

**CDA EXECUTIVE DIRECTOR  
EMPLOYMENT AGREEMENT  
BETWEEN CITY OF MADISON  
AND LARRY KILMER, II**

This contract (Contract) between the City of Madison and Larry Kilmer, II is made this 28<sup>th</sup> day of August, 2023 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the “City”), and Larry Kilmer, II, a natural person, (hereafter, “CDA Deputy Director”). This contract outlines duties and responsibilities above and beyond Kilmer’s role as the Housing Operations Program Manager (CDA Deputy Director), and associated compensation for those duties, in lieu of a full time CDA Executive Director.

WITNESSETH:

WHEREAS, the duties of CDA Executive Director have previously been delegated to a position titled “CDA Executive Director” carried in the CDA Redevelopment Budget; and

WHEREAS, the City desires to extend the duties of the CDA Deputy Director to include the a portion of the duties of CDA Executive Director described herein while delegating the remaining duties of the CDA Executive Director to the PCED Director; and

WHEREAS, the CDA Deputy Director represents that they possess the necessary knowledge, skill, and experience to perform such services and is willing to perform such duties as listed below; and

WHEREAS, the Common Council of the City has authorized the execution of the Contract by Resolution Number RES-\_\_\_\_\_.

Therefore, in consideration of the mutual covenants, terms, and agreements contained in this Contract, the receipt and sufficiency of which is mutually acknowledged, the parties do agree as follows:

1. I. FUNCTIONS, DUTIES, AND RESPONSIBILITIES OF THE CDA EXECUTIVE DIRECTOR:

In addition to the functions, duties, and responsibilities of the CDA Deputy Director, the CDA Deputy Director and the PCED Director shall divide the duties and responsibilities of CDA Executive Director as are enumerated below:

The CDA Deputy Director shall:

- Direct and implement 1-year, 3-year, and 5-year strategic plans for the CDA which identify planning objectives directly related to the CDA mission, values and vision. Create, distribute, and implement strategies and communication plans that provide current, accurate, and complete information on CDA activities as well as planned and implemented projects to elected officials, the public, commissioners, residents, case managers, etc.
- Oversee the operations and functions of the Housing Operations Division. Assure operation in accordance with rules, regulations, ordinances, policies, directives and

prepare for and respond to audits and reviews. Establish and maintain performance objectives with the Division's supervisors and establish annual objectives for the Division with the DPCED Director.

- Hire, train, direct, monitor and evaluate a diverse staff both directly and through subordinates. Administer the Division including approving payrolls, functioning as Appointing Authority and performing other necessary administrative and supervisory tasks.
- Keep the Division up-to-date on related program rules and policies. Assure effective use of the Division's programs. Analyze and improve programs, interpret ordinances and regulations, seek new programs and opportunities.
- Develop, present, and monitor operating and capital budgets. Direct, lead, and oversee the submission of State and Federal loan and grant applications.
- Oversee and direct the CDA's real estate development strategy to the benefit of the city, including focusing on the creation of affordable, sustainable housing, economic opportunity and wealth building for low income families.

The PCED Director shall:

- Develop on a continual basis various "public-private" partnership opportunities for community and economic development initiatives within the community that allow the CDA to leverage City and CDA resources to expand successful outcomes within its intended mission.
- Evaluate residential and commercial loan programs that will enhance the viability of Madison's neighborhoods and commercial districts. Evaluate the economic feasibility of CDA-planned projects. Negotiate complex public and private real estate and economic development deals. Serve as custodian of CDA funds, including keeping records of such funds.
- Coordinate efforts on behalf of the CDA with other City of Madison departments/divisions, other governmental entities outside the City, and private industry. Assure compliance with all relevant standards.

The CDA Deputy Director and PCED Director shall:

- Oversee the development and project management processes, such as land planning, architectural services, construction management, financial planning, debt structuring and property management of CDA projects.
- Provide advice, counsel, staff services, program and financial status reports to the Community Development Authority, Common Council, Boards and Committees, other departments and divisions, outside agencies and neighborhood/community groups. Maintain effective working relationships with funding sources, federal government, public, press, professional groups and elected representatives and respond to citizens and customers. Make public presentations, share information on housing issues, plans, and Division accomplishments with neighborhood/community groups, property owners and CDA residents.

3. III. COMPENSATION AND BENEFITS:

In addition to the base salary, effective the pay period including August 28, 2023, an additional payment based on an annualized rate of \$15,000 will be paid in approximately equal bi-weekly payments according to regular City payroll practices to compensate the CDA Deputy Director for the duties described above. A lump sum payment will be made retroactive to January 1, 2023 to compensate the CDA Deputy Director for work performed prior to this Contract. After August 28, 2023, this amount will increase by the percentage wage increase granted to Compensation Group 18, on the date of such increases.

4. IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL; BUYOUT

F. The Mayor or the CDA Deputy Director may unilaterally terminate this Contract upon thirty (30) calendar day's written notice. Upon termination of the Contract, all rights duties, and obligations of the parties under this Contract and any corresponding compensation and benefits paid under this Contract shall end without recourse.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the day and year first written above.

WITNESS:

**CITY OF MADISON**  
A Municipal Corporation

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Satya Rhodes-Conway, Mayor

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Maribeth Witzel-Behl, City Clerk

WITNESS:

**CDA Deputy Director**

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\_\_\_\_\_  
Larry Kilmer, II

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
David Schmiedicke, Finance Director

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Michael R. Haas, City Attorney