

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into by and between the City of Whitewater, Wisconsin, a Municipal Corporation, hereinafter at times referred to as "The City", and John Weidl, hereinafter at times referred to as the "City Manager."

WITNESSETH:

WHEREAS, the City desires to employ the services of John Weidl as City Manager of the City of Whitewater under the terms and conditions provided for in Chapter 64 of the Wisconsin Statutes and Municipal Code of the City of Whitewater; and

WHEREAS, it is the desire of the City Council of the City of Whitewater "City Council" to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the City Manager; and

WHEREAS, it is the desire of the City Council to secure and retain the services of the City Manager and to provide a just means for terminating the City Manager's services at such time as he may be unable fully to discharge his duties or when the City may otherwise desire to terminate his employ; and

WHEREAS, the City Manager desires to accept employment as the City Manager of this City; and

WHEREAS, the parties hereto wish to reduce the employment relationship between them into written form;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, **THE PARTIES AGREE AS FOLLOWS:**

SECTION 1. EMPLOYMENT OF THE CITY MANAGER AND DUTIES

The City hereby agrees, commencing on November 7, 2022 (or otherwise mutually agreed upon start date), to appoint and employ John Weidl as the City Manager of the City of Whitewater to perform the functions and duties specified in Chapter 64 of the Wisconsin Statutes and the Municipal Code, and to perform such other legally permissible and proper duties and functions as the Council shall from time to time assign.

SECTION 2. TERM

A. This Agreement is an agreement for an indefinite term of employment, subject; however, to the limitations, notices, requirements, payments and matters hereinafter set forth in Sections 4 and 5.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 5 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with City, subject only to the provisions set forth in Section 5 of this Agreement.

SECTION 3. SALARY

A. Beginning on November 7, 2022, the City Manager’s annualized salary shall be \$115,000.00 paid in increments according to the City’s payroll standards.

B. Beginning on January 1, 2023, the City Manager’s annualized salary shall be \$119,600 (reflecting a 4% increase).

C. The City Manager’s future increases in salary will be tied to performance reviews generally anticipated to take place on an annual basis. If there is no action by the City Council on the City Manager’s salary, he shall receive the same percentage increase in base salary that is given across the board to other non-union City employees.

D. Should the City Manager decline the City’s health insurance because he receives coverage through another plan, he shall be eligible for additional compensation paid in lieu of insurance (See the attached).

SECTION 4. HOURS OF WORK

In addition to keeping normal City Hall business hours, the City Manager is expected to spend additional time to accomplish the duties of the position. City Manager will be allowed reasonable flexibility to establish his own work schedule that may periodically make-up for evening hours.

SECTION 5. SUSPENSION AND TERMINATION

A. The City Manager is subject to removal under Wis. Stat. § 64.09(7)-(9), and in the absence of such statutory provisions the City Manager shall serve at pleasure to the Council. The City may suspend or terminate the City Manager at any time during the term of this Agreement. The termination may occur without cause or for just cause. Termination without cause shall be by majority vote of the Council at a duly noticed meeting. Termination with just cause shall be by majority vote of the Council at a duly noticed meeting. Just cause is defined as conduct detrimental to the interests of the City, inefficiency, willful neglect of duty, malfeasance, misfeasance, or the conviction of employee of a crime that substantially relates to the employee's duties and responsibility as City Manager.

B. If the City Manager is removed with just cause, he shall receive no severance, only payout of accrued but unused sick ~~and~~ vacation leave. (8) ms

C. If the City Manager is removed within 180 days of employment, without just cause, he shall receive an amount equal to three months of salary and continuation of health insurance coverage for three months if participating in the plan, including payout of accrued but unused sick ~~and~~ vacation leave. (8) ms

D. If the City Manager is removed after 180 days of employment or thereafter, without just cause, he shall receive six (6) months of salary and continuation of health insurance coverage for six months if participating in the plan, including payout of accrued but unused accrued sick ~~and~~ vacation leave. (8) ms

E. If the City Manager resigns, he must provide 60-days’ written notice to the City Clerk and Council President.

SECTION 6. PERFORMANCE EVALUATION

Within the first ninety days of employment, the City Council will establish a written policy for

the review of the City Manager's work performance and achievement of goals. This policy may be amended in the future at the discretion of the City Council.

