

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF MADISON  
AND  
YANG TAO**

This Agreement made this October 17, 2023, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Yang Tao, a natural person (hereafter, the "Director").

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 Traffic Engineering, 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 Traffic Engineering, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Director of Traffic Engineering by the Common Council of the City of Madison on October 17, 2023, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. RES-23-.

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 TRAFFIC ENGINEERING HIRED

Yang Tao is hired as a non-civil service employee of the City, holding the position of Director of Traffic Engineering 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 Department of Traffic Engineering in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF TRAFFIC ENGINEERING

A. General Responsibilities:

The City of Madison's Director of Traffic Engineering manages the City's Traffic Engineering Division. This Division manages, operates, and maintains the City's pedestrian, bicycle and motor vehicle systems. The Division has 72 permanent and up to 155 hourly seasonal employees and is responsible for safety for all transportation modes, traffic engineering projects and designs, traffic operations, Intelligent Transportation Systems (ITS), street lighting, pedestrian and bicycle mobility, regulation of taxis, telecommunications, the location of on-street parking and loading. The Director of Traffic Engineering's work is characterized by considerable judgment and professional knowledge, leadership for the Division, and teamwork with other agencies. This work is performed under the general leadership of the Director of Transportation, with a direct reporting relationship to the Mayor.

B. Examples of Duties and Responsibilities:

This position is responsible for managing services provided by the Traffic Engineering Division including:

1. Safety programs, transportation planning, transportation infrastructure design and engineering, and development of ITS. These services include Division participation in:
  - Assistance in the geometric design or redesign of streets, highways, intersections, pedestrian and bicycle facilities, and
  - Determining the location of on-street parking and loading and restrictions on unmetered parking.
  - Transportation planning efforts, including corridor studies, safety studies, and alternatives analyses.
  - Developing transportation recommendations relating to land use and development policies, plans and projects.
2. The design, maintenance, construction and operation of the City's telecommunications activities, equipment and facilities.
3. Developing plans and projects that that improve pedestrian and bicycle mobility and safety.
4. Fabrication, installation, replacement, repair and maintenance of street signs.
5. Selection, design, installation, repair and maintenance of street lights.
6. Installation, operation and maintenance of traffic signals, traffic control and warning devices, and ITS infrastructure.
7. Maintenance of transportation pavement markings.
8. Traffic control for special events and construction activities.

Important roles in the performance of duties and responsibilities are:

Manage, plan, organize, direct and evaluate the programs, services and operations of the Traffic Engineering Division. Develop, recommend, and administer related capital and operating budgets, and prepare an annual division work plan and performance standards with the Director of Transportation.

Hire, supervise, manage, coach and discipline a diverse, professional and technical, field and office staff, both directly and through subordinate supervisors. Mentor employees and develop employee job skills. Perform related management functions in the areas of human resources, affirmative action and labor relations.

Administer transportation safety studies, highway safety grants and related construction projects. Administer ITS grants and related construction projects.

Coordinate Traffic Engineering Division activities with other Transportation Department managers, other City agencies and other government agencies. Coordinate emergency traffic regulations with the Police Chief, Director of Public Works and others as appropriate. Provide services to other City agencies as needed.

Ensure staff support is provided to the City's transportation committees. Provide data-based traffic engineering analysis, reports and recommendations to the Mayor, Common Council, and City boards and commissions. Identify opportunities and threats, evaluate program and policy alternatives and formulate strategies and recommendations for review by policy makers. Prepare periodic and annual traffic engineering and management reports.

Monitor state of practice and legislative changes in the transportation and mobility field, including those on pedestrian treatments and bicycle treatments, transit oriented street design, autonomous vehicles, connected vehicles, electric vehicles, shared mobility, mobility as a service, and use of big data.

Serve as project manager for cross-division projects as assigned by the Department Director or the Mayor. Coordinate and provide Division and interdepartmental staff support for staff teams.

Consult with the City Attorney on legal matters.

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.

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 \$170,000

and shall be paid in approximately equal biweekly payments according to regular City payroll practices. This salary will be effective with the pay period after expiration of the current contract, beginning October 15, 2023. This salary will not be subject to the October, 2023, Cost of Living Adjustment of 1%. 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. 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 Fund benefits. If the Director carries over a balance of more than five weeks from the preceding year(s), the Director may elect to convert up to ten (10) 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 be eligible to be a CARS monitor in the City CARS program.
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 October 17, 2023, and shall expire on October 16, 2028, unless terminated sooner as provided herein. All salary and benefit changes shall apply effective the pay period beginning October 15, 2023.**
- 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.
- D. 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.

- E. In the event of non-renewal of this Agreement, under either Paragraph D 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 Department of Transportation.

#### 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 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 Traffic Engineering or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Director of Traffic Engineering or reorganizes the Department to the extent that the position of Director of Traffic Engineering 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.

CITY OF MADISON  
A Municipal Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Maribeth L. Witzel-Behl, City Clerk

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Witness

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Yang Tao, Director of Traffic Engineering

APPROVED:

APPROVED AS TO FORM:

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David P. Schmiedicke  
Finance D

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Michael Haas, City Attorney