

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and Jason R. Gonzalez, referred to as the "Employee" (collectively "Parties"), both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee began his career as a paid-on-call Firefighter for White Lake Township in 1996. He came to Walled Lake as a full-time Firefighter in 2000. The Employee was promoted to Fire Captain in 2005, Fire Marshal on March 4th, 2016 and Deputy Fire Chief on September 29th, 2023.

The Employee was appointed to the current rank of Fire Chief on August 20th, 2024.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager, the City Council, and the Employee desire for the Employee to continue as a certified Fire Fighter with the rank of Fire Chief or higher according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, training, and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and he shall hold the title and rank of Fire Chief of the City's Fire Service of the Public Safety Department; or as a higher or different ranking Administrative Officer of the City which may by ordinance be created or combined in a manner deemed necessary or advisable for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in

the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. **TERMS AND RESTRICTIONS**

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign, retire or separate his employment/position with the City.
- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. **TERMINATION OF EMPLOYMENT**

This Agreement, and the Employee's employment, may be terminated with or without cause subject to the following.

- A. The City Manager may terminate this Agreement with or without written notice of termination.
- B. Upon separation, the Employee shall be entitled to compensation earned prior to the date of separation as provided for in this Agreement, computed pro rata up to and including the date of separation. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of separation. Any money owed to the city at the time of separation shall be deducted from the Employee's final payouts or paid by the Employee if the monies owed exceed the final payouts.
- C. The Employee may, within ten (10) days of termination, petition the Council to hear the facts regarding the termination, and in such a case the Council may, in its sole discretion,

grant or deny a timely request for a hearing before Council. In the event the Council grants a timely request for a hearing, the Council may conduct a hearing according to procedures and rules established by Council and inquire into such facts and may make such decision in the matter as it deems proper. In the event no petition is filed by Employee within ten (10) days of termination by the City, the City shall: 1) pay Employee severance pay equal to three (3) month's salary; and, 2) the City shall pay health, dental, vision, disability and life insurance benefits for the Employee from the date of termination by the City plus three (3) months; and, 3) the City shall deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after termination by the City.

- D. Employee may resign, retire or otherwise voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall not be entitled to any severance pay or benefits in the event of such a termination by employee. Except as otherwise may be required by law, termination by the Employee on less than 30 days written notice shall result in forfeiture of the right to receive any payments or benefits that would otherwise be payable.

SECTION 4. DEATH AND DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, death, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, City shall have the option to terminate this Agreement without severance pay or benefits if Employee (and/or Employee's designated beneficiary) is eligible to receive death and/or disability insurance benefits provided under the Schedule of Benefits.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of One Hundred Thousand (\$100,000.00) Dollars, payable in installments at the same time as other general employees of the City are paid.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through a group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of the Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council or City Manager may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions reasonably and materially pertinent to any office created pursuant to City Charter, or pursuant to a city ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall have exclusive use of a City owned and provided motor vehicle at all times during his employment as an appointed official who holds an office of a division head, department head or any other additional management level administrative office. The City Manager shall determine the make, model, year and equipment for the vehicle and whether to lease or purchase it, and shall be responsible for the costs of insurance, operation, maintenance and repair. However, the City shall not be responsible for the cost of operation (e.g., gasoline) for strictly personal use of the vehicle outside Oakland County.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. The City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices. Any mailed notices to the Employee shall be sent to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by signed, written agreement of the parties. This Agreement shall be interpreted as if drafted by all parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee. No waiver of any breach of this Agreement shall be valid unless in writing acknowledged and accepted by the waiving party and no such waiver shall be deemed a waiver of any other provision or breach.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.
- G. Complete Agreement. The parties further understand and agree that they are not executing this Agreement in reliance on any promise, representation, or guarantee not expressly contained in this Agreement and further agree that this Agreement contains the

entire understanding and Agreement of the Parties concerning all terms and conditions of employment. This Agreement supersedes, rescinds and replaces all prior/past negotiation, practices, agreements and proposed agreements, written or oral, regarding any and all terms and/or conditions of employment or service.

H. The Parties represent that they have been afforded a reasonable opportunity to have this Agreement reviewed by independent counsel of their choice and have had the opportunity to consider any recommendations offered by their counsel, if any. The Parties further represent that they have read this Agreement, know the contents, and have signed this Agreement of their own free act.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

June 25, 2025
Date

By: [Signature]
JASON R. GONZALEZ, Employee

June 25, 2025
Date

By: [Signature]
L. DENNIS WHITT, City Manager

June 25, 2025
Date

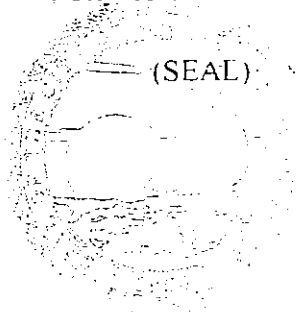
By: [Signature]
LINDA S. ACKLEY, Mayor

June 25, 2025
Date

By: [Signature]
Witness: MIRANDA SEARS, HR Director

June 25, 2025
Date

By: [Signature]
JENNIFER A. STUART, City Clerk



**EMPLOYMENT AGREEMENT
JASON R GONZALEZ
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employees' Spouse
2. Child and/or Siblings
3. Parents and/or Grandparents
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Stepparents and/or stepchildren

VACATION

None

PAID TIME OFF

SECTION 1. Paid Time Off (PTO) Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1 and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

296 Hours Per Year

SECTION 2. Use of PTO

Except as provided below PTO must be taken during the year given and no more than forty (40) hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager or unable to use any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If the

unused PTO use is not granted the subsequent year, the Employee shall be paid for the unused PTO in excess of 40 hours at straight time rates in the 1st pay in July.

HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

- | | |
|------------------|---------------------------|
| 1. New Years Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Day after Thanksgiving |
| 3. 4th of July | 9. December 24th |
| 4. Labor Day | 10. Christmas Day |
| 5. Veteran's Day | 11. President's Day |
| 6. Good Friday | 12. December 31st |

SICK LEAVE

None.

LONGEVITY

None.

RETIREMENT

SECTION 1. Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement Systems (MERS). Effective September 1, 2013, the benefit multiplier bridged down from 2.5% to 1.7%. MERS wages shall be comprised of the annual base salary as used to compute the employees' hourly rate and all contributions from the City and deductions from the employee will be based on the base wage. Final Average Compensation (FAC) will be calculated using the frozen FAC-3 method. Other pension options include Final Average Compensation (FAC-3) method, 10-year vesting, with an unreduced retirement allowance at age 55 with 25 years of service to the City. The employee shall contribute five percent (5.00%) of his wages toward the cost of his pension plan.

SECTION 2. Deferred Compensation Plan

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

SECTION 3. Other Retirement Benefits

Upon retirement, the City shall present the Employee with a retired Fire Chief's badge indicating the highest rank achieved and retired fire identification.

OTHER BENEFITS

SECTION 1. **Healthcare Benefits**

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

SECTION 2. **Prescription Drug Program**

See Section 1.

SECTION 3. **Vision Care Plan**

See Section 1.

SECTION 4. **Dental Program**

See Section 1.

SECTION 5. **Life Insurance**

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

SECTION 6. **Unemployment Insurance**

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

SECTION 7. **Sickness and Accident Insurance (Non-Work Related)**

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

SECTION 8. Sick and Accident Coverage

See Section 7.

SECTION 9. Retirement Healthcare

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses. All deposits will be immediately vested.

SECTION 10. Compensation for Opting Out of Health Insurance

None.

SECTION 11. Duty/Work Connected Disability

A duty disability leave shall mean a leave as a result of the Employee incurring a compensable duty related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City, he shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of duty related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but understanding that there will be a coordination of benefits between all groups.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at

the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

SECTION 12. Non-Duty Disability

See Section 7.

SECTION 13. Uniform/Protective Gear Allowance

If the Employee is required to wear a uniform by Administrative Order: the uniform(s) will be provided by the City.

SECTION 14. Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training and credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the Employee holding a job-related bachelor's degree from an accredited college or university shall receive a one-time salary increase to the base salary of five thousand dollars (\$5,000.00). The employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.

6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City and be deducted from the employee final payout or be paid by the employee if the employee's final payouts do not cover the cost.

SECTION 15. Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

SECTION 16. Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the “City”, and Heather Kolke, referred to as the “Employee” (collectively “Parties”), both of whom understand as follows:

RECITALS:

Employee began her career as a sworn Police Officer in Canton Township from March 23rd, 2002 until September 15th, 2012. She also worked as a part-time Police Officer in Hamtramck from August 26th, 2014 till she was hired as a part-time Police Officer on November 18th, 2014. The Employee was promoted to the rank of Sergeant on March 9th, 2016 and to Lieutenant on September 19th, 2017.

The Employee was promoted to the current rank of Captain on August 19th, 2019. This promotion makes the Employee the first female to hold the rank of Captain at the Walled Lake Police Department.

Section 1. DUTIES

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of her experience and training and subject to all terms and conditions of this Agreement.

Employer agrees to employ employee as an Administrative Officer, and she shall hold the title and rank of Police Captain of the City’s Police Division of the Public Safety Department; or as a higher or different ranking Administrative Officer of the City which may by ordinance be created or combined in a manner deemed necessary or advisable for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

Section 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager

pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign, retire or separate her employment/position with the City.
- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

Section 3. TERMINATION OF EMPLOYMENT

This Agreement, and the Employee's employment, may be terminated with or without cause subject to the following.