SECTION 7. AUTOMOBILE AND CELL PHONE

A. The City agrees to provide the City Manager the availability of a City-issued vehicle in the course of his conducting City business. In the absence of a City vehicle, City Manager will be reimbursed at the mileage allowance rate established by the Federal Internal Revenue Service for the performance of authorized City business.

B. In lieu of providing a City-issued cellular phone, the City will provide the City Manager with a phone allowance of \$50.00 per month.

SECTION 8. VACATION, HOLIDAYS, SICK LEAVE AND ADMINISTRATIVE LEAVE

A. The City Manager shall earn vacation as allowed under the City's vacation policy. He will start his vacation bank and accrual as though he were a ten-year employee, at 18 days, and moving forward, he will accrue vacation accordingly.

B. Vacation usage shall be in accordance with the City's Personnel Policy Manual.

C. The City Manager shall accrue sick leave at the rate stated in the City's Personnel Policy Manual.

D. Commencing at the beginning of his employment, the City Manager shall have a starting bank of 12 sick days.

E. Holidays – Same as provided to City employees.

SECTION 9. RETIREMENT

The City Manager shall participate in the City retirement plan as offered through the Wisconsin Retirement System (WRS) to the same extent as other City employees, and the City shall provide contributions to the WRS program set by the WRS.

SECTION 10. DISABILITY, HEALTH AND LIFE INSURANCE

Under the terms provided to other non-union City employees, the City shall provide health, dental, medical leave bank, life insurance, accidental death coverage and long-term and short-term disability insurance. The City Manager shall contribute to the cost of the above insurance consistent with the contributions required of other salaried non-union employees.

SECTION 11. DUES AND SUBSCRIPTIONS

A. The City agrees to pay for membership costs for the International City/County Management Association (ICMA), and the Wisconsin City/County Management Association.

B. Attendance at the annual International City/County Management Association conference and attendance at conferences held by the Wisconsin City/County Management Association and the League of Wisconsin Municipalities will be allowed as the City's budget will accommodate.

C. Other conferences, short courses, and seminars that are necessary for his professional

development and for the good of the Employer may also be allowed as the City's budget will accommodate.

D. The City agrees to pay membership costs to one service club or civic organization approved by the City Council.

SECTION 12. CONFIDENTIALITY

A. The City Manager acknowledges that any privileged or confidential information he acquires during the course of his employment shall remain confidential following the termination of his employment.

SECTION 13. OUTSIDE EMPLOYMENT

The City Manager agrees to devote his time, energy, and attention of the business of the City. He shall hold no other employment, either directly or indirectly, or invest with any firm, corporation, or legal entity in violation of the City's Code of Ethics.

SECTION 14. INDEMNIFICATION

The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager.

SECTION 15. BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Ordinances or any other law.

B. All provisions of the City Code and regulations and rules of the City Manager relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter maybe amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the City Manager, except as herein provided.

SECTION 17. NO REDUCTION OF BENEFITS

The City shall not at any time during the term of this agreement reduce the salary of the City Manager, except to the degree of such a reduction is across-the-board for all non-represented employees of the City.

SECTION 18. GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.

C. This agreement shall become effective commencing November 7, 2022.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect provided that the remaining provisions provide for the realization of the principal legal rights and benefits afforded by this Agreement.

E. The parties assume joint responsibility for the form and composition of this Agreement. Further, the parties agree that this Agreement shall be interpreted as though each of them participated equally in the composition of each and every part thereof.


F. This Agreement is not to be strictly construed for or against either for or against either of the parties. It shall be interpreted simply and fairly to both parties.

G. This Agreement may be executed in several counterparts, each of which shall be deemed as an original and all of which together shall constitute one and the same agreement. All signatures, if any, obtained through electronic means are incorporated in this Agreement and are valid and binding for the purpose of executing this Agreement.

IN WITNESS WHEREOF, the City of Whitewater has caused this Agreement to be signed and executed in its behalf by its President and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement.


Lisa Dawsey Smith, City Council President 10/26/22
Date

John Weidl, City Manager Date

 10/26/22
Michele Smith, City Clerk Date