

III

Res. No. 120 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
January 9, 2023.

A RESOLUTION terminating Todd Wolf as City Administrator pursuant to Paragraph 12(a) of his Employment Agreement with the City and authorizing the payment of severance pursuant to Paragraph 13 of said Employment Agreement.

WHEREAS, the Common Council wishes to terminate the employment of Todd Wolf ("Wolf") as City Administrator; and

WHEREAS, the City has the option to terminate either for cause as provided in Paragraph 12(e) or without cause as provided in Paragraph 12(a); and

WHEREAS, it is the sense of the Common Council that the best way forward is to follow the process for termination under Paragraph 12(a) and not under Paragraph 12(e), as such a process is more cost-effective and would minimize the negative impact on both Wolf and other City employees; and

WHEREAS, Paragraph 12(a) of the Employment Agreement between the City and Wolf, a copy of which is attached, provides that termination shall occur "If 80% of the City Council votes to terminate Employee in accordance with a properly posted and duly authorized public meeting"; and

WHEREAS, Paragraph 13(a) provides that in case of such a termination, the City "shall provide a minimum severance payment equal to six (6) months' salary at the then current pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option"; and

WHEREAS, Paragraph 13(b) provides that in case of such a termination involving an Employee who is not fully vested in the Wisconsin Retirement System (WRS), "the City agrees to pay to the Employee the sum of all payments made on his behalf as the Employer-Required Contribution to the WRS, in addition to the severance payment . . ."; and

WHEREAS, Wolf is not fully vested in the Wisconsin Retirement System; and

WHEREAS, Paragraph 13(c) provides that in the case of such termination "the City shall compensate the Employee for all earned but unused PTO leave, including up to 160 hours of banked PTO"; and

Suspend Rules
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WHEREAS, Paragraph 13(d) provides that in the case of such termination, "for a period of six months following termination, the City shall pay the cost to continue the following benefits for the Employee: life, health, and dental insurance." Additionally, said paragraph provides that the Employee shall have access to health insurance via COBRA beyond the six months at his own expense; and

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to terminate the employment of Todd Wolf as City Administrator pursuant to Section 12(a) of his Employment Agreement.

BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required to carry out, give effect to, and consummate the provisions of Paragraph 13 of his Employment Agreement.

BE IT FURTHER RESOLVED: That termination is effective immediately upon approval and adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23 day of JUNE, 2020, by and between the City of Sheboygan, a municipal corporation, (hereinafter called the "City") and Todd Wolf, (hereinafter called the "Employee"). The City and the Employee agree to the following terms for the Employee's employment as the City Administrator.

1. The Employee's starting salary shall be \$150,000 per year, prorated in 2020 based upon the starting date of employment. In addition, in each consecutive year the Employee shall receive an increase commensurate with the guidelines of the City of Sheboygan Non-Represented Compensation Program ("Program"). However, notwithstanding the guidelines of the Program, the merit portion of the increase shall not be less than 1.7% should the Employee achieve the council's defined goals and expectations.
2. Upon commencing employment, the Employee shall be credited with 168 hours of Vacation Paid Time Off (PTO). Effective January 1, 2021, and each year thereafter, the Employee shall be eligible for 200 hours of Vacation PTO. In addition, the Employee shall be eligible for 80 hours of Discretionary PTO, prorated to 40 hours for 2020, with the same provisions applicable to other Non-Representative Employees. The Employee may bank up to a total 160 hours of unused PTO for use in years after the year(s) in which such hours were earned.
3. Except as otherwise provided in this Agreement, the Employee shall be entitled, at minimum, to the highest level of benefits available to other Non-Represented Employees of the City as provided by the City's policies, ordinances, personnel rules, and regulations.
4. In recognition that the Employee shall participate in frequent meetings outside of City Hall, the City agrees to provide the Employee with access to a municipal vehicle. The City shall reimburse the Employee at the IRS standard mileage rate for any business use of the Employee's private vehicle.
5. Membership dues in the International City/County Management Association and the Wisconsin City/County Management Association shall be provided by the City.
6. Professional development is encouraged, and the City shall pay expenses incurred by the Employee to attend the annual conference of the International City/County Management Association or an equivalent conference. In addition, the City shall

pay expenses incurred by the Employee to attend other conferences of professional and educational organizations within the State of Wisconsin. The Employee shall be bound by City policies related the attendance of such conferences (including the city's travel and meals policies.) Notwithstanding the provisions of this paragraph, the City shall not be bound to pay for professional development expenses in excess of \$5,000.00 without the prior approval of the Common Council.