- A. The City Manager may terminate this Agreement with or without written notice of termination.
- B. Upon separation the Employee shall be entitled to compensation earned prior to the date of separation as provided for in this Agreement, computed pro rata up to and including the date of separation. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of separation. Any money owed to the city at the time of separation shall be deducted from the Employee's final payouts or paid by the Employee if the monies owed exceed the final payouts.
- C. Employee may, within ten (10) days of termination by the City, petition the Council to hear the facts regarding the termination, and in such case the Council may, in its sole discretion, grant or deny a timely request for a hearing before Council. In the event Council grants a timely request for a hearing, Council may conduct a hearing according to procedures and rules established by Council and inquire into such facts and may make such decision in the matter as it deems proper. In the event no petition is filed by employee within ten (10) days of termination by the City, the City shall: 1) pay Employee severance pay equal to three (3) month's salary; and , 2) the City shall pay health, dental, vision, disability and life insurance benefits for the Employee from the date of termination by the city plus three (3) months; and, 3) the City shall deposit into a

retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after termination by the City.

- D. Employee may resign, retire or otherwise voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall not be entitled to any severance pay or benefits in the event of such a termination by employee. Except as otherwise may be required by law, termination by the Employee on less than 30 days written notice shall result in forfeiture of the right to receive any payments or benefits that would otherwise be payable.

Section 4. DEATH AND DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties (with or without reasonable accommodation) because of sickness, death, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, City shall have the option to terminate this Agreement without severance pay or benefits if Employee (and/or Employee's designated beneficiary) is eligible to receive death and/or disability insurance benefits provided under the Schedule of Benefits.

Section 5. SALARY AND BENEFITS

Effective August 20th, 2019, City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of seventy-five thousand (75,000.00) Dollars, payable in bi-weekly payroll at the same time as other general employees of the City are paid. This salary may be review by the City Manager at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through a group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

Section 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same,

shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

Section 7. BUSINESS EXPENSES

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Section 8. AUTOMOBILE

Employee shall have exclusive use of a City owned and provided motor vehicle at all times during her employment as an appointed official who holds an office of a Police Captain, department head or any other additional management level administrative office. The City Manager shall determine the make, model, year and equipment for the vehicle and whether to lease or purchase it, and shall be responsible for the costs of insurance, operation, maintenance and repair. However, the City shall not be responsible for the cost of operation (e.g., gasoline) for strictly personal use of the vehicle outside Oakland County.

Section 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

Section 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

Section 11. NOTICES

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Section 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by signed, written agreement of the parties. This Agreement shall be interpreted as if drafted by all parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee. No waiver of any breach of this Agreement shall be valid unless in writing acknowledged and accepted by the waiving party and no such waiver shall be deemed a waiver of any other provision or breach.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.
- G. Complete Agreement. The parties further understand and agree that they are not executing this Agreement in reliance on any promise, representation, or guarantee not expressly contained in this Agreement and further agree that this Agreement contains the entire understanding and Agreement of the Parties concerning all terms and conditions of employment. This Agreement supersedes, rescinds and replaces all prior/past negotiation, practices, agreements and proposed agreements, written or oral, regarding an and all terms and/or conditions of employment or service.
- H. The Parties represent that they have been afforded a reasonable opportunity to have this Agreement reviewed by independent counsel of their choice and have had the opportunity to consider any recommendations offered by their counsel, if any. The Parties further

represent that they have read this Agreement, know the contents, and have signed this Agreement of their own free act.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and Deputy City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

October 16, 2019
Date

By: Heather Kolke
HEATHER M. KOLKE, Employee

October 16, 2019
Date

By: L. Dennis Whitt
L. DENNIS WHITT, City Manager

October 16, 2019
Date

By: Chelsea Pesta
CHELSEA PESTA, Asst. City Manager

October 16, 2019
Date

By: Linda S. Ackley
Witness: LINDA S. ACKLEY, Mayor

October 16, 2019
Date

By: Jennifer A. Stuart
JENNIFER A. STUART, City Clerk



**EMPLOYMENT AGREEMENT
HEATHER M. KOLKE
SCHEDULE OF BENEFITS**

Funeral Leave

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employees' spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

Vacation

None

Paid Time Off

Section 1. PAID TIME OFF (PTO) ALLOCATION

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1 and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

0 - ⁴ 15 Years	<i>JW</i>	120 Hours
⁵ 10 - 15 Years	<i>JW</i>	160 Hours
¹⁰ 15 Years and Over	<i>JW</i>	220 Hours

Section 2. USE OF PTO

PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.

Holidays

The following days shall be considered recognized and observed paid holidays:

- | | |
|------------------|---------------------------|
| 1. New Years Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Day after Thanksgiving |
| 3. 4th of July | 8. December 24th |
| 4. Labor Day | 9. Christmas Day |
| 5. Good Friday | 10. December 31st |

Sick Leave

None

Longevity

None.

Retirement

Section 1. PENSION PLAN BENEFITS

The Employee will be enrolled in a MERS pension division with a 1.5% multiplier, 5% employee contribution, 3-year FAC on the base wage, unreduced early retirement of 55/25.

Section 2. DEFERRED COMPENSATION PLAN

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

Section 3. OTHER RETIREMENT BENEFITS

Upon retirement, the City shall present the Employee with a retired Police Captain's badge indicating the highest rank achieved (unless further promoted) and identification.

Other Benefits

Section 1. HEALTHCARE BENEFITS

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

Section 2. PRESCRIPTION DRUG PROGRAM

See Section 1.

Section 3. VISION CARE PLAN

See Section 1.

Section 4. DENTAL PROGRAM .

See Section 1.

Section 5. LIFE INSURANCE

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

Section 6. UNEMPLOYMENT INSURANCE

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

**Section 7. SICKNESS AND ACCIDENT INSURANCE
(NON-WORK RELATED)**

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks, and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

Section 8. SICK AND ACCIDENT COVERAGE (POST JULY 1, 2007)

See Section 7.

Section 9. RETIREE HEALTH CARE

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses. All deposits will be immediately vested.

Section 10. OPTING OUT OF HEALTH INSURANCE COMPENSATION

None.

Section 11. DUTY/WORK CONNECTED DISABILITY

A duty disability leave shall mean a leave as a result of the Employee incurring a compensable duty related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of duty related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at

the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

Section 12. NON-DUTY DISABILITY

See Section 7.

Personal Business Days

Upon execution of this agreement no personal business days will be accrued by the Employee.

Uniform/Protective Gear Allowance

If the Employee is required to wear a uniform by Administrative Order: the uniform(s) will be provided by the City.

Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the Employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00)
3. Reimbursement is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.

5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition
6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City and be deducted from the employee final payout or be paid by the employee if the employee's final payouts do not cover the cost.

Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the “City”, and DAN LADD, referred to as the “Employee”, both of whom understand as follows:

RECITALS:

Employee is deemed part of the City’s Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee has served respectively as a Public Works Laborer, Lead Worker & Crew Leader, and as the City Manager’s Public Works liaison to various boards and commissions on numerous occasions.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employer desires for the Employee to continue as an employee in the Administrative Service of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, leadership training and military service and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as a member of the Administrative Service, and he shall hold the title of Lead Work & Crew Leader; or different employment or an Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and duties of the respective job appointments, or administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.



SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.
- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee's employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.
- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of discharge.
- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:
 - 1. Severance pay: Compensation equal to three (3) month's salary
 - 2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months



3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.

D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$ 71,462.00, payable in installments at the same time as other general employees of the City are paid. This salary may be increase after review by the City Manager or at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The



evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City owned motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his City office address and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.



SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

4/18/19
Date

By: *Dan Ladd*
DAN LADD, Employee

04/17/2019
Date

By: *Alexander Whitt*
L. DENNIS WHITT, City Manager

4/18/2019
Date

By: *Chelsea A. Pesta*
Witness: CHELSEA A. PESTA, Assistant City Manager

4/18/2019
Date

By: *Jennifer Stuart* (SEAL)
JENNIFER STUART, City Clerk



**EMPLOYMENT AGREEMENT
DAN LADD
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee's spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1 and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

15 Years and Over	296 Hours
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2.2 Use of PTO

Except as provided below PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.



SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Day after Thanksgiving |
| 3. 4th of July | 8. December 24th |
| 4. Labor Day | 9. Christmas Day |
| 5. Veteran's Day | 10. December 31st |

SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS). Effective September 1, 2013 the benefit multiplier bridged down from 2.25% to 1.7%. Final Average Compensation (FAC) will be calculated using the frozen FAC-5 method. Other pension options include FAC-5, 10 year vesting, with an unreduced retirement allowance at age 55 with 20 years of service to the City.

MERS wages shall be comprised of the annual base salary as used to compute the employee's hourly rate and all contributions from the City and deductions from the employee will be based on the base wage. Employee shall contribute five percent (5.00%) of his wages toward the cost of his pension plan, based on the employee's base wages, for the life of this Agreement.

5.2 Deferred Compensation Plan

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

5.3 Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested.



5.5 Other Retirement Benefits

None.

SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 1.25 times the Employee's salary plus \$5,000.00 rounded up with a maximum of \$100,000.00.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:



Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any “no-fault” motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee’s health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work-related disability leave shall mean a leave as a result of the Employee incurring a compensable work-related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker’s Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee’s net pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee’s health, dental, vision, life and disability insurance premiums not to exceed one (1) year.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.



6.11 Non-Work-Related Disability

See Section 6.8.

SECTION 7. OTHER BENEFITS

7.1 Uniform/Protective Gear

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

7.2 Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition, registration and graduation fees for undergraduate and postgraduate degree credits. The City will pay for or reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement or payment is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.



6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.



EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and Chelsea A. Rodgers, referred to as the "Employee", both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

The City Manager has assigned Ms. Chelsea Rodgers to various offices and positions during her employment, including, Confidential Administrative Assistant to the City Manager, Freedom of Information Act Coordinator, Deputy City Clerk for Elections, Deputy City Treasurer, Recording Secretary for the Planning Commission, Public Works Services Coordinator, Treasurer of the Resource Recovery and Recycling Authority of Southwest Oakland County, Street Administrator, Deputy Managing Director of the Downtown Development Authority (DDA), and Managing Director of the DDA; and on April 16, 2016 the Employee was appointed to the administrative position of Assistant City Manager.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, training and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and she shall hold the administrative title of Assistant City Manager; or different Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and



duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee's employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.

- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of discharge.

- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it



considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:

1. Severance pay: Compensation equal to three (3) month's salary
2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months
3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.

D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$82,500.00, payable in installments at the same time as other general employees of the City are paid. This salary may be reviewed by the City Manager at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.



SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of her duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City owned motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or



addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his place of residence and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

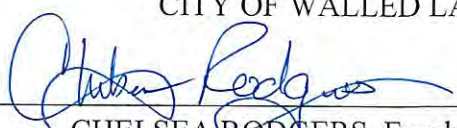
SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

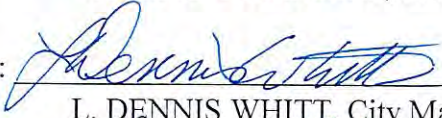
IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE


6/22/2017
Date

By: 
CHELSEA RODGERS, Employee


6/22/2017
Date

By: 
L. DENNIS WHITT, City Manager

6/22/2017
Date

By: 
Witness: LINDA S. ACKLEY, Mayor

6/22/2017
Date

By:  (SEAL)
JENNIFER A. STUART, City Clerk



**EMPLOYMENT AGREEMENT
CHELSEA A. RODGERS
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee's spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1, and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

Up to – 15 Years	220 Hours
15 Years and Over	296 Hours

2.2 Use of PTO

Except as provided below PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.



SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Day after Thanksgiving |
| 3. 4th of July | 8. December 24th |
| 4. Labor Day | 9. Christmas Day |
| 5. Veteran's Day | 10. December 31st |

SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS) Administrative Division #12 which has a 1.5% multiplier, 3 year vesting, 3 year final average compensation (FAC), 1.0% annual cost of living increase, 3.0% employee contribution with an early retirement allowance at age 55 with 25 years of service to the City of Walled Lake.

5.2 Deferred Compensation Plan

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

5.3 Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested. The City will buy out the retiree health obligation by making a contribution into the Healthcare Savings Program as stipulated above equal to \$25,000 times the number of pay-periods employed by the Employee since December 23, 1999 plus \$3,000 prorated for each year of employment. Said contribution will be made over one more



years to full amount of applicable IRS or Healthcare Saving Program limitations until paid in full. The City will not pay interest to the Employee during the contribution timeframe.

5.4 Other Retirement Benefits

None.

SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:



Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any “no-fault” motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks, and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee’s health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work related disability leave shall mean a leave as a result of the Employee incurring a compensable work related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker’s Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee’s net pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee’s health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City’s retirement plan, be retired under the City retirement plan.



6.11 Non-Work Related Disability

See Section 6.8.

SECTION 7. OTHER BENEFITS

7.1 Uniform/Protective Gear

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

7.2 Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.



6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.



EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and MIRANDA GROSS, referred to as the "Employee", both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee has served as a Student Intern for the Administrative Offices, Student Intern to the Finance Department, Student Intern to the Office of the City Clerk, Student Intern to the Office of the City Manager, Confidential Assistant to the City Manager, whereupon she was appointed by the City Manager and the City Clerk to the Office of Deputy City Clerk for Elections.

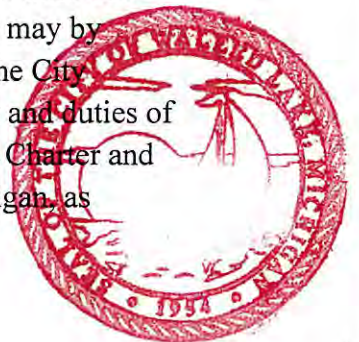
The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, accredited university training and education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and she shall hold the title of Deputy City Clerk; or different Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as



amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee’s performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager’s consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee’s employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.

- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city’s employee benefits policy in existence at the time of discharge.

- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:



1. Severance pay: Compensation equal to three (3) month's salary
2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months
3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.

D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$ 48,000.00, payable in installments at the same time as other general employees of the City are paid. This salary may be increase after review by the City Manager or at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.



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The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

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Employee shall not have exclusive use of a City owned motor vehicle.

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Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or



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SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

4/18/2019
Date

By: Miranda Gross
MIRANDA GROSS, Employee

04/18/2019
Date

By: L. Dennis Whitt
L. DENNIS WHITT, City Manager

4/18/2019
Date

By: Chelsea A. Pesta
Witness: CHELSEA A. PESTA, Assistant City Manager

4-18-19
Date

By: Jennifer Stuart
JENNIFER STUART, City Clerk



**EMPLOYMENT AGREEMENT
MIRANDA E. GROSS
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee's spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

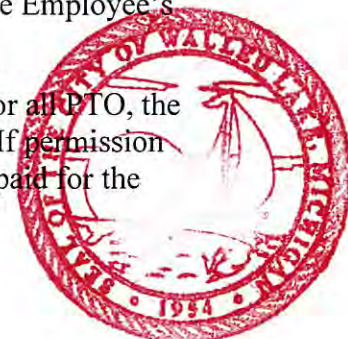
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Up to – 15 Years	220 Hours
15 Years and Over	296 Hours

2.2 Use of PTO

Except as provided below PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.



SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

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| 1. New Year's Day | 6. Thanksgiving Day |
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SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS) Administrative Division #12 which has a 1.5% multiplier, 3-year vesting, 3-year final average compensation (FAC), 1.0% annual cost of living increase, 3.0% employee contribution with an early retirement allowance at age 55 with 25 years of service to the City of Walled Lake.

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The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested.

5.5 Other Retirement Benefits

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SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 1.25 times the Employee's salary plus \$5,000.00 rounded up with a maximum of \$100,000.00.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory



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Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work-related disability leave shall mean a leave as a result of the Employee incurring a compensable work-related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

6.11 Non-Work-Related Disability

See Section 6.8.



SECTION 7. OTHER BENEFITS

7.1 Uniform/Protective Gear

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

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In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition, registration and graduation fees for undergraduate and postgraduate degree credits. The City will pay for or reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement or payment is available only to the Employee if she wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty



The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.



EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and Paul Shakinias, referred to as the "Employee" (collectively "Parties"), both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6. of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee served as the interim Chief of Police of the City of Walled Lake from December 2, 2009 to March 15, 2011 whereupon he was promoted to a department head position with the rank of Chief of Police.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the city and the City Manager and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION I. DUTIES

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, training and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and he shall hold the title and rank of Chief of Police of the City Police Department; or the rank of Chief of the Police Division of the Public Safety Department; or a higher or different ranking Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as

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amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. TERMINATION OF EMPLOYMENT

This Agreement, and the Employee's employment, may be terminated with or without cause subject to the following:

- A. The City Manager may terminate this Agreement with or without written notice of termination.

- B. Upon separation the Employee shall be entitled to compensation earned prior to the date of separation as provided for in this Agreement, computed pro rata up to and including the date of separation. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of separation. Any money owed to the city at the time of separation shall be deducted from the Employee's final payouts or paid by the Employee if the monies owed exceed the final payouts.

- C. The Employee may, within ten (10) days of termination petition the Council to hear the facts regarding the termination, and in such case the Council may, in its sole discretion, grant or deny a timely request for a hearing before Council. In the event Council grants a



timely request for a hearing, Council may conduct a hearing according to procedures and rules established by Council and inquire into such facts and may make such decision in the matter as it deems proper. In the event no petition is filed by Employee within ten (10) days of termination by the City, the City shall: 1) pay Employee severance pay equal to three (3) month's salary; and, 2) the City shall pay health, dental, vision, disability and life insurance benefits for the Employee from the date of termination by the City plus three (3) months; and, 3) the City shall deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after termination by the City.

- D. Employee may resign, retire or otherwise voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall not be entitled to any severance pay or benefits in the event of such a termination by Employee. Except as otherwise may be required by law, termination by the Employee on less than 30 days written notice shall result in forfeiture of the right to receive any payments or benefits that would otherwise be payable.

SECTION 4. DEATH AND DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, death, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, City shall have the option to terminate this Agreement without severance pay or benefits if Employee (and/or Employee's designated beneficiary) is eligible to receive death and/or disability insurance benefits provided under the Schedule of Benefits.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of One Hundred Fifteen Thousand (\$115,000.00) Dollars, payable in installments at the same time as other general employees of the City are paid.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.



OR

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee. Beginning January 1, 2024, upon receiving a satisfactory performance evaluation for the previous year's work, the Employee shall receive a minimum cost of living increase in base salary equal to the percentage increase on the Consumer Price Index for Urban Wage Earners (CPI-W) issued by the U.S. Department of Labor. If the employee requests to schedule the annual review by June 30th of each year and the City Manager is unable to schedule a review then starting in calendar year 2024, the employee will be considered to have received a satisfactory evaluation.

