

# City of Abbotsford

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

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**ABBOTSFORD CITY COUNCIL**  
**TO BE HELD Monday, January 3, 2022 at 6:00 P.M.**  
**AT THE ABBOTSFORD COUNCIL CHAMBER**

1. Call the regular meeting to order
  - a. Meeting Posted According to State Statutes
  - b. Roll call
  - c. Pledge of Allegiance
2. Comments by the Mayor
3. Comments by the Interim Administrator
4. Comments by the Public- 2 Minute Time Limit
5. Minutes from the City Council Meeting held December 15, 2021.
  - a. Waive the reading and approve/disapprove the minutes. (pgs. 3-5)
6. Incidents, Training, Accidents
7. Police Department Update (pg. 6)
8. Fire Department Update( pgs. 7-8)
9. Public Works Update
10. Discussion: Snow Plowing Issues for the Alley South of City Hall
11. Approve/Disapprove Building a New Concession Stand/Score Booth at Red Arrow Park Baseball Field
12. Water/Wastewater Update
13. Discuss/Approve Awarding Bid for the Water Reservoir Rehabilitation Project
14. City of Abbotsford Bank Account Balances (pg.9)
15. Discussion: Updating Comprehensive Plan
16. Approve/Disapprove Changes to the Employee Handbook (pgs. 10-14)
17. Approve/Disapprove Contract for City Administrator (pgs. 15-19)
18. Next Meeting: Monday, January 19, 2022
19. Future Agenda Items – No Action Will be Taken
20. Adjourn

*Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.*

Abbotsford City Council Meeting Monday, January 3, 2022  
Mon, Jan 3, 2022 6:00 PM - 9:00 PM (CST)

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# **Minutes from the December 15, 2021, Abbotsford City Council Meeting in the Abbotsford City Hall Council Chambers.**

Mayor Weix called the Meeting to Order at 6:00.

Meeting was Posted According to State Statutes

**Roll Call:** M. Rachu, Nixdorf, Diedrich, Huther, Zeiset, Espino

Absent: D. Rachu-(Excused), Weideman-(Excused)

**Others Present:** Interim Administrator/Water/Wastewater Manager Soyk, Kevin O'Brien (Tribune Phonograph), Judge Kalepp

**Pledge of Allegiance** – Held

**Comments by the Mayor** – Mayor Weix stated that Clerk/Treasurer Erin Clausnitzer left early this past Friday due to the inclement weather. We have received 50 pair of the smaller garbage carts. Interim Administrator Soyk sent an email to Dale Marth of Advanced disposal to get a cost for the additional 30 pair.

**Comments by Interim Administrator-** Interim Administrator Soyk stated that there was no cost for the first 50 pair of the smaller garbage cans. The next 30 pair of garbage carts the city will have to pay for. We hired Linda Filtzkowski for the Deputy Clerk/Treasurer position and she started today.

**Comments by the Public** – None

**Minutes from the City Council Meeting December 6, 2021-** Motion to approve by *M. Rachu/Zeisert. Unanimous.*

**Fire Department Update-** Mayor Weix went over the fire department update for the council. The total amount of bills paid was \$14,742.04. The fire department has \$153,383.41 in the checking account and \$458,032.12 in the money market account.

**Public Works Update-** DPW Stuttgen was absent and Interim Administrator Soyk gave the update. The public works crew were working on delivering the 50 pair of smaller garbage carts. They will be picking up the larger carts after garbage pickup.

**Approve/Disapprove Town & Country Lawn Service Proposal for 2022-2023-**

Interim Administrator Soyk stated that current contract for Town & Country expires at the end of 2021. The minutes from the Council Meeting held on February 3, 2020, were incorrect. The minutes stated it was a 3-year contract when it was only a 2-year contract. Motion to approve by *M. Rachu/Diedrich. Unanimous.*

**Water/Wastewater Update-** Water/Wastewater Supervisor Soyk showed the council a picture of a pump from the Elderberry Lift Station clogged with rags and mop heads. The check valve past the pump was also clogged which led to more clogging of the pump. This lift station is a submersible lift station and we do not have equipment to pull the pumps. When the pumps get plugged, we must call a contractor to come and pull the pumps. The pumps in the Elderberry lift station are only a few years old but the rest of the components are old. We are getting quotes to replace the old components and that should help with the pumps getting clogged. Soyk stated that he is meeting with MSA Engineering tomorrow to do a trial run on taking the water tower offline. We will be running on system pressure from our water plants. This will determine if we need temporary storage tanks and pumps when the water tower goes offline. The water tower will need to be emptied for approximately 70 weeks. The inside of the tower will need to be sandblasted, repaired if needed, and painted with several coats of paint. If we must bring in temporary pumps and storage tanks it would cost between \$25,000 and \$30,000.

