



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
September 28, 2026
6:00 PM

AGENDA

CALL TO ORDER

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

CONFLICTS OF INTEREST

PUBLIC HEARINGS

PUBLIC COMMENT

CONSENT AGENDA

4. DDA Regular Meeting Minutes of August 18, 2026
5. City Commission Regular Meeting Minutes September 14, 2026
6. DDA Regular Meeting Minutes of September 15, 2026
7. Chemtrade Chemicals - Invoice 90450776 - Wastewater
8. 2026 PK Contracting Invoice

UNFINISHED BUSINESS

9. Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects
24 CFR Part 58

NEW BUSINESS

10. Gladstone Housing Commission Reappointment - Mrs. Paula Waeghe
11. Authorize City Clerk to Appoint Election Workers for November 3, 2026, State General Election
12. Change Order No. 2 for Wastewater Collection System Improvements.
13. Collection System Improvements Request for Disbursement of Funds #4.
14. Wastewater Upgrades Request for Disbursement of Funds Draw #39.
15. Facade Grant Program Revisions
16. Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW25-0005 (Dockage) Bid Award – Flotation Docking Systems, Inc. \$231,200
17. Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW25-0005 (Electrical) Bid Award – Master Electric Inc., \$97,495.00
18. Approve Contract Agreement City of Gladstone and IBEW 876
19. MERS Defined Contribution (DC) Adoption Agreement Addendum- City Manager
20. Gladstone Representative Appointment to DATA Board

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: 09-25-2026

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 DOWNTOWN DEVELOPMENT AUTHORITY

City Hall Chambers – 1100 Delta Avenue

August 18, 2026

8:15 AM

Item 4.

MINUTES

CALL TO ORDER

DDA Chairperson, Jay Bostwick, called the meeting to order at 8:16 AM ET.

1. Roll Call

PRESENT	ABSENT
Daniel Becker	Joe Thompson (Excused)
Jacob Taylor	Nathan Neumeier (Excused)
Jay Bostwick	
Jason Lippens	
Kyle Closs	
Robert LeDuc	
Parker Grzybowski	

Staff Present: Patricia West & Rob Spreitzer

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

2. Special Meeting Minutes - July 28, 2026

Motion made by Closs, seconded by Taylor to approve the special meeting minutes of July 28, 2026.

Voting Yea: Becker, Taylor, Bostwick, Lippens, Closs, LeDuc, Grzybowski

MOTION CARRIED.

FINANCIALS

3. June Revenue & Expense Report

West provided an overview of the June Revenue & Expenditure Report.

CONFLICTS OF INTEREST

None.

ADDITIONS TO THE AGENDA

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

4. Board Appointment Renewals

Following the introduction of the agenda item, DDA Chairperson, Jay Bostwick, stated he was not seeking reappointment as he intended to move out of the district in October. Bostwick announced his resignation.

Motion made by Closs, seconded by LeDuc to accept the resignation of Jay Bostwick effective August 19, 2026 while also recommending to the Mayor the reappointment of Parker Grzybowski and Jacob

Taylor to the Gladstone Downtown Development Authority Board for four-year terms expiring May 2030, subject to the approval by a majority vote of the members-elect of the City Commission.

Item 4.

Voting Yea: Becker, Taylor, Bostwick, Lippens, Closs, LeDuc, Grzybowski

MOTION CARRIED.

5. Facade Grant Program Revisions

Motion made by Closs, seconded by Becker to recommend approval to the Gladstone City Commission for the proposed revisions outlined in the Facade Grant Program, subject to review and approval by legal counsel.

Voting Yea: Becker, Taylor, Bostwick, Lippens, Closs, LeDuc

MOTION CARRIED.

6. The Depot Planning Proposal

Motion made by Closs, seconded by Grzybowski to approve the proposed phased funding, bidding, and construction plan for The Depot project as presented; to designate Phase One - Pavilion and Site Improvements as the immediate construction priority; to preserve approximately \$116,500 in identified FY 2026-27 DDA funding for Phase One; and to authorize staff to prepare and solicit competitive bids for the complete Phase One scope in accordance with the City's Purchasing and Bidding Policy.

Voting Yea: Becker, Taylor, Bostwick, Lippens, Closs, LeDuc, Grzybowski

MOTION CARRIED.

CITY COMMENTS & REPORTS

West provided an update on each of the following.

7. City Software Updates

The City of Gladstone will be pursuing updates to their website by the end of the calendar year, as well as adopting new electronic permitting software for zoning.

8. Downtown Day | Saturday, September 26th

Planning is underway for the third Downtown Day on September 26th.

9. Efficiency United Rebate & Incentive Programs

Information on the rebate and incentive program was enclosed in the agenda packet.

10. MDA Upper Peninsula Workshop

West, Closs, and Spreitzer shared updates and learnings from the Michigan Downtown Association workshop that took place in Marquette and Negaunee.

11. Rocking For Bay | Saturday, August 29, 2026

The Rocking for Bay fundraiser flyer was provided in the packet.

12. Updates to the ORV Ordinance

Recent changes were made by the City Commission to the ORV Ordinance.

BOARD COMMENTS & REPORTS

None.

ADJOURNMENT

Motion made by Becker, seconded by Closs to adjourn at 9:04 AM ET.

Voting Yea: Becker, Taylor, Bostwick, Lippens, Closs, LeDuc, Grzybowski

MEETING ADJOURNED.



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
September 14, 2026
6:00 PM

Item 5.

MINUTES

Mayor Pro-Tem Mantela called the meeting to order, gave the Invocation and led the Pledge of Allegiance.

City Clerk Kimberly Berry called the roll:

PRESENT

Commissioner Judy Akkala
Mayor Pro-Tem Brad Mantela
Commissioner Steve O'Driscoll
Commissioner Whitney Maloney

ABSENT

Mayor Joe Thompson - Excused

No public comment offered.

Motion made by Commissioner Akkala, Seconded by Commissioner Maloney to approve the consent agenda as presented.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Maloney to adopt Ordinance No. 635 Rezoning of 915 Blackwell Avenue 21-052-515-001-00 from a split B-2 General Business and I-1 Light Industrial zoning designation to I-1 Light Industrial.

Commissioner Steve O'Driscoll	Yes
Commissioner Whitney Maloney	Yes
Commissioner Judy Akkala	Yes
Mayor Pro-Tem Brad Mantela	Yes
Mayor Joe Thompson	Absent - Excused

MOTION CARRIED

Motion made by Commissioner Akkala, Seconded by Commissioner O'Driscoll to approve request for disbursement of funds #2 totaling \$359,233.55 for the Wastewater Collection System Improvements Project.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Maloney to approve request for disbursement of funds #3 totaling \$352,287.29 for Collection System Improvements Project.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Akkala to table signing the Environmental Assessment Determinations and Compliance Findings for HUD-Assisted Projects 24 CFR Part 58 for Gladstone Housing Commission to Monday, September 28, 2026, Regular Commission meeting pending attorney review.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Maloney to reappoint Parker Gryzbowski and Jacob Taylor to the Gladstone Downtown Development Authority for four-year terms expiring May 2030.

MOTION CARRIED

Motion made by Commissioner O'Driscoll, Seconded by Commissioner Akkala to place the DDA resignations of Jay Bostwick and Rob LeDuc on file and declare two vacancies with term expirations of May 2030 and May 2028.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner O'Driscoll to approve the Gladstone DDA Great Gladstone Harvest Fest event to be held in downtown Gladstone and reserve the city parking lot next to Wally's Bar on Sunday, October 25, 2026, from 2:00 PM to 6:00 PM with set up at Noon and clean up at 6PM - 7PM.

MOTION CARRIED

City Manager Robert Spreitzer reported the following:

- City Hall is now back to normal hours of operation Monday – Friday 9:00 AM – 4:00 PM
- Attended the Rocking for Bay fundraiser hosted by Wally's Bar and Bay College, great use of our social district and brought a good crowd to our main street and hope the event grows even larger next year
- Bad news – Mr. O'Connor has filed his sixth lawsuit against the City which was filed the same day of the hearing on the previous five suits. This suit is regarding the 9th Street Special Assessment project. Good news is we received an email from our attorney about an hour ago that reads as follows: "Good news, we received the attached order from the court dismissing Mr. O'Connor's first five cases on the ground that he lacks standing to assert general violations of the city charter. The order is attached for your review and records, and Mr. O'Connor has until September 30th to file an appeal."

Community Development Director Patricia West presented the 2026 Local Economies Opportunity Report from Michigan Municipal League.

There being no further business before the Commission, Mayor Pro-Tem Mantela adjourned the meeting at 6:53 PM.

Mayor Pro-Tem Brad Mantela

City Clerk Kimberly Berry



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY

Item 6.

Electric Department Conference Room - 10 N 11th St

September 15, 2026

8:15 AM

MINUTES

CALL TO ORDER

DDA Chairperson, Kyle Closs, called the meeting to order at 8:20 AM ET.

1. Roll Call

PRESENT	ABSENT
Daniel Becker	Joe Thompson (Excused)
Jacob Taylor	
Jason Lippens	
Kyle Closs	
Nathan Neumeier	
Parker Grzybowski	

Staff Present: Patricia West

2. Election of Vicechair/Secretary Person

Motion made by Closs, seconded by Taylor, to nominate Daniel Becker to the position of Vice-Chairperson/Secretary.

Roll Call Vote:

Becker – Yea

Taylor – Yea

Lippens – Yea

Closs – Yea

Neumeier – Yea

Grzybowski – Yea

Motion carried unanimously. Daniel Becker was appointed Vice-Chairperson/Secretary.

PUBLIC COMMENT

Laena Bosk of Great Lakes First Federal Credit Union introduced herself to the Board and expressed interest in being considered for a future appointment to the DDA Board.

APPROVAL OF MINUTES

3. DDA Regular Meeting Minutes of August 18, 2026

Motion made by Taylor, seconded by Grzybowski to approve the DDA Regular Meeting Minutes of August 18, 2026.

Voting Yea: Becker, Taylor, Lippens, Closs, Neumeier, Grzybowski

MOTION CARRIED.

FINANCIALS

4. August Revenue & Expenditure Report

West provided an overview of the August financials. Becker inquired about the "Buildings" line item listed under assets. West will provide clarification to the group after clarifying with the Treasurer.

CONFLICTS OF INTEREST

None.

Item 6.

ADDITIONS TO THE AGENDA

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

5. **Dynamic Design Proposal | The Depot Final Design, Bidding/Construction Administration**

Motion made by Becker, seconded by Grzybowski, to request a time-and-materials proposal from Dynamic Design utilizing their in-house services for electrical and plumbing design, and to reconvene at a special meeting outside of the regular meeting schedule to consider the proposal.

Voting Yea: Becker, Taylor, Lippens, Closs, Neumeier, Grzybowski

MOTION CARRIED.

CITY COMMENTS & REPORTS

6. **2026 Local Economies Opportunity Report**

West provided an overview of the Michigan Municipal League (MML) Local Economies Opportunity Report and sought Board guidance on prioritizing the report's recommendations.

Taylor identified public parking signage as an area requiring immediate attention. West indicated she would compile options and recommendations for consideration at the next meeting.

Closs and Grzybowski shared their perspectives and experiences from the MML site visit.

7. **DDA Vacancies Reviewed in October**

The two DDA vacancies will be reviewed during the regular October meeting.

8. **Downtown Day | Saturday, September 26th**

West provided an overview of Downtown Day planning and stated a future vendor fee should be considered.

9. **Facade Grant Program Updates**

West shared that the attorney has reviewed the facade grant program revisions, and those revisions will be reviewed by the City Commission for final approval on September 28th.

10. **Old-Fashioned Christmas Focus Group**

An Old-Fashioned Christmas focus group is going to take place to discuss proposed changes to the event with downtown business owners on Thursday, September 17th.

11. **Planning Commission Vacancy**

There is one Planning Commission vacancy with the City of Gladstone. Anyone interested is encouraged to apply by September 28th.

12. **Rocking For Bay Event**

West shared that she was very pleased with the Rocking For Bay event and hopes to continue to serve as a host site in the future.

BOARD COMMENTS & REPORTS

None.

ADJOURNMENT

Motion made by Closs, Seconded by Neumeier to adjourn at 9:35 AM.

Voting Yea: Becker, Taylor, Lippens, Closs, Neumeier, Grzybowski

MEETING ADJOURNED.

Item 6.

CHEMTRADE

Please Remit To :
Chemtrade Chemicals US LLC
 Dept# 771807
 P. O. BOX 77000
 Detroit, MI
 48277-1807

INVOICE

Invoice No.
90450776

Invoice Date
 September 10, 2026

If query please quote this number.

Invoice to (Buyer)

CITY OF GLADSTONE, MI
 WATER DEPT
 1100 DELTA AVE
 GLADSTONE MI 49837

Consignee

CITY OF GLADSTONE WASTEWATER TREAT
 413 MINNEAPOLIS AVE
 GLADSTONE MI 49837

Customer Purchase Order	Ship Date	Due	Currency	
Verbal Rodney	Sep 10, 2026	Oct 10, 2026	US Dollar	
Payment Terms	Customer No	Customer State Tax No	Our GST No.	
Within 30 days Due net	401462	MUNICIPALITY		
Freight Terms	Via	Type	Sales Company	
Prepaid		F2	2014	
Shipped From	B/L No.	Vehicle ID	Order No.	
Chemtrade (Menasha, WI), US	80471729	417978-106	471928	

If you prefer to wire or ACH funds, please send to:

JP Morgan Chase Bank
 611 Woodward Avenue, Detroit, MI 48226
 Chemtrade Chemicals US LLC
 ABA# (Wires) : 021 000 021
 ABA# (ACH) : 072 000 326
 Account : 580079692 (SWIFT CHASUS33)

Material	Description	Invoice Quantity	Price	Per	USD Amount
11927	ALUM SULFATE LIQ STD BULK	10.596	606.00	ST100%	6,421.18
	Quantity AS IS : 22.129 Ton				
	Strength Factor: 8.14 % PRICE BASE 17%				
	Sulphur Surcharge		60.00	ST100%	635.76
Please Pay (USD)					7,056.94

LL approval
9/28/2026

590-549-764

Questions Please Contact: Credit, Tel: (416) 678-5472, E-mail: credit@chemtradelogistics.com

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THESE PRODUCTS ARE SOLD AND SHIPPED IN ACCORDANCE WITH THE TERMS OF SALE ON THE REVERSE SIDE OF THIS DOCUMENT.

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 Our commitment to sustainability.

S4P SYSTEM Sep 11, 2026 22:13 EST



MAIN OFFICE
1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

INVOICE

TO: CITY OF GLADSTONE
1100 DELTA AVENUE
GLADSTONE, MI 49837

INVOICE DATE: 6/23/2026
DUE DATE: UPON RECEIPT

PK INVOICE# 266084-001

ATTN BARRY LUND
Blund@gladstonemi.gov

PAVEMENT MARKINGS

		WORK OF:		6/16/2026-6/22/2026	
ITEM CODE	DESCRIPTION	PK completed to date	UNIT Price	Due This Period	
1	WB4"W	65,467.00	\$ 0.130	\$ 8,510.71	
2	WB 4"Y	86,300.00	\$ 0.130	\$ 11,219.00	
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-

Please pay from this invoice

BALANCE DUE \$ 19,729.71

PLEASE REMIT PAYMENT TO:
PK CONTRACTING
1965 BARRETT
TROY MI 48084

202-474-800.000
B2



Board:	City Commission
Agenda Date:	09/28/2026
Department:	Gladstone Housing Commission
Presenter:	Mike Lindahl

Staff Report

Agenda Item Title:

Sign Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Background:

****Update** – The response from the attorney is not complete for the meeting – need to table this agenda item to next regular meeting of October 12th**

Every 5 Years an Environmental Assessment of the property is required. This assessment is a more in-depth review due to the Section 18 Demolition/Disposition process.