SECTION 7. BUSINESS EXPENSES

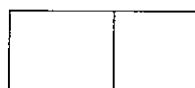
The City Manager, in accordance with its approved budgets and rules and regulations that the City Council or City Manager may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions reasonably and materially pertinent to any office created pursuant to City Charter, or pursuant to a city ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall have exclusive use of a City owned and provided motor vehicle at all times during his employment as an appointed official who holds an office of a division head, department head or any other additional management level administrative office. The City Manager shall determine the make, model, year and equipment for the vehicle and whether to lease or purchase it, and shall be responsible for the costs of insurance, operation, maintenance and repair. However, the City shall not be responsible for the cost of operation (e.g., gasoline) for strictly personal use of the vehicle outside Oakland County.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to



compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

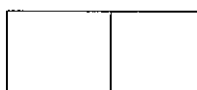
The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law. Employee shall not make application for or negotiate for other government employment as Chief of Police for two years after the execution of this agreement without approval of the City Manager.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices. Any mailed notices to the Employee shall be sent to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by signed, written agreement of the parties. This Agreement shall be interpreted as if drafted by all parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee. No waiver of any breach of this Agreement shall be valid unless in writing acknowledged and accepted by the waiving party and no such waiver shall be deemed a waiver of any other provision or breach.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.



- G. Complete Agreement. The Parties further understand and agree that they are not executing this Agreement in reliance on any promise, representation, or guarantee not expressly contained in this Agreement and further agree that this Agreement contains the entire understanding and agreement of the Parties concerning all terms and conditions of employment. This Agreement supersedes, rescinds and replaces all prior/past negotiation, practices, agreements and proposed agreements, written or oral, regarding any and all terms and/or conditions of employment or service.
- H. The parties represent that they have been afforded a reasonable opportunity to have this Agreement reviewed by independent counsel of their choice and have had the opportunity to consider any recommendations offered by their counsel, if any. The Parties further represent that they have read this Agreement, know the contents, and have signed this Agreement of their own free act.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on its behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

01.20.2022
Date

By: Paul Shakin
PAUL SHAKINAS, Employee

1/20/2022
Date

By: L. Dennis Whitt
L. DENNIS WHITT, City Manager

1/20/2022
Date

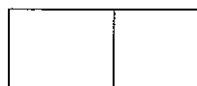
By: Linda Ackley
LINDA ACKLEY, Mayor

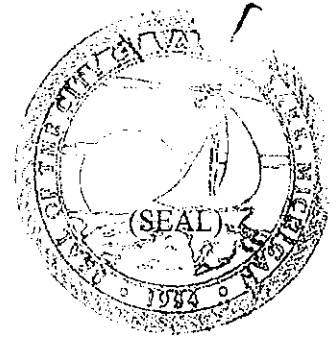
1/20/2022
Date

By: Chelsea Pesta
CHELSEA PESTA, Asst. City Manager

1/20/2022
Date

By: Jennifer A. Stuart
JENNIFER A. STUART, City Clerk





**EMPLOYMENT AGREEMENT
PAUL J. SHAKINAS
SCHEDULE OF BENEFITS**

FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employees' spouse
2. Child, Brother, or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Stepparents and step-children

VACATION

None.

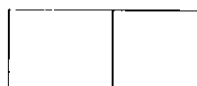
PAID TIME OFF

SECTION 1. Paid Time Off (PTO) Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1 and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

15 Years and Over

296 Hours



SECTION 2. Use of PTO

Except as provided below PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager or unable to use any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO in excess of 40 hours at straight time rates the 1st pay in July.

HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

- | | |
|------------------|---------------------------|
| 1. New Years Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Day after Thanksgiving |
| 3. 4th of July | 9. December 24th |
| 4. Labor Day | 10. Christmas Day |
| 5. Veteran's Day | 11. President's Day |
| 6. Good Friday | 12. December 31st |

SICK LEAVE

None.

LONGEVITY

None.

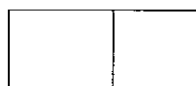
RETIREMENT


SECTION 1. Pension Plan Benefits

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS) benefit C-1 (Admin Unit #13), which has a 1.5% multiplier, 6-year vesting, 3-year final average compensation (FAC), 2.5% annual cost of living increase, 5.25% employee contribution with an early retirement allowance at age 50 with 25 years of MERS service. Pensionable wages will be restricted to the base wage and only the base wage will be considered in computing the FAC.

SECTION 2. Bridging Down of Pension Benefits

On July 1, 2020, the employee bridged down from Administrative Unit #11, which has a 2.5% multiplier with an early retirement allowance at age 50 with 25 years of service, to Administrative Unit #13 (1.5% multiplier) using the frozen FAC-3 method.





SECTION 3. Deferred Compensation Plan

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

SECTION 4. Other Retirement Benefits

Upon retirement, the City shall present the Employee with his duty weapon, retired peace officer's badge indicating the highest rank achieved, retired police identification and pay the cost of the retiree's first CPL permit.

OTHER BENEFITS

SECTION 1. Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

SECTION 2. Prescription Drug Program

See Section 1.

SECTION 3. Vision Care Plan

See Section 1.

SECTION 4. Dental Program

See Section 1.

SECTION 5. Life Insurance

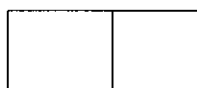
The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

SECTION 6. Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

SECTION 7. False Arrest Insurance

When applicable the City shall pay the premiums and provide to the Employee a policy of false arrest insurance.



SECTION 8. Sickness, Accident and Non-Duty Disability Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

SECTION 9. Sick and Accident Coverage

See Section 8.

SECTION 10. Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

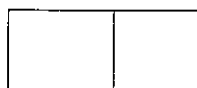
The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses. All deposits will be immediately vested.

SECTION 11. Opting Out of Health Insurance Compensation

None.

SECTION 12. Duty/Work Connected Disability

A duty disability leave shall mean a leave as a result of the Employee incurring a compensable duty related illness or on-the-job injury while in the employment of the City. In order to be



eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of duty related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but understanding that there will be a coordination of benefits between all groups.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

SECTION 13. Non-Duty Disability

See Section 8.

SECTION 14. Uniform/Protective Gear Allowance

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) and equipment will be provided by the City.

SECTION 15. Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training and credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits required by the City. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.



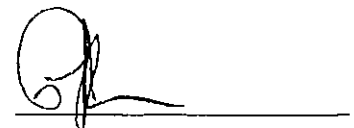
2. Reimbursement is available only to the Employee if he has been directed by the City to attend a specialized course of study to pursue the completion of a second undergraduate and/or additional post graduate degree or certificate.
3. All schools and courses shall be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
4. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
5. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City and be deducted from the employee final payout or be paid by the employee if the employee's final payouts do not cover the cost.

SECTION 16. Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

SECTION 17. Military Service

Leave of absence for military service will be granted in accordance with applicable law.



EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and Jennifer A. Stuart, referred to as the "Employee", both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Employee has served as an Administrative Officer in a department created by ordinance of the City Council and is under the administrative direction of the City Manager pursuant to Section 4.7 of the City Charter.

Employee has served as a Deputy Managing Director of the Downtown Development Authority, Deputy City Treasurer, and Deputy City Clerk, whereupon she was appointed by the City Manager to the office of City Clerk.

The City Manager has the power to appoint, subject to confirmation by the Council, the employee as an Administrative Officer of the City and the City Manager and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Manager, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, training and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and she shall hold the title of City Clerk; or different Administrative Office of the City which may by ordinance be created or combined in a manner deemed necessary or advisable by the City Manager for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without the City Manager's consent.

SECTION 3. DISCHARGE OF EMPLOYMENT

This Agreement, and the Employee's employment, may be discharged with or without cause subject to the following:

- A. The City Manager may discharge this Agreement with or without written notice of discharge.

- B. Upon discharge the Employee shall be entitled to compensation earned prior to the date of discharge as provided for in this Agreement, computed pro rata up to and including the date of discharge. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of discharge.

- C. The Employee may, within ten (10) days of discharge petition the Council to hear the facts regarding the discharge, and in such case the Council may, in its sole discretion, hold a hearing and inquire into such facts and may make such decision in the matter as it considers proper. In lieu of petitioning the Council for a hearing the Employee shall receive:

- 1. Severance pay: Compensation equal to three (3) month's salary

2. Severance benefit: City paid health, dental, vision, disability and life insurance benefits from the date of discharge plus three (3) months
 3. Severance benefit: A deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's pension and retiree health care plan during the three (3) month period commencing after discharge.
- D. Employee may voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Manager. The Employee shall receive no compensation or severance other than compensation and benefits for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, the City Manager shall have the option to terminate this Agreement, subject to the requirements of Section 3 but excluding the 'Severance pay' requirements in Section 3.C.1 and also excluding the Schedule of Benefits, Other Benefits, Section 8 'Continuing Health Care Coverage' requirement.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of \$ 82,500.00, payable in installments at the same time as other general employees of the City are paid. This salary may be reviewed by the City Manager at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Manager may annually review and evaluate the performance of Employee, on a date to be set by the City Manager. Any review and evaluation shall be in accordance with criteria established by the City Manager and provided to Employee, and in the absence of same,

shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Manager may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of her duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City owned motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as an Administrative Officer of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his place of residence and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on this behalf by its City Manager and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

6/22/2017
Date

By: Jennifer A. Stuart
JENNIFER A. STUART, Employee

6/22/2017
Date

By: L. Dennis Whitt
L. DENNIS WHITT, City Manager

6/22/2017
Date

By: Linda S. Ackley
Witness: LINDA S. ACKLEY, Mayor

6/22/2017
Date

By: Chelsea A. Rodgers (SEAL)
CHELSEA A. RODGERS, Deputy City Clerk



**EMPLOYMENT AGREEMENT
JENNIFER A. STUART
SCHEDULE OF BENEFITS**

SECTION 1. FUNERAL LEAVE

The City Manager may grant funeral leave upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employee's spouse
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

SECTION 2. PAID TIME OFF (PTO)

2.1 PTO Allocation

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given at the beginning of each July 1, and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

Up to – 15 Years	220 Hours
15 Years and Over	296 Hours

2.2 Use of PTO

Except as provided below PTO must be taken during the year given and no more than 40 hours may be carried over to the following year with the approval of the City Manager. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event that the Employee is prevented by the City Manager from taking any or all PTO, the City Manager may allow such unused PTO to be taken during the following year. If permission to take the unused PTO the subsequent year is not granted, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.

