

**CITY OF MADISON  
CITY ATTORNEY'S OFFICE  
Room 401, CCB  
266-4511**

**OPINION NO. 2000-003**

February 23, 2000

**MEMORANDUM**

TO: Mayor Susan J. M. Bauman  
Monona Terrace Board

FROM: Larry W. O'Brien, Assistant City Attorney

SUBJECT: Residency Requirement for Monona Terrace Director

You have inquired whether the Mayor has the authority to require that the Monona Terrace Director be a resident of, and maintain residence in, the City of Madison. In my opinion, the Mayor does have that authority.

In 1993, Dane County and the City of Madison entered into an agreement known as "The Monona Terrace Agreement". You direct my attention to paragraph 29 of the Monona Terrace Agreement. Paragraph 29 exempts Monona Terrace employees from the City's residence requirement.

While I certainly acknowledge the existence of this provision, I also see that another clause in that Agreement, paragraph 21, refers specifically to the Director's employment contract. The Director's employment contract is called for in sec. 3.38(6)(f) of the Madison General Ordinances. That ordinance requires that all positions in Compensation Group 21 be filled by employment contracts. The Director is in that Group; no other Monona Terrace employees are in that Group.

The Monona Terrace Agreement, paragraph 21, which is specific to the Director and the Director alone, provides that "...the Board shall review and recommend approval..." of the Director's employment contract. It does not in any fashion limit the Mayor's authority in negotiating the terms of the contract. The parties to this Agreement would have understood the Mayor's prerogatives in negotiating this employment agreement. They implicitly accepted the existence of sec. 3.36(6)(f) MGO through the language of paragraph 21. From the plain language of that paragraph, I conclude that, if there was any intent to limit the Mayor's authority to negotiate the terms of the Director's employment agreement, the paragraph would have explicitly so stated.

Given the foregoing, I do not believe that the general provision relating to a residence

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exemption for Monona Terrace employees supercedes the Mayor's authority to negotiate the terms of the Director's employment agreement when this single agreement is required by sec. 3.36(6)(f) of the Madison General Ordinances. The Mayor and the prospective candidate for the position are free to negotiate the terms of the Agreement, including compliance or waiver of the residency requirement.

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Eunice Gibson  
City Attorney

Caption: The Monona Terrace Agreement does not forbid the Mayor to require by contract that the Monona Terrace Director be a Madison resident.