



# City of Madison

City of Madison  
Madison, WI 53703  
[www.cityofmadison.com](http://www.cityofmadison.com)

## Agenda - Approved FINANCE COMMITTEE

*Consider: Who benefits? Who is burdened?  
Who does not have a voice at the table?  
How can policymakers mitigate unintended consequences?*

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Tuesday, July 15, 2025

4:30 PM

VIRTUAL

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The City of Madison is holding the Finance Committee meeting virtually.

1. **Written Comments:** You can send comments on agenda items to [financecommittee@cityofmadison.com](mailto:financecommittee@cityofmadison.com)

2. **Register for Public Comment:**

- Register to speak at the meeting.
- Register to answer questions.
- Register in support or opposition of an agenda item (without speaking).

If you want to speak at this meeting you must register. You can register at <https://www.cityofmadison.com/MeetingRegistration>. When you register to speak, you will be sent an email with the information you will need to join the virtual meeting.

3. **Watch the Meeting:** If you would like to join the meeting as an observer, please visit <https://www.cityofmadison.com/watchmeetings>.

4. **Listen by Phone:**

**(877) 853-5257 (Toll Free)**

**Webinar ID: 810 2414 7524**

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below at least three business days prior to the meeting.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg pab hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

For accommodations, contact: [financecommittee@cityofmadison.com](mailto:financecommittee@cityofmadison.com), (608) 266-4671.

**CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENT**

1. [89167](#) PUBLIC COMMENT

**DISCLOSURES AND RECUSALS**

Members of the body should make any required disclosures or recusals under the City's Ethics Code.

**CONSENT AGENDA**

At this time, a consent agenda may be moved except for items with registrants wishing to speak or items Committee members wish to separate out for discussion or debate purposes.

**ITEMS TO BE CONSIDERED**

2. [88733](#) Recreate the vacant position #775 of 1.0 FTE Program Assistant 1 in CG 20, Range 11 as a 1.0 FTE Administrative Services Supervisor position in CG 18, Range 06.
3. [88800](#) Adopting and confirming the Labor Agreement between the City of Madison and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE) for the period January 1, 2025 through December 31, 2025.
4. [88677](#) Authorizing the Mayor and City Clerk to amend the contract for Purchase of Services (Architect) with Engberg Anderson, Inc. to provide extra professional architectural and engineering consultant design services and construction administrative services for the expanded design and construction scope at the existing Warner Park Community Recreation Center located at 1625 Northport Drive. (District 12)
5. [88724](#) Approving the Amendment to the Project Plan for Tax Incremental District (TID) #42 (Wingra), City of Madison. (District 13)
6. [88725](#) Approving the Amendment to the Project Plan for Tax Incremental District (TID) #45 (Capitol Square West), City of Madison. (District 4)
7. [88726](#) Approving the Amendment to the Project Plan for Tax Incremental District (TID) #48 (Regent St), City of Madison. (District 4, District 8, District 13)
8. [88727](#) Approving the Amendment to the Project Plan and Boundary for Tax Incremental District (TID) #53 (East Wilson St), City of Madison. (District 2, District 4, District 6)

9. [88728](#) Approving the Project Plan and Boundary for Tax Incremental District (TID) #55 (Voit), City of Madison. (District 15)
10. [88743](#) Authorizing a contract between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the City of Madison Fire Department to provide regional hazardous materials response system services.
11. [88847](#) Authorizing the Mayor and City Clerk, on behalf of the Greater Madison MPO, to enter into a contract with Iteris, Inc. for consultant services to develop a Transportation Systems Management and Operations (TSMO) Plan.
12. [88867](#) Authorizing the City of Madison's Economic Development Division to award up to \$500,000 of Building Improvement Grants to Madison Public Market merchants, using funding available within the existing Madison Public Market budget. (District 12)
13. [88832](#) Authorizing the Mayor and the City Clerk to execute an agreement with the Madison LakeWay Partners, Inc. as the non-profit charitable partner to support the redevelopment of the Madison LakeWay and transfer \$25,000 from the Olin Trust Fund to the Parks Division's operating budget in order to make payment to the Partners. (District 4, District 6, District 13, and District 14)
14. [88894](#) Amending the 2025 Engineering Major Streets Adopted Capital Budget to transfer \$80,000 of existing GO budget authority from Engineering - Major Streets to Planning for the Percent for Art Aggregate Fund related to the John Nolen Drive Street Reconstruction Project. (District 4, District 13)

#### ADJOURNMENT



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 89167**

**File ID:** 89167

**File Type:** Miscellaneous

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 07/11/2025

**File Name:** Public Comment

**Final Action:**

**Title:** PUBLIC COMMENT

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

**Entered by:** ckoh@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	07/11/2025	Refer	FINANCE COMMITTEE			
<b>Action Text:</b> This Miscellaneous was Refer to the FINANCE COMMITTEE							

### Text of Legislative File 89167

Title  
PUBLIC COMMENT





# City of Madison

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## Master

**File Number: 88733**

**File ID:** 88733

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** Recreate the vacant position #775 of 1.0 FTE  
Program Assistant 1 in CG 20, Range 11 as a 1.0  
FTE Administrative Services Supervisor position in  
CG 18, Range 06.