Fiscal Effect:

None currently.

Supporting Documentation:

Please see attached Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58, HUD PHASE I ENVIRONMENTAL SITE ASSESSMENT and Letter of Support from April 2025.

Recommendation:

Motion to table to the regular meeting of October 12, 2026 as we await attorney review.



Board:	City Commission
Agenda	09-28-2026
Date:	
Department:	Housing Commission
Presenter:	City Manager

Staff Report

Agenda Item Title:

Gladstone Housing Commission Reappointment – Mrs. Paula Waeghe

Background:

Mrs. Paula Waeghe is willing to continue to serve on the Gladstone Housing Commission. This reappointment has a term expiration of October 1, 2031.

Fiscal Effect:

None

Supporting Documentation:

None

Recommendation:

Reappoint Mrs. Paula Waeghe to the Housing Commission with a term expiration of October 1, 2031.



Board:	City Commission
Agenda Date:	09-28-2026
Department:	City Clerk
Presenter:	Kim Berry, City Clerk

Staff Report

Agenda Item Title:

Authorize City Clerk to Appoint Election Inspectors for the November 3, 2026 State General Election

Background:

Election inspectors must be appointed for the November 3, 2026 State General Election for Early Voting, Precincts 1, 2, Absent Voter Counting Board for Precincts 1 & 2, Receiving Board and Public Accuracy Testing.

Fiscal Effect:

Budgeted Election Payroll

Supporting Documentation:

None

Recommendation:

Authorize City Clerk, Kim Berry to appoint the necessary election inspectors as needed for the November 4, 2026 State General Election for Early Voting Precinct, Precincts 1, 2, Absent Voter Counting Board for Precincts 1 & 2, Receiving Board and Public Accuracy Testing.



Board:	City Commission
Agenda Date:	September 28, 2026
Department:	Wastewater
Presenter:	Rodney Schwartz/C2AE

Staff Report

Agenda Item Title:

Change Order No. 2 for Wastewater Collection System Improvements.

Background:

Change orders are needed to make changes to the existing contract documents. See supporting documentation for description of work.

Fiscal Effect:

\$87,739.28 increase in contract price. This will increase the current contract price from \$5,154,661.67 to \$5,242,400.95. Original contract price was \$5,129,901.41. (\$112,499.54 overall increase, 33% of contingency)

Supporting Documentation:

Please see attached Change Order No. 2 from C2AE Engineering.

Recommendation:

Make a motion to approve Change Order No. 2 as recommended by C2AE Engineering for a net increase to the contract price of \$87,739.28.

CHANGE ORDER NO.: 2

Owner: City of Gladstone Owner's Project No.:
 Engineer: C2AE Engineer's Project No.: 22-0421
 Contractor: Barley Trucking & Excavating, Inc. Contractor's Project No.:
 Project: Wastewater Collection System - Sanitary Sewer Improvements
 Contract Name: CWSRF Project No. 5866-01
 Date Issued: September 11, 2026 Effective Date of Change Order: September 11, 2026

The Contract is modified as follows upon execution of this Change Order:

Description:

Balancing contract modification - covers overage of pay item "Trench Undercut and Backfill" and addition of pay item "Backfill, Structure, LM, Modified" due to poor substrate conditions encountered in the field.

Attachments:

Bulletin #4 – Additional Pay Item for Backfill

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 5,129,901.41	Substantial Completion: Sept. 15, 2027
	Ready for final payment: Oct. 15, 2027
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1
\$ 24,760.26	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 5,154,661.67	Substantial Completion: N/A
	Ready for final payment: N/A
Increase [Decrease] this Change Order:	[Increase] [Decrease] this Change Order:
\$ 87,739.28	Substantial Completion: None
	Ready for final payment: None
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 5,242,400.95	Substantial Completion: Sept. 15, 2027
	Ready for final payment: Oct. 15, 2027

Recommended by Engineer (if required)

By: 

Title: Project Manager

Date: September 11, 2026

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Jordan Barley
 Digitally signed by Jordan Barley
 Date: 2026.09.11 11:20:24
 05:00'

Project Manager

09/11/2026

Approved by Funding Agency (if applicable)



C2AE - MI

Change Order Details

220421 - Gladstone Wastewater Sanitary Sewer Improvements

Description	CWSRF # 5866-01
Prime Contractor	Barley Trucking & Excavating, Inc 1824 10th Avenue Menominee, MI 49858
Change Order	2
Status	Pending
Date Created	09/08/2026
Summary	Balancing Contract Modification
Change Order Description	Balancing item over-runs and adding a pay item to cover poor substrate conditions encountered in the field.
Awarded Project Amount	\$5,129,901.41
Authorized Project Amount	\$5,154,661.67
Change Order Amount	\$87,739.28
Revised Project Amount	\$5,242,400.95

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Participating Items									
0420	4021260	Cyd	\$86.430	150.000	\$12,964.50	290.700	\$25,125.20	440.700	\$38,089.70
Trench Undercut and Backfill									
			Funding Details						
		Non Participating (City Funded)		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Participating (Project Funded)		150.000	\$12,964.50	290.700	\$25,125.20	440.700	\$38,089.70
0430	4027001	Ft	\$170.510	20.000	\$3,410.20	8.000	\$1,364.08	28.000	\$4,774.28
_: Sewer, Cl A, 6 inch to 12 inch, Tr Det B1, Modified									
			Funding Details						
		Non Participating (City Funded)		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Participating (Project Funded)		20.000	\$3,410.20	8.000	\$1,364.08	28.000	\$4,774.28
2 items			Totals		\$16,374.70		\$26,489.28		\$42,863.98

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Participating Items					
1190	2067021	Cyd	2,500.000	\$24.500	\$61,250.00
_: Backfill, Structure, LM, Modified					

Item 12.

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: See Bulletin #4

Funding Details				
	Participating (Project Funded)	2,500.000	\$24.500	\$61,250.00
1 item				Total: \$61,250.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Participating (Project Funded)	\$5,129,901.41	\$5,154,661.67	\$87,739.28	\$5,242,400.95
Non Participating (City Funded)	\$0.00	\$0.00	\$0.00	\$0.00
2 fund packages	\$5,129,901.41	\$5,154,661.67	\$87,739.28	\$5,242,400.95



An AtkinsRéalis Company

☐ Bessemer, MI ☐ Grand Rapids, MI
☐ Brighton, MI ☐ Lansing, MI
☒ Escanaba, MI ☐ Canton, NY
☐ Gaylord, MI ☐ Syracuse, NY
P: 866.454.3923 www.c2ae.com

Bulletin # 04

Item 12.

Project #: 22-0421 **Date:** 07/31/2026
16Project: Wastewater Collection System
Sanitary Sewer Improvements
CWSRF Project No. 5866-01
A/E Firm: C2AE
Project Manager: Darren Pionk / Brian Zatloukal
Owner: City of Gladstone
Contractor: Barley Trucking & Excavating, Inc.

In accordance with the Contract Documents, we are issuing this bulletin, requesting price quotations by item for the following proposed modifications. All work shall be completed in accordance with the Contract Documents. If these proposed modifications affect the project time schedule, please inform us in your reply. The quotation shall include an itemized cost breakdown together with supporting data. Please sign and return a copy to C2AE. Please reply within 10 days.

(THIS IS NOT A WORK ORDER)

B4.1 Additional pay item for backfill

During excavation operations, the existing native soil was found to be in a condition unsuitable for roadway reconstruction and pipe bedding. The material lacks strength and stability required to adequately support the proposed roadway and is not suitable for reuse as backfill.

The estimated quantity below covers approximate volume of loose material needed to fill trench after compaction (above pipe, as undercut and stone refill is being used for pipe bedding) at a 1:1 angle up to aggregate base level, including 1 foot depth to shoulder in areas not affected by trench. Materials and construction methods shall adhere to MDOT 2020 Standard Specifications for Construction Section 206 and will include removal and disposal of native, unusable material.

Item	Description	Est. Quantity	Unit	Unit Price	Subtotal Cost
2067021	Backfill, Structure, LM, Modified	6100	CY	\$24.50	\$149,450.00

ADD \$ 149,450.00 DEDUCT \$ _____

8/3/26
Date

Jordan Barley
Digitally signed by Jordan Barley
Date: 2026.08.03 07:28:32 -05'00'
Contractor



Board:	City Commission
Agenda Date:	September 28, 2026
Department:	Wastewater
Presenter:	Rodney Schwartz

Staff Report

Agenda Item Title:

Collection System Improvements Request for Disbursement of Funds #4.

Background:

According to the procedures required by Michigan Finance Authority State Revolving Loan Fund documents, requests for reimbursement of funds require Commission approval before sending to the State. Request for Disbursement #4 includes engineering and construction costs totaling \$316,072.09.

Fiscal Effect:

\$316,072.09

Supporting Documentation:

Request for Disbursement of Funds #4 packet.

Recommendation:

To approve the Request for Disbursement of Funds #4 totaling \$316,072.09.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
Finance Division

**Drinking Water State Revolving Fund, Clean Water State Revolving Fund, and Strategic Water Quality Initiatives Fund
Request for Disbursement of Funds**

As required under authority of Parts 52, 53, and 54 of NREPA, 1994 PA 451, as amended.

General Information

You must complete the information on pages 1 and 2 for each request for disbursement of funds that is submitted to the State Revolving Funds (SRF). A separate form is required for each assigned SRF project number. Detailed instructions can be found at the end of this document. Email this completed request along with cost supporting documentation (invoices) to your [EGLE project manager](#).

SRF Project Number: 5866-01 Request #: 4 Request Type: ☒ Partial ☐ Final

Period Covered by Request (M/D/Y): 7/31/2026 to 8/28/2026 Loan Amount: \$ 6,065,000

Loan Recipient's Name: City of Gladstone Recipient's EIN: _____

Address: 1100 Delta Avenue, Gladstone, MI 49837 Phone Number: 906-428-2311

Recipient's Bank Name: Baybank

Address: 104 S. 10th Street, Gladstone MI 49837 Phone Number: 906-428-4040

Account Name: Checking ABA #: 091102894 Account #: 10027971

Special Instructions: _____

You must complete the information above along with page 2 for your request to be processed.

FOR EGLE USE ONLY

Amount this request from funding sources:

SRF loan (including BIL supplemental): _____

BIL EC: _____ BIL LSLR: _____ Booker LSLR: _____

ARP: _____ DWI: _____ L & I: _____

Request Approved by EGLE Project Manager: _____ Date: _____

Budget Items (all amounts to the penny)	Amount Incurred this Period	Amount Incurred to Date	Item 13.
1. Asset Management Program/Fiscal Sustainability Costs			
2. Planning Costs		\$15,000.00	
3. Rate Methodology Development Costs			
4. Design Engineering Costs		\$351,992.00	
5. Legal/Financial Service Fees		\$45,112.50	
6. Administrative Costs			
7. Bond Counsel Fees		\$31,500.00	
8. Bond Advertisement Costs		\$4,241.30	
9. Bid Advertisement Costs		\$75.00	
10. Capitalized Interest			
11. Land Acquisition/Relocation Costs			
12. Land Purchase Costs			
13. Construction Engineering Costs	\$7,964.21	\$36,353.42	
14. Construction Costs (Bid Contracts)	\$308,107.88	\$985,956.44	
15. Construction Costs (Force Account)			
16. Equipment Costs			
17. Other Project Costs			
18. Adjustments Due to Other Funding			
19. Reimbursement from SRF-associated grant (ARP-SRF, DWI, L&I, etc.)			
20. Total Amounts Incurred	\$316,072.09	\$1,470,230.66	
21. Amount Previously Disbursed		\$1,154,158.57	
22. Amount Requested for Loan Disbursement		\$316,072.09	

I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.

If this request for disbursement is for a FY 2025 or later DWSRF Bipartisan Infrastructure Law (BIL) Lead Service Line Replacement (LSLR)-financed project, I certify that the submitted BIL LSLR costs are for service lines that are lead or galvanized service lines downstream of **known** lead.

Authorized Representative Name: Rob Spreitzer Title: City Manager

Authorized Representative Signature: _____ Date: _____



Remit To:
 106 West Allegan St. Ste 500, Lansing, MI 48933
 Tax ID: 38-1811650
 Wire Payments: Routing No. 026009593
 ACH/EFT Payments: ABA Routing No. 111000012
 Acct. No. 4452008795

Rodney Schwartz
 City of Gladstone
 1100 Delta Avenue
 Gladstone, MI 49837-0032

August 14, 2026
 Project No: 22-0421
 Invoice No: 80269

Project 22-0421 City of Gladstone 2023 CWSRF

Professional Services for the period ending August 09, 2026

Phase 01 Project Plan

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Project Plan	15,000.00	100.00	15,000.00	15,000.00	0.00
Preliminary Design	185,000.00	100.00	185,000.00	185,000.00	0.00
Final Design	104,000.00	100.00	104,000.00	104,000.00	0.00
Bidding	11,000.00	100.00	11,000.00	11,000.00	0.00
Construction Engineering	215,000.00	16.00	34,400.00	27,950.00	6,450.00
Post Construction	21,000.00	0.00	0.00	0.00	0.00
Total Fee	551,000.00		349,400.00	342,950.00	6,450.00
Total Fee					6,450.00
Total this Phase					\$6,450.00

Phase 06 RPR

Farrell, William 17.50
 Leece, Elijah 52.50
 70.00

Total Labor 9,687.31

Nuclear Density Gauge 693.00
 Rental Vehicle Dodge RAM 1500
 miles for the week 87.78
Total Units 780.78 780.78

Project	22-0421	Gladstone 2023 CWSRF	Invoice	80269
Contract Recap		Current Billing Amount	Previous Billed Amount	To-Date
Total Billings		10,468.09	439.21	10,907.30
Contract Amount				268,000.00
Contract Balance				257,092.70
Total this Phase				\$10,468.09

Phase	07	Additional Design Engineering			
Fee					
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Soil Boring	16,750.00	70.40	11,792.00	11,792.00	0.00
Control Survey	33,500.00	100.00	33,500.00	33,500.00	0.00
Part I & II SRF Application	3,350.00	0.00	0.00	0.00	0.00
Permitting	3,350.00	100.00	3,350.00	3,350.00	0.00
Total Fee	56,950.00		48,642.00	48,642.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase	08	Additional Construction Engineering			
Fee					
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Layout	50,250.00	9.9303	4,990.00	0.00	4,990.00
Material Testing	13,400.00	0.00	0.00	0.00	0.00
Storm Water Monitoring	6,700.00	0.00	0.00	0.00	0.00
American Iron and Steel Monitoring	7,500.00	0.00	0.00	0.00	0.00
Part III SRF Application	3,350.00	100.00	3,350.00	3,350.00	0.00
Total Fee	81,200.00		8,340.00	3,350.00	4,990.00
Total Fee					4,990.00
Total this Phase					\$4,990.00
Total this Invoice					\$21,908.09

Outstanding Invoices

Number	Date	Balance
80085	6/22/2026	5,141.65
80167	7/16/2026	2,822.56
Total		7,964.21

Contractor's Application for Payment

Owner:	City of Gladstone	Owner's Project No.:	22-0421
Engineer:	C2AE	Engineer's Project No.:	22-0421
Contractor:	Barley Trucking & Excavating, Inc.	Contractor's Project No.:	
Project:	Gladstone Wastewater Sanitary Sewer Improvements		
Contract:	CWSRF No. 5866-01		
Application No.:	3	Application Date:	9/22/2026
Application Period:	From 8/1/2026	to	8/28/2026

1. Original Contract Price	\$	5,129,901.41
2. Net change by Change Orders	\$	24,760.26
3. Current Contract Price (Line 1 + Line 2)	\$	5,154,661.67
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,095,507.16
5. Retainage		
a. 10% X \$ 1,095,507.16 Work Completed	\$	109,550.72
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	109,550.72
6. Amount eligible to date (Line 4 - Line 5.c)	\$	985,956.44
7. Less previous payments (Line 6 from prior application)	\$	677,848.56
8. Amount due this application (Line 6 - Line 7)	\$	308,107.88
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	4,168,705.23

Contractor's Certification

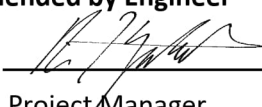
The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Barley Trucking & Excavating, Inc.

