

CITY OF MADISON  
ETHICS BOARD

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KATHERINE M. HURTGEN,

Complainant,

v.

Ethics Board Matter #44164

GREGG McMANNERS,

Subject of Complaint.

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**PREHEARING BRIEF AND EXHIBIT LIST**

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Gregg McManners has moved to dismiss the Complaint, showing that the Ethics Board lacks jurisdiction over the allegations, and that -- in most cases -- the allegations are time-barred. Should the Ethics Board deny this motion, Mr. McManners provides the following response, with a list of exhibits for use at the hearing.

**I. THE COMPLAINT IS WITHOUT MERIT**

The Complaint is built on allegations that are incorrect, misguided and incomplete. It is entirely without merit. If this matter proceeds to hearing, Mr. McManners will present evidence to show that his actions were appropriate in every respect.

**A. Allegation 1 (Hiebing Group, Inc. Contract).**

The Complaint asserts an ethics violation related to the granting of an advertising contract in 2015 to the Hiebing Group, Inc. (Complaint, pp. 1-3.) This allegation is built upon an entirely faulty premise; namely, the claim that Mr. McManners failed to follow City purchasing rules. The evidence will show that Monona Terrace staff (including Ms. Hurtgen) worked with City Purchasing officials every step of the way on the Hiebing Group contract renewal. This renewal went through multiple layers of review and staff followed the advice that

was given. The contract renewal was reviewed and approved by City Purchasing Supervisor Kathy Schwenn; by the Common Council, with the resolution sponsored by Alder Mike Verveer; by City Finance Director David Schmiedicke and Risk Manager Eric Veum; and by Mayor Paul Soglin.<sup>1</sup>

The Hiebing Group has provided advertising services to Monona Terrace for many years. Ms. Hurtgen alleges that the contract has never been bid, but that is not correct. Notably, too, Ms. Hurtgen herself recommended approval of a sole source contract to the Hiebing Group in 2014. (McManners' Exhibit 3 (3/10/2014 email from Ms. Hurtgen attaching a blank Sole Source Form and stating: "I think we should do this for Hiebing asap.") She recommended in 2015 that Monona Terrace seek approval of a 2-3 year extension of this same contract from the Council. (McManners' Exhibit 4 (8/26/2015 email from Ms. Hurtgen discussing sole source renewal of the Hiebing Group contract, stating: "This is where we should go for at least 2-3 years this time.") Ms. Hurtgen helped Monona Terrace renew this contract in 2014 and 2015, expressing no concern; her complaint here is entirely after-the-fact and must be evaluated accordingly.

The complaint is invalid on the merits. The sole source contract for the Hiebing Group, Inc., was approved by the Common Council on November 3, 2015. The contract is justified by both Sec. 4.26(4)(a)2, MGO (where the services are available from only one firm) and Sec. 4.26(4)(a)7, MGO (where a consultant has provided services to the City on an ongoing basis so it would be more economical in terms of time and money to continue the contract). Ms. Hurtgen points out that the Council's resolution cites only Sec. 4.26(4)(a)2 (one firm available), and

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<sup>1</sup> The Ordinance provides that the City may enter into contracts without a competitive bidding process for the purchase of services if one of the stated criteria is "present as found by the Finance Director." See Sec. 4.26(4)(a), MGO. The fact the City Finance Director approved the Hiebing Group contract, therefore, also absolves Mr. McManners of any possible charge.

asserts there are other firms available for this work. This is her opinion, which has no weight-- the many parties reviewing and approving the contract disagreed. The fact the Council resolution listed only the "one person or firm" exception also appears to be a function of the Sole Source Form itself, which has a specific box for this exemption, and no specific box for the "more economical" exception. (See McManners Exhibits 3 & 4.)

The reality is that there are significant efficiencies to this contract, as Mr. McManners will testify. Ms. Hurtgen admitted this herself when she submitted and signed Monona Terrace's 2014 Sole Source Form, which stated:

Hiebing, Inc. is full-service advertising agency that has provided services to the City (Monona Terrace) on a similar basis in the recent past and it will be economical and effective for the City on the basis of time, money and quality of services to retain the same consultant.

Hiebing has worked on numerous projects for Monona Terrace since the "Monumental" campaign used to promote the grand opening of Monona Terrace in 1997.

Using Hiebing for the placement of digital and print advertising saves money two ways, rather than charging 10% of the cost of placing an ad as their commission fee (a common practice among ad agencies) Hiebing charges for this service at an hourly rate (an uncommon practice among ad agencies). Other ad agencies have a built in conflict because the cheaper they get the ads, the less their 10% commission will be based on the cost of the ad to the client. The second way is by a combination of expert media placement negotiating skills and leveraging purchasing power to get excellent pricing on advertising placements. This drives down [the] cost of advertising placements and saved Monona Terrace an estimated \$25,354 in 2013 alone.

Using Hiebing for other ad agency services saves money by saving time, and makes money by obtaining high quality marketing support for Monona Terrace. Hiebing has more than a 17 year history with Monona Terrace and a deep knowledge of our vision, mission, operation and goals. We don't have to spend time educating them on who we are, what we do, and why it matters.

(McManners Exhibit 4; *also* Ms. Hurtgen's Exhibit 2 (the Sole Source Form for 2015, which she now disputes, but which contains virtually the same language that was on the form she signed and submitted in 2014 to justify a sole source contract for Hiebing Group).)

The Hiebing Group contract is lawful under both Secs. 4.26(4)(a)2 and 7, MGO. With the Council's approval, this contract is also lawful under Sec. 4.26(4)(a)9, MGO ("[o]therwise authorized by law; rule, resolution, or regulation."). The Ethics Board has no basis to second guess the Common Council, find that the Hiebing Group contract was unlawful, or find that Mr. McManners' actions with respect to this matter were anything but wholly aboveboard.

**B. Allegations 2 and 4 (Studio Gear Contract, Tai Ping Carpet Contract).**

Allegations 2 and 4 assert that Mr. McManners violated the City's Affirmative Action ordinance, Sec. 39.02, MGO. (Complaint, pp. 3-5.) Ms. Hurtgen alleges that Mr. McManners consciously sought to circumvent the City's Affirmative Action rules, but the evidence readily disproves this.

***Studio Gear Contract.***

Contractors who do more than \$25,000 in business with the City in any year are required to submit an affirmative action plan. *See* Sec. 39.02, MGO. Ms. Hurtgen complains that Studio Gear, a contractor providing equipment for conventions at Monona Terrace, went over this limit by \$760, without providing a plan. This, she alleges, constitutes an ethics violation. (Complaint, p. 3-4.)

Studio Gear and other vendors provide services in connection with conventions held at Monona Terrace. Studio Gear would invoice Monona Terrace for the services it provided at a given convention. Monona Terrace, in turn, would bill the convention sponsor for these services, applying a small markup. Monona Terrace makes money off of these equipment rentals, with

the expense passed on to the private party; Monona Terrace pays the vendor, but it is fully reimbursed by the convention customer. These outside vendors are important because, quite often, equipment and services are required on short notice. Estimates are provided but sometimes extra services or equipment are added, and these estimates turn out to be inaccurate. That's what happened here. Studio Gear's invoice came in somewhat higher than its estimate. Monona Terrace paid the bill, but thereafter barred Studio Gear from all further contracts unless it met the City's Affirmative Action requirements.

***Tai Ping Carpet Contract.***

Ms. Hurtgen alleges that Mr. McManners "allowed Tai Ping Carpets Americas, Inc. to provide services for Monona Terrace without completing an affirmative action plan." (Complaint, p. 5.) This allegation is wholly groundless because Monona Terrace (and Mr. McManners) were not actively involved in purchasing this carpet. The City itself ran this purchasing process. Mr. McManners' (and Monona Terrace's) role was limited to providing specifications for the carpeting--color, pattern, quantity. Thereafter, City staff put together the bid documents, graded the bids received, negotiated the terms of the contract, and issued the purchase order. (McManners Exhibits 14-16.)

In relation to the 2012/2013 carpet purchase, Monona Terrace worked with City Purchasing officials and followed the rules. The carpet was installed and Tai Ping was paid in 2013. Ms. Hurtgen provides an email from August 2015, where an audit by the Department of Civil Rights found that Tai Ping had failed to provide an affirmative action plan.<sup>2</sup> When contacted, Tai Ping asserted that it told the City in October 2012 it did not intend to submit any such plan. This claim is self-serving hearsay, but even if credited, it provides no evidence that

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<sup>2</sup> The Department of Civil Rights (DCR) monitors contracts for compliance with the Affirmative Action Ordinance, Sec. 39.02, MGO. See Sec. 39.02(1), MGO; see also <https://www.cityofmadison.com/dcr/programsCCP.cfm> (description of the DCR's activities and responsibilities).

Mr. McManners had any involvement in the 2012 conversation. He had no significant involvement with the City-run purchasing process and had no contact with Tai Ping during this process; indeed, he was not even aware of the issue until it was disclosed by the DCR audit in 2015, well after the City had already paid Tai Ping for the carpet.<sup>3</sup>

Ms. Hurtgen also alleges, with no evidence whatsoever, that the Tai Ping Carpet contract violated RES-05-00361 against goods made under sweatshop conditions. That resolution, however, asked the Board of Estimates and city staff to evaluate purchasing and create an anti-sweatshop policy for the City Council. This resulted in ORD-05-00162, codified as Sec. 4.25, MGO, which applies to the procurement of apparel, not carpets. *See* Sec. 4.25(2)-(3)(a), MGO. Thus, no City anti-sweatshop codes could be violated by the purchase of carpet.

Even assuming there was an applicable law to be violated, Mr. McManners and Monona Terrace staff did not run the purchasing process for the Tai Ping carpet. The City ran this process. Ultimately, Ms. Hurtgen presents no evidence that Tai Ping carpets are made under sweatshop conditions, nor are we aware of any such evidence. Her allegation is simply reckless and unsupported speculation.<sup>4</sup>

### **C. Allegation 3 (Friends of Monona Terrace).**

Ms. Hurtgen alleges that “McManners instructed [her] to manage the checkbook and compile information for the tax returns for” the Monona Terrace “friends” group, Monona Terrace Community Partners, Inc. (hereafter “Friends of Monona Terrace” or “FOMT”). (Complaint, p. 4.) This, she alleges, violated Section 3.35(5)(c) of the MGO (“Outside Employment”), which reads:

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<sup>3</sup> Mr. Zeinemann also has no knowledge of any conversations regarding Tai Ping's affirmative action plan, and was not involved in the City's carpet purchasing process.

<sup>4</sup> Tai Ping is a respected, worldwide carpet company founded and headquartered in Hong Kong. It's one of a small number of carpet companies operating in the U.S. that serve the needs of convention centers.

No incumbent shall engage in or accept employment or render service whether compensated or uncompensated when such employment or service would impair or reasonably appear to impair her or his independence of judgment or action in the performance of official duties.

*(Id.)*

Here again the allegation is without merit. Notably, the Complaint fails to explain how the minimal assistance Ms. Hurtgen was asked to provide could “impair . . . her independence of judgment or action in the performance of official duties,” or indeed “impair” anyone’s independence of judgment or action. The rule, on its face, does not apply.

Additionally, there’s nothing sinister about Monona Terrace providing some small assistance to the Friends of Monona Terrace. Similar “Friends” groups provide assistance to the Madison Police Department, city schools, public parks, and other public entities. (McManners Exhibit 10.) The assistance that Monona Terrace has provided to its “Friends” group is not materially different from assistance that other city agencies provide to their similar groups. Notably, Monona Terrace does not control the money--it has no check signing authority over funds that belong to FOMT.

The suggestion that help to the Monona Terrace “Friends” is not permitted because it would constitute a special benefit to a private party is without basis. This “Friends” group is registered with the City as a non-profit entity “designed to raise funds and contribute to functions carried on by the City.” *See* Sec. 4.29, MGO (“Affiliated Organizations for the City of Madison”). The group has been inactive in recent years, but continues to provide annual support for Monona Terrace programming. (McManners Exhibit 11.) Sec. 4.29, recently enacted, recognizes that AO’s have unique status and a relationship to the units of government they support.

Mr. McManners sought and received legal advice regarding the specific activities that Ms. Hurtgen is complaining about. (McManners Exhibits 12 & 13.) He was specifically advised that it was permissible to keep the FOMT check book registry, make deposits for them, and make out checks (but not sign them). (*Id.*) He was specifically advised that Monona Terrace could provide FOMT with a year-end check balances for use in its tax preparation. (*Id.*) Ms. Hurtgen knows this. She was provided with emails containing this advice in 2012 and 2015, but makes no mention of this in her Complaint.<sup>5</sup> Mr. McManners followed the advice he received and is immune from sanction. *See* Wis. Stat. § 19.59(5) (“It is prima facie evidence of intent to comply with . . . any ordinance enacted under this section when a person refers a matter to . . . [an] attorney for a local governmental unit and abides by the advisory opinion, if the material facts are as stated in the opinion request.”),<sup>6</sup>

#### **D. Allegation 5 (Time Card Fraud)**

Finally, the Complaint alleges that Mr. McManners ignored allegations of time card irregularities. This claim is also without merit. First, it’s not at all clear what the underlying legal violation is supposed to be here, or if there even could be one. Ms. Hurtgen vaguely asserts that Mr. McManners violated “provisions of the Fair Labor Standards Act, as well as Wisconsin Wage Payment and Collection Law (Chapter 109, Wisconsin Statutes) in compensating employees.” (Complaint, p. 5.) But what provisions? How would time card policies violate such provisions?

