

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 18th day of July, 2023 by and between Iowa County ("Employer" or "County"), and Lawrence Bierke ("Employee"), and constitutes the entire Agreement of the parties as follows:

- 1. TERM.** The Employee shall continue appointment as County Administrator by a majority vote of the County Board and shall serve in that role under the terms of this Agreement. This Agreement shall commence on September 1, 2023, and shall be in effect for a three (3) year term ending on August 31, 2026. The County Administrator position will serve as 70% County Administrator and 30% Economic Development throughout the term of this Agreement. The term of this Agreement may be further modified at any time by mutual written agreement between the Employer and the Employee.

AT WILL STATUS. The Employee is an "at will" employee under this Agreement and may be discharged or terminated at any time without reason and without cause by a majority vote of the County Board. It is understood that this article shall not apply to voluntary resignation, mutually agreed upon termination of this Agreement, retirement, or to any other voluntary separation from employment.

- 2. DUTIES AND RESPONSIBILITIES OF EMPLOYEE.** The Employee shall have the duties and responsibilities set forth in Wisconsin State Statute §59.18 and any other applicable State statutes, in the job description enacted or established by the Employer for the position of County Administrator, in resolutions and ordinances passed by the County Board, and in any other directives issued by the Employer. The Administrator, subject to the limitations defined by Iowa County and the laws of the State of Wisconsin, shall be the Administrator of the County, responsible to the County Board for proper administration of the business affairs of the County, the Statutes of the State of Wisconsin, the ordinances of the Iowa County, and the resolutions and directives of the County Board. The Employee shall be subject to all provisions set forth in the Employment Handbook and Policy Manual for Iowa County that are not in conflict with terms of this Agreement, but this Agreement shall supersede any inconsistent terms or difference in procedures set forth in the Personnel Policy.

- 3. SALARY.** Employer shall pay Employee an annual salary of \$150,000 from September 1, 2023, to August 31, 2024. Employee shall receive an increase of 5% in his annual salary at the beginning of the second year of this Agreement (2024-2025) and the beginning of the third year of this Agreement (2025-2026).

ECONOMIC DEVELOPMENT BONUS. Economic Development requires the building of relationships and a continuous effort toward an improvement of economic indicators. Economic growth is typically the combination of many efforts and an indication that leadership efforts are being impactful. Employee shall qualify for a \$5,000.00 bonus each time Employee shows significant involvement and one of the following occurs within Iowa County:

1. A new manufacturer/business locates in Iowa County creating more than fifteen full-time jobs.
2. The Department of Tourism reports that "direct Visitor Spending" in Iowa County has increased more than 15% from one year to the next.
3. When the cumulative total of airport hangars at the Iowa County airport increases by ten additional hangars.
4. Each time Iowa County Net New Construction is set by the State of Wisconsin at 3% or more.
5. When Iowa County participates in a development project with a development agreement and incentives that leads to a minimum of \$5,000.00 of tax revenue to Iowa County.
6. Any other economic development effort that significantly impacts Iowa County's economic outlook as deemed appropriate by the Iowa County Board and Employee shows essential involvement.

Any economic development bonus earned shall be recommended by the Executive Committee in the month of August when the employee performance evaluation is completed. Employee shall never exceed more than three bonuses for a maximum of \$15,000 per year.

