

**EMPLOYMENT CONTRACT for the POSITION of
DIRECTOR OF BUILDING INSPECTIONS AND NEIGHBORHOOD SERVICES
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 Edward Lisinski (“Lisinski”), currently residing in West Allis, Wisconsin.

RECITALS:

WHEREAS, the Common Council has established the position of Director of Building Inspections and Neighborhood Services in the unclassified service of the City; and

WHEREAS, the Director of Building Inspections and Neighborhood Services is appointed by and responsible to the Common Council for the performance of his duties; and

WHEREAS, the MAYOR of the City of West Allis has recommended the appointment of Lisinski to the position of Director of Building Inspections and Neighborhood Services, the Common Council has approved his recommended appointment, and Lisinski has indicated his willingness to accept said position.

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

EMPLOYMENT: The City does hereby employ Lisinski in the position of Director of Building Inspections and Neighborhood Services subject to the terms and conditions hereinafter set forth.

OATH: Before entering upon the duties of his office, Lisinski shall file an oath for the faithful performance of his duties and responsibilities as Director of Building Inspections and Neighborhood Services.

RESPONSIBILITIES: Lisinski agrees to perform at a professional level of competence the services, duties and responsibilities of Director of Building Inspections and Neighborhood Services 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.

Lisinski 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 Mayor of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Lisinski agrees to devote full time to his duties and responsibilities as Director of Building Inspections and Neighborhood Services and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Lisinski shall assume his duties and responsibilities under his Agreement on February 1, 2015. Lisinski 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.

Lisinski 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 Lisinski as follows:

- A. Salary: The salary will be ninety-two thousand six hundred eighty-eight dollars and ninety-six cents. (\$92,688.96) 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 and other boards and bodies of City government, shall be performed by Lisinski without additional compensation. [RMC 2.76(9)(10)]

- C. Automobile Allowance: An automobile allowance shall be paid to Lisinski 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: Lisinski will be afforded 4 weeks (20 days) of vacation per year and annually thereafter until his years of service equate to a change in his vacation scheduled 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: Lisinski and any eligible family members will be afforded health and dental insurance coverage 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. The premiums for health and dental insurance costs will be paid by the City and the premium share will be paid by Lisinski upon commencement of employment as specified under Section 2.76(12) of the Revised Municipal Code.
- G. Wisconsin Retirement Fund: The City and Lisinski 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: Lisinski 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, Lisinski will receive Worker's Compensation Benefits in accordance with Wisconsin law.
- J. Sick Leave: Lisinski shall 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.
- K. Education, Training, and Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Lisinski, as budgeted and in accordance with City policy.
- L. Outside Work: Outside work shall not interfere with or create a conflict with Lisinski's obligations to the City of West Allis.

RESIDENCY: Lisinski currently maintains his residence within the city of West Allis and is encouraged to remain a West Allis resident for the duration of this contract 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 Lisinski 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.

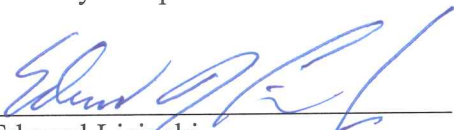
Dated this _____ day of _____, 2015.

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.

 Dated: 1/30, 2015
Edward Lisinski

Countersigned this _____ day of _____, 2015, 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. Edward Lisinski.

Mark Wyss, Finance Director/Comptroller/City Treasurer

Approved as to form this _____ day of _____, 2015

Scott Post, City Attorney