

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 41-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 14, 2023.

A RESOLUTION to appoint Casey Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley.

WHEREAS, Section 2-238 of the Sheboygan Municipal Code provides that the City Administrator shall be appointed by the Common Council with input from the Mayor.

WHEREAS, the Common Council reviewed applications from numerous candidates and interviewed two finalists, of which Casey Bradley was identified as the preferred candidate.

NOW, THEREFORE, BE IT RESOLVED: That Casey Bradley is hereby appointed as City Administrator for the City of Sheboygan effective October 23, 2023.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into an Employment Agreement with Casey Bradley, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

EMPLOYMENT CONTRACT
BETWEEN
CITY OF SHEBOYGAN AND CASEY BRADLEY

This Agreement is made and entered on the date of last party execution, by and between the City of Sheboygan, a Wisconsin municipal corporation with offices at 828 Center Ave., Sheboygan, WI 53081 (“City” or “Employer”) and Casey Bradley (“Employee”).

WHEREAS, the Common Council appointed Casey Bradley on Monday, August 21, 2023 to serve as City Administrator for the City effective October 23, 2023; and,

WHEREAS, the parties have negotiated terms and conditions for Employee’s service to the City in the capacity of City Administrator, and which are set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **Term.** This Agreement shall remain in full force and effect beginning 60 days after its execution until terminated as set forth in this Agreement.
2. **Oath.** Before entering upon the duties of their office, Employee shall file an oath for the faithful performance of their duties and responsibilities as City Administrator.
3. **Duties.** The duties of Employee as City Administrator shall be as set forth in the Council-approved job description in effect at the time of Agreement execution. Amendments or modifications to the job description shall not take effect unless agreed upon in writing by both Employee and a Council resolution. The City Administrator serves at the pleasure of the Common Council and is an at-will employee.
4. **Termination.**
 - a. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least sixty (60) days prior to separation. The City shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of the resignation, the City shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required sixty (60) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.
 - b. **Termination by Common Council.** The Common Council may terminate Employee’s employment at any time pursuant to Wis. Stat. ss. 17.12(1)(c) and (d), which require an affirmative vote of three fourths of all members of the Common Council subject to payment of the compensation and other benefits as set forth in this Agreement. Upon payment of all amounts listed in this section, the employee will have no further recourse for further compensation by the City.

i. Termination With Cause: If Employee is removed for cause (malfeasance, misappropriation of funds, etc.) he shall receive no severance.

ii. Termination Without Cause: If the Common Council votes to termination Employee without cause, the Administrator shall be entitled to one (1) month of severance pay times the numbers of full years of service to the City of Sheboygan at Employee's then current rate of pay, with an amount not to exceed six (6) months of severance. This payment shall be paid in one lump sum.

5. **Compensation.** City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. City shall pay Employee an annual base salary of \$ 160,992. Employee will then be placed on the City's compensation plan and receive the same increases as all non-represented employees.

6. **Relocation Expenses.**

a. City agrees to provide Employee with \$10,000 for reasonable relocation expenses within the first year of his employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan or approved by Council if greater than 15 miles.

b. City agrees to provide Employee up to an additional \$5,000 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.

c. Relocation expenses will be given as a lump-sum payment based on the above requirements. Employee is required to provide proof of residence to Human Resources prior to receiving any payment. If Employee voluntarily resigns within the first two years of his employment, they will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.

7. **Hours of Work.** In addition to keeping normal City Hall business hours, Employee is expected to spend additional time to accomplish the duties of the position. Employee, being in an executive position, will also be able to flex his time reasonably and periodically.

8. **Performance Evaluations.**

a. City, through the Mayor; Council President; Chair of the Finance & Personnel Committee; and Director of Human Resources and Labor Relations ("city's representatives"), shall review and evaluate the performance of Employee after six months of employment, one year of employment, 18 months of employment, and annually thereafter. A "360 review" shall be conducted at least once during Employee's first year after which, Employee will be evaluated in accordance with then-existing City policy. The "360 review" shall include reviews by each alderperson, the Mayor, and all department heads.

