



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL MEETING

City Hall Chambers – 1100 Delta Avenue
September 24, 2026
8:15 AM

AGENDA

CALL TO ORDER

1. Roll Call

PUBLIC COMMENT

APPROVAL OF MINUTES

2. DDA Regular Meeting Minutes of September 15, 2026

FINANCIALS

CONFLICTS OF INTEREST

ADDITIONS TO THE AGENDA

UNFINISHED BUSINESS

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

NEW BUSINESS

4. Snow Removal Contract with 3 Brothers Lawn & Snow

CITY COMMENTS & REPORTS

BOARD COMMENTS & REPORTS

ADJOURNMENT

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

Posted: 09-23-2026 | Patricia West, DDA Director | pwest@gladstonemi.gov

RULES FOR PUBLIC COMMENT/ PUBLIC HEARINGS

(Excerpt from DDA By-Laws & Rules of Procedure)

G. Public Comment

1. During this portion of the agenda, a member of the audience may address the DDA, including items that were not scheduled on that agenda.

2. A member of the audience speaking during this portion of the agenda shall limit his/her remarks to three minutes unless such time limit is extended by the Chairperson.



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY

Item 2.

Electric Department Conference Room - 10 N 11th St

September 15, 2026

8:15 AM

MINUTES

CALL TO ORDER

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

1. Roll Call

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

Staff Present: Patricia West

2. Election of Vicechair/Secretary Person

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

Roll Call Vote:

Becker – Yea

Taylor – Yea

Lippens – Yea

Closs – Yea

Neumeier – Yea

Grzybowski – Yea

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

PUBLIC COMMENT

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

APPROVAL OF MINUTES

3. DDA Regular Meeting Minutes of August 18, 2026

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

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

MOTION CARRIED.

FINANCIALS

4. August Revenue & Expenditure Report

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

CONFLICTS OF INTEREST

None.

ADDITIONS TO THE AGENDA

None.

Item 2.

UNFINISHED BUSINESS

None.

NEW BUSINESS

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

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

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

MOTION CARRIED.

CITY COMMENTS & REPORTS

6. **2026 Local Economies Opportunity Report**

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

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

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

7. **DDA Vacancies Reviewed in October**

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

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

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

9. **Facade Grant Program Updates**

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

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

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

11. **Planning Commission Vacancy**

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

12. **Rocking For Bay Event**

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

BOARD COMMENTS & REPORTS

None.

ADJOURNMENT

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

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

MEETING ADJOURNED.



September 17, 2026

Ms. Patricia West
Community Development Director
City of Gladstone
1100 Delta Ave
Gladstone, MI 49837

Re: Proposed Community Gathering Space called "The Depot"
Gladstone, Michigan

DDGi Project No.: 26-4697

Dear Ms. West:

Thank you for the opportunity to submit this proposal for Professional Design and Engineering Services. Our proposal is to prepare drawings and specifications required for plan approval from local agencies and for competitive bidding and construction for Phase 1 of the project.

OBJECTIVE

Design of the development of a 56ft x 140ft lot at the corner of Delta Ave and South 7th Street, for use as a Community Gather Space called "The Depot". The Design will utilize the completed Preliminary Design work, including the toilet room options, prepared by DDGi (attached).

PROPOSAL CONSIDERATIONS

Our proposal is based on our Preliminary Design and on the following assumptions:

1. The pavilion and playground will be located on the property, within the required setbacks.
2. The project will consist of 2 phases. Phase 1 will be the development of the site and pavilion. Phase 2 will be the development of the playground with playground equipment designed by others. This proposal is for Phase 1 design only.
3. Pavilion will be constructed with common framing materials, dimensional lumber, press plate trusses, etc. with finish materials attached. Exposed laminate wood framing will not be used.
4. The pavilion bathroom is not intended to be heated and will be for seasonal use only.
5. Final Design will be completed in Fall/Winter of 2026, with desire for construction to start in the Spring of 2027. We propose the following schedule:

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Dynamic Design Group, Inc. 900 1st Avenue South Suite A P.O. Box 1064 Escanaba, Michigan 49829 Ph. 906.786.3300 www.ddgi-ddm.com

- a. Friday, November 13, 2026 – Bidding/Construction Documents available to Contractors.
- b. Monday, December 7, 2026 – Bids Due
- c. Tuesday, December 15, 2026 – DDA Meeting – Presentation of the Bid Tabulation
- d. Tuesday, December 22, 2026 – Contracts completed and signed.
- e. Tuesday, December 29, 2026 – Deposits paid to selected Contractors, if required.