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<sup>5</sup> The argument that this work isn’t in Ms. Hurtgen’s position description is without merit because the job description generally includes financial activities relating to Monona Terrace, and specifically includes “[o]ther duties as needed.” (McManners Exhibit 2.) The reality is that Ms. Hurtgen does not *want* to provide this small assistance to the Friends group, not that there is anything impermissible about her, or any public employee, doing this.

<sup>6</sup> Ms. Hurtgen’s version of events here is highly misleading. She says she contacted the City Attorney’s office for advice (Complaint, p. 4), but fails to mention that the City Attorney’s office had already given legal advice twice on this very same issue. The fact Ms. Hurtgen did not like those opinions does not justify her asking a third time, and imposing further legal costs on the City, in the hopes of a different result. (Ms. Hurtgen’s Exhibit 9.)



The Complaint is factually groundless. Ms. Hurtgen complains that Mr. McManners did not institute the time card policy she preferred, but that's hardly a legal requirement. She apparently believes Mr. McManners did not act quickly enough, but again that's simply her opinion and it's entitled to no weight. Mr. McManners can testify about the time card reforms that have been implemented at Monona Terrace, which fully address the issues Ms. Hurtgen raised.

Jeff Griffith, the Facilities Director, retired effective October 20, 2014. Mr. McManners went to work, immediately and methodically, to resolve various issues that had arisen with respect to the maintenance staff, including issues relating to time cards and work hours. (McManners Exhibits 17-20.) He worked with William Zeinemann, Mike Waters, interim Facilities Director, and with representatives of the City's Labor Relations and Human Resources Departments. These efforts took some time, in part because the maintenance staff is unionized and in part because Mr. Waters was in an interim position. By mid-February 2015, however, all of the maintenance employees had signed the Monona Terrace Timekeeping Policy, which required them to clock in and out. (McManners Exhibit 19.) Mr. Waters was selected as the permanent Facilities Director, starting March 29, 2015. Within days, formal work rules were announced -- with Mr. McManners' active involvement -- that resolved all remaining issues. (McManners Exhibit 20.)

## II. EXHIBIT LIST [EXHIBITS ATTACHED]

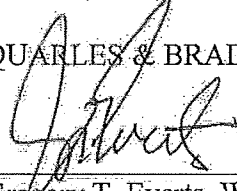
1. Monona Terrace Org Chart.
2. City of Madison Position Description/Associate Director of Finance and Operations.
3. 3/10/2014 e-mail from K. Hurtgen to G. McManners (copy to W. Zeinemann) attaching proposed Sole Source/Sole Brand Justification Form.

4. 3/25/2014 e-mail from K. Hurtgen to G. McManners and W. Zeinemann attaching completed Sole Source/Sole Brand Justification Form for Hiebing Inc., signed by K. Hurtgen.
5. Chain of emails from August 2015 relating to Hiebing Group contract.
6. Chain of emails from September 2015 relating to Hiebing Group contract.
7. 3/7/2014 G. McManners' Calendar (purchasing discussion with K. Hurtgen); follow-on email dated 3/10/2014.
8. 2/17/2015 G. McManners' Calendar (discussion of Studio Gear); related calendar invite from K. Hurtgen.
9. 3/31/2015 e-mail from K. Hurtgen (Studio Gear placed on list of prohibited vendors).
10. Affiliated Organization Registrations--for Monona Terrace Community Programs, Inc. and other AOs.
11. Invoices showing Monona Terrace Community Programs, Inc., support for Monona Terrace, 2014-2016.
12. Chain of emails from 2012 re. "Friends Groups" (legal advice from City Attorney Michael May).
13. Chain of emails from 2013 and 2015 re. "Friends Questions" (legal advice from City Attorney Michael May).
14. Email from K. Schenn, confirming that Tai Ping Carpets purchase order was issued 12/4/2012.
15. 11/6/2013 Invoice from Tai Ping Carpets.
16. Printout showing payment to Tai Ping Carpets made 12/30/2013.
17. 10/22/2014 G. McManners Calendar (appointments re. maintenance).
18. 10/29/2014 email from G. McManners to M. Waters (cc to W. Zeinemann, K. Hurtgen) re. conversation with Labor Relations about flex schedule for maintenance.
19. 12/22/2014 email re. Monona Terrace Timekeeping Policy (policy attached).
20. 4/1 & 4/2/2015 emails setting clear work rules for maintenance staff.

21. 9/9/2016 Memorandum from City Attorney Michael May to Mayor Paul Soglin  
(Report on Preliminary Investigation into Allegations at Monona Terrace).

Respectfully submitted this 19th day of September, 2016.

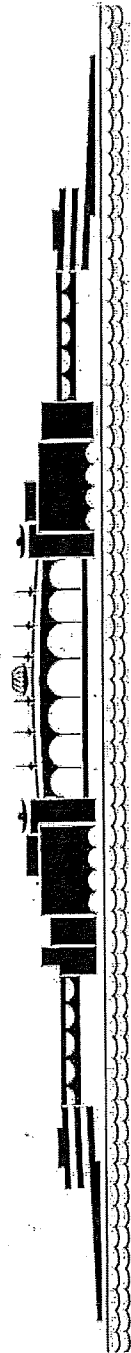
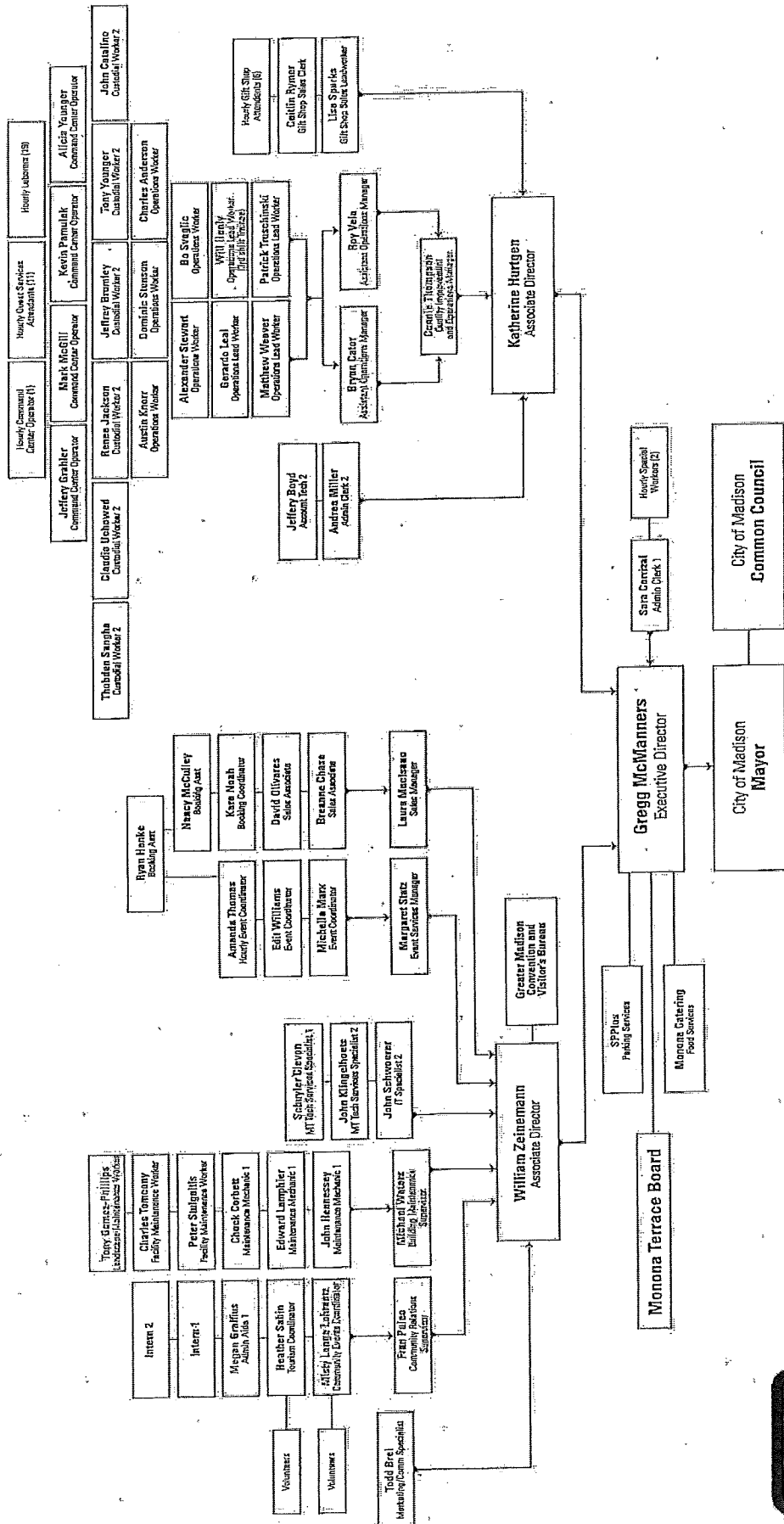
QUARLES & BRADY LLP



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Gregory T. Everts, Wis. Bar No. 1001636  
33 East Main Street, Suite 900  
Madison, WI 53703  
(608) 283-2460  
[gregory.everts@quarles.com](mailto:gregory.everts@quarles.com)

*Attorneys for Gregg McManners*



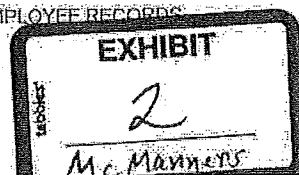
## CITY OF MADISON POSITION DESCRIPTION

1. Name of Employee (or "vacant"):  
Kathi Hurtgen  
Work Phone: 261-4033
2. Class Title (i.e. payroll title):  
Associate Director of Finance and Operations
3. Working Title (if any):  
Associate Director
4. Name & Class of First-Line Supervisor:  
Gregg McManners,  
Work Phone: 261-4020
5. Department, Division & Section:  
Monona Terrace
6. Work Address:  
One John Nolen Dr
7. Hours/Week: 38.75  
Start time: 08:00am    End time: 04:30pm
8. Date of hire in this position:  
12/13/2010
9. From approximately what date has employee performed the work currently assigned:  
12/13/2010

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10. Position Summary:

This position is responsible for administrative, supervisory, professional business management, information systems and fiscal work as well as supervision of the Operations division for Monona Terrace. The work involves supervising the staff in the Business Office, the Gift Shop Manager, and the managers and staff in the Quality Improvement and Operations division of Monona Terrace. The Business Office management function includes managing, software administration, technical support, and developing the entire staff's knowledge and use of the internal ERP software called Ungerboeck (USI) at Monona Terrace. In addition, software administrator the timekeeping software (KRONOS), and generate and approve hiring activity via Human Resources software. Maintain and monitor compliance regarding purchasing function at Monona Terrace. Apply and instruct staff as to ordinance and APM requirements for purchasing goods and services. Function and participate in the overall management of Monona Terrace as a senior manager. The work is characterized by the use of independent judgment in the application of accounting and fiscal management procedures and principles in a business and governmental setting and the performance of other related business management functions. The supervision of the Operations division includes managing staffing, budgeting, strategic planning, and the



organizational effectiveness and quality assurance functions of Monona Terrace. Under the general supervision of the Executive Director of Monona Terrace, this position requires considerable professional expertise, initiative and discretion in meeting objectives.

