



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
July 22, 2024
6:00 PM

AGENDA

CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

PUBLIC HEARINGS

PUBLIC COMMENT

CONFLICTS OF INTEREST

CONSENT AGENDA

- [4.](#) Planning Commission Special Meeting Minutes of May 9, 2024
- [5.](#) DDA Regular Meeting Minutes of June 11, 2024
- [6.](#) DDA Special Meeting Minutes of July 2, 2024
- [7.](#) City Commission Regular Meeting Minutes of July 8, 2024
- [8.](#) Northern Lights YMCA - Invoice # 999 - Lifeguard Services

UNFINISHED BUSINESS

9. ATC Offer for Easement - Table to 08/12/2024

NEW BUSINESS

- [10.](#) Special Event Permit Application - Downtown Day
- [11.](#) School Resource Officer (SRO) Contract
- [12.](#) Michigan Department of Natural Resources - Gladstone Marina Renovation Phase II Agreement Resolution No. 2024-06
- [13.](#) Coleman Engineering Services Proposal - Gladstone Marina Renovations Phase II
- [14.](#) Tax Reverted Lands

CITY MANAGER'S REPORT

CITY COMMISSION & COMMITTEE REPORTS

BOARDS & COMMISSIONS REPORTS

CITY COMMISSIONER COMMENTS

CITY CLERK COMMENTS

CLOSED SESSION

ADJOURNMENT

The City of Gladstone will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five days notice to the City of Gladstone. Individuals with disabilities requiring auxiliary aids or services should contact the City of Gladstone by writing or calling City Hall at (906) 428-2311.

Posted: 07-16-2024

Kimberly Berry, MiPMC
906-428-2311
kberry@gladstonemi.gov

RULES FOR PUBLIC COMMENT/ PUBLIC HEARINGS

(Excerpt from City Commission Rules of Procedure Adopted: 11-25-2019)

A. Public Comment / Public Hearings

At regular and special meetings of the commission, individuals wishing to be heard may address the commission during the public comment/public hearing periods as set forth in the agenda under the following rules:

1. Each speaker shall state name and address for the record.
2. Each speaker is limited to three (3) minutes of comment unless the presiding officer decides more time is necessary
3. Each speaker shall try to be concise and refrain from repeating comments already addressed by the commission.
4. Speakers who do not cease speaking when asked to do so will be deemed out of order and will not be allowed to address the commission again for the remainder of the meeting; continued disruption will warrant removal from the meeting.
5. The commission shall not decide issues that arise during public comment.
6. Speakers should address the commission through the presiding officer.
7. Commissioners and staff will not debate with the public.
8. Speakers will not verbally attack City Commissioners, City Staff or members of the public attending the meeting. Any such behavior will not be tolerated and any person presenting in this manner will be warned by the Mayor and shall be removed by Public Safety for noncompliance.
9. No vulgar or obscene language will be used by the speakers.
10. Any information the speaker wants to distribute to the Commission must first ask the Chair (Mayor) if they may present the Commission written comments at the meeting.
11. Speakers may not ask questions of the board during this time as the Commission or Staff will not address them during this public comment period.



GLADSTONE PLANNING COMMISSION SPECIAL MEETING

City Hall Chambers – 1100 Delta Avenue
May 09, 2024
1:00 PM

MINUTES

Chairman, Howard Haulotte called the special meeting to order at 1:00 PM

City Clerk, Kimberly Berry called the roll:

PRESENT:

John DeFiore
Howard Haulotte
John Noreus
Dave Woodworth

ABSENT - EXCUSED

Thomas Butch
Jason Leonard
Alger Strom

Motion by John DeFiore; supported by Dave Woodworth to approve the regular Planning Commission Minutes of April 9, 2024 as presented.

MOTION CARRIED

Motion by John Noreus, supported by John DeFiore to approve the site plan review for 920 Delta Avenue, owners Durward and Debra Chase as presented.

MOTION CARRIED

Public Comment - None

There being no further business before the Planning Commission Chairman, Howard Haulotte adjourned the special meeting at 1:04 PM.

Kimberly Berry, City Clerk



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY (RESCHEDULED FROM 06/18/2024)

City Hall Chambers – 1100 Delta Avenue
June 11, 2024
8:15 AM

MINUTES

CALL TO ORDER

Board Chair, Jay Bostwick, called the meeting to order at 8:15 AM ET.

1. Roll Call

PRESENT	ABSENT
Joe Thompson	Daniel Becker (Excused)
Jacob Taylor	Jason Lippens
Jay Bostwick	Nathan Neumeier
Kyle Closs	
Melissa Silta (Left at 9:15)	
Robert LeDuc	

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

2. Regular Meeting Minutes - May 21, 2024

Motion made by Closs, seconded by Thompson to approve the regular meeting minutes from May 21, 2024.

Voting Yea: Thompson, Taylor, Bostwick, Closs, Silta, LeDuc

MOTION CARRIED.

FINANCIALS

3. 2023/2024 Pre-Audited Financials

A review of the un-audited year end financials was provided, noting that we contributed \$23,181 to the fund balance.

4. April Revenue & Expenditure Report

DDA Coordinator, Patricia West, provided a review of the April 2024 financials.

CONFLICTS OF INTEREST

ADDITIONS TO THE AGENDA

UNFINISHED BUSINESS

5. North Shore Development

Community Development Director, Renee Barron, provided an update on the North Shore. She discussed the idea of forming a subcommittee to guide future direction of the development, and the DDA expressed interest in being involved in that subcommittee when it comes to fruition.

NEW BUSINESS

Item 5.

6. 2024-2025 Fee Schedule

Motion made by Silta, seconded by Closs to support the updated fee schedule approved on 06/10/2024 by the City Commission.

Voting Yea: Thompson, Taylor, Bostwick, Closs, Silta, LeDuc

MOTION CARRIED.

7. Downtown Day Subcommittee

At the approval of the DDA Board Chair, Jay Bostwick, Jay Bostwick and Jason Lippens were appointed to the Downtown Day subcommittee.

8. FY25 MACC Grant Application

Motion made by Closs, seconded by Taylor to support the application for the MACC FY25 Grant for \$4000 for the Gladstone Farmers Market.

Voting Yea: Thompson, Taylor, Bostwick, Closs, Silta, LeDuc

MOTION CARRIED.

9. Proposal to Change Meeting Time

Motion made by LeDuc, seconded by Silta to change the regular meeting time from 8:00 AM ET to 8:15 AM ET moving forward, beginning with the July 16, 2024 DDA Meeting.

Voting Yea: Thompson, Taylor, Bostwick, Closs, Silta, LeDuc

MOTION CARRIED.

10. DDA Coordinator Evaluation

Motion made by Thompson, seconded by Silta to change Patricia West's title from DDA Coordinator to DDA Director and the funding allocated for this position be raised to \$25,000.

Voting Yea: Thompson, Taylor, Bostwick, Closs, Silta, LeDuc

MOTION CARRIED.

CITY COMMENTS & REPORTS

11. City Manager

12. Community Development Director

Renee Barron provided an update on the items below:

- City Manager, Eric Buckman, has been spending a lot of time working on the special assessment for Act 33 Police & Fire, in addition to union contract renewals.
- Irish Oaks legal issues are resolved.
- There are seven applications so far this year for new home construction.
- The tire recycling event was very successful, bringing in a total of 831 tires.

13. DDA Coordinator

Patricia West provided an update on the items below.

- The Farmers Market Coordinator position remains open. Some recent interest has been generated with the start of the market season, and she will keep the board informed of progress in hiring.
- The creation of the Facade Grant Application will take priority in the coming weeks, with the intent to open the application on September 1st.
- Business After Hours is scheduled for July 31st and is coordinated by Patrick Johnson. Patricia plans to reach out in the coming weeks to see how the DDA can support the effort.

- Hot Rods & Harleys will take place on three separate dates this summer downtown. Patricia has contacted John VanBrocklin to work together towards sponsorship opportunities in the future.
- The Vision & Opportunity Subcommittee met this month to kick-off discussions on the downtown action plan. The group toured the upstairs of City Hall as one asset owned by the city which has potential to generate future revenue.
- Patricia visited Superbloom Coffee and met the owner, Whitney Maloney. It is anticipated that the coffee shop will open this month, and there are many opportunities for Superbloom and the DDA to work together in the future. Patricia is setting a goal this year to build relationships with the downtown businesses, and this was the first outreach effort she pursued.
- The City Commission approved moving forward with a contract with Orange Cat Media.

BOARD COMMENTS & REPORTS

PUBLIC COMMENT

ADJOURNMENT

Motion made by Closs, seconded by Thompson to adjourn at 9:29 AM ET.

Voting Yea: Thompson, Taylor, Bostwick, Closs, LeDuc

MOTION CARRIED.



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY

City Hall Chambers – 1100 Delta Avenue
 July 02, 2024
 8:15 AM

MINUTES

CALL TO ORDER

Board Chair, Jay Bostwick, called the meeting to order at 8:17 AM ET.

