

State of Wisconsin

County of Racine

Village of Sturtevant

RESOLUTION 2013-10

(3-12-13)

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND
LEGAL COMMITTEE AUTHORIZING AN AGREEMENT FOR THE VILLAGE
ADMINISTRATOR / CLERK / TREASURER**

WHEREAS, Village Clerk / Deputy Treasurer Mary Cole has served as the Interim Administrator since July 23, 2012;

WHEREAS, Mary Cole has also been performing the duties of Village Clerk and Treasurer;

WHEREAS, the Board of Trustees is satisfied with the work provided by Ms. Cole as the Administrator / Clerk / Treasurer and would like to make the position permanent;

WHEREAS, a contract is needed to clearly define duties, responsibilities and compensation.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of an agreement with Mary Cole to serve as Village Administrator / Clerk / Treasurer as is set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Deputy Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 3rd day of April, 2013.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Charlotte Gottschalk, Deputy Clerk

**Village of Sturtevant
Employment Contract
Village Administrator, Clerk and Treasurer**

This employment contract (“Agreement”), effective as of the date last executed by any party below, is entered into by and between the Village of Sturtevant (“Village”) and Mary Cole (“Ms. Cole”). After having served the Village as Interim Administrator for approximately six months, the Village is prepared to offer Ms. Cole the position of Administrator, in addition to her additional responsibilities as Clerk and Treasurer. The Village and Ms. Cole desire to define the essential terms governing the employment.

1. *Employment*

The Village agrees to employ Ms. Cole and Ms. Cole accepts employment as the Village Administrator, Clerk and Treasurer, both abiding by the terms of this Agreement. Ms. Cole also agrees to abide by Village policies applicable to her employment and to reasonable decisions made by the Village during the term of this contract. This Agreement does not include a period of probation for the position of Administrator.

2. *Term of Agreement*

Pursuant to Sections 1.02 and 1.21 of the Village’s Municipal Code of Ordinances, Ms. Cole shall hold office for an indefinite term subject to removal at any time by majority vote of the Village Board. The details addressing termination of this Agreement are provided in Section Six (6).

3. *Duties*

Ms. Cole agrees to perform her duties as Village Clerk, Treasurer, and Village Administrator under the direction of the Village Board and as stated in Sections 1.14, 1.15 and 1.21 of the Municipal Code and pertinent statutes. Ms. Cole also agrees to perform other reasonable duties as may be assigned in writing from time to time by the Village Board. Ms. Cole’s position requires regular attendance at meetings in addition to her presence during normal business hours as is consistent with the number of hours mandated by this Agreement. Except as modified herein, Ms. Cole shall be subject to the terms and conditions of employment as set forth in the Personnel Policy Manual, as amended from time to time.

4. *Benefits and Compensation*

Specific terms of benefits and compensation, in addition to those set forth in the Personnel Policy

Manual, are as follows:

- a. Annual Salary: Ms. Cole's position is a salaried position exempt from overtime benefits. The annual gross salary for 2013 will be \$70,000, payable according to regular Village payroll operations, which is biweekly. The Village, in its sole discretion, may increase Ms. Cole's salary for subsequent years of this Agreement, dependent upon the results of the performance review discussed below.
- b. Health Benefits: Ms. Cole will receive health benefits in accordance with the Personnel Policy Manual.
- c. Retirement: The Village shall make a payment equal to 14% of Ms. Cole's 2013 wages to the Wisconsin Deferred Compensation Program.
- d. Holidays: Ms. Cole is entitled to the same paid holidays as other Village non-union employees.
- e. Vacation: Effective January 1, 2014, Ms. Cole shall be entitled to 4 weeks of paid vacation in 2014 and shall be entitled to carry over any unused vacation hours from 2013.
- f. Sick days: Ms. Cole shall earn sick leave in accordance with the Personnel Policy Manual.
- g. Outside employment: Ms. Cole shall be allowed to engage in other outside employment provided that said employment does not conflict with nor interfere with her employment.

5. *Performance Review, Goals and Performances Objectives*

The Village shall review and evaluate the performance of Ms. Cole on a yearly basis. Ms. Cole shall receive her first review by October 1, 2013, with said review addressing both work performance and compensation. To assist in the conduct of said reviews, the Village and Ms. Cole shall jointly define and prioritize such goals and performance objectives that they deem necessary for the proper operation of the Village and for the attainment of the Village's policy objectives.

