

**PUBLIC WORKS TEAM LEADER
ADDENDUM TO
EMPLOYMENT AGREEMENT
BETWEEN
CITY OF MADISON
AND
ALAN C. SCHUMACHER**

This addendum (Addendum) to the Employment Agreement between the City of Madison and Alan C. Schumacher is made this ___ day of _____, 2009, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City"), and Alan C. Schumacher, a natural person, (hereafter, "Streets Superintendent" or "Public Works Team Leader").

WITNESSETH:

WHEREAS, the City and the Streets Superintendent are currently parties to an employment agreement dated December 18, 2004, which was properly approved and executed by both parties; and

WHEREAS, the existing employment agreement does not include the duties of Public Works Team Leader; and

WHEREAS, the City desires to extend the duties of the Streets Superintendent to include the services described herein as Public Works Team Leader; and

WHEREAS, the Streets Superintendent represents that he possesses the necessary knowledge, skill, and experience to perform such services and is willing to perform such services as Public Works Team Leader; and

WHEREAS, the Common Council of the City has authorized the execution of the Addendum by Resolution No. _____.

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

1. Balance of Agreement Maintained.

Except as modified by this Addendum, all terms and provisions of the existing Employment Agreement between the City and the Streets Superintendent remain in full force and effect.

2. II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE STREETS SUPERINTENDENT:

An additional paragraph shall be added to Section II of the existing employment agreement to read as follows:

- H. In addition to the functions, duties, and responsibilities of the Streets Superintendent the Superintendent shall also act as Public Works Team Leader, the duties and responsibilities of which are enumerated below:
1. Perform departmental administrative and budget oversight for the Department of Public Works (including the divisions of: Streets, Parks, Engineering, Fleet Services, Traffic Engineering/Parking, Transit Utility, and Water Utility) advising the Mayor on Public Works issues and programs.
 2. Review Departmental programs and personnel matters on an exception basis. Direct, counsel, advise, and lead division heads and other staff on how to address various issues.
 3. Promote a positive departmental working environment through meetings, written communication, one-on-one contacts, and public contacts and relationships.
 4. Chair and direct staff meetings involving department/division heads and others. Address internal relation problems between divisions and external problems with other City and non-City agencies and the general public.
 5. Review current procedures and practices in the Department relative to analyzing staffing and equipment utilization, project management, identifying and anticipating future needs and opportunities, and other related operational and administrative matters.
 6. Direct long-range planning activities for all divisions and the department as a whole.
 7. Serve as a member of the Mayor's management team.
 8. Act as advisor to the Mayor and other Department and Division heads on areas of expertise and in regard to assigned projects.
 9. Assign or reassign personnel within the various divisions and resolve disputes between the divisions and conflicting demands for labor and equipment.
 10. Represent the Public Works departments at various meetings, public hearings and other functions as assigned.
 11. Council and coach newly hired department heads within the Department of Public Works.

3. III. COMPENSATION AND BENEFITS:

An additional paragraph shall be added to Section III. A. of the existing employment agreement to read as follows:

In addition to the base salary, 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 Streets Superintendent for the duties performed as Public Works Team Leader for the Department of Public Works.

4. IV. TERM: PROBATIONARY PERIOD, RENEWAL; NON-RENEWAL; BUYOUT

An additional paragraph shall be added to Section IV. of the existing employment agreement to read as follows:

F. The Mayor or the Streets Superintendent may unilaterally terminate the Public Works Team Leader Addendum upon thirty (30) calendar days written notice. Upon termination of the Addendum all rights, duties, and obligations under this Addendum of the parties shall end without recourse.

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

WITNESS:

CITY OF MADISON
A Municipal Corporation

David J. Cieslewicz, Mayor

Maribeth Witzel-Behl, City Clerk

WITNESS:

STREETS SUPERINTENDENT

APPROVED

APPROVED AS TO FORM:

Dean Brassler, City Comptroller

Michael P. May, City Attorney