7. In order to enable the Employee to perform his duties as a representative of the City, the City shall provide an expense account of \$2,500.00 per year. The Employee shall document his expenditures and follow all applicable policies of the City.
8. The Employee is encouraged to participate and be directly involved in appropriate local service or community organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to allow the Employee to become an active member in a local service or community organization.
9. Recognizing the importance of constant communication and maximum productivity, the City shall either provide the Employee with a mobile phone including a service contract for adequate call, text, and data or provide the Employee with a mobile phone allowance per City policy.
10. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employee and the community, following consultation with and agreement by the mayor and council president, the Employee may accept limited teaching, consulting, or other business opportunities. No such arrangements may interfere with or create a conflict of interest with the responsibilities of the Employee as set forth in his job description, City ordinances, and this Agreement. The provisions allowing the Employee to accept additional opportunities shall be effective August 1, 2021.
11. The Employee cannot be reassigned from the position of City Administrator to another position without the Employee's express written consent.
12. For the purpose of this agreement, termination shall occur:
 - a. If 80% of the City Council votes to terminate Employee in accordance with a properly posted and duly authorized public meeting.
 - b. If the City or its citizens successfully acts to amend the provisions of Chapter 2, Article III, Division 5 of Sheboygan Municipal Code (the

enabling ordinance relating to the duties, authority, and powers of the City Administrator) or the City Administrator job description in such a way as to substantially reduce the role, powers, duties, authority, and responsibilities of the City Administrator's position in a manner that makes significant changes to the form of government. The Employee shall have the right to declare that such amendments constitute termination.

- c. If the City reduces the base salary, compensation, or any other benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.
 - d. If the Employee resigns following an offer to accept resignation, whether formal or informal, made by a representative of the City in response to action by a majority of the Common Council authorizing such an offer. In such a case, the Employee may declare a termination as of the date of the said offer.
13. Severance shall be paid to the Employee when employment is terminated as defined in Section 12 as follows:
- a. The City shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
 - b. In the event the Employee is terminated prior to the time that he is fully vested in the Wisconsin Retirement System (WRS), the City agrees to pay to the Employee the sum of all payments made on his behalf as the Employer-Required Contribution to the WRS, in addition to the severance payment described in subparagraph a. If the Employee is fully vested at the time of termination, the severance payment shall be as outlined in subparagraph a.
 - c. The City shall compensate the Employee for all earned but unused PTO leave, including up to 160 hours of banked PTO.
 - d. For a period of six months following termination, the City shall pay the cost to continue the following benefits for the Employee: life, health, and dental insurance. The Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") beyond six months, at the Employee's expense

- e. If the Employee is terminated for cause with due process or because of a felony conviction, then the City is not obligated to pay severance under this section.
14. If the Employee voluntarily resigns his position, he must provide the City a minimum of 60 calendar days' written notice unless the City and the Employee agree otherwise.
15. The starting date of employment shall be no later than 20 calendar days after the offer of employment is extended by the City Council.
16. This employment agreement is in addition to any and all conditions of employment defined set forth in the Sheboygan Municipal Code and city policies, including any conditions set forth in the ordinance creating the City Administrator position. Nothing in this agreement shall contravene the ordinance.


Michael Vandersteen, Mayor


Todd Wolf

6-23-2020
Date

6-23-2020
Date


Attest: Meredith De Bruin, City Clerk

6-29-2020
Date

This agreement is authorized pursuant to Res. 40-20-21