



DIRECTOR OF PUBLIC WORKS EMPLOYMENT CONTRACT

This contract and agreement made and entered into by and between the City of West Allis ("City"), a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin, and David Wepking ("Wepking"), currently a non-resident.

RECITALS:

WHEREAS, the Common Council has established the position of Director of Public Works in the unclassified service of the City; and

WHEREAS, the Director of Public Works is appointed by and responsible to the Common Council for the performance of his duties; and

WHEREAS, the City Administrator of the City of West Allis has recommended the appointment of Wepking to the position of Director of Public Works, the Common Council has approved his recommended appointment, and Wepking has indicated his willingness to accept said position.

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

EMPLOYMENT: The City does hereby employ Wepking in the position of Director of Public Works as set forth in the job description attached hereto as Exhibit 1 and subject to the terms and conditions hereinafter set forth.

OATH: Before entering upon the duties of his office, Wepking shall file an oath for the faithful performance of his duties and responsibilities as Director of Public Works.

RESPONSIBILITIES: Wepking agrees to perform at a professional level of competence the services, duties and responsibilities of Director of Public Works 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.

Wepking 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.

Wepking agrees to devote full time to his duties and responsibilities as Director of Public Works and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Wepking shall assume his duties and responsibilities under this Agreement on May 16, 2018. Wepking 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.

Wepking 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 Wepking as follows:

- A. Salary: The salary, as a non-resident, shall be \$114,608.00 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. Should Wepking become a resident of the City of West Allis, he will be granted West Allis Resident Incentive Premium Pay on top of the salary. [Policy 1424, 11.8]
- 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 and election administration, shall be performed by Wepking without additional compensation. [RMC 2.76(9)(10)]

- C. Vacations and Holidays: Wepking will continue to be afforded vacation 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.
- D. 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.
- E. Health and Dental Insurance: Wepking will continue to be afforded health and dental insurance coverage at the same levels as provided and paid for by other full-time employees under Section 2.76(12) of the Revised Municipal Code.
- F. Wisconsin Retirement Fund: The City and Wepking shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law. [RMC 2.76(26)]
- G. Section 457-Deferred Compensation, Section 125-Flexible Spending, Section 223-Health Savings Account: Wepking will be offered the opportunity to participate in such plans as the City may establish. [RMC 2.76(6)]
- H. Worker's Compensation Benefits: On becoming eligible for weekly worker's compensation payments, Wepking will receive Worker's Compensation Benefits in accordance with Wisconsin law. [RMC 2.76(22)]
- I. Sick Leave: Wepking will continue to be afforded sick leave benefits when absent from duty on account of his own bona fide non-work-related illness or injury as provided in Section 2.76(11) of the Revised Municipal Code. Accruals will continue pursuant to policy [RMC 2.76(11)].
- J. Education, Training, Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Wepking, as budgeted and in accordance with City policy [RMC 2.76(18)].
- K. Outside Work: Wepking agrees to limit outside professional work and activity to outside City of West Allis boundaries and to comply with the Code of Ethics for City Officials as it relates to such (Revised Municipal Code Sections 3.1 – 3.3).

RESIDENCY: Wepking 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 Wepking 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 May, 2018.

CITY OF WEST ALLIS

By: _____
Dan Devine, Mayor

By: _____
Thomas G. Lajsic, Council President

By: _____
Rebecca N. Grill, City Administrator

By: _____
Steven A. Braatz, Jr., City Clerk

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

Dated: _____ by _____, David Wepking

Countersigned this _____ day of May, 2018, 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. David Wepking.

Peggy Steeno, Finance Director/Treasurer/Comptroller

Approved as to form this _____ day of May, 2018

Scott Post, City Attorney