



# **GLADSTONE CITY COMMISSION REGULAR MEETING**

City Hall Chambers – 1100 Delta Avenue  
August 12, 2024  
6:00 PM

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## **AGENDA**

### **CALL TO ORDER**

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

### **PUBLIC HEARINGS**

### **PUBLIC COMMENT**

### **CONFLICTS OF INTEREST**

### **CONSENT AGENDA**

- [4.](#) Gladstone Board of Review Organization Meeting Minutes of March 5, 2024
- [5.](#) Gladstone Board of Review Minutes of March 13, 2024
- [6.](#) Gladstone Board of Review Minutes of March 14, 2024
- [7.](#) City Commission Regular Meeting Minutes of July 22, 2024
- [8.](#) UP Concrete Invoice #334911 - Pickleball Court Invoice
- [9.](#) Fahrner Asphalt Sealers LLC - Invoice # 8300018898 - Chip Seal
- [10.](#) Monthly Check Register & Payroll - Information Only

### **UNFINISHED BUSINESS**

11. ATC Offer for Easement - Table to 08/26/2024

### **NEW BUSINESS**

- [12.](#) Change Order No. 11 for Wastewater Treatment Plant Improvements.
- [13.](#) Wastewater Upgrades Request for Disbursement of Funds Draw #25.
- [14.](#) Purchase Portable Air Compressor
- [15.](#) Michigan Municipal League (MML) Voting Delegates Annual Convention
- [16.](#) MERS Administrative Service Agreement - POLC Command Union
- [17.](#) MERS Administrative Service Agreement - Public Safety Officers (PSO) Union

### **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: 08-08-2024

Kimberly Berry, MiPMC  
906-428-2311  
[kberry@gladstonemi.gov](mailto: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 MARCH BOARD OF REVIEW ORGANIZATION MEETING

City Hall Chambers – 1100 Delta Avenue  
March 05, 2024  
1:00 PM

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## MINUTES

City Clerk Kimberly Berry called the meeting to order and the roll:

Present -Howard Haulotte, Jason Lippens, John Noreus

Absent: Jody Pontius - Excused

Public Comment – No public present

Clerk Berry gave the Oath of Office to the Board of Review Members.

Motion by Jason Lippens, seconded by John Noreus to nominate Howard Haulotte as Chairperson.

Nominations closed for Chairperson.

Motion by John Noreus; seconded by Jason Lippens to appoint Howard Haulotte as Chairperson.

MOTION CARRIED

Motion by John Noreus, seconded by Howard Haulotte to nominate Jason Lippens as Secretary.

Nominations closed for Secretary.

Motion by John Noreus; seconded by Howard Haulotte to appoint Jason Lippens as Secretary.

MOTION CARRIED

City Assessor Janice Frizzell presented the 2024 City of Gladstone Tax Roll.

Motion by Jason Lippens; seconded by John Noreus to set a five-minute timeline per petitioner before the Board of Review.

MOTION CARRIED

There being no further business before the Board of Review, Chairperson Howard Haulotte adjourned the meeting at 1:43 PM.

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Kimberly Berry, City Clerk



# GLADSTONE MARCH BOARD OF REVIEW MEETING

City Hall Chambers – 1100 Delta Avenue  
March 13, 2024  
9:00 AM

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## MINUTES

Chairman Howard Haulotte called the meeting to order, followed by roll call:

Present: Howard Haulotte, Jason Lippens and John Noreus

Absent: Jody Pontius - Absent - Excused

Public Comment: No public present

M2024-15

Don Dominick appeared in person

113 N. Bluff Drive

052-380-001-00

Motion by Jason Lippens; second by John Noreus to deny as insufficient data presented to support a value change.

MOTION CARRIED

M2024-16

Robert Mata appeared in person

1403 2<sup>nd</sup> Avenue North

052-621-084-00

Motion by Jason Lippens; second by John Noreus to approve to approve the TV 39,700 to \$22,972 and AV \$39,700 to \$24,900 due to recalculation of house being gutted and no utilities.

MOTION CARRIED

M2024-01

Craig Lauerman appeared in person

502 Minneapolis Avenue

052-021-014-00

Petitioner withdrew appeal.

M2024-02

Craig Lauerman appeared in person

1315 Delta Avenue

052-080-008-00

Petitioner withdrew appeal.

M2024-03

Craig Lauerman appeared in person  
1311 Delta Avenue  
052-080-006-00

Motion by Jason Lippens; second by John Noreus to approve the TV \$11,300 to \$5,500 and AV \$11,300 to \$5,500.

MOTION CARRIED

M2024-04

Craig Lauerman – Sunny Skies LLC appeared in person  
1520 Lake Shore Drive  
052-150-032-00

Motion by Jason Lippens; second by John Noreus to deny appeal as current values are in line with values on Lake Shore Drive and insufficient data was presented to the Board to support a value change.

MOTION CARRIED

M2024-05

Jeff Lucier – Letter Appeal  
507 Superior Avenue  
052-015-003-00

Motion by Jason Lippens; second by Howard Haulotte to approve the poverty exemption at 100% for 2024.

MOTION CARRIED

M2024-06

Julie Kohnert – Letter Appeal  
453 29<sup>th</sup> Street  
052-175-028-00

Motion by John Noreus; second by Jason Lippens to approve the poverty exemption at 100% for 2024.

MOTION CARRIED

M2024-07

Margaret Anderson – Letter Appeal  
1107 Minnesota Avenue  
052-065-003-00

Motion by Jason Lippens; second by John Noreus to approve the poverty exemption at 100% for 2024.

MOTION CARRIED

M2024-08

Thomas Hamilton – Letter Appeal  
804 Blackwell Avenue  
052-513-006-00

Motion by Jason Lippens; second by John Noreus to approve the TV \$55,800 to \$43,340 and AV \$55,800 to \$42,340 for 2024.

MOTION CARRIED

M2024-09

Christina Cole – Letter Appeal  
1622 Montana Avenue  
052-101-007-00

Motion by Jason Lippens; second by John Noreus to remove value of new garage as this was a clerical error as no new garage was built; AV \$73,300 to \$70, 800 for 2024.

MOTION CARRIED

M2024-10

John Lewandowski letter appeal and appeared in person  
62 Royal Oak Drive  
052-487-035-00

Motion by Jason Lippens; second by John Noreus to approve TV \$25,300 to \$19,700 for 2024 based on price per square foot.

MOTION CARRIED

M2024-11

John Lewandowski letter appeal and appeared in person  
62 Royal Oak Drive  
052-487-036-00

Motion by Jason Lippens; second by John Noreus to approve TV \$25,300 to \$19,700 for 2024 based on price per square foot.

MOTION CARRIED

M2024-12

Tamara Skinner – Letter Appeal  
1222 Superior Avenue  
052-077-010-00

Motion by John Noreus; second by Jason Lippens to approve the poverty exemption at 100% for 2024.

MOTION CARRIED.

M2024-13

Justin Berg – Letter Appeal  
1424 Lake Shore Drive  
052-150-047-00

Motion by Jason Lippens; second by John Noreus to deny appeal as current land values are in line with land values on Lake Shore Drive and insufficient data was presented to the Board to support a value change.

MOTION CARRIED

M2024-14

Cali Up North LLC – Letter Appeal  
516 Michigan Avenue  
052-018-011-00

Motion by Jason Lippens; seconded by John Noreus to reverse the uncapping as property transferred to Commonly Controlled Entities TV\$24,100 to \$20, 685.

MOTION CARRIED

M2024-17

Arthur VanDamme appeared in person  
1712 Lake Shore Drive  
052-150-012-00

Motion by Jason Lippens; second by John Noreus to lower AV \$74,200 to \$67,600 due to clerical error as garage was on record card and no garage is on property. Taxable Value unchanged.

MOTION CARRIED

M2024-18 – Skipped in numbering by accident.

M2024-19

Joseph Valencic appeared in person  
1721 Dakota Avenue  
052-107-006-00

Motion by Jason Lippens; second by John Noreus to deny as insufficient data presented to support a value change.

MOTION CARRIED

M2024-20

Dan & Joan Paul appeared in person  
31 Tipperary  
052-378-389-00

Motion by Howard Haulotte; second by John Noreus to deny as insufficient data presented to support a value change.

MOTION CARRIED

M2024-21

Dan & Joan Paul appeared in person

31 Tipperary

052-378-390-00

Motion by Jason Lippens; second by John Noreus to deny appeal as current land values are in line with land values in this class and insufficient data presented to support a value change.

MOTION CARRIED

M2024-22

Mary & Sharon Herro appeared in person

1202 Montana Avenue

052-071-014-00

Motion by Jason Lippens; second by John Noreus to deny as insufficient data presented to support a value change.

MOTION CARRIED

Chairman Howard Haulotte adjourned the Board of Review until 3:00 PM on Thursday, March 14, 2004.

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Kimberly Berry, City Clerk





# GLADSTONE MARCH BOARD OF REVIEW MEETING

City Hall Chambers – 1100 Delta Avenue  
March 14, 2024  
3:00 PM

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## MINUTES

Chairman Howard Haulotte called the meeting to order, followed by roll call:

Present: Howard Haulotte, Jason Lippens and John Noreus

Absent: Jody Pontius - Absent - Excused

Public Comment: No public present

M2024-23

Hattie Balance appeared in person

705 Superior Avenue

052-031-003-00

Motion by Jason Lippens; second by John Noreus to deny as insufficient data presented to support a value change.

MOTION CARRIED

M2024-24

Paula Brown & Roger Fritz appeared in person

1309 N. 15<sup>th</sup> Street

052-616-069-00

Motion by Jason Lippens; seconded by John Noreus to approve decrease of AV \$61,500 to \$51,000 due to condition factors.

MOTION CARRIED

M2024-25

Michael O'Connor appeared in person

526 Minnesota Avenue

052-016-015-00

Motion by Jason Lippens; second by John Noreus to deny as no evidence presented to support a value change.

MOTION CARRIED

M2024-26

Eric Malmsten appeared in person

Tipperary Road

052-384-469-00

Motion by Jason Lippens; second by John Noreus to approve TV \$10,000 to \$7,500 and AV \$10,000 to \$7,500 per recent sales of like properties.