SECTION 3. HOLIDAYS

The following days shall be considered recognized and observed paid holidays:

- | | |
|-------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Memorial Day | 7. Day after Thanksgiving |
| 3. 4th of July | 8. December 24th |
| 4. Labor Day | 9. Christmas Day |
| 5. Veteran's Day | 10. December 31st |

SECTION 4. LONGEVITY

None.

SECTION 5. RETIREMENT BENEFITS

5.1 Pension Plan Benefits

The employee's original full-time date of hire with the City is August 15, 2005 and this employment agreement intends that the Employee shall be in the Michigan Municipal Employees Retirement System (MERS) Administrative Division #11 with the full benefits of said division including the 2.5% multiplier and requiring a 5.25% Employee contribution.

5.2 Bridging Down of Pension Benefits

Beginning on July 1, 2020 pensionable wages will be restricted to the base wage and only the base wage will be considered in computing the FAC. Effective July 1, 2020 the benefit multiplier will bridge down from 2.5 to 1.5 and the FAC will be calculated using the frozen FAC-3 method.

5.3 Deferred Compensation Plan

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

5.4 Retirement Healthcare

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

All deposits will be immediately vested. The City will buy out the retiree health obligation by making a contribution into the Healthcare Savings Program as stipulated above equal to \$25.00 times the number of pay-periods employed by the Employee since December 23, 1999 plus \$3,000 prorated for each year of employment. Said contribution will be made over one more years to full amount of applicable IRS or Healthcare Saving Program limitations until paid in full. The City will not pay interest to the Employee during the contribution timeframe.

5.5 Other Retirement Benefits

None.

SECTION 6. INSURANCE BENEFITS

6.1 Healthcare Benefits

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

6.2 Prescription Drug Program

See Section 6.1

6.3 Vision Care Plan

See Section 6.1.

6.4 Dental Program

See Section 6.1.

6.5 Life Insurance

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

6.6 Unemployment Insurance

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

6.7 False Arrest Insurance

When applicable the City shall pay the premium and provide to the Employee a policy of false arrest insurance.

6.8 Sickness and Accident Insurance (Non-Work Related)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks, and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

6.9 Opting Out of Health Insurance Compensation

None.

6.10 Work Related Disability

A work related disability leave shall mean a leave as a result of the Employee incurring a compensable work related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social

Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

6.11 Non-Work Related Disability

See Section 6.8.

SECTION 7. OTHER BENEFITS

7.1 Uniform/Protective Gear

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

7.2 Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. To continually promote education within the City's administration during the term of this agreement the employee holding a job-related master's degree from an accredited college or university shall receive additionally a one-time salary increase to the base salary of five thousand dollars (\$5,000.00).
3. Reimbursement is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
4. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S.

Department of Education and included in their Office of Postsecondary Education's database.

5. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
6. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

7.3 Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

7.4 Military Service

Leaves of absence for military service will be granted in accordance with applicable law.



Proposed 01/15/2019
Resolution 2019- ____ "Exhibit A"

EMPLOYMENT AGREEMENT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and Vahan Charles Vanerian, referred to as the "Employee" (collectively "Parties"), both of whom understand as follows:

RECITALS:

Employee is an appointed Administrative Officer in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Prior to execution of this agreement, Employee has served as an Administrative Officer in a capacity provided by City Charter.

The City Council has the power to appoint and employ Employee as an Administrative Officer of the City and the City Council and the Employee desire for the Employee to continue as an Administrative Officer of the City according to the following employment terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Council, according to Section 4.6 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, professional accreditation and licensure, training and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as an Administrative Officer, and he shall hold the title of City Attorney; and/or a higher or different Administrative Office or duty of the City which may be assigned, created or combined by the City in a manner deemed necessary or advisable for the proper and efficient operation of the city as provided by section 4.6 of the City Charter, to perform the functions of the assigned administrative duties, office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned. Pursuant to section 4.7 of the City Charter, City Council may place Employee under the administrative direction of the City Manager relative to any non-attorney administrative services or duties assigned, performed

or undertaken by employee on behalf of the City and shall at all times be under the direct supervision and direction of City Council relative to any attorney services or duties assigned, performed or undertaken by employee on behalf of the City.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed and employed by the City for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign, retire or separate his employment/ position with the City.

- C. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict or unreasonably interferes with the interests of employee's performance of functions and duties as an Administrative Officer or (ii) that prevent employee from attending City Council and other meetings that are part of the duties as an Administrative Officer. Employee shall not directly or indirectly render any compensated or uncompensated services of business, commercial, or professional nature to any person or organization that directly or indirectly does business with the City without City Council's consent.

SECTION 3. TERMINATION OF EMPLOYMENT

This Agreement, and the Employee's employment, may be terminated with or without cause subject to the following:

- A. The Walled Lake City Council may terminate this Agreement with or without advance written notice of termination.

- B. Upon separation the Employee shall be entitled to compensation earned prior to the date of separation as provided for in this Agreement, computed pro rata up to and including the date of separation. The employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city's employee benefits policy in existence at the time of separation.

- C. The Employee may, within ten (10) days of termination by the City Council, petition the Council to hear the facts and evidence regarding the termination by serving a written request for hearing on the City Clerk. The Council may, in its sole discretion, grant or

deny a timely request for a hearing before Council. In the event Council grants a timely request for a hearing, Council shall conduct a hearing at the next regularly scheduled Council meeting according to procedures and rules established by Council and inquire into such facts and may make such decision in the matter as it deems proper. In the event of a termination by the City and no timely petition is filed by employee, or a timely request for hearing is denied, or the decision to terminate is affirmed after hearing, the decision to terminate shall be deemed final and the City shall: 1) pay Employee a lump severance payment equal to twelve (12) month's salary within fourteen days if the City terminates employee prior to the four (4) year anniversary date of this agreement. If the City terminates employee after the four (4) year anniversary date of this agreement, the amount of the severance payment shall be equal to six (6) month's salary; and, 2) the City shall pay health, dental, vision, disability insurance benefits for the Employee from the date of termination by the City plus six (6) months; and, 3) the City shall deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's retirement plan during the six (6) month period commencing after termination by the City. In the event Employer fails or refuses to make complete and timely payment of the severance payment and benefits provided by this subparagraph, interest on any untimely or unpaid severance shall accrue at the rate of seven percent (7%) per annum and Employer shall be liable to and reimburse Employee for all legal expenses and attorney fees incurred by Employee to collect or enforce the severance payment and/or benefits provided by this agreement.

- D. Employee may voluntarily resign, retire or otherwise voluntarily terminate this Agreement by giving 30 days written notice of termination to the City Clerk. The Employee shall not be entitled to any severance pay or benefits in the event of such a voluntary termination by employee or if employee is terminated by the City for conviction of a felony. Except as otherwise may be required by law, termination by the Employee on less than 30 days written notice shall result in forfeiture of the right to receive any payments or benefits that would otherwise be payable.

SECTION 4. DEATH AND DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, death, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time off, City shall have the option to terminate this Agreement without severance pay or benefits if Employee (and/or Employee's designated beneficiary) is eligible to receive death and/or disability insurance benefits provided under the Schedule of Benefits.

SECTION 5. SALARY AND BENEFITS

Effective February 1, 2019, City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of One Hundred Twenty Five Thousand (\$125,000.00) Dollars, payable in installments at the same time as other general employees of the City are paid. This salary may be reviewed by the City Council at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.

The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits attached hereto and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Council may annually review and evaluate the performance of Employee, on a date to be set by City Council. Any review and evaluation shall be in accordance with criteria established by the City and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from as the City Council may from time to time determine after consultation with Employee.

SECTION 7. BUSINESS EXPENSES

The City Manager, in accordance with its approved budgets and rules and regulations that the City Council may issue from time to time, shall reimburse the Employee for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions reasonably and materially pertinent to any office created pursuant to City Charter, or pursuant to a City Ordinance and held by employee are permitted.

SECTION 8. AUTOMOBILE

Employee shall not have exclusive use of a City provided motor vehicle.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of

Employee's duties as an Administrative Officer and/or employee of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his place of residence and any mailed notices to the Employee to be to the home address on file with the City Clerk. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by signed, written agreement of the parties. This Agreement shall be interpreted as if drafted by all parties.
- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee. No waiver of any breach of this Agreement shall be valid unless in writing acknowledged and accepted by the waiving party and no such waiver shall be deemed a waiver of any other provision or breach.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

- G. Complete Agreement. The Parties further understand and agree that they are not executing this Agreement in reliance on any promise, representation, or guarantee not expressly contained in this Agreement and further agree that this Agreement contains the entire understanding and agreement of the Parties concerning all terms and conditions of employment. This Agreement supersedes, rescinds and replaces all prior/past negotiations, practices, agreements and proposed agreements, written or oral, regarding any and all terms and/or conditions of employment or service.
- H. The Parties represent that they have been afforded a reasonable opportunity to have this Agreement reviewed by independent counsel of their choice and have had the opportunity to consider any recommendations offered by their counsel, if any. The Parties further represent that they have read this Agreement, know the contents, and have signed this Agreement of their own free act.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on its behalf by its City Mayor, Mayor Pro Tem and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

EMPLOYEE:

1-15-19
Date

By: [Signature]
VAHAN C VANERIAN, Employee

EMPLOYER, CITY OF WALLED LAKE:

1-15-19
Date

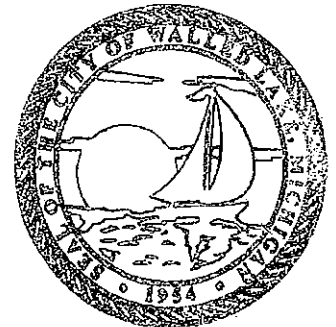
By: [Signature]
LINDA S. ACKLEY, Mayor

1-15-19
Date

By: [Signature]
JOHN OWSINEK, Mayor Pro Tem
Witness

1-15-19
Date

By: [Signature] (SEAL)
JENNIFER STUART, City Clerk



**EMPLOYMENT AGREEMENT
VAHAN C. VANERIAN
SCHEDULE OF BENEFITS**

Funeral Leave

Funeral leave shall be granted upon the death of immediate family upon the specific circumstances of the request from the Employee. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee shall be granted an automatic leave of three (3) days with pay. With the approval of the City Manager, the Employee may be granted such a leave for up to six (6) days with pay.