Signature: Jordan Barley Digitally signed by Jordan Barley
Date: 2026.09.23 09:27:14 -05'00' **Date:** 9/23/26

Recommended by Engineer

By: 

Title: Project Manager

Date: 9/23/2026

Approved by Funding Agency

By:

Title:

Date:

Approved by Owner

By:

Title: City Manager

Date:

By:

Title:

Date:



C2AE - MI

Detailed Payment

220421 - Gladstone Wastewater Sanitary Sewer Improvements

Description	CWSRF # 5866-01
Payment Number	3
Pay Period	08/01/2026 to 08/28/2026
Prime Contractor	Barley Trucking & Excavating, Inc 1824 10th Avenue Menominee, MI 49858
Payment Status	Pending
Awarded Project Amount	\$5,129,901.41
Authorized Amount	\$5,154,661.67

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Participating Items										
0010	1100001	LSUM	\$215,405.560	1.000	0.000	0.750	0.750	0.750	\$0.00	\$161,554.17
Mobilization, Max										
0020	1047051	LSUM	\$709.550	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Project Sign										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	1047051	LSUM	\$19,344.830	1.000	0.000	1.000	1.000	1.000	\$0.00	\$19,344.83
_: Audio-Visual Record										
0040	1047051	LSUM	\$63,601.120	1.000	0.000	0.500	0.500	0.500	\$0.00	\$31,800.56
_: Maintenance of Traffic										
0050	1047051	LSUM	\$28,691.500	1.000	0.250	0.000	0.250	0.250	\$7,172.88	\$7,172.88
_: Environmental Mitigation										
0060	2020002	Ea	\$1,032.070	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Tree, Rem, 19 inch to 36 inch										
0070	2020004	Ea	\$516.030	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Tree, Rem, 6 inch to 18 inch										
0080	2020006	Ea	\$709.550	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Stump, Rem, 19 inch to 36 inch										
0090	2020008	Ea	\$451.530	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Stump, Rem, 6 inch to 18 inch										
0100	2030011	Ea	\$516.030	9.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure, Rem										
0110	2040045	Cyd	\$212.870	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Masonry and Conc Structure, Rem										
0120	2040050	Syd	\$7.930	770.000	34.000	0.000	34.000	34.000	\$269.62	\$269.62
Pavt, Rem										
0130	2040020	Ft	\$4.320	6,260.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb and Gutter, Rem										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	2040055	Syd	\$3.230	2,605.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sidewalk, Rem										
0150	2047050	Ea	\$607.740	31.000	2.500	0.000	2.500	2.500	\$1,519.35	\$1,519.35
_: Exploratory Investigation										
0160	2050016	Cyd	\$18.150	4,646.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Excavation, Earth										
0170	3020016	Syd	\$8.430	1,000.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Aggregate Base, 6 inch										
0180	3020030	Syd	\$16.400	19,434.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Aggregate Base, 12 inch										
0190	3062002	Ea	\$703.060	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Intersection Maintenance										
0200	3070008	Syd	\$15.090	1,057.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Approach, CI I, 6 inch										
0210	3070125	Syd	\$10.350	431.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Shld, CI II, 3 inch										
0220	4020600	Ft	\$91.500	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer, CI E, 12 inch, Tr Det B										
0230	4020601	Ft	\$98.390	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer, CI E, 15 inch, Tr Det B										
0240	4020602	Ft	\$114.680	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer, CI E, 18 inch, Tr Det B										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0250	4027001	Ft	\$115.680	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_ : Sewer, Cl E, 21 inch, Tr Det B										
0260	4020603	Ft	\$157.690	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer, Cl E, 24 inch, Tr Det B										
0270	4021202	Ea	\$580.540	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 8 inch										
0280	4021203	Ea	\$580.540	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 10 inch										
0290	4021204	Ea	\$645.040	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 12 inch										
0300	4021205	Ea	\$645.040	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 15 inch										
0310	4021206	Ea	\$774.050	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 18 inch										
0320	4021207	Ea	\$903.060	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 24 inch										
0330	4021208	Ea	\$1,161.070	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Tap, 30 inch										
0340	4027050	Ea	\$148.360	7.000	1.000	0.000	1.000	1.000	\$148.36	\$148.36
_ : Sewer Bulkhead, 8 inch										
0350	4027050	Ea	\$193.520	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_ : Sewer Bulkhead, 12 inch										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0360	4021231	Ea	\$258.020	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 15 inch										
0370	4021232	Ea	\$354.770	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 18 inch										
0380	4021233	Ea	\$387.020	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 21 inch										
0390	4021234	Ea	\$496.680	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 24 inch										
0400	4021235	Ea	\$645.040	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 27 inch										
0410	4021236	Ea	\$774.050	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sewer Bulkhead, 30 inch										
0420	4021260	Cyd	\$86.430	150.000	20.800	129.200	150.000	440.700	\$1,797.74	\$12,964.50
Trench Undercut and Backfill										
0430	4027001	Ft	\$170.510	20.000	0.000	20.000	20.000	28.000	\$0.00	\$3,410.20
_: Sewer, Cl A, 6 inch to 12 inch, Tr Det B1, Modified										
0440	4027050	Ea	\$387.020	6.000	0.000	1.000	1.000	1.000	\$0.00	\$387.02
_: Sewer, Connect to Existing, 6 inch to 12 inch										
0450	4027050	Ea	\$838.550	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sewer, Connect to Existing, 15 inch to 24 inch										
0460	4027050	Ea	\$709.550	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Dr Structure, Connect to Existing, 6 inch to 12 inch										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0470	4027050	Ea	\$838.550	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_ : Dr Structure, Connect to Existing, 15 inch to 24 inch										
0480	4030005	Ea	\$580.540	18.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure Cover, Adj, Case 1										
0490	4030050	Ea	\$1,440.660	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure Cover, Type K										
0500	4030210	Ea	\$4,760.450	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure, 48 inch dia										
0510	4030220	Ea	\$5,512.820	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure, 60 inch dia										
0520	4030312	Ea	\$838.550	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Dr Structure, Tap, 12 inch										
0530	5010005	Syd	\$2.710	18,583.000	0.000	4,852.000	4,852.000	4,852.000	\$0.00	\$13,148.92
HMA Surface, Rem										
0540	5010025	Ton	\$345.560	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Hand Patching										
0550	5010061	Ton	\$301.940	84.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA Approach										
0560	5012024	Ton	\$144.060	1,531.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA, 4EL										
0570	5012036	Ton	\$136.100	1,531.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA, 5EL										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0580	8010005	Syd	\$86.410	975.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Driveway, Nonreinf Conc, 6 inch										
0590	8020021	Ft	\$24.960	5,787.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb and Gutter, Conc, Det C2										
0600	8020002	Ft	\$76.740	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb, Conc, Det E2										
0610	8030010	Ft	\$46.580	456.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Surface										
0620	8030030	Ft	\$40.760	608.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Ramp Opening, Conc										
0630	8030044	Sft	\$8.410	11,408.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sidewalk, Conc, 4 inch										
0640	8030046	Sft	\$10.030	7,376.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sidewalk, Conc, 6 inch										
0650	8070095	Ea	\$258.020	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Post, Mailbox										
0660	8100402	Ea	\$322.520	24.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sign, Type III, Erect, Salv										
0670	8167011	Syd	\$11.260	3,736.597	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Restoration, Turf Establishment										
0680	8232024	Ea	\$5,904.890	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Water Main Conflict, 8 inch										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0690	8237001	Ft	\$14.960	175.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Insulation										
0700	8252036	Ft	\$67.050	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Sewer, PVC, 6 inch, Tr Det B2										
0710	8252037	Ft	\$163.370	3,535.000	1,542.500	455.500	1,998.000	1,998.000	\$251,998.22	\$326,413.26
Sanitary Sewer, PVC, 8 inch, Tr Det B2										
0720	8252038	Ft	\$109.330	2,825.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Sewer, PVC, 10 inch, Tr Det B2										
0730	8257001	Ft	\$175.100	460.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sanitary Sewer, PVC, 15 inch, Tr Det B2										
0740	8257001	Ft	\$194.850	480.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sanitary Sewer, PVC, 18 inch, Tr Det B2										
0750	8257001	Ft	\$83.210	3,540.000	0.000	1,198.200	1,198.200	1,198.200	\$0.00	\$99,702.22
_: Cured In-Place Pipe Liner, 8 inch										
0760	8257001	Ft	\$96.330	3,350.000	0.000	1,198.100	1,198.100	1,198.100	\$0.00	\$115,412.97
_: Cured In-Place Pipe Liner, 10 inch										
0770	8257001	Ft	\$108.040	1,685.000	0.000	812.300	812.300	812.300	\$0.00	\$87,760.89
_: Cured In-Place Pipe Liner, 12 inch										
0780	8257050	Ea	\$838.550	38.000	0.000	38.000	38.000	38.000	\$0.00	\$31,864.90
_: Sewer Obstruction Removal										
0790	8257050	Ea	\$445.080	40.000	0.000	19.000	19.000	19.000	\$0.00	\$8,456.52
_: Intruding Tap Removal										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0800	8257050	Ea	\$354.770	157.000	0.000	86.000	86.000	86.000	\$0.00	\$30,510.22
_: Reinstall Service Line										
0810	8257001	Ft	\$4.320	2,101.100	0.000	2,101.100	2,101.100	2,101.100	\$0.00	\$9,076.75
_: Clean and Televis 8 inch Sewer - PACP										
0820	8257001	Ft	\$4.320	3,684.700	0.000	3,684.700	3,684.700	3,684.700	\$0.00	\$15,917.90
_: Clean and Televis 10 inch Sewer - PACP										
0830	8257001	Ft	\$4.320	1,219.600	0.000	1,219.600	1,219.600	1,219.600	\$0.00	\$5,268.67
_: Clean and Televis 12 inch Sewer - PACP										
0840	8257001	Ft	\$5.810	800.600	0.000	800.600	800.600	800.600	\$0.00	\$4,651.49
_: Heavy Cleaning 8 inch Sewer										
0850	8257001	Ft	\$5.810	544.600	0.000	544.600	544.600	544.600	\$0.00	\$3,164.13
_: Heavy Cleaning 10 inch Sewer										
0860	8257001	Ft	\$5.810	1,272.600	0.000	1,272.600	1,272.600	1,272.600	\$0.00	\$7,393.81
_: Heavy Cleaning 12 inch Sewer										
0870	8252072	Ea	\$4,846.590	26.000	7.000	2.000	9.000	9.000	\$33,926.13	\$43,619.31
Sanitary Structure, 48 inch dia										
0880	8252080	Ft	\$464.430	58.000	12.100	2.800	14.900	14.900	\$5,619.61	\$6,920.01
Sanitary Structure, Add Depth of 48 inch dia, 8 foot to 15 foot										
0890	8257050	Ea	\$2,403.380	31.000	7.000	2.000	9.000	9.000	\$16,823.66	\$21,630.42
_: Sanitary Structure Cover, Type Q, Modified										
0900	8252105	Ea	\$516.030	22.000	4.000	2.000	6.000	6.000	\$2,064.12	\$3,096.18
Sanitary Structure, Rem										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0910	8252111	Ea	\$967.570	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Structure, Tap, 8 inch										
0920	8252112	Ea	\$1,032.070	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Structure, Tap, 10 inch										
0930	8257050	Ea	\$1,225.580	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sanitary Structure, Tap, 18 inch										
0940	8252122	Ft	\$56.240	5,465.000	285.500	0.000	285.500	285.500	\$16,056.52	\$16,056.52
Sanitary Sewer, Serv Lead, PVC, 6 inch										
0950	8252123	Ft	\$67.260	50.000	10.000	0.000	10.000	10.000	\$672.60	\$672.60
Sanitary Sewer, Serv Lead, PVC, 8 inch										
0960	8257050	Ea	\$420.000	164.000	4.000	0.000	4.000	4.000	\$1,680.00	\$1,680.00
_: Sanitary Sewer Cleanout, 6 inch, Modified										
0970	8257050	Ea	\$502.480	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sanitary Sewer Cleanout, 8 inch, Modified										
0980	8257050	Ea	\$65.790	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Sanitary Service Lateral Cap, 6 inch										
0990	8252138	Ea	\$774.050	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Sewer Lead, Rem and Abandon										
1000	8252145	Ea	\$580.540	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Structure Cover, Adj, Case 1										
1010	8252146	Ea	\$451.530	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Structure Cover, Adj, Case 2										

										Item 13.
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1020	8257020	CYD	\$767.230	85.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sanitary Sewer, Abandon: Sanitary Sewer, Abandon										
1170	8257001	Ft	\$6.400	405.200	405.200	0.000	405.200	405.200	\$2,593.28	\$2,593.28
_: Heavy Cleaning 15 inch Sewer										
1180	8257001	Ft	\$4.750	405.200	0.000	405.200	405.200	405.200	\$0.00	\$1,924.70
_: Clean and Televis 15 inch Sewer PACP										
1190	2067021	Cyd	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Backfill, Structure, LM, Modified										
Section Totals:									\$342,342.09	\$1,095,507.16
Section: 2 - Non-Participating Items										
1030	2040020	Ft	\$4.320	3,226.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb and Gutter, Rem										
1040	2040050	Syd	\$7.930	483.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Pavt, Rem										
1050	2040055	Syd	\$3.230	84.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sidewalk, Rem										
1060	2050016	Cyd	\$18.150	1,421.750	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Excavation, Earth										
1070	3020016	Syd	\$8.430	542.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Aggregate Base, 6 inch										
1080	3020030	Syd	\$16.400	5,980.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Aggregate Base, 12 inch										

Item 13.										
Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
1090	5010005	Syd	\$2.710	5,687.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA Surface, Rem										
1100	5012024	Ton	\$144.060	469.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA, 4EL										
1110	5012036	Ton	\$136.100	469.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA, 5EL										
1120	8010005	Syd	\$86.410	517.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Driveway, Nonreinf Conc, 6 inch										
1130	8020021	Ft	\$24.960	3,226.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb and Gutter, Conc, Det C2										
1140	8027001	Ft	\$64.050	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Driveway Opening, Conc, Det M, Modified										
1150	8030044	Sft	\$8.410	750.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sidewalk, Conc, 4 inch										
1160	8167011	Syd	\$11.260	1,075.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
_: Restoration, Turf Establishment										
Section Totals:									\$0.00	\$0.00
Total Payments:									\$342,342.09	\$1,095,507.16

Summary

Current Approved Work:	\$342,342.09
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$34,234.21
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$308,107.88
Previous Payment:	\$344,323.08

Approved Work To Date:	\$1,095,507.16
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$109,550.72
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$985,956.44
Previous Payments To Date:	\$677,848.56

Funding Details

Non Participating (City Funded):	\$0.00
Participating (Project Funded):	\$342,342.09
Current Payment:	\$342,342.09

Non Participating (City Funded) To Date:	\$0.00
Participating (Project Funded) To Date:	\$1,095,507.16
Payments To Date:	\$1,095,507.16



Board:	City Commission
Agenda Date:	September 28, 2026
Department:	Wastewater
Presenter:	Rodney Schwartz

Staff Report

Agenda Item Title:

Wastewater Upgrades Request for Disbursement of Funds Draw #39.

