

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into this day of November 6, 2023, by and between the Village of Kewaskum, a Wisconsin municipal corporation, hereinafter called "Employer or Village" and Adam Gitter hereinafter called "Employee or Village Administrator." This Agreement is intended to encompass and amend the Employment Agreement originally entered into July 19, 2021 between the Village and Village Administrator.

WITNESSETH

WHEREAS, Employer desires to employ the services of Adam Gitter as Village Administrator of the Village of Kewaskum, as provided for in Wisconsin Statutes and Ordinance of the Village of Kewaskum; and

WHEREAS, the parties acknowledge that Employee is a member of the International City-County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics. See Attached Exhibit "A"; and

WHEREAS, it is the desire of the Village President & Board of Trustees of the Village of Kewaskum to provide certain benefits and to establish certain conditions of employment of said Employee as set forth in this Employment Agreement; and

WHEREAS, Employee desires to continue employment as Village Administrator of Kewaskum, Wisconsin, pursuant to the terms and conditions set forth in this Employment Agreement,

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

Section I. Powers and Duties of the Village Administrator

A. Employer hereby agrees to employ Adam Gitter as Village Administrator of the Village of Kewaskum to perform the functions and duties specified in Chapter 64 of the Wisconsin Statutes and Chapter 2, Article III of the Village of Kewaskum Municipal Code, and to perform such other legally permissible and proper duties and functions as the Kewaskum Village Board of Trustees shall from time to time assign, subject to this Agreement.

Section 2. Term of Agreement

- A. The Village Administrator shall serve at the pleasure of the Kewaskum Village Board of Trustees.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Administrator to resign at any time from his position with Employer.
- C. This Agreement shall remain in full force and effect through December 31, 2027.

Section 4. Salary

A. Employer agrees to pay Employee for his services rendered pursuant hereto as Village Administrator an annual base salary contingent upon his satisfactory performance and provided he continues to be employed by the Village, as follows:

- 1. As of July 17, 2024 - One Hundred Twenty Thousand Dollars (\$120,000.00)
- 2. As of January 1, 2026 - One Hundred Twenty-Three Thousand Six Hundred Dollars (\$123,600.00)
- 3. As of January 1, 2027 - One Hundred Twenty-Seven Thousand Three Hundred Eight Dollars (\$127,308.00)

The above salary compensation shall be payable in installments at the same time as other employees of the Village are paid. The Administrator's Salary is not subject to a standard cost of living increase unless otherwise granted by the Kewaskum Village Board of Trustees.

Section 5. Retirement Benefits

The Village Administrator shall be covered and governed by the same retirement system (Wisconsin Retirement System — WRS) as all other non-union employees.

Section 6. Insurance Coverages

The Village Administrator shall be covered by the same insurance plans as all other employees and shall be subject to the same terms and conditions thereof including, but not limited to, becoming eligible for the Village medical insurance program in accordance with the practice for other Village employees.

Section 7. Other Benefits

- A. The Administrator shall be credited with 120 hours in his PTO bank, in addition to the PTO he has already earned. Furthermore, the Administrator shall now be credited with 14 years of service, effective January 1, 2024.
- B. The Village shall pay or reimburse the Village Administrator for all costs associated with memberships to civic or service clubs within the Village.

Section 8. Employment Security

- A. The Administrator shall not be terminated without cause within the first 6 months of a Village Board of Trustee Election, regular or special. If the Administrator is terminated without

cause within this 6-month period, the Administrator shall be entitled to a severance package equal to 9 months of his current salary and shall receive 9 months of Village-paid Family Plan Health insurance coverage.

B. In the event the Administrator is terminated without cause after the 6-month period following a regular or special election the Administrator shall be entitled to a severance package equal to 6 months of his current salary and shall receive 6 months of Village-paid Family Health insurance coverage.

C. In the event the Administrator is terminated "for cause," except where outlined in Section 8D and 8E, the Administrator shall be entitled to a severance package equal to 2 months of his current salary and shall receive 2 months of Village-paid Family Health insurance coverage. "For cause" violations which may result in termination include but are not limited to gross misconduct or negligence in job duties, insubordination, excessive absenteeism or tardiness, substance abuse, conflict of interest, poor performance, license or certification lapses, criminal conviction, violation of policies, falsification of records, or any action that tarnishes the reputation of the Village.

D. In the event the Village at any time reduces the salary, compensation or other benefits of the Village Administrator in a greater amount than an applicable across-the-board reduction for all employees of the Village, or in the event the Village fails to comply with any other provision of this Employment Agreement, or if the Employee resigns following a suggestion by the Village President and/or any member of the Village Board, then in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction, such refusal to comply, or such resignation within the meaning and context of the herein severance pay provision.