1. Roll Call

PRESENT	ABSENT
Jacob Taylor	Joe Thompson
Jay Bostwick	Daniel Becker
Jason Lippens	Nathan Neumeier
Kyle Closs	Robert LeDuc
Melissa Silta	

Staff Present: Patricia West

PUBLIC COMMENT

APPROVAL OF MINUTES

FINANCIALS

CONFLICTS OF INTEREST

ADDITIONS TO THE AGENDA

UNFINISHED BUSINESS

2. 2024 Farmers Market Coordinator Vacancy

Motion made by Closs, seconded by Silta to hire William Olsick to fill the Farmers Market Coordinator vacancy for the 2024 season at \$17.00/hour contingent upon a background check..

Voting Yea: Taylor, Bostwick, Lippens, Closs, Silta

MOTION CARRIED.

DDA Director, Patricia West, will follow up with William on his availability in the fall as his resume indicates he is a student at Northern Michigan University.

NEW BUSINESS

3. Authorization for DDA Director to Hire Personnel

Motion made by Silta, Seconded by Taylor to grant the DDA Director the authority to oversee the hiring process and hiring decisions for seasonal employees, temporary employees, and contract employees such that the annual budget commitment is less than \$10,000 and the process is in alignment with the City of Gladstone's Policies and Procedures.

Voting Yea: Taylor, Bostwick, Lippens, Closs, Silta

MOTION CARRIED.

CITY COMMENTS & REPORTS

BOARD COMMENTS & REPORTS

PUBLIC COMMENT

ADJOURNMENT

Motion made by Bostwick, Seconded by Lippens to adjourn at 8:24 AM ET.

Voting Yea: Taylor, Bostwick, Lippens, Closs, Silta

MOTION CARRIED.



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
July 08, 2024
6:00 PM

MINUTES

Mayor Thompson called the meeting to order, gave the Invocation followed by the Pledge of Allegiance.

City Clerk, Kim Berry called the roll:

PRESENT

Mayor Joe Thompson
Mayor Pro-Tem Brad Mantela
Commissioner Robert Pontius
Commissioner Steve O'Driscoll

ABSENT - Excused

Commissioner Judy Akkala

Public Safety Director Ron Robinson presented Gladstone Public Safety Officer Dylan Nadeau-Enright, State of Michigan Troopers Stephen Strom and Isaac Cooper life saving awards for the rescue of the residents of New Dahn Rising Assisted Living on May 30, 2024 during a structure fire.

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner O'Driscoll to approve the consent agenda as presented.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner Pontius to table the ATC Offer for Easement to Monday, July 22, 2024 regular City Commission meeting at 6:00 PM.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Mayor Thompson to approve the request for disbursement of funds Draw No. 24 totaling \$953,843.00 for the Wastewater Upgrades Project.

MOTION CARRIED

Motion made by Mayor Thompson, Seconded by Mayor Pro-Tem Mantela to approve the IBEW 906 Supervisory Union Contract as presented dated April 1, 2024-March 31, 2027 and authorize Mayor Joe Thompson and City Manager Eric Buckman to sign.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Pontius to approve the letter of agreement between City of Gladstone and POLC Command Officers as follows and authorize Mayor Joe Thompson and City Manager Eric Buckman to sign:

LETTER OF AGREEMENT

WHEREAS, Michigan Employment Retirement System (MERS) has contacted the City of Gladstone ("EMPLOYER") regarding the Defined Benefit language in Gladstone Public Safety Command ("UNION").

WHEREAS, both the Employer and the Union acknowledge that no active employee in Defined Benefit retirement is currently in the Union and the Employer no longer offers it as a retirement choice.

NOW IT IS THEREFORE AGREED by both parties:

To change the language of Section 17.0, RETIREMENT, as follows: (changes hi-lited)

RETIREMENT

Section 17.0 The retirement Defined Benefit plan will be the Michigan Employees Retirement System Benefit B-4, FAC-3 with Employees being allowed to retire at any age with a minimum of 25 years of service.

Effective 4/1/07 employees promoted into the bargaining unit, who were enrolled in the MERS defined benefit plan, will continue in that system. Employees who qualify for the MERS defined benefit plan will contribute one (1) percent of **gross** wages to the MERS obligation, to be deducted from salary.

All employees hired after April 1, 2007, will be required to enroll in the MERS Defined Contribution retirement. The City will contribute 8 %; the employee may contribute an additional 4%, of which no more than 3.0% shall be matched by the City for a total of 11 % Employer contribution. Employees may contribute additional funds to a City participating 457 retirement plans as per IRS guidelines.

MOTION CARRIED

July 8, 2024 at 6:00 PM

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner O'Driscoll to approve the letter of agreement between City of Gladstone and POLC Officers as follows and authorize Mayor Joe Thompson and City Manager Eric Buckman to sign:

LETTER OF AGREEMENT

WHEREAS, Michigan Employment Retirement System (MERS) has contacted the City of Gladstone ("EMPLOYER") regarding the Defined Benefit language in Gladstone Public Safety Command ("UNION").

WHEREAS, both the Employer and the Union acknowledge that no active employee in Defined Benefit retirement is currently in the Union and the Employer no longer offers it as a retirement choice.

NOW IT IS THEREFORE AGREED by both parties:

To change the language of Section 17.0, RETIREMENT, as follows: (changes hi-lited)

RETIREMENT

Section 17.0 The retirement benefit plan, for employees hired prior to April 1, 2007, will be the Michigan Employees Retirement System Benefit B-4 with FAC-3 rider with Employees being allowed to retire at any age with a minimum of 25 years of service.

All employees hired after April 1, 2007, will be required to enroll in the MERS Defined Contribution retirement. The City will contribute 8 %; the employee may contribute an additional 4%, of which no more than 3.0% shall be matched by the City for a total of 11 % Employer contribution. Employees may contribute additional funds to a City participating 457 retirement plans as per IRS guidelines.

Commencing with April 1, 2013, Employees who qualify for the MERS defined benefit plan will contribute two (2%) percent of **gross** wages to the MERS obligation, to be deducted from salary. Effective April 1, 2015, the employee's contribution shall increase to three (3) per cent of **gross** wages to the MERS obligation, to be deducted from salary.

Commencing April 1, 2013, a maximum of 240 paid leave hours may be added to the FAC calculation and no overtime will be calculated into the FAC. The City will still pay the balance on vacation, comp time and 25% of sick leave to the employee, but only 240 will be added to the FAC calculation.

For employees covered by MERS Defined Benefit plan, if State law changes and the City loose EVIP due to B4 benefit and level, the Union agrees to reopen this section only.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Mayor Thompson to authorize City Clerk, Kim Berry to appoint the necessary election inspectors as needed for August 6, 2024 State Primary Election for Precinct 1, 2, Absent Voter Counting Boards, Receiving Board, Public Accuracy Testing and Early Voting Precinct.

MOTION CARRIED

City Manager Eric Buckman reported on the following:

- Public Safety Director Robinson, City Treasurer Schroeder and I finished off the School Resource Officer Contract and will be presented at the next regular meeting
- City Assessor Frizzell and I have been working on four tax tribunals
- A Public Assembly Inspector from the State Fire Marshall's office was invited by Public Safety to inspect City Hall because of a citizen complaint. All accusations/violations from the citizen were false. City Hall was built in 1936, the City has adopted the International Fire Code so the State of Michigan can't enforce that code. However, he made some recommendations for improvements. Installation of illuminated exit signs, no extension cords on the floor, the chamber door does not need to be two-hour fire rated but installation of a panic bar would be improvement, the occupancy limit for the chamber area is 52 people and move the fire extinguisher for the chamber area from the back hallway to the chamber area under the clock.
- Community Development Director Barron and I have been working with AEG on a new permit for their fiber as they must replace the merit cable because it was installed at 3' not 4'.
- Auditors are in town for annual audit

Commissioners thanked the City employees, especially the Parks & Recreation Department, for the great 4th of July event!

Clerk Kim Berry reported that the State Primary Election is August 6, 2024 7:00 AM - 8:00 PM for in person voting at the precincts, Early Voting at the Wells Township Hall begins Saturday, August 27, 2024-Saturday, August 44, 2024 from 8:00 AM - 4:00 PM, Absent Voter Ballots are available from the Clerks office and Saturday, August 3, 2024 from 8:00 AM - 4:00 PM she is available to register voters, receive and issue absent voter ballots or answer general election questions.

There being no further business before the Commission, Mayor Thompson adjourned the meeting at 6:39 PM.

Mayor Joe Thompson

City Clerk Kimberly Berry



Northern Lights YMCA, Inc.

Invoice Item 8.