- 4. PERFORMANCE EVALUATION.** Employer and Employee agree that a performance review will be conducted by the Executive Committee on Employee in July and/or August of each year. The County Board, may at their discretion, consider an additional increase in the Employee's pay after the twelve (12) month review is completed. The process for the Employee performance evaluation will be determined by the Executive Committee. The process, at a minimum, will include the opportunity for both parties to prepare a written evaluation; meet and discuss the evaluation; and present a final written evaluation for the personnel file.
- 5. PENSION PLAN.** Employer and Employee shall contribute to WRS for Employee as required by State law.
- 6. MANAGED TIME OFF (MTO).** Employee shall participate in MTO and shall receive leave in the same amounts as are currently provided to other non-represented employees of Iowa County. Employee shall participate in this program at the "21 or more" year accrual period rate for the duration of this agreement.
- 7. HOLIDAY.** Employee shall be paid on the same holiday schedule as other non-represented full-time employees of Iowa County.
- 8. GENERAL INSURANCE (Health, Dental, Life, Vision, Short Term and Long Term Disability and Long Term Care).** Employer shall offer, provide and pay on behalf of Employee for such health, life, dental, vision, disability and long-term care insurance benefits including the Employee's dependents at the same rate and upon the same terms as that which is offered and/or provided to all other employees.
- 9. PROFESSIONAL DUES.** Employer shall be responsible for the payment of Employee's cost of maintaining membership in the Wisconsin City/County Management Association, (WCMA), and the International City/County Management Association, (ICMA). Employee may attend the annual conferences of the WCMA and the ICMA whenever sufficient funds are available and if authorized by the County Board.
- 10. RESPONSE TIME.** Employee shall have a 45-minute response time to the Iowa County Courthouse from the time of an initial call for assistance.
- 11. MILEAGE REIMBURSEMENT.** Employee shall have a privately owned motor vehicle available to execute his duties and shall be reimbursed for all employment-related travel outside the County of Iowa as provided under County Policy and at the current Internal Revenue Service (IRS) adopted mileage rate that all other County employees are eligible to receive.
- 12. VEHICLE ALLOWANCE.** Employer shall pay Employee a \$200.00 monthly stipend for Employee's use of his personal automobile in year one of this Agreement and a \$300.00 monthly stipend in years two and three of this Agreement. No additional mileage reimbursement will be paid for travel within the County of Iowa.
- 13. CELLPHONE.** Employer shall provide Employee with a \$50.00 monthly stipend to apply towards use of a personal cellphone for purposes of employment under this Agreement.
- 14. HOURS OF WORK.** It is understood that the position of County Administrator requires attendance at evening meetings of County Board and Standing Committees, occasionally at weekend meetings, and as needed in the event of emergencies. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time.
- 15. OUTSIDE EMPLOYMENT.** Under this Agreement, the County shall be Employee's primary employer. Employee may engage in activities on personal time outside his employment, such as teaching and consulting, provided that such activities do not impede or interfere with Employee's employment responsibilities under this

Agreement and do not result in a conflict of interest. Employee shall advise the County Board prior to engaging in such outside activities.

Iowa County understands that the County Administrator regularly invests in real estate opportunities and further defines himself as an entrepreneur. Iowa County is aware that the County Administrator owns rental property, is a licensed realtor, is part owner of LaCoona Consulting, and serves on the board of directors for both profit and nonprofit corporations, in addition to his employment with Iowa County. Iowa County is not opposed to his business endeavors or the experience he accumulates as a result and hereby approves of these efforts so long as the County Administrator utilizes MTO time when engaging in these external activities.

16. TERMINATION PROVISIONS. If termination is without cause or solely based on the discretion of the Employer, the Employee shall receive written notice of termination. The parties agree that the Employer shall have the option to terminate without cause, in its discretion, and that, in this event, all that shall be required and all the process that shall be due shall be a vote of the County Board authorizing the termination of this Agreement. If Employee is terminated without cause, then Employee shall receive four (4) month's salary and health insurance coverage as severance compensation.

Severance compensation shall be paid at the Employee's current salary at the time of termination. Severance shall be payable at normal County pay periods and shall be deemed a consulting fee. The Employer may require services during the period of severance with reasonable notice and provided that such services do not unreasonably interfere with efforts to secure successive employment. Severance compensation shall cease in its entirety upon the earlier of either the Employee securing employment or at the end of the severance compensation period provided under this Agreement. The Employee cannot file for Unemployment Compensation benefits until after the severance period has expired and he is no longer an employee of Iowa County.

Employer also reserves the right to terminate Employee's employment for cause by a majority vote of the County Board and, in such case; the Employee shall be terminated immediately and shall not be entitled to severance or other compensation. Employee will be entitled to COBRA coverage provided that Employee experiences a qualifying event, as determined by federal COBRA regulations.

If Employee voluntarily resigns this position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination or severance compensation due to Employee. Employee shall be entitled to all other accrued benefits consistent with termination benefits granted to other full time non-represented employees.

17. INDEMNIFICATION. The County indemnifies the Administrator to the extent required by law and provides additional coverage for acts/omissions in his employment under applicable insurance policies/plans that are in effect at the time of execution of the contract.

If Employee is held liable for the payment of any claims or damages, by way of judgement or settlement, Employee shall be entitled to indemnification by the County, if the acts resulting in such liability were done in good faith, without malice, and within the course and scope of employment for the Employee. The County shall not be liable for settlement of any such claim or suit that is reached without its consent, and the County reserves the right to assert any defense and make any settlement of any claim or suit that it deems expedient.

