

**EMPLOYMENT CONTRACT for the POSITION of
CITY ADMINISTRATOR
of the 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 Rebecca Grill (“Grill”), currently a non-West Allis resident.

RECITALS:

WHEREAS, the Common Council has established the position of City Administrator in the unclassified service of the City; and

WHEREAS, the City Administrator is appointed by and responsible to the Mayor and Common Council for the performance of her duties; and

WHEREAS, the MAYOR of the City of West Allis has recommended the appointment of Grill to the position of City Administrator, the Common Council has approved her recommended appointment, and Grill has indicated her willingness to accept said position.

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

EMPLOYMENT: The City does hereby employ Grill in the position of City Administrator subject to the terms and conditions hereinafter set forth.

OATH: Before entering upon the duties of her office, Grill shall file an oath for the faithful performance of her duties and responsibilities as City Administrator.

RESPONSIBILITIES: Grill agrees to perform at a professional level of competence the services, duties and responsibilities of City Administrator 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.

Grill shall be responsible to the Mayor and Common Council in the discharge of her duties and responsibilities.

Grill agrees to devote full time to her duties and responsibilities as City Administrator and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Grill shall assume her duties and responsibilities under her Agreement on January 19, 2015. Grill 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.

Grill may terminate her duties and responsibilities under this Agreement by submitting her 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 Grill as follows:

- A. Salary: The salary will be One hundred twelve thousand dollars and zero cents (\$112,000.00) 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 Grill without additional compensation. [RMC 2.76(9)(10)]
- C. Automobile Allowance: An automobile allowance shall be paid to Grill 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: Grill will be afforded 4 weeks (20 days) of vacation days upon date of hire and annually thereafter until her years of service equate to a change in her vacation schedule 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 and Dental Insurance: Grill will be afforded health and dental insurance coverage for her and any eligible family members effective upon date of hire. The premiums for health and dental insurance costs will be paid by the City upon commencement of employment at the same level as provided for other full-time employees under Section 2.76(12) of the Revised Municipal Code.
- G. Wisconsin Retirement Fund: The City and Grill 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: Grill 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, Grill will receive Worker's Compensation Benefits in accordance with Wisconsin law.

- J. Sick Leave: Grill shall be afforded sick leave benefits when absent from duty on account of her own bona fide non-work-related illness or injury as provided in Section 2.76(11) of the Revised Municipal Code. Grill shall be afforded a beginning bank of 5 work days (40 hours) upon her date of hire.
- K. Education, Training, and Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Grill, as budgeted and in accordance with City policy.
- L. Outside Activities/Work: Recognizing that certain outside activities provide indirect benefits to the community, Grill may participate in outside activities with the approval of the Mayor and Chair of the Administration and Finance Committee, with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with her responsibilities of this Employment Contract. Such shall be in compliance with City policy.
- M. Moving Expenses: The City will pay moving expenses in accordance with City policy for the initial relocation of Grill's current residence to the city of West Allis within a reasonable time frame from her date of hire.

RESIDENCY: Grill currently maintains her 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. If, during the term of this Employment Contract, a specific clause of the Contract is held

illegal by a court of competent jurisdiction under federal or state law, the remainder of the Contract shall remain in full force and effect.

AMENDMENTS: This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and Grill 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

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

Rebecca Grill Dated: December 12, 2014
Rebecca Grill

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 Ms. Rebecca Grill.

Mark Wyss, Finance Director/Comptroller/City Treasurer

Approved as to form this ____ day of _____, 2014

Scott Post, City Attorney