SCOPE OF SERVICES:

This proposal is divided into (3) levels of service including; **A) Final Design Phase; B) Bidding Administration; C) Contract/Construction Administration**

A) Final Design Phase

- 1) Continued development of the approved preliminary design.
- 2) Architectural/Engineering analysis and design and code review.
- 3) Preparation of one (1) set of construction drawings which will include:
 - a. Specifications or Specifications on the plans.
 - b. Civil Plans
 - (i) Overall Existing Site Plan to define the work area.
 - (ii) Enlarged Existing Site/Demolition Plan, including utilities and existing grades.
 - (iii) Proposed Site Plan, including grades and utilities.
 - (iv) Civil Details.
 - c. Pavilion Floor Plan.
 - (i) Enlarged toilet room layout and barrier free details as required.
 - d. Exterior Pavilion Elevations.
 - e. Sections.
 - (i) Building Sections (as required).
 - (ii) Wall and Partial Sections (as required).
 - f. Miscellaneous Details.
 - g. Structural Plans.
 - (i) Foundation plan and details.
 - (ii) Slab plan and details.
 - (iii) Roof framing plans and details.
 - (iv) Structural Plan with headers, beams, columns, and details.
 - h. Electrical Plans.
 - i. Plumbing Plans.

B) Bidding Administration

- 1) Compile written bidding documents to define sub-contractors responsibilities for competitive bidding.
- 2) Act as the Contractors main point of contact during the Bid Administration phase.
- 3) Generate an invitation to bid and place in local media and local Builder's Exchange.
- 4) Printing and distribution of drawings to Contractors. Bidder's sets will be purchased by the contractors, as defined in the specifications.
- 5) Perform one pre-bid site walk thru with contractors.



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- 6) Field pre-bid contractor questions.
- 7) Compile addendums, if necessary, and distribute to contractors.
- 8) Receive and evaluate bids.
- 9) Qualify bidders.
- 10) Provide a written recommendation for contractor selection to the Owner.

C) Contract/Construction Administration (as required/desired)

- 1) Preparation of final construction documents to reflect any changes to the project desired by the Owner, such as post-bid cost reduction options.
- 2) Generate Owner/Contractor agreement and distribute to the Owner and Contractor for review and signature.
- 3) Preparation of one (1) set of sealed construction documents for the Contractor and one (1) set of sealed construction documents for the Owner.
- 4) Printing and distribution of additional final construction documents as requested by the Contractor. Sets will be purchased by the Contractor.
- 5) Act as the Contractors main point of contact during the construction phase.
- 6) Assist the Owner with managing the construction of the project.
- 7) Receive and review Contractor shop drawings to verify that components/materials submitted meet the quality specified in the Contract Documents.
- 8) Receive and review results of material testing (soil, concrete, steel, etc.) to ensure the materials meet the requirements of the specifications.
- 9) Receive and review Contractor Requests for Information (RFIs).
- 10) Review/negotiate proposed changes to the project. Prepare/distribute Change Orders to reflect the costs/credits associated with the proposed changes.
- 11) Review contractor monthly Pay Applications for the Owner.
 - a. This includes monthly site visits to verify that the Pay Applications accurately reflect the work completed and the amount/value of the materials stored on site.
- 12) Provide approximately (10) ten onsite meetings/visits during construction:
 - a. Pre-Construction meeting, including the preparation and distribution of meeting agenda and meeting minutes.
 - b. Bi-weekly jobsite meetings to discuss schedule, progress, jobsite issues, safety, etc., including the preparation and distribution of meeting agenda and meeting minutes.
 - c. Regular jobsite visits to monitor the progress and quality of the work.
 - d. Any additional project site visits requested or required will be billed at the hourly rates listed. This may include the review of any structural modifications not anticipated.
- 13) Perform an observation with the Owner and Contractor at the time of Substantial Completion, including the generation and distribution of a punchlist.
 - a. This includes coordination of training provided to the Owner, of installed systems, as provided by the Contractor.
- 14) Review contractor final Pay Application for the Owner.
 - a. This includes a site visit with the Owner to confirm that the punchlist items have been completed to the Owner's satisfaction.



PROFESSIONAL DESIGN AND ENGINEERING FEES

The proposed fees for Professional Design and Engineering Services for the work items defined above and as specified in the attached Professional Services Agreement are:

A) Final Design Phase

These services will be provided on a time and material basis, at the hourly rates listed.

These services are estimated at: \$18,000.00 to \$23,000.00.

B) Bidding Administration

These services will be provided on a time and material basis, at the hourly rates listed.

These services are estimated at: \$2,000.00 to \$4,000.00.

C) Contract/Construction Administration

These services will be provided on a time and material basis, at the hourly rates listed.