**Final Action:**

**Title:** Recreate the vacant position #775 of 1.0 FTE Program Assistant 1 in CG 20,  
Range 11 as a 1.0 FTE Administrative Services Supervisor position in CG 18,  
Range 06.

### Notes:

**Sponsors:** Director of Human Resources

**Effective Date:**

**Attachments:** Finance Committee Memo - Finance Program  
Assistant 1 DRAFT.pdf

**Enactment Number:**

**Author:** William Wick, Human Resources Analyst

**Hearing Date:**

**Entered by:** jortiz@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (6/23/25), Common Council (7/1/25)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	06/23/2025	RECOMMEND TO COUNCIL TO RE-REFER - REPORT OF OFFICER				Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO RE-REFER - REPORT OF OFFICER. The motion passed by voice vote/other.						
	<b>Notes:</b> Re-refer to Finance Committee on 7/15/25 with Common Council final action on 7/15/25.						
1	COMMON COUNCIL	07/01/2025	Re-refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Re-refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

**Text of Legislative File 88733**

**Fiscal Note**

The proposed resolution recreates a Program Assistant 1 position within the Finance Department to an Administrative Services Supervisor. The annualized cost increase of the change is \$13,000 to \$22,000 including benefits. Any additional costs in 2025 will be accommodated within Finance's existing budget authority.

**Title**

Recreate the vacant position #775 of 1.0 FTE Program Assistant 1 in CG 20, Range 11 as a 1.0 FTE Administrative Services Supervisor position in CG 18, Range 06.

**Body**

Resolution to recreate the 1.0 FTE position #775 of Program Assistant 1 as a 1.0 FTE Administrative Services Supervisor position in the Finance Department operating budget, thereof.

TO: Finance Committee

FROM: William Wick, Human Resources Analyst

DATE: June 10, 2025

RE: Program Assistant 1 – Finance Department

Finance Director Dave Schmiedicke, requests that the 100% FTE vacant position of Program Assistant 1 (#775) in CG20, Range 11 be recreated as a 100% FTE Administrative Services Manager in CG18, Range 06 in the Finance Department operating budget.

The proposed Finance Administrative Services Manager position would include the job duties that were previously assigned to the position classified as Comptroller's Office Administrative Services Manager prior to that position's former incumbent retiring from the City in 2017. Responsibilities would include supervision of the Document Services work unit and the Administrative Support Team, payroll duties, and high level administrative support for the Finance Department.

I recommend recreation of the 1.0 FTE position #775 of Program Assistant 1 as a 1.0 FTE as a 1.0 FTE position within the Administrative Services Manager classification in the Finance Department's operating budget. The necessary resolution to implement this recommendation has been drafted.

Editor's Note:

Compensation Group/Range	2025 Annual Minimum (Step 1)	2025 Annual Maximum (Step 5)	2025 Annual Maximum (+12% Longevity)
20/11	\$58,292.00	\$65,248.30	\$73,078.20
18/06	\$70,899.40	\$83,478.98	\$93,496.52

Cc: David Schmiedicke – Finance Director  
Eric Veum – Risk Manager  
Erin Hillson – HR Director  
Kurt Rose – Employee and Labor Relations Manager  
Emaan Abdel-Halim – HR Services Manager  
AFSCME Local 6000



# City of Madison

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## Master

**File Number: 88800**

**File ID:** 88800

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/18/2025

**File Name:** Adopting and confirming the Labor Agreement between the City of Madison and IATSE for the period January 1, 2025 through December 31, 2025.

**Final Action:**

**Title:** Adopting and confirming the Labor Agreement between the City of Madison and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE) for the period January 1, 2025 through December 31, 2025.

### Notes:

**Sponsors:** Satya V. Rhodes-Conway

**Effective Date:**

**Attachments:** 2025 Employee and Labor Relations Manager's Report IATSE.pdf, IATSE 2025.pdf

**Enactment Number:**

**Author:** Tameaka Bryant, Employee and Labor Relations Specialist

**Hearing Date:**

**Entered by:** kklafka@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	06/18/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

### Text of Legislative File 88800

#### Fiscal Note

The proposed resolution adopts a labor agreement between the City of Madison and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE). The term of the agreement is January 1, 2025 through December 31, 2025. Should General Municipal Employees receive a compensation increase during the agreement term, pay for IATSE staff will increase by the same percentage. Total costs associated with IATSE staff in 2024 were

approximately \$1.1 million, with most costs within Monona Terrace.

**Title**

Adopting and confirming the Labor Agreement between the City of Madison and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE) for the period January 1, 2025 through December 31, 2025.