**Approve/Disapprove the Current Bills in the Amount of \$110,643.85-** Alderman Zeiset asked how often we get invoiced from ABT Mailcom. Soyk stated this is our monthly utility bill processing. Motion to approve by *Zeiset/Huther. Unanimous.*

**YTD Financials-** The council reviewed the YTD Financials. Water/Supervisor Soyk stated that the budget for Sewer- Repairs for Line/Plant/Maintenance has \$42,868.77 remaining so if we need to do repairs for the Elderberry lift station, we have money in the budget. The TIF expenditures are high because we have not applied the grant reimbursement money yet.

**Closed Session - Pursuant to Section 19.85 (1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility. (City Administrator & City Clerk/Treasurer)-** Motion to go into close session *M. Rachu/Huther.*

**a. Roll Call-** M. Rachu, Nixdorf, Diedrich, Huther, Zeiset, Espino

**Convene to open session-**

**a. Roll Call-** M. Rachu, Nixdorf, Diedrich, Huther, Zeiset, Espino

**Approve/Disapprove items if any from closed session-** Motion to remove interim title for City Administrator and Clerk Treasurer *Huther/Nixdorf. Unanimous.*

**Approve/Disapprove Amending Ordinance No. 2018-1-** Motion to Table Agenda Item Amending Ordinance No. 2018-1 *M. Rachu/Huther. Unanimous*

**Approve/Disapprove Contract for City Administrator -** Motion to Table Agenda Item Approving/Disapproving Contract for City Administrator *Diedrich/Huther. Unanimous*

**Next Meeting: Monday, January 3, 2021.**

**Future Agenda Items – No Action Will be Taken-** None

**Adjourn-** Motion to adjourn by *Diedrich/Huther. The City Council Adjourned at 7:08 PM.*

# **Colby/Abbotsford Police Commission Meeting**

## **December 13, 2021**

### **6:30 P.M.**

The Colby/Abbotsford Police Commission (CAPC) meeting was called to order by President Todd Schmidt at 6:30 p.m. at the Colby/Abbotsford Police Department (CAPD). Members present were: Todd Schmidt, Randy Hesgard, Mason Rachu, Sarah Diedrich, Dan Hederer and Roger Weideman. Also present were: Colby Mayor Jim Schmidt and Lieutenant Alex Bowman.

**Public Comment:** None

**Minutes from the November 8, 2021 Meeting:** President Schmidt noted there was a minor discrepancy in the wage rates for Police Chief Jason Bauer and Lieutenant Alex Bowman. This was reported by Colby City Clerk Connie Gurtner. To arrive at the wage rate of \$37.00 per hour for Chief Bauer, his wage increase would be \$1.78 per hour, not \$1.79 per hour as approved by the CAPC and the Abbotsford and Colby City Councils. To arrive at the wage rate of \$28.97 per hour for Lieutenant Bowman, his wage increase would be \$1.99 per hour, not \$2.00 per hour as approved by the CAPC and the Abbotsford and Colby City Councils. Motion was made by Rachu, seconded by Hesgard to approve the minutes from the November 8, 2021, with the noted corrections. Motion carried with a voice vote.

**Expenditures:** Motion was made by Hederer, seconded by Diedrich to approve November expenditures as presented in the amount of \$23,692.05. Motion carried with a voice vote. President Schmidt said he would seek clarification of the CORE Technology computer maintenance expense in the amount of \$4,547.

**Employee Christmas Gifts:** Motion made by Rachu, seconded by Hesgard to authorize AbbyColby Crossings Chamber of Commerce gift certificates in the amount of \$50.00 for each CAPD employee and the cleaning person. Motion carried with a voice vote.