These services are estimated at: \$9,000.00 to \$15,000.00.

CONTRACT TERMS:

If you wish to move forward with this proposal, please sign, date and return a copy to us.

Sincerely,



Daniel S. Block, P.E.
Project Engineer



Jason M. Campbell
Project Manager



Madison Block, E.I.T.
Engineer in Training

Please initial for the services requested:

No.	Level of Service	Cost	Initial
A	Final Design Phase – estimated range	\$18,000.00 to \$23,000.00	
B	Bidding Administration – estimated range	\$2,000.00 to \$4,000.00	
C	Contract/Construction Administration – estimated range	\$9,000.00 to \$15,000.00	

This Agreement is accepted for the services identified above by:

Name (Printed)	Title
Signature	Date



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Dynamic Design Group, Inc. 900 1st Avenue South Suite A P.O. Box 1064 Escanaba, Michigan 49829 Ph. 906.786.3300 www.ddgi-ddm.com

Professional Services Agreement

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES:

Witnesseth:

In consideration of the agreements contained herein, and as presented in the signed Proposal included with this Agreement, the parties agree as follows:

Services:

The specific work ("services") to be performed by Dynamic Design Group, inc. and its consultants and subcontractors (collectively "DDGi") on behalf of the Client shall be described and authorized by a fully executed Proposal that is issued along with this Agreement. The Proposal will be submitted to the Client's designated representative for review and approval prior to the initiation of services. All services authorized by the Proposal shall be subject to the terms of this Agreement.

Compensation for Services, Invoices and Payments:

Our Proposals are valid for 30 days. After 30 days, we reserve the right to re-evaluate our Proposal and make any adjustments as necessary.

Our terms are a 10% deposit to begin work, unless otherwise stated in the Proposal. We will invoice for our services on a monthly basis or at the completion of the work, whichever comes first. Payment of all monthly invoices shall be received in full within 15 days of the date of invoice, unless noted otherwise on the invoice or in the Proposal. If payment is not received on time, then work may be suspended. If all invoices are not paid in full then you will forfeit your rights to use the plans, and you could be subject to copyright infringement. We reserve the right to add interest on any amounts unpaid after 30 days at the simple annual interest rate of 12%. If we are forced to recoup our fees through legal proceedings, you acknowledge that you will be required to pay our legal fees and court costs.

Estimated services will be invoiced on a time and material basis for the

estimated ranges listed in the Proposal. Please understand that an estimate of cost for the services described in the Proposal is based on our current understanding of the project requirements and the level of effort needed to complete the various work tasks. An estimate should NOT be interpreted as a not to exceed cost. We will make every effort to not exceed our estimate and in the event that we do, an explanation will be provided. Please also understand that as a time and material based project, we will be invoicing for all expenses associated with this project. Any additional services required or requested will be billed at the hourly rates as listed in this Agreement.

All payments should be remitted to:
Dynamic Design Group, Inc.
P.O. Box 1064
Escanaba, MI 49829

Hourly Rates:

Engineer:	\$150.00/hour
Project Manager:	\$150.00/hour
Junior Engineer:	\$120.00/hour
Mileage:	current rate per mile

Mileage is included in the Proposal for the site visits/meetings identified in the Proposal.

Consultant and subcontractor rates are provided in separate attachments. DDGi reserves the right, upon thirty (30) days written notice to the Client, to adjust the rates on reimbursable time and material contracts. This rate adjustment typically occurs, annually, at the beginning of the calendar year.

Specific Items Not Included:

The following items are not included in our services unless specifically listed in our Proposal:

1. Completion of any type of survey (surveyor to be acquired by the Client/Owner).
2. Completion of geotechnical investigation and report (geotechnical engineer to be acquired by the Client/Owner).

3. Fire suppression/fire alarm system design (specialty designer to be acquired by the Contractor).
4. Kitchen cabinet design (specialty designer to be acquired by the Client/Owner).
5. Landscape design (specialty designer to be acquired by the Client/Owner).
6. Completion of hazardous material testing and abatement (specialty Contractor to be acquired by the Client/Owner).
7. Well and Sanitary system design (designs by the local Health Department).
8. Completion of permit applications and payment of permit fees (completed by the Contractor).
9. Reimbursable Expenses as defined in this document.

DDGi will assist the Client/Owner with acquiring the specialty designers and Contractors listed above and will assist with coordinating their work into the project (if required for the project).

