

State of Wisconsin

County of Racine

Village of Sturtevant

RESOLUTION 2015-06

(1-15-15)

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND
LEGAL COMMITTEE AUTHORIZING AN AGREEMENT FOR THE VILLAGE
ENGINEER / PUBLIC WORKS DIRECTOR**

WHEREAS, the 2015 Budget authorized the creation of a job position of Village Engineer / Public Works Director; and

WHEREAS, Jeffrey Seitz has applied for the new position of Engineer / Public Works Director; and

WHEREAS, the Board of Trustees finds that Jeffrey Seitz meets all the qualifications to perform the duties of Village Engineer / Public Works Director; and

WHEREAS, the Board would like to hire Jeffrey Seitz as the Village Engineer / Public Works Director

WHEREAS, a contract is needed to clearly define duties, responsibilities and compensation.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of an agreement with Jeffrey Seitz to serve as Village Engineer / Director of Public Works as is set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 20th day of January, 2015.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Clerk

**Village of Sturtevant
Employment Contract
Village Engineer and Public Works Director**

This employment contract (“Agreement”), effective as of the date last executed by any party below, is entered into by and between the Village of Sturtevant (“Village”) and Jeffrey Seitz (“Mr. Seitz”). The Village and Mr. Seitz desire to define the essential terms governing the employment.

1. *Employment*

The Village agrees to employ Mr. Seitz and Mr. Seitz accepts employment as the Village Engineer and Public Works Director, both abiding by the terms of this Agreement. Mr. Seitz also agrees to abide by Village policies applicable to his employment and to reasonable decisions made by the Village during the term of this contract. This Agreement does not include a period of probation for the position of Village Engineer and Public Works Director.

2. *Term of Agreement*

Pursuant to Sections 1.02 and 1.12 of the Village’s Municipal Code of Ordinances, Mr. Seitz shall hold office for an indefinite term subject to removal at any time by majority vote of the Village Board. The details addressing termination of this Agreement are provided in Section Six (6).

3. *Duties*

Mr. Seitz agrees to perform his duties as Engineer and Public Works Director under the direction of the Village Board and as stated in Sections 1.12 of the Municipal Code and pertinent statutes. Mr. Seitz also agrees to perform other similar and reasonable duties as may be assigned in writing from time to time by the Village Board. Mr. Seitz’s position requires regular attendance at meetings in addition to his presence during normal business hours as is consistent with the number of hours mandated by this Agreement. Except as modified herein, Mr. Seitz shall be subject to the terms and conditions of employment as set forth in the Personnel Policy Manual.

4. *Benefits and Compensation*

Specific terms of benefits and compensation, in addition to those set forth in the Personnel Policy Manual, are as follows:

- a. Annual Salary: Mr. Seitz’s position is a salaried position exempt from overtime benefits. The annual gross salary for 2015 will be \$95,014, payable according to regular Village payroll operations, which is biweekly. The Village, in its sole discretion, may increase Mr. Seitz salary for subsequent years of this Agreement, dependent upon the results of the performance review discussed below.
- b. Health Benefits: Mr. Seitz will receive health benefits in accordance with the Personnel Policy Manual.

- c. Retirement: The Village shall make a payment equal to 11.5% of Mr. Seitz's wages to the Wisconsin Deferred Compensation Program on an annual basis.
- d. Holidays: Mr. Seitz is entitled to the same paid holidays as other Village non-union employees.
- e. Vacation: Effective January 1, 2015, Mr. Seitz shall be entitled to 5 weeks of paid vacation annually and shall be entitled to carry over any unused vacation hours from 2015.
- f. Sick days: Mr. Seitz shall earn sick leave in accordance with the Personnel Policy Manual.
- g. Outside employment: Mr. Seitz shall be allowed to engage in other outside employment provided that said employment does not conflict with nor interfere with his employment and occurs outside of Sturtevant's normal business hours. In addition Mr Seitz will be available for response to Sturtevant emergencies unless previous arrangements have been made with the Village Administrator.

5. *Performance Review, Goals and Performances Objectives*

The Village Administrator shall review and evaluate the performance of Mr. Seitz on a yearly basis. Mr. Seitz shall receive his first review by October 1, 2015, with said review addressing both work performance and compensation. To assist in the conduct of said reviews, the Village Administrator and Mr. Seitz shall jointly define and prioritize such goals and performance objectives that they deem necessary for the proper operation of the Village and for the attainment of the Village's policy objectives.