**Chief's Report:** Lieutenant Bowman reported on a recent meth bust using the K-9 and the status of several drug investigations. He said there were no maintenance problems with the squad cars. There were three K-9 activities reported for the month of November, resulting in three arrests. There were 626 total CAPD activities reported for the month of November, for a cumulative total of 8,232, compared to 9,518 activities for the first 11 months of 2020.

**Meeting date for January 2022:** The next CAPC meeting will be held at 6:30 p.m. on Monday, January 10, 2022 at the CAPD.

**Adjournment:** Motion was made by Hederer, seconded by Weideman to adjourn the meeting at 6:36 p.m. Motion carried with a voice vote.

**Central Fire & EMS: NOV 2021 Financial Statement**

**Checking Account**

Beginning Balance		\$ 153,383.41
<b>Receipts: Oct 2021</b>		
Town/City Budget Deposits		
2% Dues		
Liferequest - EMS	\$ 32,859.92	
Liferequest - Fire	\$ 6,360.59	
Misc Revenues	\$ 150.00	
Interest	\$ 7.11	

<b>Total Receipts</b>		<b>\$ 39,377.62</b>
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**Disbursements: Oct 2021**

Payroll	\$ 21,886.82
Payroll Taxes	\$ 4,893.19
Vouchers Payable	
Unemployment paid	
Payroll deduction payable	\$ 340.00
Length of Service award	
Legal	
Accounting/Secretarial Service	
Grant planning	
Insurance Premiums	
Vehicle Maintenance-Fire	\$ 351.59
Vehicle Maintenance-EMS	\$ 442.13
Equipment Maint.-Fire	\$ 8.99
Equipment Maint.-EMS	
Apparatus Testing/Cert	
Pagers/Radios-Fire	\$ 261.09
Building Maintenance/Supplies	
Phone & Internet	\$ 224.00
Electric	\$ 584.07
Heat	
Water	\$ 155.00
Water/Truck Fill	
Rent of stations	
Office Expense	\$ 132.00
Office Expense-Fire	
Office Expense-EMS	\$ 38.50
Meeting Expense	
Dues & Subscriptions	
Computer Expense	\$ 1,300.00
Printer/Copier	\$ 258.94
Misc Expense	
Advertising/Promotions	
Clothing/Uniforms-Fire	
Clothing/Uniforms-EMS	
Mileage Reimbursement	
Training & Education-Fire	\$ 44.80
Training & Education-EMS	
Ambulance Supplies	\$ 382.79
Equipment Purchases-Fire	
Equipment Purchases-EMS	
Turn out Gear-Fire	
Fire Supplies-Foam	
Fire Supplies	
Haz Mat	
Fuel-Vehicles	\$ 2,753.23
Capital Equipment Purchases	
Xfer balance to savings	

<b>Total Disbursements</b>		<b>\$ 34,057.14</b>
		<b>\$ 158,703.89</b>

**Bank Statement**

Ending Abby Bank Checking Account Balance as of 11/30/2021	\$ 164,129.23
Outstanding Disbursements	5,426.04
Ending Transaction Detail Balance	\$ 158,703.19

**Other Accounts-Money Market**

Beginning Balance		\$ 458,032.12
10/31/2021 Interest		\$ 75.30
<b>Savings account balance as of 9/30/2021</b>		<b>\$ 458,107.42</b>

Summary of Bills - PAID	
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12/2/2021	\$10,036.34
12/14/2021	\$44,253.15

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TOTAL	\$54,289.49
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**CITY OF ABBOTSFORD BANK ACCOUNTS**