Background:

According to the procedures required by Michigan Finance Authority State Revolving Loan Fund documents, requests for reimbursement of funds require Commission approval before sending to the State. Draw #39 includes C2AE invoice #79102 totaling \$46,650.00.

Fiscal Effect:

\$46,650.00

Supporting Documentation:

Request for Disbursement of Funds Draw #39 packet.

Recommendation:

Approve Request for Disbursement of Funds Draw #39 totaling \$46,650.00.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
Finance Division

**Drinking Water State Revolving Fund, Clean Water State Revolving Fund, and Strategic Water Quality Initiatives Fund
Request for Disbursement of Funds**

As required under authority of Parts 52, 53, and 54 of NREPA, 1994 PA 451, as amended.

General Information

You must complete the information on pages 1 and 2 for each request for disbursement of funds that is submitted to the State Revolving Funds (SRF). A separate form is required for each assigned SRF project number. Detailed instructions can be found at the end of this document. Email this completed request along with cost supporting documentation (invoices) to your [EGLE project manager](#).

SRF Project Number: 5727-01 Request #: 39 Request Type: ☒ Partial ☐ Final

Period Covered by Request (M/D/Y): 8/22/2025 to 3/22/2026 Loan Amount: 21305000

Loan Recipient's Name: City of Gladstone Recipient's EIN: 38-6004686

Address: City Hall, 1100 Delta Avenue, Gladstone, MI 49837 Phone Number: 906-428-2311

Recipient's Bank Name: Baybank

Address: 104 S. 10th Street, Gladstone, MI 49837 Phone Number: 906-428-4040

Account Name: Checking ABA #: _____ Account #: _____

Special Instructions: _____

You must complete the information above along with page 2 for your request to be processed.

FOR EGLE USE ONLY

Amount this request from funding sources:

SRF loan (including BIL supplemental): _____

BIL EC: _____ BIL LSLR: _____ Booker LSLR: _____

ARP: _____ DWI: _____ L & I: _____

Request Approved by EGLE Project Manager: _____ Date: _____

Budget Items (all amounts to the penny)	Amount Incurred this Period	Amount Incurred to	Item 14.
1. Asset Management Program/Fiscal Sustainability Costs			
2. Planning Costs			
3. Rate Methodology Development Costs		39895.83	
4. Design Engineering Costs		1309660	
5. Legal/Financial Service Fees		73625	
6. Administrative Costs		2488.48	
7. Bond Counsel Fees		65000	
8. Bond Advertisement Costs		6533.1	
9. Bid Advertisement Costs			
10. Capitalized Interest			
11. Land Acquisition/Relocation Costs			
12. Land Purchase Costs			
13. Construction Engineering Costs	46650	997661	
14. Construction Costs (Bid Contracts)		18286046.25	
15. Construction Costs (Force Account)			
16. Equipment Costs			
17. Other Project Costs			
18. Adjustments Due to Other Funding			
19. Reimbursement from SRF-associated grant (ARP-SRF, DWI, L&I, etc.)			
20. Total Amounts Incurred	46650	20780909.66	
21. Amount Previously Disbursed		20734259.66	
22. Amount Requested for Loan Disbursement		46650.00	

I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.

If this request for disbursement is for a FY 2025 or later DWSRF Bipartisan Infrastructure Law (BIL) Lead Service Line Replacement (LSLR)-financed project, I certify that the submitted BIL LSLR costs are for service lines that are lead or galvanized service lines downstream of **known** lead.

Authorized Representative Name: Rob Spreitzer Title: City Manager

Authorized Representative Signature: _____ Date: _____



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Finance Division

DAVIS-BACON ACT COMPLIANCE CERTIFICATION FORM

As required under 40 USC §276a and 29 CFR Parts 1, 3, 5, 6 and 7.

This form must be completed and submitted with each form EQP3522 Request for Disbursement of Funds that include construction costs through Clean Water and Drinking Water State Revolving Funds. The period covered below must match the period in which construction took place for the invoices submitted.

SRF Project Number: 5727-01 Period From: 8/22/2025 To: 8/31/2025

I certify to the best of my knowledge and belief that the above referenced project complies with Davis-Bacon and Related Acts and that all laborers and mechanics employed by contractors and subcontractors during the above referenced period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met.

City of Gladstone

Name of Loan Recipient (municipality)

City Manager

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



Please Remit Payment To:
 106 West Allegan Street Suite 500
 Lansing, MI 48933
 1-866-454-3923

June 24, 2026

Project No: 21-0210

Invoice No: 79102

Eric Buckman
 City of Gladstone
 1100 Delta Avenue
 Gladstone, MI 49837-0032

Project 21-0210 City of Gladstone Wastewater Treatment Plant Improvements

Professional Services for the period ending March 22, 2026

Phase 02 General Engineering
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0023 Basis of Design	357,000.00	100.00	357,000.00	357,000.00	0.00
0030 Preliminary Engineering	715,000.00	100.00	715,000.00	715,000.00	0.00
0031 Final Engineering	171,000.00	100.00	171,000.00	171,000.00	0.00
0032 Bidding and Negotiating	35,000.00	100.00	35,000.00	35,000.00	0.00
0040 General Engineering	398,000.00	100.00	398,000.00	398,000.00	0.00
0060 Post Construction Engineering	26,500.00	100.00	26,500.00	23,850.00	2,650.00
Total Fee	1,702,500.00		1,702,500.00	1,699,850.00	2,650.00
Total Fee					2,650.00
Total this Phase					\$2,650.00

Phase 04 Additional Engineering
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0052 Part I and Part II	12,104.00	100.00	12,104.00	12,104.00	0.00
0060 Construction Survey	848.00	100.00	848.00	848.00	0.00
0061 Construction Compaction Testing	9,022.00	100.00	9,022.00	9,022.00	0.00
0063 O&M Manual	25,000.00	100.00	25,000.00	5,000.00	20,000.00
0064 Start Up Services	21,000.00	100.00	21,000.00	21,000.00	0.00
0065 Performance Evaluation	21,500.00	100.00	21,500.00	0.00	21,500.00
0066 GIS System Upgrades	2,500.00	100.00	2,500.00	0.00	2,500.00
0070 Soil Borings	11,660.00	100.00	11,660.00	11,660.00	0.00
0073 Easements and Related Surveys	2,640.00	100.00	2,640.00	2,640.00	0.00
0075 Environmental Permits	547.00	100.00	547.00	547.00	0.00
Total Fee	106,821.00		106,821.00	62,821.00	44,000.00

Project	21-0210	Gladstone 2021 WWTP Improvements	Invoice	79102
Total Fee				44,000.00
			Total this Phase	\$44,000.00

Phase	06	Resident Project Representative		
Contract Recap		Current Billing Amount	Previous Billed Amount	To-Date
Total Billings		0.00	498,000.00	498,000.00
Contract Amount				498,000.00
			Total this Phase	0.00
			Total this Invoice	<u>\$46,650.00</u>



Board: City Commission
Agenda Date: September 28, 2026
Presenter: Patricia West

Item 15.

Staff Report

Agenda Item Title:

Façade Grant Program Revisions

Background:

The Downtown Development Authority has completed a comprehensive review of the Façade Grant Program and is recommending updated guidelines for the 2026 funding cycle. The proposed changes are intended to simplify administration, reduce barriers to participation, and better position the program to support smaller, highly visible improvements throughout the DDA District.

Major changes from the existing program include:

- Maximum grant award of \$5,000.
- 75% DDA / 25% applicant cost-share, replacing the previous 50/50 match requirement.
- Elimination of the property lien and mortgage requirement, which previously placed a five-year lien on properties receiving funding.
- Transition to a reimbursement model, with funds released following completion and verification of the approved work.
- Year-round application availability, as funding allows, replacing the limited annual application window used under the current program. The DDA would retain the ability to establish application periods based on funding availability and program demand.

Overall, the revised program is intended to create a simpler, more accessible grant opportunity while maintaining appropriate project oversight and accountability.

Supporting Documentation:

DRAFT of Façade Grant Program Guidelines

Recommendation:

Motion to approve the updated Gladstone Downtown Development Authority Façade Grant Program Guidelines, as presented, effective October 1, 2026.



FACADE GRANT PROGRAM

Funding Available Beginning October 1, 2026

Program Purpose

The Gladstone Downtown Development Authority (DDA) Façade Grant Program provides a simple and accessible funding opportunity for businesses and property owners seeking to make smaller, highly visible improvements to properties within the Gladstone DDA District.

The program is intended to reduce barriers for projects that can make an immediate positive impact on the appearance, character, and pedestrian experience of the district.

Eligible Properties and Applicants

Eligible properties must:

- Be located within the Gladstone Downtown Development Authority District; and
- Have a commercial, business, or other use determined eligible by the DDA.

Properties used exclusively for residential purposes are not eligible. Mixed-use properties may be eligible when the proposed improvement primarily benefits the commercial portion of the property or improves the overall exterior appearance of the building.

Applications may be submitted by:

- The property owner; or
- A business tenant occupying an eligible property, with written authorization from the property owner.

The DDA reserves the right to determine property, applicant, and project eligibility consistent with the purpose of the program.

Tenant Applicants and Property Owner Authorization

Business tenants are eligible to apply for grant funding with the written authorization of the property owner. As a condition of funding, both the tenant and property owner must execute a Tri-Party Grant Agreement with the DDA. The agreement shall acknowledge that all grant-funded improvements that are affixed to the property, including but not limited to lighting and awnings, are considered permanent fixtures of the property and may not be removed by the tenant upon termination of the tenancy.

Property-owner authorization does not make the property owner responsible for the tenant's required financial contribution unless otherwise agreed between the parties.

The DDA's approval of a tenant-sponsored project does not modify or supersede the terms of any lease or other agreement between the property owner and tenant. Applicants are responsible for ensuring that proposed improvements are permitted under their lease or other applicable agreements.

Grant Funding

The Façade Grant Program will provide funding according to the following structure:

- **Maximum DDA Grant:** \$5,000
- **DDA Contribution:** Up to 75% of eligible project costs
- **Applicant Contribution:** Minimum 25% of eligible project costs
- **Property Lien:** None

The applicant is responsible for a minimum of 25% of eligible project costs and 100% of project costs exceeding the amount eligible for DDA reimbursement.

Projects exceeding the amount necessary to receive the maximum \$5,000 grant may still be considered; however, the DDA contribution will not exceed \$5,000.

Grant awards are subject to the availability of DDA funds and are not guaranteed.

Eligible Improvements

The program is intended primarily for exterior improvements that are visible from a public street, sidewalk, public parking area, or other publicly accessible area and that contribute to the appearance or pedestrian experience of the DDA District.

Eligible improvements may include:

- New or improved business signage;
- Projecting, blade, or pedestrian-oriented signs;
- Removal of obsolete or deteriorated signage;
- Exterior painting;
- Awning installation, replacement, or repair;
- Decorative exterior lighting;
- Window and door improvements;
- Minor masonry or exterior repairs associated with a visible improvement;
- Architectural details and storefront enhancements;
- Restoration of historic or original architectural elements;
- Siding repair or replacement when part of an exterior visual improvement;
- Permanent planters, window boxes, or similar placemaking elements; and
- Other exterior improvements determined eligible by the DDA.

This list is intended to provide guidance and is not exhaustive. The DDA may consider other improvements that are consistent with the purpose and intent of the program.

Generally Ineligible Improvements

The following improvements are generally not eligible for Façade Grant funding:

- Building additions or expansions;
- New construction;

- Demolition;
- Roofing replacement or repair;
- Parking lot improvements or paving;
- Curb or public sidewalk replacement;
- Utility or infrastructure repairs or upgrades;
- Interior improvements;
- Temporary repairs;
- Routine maintenance that does not result in a meaningful visible improvement; and
- Improvements that do not materially contribute to the exterior appearance, storefront, or pedestrian experience of the property.

The DDA reserves the right to determine whether a proposed expense or improvement is eligible for reimbursement.

Application Requirements

The Façade Grant is intended to have a streamlined application and approval process.

Applicants will be required to provide:

- A completed application and brief project description;
- Current photograph(s) of the property and proposed project area;
- Contractor or vendor estimate(s) or quote(s);
- Rendering, material information, color information, sign design, or similar documentation when applicable;
- Property-owner authorization when the applicant is a tenant; and
- Information regarding required zoning, building, sign, or other permits or approvals, when applicable.

The DDA or Grant Administrator may request additional information when reasonably necessary to determine project eligibility or evaluate an application.

No mortgage, promissory note, or property lien is required under this program.

Application Review and Award Priorities

Applications will be reviewed based on factors including:

- Eligibility of the property, applicant, and proposed improvements;
- Visibility and anticipated impact of the improvement;
- Compatibility with the building and surrounding district;
- Contribution to the pedestrian and streetscape experience;
- Project readiness;
- Compliance with applicable City requirements; and
- Availability of program funds.

Prior receipt of grant funding does not automatically make an applicant or property ineligible for future assistance. The DDA may consider previous awards, the amount of prior assistance, the nature of the proposed project, available funding, and the number of first-time applicants when making subsequent awards.

The DDA retains discretion to approve, partially fund, defer, or deny an application based on available funding and the purposes of the program.

Project Approval and Commencement of Work

Projects must receive written grant approval before work begins or eligible materials are purchased.

Costs incurred and work commenced before written grant approval are not eligible for reimbursement unless specifically authorized in writing by the DDA or Grant Administrator.

Grant approval does not constitute zoning, building, sign, or other regulatory approval. Applicants are responsible for obtaining all permits, licenses, and other approvals required for the proposed work before commencing the portion of the project requiring such approval.

Projects must comply with all applicable City ordinances, codes, and other regulatory requirements.

Contractors and Project Work

Applicants are responsible for selecting and contracting with qualified contractors or vendors.

When required by law or applicable City regulations, work must be completed by a properly licensed contractor. Contractors may be required to provide proof of licensing, insurance, a completed W-9, or other documentation reasonably required by the City before grant funds are released.

Applicants are responsible for ensuring that contractors, subcontractors, suppliers, and vendors are paid in accordance with their respective agreements.

Project Completion

Approved projects must be completed within **twelve (12) months** of the date of grant approval by the City Commission.

An extension may be granted by the DDA for good cause, including contractor delays, material availability, weather, permitting delays, or other circumstances reasonably beyond the applicant's control.

Significant changes to the approved project scope, design, materials, or cost must be submitted for approval before the modified work is undertaken if the applicant intends to seek grant reimbursement for that work.

Grant Payment and Reimbursement

Grant funds will be disbursed following completion of the approved work.

Before final grant payment, the applicant may be required to provide:

- Paid invoices or receipts documenting eligible project costs;
- Proof of the applicant's required financial contribution;
- Photographs showing the completed improvements;
- Documentation demonstrating that required permits or approvals have been obtained and finalized, when applicable; and
- Any other reasonable documentation necessary to verify completion of the approved project.

The DDA or Grant Administrator may inspect the completed project before final payment.

When appropriate due to the nature or cost of a project, the DDA may authorize progress payments or another payment arrangement in advance.