**Body**

NOW, THEREFORE BE IT RESOLVED that the Labor Agreement between the City of Madison and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE) for the period January 1, 2025 through December 31, 2025, is hereby adopted in its entirety and confirmed in all respects and the Mayor and Clerk are authorized to sign the agreement.

**EMPLOYEE/LABOR RELATIONS MANAGER'S REPORT**  
Presented to City of Madison Common Council  
On  
July 1, 2025

Re: The Labor Agreement between the City of Madison and International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada (IATSE) Local 251, tentatively agreed to on Monday, March 31, 2025.

The following is a summary of the modifications to the City of Madison and IATSE Collective Bargaining Agreement, effective January 1, 2025 through December 31, 2025.

**1. Wages:**

- A. If the City agrees to a higher total compensation increase for General Municipal Employees during the term of this agreement, the City shall increase the total compensation for IATSE unit members by the same percentage.

**2. Contract Term:**

January 1, 2025 through December 31, 2025.

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MADISON**  
**AND**  
**INTERNATIONAL ALLIANCE of THEATRICAL**  
**STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS,**  
**ARTISTS, AND ALLIED CRAFTS OF THE**  
**UNITED STATES, ITS TERRITORIES AND CANADA**  
**LOCAL 251, MADISON, WI**

**FOR THE PERIOD**  
**January 1, 2025 TO DECEMBER 31, 2025**

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## ARTICLE I PARTIES

- A. This is a labor agreement between the City of Madison (City) and the International Alliance of Theatrical Stage Employees Local 251, Moving Picture Technicians, Artists and Allied Crafts of the United States its Territories and Canada (IATSE). It is agreed that this labor agreement contains the full and complete agreement on all subjects upon which the parties did or could have bargained and all matters not included in this agreement shall be deemed to have been raised and disposed of as covered herein.
- B. The parties agree that their policies will not violate the rights or discriminate against any employee covered by this agreement because of sex, creed, race, color, age, national origin, sexual orientation, gender identity, political affiliation, disability, marital status, Union or non-Union affiliation in the application or interpretation of the provisions of this agreement.

## ARTICLE II JURISDICTION

- A. Except as otherwise provided herein, the exclusive jurisdiction of the Union in the Overture Center for the Arts (OCA), Monona Terrace Community and Convention Center (MTCCC), and the City of Madison (City) shall include any and all theatrical work historically performed by IATSE Local 251 craft members including any person employed or working on the call under the control of the Employer as audio visual technicians, stage carpenters, stage electricians, property persons, wardrobe attendants, riggers, fly men/women, moving picture or video operators, camerapersons and technicians, spot light operators, studio mechanics, sound technicians, truck loaders, and unloaders, and set up tear down personnel; excluding all employees included in the AFSCME Local 60 bargaining unit, supervisors, managerial, confidential, and executive employees.
- B. Further, the terms of this agreement will not apply to work performed for events sponsored by residence organizations with whom practice has been established as to working conditions and crews. Such resident organization are Dane County, State of Wisconsin not-for-profit arts organizations, possessing a current 501 (c) (3) federal tax classification, and are defined as frequent and/or long term users of the facility. This exclusion will not apply if the resident organization co-sponsors an event with a commercial, for profit presenter/promoter.

## ARTICLE III NO STRIKE OR LOCKOUT

- A. NO STRIKE: The Union recognizes the validity of Section 111.70 (4) (L) of the Wisconsin Statutes and agrees not to support any action in violation of said statutes. The Union agrees that for the duration of this Agreement, Union officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down or interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that

they are in violation of this Agreement and should end such strike, work stoppage, walkout or interruption or impeding of work.

- B. NO LOCKOUT: The City will not lock out employees.

#### ARTICLE IV MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement and such powers or authority are retained by the City.

These Management Rights include, but are not limited to, the following:

- A. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; to manage and direct the employees of the City; to hire, schedule, promote, transfer, assign, train, or retain employees in positions within the City; to suspend, demote, discharge, or take other appropriate action against the employees for just cause. The Employer agrees to furnish the Union with a copy of any written suspension or discharge action taken by the City against any permanent employee within seven (7) calendar days of said action. The Union agrees that the Employer's failure to provide said copy shall not constitute failure to have disciplined for just cause.
- B. Access to Local 251 daily call sheet this information is to provide management rights to prioritize and provide any stagehand workers necessary legal employment paperwork.
- C. To determine the size and composition of the workforce, to eliminate or discontinue any job or classification and to lay off employees.
- D. To determine the mission of the City and the methods and means necessary to efficiently fulfill that mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; the utilization of students, and/or temporary, provisional, or military leave replacement employees.
- E. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in public interest and consistent with the requirements of this agreement.
- F. It is further understood and agreed that all expenditures or compensation to be paid employees in accordance with this Agreement must first meet the requirements and procedures required by law and the provisions of the Madison General Ordinances and the Wisconsin Statutes.
- G. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee. Supervisory personnel outside of the bargaining unit shall be precluded from performing bargaining unit work,

except in emergency situations, or, in those instances, where the job description requires the supervisor to perform such work as a minor portion of his/her work time.