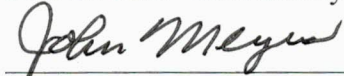
The indemnification provided by this agreement shall not be considered as other insurance for the purpose of eliminating or decreasing the coverage provided to the Employee under any contract of insurance, but shall be supplemental in nature and effective only in the event that the limits of any and all other coverage under any and all contracts of insurance are exceeded.

Whether the acts are done in good faith, without malice, and within the course and scope of employment shall be determined by the County, and such determination shall be final for the purpose of the representation and indemnification afforded under this section; provided, however, that, in the event such representation and indemnification have been denied by the County, if upon a trial on the merits it is determined that the officer or employee was acting in good faith, without malice and within the course and scope of employment, the indemnification hereunder shall be granted and reasonable legal expenses incurred in the defense of the claim shall be reimbursed by the County.

Nothing in this agreement shall be construed as waiving the County's defense of governmental immunity in any action brought against the County or Employee.

18. SEVERABILITY. If any Article or section of this Agreement, or any amendment thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision herein should be restrained by such tribunal, then the remainder of this Agreement and any amendment thereof shall not be affected thereby.

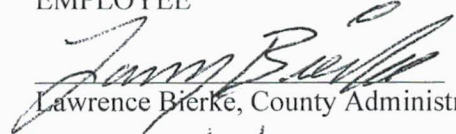
EMPLOYER – Iowa County



John Meyers, County Board Chair

Dated 7/21/23

EMPLOYEE



Lawrence Bierke, County Administrator

Dated 7/18/23



Attest

Dated 7/21/23

Iowa County Wisconsin Job Description



Job Title:	County Administrator
Department:	Administration
Reports To:	Committee on Committees
Approved By:	County Board
Approved Date:	August 18, 2015
FLSA Status:	Exempt

SUMMARY

This position acts as the chief administrative officer of the County and performs highly responsible executive and managerial work. The duties and powers of the County Administrator shall be to coordinate and direct all administrative and management functions of county government. Work is performed independently subject to oversight by the Committee on Committees and County Board as provide for in Chapter 59.18 of Wisconsin State Statutes.

County Administrator – 70% and Economic Development – 30%

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned by the County Board.

Administrative Duties/Responsibilities:

1. Assures compliance and enforcement of County ordinances as well as State and Federal laws and regulations administered by Iowa County and sets administrative policy to that effect.
2. Executes the policies, resolutions and motions of the County Board and supervises compliance thereof.
3. Provides coordination of all County functions within the framework of a single, efficient, governmental unit. Recommends to the County Board reorganization, development of new functions or abandonment of old to improve coordination in County functions.
4. Directs all administrative and management functions of County Government through effective management skills, administrative order or otherwise, except those functions vested in Boards, Commissions or elected officers.
5. Exercises vision and creativity in approaches to County planning including the long range planning process and property management; coordination and problem solving in conjunction with County Board members and Department Heads.

Personnel:

6. Appoints, in accordance with County ordinances, all department heads of the County, except those elected by the people. All such appointments are subject to confirmation by County Board.
7. Supervises, evaluates performances as needed but at least annually and administers discipline to all appointed department heads.
8. Collaborates with the Employee Relations Director and legal counsel in the labor negotiations process with all county bargaining units.
9. Serves as a positive role model and creates an atmosphere that builds positive, professional and business-like relationships.

Iowa County Job Description
County Administrator

Draft Revisions Jan 2023, June 2023 and July 2023

Budgetary/Fiscal:

10. Collaborates and coordinates with the County Finance Department to prepare, submit and administer an annual County Budget based on priorities established by and directives of the County Board and a 5-year Capital Improvement Plan.
11. Provides budget and Capital Improvement recommendations to the County Board. Approves appropriate budgeted department financial requests as delegated by the County Board.

Public Relations and Monitoring of Legislation:

12. Acts as the chief administrative spokesperson for the County and coordinates this role with the County Board Chairperson.
13. Coordinates the transaction of all County administrative business with Federal, State and local officials.
14. Builds trust and a positive image of Iowa County with other units of government.

County Board and Committees:

15. Coordinates, prepares and researches information and reports to the County Board and committees as necessary or requested. Assists with the preparation of County Board agendas.
16. Attends all meeting of the County Board, Committee on Committees and Standing Committee meetings, except when excused. Attends other meetings including committee meetings as necessary or requested.
17. Drafts resolutions pursuant to County Ordinance for consideration by the Board and instructs Corporation Counsel to draft necessary ordinances for the Board's consideration.
18. Proposes recommendations to the County Board such actions that will contribute to efficiency, productivity, and overall improvement of County operations.
19. Follows statute when appointing the members of all boards and commissions and presents recommended candidates for appointment to the County Board for confirmation.
20. Communicates monthly and annually, and when otherwise advisable, to the County Board on the condition and activities of the County and recommends such matters to them for their consideration as deemed necessary or advisable for expedient administration and coordination of County functions.

