

**Village of Somers  
7511 12th Street  
Somers, WI 53171**

**Special Village Board Meeting  
Agenda  
Tuesday, July 1, 2025  
5:25pm**

<b>Special Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Discussion and possible action on the appointment and contract for the Final Candidate of the Village/Town Administrator.
4	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the July 1, 2025, Special Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 27<sup>th</sup> day of June 2025

Wendy Burnette Clerk/Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken**

## **EMPLOYMENT AGREEMENT**

**WHEREAS**, the Village of Somers (“Village”) desires to appoint and employ James Hurley (“Employee”) as the Village/Town of Somers Administrator to serve at the pleasure of the Village Board; and,

**WHEREAS**, the Village and the Employee desire to enter into this Agreement for the duties, compensation, benefits, and other conditions of employment with the Village of Somers, Wisconsin.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

### **1. Duties**

- a. The Village agrees to appoint and employ Employee as Village/Town Administrator to perform the duties specified in the Somers Village and Somers Town Municipal Ordinances, Somers Village and Town policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 62, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Village Board.
- b. Employee agrees to serve as Village/Town Administrator and perform all duties specified in the Somers Village and Town Municipal Ordinances, Somers Village and Town policies, the laws of the State of Wisconsin, Wisconsin Statutes Chapter 62, the duties listed in the job description for this position, and other legally permissible and proper duties, as assigned by the Village Board. The Employee agrees to devote the Employee’s entire full-time 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 Village Board.
- c. The Village Board may fix such other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Somers Village and Town Municipal Ordinances, or any other law.
- d. The Village and Employee agree that the Village/Town Administrator will provide input on ordinances, resolutions, and policies and execute the decisions of the Village Board. The Village/Town Administrator has the authority to make day-to-day operational decisions and will provide policy guidance and direction to Village and Town employees.

### **2. Term of Office**

This Agreement shall be effective upon the commencement of employment, which is August 18, 2025.

Employee is an at-will employee and is appointed to an indefinite term, subject to termination for cause or without cause at any time. This offer of employment is contingent upon satisfactory results of a criminal background check by the Employer.

3. **Salary.** During the first calendar year of employment, Employee shall receive an annual salary of \$125,000 (One Hundred Twenty Five Thousand Dollars) prorated from the commencement of employment through December 31, 2025. The salary will be paid in equal installments at the same time other Village employees are paid. On or around February 1, 2026, after Employee's 180-day performance review by the Village Board (see Section 4 following), the Village/Town Administrator's salary shall be increased \$5,000 (Five Thousand Dollars) upon a satisfactory performance review by Employee as determined by the Village Board. The Village/Town Administrator's salary shall be determined annually thereafter by the Village Board.

Employer shall not reduce the salary and/or benefits of Employee unless the salary and/or benefits of all non-represented employees are reduced in the same manner and by the same percentage. If Employee's salary and/or benefits are reduced in a different manner and/or by a greater percentage than those of other non-represented employees, Employee has the option of deeming Employee's employment terminated and receiving the severance terms described in Section 9(c) of this agreement.

#### 4. **Performance Review**

- a. The Somers Village Board shall review and evaluate the Employee's performance within ninety (90) days and again at one hundred eighty (180) days of the Commencement Date. Said review and evaluation shall be in coordination with specific goals and objectives for the Employee as well as the Employee's professional development as determined jointly by the Village President, Village Board, and Employee.
- b. Employee shall receive a performance review at least once annually thereafter, with the Village Board to determine the process with the input of the Employee. The review will also consist of establishing annual goals and objectives.
- c. The annual performance review of the Employee as performed by the Village Board may be used by the Village Board to determine any merit adjustment in the Employee's salary.

#### 5. **Employee Benefits**

- a. Village shall provide Employee benefits listed and defined in the Village of Somers Personnel Policies and Procedures Manual ("Handbook"), which may from time to time be amended by the Village Board. The conditions of and the Employee's eligibility for these benefits are subject to the terms of the specific benefit plans.
- b. Employee shall be given twenty (20) work days of vacation upon commencement of employment for use in the first year of Employment. Thereafter, for the next

year, the Employee shall be credited with ten (10) years of continuous service and shall receive vacation accrued at that step prospectively based on that tenure. Any further increase in vacation benefit would be in accordance with the schedule defined in the Handbook when that next step adjustment is earned based on years of service, to include the years of service credited to the Employee. Employee is eligible to accrue and carry over vacation time on an annual basis, in consultation with and approval of the Village President.

- c. Employee shall receive sick leave in accordance with the Handbook.
- d. The Employee shall be provided a Village-issued cell phone for City purposes only pursuant to the Handbook. If his personal cell phone is used for Village and Town business, the Employee agrees to fully cooperate with the Village and/or Town regarding disclosing public records from the Employee's personal cell phone and permitting representatives of the Village and/or Town access to the cell phone for purposes of accessing Village and/or Town records and for other legitimate Village and/or Town business purposes.
- f. Employee shall be reimbursed at the applicable IRS rate for business use of his personal vehicle. This does not apply to commuting to and from work. Employee has and will maintain their own automobile as well as maintain his/her own comprehensive vehicle insurance policies consistent with Village policies.