11. Functions and Worker Activities: (Do NOT include duties done on an "Out-of-Class" basis.)

- 18% A. Provide leadership and supervise the activities and staff of the Business Office, Information systems at Monona Terrace, Gift Shop, and the Operations division of Monona Terrace.
1. Hire, train, schedule, supervise and evaluate and discipline subordinate staff.
  2. Manage creation and submission of capital and operating budgets for 8 divisions within Monona Terrace in MUNIS.
  3. Act as senior leader to, develop, upgrade, innovate, provide technical support to users and City IT, and monitor the critical information systems (USI, KRONOS) used in operations for Monona Terrace. Serve as administrator and editor for Monona Terrace SharePoint site used for staff communication.
  4. Maintain fiscal records required by internal and external customers of Monona Terrace.
  5. Work with the Gift Shop Manager to maintain the point-of-sale system and provide IT support for report writing and inventory control.
- 10% B. Direct and participate in the financial reporting at Monona Terrace for the Director and the Monona Terrace Board of Directors.
1. Oversee the daily billing of 600+ events annually and the GL, payroll, AR and HR management functions within the Business office
  2. Prepare and submit oral and written fiscal reports.
  3. Prepare audit reports and documents for the annual audit.
  4. Develop and improve existing accounting software (USI) and Internal fiscal control systems.
  5. Work with the City of Madison Finance Office on appropriate changes to fiscal practice and policies and budget submission requirements.
  6. Educate staff and require financial transactions be carried out in accordance with City policies, ordinances, and APM's for Human Resources, Purchasing, Affirmative Action, Payroll, and the Department of Civil Rights.
- 10% C. Manage the Quality and Performance Improvement function at Monona Terrace:
1. Supervise the Director of Quality Improvement and Operations
  2. Coordinate all quality improvement initiatives and the data collection required
  3. Coordinate and manage all application processes for Quality awards both on the state and national level.
  4. Coordinate and facilitate site visits required for applications for awards
  5. Continue to develop and implement quality performance management plans and train MT staff to measure improvement associated with such plans
- 25% D. Serve as an active participant in the Senior Management Team of Monona Terrace.
1. Provide leadership in the overall operation of Monona Terrace.
  2. Supervise 45+ part-time and full-time staff positions.
  3. Develop and facilitate the strategic planning process and the development of long and short-term goals and strategies at Monona Terrace.
  4. Participate and oversee the duties and work of the quality improvement and performance management function at Monona Terrace.
  5. Attend meetings of Boards, Committees, Commissions, staff or community groups on a regular basis as a representative of Monona Terrace.
- 15% E. Serve as Senior System Administrator for the Ungerboeck (USI) software and KRONOS Timekeeping software, act as key contact at Monona Terrace for the City's ERP system.
1. Organize and implement system upgrades for USI/KRONOS systems
  2. Train and inform staff of any changes to operation of the USI/KRONOS systems
  3. Serve as liaison to the City IT staff supporting the server architecture of USI

4. Develop software and implement new technology to facilitate efficient use of resources
  5. Maintain web applications including SharePoint and those in use with USI system
  6. Serve as power user for Monona Terrace on City's ERP system, attend training and educate Monona Terrace Staff on the ERP system.
  7. Develop and write SQL scripts for automated interfaces to perform database transactions that push data to City SharePoint site and corporate website for Monona Terrace.
  8. Serve as Crystal Reports database reporting writing expert in USI and KRONOS for Monona Terrace.
- 10% F. Facilitate and create both operating and capital budget for submission to the City.
1. Facilitate, organize, communicate, and prepare automated tool to collect operating and capital budget from MT managers.
  2. Prepare operating and capital budget and enter budget into MUNIS for Monona Terrace Board, City Finance Department, and Mayor's Office
  3. Facilitate the creation of the operating and capital budget by organizing disbursement of internal information and meetings to finalize both budgets.
  4. Monitor MT spending levels to within operating and capital budget spending limits.
  5. Attend annual budget meetings held by the City Council and the Mayor's Office.
- 5% G. Serve as the personnel administrator for Monona Terrace.
1. Facilitate and approve hiring requisitions, facilitate interviews, and provide training.
  2. Oversee payroll completion and authorize release of funds biweekly.
  3. Serve as primary liaison to other agencies including HR, DCR, RESJI
  4. Participate in complaint and grievance resolution process at MT
  5. Serve as a resource in the analysis and preparation of reports for City Human Resources, DCR, RESJI.
- 5% H. Supervise the Gift Shop Retail Operations.
1. Supervise the manager of the gift shop retail store at Monona Terrace
  2. Supervise and facilitate the sales and marketing plan in the gift shop
  3. Oversee the information technology (point of sale) system in place in the gift shop
  4. Oversee the financial reporting and inventory management in the gift shop
- 2% I. Other duties as needed.

12. Primary knowledge, skills and abilities required:

Thorough knowledge of business and municipal accounting, financial and internal control practices and procedures and the ability to apply them to a variety of situations. Knowledge of cost accounting practices and procedures. Knowledge of retail sales techniques and practices. Knowledge of office practices and the importance of client based customer service. Ability to think and act entrepreneurially. Ability to gather and analyze data and conduct audits. Ability to create a business plan and financial projections. Ability to financially analyze and develop revenue generating products and services. Ability to draft product or service specifications and recommend cost-effective purchasing agreements. Ability to do cost-benefit analysis. Ability to understand and communicate procurement related policies and procedures to vendors and staff. Ability to create clear, concise and accurate documents. Ability to develop and maintain quality working relationships with staff, vendors, clients and other City staff. Ability to make and verify mathematical calculations, and maintain accounting and other types of financial records. Ability to perform work independently, perform multiple, unrelated duties, and organize work effectively and efficiently. Ability to understand, carry out, issue oral and written instructions. Ability to supervise and direct the activities of subordinate staff. Ability to operate a computer utilizing Word, Excel, database, the internet/web, timekeeping, and accounting software. Knowledge of information technology principles including database design, SQL database servers, web applications, SQL-based reporting, Crystal Reports and client-server system architecture. Ability to troubleshoot SQL based software systems including the point-of-sale (POS) systems. Provide report writing function and technical support for both the USI, KRONOS, and MUNIS system and the POS system in the gift shop. Knowledge of

quality assurance and process improvement principles. Knowledge of existing quality awards including Baldrige, and application processes for such awards. Ability to manage staff at multiple levels within a complex organization.

Five years of professional accounting, information systems, auditing, or other fiscal functions in a business setting, including at least one year of supervisory or lead work responsibilities and/or retail business management experience. Such experience would normally be obtained after graduation from an accredited college or university with a Bachelor's degree in Accounting or a degree in a related program which included completion of significant Accounting coursework. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.

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13. Special tools and equipment required:

14. Required licenses and/or registration:

15. Physical requirements:

16. Supervision received (level and type):

General Supervision from the Executive Director.

17. Leadership Responsibilities:

This position:  is responsible for supervisory activities (Supervisory Analysis Form attached).  
 has no leadership responsibility.  
 provides general leadership (please provide detail under Function Statement).

18. Employee Acknowledgment:

I prepared this form and believe that it accurately describes my position.  
 I have been provided with this description of my assignment by my supervisor.  
 Other comments (see attached).

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EMPLOYEE

DATE



19. Supervisor Statement:

- I have prepared this form and believe that it accurately describes this position.
- I have reviewed this form, as prepared by the employee, and believe that it accurately describes this position.
- I have reviewed this form, as prepared by the employee, and find that it differs from my assessment of the position. I have discussed these concerns with the employee and provided them with my written comments (which are attached).
- I do not believe that the document should be used as the official description of this position (i.e., for purposes of official decisions).
- Other comments (see attached).

\_\_\_\_\_  
SUPERVISOR

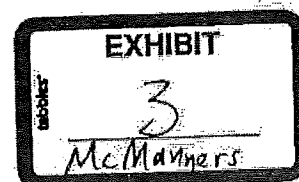
\_\_\_\_\_  
DATE

Note: Instructions and additional forms are available from the Human Resources Dept., Room 501, City-County Bldg. or by calling 266-4615.

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**From:** Hurtgen, Katherine  
**Sent:** Monday, March 10, 2014 10:09 AM  
**To:** McManners, Gregg  
**Cc:** Zeinemann, Bill  
**Subject:** SoleSourceForm.doc  
**Attachments:** SoleSourceForm.doc

I think we should do this for Hiebing asap.





Office of the Comptroller  
**PURCHASING SERVICES**

210 Martin Luther King, Jr., Blvd. Room 513  
 Tel: 608 266 4521; Fax: 608 266 5948  
 www.ci.madison.wi.us/purch.html

**SOLE SOURCE / SOLE BRAND JUSTIFICATION FORM**

REQUISITION NO.:	DATE:
REQUESTOR NAME:	TEL. & FAX #:
SIGNATURE:	

Supply sufficient detail to justify the use of a waiver instead of competitive bidding. Purchasing Services will determine the appropriateness of waiving the bid process on a case by case basis.

This is a request for: (Check one)  SOLE SOURCE Vendor Name: \_\_\_\_\_  
 SOLE BRAND Product Mfg/Model: \_\_\_\_\_

**REASON FOR REQUEST**

Check all applicable items and **provide detailed explanation** below. Attach additional information as needed.

**SOLE SOURCE - UNAVAILABLE FROM ANY OTHER SOURCE.** Item is one-of-a-kind and is not sold through distributors, manufacturer is sole distributor. (Explain unique performance features of the product or brand requested that are not available in any other product or brand. For services, detail the unique qualifications this vendor possesses. Identify specific, measurable factors and qualifications.)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SOLE BRAND.** Various vendors can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Other manufacturers of this type of product do not meet our minimum requirements. List other brands that were evaluated, rejected and the reason why? A minimum of three products must be surveyed and noted below.  
 Manuf/Model: \_\_\_\_\_  
 Reason: \_\_\_\_\_  
 Manuf/Model: \_\_\_\_\_  
 Reason: \_\_\_\_\_  
 Manuf/Model: \_\_\_\_\_  
 Reason: \_\_\_\_\_

**ITEM MUST MATCH EXISTING EQUIPMENT because:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**OTHER REASONS:**  
 \_\_\_\_\_  
 \_\_\_\_\_



Sole Source Form  
Page 2 of 2

## PURCHASING SERVICES RECOMMENDATION

A copy of this form, signed by Purchasing Services, will be returned to Requestor.

### APPROVED:

- Sole source justification is adequate and purchase to be authorized without competitive bidding.
- Sole brand justification is adequate and competitive bids will be solicited for the requested brand only.

### DISAPPROVED:

- Justification is inadequate and requisition is returned to requestor.  
REASON:
  - Information provided does not meet State criteria and may not withstand an audit or vendor protest
  - Insufficient documentation to support review of comparable / equal equipment.
  - Other:

- Justification is inadequate and additional quotations will be solicited or RFP/ITB will be issued.

**PURCHASING SUPERVISOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

**From:** Hurtgen, Katherine  
**Sent:** Tuesday, March 25, 2014 10:34 AM  
**To:** McManners, Gregg; Zeinemann, Bill  
**Subject:** FW: Hiebing Req 97137539  
**Attachments:** 20140325084235382.pdf

Forgot to cc you.

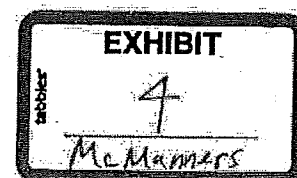
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**From:** Hurtgen, Katherine  
**Sent:** Tuesday, March 25, 2014 10:33 AM  
**To:** McDermott, Patti  
**Subject:** Hiebing Req 97137539

Please let me know what further documentation I need to send. Do I need to submit resolution language to Deb Simon or to you?

Kathi Hurtgen  
Associate Director  
Monona Terrace Community and Convention Center  
A public place by Frank Lloyd Wright  
Where business and inspiration meet

One John Nolen Drive  
Madison, WI 53703  
Ph: 608-261-4033  
Fax: 608-261-4050  
[www.mononaterrace.com](http://www.mononaterrace.com)  
[khurtgen@mononaterrace.com](mailto:khurtgen@mononaterrace.com)





Office of the Comptroller  
**PURCHASING SERVICES**

210 Martin Luther King, Jr., Blvd. Room 513  
Tel: 608 266 4521; Fax: 608 266 5948  
www.cl.madison.wi.us/purch.html

### SOLE SOURCE / SOLE BRAND JUSTIFICATION FORM

REQUISITION NO.:	97137539	DATE:	3/14/14
REQUESTOR NAME:	Bill Zeinemann	TEL. & FAX #:	608/261-4010/261-4050
SIGNATURE:	<i>Kathi Hunsger</i>		

Supply sufficient detail to justify the use of a waiver instead of competitive bidding. Purchasing Services will determine the appropriateness of waiving the bid process on a case by case basis.

This is a request for: (Check one)  SOLE SOURCE Vendor Name: Hiebing Inc.  
 SOLE BRAND Product Mfg/Model: \_\_\_\_\_

#### REASON FOR REQUEST

Check all applicable items and **provide detailed explanation** below. Attach additional information as needed.

**SOLE SOURCE - UNAVAILABLE FROM ANY OTHER SOURCE.** Item is one-of-a-kind and is not sold through distributors, manufacturer is sole distributor. (Explain unique performance features of the product or brand requested that are not available in any other product or brand. For services, detail the unique qualifications this vendor possesses. Identify specific, measurable factors and qualifications.)  
See attached.

**SOLE BRAND.** Various vendors can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Other manufacturers of this type of product do not meet our minimum requirements. List other brands that were evaluated, rejected and the reason why? A minimum of three products must be surveyed and noted below.

Manuf/Model: \_\_\_\_\_

Reason: \_\_\_\_\_

Manuf/Model: \_\_\_\_\_

Reason: \_\_\_\_\_

Manuf/Model: \_\_\_\_\_

Reason: \_\_\_\_\_

**ITEM MUST MATCH EXISTING EQUIPMENT because:**  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER REASONS:**  
\_\_\_\_\_  
\_\_\_\_\_



Madison

Office of the Comptroller  
**PURCHASING SERVICES**

210 Martin Luther King, Jr., Blvd. Room 513  
Tel: 608 266 4521; Fax: 608 266 5948  
[www.ci.madison.wi.us/purch.html](http://www.ci.madison.wi.us/purch.html)

Sole Source Form  
Page 2 of 2

## PURCHASING SERVICES RECOMMENDATION

A copy of this form, signed by Purchasing Services, will be returned to Requestor.

### APPROVED:

- Sole source justification is adequate and purchase to be authorized without competitive bidding.
- Sole brand justification is adequate and competitive bids will be solicited for the requested brand only.

### DISAPPROVED:

- Justification is inadequate and requisition is returned to requestor.  
REASON:  Information provided does not meet State criteria and may not withstand an audit or vendor protest  
 Insufficient documentation to support review of comparable / equal equipment.  
 Other:
- Justification is inadequate and additional quotations will be solicited or RFP/ITB will be issued.

**PURCHASING SUPERVISOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Hiebing, Inc. is full-service advertising agency that has provided services to the City (Monona Terrace) on a similar basis in the recent past and it will be economical and effective for the City on the basis of time, money and quality of services to retain the same consultant.