The DDA will reimburse only eligible and approved project costs and will not exceed the amount of the approved grant award.

Sale of Property, Change in Tenancy, or Business Closure

Grants awarded through the Façade Grant Program are not secured by a mortgage or property lien.

The subsequent sale or transfer of a property, expiration or termination of a tenant's lease, closure or relocation of a business, or change in occupancy will not, by itself, require repayment of grant funds, provided the applicant complied with the terms and conditions of the grant award.

Whenever practical, grant funding should support improvements that provide a lasting benefit to the building, storefront, streetscape, or DDA District.

Misuse of Grant Funds and Repayment

The following shall constitute an Event of Default under the Façade Grant Program:

- Failure to complete the approved project within the required 12-month performance period;
- Unauthorized deviation from the plans, scope of work, or improvements approved by the DDA;
- Submission of materially false or misleading information or financial documentation in connection with the grant; or
- Removal or material alteration of improvements or fixtures funded through the grant within two (2) years of project completion.

Upon an Event of Default, the DDA shall provide the applicant and, when applicable, the property owner with a written Notice of Default identifying the basis for the default. The applicant and property owner shall have thirty (30) calendar days from the date of the notice to cure the default, where the default is capable of being cured.

If the Event of Default is not cured within the 30-day period, the applicant and property owner, as applicable under the grant agreement, shall be jointly and severally liable for repayment of all grant funds previously disbursed by the DDA.

The DDA shall also be entitled to recover from the defaulting party all costs of collection, court costs, and reasonable attorneys' fees incurred in enforcing the repayment requirement.

These requirements shall be incorporated into the grant agreement executed as a condition of receiving Façade Grant Program funding.

Program Administration and DDA Discretion

The Gladstone Downtown Development Authority reserves the right to interpret these guidelines, determine eligibility, establish application periods, prioritize applications, adjust grant awards based on available funding, and approve or deny applications consistent with the purposes of the program.

Submission of an application does not guarantee funding.

The DDA may amend, suspend, or discontinue the Small-Scale Façade Improvement Grant Program based on funding availability, program demand, or other DDA priorities.



Board:	City Commission
Agenda Date:	September 28, 2026
Department:	Recreation
Presenter:	Wendy Taavola, Director

Staff Report

Agenda Item Title:

Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW25-0005 (Dockage) Bid Award – Flotation Docking Systems, Inc. \$231,200

Background:

The city has received an MDNR Waterways Grant to remove and replace the four transient docks on the east end. Coleman Engineering has been hired for engineering and to administer the grant for the city. The project was bid in whole in June 2026. We received one bid that was almost double the amount budgeted for the project.

Taking the advice of Coleman Engineering, the city re-bid the project in August 2026 using three separate scopes of work, dockage, plumbing and electrical. The project grant end date has been extended by MDNR Waterways to January 1st, 2028.

One bid was received on 8/11/26 for the dockage from Flotation Docking Systems, Inc.

Fiscal Effect:

\$231,200 from the 2027 Harbor budget for the dockage project scope.
(Total of 3 scopes = \$366,368)

Supporting Documentation:

Coleman Engineering Letter of Review - Flotation Docking Systems, Inc. Bid

Recommendation:

Make a motion to accept Flotation Docking Systems, Inc. bid of \$231,200 for the dockage scope of the Gladstone Marina Renovation – Phase II project.



COLEMAN ENGINEERING COMPANY

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

August 17, 2026

Mr. Rob Spreitzer, City Manager
City of Gladstone
1100 Delta Ave.
Gladstone, MI 49837

Re: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005 (Dockage)

Dear Mr. Spreitzer:

We have reviewed the one bid received on 8/11/26 from the construction contractor for the above referenced project. We have prepared a bid tabulation (attached) and verified that all of the required forms for bidding were submitted.

The bid was received from Flotation Docking Systems, Inc. in the amount of \$231,200.00 for the work as specified in the contract documents. We have made inquiry as to the references and financial resources of Flotation Docking Systems, Inc. They appear to be a responsible bidder. If the City accepts the bid of Flotation Docking Systems, Inc., we recommend the award be made in the amount of \$231,200.00.

We have prepared the Notice of Award to Flotation Docking Systems, Inc. in anticipation of your award. There are requirements listed on the Notice of Award that Flotation Docking Systems, Inc. will need to fulfill prior to completion of the award process. These requirements include providing bonds and insurance certificates.

If you decide to make the award to Flotation Docking Systems, Inc., sign the Notice of Award and return it to Coleman Engineering Company. We will distribute the executed document to the Contractor along with other required contractual items. When the contract is complete, we will provide you with a fully executed set of Contract Documents. Please be aware this analysis is not binding on City and we can change the award as you direct.

Please contact me if you have any questions or require additional information.

Sincerely,
COLEMAN ENGINEERING COMPANY

Scott Nowack, P.E.
Principal

Attachments

NOTICE OF AWARD

Date of Issuance: 9/14/2026

Owner: City of Gladstone

Owner's Contract No.: WW24-0005

Engineer: Coleman Engineering Company

Engineer's Project No.: 240697

Project: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005

Contract Name: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005

Bidder: Flotation Docking Systems, Inc.

Bidder's Address: 160 Hodeck St., Cedarville, MI 49719

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 11, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Gladstone Marina Renovation – Phase II (Dockage), MDNR Waterways Grant #WW24-0005.

The Contract Price of the awarded Contract is: Two Hundred Thirty-One Thousand Two Hundred Dollars and 0/100 (\$231,200.00).

Three [3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Award is being made contingent on final concurrence from funding agency.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Gladstone

Authorized Signature

By: _____

Title:

Copy: Engineer

BID TABULATION - City of Gladstone
Gladstone Marina Renovation - Phase II (Dockage)
EC-240697

				Flotation Docking Systems, Inc.	
Item	Description	Unit	Qty.	Unit Price	Total
General					
1	Dockage	LS	1	\$ 209,700.00	\$ 209,700.00
2	Ice Suppression Equipment	LS	1	\$ 21,500.00	\$ 21,500.00
					\$ 231,200.00



Board:	City Commission
Agenda Date:	September 28, 2026
Department:	Recreation
Presenter:	Wendy Taavola, Director

Staff Report

Agenda Item Title:

Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW25-0005 (Electrical) Bid Award – Master Electric Inc., \$97,495.00

Background:

The city has received an MDNR Waterways Grant to remove and replace the four transient docks on the east end. Coleman Engineering has been hired for engineering and to administer the grant for the city. The project was bid in whole in June 2026. We received one bid that was almost double the amount budgeted for the project.

Taking the advice of Coleman Engineering, the city re-bid the project at the end of July 2026 using three separate scopes of work, dockage, plumbing and electrical. The project grant end date has been extended by MDNR Waterways to January 1st, 2028.

Two bids were received on 8/18/26 for the electrical scope. Master Electric Inc. submitted the low bid of \$97,495.

Fiscal Effect:

\$97,495 from the 2027 Harbor budget for the electrical project scope.
(Total of 3 scopes = \$366,368)

Supporting Documentation:

Coleman Engineering Letter of Review – Master Electric Inc. Bid

Recommendation:

Make a motion to accept Master Electric Inc. bid of \$97,495 for the electrical scope of the Gladstone Marina Renovation – Phase II project.



COLEMAN ENGINEERING COMPANY

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

August 26, 2026

Mr. Rob Spreitzer, City Manager
City of Gladstone
1100 Delta Ave.
Gladstone, MI 49837

Re: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005 (Electrical)

Dear Mr. Spreitzer:

We have reviewed the two bids received on August 18, 2026 from construction contractors for the above referenced project. We have prepared a bid tabulation (attached) and verified that all of the required forms for bidding were submitted.

The apparent low bid was received from Master Electric Inc. in the amount of \$97,495.00 for the work as specified in the contract documents. We have made inquiry as to the references and financial resources of Master Electric Inc. They appear to be a responsible bidder. If the City accepts the bid of Master Electric Inc., we recommend the award be made in the amount of \$97,495.00.

We have prepared the Notice of Award to Master Electric Inc. in anticipation of your award. There are requirements listed on the Notice of Award that Master Electric Inc. will need to fulfill prior to completion of the award process. These requirements include providing bonds and insurance certificates.

If you decide to make the award to Master Electric Inc., sign the Notice of Award and return it to Coleman Engineering Company. We will distribute the executed document to the Contractor along with other required contractual items. When the contract is complete, we will provide you with a fully executed set of Contract Documents. Please be aware this analysis is not binding on City and we can change the award as you direct.

Please contact me if you have any questions or require additional information.

Sincerely,
COLEMAN ENGINEERING COMPANY

Scott Nowack, P.E.
Principal

Attachments

NOTICE OF AWARD

Date of Issuance: 9/14/2026

Owner: City of Gladstone

Owner's Contract No.: WW24-0005

Engineer: Coleman Engineering Company

Engineer's Project No.: 240697

Project: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005

Contract Name: Gladstone Marina Renovation – Phase II, MDNR Waterways Grant #WW24-0005

Bidder: Master Electric Inc.

Bidder's Address: 2205 North 19th Street, Escanaba, MI 49829

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 18, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Gladstone Marina Renovation (Electrical) – Phase II, MDNR Waterways Grant #WW24-0005.

The Contract Price of the awarded Contract is: Ninety Seven Thousand Four Hundred Ninety-Five Dollars and 0/100 (\$97,495.00).

Three [3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Award is being made contingent on final concurrence from funding agency.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Gladstone

Authorized Signature

By: _____

Title:

Copy: Engineer

BID TABULATION - City of Gladstone
 Gladstone Marina Renovation (Electrical) - Phase II, MDNR WW#24-0005
 EC-240697

				Master Electric, Inc.		J. Ranck Electric, Inc.	
Item	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
General							
1	Electrical Distribution System	LS	1	\$ 90,727.00	\$ 90,727.00	\$ 111,637.00	\$ 111,637.00
2	Rem. & Aban. Existing Electrical Utilities	LS	1	\$ 6,768.00	\$ 6,768.00	\$ 32,984.00	\$ 32,984.00
				\$ 97,495.00		\$ 144,621.00	



Board:	City Commission
Agenda	9/28/2026
Date:	
Department:	City Commission
Presenter:	City Manager

Staff Report

Agenda Item Title:

AGREEMENT BETWEEN THE CITY OF GLADSTONE AND IBEW LOCAL UNION 876

Background:

The IBEW lineman's contract is the third and final contract to be negotiated this year. Most of the items agreed to in this contract are what was negotiated in the Teamster and POLC contracts already approved this year.

The changes are as follows:

Wage increases \$3.25/hr. in year 1 and \$2/hr. in years 2 and 3. Vacation accrual anniversary dates have been adjusted. New Hire Incentive, 5 year or more experience journeymen linemen to start at 5-year vacation schedule to attract experienced linemen. Increase callout from 2 hrs. to 3hrs. A mutual aid provision for linemen working at another system providing mutual aid storm restoration. Defined Contribution retirement to go to 12% employer and 4% employee same as Teamsters and POLC. Added same cell phone plan as other departments.

Fiscal Effect:

Supporting Documentation:

AGREEMENT BETWEEN THE CITY OF GLADSTONE AND IBEW LOCAL UNION NO. 876

Effective April 1st, 2026, through March 31st, 2029

Recommendation:

Make motion to approve contract as presented for IBEW 876 and authorize Mayor Joe Thompson and City Manager Spreitzer to sign

AGREEMENT

BETWEEN

THE CITY OF GLADSTONE

AND

IBEW

LOCAL UNION NO. 876

EFFECTIVE

April 1st ,2026

THROUGH

March 31st , 2029

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AGREEMENT

THIS AGREEMENT, made and entered into effective April 1st, 2026 by and between the **CITY OF GLADSTONE**, hereinafter termed the “Employer” and **IBEW LOCAL UNION NO. 876**, affiliated with the International Brotherhood of Electrical Workers, located at Mt. Pleasant, Michigan, party of the second part, hereinafter called the “Union.”

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

ARTICLE 1 **RECOGNITION, UNION SHOP AND DUES**

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule “A”, under, Electrical Department.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Full-Time employees of the Employer included in the bargaining units as described and set forth in Schedule “A”.

Michigan’s PA 349 of 2012 has invalidated the provisions set forth below at Article 1, Section 2, A. The clauses set forth below regarding Union Security and other matters rendered illegal by PA 349 of 2012 shall not be deemed contractually required only so long as PA 349 of 2012 remains the law of the State of Michigan.

SECTION 2. SEASONAL EMPLOYEES: It is understood and agreed that the Employer employs a number of seasonal employees from time to time to work on a temporary basis. The parties agree that these seasonal employees shall not be covered by the terms of this Agreement and shall not be obligated to pay Union dues or fees during the time of their employment by the Employer. To be considered seasonal employees, the said employees must work no more than eight hundred (800) hours for the City during any one calendar year. This Section shall in no way have the effect of displacing regular employees, nor shall seasonal help be employed when regular employees are on layoff.

A. New Full-Time employees shall be considered probationary employees for a period of not less than six (6) months from their date of Full-Time employment. Such an employee may be terminated at any time during the trial period by the City without the right of appeal or hearing.

SECTION 3. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be renegotiated to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 4. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of Union No. 876, and pay such amount deducted to said Union Local No. 876, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union, which shall have been furnished to the Employer and not revoked in accordance with the terms of the applicable authorization furnished to the Employer or in accordance with federal labor law on the subject.

- A. The Union shall indemnify the Employer and Co-Employers and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer and Co-Employers for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list notice or assignment which shall have been furnished to the Employer and Co-Employers under any such provisions.
- B. However, notwithstanding PA 349 of 2012, the Employer will continue to deduct Union dues and forward them to the Union from each employee as they have done in the past, if and so long as it has valid, written wage deduction instructions from each such employee, unless and until they are revoked or modified.

ARTICLE 2 **RIGHT TO MANAGE**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and area exercised by employers, except such as are specifically relinquished herein, are reserves to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material, or methods of operation:
- B. To introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. To subcontract or purchase any or all work, process or services, or the construction of new facilities or the improvement of existing facilities:
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff employees, to reduce the workweek, or the workday or effect reduction in hours worked by combining layoffs and reductions in workweek or workday, to set hours of employment and to set times during the workday, to set hours of employment and to set times during the workday of all shifts.

- G. To direct the workforce, assign work, and determine the number of employee assigned to operations;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content, and classification; provided that, in the exercise of all of these prerogatives the City shall not violate the provisions of this Agreement.

ARTICLE 3
SICK LEAVE, LEAVE OF ABSENCE,
EMERGENCY LEAVE, MILITARY LEAVE

SECTION 1. SICK LEAVE:

- A. Sick leave will be earned at the rate of 8 hours per month. Sick leave may be accrued to a maximum accumulation of nine hundred sixty (960) hours. Pay for sick leave shall include license pay.
- B. Employees who terminate City employment through Defined Contribution retirement (defined as years of service + age + 65) shall be paid twenty-five percent (25%) of their accumulated sick leave in cash on their final paycheck or through contribution to the employees Health Savings Account at the employees option. This will be as per MERS Health Savings Account Rules.
- C. It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer, after they have returned to work.
- D. An employee who has not served a full year between the time of entering the City service and the employee's anniversary date for sick leave, shall be entitled to sick leave for the portion of the year worked, but may not take such leave until after he has served six (6) months (may take only earned time). Time earned shall be prorated if an employee runs short weekly/biweekly at the rate of eight (8) hours per month, at the discretion of the City Manager.
- E. Each department head will be responsible for approving sick leave, and he/she may do so only for valid reasons, and after an employee informs him/her of his/her intention not to report for work. Unless the employee is hospitalized, he/she will be responsible for notifying the department head of his/her intended absence each day of his absence, even when such absences are consecutive. All sick leave requests must state the reason of sickness. Sick leave may be used by an employee tending to medical needs of an immediate family member or a member of the employee's household.
- F. The department head responsible for approving sick leave may require a doctor's examination for the employee(s) requesting the sick leave, and if the illness is verified by the City doctor, the City will assume the cost of the physical. If the City doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave. If an employee refuses to undergo examination as provided for in this subsection, the employee will report for duty or be taken off sick leave.
- G. The City will provide shots for all water born diseases as recommended by the State Health Department at the expense of the City and the voluntary acceptance of the employee. Any employee refusing immunization as recommended by the State

Health Department shall acknowledge so, in writing, to the City on a form provided by the Employer.

