

**CITY OF WEST ALLIS
RESOLUTION R-2025-2823**

**RESOLUTION TO APPROVE AN EMPLOYMENT CONTRACT WITH AMY GRAU
FOR THE POSITION OF MARKETING DIRECTOR**

WHEREAS, the position of Marketing Director (the “Position”) serves as an appointed officer of the City of West Allis under state and local law; and

WHEREAS, the Position is filled through appointment by the West Allis Common Council pursuant to Wis. Stat. 62.09(3)(b)3. and applicable charter ordinances;

WHEREAS, the City Administrator has recommended the appointment of the Candidate to the Position, the common council has confirmed the Candidate’s appointment, and the Candidate has accepted that appointment;

NOW THEREFORE, the parties hereby agree to the following terms regarding the Candidate’s employment while serving the City in the Position:

1. **APPOINTMENT**: Pursuant to Wis. Stat. § 62.09(3)(b)3., the Candidate is appointed to fill the Position subject to a satisfactory completion of background check, satisfactory completion of pre-employment drug screen, and verification of education, credentials, licenses/certifications.

2. **OATH**: Pursuant to Wis. Stat. § 62.09(4)(a), the Candidate will timely take the oath for the faithful performance of their duties and responsibilities (within 10 days after notice of appointment for all positions except City Assessor).

3. **BOND**: Pursuant to Wis. Stat. § 62.09(4)(b), the Candidate is not required to execute and file an official bond because the City will maintain a dishonesty insurance policy or other appropriate insurance policy that covers the Candidate, in an amount determined by the council, in lieu of the bond requirement.

4. **RESPONSIBILITIES**: The Candidate shall perform at a professional level of competence the services, duties and responsibilities of the Position 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. The Candidate shall be responsible to the Common Council in the discharge of their 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. The Candidate shall devote full-time to their duties and responsibilities with the City while serving in the Position and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

5. TERMS OF EMPLOYMENT

a. Commencement Date: The Candidate’s appointment to the Position is effective on

September 2, 2025.

b. Term: The Candidate shall serve for an indefinite term.

c. Salary: The Candidate shall be paid a salary in an amount consistent with the Salary Schedule range for the Position. The actual salary paid to the Candidate within that range at any point in time shall be in an amount agreeable to the City and the Candidate.

d. Benefits: The Candidate will be eligible for all the benefits afforded to full-time employees holding benefited positions.

1. Time Off: Upon commencement of employment 40 hours shall be added to the Candidate's time off bank and Candidate will be placed in the years of service bank which provides an allocation of 25 days per year and will remain in this higher level until the Candidate's years of service exceed this range.
[Policy #1410.8.a.i.]

di. Eligibility for Health and Dental Coverage: If the Candidate chooses to obtain health and/or dental coverage through the City, the Candidate and their eligible family members will be afforded health and dental coverage effective upon the Commencement Date above.

dii. Outside Work: The Candidate 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 under state and local law.

diii. Terminating Employment: The Candidate may resign from the Position at any time. If the Candidate provides the City with at least 60 days' advance notice of the effective date of resignation, the Candidate will be paid for any unused hours in the Candidate's time-off bank. Candidate will forfeit and will not be paid for any unused hours in the Candidate's time-off bank if Candidate resigns from the Position without providing at least 60 days' advance notice of the effective date of resignation. The Candidate may be removed from the Position by the West Allis Common Council, at pleasure, with or without cause, but only by an affirmative vote of three-fourths of all the members thereof.

Any terms and conditions of employment not stated within this contract shall be governed by the provisions of the West Allis Municipal Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

AMENDMENTS: The terms of this employment contract are subject to amendment, alteration, or addition only by subsequent agreement between and executed by the City and the Candidate 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.

SECTION 1: **ADOPTION** “R-2025-2823” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

BEFORE ADOPTION

R-2025-2823 (Non-existent)

AFTER ADOPTION

R-2025-2823(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COMMON COUNCIL
AUGUST 12, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Kimberlee Grob	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Chad Halvorsen	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Marissa Nowling	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Suzzette Grisham	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Danna Kuehn	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Dan Roadt	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Patty Novak	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Kevin Haass	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ald. Marty Weigel	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Attest

Tracey Uttke

Tracey Uttke, City Clerk, City Of West
Allis

Presiding Officer

Dan Devine

Dan Devine, Mayor, City Of West
Allis