MOTION CARRIED

M2024-27

Jeffrey Rydahl appeared in person

502 Delta Avenue

052-015-027-00

Motion by Jason Lippens, second by John Noreus to approve TV \$35,429 to \$37,231 and AV \$42,000 to \$47,500 based on appraisal.

MOTION CARRIED

M2024-28

Roy & Lisa Nelson appeared in person

2820 8<sup>th</sup> Avenue West

052-453-010-00

Motion by John Noreus; second by Jason Lippens to deny as values in line with current property value in area of same size and insufficient data presented to support a value change.

MOTION CARRIED

M2024-29

Roy & Lisa Nelson appeared in person

2820 8<sup>th</sup> Avenue West

052-453-007-00

Motion by John Noreus; second by Jason Lippens to deny as values in line with current property value in area of same size and insufficient data presented to support a value change.

MOTION CARRIED

M2024-30

Roy & Lisa Nelson appeared in person

2820 8<sup>th</sup> Avenue West

052-453-006-00

Motion by John Noreus; second by Jason Lippens to deny as values in line with current property value in area of same size and insufficient data presented to support a value change.

MOTION CARRIED

Motion by John Noreus; second by Jason Lippens to adjourn the Board of Review at 9:00 PM

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Kimberly Berry, City Clerk



# GLADSTONE CITY COMMISSION REGULAR MEETING

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

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## MINUTES

Mayor Thompson called the meeting to order, Invocation by Commissioner Mantela and Clerk Kim Berry called the roll:

**PRESENT:**

Mayor Joe Thompson  
Commissioner Judy Akkala  
Mayor Pro-Tem Brad Mantela  
Commissioner Robert Pontius

**ABSENT - EXCUSED**

Commissioner Steve O'Driscoll

**PUBLIC COMMENT** - No public present

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

**MOTION CARRIED**

Motion made by Mayor Pro-Tem Mantela, Seconded by Mayor Thompson to table the ATC Offer for Easement to the August 12, 2024 regular City Commission meeting.

**MOTION CARRIED**

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

**MOTION CARRIED**

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner Pontius to approve the School Resource Officer contract and authorize the addition of a School Resource Officer to the Gladstone School District for the 2024-2025 school year.

**MOTION CARRIED**

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

Upon motion made by Commissioner Judy Akkala, seconded by Mayor Joe Thompson, the following Resolution was adopted:

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

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

AYES: Commissioner Akkala, Commissioner Mantela, Commissioner Pontius,  
Mayor Thompson

NAYES: None

ABSENT: Commissioner O'Driscoll

RESOLUTION ADOPTED

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner Pontius to approve professional engineering services contract with amount not to exceed \$38,000 for the Gladstone Marina Renovation Phase II project. Funding from Waterways for \$18,620 and Harbor Fund for \$19,380.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Mayor Thompson to opt-out of purchase of the foreclosed property located at 611 29th Street (Parcel ID 21-052-617-009-00)

MOTION CARRIED

## CITY MANAGER'S REPORT

Manager Eric Buckman reported on the following:

- City Assessor and I have been working with our attorney on four tax tribunals, hearings are August 1, 2024
- Attended the DDA meeting and gave a tour of the North Shore property
- Met with the Recreation Director and staff regarding the boardwalk, sports park building future
- Held a utility meeting regarding the Oaks golf course and future plans, developing a committee to explore options
- Community Development Director, Treasurer and I met to plan out the ARPA money to spend in upgrading/maintenance of City Hall:
  - Lead paint abatement in garage and back hallway
  - Roof repair
  - Tuck pointing front of building
  - Create designated storage space
  - Plan for upstairs/access
- Treasurer and I met with mr. Jeff Anderson from Michigan Class regarding investments

There being no further business before the Commission Mayor Thompson adjourned the meeting at 6:31 PM.

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Mayor Joe Thompson

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City Clerk Kimberly Berry

**UP Concrete Co**  
 PO Box 25  
 BARK RIVER, MI 49807-9594 US  
 +1 9064205373  
 www.upconcrete.com

**Invoice**

**BILL TO**

Richard Beauvis  
 Gladstone Area Pickleball  
 7980 Garth Point 25.25 LN  
 Rapid River, MI 49878

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
334911	07/25/2024	\$51,575.50	08/24/2024	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Constr. Misc.	Pay request #3 Gladstone pickle ball project estimated 100 percent complete. (original estimate was \$179,750.00 already received \$140,000.00)	1	39,750.00	39,750.00
	Constr. Misc.	concrete increased to 6" thick for main playing areas	1	9,000.00	9,000.00
	Constr. Misc.	12" sono tubes for net posts	1	203.00	203.00
	Constr. Misc.	Labor to dig out and install 12 tubes before pouring concrete	9	75.00	675.00
	Constr. Misc.	yds of concrete for installing net posts	1.75	170.00	297.50
	Constr. Misc.	labor to prep sono tubes and to install net posts in concrete 22' apart	22	75.00	1,650.00

SUBTOTAL	51,575.50
TAX	0.00
TOTAL	51,575.50
<b>BALANCE DUE</b>	<b>\$51,575.50</b>

## Progress Billing Invoice

**From:** Fahrner Asphalt Sealers LLC  
 2800 Mecca Drive  
 Plover, WI 54467  
 Ph. 715-341-2868

**Invoice #:** 8300018898

**Date:** 07/23/24

**Application #:** 1

**Customer #:** 202068

**To:** City of Gladstone  
 1100 Delta Ave  
 Gladstone, MI 49837-1434

**Contract:** 4902449402 City of Gladstone - CS, FOG, GSB

Cont Item	Description	Contract			To Date		This Invoice			
		Contract Quantity	U/M	Unit Price	Contract Amount	Quantity To Date	Amount To Date	Quantity This Invoice	Amount This Invoice	% Compl
01	Chipseal	28,730.000	SY	2.900	83,317.00	0.000	0.00	0.000	0.00	0.00%
02	Fog Seal	28,730.000	SY	0.800	22,984.00	0.000	0.00	0.000	0.00	0.00%
03	GSB	12,660.000	SY	1.600	20,256.00	12,860.000	20,576.00	12,860.000	20,576.00	101.58%

*\$ 20,576.00*

*202-463-800.007*

*BS*

*8/12/24*

*COMMISSION APPROVAL*

<b>Total Contract:</b>	<b>126,557.00</b>		
<b>Total Billed:</b>	<b>16.26%</b>	<b>20,576.00</b>	<b>20,576.00</b>
<b>Less Retainage:</b>		<b>0.00</b>	<b>0.00</b>
<b>Net Billed:</b>		<b>20,576.00</b>	<b>20,576.00</b>
<b>Less Previous Applications:</b>		<b>0.00</b>	<b>-</b>
<b>Total Due This Invoice:</b>		<b>20,576.00</b>	<b>20,576.00</b>

**Terms: DUE UPON COMPLETION**  
 Payment in full is due upon completion unless modified by written contract. A delinquency charge of 1.5% per month (18% per annum) will be assessed on any unpaid balance from



## CHECK REGISTER FOR CITY OF GLADSTONE

CHECK DATE 07/01/2024 - 07/31/2024

Item 10.

Check Date	Check	Vendor Name	Amount
<b>Bank BAY</b>			
07/01/2024	1175(E)	U.S. BANK EQUIPMENT FINANCE	192.04
07/02/2024	1176(E)	FICA, MEDICARE, FEDERAL	294.67
07/02/2024	79562	JANICE ANN FRIZZELL	3,291.67
07/03/2024	1177(E)	MICHIGAN DEPT OF TREASURY	9,619.18
07/03/2024	1178(E)	STATE OF MICHIGAN	10,717.83
07/03/2024	79563	ORANGE CAT MEDIA	2,500.00
07/03/2024	79564	MICHELLE CZYGAN	200.00
07/03/2024	79565	1ST AYD CORPORATION	212.40
07/03/2024	79566	AIRGAS USA, LLC	143.48
07/03/2024	79567	AMERISCAN IMAGING SERVICES, I	500.00
07/03/2024	79568	BECKY GRIEBEL	50.00
07/03/2024	79569	C & C SALES	750.75
07/03/2024	79570	CATHERINE SJOQUIST	127.66
07/03/2024	79571	CHARITY POTIER	89.04
07/03/2024	79572	CHATFIELD MACHINE	30.37
07/03/2024	79573	CHENIER'S GREENHOUSE, INC.	838.98
07/03/2024	79574	CITY OF GLADSTONE	20,243.90
07/03/2024	79575	COURTNEY JO ARROWOOD	375.00
07/03/2024	79576	DAILY PRESS	892.80
07/03/2024	79577	DEHOOGHE & VIAU PLUMBING	244.64
07/03/2024	79578	DEROUIN'S AUTO BODY & COLLISI	5,487.08
07/03/2024	79579	EDDIE SUBBY	35.00
07/03/2024	79580	FLINN'S FLOWER & GARDEN CENTE	100.00
07/03/2024	79581	GARD SPECIALISTS	182.62
07/03/2024	79582	GORDON FOOD SERVICE, INC.	1,218.64
07/03/2024	79583	HAWKINS, INC.	1,177.29
07/03/2024	79584	IVERSON'S HOME CENTER	1.14
07/03/2024	79585	JESSI CASTOR	100.00
07/03/2024	79586	KIESLER POLICE SUPPLY	879.27
07/03/2024	79587	KIM BUCKMAN	375.00
07/03/2024	79588	LAW OFFICE OF CRYSTAL MORGAN,	3,901.00
07/03/2024	79589	MAMC	45.00
07/03/2024	79590	MARK HALVORSON	35.00
07/03/2024	79591	MENARDS - ESCANABA	273.89
07/03/2024	79592	MICHIGAN RURAL WATER ASSOCIAT	940.00
07/03/2024	79593	MILAN SUPPLY COMPANY	3,216.59
07/03/2024	79594	MILLER, CANFIELD, PADDOCK & S	2,220.00
07/03/2024	79595	NORTHERN MICHIGAN UNIVERSITY	20.59
07/03/2024	79596	PARAGON LABORATORIES, INC.	206.00
07/03/2024	79597	PAYNE & DOLAN INC	19,639.50
07/03/2024	79598	POLLY JONES	35.00
07/03/2024	79599	POWER LINE SUPPLY CO	281.70
07/03/2024	79600	RUSS PORTELE	5.00
07/03/2024	79601	STUART C IRBY CO	5,446.30
07/03/2024	79602	TOM HARVEY	35.00
07/03/2024	79603	TRUCK EQUIPMENT INC	18.12
07/03/2024	79604	U.P. ACTION NEWS	248.00
07/03/2024	79605	USA BLUE BOOK	893.01
07/03/2024	79606	TIMOTHY J. HIRN	1,200.00
07/03/2024	79607	ROB MATA	1,200.00
07/03/2024	79608	DERRELL SYRIA	1,200.00
07/08/2024	79609	MICHIGAN MUNICIPAL LEAGUE	42.51
07/10/2024	79619	ESCANABA 7TH DAY ADVENTIST CH	1,000.00
07/10/2024	79620	OSF HOME HEALTH & HOSPICE	500.00
07/10/2024	79621	UP MARINE LEAGUE-MICHAEL MILL	250.00
07/10/2024	79622	GEORGE SAILER	400.00
07/11/2024	1193(E)	QUADIENT FINANCE USA, INC.	1,300.00
07/12/2024	1190(E)	FICA, MEDICARE, FEDERAL	31,369.53
07/12/2024	1191(E)	NATIONWIDE RETIREMENT SOLUTIO	12.01
07/12/2024	1192(E)	FICA, MEDICARE, FEDERAL	727.20
07/12/2024	79623	ALERUS FINANCIAL	20,985.83
07/12/2024	79624	IBEW LOCAL 876	117.03
07/12/2024	79625	MATRIX TRUST COMPANY	2,078.27
07/12/2024	79626	MICHIGAN STATE DISBURSEMENT U	199.31
07/12/2024	79627	POLICE OFFICERS LABOR COUNCIL	212.00
07/16/2024	79636	CITY OF GLADSTONE	50.92
07/17/2024	79637	BAY DE NOC COMMUNITY COLLEGE	16.66
07/17/2024	79638	DELTA AREA TRANSIT AUTHORITY	6.04
07/17/2024	79639	DELTA COUNTY TREASURER	31.74
07/17/2024	79640	DELTA COUNTY TREASURER	7.25
07/17/2024	79641	DELTA-SCHOOLCRAFT I.S.D.	12.01