Economic Development:

21. Works closely with representatives of town, county, municipal, state and federal governments, local businesses, and the public on economic development matters, and promotes intergovernmental partnership programs.
22. Promotes Iowa County.
23. Conducts research on various County economic issues and provides a plan for Economic Development within Iowa County.
24. Works to make tourism a leading economic contributor and a source of pride for Iowa County.

25. Develops long-range and short-range plans that leads Iowa County's efforts to grow existing business, attract new companies and build strong workforce development opportunities.
26. Develops long-range and short-range plans for housing growth opportunities within Iowa County.
27. Coordinates with stakeholders (major employers, small businesses, educational institutions, community organizations and government agencies) to identify and meet development needs in Iowa County.
28. ~~Works closely with representatives of town, county, municipal, state and federal governments, local businesses, and the public on economic development matters, and promotes intergovernmental partnership programs.~~
29. Conducts outreach activities that encourage in-state and out-of-state business to expand or develop facilities in Iowa County and its communities.
30. Works with consultants and government officials on the development of an economic development strategy and plans. Completes quarterly reports to Executive Committee on progress and accomplishments.
31. Complete public presentations and education efforts on Economic Development topics in an effort to build capacity and understanding amount local government leaders, elected officials, and the general public.
32. Promotes, assists and advises business locating or expanding in the County. Serves as an initial contact for new and expanding business inquiries. Assists business prospects and developers by providing information on available development sites, infrastructures, land and buildings.
33. Updates the Economic Development website, ensuring that the measurement metrics are displayed, up to date, and accurate. Information on the website must be current and relevant to the economic culture of Iowa County.
34. Uphold the positive image and brand of Iowa County, while also encouraging an environment that looks forward, in inventive, and creative when developing economic strategies.
35. Manages and prepares grant applications.
36. Attends public hearing relative to proposed planning and development petitions involving commercial development.
37. Provides public presentation to a wide variety of local organizations on the subject of economic development efforts in the County.
38. Develops and maintains a current database of industrial and commercial sites, vacant parcels, structures and other facilities available for business development in the County.
39. Knowledgeable of properties available for development and works with local officials to be up to date on lands suitable for development.
40. Develops and maintains a list of available properties and provides a quarterly report to Executive Committee.
41. Prepares reports as requested to include alternatives for policy that supports economic development. Maintains relevancy of the Economic Development Element of the Iowa County Comprehensive Plan.
42. Develops and distributes marketing materials about Iowa County communities to assist site selection firms and business in location planning decisions.

QUALIFICATIONS

- Bachelor's degree in Public Administration, Business Administration, or closely related field required, Master's degree preferred.
- Minimum of three years of executive level administrative experience in business, industry or government required; financial management experience in a large organization required; experience in county or municipal government preferred.
- Equivalent combination of education and experience from which comparable knowledge and abilities can be acquired will be considered.
- Experience in public sector management in a unionized work environment preferred.

OTHER SKILLS AND ABILITIES

- Considerable knowledge of State and Federal law, rules and regulations pertaining to County Government and the operation of County Government.
- Demonstrated grant writing and fund raising experience in the public/non-profit sector.
- Demonstrated competency in leadership and team building.
- Demonstrated effective oral, written and interpersonal communication skills.
- Demonstrated ability to plan, coordinate and lead others in the accomplishment of work.
- Demonstrated initiative for coordination of organizational functions and dedication to administrative teamwork and leadership.
- Demonstrated ability to prepare and edit concise, accurate fiscal and administrative reports.

CONDITIONS OF EMPLOYMENT

Ability to transport self to required meeting or appointments that occur outside of Iowa County Courthouse and typically is available at worksite within 45 minutes of callback.

Ability to work in office setting, using appropriate office equipment (computers, business software such as Microsoft Office, fax machines, copiers, scanners, smartphones, etc.)

Ability to sit, stand, walk for periods of time, lift and carry ten pounds often, occasionally move boxes of files 20-30 pounds.

Large percentage of time talking, hearing, problem-solving, using judgement, and near vision performing work inside. The noise level ^{is} in the work environment is usually moderate.

14