



SPECIAL VILLAGE BOARD MEETING

MEETING NOTICE AND AGENDA

**VILLAGE OF WHITEFISH BAY
5300 North Marlborough Drive**

Monday, March 13, 2017, 7:00 PM

- I. Call to Order and Roll Call
- II. Petitions and Communications – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. While the Board encourages input from residents of the Village, it may not discuss or act on any issue that is not duly noticed on the agenda.
- III. General Business
 1. Discussion and Action on appointment of Paul Boening as Village Manager and authorization of Village President to, on behalf of the Village, enter into a written employment agreement with Mr. Boening
- IV. Adjourn

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Community Development Authority may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.wfbvillage.org).

Paul Boening

Professional Profile

- Local government official with 17 years of municipal experience in Wisconsin
- Skilled at utilizing a team approach to work with elected officials, residents, business representatives and colleagues
- Adept at interdepartmental coordination and communication
- Possess comprehensive knowledge of public administration theory
- Extensive experience in planning, zoning and land development
- Experience managing various projects

Professional Experience

VILLAGE OF WHITEFISH BAY, Whitefish Bay, WI

Assistant Village Manager, May 2015 – present

Manager's Assistant, February 2014 – May 2015

- Work collaboratively with the Village Manager to efficiently organize and manage the day-to-day management needs of the Village
- Coordinate activities of the Village Manager's Office with departments and outside agencies
- Draft ordinances, resolutions and memos
- Responsible for coordination and permitting of all special events that occur in the Village
- Provide technology support related to the phone/voicemail system
- Participate in the annual budget preparation process
- Maintain the Village website
- Create job postings; participate in employee recruitment and selection for numerous positions
- Manage preparation of meeting agendas and related documents for a variety of boards, committees and commissions
- Serve as Village Representative to MADACC and Alternate Representative to North Shore Water Commission and ICC
- Prepare RFPs for miscellaneous Village projects and oversee selected firms
- Collaborate with Village President to fill resident appointments to boards, committees and commissions
- Review all payables in excess of \$2,000
- Responsible for enforcing property maintenance throughout the Village
- Serve as acting Village Manager in the Manager's absence

VILLAGE OF PEWAUKEE, Pewaukee, WI

Deputy Clerk, May 2000 - February 2014

- Performed various duties related to the Open Meetings, Open Records and Election Laws
- Entered biweekly payroll and prepared employee pay statements
- Processed license, sign permit and land development applications
- Prepared, posted and distributed meeting agendas
- Provided assistance/information to residents, taxpayers and other customers
- Managed/Edited Village website content
- Assisted Village management team with various tasks and projects
- Served as Secretary of the Plan Commission and prepared/presented staff reports as needed
- Drafted municipal ordinances, resolutions and zoning code amendments
- Participated as a voting member on various ad hoc committees
- Served as Village Hall contact for Plan Commission and Board of Appeals applicants
- Conducted code compliance inspections and follow-up activities

WAUKESHA COUNTY DEPT. OF ADMINISTRATION, Waukesha, WI

Risk Management/Financial Services Intern, September 1999 - April 2000

- Assisted managers and other employees with departmental tasks and projects
- Inputted, organized and formulated data through the use of spreadsheet applications and other software programs

Education

UNIVERSITY OF SOUTH DAKOTA, Vermillion, SD

Master of Public Administration expected in August 2017

- GPA: 4.0/4.0

CARROLL UNIVERSITY, Waukesha, WI

Bachelor of Science, Public Administration in May 2000

- Minors: Economics, Politics and Sociology
- GPA: 3.68/4.0
- Graduated Magna Cum Laude

Additional Experience

GREENFIELD SCHOOL DISTRICT BOARD OF EDUCATION, Greenfield, WI

School Board Member, 2003 – 2004

- Chairperson of Business Administration Committee

Professional Memberships

- Wisconsin City/County Management Association
- Milwaukee Area Young Professionals

**VILLAGE OF WHITEFISH BAY
VILLAGE MANAGER
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2017, by and between the Village of Whitefish Bay, Milwaukee County, Wisconsin, a municipal corporation (hereinafter referred to as "**Employer**") and Paul Boening, (hereinafter referred to as "**Employee**") both who understand that:

WHEREAS, it is the desire of the Village Board of Trustees (hereinafter referred to as "**Board**") to employ and receive personal services from Employee for the benefit of Employer,

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Employee agree as follows:

DUTIES

1.1 **General Duties.** Employer agrees to employ Employee as the Village Manager of the Village of Whitefish Bay in accordance with the Municipal Code to perform the functions and duties as outlined therein and to perform other legally permissible and proper duties and functions as the Village President and Board shall from time to time assign.