## **6. Hours of Work**

It is expected that the Employee shall work during the Somers's normal office hours and at Somers Village/Town Hall. Employee is also required to attend the meetings after regular business hours unless excused or on approved benefit time off, including: (a) the regular monthly and any special Village Board and Town Board meetings; (b) the regular monthly meeting and any special meetings of Village Committees; and (c) other Village and/or Town meetings that are mutually determined by the Village President and Employee that Employee's presence is needed.

In recognition of the fact that the Employee will be required to attend meetings regularly, which occur outside of normal Village/Town 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 Village President.

## **7. Professional Development-Dues, Memberships, Subscriptions and Expenses**

Professional Development of the Employee is encouraged. Dues, subscriptions, and general expenses for service in professional municipal and local government leadership organizations shall be in accordance with the Handbook and subject to approval by the Common Council. The Village shall budget and pay annual membership fees for professional associations, including the International City/County Management Association (ICMA) and Wisconsin City/County Management Association (WCMA). Village shall pay for registration and attendance at professional and continuing education

medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for not less than three (3) months under an accident and health plan covering employees of Employer.

**B. Termination for Cause.**

If the Employee is terminated for "cause," the Village shall have no obligation to pay the severance payment designated in section (c) below. "Cause" shall be determined by the Village, in the exercise of good faith and reasonable judgment. The Village's determination of "cause" shall be final. "Cause" shall mean (i) the continued failure by Employee to substantially perform Employee's duties with the Village (other than a failure resulting from Employee's incapacity due to Disability or physical or mental illness) after a written demand for substantial performance is delivered to Employee by the Village, which demand specifically identifies how the Village believes that Employee has not substantially performed Employee's duties and provides a reasonable opportunity to cure; (ii) any act of negligence or misconduct by Employee which is materially injurious to the Village or any of its affiliates, monetarily or otherwise; (iii) any criminal, fraudulent or dishonest act with respect to the Village; (iv) any criminal conviction of Employee for the commission of any crime that substantially relates to Employee's job; (v) any breach of any material term of this Agreement by Employee or (vi) any grounds set forth in Wis. Stat. § 17.001.

**C. Termination without Cause.** If the Employee is terminated without cause, the Village agrees to pay the Employee severance compensation equal to twenty-six weeks (26) weeks' aggregate weekly salary and pay the employer's contribution to health insurance premiums for six (6) full months following termination. The method of providing severance payment and the Employee's share of health insurance premium shall be paid as determined by the Village. The severance payment and the health insurance coverage shall constitute a full settlement payment to the Employee of all existing claims regarding employment with the Village. The Village's obligation to pay the severance compensation to the Employee shall be conditioned upon the Employee executing and delivering to the Village a full, final, and complete release of any and all claims that the Employee may claim Employee has against the Village, including but not limited to, any claims of wrongful discharge, discrimination, breach of contract, or any other employment related claims. The release shall be in a form and shall contain such terms as shall be required by Legal Counsel for the Village. If the Employee fails to execute such full, final, and complete release, then the Employee is ineligible for severance benefits under this section. If Employee regains employment anytime within six (6) months of termination and health insurance is available to Employee through the new employer, then Employee shall immediately enroll in the new employer's health insurance plan and notify the Village Clerk, at which time the Village shall terminate the Employee's health insurance with the Village.

Upon termination without cause or resignation from the Village/Town Administrator position, the Employee shall receive compensation for all accrued unused vacation, in accordance with Village policies, except as set forth in Section 8.

**11. Resolution of Disputes**

Village 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. Terms of Agreement to Govern**

This Agreement constitutes the entire understanding and agreement of the parties and shall govern the terms of employment with the Village. 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 Somers Village Board and/or Somers Town Board, unless otherwise specifically provided herein.

**13. Severance of Terms of Agreement**

Invalidation of any part of this Agreement by 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 until modified by the parties. Any modification of the terms of this Agreement must have the concurrence of a majority of the entire Village Board, be in writing, and be executed by the Village and the Employee.

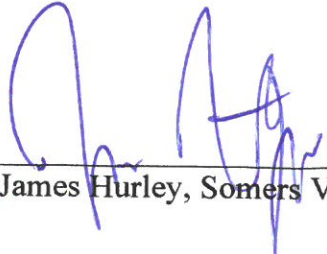
**15. Notice**

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 required, first-class postage prepaid or by courier service to the Village President, Village of Somers, 7511-12<sup>th</sup> Street, Kenosha, WI 53144 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 \_\_\_\_\_  
\_\_\_\_, 2025.

 6.26.2025  
James Hurley, Somers Village/Town Administrator

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George Stoner, President  
Village of Somers

ATTEST:

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Wendy Burnette, Village Clerk