

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
And
MICHAEL D. WARNER

This Agreement, effective the 1st day of October, 2020 between LAKE COUNTY STORMWATER MANAGEMENT COMMISSION ("SMC") and MICHAEL D. WARNER ("Employee"), for the purpose of providing certain of the terms of the employment position of Executive Director with and by the SMC.

1. MICHAEL D. WARNER (Employee) agrees:
 - a) To fully and faithfully carry out the duties of the position of Executive Director, sometimes referred to as Director, of the SMC as provided in the SMC By-Laws, SMC adopted policies and procedures, applicable County of Lake ordinance(s), and as directed by the SMC Board of Commissioners.
 - b) To provide, *inter alia*, for SMC approval, an annual staff work program and specific annual objectives for the SMC.

2. The SMC agrees:
 - a) To pay to Employee a bi-weekly salary of \$6188.48, and the portion of that amount through 12/18/2020. An annual cost of living increase, if any, shall be in accordance with the County of Lake's compensation policies for that fiscal year. The SMC shall, at least, annually evaluate Employee's work performance. Any annual merit increase in salary, if warranted, shall be determined by the SMC, and shall be paid in conformance with the County of Lake's compensation policies.
 - b) To provide to Employee a Fringe Benefit Package by inclusion in the Plan provided by the County of Lake, which includes Retirement/Pension, Sick Leave, Paid Holidays, Life Insurance, Dental/Optical Insurance, and Health/Major Medical Insurance.
 - c) Annual vacation shall be earned and calculated in accordance with County of Lake compensation and vacation policies.

3. The parties hereto acknowledge that the subject Executive Director employment position is an at-will position. The parties agree that the term of this employment agreement shall be for a term ending on December 18th, 2020, from the effective date of this Employment Agreement.

4. Except as is provided in Paragraph 5 below, the parties agree that in the event of an

involuntary separation or termination of employment hereunder, whether with cause or without cause, the SMC shall provide the Employee with severance pay through the end of the contract period, which is December 18th, 2020. Acceptance or receipt by the employee of any severance pay hereunder, it is agreed shall constitute full and complete satisfaction of any and all claims or causes in action of any kind of employee relating to or in connection with his employment by and with the SMC.

5. (a) No severance pay, as provided in Paragraph 4, shall be paid for a voluntary separation.
- (b) In the event Employee is terminated for official misconduct, or in the event Employee is indicted for, is charged under a criminal information for, or is convicted of, a felony crime, the SMC shall have the authority to terminate this employment Agreement immediately, and without payment of any severance pay as provided in Paragraph 4 above.

Executed by the parties on the date(s) indicated.

**LAKE COUNTY STORMWATER
MANAGEMENT COMMISSION**

SMC Chairman Craig Taylor

Date October 1st, 2020

EMPLOYEE



MICHAEL D. WARNER

148 Glen Road, Hawthorn Woods, IL 60047

Date: October 1st, 2020