Hiebing has worked on numerous projects for Monona Terrace since the "Monumental" campaign used to promote the grand opening of Monona Terrace in 1997.

Using Hiebing for the placement of digital and print advertising saves money two ways, rather than charging 10% of the cost of placing an ad as their commission fee (a common practice among ad agencies) Hiebing charges for this service at an hourly rate (an uncommon practice among ad agencies). Other ad agencies have a built in conflict because the cheaper they get the ads, the less their 10% commission will be based on the cost of the ad to the client. The second way is by a combination of expert media placement negotiating skills and leveraging purchasing power to get excellent pricing on advertising placements. This drives down to cost of advertising placements and saved Monona Terrace an estimated \$25,354 in 2013 alone.

Using Hiebing for other ad agency services saves money by saving time, and makes money by obtaining high quality marketing support for Monona Terrace. Hiebing has more than a 17 year history with Monona Terrace and a deep knowledge of our vision, mission, operation and goals. We don't have to spend time educating them on who we are, what we do, and why it matters. High quality marketing support makes money by attracting more customers. Hiebing often provides advice and feedback on a pro-bono basis because of the long standing business relationship.



---

**From:** Hurtgen, Katherine  
**Sent:** Friday, August 28, 2015 2:36 PM  
**To:** Zeinemann, William  
**Subject:** RE: Hiebing Group

This slipped by in the blur of this week. If you need Jeff to put your info in the sole source doc, feel free to grab him next week. The req number we can leave blank for now until Jeff actually enters the info in MUNIS. We will fill that in.

---

**From:** Zeinemann, William  
**Sent:** Wednesday, August 26, 2015 4:19 PM  
**To:** Hurtgen, Katherine  
**Cc:** McManners, Gregg  
**Subject:** RE: Hiebing Group

Okay. I have all of the information pulled together. Kathi, I could use your help with the Sole Source document (it asks for a Requisition Number). We didn't have to do this in Munis last year. Please let me know when you have a moment to discuss.

Here is what I have:

Text for sole source justification form.

Copy of 2014 Council Resolution.

Copy of 2014 Purchase of Service Agreement that I have updated using the most current City POS form, and using the proper corporate name for Hiebing (The Hiebing Group, Inc.). I made for three years, 2015, 2016 and 2017. Let's do \$100,000 per year with the understanding it is unlikely we would need/want to spend that much with Hiebing per year (but if we are going to go through this Council process we may as well do a good dollar amount so we don't have to try and go back for more later if we want Hiebing to do a sizeable project).

Once I know that Kathy Schwenn has signed off on the Sole Source Justification, I will ask Mike Verveer to sponsor the updated Resolution.

Thanks - Bill

---

**From:** Hurtgen, Katherine  
**Sent:** Wednesday, August 26, 2015 1:14 PM  
**To:** Zeinemann, William  
**Cc:** McManners, Gregg  
**Subject:** FW: Hiebing Group

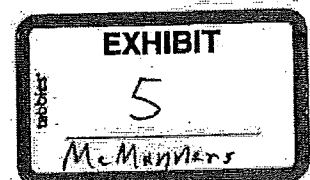
FYI-

Sounds like you need to re-up the sole source for Hiebing. That means council approval again. This is where we should go for at least 2-3 years this time. (one being this year of course)

Kathi

---

**From:** Schwenn, Kathryn  
**Sent:** Wednesday, August 26, 2015 1:12 PM  
**To:** Hurtgen, Katherine  
**Subject:** Hiebing Group



Hi Kathi,

I am finally looking at this. I am not sure what exactly you need from me on this but in my digging it looks like MT has 6 PO's with this company for a total of \$12,687.49. You also have a req. for an additional \$2,371.01.

The attachments to the req's appear to show that this is a service. If that is true, you are spending more than \$5,000 with them this year so unless all of these services are completely unrelated, we will need a POS contract with this vendor.

I don't think this vendor was chosen in a competitive manner. If that is the case, we need to determine how much you think you will spend annually on this. If it is over \$25,000, you will need council approval for the sole source. If it is under \$25,000 and you can convince me that this is the only company that you could use for this, I can sign a sole source and the contract.

How would you like to proceed with this vendor?

Kathy

Kathy Schwenn, CPA

Accountant 3

City of Madison Finance Department

Phone - (608) 266-4026

Email - [kschwenn@cityofmadison.com](mailto:kschwenn@cityofmadison.com)

---

**From:** Brist, Steven  
**Sent:** Monday, September 14, 2015 10:24 AM  
**To:** Zeinemann, William  
**Subject:** RE: Hiebing Group

I see no problems with making it a one year with renewable additional years and we obviously have no problem with doing a council resolution, I would have thought that under the contracting powers granted under Sec. 33.21 MGO, that the contract would be signed by the Board "Chair and the Director", as indicated by Sec. 33.21(11). Do we have any examples where MT leadership has been authorized to renew contracts under authority from the Common Council?

Steven C. Brist

Assistant City Attorney

City of Madison-- Office of the City Attorney 210 Martin Luther King Jr. Blvd. Room 401  
Madison, WI 53703 telephone 608-266-4511 fax. 608-267-8715

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---

**From:** Zeinemann, William  
**Sent:** Friday, September 11, 2015 1:48 PM  
**To:** Brist, Steven  
**Subject:** FW: Hiebing Group

Steve -- Here is some information from Kathy Schwenn about the Hiebing resolution to put into the mix. And the information creates some questions for me.

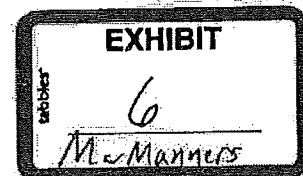
So would you suggest we do a one year agreement (for 2015), with three one-year renewals (for 2016, 2017, 2018) that Kathy can sign each time (Finance Director's designee), or would this be a case where Gregg and our Monona Terrace Board Chair could sign the renewals rather than the Finance Director (or his designee)?

With regard to the renewals, is it the case that we can't do four years at once with no renewal? Or two years, with a two year renewal? Rather than one year, with three one year renewals?

Thanks - Bill

---

**From:** Schwenn, Kathryn  
**Sent:** Thursday, September 10, 2015 2:48 PM



**To:** Zeinemann, William  
**Subject:** RE: Hiebing Group

Hi Bill,

Yes, it makes sense to ask for a multi-year contract. Going to council is very time intensive and you don't want to do that more than necessary.

If it is for more than one year and the average is more than \$50,000, it will need to be routed and signed by the mayor, clerk, etc. But if you write in that you want two or three 1 year renewal options, you can specify that the finance director or his designee (me ☺) can sign the renewal options and then those don't have to be routed like the original one will be. I am not sure about asking for Gregg to sign. I have seen it done before so you could try. I don't know if it will cause you any problems. If you have a common council specialist or alder you could ask, that might prove helpful. If you would like to see some sole source resolution examples and signing wording examples, let me know. I would be happy to forward those to you.

Kathy

---

**From:** Zeinemann, William  
**Sent:** Thursday, September 10, 2015 12:17 PM  
**To:** Schwenn, Kathryn  
**Subject:** RE: Hiebing Group

Hi Kathy,

I do have a few follow-up questions. I was intending to ask for multiple years this time around. Does that make sense to you? In terms of who can sign, would you please tell me more about that? Do you mean have the resolution say Gregg and our Board Chair can sign the contract, or you, or somebody else?

Thanks - Bill

Bill Zeinemann  
Associate Director  
Marketing and Event Services  
Monona Terrace Community & Convention Center  
A public place by Frank Lloyd Wright  
Where business and inspiration meet

One John Nolen Drive  
Madison, WI 53703  
608-261-4010  
608-261-4049 (fax)  
[wzeinemann@mononaterrace.com](mailto:wzeinemann@mononaterrace.com)  
[www.mononaterrace.com](http://www.mononaterrace.com)



---

**From:** Schwenn, Kathryn  
**Sent:** Wednesday, September 09, 2015 2:02 PM  
**To:** Zeinemann, William  
**Subject:** Hiebing Group

Hi Bill,

I received your voicemail about the Hiebing Group sole source. I see that it is attached to the requisition, #15004034. This sole source does not actually need to be filled out since the cost is over \$25,000 I cannot approve the sole source and it needs to go to council to be approved. I believe you are already working on the resolution for this. Once council approves it, please just attach the council resolution and we will approve the req. and create the PO for you. We will need a POS contract before I can approve the req.

You might want to consider how long you ask council for the contract to be and who can sign.

Let me know if you have any questions.

Kathy

Kathy Schwenn, CPA

Accountant 3

City of Madison Finance Department

Phone - (608) 266-4026

Email - [kschwenn@cityofmadison.com](mailto:kschwenn@cityofmadison.com)

# March 07, 2014

Friday

March 2014

Su	Mo	Tu	We	Th	Fr	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Friday	
7 am	
8:00	
9:00	Quality Gregg's Office Thompson, Connie
10:00	
11:00	Purchasing discussion Monona Terrace - 3rd floor conf room Hurtgen, Katherine
12 pm	
1:00	
2:00	
3:00	
4:00	
5:00	
6:00	

Daily Task List
Arranged By: Due Date

Notes
<div data-bbox="1177 1743 1485 1932" data-label="Image"> </div>

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**From:** Hurtgen, Katherine  
**Sent:** Monday, March 10, 2014 4:20 PM  
**To:** McManners, Gregg; Zeinemann, Bill  
**Subject:** RE: Checks and Balances

As a lead-in to our discussion...

Bill or I or you have approval of PO Requisition rights in SXD.

Jeff G., Connie, Jeff B., Nancy are the only ones who enter requisitions.

LPO's need a signature on them...Mine, yours, Bill's.

Jeff Boyd receipts items for Griff. Connie receipts her own PO's.

**From:** McManners, Gregg  
**Sent:** Monday, March 10, 2014 8:41 AM  
**To:** Hurtgen, Katherine  
**Cc:** Zeinemann, Bill  
**Subject:** Checks and Balances

I have been thinking about our meeting on Friday.

I want to make sure we are complying with city purchasing procedures and I want to make sure there are the appropriate checks and balances in place. Could you be prepared to discuss this with Bill and I tomorrow in regards to what needs we have to insure proper oversight for following procedures.

Thanks  
Gregg

# February 17, 2015

Tuesday

**February 2015**  
 Su Mo Tu We Th Fr Sa  
 1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28

**March 2015**  
 Su Mo Tu We Th Fr Sa  
 1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30 31

17 Tuesday	
7 am	
8 00	
9 00	Mayor's Management Team Meeting Mayor Conference Room Sundal, Monica
10 00	
11 00	Call Studio Gear; Gregg's office; Hurtgen, Katherine
12 pm	
1 00	Senior Manager Meeting Gregg's Office McManners, Gregg
2 00	
3 00	
4 00	
5 00	
6 00	

Daily Task List  
 Arranged By: Due Date

Notes





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**Subject:** Call Studio Gear  
**Location:** Gregg's office

**Start:** Tue 2/17/2015 11:00 AM  
**End:** Tue 2/17/2015 11:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Hurtgen, Katherine  
**Required Attendees:** McManners, Gregg





# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com • 608-266-4601

**Affiliated Organization**

Organization Name Monona Terrace Community Programs Inc.

Street Address 1 John Nolen Drive

City, State, Zip Madison, WI 53703

**Contact Information**

Contact Person Ann Kovich

E-mail Address ann.kovich@bmo.com

Phone Number 608 252-5855

**Affiliation with the City**

City Agency with which you are affiliated Monona Terrace

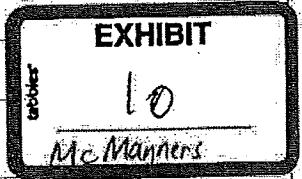
Purpose of Funding Community Program Support

City Staff Involved with this organization Community Relations Department, Finance Department

Organization Contact Person: Fran Puleo

**Officers – List members of the organization's Board of Directors, employees, and officers**

Name	Position
<u>Ann Kovich</u>	<u>President</u>
<u>Michael S. Green</u>	<u>Treasurer</u>



**Attestation and Signature**

The statements made in this registration are true and correct to the best of my knowledge.

Signature [Signature] Date 11-28-16



# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com • 608-266-4601

**Affiliated Organization**

Organization Name Friends of Sequoia Branch Library, Inc.

Street Address 510 Hilltop Dr.

City, State, Zip Madison, WI 53711

**Contact Information**

Contact Person Nadine Pfotenbauer

E-mail Address pfathome@gmail.com

Phone Number 608-271-0808 or 608-6926179

RECEIVED

AUG 15 2016

MADISON CITY CLERK

**Affiliation with the City**

City Agency with which you are affiliated Madison Public Library

Purpose of Funding Support MPL Sequoia Branch to enhance library collection, provide family programs, buy furnishing & provide needs of the patrons

City Staff Involved with this organization Marc Cartler

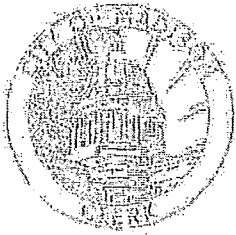
**Officers – List members of the organization's Board of Directors, employees, and officers**

Name	Position
<u>Nadine Pfotenbauer</u>	<u>president / treasurer</u>
<u>Mary Silbernagel</u>	<u>vice president / book sale coordinator</u>
<u>Ann Michaelski</u>	<u>co treasurer / Library liaison</u>
<u>Irma Quinn</u>	<u>director / archives</u>
<u>Theresa Shinnors</u>	<u>director</u>
<u>Marylee Schroeder</u>	<u>secretary</u>

**Attestation and Signature**

The statements made in this registration are true and correct to the best of my knowledge.