Immediate family is defined as follows:

1. Employees' wife
2. Child, Brother or Sister
3. Parent
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and step-children

Vacation

Upon execution of this agreement no further vacation time will be accrued by the Employee. Paid time off shall be used for vacation time.

Paid Time Off

SECTION 1 **PAID TIME OFF (PTO) ALLOCATION**

Paid time off (PTO) shall be used for vacation, sick and personal time. Eligibility for PTO shall be based upon the Employee's anniversary date in accordance with the following schedule. PTO is acknowledged to be earned and given July 1st each year and is based on the seniority attained in the previous fiscal year, and no portion of said PTO is accrued in one year to be payable in the next.

Up to – 5 Years	24 days
5 Years and Over	28 days

SECTION 2 **USE OF PTO**

Except as provided below PTO must be taken during the year given provided no more than 5 unused days may be carried over to the following year. PTO may be used in half day increments. PTO will be granted at such times during the year as are suitable for the efficient operation of the City. PTO may be split providing such scheduling does not interfere with the operations of the Employee's department.

In the event the Employee is prevented by the City from taking any or all PTO, such unused PTO may be taken during the following year or, at the Employee's election, the Employee shall be paid for the unused PTO at straight time rates in the 1st pay in July.

Holidays

The following days shall be considered recognized and observed paid holidays:

- | | |
|------------------|---------------------------|
| 1. New Year Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Day after Thanksgiving |
| 3. 4th of July | 9. December 24th |
| 4. Labor Day | 10. Christmas Day |
| 5. Veteran's Day | 11. President's Day |
| 6. Good Friday | 12. December 31st |

Sick Leave

Upon execution of this agreement no further sick time will be accrued by the Employee.

Longevity

None.

Retirement

SECTION 1 DEFINED CONTRIBUTION RETIREMENT BENEFITS

The City shall make annual contributions in an amount equal to four percent (4%) of Employee's base salary to a 401(k), IRA, Roth or other qualifying retirement plan of Employee's choosing.

SECTION 2 BRIDGING DOWN OF PENSION BENEFITS

None.

SECTION 3 DEFERRED COMPENSATION PLAN

The City will offer a deferred compensation program as provided in Section 457 of the Internal Revenue Code to be financed by voluntary salary reduction contributions by the Employee.

SECTION 4 OTHER RETIREMENT BENEFITS

None.

Other Benefits

SECTION 1 HEALTHCARE BENEFITS

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents with coverages comparable to coverage afforded to other City Department heads. The City may change the insurance carrier(s), plan(s) or policies, provided there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

SECTION 2 PRESCRIPTION DRUG PROGRAM

See Section 1.

SECTION 3 VISION CARE PLAN

See Section 1.

SECTION 4 DENTAL PROGRAM

See Section 1.

SECTION 5 LIFE INSURANCE

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

SECTION 6 UNEMPLOYMENT INSURANCE

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

SECTION 7 FALSE ARREST INSURANCE

When applicable the City shall pay the premiums and provide to the Employee a policy of false arrest insurance.

SECTION 8 SICKNESS AND ACCIDENT INSURANCE (NON-WORK RELATED)

The City will provide for the loss of income due to mental or physical disability as follows:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks and will continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.

SECTION 9 SICK AND ACCIDENT COVERAGE (POST JULY 1 2007)

See Section 8.

SECTION 10 RETIREE HEALTH CARE

None.

SECTION 11 OPTING OUT OF HEALTH INSURANCE COMPENSATION

None.

SECTION 12 DUTY/WORK CONNECTED DISABILITY

A duty disability leave shall mean a leave as a result of the Employee incurring a compensable duty related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall promptly report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City, he shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to PTO, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of duty related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.

If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at

the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

SECTION 13 NON-DUTY DISABILITY

See Section 8.

Personal Business Days

Upon execution of this agreement no personal business days will be accrued by the Employee.

Uniform/Protective Gear Allowance

If the Employee is required to wear a uniform by Administrative Order; the uniform(s) will be provided by the City.

Continuing Education Program

In order to maintain a professional department, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

Tuition reimbursement will be allowed for those employees who wish to pursue the completion of an undergraduate and/or graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. Reimbursement is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or who has been directed by the City to attend a specialized course of study.
3. All schools and courses must be approved in writing by the City Manager prior to enrollment. Approval shall not be granted for courses from schools or graduate schools not approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
4. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
5. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT AGREEMENT shall be effective as of the date it has been approved by the Parties and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City" or "Employer", and Vahan Charles Vanerian, referred to as the "Employee" (collectively "Parties"), both of whom understand and agree as follows:

RECITALS:

Employee is an appointed Administrative Employee in the City's Administrative Service created pursuant to Section 4.6 of the City Charter. Prior to execution of this amendment, Employee has served as an Administrative Employee in the City's Administrative Service in a capacity provided by City Charter and approved by Council pursuant to the term and conditions set forth in the Employee's January 15, 2019 Employment Agreement, as amended ("Employment Agreement").

The City, by and through its City Council, has the power to employ Employee as an Administrative Officer of the City who shall serve at the pleasure of Council and the City Council and the Employee desire for the Employee to continue as an Administrative Officer of the City, in addition to any other administrative duties/positions approved and authorized by Council, in accordance with Section 4.6 of the City Charter and the employment terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee as set forth in the Employee's Employment Agreement, as amended.

The Parties are desirous of amending Section 3.C.2) "Severance Benefit" and Section 3.D. of the Employment Agreement by providing for a reduction in the amount and duration of the severance benefit as set forth in this Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend Section 3.C.2) and Section 3.D. of the Employment Agreement as expressly provided by this amendment with the remaining terms and provisions of the Employment Agreement remaining in effect and unchanged except as expressly provided by this Amendment:

SECTION 3. TERMINATION OF EMPLOYMENT

C. 2) **Severance Benefit.** Except as expressly provided by this agreement, upon termination of this Agreement or Employee's Employment the City shall: 1) Within thirty (30) days of termination, pay Employee a lump severance payment equal to thirty (30) months' contractual salary; and, 2) the City shall pay health, dental, vision, disability and life insurance benefits for



the Employee from the date of termination by the City plus six (6) months; and, 3) the City shall deposit into a retirement account of the Employee's choosing the employer portion of the amount that would have been deposited to the Employee's retirement plan during the six (6) month period commencing after termination by the City. In the event Employer fails or refuses to make complete and timely payment of the severance payment and benefits provided by this subparagraph, interest on any untimely or unpaid severance shall accrue at the rate of seven percent (7%) per annum and Employer shall be liable to and reimburse Employee for all legal expenses and attorney fees incurred by Employee to collect or enforce the severance payment and/or benefits provided by this agreement.

D. Employee may voluntarily resign, retire or otherwise voluntarily terminate this Agreement and/or Employee's employment by giving 30 days written notice of termination to the City Clerk. The Employee shall not be entitled to any severance pay or benefits in the event of: 1) a voluntary resignation, retirement or separation by Employee or; 2) if Employee is terminated by the City for conviction of a felony or; 3) death or permanent disability as provided by and subject to Section 4. of the Employment Agreement or; 4) termination of Employee's employment and/or this Agreement by Employer after October 31, 2029. Except as otherwise may be required by law, termination by the Employee on less than 30 days' written notice shall result in forfeiture of the right to receive any payments or benefits that would otherwise be payable.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on its behalf by its City Mayor and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

EMPLOYEE:

5-19-2026
Date

By: [Signature]
VAHAN C VANERIAN, Employee

EMPLOYER, CITY OF WALLED LAKE:

6/2/2024
Date

By: [Signature]
RICHARD GUNTHER, Mayor

5-19-26
Date

By: [Signature]
JENNIFER STUART, City Clerk



EMPLOYMENT AGREEMENT
WITH L. DENNIS WHITT

THIS AGREEMENT shall be effective as of the date it has been fully signed and is by and between the City of Walled Lake, a Michigan municipal corporation, referred to as the "City", and L. DENNIS WHITT, referred to as the "Employee", both of whom understand as follows:

RECITALS:

Employer desires to retain the services of Employee as City Manager of the City of Walled Lake, and to establish certain terms of compensation and benefits, conditions of employment, and working conditions for Employee; and

Employee has served as the City Manager of the City of Walled Lake from May 10, 2010 to present.

Employee desires to accept and continue employment as the City Manager of the City of Walled Lake according to the following terms and conditions for compensation and benefits, conditions of employment, and working conditions for Employee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follow:

SECTION 1. **DUTIES**

Employer, through its City Council, according to Section 4.7 of the Charter of the City of Walled Lake, has appointed Employee solely on the basis of experience, training and accredited university education and subject to all terms and conditions of this Agreement.

Employer agrees to employ Employee as City Manager, and he shall hold such other Administrative Offices of the City which may by ordinance be created or combined in a manner deemed necessary or advisable for the proper and efficient operation of the city, to perform the functions and duties of the respective administrative office or offices in the manner and as specified in the Charter and Code of Ordinances of the City and the Constitution and laws of the State of Michigan, as amended, and to perform such other legally permissible and proper duties and functions as shall from time to time be assigned.