- H. Employees covered by this Agreement, who have accumulated the maximum amount of sick leave possible (under the terms of this Agreement – 960 hours), as of March 31st of each year, shall be eligible to receive forty (40) hours of leave with pay, or in the alternative, to work and to receive forty (40) hours of extra pay (at the employee's normal, regular hourly rate). If an employee chooses to take the time off, he may do so only at a time designated by the City Manager during the following fiscal year of the City. Such additional time off or pay shall be deducted from the employee's accumulated sick leave.
- I. In the event of an off-duty or non-work related illness, the employee shall utilize any accumulated sick leave consecutively during the employee's absence from duty until all accumulated sick leave shall be exhausted. Thereafter, the employee shall be deemed absent from work with permission consistent with this Agreement and past practice, but such absence shall not be deemed an excused absence under the Holiday section.
- J. Under no circumstances may an employee have a negative balance in sick leave. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

SECTION 2. FUNERAL LEAVE: Emergency leave will be granted in the event of a death in the immediate family for days which fall within the scheduled workweek as follows:

- A. Five (5) consecutive working days emergency leave will be granted in the case of death of the spouse, mother, father, or children of the employee, or in the case of the death of mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather or grandchild of the employee. Funeral leave will begin the next day after death and will include weekends and holidays.
- B. The five (5) consecutive working days shall begin with the day after of death and shall end on the date of the funeral. The employee must attend the funeral to receive this benefit. In the discretion of the City, appropriate adjustments in individual cases may be made to fulfill the intent of this provision.

SECTION 3. LEAVE OF ABSENCE: Leave of absence without pay may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence.

ARTICLE 4 **SENIORITY**

SECTION 1. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, including paid sick time, time off compensable by Worker's Compensation, time off due to service in the Armed Forces of the United States, and other authorized paid time off.

SECTION 2. New Full-Time employees will be considered probationary employees for a period of not less than six (6) months from the date of initial, continuous, full-time

employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.

SECTION 3. Seniority shall be on a departmental and bargaining unit basis for the purpose of departmental advancement and the Employer will post departmental seniority lists annually.

SECTION 4. In the event of layoff in any department, employees shall be laid off in inverse order of seniority, the employee in the department with the least seniority being the first laid off. Recall shall be on the basis of seniority, the last man laid off to be the first recalled.

Laid off employees may displace a less senior employee in accordance with Section 6 of this Agreement.

Employees desiring to transfer to a job opening in another City department must indicate a desire to do so within five (5) working days from the time the layoff occurs. Notification in writing must be presented to the City Manager.

SECTION 5. Laid off employees will remain on the seniority lists for a period of two (2) years or length of their employment, whichever is less, and shall be given a written notice of recall to their last registered address with the City.

SECTION 6.

- A. City employees with minimum of one year of service desiring to transfer from one City department to another shall be allowed to do so, but only after the employees in the department in which the vacancy occurs have had the opportunity, in order of seniority, to fill the position; and that the employee desiring such transfer applies to the City Manager within five (5) working days from the time the position is posted by the City Manager as being open. Vacancies will be filled within fifteen (15) days of such posting.
- B. Laid off employees may displace a less senior employee when the conditions listed below are met.

Employees seeking such inter-departmental transfers or seeking to displace less senior employees must:

- 1. Possess a license, permit, or certificate necessary to perform the job which he/she is seeking; or evidence sufficient skill, training and aptitude to qualify for such licenses, permits or certificates within a reasonable period of time.
 - 2. Must display by experience, prior training or testing results an aptitude for the position for which he/she is applying.
 - 3. An employee seeking an inter-departmental transfer or seeking to displace less senior employees must also pass a physical examination by the City physician if such exam is requested by the City.
- C. Employees who successfully complete the requirements for inter-departmental transfers or displace a less senior employee shall be placed on a thirty (30) day probationary period in their new position, and, if the City determines the employee,

after the thirty (30) day trial period, is unqualified to hold that position, the employee shall be returned to his/her formal position with no loss of seniority. Unqualified employees that have displaced less senior employees will then be laid off and the displaced worker will be given a written recall notice.

SECTION 7. Employees shall lose their seniority for the following reasons:

1. He/she voluntarily quits;
2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement;
3. He/she is absent for two (2) working days without notifying the Employer. The Employer shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated.
4. He/she does not return to work within ten (10) days of the mailing of written notice of recall by the Employer to the employee's last known address by Certified Mail.

SECTION 8. An employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.

SECTION 9. In selecting employees for promotions three (3) factors shall be considered with percentage weight being as follows:

Test	-	33 – 1/3%
Seniority	-	33 – 1/3%
Performance	-	33 – 1/3%

Employees shall be given a three (3) month trial period on such new job, and shall reserve the right to return to their former position at the end, or during such three (3) months.

SECTION 10. If the promoted employee elects to return to the unit, or if the employee is required to return to the former position by a reduction in force within one hundred twenty (120) days of the promotion, the employee shall return to the unit position without loss of seniority and with seniority accumulated during the one hundred twenty (120) day period. Thereafter, an employee promoted to a supervisory position outside the unit may return to the unit by reason of a reduction in force, for reasons of health or for other non-voluntary reason, but the employee shall not accumulate seniority during the time the employee occupied the supervisory non-unit position. The employee will retain all seniority accumulated at the time of promotion.

SECTION 11. The competitive testing process as described in "Section 9", above, may be waived if only one employee/operator is interested in the position and the following conditions are met; (1) The department supervisor agrees that the only employee interested possess the requisite skill and ability and; (2) All other eligible employees waive the testing requirement.

ARTICLE 5

GRIEVANCE AND ARBITRATION

SECTION 1. In the event a dispute arises during the term of this Agreement, it shall be handled under the following procedure:

STEP 1: Between the employee and his or her immediate supervisor, and/or the employee's steward if such employee so elects, within five (5) working days, excluding Saturday and Sunday, of the alleged dispute.

STEP 2: Between the Business Agent and City Manager within five (5) working days, excluding Saturday and Sunday, of the Step 1 meeting.

SECTION 2.

- A. In the event that satisfactory adjustment cannot be reached within ten (10) days of the Step 2 deadline between the parties to this Agreement, the matter in dispute shall be submitted to a mediator, if desired by either party. If a satisfactory adjustment cannot be reached within forty-five (45) days of mediation, the matter shall be submitted to arbitration as follows:

A request for arbitration will be filed with the Michigan Employment Relations Commission. Each party shall bear the expense of its representative. The expense of arbitration shall be equally divided between the Union and the City. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of the arbitrator shall be final and binding.

- B. The Board of Arbitration shall have no power to add to or subtract from or modify any of the terms of this Agreement.
- C. Grievances with respect to matter of transfer, promotion, demotion, discipline, layoffs, or discharges shall be presented to the City in writing within ten (10) working days, excluding Saturday and Sunday, from the date of such transfer, promotion, demotion, discipline, layoff, or discharge.
- D. The Employer may bring issues before the Board of Arbitration, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.
- E. Under no circumstances will services be stopped, slowed, or otherwise impaired while the above procedures are underway.
- F. All grievances must be submitted in writing within five (5) working days, excluding Saturday and Sunday, from the date it becomes reasonably evident a dispute exists.
- G. A grievance must be related to a dispute about actual terms of this Agreement.
- H. Time limits set forth in Article 5 may be extended by mutual agreement.

ARTICLE 6

DISCIPLINARY ACTION

SECTION 1. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness or drinking on the job, dishonesty, unreported absence from work of two (2) days, careless use or abuse of City property, failure to report for a physical exam when so ordered by the Employer during claimed sick leave, willful or wanton or grossly negligent misperformance of duties, incompetence, or insubordination.

SECTION 2. In the event the discharged employee feels that he has been unjustly dealt with, said employee or the Union, shall have the right to file a complaint with the Employer, which must be in writing, and which must be submitted to the Employer as required by the grievance procedures of this Agreement. Said complaint will be treated as a grievance and shall be subject to the grievance procedure herein provided. If no complaint is filed within the time limit specified in the grievance procedure, then said discharge shall be deemed to be final in all events.

ARTICLE 7

DEPARTMENTS, WAGE RATES, AND CLASSIFICATIONS

Schedule "A" attached hereto and made a part of this Agreement, is a schedule showing the departments, wage rates, and classifications.

ARTICLE 8

HOLIDAYS

SECTION 1. HOLIDAYS DEFINED: Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 midnight on the eve of the holiday and ending at 12:00 midnight on the night of the holiday.

SECTION 2. CONDITIONS FOR GRANTING PAY ON HOLIDAYS: Employees shall receive no pay for holidays unless they work their scheduled workdays preceding and succeeding such holiday; providing, however, that if either of these two days is vacation time, sick leave or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

SECTION 3. THE FOLLOWING HOLIDAYS WILL BE RECOGNIZED:

- A. Day before New Year's Day (December 31st); New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; day after Thanksgiving, day of December 24th and Christmas Day; Employee's Birthday: For the Birthday Holiday, eight (8) hours will be given off within the fiscal year.
- B. If a holiday falls on a non-working day, the employees shall celebrate the holiday on the day which falls on the closest working day to the holiday.
- C. Employees working holidays will be compensated as follows:
 - 1. **WORK DURING REGULAR SHIFTS:**
Base rate x 1 ½ for hours worked,

plus eight (8) hours holiday pay for full holiday.

2. **WORK OTHER THAN DURING REGULAR SHIFT HOURS:**
Rate – Base rate x 1 ½ x hours worked.

ARTICLE 9 **VACATIONS**

SECTION 1. Vacation leave with pay of forty (40) hours will be granted to all full-time employees at date of hire.

SECTION 2. Part years of service shall be pro-rated for the first year.

SECTION 3. Vacation schedules are subject to the approval of the department head who is charged with the responsibility of ensuring that vacation time granted will not seriously impair the operation of his department.

SECTION 4. The following formula will be used with the anniversary date being the Employee's date of hire

ANNIVERSARY DATE	VACATION ACCRUAL	
	PER PAY PERIOD	ANNUAL
Upon hire to 1 st Anniversary Date	1.54 Hours	40.04 Hours
1 st to 5 th Anniversary Dates	3.08 Hours	80.08 Hours
5 th to 10 th Anniversary Dates	5.00 Hours	130.00 Hours
10 th to 15 th Anniversary Dates	7.00 Hours	182.00 Hours
15 th + Anniversary Dates	8.00 Hours	208.00 Hours

SECTION 5. Any employee requesting vacation leave will apply at least forty-eight (48) hours in advance, except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

SECTION 6. Seniority along with departmental personnel's needs will be the determining factors in apportioning vacation.

SECTION 7. Pre-approved vacation schedules (See Section 5) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.

SECTION 8. With the single exception enumerated, below, employees terminating their City employment will be entitled to pay the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift. Employees who terminated employment with the employer prior to having one (1) full year of service credit shall not be paid out any vacation time upon separation.

SECTION 9. All employees are required to take their allotted vacations each year, unless permission to the contrary is granted by the City Manager.

SECTION 10. Employees are allowed to accrue up to a maximum of two hundred

seventy-five (275) hours of vacation at any one time. Upon obtaining two hundred seventy-five (275) hours, the employee would be required to use vacation and not accrue any further vacation until their total was below two hundred seventy-five (275) hours.

SECTION 11. Under no circumstances can there be a negative balance in vacation. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

SECTION 12. LATERAL/NEW HIRE INCENTIVE -Employees hired with five (5) or more years of prior Lineman experience shall be placed at the five-year vacation accrual rate as a lateral hire incentive.

This vacation accrual incentive shall also apply retroactively to current employees of the Department who were hired with five (5) or more years of prior Lineman experience.

ARTICLE 10 **HOURS OF WORK, OVERTIME, AND PREMIUM PAY**

SECTION 1. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

SECTION 2. Time and one-half (1.5) x the regular hourly rate shall be paid for all hours worked beyond eight (8) hours for employees scheduled for five (5) eight (8) hour days or beyond ten (10) hours for employees scheduled for four (4) ten (10) hour days in any twenty four (24) hour period from 7:00 A.M. to 7:00 A.M. the following day, and for all work beyond forty (40) hours in any one week period, or eighty (80) hours in a two week period. If employees run into the next scheduled day, employees will receive overtime pay.

SECTION 3. The hours of work and specific shift assignments will be determined by the department head, except the part-time or seasonal help shall not be assigned to work when regular employees are not working.

SECTION 4. Electric Department employees shall maintain a three (3) hour minimum call-in at one and one-half times (1.5X) hourly rate, including weekends and holidays.

If the most senior employee cannot be reached for call out, the next most senior qualified employee will be contacted. Once an employee is placed on standby or called out, that employee will then be the one to get the work.

Call back to duty will be by the City Manager or the employee's department head.

For purpose of Call-Outs, vacation goes midnight to midnight.

Once an employee reaches the age of 60, he will have the option of being on call or not.

SECTION 5. INCLEMENT WEATHER: Employees who work on days that weather conditions cause City Hall to be closed for the full day will be paid time and one-half (1- 1/2X) for their shift.

SECTION 6. Employees shall receive two fifteen (15) minute breaks each workday, which shall be allowed at the direction of the City Manager.

SECTION 7. The normal workweek and workday for Electric department employees shall be five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., allowing for a one-half hour lunch period. The Electrical Department will consider ten (10) hour, four (4) day shifts upon mutual agreement between the Union and Management.

SECTION 8 The City will pay twenty dollars (\$20.00) per day for each half day and forty dollars (\$40.00) for each full day that an employee acts in the capacity of a relief supervisor. This is subject to prior approval by the City Manager.

SECTION 9. Compensatory time will be earned at one and one half (1-1/2) time. The maximum accrual will be eighty (80) hours. Any hours exceeding the limit of eighty (80) hours will be paid according to contract. Once annually, at the employee's discretion, they may "cash out" forty (40) hours of banked compensatory time, to be paid at their current hourly rate.

SECTION 10. An employee temporarily transferred to a higher paid position within his/her classification in an emergency such as sickness, vacations, cover lunch hours, etc. shall receive the higher rate of pay and if transferred to a lower rate position shall receive his/her regular pay.

SECTION 11. In circumstances where an employee is assigned to work at another system for the performance of mutual aid storm restoration, the employee shall be paid for such storm work at double his base rate of pay. When mutual aid is being provided to the city by another utility (not a contractor), city employees will be paid double time.

ARTICLE 11
HOSPITALIZATION – MAJOR MEDICAL,
DENTAL INSURANCE & LIFE INSURANCE

SECTION1. The Employer will make available to eligible employees and their dependents health and welfare benefits as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF). The Employer agrees to the terms and conditions of the Participation Agreement with MCTWF and shall contribute the following amounts for each eligible employee within the Bargaining Unit.