## CHECK REGISTER FOR CITY OF GLADSTONE

CHECK DATE 07/01/2024 - 07/31/2024

Item 10.

Check Date	Check	Vendor Name	Amount
<b>Bank BAY</b>			
07/17/2024	79642	GLADSTONE AREA SCHOOLS	233.43
07/18/2024	79643	A1 SPORT & WELD SUPPLY	353.07
07/18/2024	79644	ADVANCE AUTO PARTS (CARQUEST)	684.75
07/18/2024	79645	BICHLER CONCRETE & GRAVEL	345.01
07/18/2024	79646	BINK'S COCA-COLA BOTTLING CO	622.95
07/18/2024	79647	CDW GOVERNMENT	718.31
07/18/2024	79648	COLEMAN ENGINEERING COMPANY	2,058.00
07/18/2024	79649	CORE & MAIN LP	244.89
07/18/2024	79650	D & L JANITORIAL SUPPLY INC.	1,458.34
07/18/2024	79651	DAILY PRESS	530.00
07/18/2024	79652	DARRELL DIXSON	400.00
07/18/2024	79653	DEARBORN LIFE INSURANCE CO.	655.18
07/18/2024	79654	DEHOOGHE & VIAU PLUMBING	160.00
07/18/2024	79655	DELTA COUNTY ROAD COMMISSION	366.28
07/18/2024	79656	DELTA DISPOSAL	1,320.46
07/18/2024	79657	DELTA SOLID WASTE MGMT AUTHOR	21,373.96
07/18/2024	79658	DOMBROWSKI TREE SERVICE	6,412.50
07/18/2024	79659	FOUR SEASON'S SMALL ENGINE	26.98
07/18/2024	79660	GENE'S TOWING & RECOVERY	300.00
07/18/2024	79661	HAWKINS, INC.	110.00
07/18/2024	79662	HYDROCORP	1,748.00
07/18/2024	79663	INFOSEND	4,300.49
07/18/2024	79664	KEYNECTA INC.	2,800.00
07/18/2024	79665	KONICA MINOLTA BUSINESS SOLUT	2,700.14
07/18/2024	79666	LARA-MPSC	2,612.19
07/18/2024	79667	LITTLE BAY CONCRETE PRODUCTS	1,772.00
07/18/2024	79668	M&M SERVICE, INC.	465.75
07/18/2024	79669	MAPLERIDGE TOWNSHIP	5,874.56
07/18/2024	79670	MASONVILLE TOWNSHIP TREASURER	3,244.94
07/18/2024	79671	MEL'S LAWN, GARDEN & FEED	47.40
07/18/2024	79672	MENARDS - ESCANABA	1,820.49
07/18/2024	79673	MICHELLE CZYGAN	600.00
07/18/2024	79674	MILLER, CANFIELD, PADDOCK & S	12,114.05
07/18/2024	79675	NORTH SHORE COMPRESSOR & MACH	491.08
07/18/2024	79676	NORTHERN LIGHTS YMCA, INC	9,856.00
07/18/2024	79677	NORTHERN MACHINING & REPAIR,	118.40
07/18/2024	79678	NORTHERN SCREENPRINTING & EMB	141.00
07/18/2024	79679	NORTHGATE EQUIPMENT & SALES	4,918.89
07/18/2024	79680	NORWAY SPRINGS, INC.	19.90
07/18/2024	79681	NU-WAY CLEANERS LAUNDRY & REN	32.00
07/18/2024	79682	OSF MEDICAL GROUP-OCCUPATIONA	260.00
07/18/2024	79683	PARAGON LABORATORIES, INC.	640.00
07/18/2024	79684	PAYNE & DOLAN INC	1,337.47
07/18/2024	79685	PRIMUS MARKETING GROUP INC	6,175.00
07/18/2024	79686	SCOTT SPLAN	614.96
07/18/2024	79687	STANDARD ELECTRIC COMPANY	1,150.19
07/18/2024	79688	STATE OF MICHIGAN	30.00
07/18/2024	79689	STENBERG BROS., INC	3,730.00
07/18/2024	79690	TERRACE BAY HOTEL LLC	1,890.00
07/18/2024	79691	THE SHERWIN WILLIAMS CO.	625.81
07/18/2024	79692	THE UPS STORE	584.90
07/18/2024	79693	U.S. BANK EQUIPMENT FINANCE	84.09
07/18/2024	79694	USA BLUE BOOK	777.02
07/18/2024	79695	WESCO RECEIVABLES CORP.	2,068.80
07/18/2024	79696	BAY DE NOC COMMUNITY COLLEGE	21,483.47
07/18/2024	79697	DELTA COUNTY TREASURER	159,209.40
07/18/2024	79698	DELTA-SCHOOLCRAFT I.S.D.	18,608.92
07/24/2024	1194(E)	MICHIGAN CONFERENCE OF TEAMST	77,658.00
07/24/2024	1197(E)	AFLAC	883.16
07/24/2024	1205(E)	BAYBANK	104.58
07/24/2024	79699	STATE OF MICHIGAN	140.00
07/24/2024	79700	DEBRA J MICHEAU	200.00
07/24/2024	79726	DERRELL SYRIA	400.00
07/26/2024	1195(E)	FICA, MEDICARE, FEDERAL	30,500.58
07/26/2024	1196(E)	NATIONWIDE RETIREMENT SOLUTIO	12.01
07/26/2024	79719	ALERUS FINANCIAL	20,221.65
07/26/2024	79720	IBEW LOCAL 876	227.73
07/26/2024	79721	IBEW LOCAL UNION 906	210.08
07/26/2024	79722	MATRIX TRUST COMPANY	2,078.27
07/26/2024	79723	MICHIGAN STATE DISBURSEMENT U	199.31
07/26/2024	79724	POLICE OFFICERS LABOR COUNCIL	212.00

CHECK REGISTER FOR CITY OF GLADSTONE

CHECK DATE 07/01/2024 - 07/31/2024

Item 10.

Check Date	Check	Vendor Name	Amount
<b>Bank BAY</b>			
07/26/2024	79725	TEAMSTERS LOCAL #406	903.00
07/26/2024	79727	BERGEON MICHAEL	75.78
07/26/2024	79728	CARLSON RANDALL SCOTT	57.55
07/26/2024	79729	DELTA COUNTY CREDIT UNION	127.68
07/26/2024	79730	FOURNIER WAYNE	9.24
07/26/2024	79731	GENDRON JOHN	90.13
07/26/2024	79732	GRENFELL JAMES S & KATHLEEN J	228.45
07/26/2024	79733	KOVALA GARY	509.67
07/26/2024	79734	LAFAVE ROBERT E & PATRICIA R	140.73
07/26/2024	79735	MILLER RALPH E & ANN MILLER	276.88
07/26/2024	79736	OLSON THOMAS R	106.14
07/26/2024	79737	RYAN NANCY	79.59
07/26/2024	79738	SWARTZ WILLIAM J & RITA S	127.08
07/29/2024	1198(E)	WPPI ENERGY	204,945.10
07/29/2024	1199(E)	UPPER PENINSULA PUBLIC POWER	8,236.90
07/31/2024	79739	CITY OF GLADSTONE	61.61
07/31/2024	79740	DELTA COUNTY TREASURER	3,450.16
07/31/2024	79741	DELTA AREA TRANSIT AUTHORITY	232.66
07/31/2024	79742	DELTA-SCHOOLCRAFT I.S.D.	924.33
07/31/2024	79743	BAY DE NOC COMMUNITY COLLEGE	1,281.80
07/31/2024	79744	GLADSTONE AREA SCHOOLS	2,228.58
07/31/2024	79745	MICHIGAN DEPARTMENT OF TREASU	13,255.40
<b>BAY TOTALS:</b>			
Total of 164 Checks:			844,965.71
Less 0 Void Checks:			0.00
Total of 164 Disbursements:			<u>844,965.71</u>

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE  
For Check Dates 07/01/2024 to 07/31/2024

Item 10.