Mayor's Initials

Employee's Initials

Witness' Initials

Handwritten initials for the Mayor, Employee, and Witness. The Mayor's initials are 'JA', the Employee's initials are 'LDW', and the Witness' initials are 'JLO'.

SECTION 2. TERMS AND RESTRICTIONS

- A. Employee is appointed for an indefinite period of time. However, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council pursuant to the City Charter to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign from the position with the City.

- C. The Employee agrees to abide by, and be bound by, all provisions of the City’s Charter, Ordinances, and policies as are in existence, and as may be adopted or amended from time to time, and to abide by the rules, regulations, decisions, and directives of the Walled Lake City Council. The Employee further agrees that he will perform his duties competently and with such skill and care as is necessary to protect the interests of the City. The Employee shall devote his entire productive time, ability, and attention during normal business hours to the business of the City. The Employee shall not, during the term of this Agreement, directly or indirectly, render any services of a business, commercial, or professional nature, whether for compensation or other, to any person or organization, which does business, directly or indirectly, with the City, without the prior consent of the Walled Lake City Council. Employee shall not accept or engage in other employment or business during normal City business hours, (i) that conflict with the interests of Employee’s performance of functions and duties as City Manager or (ii) that prevent Employee from attending City Council and other meetings that are part of the duties as City Manager.

SECTION 3. TERMINATION OF EMPLOYMENT

This Agreement, and the Employee’s employment, may be terminated with or without cause subject to the following:

- A. The City Council may terminate this Agreement with written notice of termination.

- B. Upon separation the Employee shall be entitled to compensation earned prior to the date of separation as provided for in this Agreement, computed pro rata up to and including the date of separation. The Employee shall also be compensated for any accrued leave banks, holiday and other accrued benefits pursuant to the city’s employee benefits policies in existence at the time of separation.

Mayor’s Initials *KA*
Employee’s Initials *[Signature]*
Witness’ Initials *[Signature]*

- C. The City agrees to employ Employee as it’s City Manager, and Employee agrees to perform all duties and responsibilities of the Office of City Manager for a minimum guaranteed term of five (5) years, pursuant to all terms and conditions set forth in this successor Agreement. This term shall commence on January 1, 2018 and shall continue until January 1, 2023, with the Employee compensated at an annual salary in the amount set forth in Section 5 of this Agreement. In the event Employee's employment shall continue after January 1, 2023, unless otherwise agreed in writing pursuant to a subsequent amendment and/or agreement between the parties, Employee's continuing employment beyond this five (5) year term shall be deemed at will and Employee shall be compensated at the rate in effect upon expiration of this five (5) year term. The Walled Lake City Council may terminate Employee's employment prior to expiration of this five (5) year term, provided it is specifically agreed and understood that should the City terminate this agreement and the Employee's employment and compensation during this five (5) year term with or without cause, the Employee will be entitled to severance payments by the City in the amount of the remainder of his annual salary, less applicable deductions, for the remainder of the unexpired balance of this five (5) year term or an amount equivalent to twelve (12) months salary, which ever is greater and the City will pay health, dental, vision, disability and life insurance benefits for the Employee from the date of separation plus twelve (12) months, and the City will deposit into a retirement account of the Employee’s choosing the employer portion of the amount that would have been deposited to the Employee’s pension and retiree health care plan during the twelve (12) month period commencing after separation. Any severance payments authorized pursuant to this agreement shall be considered compensation earned prior to the date of separation and shall be pensionable salary. The City shall have the payments issued for severance under this section added to the final average compensation (FAC) for MERS retirement purposes. Employee forfeits all severance payment rights and entitlements upon conviction of a felony.
- D. In the event Employee desires to terminate this agreement and his employment and compensation prior to expiration of this additional five (5) year term, he shall provide one (1) month advance written notice to the Walled Lake City Council of such termination and shall receive no compensation or severance other than compensation for the remaining thirty (30) days of employment following service of the notice to terminate.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodation) because of sickness, accident, injury, mental incapacity, or ill health for a period of four (4) successive weeks beyond any accrued sick leave or paid time

Mayor's Initials KA
Employee's Initials [Signature]
Witness' Initials [Signature]

off, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 3.

SECTION 5. SALARY AND BENEFITS

The City agrees to pay Employee for services rendered pursuant to this Agreement an annual base salary of One Hundred Sixty Thousand (\$160,000.00) Dollars, payable in installments at the same time as other general employees of the City are paid. This salary may be reviewed by the City Council at the same time as the Employee's performance evaluation provided for in Section 6 of this Agreement.




The Employee shall also be eligible to receive the fringe benefits set forth in the Schedule of Benefits for L. Dennis Whitt, attached hereto, and made a part of this agreement. Any fringe benefit provided through group insurance or self-insurance shall be subject to the terms and conditions in the City's insurance policy or plan. The City reserves exclusively to itself the right to self-insure or to select the insurance carrier and/or to change insurance policies when providing any fringe benefit.

SECTION 6. PERFORMANCE EVALUATIONS

The City Council may annually review and evaluate the performance of Employee, on a date to be set by the City Council. Any review and evaluation shall be in accordance with criteria established by the City Council and provided to Employee, and in the absence of same, shall be based on the functions and duties required to be performed under Section 1. The evaluation criteria may be added to or deleted from, as the City Council may from time to time determine after consultation with Employee. Upon receiving a majority council vote of a satisfactory performance evaluation for the previous year's work, the Employee shall receive a minimum cost of living increase in base salary equal to the percentage increase on the Consumer Price Index for Urban Wage Earners (CPI-W) issued by the U. S. Department of Labor.

SECTION 7. BUSINESS AND PROFESSIONAL DEVELOPMENT EXPENSES

The City Manager shall be reimbursed for documented business expenses properly incurred during the performance of his duties. Dues, memberships, and subscriptions pertinent to any office created pursuant to city charter, or pursuant to a city ordinance and held or supervised by Employee are permitted and the City agrees to pay for registration, travel and accommodation for the seminars, annual conferences and conventions of these professional associations. Employee shall also receive the same uniform and clothing allowance as the sworn officers of the police department.

Mayor's Initials 
Employee's Initials 
Witness' Initials 

SECTION 8. AUTOMOBILE

Employee shall have exclusive use of a City provided motor vehicle at all times during his employment as City Manager. The City Manager shall determine the make, model, year and equipment for the vehicle and whether to lease or purchase it, and the City shall be responsible for the costs of insurance, operation, maintenance and repair. However, the City shall not be responsible for the cost of operation (e.g., gasoline) for strictly personal use of the vehicle outside of the State.

SECTION 9. INDEMNIFICATION

City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand, and/or any other legal action, lawsuit, and/or claim whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager of the City. City shall have the authority to compromise and settle any such claim, action, and/or suit and to pay the amount of any settlement or Judgment rendered thereon.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT




The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time related to the functions, duties or performance of Employee, provided such terms and conditions are not inconsistent or in conflict with this Agreement, the City Charter or Code of Ordinance, and/or any other law.

SECTION 11. NOTICES

Notices pursuant to this Agreement shall be by personal delivery or registered or certified mail, return receipt requested, with notices to the City to be given to the City Clerk at or addressed to the City offices, with a copy delivered or sent by first class mail to the City Manager at his place of residence. Notices shall be considered as given as of the date they are received.

SECTION 12. GENERAL PROVISIONS

- A. This Agreement shall not be assigned by either party.
- B. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- C. This Agreement constitutes the entire agreement between the parties and may not be amended except by written agreement of the parties.

Mayor's Initials 
Employee's Initials 
Witness' Initials 

- D. This Agreement is binding on the successors, heirs and representatives of the parties.
- E. A waiver by the City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of breach by Employee.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force.

IN WITNESS WHEREOF, the City of Walled Lake has caused this Agreement to be signed and executed on its behalf by its Mayor, Mayor Pro Tem and City Clerk pursuant to authorization of the Walled Lake City Council and Employee has signed and executed this Agreement, both in duplicate, on the dates indicated.

CITY OF WALLED LAKE

12/29/2017
Date

By: *L. Dennis Whitt*
L. DENNIS WHITT, City Manager & Employee

12.29.2017
Date

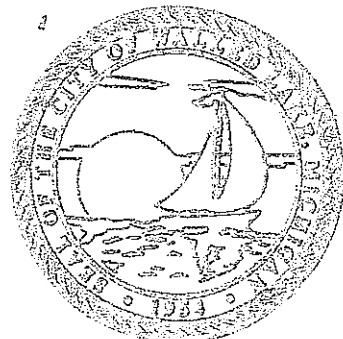
By: *Linda S. Ackley*
LINDA S. ACKLEY, Mayor

12-29-2017
Date

By: *John Owsinek*
JOHN OWSINEK, Mayor Pro Tem
Witness

1-15-2018
Date

By: *Jennifer Stuart* (SEAL)
JENNIFER STUART, City Clerk



**SCHEDULE OF BENEFITS
L. DENNIS WHITT'S**

EMPLOYMENT AGREEMENT

Funeral Leave

The City Manager may take funeral leave upon the death of immediate family. In case of a death occurring in the Employee's immediate family requiring absence from employment, the Employee may be granted an automatic leave of six (6) days with pay.

Immediate family is defined as follows:

1. Employee's Wife
2. Child, Brother or Sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the Employee's household
5. Mother-in Law and/or Father-in-Law
6. Step-parents and Step-children

Vacation

There is no vacation time accrued by the Employee. The remaining vacation leave balance from Employee's date of employment of May 10, 2010 is converted and added to the Employee's PTO bank and may be paid to the Employee at the Employee's standard hourly rate upon his written request.