PLAN 993	
DATE	WEEKLY PREMIUM
Effective 04/01/26 to 04/03/27	\$504.25 per week
Effective 04/04/27 to 04/01/28	\$518.60 per week
Effective 04/02/28 to 03/31/29	\$545.80 per week

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of Michigan Conference of Teamsters Welfare Fund Base Medical Benefits and Prescription Drug Benefits will use the annually adjusted hard caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur in the first pay period in April of each year of the Agreement. All premium costs above those remitted by the Employer will be paid through

an IRS 125 Plan through weekly payroll deduction.

The hard cap aggregate and employee premium share will be calculated as per longstanding past practice that complies with State Law.

Employee premium share will be paid through an IRS 125 Plan.

SECTION 2. The Employer will contribute the weekly amounts in the following schedule to a Retiree Health Savings Account for all employees.

4/01/26-3/31/27
\$50.00 per week

4/01/27-3/31/28
\$50.00 per week

4/01/28-3/31/29
\$50.00 per week

SECTION 3. The Employer agrees to furnish at no cost to the employee, a term life policy in the amount of one times base year's salary (with double indemnity for accidental death/dismemberment) for each employee. In addition, the employee's spouse is covered for four thousand dollars (\$4,000.00). Dependent children of the employee are covered for one hundred dollars (\$100.00) (birth to six months) and two thousand dollars (\$2,000.00) (six months but less than nineteen years to twenty-one years if a full-time student).

SECTION 4. The City will pay three (3) months health insurance premiums while employees are on layoff.

SECTION 5. Current employees opting out of the health insurance will receive the opt out payment they currently receive. New opt outs will receive one half of the premium less the cost of the dental and optical benefit in the plan package at the time of their opt out. Opt-out payments will be capped at that amount for all future opt-out periods for the employee. Employees opting out will also receive Michigan Conference of Teamsters Dental and Optical Plan 122.

SECTION 6. During the term of this Agreement, should the State of Michigan substantially modify, repeal, PA 152 of 2011 (Publicly Funded Health Insurance Contribution Act), both the Employer and Union agree to revisit the terms and conditions of this Article and collectively bargain over suitable replacement language.

ARTICLE 12 **WORKERS' COMPENSATION**

SECTION 1. All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Workers' Compensation Act, subject to the limitations in sub-section (b). If an employee wants a full paycheck, they can use their sick leave, vacation time, or comp time.

SECTION 2. Such additional payment shall be known as Supplementary Workers' Compensation.

It shall not apply:

1. In partial incapacity cases when an employee refuses to accept limited duties after certification for such duties by a physician.
2. When an employee terminates, through death, retirement or other reason.
3. When injury results from misconduct or negligence.

4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.

SECTION 3. The provisions of Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Workers' Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

SECTION 4. In order to qualify for the additional payment provided above, the employee shall give notice to the City of the injury within forty-eight (48) hours of the occurrence.

SECTION 5. The City will pay the health insurance premium while an employee is on Workers' Compensation for up to six (6) months.

SECTION 6. All employees will be paid for all time spent and remain on clock while undergoing medical attention due to injuries that occurred at work.

ARTICLE 13 **LONGEVITY PAY**

After completing one (1) full year of service as of November 1st, each employee shall receive annually on the pay day closest to December 1st, longevity pay equivalent to the continuous years of service chart below.

CONTINUOUS YEARS OF SERVICE	LONGEVITY PAYMENT
1-5 YEARS	\$500.00
6-10 YEARS	\$750.00
11-15 YEARS	\$1,000.00
16-20 YEARS	\$1,250.00
21-24+ YEARS	\$1,500.00

ARTICLE 14 **RETIREMENT**

Employee contributions are pre-taxed.

Effective Upon City Commission approval of MERS contract addendum for DC retirement, the Employer shall contribute an amount equal to twelve percent (12%) of the employee's base wage to the defined contribution retirement program. Employees shall contribute a mandatory four percent (4%) of base wage to the same program. Employee contributions are pre-taxed. There will be a Retro retirement of 11 and 3 on the retro wages but the 1 and 1 starts after the MERS contract addendum.

ARTICLE 15 **WORKING SUPERVISORS**

It is not the intention of the Employer to deprive any employee of work by assigning extra additional work or duties to a foreman or supervisors. However, it is understood and agreed by the Employer and the Union that certain supervisors and foreman of the Employer have been performing all of the regular duties that are currently performed by their subordinates. Such a performance of these duties is necessitated by the size of the

Employer and by the nature and extent of the duties and departments of the Employer. It is understood and agreed that the following supervisors and foreman can continue to perform all of the duties that they are now performing and that are performed by their subordinates; Supervisor of the Electrical Department; and the Lead Lineman.

ARTICLE 16

UNIFORMS AND PROTECTIVE CLOTHING

The Employer agrees to provide all safety equipment and protective clothing as it determines are necessary to carry out the job or as required by law. The Department Head of each department will order all safety equipment and protective clothing. The reimbursement for work boots will be capped at two hundred fifty dollars (\$250.00) per contract year.

ARTICLE 17

GENERAL

SECTION 1. Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his job duties with the City; and said employee must secure written permission from the department head a minimum of twenty-four (24) hours preceding any such appointment. If an employee's department head grants permission for the employee to make such an appointment, the employee may be paid if he/she deducts the time absent from his/her job duties from the amount of the employee's accrued sick leave.

SECTION 2. VOLUNTEER FIREMEN: This Agreement specifically does not cover volunteer firemen, whether they be regular employees of the City or not. If any regular employee of the City is working as a volunteer fireman, he shall be considered solely a volunteer fireman, and shall not be entitled to benefits in his regular capacity with the City while he is working as a volunteer fireman.

SECTION 3. OTHER WORK BY CITY EMPLOYEES: Any employee seeking part-time work with another department of the Employer shall apply therefore to the City Manager.

SECTION 4. There shall be no strike or lock-out during the term of this Agreement.

SECTION 5. Employees called on to perform temporary work in a higher classification shall receive the higher rate of pay for all time so worked. An employee performing temporary work in a lower classification shall continue to receive his regular rate of pay. This clause shall not apply to job demotions.

SECTION 6. The workweek and workdays in Schedule "A" are subject to the provisions of ARTICLE 2 of this Agreement.

SECTION 7. RESIDENCY REQUIREMENT: Pursuant to Public Act No. 212 1999 effective March 10, 2000, each employee under the terms and provisions of this Agreement shall, as a condition of employment, reside within twenty (20) miles of the City of Gladstone city limits.

Newly hired individuals need not immediately reside within the allotted twenty (20) miles of the city limits, but shall within a ninety (90) day period from date of hire.

Failure of an employee to maintain his/her residency within twenty (20) miles of the city limits within ninety (90) days of hire and the failure of a newly hired employee to reside within the twenty (20) miles of the limits within ninety (90) days as herein provided shall be

the grounds for discharge of such person from city employment.

The term and provisions of the City of Gladstone Ordinance No. 368, adopted September 27, 1971, effective October 5, 1971, were superseded by Public Act 212, 1999, effective March 10, 2000.

SECTION 8. Each employee that is required to carry a cell phone, is responsible for purchasing their own cellular phone; however, the Employer agrees to provide for and pay in full, the City's monthly basic cellular service plan. City Hall employees who are required to carry a cell phone and do not join the City cellular plan will be provided with a fifty dollar (\$50.00) per month cellular phone stipend. City cellular phone guidelines in the Policy will be followed.

ARTICLE 18 **SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE 19 **TERM OF THIS AGREEMENT**

SECTION 1. This Agreement shall be in full force and effect from April 1st, 2026 and shall continue in full force and effect until midnight March 31th, 2029 and for successive annual periods thereafter, unless not more than one hundred twenty (120), but at least ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

SECTION 2. The Union shall, at the time it notified the Employer by written notice, that it desires termination, revision, modification, alternation, negotiation, change or amendment or any combination thereof of this Agreement, submit in writing to the Employer, any and all of its suggested revisions, modifications, alternations, changes or amendments to this Agreement. In the event that the Union shall fail to submit in writing the items enumerated above when it shall be required to do so under this Article, then the parties

covenant and agree that the notice of termination, revision, modification, alteration, renegotiation, change or amendment served by the Union upon the Employer shall be null and void and of no force and effect whatsoever, and the present contract shall continue for a like term.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) workdays following the receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____, 2026.

**CITY OF GLADSTONE,
MICHIGAN**

**IBEW LOCAL UNION
NO. 876**

BY: _____
Rob Sprietzer
City Manager

BY: _____
Samuel Braun
Business Manager

DATE: _____

DATE: _____

SCHEDULE "A" - CLASSIFICATIONS AND PAY SCALES

Item 18.

CLASSIFICATIONS	HOURLY EFFECTIVE RATES		
	4/1/2026-3/31/2027	4/1/2027-3/31/2028	4/1/2028-3/31/2029
<u>ELECTRICAL DEPARTMENT:</u> The workweek and workday of the Electrical Department shall be the same as the Public Works Department.			
<u>UTILITY TECHNICIAN:</u>	\$47.59	\$49.59	\$51.59
<u>JOURNEYMAN LINEMAN:</u>	\$47.59	\$49.59	\$51.59
<u>LEAD LINEMAN:</u>	\$50.59	\$52.59	\$54.59
<u>*APPRENTICE LINEMAN:</u> 1st Year 2nd Year 3rd Year 4th Year and Thereafter	85% of Journeyman Lineman Rate 90% of Journeyman Lineman Rate 95% of Journeyman Lineman Rate Journeyman Lineman Rate		

STANDBY PAY:

The City of Gladstone is offering the following to the IBEW 876 members of the Electrical Department for standby pay:

1. On-call duty shall be equally divided between the employees who are qualified. If two workers mutually agree, standby hours may be traded between the two workers.
2. On-call rate for the normal workweek will be equivalent to one and one-half times (1.5X) the Lead Lineman regular hourly rate for one (1) hour per day. Hours for a normal on-call workday are 3:30 P.M. until 7:00 A.M. Monday through Friday. Employees are not expected to be on standby during the normal on-call workday except under the following conditions: (1) on holidays or (2) if requested by management. Management understands that giving a short notice to those required to be on standby during the week can be a burden; therefore, management will try to give at least twenty-four (24) hours notice.
3. Standby rate for weekends and holidays will be equivalent to three times (3X) the Lead Lineman regular hourly rate for one (1) hour per day. Hours will encompass all 48-weekend hours starting at 7:00 A.M. Saturday and ending at 7:00 A.M. Monday. Holidays will be the same hours as any other standby day. For example, if a holiday is on Thursday, then the employee is required to be on standby from midnight Wednesday to midnight Thursday.
4. Candidates for standby are journey level linemen, apprentice linemen, and the Electrical Superintendent. Journey level linemen are automatically qualified. Apprentices have been permitted to be on standby in the past; however, apprentices are only allowed to be on standby based on mutual agreement between the journeymen and the Electrical Superintendent. Both the journeymen (who train the apprentices) and the superintendent must feel comfortable with the apprentice's experience and present line-worker capabilities

SCHEDULE “B”

INTRODUCTION: In compliance with the Federal Family and Medical Leave Act (FMLA), the City of Gladstone (City) will provide eligible employees up to twelve (12) weeks of unpaid family/medical leave within a twelve (12) month period. The FMLA allows “eligible” employees to take job- protected, unpaid leave or paid leave if the employee has earned or accrued it, for up to a total of twelve (12) workweeks in any twelve (12) months because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because the employee’s own serious health condition makes the employee unable to perform the functions of his or her job. The FMLA also allows an employee to take leave due to that employee’s family members being called to active military duty or being injured in the course of active duty. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

To be eligible for coverage under the FMLA, an employee must have worked for the City for at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period, which averages out to a little less than twenty-five (25) hours a week. The FMLA does not cover many part-time employees because employees who work less than this amount of hours for the City are not entitled to leave under the FMLA.

A “serious health condition” is a condition or illness affecting one’s health to the extent that in- patient care is needed, or that absences are necessary on a recurring basis or for more than a few days for treatment or recovery. If in-patient care is not needed, an absence from work or school for more than three (3) days must occur along with the continuous treatment of a health care provider. However, a visit to a health care provider is not necessary for such absence where any leave is required because of any of the following: (1) pregnancy or prenatal care; (2) a chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity; or (3) a permanent or long-term condition (such as Alzheimer’s, stroke, terminal cancer) for which treatment may not be effective, where only supervision and not active treatment is required.

GENERAL LEAVE PROVISIONS: Eligible employees are entitled to a total of twelve (12) work weeks of leave during the twelve (12) month period measured backward from the date an employee uses FMLA leave, when leave is taken for one (1) or more of the following circumstances:

- (1) Due to the birth of a son or daughter of the employee, if the leave is taken within twelve (12) months of the birth,
- (2) Due to the adoption or foster care placement of the child of the employee, if the leave is taken within twelve (12) months of the placement,
- (3) To care for the spouse, son, daughter, or parent of the employee if such spouse, son, daughter or parent has a serious health condition,
- (4) Due to a serious health condition that makes the employee unable to perform the functions of his or her position.

FAMILY MEDICAL AND MILITARY LEAVE POLICY

MILITARY FAMILY LEAVE PROVISIONS: Eligible employees with a spouse, son, daughter, or parent in the National Guard or Reserves on active duty or called to active duty in support of a contingency operation may take up to twelve (12) weeks of FMLA leave for certain “qualifying exigencies.” A “qualifying exigency” includes: (1) the service member being called to short-notice deployment (seven (7) days or less; (2) military events and related activities; (3) child care and related activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; (8) any other event the employee and employer agree is a qualifying exigency.

In addition, eligible employees are entitled to up to twenty-six (26) weeks of leave to care for a parent, child spouse, or next of kin who is a member of the Armed Forces and has suffered an injury or illness incurred in the line of duty on active military duty that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating. This type of leave is available in a single twelve (12) month period. If an employee has taken FMLA due to one of the qualifying events listed above, the total combined amount of FMLA leave may not exceed twenty-six (26) weeks.

Any FMLA leave taken will be counted against the employee’s annual FMLA leave entitlement.

DEFINITIONS: A “Child” does not have to be a biological child. A “parent” does not need to be a biological parent as long as the person stood “in loco parentis” (in the place of the parent) to the employee when the employee was a “son” or “daughter.” FMLA leave may be taken to care for adopted children, foster children, legal wards, or a niece, nephew or grandchild whom the employee is actively raising. A “son or daughter” includes a child 18 years or over who is “incapable of self-care because of a mental or physical disability.” An individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities.

The City is not required by the FMLA to grant leave for any other relatives or individuals in the employee’s household. For FMLA purposes, a “spouse” is defined in accordance with applicable state law and may include common-law spouses in states where common-law marriages are recognized. Unmarried domestic partners generally do not qualify as spouses under the FMLA.

BOTH SPOUSES WORKING FOR THE CITY: When both spouses work for the City the total leave in any twelve (12) month period for both spouses will be limited to twelve (12) weeks if the leave is taken for the birth or adoption of a child or to care for a sick parent.

EMPLOYEE NOTICE REQUIREMENT: Employees are required in the case of foreseeable events (expected birth or placement of a child or planned medical treatment) to provide thirty (30) days’ notice to the City Manager or his or her nominee. However, if the need for a leave was not foreseeable and must begin in less than thirty (30) days, the notice shall be provided as soon as practicable. “As soon as practicable” means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. The ordinarily would mean at least verbal notification to the City within one (1) or two (2) business days of when the need for leave becomes known to the employee.