Fund	Item	Amount
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Totals For Fund: 101

Gross Payment:	150,053.10
Net Payment:	108,149.94
Total Payroll:	175,927.62

-- Deductions --

AFLAC_AFTER	161.22
AFLAC_PRE	226.66
CDSUPPHONE	10.07
CLERKPHONE	10.07
CRCL_TST	2,308.76
DC LOAN REPAY	733.46
DC LOAN REPAY2	835.60
DEFINED_COMP_4%	1,041.43
DEFINED_COMP_3	2,395.81
DPWSUPPHONE	8.18
FITW	11,926.52
FOC	161.97
FOP	424.00
HEALTHINSCONT	4,341.36
MEDICARE_EE	2,072.12
MERS 457 ROTH %	236.81
MERS457	100.36
MSAEEFAMILY	238.38
MSAEESINGLE	20.62
PSUPRPHONE	10.07
PUBSAFPHONE	14.87
SITW_MI	5,394.36
SOCSEC_EE	8,860.37
SUPSUNIONDUES	90.27
TEAMSTERS	269.75
TREASPHONE	10.07

Total Deductions:	41,903.16
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-- Expenses --

DEFINED_COMP_11	11,648.05
EMPLOYER 457	686.54
MEDICARE_ER	2,072.12
MSA_ER EXPENSE	2,592.87
SOCSEC_ER	8,860.37
SUI	14.57

Total Expenses:	25,874.52
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Totals For Fund: 202

Gross Payment:	6,798.27
Net Payment:	4,725.57
Total Payroll:	8,257.82

-- Deductions --

AFLAC_AFTER	0.04
AFLAC_PRE	0.20
CRCL_TST	14.51
DC LOAN REPAY	1.37
DC LOAN REPAY2	2.59
DEFINED_COMP_3	198.94
DPWSUPPHONE	0.50
FITW	662.11
FOC	2.49
HEALTHINSCONT	295.60
MEDICARE_EE	91.58
MERS457	28.72
MSAEEFAMILY	19.51
MSAEESINGLE	12.51
SITW_MI	256.30
SOCSEC_EE	391.51
SUPSUNIONDUES	3.64
TEAMSTERS	90.58

Total Deductions:	2,072.70
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-- Expenses --

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE  
For Check Dates 07/01/2024 to 07/31/2024

Item 10.

Fund	Item	Amount
	DEFINED_COMP_11	729.47
	MEDICARE_ER	91.58
	MSA ER EXPENSE	246.99
	SOCSEC_ER	391.51
	Total Expenses:	1,459.55
Totals For Fund: 203		
	Gross Payment:	4,205.63
	Net Payment:	2,790.88
	Total Payroll:	5,050.86
	-- Deductions --	
	AFLAC_AFTER	1.59
	AFLAC_PRE	7.89
	CRCL_TST	4.70
	DC LOAN REPAY	53.42
	DC LOAN REPAY2	100.80
	DEFINED_COMP_3	110.73
	DPWSUPPHONE	0.13
	FITW	365.55
	FOC	97.15
	HEALTHINSCONT	160.10
	MEDICARE_EE	58.40
	MERS457	16.05
	MSAEEFAMILY	8.14
	MSAEESINGLE	2.81
	SITW_MI	159.95
	SOCSEC_EE	249.66
	SUPSUNIONDUES	2.50
	TEAMSTERS	15.18
	Total Deductions:	1,414.75
	-- Expenses --	
	DEFINED_COMP_11	406.00
	MEDICARE_ER	58.40
	MSA ER EXPENSE	130.86
	SOCSEC_ER	249.66
	SUI	0.31
	Total Expenses:	845.23
Totals For Fund: 248		
	Gross Payment:	2,096.30
	Net Payment:	1,712.80
	Total Payroll:	2,256.67
	-- Deductions --	
	FITW	134.04
	MEDICARE_EE	30.40
	SITW_MI	89.09
	SOCSEC_EE	129.97
	Total Deductions:	383.50
	-- Expenses --	
	MEDICARE_ER	30.40
	SOCSEC_ER	129.97
	Total Expenses:	160.37
Totals For Fund: 540		
	Gross Payment:	6,817.26
	Net Payment:	4,965.27
	Total Payroll:	8,294.82
	-- Deductions --	
	AFLAC_AFTER	4.82
	AFLAC_PRE	8.70
	DC LOAN REPAY	27.40
	DC LOAN REPAY2	51.70
	DEFINED_COMP_3	201.06
	DPWSUPPHONE	1.26
	FITW	368.08
	FOC	49.83
	HEALTHINSCONT	302.34

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE  
For Check Dates 07/01/2024 to 07/31/2024

Item 10.

Fund	Item	Amount
	MEDICARE_EE	93.65
	MERS457	18.84
	MSAEEFAMILY	10.95
	MSAEESINGLE	4.06
	SITW_MI	244.03
	SOCSEC_EE	400.48
	SUPSUNIONDUES	6.59
	TEAMSTERS	58.20
	Total Deductions:	1,851.99
	-- Expenses --	
	DEFINED_COMP_11	737.18
	MEDICARE_ER	93.65
	MSA ER EXPENSE	246.25
	SOCSEC_ER	400.48
	Total Expenses:	1,477.56
Totals For Fund: 582		
	Gross Payment:	42,928.51
	Net Payment:	28,552.79
	Total Payroll:	51,372.78
	-- Deductions --	
	AFLAC_AFTER	49.14
	AFLAC_PRE	221.46
	CRCL_TST	0.63
	DEFINED_COMP_3	1,219.05
	ELECPHONE	14.87
	FITW	4,302.12
	HEALTHINSCONT	657.79
	IBEW876FLAT	94.00
	IBEW876UNION%	246.96
	MEDICARE_EE	600.65
	MERS457	1,041.87
	MERS457%	1,417.74
	MSAEEFAMILY	258.09
	SITW_MI	1,613.66
	SOCSEC_EE	2,568.27
	SUPSUNIONDUES	37.64
	TEAMSTERS	31.78
	Total Deductions:	14,375.72
	-- Expenses --	
	DEFINED_COMP_10	845.80
	DEFINED_COMP_11	3,539.46
	MEDICARE_ER	600.65
	MSA ER EXPENSE	890.09
	SOCSEC_ER	2,568.27
	Total Expenses:	8,444.27
Totals For Fund: 590		
	Gross Payment:	25,457.94
	Net Payment:	16,836.92
	Total Payroll:	30,731.56
	-- Deductions --	
	AFLAC_AFTER	23.19
	AFLAC_PRE	24.08
	CRCL_TST	1,077.89
	DC LOAN REPAY	2.06
	DC LOAN REPAY2	3.88
	DEFINED_COMP_3	753.24
	FITW	2,414.57
	FOC	3.74
	HEALTHINSCONT	918.56
	IBEW876UNION%	1.27
	MEDICARE_EE	351.08
	MERS 457 ROTH	0.96
	MERS457	164.73
	MERS457%	13.51
	MSAEEFAMILY	157.78
	MSAEESINGLE	1.25

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE  
For Check Dates 07/01/2024 to 07/31/2024

Item 10.

Fund	Item	Amount
	SITW_MI	946.46
	SOCSEC_EE	1,501.16
	SUPSUNIONDUES	36.89
	TEAMSTERS	222.46
	USCM2284	1.51
	WATERSUPHONE	0.75
	Total Deductions:	8,621.02
	-- Expenses --	
	DEFINED_COMP_11	2,761.84
	MEDICARE_ER	351.08
	MSA ER EXPENSE	659.54
	SOCSEC_ER	1,501.16
	Total Expenses:	5,273.62
Totals For Fund: 591		
	Gross Payment:	26,869.03
	Net Payment:	18,616.19
	Total Payroll:	32,020.20
	-- Deductions --	
	AFLAC_AFTER	94.86
	AFLAC_PRE	50.01
	CRCL_TST	56.43
	DC LOAN REPAY	45.89
	DC LOAN REPAY2	86.57
	DEFINED_COMP_3	693.03
	FITW	3,040.69
	FOC	83.44
	HEALTHINSCONT	625.36
	IBEW876UNION%	1.26
	MEDICARE_EE	377.24
	MERS 457 ROTH	29.04
	MERS457	102.53
	MERS457%	13.51
	MSAEEFAMILY	24.42
	MSAEE SINGLE	8.75
	SITW_MI	1,031.06
	SOCSEC_EE	1,613.04
	SUPSUNIONDUES	32.55
	TEAMSTERS	211.33
	USCM2284	22.51
	WATERSUPHONE	9.32
	Total Deductions:	8,252.84
	-- Expenses --	
	DEFINED_COMP_11	2,541.15
	MEDICARE_ER	377.24
	MSA ER EXPENSE	619.74
	SOCSEC_ER	1,613.04
	Total Expenses:	5,151.17
Totals For Fund: 594		
	Gross Payment:	2,798.49
	Net Payment:	2,371.14
	Total Payroll:	3,025.09
	-- Deductions --	
	CRCL_TST	7.08
	DEFINED_COMP_3	2.36
	FITW	98.94
	HEALTHINSCONT	3.14
	MEDICARE_EE	40.53
	MSAEEFAMILY	0.57
	SITW_MI	99.81
	SOCSEC_EE	173.28
	TEAMSTERS	1.64
	Total Deductions:	427.35
	-- Expenses --	
	DEFINED_COMP_11	8.66
	MEDICARE_ER	40.53

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE  
For Check Dates 07/01/2024 to 07/31/2024

Item 10.

Fund	Item	Amount
	MSA ER EXPENSE	2.83
	SOCSEC_ER	173.28
	SUI	1.30
	Total Expenses:	226.60
Totals For Fund: 706		
	Gross Payment:	317.02
	Net Payment:	192.98
	Total Payroll:	386.16
	-- Deductions --	
	AFLAC_AFTER	3.68
	AFLAC_PRE	5.62
	DEFINED_COMP_3	9.52
	FITW	31.03
	HEALTHINSCONT	2.61
	IBEW876UNION%	1.27
	MEDICARE_EE	4.44
	MERS457	16.90
	MERS457%	13.52
	MSAEEFAMILY	2.16
	SITW_MI	12.21
	SOCSEC_EE	19.00
	TEAMSTERS	2.08
	Total Deductions:	124.04
	-- Expenses --	
	DEFINED_COMP_11	34.87
	MEDICARE_ER	4.44
	MSA ER EXPENSE	10.83
	SOCSEC_ER	19.00
	Total Expenses:	69.14



# City of Gladstone, MI

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

## Staff Report

**Agenda Date:** August 12, 2024

**Eric Buckman, City Manager:** \_\_\_\_\_

**Department:** Wastewater

**Department Head Name:** Rodney Schwartz

**Presenters:** Rodney Schwartz

**Kim Berry, City Clerk:** \_\_\_\_\_

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

**AGENDA ITEM TITLE:** Change Order No. 11 for Wastewater Treatment Plant Improvements.

**BACKGROUND:** Change order is needed to make changes to the existing contract documents. See supporting documentation for description of work.

