



**TOWN OF LISBON
MEETING AGENDA
TOWN BOARD**

*Town Chairperson: Joseph Osterman, Chair
Supervisors: Tedia Gamino, Marc Moonen, Linda Beal, Rebecca Plotecher*

Wednesday, July 15, 2020

6:15 PM

Town Hall, Board Room
W234N8676 Woodside Rd.

Special Meeting

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. New Business

Discussion and possible action on the following item

- A. Resolution relative to approval of the employment agreement for the position of Town Administrator of the Town of Lisbon with Kathy Nickolaus

5. Adjournment.

Joseph Osterman
Town Chairman

Steven A. Braatz, Jr.
Interim Town Clerk-Treasurer

All meetings of the Town Board are public meetings. In order for the general public to make comments at the meetings, the individual(s) must be scheduled (as an appearance) with the chair or the appropriate staff contact; otherwise, the meeting of the board is a working session for the board itself, and discussion by those in attendance is limited to board members, staff and others that may be a party to the matter being discussed.

NOTE: Individual members of the Town Board will be available after the meeting to discuss town related issues with citizens who are present.

AMERICANS WITH DISABILITIES ACT NOTICE: Upon reasonable notice (at least 72 hours in advance) the Town will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City

NOTICE OF POSSIBLE QUORUM: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information: no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

STATE OF WISCONSIN

TOWN OF LISBON

WAUKESHA COUNTY

RESOLUTION 11-20

RESOLUTION RELATIVE TO APPROVAL OF THE EMPLOYMENT AGREEMENT FOR THE POSITION OF TOWN ADMINISTRATOR OF THE TOWN OF LISBON WITH KATHY NICKOLAUS

WHEREAS, the Town Board of the Town of Lisbon, Wisconsin, has recommended the appointment of Kathy Nickolaus to the position of Town Administrator; and

WHEREAS, Kathy Nickolaus has indicated her willingness to accept said position.

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin that the Employment Agreement for the position of Town Administrator of the Town of Lisbon, relative to the employment of Kathy Nickolaus as Town Administrator, which is attached hereto, be and the same hereby is approved

BE IT FURTHER RESOLVED that the proper Town Chairman and Town Clerk are authorized and directed to execute the Employment Contract on behalf of the Town Board of the Town of Lisbon.

PASSED AND ADOPTED by the Town Board of the Town of Lisbon, Waukesha County, Wisconsin this 15th day of July, 2020.

TOWN BOARD, TOWN OF LISBON
WAUKESHA COUNTY, WISCONSIN

BY: _____
JOSEPH OSTERMAN, Chairman

ATTEST:

BY: _____
STEVEN A. BRAATZ, JR.
Interim Clerk-Treasurer



EMPLOYMENT AGREEMENT

This Agreement, by and between the Town of Lisbon, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter called the "Town," and Kathy Nickolaus hereinafter called the "Employee," both of whom understand and agree as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of the Employee as Town Administrator, and

WHEREAS, it is the desire of the Town Board of the Town of Lisbon, Wisconsin, hereinafter called the "Board" to provide certain benefits, to establish certain conditions of employment, and to establish working conditions for the Employee, and

WHEREAS, the Employee desires and is willing to accept the employment as Town Administrator of the Town, subject to the terms and conditions contained in this employment agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 – TERM

This Agreement shall be effective upon the commencement of employment which shall be August 17, 2020. Employee is an at-will employee and shall be appointed by affirmative vote of a majority of the members of the entire Town Board for an indefinite period, subject to termination for cause or without cause at any time by a majority vote of the members of the entire Town Board. Until this agreement is approved by the Town Board and fully executed by those Town officials named below, it constitutes only an offer of employment and is contingent upon the results of a background check (including criminal arrests and convictions and credit) and a drug test paid for by the Town. This Agreement may be terminated by the Town at any time prior to the commencement date set forth above if the Town Board is not satisfied in its sole discretion, with the results of such background check or drug test, and such termination shall be without further liability or obligation to Employee. The Town Board may waive one or more of the requirements for a background check or drug test at its sole discretion.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Employee at any time during the term of the Employment Agreement, subject to the provisions set forth in the Town Code, other applicable law, or Section 8 of this Agreement.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the employee to resign at any time during the term of the Employment Agreement, subject only to the provisions set forth in Section 8 of this Agreement.
- C. This Agreement shall be effective upon its execution by both parties.