1.2 **Accountability.** Employee shall report directly to the Board and be directly responsible to the Board and Employer. The Board shall review and evaluate performance of Employee on a formal written basis at least once annually. Employee shall be provided an adequate opportunity to discuss his evaluation with the Board, as considered necessary by either party.

1.3 **Full-time Employment.** During the term of this Agreement Employee shall devote his full working time and attention to the performance of the duties required of him as Village Manager as directed by the Village President. Employee may from time to time engage in teaching a course, with the proviso that it in no way interfere with the performance of his full-time Village duties and with the approval of the Village President.

TERM OF EMPLOYMENT

2.1 **Commencement.** The term of this Agreement shall commence on the date of employment included in paragraph 5.6.

2.2 **At Will.** Employee's employment shall be at will, meaning either Employer or Employee is free to terminate the relationship at any time for any reason

with minimal notice to be provided by the terminating party as described in paragraphs 2.3. and 2.4 below.

2.3 Termination by Employee. Employee may terminate this Agreement at any time, for any reason, upon not less than 60 calendar day prior written notice, unless the parties otherwise agree in writing. Employee shall continue to receive salary and benefits during the period so long as Employee continues to properly discharge the responsibilities under this Agreement. After 60 days, Employee will receive a lump sum payment equivalent to verified accrued vacation days (for the calendar year) net of required state and federal withholding taxes and FICA.

2.4 Termination by Employer. Employee shall be an at will employee under this Agreement. Employer by a majority vote of the entire Board may terminate the services of Employee under this Agreement at any time subject only to obligations included in paragraphs 2.4.1, 2.4.2 and 2.5.

2.4.1 Termination for Cause. Cause shall be defined as misfeasance, malfeasance, or misconduct. Employer shall provide a written statement of cause and an opportunity for Employee to respond, but shall have the final authority to terminate Employee. No severance compensation shall be provided for termination for cause.

2.4.2 Termination without Cause. If termination is without cause, Employer shall in its sole discretion provide employee with:

2.4.2.1 written notice of immediate termination and lump sum payment equal to six months salary, net of required state and federal withholding taxes and FICA, and six months payment for continuation of existing health insurance coverage as severance compensation, but no other benefits except as specified in 2.4.2.4 or;

2.4.2.2 six months prior written notice of termination with regular employee compensation and benefits continuing until the date of termination (but no other benefits except as specified in 2.4.2.4); or

2.4.2.3 any combination of severance compensation and prior notice of termination extending in the aggregate not more than six months (but no other benefits except as specified in 2.4.2.4); or

2.4.2.4 Any verified accrued and unused vacation days paid at the date of termination.

2.5 Disability. In the event Employee is permanently disabled or is otherwise unable to perform each of his normal duties because of sickness, accident, injury, mental incapacity or health for a period of five successive weeks beyond any accrued sick leave, or for thirty (30) working days over a forty (40) working day period, Employer shall have the option to terminate this Agreement according to options defined in Paragraph 2.4.2.

2.6 **Employer Discretion.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to any obligations specified in paragraphs 2.4 and 2.5.

COMPENSATION AND BENEFITS

3.1 **Salary.** Employer shall pay Employee a gross salary at an annual rate of \$105,000 prorated from commencement of employment through December 31, 2017 and payable in regular installments at the same time as other employees of Employer are paid. Thereafter, Employee's gross annual salary shall be adjusted by the Board on November 1, 2017; May 1, 2018, and November 1, 2018 and annually thereafter as determined by the Board and the Whitefish Bay Employee Handbook. Nothing shall preclude the Board from making salary adjustments at any time and any and all salary adjustments shall be at the sole discretion of the Board. In addition, Employee shall receive any wage/benefit adjustments accorded to general Village employees, unless specified otherwise in this Agreement.