Date	Invoice #
7/10/2024	9999

Bill To
City of Gladstone Attn: Wendy Taavola 1100 Delta Ave Gladstone, MI 49837

Delta Program Center P.O. Box 602 Escanaba, MI 49829 rsilta@nymca.com (906) 789-0005
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Dickinson Program Center 800 Crystal Lake Blvd. Iron Mountain, MI 49801 rsilta@nymca.com (906) 774-4076

Description	Qty	Rate	Amount
Lifeguard Services - Gladstone Beach (1/2 down - June 21st - Aug 4th)	1	9,856.00	9,856.00

Thank you for your partnership with the YMCA!	Total	\$9,856.00
	Payments/Credits	\$0.00
	Balance Due	\$9,856.00



City of Gladstone, MI
MEETING TYPE
STAFF REPORT

Agenda Date:	July 22, 2024	Eric Buckman, City Manager:	_____
Department:	City Hall	Department Head Name:	_____
Presenter:	Patricia West	Kim Berry, City Clerk:	_____

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Special Event Permit Application - Downtown Day

BACKGROUND:

For the fifth year in a row, the fourth Saturday of September has been proclaimed "Downtown Day" by the Michigan Downtown Association (MDA).

The MDA encourages community members to visit a downtown on **September 28** and enjoy its shops, restaurants, and recreational and cultural aspects. Many MDA member communities have special events planned to celebrate the special day.

This is the first year the Gladstone DDA is participating. Initial planning efforts are looking to do a special street fair (similar to the farmers market) with musical entertainment from a local band.

We plan to send notices to all the businesses within the DDA district encouraging them to run a promotion or sidewalk sale. However, they choose to participate is up to them and will not be coordinated by the DDA, with the exception of promoting the participating businesses.

We also plan to use this event to showcase our new historical markers with Ann Jousma Miller. We are considering an incentive for people to follow the map at each marker to celebrate the history of our downtown and look forward to the future.

Special Requests: Shut down Delta Avenue between 9th and 10th St from 12:00 PM until 4:00 PM.

FISCAL EFFECT:

Covered by the DDA:

- \$300 – Band
- \$250 - Advertising

SUPPORTING DOCUMENTATION:

Special Event Permit Application

RECOMMENDATION:

Motion to approve the first City of Gladstone Downtown Day on Saturday, September 28, 2024 on Delta Avenue between 9th and 10th Street from 12:00 PM until 4:00 PM.

Special Event Permit Application: Submission #2

Event Sponsor Information

Name of Event Sponsor Downtown Development Authority
 Business N/A
 Non Profit ID # N/A
 Address 1100 Delta Ave
 Gladstone, Michigan. 49837

Person in Charge of Activity

Name Patricia West
 Telephone [385-222-8515](tel:385-222-8515)
 Email pwest@gladstonemi.gov

Event Information

Event Name Downtown Day
 Event Date & Time Sat, 09/28/2024 - 12:00
 Event Location Main activity will take place on Delta Ave between 9th St and 10th St.
 Will this event take place in the DDA district? Yes
 Please provide a description of the event. For the fifth year in a row, the fourth Saturday of September has been proclaimed "Downtown Day" by the MDA.

The MDA encourages community members to visit a downtown on September 28 and enjoy its shops, restaurants, and recreational and cultural aspects. Many MDA member communities have special events planned to celebrate the special day.

This is the first year the Gladstone DDA is participating. Initial planning efforts are looking to do a special street fair (similar to the farmers market) with musical entertainment from a local band.

We plan to send notices to all the businesses within the DDA district encouraging them to run a promotion or sidewalk sale. However they choose to participate is up to them and will not be coordinated by the DDA, with the exception of promoting the participating businesses.

We also plan to use this event to showcase our new historical markers with Ann Jousma Miller. We are considering an incentive for people to follow the map at each marker to celebrate the history of our downtown, and look forward to the future.

How many participants are you anticipating? 200

Event Set-Up Date & Time Sat, 09/28/2024 - 10:00

Event Clean-Up Date & Time Sat, 09/28/2024 - 16:00

Do you have any special requests for this event? Shut down Delta Avenue between 9th and 10th St.

If you have prepared a flyer or advertisement, please attach it. {Empty}

Waiver of Liability

Please attach proof of your liability insurance.

[2024 Downtown Day Insurance Information.docx](#)

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI 49837
www.gladstonemi.org

MEETING TYPE STAFF REPORT

Agenda Date: July 22, 2024

**Eric Buckman, City
Manager:**

Department: Public Safety

**Department Head
Name:**

Ronald L. Robinson

Presenter: Ronald L. Robinson
(Absent) – Eric
Buckman

Kim Berry, City Clerk:

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

School Resource Officer (SRO) Position

BACKGROUND:

- 1) As you're aware, we have been talking about adding a School Resource Officer (SRO) to Public Safety for a few years now and part of the Public Act 33 funding campaign was to move forward with this initiative once P.A. 33 funding was approved.
- 2) We met with Gladstone School Officials over the last few weeks and drafted an SRO contract.
- 3) This Contract has been used county-wide with other Law Enforcement agencies and School Districts and was modified to meet City of Gladstone and Gladstone School needs.
- 4) We (City and Gladstone schools) have agreed on the contract language.
- 5) The SRO contract was also presented to the POLC Union.
- 6) All POLC members have agreed to adopt the SRO contract as an Addendum to their union contract.
- 7) I am presenting the SRO agreement/contract for your approval.
- 8) **NOTE:**
 - a. By adding an SRO, we will need to hire a PSO to fill the void. This has been budgeted.
 - b. By adding an SRO, and hiring, we will still be one PSO short on a rotation during the entire school year.

FISCAL EFFECT:

Approximately \$120, 283.34
School to pay \$60,000 (50%)

SUPPORTING DOCUMENTATION:

SRO Contract
POLC Union acknowledgment letter


RECOMMENDATION:

Approve the SRO contract and grant permission to add a School Resource Officer to the Gladstone School District for the 2024-2025 school year.

To Whom It May Concern:

This letter is to serve as an agreement made by the Gladstone Public Safety POLC that the contract labeled, "CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES" to be added as an addendum to the already existing POLC contract.

It was unanimous within the union to allow this attached addendum.


Mallory M. Nelsen

Gladstone Public Safety POLC Union Representative

CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES

This Contract for the provision of School Resource Officer Services (the “Contract”), effective August 26, 2024, is entered into between Gladstone Public Schools (the “District”), a Michigan general powers school district operating under the Revised School Code, MCL § 380.1, *et seq.*, as amended, whose address is 300 S. 10th Street, Gladstone MI. 49837, and the City of Gladstone (the “City”), a Michigan municipal corporation, whose address is 1100 Delta Avenue, Gladstone MI. 49837, by its Public Safety Department (the “GPSD”) (individually, a “Party,” and collectively, the “Parties”).

MISSION

The mission of the partnership between the GPSD and the District, is to facilitate information sharing and collaboration between the police and school leaders on problems, needs, and solutions related to creating and maintaining a safe school environment, as well as, identifying resources designed to assist their efforts.

GOALS

Establish a cooperative working relationship to prevent juvenile delinquency and promote positive student development.

Promote and preserve a safe and secure learning environment on each school campus.

Promote positive attitudes regarding the role of the police and laws in society and inform students of their rights and responsibilities as lawful citizens.

Facilitate assistance and information sharing concerning problems and issues affecting the school community.

Engage in planning and preparation for school-related incidents, including mass casualty and disaster response.

WITNESSETH

WHEREAS, the District operates several buildings and grounds located within the City, and

WHEREAS, Section 1308 of the Revised School Code requires the establishment of a Statewide School Safety Information Policy (the “Policy”); and

WHEREAS, the Policy has been established and encourages the appointment of a School Resource Officer (“SRO”); and

WHEREAS, the District desires to take a proactive approach to address its responsibilities under the Policy and to address safety concerns and law enforcement in the Districts buildings by having an SRO present on site at District and grounds and at other public school buildings within the City during certain hours as determined to be appropriate; and

WHEREAS, the Districts wish to contract with the City to provide increased police protection services by stationing a GPSD Public Safety Officer who will, among other duties, serve as an SRO at certain District facilities and grounds and other locations identified in Paragraph E of this Contract, and who will also assist District on school safety issues; and

WHEREAS, the City has agreed to provide a GPSD Public Safety Officer for increased police protection pursuant to this Contract, provided that such police protection services do not: (a) impair or interfere with the City's ability to meet its other law enforcement responsibilities, or (b) result in the City's loss of operational efficiency or readiness; and

WHEREAS, municipal corporations may contract with each other for services pursuant to 1951 Public Act 35 (MCL 124.1, *et seq.*).

WHEREAS, the Revised School Code, MCL 380.11a, further authorizes Michigan general powers school districts to enter into agreements with other public bodies as part of performing the functions of the school district.

NOW, THEREFORE, the City and District, agree as follows:

A. ***Contractual Term.*** The initial term of this Contract shall be for one (1) year commencing August 26, 2024 ("Effective Date") to August 26, 2025. This Contract is for a fixed term and will terminate at the end of the contract term without any further action from either the Districts or the City. The Parties may agree to extend or renew this Contract for an additional term of one (1) year; however, each Party shall have the right to propose a new or modified contract for the new contract term. Each renewal or extension of this Contract must occur at least sixty (60) days before the expiration of the current term of this Contract.