<b><u>Account</u></b>	<b><u>October 2021</u></b>	<b><u>November 2021</u></b>	<b><u>December 2021</u></b>
Water Savings	\$ 975,771.75	\$ 975,934.84	\$ 975,934.84
Water Reserve Fund -2012 Bond	\$ 279,146.02	\$ 279,169.34	\$ 279,169.34
Water Reserve Fund -2020 Bond	\$ 176,345.08	\$ 176,359.82	\$ 176,359.82
Sewer Reserve Fund	\$ 280,707.62	\$ 280,715.00	\$ 280,715.00
Sewer Savings	\$ 30,793.26	\$ 30,795.84	\$ 30,795.84
Treasurers Account	\$ 1,401,449.83	\$ 1,430,580.62	\$ 2,509,635.31
Treasurers Cash/Checking	\$ 536,251.40	\$ 881,242.04	\$ 880,884.27
Library Account	\$ 40,558.60	\$ 40,568.77	\$ 40,568.77
Library Retirement	\$ 450.01	\$ 450.09	\$ 450.09
Parade Building	\$ 49.75	\$ 49.75	\$ 49.75
Shortner Trust	\$ 16,223.29	\$ 16,224.65	\$ 16,224.65
Cemetery Association	\$ 8,871.32	\$ 8,871.32	\$ 9,936.02
Cemetery Association Memorial	\$ 2,973.07	\$ 2,973.07	\$ 2,973.07
Perpetual Care	\$ 38,418.34	\$ 38,421.55	\$ 38,421.55
Public Works Equipment Fund	\$ 51,234.47	\$ 51,238.76	\$ 51,238.76
Public Safety Donation Fund	\$ 54,004.50	\$ 54,009.01	\$ 54,009.01
Nursing Home CD	\$ 49,039.58	\$ 49,039.58	\$ 49,039.58
Red Arrow Park Reserve Fund	\$ 5,126.54	\$ 5,126.93	\$ 5,126.93
Red Arrow Park Savings Account	\$ 50,000.21	\$ 90,004.44	\$ 90,004.44
Tire and Appliance Escrow	\$ 12,600.16	\$ 12,600.16	\$ 12,600.16
General Fund Savings	\$ 80,006.64	\$ 80,013.33	\$ 80,013.33
Jetter Acct	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Fire Department Savings	\$ 25,662.34	\$ 25,664.48	\$ 25,664.48

4. The Public Works work week will be limited to forty (40) hours unless authorized by the Department of Public Works Manager.

City Administrator and the Deputy Clerk/Deputy Treasurer will work the normal week plus meetings they are required to attend.

5. Rotation: Employees required to work on a weekend (Saturday and Sunday) will be excused from the following Thursday and Friday to keep within the forty (40) hour week.

#### 1.7 ATTENDANCE AND ABSENTEEISM.

1. Inability to report to work. If an employee is unable to report to work, the employee will notify his immediate supervisor within thirty (30) minutes before the start of the normal workday. Failure to give such notices may result in leave-without-pay as circumstances warrant.
2. Unauthorized absence for (3) consecutive working days shall be considered a resignation or just cause for dismissal.
3. Tardiness may be excused at the discretion of a supervisor for such reasons, including but not limited to, as road conditions, to donate blood, vehicle trouble or accidents.
4. Excessive absenteeism without proper notice to supervisor shall be reason for disciplinary action. Within a thirty (30) day period one (1) to two (2) days of absenteeism will constitute a verbal warning, three (3) days of absenteeism will constitute a written warning, and four (4) days or more of absenteeism will constitute separation.

#### 1.8 COMPENSATORY TIME.

1. Compensatory time can only be earned or taken upon authorization by an employee's immediate supervisor.
2. Compensatory time is computed at a rate of one and one-half hours of compensatory time per hour of overtime work performed. Hours worked in excess of forty (40) hours a week will be compensated at the rate of time-and-a-half for hourly employees. Compensatory time can be taken in lieu of overtime pay.
3. Compensatory time must be used within year in which it is earned except for time earned in November and December which may roll over into the next year.. In addition, 40 hours of compensatory time may be rolled over into the next year. All other compensatory time not used within the year it was earned will be paid out at ~~one and a half times the original number of hours in excess of 40 hours a week.~~

**Commented [JS1]:** Remove and replace with " at the end of the year."

#### 1.9 CALL IN PAY

If an employee is called in during off-hours, the minimum paid time shall be for a two-hour period and the maximum paid time shall be for the actual hours worked.

