

EMPLOYMENT AGREEMENT OF INTERIM CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("Agreement") is effective as of January 1, 2025, between the CITY OF GLADSTONE, a Michigan municipal corporation, the business address of which is 1100 Delta Avenue, Gladstone, Michigan 49837 ("City"); and Robert Spreitzer.

AGREEMENT

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

ARTICLE I EMPLOYMENT/DUTIES/CONDITIONS

1.1 The City agrees to employ Robert Spreitzer in the position of Interim City Manager, and he agrees to perform the functions and duties of Interim City Manager according to the job description as defined in the Charter/Code of Ordinances of the City of Gladstone, and whenever legally permissible, perform proper functions and duties as the City Commission directs.

1.2 The Interim City Manager serves at the pleasure of the City Commission for a term of six (6) months or until such time as a City Manager is hired.

1.3 During the Interim City Manager's tenure, he shall devote his entire professional time, attention, and energy to the affairs of the City, and shall not engage in any activity, which will interfere, or conflict with the good faith discharge of his duties to the City.

1.4 The Interim City Manager shall, in the performance of his duties, comply with all applicable laws, rules, regulations, orders, directives, and resolutions of agencies or entities of competent jurisdiction.

ARTICLE 11 COMPENSATION

2.1 The Interim City Manager will receive a bi-annual salary of \$46,409.00 beginning January 1, 2025 and paid in biweekly installments.

ARTICLE III FRINGES

3.1 The fringe benefits available to the Interim City Manager are set forth in Exhibit "A" attached to this Agreement. These benefits shall remain the same through the entire length of this contract.

ARTICLE IV
INDEMNITY/LIABILITY INSURANCE

5.1 The City shall hold the Interim City Manager harmless, indemnify him for, and defend him against any threatened, pending, or completed claim, demand, suit, settlement, judgment, or award, whether civil, criminal, or administrative, and including any investigative proceedings or actions which result from the Interim City Manager performance of his duties under this Agreement. However, the City shall have no obligation if the Interim City Manager is ultimately found not to have acted in good faith, or have knowingly violated applicable laws, rules, regulations, guidelines, orders, directives or policies. With respect to any criminal proceedings, the City shall have no obligation under this provision unless the Interim City Manager had no reasonable cause to believe that his conduct was unlawful.

5.2 The City shall obtain and maintain liability insurance, which provides coverage for the Interim City Manager for his good faith acts in the performance of his duties under this Agreement.

5.3 The limits of the City's obligations under 5.2 above are to provide coverage or indemnification for liability up to \$1 million (\$1,000,000.00). While the City may provide additional coverage or indemnification, it is not obligated to do so.

ARTICLE V
PERFORMANCE REVIEWS AND EVALUATIONS

6.1 Following six months of employment, the City Commission may conduct an evaluation of the Interim City manager's performance and the performance of his duties under this Agreement. If requested by the Interim City Manager, a written summary of such review shall be provided by the City Commission.

ARTICLE VI
TERM OF AGREEMENT

7.1 The term of this Agreement shall commence on December 31, 2025 and continue until such time as a City Manager is hired.

ARTICLE VII
SUSPENSION, TERMINATION, AND SEVERANCE

8.1 Suspension. The City Commission may suspend the Interim City Manager, with pay and continued fringe benefits, after any proceeding has been instituted under the City's Personnel Manual to remove the Interim City Manager from office.

8.2 Termination. This Agreement may be terminated as follows:

Written Resignation. The Interim City Manager may give written notice of intent to resign, which notice shall be given not less than fourteen (14) days prior to its effective date.

(a) Termination for Cause. By action of the City Commission after a finding that the Interim City Manager has willfully and materially failed to perform his duties. under this Agreement continuing after receipt of notice from the City Commission, or for the reason of the Interim City Manager's misfeasance, malfeasance, or nonfeasance in office, the City Commission may terminate the employment of the Interim City Manager for just cause attributable to the Interim City Manager and, under such circumstances, the City shall pay to the City Manager the amounts due him for wages, flex time, vacation and sick leave, but no other severance amounts. Just cause shall be defined as stealing, abuse of controlled substance (narcotics) as defined by state and federal regulatory agencies. Excessive absenteeism or tardiness, walking off duty without permission of City Commission, fighting or gambling while on duty, falsifying city records, falsifying leave requests, conviction of felony, and sexual harassment.

(b) Termination for Other Than Just Cause Attributable to the Interim City Manager. The employment of the Interim City Manager may be terminated by the City for reasons other than just cause attributable to the Interim City Manager. Termination will be upon the affirmative vote of four members of the City Commission. Under such circumstances, the City shall pay the Interim City Manager the amounts due to him for wages, vacation, sick leave.