This Contract may be terminated at any time upon the mutual consent of each Party. Further, this Contract may be unilaterally revoked and terminated by any Party with sixty (60) days' notice.

B. ***School Resource Officer Selection and Assignment.*** The City shall be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, unemployment compensation, workers' compensation, retirement, and state and federal taxes. The City will assign one (1) GPSD Public Safety Officer to the District to function as an SRO.

The Gladstone Public Safety Director will select and appoint the SRO after consultation with the District Superintendent. Prior to the selection, the GPSD will provide the District

Superintendent the opportunity to give input on the selection. The Detective Sergeant and/or Sergeant will serve as the SRO's first line supervisor and the main contact for District officials.

The District and the City agree that neither the City nor any SRO, by virtue of this Contract, or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the District, and further agree that during performance pursuant to this Contract and for all purposes under the terms of this Contract, the City and its public safety officer shall be governed by the terms of this Contract and its Attachment.

The District agrees that no agent, representative, or employee of the District, either as a result of or arising out of any act(s) by any person in the performance of any duty under this Contract, shall be considered or asserted to be an employee of the City. The District agrees that they shall be solely and completely liable for any and all agents, representatives, and employees of the District past, present, or future wages, compensation, overtime wages, expense, fringe benefits, pension, or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to the employment status or work performed by any District, representatives or employees, or any alleged violation of any statutory, contractual, or constitutional rights by the District agent, representatives or employees.

C. **Duties.** The SRO shall perform the duties specified in the attached job description. (Attachment 1 – Job Description). The SRO shall be scheduled to work at the District for five workdays each week during the school year. The City shall determine the SRO's work location for the remaining time outside the instructional calendar. When possible, the SRO's work schedule shall be determined after consultation with District. The Gladstone Public Safety Department will use reasonable efforts to schedule training outside of school hours.

The District will provide, without charge to the City, a suitable office space at the District. The District will provide network connectivity capable of allowing a Virtual Private Network connection between the school and the GPSD. The District Superintendent will determine the SRO's access to student records.

The City will provide the SRO with the necessary training, uniforms, equipment, supplies, clerical assistance, secretarial assistance, any necessary command and administrative support services, communication systems, and records. The City shall provide the SRO with all transportation necessary to provide the police protection services specified in this Contract. The SRO may, as mutually agreed upon between the District and the City, be assigned to other District locations as determined to be appropriate.

On an annual basis, the SRO will be required to do a presentation at board meetings that may include data concerning services provided and the impact of the SRO on school operations.

D. **School Resource Officer Replacement.** If an SRO resigns, or if the District requests the replacement of an SRO, the City will replace the SRO with a similarly qualified individual at no additional charge to the District. The City will consult with the District before selecting a replacement.

In the event the District to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the District shall contact the Gladstone Public Safety Department within a reasonable amount of time to resolve any problems. If the problems are not resolved, the District may request the GPSD assign a new SRO.

E. **Assignment Location and Duration.** The SRO will be assigned at the following locations:

- Gladstone High School
- Gladstone Junior High School
- James T. Jones Elementary School
- W.C. Cameron Elementary School
- Gladstone Athletic Facilities

The SRO will be assigned to the District each year coinciding with the instructional calendar appropriate for teaching staff. The hours of work will generally coincide with the hours of work for teaching staff. An SRO shall be on duty during the regularly scheduled school day, including on snow days, if requested by the District, as well as any athletic events, special events, field trips within the City, or extra-curricular events, as requested by the District superintendent or their designee in coordination with the Detective Sergeant and/or Sergeant.

F. **Consideration.** The District and the City agree that the term of this Contract will be for one (1) year (August 26, 2024, to August 26, 2025). The District agrees to pay the City **\$60,000.00** (Approximately 50%) toward the SRO's salary and benefits, including but not limited to pension contribution, health care, MSA, and life insurance benefits for the services of an SRO at the District (Attachment 2). The City will be responsible for the remaining costs. The District will make equal installment payments on a quarterly basis and be billed by the City. Payment will be made quarterly (i.e., July 1, October 1, January 1, and April 1). The District agrees to pay the undisputed charges by the invoice due date. If the Parties have a dispute regarding amounts, the Parties agree to meet and discuss the disputed invoice. If the Parties cannot agree on the disputed invoice, the Director of Public Safety and the District Superintendents will discuss and resolve any disputed charge.

The District shall have the right to consult with the City, and more specifically with the Director of Public Safety, for the purpose of reviewing SRO services provided to the District. Such requests shall be accommodated to the extent that they can be reasonably implemented and do not otherwise impair or interfere with the City's ability to meet its law enforcement responsibilities.

G. ***School Resource Officer Training, Certifications, and Licenses.*** Training is an essential element of providing quality police services. The City shall be responsible for organizing and providing training to the SRO. SRO training expenses specifically related to the role of the SRO shall be paid exclusively by the City. However, if the District requests that the SRO attend specific school-related training and his/her attendance is approved by the Director of Public Safety, then the District shall pay all expenses related to the training, including all travel costs. Except as set forth herein, the City shall procure and pay all employee-related costs, licenses, training, certifications, and other items necessary to provide SRO services.

H. ***Substitute School Resource Officers.*** The Parties recognize that the SRO normally assigned by the City to provide the District with services under this Contract may have other City-related job functions unrelated to the District, during which time the normally-assigned SRO may be unable to provide services to the District. During such times, the City may assign another police officer to provide SRO services to the District under this Contract. In the event that the normally assigned SRO is unable to provide services as set forth above for a time interval greater than two weeks, and the City does not provide a substitute SRO, the District shall receive a *per diem* credit (or a prorated portion of a *per diem* credit, as the case may be), which shall be applied to the next scheduled billing.

I. ***Overtime.*** If overtime is necessary, the District should advise the Director of Public Safety, and it will be scheduled subject to availability and the needs of the City.

J. ***Criminal Background Check.***

1. The City will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District. The SRO will be required to receive clearance from a background check before working in any of the District facilities.

2. Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, the City shall cooperate fully with the District, who shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City under this Contract to work in any District facility or at program site where the District delivers educational programs and services. The City shall ensure that all SROs under this Contract take all necessary steps, including traveling to the District, filling out all necessary paperwork, paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks) to comply with Sections 1230 and 1230a-h of the Revised School Code and any record-keeping requirements of the Michigan State Police. Each individual assigned under this Contract shall furnish the District with a copy of the front page of his or her initial City job application. The District shall make available to each such individual a computer and printer whereby they can print the first

page of the City job application. The District will maintain these applications solely to comply with record-keeping requirements related to criminal history background checks. The District retention of a copy of the City job application shall not infer an employment relationship. Prior to assigning any individual under this Contract, the City will ensure that the individual has completed all applicable necessary requirements contained within Sections 1230 and 1230a-h of the Revised School Code. The District will receive a City Affidavit for Assignment for the SRO. A signed and returned City Affidavit for Assignment by the District will be considered the District acceptance or rejection of the individual's criminal records check.

3. If an SRO is charged with a crime listed in Section 1535(a)(1) or Section 1539b(1) of the Revised School Code, then the SRO must report the crime to the District using the form required by law, within three (3) business days after being arraigned for the crime. MCL 380.1230d(1)(a)-(c).

K. ***Criminal Offenses Prohibited.*** The City agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Contract where such individuals would regularly and continuously work in the District facilities or program site if such person has been convicted of any of the following offenses:

1. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
2. Any offense enumerated in Sections 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
3. Any felony. Provided, that with prior written approval of the District Superintendents and of their Boards of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Contract at a District facility or program site may be permitted to perform such services when, in the judgment of the Superintendents and the Boards of Education, that individual's presence will not pose a danger to the safety or security of the District students or employees; or
4. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
5. Any offense of a substantially similar enactment (to those enumerated in 1-4, above) of the United States or another State; or
6. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees

of the District.

L. ***Compliance with School Policies.*** The City agrees that the SRO(s) it assigns to the District under this Contract will abide by District policies which are applicable to the performance of services under this Contract, including but not limited to policies pertinent to:

- The Family Educational Rights and Privacy Act (“FERPA”);
- Non-discrimination;
- Sexual harassment;
- Confidentiality of student records and student record information;
- Administration of medication to pupils;
- Communicable diseases;
- Alcohol/controlled substance possession and use;
- Copyright; and
- Emergency Procedures (fire drills, evacuations).

At the inception of this Contract, a copy of the above policies will be provided to the City by the District. The City and the District will cooperate in orienting the City’s employees to the above policies.

M. ***Family Educational Rights and Privacy Act.*** The SRO for the District shall be deemed the District’s “Law Enforcement Unit,” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g and its regulations, including but not limited to 34 CFR § 99.8(a). The SRO shall be considered a school official with legitimate educational interests in the review of student education records in the course of their duties and shall be granted all attendant rights and obligations, as permitted by law. Information obtained by the SRO in performing their duties shall not be redisclosed to others, including the City or GPSD, unless proper consent is given or such redisclosure is permitted by law.