1. Determination of rates. Salary and hourly wages will be reviewed annually, unless otherwise agreed upon by the City Council or Committee of the Whole at budget time taking into consideration the degree of responsibility, level of training required, complexity of work relationships, attitude, supervisory responsibility, necessity for exercising independent judgment, and performance evaluations for the year.
2. Class Salary Range. Salary ranges will be determined for each job title by the City Administrator for review by the City Council annually. Changes in salary ranges or creation of salary ranges will be recommended by the City Administrator for final approval by the City Council.
3. Hiring Range. In accordance with funding source requirements, at least the Federal minimum wage, unless state minimum wage is higher, will be paid to all employees. Wages and salaries will be reviewed annually to ensure that they reflect local and national trends.
4. Certification Pay: \$.50/hr per license.

3.2 PAYROLL PERIOD & PAYDAY.

1. City employees are paid on a bi-weekly payroll system. Each period covers fourteen (14) calendar days beginning on a Saturday and ending the Friday the following week. The paychecks will be distributed to each department every two weeks on Friday. If the payday falls on an official holiday; checks will be issued the preceding workday.
2. All paychecks shall be paid via direct deposit.
3. City Council members are paid monthly on the day of the City Council meeting for the previous month's meetings.
4. Payroll Advance. Requests for pay advances are discouraged. In an extreme emergency, and with approval of the Mayor and City Administrator, a pay advance may be made to the extent of wages earned up to the time of request.
5. Release of a paycheck to someone other than the employee requires written authorization from the employee.
6. Separation Payments.
  - ~~Annual Leave (Vacation)~~ In the event of separation for any reason, accrued (up to and including the day of separation) ~~annual leave (vacation)~~ shall first be reviewed by the City Council or Committee of the Whole and will be paid out on the next bi-weekly payroll following the meeting of the City Council or Committee of the Whole.
  - Paid Time Off: Benefit full-time employees.

Commented [JS2]: Change to PTO

Commented [JS3]: Change to PTO

- Separating employees will forfeit all unused ~~accrued PTO.~~
- Retiring employees will receive 100% of unused ~~accrued PTO~~ accumulated through the date of retirement up to the maximum limit.
- Resigning employees will forfeit all unused ~~accrued PTO.~~

**Commented [JS4]:** Change to "hours in their PTO Bank"

**Commented [JS5]:** Change to "hours in their PTO Bank"

**Commented [JS6]:** Change to "hours in their PTO Bank"

### 3.3 REIMBURSEMENT FOR JOB-RELATED EXPENSES.

#### 1. Transportation.

- Prior to travel, a training request form must be approved by a Department Head and City Administrator. Employees engaged in previously approved City business will receive reimbursement at the rate established by the City Council. When more than one staff member is going to the same destination, they are expected to travel in the same vehicle if reimbursement is to be paid. This can be reviewed on a case by case basis and exceptions can be considered by the Department Head and the City Administrator. A city owned vehicle must be used if one is available. Reimbursement for use of a personal vehicle will be paid over the shortest route possible. Transportation shall be of the most economical type route and class, with a starting point being measured beginning at the Abbotsford City Hall. Reimbursement will be paid at the IRS Rate for a use of personal vehicle.
- Transportation to and from work is the responsibility and sole cost of the employee.
- Parking fees are reimbursable upon approval by the City Administrator.

#### 2. Meals and Lodging.

- When the employee is required to travel out of town by the Employer, the Employer shall provide a suitable vehicle. If the Employer does not have a suitable vehicle available to use, the employee may use their private vehicle to be compensated by odometer mileage for use by the Employer at the current IRS rate allowed. All expenses incurred in regard to tolls, parking fees, or garage charges are to be reimbursed by the Employer, upon presenting of receipts.
- When the Employer requires an employee to attend an overnight out-of-town function, the Employer will reimburse the employee for lodging and meal expenses, upon presenting of receipts. If a guest accompanies an employee, the Employer will reimburse the employee for the single rate of lodging, and the employee will be required to pay the difference.
- The Employer will reimburse the employee for up to
  - \$8.00 for breakfast,
  - \$12.00 for lunch
  - \$17.00 for dinner.
- The Employer will also reimburse the employee for any registration fees or other materials required for the function.
- Employees will be paid for time actually worked at the employee's regular rate of pay for job-related meetings, seminars, and schooling.