SECTION 2 – DUTIES

The Town hereby agrees to employ the Employee as Town Administrator, to perform the functions and duties specified by Ordinance Chapter 2 of the Town Code and Chapters 60 and 66 of the Wisconsin Statutes, and any other applicable law, to perform such legally permissible and proper duties and functions as the Board shall from time to time assign.

SECTION 3 – COMPENSATION

The Town agrees to pay the Employee an annual base salary of \$88,000.00 (Eighty Eight Thousand Dollars). Any subsequent compensation increases will be at the discretion of the Board, based upon annual salary evaluations. Employee's base salary shall not be reduced from the amount she was paid in the prior year. Salary shall be payable in installments at the same time installments that other management employees of the Town are paid.

SECTION 4 – FRINGE BENEFITS

Except as provided within this Agreement, the Employee shall be provided the same benefits provided to Department Heads of the Town.

- A. The Employee shall be granted three (3) weeks (120 hours) of vacation time as of the effective date of continued employment.
- B. The Employee shall be eligible, in the same manner as other general full-time employees, for Town benefits under all applicable policies and rules as adopted by the Town Board, and currently as set forth in the Town Employees manual.

SECTION 5 – CELL PHONE

The Employee shall use her own personal cell phone for Town business. A \$50 per monthly stipend will be provided by the Town to the Employee to be put towards the Employee's cell phone bill. The Employee must have a personal cell phone to use at all times if the Employee chooses to receive the monthly stipend.

SECTION 6 – AUTOMOBILE

The Town agrees to reimburse the Employee the Privately Owned Vehicle (POV) Mileage Rate determined by the Internal Revenue Service (IRS) for mileage used in conjunction to official Town business. The Employee must have a personal vehicle available for use at all times.

SECTION 7 – DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT & TRAINING

- A. Dues & Subscriptions: The Town agrees to budget and pay the professional dues and subscriptions of the Employee for the Employee's continuation and full participation in national, state, and local associations necessary and desirable for the Employee's continued professional participation, growth, and advancement for the good of the Town. Nothing in this section shall prevent the Town from decreasing the amount budgeted for this purpose.
- B. Professional Development: To encourage Employee's professional development, the Town shall pay annual membership fees for professional associations, including the International City/County Management Association (ICMA) and Wisconsin City/County Management Association (WCMA). The Town shall pay for Employee's registration and attendance at professional and continuing education conferences as may be mutually determined and approved by the Employee, Town Chairman and Town Board. Nothing in this paragraph shall prevent the Town from decreasing the amount budgeted for such purposes.
- C. Training: The Town agrees to budget and pay for the travel and related expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Town. Nothing in this paragraph shall prevent the Board from decreasing the amount budgeted for such purposes.

SECTION 8 – TERMINATION AND SEVERANCE

- A. In the event the Employee is terminated, the Town agrees to pay severance as provided below.
 - 1. In the event that the Employee is terminated for just cause or willful neglect of duty, malfeasance or misfeasance in office, then the Town shall have no obligation to pay severance designated in this section and the Employee shall forfeit any and all accrued but unused benefits.