Paid Time Off

SECTION 1 PAID TIME OFF (PTO) ALLOCATION

Paid time off (PTO) may be used for Employee's vacation, sick and personal time. Employee's PTO is awarded and earned at 32 hours monthly, calculated from May 10, 2010, the date of original employment. Used vacation, sick and personal time calculated from May 10, 2010 to present shall be charged against the PTO bank. Employee's unused PTO bank balance, or incremental portions of the PTO bank may be paid to the Employee at the Employee's standard hourly rate upon his written request and instructions. The Employee will receive one hundred (100%) pensionable salary payments of accumulated PTO upon separation from the City. The Employer shall have the payments made for PTO added to the final average compensation (FAC) for MERS retirement purposes.

Mayor's Initials

Employee's Initials

Witness' Initials

SA
[Handwritten signatures and initials]

In the event of death, the amount shall be paid to the Employee's designated beneficiary.

SECTION 2 USE OF PTO

PTO will be taken at such times during the year as are suitable for the efficient operation of the City. Unused PTO not taken may be paid, upon Employee's request, for the unused PTO at straight time rates and is pensionable for the purposes of MERS

Holidays

The following days shall be considered recognized and observed paid holidays:

- | | |
|------------------|---------------------------|
| 1. New Years Day | 7. Thanksgiving Day |
| 2. Memorial Day | 8. Day after Thanksgiving |
| 3. 4th of July | 9. December 24th |
| 4. Labor Day | 10. Christmas Day |
| 5. Veteran's Day | 11. President's Day |
| 6. Good Friday | 12. December 31st |

When Employee is required to work any portions of a recognized paid holiday he shall be paid eight hours at a straight time hourly rate based on his base salary with such payments being pensionable.

Sick Leave

There is no sick time accrued by the Employee. The remaining sick leave balance from Employee's date of employment of May 10, 2010 is converted and added to the Employee's PTO bank and may be paid to the Employee at the Employee's standard hourly rate upon his written request.

Longevity

There is no longevity accrued by the Employee.


Retirement

SECTION 1 PENSION PLAN BENEFITS

The Employee shall remain in the Michigan Municipal Employees Retirement System (MERS) Administrative Division #11 which has a 2.5% multiplier, 6 year vesting, 3 year final average compensation (FAC), 2.5% annual cost of living increase, 5.25% employee contribution.

SECTION 2 BRIDGING DOWN OF PENSION BENEFITS

Beginning on July 1, 2025 pensionable wages will be restricted to the base wage and only the base wage will be considered in computing the FAC. Effective July 1, 2025 the benefit multiplier



Resolution 2017-87
"Exhibit A"

will bridge down from 2.5% to 1.5% and the FAC will be calculated using the frozen FAC-3 method.

SECTION 3 DEFERRED COMPENSATION PLAN

The City will offer a deferred compensation program (DCP) as provided in Section 457 of the Internal Revenue Code to be financed by the City's annual contributions of five (5) percent of base salary in equal payroll spread installments and such voluntary salary reduction contributions by the Employee as he may elect. Contributions made to the DCP plan as deferred compensation by, or on behalf of, Employee shall be the sole property of the Employee at the time of withdrawal or distribution of these funds in accordance with the agreement with the City and the plan and this Agreement. The Employee shall belong to MERS as required by the Plan and the City and the Employee will continue to contribute to the MERS plan as required.

SECTION 4 OTHER RETIREMENT BENEFITS

Upon retirement, the City shall present the Employee with his duty weapon, retired peace officer's badge indicating the rank of Public Safety Director and identification and pay the cost of the retiree's first Concealed Pistol License permit.

Other Benefits

SECTION 1 HEALTHCARE BENEFITS

The City will provide health, prescription, dental, and vision insurance for the Employee and dependents. The City may change the insurance carrier(s), plan(s) or policies, provided that there is no lapse in coverage and that equivalent benefit levels are maintained. The City will recognize as dependents such definition as noted by the Affordable Care Act and will treat all dependents the same for purposes of expense sharing between the Employee and the City.

SECTION 2 PRESCRIPTION DRUG PROGRAM

See Section 1.

SECTION 3 VISION CARE PLAN

See Section 1.




SECTION 4 DENTAL PROGRAM

See Section 1.

SECTION 5 LIFE INSURANCE

The Employee shall receive the life insurance benefits equal to 2 times the Employee's salary.

SECTION 6 UNEMPLOYMENT INSURANCE

Mayor's Initials 
Employee's Initials 
Witness' Initials 

The City will provide unemployment insurance in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.

SECTION 7 FALSE ARREST INSURANCE

When applicable the City shall pay the premiums and provide to the Employee a policy of false arrest insurance.

SECTION 8 SICKNESS AND ACCIDENT INSURANCE (NON-WORK RELATED)

The City will provide for the loss of income due to sickness and accident based upon the following:

Short-term Disability

The insurance benefit will be sixty (60%) percent of weekly earnings to a maximum of one thousand (\$1000) per week, less any amounts received or to which the Employee is entitled under the mandatory provision of any "no-fault" motor vehicle plan and/or state compulsory benefit act or law. Benefits begin on the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability

The insurance benefit will be sixty (60%) percent of basic monthly earnings not to exceed five thousand (\$5,000) dollars per month, less any other income benefits. Benefits begin after 13 weeks, and would continue until the individual becomes eligible for social security benefits.

Continuing Healthcare Coverage

The City shall continue to pay an Employee's health, dental, vision, life and disability insurance premiums for a maximum of twelve (12) months from the inception of the short-term disability benefit period.




SECTION 9 SICK AND ACCIDENT COVERAGE

See Section 8.

SECTION 10 RETIREE HEALTH CARE

The City Council shall confirm retiree health care for the Employee by resolution.

The City will make monthly contributions of \$125.00 for individual and \$250.00 for two person or family medical coverage into an agreed upon Healthcare Saving Program; provided such program is individually owned and managed, all account expenses are the responsibility of the Employee, funds are accessible after termination of employment with the City, funds will grow tax free and are subject to the IRS limitation on qualified medical expenses.

Mayor's Initials 
Employee's Initials 
Witness' Initials 

All deposits will be immediately vested. The City will buy out the retiree health obligation by making a contribution into the Healthcare Savings Program as stipulated above equal to \$25.00 times the number of pay-periods employed by the Employee since December 23, 1999 plus \$3,000 prorated for each year of employment. Said contribution will be made over one more years to full amount of applicable IRS or Healthcare Saving Program limitations until paid in full. The City will not pay interest to the Employee during the contribution timeframe.

SECTION 11 OPTING OUT OF HEALTH INSURANCE COMPENSATION

None.

SECTION 12 DUTY/WORK CONNECTED DISABILITY

A duty disability leave shall mean a leave as a result of the Employee incurring a compensable duty related illness or on-the-job injury while in the employment of the City. In order to be eligible for duty disability leave, the Employee shall immediately report any illness or injury, however minor, to the City Manager. If Employee is unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

The City shall, for a period not to exceed one (1) year from the date of injury, supplement, without charge to sick leave or vacation, the difference between Worker's Compensation benefits and the regular rate of pay, excluding any overtime pay. The purpose of this section is that the Employee's net pay remains the same through the period of duty related disability.

Additionally, the City will continue to pay the Employee's health, dental, vision, life and disability insurance premiums for this period.

If an Employee is disabled longer than one (1) year, the Employee shall be entitled to receive whatever weekly benefits are available under Michigan Workers Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of the regular pay at the time of disability.




If an Employee suffers a duty disability and it is ascertained that the nature of the injury or illness is such that the Employee will be permanently unable to work, such Employee will be, at the discretion of the City, and if the Employee is eligible under the City's retirement plan, be retired under the City retirement plan.

SECTION 13 NON-DUTY DISABILITY

See Section 8.

Personal Business Days

No personal business days will be accrued by the Employee. The remaining unused balance from Employee's date of employment of May 10, 2010 is converted and added to the Employee's

Mayor's Initials 
Employee's Initials 
Witness' Initials 

PTO bank and may be paid to the Employee at the Employee's standard hourly rate upon his written request.

Uniform/Protective Gear Allowance

Employee is required from time to time to wear a uniform, protective gear and such identifying clothing and expenses for such clothing will be considered a bona fide city expense.

Continuing Education Program

In order to maintain a professional city work force, the City promotes policies and programs designed to provide training credentialing for appointed public officers to enable them to better service the community.

This tuition assistance policy will allow for the Employee, should he wish, to pursue the completion of an additional undergraduate and/or post graduate degree program in a college or university program, whereby the City will pay the cost of tuition, registration, textbook and fees as outlined below.

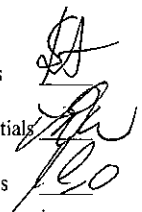
1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate and postgraduate degree credits. The City will reimburse the Employee for the purchase of textbooks, lab fees and related materials.
2. Reimbursement and tuition assistance is available only to the Employee if he wishes to pursue the completion of an undergraduate and/or post graduate degree or certificate or if he has been directed by the City Council to attend a specialized course of study.
3. All schools and courses must be approved by an accrediting agency that is recognized by the U.S. Department of Education and included in their Office of Postsecondary Education's database.
4. The Employee must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
5. If the Employee voluntarily leaves the employment of the City within two years of receiving continuing education; said continuing education costs may be subject to repayment to the City.

Jury Duty

The Employee shall be granted leave while on Jury Duty and will be paid the difference between pay as a juror, and regular pay as an Employee of the City.

Military Service

Leaves of absence for military service will be granted in accordance with applicable law.

Handwritten initials for the Mayor, Employee, and Witness are present in the bottom right corner of the page. The Mayor's initials are at the top, the Employee's initials are in the middle, and the Witness's initials are at the bottom.