- H. Contracting and Subcontracting: The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights.
- I. Should the City find it desirable to transfer the operation of any department or division to another government agency, the City shall consider the impact of such transfer on its employees and shall notify the Union of such contemplated action. The parties shall meet and confer regarding the impact of such transfers on employees.
- J. The obligations of the City as expressed or intended by the Wisconsin Statutes dealing with adoption of the municipal budget. The obligations and jurisdiction of the City, its officers, boards, committees or commissions.
- K. The City retains the right to establish responsible work rules and rules of conduct. Any dispute with respect to these work rules shall not in any way be subject to arbitration of any kind, but any dispute with respect to reasonableness of the application of said rules may be subject to the grievance procedure as set forth in Article VII of this agreement.

## ARTICLE V WAGES, BENEFITS, AND CONDITIONS

- A. During the term of this Agreement, the Employer and the Union agree that all payments of wages will be in accordance with the wage rates as set forth below.

All wage rates will be effective on the first day of the payroll period including the effective date listed in the salary schedule. Other terms and conditions of employment are detailed in the City of Madison General Municipal Employee handbook Appendix C.

Hourly Wage Rates 2025 the rates will be increased as follows:

Title	New Contractual Hourly Rate 1/1/2025 3.0%
Hand	\$25.10
Pusher	\$17.55
Rigger	\$31.19
Climber	\$46.76
Vote/AV	\$31.19
Loader	\$34.31
Show Key	\$42.87
Steward	\$29.90
Head	\$27.65

- B. Health Insurance: The City will pay an amount equal to the 12% of the total gross wages earned by a stagehand to the IATSE Health and Welfare Plan. These payments will be made monthly and must be received within 15 days of the end of the month in which wages are earned. In conjunction with each payment, the employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, their dates of employment, their gross earnings as well as the amount of contributions paid for them.

## ARTICLE VI SAVINGS CLAUSE

It is the intent of the parties that nothing in this agreement conflicts with either state or federal law and should this occur during the term of this agreement such provision shall become null and void.

## ARTICLE VII MISCELLANEOUS

The Union and City recognize that they each have statutory and charter rights and or obligations. Notwithstanding any other provision of this agreement to the contrary, the Union and the City reserve the right to enforce any other legal rights to which they either by law or equity are entitled.

## ARTICLE VIII DURATION OF AGREEMENT

This Agreement is to be in full force and binding upon the parties hereto, from the January 1, 2025 to December 31, 2025. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the termination of this Agreement.

This Agreement is the only Agreement between the parties concerning the matters contained herein and supersedes all prior agreements.

Dated at Madison, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

For the City of Madison

For the International Alliance  
of Theatrical Stage Employees,  
Moving Picture Technicians, Artists  
And Allied Crafts of the United States,  
Its Territories And Canada.  
Local 251, Madison, WI.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
IATSE PRESIDENT

\_\_\_\_\_  
FINANCE DIRECTOR

\_\_\_\_\_  
IATSE VICE PRESIDENT

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
IATSE BUSINESS AGENT

\_\_\_\_\_  
EMPLOYEE/LABOR RELATIONS MANAGER

\_\_\_\_\_  
IATSE UNION REPRESENTATIVE

Approved as to form only, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY ATTORNEY

## APPENDIX A EMPLOYEE CONTRACT GRIEVANCE REPORT

**Instructions:**

See the appropriate collective bargaining agreement for time limits and procedures for presenting and acting on grievances. A copy of this grievance must be filed with the Office of Labor Relations when it is submitted.

If this is a group grievance, use name and address, and attach a sheet listing the names and classifications of other grievants.

<b>Grievance Step - Circle One</b>		
<b>1</b>	<b>2</b>	<b>3</b>

NAME (LAST, FIRST, MI)		JOB TITLE	
DEPARTMENT/DIVISION	WORK LOCATION		EMPLOYEE'S HOME ADDRESS
BARGAINING UNIT	EMPLOYEE'S WORK PHONE NO.	EMPLOYEE'S HOME PHONE NO.	
This grievance alleges violation of Article(s) _____ Section(s) _____ of the Labor Agreement.			DATE OF ALLEGED GRIEVANCE
DESCRIBE THE GRIEVANCE - STATE ALL FACTS, INCLUDING TIME, PLACE OF INCIDENT, NAMES OF PERSONS INVOLVED, ETC. (ATTACH ADDITIONAL SHEETS IF NECESSARY).			
RELIEF SOUGHT:			
EMPLOYEE'S SIGNATURE	UNION/ASSOCIATION REPRESENTATIVE'S SIGNATURE		DATE FILED WITH EMPLOYER
EMPLOYER REPRESENTATIVE'S ANSWER			
EMPLOYER REPRESENTATIVE'S SIGNATURE	TITLE	DATE GRIEVANCE RECEIVED	DATE GRIEVANCE ANSWERED



