EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
YANG TAO

This Agreement made this 30th day of October, 2018 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 “Engineer”).

WITNESSETH;

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

WHEREAS, Yang Tao represents that he possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the City Traffic Engineer, and

WHEREAS, Yang Tao has been duly selected and has been confirmed for appointment to the position of City Traffic Engineer by the Common Council of the City of Madison on October 30, 2018, and

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

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. CITY TRAFFIC ENGINEER HIRED

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

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CITY TRAFFIC ENGINEER

A. General Responsibilities:

The City of Madison’s City Traffic Engineer 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 66 permanent and 17 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 City Traffic Engineer'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 Engineer agrees to perform such functions and duties at a professional level of competence and efficiency. The Engineer 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 Engineer 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 Engineer'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 Engineer is not compensated for such activities. Nothing herein limits the Engineer 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 Engineer 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 Engineer 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 Engineer shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Engineer agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

A. The Engineer's salary shall be based on an annualized rate of $140,000 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 Engineer shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

B. The Engineer 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 Engineer 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 Engineer 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 Mayor. Except as otherwise provided, the Engineer shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Engineer's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the Engineer leaves employment with the City, but does not retire, the Engineer shall be entitled to payment for one-half (50%) of any unused sick leave to which the Engineer would otherwise be entitled.

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

4. The Engineer shall be reimbursed for relevant professional association and/or licensure dues.

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

6. The Engineer shall be eligible to be a CARS monitor in the City CARS program.

7. The Engineer shall be reimbursed for relocation expenses for the Engineer's relocation to the City of Madison in accordance with APM 2-1. The Engineer is responsible for obtaining two (2) bids for the move and submitting them to the City for authorization. Relocation

expenses include: Commercial carrier expenses, personal transportation expenses, temporary housing, and temporary storage of household items. The maximum reimbursement is $10,000.

If the Engineer resigns during the first twelve (12) months, the City shall be reimbursed for the relocation expenses; up to twenty-four (24) months, the Director shall repay 50% of said total relocation expenses.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

A. This Agreement shall take effect on October 7, 2018, and shall expire on October 6, 2023, unless terminated sooner as provided herein.

B. For a period of six (6) months from the effective date of this Agreement, the Engineer shall serve a probationary period. During the probationary period, the Engineer serves at the pleasure of the Mayor and may be removed at will by the Mayor. The Mayor will give the Engineer four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Engineer may only be removed as otherwise provided herein.

C. The Mayor, in his/her sole discretion, may offer renewal of this Agreement to the Engineer. The Mayor shall notify the Engineer of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Engineer 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 Engineer'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 his/her sole discretion, may elect not to offer renewal of this Agreement to the Engineer. In such event, the Mayor shall notify the Engineer 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 Engineer 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 Engineer is qualified.

E. In the event of non-renewal of this Agreement, under either Paragraphs C or D above, the Mayor may, in his/her 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 Engineer of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Engineer 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 Engineer's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

The Engineer 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 Engineer as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The Engineer 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 Engineer. The City retains the sole right to determine the organizational structure and overall functioning of the Traffic Engineering Division.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Engineer's duties or responsibilities change significantly. A "significant" change in the Engineer'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 Division 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 Engineer against and for any and all demands, claims, suits, actions and legal proceedings brought against him in his official capacity or personally for acts performed within the scope of his 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 Engineer shall file a Statement of Economic Interests with the City Clerk within 14 days of his 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 Engineer prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Engineer 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 Engineer shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

A. The Engineer may unilaterally terminate this Agreement during its term. If the Engineer unilaterally terminates this Agreement on less than ninety (90) calendar days' notice in writing to the Mayor, the Engineer shall forfeit all rights to recover the cash equivalent of accumulated sick leave, unused vacation leave, and all other future benefits. These forfeiture provisions shall not apply if the Engineer retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements). Upon expiration of this agreement or, if the Engineer unilaterally terminates this agreement on ninety (90) or more calendar days' notice in writing to the Mayor, the Engineer shall have rights to be

paid the cash equivalent of accumulated sick leave, unused vacation and all other future benefits accumulated at the time of the termination.

B. The Engineer'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 Engineer, the Engineer 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 Engineer or the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of City Traffic Engineer or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of City Traffic Engineer or reorganizes the Division to the extent that the position of City Traffic Engineer 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).

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Engineer 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	Paul R. Soglin, Mayor
Witness	Maribeth L. Witzel-Behl, City Clerk
Witness	Yang Tao, City Traffic Engineer
APPROVED:	APPROVED AS TO FORM:
David P. Schmiedicke Finance Director	Michael P. May, City Attorney