N. ***Insurance.*** The City will maintain, at its own expense during the term of this Contract, the following insurances:

1. Workers’ compensation insurance with Michigan statutory limits and employer’s liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) each occurrence for any employee;
2. Comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) for each occurrence for bodily injury and property damage. Policy includes personal injury coverage;
3. Automobile liability insurance covering all owned and hired with personal protection insurance and property protection insurance to comply with provisions of the

Michigan No-Fault insurance law, including residual liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage;

4. Police professional liability coverage with a minimum limit of Two Million Dollars (\$2,000,000) each occurrence;

5. The City shall provide the District copies of all insurance coverages listed above before SRO services begin.

Upon execution of this Contract, the District shall provide to the City a certificate of insurance for any and all of the same coverages listed above in paragraphs 1-4. The insurance coverage of the District shall remain in full force and effect during the term of this Contract.

O. ***Liability and Indemnity.*** In signing this Contract, neither the City nor the District shall waive its governmental immunity nor any defense available to them or their elected officials, officers, agents, or employees under the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, or any other defenses which may be available to each governmental entity, or its elected officials, officers, agents, and employees. Each Party shall remain solely responsible for the acts, errors, or omissions of its respective elected officials, officers, agents, and employees.

P. ***Employment Discrimination.*** The Parties shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, disability, pregnancy, sexual orientation, gender identity, or veteran status. The Parties further agree not to discriminate against any student or other recipient of services under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered. Breach of obligations recited in this section shall be regarded as a material breach of this Contract.

Q. ***Conflicts of Interest.*** The Parties shall comply with applicable State law concerning actual or potential financial conflicts of interests between the District, the City, its staff, and/or any third party.

R. ***Notices.*** The Parties shall send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this contract to each signatory of this contract or any signatory successor in office to the following addresses:

1. If to District: Dr. Jay Kulbertis, Superintendent
Gladstone Public Schools
300 S. 10th Street
Gladstone, MI 49837

3. If to City: Ronald L. Robinson, Director
 Gladstone Public Safety Department
 144 4th Avenue NE
 Gladstone, MI 49837

With a copy to: Eric Buckman, City Manager
 City of Gladstone
 1100 Delta Avenue
 Gladstone, Michigan 49837

Except as otherwise provided herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage, with the U.S. Postal Service.

S. ***Dispute Resolution.*** Disputes arising from or relating to this Contract must be presented to the District Superintendent and the Director of Public Safety, in writing, for discussion and informal resolution. Such disputes must identify the provision(s) in dispute, the full relief requested, and all of the facts and circumstances supporting the requested relief, including the names of all witnesses and relevant documents.

Disputes that are not resolved to a Party's satisfaction through an informal resolution process may be submitted to final and binding arbitration before a single arbitrator.

The demand for arbitration shall be made within thirty (30) days after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the time frame for filing under the applicable statute of limitations.

This agreement to arbitrate shall be specifically enforceable. A Party may apply to a court with jurisdiction for interim or conservatory relief, including without limitation, a proceeding to compel arbitration:

1. The arbitration shall be conducted by one arbitrator. If the Parties cannot agree upon the selection of an arbitrator within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association of Michigan;
2. The arbitration shall be conducted in Delta County, Michigan;
3. The laws of Michigan shall be applied in any arbitration proceedings without regard to principles of conflict of laws; and
4. It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and eighty (180) days from the date the arbitrator is appointed. The

arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

5. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.

If there is an arbitration award, the arbitrator shall have the discretion to award reasonable attorney fees and expenses to the prevailing Party. Any settlement Agreement and/or arbitration award shall be binding on the Parties and enforceable in any court of competent jurisdiction.

Nothing set forth herein shall prevent either Party from seeking injunctive relief, should the situation warrant it under MCR 3.310.

T. **Construction of Contract.** This Contract shall be deemed to have been jointly drafted by all Parties, and any asserted ambiguity herein shall not be construed against either Party on account of it having drafted any part of this Contract.

U. **Governing Law.** Michigan law governs all adversarial proceedings brought by one Party against the other Party arising out of this Contract. The Parties agree to the exclusive jurisdiction and venue of the courts sitting in Delta County, Michigan.

V. **Severability.** If any provision of this Contract shall be held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

W. **Non-Enforcement of Waiver.** Each Party hereto shall have the right at all times to enforce the provisions of this Contract in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such Party in refraining from doing so at any time or times. The failure of any Party hereto at any time or times to enforce its right under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner, contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same. All rights and remedies of the respective Parties hereto are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

X. **Warranties.** Each Party represents and warrants as follows:

This Contract constitutes a valid, binding, and legal obligation of that Party, enforceable in accordance with its terms.

Each Party has the absolute right, power and authority to execute and deliver this Contract and to perform its obligation, and such action has been duly authorized, and, if applicable, this Contract and all expenditures have been approved, and authorized by all applicable boards or governing bodies as required by law.

Y. **Force Majeure.** No Party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a Parties' control may include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder or rebellion; civil unrest; fire; riot; strike; infectious disease outbreak; labor difficulty; declaration of national or state emergency; or any other cause not within control of such Party whether or not similar to any of the causes specifically enumerated herein.

Z. **Authorization.** This Contract has been duly authorized, executed, and delivered by the Parties hereto and constitutes a legal, valid, and binding obligation upon each of them, enforceable in accordance with its terms.

AA. **Third Party Rights.** This Contract shall not confer any rights or remedies upon any third party other than the Parties to this Contract, and their respective successors and assigns.

BB. **Captions.** Captions are provided for the purpose of convenience only and shall not affect the interpretation of this Contract's terms.

CC. **Changes in Existing Law.** After the Effective date of this Contract, if there is a change in applicable law which alters or amends the responsibilities and obligations of either the District or the City, this Contract shall be altered or amended to reflect the change in the existing law as of the Effective Date of such change. To the extent possible, the responsibilities and obligations of the District or the City shall conform to and be carried out in accordance with the change in applicable law.

DD. **Entire Contract.** This document represents the Parties' entire Contract, and supersedes all prior negotiations, representations, or Contracts, either written or oral. Modification of this Contract shall be made only by a writing signed by all Parties.

Each person placing his/her signature on the following page represents and warrants that he/she is the signatory duly authorized to execute this Contract on behalf of the District or the City.

[SIGNATURES ON FOLLOWING PAGE]

**City of Gladstone,
A Michigan Municipal Corporation**

**Gladstone Public Schools,
A Michigan general powers school district**

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2024

Date: _____, 2024

ATTACHMENT 1

JOB DESCRIPTION

School Officials

The following will document the “School Resource Job Description” assigned to the School Resource Officer (“SRO”) for the Gladstone Public Safety Department and the Gladstone Area Public Schools. This will assist with the types of incidents and/or reasons that the SRO is called to a particular school.

School Resource Officer Job Description

1. The SRO will provide law enforcement and police services to the school, school grounds and areas adjacent to the school, investigate allegations of criminal incidents per police department policies and procedures, enforce state and local laws and ordinances, and make appropriate referrals to juvenile authorities or other governmental agencies.
2. The SRO will work to prevent juvenile delinquency through close contact and positive relationships with students. In addition, the SRO shall conduct security inspections to deter criminal or delinquent activities.
3. The SRO will establish and maintain a close partnership with school administrators in order to provide for a safe school environment. The SRO will assist school officials with their efforts to enforce Board of Education policies and procedures, to ensure school administrator safety by being present during school searches, which may involve weapons or controlled dangerous substances, or in such cases that the student’s emotional state may present a risk to the administrator, and to assist school administrators in emergency crisis planning and building security matters.
4. The SRO will be visible within the school community, attend and participate in school functions as he/she is available and scheduled, and build working relationships with the school’s staff, students and parent groups.
5. The SRO will be available to support teachers by presenting law-related topics to students.
6. The SRO will participate in relevant teacher in-service on a regular basis and may be called upon to develop presentations on topics related to school security, safety, and awareness.
7. The SRO will work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary and assist in conflict resolution efforts.
8. The SRO will initiate interaction with students in the classroom and general areas of the school building. The SRO will promote the profession of a police officer by being a positive role model and increase the visibility and accessibility of police to the school community.

9. The SRO will be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.

10. Whenever practical, the SRO should notify the principal or their designees before removing a student from school. The SRO should notify the school principal as soon as practicable when an arrest has been made that may compromise the safety or security of the school or the well-being of the students.