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88677**

**File ID:** 88677

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/06/2025

**File Name:** Authorizing the Mayor and City Clerk to amend the contract for Purchase of Services (Architect) with Engberg Anderson, Inc. to provide extra professional architectural and engineering consultant design services and construction administrative services for

**Final Action:**

**Title:** Authorizing the Mayor and City Clerk to amend the contract for Purchase of Services (Architect) with Engberg Anderson, Inc. to provide extra professional architectural and engineering consultant design services and construction administrative services for the expanded design and construction scope at the existing Warner Park Community Recreation Center located at 1625 Northport Drive. (District 12)

**Notes:** Amy Scanlon

**Sponsors:** Julia Matthews

**Effective Date:**

**Attachments:** 9170 Contract Amendment 04 (EA Signed).pdf

**Enactment Number:**

**Author:** Jim Wolfe, City Engineer

**Hearing Date:**

**Entered by:** hfleegel@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/24/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Board of Public Works (7/2/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Board of Public Works.						
1	FINANCE COMMITTEE	07/01/2025	Referred	BOARD OF PUBLIC WORKS			
	<b>Action Text:</b> This Resolution was Referred to the BOARD OF PUBLIC WORKS						
1	BOARD OF PUBLIC WORKS	07/02/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	07/15/2025		Pass

**Action Text:** A motion was made by Ald. Lankella, seconded by Ald. Guequierre, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE and should be returned by 7/15/2025. The motion passed by voice vote/other.

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## **Text of Legislative File 88677**

### **Fiscal Note**

The proposed resolution authorizes the Mayor and City Clerk to execute amendment #4 to the contract for Purchase of Services (Architect) with Engberg Anderson, Inc. to provide additional professional design services for the expansion at the existing Warner Park Community Recreation Center located at 1625 Northport Drive at an additional cost of \$1,360. The original Purchase of Services Contract with Enberg Anderson, Inc. was approved via RES-22-00527 (Legistar #72262) on August 2, 2022 for an estimated cost of \$353,155. The first amendment to the contract was approved via RES-24-00135 (Legistar #81984) on March 5, 2024 for an additional \$53,800. The second amendment to the contract was approved via RES-24-00470 (Legistar #83887) on July 16, 2024 for an additional \$3,080. The third amendment extended the contract term to September 30, 2026 and had no fiscal impact. If approved, the total contract amount will be \$403,695. Funding for the revised contract is available in the 2025 Parks Division's Adopted Capital Budget (Munis #17196). No additional appropriation is required.

### **Title**

Authorizing the Mayor and City Clerk to amend the contract for Purchase of Services (Architect) with Engberg Anderson, Inc. to provide extra professional architectural and engineering consultant design services and construction administrative services for the expanded design and construction scope at the existing Warner Park Community Recreation Center located at 1625 Northport Drive. (District 12)

### **Body**

WHEREAS the 2024 Capital Budget includes funding for the Warner Park Community Recreation Center Expansion; and,

WHEREAS, the Engineering Division requires consulting services in order to complete the Pre-Design, Schematic Design, Design Development, Construction Documentation, Bidding, Construction Administration, and Warranty phases of the project; and,

WHEREAS, Engberg Anderson, Inc. was selected through a "Request for Proposal" process, and is the final selection candidate in accordance with MGO Section 4.26 of Madison General Ordinances and in accordance with Administrative Procedure Memorandum No. 3-3, "Retaining Architect, Professional Engineers, Designers and Land Surveyors for Consultant Service;" and,

WHEREAS, the original contract for Purchase of Services (Architect) with Engberg Anderson, Inc. was executed August 22, 2022 (Contract #9170); and,

WHEREAS, the previously planned expansion project was being designed and revised to align with the limited project budget; and

WHEREAS, the landscape planting plan was designed to align with the project budget and City provided plant lists; and

WHEREAS, the Parks Division requested to change some plantings to include native pollinators; and

WHEREAS, the new planting plan requires additional design and coordination by the



consultant;

WHEREAS, the existing contract term is changing to include the 12 month warranty period and now expires September 30, 2026; and

WHEREAS, the total compensation of this contract including amendment #4 shall not exceed \$403,695; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are authorized to sign contract amendment #4 with Engberg Anderson, Inc. to provide extra professional architectural and engineering design services and construction administration services for the expanded design and construction scope at the existing Warner Park Community Recreation Center located at 1625 Northport Drive.



