EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
CHARLES J. ROMINES

This Agreement made this September 8, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Charles Romines (hereafter, the "Director" or "Employee").

WITNESSETH;

WHEREAS, the City desires to hire the Director as an employee of the City of Madison to perform the services described herein on its sole behalf as the Director of Public Works, and

WHEREAS, the Director possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as the Director of Public Works; and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Director of Public Works by the Common Council of the City of Madison on September 8, 2026; and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. RES_____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. DIRECTOR OF PUBLIC WORKS HIRED

Charles Romines is hired as a non-civil service employee of the City, holding the position of Director of Public Works pursuant to the terms, conditions, and provisions of this Agreement. The Director shall have and exercise full authority and discretion as a Department Head within the City's organizational structure and act as Appointing Authority for employees of the Public Works Department in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TITLE

A. General Responsibilities:

This is professional executive management and administrative work involving primary responsibility for the Department of Public Works (including the Divisions of: Streets, Parks, Engineering, Fleet Service, and Water Utility). This position reports directly to the Mayor and is part of the Mayor's Management Team. The work involves performing departmental administrative, budget, and strategic oversight, advising the Mayor on public works issues and programs, and serving as a member of numerous other City committees and projects. The work is characterized by the exercise of independent managerial direction within broad City policy guidelines.

B. Examples of Duties and Responsibilities:

Review, monitor, and coordinate operations and infrastructure maintenance activities across all Public Works agencies with a focus on sustainability and coordination of resources across the Department to the greatest extent possible. Ensure plans are developed, understood, and executed by subordinate staff for weather-related and other emergency situations that occur.

Play a key role in logistics for citywide emergency management within City Incident Command System, as needed.

Review, monitor, and coordinate the development of operating and capital budgets for the Public Works divisions and the Department as a whole. Prepare and present a variety of operational and budgetary reports and recommendations.

Develop, monitor, and manage Department/Division strategic planning, work planning, project planning, goal setting, resource utilization, and organizational performance management.

Chair and direct staff meetings involving Division Heads and others. Respond and address internal issues between Divisions and external issues with other City and non-City agencies, and the general public.

Promote a positive work culture that values continuous learning and is committed to the City’s mission and vision, including a commitment to ongoing initiatives involving performance excellence systems.

Advise the Board of Public Works and other boards and committees as needed on various public works issues.

Engage with the public, including elected officials, including but not limited to serving on and/or providing leadership to a wide variety of committees, commissions, task forces, project teams, etc., related to the public works area and as assigned by the Mayor.

Evaluate, control, and administer the Public Works construction programs adopted by the Common Council.

Evaluate current work methods, procedures, and policies within the department. Set service level expectations, goals, and priorities. Bring forth new methods or strategies for improvement or to resolve issues.

Provide leadership and guidance to the Department on issues of equity in the workplace and in service provision.

Act as advisor to the Mayor and other Department and Division Heads on areas of expertise and in regard to assigned projects.

Direct, evaluate, mentor, and recruit Division/Department leadership staff. Collaborate, develop, and implement workforce development plans aimed at ensuring a talented, skilled, and diverse workforce. Support Division leadership in addressing personnel matters. Develop and deploy initiatives and structural changes to increase organizational efficiency and improve customer service. Identify and anticipate future needs and opportunities, and other related operational and administrative matters.

Participate in and/or lead various projects, as assigned.

Perform related work as required.

C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. The Director shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules, and practices of the City, which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule, or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).

D. The Director shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Director's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Director is not compensated for such activities. Nothing herein limits the Director from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

E. The standard City workweek is 38.75 hours. However, the Director shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

F. The Director shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance, or express written consent of the City.

G. The Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

A. The Director's salary shall be based on an annualized rate of $208,600 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

B. The Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:

1. The Director shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as

may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda, or other official City action throughout the duration of this agreement subject to paragraph II. (G) above.

2. The Director shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Human Resources Director. At the start of this contract, the Director of Public Works will retain all currently held vacation without proration, and will have new a new annual allotment added. This allotment will be provided annually on September 8 of each year. Except as otherwise provided, the Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The Director may elect to convert up to twenty (20) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.

3. Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Director would have earned through the end of that year.

4. The Director shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as Director and in accordance with applicable Administrative Procedure Memoranda.

5. The Director shall be reimbursed for relevant professional association and/or licensure dues.

6. The Director shall continue to have an assigned vehicle pursuant to the responsibilities of the Director of Public Work and in accordance with all related policies.

7. The Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

A. This Agreement shall take effect on September 8, 2026, and shall expire on September 7, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period following September 8, 2026.

B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Director's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.

C. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities, and obligations shall end. However, the Director will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified.

D. In the event of non-renewal of this Agreement, under either this or Paragraph C above, the Mayor may, in their sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of

this Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Director of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Director the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Director's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

The Director is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline on or to discharge the Director as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The Director shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of suspension or discharge.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Director. The City retains the sole right to determine the organizational structure and overall functioning of the Public Works Department.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Director's duties or responsibilities change significantly. A "significant" change in the Director's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Department services, or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall

not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Director against and for any and all demands, claims, suits, actions, and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Director shall file a Statement of Economic Interests with the City Clerk within fourteen (14) days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement no later than April 30 of each year.

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Director will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Director shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

A. The Director may elect to terminate this Agreement before the expiration of the contract period. If the Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the

Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.

B. The Director's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Director, the Director shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Director or the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of Director of Public Works or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Director of Public Works or reorganizes the Department to the extent that the position of Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Director shall not assign or subcontract any interest or obligation under this Agreement.

XIV. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the parties approved and authorized for execution in the same fashion as this original Agreement.

XV. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise

thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the parties hereto.

XVII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed, and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

EMPLOYEE:

_____
Charles J. Romines

CITY OF MADISON
A Wisconsin Municipal Corporation

_____ _____
Satya Rhodes-Conway, Mayor Lydia McComas, City Clerk

APPROVED:

David Schmiedicke, Finance Director

APPROVED AS TO FORM:

Patricia Lauten, Deputy City Attorney