**FISCAL EFFECT:** \$13,102.25 increase in contract price. This will increase the current contract price from \$18,014,056.00 to \$18,027,158.25. Original contract price was \$17,743,000. (\$284,158.25 overall increase, 23.6% of contingency)

**SUPPORTING DOCUMENTATION:** Please see attached Change Order No. 11 from C2AE Engineering.

**RECOMMENDATION:** Make a motion to approve Change Order No. 11 as recommended by C2AE Engineering for a net increase to the contract price of \$13,102.25.





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

# Change Order #11

Item 12.

DATE OF ISSUANCE: **07/31/2024**

EFFECTIVE DATE: **Effective on Funding Agency Approval**

**OWNER: City of Gladstone, MI**  
**CONTRACTOR: Staab Construction Corporation**  
**CONTRACT: SRF Project #5727-01**  
**PROJECT: Gladstone, MI Wastewater Treatment Plant Improvements**  
**OWNER'S CONTRACT NO. 21-0210**  
**ARCHITECT/ENGINEER'S CONTRACT NO. 21-0210**  
**ARCHITECT/ENGINEER C2AE, Escanaba & Lansing, MI**


You are directed to make the following changes in the Contract Documents:  
Description: **See Items below.**

Reason for Change Order: **See Items below.**

Attachments: **Correspondence dated 07/24/2024 from Chris Bever, Staab Construction, RE: Time Extension Request and Schedule; Work Change Directive #14 and Staab signed quote dated 07/01/2024; RFI 059, dated 01/22/2024 and Staab signed quote dated 02/23/2024; Staab's Extra Work Log, dated 07/09/2024.**

CHANGE IN CONTRACT PRICE:
Original Contract Price <b>\$17,743,000.00</b>
Net Increase from previous Change Orders No <b>1 to 10</b> <b>\$271,056.00</b>
Contract Price prior to this Change Order: <b>\$18,014,056.00</b>
Net Increase of this Change Order: <b>\$13,102.25</b>
Contract Price with all approved Change Orders: <b>\$18,027,158.25</b>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <b>April 15, 2024</b> Ready for final payment: <b>June 24, 2024</b>
Net change from previous Change Orders No. <b>1</b> to No. <b>10</b> : Substantial Completion: <b>3 Months</b> Ready for final payment: <b>2 Months</b>
Contract Times prior to this Change Order: Substantial Completion: <b>July 15, 2024</b> Ready for final payment: <b>August 15, 2024</b>
Net increase this Change Order: Substantial Completion: <b>74 Days</b> Ready for final payment: <b>41 Days</b>
Contract Times with all approved Change Orders: Substantial Completion: <b>September 27, 2024</b> Ready for final payment: <b>October 4, 2024</b>

RECOMMENDED:  
By:   
ARCH/ENGR (Authorized Signature)  
Date: 07/31/2024

APPROVED:  
By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)  
Date: \_\_\_\_\_



Date: 7/24/24

Project Name: Gladstone WWTF

File: 4632

Dear Mike,

Staab Construction is submitting formal request for project extension due to previous and current project scope changes. As discuss with Change Order #8, Staab anticipated additional delays however was willing to move forward in good faith with time extension to be revisited as needed. At this time, Change Orders #10 is being processed and is unlikely to see EGLE approval for one to two months. Additionally, a future change order will need to be processed for some owner/engineer T&M requested changes and other changes. With consideration of these items, we are requesting substantial completion be adjusted to September 27<sup>th</sup>, 2024 and final completion be adjusted to October 4<sup>th</sup>, 2024 to allow for seeding have the summer heat has passed. Attached is a project schedule for reference. Please note substantial completion varies by a week to allow for any minor setbacks between now and the anticipated substantial completion date. Time is of the essence to address this matter, please respond by July 24<sup>th</sup>, 2024.

Regards,

Chris Bever

Project Manager

CC: Kevin Fischer, Vice President





# City of Gladstone, MI

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

## Staff Report

**Agenda Date:** August 12, 2024      **Eric Buckman, City Manager:** \_\_\_\_\_

**Department:** Wastewater      **Department Head Name:** Rodney Schwartz

**Presenter:** Rodney Schwartz      **Kim Berry, City Clerk:** \_\_\_\_\_

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

**AGENDA ITEM TITLE:** Wastewater Upgrades Request for Disbursement of Funds Draw #25.

**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 #25 includes Staab Construction payment #26 totaling \$918,386.00.

**FISCAL EFFECT:** \$918,386.00

**SUPPORTING DOCUMENTATION:** Request for Disbursement of Funds Draw #25 packet.

**RECOMMENDATION:** Approve Request for Disbursement of Funds Draw #25 totaling \$918,386.00

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
 FINANCE DIVISION - WATER INFRASTRUCTURE FINANCING SECTION

**DRINKING WATER STATE REVOLVING FUND (DWSRF),  
 CLEAN WATER STATE REVOLVING FUND (CWSRF), AND  
 STRATEGIC WATER QUALITY INITIATIVES FUND (SWQIF)  
 REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52, 53, AND 54, 1994 PA 451.

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project # <b>5727-01</b>	B. Request # <b>25</b>	C. Period Covered by Request 06/24/2024 to 07/25/2024 (M/D/Y) (M/D/Y)	D. Request Type <input checked="" type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN <b>38-6004686</b>	F. Loan Amount <b>\$21,305,000</b>
G. Recipient's Name: City of Gladstone					Phone # 906-428-2311
Address: City Hal, 1100 Delta Avenue, Gladstone, MI 49837					
H. Recipient's Bank Name: Baybank					Phone # 906-428-4040
Address: 104 S. 10th Street, Gladstone, MI 49837					
Account Name: Checking				ABA #	Account #
Special Instructions: NA					
I. Budget Items (round amounts to the nearest dollar)				Approved Amount Incurred this Period	Approved Amount Incurred to Date
1. ASSET MANAGEMENT PROGRAM/FISCAL SUSTAINABILITY COSTS					\$0.00
2. PLANNING COSTS					\$0.00
3. RATE METHODOLOGY DEVELOPMENT COSTS					\$39,896.00
4. DESIGN ENGINEERING COSTS					\$1,309,660.00
5. LEGAL/FINANCIAL SERVICE FEES					\$73,625.00
6. ADMINISTRATIVE COSTS					\$2,488.00
7. BOND COUNSEL FEES					\$65,000.00
8. BOND ADVERTISEMENT COSTS					\$6,533.00
9. BID ADVERTISEMENT COSTS					\$0.00
10. CAPITALIZED INTEREST					\$0.00
11. LAND ACQUISITION/RELOCATION COSTS					\$0.00
12. LAND PURCHASE COSTS					\$0.00
13. CONSTRUCTION ENGINEERING COSTS				\$0.00	\$706,182.00
14. CONSTRUCTION COSTS (bid contracts)				\$918,386.00	\$15,735,449.00
15. CONSTRUCTION COSTS (force account)				.	\$0.00
16. EQUIPMENT COSTS					\$0.00
17. OTHER PROJECT COSTS					\$0.00
18. ADJUSTMENTS DUE TO OTHER FUNDING					\$0.00
19. TOTAL AMOUNT INCURRED THIS PERIOD				\$918,386.00	
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					\$17,938,833.00
21. AMOUNT PREVIOUSLY DISBURSED					\$17,020,447.00
22. AMOUNT REQUESTED FOR DISBURSEMENT					\$918,386.00
<p>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.</p> <p>Authorized Representative Name (Print or Type): _____ Title: _____</p> <p>Authorized Representative Signature: _____ Date: _____</p> <p style="text-align: center;"><b>EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER                  OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE</b></p>					

<b>FOR EGLE USE ONLY:</b>
Approved by EGLE Project Manager: _____ Date: _____

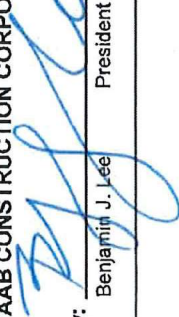
(EQP 3522 REV 3-31-22)

<b>Contractor's Application for Payment No.</b>		<b>26</b>
Remit to: <b>STAAB CONSTRUCTION CORPORATION</b> 1800 LAEMILE AVE MARSHFIELD, WI 54449		
Application Period: 06/24/24 to 7/25/2024	Application Date: 07/25/24	
To (Owner): CITY OF GLADSTONE	From (Contractor): Staab Construction Corporation	Via (Engineer): C2AE
Project: 4632- GLADSTONE, MI WWTF	Contractor's Project No: 4632- ENG PROJ NO. 21-0120	
Owner's Contract No:	Engineer's Project No:	

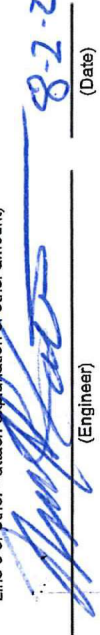
Application for Payment Change Order Summary	
Change Orders approved in Previous months by Owner	-\$175,604.00
Number	Deductions
Additions	0.00
TOTALS	-\$175,604.00
Net Change by Change Orders	\$261,974.00

- 1. ORIGINAL CONTRACT PRICE ..... \$17,743,000.00
- 2. Net Change By Change Orders ..... \$261,974.00
- 3. Current Contract Price (Line 1+2) ..... \$18,004,974.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) ..... \$16,635,697.60
- 5. RETAINAGE:
  - 5.00 % of Total Contract (Project over 50% Complete) ..... \$900,248.70
  - c. Total Retainage (Line5a = 5b) ..... \$15,735,448.90
- 6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) ..... \$14,817,062.90
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .. \$918,386.00
- 8. AMOUNT DUE THIS APPLICATION..... \$2,269,525.10
- 9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$2,269,525.10 (Column H on Progress Estimate + Line 5 above).....