## Finance Department

David P. Schmiedicke, Finance Director

City-County Building, Room 406  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4521  
Fax: (608) 266-5948  
[finance@cityofmadison.com](mailto:finance@cityofmadison.com)  
[www.cityofmadison.com/finance/purchasing](http://www.cityofmadison.com/finance/purchasing)

Purchasing Services

### **AMENDMENT # 04 to the Contract For Purchase of Services (#9170) between the City of Madison and Enberg Anderson, Inc.**

The City of Madison and Contractor listed above agree to amend the Contract for Purchase of Services executed by the City on 8-22-22 and as amended on 4-15-24 and 8-27-24 and 10-30-24 ("Original Contract"), as follows:

1. Revise Section 3 of the original contract Scope of Services to include changing the landscape planting design per revisions sent to Enberg Anderson as described in Attachment B for the Warner Park Community Recreation Center located at 1625 Northport Drive. The original scope for the project did not include these professional services. See Attachments A and B.
2. Revise Section 23 of the original contract – COMPENSATION. It is expressly understood and agreed that in no event will the total compensation under this contract exceed \$403,695 (addition of \$1,360).
3. Extend the term of the contract in Section 4 to September 30, 2026.
4. All other provisions of the Original Contract shall remain unchanged and in full force and effect.
5. Electronic Signature and Delivery. Signatures on this Amendment may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Amendment may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies of this Amendment may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Amendment, fully executed, shall be as valid as an original.
6. Authority to Sign. The person signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this amendment on the Contractor's behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**CONTRACTOR:**

Engberg Anderson, Inc.  
(Type or Print Name of Contracting Entity)

By: \_\_\_\_\_  
(Signature)

William Robison, AIA, President  
(Print Name and Title of Person Signing)

Date: June 4, 2025

**CITY OF MADISON, WISCONSIN  
a municipal corporation:**

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

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

**Approved:**

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

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

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

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

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

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

\_\_\_\_\_  
Michael Haas, City Attorney

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



## A/E/CONSULTANT PROPOSAL

---

May 5, 2025

To:

Amy Scanlon, Project Manager  
 City of Madison, Department of Public Works  
 Engineering Division  
 City County Building, Room 115  
 210 Martin Luther King, Jr. Blvd.  
 Madison, WI 53703-3342  
[ascanlon@cityofmadison.com](mailto:ascanlon@cityofmadison.com)

Project Name: Warner Park Community Recreation Center Expansion  
 Contract Number: 9170  
 Engberg Anderson Project Number: 223471

Engberg Anderson, Inc. is submitting this proposal for additional design services related to scope requests and changes to the consultant team.

### SCOPE OF BASIC SERVICES

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**A. PROJECT SCOPE:**

This proposal covers updates to the landscaping plan per revisions sent to Drew Kemp-Baird on May 1<sup>st</sup>.

**B. PROJECT BUDGET:**

These changes will be issued as a Construction Bulletin. The General Contractor will provide a quote upon review of the Construction Bulletin.

**C. SCHEDULE OF SERVICES:**

The design team will provide the following additional services in accordance with the increased project scope.

***Construction Bulletin to Revise Landscaping Plan***

***\$1,360***

Revise landscaping drawings to incorporate changes. (8 hrs.)  
 Prepare and issue Construction Bulletin. (2 hrs.)

**D. A/E/CONSULTANT TEAM:**

Unchanged from Contract and Amendment No. 1.

**E. SERVICES:**

Unchanged from Contract.

**F. DELIVERABLES:**

Unchanged from Contract.

**G. FEE:**

We propose the following Fee for the Additional Services:

**Total Lump Sum Fee of \$1,360.**

(Includes overhead costs such as travel, lodging, meals, reproduction of drawings for design meetings, handling and postage, telephone, faxes, etc.)

**H. REIMBURSABLE EXPENSES:**

Unchanged from Contract.

Sincerely,

A handwritten signature in black ink, appearing to read 'William Robison', with a long horizontal flourish extending to the right.

William Robison, AIA  
President  
WR/dk-b

Y:\Madison Projects\2022 3429\223471 Warner Park Expansion\1-Project Administration\1-Contracts & Fees\1-Client\Change Order #4 - Landscaping\9170 AE Design CO #4.docx



Office of City Engineering  
**City Engineering**  
Room 115, City County Building  
210 Martin Luther King Jr. Boulevard  
Madison, WI 53703-3346  
TEL: 608/266-4751 FAX: 608/264-9275

