

FIRST AMENDMENT EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this 19th day of July, 2022, between the Township of White Lake (the "Township") and Aaron Potter (DPS Director).

The Township hereby desires to amend Aaron Potter; DPS Director, employment agreement and he hereby accepts such at-will employment in accordance with the terms and conditions of this Agreement.

1. Term. Employee's at-will employment under this Agreement shall commence on July 19th, 2022 (the "Effective Date") and shall continue up and until such time that either party exercise Section 6 of this Agreement.

2. Duties of DPS Director. Employee's duties are described on the attached job description which will be assigned by the Township Supervisor. These are general in nature and not exclusive. The Employee agrees to devote his full time, attention and best efforts to the performance of such duties. The Employee shall also perform such additional duties assigned by the Township, as are within the general realm of the DPS Director position with the Township as determined by the Township. **These additional responsibilities include the management and supervision of the Township's maintenance and custodial staff, in addition to managing the general township vehicle maintenance fleet.** The work schedule of the Employee shall normally be 8:00 a.m. to 4:30 p.m., or 8:30 a.m. to 5:00 p.m. Monday-Friday, however he will be required to respond to police emergencies or operational issues, as necessary, and attending board or committee meetings outside normal work hours, as directed by the Township Supervisor. The Township reserves the right to make adjustments to this provision as necessary.

3. Salary. Commencing with the Effective Date hereof, the Township agrees to pay the Employee a salary sufficient to provide the Employee annual compensation of \$ 102,901. The Employee shall be paid in equal installments, during the Township's regular payroll periods. The DPS Director is eligible for non-union increases approved by township board resolutions or motions.

4. Fringe Benefits. Commencing with the Effective Date hereof, the Township agrees to provide the Employee benefits as set forth in the White Lake Township Personnel and Procedure Manual. The Employee hereby acknowledges that these benefits which include: health insurance, paid time off, retirement benefits, and all other benefits are subject to adjustment and modification at the discretion of the White Lake Township Board of Trustees. Specifically, these include, but are not limited to: medical, dental, vision and group term life insurance. The Employee has been provided with a copy of the present benefits guide which are subject to change.

The Township will provide a 401 (A), which shall have immediate vesting, with an employer contribution of 9% and a mandatory employee contribution of 5%. No other pension benefits will be provided.

Additionally, for retirement purposes, the Employee is not entitled to retiree healthcare. Presently, the Township contributes \$100 per month to a healthcare savings plan. It has a 10-year vesting period.

Vacation time in his current contract will continue until year end. **Effective January 1, 2023 he will earn four (4) weeks' vacation annually at the beginning of each calendar year.**

Compensatory time may be earned not to exceed 40 hours in a calendar year. The DPS Director cannot utilize more than 40 hours of compensatory time per year. Time may be earned for after hour meetings and after work assignments. This time cannot be paid out if unused.

The Employee will also receive a cell phone issued by the Township. The Township reserves, however, the right to amend this and other benefits and may offer a stipend instead if the cell phone is discontinued at their discretion. **The employee will be allowed to take home a vehicle issued by the Township.**

5. Exempt. The position involved is an exempt position and is not entitled to overtime under the Fair Labor Standards Act.

6. At-Will Employee and Termination Without Cause. Employee shall serve at the pleasure of the Supervisor and Township. During his employment with the Township, the Employee acknowledges that this is an at-will appointment, and either the Township or Employee may terminate employment, with or without cause, at any time during the duration of this Agreement.

Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the Township, which the Employee may have in his possession or control and a signed statement verifying return of all such property.

In the event the DPS Director is terminated for any reason other than for just cause the Township agrees to pay a lump sum cash payment equal to six (6) months compensation at the Department of Public Services Director's then current rate.

7. Performance Evaluation. The Township may conduct an evaluation of Employee's performance at its discretion. The evaluation shall be as determined by the Township Supervisor and/or Board of Trustees.

8. Arbitration. If a dispute arises concerning this Agreement or Employee's employment with the Employer, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's labor and employment arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

9. Notices. All notices under this Agreement shall be given in writing.

10. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes any prior written or oral understandings. No extrinsic or oral evidence may be used to modify, vary or construe its terms. No modification or waiver of any provision of this

Agreement shall be valid unless in writing and signed by the Employee, Township Supervisor and Township Clerk, upon prior authorization of the Township Board. Oral statements made by any representative or employee of the Township cannot alter the terms of this Agreement.

11. Reservation of Rights. This Agreement in no way limits, modifies or restricts the rights of the Township Supervisor or Board and all rights are specifically retained. No arbitrator has authority or jurisdiction to limit or alter in any way those rights.

12. Assignment. The Employee may not assign any of his rights or delegate any of his duties under this Agreement.

13. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement shall be, for any reason, invalid or unenforceable, the remaining provisions shall nevertheless be valid, enforceable, and carried into effect.

14. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

15. Binding Effect. The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and date first above written.

WITNESS

WHITE LAKE TOWNSHIP

Human Resources Manager

Aaron Potter

Township Supervisor

Township Clerk

DEPARTMENT: Public Services**REPORTS TO:** Township Supervisor**GENERAL STATEMENT OF DUTIES**

Under the supervision of the Township Supervisor, the Director of Public Services is responsible for administrative, managerial and technical work in planning, organizing, direction and controlling all department operations; to assist in policy development and implementation, and the general management and control of the Department of Public Services. Responsible for operational planning; emergency response management and planning; formulating and administering departmental policies and procedures; oversight of contractual services; preparing specifications, bids and requests for proposals; assisting with departmental fiscal and budgetary matters and project recommendations and decisions of Public Service. Makes a variety of official contacts with contractors and government officials to plan, review, coordinate and facilitate departmental services.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS

An employee in this classification may be called upon to do any or all of the following: (These examples do not include all of the tasks which the employee may be expected to perform. They are not to be limited to or intended to be an exhaustive list of all job duties to be performed by those within the classification)

- Determines work procedures, prepares work schedules, and expedites workflow.
- Assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Develops and implements special assessment districts (SAD) as necessary in cooperation with the Township Assessor and in accordance with the applicable laws.
- Oversees the preparation of engineering plans and specifications, bidding, competency of contractors and vendors, and the selection criteria for public works contracts.
- Oversees project management for the construction of public service projects including compliance with time and budget parameters for the project.
- Coordinates preparation and updates of the sanitary sewer, water, and storm drainage, system maps, GIS data base, and comprehensive plans.
- Oversees the maintenance of infrastructure and other records.
- Monitors inter-governmental actions affecting public services.
- Studies and standardizes public services department policies and procedures to improve efficiency and effectiveness of operations.
- Prepares and documents budget requests; oversees and administers adopted budget in public services department and ensures enterprise funds are managed appropriately.
- Plans, organizes, coordinates, supervises and evaluates programs, plans, services, staffing, equipment and infrastructure of the public services department.
- Evaluates public services department needs and formulates short and long range plans including transportation, street, water, sewer, drainage, facilities and park maintenance.

- Oversees public services department review of private project development plans for compliance with codes, regulations, and standards, adequacy of applications for permits and compliance with approved plans.
- Maintains regular contact with consulting engineers, construction project engineers, Township, County, State and Federal agencies, professional and technical groups and the general public regarding department activities and services.
- Develops programs, trains and supervises employees, including management and supervisory personnel performing the duties of maintenance, construction and repair of facilities.
- Enforces department work rules and regulations and labor contract provisions; assists in employee disciplinary proceedings. Maintains harmony amongst workers and resolves grievances.
- Supervision of all maintenance and custodial employees, part time and full time.
- Plans for and directs the annual maintenance and upkeep of township parks, grounds and facilities.
- Prepares bid specifications for various equipment, products and contracted services related to the ongoing maintenance and repair of facilities and grounds.
- Approves requisition of needed supplies for the department and maintains a variety of records relating to personnel, equipment and supplies.
- Advises Township Supervisor, attorney, engineer and other township officials in matters relating to department activities; provides information to various civic, school and public groups and individuals regarding department services.
- Ensures proper response to complaints regarding facilities, utilities and property maintenance including proper evaluation of the situation to determine cause of condition, corrective action needed, and potential for liability; provides an appropriate explanation of findings to property owners when required. Adjusts errors and complaints.
- Responsible for general maintenance and of all general township vehicles.
- Develops programs for the safety of maintenance workers and equipment operators; instructs appropriate individuals in proper safety procedures.
- Motivates and evaluates personnel; acts as a liaison between department staff and other management personnel.
- All other duties as assigned.

MINIMUM QUALIFICATIONS

- Bachelor's Degree in public administration, business, finance, accounting engineering or related field preferred. Five (5) years or more of supervisory experience in a related field will be accepted in lieu of a Bachelor's degree.
- Possession of a valid Michigan driver's license.
- S1 and/or S2 water distribution licenses desired. Candidate not currently possessing these licenses will be required to obtain them within two years from date of hire in order to maintain employment.
- D-2 certification for water treatment required.
- Experience with Civil Engineering and Construction desired.
- At least four (4) years of practical experience in administration.

- Demonstrated knowledge of work methods, procedures, and financial aspects of DPS activities, such as budgeting, personnel, purchasing, organizational principles, management techniques and presentations.
- At least three (3) years in a management level position in an environment working with the public.
- Strong oral, written and interpersonal communication skills.
- Demonstrated organizational skills and the ability to prioritize multiple tasks.
- Proficient in Excel, and MS Word and Outlook.

KNOWLEDGE/SKILLS

- Considerable knowledge of civil engineering principles, practices and methods as applicable to a municipal setting; thorough knowledge of applicable Township policies, laws, and regulations affecting division activities.
- Ability to guide, direct and motivate employees; ability to organize and supervise the activities of various crews performing construction and maintenance work; ability to communicate effectively, verbally and in writing; ability to establish and maintain effective working relationships with employees, other departments and the public.
- Familiarity with Township government, ordinance policies and procedures.
- Familiarity with departmental policies and procedures.
- Familiarity with applicable Michigan laws, case law, Rules and Regulations.
- Familiarity with computer operations utilizing a variety of software.

WORKING CONDITIONS AND PHYSICAL DEMANDS

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to use hands and fingers to handle, feel or operate objects, tools or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is regularly required to walk, sit, climb or balance, stoop, kneel, crouch or crawl and smell.
- The employee must regularly lift and/or move up to 50 – 75 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.