E. In the event the Village Administrator is terminated because of his conviction of any illegal act involving personal gain to himself or felony, then in that event, Employer shall have no obligation to pay the termination and severance payment designated herein; if the Village Administrator is awaiting trial on a charge of committing an illegal act involving personal gain to himself or the commission of a felony, at the time he is terminated, then the Village shall have no obligation to pay the termination and severance pay unless the charges are dismissed or the Village Administrator is acquitted, in which case the Village shall pay the severance and termination set forth herein.

Section 9. Professional Development

Employer agrees to budget for and to pay the professional dues for the Village Administrator to be a member of professional associations including, but not limited to, Wisconsin League of Municipalities, International City-County Management Association (ICMA), and Wisconsin City-County Managers Association (WCMA). Employer agrees to budget and pay the reasonable expenses incurred as a result of the Village Administrator's attendance at meetings of these professional associations, including any sub-committees or sub-groups thereof and at least two

(2) annual state conference and one (1) national conference, to include reasonable costs for travel, lodging and meals as per Village policy for reimbursement of travel expenses. The aforesaid attendance at conferences shall be considered part of the Village Administrator's employment and days spent at said conferences shall not constitute vacation or personal days.

Section 10. General Expenses

Employer shall bear the full cost of any fidelity or other bonds required of the Village Administrator under any law or ordinance.

Section 11. Performance Evaluation

At the end of each twelve months of employment, the Village President & Board of Trustees shall review and evaluate the performance of the Village Administrator as provided in the Kewaskum Village Administrator Evaluation Process. See Attached Exhibit "B".

Section 12. Indemnification

Employer shall defend, indemnify and hold Employee harmless within the scope of employment, from and against any and all torts, claims, causes of action, demands, costs, expenses or other legal action, including all attorney's fees, whether groundless or otherwise, arising out of any alleged act or omission occurring during or arising out of Employee's performance of duties as Village Administrator. Employer shall have the right to compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond Employee's termination of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee by the Village of Kewaskum, as described herein, for any acts undertaken or committed in his capacity as Village Administrator, regardless of whether the filing of a lawsuit for such tort, claim, cause of action, demand, or other legal action occurs during or following Employee's employment with Employer.

Section 14. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Kewaskum Village President and Board of Trustees

Village of Kewaskum

P.O. Box 38

204 First St.

Kewaskum, WI 53040

With copy to: Village Attorney

EMPLOYEE: Adam Gitter

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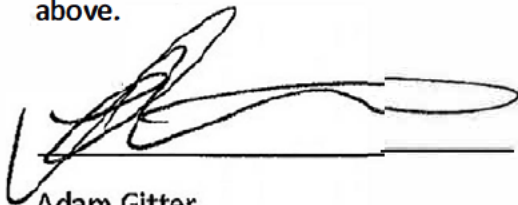
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Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- 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 adoption and approval by the Kewaskum Village President & Board of Trustees.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Kewaskum has caused this Agreement to be signed and executed on its behalf by its Village President and duly attested by its Village Clerk, and the Village Administrator has signed and executed this Agreement, the day and year first written above.



Adam Gitter
Employee



Michael Martin
Village President

ATTEST:



Tammy Butz
Assistant Administrator/Village Clerk

Exhibit"A"

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020.

Exhibit "B"

Kewaskum Village Administrator Evaluation Process

The Village Administrator's evaluation process shall be as follows:

1. The Village President (or his/her designee) shall meet with the Village Administrator prior to the evaluation process to review the prior year's documentation of the evaluation process and feedback to confirm whether any changes in the process shall be necessary.
2. The first week of December, the Village President (or his/her designee) shall distribute the most current version of the Village's strategic plan, Village Administrator Employment Agreement, and the prior year's Board of Trustees' Feedback, as compiled from the Kewaskum Village Administrator Evaluation Form.
3. The Village President (or his/her designee) shall also distribute the most current version of the Kewaskum Village Administrator Evaluation Form, to be completed by the individual board members in preparation for the evaluation meeting. This document will not be collected, rather it is meant to focus Board of Trustee discussion and consensus regarding the Village Administrator's performance evaluation and expectations.
4. The Kewaskum Board of Trustees shall schedule the evaluation meetings as necessary to review information compiled and perform the evaluation. The Village President (or his/her designee) shall take notes with regard to the tally or results from board members' responses to the evaluation form to produce a feedback from the Kewaskum Board of Trustees in a comprehensive manner.
5. The Council shall schedule a meeting with the Village Administrator to review the Trustee feedback and distribute the feedback results. This meeting is conducted as a conversation between the Village President, Board of Trustees and Village Administrator.
6. The Village President (or his/her designee) shall submit the final version of the Evaluation Form, feedback results and individual responses, along with the recommendations regarding adjustments in salary and/or other benefits to the Village Clerk for sealing and recording within the Administrator's Personnel File.