



**OSHKOSH COMMON COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
OSHKOSH, WISCONSIN
December 23, 2024**

If anyone requires reasonable ADA accommodations, please contact the office of the City Manager at citymgr@oshkoshwi.gov, or phone 920-236-5002.

To send written correspondence to the Council, mail it to the City Manager, place it in the City Hall dropbox, or email it to council@oshkoshwi.gov (prior to the Council meeting).

A. CALL TO ORDER (12:00 p.m.)

B. ROLL CALL

C. INVOCATION - VOTING FIRST
Council Member Larson
[Invocation #2](#)

D. PLEDGE OF ALLEGIANCE

E. NEW RESOLUTIONS

1. Res 24-687 Appoint City Manager and Approve Employment Agreement

F. ADJOURN



DATE: December 23, 2024

SUBJECT: Appoint City Manager and Approve Employment Agreement

Attachments

Res 24-687

Employment Agreement

12/23/2024

24-687

RESOLUTION

CARRIED

5-1

PURPOSE: APPOINT CITY MANAGER AND APPROVE EMPLOYMENT AGREEMENT

INITIATED BY: COMMON COUNCIL

BE IT RESOLVED by the Common Council of the City of Oshkosh that Rebecca N. Grill is appointed to the position of City Manager for the City of Oshkosh effective February 24, 2025.

BE IT FURTHER RESOLVED that the attached Employment Agreement between the City of Oshkosh and Rebecca N. Grill for the position of City Manager ("Agreement") is hereby approved, and the proper City officials are hereby authorized to execute and deliver the Agreement in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Agreement.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of December, 2024, between the City of Oshkosh, WI (the "City"), and Rebecca N. Grill ("Ms. Grill") (the City and Ms. Grill are collectively referred to as the "Parties") in regard to the position of City Manager ("Manager")

WHEREAS, the City wishes to employ the services of Ms. Grill as City Manager of the City of Oshkosh, WI.; and

WHEREAS, Ms. Grill wishes to accept employment as City Manager of the City of Oshkosh, WI.; and

WHEREAS, the City and Ms. Grill desire to enter into agreement for the duties, compensation and other conditions of Ms. Grill's employment with the City.

NOW THEREFORE in consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

TERMS OF AGREEMENT

1. Duties:

- a. City agrees to employ Ms. Grill as the Manager of the City of Oshkosh to perform all duties specified for that position in the City Ordinances, position descriptions and policies, the laws of the State of Wisconsin, and to perform such other proper duties as assigned by the Common Council.
- b. Ms. Grill agrees to accept the position of Manager of the City of Oshkosh and to perform all duties specified for that position in the City Ordinances, position descriptions and policies, the laws of the State of Wisconsin, and to perform such other duties as assigned by the Common Council.
- c. Ms. Grill will provide input on ordinances, resolutions and policies and execute the decisions of the Common Council; shall have the authority to make day-to-day operational decisions; and will provide policy guidance, direction and oversight to City employees.

2. Compensation:

- a. Ms. Grill shall be compensated on an annual salary basis paid every two weeks as provided in the City of Oshkosh Employee Handbook (the Handbook). For calendar year 2025, Ms. Grill shall receive an annual salary of \$210,000.00 pro-rated from the commencement of employment (February 24, 2025).
- b. Upon a satisfactory mid-year review on or around August 1, 2025, Ms. Grill's annual salary will be adjusted to \$216,300, prorated for the remainder of 2025.
- c. The base salary for 2026 and thereafter shall be determined by the Common Council during the budget or evaluation process and will be commensurate with the across-the-board adjustments for non-represented employees of the City.

- d. Ms. Grill will also be eligible for additional compensation or financial enhancements at the discretion of the Common Council based on merit and/or annual performance evaluations.

3. Performance Evaluations:

- a. The Common Council will meet annually prior to the end of each calendar year with Ms. Grill to review her work performance and achievement of goals. Additionally, Ms. Grill, within her first four months of her employment, and prior to the August 1 evaluation, will recommend to the Common Council a written work plan that outlines her suggested performance goals and objectives for her first year of employment.
- b. Ms. Grill's salary will be eligible for increase upon satisfactory performance of her duties following a performance review.
- c. Ms. Grill will receive timely feedback to meet performance expectations.
- d. The Common Council will provide this feedback in a manner that allows Ms. Grill to address any areas of concern.

4. Term of Office:

- a. This Agreement shall be effective upon the commencement of employment. Ms. Grill is an at-will Employee and is appointed to an indefinite term subject to termination for cause or without cause at any time.
- b. If Ms. Grill resigns, she must provide 60 days' written notice.
- c. If Ms. Grill is terminated for cause, the City shall provide written notice of cause or causes of termination and an opportunity to grieve the determination in accordance with the Handbook. The decision of the Common Council shall be final. For the purposes of the Agreement, "cause" shall mean inefficiency, neglect of duty, official misconduct, and malfeasance in office, as defined in Wis. Stat. §17.001. Willful neglect of duty, official misconduct, and malfeasance in office shall include, without limitation by enumeration:
 - Conviction or adjudication of a gross misdemeanor or felony the circumstances of which relate to the position of City Manager.
 - Any dishonest or fraudulent conduct by Ms. Grill as determined at the discretion of the Common Council.
 - Any material breach of this agreement.
 - Any willful violation of the City's policies, ordinances, or laws.
 - Failure to report to work for a period of time deemed unreasonable at the discretion of the Common Council.
 - Continued substandard work performance after corrective efforts have been undertaken as determined by the Common Council.

If the Employee is terminated for cause, then the City shall have no obligation to pay the severance payment designated in section (d) below, but shall only pay accrued vacation and holidays.