3. ~~A written request for an annual leave is required from all permanent full-time and salaried employees. Annual leave credits are earned by permanent full-time and salaried employees as a fringe benefit, but is a matter for administrative determination when an employee may be granted leave and in what amount. Work requirements as well as reasonable and considerate treatment of an employee are determining factors. All absences from work not covered by compensatory time or PTO will be charged against annual leave or leave pay.~~

**Commented [JS7]:** We no longer have annual leave. Remove paragraph.

4. PTO shall be accrued by each permanent full-time employee from the first day of employment, and may be used after the completion of the employee’s training period or with the permission of the City Administrator. Leave of absence without pay or benefits for a maximum of one-hundred-eighty (180) days may be granted to permanent full-time and salaried employees of the City of Abbotsford with the approval of the City Administrator and the City Council. PTO will be credited on a bi-weekly basis at the following rates beginning on the employee’s anniversary date:

Continuous Years Of Service	Credited Vacation Leave	Hours Per Pay Period
Less than 2 Years	5 Days	~7.08
2 through 6 Years	10 Days	~8.62
7 through 9 Years	12 Days	~9.23
10 through 14 Years	15 Days	~10.15
15 or more years	20 Days	~11.69*

5. In the case of death of a Permanent full-time or salaried employee, unused accrued annual leave shall be paid to the employee’s estate.

6. ~~Separating employees shall be paid for the annual leave portion of PTO accrued but not taken; they will be assessed for annual leave taken but not earned.~~

**Commented [JS8]:** Change to “Separating employees shall be paid for all unused PTO.”

7. Accumulation: PTO shall accumulate to a maximum of 304 hours a year. Any leave accumulated above 304 hours shall be forfeit.

5 PTO will be used when, through exposure to a contagious disease, the presence of the employee at their place of duty jeopardizes the health of others.

6 When illness/injury occurs prior to or within a period of a scheduled ~~annual leave~~, the period of illness may be charged as PTO at the discretion of the immediate supervisor upon written request by the employee accompanied by a doctor’s certificate.

**Commented [JS9]:** Change to PTO

7 Employees may bank up to 96 hours of PTO a year with a maximum accumulation. ~~ca p o f 240 hours. At the end of the year employees may transfer up to 96 hours to the PTO bank.~~ The PTO bank shall show up as a separate line item on employees pay stub. Separation from employment for any reason other than retirement shall result in the forfeiture of all unused accumulated PTO in the employee’s PTO bank.. Retiring employees will receive 100% of their unused accumulated PTO in the PTO bank.

8 ~~For the purposes of a PTO payout, a retiring employee is defined as employee who has filed for retirement with the State of Wisconsin Retirement System and has worked for the City~~

**Commented [JS10]:** Add “bank” after PTO

~~of Abbotsford for at least 15 year. An employee who is not eligible to file for retirement due to state age restrictions, but has work for the city for at least 30 years is also eligible for a PTO payout.~~

**Commented [JS11]:** Remove the 15-year requirement or add unless otherwise approved by the City Council.

- 9 Employees who have already accrued more than the maximum reserve limit of 240 hours shall have their PTO hours capped at the number of hours they have accrued at the time of adoption of this manual.
- 10 PTO will not be used to determine or calculate overtime pay unless approved by their immediate supervisor.
- 11 All full time employees may choose to transfer their unused PTO and accumulate up to a ceiling of 240 hours of PTO.
- 12 Retirement Payout: When an employee retires by applying for benefits from the Wisconsin Retirement System and before becoming eligible for Medicare, the total amount of their PTO remaining in their bank may be applied to pay for the employee's health insurance premiums, or paid to the employee in cash at the employee's pay rate at retirement.
- 13 Employees shall be grandfathered in cases where a higher maximum threshold was reached prior to the enactment of this employee manual.
  1. Vacation Increments: Employees shall take vacation in increments to be approved by the supervisor.
  2. Annual leave will not be used to determine or calculate overtime pay.

13.2 OFFICIAL CITY HOLIDAYS.

1. The following days will be paid holidays for benefit eligible employees:
  - a. New Year's Day
  - b. Memorial Day (Federally designated Monday)
  - c. Independence Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day
2. Employees must be actively at work the last scheduled workday prior to and the next scheduled workday immediately following a holiday to qualify for holiday pay. An employee may be off from work on one or both qualifying day for one of the following reasons and qualify for holiday pay:
  - a. Vacation
  - b. Paid non-occupational illness/injury
  - c. Occupational illness/injury
  - d. Jury Duty
  - e. Funeral Leave
  - f. Prior Approval of the Mayor or City Administrator
3. In the event a paid holiday falls within a vacation period, such day shall not count as a vacation day taken. (see 4.03 (4)). When any such holiday falls on Sunday, the following Monday shall be considered the paid holiday. When any such holiday falls on a Saturday, the proceeding Friday shall be considered the paid holiday.