2. In the event that the Employee is terminated for reasons other than just cause or willful neglect of duty, malfeasance or misfeasance in office, the Town agrees to pay the Employee a lump sum cash payment equal to 90 consecutive days base salary and to extend paid-up health insurance coverage for the policy currently in effect for 90 consecutive days following the date of termination (to run concurrently). The Town will only be obligated to pay severance for normally scheduled working hours that would fall in the 90 days following the separation date. The severance payment and health insurance coverage shall constitute a full settlement payment to the Employee. The Town's obligation to pay the severance amount to the Employee shall be conditioned upon the Employee executing and delivering to the Town a full, final, and complete release of any and all claims that the Employee may claim against the Town, including but not limited to, any claims for wrongful discharge, discrimination or other employment related claims. The employee shall not be required to release any pending Worker's Compensation or Unemployment claims or eligibility.
 3. The payout of any salary at termination shall not include any other benefit except as set forth above, and shall be paid without regard to whether the Employee has secured other comparable employment.
- B. In the event the Employee voluntarily resigns before the expiration of the term this Employment Agreement, the Employee shall provide the Town with thirty (30) days' notice in advance of the effective date of such resignation, unless the parties agree otherwise. Failure of the Employee to provide timely notice of resignation shall result in the forfeiture of accrued but not used vacation and any other benefits. If the Employee voluntarily resigns, the Employee shall receive no severance pay and shall only be paid the salary and fringe benefits through the date of resignation, along with any accrued but not used vacation.
- C. If the Employee is permanently disabled or is otherwise unable to perform the function of the position of Town Administrator by reason of sickness, accident, injury, mental incapacity or ill health for a period of four (4) consecutive weeks beyond, and in addition to any statutory leave and/or the exhaustion of all available leave of absences, consistent with the Town policy and practice, the Town shall have the option to terminate this Employment Agreement with no severance pay due to the Employee. Any time off after the exhaustion of paid leave shall be without pay. These provisions shall not abrogate the Town's obligations under the Americans with Disabilities Act (ADA) or Family Leave Medical Act (FMLA). For the purposes of FMLA, the Employee shall be deemed a "key employee."

SECTION 9 - SUSPENSION

The Employee may be suspended for just cause, with or without pay in full week increments by the Board.

SECTION 10 - PERFORMANCE EVALUATION

- A.. Employee shall receive a performance review at the completion of the initial ninety (90) days of employment and at least once annually thereafter, with the Town to determine the review process with the input of the Employee. The performance reviews shall also consist of establishing initial as well as annual performance goals.
- B. The Town Board shall evaluate and conduct the performance review of the Employee and provide a written report to the Employee.
- C. The evaluation and annual performance review of the Employee shall be used to determine any merit adjustment in the Employee's salary.

SECTION 11 - OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

The employment provided for by this Agreement shall be the Employee's sole employment. However, the Employee may accept limited part-time employment with the prior written permission of the Town Chairman. Such arrangement shall not interfere with or create a conflict of interest the Employee's duties and responsibilities under this Agreement.

SECTION 12 - HOURS OF WORK

Employee's normal office hours will include the hours of 8:30 AM to 4:30 PM, Monday through Friday. However, it is recognized that the Employee is in a highly public, professional executive position and therefore must devote a great deal of time outside the normal office hours on business for the Town. To that end, the Employee shall be allowed to establish an appropriate work schedule in consultation with the Town Chairman.

SECTION 13 - OTHER TERMS & CONDITIONS OF EMPLOYMENT

- A. The Board shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the Town Code of Ordinances, or any other law.

- B. All other provisions of the Town Code of Ordinances, regulations, policies, or rules of the Town relating to compensation, employment benefits, and working conditions, as they now exist or hereafter may be amended, shall apply to the Employee as they would to other employees of the Town.

SECTION 14 – GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement between the parties, relating to the subject matter hereto, prior oral or written agreements, understandings or memorandum notwithstanding.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon its execution and supersedes any previous Employment Agreement between the Employee and the Town.
- D. If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement is governed by Wisconsin law.

IN WITNESS WHEREOF, the Town of Lisbon, Wisconsin, has caused this Agreement to be signed and executed in its behalf by the Board Chairman and duly attested by the Town Clerk, and the Employee has signed and executed the Agreement in duplicate.

Town Chairman Date

Employee Date

ATTEST:

Town Clerk Date