- b. Employee, after his first three months but during his fourth month of employment, will recommend to the Common Council a written work plan that outlines his suggested performance goals and objectives for his first year of employment.
 - c. Employee will receive written and/or verbal feedback from the Common Council (or a designated committee thereof) on that plan within one month of the Common Council's receipt of the work plan.
 - d. Unless Employee expressly requests otherwise in writing, the Employee performance evaluation shall at all times be conducted in a confidential meeting between the Employee and the City's representatives, and shall be considered confidential as permitted by law. Nothing herein shall prohibit the parties from sharing the content of this evaluation with their respective legal counsel.
9. **Insurance Benefits.** Employee shall be entitled to health, dental, vision, disability, life, and other supplemental insurances on the same basis as provided to other management personnel.
10. **Vacation, Holidays, and Discretionary Leave.** Employee shall receive 200 hours of PTO (120 Vacation, 80 Discretionary) upon hire. Employee shall be granted paid leave according to City policy.
11. **Retirement.** City agrees to enroll Employee in the Wisconsin Retirement System ("WRS"). The City shall fund the Employer's share as determined by WRS and pay when due. Employee shall be responsible for the employee share as determined by WRS.
12. **Expenses.** Unless otherwise noted below, Employee shall be entitled to reimbursement for expenses in accordance with City policy.
- a. **Cellular Phone.** City, at City's expense, shall provide Employee with a cellular phone for business-related communications. Employee shall limit use of the City-issued phone to only business-related communications. Employee shall limit, as much as reasonably possible, business-related communications from any personal phone.
 - b. **Professional Membership.** City agrees to budget and pay for professional dues and subscriptions necessary for the Employee's continued professional participation, growth, advancement, and for the good of the City, as approved by Council Leadership.
 - c. **Professional Development.** City agrees to budget and pay for attendance at the annual International City/County Management Association conference. City will also budget and pay for attendance at conferences held by the Wisconsin City/County Management Association and the League of Wisconsin Municipalities will be allowed as the City's budget will accommodate. Other conferences, short courses, and seminars that are necessary for his professional development and for the good of the Employer may also be allowed as the City's budget will accommodate.
 - d. **Civic Organization Membership.** City agrees to pay membership costs to one service club or civic organization approved by the Common Council.

13. Communications.

- a. Employee acknowledges that Wisconsin's open records laws apply to Employee's business-related communications and that to ensure timely and accurate records releases and to minimize Employee's inconvenience, it is imperative that readily accessible means be utilized for such communications. As such, Employee agrees to not use personal accounts or devices to conduct City business. If such use occurs, Employee agrees to forward such communications, in their entirety, to Employee's city-issued devices as soon as reasonably practicable. Employee further agrees to abide by the City's Records Retention Schedule and that, where questions arise, to consult with the City Attorney's Office before destroying a record.
- b. Employee agrees to consult with Council Leadership, when practical, before speaking to the media on matters relating to City business.

14. Ethics. To best serve the interests of the City, its constituents, taxpayers, and business partners, and the nonpartisan, non-policy-making nature of the Office of City Administrator, the City adopts the ICMA Code of Ethics, as may be amended from time to time.

15. Outside Employment. Employee agrees to devote his time, energy and attention to the business of the City. He shall hold no other employment, either directly or indirectly, or invest with any firm, corporation, or legal entity in violation of any applicable Code of Ethics or the Employee Handbook. Examples of "other employment" that would be permissible under this section include, but is not limited to, teaching at a college or university at times that do not conflict with the work to be performed under this Agreement. Any such employment must be reported to the Common Council prior to such employment commencing.

16. Indemnification. To the extent permitted by law, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered in its sole discretion. In the event that the provision of legal representation by the City may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and the Employer may not unreasonably withhold approval of such request. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. The City's duty to defend, hold harmless, and indemnify shall not apply in cases where Employee is charged with criminal activity.

17. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance.

18. General Provisions.

- a. **Intent to Be Bound.** This agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors, and assigns.

- b. **Notices.** Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the U.S. Postal Service, postage prepaid, and addressed as follows:

CITY: City of Sheboygan
 Attn: City Clerk
 828 Center Ave.
 Sheboygan, WI 53081

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as of the date five days after the date of deposit in the custody of the U.S. Postal Service.

- c. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- d. **Integration and Modification.** This Agreement, including all Exhibits and Attachments incorporated by reference, represents the entire and integrated agreement between the City and Employee. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
- e. **Incorporation of Employee Policy Manual.** This Agreement incorporates by reference the City's Employee Policy Manual and the City's Ethics Code. All provisions of the Sheboygan Municipal Code and regulations and rules of the Employer relating to vacation and holidays, pensions, insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they are applied to other employees of the City, in addition to the benefits specifically enumerated or accepted in this Agreement. If there is a conflict between the City Code and this Agreement, the terms of this Agreement shall prevail. If at any time the City provides other forms of benefits for management employees, they shall be offered to the Employee.

This document consists of six (6) pages, including the following signature page.

SIGNATURE PAGE FOR CONTRACT

By: _____
Casey Bradley

By: _____
Ryan Sorenson, Mayor

Date: _____

Date: _____

Attest: _____
Meredith DeBruin, City Clerk

Date: _____

This document and signatures by City representatives is authorized by and in accordance with action of the Common Council dated August 21, 2023.