EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
CHRISTOF SPIELER

This Agreement made this June 17, 2025, and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Christof Spieler, 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 Transportation, 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 Transportation, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Director of Transportation by the Common Council of the City of Madison on June 17, 2025, 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 TRANSPORTATION HIRED

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

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF TRANSPORTATION

A. General Responsibilities:

This is responsible managerial and administrative work in directing and aligning the diverse programs, activities, and staff of the Department of Transportation, both directly and through subordinate Division Managers. The Department consists of the Traffic Engineering Division, the Transit Division, and the Parking Utility Division. This work is characterized by considerable judgment and discretion in leading, managing, planning, coordinating and implementing diverse

programs. Work is performed under the general direction of the Mayor, and within public policy parameters.

- Lead the City's comprehensive transportation mobility and planning efforts in a way that will ensure that Madison's mobility and transportation systems are of high caliber and meet the diverse needs of the City.
- Work closely with the Mayor, other City managers, the Common Council, the Transportation Commission, and others to align system goals and plans, implement adopted plans and achieve measurable results.
- Manage an effective, responsible and accountable organization that can attract and retain top quality staff in order to practice continuous improvement, successfully innovate and implement best practices to serve the evolving needs of residents.
- Lead and manage transportation participation in city-wide performance management efforts.
- Communicate with policymakers about policies, projects and the overall transportation system while providing comprehensive information to the public.
- Foster collaborative relationships with city, regional, state, and federal agencies, including the University of Wisconsin-Madison and others to advance Madison's and the region's mobility and transportation system.
- Develop and sustain a highly functional department of crucial importance to the people of Madison.

B. Examples of Duties and Responsibilities:

This position is responsible for managing, directing and integrating broad comprehensive transportation programs, planning and services. Duties and responsibilities include:

- Supervise the Traffic Engineering, Parking, and Transit Divisions of the Department of Transportation.
- Develop and administer the Department's annual budget, work plan and resources in an effective and efficient manner.
- Build and maintain an effective team, and develop, mentor, and motivate staff members. Provide professional development opportunities for all staff in order to successfully innovate and implement best practices to serve the evolving needs of residents. Develop an inclusive, diverse, high performing, service-focused and team-oriented departmental culture.
- Establish and monitor annual performance objectives with Division Directors and establish annual objectives for the Department with the Mayor.
- Demonstrate commitment and leadership for the City's racial equity and social justice initiatives.
- Serve on the Mayor's Management Team and related interdepartmental committees. Serve as project manager for special projects at the direction of the Mayor.
- Consult with the City Attorney on legal matters.

1. Lead manager for City's mobility and transportation system planning for all transportation modes.

    - Lead manager for the City's cross agency Transportation team.
    - Lead preparation of the City's cross agency multi-year work plan for mobility and transportation planning.
    - Lead policy development and planning for a balanced transportation system.
    - Work closely with the Department of Planning and Community and Economic Development to coordinate transportation planning with land use planning and economic development.
    - Use and make recommendations to policymakers for improvements to existing plans to increase the use of sustainable forms of transportation, including walking, biking and transit use in the city and region.
    - Coordinate the development of a transportation system that is safe and efficient.
    - Work to eliminate disparities low-income people and people of color experience in transportation policies, programs and services.
    - Manage and recommend changes to City transportation policies and regulations.
    - Seek funding solutions and develop strategies for increased funding sources to support the City's and the region's transportation priorities. Make recommendations on state and federal legislation.

2. Lead manager for regional, state and federal transportation communication and planning including major state transportation studies.

    - Represent the City in contacts with the MPO, suburban communities, WisDOT, Dane County and others.
    - Develop strategies for increased funding sources to support City and regional transportation needs.
    - Coordinate transportation planning and promote positive relations with regional, state and federal transportation partners.

3. Advise and communicate with policymakers about policies, projects and results, and provide comprehensive information to the public.

    - Lead public decision processes in a manner that clearly presents and openly shares information about alternatives to enable officials to make informed decisions.
    - Use planning processes to share knowledge, identify and prioritize challenges and opportunities, and work towards and implement solutions.
    - Make recommendations on transportation studies, plans, and implementation.
    - Make recommendations regarding the Transportation Improvement Plan to the Transportation Commission.

4. Provide staff support for the Transportation Commission.

    - Serve as chief administrative officer the Transportation Commission.

- Provide the necessary administrative and staff support services to the Transportation Commission.

5. Oversee transportation planning studies, plans, projects and related teams.

   - Serve as project sponsor, project manager or team leader for transportation planning studies and plans.
   - Serve as project manager for multi-modal projects.
   - Ensure that the City's transportation planning studies and plans include early consideration of racial equity and transportation needs of different neighborhoods and populations across the City regardless of their ability to participate in the process.
   - Collect and use data to inform decision-making and to reduce costs where feasible.

6. Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems and racial equity and social justice.

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

8. The Department of Transportation Director's responsibilities include those in City of Madison Department of Transportation ordinance 3.14(2).

9. 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 have up to 18 months to establish residency in the City of Madison and shall continue to reside within the City of Madison for the remainder 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. The Director is eligible for up to $24,000 in reimbursement for relocation costs in accordance with Mayoral APMs.

III. COMPENSATION AND BENEFITS

A. The Director's salary shall be based on an annualized rate of $199,000 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 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. 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 June 17, 2025, and shall expire on June 16, 2030, unless terminated sooner as provided herein. All salary and benefit changes shall apply with the start date of July 21, 2025.

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

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

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 Transportation 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 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, presentations, 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. This shall not pertain to books, presentations or articles about transportation that are not pertinent to the City of Madison and are completed on personal time, in accordance with the Madison Ethics Code. Such books, articles, and presentations must receive pre-approval by the Mayor.

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 Transportation or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Director of Transportation or reorganizes the Department to the extent that the position of Director of Transportation 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	Michael Haas, City Clerk
Witness	Christof Spieler
APPROVED:	APPROVED AS TO FORM:
David P. Schmiedicke Finance Director	Michael Haas, City Attorney