

AMENDMENT TO EMPLOYMENT AGREEMENT

(Downtown Development Authority – Executive Director)

This Amendment (“Amendment”) to the Employment Agreement between the Lake Orion Downtown Development Authority (“DDA”) and Matthew Gibb (“Employee”), originally approved on March 11–12, 2024, is made and entered into as of the dates executed below.

1. Purpose of Amendment

The purpose of this Amendment is to modify certain terms of the Employee’s compensation as set forth in the original Employment Agreement. All other terms and conditions of the Employment Agreement not otherwise altered or amended herein remain unchanged and in full force and effect.

2. Salary Adjustments

- a. Effective July 1, 2025, Employee’s annual base salary shall increase by five percent (5%).
- b. Employee’s annual base salary shall increase by five percent (5%) on each subsequent July 1 during the term of the Employment Agreement.
- c. Annual adjustments shall continue until the Agreement either expires on June 30, 2027, or employee is terminated for cause.

3. Insurance Opt-Out Stipend

The stipend amount for opting out of Village-provided health-insurance coverage shall be the amount established by formal action of the Village Council pursuant to then existing policy applicable to employees of similar grade, and shall adjust automatically with any changes adopted by the Village Council. Employee must continue to provide proof of alternative qualifying coverage as required under Village policy.

4. No Other Amendments

Except as expressly stated herein, all provisions of the Employment Agreement remain unchanged and in full force and effect.

SIGNATURES ACKNOWLEDGING APPROVAL AND ADOPTION ON THE FOLLOWING PAGE

Lake Orion DDA Board:

Debbie Burgess, Chair

Date: _____

Village of Lake Orion:

Darwin McClary, Village Manager

Date: _____

Employee:

Matthew Gibb

Date: _____

118 N. Broadway, Lake Orion, MI 48362
Phone: 248-693-9742 Fax: 248-693-9749
www.downtownlakeorion.org



The mission of the Lake Orion DDA is to enhance the economic potential and preserve the historical character of the Lake Orion DOA District, the heart and hub of the Orton Community, through promotional activities and an organizational structure that focuses on community involvement with local businesses, residents, and other stakeholders.

February 28, 2024

To: Mr. Matthew Gibb

From: Debbie Burgess, Lake Orion DDA Board Chair

RE: Offer of Employment for Downtown Development Authority Executive Director position

Dear Mr. Gibb:

Please allow this letter to serve as an offer of employment for the position of the Village of Lake Orion's Downtown Development Authority (DDA) Executive Director. This offer is subject to successful completion of a background check, and physical examination and drug screen paid for by the Lake Orion DDA and the Village of Lake Orion ("Village"). In addition, this offer is subject to final approval by the Lake Orion Village Council.

You shall perform all of the functions and duties of the position as specified by state law, the Downtown Development Authority job description, and the Village ordinance, as well as any other duties that may be assigned to you from time to time. You shall be an at-will, non-union, salaried and FLSA-exempt employee. As an FLSA-exempt employee, you shall not receive additional compensation beyond your salary for hours worked over forty (40) hours per week. No representative of the DDA Board or Village Council possesses any authority to enter into any agreement for any specific period of time or to make any agreement contrary to the foregoing. Any agreement altering the terminable at-will nature of the employment relationship shall be in writing and signed by the DDA Chairperson as the employer and you as the employee, and subject to final approval of the Lake Orion Village Council. If you need further clarification of the at-will status of this position, please do not hesitate to contact me.

You shall attend all meetings of the Downtown Development Authority board, as well as specific Village Council meetings as necessary. It may also be necessary for you to work beyond and outside of regular (40 hours per week) office hours to complete the normal duties of this position.

Employment benefits associated with this position include:

- INSURANCES. Life, disability, and dental insurance shall be provided at the same terms and levels as are provided to non-union employees of the Village generally. Blue Cross Blue Shield PPO or HSA health insurance shall be provided at your selection subject to any waiting periods, deductibles, copays, and employee contributions as required of non-union employees generally. Future increases in rates may require you as an employee to contribute toward funding any

increase in costs. You may apply for optional AFLAC insurance coverages at your sole cost, premiums for which shall be deducted from your pay. The terms and conditions of these insurance programs are subject to the applicable plan documents. The Village reserves the right to change insurance carriers or levels or types of coverage, level of employee cost contributions, or any other terms and conditions of the provision of insurance benefits. Currently, the Village pays a \$6,000 annual stipend if you decline health benefits and provide proof of other health coverage.

