

EMPLOYMENT AGREEMENT

WHEREAS, the City of Dodgeville (“City”) desires to appoint and employ Brian P. Mooney (“Employee”) as the City Administrator to serve at the pleasure of the Common Council; and

WHEREAS, the City and the Employee desire to enter into this Agreement for the duties, compensation, benefits, and other conditions of employment with the City of Dodgeville, Wisconsin.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Duties

- a. The City agrees to appoint and employ Employee as City Administrator to perform the duties specified in the Dodgeville City Code of Municipal Ordinances, Dodgeville City personnel policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 62, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Common Council.
- b. Employee agrees to serve as City Administrator and perform all duties specified in the Dodgeville City Code of Municipal Ordinances, Dodgeville City policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 62, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Common Council. The Employee agrees to devote the Employee’s entire full-time skills, labor, and attention to the duties defined in this Agreement during the term of employment and not to engage in any other employment or business during the term of this Agreement without the prior approval of the Common Council.
- c. The Common Council may fix such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Code of Municipal Ordinances, or any other law.
- d. The City and Employee agree that the City Administrator will provide input on ordinances, resolutions, and policies and execute the decisions of the Common Council. The City Administrator has the authority to make day-to-day operational decisions and will provide policy guidance and direction to City employees.

2. Term of Office

This Agreement shall be effective upon the commencement of employment, which is September 22, 2026.

Employee is an at-will employee and is appointed to an indefinite term, subject to termination for cause or without cause at any time. This offer of employment is contingent upon satisfactory results of a criminal background check by the Employer.

3. Salary

During the first calendar year of employment, Employee shall receive an annual salary of \$130,000 prorated from the commencement of employment through December 31, 2026. The salary will be paid in equal installments at the same time other City employees are paid. On or around March 22, 2027, after Employee's 180-day performance review by the Administration and Personnel Committee (see Section 4 following), the City Administrator's salary may be increased upon exemplary performance by Employee as determined by the Common Council, upon the recommendation of the Administration and Personnel Committee. The City Administrator's salary shall be determined annually thereafter by the Common Council.

Employer shall not reduce the salary and/or benefits of Employee unless the salary and/or benefits of all non-represented employees are reduced in the same manner and by the same percentage. If Employee's salary and/or benefits are reduced in a different manner and/or by a greater percentage than those of other non-represented employees, Employee has the option of deeming Employee's employment terminated and receiving the severance terms described in Section 9(c) of this agreement.

4. Performance Review

- a. The Dodgeville Administration and Personnel Committee shall review and evaluate the Employee's performance within ninety (90) days and again at one hundred eighty (180) days of the Commencement Date. Said review and evaluation shall be conducted in coordination with specific goals and objectives for the Employee, as well as the Employee's professional development, as determined jointly by the Mayor, the Common Council, and the Employee.
- b. Employee shall receive a performance review at least once annually thereafter, with the Mayor and Administration and Personnel Committee to determine the process with the input of the Employee. The review will also consist of establishing annual goals and objectives.
- c. The annual performance review of the Employee as performed by the Mayor and the Administration and Personnel Committee may be used by the Common Council to determine any merit adjustment in the Employee's salary.

5. Employee Benefits

- a. City shall provide Employee benefits listed and defined in the City of Dodgeville Personnel Policies and Procedures Manual (“Handbook”), which may from time to time be amended by the Common Council. The conditions of and the Employee’s eligibility for these benefits are subject to the terms of the specific benefit plans.
- b. Employee shall be given twenty-three (23) work days of vacation upon commencement of employment for use in the first year of Employment. Thereafter, for the next year, the Employee shall be credited with twenty (20) years of continuous service and shall receive vacation accrued at that step prospectively based on that tenure. Any further increase in vacation benefit would be in accordance with the schedule defined in the Handbook, with the next-step adjustment earned based on years of service, including years of service credited to the Employee. Employee is eligible to accrue and carry over vacation time on an annual basis, in consultation with and approval of the Mayor.
- c. Employee shall receive two (2) days of sick leave at the commencement of employment and thereafter shall receive sick leave in accordance with the Handbook.
- d. The Employee shall be provided a City-issued cell phone for City purposes only pursuant to the Handbook. If his personal cell phone is used for City business, the Employee agrees to fully cooperate with the City in disclosing public records from the Employee’s personal cell phone and in permitting representatives of the City to access the cell phone to access City records and for other legitimate City business purposes.
- f. Employee shall be reimbursed at the applicable IRS rate for business use of his personal vehicle. This does not apply to commuting to and from work. Employee has and will maintain his own automobile, as well as their own comprehensive vehicle insurance policies, consistent with City policies.
- g. Employee shall receive a one-time signing bonus to be paid at the commencement of employment in the amount of \$4,000. This signing bonus is provided in consideration of the Employee’s need to transition to a more costly health insurance plan as provided by the City.

6. Hours of Work

It is expected that the Employee shall work during the City’s normal office hours and at Dodgeville City Hall. Employee is also required to attend the meetings after regular business hours unless excused or on approved benefit time off, including: (a) the regular monthly and any special City Council meetings; (b) the regular monthly meeting and any special meetings of City Committees; and (c) other City meetings that are mutually determined by the Mayor and Employee that the Employee’s presence is needed.

In recognition that the Employee will be required to attend meetings that regularly occur outside normal City Hall office hours, the Employee may adjust the work

schedule, provided that all work is completed in an appropriate and timely manner and in consultation with the Mayor.