Signature Nadine Pfotenbauer Date 8-12-16



# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com ♦ 608-266-4601

### Affiliated Organization

Organization Name Madison Parks Foundation  
Street Address 1402 Wingra Creek Parkway  
City, State, Zip Madison WI 53715

### Contact Information

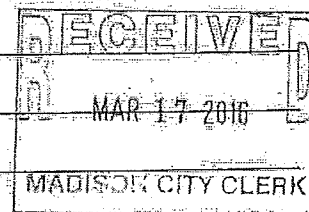
Contact Person Stephanie Franklin - Executive Director  
E-mail Address sfranklin@madisonparksfoundation.org  
Phone Number (608) 266-4339

### Affiliation with the City

City Agency with which you are affiliated Parks Division  
Purpose of Funding Park improvements and programming  
City Staff involved with this organization Eric Knepp, Parks Superintendent

### Officers - List members of the organization's Board of Directors, employees, and officers

Name	Position
<u>Grant Frautschi</u>	<u>Board President</u>
<u>Maureen Lokrantz</u>	<u>Board Vice President</u>
<u>Ty Beck</u>	<u>Board Treasurer</u>
<u>Kyle Engelke</u>	<u>Board Secretary</u>
<u>Joe Clausius</u>	<u>Board Member</u>
<u>Alex Evans</u>	<u>Board Member</u>
<u>Emily Gnam</u>	<u>Board Member</u>
<u>Jason Eversors</u>	<u>Board Member</u>
<u>Melanie Kranz</u>	<u>Board Member</u>
<u>Chris Vogel</u>	<u>Board Member</u>
<u>Charlie Wills</u>	<u>Board Member</u>
<u>Stephanie Franklin</u>	<u>Executive Director</u>



### Attestation and Signature

The statements made in this registration are true and correct to the best of my knowledge.

Signature Stephanie Franklin Date 3/18/16



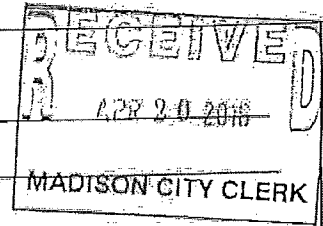
# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com • 608-266-4601

## Affiliated Organization

Organization Name Friends of ~~the~~ Pinney Library  
Street Address 204 Cottage Grove Road  
City, State, Zip Madison WI 53716



## Contact Information

Contact Person liz Dannenbaum  
E-mail Address FriendsOfThePinneyLibrary@gmail.com  
Phone Number 224-7100

## Affiliation with the City

City Agency with which you are affiliated Madison Public Library  
Purpose of Funding assist library  
City Staff Involved with this organization Sarah Lawton

## Officers – List members of the organization's Board of Directors, employees, and officers

Name	Position
<u>liz Dannenbaum</u>	<u>President</u>
<u>Martha Nicholson</u>	<u>Vice President</u>
<u>Pam Diane</u>	<u>Treasurer</u>
<u>Ann Lacy</u>	<u>Secretary</u>
_____	_____
_____	_____

## Attestation and Signature

The statements made in this registration are true and correct to the best of my knowledge.

Signature *[Signature]*

Date 4/14/16



# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com + 608-266-4601

**Affiliated Organization**

Organization Name          **Madison Senior Center Foundation, INC.**

Street Address                **330 West Mifflin Street**

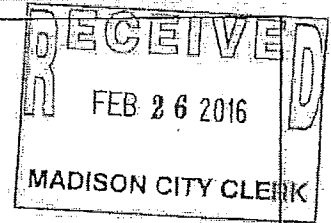
City, State, Zip                **Madison, WI 53703**

**Contact Information**

Contact Person          **Sally Milley, President**

E-mail Address                **ssmilley@charter.net**

Phone Number                **608-233-2976**



**Affiliation with the City**

City Agency with which you are affiliated    **CDD, Madison Senior Center**

Purpose of Funding                **Provides funds for senior adult programs, activities and classes at the Madison Senior Center**

City Staff Involved with this organization    **Christine Beatty, Senior Center and Services Director**

**Officers – List members of the organization's Board of Directors, employees, and officers**

Name	Position
<b>See attached list</b>	

**Attestation and Signature**

The statements made in this registration are true and correct to the best of my knowledge.

Signature          *Sally Milley*

Date          **2/24/2016**



# Madison Senior Center Foundation, Inc

330 West Mifflin • Madison, WI 53703 • 608 266-6581

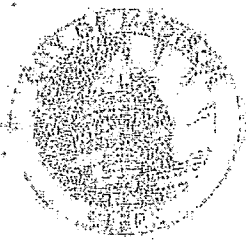
## BOARD OF DIRECTORS

Thomas G. Buresh	2015-2018	
Jeffrey Budzisz	2016-2019	
Edna Canfield Secretary	2016-2019	
Harry Engstrom Vice-President	2014-2017	
Michael Jackson	2016-2019	
Sally Miley President	2015-2018	
Paul Reilly Treasurer	2014-2017	
Kathy Whitt	2016-2019	

## STAFF

Christine Beatty, Executive Director	330 W Mifflin St, Madison, WI 53703 cbeatty@cityofmadison.com	608-267-8652
John Welchelt, Volunteer Coordinator	330 W Mifflin St, Madison, WI 53703 welchelt@cityofmadison.com	608-267-2344





# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com • 608-266-4601

**Affiliated Organization**

Organization Name Madison Community Policing Foundation, Inc.

Street Address 7130 Lindfield Rd

City, State, Zip Madison, WI 53719

**Contact Information**

Contact Person Joe Ballese Chair

E-mail Address Joseph.ballese@gmail.com

Phone Number 608-516-4420

RECEIVED

FEB 18 2016

MADISON CITY CLERK

**Affiliation with the City**

City Agency with which you are affiliated Police Department

Purpose of Funding - To support MPD community policing mission

City Staff involved with this organization Chief Mike Koval - Point of Contact  
ORP

Officers - List members of the organization's Board of Directors, employees, and officers

Name	Position
<u>Joe Ballese</u>	<u>Chair</u>
<u>Jean Papalira</u>	<u>Secretary-Treasurer</u>
<u>Pic Kinney James</u>	<u>Director</u>
<u>Shari Walter Twiney</u>	<u>Director Vice Chair</u>
<u>Pete Schmidt</u>	<u>Director</u>

**Attestation and Signature**

The statements made in this registration are true and correct to the best of my knowledge.

Signature J. Ballese Date 02/16/16

# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

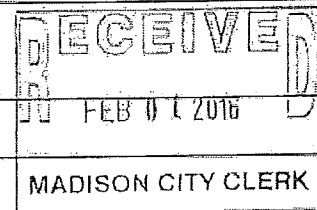
File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com • 608-266-4601

## Affiliated Organization

Organization Name CITY OF MADISON POLICE K9 AND EQUINE PARTNERS, INC.  
Street Address P.O. Box 2367  
City, State, Zip MADISON WI 53701-2367

## Contact Information

Contact Person SARA & DENNY MARX  
E-mail Address capitalk9smadison@gmail.com  
Phone Number 608-836-1134



## Affiliation with the City

City Agency with which you are affiliated MADISON POLICE DEPARTMENT  
Purpose of Funding MAINTAIN & EXPAND K9 AND EQUINE UNITS  
City Staff involved with this organization CAPTAIN RICHARD BACH, SGT JEFF FELT, SGT ERIK FUHREMAN

## Officers - List members of the organization's Board of Directors, employees, and officers

Name	Position
<u>B.J. BETHKE</u>	<u>PRESIDENT</u>
<u>JULIE TESSMER</u>	<u>PRESIDENT ELECT</u>
<u>KRISTEN FUHREMAN</u>	<u>TREASURER</u>
<u>ELIZABETH BARREN</u>	<u>SECRETARY</u>
<u>CAROL GROS</u>	
<u>ANN HEIDEN</u>	
<u>RAMONA GASPER</u>	
<u>KEN LAMBRECHT</u>	
<u>JOSHUA LIPPMAN</u>	
<u>MICHAEL MARSHALL</u>	
<u>KATHY MCGEE</u>	
<u>MARY MORTON</u>	
<u>CYNTHIA SCHUSTER</u>	

DENNIS MARX & SARA MARX - INDEPENDENT CONTRACTED ADMINISTRATORS

## Attestation and Signature

The statements made in this registration are true and correct to the best of my knowledge.

Signature Sara J. Marx Date 1-30-16



# Affiliated Organization Registration

For organizations raising funds for City operations, pursuant to MGO 4.29

File with the City Clerk's Office, 210 Martin Luther King Jr Blvd, Room 103, Madison, WI 53703  
clerk@cityofmadison.com + 608-266-4601

**Affiliated Organization**

Organization Name Madison Public Library Foundation

Street Address 201 W. Mifflin St.

City, State, Zip Madison, WI 53703

**Contact Information**

Contact Person Jennifer J. Collins

E-mail Address jcollins@mplfoundation.org

Phone Number 608-266-6318

**Affiliation with the City**

City Agency with which you are affiliated library

Purpose of Funding capitol, ongoing proceeds, endowment

City Staff Involved with this organization Greg Mickells

**Officers - List members of the organization's Board of Directors, employees, and officers**

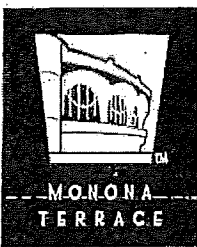
Name	Position
<u>Tom DeChant</u>	<u>President</u>
<u>Angie Brown</u>	<u>Vice President</u>
<u>Nancy Pandhi</u>	<u>Secretary</u>
<u>Michelle Kamin</u>	<u>Treasurer</u>
<u>Jessica MacNaughton</u>	<u>Part President</u>

RECEIVED  
AUG 30 2016  
MADISON CITY CLERK

**Attestation and Signature**

The statements made in this registration are true and correct to the best of my knowledge.

Signature [Handwritten Signature] Date 8/29/16



# MONONA TERRACE COMMUNITY AND CONVENTION CENTER

ONE JOHN NOLEN DRIVE MADISON, WI 53703 TEL 608 261-4000 FAX 608 261-4049

August 22, 2014

Ann Kovich  
Monona Terrace Community Programs, Inc.

## INVOICE

### Monona Terrace Community Programs Support 2014 Disbursement

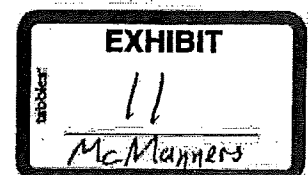
Scholarship for Summer 2014 Internship	\$1,000.00
Scholarship for Fall 2014 Internship	\$1,000.00
Scholarship for Spring 2015 Internship	\$1,000.00
Terrace Talks Program Support	\$5,924.53
<b>TOTAL AMOUNT:</b>	<b>\$8,924.53</b>

*Please return copy of invoice with payment.*

Check Payable to:

**Monona Terrace**  
1 John Nolen Drive  
Madison, WI 53703

Thank you for your support!





# MONONA TERRACE COMMUNITY AND CONVENTION CENTER

ONE JOHN NOLEN DRIVE MADISON, WI 53703 TEL 608 261-4000 FAX 608 261-4049

June 10, 2015

Ann Kovich  
Monona Terrace Community Programs, Inc.

## INVOICE


### Monona Terrace Community Programs Support 2015 Disbursement

Scholarship for Spring Internship	\$1,000.00
Scholarship for Summer Internship	\$1,000.00
Scholarship for Fall Internship	\$1,000.00
Summer Concerts Program Support	\$5,993.16

### TOTAL AMOUNT:

Please return copy of,  
Check Payable as out

Monona Terrace  
1 John Nolen Drive  
Madison, WI 53703

2-2566-710		1302
MONONA TERRACE COMMUNITY PROGRAMS, INC.		
ONE JOHN NOLEN DRIVE MADISON, WI 53703		
DATE <u>8/13/15</u>		
PAY TO THE ORDER OF <u>Monona Terrace</u>	\$ <u>8993.16</u>	
<u>Eight thousand nine hundred ninety three and 16/100</u> DOLLARS		
BMO  Harris Bank		<u>Monona Terrace Community Programs, Inc.</u>
BMO Harris Bank N.A. Chicago, Illinois		<u>Ann Kovich</u>
MEMO	<u>Ann Kovich</u>	
⑆07102566⑆	31206582⑆	01302



MONONA  
TERRACE

# MONONA TERRACE COMMUNITY AND CONVENTION CENTER

ONE JOHN NOLEN DRIVE MADISON, WI 53703 TEL 608 261-4000 FAX 608 261-4049

Feb 1, 2016

Ann Kovich  
Monona Terrace Community Programs, Inc.

## INVOICE

### Monona Terrace Community Programs Support 2016 Disbursement

Scholarship for Spring Internship 1	\$1,000.00
Scholarship for Spring Internship 2	\$ 500.00
Scholarship for Summer Internship	\$1,000.00
Scholarship for Fall Internship	\$1,000.00
Summer Concerts Program Support	<u>\$5,436.73</u>
<b>TOTAL AMOUNT:</b>	<b>\$8,936.73</b>

*Please return copy of invoice with payment.*  
Check Payable as outlined above and sent to:

**Monona Terrace**  
1 John Nolen Drive  
Madison, WI 53703

Thank you for your support!