3.2 **Employee Benefits.** Village shall provide all benefits listed and defined in the Whitefish Bay Employee Handbook as provided to other management staff, including, but not limited to, retirement, medical, life insurance, sick leave, vacation, and other defined benefits.

3.3 **Vacation Benefits.** For the purpose of determining the vacation benefit, Employee shall be credited with 17 years of continuous service and shall receive 5 days of vacation upon commencement of employment and 20 days annually thereafter on the anniversary date of employment. Any further increase in vacation benefit would be in accordance with the schedule defined in the Whitefish Bay Employee Handbook.

3.4 **Automobile.** Employer shall reimburse Employee for work-related use of his private automobile at the IRS rate. Commuting to and from the place of employment does not constitute work-related use.

3.5 **Cell Phone.** Employer shall pay Employee \$50.00 per month for business use of his personal cell phone, or provide a Village cell phone.

3.6 **General Business Expenses.** Employer hereby authorizes Employee to incur reasonable, ordinary and necessary travel and business expenses in the performance of his regular duties which shall be reimbursed upon receipt of a satisfactory accounting thereof, provided such expenditures are within the approved administrative budget.

PROFESSIONAL DEVELOPMENT

4.1 **Professional Conferences and Training.** Employer hereby agrees to pay for travel, registration fees, and subsistence expenses of Employee for professional conferences and training programs, within the Village's annual operating budget

parameters, adequate to continue the professional development of Employee and to enable Employee to adequately pursue necessary official and other functions for Employer. Employer recognizes the importance of participating in conferences of the Wisconsin City/County Management Association and the International City/County Management Association.

4.2 **Authorization.** Employee's fees, costs, attendance at professional development conferences, seminars, and training programs, which are unbudgeted shall be subject to prior approval of the Village President.

4.3 **Dues and Subscriptions.** Employer agrees to pay for the professional dues and subscriptions of Employee for membership in the Wisconsin City/County Management Association and the International City/County Management Association. Reimbursement of Employee's other dues and subscription expenses which, if unbudgeted, shall be subject to the prior written approval of the Village President.

4.4 **Expenditures.** Employee will identify and include the cost for all such professional development in the annual administrative budget which is subject to Board approval.

MISCELLANEOUS

5.1 **Hours of Work.** It is recognized that Employee must attend various meetings and address certain emergencies outside of normal working hours. In such circumstances. Employee will be allowed to adjust his work schedule to allow for reasonable compensatory time off in an amount no greater than the excess hours worked, provided this adjustment does not interfere with fulfillment of his duties.

5.2 **Location of Residence.** Employee shall reside within thirty (30) miles of the Village Hall.

5.3 **Notices.** Written notices pursuant to this Agreement shall be given by personal service, private courier or U.S. Postal Service. Notice shall be deemed given as of the earliest of personal service (by private courier or otherwise) or the date of U.S. Mail postmark.

5.4 **Severability.** 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.

5.5 **Modification and Waiver.** Neither the failure nor delay by Employer or Employee to exercise any right hereunder shall operate as a waiver thereof. No single or partial exercise of any such right shall preclude any other or further exercise thereof, nor shall it bar the exercise of any other right or remedy available to Employer or Employee in law or in equity. No modification or waiver of this Agreement shall be binding upon

any party unless it is in writing and signed by or on behalf of the party against which the waiver or modification is asserted.

5.6 Completeness and Effective Date. The text herein shall constitute the entire Agreement between the parties hereto. This Agreement shall become effective on the date of employment which shall be May 1, 2017.

IN WITNESS WHEREOF, the Village of Whitefish Bay has caused this Agreement to be signed and executed in its behalf by its President, and duly attested by its Village Clerk, and the Employee has signed this Agreement, both in duplicate, the day and year first above written.

VILLAGE OF WHITEFISH BAY

ATTEST:

Julie Siegel, President

Jennifer Amerell, Clerk

EMPLOYEE

Paul Boening