

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this 16th day of November 2021, between the Township of White Lake (the "Township") and Sean O'Neil (Community Development Director).

The Township hereby desires to employ Sean O'Neil as the Community Development Director, 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 November __, 2021 (the "Effective Date") and shall continue up and until such time that either party exercise Section 5 of this Agreement.

2. **Duties of CDD 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 Community Development Director's position with the Township as determined by the Township. The work schedule of the Employee shall normally be 8:00 a.m. to 5:00 p.m., Monday-Friday, however he will be required to respond to 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 an annual compensation of \$97,000. The Employee shall be paid in equal installments, during the Township's regular payroll periods. The Community Development Director is eligible for non-union increases approved by township board resolutions or motions as well as 3% raise effective January 1, 2022.

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 Employee shall be entitled to receive Executive Latitude time for time spent after the normal operating hours of the Township. These hours shall not accrue greater than forty (40) hours and will be taken to the extent possible within the pay period they occurred. Hours not taken as time off shall not be compensable.

The Employee will also receive a cell phone and a take home vehicle issued by the Township.

5. **Exempt.** The position involved is an exempt position at this time. The Employee shall not be eligible for overtime as provided under FLSA.

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 Community Development 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 Community Development 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

SUPERVISOR

TOWNSHIP CLERK

CHARTER TOWNSHIP OF WHITE LAKE

JOB DESCRIPTION

COMMUNITY DEVELOPMENT DEPARTMENT –

COMMUNITY DEVELOPMENT DIRECTOR

General Summary:

Under the general direction of the Township Supervisor, carries out and assists, as assigned, with the following duties:

Typical Duties:

1. Responsible for the management of the day-to-day operation of the department, including the planning, building, ordinance & code enforcement, and park & recreation functions.
2. Responds to general public regarding department policies and processes.
3. Regularly attends Township Board, Planning Commission, ZBA, Parks & Recreation, and other related meetings, as needed.
4. Coordinates department meetings, staffing, reviews, agendas, and informational packets.
5. Prepares legal notices for rezoning, special land uses, ordinance and master plan updates, and all other notices as required.
6. Answers inquiries from general public and township employees regarding ordinances, project status, and other matters related to the department.
7. Serves as department manager, coordinating efforts and delegating activities of the support staff.
8. Leads the annual preparation of the Township's Capital Improvement Program.
9. Prepares administrative project and plan reviews for compliance with Township requirements.
10. Prepares updates to all plans, codes, and ordinances that fall within the purview of the department.
11. Assists in the oversight and coordination of both large and small scale departmental projects.
12. Works collaboratively with the Township Supervisor and staff, to promote and coordinate activities and events as needed.
13. Interacts with schools, agencies, and community groups, and issues press releases as needed.
14. Aides in the preparation and administration of local, state, and federal grant applications.
15. Updates relevant maps and records.
16. Reviews complaints and violations related to the areas of oversight within the department.
17. Serves as the emergency response liaison to Oakland County, and responds to incidents as needed, as directed by the Township Supervisor.
18. Other duties as assigned by the Township Supervisor.

Job Requirements:

1. A minimum of a Bachelor Degree in Urban Planning or a related field (Master's Degree preferred).
2. AICP designation preferred.
3. Minimum of seven (7) to ten (10) years of experience in a municipal planning or community development department. Private consultant experience may be considered.
4. Nation Incident Management System (NIMS) and Incident Command System (ICS) training and certifications are a plus.
5. Ability to carry out supervisory responsibilities in accordance with the policies and applicable law including planning, assigning, directing work and addressing complaints and resolving problems.
6. Ability to work independently or in a team environment, as needed.
7. Ability to manage several projects simultaneously.
8. Read, analyze and interpret general business periodicals, professional journals, technical procedures or government regulations.
9. Write reports, business correspondence and procedure manuals; present information.
10. Calculate figures and amounts such as discounts, interest, proportions, percentages, area circumference and volume;
11. Define problems, collect data, establish facts and draw valid conclusions.
12. Interpret a variety of technical instructions in mathematical or diagram form.
13. Lift and or move up to 20 lbs. Specific vision requirements are close and adjustable vision.
14. Regularly exposed to fumes and airborne particles, moving mechanical parts, all weather conditions and certain levels of moderate noise.
15. Computer literate on applicable Township utilized computer programs.
16. Possesses basic knowledge of modern policies and practices of parks and recreation principles and administration.
17. Must have valid Driver's License and be able to drive Township vehicles as needed.

The above statements are intended to describe the general nature and level of work begin performed by people assigned in this classification. They are not to be construed as an all-inclusive listing of duties which the employee may be expected to perform.