---

**From:** Zeinemann, Bill  
**Sent:** Wednesday, December 05, 2012 12:27 PM  
**To:** Hurtgen, Katherine  
**Subject:** FW: Friends Groups

Kathi,

See e-mail below from Gregg and then Mike May. It might help with some of your concerns (or not ☺).

Bill

---

**From:** McManners, Gregg  
**Sent:** Tuesday, November 13, 2012 9:50 PM  
**To:** Puleo, Fran; Zeinemann, Bill  
**Subject:** FW: Friends Groups

Sent from my HTC Touch Pro2 on the Now Network from Sprint®.

---

**From:** May, Michael <MMay@cityofmadison.com>  
**Sent:** Tuesday, November 13, 2012 9:25 PM  
**To:** McManners, Gregg <GMcManners@mononaterrace.com>  
**Subject:** RE: Friends Groups

I see I never responded to this. I think you are OK on the first items, but not the last. You'd need action by the Council to do something like that.

MPMay  
City Attorney  
Madison, Wisconsin

---

**From:** McManners, Gregg  
**Sent:** Wednesday, October 17, 2012 9:31 AM  
**To:** May, Michael  
**Subject:** RE: Friends Groups

Currently, at Monona Terrace, we still keep the Friends check book registry in our peach tree software and we make deposits for them. We also make out the checks but cannot sign them, an officer of the Friends Groups need to execute the check.

From tax purposes, we send year end check balances to Michael, Best and Friedrich.

Do you see any conflict with us continuing this practice?

In the organizational meetings, the question was asked whether MT employees could be contracted to do work for the Friends Group, what's your opinion on that suggestion?

Gregg



---

**From:** May, Michael  
**Sent:** Tuesday, October 16, 2012 8:30 PM  
**To:** McManners, Gregg  
**Subject:** RE: Friends Groups

We never got the guidelines finished. If you want us to try again, let me know. We will need some alders who want to push it.

MPMay  
City Attorney  
Madison, Wisconsin

---

**From:** McManners, Gregg  
**Sent:** Monday, October 15, 2012 2:50 PM  
**To:** May, Michael  
**Subject:** Friends Groups

Mike,

I know at one point there was a push to put together an APM on "Friends" groups. I do not believe that one was ever approved and distributed. Does the City have a written guideline in regards to the use of city employees engaged in "Friends" work? We are in the process of combining three friends entities into one group and it would be nice to have some guidelines into what city and city employees can/cannot do to support Friends activities.

Thanks

Gregg



---

**From:** McManners, Gregg  
**Sent:** Thursday, September 03, 2015 1:25 PM  
**To:** Hurtgen, Katherine  
**Cc:** Zeinemann, William  
**Subject:** FW: Friends Questions

See Question #3 on the email chain.

---

**From:** May, Michael  
**Sent:** Thursday, May 02, 2013 4:51 PM  
**To:** McManners, Gregg  
**Subject:** RE: Friends Questions

1. Not now. But a proposed amendment to the Ethics Code might make it possible, with a direct appointment by the City and approval of fund-raising.
2. I would avoid it, as it looks like dual employment, raising question beyond the above. The way to do it might be with a contract approved by the CC.
3. OK.

MPMay  
City Attorney  
Madison, Wisconsin

---

**From:** McManners, Gregg  
**Sent:** Thursday, May 02, 2013 3:10 PM  
**To:** May, Michael  
**Subject:** FW: Friends Questions

These are the questions I was waiting for a response on.....when you get a chance, I would appreciate a final response. Final meaning I won't bug you about these anymore.....maybe.

Gregg

---

**From:** McManners, Gregg  
**Sent:** Friday, April 05, 2013 9:48 AM  
**To:** May, Michael  
**Subject:** Friends Questions

Mike,

Several questions as it relates to Friends Groups:

- (1) Can staff serve on their organization's Friends Board of Directors?
- (2) Depending on the quantity of work, can staff or the City be reimbursed for work on behalf of the Friends Organization?



(3) We've covered this already so this is more of a statement that we would like you to (double) confirm. Our staff, particularly our Finance Department, can continue to provide basic services....deposits, receivables and payables (however a Friends Member has to sign the check.)

Thanks,

Gregg

---

**From:** Schwenn, Kathryn  
**Sent:** Tuesday, September 06, 2016 12:29 PM  
**To:** McManners, Gregg  
**Subject:** po #97238615-3  
**Attachments:** ConditionsofPurchasePO 8-4-06.pdf; conditions of purchase 10-31-13.pdf; 16002709.pdf

Gregg,

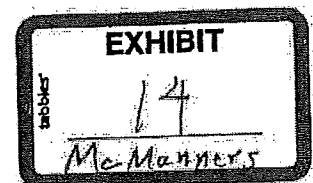
We do not have an electronic copy of this PO. When we were printing PO's in SxD, we would print them on paper that had the conditions of purchase on one side and then we sent it to the vendor. We kept a paper copy of the PO but we did not bother to print our copy on the paper with the conditions attached. I attempted to print a copy of the PO out of SxD but the printer is not set up to do this anymore and it looks funny.

I am attaching the conditions of purchase that were in place around that time. As you can see, the verbiage was similar to what we say on a PO right now (I am also attaching a current PO for your reference).

I'm sorry I was not more helpful.

Kathy

Kathy Schwenn, CPA  
Purchasing Supervisor/Accountant 3  
City of Madison Finance Department  
Phone - (608) 266-4026  
Email - [kschwenn@cityofmadison.com](mailto:kschwenn@cityofmadison.com)



---

**Subject:** FW: po #97238615-3

---

**From:** Schwenn, Kathryn  
**Sent:** Tuesday, September 06, 2016 2:30 PM  
**To:** McManners, Gregg  
**Subject:** RE: po #97238615-3

Gregg,  
A PO was issued to Tai Ping Carpets Americas Inc. on 12/4/2012 for carpet for Monona Terrace. It was #97238615.  
Kathy

Kathy Schwenn, CPA  
Purchasing Supervisor/Accountant 3  
City of Madison Finance Department  
Phone - (608) 266-4026  
Email - [kschwenn@cityofmadison.com](mailto:kschwenn@cityofmadison.com)

# CONDITIONS OF PURCHASE

## ENTIRE AGREEMENT

Furnishing of items and/or fulfillment of services under this purchase order by the vendor named on the front of this form ("Vendor," "Contractor" or "you") constitutes a contract between you and the City of Madison, a Wisconsin municipal corporation, and your agreement to (i) the City of Madison Standard Terms and Conditions ("STC") (available at

[www.cityofmadison.com/finance/documents/STC.pdf](http://www.cityofmadison.com/finance/documents/STC.pdf)

or by calling 608-266-4521), (ii) the Request for Bids, Quotations or Proposals (if any), and (iii) these Conditions of Purchase, all of which are incorporated by reference herein (hereafter, "PO"). This PO (including the documents incorporated by reference) is the entire agreement and no other terms or conditions, oral or written, shall be effective or binding unless expressly agreed in writing by the City of Madison. If this PO is issued in conjunction with another written instrument covering this purchase that is signed by an authorized representative of the City and the vendor in a form approved by the City Attorney ("Contract"), and there is a conflict in language between this PO and the Contract, the language of the Contract shall control. If a vendor document, such as a quote, order form, invoice, or contract includes a statement that disclaims the applicability of a purchase order, terms and conditions on a purchase order, or other customer terms and conditions, or a statement that the vendor document is the "entire agreement," such statement shall be deemed rejected and superseded by this PO unless the City has expressly agreed otherwise in writing through an individual authorized to do so.

## F.O.B. DESTINATION

Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

## INVOICING INFORMATION

- Send invoices directly to the procuring agency.
- Reference the Purchase Order number on all invoices.
- Show discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- The City will pay properly submitted Contractor invoices within 30 days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the City notifies the Contractor in writing of a dispute, before payment is due.
- Invoices submitted not in accordance with these instructions will be removed from the payment process and returned.

## APPLICABLE LAW, VENUE

This purchase shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree the venue for disputes arising hereunder will be in a court of competent jurisdiction within the State of Wisconsin.

## INDEMNIFICATION

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents or its employees.

## INSURANCE

Contractor will insure, and require each subcontractor to insure against the following risks to the extent stated below. Contractor shall not commence work under this PO, nor shall Contractor allow any Subcontractor to commence work, until said insurance has been obtained and certificate(s) of insurance approved by the City Risk Manager:

- Commercial General Liability.** Covering as insured the Contractor and naming the City, its officers, officials, agents and employees as additional insureds, with minimum limits of \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount and apply on a primary and non-contributory basis.

- Worker's Compensation.** Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

- Automobile Liability.** Covering as insured the Contractor with minimum limits of \$1,000,000 combined single limit per accident, covering owned, non-owned and hired automobiles.

Contractor and/or Insurer shall give City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this PO. Certificate Holder should be listed as: City of Madison, ATTN: Risk Management, Room 406, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703

**LIVING WAGE** (Applicable to contracts exceeding \$5,000) Contractor agrees to pay all employees employed by Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Madison General Ordinances, Section 4.20.

**NONDISCRIMINATION** In the performance of work under this PO, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this PO because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

## AFFIRMATIVE ACTION

If contractor employs 15 or more employees and does aggregate annual business with the City of \$25,000 or more for the calendar year in which the PO takes effect, Contractor shall file, within thirty (30) days from the PO effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan

(<http://www.cityofmadison.com/dcr/aaFormsVS.cfm>) designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities or persons with disabilities. The model Affirmative Action Plan for Vendors, Request for Exemption form, and instruction are available at: <http://www.cityofmadison.com/dcr/aaFormsVS.cfm> or by contacting the City of Madison Affirmative Action Division, Attn: Contract Compliance Specialist at (608) 266-4910. Such contractors are further required to comply with all applicable provisions of Madison General Ordinances, Sec. 39.02(9)(e) including the "Articles of Agreement" (accessible at [www.municode.com](http://www.municode.com)) Further, Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO. If Contractor employs 15 or more employees, regardless of dollar amount, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City or its designee. Job posting information is available at: <http://www.cityofmadison.com/dcr/aaJobSkillsBank.cfm>

## SWEETFREE PROCUREMENT OF ITEMS OF APPAREL

If this PO is for the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/footwear, then Madison General Ordinances Sec. 4.25 "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this PO. See MGO 4.25(2) for applicability. Contractor shall follow labor practices consistent with international standards for human rights, meaning that, at a minimum Contractor shall adhere to the minimum employment standards in Sec. 4.25 and require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with Contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or products from whom the Contractor or its contractors obtains or sources goods, parts or supplies for use on this PO, and is intended to include suppliers at all levels of the supply chain. The standards in sec. 4.25 shall apply to all aspects of Contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by accepting this PO, contractor is subject to all of the requirements and sanctions of Madison General Ordinances sec. 4.25. Additional information is available in the STC at [www.cityofmadison.com/finance/documents/STC.pdf](http://www.cityofmadison.com/finance/documents/STC.pdf)

## CONDITIONS OF PURCHASE

### ENTIRE AGREEMENT

Furnishing of items and/or fulfillment of services under this purchase order by the vendor named on the front of this form ("Vendor," "Contractor" or "you") constitutes your agreement to (i) the City of Madison Standard Terms and Conditions ("STC") (available at [www.cityofmadison.com/finance/documents/STC.pdf](http://www.cityofmadison.com/finance/documents/STC.pdf) or by calling 608-266-4521); (ii) the Request for Bids, Quotations or Proposals (if any); and (iii) these Conditions of Purchase, all of which are incorporated by reference herein (hereafter, "PO"). This PO (including the documents incorporated by reference) is the entire agreement and no other terms or conditions, oral or written, shall be effective or binding unless expressly agreed in writing by the City of Madison. If this PO is issued in conjunction with another written instrument covering this purchase that is signed by an authorized representative of the City and the vendor in a form approved by the City Attorney ("Contract"), and there is a conflict in language between this PO and the Contract, the language of the Contract shall control. If a vendor document, such as a quote, order form or invoice, includes a statement that disclaims the applicability of a purchase order, terms and conditions on a purchase order, or other customer terms and conditions, such statement shall be deemed rejected and superseded by this PO unless the City has expressly agreed otherwise in writing.

### F.O.B. DESTINATION

Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

### INVOICING INFORMATION

- Send duplicate invoices directly to Accounts Payable:  
City of Madison Accounting Division,  
210 ML King Jr. Blvd, Rm. 406,  
Madison, WI 53703-3345.
- Reference the Purchase Order or Limited Purchase Order number on all invoices.
- Show discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- The City will pay properly submitted Contractor invoices within 30 days of receipt, for completed and accepted deliveries of specified services and/or goods, unless the City notifies the Contractor in writing of a dispute, before payment is due.
- Invoices submitted not in accordance with these instructions will be removed from the payment process and returned.

### APPLICABLE LAW. VENUE

This purchase shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree the venue for disputes arising hereunder will be in a court of competent jurisdiction within the State of Wisconsin.

### INDEMNIFICATION

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by negligent acts of the City, its officers, officials, agents or its employees.