## **EMPLOYMENT AGREEMENT**

**WHEREAS**, the City of Abbotsford, Wisconsin (“City”) desires to employ Joshua Soyk (“Employee”) as the City Administrator; and,

**WHEREAS**, the City and the Employee desire to enter into an agreement for the purpose of describing the duties, compensation, benefits, and other conditions of employment of Employee with the City.

**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 employ Employee as City Administrator to perform the duties specified in the Ordinance of the Abbotsford Code of Ordinances and all amendments thereto, which are specifically incorporated herein by reference, the laws of the State of Wisconsin, the duties listed in the job description for this position, and other legally permissible and proper duties, as may be assigned from time to time by the Mayor and City Council.
- b. Employee agrees to serve as City Administrator and perform all duties specified in the applicable Ordinances of the Abbotsford Code of Ordinances and all amendments thereto, which are specifically incorporated herein by reference, the laws of the State of Wisconsin, the duties listed in the job description for this position, and other legally permissible and proper duties, as may be assigned from time to time by the Mayor and City Council. The Employee agrees to devote his 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 Mayor and City Council.
- c. The City and Employee agree that the Employee will provide input on ordinances, resolutions and policies and execute the decisions of the Mayor and City Council. The Employee has the authority to make day-to-day operational decisions subject to general policy determinations by the Mayor and City Council and will provide policy guidance and direction to City employees.

**2. Term of Office.** This Agreement shall be retroactive as to wage increase and effective as of the 1<sup>st</sup> day of January, 2022 and shall run through December 31, 2025 unless modified or terminated as provided for herein. Employee is an at-will employee and is appointed to a three (3) year term subject to termination for cause or without cause at any time.

**3. Salary.** Employee shall receive an annual salary of Seventy-Three Thousand Dollars (\$73,000.00). On January 1, 2023, and annually thereafter, Employee’s salary may be increased upon satisfactory performance of Employee following a

performance review as set forth in the City of Abbotsford current Employee Handbook and as provide for in Section 4 below. Upon approval and execution of this Contract by all parties, the employee shall receive upon the next payroll period a sum sufficient to reflect this increase in his annual salary retroactive to January 1, 2022.

**4. Performance Review.**

- a. Employee shall receive an annual performance review with the input of the Employee. The review will consist of establishing annual goals for performance by the Employer.
- b. The Mayor and the City Council shall conduct the annual evaluation of the Employee.
- c. The annual evaluation of Employee shall be used to determine any merit adjustment in salary.

**5. Employee Benefits.** City shall continue to provide the Employee all benefits listed and defined in the current City Employee Handbook (Handbook) in effect as of the date of this Employment Agreement which may from time to time be amended by the City Council in its discretion.

- a. Employee shall be reimbursed at the applicable IRS rate for business use of his personal vehicle. Out of town business mileage will be approved by the Mayor and recorded and logged. This does not apply to commuting to and from work.

**6. Hours of Work.** It is expected that Employee shall work during the normal hours of the City. Employee is also required to attend all required City Council, Commission and Committee meetings unless specifically excused by the Mayor. In recognition of the fact that Employee may be required to attend meetings regularly which occur outside of normal City Hall office hours, the Employee may adjust the work schedule as long as all work is completed in an appropriate and timely manner and in consultation with the Mayor.

**7. Dues, Subscriptions and Expenses.** Dues, subscriptions, and general expenses shall be paid in accordance with the Employee Handbook unless in conflict with the terms of this Agreement, in which event the terms of this Agreement shall prevail.

**8. Professional Development.** The City shall budget and pay annual membership fees for professional associations including the Wisconsin City/County Management Association (WCMA), Wisconsin Municipal Clerks Association (WCA), and Municipal Treasurers Association of Wisconsin (MTAW). City shall pay for registration and attendance at professional and continuing education conferences and classes to be mutually determined and approved by the Mayor and City Council.



