

**CDA EXECUTIVE DIRECTOR
ADDENDUM TO EMPLOYMENT AGREEMENT
BETWEEN CITY OF MADISON
AND MATTHEW WACHTER**

This addendum (Addendum) to the Employment Agreement between the City of Madison and Matthew Wachter is made this 28th day of August, 2023 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the “City”), and Matthew Wachter, a natural person, (hereafter, “PCED Director” or “CDA Executive Director”). This contract outlines duties and responsibilities above and beyond Wachter’s role as the PCED Director, and associated compensation for those duties, in lieu of a full time CDA Executive Director.

WITNESSETH:

WHEREAS, the City and the PCED Director are currently parties to an employment agreement dated February 4, 2020, which was properly approved and executed by both parties; and

WHEREAS, the existing employment agreement includes serving as CDA Executive Director and/or delegating staffing needs as appropriate; and

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 PCED 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 CDA Deputy Director; and

WHEREAS, the PCED 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 Addendum by Resolution Number RES-_____.

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. I. BALANCE OF AGREEMENT MAINTAINED.

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

2. II. FUNCTIONS, DUTIES, AND RESPONSIBILITIES OF THE CDA EXECUTIVE DIRECTOR:

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

In addition to the functions, duties, and responsibilities of the PCED Director, The PCED Director shall serve as CDA Executive Director. The PCED Director and CDA Deputy

Director shall divide the duties and responsibilities of CDA Executive Director as are enumerated below:

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 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 and CDA Deputy 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:

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, 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 PCED Director for the duties performed as CDA Executive Director. A lump sum payment will be made retroactive to January 1, 2023 to compensate the PCED Director for work performed prior to this addendum. 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

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

F. The Mayor or the PCED Director may unilaterally terminate the CDA Executive Director Addendum upon thirty (30) calendar day's written notice. Upon termination of the Addendum, all rights, duties, and obligations of the parties under this Addendum and any corresponding compensation and benefits paid under this Addendum 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

Satya Rhodes-Conway, Mayor

Maribeth Witzel-Behl, City Clerk

WITNESS:

APPROVED:

David Schmiedicke, Finance Director

PCED Director

Matthew Wachter

APPROVED AS TO FORM:

Michael R. Haas, City Attorney