### INSURANCE

Contractor will insure, and require each subcontractor to insure against the following risks to the extent stated below. Contractor shall not commence work under this PO, nor shall Contractor allow any Subcontractor to commence work, until said insurance has been obtained and certificate(s) of insurance approved by the City Risk Manager:

- \* **Commercial General Liability.** Covering as insured the Contractor and naming the City, its officers, officials, agents and employees as additional insureds, with minimum limits of \$1,000,000 per

- occurrence. This policy shall also provide contractual liability in the same amount and apply on a primary and non-contributory basis.
- \* **Worker's Compensation.** Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.
- \* **Automobile Liability.** Covering as insured the Contractor with minimum limits of \$1,000,000 combined single limit per accident, covering owned, non-owned and hired automobiles.

Contractor and/or Insurer shall give City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this PO. Certificate Holder should be listed as: City of Madison, ATTN: Risk Management, Room 406, 210 Martin Luther King, Jr. Blvd., Madison, WI 53703

### PREVAILING WAGE RATE

When skilled labor is required for any project, the Contractor warrants that prevailing wages will be paid to all trades and occupations, if applicable under Wisconsin Statutes sec. 66.0903. Wage scale is on file with the City Engineer. See also [www.cityofmadison.com/finance/purchasing](http://www.cityofmadison.com/finance/purchasing).

### LIVING WAGE (Applicable to contracts exceeding \$5,000)

Contractor agrees to pay all employees employed by Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Madison General Ordinances, Section 4.20.

### NONDISCRIMINATION

In the performance of work under this PO, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this PO because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

### AFFIRMATIVE ACTION

The successful Contractor, who employs 15 or more employees and whose aggregate annual business with the City for the calendar year in which the PO takes effect is \$25,000 or more, will be required to file, within thirty (30) days from the PO effective date, an affirmative action plan that is designed to insure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minority or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)(e)]. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: <http://www.cityofmadison.com/ocv/aaForms.cfm> or by contacting the City of Madison Affirmative Action Division, Attn: Contract Compliance Monitor at (608) 266-4910. Further, Contractor shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO. If Contractor employs 15 or more employees, Contractor must notify the City of all external job openings at locations in Dane County, WI and Contractor agrees to interview candidates referred by the City. Further information is available at: <http://www.cityofmadison.com/ocv/aaJobSkillsBank.cfm#Directions>.

### SWEATFREE PROCUREMENT OF ITEMS OF APPAREL

If this PO is for the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/footwear, then Madison General Ordinances Sec. 4.25 "Procurement of Items of Apparel" is hereby incorporated by reference and made part of this PO. See MGO 4.25(2) for applicability. Contractor shall follow labor practices consistent with international standards for human rights, meaning that, at a minimum Contractor shall adhere to the minimum employment standards in Sec. 4.25 and require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with Contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or products from whom the Contractor or its contractors obtains or sources goods, parts or supplies for use on this PO, and is intended to include suppliers at all levels of the supply chain. The standards in sec. 4.25 shall apply to all aspects of Contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by accepting this PO, contractor is subject to all of the requirements and sanctions of Madison General Ordinances sec. 4.25. Additional information is available in the STC at [www.cityofmadison.com/finance/documents/STC.pdf](http://www.cityofmadison.com/finance/documents/STC.pdf).

Tai Ping Carpets Americas, Inc.  
 715 Curtis Parkway SE  
 Calhoun, GA 30701

Tel 800 433-2440  
 Fax 706 625 8719  
 www.taipingcarpets.com



Invoice

Invoice No: 5225002778

Date: 11/06/2013

Page No: 1

Bill To: Madison Purchasing Services  
 210 ML King Jr Blvd Rm 406  
 Madison WI 53703

Ship To: Monona Terrace Convention Center  
 One John Nolen Drive  
 Madison WI 53703

Bill To Contact:

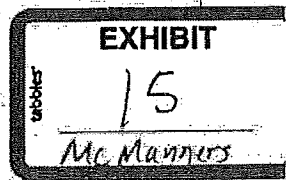
Job Details: 12790, Monona Terrace Convention Center / PO 97238615-3  
 Payment Terms: 30 NET  
 FOB: Los Angeles, CA

Salesperson: Kristy Jones  
 Customer PO: 97238615-3

Line #	Quantity	Description	Unit Price	Amount
1	5,901.00	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-23 / CPT114939 Colors: (8) F333/27B, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / Field Carpet / CPT01	\$35.85	\$211,550.85
2	5,800.97	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 1-5 Colors; Polypropylene Backing Design: BX04463-1 / CPT114939 Colors: (2) N335/29L, M334/28K - as per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / Border Carpet / CPT02	\$35.85	\$207,964.77
3	1,052.71	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-20 / CPT114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / Grand Terrace Field / CPT03	\$35.85	\$37,739.65
4	1,739.93	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-21 / CPT114939 Colors: (8) F333/27B, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO	\$35.85	\$62,376.49

OK to pay

Receipt # 97372621  
 1/8/14  
 J.S.



Tai Ping Carpets Americas, Inc.  
715 Curtis Parkway SE  
Cathoun, GA 30701

Tel 800 433 2440  
Fax 706 625 8719  
www.taipingcarpets.com



# Invoice

Invoice No: 5225002778

Date: 11/06/2013

Page No: 2

Bill To: Madison Purchasing Services  
210 ML King Jr Blvd Rm 406  
Madison WI 53703

Ship To:

Monona Terrace Convention Center  
One John Nolen Drive  
Madison WI 53703

Bill To Contact:

Line #	Quantity	Description	Unit Price	Amount
5	315.65	97238615-3 / Capitol Promenade Field / CPT04 Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-23 & BX04463-1 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / Prefunction Field / CPT05	\$35.85	\$11,316.05
6	177.10	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-23 & BX04463-1 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / 4th Floor Entrance Field / CPT06	\$35.85	\$6,349.04
7	89.70	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-23 & BX04463-1 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / 4th Floor Entrance Field / CPT07	\$35.85	\$3,215.75
8	288.76	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-22 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / 4th Floor Lecture Hall Prefunction Field / CPT08	\$35.85	\$10,352.05
9	257.17	Ax-Nylon Spun Yarn-10 rows-0.250" (6.4 mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-22 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / 4th Floor Lecture Hall Prefunction Field / CPT08	\$35.85	\$9,219.54



Tai Ping Carpets Americas, Inc.  
715 Curtis Parkway SE  
Calhoun, GA 30701

Tel 800 433 2440  
Fax 706 625 8719  
www.taipingcarpets.com



# Invoice

Invoice No: 5225002778

Date: 11/06/2013

Page No: 3

Bill To: Madison Purchasing Services  
210 ML King Jr Blvd Rm 406  
Madison WI 53703

Ship To:

Monona Terrace Convention Center  
One John Nolen Drive  
Madison WI 53703

Bill To Contact:

Line #	Quantity	Description	Unit Price	Amount
		mm) PH-36.3 oz/sy (1232 gm/sm); 6-8 Colors; Polypropylene Backing Design: LX03850-23 & BX04463-1 / CP114939 Colors: (8) F333/27E, C301/25AA, I334/26H, N334/28L, M334/28K, L335/25BB, N335/29L, E332/25C - As per approved samples S/M: Monona Terrace Convention Center / PO 97238615-3 / Hilton Sky Link Corridor / CPT09		
10	1.00	Field Verification	\$5,525.00	\$5,525.00
11	1.00	Letter of credit for all project costs	\$13,997.60	\$13,997.60
13	1.00	The city of Madison is exempt from payment of all Federal Excise Taxes (Reg# 39-73-0411-K) and State of Wisconsin Sales Tax. The City's Certificate of Exempt Status (CBS) is 42916	\$0.00	\$0.00

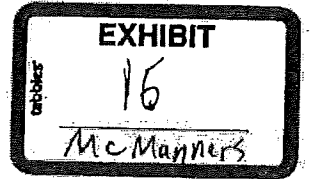
Please refer to our Terms of Sale at <http://tos1956.taipingcarpets.com/>

## Payments

Transaction Balance	\$579,606.79
Credits and Receipts	
<b>Balance Due</b>	<b>\$579,606.79</b>

1100030 Carpet

<u>Date</u>	<u>Account</u>	<u>Vendor Name</u>	<u>Actual</u>	<u>Encumbered</u>	<u>Total</u>	<u>Comments</u>
12/4/2012	58430	Tai Ping Carpets		579,426.47	579,426.47	
1/3/2013	58430	Isthmus Architecture		16,905.00	16,905.00	Purchase Order #97238673
1/28/2013	58430	Isthmus Architecture	4,312.50	(4,312.50)	-	Invoice #3342
2/26/2013	58430	Isthmus Architecture	5,947.50	(5,947.50)	-	Invoice #3350
3/20/2013	58430	Isthmus Architecture	1,725.00	(1,725.00)	-	Invoice #3364
4/19/2013	58430	Isthmus Architecture	2,300.00	(2,300.00)	-	Invoice #3369
6/6/2013	58430	Isthmus Architecture	2,620.00	(2,620.00)	-	Invoice #3386
6/10/2013	58430	Tai Ping Carpets		274.13	274.13	Requisition #
9/6/2013	58430	Isthmus Architecture	172.50		172.50	LPO #M2744; invoice #3407
11/15/2013	58430	Isthmus Architecture	172.50		172.50	LPO #M2761; invoice #3430
11/15/2013	58430	Tecline Madison		9,720.00	9,720.00	Requisition #
11/18/2013	58430	Isthmus Architecture	460.00		460.00	LPO #M2762; invoice #3437
11/27/2013	58430	Sergenians Flooring		267,080.00	267,080.00	Requisition #
12/30/2013	28100	Sergenians Flooring	(1,954.00)		(1,954.00)	Retainage for Contract #7191
12/30/2013	56110	Labor for carpet (Com Ctr)	5,806.23		5,806.23	Capital expense originally in Operating
12/30/2013	58430	Tai Ping Carpets	579,606.79	(579,426.47)	180.32	Invoice #5225002778
12/30/2013	58430	Sergenians Flooring	39,080.00	(39,080.00)	-	Invoice #5315202
12/30/2013	58430	Carpet consulting	8,754.65		8,754.65	Capital expense originally in Operating
			649,003.67	237,994.13	886,997.80	



# October 22, 2014

Wednesday

October 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2014

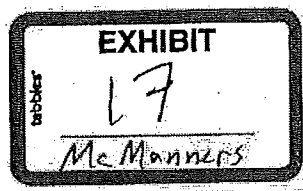
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

22		Wednesday	
← From Oct 20		Kathi vacation; Hurtgen, Katherine	
		To Oct 24 →	
7 am			
8 <sup>00</sup>			
9 <sup>00</sup>			
10 <sup>00</sup>	Ops Meeting	Ops Meeting	New Exhibit; Gregg's Office
11 <sup>00</sup>	Meeting to discuss Maintenance; Gregg's Office; McManners, Gregg		
12 pm	Rotary Luncheon Inn on the Park		
1 <sup>00</sup>		Maintenance/AV Meeting Maintenance Shop	
2 <sup>00</sup>	Building Maint & Tech Supervisor Vacancy Discussion Monona Terrace		
3 <sup>00</sup>	Trimbell, Julie		
4 <sup>00</sup>			
5 <sup>00</sup>			
6 <sup>00</sup>			

Daily Task List

Arranged By: Due Date

Notes



---

**From:** McManners, Gregg  
**Sent:** Wednesday, October 29, 2014 11:34 AM  
**To:** Waters, Michael  
**Cc:** Zeinemann, William; Hurtgen, Katherine  
**Subject:** Conversation

Mike,

I talked to Greg Leifer (City of Madison Labor Relations) this a.m. about the flex schedule for maintenance.

His preference is to continue as has been the past practice and then when we meet with Local 60 in November for a labor relations meeting, we will talk to them about how we can come to an agreement on this practice. I might ask you to attend....it is meeting between Sr. Staff, Greg Leifer and Local 60 reps.

So for the immediate future, let's continue on the current path.

Kathi, as we are not looking at changing current practices, we are going to have some payroll complications....how can we help you during the payroll process?

Gregg



---

**From:** Zeinemann, William  
**Sent:** Monday, December 22, 2014 11:43 AM  
**To:** Waters, Michael  
**Subject:** FW: Renewed understanding  
**Attachments:** Monona Terrace Timekeeping Policy.doc

Mike – Please review and then let’s discuss.

Thanks – Bill

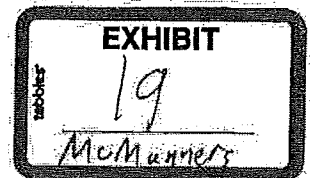
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**From:** Hurtgen, Katherine  
**Sent:** Monday, December 22, 2014 11:39 AM  
**To:** Zeinemann, William; McManners, Gregg  
**Cc:** Miller, Andrea  
**Subject:** Renewed understanding

Maybe it would be a good time to have all the maintenance staff sign the timekeeping policy since Jeff G. never collected these from the staff. Is there a group meeting coming up where these could be distributed and collected all at the same meeting?

Kathi Hurtgen  
Associate Director  
Monona Terrace Community & Convention Center  
A public place by Frank Lloyd Wright  
‘Where business’ and inspiration meet

One John Nolen Drive  
Madison, WI 53703  
608-261-4033  
608-261-4049 (fax)  
[khurtgen@mononaterrace.com](mailto:khurtgen@mononaterrace.com)  
[www.mononaterrace.com](http://www.mononaterrace.com)



*Monona Terrace Timekeeping Policy*

The timekeeping system (KRONOS) is an electronic method of collecting hours worked by the staff at Monona Terrace. As such, KRONOS is to be used to track hours worked or attendance for each employee. The attendance of all employees is recorded daily by KRONOS and is submitted to the City Payroll department bi-weekly. Our attendance records are City records, and care must be exercised in recording the hours worked, overtime hours, and absences.