7. Professional Development-Dues, Memberships, Subscriptions and Expenses

Professional Development of the Employee is encouraged. Dues, subscriptions, and general expenses for service in professional municipal and local government leadership organizations shall be in accordance with the Handbook and subject to approval by the Common Council. The City shall budget and pay annual membership fees for professional associations, including the International City/County Management Association (ICMA) and Wisconsin City/County Management Association (WCMA). City shall pay for registration and attendance at professional and continuing education conferences, as mutually determined by the Employee and the Common Council, within the approved annual budget.

8. Termination by Employee

If the Employee voluntarily resigns or retires from employment and appointment as City Administrator, the Employee shall provide the City with a minimum of sixty (60) calendar days' written notice, in advance, unless such notice is waived by the concurrence of a majority of a quorum of the Common Council. Notice of resignation shall be provided to the Mayor. If the Employee fails to give such notice, the City will not be required to pay the Employee the Employee's earned and unused vacation at the time of separation from employment.

9. Termination by the City

Notwithstanding the power of the Common Council to terminate Employee's employment and appointment at pleasure by majority vote of all of its members, the parties agree that Employee, if terminated, may be eligible for a severance benefit as follows:

A. Termination due to Death or Disability.

Employee's employment shall terminate immediately upon Employee's death or Disability. In the event of termination due to death or Disability, the City shall pay the Employee or the personal representative of the Employee's estate accrued salary and benefits according to the Handbook and plans through the Termination Date, and no further compensation or benefits shall be due except as provided by law.

The term "Disability" shall have the same definition contained in the Employee's disability insurance plan if such plan is in effect as of the date of this Agreement or as of such time thereafter as the City implements such plan; provided that such definition complies with the requirements of Internal Revenue Code § 409A. In the event there is no such disability insurance plan, "Disability" shall mean that Employee (i) is unable to engage in any substantial gainful activity because of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any

medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for not less than three (3) months under an accident and health plan covering employees of Employer.

B. Termination for Cause.

If the Employee is terminated for “cause,” the City shall have no obligation to pay the severance payment designated in section (c) below. “Cause” shall be determined by the City, in the exercise of good faith and reasonable judgment. The City’s determination of “cause” shall be final. “Cause” shall mean (i) the continued failure by Employee to substantially perform Employee’s duties with the City (other than a failure resulting from Employee’s incapacity due to Disability or physical or mental illness) after a written demand for substantial performance is delivered to Employee by the City, which demand specifically identifies the manner in which the City believes that Employee has not substantially performed Employee’s duties and provides a reasonable opportunity to cure; (ii) any act of negligence or misconduct by Employee which is materially injurious to the City or any of its affiliates, monetarily or otherwise; (iii) any criminal, fraudulent or dishonest act with respect to the City; (iv) any criminal conviction of Employee for the commission of any crime that substantially relates to Employee’s job; (v) any breach of any material term of this Agreement by Employee or (vi) any grounds set forth in Wis. Stat. § 17.001.

C. Termination without Cause. If the Employee is terminated without cause, the City agrees to pay the Employee severance compensation equal to twelve (12) weeks’ aggregate weekly salary and pay the employer’s contribution to health insurance premiums for three (3) full months if termination occurs within the first full year of employment. Sixteen (16) weeks of Employee’s salary and four months’ contribution to health insurance payments after the first full year of completed employment. Twenty (20) weeks of Employee’s salary and five months’ contribution to health insurance payments after the second full year of completed employment. Twenty-four (24) weeks of Employee’s salary and six months’ contribution to health insurance payments after the third full year of completed employment. Severance payments and the Employee’s share of health insurance premiums shall be paid as determined by the City. The severance payment and the health insurance coverage shall constitute a full settlement of all existing claims by the Employee regarding employment with the City. The City’s obligation to pay the severance compensation to the Employee shall be conditioned upon the Employee executing and delivering to the City a full, final, and complete release of any and all claims that the Employee may have against the City, including but not limited to any claims of wrongful discharge, discrimination, breach of contract, or any other employment-related claims. The release shall be in a form and shall contain such terms as shall be required by Legal Counsel for the City. If the Employee fails to execute such full, final, and complete release, then the Employee is ineligible for severance benefits under this section. If Employee regains employment anytime within three (3) months of termination and health

insurance is available to Employee through the new employer, then Employee shall immediately enroll in the new employer's health insurance plan and notify the City Clerk, at which time the City shall terminate the Employee's health insurance with the City.

Upon termination without cause or resignation from the City Administrator position, the Employee shall receive compensation for all accrued, unused vacation in accordance with City policies, except as set forth in Section 8.

10. Resolution of Disputes

City and Employee agree to first attempt to resolve any disputes or obtain necessary clarification arising from the interpretation of this Agreement through mutual discussion.

11. Terms of Agreement to Govern

This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the City. This Agreement supersedes all negotiations or previous agreements between the parties. This Agreement shall be governed by such ordinances, rules, regulations, and policies established by the Common Council, unless otherwise specifically provided herein.

12. Severance of Terms of Agreement

Invalidation of any part of this Agreement by judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. Modification or Changes to this Agreement

This Agreement shall remain in full force and effect until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire Common Council, be in writing, and be executed by the City and the Employee.

14. Notice

Any notice required to be given hereunder shall be sufficient and deemed given when in writing and sent by certified or registered mail, return receipt required, first-class postage prepaid, or by courier service to the Mayor, City of Dodgeville, WI, Dodgeville City Hall, 410 Leffler Street, Dodgeville, WI 53533, to the Employee at the most recent address given in the Employee's personnel file.

15. Law of Wisconsin to Govern

This Agreement shall be construed according to the laws of the State of Wisconsin, without giving effect to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of August 18, 2026.



Brian P. Mooney, City Administrator

Barry Hottmann, Mayor
City of Dodgeville

ATTEST:

Emily Wolfe, Interim City Clerk

APPROVED AS TO FORM:

Eric Hagen, City Attorney