- d. If the City terminates the employment of Ms. Grill without cause, the City will pay Ms. Grill severance compensation equal to six (6) months aggregate salary and pay the employer's contribution to health insurance premiums for up to six (6) months following termination. The payment for insurance premiums will run concurrently with COBRA. The severance shall be paid in the same manner as salary. If Ms. Grill becomes employed by a WRS employer during the severance period, the City will pay the remaining severance in a lump sum. The severance payment and the health insurance coverage shall constitute a full settlement payment to the Ms. Grill of all existing claims regarding employment with the City. The City's obligation to pay the severance compensation to the Ms. Grill shall be conditioned upon the Ms. Grill executing and delivering to the City a full, final, and complete release of any and all claims that the Ms. Grill may claim she has against the City, including but not limited to, any claims of wrongful discharge, discrimination or other employment related claims. The release shall be in a form and shall contain such terms as shall be required by Counsel for the City. If Ms. Grill regains employment anytime within six (6) months of termination and health insurance is available through the new employer, Ms. Grill shall enroll in the new employer's health insurance plan and notify the City, at which time the City shall terminate the Ms. Grill's health insurance with the City.
- e. Upon satisfactory completion of each annual performance review, one month will be added to the severance period, not to exceed an aggregate severance period of 12 months.
- f. If resignation is requested by the City and Ms. Grill agrees to resign; or the City, residents, or legislature act to create or amend any statute or municipal code provision that materially affect Ms. Grill's role, powers, or duties, it will be considered as termination without cause.
- g. If the City at any time reduces the salary, compensation, or other benefits of the City Manager in a greater amount than other non-represented employees of the City without Ms. Grills' consent, Ms. Grill may, at her option, consider such reduction as termination without cause.
- h. Upon termination without cause or resignation from the position, Ms. Grill shall receive compensation for any accrued vacation, in accordance with this Agreement.

5. Benefits: Except as modified herein Ms. Grill shall receive those benefits provided by the Handbook with the following modifications:

- a. Ms. Grill will be afforded vacation time starting at the level of an employee with 18 years of seniority, 25 days. Upon hire, the amount will be prorated for 2025.
- b. Upon hire, Ms. Grill will be advanced 30 days of sick leave, which will be immediately available to her. She will otherwise accumulate sick leave at one day for each month of employment after 30 months, as outlined in the Employee Handbook.
- c. Ms. Grill will receive a car allowance of \$500 per month.

- d. The City agrees to provide Ms. Grill with a smartphone for City business use. If Ms. Grill prefers to utilize her own personal phone, an allowance of \$50 per month will be provided in lieu of a City issued phone. Ms. Grill acknowledges that phone use and its content are subject to Open Records law.
 - e. The City will contribute an amount equivalent to 2.5% of Ms. Grill's salary monthly to a deferred compensation plan.
 - f. Ms. Grill will be eligible for participation in the Wisconsin Retirement System in an equivalent manner as non-represented City employees.
- 6. Relocation and Residency Incentives:
 - a. The City will reimburse Ms. Grill's moving expenses under the conditions outlined in the City's Employee Handbook. In summary, the City's policy covers reasonable costs of relocation with 100% of the costs should the employee reside in the City or 50% of the costs should the employee reside outside the City.
 - b. In addition, if Ms. Grill moves to resides within the City of Oshkosh, the City will contribute \$10,000 (net, after taxes) to be used toward the purchase of a home in the City of Oshkosh as her primary residence.
 - c. The incentives provide in this Section 6 will expire after one year of commencement of employment and are subject to a repayment obligation: voluntary termination within 12 months 100% repayment; voluntary termination after 12 months but prior to 24 months 50% repayment; after 24 months no repayment.
- 7. Professional Development:
 - a. The City will pay for professional memberships (i.e. ICMA, WCMA, Alliance for Innovation, etc.) and attendance at conferences, subject to budgetary constraints.
 - b. Participation in the Employee Development Program (tuition reimbursement), and eligibility for such, will be provided in an equivalent manner as non-represented employees, to include pursuit of a Doctorate Degree.
- 8. Community Involvement: The City Council expects Ms. Grill to be involved in the community and attend community events. The City will pay for membership costs in civic organizations and allow service on boards as approved by the Common Council (i.e. Rotary, Kiwanis, etc.).
- 9. Outside Employment and Activities: Ms. Grill may not accept other employment without prior approval from the Common Council. Ms. Grill may serve as an instructor for one-day classes (approximately twice per year) for the UW Certified Public Manager program by utilizing benefit time if classes occur during the normal workweek. She will hold no other employment, either directly or indirectly, or invest with any firm, corporation or legal entity in violation of the City's and ICMA Code of Ethics.
- 10. Hours of Work: In addition to keeping normal City Hall business hours, Ms. Grill is expected to spend additional time to accomplish the duties of the position. Ms. Grill will be allowed reasonable flexibility to establish her own work schedule that may periodically make-up for evening hours.

11. 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 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 Common Council, unless otherwise specifically provided herein.
12. Conflict with the Handbook: To the extent that the terms of this Agreement conflict with the Handbook, the terms of this Agreement shall prevail.
13. Modification or Changes to the 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 Common Council, be in writing, and be executed by City and Ms. Grill.
14. 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.
15. Severability: If any provisions, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

This agreement is now being executed by the parties as of the date stated at the beginning of this agreement.

Employee



Rebecca N. Grill

City of Oshkosh, Wisconsin

By: _____

Matt Mugerauer, Mayor

ATTEST:

Diane Bartlett, City Clerk

APPROVED AS TO FORM:

Lynn Lorensen, City Attorney