Employees are not to clock or sign in or out for other employees. **Violations of this policy may result in appropriate disciplinary action, up to and including immediate discharge.**

All Local 60 employees must record the time they arrived/departed, each day, on his/her time card. Each employee is responsible only for his/her own recordkeeping.

Employees are required to clock in at the start of the workday and clock out at the end of the workday. If an employee forgets to clock or sign in or out, they must notify their supervisor immediately so the time may be accurately recorded for payroll. Employees clocking in 5 or more minutes after their scheduled starting time will be recorded as tardy, unless a supervisor has approved the late arrival. Employees clocking out 5 or more minutes before their scheduled ending time shall be recorded as leaving early, unless authorized to do so by a supervisor. You may clock in up to five minutes prior to your start time, but under no circumstances are you allowed to actually start work prior to your start time without first obtaining approval, and then reporting such to your supervisor. Failure to start and stop work at the assigned starting and ending times without prior approval is a violation of City of Madison work rules and subject to disciplinary action.

An employee's supervisor must approve each overtime occurrence. Employees are not permitted to work outside their scheduled hours without permission from their supervisor.

**I acknowledge and understand the timekeeping policy at Monona Terrace.  
I have been issued a timekeeping punch/swipe card.**

PRINT EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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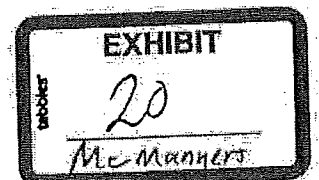
**From:** McManners, Gregg  
**Sent:** Wednesday, April 01, 2015 8:54 AM  
**Cc:** Waters, Michael  
**Subject:** Meeting

Mike.....please proof and let me know if I missed anything. Wanted you to take a look before we sent it to the staff. Thanks

Thanks for meeting with us yesterday, I think we have a good understanding of where we are headed as it relates to scheduling, flex time and the process required for time off.

Here is what we agreed to or discussed:

- Staff agreed to work 8 hour shifts with two 15 minute breaks
- Flex time will be kept to a minimum but in those occasions where an employee wanted to leave early or arrive late, they will be given the opportunity to make it up on a shift during the same week.
  - During those occasions that flex time is made up with a shift longer than 8 hours, staff agrees to be paid at regular time for the entire period
- Scheduling will remain fairly fluid as the business of the building tends to dictate the shifts. However, schedules should be created so that they are equal for all members of the department.
- Sunday hours (typically dark days) will be discussed with the management team at the next All Manager Meeting, April 14.
- For any deviation of a work schedule or the request of vacation time, permission must be granted by the Facility Maintenance Supervisor.
- As long as staff does not abuse these privileges, Management will work with the employee to accommodate their request.
- Any staff member that violates this agreement jeopardizes the rights for all members of the maintenance department.
- Management retains the right to impose policies that would correct any violated policy.
- Maintenance staff recognizes they will be held accountable to these standards.



---

**From:** Waters, Michael  
**Sent:** Thursday, April 02, 2015 9:45 AM  
**To:** Catalino, Cheryl; Corbett, Chuck; Hennessey, John; Lamphier, Edward  
**Cc:** McManners, Gregg; Zeinemann, William

All,

Thanks for meeting with us Tuesday, I think we have a good understanding of where we are headed as it relates to scheduling, flex time and the process required for time off.

Here is what we agreed to or discussed:

- Staff agreed to work 8 hour shifts with two 15 minute breaks
- Flex time will be kept to a minimum but in those occasions where an employee wanted to leave early or arrive late, they will be given the opportunity to make it up on a shift during the same week.
  - During those occasions that flex time is made up with a shift longer than 8 hours, staff agrees to be paid at regular time for the entire period
- Scheduling will remain fairly fluid as the business of the building tends to dictate the shifts. However, schedules should be created so that they are equal for all members of the department.
- Sunday hours (typically dark days) will be discussed with the management team at the next All Manager Meeting, April 14.
- For any deviation of a work schedule or the request of vacation time, permission must be granted by the Facility Maintenance Supervisor.
- As long as staff does not abuse these privileges, Management will work with the employee to accommodate their request.
- Any staff member that violates this agreement jeopardizes the rights for all members of the maintenance department.
- Management retains the right to impose procedures that would correct any violated policy.
- Maintenance staff recognizes they will be held accountable to these standards.

Let me know if you should have any questions.

Mike



CITY OF MADISON  
OFFICE OF THE CITY ATTORNEY  
Room 401, CGB  
266-4511

Date: September 9, 2016

MEMORANDUM

TO: Mayor Paul Soglin

FROM: Michael P. May  
City Attorney

RE: Report on Preliminary Investigation into Allegations at Monona Terrace

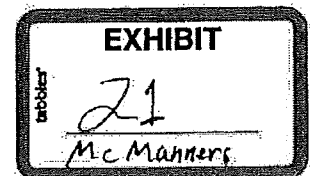
Katherine Hurtgen, an employee at Monona Terrace (MT), filed a complaint in May, 2016, at the Ethics Board against Monona Terrace Executive Director Gregg McManners. Hurtgen also made claims of employment discrimination, which have now resulted in a complaint filed with the State Equal Rights Division. Our office waited to process the Ethics Board Complaint until we had responded to the discrimination claim.

The gist of most of the five counts of the Ethics complaint relate not to traditional concerns of the Ethics Board, such as conflicts of interest or possible personal financial gain, but failure of Mr. McManners to properly carry out his duties as Director of MT.

You asked me to investigate the complaint and report to you, as chief executive of the City and supervisor of city employees, as to what had happened and whether these were matters that might require discipline by you, McManners' supervisor.

To my surprise, the Ethics Board (EB) found it had jurisdiction over these claims. In 2011, the EB rejected a series of complaints surrounding the changes at Overture, in many instances finding that the only claim was that an employee failed to properly carry out his or her duties. Indeed, at one point the entire EB faced complaints under the Code for making improper rulings under the Code. That matter was heard by the CCOC, which rejected jurisdiction.

The ongoing matter before the EB limits my ability to conduct an investigation without creating a conflict or the possibility of becoming a witness. I could cure that by appointing another attorney to advise the EB, but since the matter is scheduled for a hearing on September 22, 2016, you indicated I should report on those matters that were of public record, and supplement my report upon the conclusion of the EB hearings.



**Claim One: Failure to follow Sec. 4.26, MGO, in approval of contract with Hiebing Group.**

On November 3, 2015, the Common Council approved a contract with the Hiebing Group (Legistar No. 40254). The claim is that although the Council approved a sole source contract on the grounds that Hiebing was the only firm available to do the work, pursuant to sec. 4.26(4)(a)(2), MGO, in fact Hiebing was not the only firm available.

I am not at all sure what to make of this claim. The Executive Director believed that Hiebing was effectively the only firm available; the Council found it was the only firm available; an employee at MT disagrees with that finding, and this is alleged to violate city law and the Ethics Code. On its face, the resolution approved by the Council is perfectly legal under sec. 4.26, MGO

Perhaps more importantly, at least two other exceptions in sec. 4.26, MGO, could have been applied to approve this sole source contract. It is undisputed that Hiebing provided these services for many years, and sec. 4.26(4)(a)(7), MGO, allows a sole source for a consultant who worked for the City such that it is more efficient to continue to use the consultant who provided work in the past. In addition, the exception in 4.26(4)(a)(9), MGO, is a catch-all that allows a sole source whenever "authorized by law, rule, resolution, or regulation." This sole source contract was authorized by a resolution of the Council.

Thus, the contract and the process followed was legal three times over.

I find no basis for the claim of illegal action by Mr. McManners; indeed, the claim appears to reflect a gross misunderstanding of the City's contracting rules. Ms. Hurtgen is an Associate Director at MT and acts as the Business and Finance Manager. She should be knowledgeable of City purchasing procedures.

**Claim 2: Violation of Affirmative Action Ordinance in Studio Gear Contract.**

This claim alleges that McManners violated the City's Affirmative Action Ordinance. The contract with Studio Gear was an open purchase order. In these instances, when a vendor crosses the \$25,000 threshold in the AA ordinance, the vendor is to file an AA plan with the City. Here, it is alleged that when Studio Gear passed that threshold, Hurtgen brought it to the attention of Mr. McManners. McManners allegedly told Hurtgen to continue purchases with a City P-card, which would not trip the filing requirement. Hurtgen alleges that she refused to do so, that AA noticed that Studio Gear had gone over the threshold and asked for an AA plan. Studio Gear refused and, per City ordinance, the vendor was debarred from further business until a plan was filed.

As with the first claim, I struggle to determine the basis of the claim. The allegations -- even accepted at face value with no chance for a response by Mr. McManners -- boil down to a claim that a Manager suggested a course that would circumvent City ordinances; the Manager was told we cannot do that; it was not done. At least in my office, there are numerous times when employees discuss a course of action and one employee says, "No, we can't do that because of this City rule," and therefore the course of action is abandoned. I suggest this happens all over the City every day. But nothing contrary to law actually happens.

I conclude that this is not an act subject to discipline.

### **Claim 3: Friends of Monona Terrace**

The claim here is simple: McManners violated the Ethics Code, sec. 3.35(5)(c), MGO, by requiring Hurtgen to provide assistance to the Friends of Monona Terrace. This section of the Code bars an employee from outside employment if it would impair their judgment. On its face, this is no claim. It may mean that *Hurtgen* violated this rule by helping Friends of Monona Terrace (Friends), but McManners did not. At the Ethics Board jurisdictional hearing, it was suggested that perhaps the section violated was 3.35(5)(b), which bars giving special privileges or advantages to any person.

As you know, the Friends and other such affiliated organizations (AO) of the City have had a checkered past. An employee of MT that assisted the Friends in the past was discharged and convicted of criminal violations for misappropriation of funds. It was after that incident that City agencies were warned not to allow employees to control the funds of these outside AOs. Earlier this year, the Council approved a new ordinance, sec. 4.29, MGO, regarding AOs, requiring that the AO be registered with the City Clerk, and barring employees from handling AO funds unless approved by the Mayor. In at least one instance (Parks Foundation), the Council approved a City employee working for the Foundation pursuant to a formal agreement.

The City ordinance contemplates some level of cooperation between the City staff and the AOs. Since these organizations raise and provide funds to the City to assist in City operations, there is a clear benefit to the City from the AOs, and a failure to provide such cooperation would be detrimental to the City. While it is always better to have a written agreement governing relationships with AOs, the ordinance does not require it, and if the City staff duties are relatively minor, the cost of a formal agreement may outweigh the benefits. My understanding is that the work done by Ms. Hurtgen is to make and keep track of deposits, to make out a few checks every year and deliver them to the Friends for authorization, and to turn over those records to the Friends for them to do their taxes. As Finance Director of MT, Ms. Hurtgen should be qualified for these minimal duties, and these do not seem burdensome or outside the range of "other duties as assigned" by a supervisor.

Mr. McManners asked our office back in 2012 about this arrangement, and I indicated I thought it was allowed. Last year, Ms. Hurtgen asked some Assistant City Attorneys about it, but the inquiry apparently was never answered.

I am unclear as to the basis for discipline based on these allegations, as I suspect that the City would afford similar privileges to any AO that provides substantial benefits to the City, and McManners asked our office about the arrangement. I do recommend that MT and the Friends memorialize the arrangement in a written contract, to delineate any duties undertaken by the City.

I cannot see any matter for discipline in these allegations.

**Claim 4: Intentional Disregard of AA Requirements in Tai Peng Carpet Contract**

The claim here is that McManners authorized a large (over \$500,000) contract with Tai Peng, which company never filed an AA plan. The gist of the complaint is that McManners knew this and continued to authorize payments on the contract. I assume those payments were made by Hurtgen.

It is not clear to me where the responsibility lies between MT and Affirmative Action for policing compliance with the filing of the AA Plan. To make a judgment on McManners' actions will take further investigation, which will occur after the Ethics Board hearing on September 22.

I note that for purposes of the Ethics Board complaint, the challenged action appears to have occurred no later than 2014, beyond the 12 month limit for Ethics complaints in sec. 3.35(12)(c), MGO.

**Claim 5: Failure of hourly Employees to Properly Use Timecards.**

This claim (entitled "Timecard Fraud") essentially alleges that Hurtgen discovered that some employees were not properly swiping their timecards or otherwise recording their time. She brought this to the attention of McManners and he failed to do anything about it. In fact, the problem was eventually fixed, so I take it that Hurtgen's real complaint is that McManners did not fix it fast enough.

As with the other complaints, I am having some problem discerning the nature of this one. Presumably, we give employees a reasonable time to fix problems in the operation of their agencies, whether mere administrative issues or issues of legal compliance. Without further investigation, I cannot make a judgment whether Mr. McManners acted within a reasonable time. A full report on this item will have to await investigation after the Ethics Board hearing.

I note that this item, as with others, does not appear to allege any violation within the 12 months prior to the complaint, meaning the Ethics Board lacks jurisdiction.

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**Conclusion.**

I conclude three of the five complaints cannot be the basis of discipline. The other two are not as clear. I will supplement this report when I am able to interview McManners and Hurtgen outside of my advising the Ethics Board.