**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 Work covered by prior Applications for Payment;  
(2) Title of 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.

**STAAB CONSTRUCTION CORPORATION**  
By:  Date: 8-2-24  
Benjamin J. Lee  
President

Payment of: \$918,386.00  
Line 8 or other - attach explanation of other amount)

is recommended by:  (Engineer) Date: 8-2-24

Payment of: \$918,386.00  
Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Approved by: \_\_\_\_\_ (Funding or Financing Agency (if applicable)) \_\_\_\_\_ (Date)

# CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 26

Contract : 4632-GLADSTONE, MI WWTF

Application No.: 26

Application Date : 7/25/2024

To: 7/25/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored <small>(Not in D or E)</small>	G Total Completed and Stored To Date <small>(D+E+F)</small>	H Balance To Finish <small>(C-G)</small>	I Retainage
			From Previous Application <small>(D+E)</small>	This Period In Place					
010010-00	PM/Supervision	420,000.00	416,000.00	2,000.00	2,000.00	0.00	418,000.00	2,000.00	
012200-00	Bonds & Insurance	205,000.00	205,000.00	0.00	0.00	0.00	205,000.00	0.00	
013100-00	Misc Job Expenses	420,000.00	416,000.00	2,000.00	2,000.00	0.00	418,000.00	2,000.00	
015000-00	Temporary Facilities	130,000.00	128,000.00	1,000.00	1,000.00	0.00	129,000.00	1,000.00	
016000-00	Yard & Equipment	545,000.00	535,000.00	5,000.00	5,000.00	0.00	540,000.00	5,000.00	
024100-00	Demolition	145,000.00	145,000.00	0.00	0.00	0.00	145,000.00	0.00	
024135-00	Equipment Demo	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	
030000-00	Sitework Concrete	130,000.00	115,000.00	0.00	0.00	0.00	115,000.00	15,000.00	
030000-10	Service Concrete	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.00	
030000-20	Administration Concrete	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	0.00	
030000-30	Primary Settling Tank Concrete	510,000.00	510,000.00	0.00	0.00	0.00	510,000.00	0.00	
030000-40	MBBR Concrete	495,000.00	495,000.00	0.00	0.00	0.00	495,000.00	0.00	
030000-50	Final Settling Tank No 1 & 2 Concr	63,000.00	63,000.00	0.00	0.00	0.00	63,000.00	0.00	
030000-54	Final Settling Tank No 3 Concrete	305,000.00	305,000.00	0.00	0.00	0.00	305,000.00	0.00	
030000-56	Splitter Box Concrete	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.00	
030000-60	Chlorine Contact Concrete	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	
030000-70	Primary Digester Concrete	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	
034000-00	Precast Concrete	46,000.00	46,000.00	0.00	0.00	0.00	46,000.00	0.00	
036200-00	Concrete Repairs	26,000.00	20,000.00	0.00	0.00	0.00	20,000.00	6,000.00	
042000-00	Masonry	393,000.00	373,000.00	10,000.00	10,000.00	0.00	383,000.00	10,000.00	
055000-00	Metal Fabrications	320,000.00	298,000.00	13,000.00	13,000.00	3,000.00	314,000.00	6,000.00	
066000-00	FRP Fabrications	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	
068160-00	FRP Weirs & Baffles	114,000.00	96,000.00	0.00	0.00	8,000.00	104,000.00	10,000.00	
072113-00	Foundation Insulation	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00	
074213-00	Insulated Wall Panels	100,000.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
075300-00	Single Ply Roof	300,000.00	204,000.00	0.00	0.00	30,000.00	234,000.00	66,000.00	
081000-00	Metal & FRP Doors	180,000.00	180,000.00	0.00	0.00	0.00	180,000.00	0.00	
084000-00	Alum Doors & Windows	32,000.00	32,000.00	0.00	0.00	0.00	32,000.00	0.00	
092116-00	Metal Stud & Drywall	38,000.00	38,000.00	0.00	0.00	0.00	38,000.00	0.00	
093000-00	Ceramic Tile	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing

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Invoice #: 26

Contract: 4632-GLADSTONE, MI WWTF

Application No.: 26

Application Date: 7/25/2024

To: 7/25/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
095100-00	Ceiling Tile	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	
096500-00	Resilient Flooring	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	
099100-00	Painting	480,000.00	380,000.00	70,000.00	70,000.00	0.00	450,000.00	30,000.00	
101000-00	Misc Specialties	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	
107313-00	Metal Awnings	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	
123000-00	Casework & Cabinets	95,000.00	95,000.00	0.00	0.00	0.00	95,000.00	0.00	
124000-00	Furnishings ALLOWANCE	40,000.00	18,365.60	0.00	0.00	0.00	18,365.60	21,634.40	
133400-00	Primary Tank Cover	245,000.00	245,000.00	0.00	0.00	0.00	245,000.00	0.00	
220500-00	Plumbing	405,000.00	389,000.00	8,000.00	8,000.00	0.00	397,000.00	8,000.00	
230500-00	HVAC	1,400,000.00	957,000.00	200,000.00	200,000.00	0.00	1,157,000.00	243,000.00	
260500-00	Electrical Construction	2,300,000.00	1,480,000.00	420,000.00	420,000.00	0.00	1,900,000.00	400,000.00	
260500-01	Electrical ALLOWANCE	17,000.00	0.00	0.00	0.00	0.00	0.00	17,000.00	
312000-00	Earthwork	590,000.00	532,000.00	0.00	0.00	0.00	532,000.00	58,000.00	
312343-00	Dewatering	320,000.00	320,000.00	0.00	0.00	0.00	320,000.00	0.00	
314116-00	Permanent Sheeting	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00	
321216-00	Asphalt Paving	64,000.00	0.00	0.00	0.00	0.00	0.00	64,000.00	
323100-00	Fencing	75,000.00	12,000.00	0.00	0.00	0.00	12,000.00	63,000.00	
329219-00	Site Restoration	17,000.00	0.00	0.00	0.00	0.00	0.00	17,000.00	
333000-01	Underground Piping Materials	360,000.00	360,000.00	0.00	0.00	0.00	360,000.00	0.00	
333000-02	Underground Piping Install	570,000.00	570,000.00	0.00	0.00	0.00	570,000.00	0.00	
400519-01	Interior Piping Materials	1,100,000.00	1,060,333.00	0.00	0.00	16,000.00	1,076,333.00	23,667.00	
400519-02	Interior Piping Install	390,000.00	310,000.00	60,000.00	60,000.00	0.00	370,000.00	20,000.00	
400557-00	Stop & Slide Gates	240,000.00	235,000.00	5,000.00	5,000.00	0.00	240,000.00	0.00	
400562-00	Valve Material	650,000.00	650,000.00	0.00	0.00	0.00	650,000.00	0.00	
412214-00	Trolley & Hoist	49,000.00	44,000.00	0.00	0.00	0.00	44,000.00	5,000.00	
431133-00	Rotary Screw Blower	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	
432313-00	Centrifugal Slurry Pumps	78,000.00	73,000.00	0.00	0.00	0.00	73,000.00	5,000.00	
432331-00	Drypit Summersible Pumps	370,000.00	360,000.00	5,000.00	5,000.00	0.00	365,000.00	5,000.00	
432331-01	Vertical Non Clog Sewage Pumps	62,000.00	6,632.00	0.00	0.00	50,368.00	57,000.00	5,000.00	
462133-00	Rotary Drum Screen	145,000.00	10,750.00	10,000.00	10,000.00	119,250.00	140,000.00	5,000.00	

Item 13.



# CONTINUATION SHEET

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Invoice #: 26

Contract : 4632-GLADSTONE, MI WWTF

Application No.: 26

Application Date : 7/25/2024

To: 7/25/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
462324-00	Vortex Grit Removal and Classifier	380,000.00	342,000.00	30,000.00	0.00	372,000.00	8,000.00	97.89%	
464350-00	Chain and Flight Sludge Collector	355,000.00	350,000.00	0.00	0.00	350,000.00	5,000.00	98.59%	
465326-00	MBBR Equipment	610,000.00	600,000.00	0.00	0.00	600,000.00	10,000.00	98.36%	
467318-00	Digester Floating Cover	280,000.00	280,000.00	0.00	0.00	280,000.00	0.00	100.00%	
467330-00	Mechanical Sludge Mixing Equip	80,000.00	79,510.00	0.00	0.00	79,510.00	490.00	99.39%	
467333-00	Digester Gas Handling	130,000.00	0.00	0.00	0.00	98,262.00	31,738.00	75.59%	
467341-00	Spiral Heat Exchanger	80,000.00	74,011.00	0.00	0.00	74,011.00	5,989.00	92.51%	
468000-00	Samplers	48,000.00	0.00	0.00	0.00	0.00	48,000.00	0.00%	
C.O. # 01	Change Order #1	-68,722.00	-68,722.00	0.00	0.00	-68,722.00	0.00	100.00%	
C.O. # 02	Change Order #2	69,561.00	69,561.00	0.00	0.00	69,561.00	0.00	100.00%	
C.O. # 03	Change Order #3	120,708.00	120,708.00	0.00	0.00	120,708.00	0.00	100.00%	
C.O. # 04	Change Order #4	-47,909.00	-47,909.00	0.00	0.00	-47,909.00	0.00	100.00%	
C.O. # 05	Change Order #5	-57,379.00	-57,379.00	0.00	0.00	-57,379.00	0.00	100.00%	
C.O. # 06	Change Order #6	154,269.00	30,125.00	84,386.00	0.00	114,511.00	39,758.00	74.23%	
C.O. # 07	Change Order #7	66,842.00	66,842.00	0.00	0.00	66,842.00	0.00	100.00%	
C.O. # 08	Change Order #8	26,198.00	26,198.00	0.00	0.00	26,198.00	0.00	100.00%	
C.O. # 09	Change Order #9	-1,594.00	-1,594.00	0.00	0.00	-1,594.00	0.00	100.00%	
<b>Grand Totals</b>		<b>18,004,974.00</b>	<b>15,385,431.60</b>	<b>925,386.00</b>	<b>324,880.00</b>	<b>16,635,697.60</b>	<b>1,369,276.40</b>	<b>92.40%</b>	<b>900,248.70</b>

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** August 12, 2024

**Eric Buckman, City  
Manager:**

**Department:** DPW

**Department Head Name:**

Barry Lund

**Presenter:** Barry Lund

**Kim Berry, City Clerk:**

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

**AGENDA ITEM TITLE:**

Purchase Portable Air Compressor

**BACKGROUND:**

Public works needs to replace its portable air compressor. We currently own a 1977 Sullair compressor with unknown hours. It seems the last two years we have spent more time fixing the compressor than using it. It finally quit earlier this year and it can no longer be fixed. Midway Rentals in Marquette has a late model used compressor for sale. The compressor is a 2018 Doosan model P185 with 740 hours running time. They are asking \$18,600 for this piece of equipment. There is \$20,000 budgeted in the ARPA fund for an air compressor. Looking for approval to spend \$18,600 of ARPA funds to purchase a compressor from Midway Rentals.