Reimbursable Expenses:

1. Postage and Handling
2. Zoning fees
3. Plan review fees
4. Bid advertising expenses
5. Printing/Document Reproduction
 - a. 8½ x 11 photocopies/prints
 - i. \$0.30/sht. (b/w)
 - ii. \$0.60/sht (color)
 - b. 11x17 photocopies/prints
 - i. \$0.50/sht (b/w)
 - ii. \$0.75/sht (color)
 - c. Large photocopies/prints (22x34 drawing sheets).
 - i. \$7.00/sht (b/w)
 - ii. \$11.00/sht (color)

Deliverables:

All project deliverables, including, but not limited to, any and all reports, drawings, plans, designs and specifications prepared by DDGi pursuant to this Agreement are part of the services contracted for by the Client and shall become the Client's property upon final payment to DDGi

for the services under this Agreement. DDGi shall retain copies of all deliverables for its files.

Deliverables are not suitable for use or reuse by Client, its employees, agents or subcontractors on any extension of the project or on any other project without the prior written authorization of DDGi. Such authorization is essential because it requires DDGi to evaluate the Deliverables applicability given new circumstances, not the least of which is the passage of time.

Client shall indemnify and hold harmless DDGi from and against any and all claims, damages, losses, and expenses arising out of or resulting from the unauthorized reuse of any Deliverables.

Deliverables are not to be used, copied or reproduced without expressed written permission from DDGi.

DDGi will provide the Client with .pdf electronic files for their reference. Computer aided drafting (CAD) electronic files are the property of DDGi and are not available to the Client or the Client's representatives unless specifically agreed upon by both DDGi and the Client and the associated cost included in the Proposal.

Project Delays:

If DDGi is delayed at any time in the progress of Services for any specific activity by:

1. an act, failure to act, or neglect of CLIENT or CLIENT's employees or CLIENT's consultant or any other party.
 2. changes in the scope of services.
 3. delay authorized by CLIENT and agreed to by DDGi.
- then the time for completion shall be extended.

Additionally, DDGi shall receive an equitable compensation adjustment if delays caused by any of the above events result in additional costs to DDGi.

Insurance:

The Client/Owner shall carry the Client's/Owner's usual liability insurance as required to allow DDGi and its consultants and subcontractors to access the Client's/Owner's property to complete necessary work.

The Client/Owner, at the time of construction, shall maintain the proper insurance for a construction project. This will be specified in the Contract between the Client/Owner and Contractor.

Upon request, DDGi will furnish copies of insurance certificates evidencing that it maintains the following coverages:

<u>Type</u>	<u>Limits</u>
Workers Compensation Employers Liability	\$100,000 each accident \$500,000 limit
General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Professional Liability	\$1,000,000 each occurrence; \$1,000,000 aggregate

If Client requires further insurance coverage, DDGi will obtain said coverage (if procurable), at Client's expense.

Continuity of Services

CLIENT acknowledges that it is customary for the design professional who is responsible for the preparation of contract drawings and specifications or other Project deliverables to be employed to provide Services during the bidding and construction and/or field work phases of the Project including, but not limited to, interpretation, clarification and modification of the Deliverables during bidding, construction and/or field work; accepting substitute or or-equal items of materials and equipment proposed by bidders and contractor(s);

approving shop drawings and sample submittals; and detecting, in advance of performance of affected work, inconsistencies or irregularities in such contract drawings and specifications or other Project deliverables.

CLIENT agrees that if DDGi is not employed to provide such Services during the bidding (if the work is put out for bids) and construction and/or field work phases of the Project, DDGi shall not be responsible for, and CLIENT shall indemnify and hold harmless DDGi from and against any and all claims, damages, losses and expenses arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such Project deliverables issued or carried out by CLIENT or others.

Client's/Owner's Budget and DDGi's Construction Cost Estimates/ Opinion

Evaluations of the Client's/Owner's budget and DDGi's preparation of the construction cost estimates/opinion represent DDGi's judgement as an experienced and qualified design professional, familiar with the construction industry. DDGi nor the Client/Owner has control over the cost of labor, materials or equipment; or of the Contractors methods of determining bid prices. Therefore, DDGi cannot and does not guarantee that proposals, bids, or total construction costs will not vary from the Client's/Owner's Budget and Construction Cost estimates/opinions of probable cost prepared by DDGi.

General Contractor

DDGi can neither guarantee the performance of the General Contractor's finished project nor assume responsibility for General Contractor's failure to furnish and perform his work in accordance with the Project requirements.



SIDEWALK SNOW REMOVAL SERVICE AGREEMENT

This Sidewalk Snow Removal Service Agreement ("Agreement") is entered into between the Gladstone Downtown Development Authority ("DDA") and 3 Brothers Lawn and Snow ("Contractor") for sidewalk snow and ice removal services at designated DDA properties.