11. The SRO will perform other duties as assigned by appropriate supervisory personnel.

ATTACHMENT 2

<u>SRO</u>	
Full Time Wages	\$78,999.50
Health Care	\$21,317.54
Life Insurance	\$178.20
Workers comp	\$2,448.98
Unemployment	\$5.70
Def. Comp	\$8,689.95
MSA	\$2,600.00
Retention - Contract	\$0.00
Medicare	\$1,145.50
FICA	\$4,897.97
Total	\$120,283.34
School portion	\$60,141.67
Roundup	\$60,150.00

1. The Parties agree as follows:

- a. This Agreement shall be administered on behalf of the DEPARTMENT by the Administrative Services Section within the Parks and Recreation Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the DEPARTMENT’s current procedure. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Wendy Taavola/Parks & Recreation Director

Name/Title

City of Gladstone

Organization

1100 Delta Avenue

Address

Gladstone, MI 49837

Address

(906)428-9222

Telephone Number

wtaavola@gladstonemi.gov

E-mail Address

DEPARTMENT CONTACT

Curt Wemple/Waterways Grant Coordinator

Name/Title

Grants & Infrastructure Finance/DNR Parks and Recreation

Organization

8015 Mackinaw Trail

Address

Cadillac, MI 49601

Address

231-444-8029

Telephone Number

WempleC1@michigan.gov

E-mail Address

- b. The encumbrances identified in the terms of this agreement shall apply to the “harbor” as identified by the included legal description and map for the useful life of the project facility.
- c. The word "project area" shall mean the land and area highlighted on the harbor map identifying the area of development.
- d. "Project facility" shall mean the following individual components, as further described in the application:
 - Dock replacement, Plumbing, electrical, fuel pumping station, and sanitation pumping station
- e. A legal description and map of the harbor, a map highlighting the project area, and the development grant application bearing the number WW24-0005 are by this reference made part of this Agreement.
- f. The time period allowed for completion of the development in the project area is from **/**/**** through **/**/****, hereinafter referred to as the “project period.” Requests by the GRANTEE to extend the project period shall be submitted before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
- g. This Agreement together with the referenced documents constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The DEPARTMENT will:

- a. Grant the GRANTEE a sum of money equal to **Forty-Nine percent (49%) of Three Hundred Fifty-Three Thousand Eight Hundred dollars (\$353,800)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **One Hundred Seventy-Two Thousand Eight Hundred dollars (\$172,800)**.
- b. Grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteers

and/or force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final 10 % reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a sign in compliance with Section 3(j) of this Agreement.

3. The GRANTEE will:

- a. Immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Eighty-One Thousand dollars (\$181,000)** in local match. This sum represents **Fifty-One percent (51%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. Certify to the best of its knowledge and belief that the GRANTEE and any principal, agent, contractor, and subcontractor of the GRANTEE:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.
 - ii. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.
 - iv. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.
 - v. Will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.
- c. Complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional
 - ii. Permit DEPARTMENT review and approval of all professional services agreements, project contracts, bidding documents, specifications, and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil boring data for any projects below the waterline. The DEPARTMENT must approve all change orders before being initiated. The DEPARTMENT reserves the option to have a representative on the selection panel for all contracts.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with

Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; and the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended; 2013 Access Boards Final Guidelines for Outdoor Developed Areas.

- vii. When possible, utilities should be buried within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
 - ix. The GRANTEE must submit invoices for reimbursement within ninety (90) days of invoice date.
- d. Use all funds granted within the dates specified in this Agreement. The GRANTEE shall maintain satisfactory financial accounts, documents and records, and shall make them available to the DEPARTMENT for auditing at reasonable times. The GRANTEE shall retain all accounts, documents, and records for the facilities for the life of the facility plus ten (10) years following completion of construction.
 - e. Operate the "project facilities" for the anticipated useful life, minimum of **20** years, upon completion of the facility measured by the final reimbursement request. Operate means regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - f. Provide to the DEPARTMENT for approval, a complete rate schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments.
 - g. Adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date.
 - h. Separately account for and reserve in a restricted fund net revenues accruing from the operation of the harbor for the future maintenance or expansion of the harbor or, with the approval of the DEPARTMENT, the construction of other recreational boating facilities.
 - i. Furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - j. Maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - k. Erect and maintain a sign on the property for the life of the facilities which designates this project as having been constructed with the assistance of GIA. The size, color and design of this sign shall be in accordance with DEPARTMENT specification and shall be approved by the DEPARTMENT before constructed. The sign shall be placed in a location where it is visible and readable to the majority of boaters using the harbor.
4. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Any costs and expenses incurred before or after the project period shall be the sole responsibility of the GRANTEE.
 5. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a progress report quarterly during the project period (due January 1, April 1, July 1, and October 1). Reports shall be submitted to the Waterways Grant Coordinator.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun. For grants \$15,000 or less, the request reimbursement should be submitted for entire amount at completion of the project.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than (date 90 days after project period)**. If the GRANTEE fails to submit a complete final request for reimbursement by **(date 90 days after project period)**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

6. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used in the project area and solely for the purposes specified in the application and this Agreement. Upon completion of the project, a final set of "as built" plans shall be submitted to the DEPARTMENT in an appropriate digital format.
7. The facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of a facility by the GRANTEE for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the DEPARTMENT.
8. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress, egress, or employment thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability in accordance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 as amended or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 as amended. Any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.
9. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than the useful life of the project facilities.
10. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
11. During the life of the facilities, none of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed, either in fee, easement, or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
12. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of recreation and recreation facilities beyond the financial contribution alone and commits the project area to Michigan's recreation estate for the useful life of the project facilities. Prior to completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public harbor. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.
13. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing project site.
14. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
15. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the harbor project that is the subject of this Agreement. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

16. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
- a. it is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended.
- or
- b. If any portion of the project area is a facility, documentation that DEPARTMENT of Environmental, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public recreation use and/or the resource protection values of the project area.
17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
18. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Once a non-compliance issue(s) has been documented, the DEPARTMENT shall notify the GRANTEE. The GRANTEE shall respond to the non-compliance within forty-five (45) calendar days. The GRANTEE shall collaborate with the DEPARTMENT to develop an acceptable plan to remedy non-compliance issue(s).
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT may, in addition to any other remedy provided by law:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current waterway grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE on all DEPARTMENT administered grant programs until the breach is corrected; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
 - f. To purchase the facilities and the right of access over GRANTEE property to the facilities at the existing value of the facilities, less any financial contribution made by the DEPARTMENT. The value of the facilities shall be determined by three competent appraisers; one to be selected by the GRANTEE, one to be selected by the DEPARTMENT, and the third to be selected by the first two appraisers. The DEPARTMENT and the GRANTEE shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the

facilities over GRANTEE property. The DEPARTMENT shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the DEPARTMENT does not exercise the option within that period, the GRANTEE shall pay to the DEPARTMENT a sum equal to the total financial contribution made by the DEPARTMENT towards the construction or maintenance of the facilities.

24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding; upon request by the GRANTEE; or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
26. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
27. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan DEPARTMENT of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
28. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
29. The rights of the DEPARTMENT under this Agreement shall continue for the anticipated life of the project facilities as stated in Section 3(d).
30. Commercial operations of any type shall not be permitted at any of the facilities or located on the facilities without a permit executed by both the GRANTEE and the DEPARTMENT consistent with State Land Use Rule 299.922(dd).
31. Provide, upon the DEPARTMENT's request, one seasonal boat slip at no cost for DEPARTMENT-owned vessels.
32. GRANTEE has the option to participate in the State Harbor Reservation System
33. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
34. This Agreement supersedes all Grant in Aid Harbor Waterways Program agreements for this project area between the parties.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

CITY OF GLADSTONE
RESOLUTION NO. 2024-06
MICHIGAN GRANT IN AID PROGRAM
GLADSTONE MARINA RENOVATION PHASE II

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

RESOLVED, that the City of Gladstone, Michigan, does hereby accept the terms of the Agreement as received from the Michigan DEPARTMENT of Natural Resources, and that the City of Gladstone does hereby specifically agree, but not by way of limitation, as follows:

1. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
5. To establish and appoint the City of Gladstone to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.
6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the GRANTEE pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.
7. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

AYES:
NAYES:

STATE OF MICHIGAN
COUNTY OF DELTA

I, Kimberly Berry, Clerk of the City of Gladstone, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan DEPARTMENT of Natural Resources, which Resolution was adopted by the Gladstone City Commission at a meeting held July 22, 2024.

Kimberly Berry, Gladstone City Clerk
07-22-2024

Completed Project (Phase I):

The City of Gladstone (City) is continuing a multi-phased effort to renovate its marina along the western shore of Little Bay de Noc, Lake Michigan. A comprehensive Preliminary Engineering Report prepared by Timberland Engineering Inc. (included with this application) in 2007 has served as the basis for planning marina improvements. The City worked with the Waterways Program to construct Phase I of the Marina Renovation project during the 2013 construction season. The 2013 Waterways project accomplished the following improvements:

- Replacement of 13 existing docks with ADA compliant flotation docking
- Installation of De-icer units
- Electrical upgrades
- Plumbing upgrades



Figure 1: Phase I Flotation Docking – West End of Docks – Looking Southeast (2024.03.18)



Figure 2: Phase I Flotation Docking – Northeast Looking South (2024.03.18)

Current Application (Phase II):

The City is requesting additional grant funding in fiscal year 2024 to aid in completing the following marina improvements:

- Replacement of four remaining stationary existing docks with ADA compliant flotation docking
- Plumbing upgrades
- Electrical upgrades
- Replacement and relocation of the existing fuel pumping station to the dock
- Replacement and relocation of the existing sanitary pump out station to the dock

Estimated Costs

The scope items indicated above have associated cost estimates as follows:

- Dockage: \$147,000
- Plumbing: \$19,000
- Electrical: \$62,000
- Fuel Pumping Facility Relocation: \$40,000
- Sanitary Pump Out Station Relocation: \$10,000
- Contingency: \$27,800
- Engineering: \$48,000

These expenses total \$353,800 required to complete Phase II of the City’s Marina Renovation Project.