**Exhibit K - Fee Proposal**  
**RFP 11040-2022-AM**  
**Contract # 9170**

**WARNER PARK COMMUNITY & RECREATION CENTER**  
**EXPANSION PROJECT**

DESIGN SERVICES		CONSULTANT	PRELIMINARY DESIGN		SCHEMATIC DESIGN		DESIGN DEVELOPMENT		CONSTRUCTION DOCUMENTS		BIDDING + CONTRACT		CONSTRUCTION ADMIN		WARRANTY		SUB-TOTAL		COST PER HOUR
			COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	
PROJECT BASIC SERVICES	PUBLIC ENGAGEMENT	ENGBERG ANDERSON	\$15,600	120	\$5,200	40											\$20,800	160	\$130.00
	ARCHITECTURE	ENGBERG ANDERSON	\$20,000	160	\$22,500	180	\$25,000	200	\$45,500	445	\$3,500	30	\$32,000	300	\$2,500	20	\$151,000	1,335	\$113.11
	INTERIOR	ENGBERG ANDERSON			\$2,500	20	\$5,000	44	\$7,500	70							\$15,000	134	\$111.94
	LANDSCAPE ARCHITECTURE	JSD PROFESSIONAL SERVICES	\$540	4	\$1,350	10	\$1,080	8	\$1,080	8	\$270	2	\$1,080	8	\$270	2	\$5,670	42	\$135.00
	CIVIL	JSD PROFESSIONAL SERVICES	\$2,700	20	\$3,240	24	\$4,320	32	\$4,725	35	\$540	4	\$2,970	22	\$270	2	\$18,765	139	\$135.00
	MECHANICAL	HEIN ENGINEERING GROUP	\$1,100	11	\$3,300	33	\$4,400	44	\$6,600	66	\$400	4	\$5,700	57	\$400	4	\$21,900	219	\$100.00
	ELECTRICAL	HEIN ENGINEERING GROUP	\$900	9	\$2,700	27	\$3,600	36	\$5,400	54	\$400	4	\$4,700	47	\$400	4	\$18,100	181	\$100.00
	PLUMBING	HEIN ENGINEERING GROUP	\$500	5	\$1,500	15	\$2,000	20	\$3,000	30	\$200	2	\$2,600	26	\$200	2	\$10,000	100	\$100.00
	STRUCTURAL	OTIE	\$700	5	\$1,900	14	\$7,100	52	\$8,200	61	\$1,180	8	\$4,200	31	\$540	4	\$23,820	175	\$136.11
	FIRE PROTECTION	HEIN ENGINEERING GROUP	\$400	4	\$1,300	13	\$1,800	18	\$2,700	27	\$200	2	\$2,300	23	\$200	2	\$8,900	89	\$100.00
	SIGNAGE	X															\$0	0	#DIV/0!
	TECHNOLOGY	HEIN ENGINEERING GROUP	\$500	5	\$1,500	15	\$2,000	20	\$3,000	30	\$200	2	\$2,600	26	\$200	2	\$10,000	100	\$100.00
	AUDIO VISUAL	HEIN ENGINEERING GROUP	\$300	3	\$800	8	\$1,100	11	\$1,600	16	\$100	1	\$1,300	13	\$100	1	\$5,300	53	\$100.00
	COST ESTIMATION	MCC	\$2,150	20	\$3,250	28	\$5,100	40	\$6,000	48							\$16,500	136	\$121.32
	ELEVATOR DESIGN	X															\$0	0	#DIV/0!
	LEED / SUSTAINABILITY	TEAM	\$400	4	\$8,600	76	\$8,600	76	\$2,500	15	\$200		\$2,300	15			\$22,600	186	\$121.51
		SUB-TOTAL		\$45,790	250	\$59,640	463	\$71,100	601	\$97,805	905	\$7,190	59	\$61,750	568	\$5,080	43	\$348,355	3,049
PROJECT ADD SERVICES	Acoustician	ARCGEOMETER			\$1,200	10	\$1,200	10	\$2,400	20							\$4,800	40	\$120.00
	AMENDMENT NO. 1 - Remove HEG	HEIN ENGINEERING GROUP (MEP+FP)					-\$14,900		-\$22,300		-\$1,500		-\$19,200		-\$1,500		-\$59,400	0	#DIV/0!
	AMENDMENT NO. 1 - Add JDR	JDR ENGINEERING (MEP+FP)					\$20,500		\$32,800		\$6,100		\$21,320		\$1,640		\$82,360	0	#DIV/0!
	AMENDMENT NO. 1 - Sustainability	TEAM											\$11,140				\$11,140	0	#DIV/0!
	AMENDMENT NO. 1 - Terrazzo & Ath. Equip.	ENGBERG ANDERSON					\$4,900		\$8,600		\$600		\$5,200		\$400		\$19,700	0	#DIV/0!
	AMENDMENT NO. 2 - Fire Alarm System	JDR ENGINEERING (MEP+FP)											\$3,080				\$3,080	0	#DIV/0!
	AMENDMENT NO. 3 - Revise LEED Fee	TEAM			-\$2,600		-\$2,700		-\$2,400								-\$7,700	0	#DIV/0!
	AMENDMENT NO. 4 - Landscape Revisions	JSD PROFESSIONAL SERVICES											\$1,050	8			\$1,050	8	\$131.25
	AMENDMENT NO. 4 - Landscape Revisions	ENGBERG ANDERSON											\$310	2			\$310	2	\$155.00
	SUB-TOTAL		\$0	0	-\$1,400	10	\$9,000	10	\$19,100	20	\$5,200	0	\$22,900	10	\$540	0	\$55,340	50	\$1,106.80
	TOTAL		\$45,790	250	\$58,240	473	\$80,100	611	\$116,905	925	\$12,390	59	\$84,650	578	\$5,620	43	\$403,695	3,099	\$130.27