6. *Termination*

- a. Events Causing Termination: In compliance with Section Two (2), this Agreement may be terminated by the Village or Mr. Seitz as follows:
 - 1. Mr. Seitz shall provide 30 days written notice to the Village if he decides to terminate this Agreement.
 - 2. The Village Board may terminate Mr. Seitz's employment by a majority vote of the Village Board. In the event the Village Board terminates Mr. Seitz employment without cause, he shall be paid 12 months salary and the Village shall pay the first 12 months of COBRA benefits with respect to the applicable health insurance plan as a severance payment. Cause shall be defined as gross negligence or criminal activity detrimental to the Village.

- b. Return of the Village's Materials: Upon the termination of this Agreement, Mr. Seitz will immediately return to the Village all files, keys, instruments, equipment and other materials owned or provided by the Village.

7. *Remedies*

In addition to other remedies provided by law or equity (fairness), upon a breach by Mr. Seitz of the Agreement, the Village will be entitled to have a court of competent jurisdiction enter an injunction against Mr. Seitz that prohibits any further breach of the Agreement. The Village and Mr. Seitz further agree that the services to be performed hereunder are of a unique, special and extraordinary character. In the event of any controversy concerning the rights or obligations under this Agreement, such rights and obligations will be enforceable in a court of competent jurisdiction of law or equity by a decree of specific performance, requiring Mr. Seitz to perform his duties and both parties to conform to this Agreement. The Village or Mr. Seitz may also elect to obtain damages or other such relief if either party so chooses to pursue. Such remedies, however, will be cumulative and nonexclusive and will be in addition to any other remedies to which the Village or Mr. Seitz may have rights.

8. *Assignment*

Neither this Agreement nor the respective rights, duties and obligations of Mr. Seitz may be assigned or delegated by Mr. Seitz or the Village to any other person except agreed to in writing, between the parties, or as stated in Village of Sturtevant ordinances, or position descriptions of subordinate personnel.

9. *Notice*

Any notice permitted or required to be given to either party pursuant to the provisions of this Agreement will be in writing and hand-delivered or sent by registered or certified mail, return receipt requested, to the following addresses:

If to the Village:

Village Clerk
Village of Sturtevant
2801 89th Street
Sturtevant, WI 53177

If to Mr. Seitz:

Current address as listed in the Village's payroll system

10. *Residency*

There is no residency requirement for Mr. Seitz.

11. *Entire Agreement*

This document, including the signed Agreement and approved job description (job description referenced in Ordinance 1.21), and the provisions of the Personnel Policy Manual that are not in conflict with the terms of this Agreement constitute the entire agreement and understanding between the Village and Mr. Seitz concerning employment as Village Engineer and Public Works Director, and supersede any and all previous agreements or understandings, whether written or oral. This Agreement shall not be modified or amended except in writing with mutual consent of the Village and Mr. Seitz.

12. *Waiver*

Any breach of any covenant or provision of this agreement by either party may be waived in writing with mutual consent, but either party will not construe that waiver as a waiver of any subsequent breach.

13. *Invalidity of Any Provision*

The provisions of this Agreement are severable in part, but not in whole, should any part of the Agreement become invalid or unenforceable. The invalid or unenforceable part of this Agreement will not affect any other part or provision in the Agreement, but the Agreement itself will remain in full force and effect as if the invalid or unenforceable provision was omitted.

14. *Applicable Law*

This agreement will be governed by and construed in accordance with the laws and regulations of the State of Wisconsin and federal government.

15. *Headings*

Headings in this Agreement are for information purposes only and will not be used to construe the intent of this Agreement.

16. *Reference*

The following documents are mentioned in this Agreement and are thus incorporated as part of this Agreement:

Village of Sturtevant Personnel Policy Manual
Village of Sturtevant Ordinances

17. *Counterparts*

This Agreement may have corresponding or duplicate copies, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date and year set forth below.

Dated this 20th day of January, 2015.

VILLAGE OF STURTEVANT:

By: _____
Steven Jansen
Village President

Attest: _____
Mary Cole
Village Clerk

Dated this 20th day of January, 2015.

VILLAGE ENGINEER AND
PUBLICWORKS DIRECTOR

Jeffrey A. Seitz