Estimated Construction Schedule

The City is prepared to commit the necessary funds required as match for this project whenever grant money can be made available. Ideally, funding would be made available in time for design engineering to take place in 2024 and construction in 2025.



Figure 3: Existing Docks – Looking South (2024.03.15)

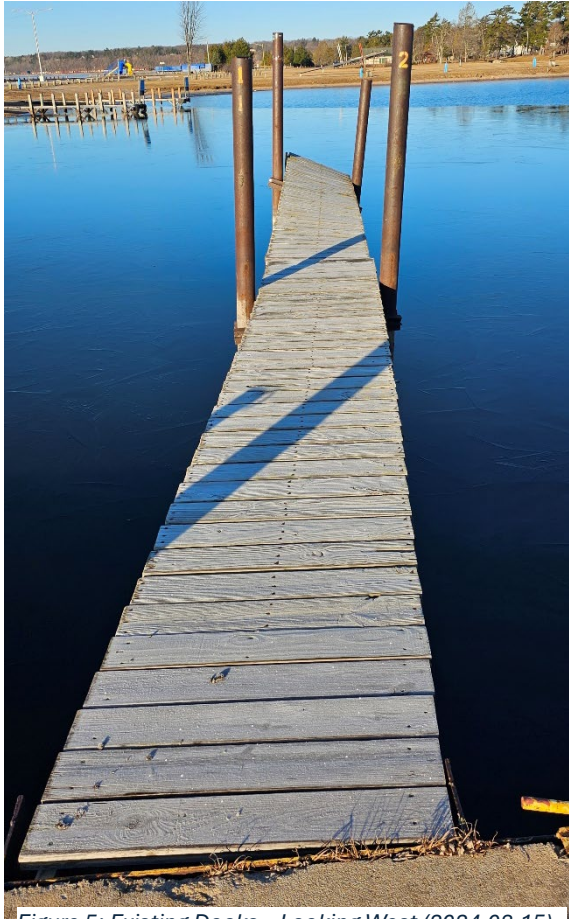


Figure 5: Existing Docks – Looking West (2024.03.15)

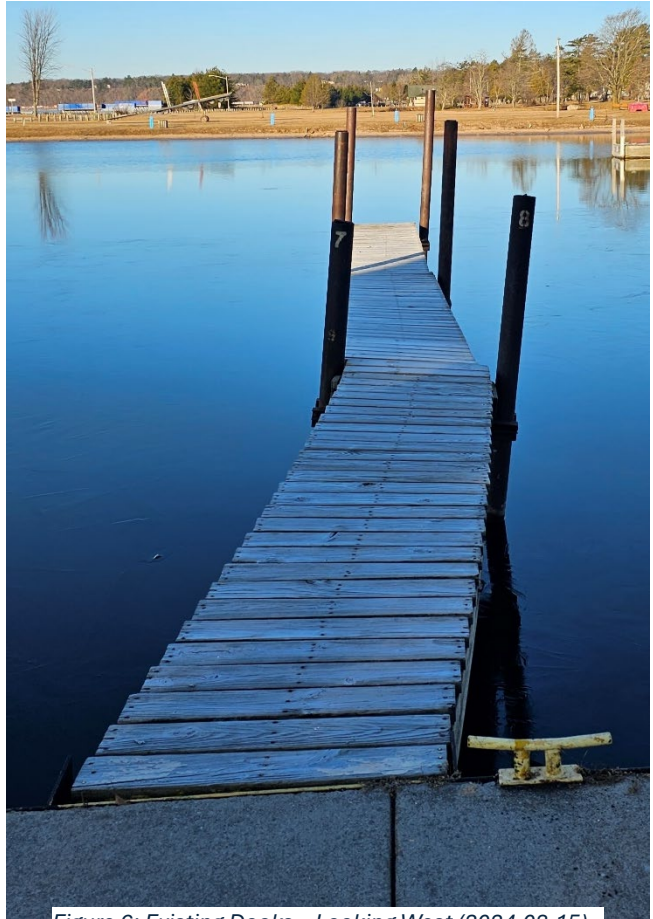


Figure 6: Existing Docks – Looking West (2024.03.15)



CUPPAD Region



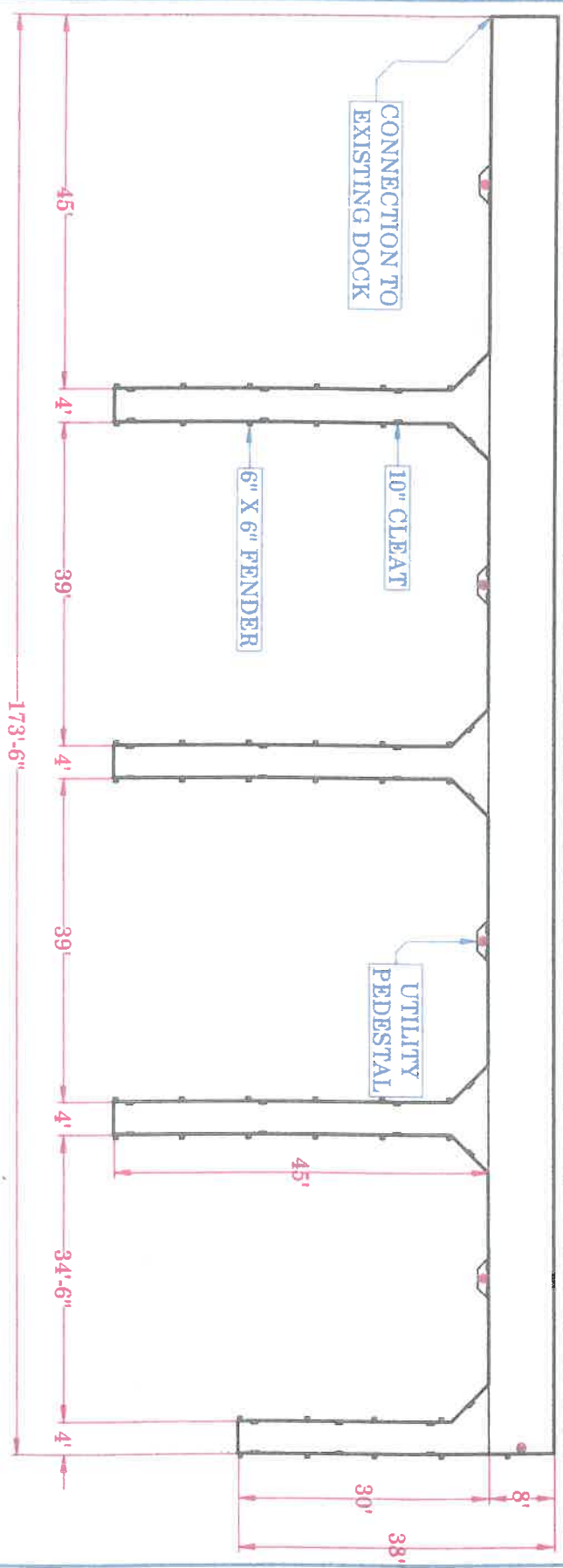
Map Publication:
07/15/2024 6:14 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. CUPPAD expresses no warranty for the information displayed on this map document.



EXISTING SEAWALL



CITY OF GLADSTONE

MARINA EXPANSION



FLOTATION DOCKING SYSTEMS
 PO BOX 178
 160 HODECK ST.
 CEDARVILLE, MI 49719
 (906) 484-3422
 WWW.FLOTATIONDOCKING.COM

SHEET TITLE:

CONCEPTUAL PLAN

DATE: 6/15/15

SCALE: NTS

DRAFTED BY: CDC

REVISIONS:



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.org

Staff Report

Agenda Date: 07-22-2024 Eric Buckman, City Manager: _____

Department: Parks and Recreation Department Head Name: _____

Presenter: Eric Buckman Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Professional Engineering Services for Gladstone Marina Renovation – Phase II

BACKGROUND:

Coleman Engineering helped us secure a 49% grant from MDNR Waterways to replace the Transient docks and extend the walkway to the fueling/pump-out station. They did the original engineering for Phase I and a preliminary design for Phase II.