6. *Termination*

- a. Events Causing Termination: In compliance with Section Two (2), this Agreement may be terminated by the Village or Ms. Cole as follows:
 1. Ms. Cole shall provide 30 days written notice to the Village if she decides to terminate this Agreement.

2. The Village Board may terminate Ms. Cole's employment by a majority vote of the Village Board. Ms. Cole waives the super-majority voting requirement found in Section 1.21 of the Municipal Code for removal of an Administrator. In the event the Village Board terminates Ms. Cole's employment, and provided that Ms. Cole is not terminated for cause, she shall be paid 3 months salary and the Village shall pay the first three months of COBRA benefits with respect to the applicable health insurance plan as a severance payment.
- b. Return of the Village's Materials: Upon the termination of this Agreement, Ms. Cole will immediately return to the Village all files, keys, instruments, equipment and other materials owned or provided by the Village.

7. Remedies

In addition to other remedies provided by law or equity (fairness), upon a breach by Ms. Cole of the Agreement, the Village will be entitled to have a court of competent jurisdiction enter an injunction against Ms. Cole that prohibits any further breach of the Agreement. The Village and Ms. Cole further agree that the services to be performed hereunder are of a unique, special and extraordinary character. In the event of any controversy concerning the rights or obligations under this Agreement, such rights and obligations will be enforceable in a court of competent jurisdiction of law or equity by a decree of specific performance, requiring Ms. Cole to perform her duties and both parties to conform to this Agreement. The Village or Ms. Cole may also elect to obtain damages or other such relief if either party so chooses to pursue. Such remedies, however, will be cumulative and nonexclusive and will be in addition to any other remedies to which the Village or Ms. Cole may have rights.

8. Assignment

Neither this Agreement nor the respective rights, duties and obligations of Ms. Cole may be assigned or delegated by Ms. Cole or the Village to any other person except agreed to in writing, between the parties, or as stated in Village of Sturtevant ordinances, or position descriptions of subordinate personnel.

9. Notice

Any notice permitted or required to be given to either party pursuant to the provisions of this Agreement will be in writing and hand-delivered or sent by registered or certified mail, return receipt requested, to the following addresses:

If to the Village:

Village Deputy Clerk
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

If to Ms. Cole:

Current address as listed in the Village's payroll system

10. *Residency*

There is no residency requirement for Ms. Cole.

11. *Entire Agreement*

This document, including the signed Agreement and approved job description (job description referenced in Ordinance 1.21), and the provisions of the Personnel Policy Manual that are not in conflict with the terms of this Agreement constitute the entire agreement and understanding between the Village and Ms. Cole concerning employment as Village Administrator, Clerk and Treasurer, and supersede any and all previous agreements or understandings, whether written or oral. This Agreement shall not be modified or amended except in writing with mutual consent of the Village and Ms. Cole.

12. *Waiver*

Any breach of any covenant or provision of this agreement by either party may be waived in writing with mutual consent, but either party will not construe that waiver as a waiver of any subsequent breach.

13. *Invalidity of Any Provision*

The provisions of this Agreement are severable in part, but not in whole, should any part of the Agreement become invalid or unenforceable. The invalid or unenforceable part of this Agreement will not affect any other part or provision in the Agreement, but the Agreement itself will remain in full force and effect as if the invalid or unenforceable provision was omitted.

14. *Applicable Law*

This agreement will be governed by and construed in accordance with the laws and regulations of the State of Wisconsin and federal government.

15. *Headings*

Headings in this Agreement are for information purposes only and will not be used to construe the intent of this Agreement.

16. *Reference*

The following documents are mentioned in this Agreement and are thus incorporated as part of this Agreement:

Village of Sturtevant Personnel Policy Manual
Village of Sturtevant Ordinances

17. *Counterparts*

This Agreement may have corresponding or duplicate copies, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date and year set forth below.

Dated this _____ day of April, 2013.

VILLAGE OF STURTEVANT:

By: _____
Steven Jansen
Village President

Attest: _____
Charlotte Gottschalk
Deputy Village Clerk

Dated this _____ day of April, 2013.

ADMINISTRATOR, CLERK AND
TREASURER

Mary A. Cole