

**EMPLOYMENT CONTRACT FOR POSITION OF
FINANCE DIRECTOR/COMPTROLLER/CITY TREASURER
OF CITY OF WEST ALLIS**

This contract and agreement, made and entered into by and between the City of West Allis, a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin (“City”), and Mark Wyss, currently residing at [REDACTED] [REDACTED] (“Wyss”).

RECITALS:

WHEREAS, the Common Council has established the position of Finance Director/Comptroller/City Treasurer in the unclassified service of the City; and

WHEREAS, the Finance Director/Comptroller/City Treasurer is appointed by and responsible to the Common Council for the performance of his duties; and

WHEREAS, the CAO of the City of West Allis has recommended the appointment of Wyss to the position of Finance Director/Comptroller/City Treasurer, the Common Council has approved his recommended appointment, and Wyss has indicated his willingness to accept said position.

NOW, THEREFORE, it is hereby agreed by and between the City and Wyss:

EMPLOYMENT: The City does hereby employ Wyss in the position of Finance Director/Comptroller/City Treasurer as set forth in Exhibit 1 and subject to the terms and conditions hereinafter set forth.

OATH: Before entering upon the duties of his office, Wyss shall file an oath for the faithful performance of his duties and responsibilities as Finance Director/Comptroller/City Treasurer.

RESPONSIBILITIES: Wyss agrees to perform at a professional level of competence the services, duties and responsibilities of Finance Director/Comptroller/City Treasurer as set forth in the laws of the State of Wisconsin and the ordinances, resolutions, regulations and policies of the City which now exist or which may hereinafter be enacted.

Wyss shall be responsible to the Common Council in the discharge of his duties and responsibilities; however, such duties and responsibilities shall be exercised under the supervision of the City Administrator of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Wyss agrees to devote full time to his duties and responsibilities as Finance Director/Comptroller/City Treasurer and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Wyss shall assume his duties and responsibilities under this Agreement on June 2, 2014. Wyss shall serve for an indefinite term, subject to removal by the Common Council at pleasure, and without cause, by an affirmative vote of three-fourths (3/4) of all the members thereof, and upon sixty (60) days notice prior to the effective date.

Wyss may terminate his duties and responsibilities under this Agreement by submitting his written resignation sixty (60) days prior to the effective date.

SALARY AND BENEFITS: In consideration for the services rendered under this Agreement, the City will pay and provide salary and benefits to Wyss as follows:

- A. Salary: The salary will be One hundred two thousand three hundred ninety-eight dollars and forty cents (\$102,398.40) per annum, paid in twenty-six (26) installments by the City, less deductions required by federal and state laws and regulations or authorized directives as permitted by City policies. The salary shall

be reviewed annually by the Common Council. Future salary levels shall be established at the discretion of the Common Council. [RMC 2.76(10)]

- B. Overtime: The normal work week shall be forty (40) hours. All services in excess of forty (40) hours per week, to include attendance at meetings of the Common Council and its Committees, shall be performed by Wyss without additional compensation. [RMC 2.76(9)(10)]
- C. Automobile Allowance: An automobile allowance shall be paid to Wyss under the terms and conditions specified in Ordinance No. 4735. All other allowable and reasonable expenses incurred in the performance of official City business shall be reimbursed in accordance with prevailing City policy.
- D. Vacations and Holidays: Wyss will be afforded vacation days in accordance with the provisions of Section 2.76(13) of the Revised Municipal Code. Holidays shall be recognized as provided in Section 2.76(16) of the Revised Municipal Code.
- E. Life Insurance: The premiums for life insurance costs under the City's group life insurance program, established pursuant to Revised Municipal Code Section 2.76(25), will be paid by the City at the same level as provided for other full-time employees. [RMC 2.76(12)]
- F. Health Insurance: The premiums for medical, hospital and surgical insurance costs will be paid by the City upon commencement of employment at the same level of services as provided for other full-time employees under Section 2.76(12) of the Revised Municipal Code.

- G. Wisconsin Retirement Fund: The City and Wyss shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law. [RMC 2.76(26)]
- H. Deferred Compensation Plan/Section 125 Plan: Wyss will be offered the opportunity to participate in such deferred compensation plan and Section 125 Plan as the City may establish. [RMC 2.76(6)]
- I. Worker's Compensation Benefits: On becoming eligible for weekly worker's compensation payments, Wyss will receive Worker's Compensation Benefits in accordance with Wisconsin law.
- J. Sickness or Accidental Injury: Wyss shall receive payments from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment as provided in Section 2.76(11) of the Revised Municipal Code.
- K. Education, Training, Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Wyss, as budgeted and in accordance with City policy.
- L. Outside Work: Wyss agrees to limit outside professional work and activity to outside City of West Allis boundaries.

RESIDENCY: Wyss currently maintains his residence outside the City of West Allis but is encouraged to become and remain a resident of the City of West Allis if at all possible.

OTHER TERMS AND CONDITIONS: All other terms and conditions of employment not specifically detailed herein shall be governed by the provisions of the Revised Municipal

Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

CONFLICTS: Any motions, resolutions and/or ordinances heretofore adopted by the Common Council, which are inconsistent with the terms of this Agreement, are hereby superseded by this Agreement.

AMENDMENTS: This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and Wyss where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

This Agreement constitutes the entire agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Dated this ____ day of _____, 2014.

CITY OF WEST ALLIS

By: _____
Dan Devine, Mayor

By: _____
Thomas G. Lajsic, Council President

By: _____
Paul M. Ziehler,
City Administrative Officer, Clerk/Treasurer

I hereby accept the offer as stated in this Contract and agree to abide by its provisions.

_____ Dated: _____, 2014
Mark Wyss

Countersigned this _____ day of _____, 2014, and I hereby certify that provision has been made to pay the liability that will accrue under this Contract between the City of West Allis and Mr. Mark Wyss.

Kris Moen, Finance Supervisor

Approved as to form this _____ day
of _____, 2014

Scott Post, City Attorney

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