1. Term of Agreement

This Agreement shall cover the 2026–2027 winter season, with regular services anticipated to begin in November 2026 and continue through April 30, 2027.

The Contractor shall remain available beyond this anticipated service period, as reasonably necessary, to address unexpected or unseasonal snowfall or winter weather events occurring before or after the regular winter season. Any such services shall be performed under the same terms and rates established by this Agreement unless otherwise agreed to by the parties.

2. Properties Covered

The Contractor shall provide services at the following DDA properties:

- **701 Delta Avenue** – Corner lot, including applicable public sidewalks bordering the property.
- **907/909 Delta Avenue** – Interior lot commonly known as Market Square, including applicable public sidewalks bordering the property.

3. Scope of Services

The Contractor shall provide sidewalk snow and ice removal services at the properties identified above. Services shall include:

- Clearing accumulated snow from sidewalks and pedestrian areas associated with the properties;
- Applying salt or other appropriate ice-control material to sidewalks as conditions warrant; and
- Performing services in a manner intended to maintain reasonably safe and accessible pedestrian travel.

Snow clearing shall be completed within 24 hours following a snowfall event, subject to severe or continuing weather conditions that reasonably prevent completion within that timeframe.

The Contractor shall exercise reasonable judgment regarding the timing and frequency of service based upon snowfall, drifting, icing, and other winter conditions. Multiple visits may be necessary when weather conditions continue over an extended period.

Old-Fashioned Christmas – Market Square

In addition to regular winter maintenance, the Contractor shall prepare and de-ice the Market Square at 907/909 Delta Avenue in advance of the City's annual Old-Fashioned Christmas event, held on the Friday following Thanksgiving.

Preparation shall include inspection of the Market Square pedestrian areas and, as conditions warrant, snow removal and the application of salt or other appropriate ice-control material to provide reasonably safe pedestrian conditions for the event.

This service shall be provided annually regardless of whether a significant snowfall event has occurred. When snow removal is unnecessary, the Contractor shall provide de-icing treatment as reasonably warranted by existing or anticipated freezing conditions. The DDA may coordinate with the Contractor regarding the appropriate timing of service based upon event preparations and weather conditions.

4. Compensation

The DDA shall compensate the Contractor at a rate of \$85.00 per hour for services performed under this Agreement.

The hourly rate shall include the labor and equipment necessary to perform the snow removal services described Agreement. Unless otherwise agreed in writing, no additional equipment, mobilization, or travel charges shall be assessed.

Salt and ice-control materials shall be purchased separately by the Downtown Development Authority.

The Contractor shall submit invoices identifying, at minimum, the date of service, property or properties serviced, services performed, and hours billed.

5. Contractor Responsibilities

The Contractor shall provide all labor, equipment, supervision, and other resources necessary to perform the work, except as otherwise specifically provided in this Agreement.

The Contractor shall perform services in a professional manner and take reasonable precautions to avoid damage to sidewalks, landscaping, structures, signs, utilities, and other public or private improvements.

The Contractor shall promptly notify the DDA of any property damage, hazardous condition, or other significant issue observed or occurring during the performance of services.

6. Independent Contractor

3 Brothers Lawn and Snow shall perform all services as an independent contractor and not as an employee, agent, or representative of the DDA or City of Gladstone. The Contractor shall be responsible for its employees, subcontractors, payroll obligations, taxes, insurance, equipment, and methods of performing the work.

7. Insurance and Liability

The Contractor shall maintain appropriate insurance coverage for the services performed under this Agreement, including general liability and any workers' compensation or automobile coverage required by applicable law.

Upon request, the Contractor shall provide the DDA or City of Gladstone with evidence of applicable insurance coverage.

The Contractor shall be responsible for damages resulting from the negligent acts or omissions of the Contractor, its employees, or its subcontractors in performing services under this Agreement.

8. Termination

Either party may terminate this Agreement upon 14 days' written notice to the other party.

The DDA may terminate the Agreement immediately for substantial failure to perform the required services, failure to maintain required insurance, or other material breach of this Agreement.

Upon termination, the Contractor shall be compensated for authorized services satisfactorily performed through the effective date of termination.

9. Entire Agreement and Modifications

This Agreement represents the understanding between the DDA and Contractor regarding the services described herein. Any material modification to the scope of work, compensation, or other terms shall be agreed upon in writing by both parties.

10. Authorization

By signing below, the parties acknowledge that they have reviewed and agree to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Gladstone Downtown Development Authority

Contractor

By: _____

By: _____

Name: Patricia West

Name: Sam Hewitt

Title: Community Development & DDA Director

Company: 3 Brothers Lawn & Snow

Date: _____

Date: _____