**FISCAL EFFECT:**

\$ 18,600 from ARPA funds

**SUPPORTING DOCUMENTATION:**

**RECOMMENDATION:**

Approve



P. O. Box 368  
 Marquette, MI 49855  
 mrmqt.com  
 906-228-4200 Phone  
 906-228-9379 Fax

**Status: Quote**  
 Quote #: q574596-1

Item 14.

Quote To: Mon 8/12/2024 9:00AM

Operator: WAYSTEDT, ARON  
 Terms: 30 Days

Customer #: 3813

Gladstone, City Of

Phone 906-428-9577

1100 Delta Ave

Job Descr: Used Compressor Purchase

GLADSTONE, MI 49837

Ordered By: Barry Lund 906 241-7519

Qty	Key	Items Sold	Disc Amt	Status	Each	Price
1	0330#D903	AIR COMPRESSOR,185CFM,TOWA BLE DIESEL Model Year:2019 Serial #491150UAADG89 Model #P185WDO-T4F	\$0.00	Sold Asset	\$18,600.00	\$18,600.00

Rental Purchase Option  
 Used machine Sold as is  
 Will apply up to 1 month rental towards purchase

**Quote valid for 30 days.**

Sales:	\$18,600.00
Subtotal:	\$18,600.00
Total:	\$18,600.00
Paid:	\$0.00
Amount Due:	\$18,600.00

Signature: \_\_\_\_\_  
 Gladstone, City Of

SCHEDULE A

SALE TERMS

- 1. All purchases will be paid for in cash, local check, bank money order, or by Visa, MasterCard, or Discover credit card. No other forms of payment will be accepted.
- 2. Payment will be made in full within 30 days after invoice. Any account balance unpaid after 30 days following invoice is past due and will accrue interest at the highest rate permitted by law, or at the rate of 18% per annum, lit2S)S per month, whichever is less.
- 3. In the event an account is turned over to a collection agency or to an attorney for collection, buyer agrees to pay all costs and expenses of collection, including collection fees and actual attorney fees and court costs.
- 4. Non-defective goods may, at the sole discretion of seller, be returned for credit only, within 30 days after the date of sale. Seller reserves the right to impose a restocking charge if return is allowed.
- 5. Seller makes no express warranty for any goods sold. The only warranties extended are those provided by the manufacturer of the goods.

BUYER PURCHASES ALL GOODS "AS IS": THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

In the event of any breach of warranty, buyer's sole and exclusive remedy shall be a refund of the purchase price upon return of the goods, or the repair and replacement of nonconforming goods or parts, at the option of seller.

Seller is not liable for any consequential damages.

RENTAL TERMS AND CONDITIONS

MIDWAY RENTALS, INC., a Michigan Corporation hereinafter called "Lessor." hereby rents and leases to the strictly prohibited.

k. The operation of any leased vehicular equipment by any driver under 21 years of age is strictly prohibited.

"Lessee" and Lessee hereby rents and leases from the Lessor, the personal property, equipment, and articles identified on the reverse side hereof, hereinafter collectively referred to as "equipment" subject to the following eighteen percent (18%)

I. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of

terms and conditions. per annum, whichever is less, upon all delinquent accounts, and further agrees to pay upon demand. all

reasonable collection costs and actual attorney fees incurred in collection of any delinquent

account. An account Any person signing this Agreement represents and warrants that he/she is of legal age and has the authority to

is delinquent when it is more than 30 days past due.

sign this Agreement on their own behalf or on behalf of the company or entity.

m. The rental period starts when equipment leaves the Lessors facility and stops when it is

returned to such a. Lessee agrees to pay the rental rates shown on the reverse side. The daily rate is for a 24-hour period.

facility.

b. Lessee agrees that he has been afforded an opportunity to carefully inspect and test the equipment being rented prior to leaving the Lessor's premises. Upon Lessee's removing the equipment from the premises of the Lessor, or upon Lessee's accepting delivery of the equipment from the Lessor, it shall be conclusively presumed that Lessee has in fact examined the equipment and has found it to be in good working order and accepts said equipment in its "AS IS" condition.

c. INSPECTION OF TRAILER HITCH: Lessee agrees to inspect any trailer coupling mechanism and safety chain before leaving the Lessor's premises. The Lessee also agrees to inspect the equipment periodically (half way to destination or every 100 miles, whichever is less) and to maintain the coupling and chain in a safe and secure manner. The Lessor is not liable for damage to the Lessee's bumper or vehicle caused by tinkering. Lessor is not liable for damage to materials, equipment, persons, and/or property incurred during transit by Lessee.

d. Upon expiration of the lease or termination of this agreement the Lessee shall immediately return the rented equipment, and all attachments and parts belonging thereto, to the place of business of Lessor in the same condition as received, ordinary wear and tear excepted. Lessee further agrees to pay for all damage resulting to said equipment while same is in Lessee's possession or under Lessee's control, actual or constructive. If equipment is lost, stolen or destroyed while in Lessee's possession or control, Lessee will pay to Lessor the full current replacement cost thereof.

e. INDEMNIFICATION: Lessee agrees to indemnify, defend and hold Midway Rentals and any of its officers, directors, shareholders, agents, employees, representatives and affiliated entities harmless from and against any and all liability, claims, loss, damage or costs including, but not limited to, attorney fees, loss of profits, business interruption or other special or consequential damages relating to, or flowing from property damage, bodily injury or damages related to wrongful death, arising out of the operation, use, possession or rental of the equipment, This provision also includes any claims against Midway Rentals based upon strict liability or product liability,

f. It is understood and agreed that said equipment is leased to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that said equipment will not be removed from the designated address for use at any other address without the express written consent of the Lessor, Lessee shall not transfer possession of the equipment to any other person, firm, corporation, or entity.

g. In the event the Lessee desires to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessor of said desire and obtain Lessor's written approval and terms for said extension, which may be done by Lessor issuing an Order Confirmation. Lessee agrees that if any of said equipment is lost, stolen, or destroyed. Lessee will immediately notify Lessor of same and will furnish Lessor with proper affidavits, satisfactory to Lessor, covering the facts of such loss, theft, or destruction.

h. NOTICE: Failure to return said equipment can, in certain circumstances, be considered a theft, resulting in criminal prosecution. Failure to return such equipment on demand may constitute an act of theft and may be prosecuted whether or not said equipment is subsequently recovered. Failure, refusal, or neglect to return the equipment within 48 hours after the agreed rental period has expired, or the presenting of false, fictitious, or misleading identification to the Lessor at the time of rental, shall be prima fade evidence of an intention to commit larceny.

i. In the event of any breach of this lease by Lessee, or failure of Lessee to pay any rental or any other charges when due, or insolvency or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part, Lessor or its agent shall be permitted, and they are hereby authorized, to go to Lessee's or any other person's property and retake the leased equipment without giving Lessee notice and without legal process. Lessee does hereby grant unto Lessor or Lessor's agents permission to come onto any property wherein said equipment is located for the purpose of retaking it except that the Lessor shall not commit any breach of the peace in repossession of the equipment. In addition to the provisions of (d) above, Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such lost, stolen or destroyed equipment, from the date of occurrence of said loss, theft or destruction until Lessor is notified of such loss, theft, or destruction. Lessee further agrees to pay any and all costs and expenses incurred by Lessor in the retaking of said equipment, including actual attorney fees and court costs.

j, The exact manner in which the equipment will be used and the qualifications or lack thereof of Lessee are beyond the control of the Lessor. Lessor therefore expressly disclaims and has no responsibility for Lessee's compliance or failure to comply with O.S.H.A. and/or any other governmental safety or health regulations or standards or industry standards,

n. Equipment which has an hour meter may be operated up to 8 hours, at the daily rate, during a 24 hour period. Usage of more than 8 hours per 24 hour period will accrue additional hourly charges.

o. It is understood and agreed that Lessee will immediately discontinue the use of any equipment should said equipment, at any time, while in the Lessee's possession or under Lessee's control, become unsafe or in a state of disrepair, and Lessee will immediately notify Lessor of said facts. Lessor agrees that Lessor may, at its discretion, with reasonable dispatch after receiving said notice, replace said equipment with other equipment in good working condition,

p, Lessor's failure, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessors right thereafter to require compliance with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, oral or written, express or implied, have been made by Lessor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express written consent of the Lessee and Lessor or their representatives. In the event of any litigation arising out of the rental of equipment by Lessor to Lessee, the parties agree that the proper venue for all legal actions shall be in Marquette County, Michigan. Lessee waives its rights to a trial by jury.

q. If any clause, provision, or paragraph of this agreement is found to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement. This agreement shall be governed by the laws of the State of Michigan.