CERTIFICATIONS AND REPORTING: A certification issued by a health care provider is required to support an employee's request for leave due to a serious health condition. Certification of Health Care Provider forms are available from the City Manager or his or her nominee.

The City may require the employee to obtain the opinion of a second health care provider designated and paid for by the City. In the event of a conflict between the first and second opinions, the City may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the City and the Employee. This third opinion will be final and binding.

Employees who take leave for their own serious health condition or to care for a covered family member will be required to report to the City on a regular basis. A reporting schedule will be worked out with the City Manager or his or her nominee.

Employees are expected to provide the City with notice as soon as possible (within two (2) business days if practicable) if the dates of leave change or are extended.

Failure to comply with these requirements may result in a delay in the start of FMLA leave.

The City may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The City may delay restoring the employee to employment if such certificate relating to the health condition which caused the employee's absence is not provided.

KEY EMPLOYEES: The FMLA provides a significant exemption for "key employees." The City is not required to offer key employees reinstatements to a similar position following the end of their leave. Key employees are those salaried employees who are among the highest paid ten percent (10%) of the employees paid by the City within seventy-five (75) miles of the facility at which the employee is employed and must be the highest paid ten percent (10%) of all salaried and non salaried, eligible and ineligible employees. Year-to-date earnings as of the date leave is requested are used to determine who are the highest paid.

An eligible key employee may be denied reinstatement of employment after leave has been taken if:

- (1) Such denial is necessary to avoid substantial and grievous economic injury to the operations of the City,
- (2) The City notified the key employee of its intent to deny restoration on such basis when the City determined that such injury would occur, and
- (3) If the leave has commenced, the employee elects not to return to employment after receiving such notice.

The employee will be notified by the City of his status as a key employee upon requesting leave if a chance exists that the City may deny reinstatement after the leave.

An employee may also be regarded as a key employee if the employee is the most highly compensated employee at a facility even if the employee is not among the highest paid ten percent (10%) of the employees in the City. If the employee is among the highest paid ten

percent (10%) of employees at a remote facility, the employee could be denied reinstatement of employment and benefits even if the employee's salary fell within the middle range of overall employee salaries.

INTERMITTENT OR REDUCED SCHEDULED LEAVE: Under certain circumstances, when leave is taken for a serious health condition, it may be taken intermittently (in small blocks of time such as days or hours) or on a reduced work schedule if medically necessary. When such leave is unpaid, the City will make salary deductions based on the amount of time actually worked. Employees who are on an intermittent or reduced schedule leave may be temporarily transferred to an available alternative position to better accommodate the leave requirements.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment will be required to produce a medical certification outlining the dates on which treatment is expected and the duration of the treatment.

PAID LEAVE: All employees taking FMLA leave will first be required to use all accrued and unused paid sick leave and vacation time. Unpaid leave will then commence for the period remaining.

BENEFITS DURING FMLA LEAVE: Employees on FMLA leave are entitled to have health benefits maintained while on leave as if they had continued working. If the health plan or benefits are changed by the City while the employee is on FMLA leave, the employee is entitled to the changed benefits to the same extent as if he or she were not on leave. Employees will be provided with any notices of changes in benefits and accorded any options to change coverage that would be provided if the individual were not on leave.

Except as required by COBRA, the City's obligation to maintain health benefits during leave (and to restore the employee to the same or equivalent employment) under FMLA ceases if and when:

- (1) The employment relationship would have terminated if the employee had not taken FMLA leave;
- (2) An employee informs the City of his or her intent not to return from leave (including before starting the leave if the City is so informed before the leave starts); or
- (3) The employee fails to return from leave or continues on leave after exhausting his or her FMLA leave entitlement in the twelve (12) month period.

If a "key employee" does not return from leave when notified by the City that substantial or grievous economic injury will result from his or her reinstatement, the employee's entitlement to group health plan benefits continues unless and until the employee advises the City that the employee does not desire restoration to employment at the end of the leave period, or FMLA leave entitlement is exhausted, or reinstatement is actually denied. The key employee may then have rights under COBRA.

If employees were required to pay a portion of the health coverage cost, this requirement will continue during FMLA leave. The City will provide the employee with advance written notice of the terms and conditions under which these payments must be made.

Usually when the employee on leave does not return to work and the reason is not due to serious health reasons recognized under FMLA and is not due to circumstances beyond the employee's control, the City is entitled to recover from the employee any City paid costs with respect to the entire leave period. In addition, the City may elect to maintain other benefits for the employee, such as life or disability insurance, for which the employee would normally pay the premiums and the City will also be entitled to recover the cost of these premiums, based on the same criteria as recovery of the employee's share (paid by the City) of medical premiums.

While the taking of FMLA leave does not result in the loss of any employment benefits accrued prior to the date on which the leave commences, the FMLA does not require that an employee be allowed to accrue any additional benefits while on family or medical leave. These benefits include pensions, sick leave, disability benefits, annual leave, group life insurance, and paid vacation time.

RETURN TO WORK AND REINSTATEMENT: Employees generally have rights to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the end of the FMLA leave.

It is the City's desire to have employees return to work as soon as possible within their medical restrictions. The City may have available some temporary light duty assignments to enable employees to return to full duty. Employees interested in performing temporary light duty assignments when medically able to do so should contact the Administration Office. An employee's refusal to accept light duty does not affect FMLA leave rights.

Employees who return to work but who may still have a medical problem will be reasonably accommodated to enable them to do their original job. Such accommodations must be practicable, medically necessary, and not an undue hardship upon the City. Employees who cannot be accommodated to perform their original position if it is available will be placed in a vacant position for which they are qualified if such position is available. Such reassignments may be at the current rate of pay for the employee or at a lower rate of pay if an equivalent position for which the employee is qualified is not available. Employees should meet with the Administration Office to discuss possible accommodations. An employee's refusal to accept an accommodation does not affect the employee's FMLA leave entitlement.

Employees on FMLA leave may still be eligible for short-term or long-term disability insurance or worker's compensation benefits. An employee's decision regarding FMLA leave can affect these benefits.

ANTI-RETALIATION: No employee shall be retaliated against for exercising his or her FMLA rights. Any employee who feels he or she has been in any way discriminated or retaliated against should report that to the Commission and/or City Manager for investigation and appropriate action.



Board:	City Commission
Agenda Date:	09-28-2026
Department:	City Commission
Presenter:	Manager Rob Spreitzer

Staff Report

Agenda Item Title:

Contribution Addendum for MERS Defined Contribution (DC)

Background:

Per City Manager Contract approved and effective 07-01-2026 increased the Defined Contribution for employer to a fixed rate of 12% and the employee to a fixed rate of 4% requires a change to the City of Gladstone MERS DC Plan Adoption Agreement for City Manager.

Fiscal Effect:

Increase employer contribution to 12 and City Manager contribution to 4%

Supporting Documentation:

Contribution Addendum for MERS DC.

Recommendation:

Approve the MERS Defined Contribution Plan Adoption Agreement and authorize City Clerk Kimberly Berry to sign the agreement.

MERS Defined Contribution (DC) Adoption Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.6377

mersofmich.com

I. EMPLOYER INFORMATION

Municipality Name: City of Gladstone

Municipality Address:

Street: _____

City: _____ Zip: _____

Municipality Phone: _____ Municipality Number: 2106

Plan Number: 6121061-01 Reporting Unit: 01

Payroll Frequency: Select an item

If **Other** is selected, provide details here: _____

II. EFFECTIVE DATE

☐ New Plan
Effective Date: _____

☒ Amended Plan
The agreement is a substitution and amendment of an existing MERS Defined Contribution Plan.
Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.
Effective Date: 7/1/2026

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☐ Vesting credit from date of hire
- ☐ No vesting credit prior to initial MERS effective date

Plan Transfer, Merger, or Closure (select below if applicable)☐ To separate employees from an existing DC division into a new one:

Effective Date: _____

Existing Plan Numbers: _____

☐ To merge existing divisions:

Effective Date: _____

Existing Plan Numbers: _____

Merged Plan Number: _____

☐ This division is the open plan receiving new hires, rehires, transfers from a closed division:

Effective Date: _____

Closed (Defined Benefit or Hybrid) Division/Plan Number(s) : _____

III. PLAN ELIGIBILITY

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is included in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within the division:

Eligible Employees (examples: Full-Time, Clerical, Union Employees participating in XXXX Union):

This plan will be named:

Probationary Period (Note: Vesting begins with Date of Hire regardless of the selection below.)☐ No probationary period. Contributions begin with date of hire, at which point, all wages and associated contributions must be submitted to MERS☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. Participant wages must be reported to MERS from the time of hire, including during the probationary period.

Probationary months: _____

Public SafetyThis division includes public safety employees: ☐ Yes ☐ No

Employee Classification

	Included	Excluded	Not Employed
Temporary Employees: Those who will work for fewer than ____ months in total			
Part-Time Employees: Those who regularly work fewer than ____ per _____			
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year			
Voter-Elected Officials			
Appointed Officials: Official position not elected by voters			
Contract Employees: Municipal or judicial employees working under an employment contract with the municipality (excluding a collective bargaining agreement) and whose wages are reported under IRS Form W-2			
Other: _____			
Other: _____			

IV. VESTING**Vesting Crediting**

Vesting in employer contributions will occur on the following schedule (check one below):

- ☐ **Elapsed Time Method** – Employees will be credited with one vesting year for each 12 months continuous employment from date of hire.
- ☐ **Hours Reported Method** – Employees will be credited with one vesting year for each calendar year in which they meet a minimum number of hours worked. Hours: _____

Vesting Schedule

Vesting will be credited using (check one below):

- ☐ **Immediate**
- ☐ **Cliff Vesting** – Fully vested after specific number of whole years, not to exceed 15 years. Years: _____
- ☐ **Graded Vesting** – The % of vesting acquired after employment for the designated number of whole years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must begin no later than 3 years of service. (Fill out the table provided.)

Note: All mandatory pre-tax employee contributions are immediately 100% vested.

% Vested	Years of Service

Vesting Acceleration

In the event of disability or death of an active employee, their (or beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the account balance hasn't previously been forfeited.

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

Normal Retirement Age (Must be a whole number): ____ (MERS' default for normal retirement age is 60)

V. CONTRIBUTIONS

Definition of Compensation

This must be used when determining both employer and employee contributions.

Check one below.

- ☐ Base Wages
- ☐ Box 1 Wages of W-2
- ☐ Gross Wages
- ☐ Box 5 Medicare Wages of W-2
- ☐ Custom Definition. If selected, you must submit a [Custom Definition of Compensation Addendum \(MD-008\)](#)

Mandatory Contributions

Required Employee and Employer Contributions are outlined within the [Contribution Addendum \(MD-070b\)](#) for MERS Defined Contribution.

VI. LOANS

Loans are permitted:

- ☐ No
- ☐ Yes – If Yes, your signature on this document confirms you have received and reviewed the [Defined Contributions & 457 Loan Addendum \(MD-071\)](#). Also, the election of loans for any plan automatically applies to all divisions of your DC Plan.

VIII. APPOINTING MERS AS THE PLAN ADMINISTRATOR

The Employer hereby agrees to the provisions of this MERS Defined Contribution Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

IX. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

X. ENFORCEMENT

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Reporting and Contribution Enforcement Policy, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the MERS Reporting and Contribution Enforcement Policy and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

XI. EXECUTION

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This Adoption Agreement is hereby approved by (municipality/court):

City of Gladstone

Dated (MM/DD/YYYY): _____

Authorized signature: _____

Name (printed): _____

Title: _____

Approved by the Municipal Employees' Retirement System of Michigan

Dated (MM/DD/YYYY): _____

Authorized MERS Signature: _____

Contribution Addendum for MERS Defined Contribution (DC)

1134 Municipal Way Lansing, MI 48917 | 800.767.6377

mersofmich.com

This is an addendum to the MERS Defined Contribution Adoption Agreement completed by the following municipality.

Municipality Name: City of Gladstone

Plan Number: 6121061-01

The details below apply to ☐ **ALL** covered employees –OR– a specific group of covered employees (specify here): City Manager

MANDATORY PARTICIPANT CONTRIBUTIONS

Select one below:

☒ **Required Fixed Contribution** – Employees are required to contribute (specify % or \$) 4.0% per pay period.

☐ **One-Time Elective Contribution** – Up to 99% (or IRS limit) per pay period.

Default Contribution Rate – (only applicable if One-Time Elective Contribution is selected). Federal law requires employees only be offered a contribution choice at the time of first eligibility in any plan of the employer, and that choice is irrevocable and unchangeable. Therefore, the default employee contribution rate will apply when an eligible employee fails to make an election prior to their first payroll reporting in which they qualified for any plan of the employer, or in certain transfer situations.

☐ The plan's standard default contribution rate of 10%

☐ An amount of (specify % or \$) _____

☐ **Both** – Employees are required to contribute (specify % or \$) _____ per pay period as well as making a one-time irrevocable election for an additional employee contribution up to 99% (or IRS limit) per pay period.

☐ **No Employee Contributions** – No mandatory or one-time elective pre-tax employee contributions permitted.

EMPLOYER CONTRIBUTIONS

Select at least one employer option in Section 1 below:

1 Employer Matching Contributions

☐ No – If No, skip to Section 2.

☐ Yes – If Yes, complete 1.1 through 1.3 below.

1.1 Employer will make matching contributions into the DC Plan based on (Check all that apply):

☐ Employee's 457 election (MERS or non-MERS)

☐ Employee's MERS DC mandatory participant contributions

☐ Other: _____

1.2 Employer Match Calculation

The employer elects the following matching contribution formula (check one):

☐ **Percentage:** The employer will match ____% of the participant contributions (as selected in 1.1) at a rate of ____% (minimum) up to ____% (maximum).

For example, if an employer chooses a 50% match, they contribute 0.50% for every 1% the participant defers. For a 100% match with a 5% minimum and 10% maximum, the employer matches contributions dollar-for-dollar on amounts above 5% and below 10%.

☐ **Flat Dollar:** The employer will match ____% of the participant contributions (as selected in 1.1) as a flat dollar rate of \$_____ (minimum) up to \$_____ (maximum) per _____.

1.3 Employer Match Frequency

Employer match contributions will be made (check one):

☐ Per Payroll ☐ Quarterly ☐ Annually ☐ Other: _____

2 Non-Matching Contributions

☐ No

☐ Yes – If Yes, complete 2.1 to 2.2 below.

2.1 Employer Non-Match Calculation

The employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply).

☒ **Compensation:** a contribution of \$_____ or 12.0%

☐ **One-Time:** \$_____

2.2 Employer Non-Match Frequency

Employer non-matching contributions will be made (check one):

☒ Per Payroll ☐ Quarterly ☐ Annually ☐ Other: _____



Board:	City Commission
Agenda Date:	09-28-2026
Department:	City Commission
Presenter:	Manager Spreitzer

Staff Report

Agenda Item Title:

DATA Board Reappoint Gladstone Representative – Mr. Eric Buckman

Background:

The DATA Board of Directors consists of (5) five members. One member may be recommended from each of the cities of Gladstone and Escanaba; and two members may be recommended from the Delta County Townships Association.

The board members shall be citizens of the respective subdivisions over the age of eighteen (18) years. Board members shall not be elected officials. Meetings are being held at the DATA office conference room located at 2901 27th Avenue North, Escanaba on the second Tuesday of each month at 3:30 PM.

Mr. Eric Buckman is currently the Gladstone representative and would like to continue to volunteer for this assignment.

Fiscal Effect:

None

Supporting Documentation:

None.

Recommendation:

Motion to approve Mr. Eric Buckman, resident to the DATA Board as the City of Gladstone representative.