9. **Notice of resignation.** If Employee voluntarily resigns from the position of Administrator, Employee shall provide City with a minimum of thirty (30) calendar days written notice, in advance, unless such notice is waived by the concurrence of a majority of the City Council. Notice of resignation shall be provided in writing to the Mayor.

10. **Termination.**

a. **Termination for Cause.** If Employee is terminated for cause, City shall provide written notice of cause or causes of termination and an opportunity for a hearing. However, the decision of the Mayor and City Council shall be final. For the purposes of this Agreement, "Cause" shall mean inefficiency, neglect of duty, official misconduct, or malfeasance in office, as defined in Wis. Stat. §17.001, any conduct in violation of any state or federal criminal law, or other conduct demonstrating an intentional and substantial disregard for the trust and confidence City residents have the right to expect of their local government officials. If the Employee is terminated for cause, then the City shall have no obligation to pay the severance payment described in section (b) below.

b. **Termination without Cause.** b. **Termination without Cause.** If Employee is terminated without cause, then the City agrees to pay Employee severance compensation equal to one (1) year salary and pay the employer's contribution to health insurance premiums for one (1) year following termination, or any combination of severance compensation and notice providing one (1) year of financial protection. The method of providing severance payment and the manner in which Employee's share of health insurance premium is paid shall be determined by the City. The severance payment and the health insurance coverage shall constitute a full settlement payment to the Employee in exchange for release of any and all then existing claims regarding employment with the City, if any. 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 claim against the City and any City employee, including but not limited to, any claims of wrongful discharge, discrimination or other employment related claims arising prior to the signing of the release. The release shall be in a form and shall contain such terms as shall be required by the City's legal counsel. If Employee regains employment anytime after termination and health insurance is available through the new employer, Employee shall enroll in the new employer's health insurance plan and notify the City, and the City will terminate the Employee's health insurance coverage with the City and shall not be liable for premium payments covering any period after the effective date of availability of the other insurance. The terms in this section will terminate at the end of the three (3) year appointment.

(i). **Reinstatement as Water/Wastewater Supervisor.** Upon termination without cause under paragraph 10.b or 10.c. of this Employment Agreement, it is agreed between the City and the Employee that the Employee shall be employed solely in his former capacity as the Water/Wastewater Supervisor for the City, subject to the

same pay scale and benefits in effect for said Supervisor position, (prior to the Employee's employment with the City as the interim and now permanent position as the City Administrator) with due credit for years of service with the City as its Employee.

- c. If employee resigns following a written request to resign made by the City Council, and such action will be regarded as termination without cause and subject to the terms of Section 10. b. above, unless the request by the City Council identifies cause for termination as defined in Section 10. a.
  - d. Upon termination without cause or resignation from the employment, Employee shall receive compensation for all accrued vacation, in accordance with the then current City ordinances, policies and Employee Handbook.
11. **Resolution of Disputes.** City and Employee agree to first attempt to resolve any disputes or obtain needed clarification arising out of the interpretation of this Agreement through mutual discussion.
  12. **Entire Terms of Agreement.** 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 Mayor and City Council, unless otherwise specifically provided herein.
  13. **Severance of Terms of Agreement.** Invalidation of any part of this Agreement by legal judgment or court action shall in no way affect any of the other provisions, which shall remain in full force and effect.
  14. **Modification or Changes to this Agreement.** This Agreement shall remain in full force and effect unless modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire City Council, be in writing, and be executed by City and Employee.
  15. **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 requested, first-class postage prepaid or by courier service to the Mayor at: Mayor, City of Abbotsford, 203 Frist Street, Abbotsford, WI 54405, and to Employee at the most recent address given in Employee's personnel file.
  16. **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 the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joshua Soyk, Employee

City of Abbotsford

\_\_\_\_\_  
Mayor James Weix  
City of Abbotsford

ATTEST:

\_\_\_\_\_  
Erin Clausnitzer, Clerk Treasurer

City of Abbotsford

APPROVED AS TO FORM:

\_\_\_\_\_  
William C. Gamoke, Attorney  
City of Abbotsford