r. **DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO THE LESSOR FOR LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT, LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND WHATSOEVER, INCLUDING ANY SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE RENTAL OF SAID EQUIPMENT, THE OPERATION OR USE OF SAID EQUIPMENT OR ANY DEFECT IN OR FAILURE OF SAID EQUIPMENT. LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR AGAINST ANY AND ALL COSTS, EXPENSES. CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS. DEFENSE EXPENSES AND COURT COSTS. FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES, DEATH, OR PROPERTY DAMAGE SUSTAINED BY ANYONE, ARISING OUT OF THE USE OR MISUSE OF THE EQUIPMENT HEREIN LEASED, ARISING OUT OF ANY DEFECT IN THE DESIGN OR MANUFACTURE OF SAID EQUIPMENT, OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN, OR FROM ANY OTHER CAUSE OR CONTRIBUTING CAUSE.**

s. If Lessee has insurance covering any loss or damage to the equipment, Lessee shall exercise all rights available to him under said insurance, take all action necessary to process said claim, and Lessee further assigns said claim and any and all proceeds from such insurance to Lessor. Upon request of Lessor, Lessee shall furnish the name of his insurance agent, insurance company and complete information concerning insurance coverage carried, If a police report is made for any loss, damage, theft or disappearance of any rented equipment, or any personal injury or property damage arising out of the use of the rented equipment, Lessee will promptly furnish a copy of the police report no Lessor. Lost revenue charges may apply.

t. At the sole discretion of Lessor, the Lessee may be required to obtain property and/or liability insurance against risk of loss or damage to the equipment and for bodily injury or personal or advertising injury arising out of the maintenance, operation, use and possession of the equipment. Midway Rentals shall be placed as an additional insured for liability insurance and as an additional loss payee for property insurance. Any insurance required by this Agreement shall include a waiver of rights of recovery against Midway Rentals or its insurers by the Lessee and its insurers, as well as a waiver of subrogation against Midway Rentals and its insurers.

u. Lessee will not allow the equipment to be used or operated by anyone other than Lessee or the adult (over 21 years of age) agents and employees of Lessee.

v. Rates are subject to change without notice.

**DAMAGE WAIVER PLAN**

If Lessee purchases the Midway Rentals, Inc. Damage Waiver Plan, Lessor waives any claim against the Lessee for direct physical loss of or damage to the rented equipment from any external cause, except as follows:

1. Lessee will be responsible for the first \$1,000.00 or 10% of the repair or replacement cost, whichever is greater. If said equipment has a replacement cost of less than \$1,000.00, then Lessee shall pay 50% of replacement cost.
2. Lessee will be responsible for all loss or damage as a result of theft, vandalism, or malicious mischief.
3. Lessee will be responsible for loss or theft of accessory items — such as power cords, wrenches, hoses, bits, etc.
4. Lessee will be responsible for loss or damage resulting from overloading rated capacity, misuse, abuse, or improper servicing of equipment including inadequate or improper lubrication, excessive wear and tear, or failure to prevent from freezing.
5. Lessee will be responsible for damage to tires and tubes caused by blowouts, bruises, cuts, or other causes inherent in the use of the equipment.
6. Lessee will be responsible for loss due to disappearance or wrongful conversion by a person entrusted with equipment.
7. Lessee will be responsible for loss or damage caused by negligence of the Lessee, his employees, or persons to whom the equipment is entrusted.
8. Lessee will be responsible for loss or damage to the equipment as the result of violation of any of the terms of the rental contract or use not permitted by law.

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GLADSTONE



# City of Gladstone, MI

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

## Staff Report

Agenda Date: 08-12-2024 Eric Buckman, City Manager: EB

Department: City Commission Department Head Name: \_\_\_\_\_

Presenter: Mayor Thompson Kim Berry, City Clerk: \_\_\_\_\_

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

**AGENDA ITEM TITLE:**  
MML Annual Meeting Voting Delegate & Alternate

**BACKGROUND:**  
The Annual Meeting scheduled for September 11, 2024 at 4:30 PM at the annual MML conference being held on Mackinac Island, September 11-13, 2024; of those attending a voting delegate and alternate must be assigned.

Please decided if anyone is attending. If no one attends, no action needs to be taken to appoint voting delagates.

**FISCAL EFFECT:**  
Commissioner Education & Training and Transportation & Lodging Budget within the General Fund

**SUPPORTING DOCUMENTATION:**  
MML Annual Meeting Notice

**RECOMMENDATION:**  
At this time we do not have anyone attending. If no one attends, no action needs to be taken to appoint voting delagates.

If someone can go, they could be appointed as Gladstone’s voting delegate for the MML Annual Conference. (Motion required to appoint).

July 5, 2024

## **Michigan Municipal League Annual Meeting Notice**

**(Please present at the next Council, Commission or Board Meeting)**

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

1. **Election of Trustees.** To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. **Policy.** A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

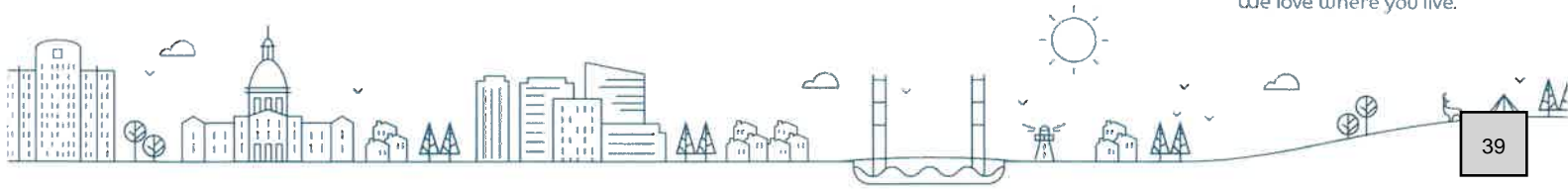
**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**

3. **Other Business.** To transact such other business as may properly come before the meeting.

### **Designation of Voting Delegates**

Pursuant to the provisions of the League Bylaws, **you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate.** Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.





3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Robert E. Clark  
President  
Mayor, City of Monroe



Daniel P. Gilmartin  
Executive Director & CEO



GLADSTONE



# City of Gladstone, MI

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

## Staff Report

**Agenda Date: 08-12-2024**                      **Eric Buckman, City Manager:** \_\_\_\_\_ *EUB*  
**Department: City Commission**            **Department Head Name:** \_\_\_\_\_  
**Presenter: Eric Buckman**                    **Kim Berry, City Clerk:** \_\_\_\_\_

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

**AGENDA ITEM TITLE:** POLC Command Officers MERS Administrative Services Agreement

**BACKGROUND:**

MERS has contacted us regarding the language in the contracts that describe Defined Benefit calculation and contribution. The change is adding the word gross to define wages deducted from salary. Even though we don't have any union members in Defined Benefit the language must meet their legal department's specifications. This paragraph will be removed from future contracts.

Contracts were approved by Commission on 07-08-2024, this is now the Administrative Services Agreement with MERS for the above described change.

**FISCAL EFFECT:**

NA

**SUPPORTING DOCUMENTATION:**

MERS Administrative Services Agreement

**RECOMMENDATION:**

Approve MERS Administrative Services Agreement for the POLC Command Officers Division and authorize City Manager Eric Buckman and Mayor Joe Thompson to sign.



# Administrative Services Agreement

This Agreement, made as June 1, 2015 ("Effective Date"), between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Gladstone (Municipality), together with the Adoption Agreement, provides the mutually agreed upon terms for MERS' administration of benefits for members of Division 20 (Public Safety Command Officers). Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

**Member Contributions MERS Plan Document Sections 39-42**

The Municipality adopted a mandatory employee contribution rate of 1.0% as of the Effective Date.

The Municipality has requested, and MERS has agreed to administer, a non-standard calculation of mandatory employee contributions, such that the mandatory employee contributions will be based on a member's gross wage; while the reported wages for the purposes of determining their Final Average Compensation will be based on the Definition of Compensation as adopted by the Municipality in its Adoption Agreement. MERS agrees to remove the discrepancy flag in its reporting system as a result of this non-standard calculation. The Municipality is responsible for providing MERS with written notification of any changes to the mandatory employee contribution rate or the method by which the contribution is calculated. Members may not vary the rate or discontinue these mandatory employee contributions.

*By signing below, the parties agree that the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in the Adoption Agreement or this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or applicable law.*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GLADSTONE



# City of Gladstone, MI

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

## Staff Report

Agenda Date: 08-12-2024

Eric Buckman, City Manager: EB

Department: City Commission

Department Head Name: \_\_\_\_\_

Presenter: Eric Buckman

Kim Berry, City Clerk: \_\_\_\_\_

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

**AGENDA ITEM TITLE:** Public Safety Officers MERS Administrative Services Agreement

**BACKGROUND:**

MERS has contacted us regarding the language in the contracts that describe Defined Benefit calculation and contribution. The change is adding the word gross to define wages deducted from salary. Even though we don't have any union members in Defined Benefit the language must meet their legal department's specifications. This paragraph will be removed from future contracts.

Contracts were approved by Commission on 07-08-2024, this is now the Administrative Services Agreement with MERS for the above-described change.

**FISCAL EFFECT:**

NA

**SUPPORTING DOCUMENTATION:**

MERS Administrative Services Agreement

**RECOMMENDATION:**

Approve MERS Administrative Services Agreement for the PSO Division and authorize City Manager Eric Buckman and Mayor Joe Thompson to sign.



## Administrative Services Agreement

This Agreement, made as July 1, 2011 ("Effective Date"), between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Gladstone (Municipality), together with the Adoption Agreement, provides the mutually agreed upon terms for MERS' administration of benefits for members of Division 02 (Police/Fire). Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

**Member Contributions** *MERS Plan Document Sections 39-42*

The Municipality adopted a mandatory employee contribution rate of 1.0% as of the Effective date. Effective April 1, 2013, the Municipality increased the mandatory employee contribution rate to 2.0%; and as of April 1, 2015, the Municipality increased the mandatory employee contribution rate to 3.0%.

The Municipality has requested, and MERS has agreed to administer, a non-standard calculation of mandatory employee contributions, such that the mandatory employee contributions will be based on a member's gross wage; while the reported wages for the purposes of determining their Final Average Compensation will be based on the Definition of Compensation as adopted by the Municipality in its Adoption Agreement. MERS agrees to remove the discrepancy flag in its reporting system as a result of this non-standard calculation. The Municipality is responsible for providing MERS with written notification of any changes to the mandatory employee contribution rate or the method by which the contribution is calculated. Members may not vary the rate or discontinue these mandatory employee contributions.

*By signing below, the parties agree that the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in the Adoption Agreement or this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or applicable law.*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_