ARTICLE IX MISCELLANEOUS

9.1 Assignment. Neither party may assign its rights, duties or interest in this Agreement without the prior written agreement and consent of the other parties.

9.2 Jurisdiction and Venue. The parties agree that the exclusive jurisdiction and venue of any action brought or pursuant to or to enforce the terms of this Employment Agreement shall be solely in the state courts in Delta County, Michigan.

9.3 Prevailing Party. In any action brought pursuant to or to enforce any provisions of this Agreement, the prevailing party shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorney's fees incurred in order to bring, maintain, or defend such action from the first demand through any and all appellate proceedings.

9.4 Savings Clause. In the event any provision of this Agreement is found to be illegal or unenforceable, the parties stipulate and agree in advance that the remaining terms and provisions of this Agreement shall be binding and effective notwithstanding such partial illegality or unenforceability.

9.5 Merger Clause. The parties mutually stipulate and agree that all prior and contemporaneous discussions, negotiations, and agreements, whether written or oral, are merged into this Agreement and that this written Agreement represents the only agreements reached between the parties. No other representations, discussions, or agreements shall be effective to supplement or contradict this Agreement, unless such agreements are in writing and signed by the Mayor and the City Clerk.

CITY OF GLADSTONE

By: _____
Robert Spreitzer, Interim City Manager

By: _____
Joe Thompson, Mayor

By: _____
Kimberly Berry, City Clerk

Dated: _____

Exhibit "A"
Salary & Benefits Schedule
Interim City Manager

1. The Interim City Manager will receive a bi-annual salary of \$46,409.00 beginning January 1, 2025 and paid in biweekly installments.
2. Health Insurance Coverage: Michigan Conference of Teamsters Health & Welfare Fund Plan 1023 and 122. For each plan year during the term of this Agreement, the Employer's contribution toward the cost of MCTWF's Base Medical Benefits and Prescription Drug Benefits (Plan 1023) will not exceed the annually adjusted hard cap amount set forth in PA 152

Employees who opt out of the medical plan will be compensated at \$200.00 biweekly; proof of other insurance is required.

3. Life Insurance: Deerborn Life Insurance Policy #M03333-001
 Basic Life Benefit: 1 times base annual salary, rounded to the next higher \$1,000 up to maximum of \$100,000.
 Basic Dependent Life Benefit: Spouse \$4,000; each unmarried dependent child: under six months of age \$100, Six months to age 21* \$2,000; *23 if a full-time student.
4. Vacation Schedule: Maximum 300 hours

Supervisor Vacation Schedule		
Anniversary Date	Vacation Accrual	
	Per Pay-period	Annual
Upon Hire	N/A	Negotiated lump sum upon hire
Upon hire to 1 st Anniversary Date	3.5 Hours	91 Hours
1 st to 7 th Anniversary Date	5.5 Hours	143 Hours
7 th to 13 th Anniversary Date	7.0 Hours	182 Hours
13 th to 19 th Anniversary Date	8.5 Hours	221Hours
19 th Anniversary Date and thereafter	10	260Hours

5. Holidays: Paid holidays will be the same as all City employees as noted in Section 11.1 of the City of Gladstone Personnel Policies and Procedures Manual.
6. Flex Time: All time over 80 hours in a pay period shall be accumulated as paid time off to be accumulated and used at the City Commission's discretion.
7. Cell Phone Allowance: The City shall pay the Interim City Manager \$50.00/month cell phone allowance or be allowed to be enrolled in the city cell phone plan per the current policy.
8. Retirement: MERS Defined Contribution Employer 8% of wages with option of a Employer matching 3% when the Employee contributes 3%. Maximum 11% Employer and 3% Employee.

9. Sick Leave: Sick leave is accrued at the rate of twelve (12) days per year; one (1) day per month on the first pay period of the month. A maximum accumulation is 960 hours. Forty (40) hours of 960 hours maximum balance may be compensated for as vacation time or pay once per fiscal year.
10. Longevity: Longevity payment for continuous service shall be paid on the payday closest to December 1st based on length of service as of the previous November 1st. Annual payments are as follows:

Length of Service

1 to 5 years continuous service	\$500.00
6 to 10 years continuous service	\$750.00
11 to 15 years continuous service	\$1,000.00
16 to 20 years continuous service	\$1,250.00
21 to 24 years continuous service	\$1,500.00
25 years and above	\$2,000.00

Signed: _____

Date: _____

Robert Spreitzer, Interim City Manager

Signed: _____

Date: _____

Joe Thompson, Mayor

Signed: _____

Date: _____

Kimberly Berry, City Clerk