- LEAVE TIME. Four (4) personal leave days shall be credited on July 1 of each year to be used prior to June 30 of the succeeding year. Holiday leave with pay shall be as provided to other non-union Village employees generally. Sick time shall be credited at the rate of 4 hours per payroll period (bi-weekly) to a maximum of 96 hours per fiscal year with unlimited accumulation. However, no compensation shall be given for unused leave time for personal, sick, or holiday leave upon retirement or separation as an employee from the Village. Annual vacation is earned according to the length of service as a Village employee as follows:
 - o 1 year through 4 years: 20 days
 - o 5 years and above: 25 days

Vacation leave shall be credited on each anniversary date of employment, except that in the first year of employment, five (5) days of vacation shall be credited after the first month of employment, an additional five (5) days shall be credited after the third month of employment, and an additional ten (10) days shall be credited after the sixth month of employment. Vacation leave shall be used within one (1) year of being credited or shall be forfeited. There shall be no carryover of vacation leave time from one year to the next or upon separation as an employee.

- TUITION REIMBURSEMENT. The Village will reimburse you for tuition and books upon completion of each course and with a grade of B or better for courses that are job related and approved by the Village Manager prior to your enrollment. This tuition reimbursement benefit shall be limited to a maximum of \$700.00 per fiscal year end and shall be contingent upon available budgetary appropriations.
- RETIREMENT. The Village shall provide a MERS defined contribution retirement program. The Village shall contribute an amount equal to ten percent (10%) of your base salary into the program. As an employee, you are required to contribute five percent (5%) of your base salary into the program, and such contributions shall be deducted from your pay.
- BONDING. You agree that you are bondable. The Village shall secure fidelity of other bonds as may be required for your employment and offer indemnification for your performance of duties as Executive Director.
- STARTING SALARY. Your initial salary shall be \$80,000.00 annually commencing on March 12, 2024, payable in prorated equal biweekly installments at the same time as normal payroll for employees of the Village generally. You shall be eligible for consideration for annual salary increases as recommended by the DDA Board and Village Council during the annual budget approval process. Please also note the annual stipend mentioned in the insurances section above.

- COMPENSATORY TIME. In lieu of overtime compensation, you shall be granted an additional forty (40) hours of paid leave annually as compensatory time. Compensatory Time shall be credited on July 1 of each year. Compensatory time may be taken as vacation days, but shall not be paid for unused time upon retirement or separation as an employee.
- RESIGNATION. You may resign your position at any time upon providing at least thirty (30) days advanced written notice to the DDA Chairperson. Such advanced notice shall not include any vacation or personal leave time or other time as discussed above. Your failure to provide said notice will result in the forfeiture of any accrued leave time of any type and may result in a determination by the DDA Board that your separation from Lake Orion DDA employment was not in good standing.
- MODIFICATION. This employment agreement may be modified in writing by the personnel policies duly adopted by the Village Council and in effect at any given time. Additionally, the Village reserves the right to alter, increase, decrease, or eliminate any term of this agreement subject to applicable law.
- LAWSUITS. You agree not to commence any action of suit relating to your employment with the Village more than one hundred eighty (180) days after the date of occurrence of the facts giving rise to the claim, or more than one hundred eighty (180) days after the date of your termination of such employment, whichever is earlier, and to waive the longer statute of limitations to the contrary. In the event that the statute of limitations applicable to such a claim is less than one hundred eighty (180) days, you agree that the shorter statute of limitations shall apply.
- OTHER TERMS AND CONDITIONS. All other terms and conditions of employment shall be governed by personnel policies adopted by the Village Council for non-union employees of the Village.

This employment agreement shall be effective commencing on March 12, 2024 upon approval by the Village Council, the DDA Board and acceptance by you. If you have any questions regarding this offer of employment, please do not hesitate to contact me.

Sincerely,

Debbie Burgess,
Chair
Lake Orion DDA Board of Directors

Village Council Approval:



Per Village Council Action March 11, 2024.
Darwin McClary, Village Manager

Date: March 12, 2024

DDA Board Approval:

Debbie Burgess, Chair, DDA Board

Date: _____

Accepted:

Matthew Gibb

Date: _____