

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
CHRISTINE KNAPP**

This Agreement made this August 4, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Christine Knapp, a natural person (hereafter, the "General Manager" or "Employee").

WITNESSETH;

WHEREAS, the City desires to hire the General Manager as an employee of the City of Madison to perform the services described herein on its sole behalf as the Water Utility General Manager, and

WHEREAS, the General Manager possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as the Water Utility General Manager, and

WHEREAS, the General Manager has been duly selected and has been confirmed for appointment to the position of Water Utility General Manager by the Common Council of the City of Madison on August 4, 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. WATER UTILITY GENERAL MANAGER HIRED

Christine Knapp is hired as a non-civil service employee of the City, holding the position of Water Utility General Manager pursuant to the terms, conditions, and provisions of this Agreement. The General Manager 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 City of Madison Water Utility in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE WATER UTILITY GENERAL MANAGER

A. General Responsibilities:

The General Manager leads the work of the Madison Water Utility, and is ultimately responsible for the financial, technical, maintenance and repair, operational, developmental, public relations, and administrative functions of the Utility. This is responsible administrative, managerial, and professional work in directing the overall operations of the City of Madison's Water Utility. This position reports to the Water Utility Board and the Mayor, and works as a member of the Public Works team. The work involves the exercise of independent judgment and discretion in carrying out responsibilities under broad policies established by the Water Utility Board, the City Common Council, the State Public Service Commission, and the Wisconsin Department of Natural Resources.

B. Examples of Duties and Responsibilities:

Ensure the provision of an adequate and safe water supply for domestic, industrial, and fire protection purposes. Plan for prolonged drought, energy shortages, urban development, environmental influences, or other occurrences which may disrupt/affect water supply or water needs. Monitor and oversee ground water quality, water treatment operations, and quality of the distribution system.

Oversee the activities and operations of the Madison Water Utility and its staff. Meet with Utility Management Team and staff to discuss operational and administrative issues. Monitor activities; review suggestions, ideas, and potential improvements in operations; and develop, initiate, and implement policy and operational improvements.

Develop and implement rules, regulations, and administrative policies for all units.

Hire, direct, monitor, and evaluate a diverse staff of employees, both directly and through subordinates. Function as appointing authority, approve payrolls, and perform other necessary supervisory functions. Deal with employee grievances directly or through subordinate staff. Ensure effective communication within the utility. Oversee consistent use of the City's employee check-in tool.

Oversee budget preparation and monitoring. Prepare and present budget recommendations to the Water Utility Board, the Mayor and the Common Council. Oversee the preparation of rate change requests and other related reports and requests to the Public Service Commission and the Wisconsin

Department of Natural Resources.

Lead efforts to make the Madison Water Utility and the City of Madison more sustainable and equitable. Maintain and improve water conservation and efficiency programs in the community. Support all staff to be familiar with and participate in the City's racial equity and social justice initiative.

Maintain a focus on excellent customer service. Develop and improve programs to support low-income households and reduce the impact of rate increases.

Represent the Water Utility to the public, including presenting at a variety of City and public meetings, communicating with residents and the media, and ensuring that the utility has a robust communications plan.

Coordinate water works services, maintenance functions and other activities with other City agencies, governmental units, utilities, and private sector users. Initiate and defend rate reform, alternative financing methods, customer education, and customer service programs and activities. Function as part of the Public Works Management Team and collaborate with City agencies as appropriate.

Be familiar with national best practices of water utilities and how utilities are implementing a "one water" approach. Maintain awareness of advances in the technological and administrative activities of other utilities, especially water utilities. Encourage staff to maintain professional and technical expertise and skills.

Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles.

Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.

Demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.

Ability to demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.

Perform related work as required.

- C. The General Manager agrees to perform such functions and duties at a professional level of competence and efficiency. The General Manager 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 General Manager 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 General Manager'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 General Manager is not compensated for such activities. Nothing herein limits the General Manager 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 General Manager 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 General Manager 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 General Manager shall establish residence in the City of Madison within 18 months from appointment, and will continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the General Manager agrees to waive any right to challenge this residency requirement, by court action or otherwise. The general manager is entitled to up to \$12,000 in relocation reimbursement in accordance with City policy.

III. COMPENSATION AND BENEFITS

- A. The General Manager's salary shall be based on an annualized rate of \$165,000 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 General Manager shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The General Manager 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 General Manager 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 above.
 - 2. The General Manager shall be entitled to twenty-five (25) 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. Except as otherwise provided, the General Manager shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the General Manager's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The General Manager 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 General Manager 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 General Manager leaves the position before the end of the contract period, the General Manager 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 General Manager shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the General

Manager terminated City employment during the contract period. If the City terminates the General Manager's contract before the end of the contract period or the General Manager leaves the position at the end of the contract period or the General Manager retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the General Manager would have earned through the end of that year.

4. The General Manager shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as General Manager and in accordance with applicable Administrative Procedure Memoranda.
5. The General Manager shall be reimbursed for relevant professional association and/or licensure dues.
6. The General Manager 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 August 4, 2026, and shall expire on August 3, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply August 30, 2026.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the General Manager. The Mayor shall notify the General Manager of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the General Manager 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 General Manager'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 General Manager. In such event, the Mayor shall notify the General Manager 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 General Manager 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 General Manager 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 General Manager of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the General Manager 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 General Manager's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

For a period of twelve (12) months from the effective date of this Agreement, the General Manager shall serve a probationary period. During the probationary period, the General Manager serves at the pleasure of the Mayor and Director of Public Works and may be removed at will by the Mayor. The Mayor will give the General Manager four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the General Manager be removed as otherwise provided herein.

The General Manager is subject to the Mayor and Director of Public Works' supervision and is, during the term of this Agreement, subject to the Mayor and Director of Public Works' authority to impose discipline on or to discharge the General Manager as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The General Manager 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 General Manager. The City retains the sole right to determine the organizational structure and overall functioning of the City of Madison Water Utility.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the General Manager's duties or responsibilities change significantly. A "significant" change in the General Manager'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 General Manager 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 General Manager shall file a Statement of Economic Interests with the City Clerk within 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 General

Manager prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The General Manager 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 General Manager shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

- A. The General Manager may elect to terminate this Agreement before the expiration of the contract period. If the General Manager provides less than forty-five (45) calendar days' notice in writing to the Mayor, the General Manager forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the General Manager 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 General Manager leaving during the contract period. These forfeiture provisions do not apply if the General Manager retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The General Manager'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 General Manager, the General Manager 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 General Manager or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Water Utility General Manager or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Water Utility General Manager or reorganizes the Department to the extent that

the position of Water Utility General Manager 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 General Manager 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:

Christine Knapp

CITY OF MADISON
A Wisconsin Municipal Corporation

Satya Rhodes-Conway, Mayor

Lydia McComas, City Clerk

APPROVED:

APPROVED AS TO FORM:

David Schmiedicke, Finance Director

Patricia Lauten, Deputy City Attorney