FISCAL EFFECT:

Not-To-Exceed \$38,000. The City will be reimbursed 49% of this (\$18,620) from Waterways. The remainder (\$19,380) will be funded from the dedicated fund balance in the Harbor Fund and expected benefactor donations.

SUPPORTING DOCUMENTATION:

Attached proposal from Coleman

RECOMMENDATION:

Approve proposal for services.



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

635 CIRCLE DRIVE • IRON MOUNTAIN, MI 49801 • PHONE: 906-774-3440

May 13, 2024

Mr. Eric Buckman, City Manager
City of Gladstone
1100 Delta Avenue
Gladstone, MI 49837
Email: ebuckman@gladstonemi.org

Re: Professional Engineering Services
Gladstone Marina Renovation – Phase II

Dear Mr. Buckman:

Coleman Engineering Company (CEC) appreciates the opportunity to submit our proposal for professional engineering services to the City of Gladstone (City) for Phase II of the marina renovation project. The project is to include the replacement of four stationary existing docks with ADA compliant flotation docking, plumbing and electrical upgrades, and replacement and relocation of the existing fuel pumping station and sanitary pump out station.

Our project understanding is based on information provided to CEC by the City, including the preliminary engineering study, the MDNR Waterways grant application, and other verbal information provided by the City.

CEC will undertake the following tasks to complete this project:

- Meet with City representatives to finalize the project scope and delivery schedule.
- Perform a topographical survey of the project area.
- Obtain an EGLE/USACE Joint Permit to conduct marina improvements.
- Design drawings for the plumbing and electrical upgrades, as well as the replacement and relocation of the existing fuel pumping and sanitary pump out stations.
- Prepare specifications for the previously mentioned improvements.
- Prepare an Engineer's Opinion of Cost.
- Aid the City in the bidding process.
- Conduct a pre-construction meeting with the Contractor and prepare preconstruction meeting minutes.
- Perform four (4) site visits during construction.

Page 2
May 13, 2024

- Develop a punch list post-construction with MDNR assistance.
- Assist the City with preparing MDNR Waterways Grant reimbursement request.

Assumptions:

- Geotechnical drilling and report will not be required for this project. A description of the existing soil conditions is included in the preliminary engineering report and should suffice for the proposed project scope.
- Flotation Docking Systems will be solely responsible for the engineering of the docks and connections, as well as the permitting and coordination associated with on-dock utilities.
- Flotation Docking Systems will be solely responsible for the design of the de-icing system.
- Plumbing, electrical, and fuel system permits will be obtained by the contractor.
- We understand that approval of this proposal is contingent upon successful execution of a MDNR Waterways Grant Agreement. CEC will not commence work on the project until we receive written approval from the City.

Fee:

CEC proposes to provide the above referenced professional engineering services on a time and materials basis for a total not-to-exceed fee of \$38,000.

Should you accept this proposal, please contact our office and a corresponding Work Order will be provided to you. Once again, we would like to thank the City of Gladstone for this opportunity.

Sincerely,
COLEMAN ENGINEERING COMPANY



Scott Nowack, P.E.
Project Manager

SN/mab

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI 49837
www.gladstonemi.org

**MEETING TYPE
STAFF REPORT**

Agenda Date: 07-22-2024

**Eric Buckman, City
Manager:**

Department: City Manager

Department Head Name:

Presenter: Eric Buckman

Kim Berry, City Clerk:

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Tax Reverted Lands

BACKGROUND:

The Delta County Treasurer submitted the Delta County Foreclosed land list which has one property located in the City of Gladstone. Parcel # 21-052-617-009-00. 611 29th Street, Delinquent Taxes of \$7,305.53. The City of Gladstone has an opportunity to purchase the property for \$94,600.00 or opt to pass on the option to purchase the property.

FISCAL EFFECT:

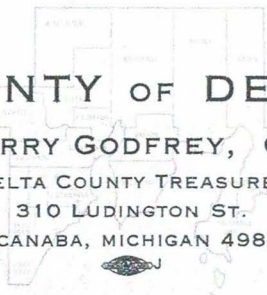
\$94,600.00

SUPPORTING DOCUMENTATION:

Letter from Delta County dated July 9, 2024

RECOMMENDATION:

Motion to opt out of purchase of the foreclosed property located at 611 29th Street (Parcel # 21-052-617-009-00).



COUNTY OF DELTA

SHERRY GODFREY, CPA

DELTA COUNTY TREASURER

310 LUDINGTON ST.

ESCANABA, MICHIGAN 49829

PHONE: (906) 789-5152

FAX: (906) 789-5171

WEBSITE:

www.deltacountymi.org
sherrygodfrey@deltacountymi.org

July 9, 2024

TO: Delta County Cities, Townships, and Village
 Delta County Board of Commissioners

RE: Tax Reverted Lands

*****This Letter requires City, Township, or Village board action*****

Listed on the back of this letter are the properties which have reverted to the County for non-payment of 2021 property taxes. These properties are to be offered at public auction on August 6, 2024. I am required to offer the parcels first to the State of Michigan, then to the local units of government, and finally to the County.

In 2021, legislation was enacted through Michigan Public Act 255 which changed the way tax foreclosed lands are able to be passed to local units of government. The major changes from that legislation is that the purchase NO LONGER needs to be for public purpose, and the local units of government NO LONGER have to remit profits from the subsequent sale of such lands. If you elect to claim your right of first refusal on a foreclosed property, the purchase price is determined as follows:

- If the State elects not to purchase tax foreclosed property and there are no claims for the surplus proceeds, the city, township, or village may purchase the foreclosed property by paying the minimum bid.
 - The minimum bid is the delinquent taxes due, plus any legal fees or maintenance fees associated with the property prior to auction.
 - Notification of claims for surplus proceeds by the former owners of the parcels are required to be made by July 1, 2024.
- If the State elects not to purchase tax foreclosed property and there ARE one or more claims for surplus proceeds, the city, township, or village may purchase the foreclosed property by paying the minimum bid or fair market value, whichever is greater.
 - I have determined that the fair market value will be double the current State Equalized Value, but I will not defend such in any potential lawsuits from former taxpayers, etc.

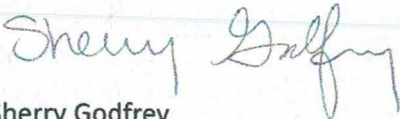
My hope is that all local units of government will pass on their option, and I can offer the parcels to the general public at the August auction. Putting the property back into taxpayer ownership will keep the value on the tax rolls and prevent loss of tax dollars. Also, the County is covering the cost of holding the public auction and the cost of defense from lawsuits relating to the 2021 legislation. By taking the option to purchase the parcels, the local unit of government takes on these costs and any subsequent lawsuits.

Delta County Foreclosed Land List:

Parcel#	Address	Delinquent Taxes	2x SEV	Claim(s) Filed?
001-111-005-10	20 Acres E of Rock	\$ 1,426.06	\$ 23,200	No
003-124-012-00	6111 E Stonington AA.5 Rd	830.11	2,400	Yes
010-104-016-00	US HWY 2 near Foxy's Den	1,072.36	13,600	No
012-183-067-00	8344 25 th Ln	2,264.76	52,000	Yes
014-060-019-00	18 th Rd, near Danforth Rd	633.37	600	No
041-400-005-00	16026 Water Street	5,868.75	37,000	Yes
041-417-007-00	6438 State Street	6,072.39	62,800	Yes
051-010-2930-477-002	1017 2 nd Ave S	6,584.04	75,200	No
051-200-3606-186-005	2511 S 21 st St	7,164.66	145,200	Yes
051-320-2930-402-005	1409 1 st Ave N	8,773.09	78,000	Yes
051-370-2919-178-004	1412 Stevenson Ave	6,137.45	78,400	Yes
051-412-2836-200-005	2720 7 th Pl	5,534.45	104,200	No
051-412-2836-200-011	2705 7 th Ave S	5,360.98	101,400	No
051-420-2836-200-089	2717 7 th Ave S	2,830.23	56,200	Yes
052-617-009-00	611 29 th St	7,305.53	94,600	Yes

Please email me at sgodfrey@deltacountymi.gov or write to Delta County Treasurer, 310 Ludington Street, Escanaba, MI 49829 to express interest in acquisition of a parcel. For any questions, please call me at 906-789-5152.

Thank You,

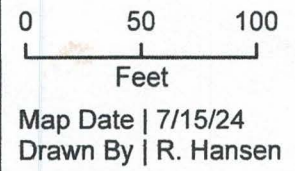


Sherry Godfrey
Delta County Treasurer



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City of Gladstone | Tax Reverted Land
Address | 611 29th St
Parcel ID | 052-017-009-00



Colligō GIS

Iron Mountain Office
631 Circle Drive
Iron Mountain, MI 49801
(906) 771-9440

Ironwood Office
200 East Ave Street
Ironwood, MI 49838
(906) 935-9498

Green Bay Office
790 Marquette Lane, Unit 3
Green Bay, WI 54304
(920) 251-9301
Colligogis.com