NOTES	
1	INPUT FOR ALL GREEN CELLS IS REQUIRED BASED ON THE BASIC SERVICES THAT ARE IDENTIFIED IN 'EXHIBIT A: PROJECT SUMMARY, PROJECT GENERAL REQUIREMENTS, AND ANY POSTED ADDENDA PRIOR TO THE INTERVIEW.
2	INPUT FOR ALL YELLOW CELLS IS NOT REQUIRED. IF THE TEAM FEELS ADDITIONAL SERVICES WOULD BENEFIT THE PUBLIC INTEREST PLEASE INDICATE THEM WITHIN "PROJECT ADD SERVICES"
3	ALL WHITE AREAS ARE SELF TOTALING, A/E IS RESPONSIBLE FOR ENSURING ALL ROWS AND COLUMNS HAVE TOTALED PROPERLY. REPORT ANY ERRORS WITH THE FORM PRIOR TO THE DAY OF YOUR INTERVIEW.
4	
5	
6	
7	
8	
9	

**Notes:**

Provide a single hard copy of this proposal page in a separate sealed envelope with your RPF response packet. Refer to RFP instructions for additional information.

Ensure all items have been populated and your totals are correct both horizontally and vertically.

Please provide the point of contact information for this proposal. Your signature affirms that you will comply with the City of Madison Purchase of Services Contract (as written), Liability Insurance requirements, and Affirmative Action requirements provided in the original RFP.

Name Jim Brown

Firm Engberg Anderson, Inc.

Phone 608-250-0100

Email jimb@engberganderson.com

Signature \_\_\_\_\_

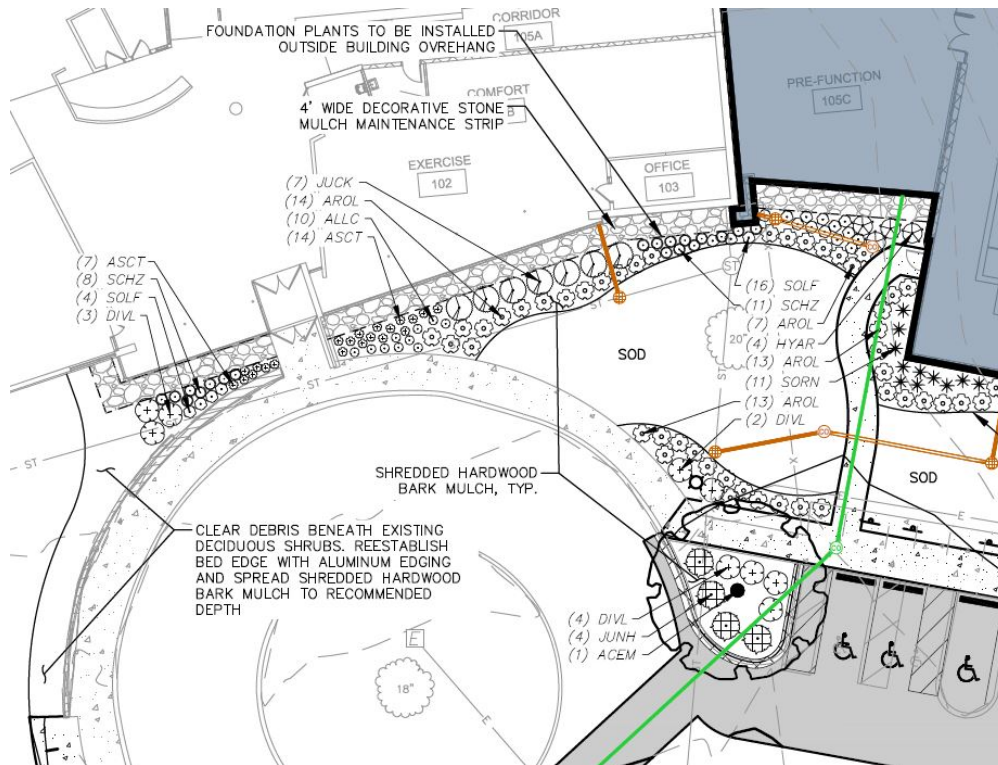
Date 6/1/2022

## Warner Community Center Landscaping Substitutions

*The below suggestions for the landscape design are intended to make it easier to maintain as well as provide higher quality pollinator habitat with a season-long succession of blooms and a softer look that mimics the shortgrass prairie ecosystem, complimenting the environmental education that happens here.*

- Megan McCrumb, Ecology Leadworker

- Replace **each** JUCK (Juniperus chinensis `Pfitzerana Kallays Compacta` Kally Pfitzer Compact Juniper) with **1 Shrubby St. John's wort**
- Replace **each** JUNH (Juniperus horizontalis Creeping Juniper) with **3 prairie dropseed (1#) plus 3 Stiff Coreopsis, 3 Wild Strawberry and 1 Aromatic aster in plugs.**
- Switch **all** cultivar Hydrangeas with **Wild Hydrangea, *Hydrangea arborescens***
- Sub the 3 GLTR with 2 **Early Glow Buckeye** with 1 **Tulip Tree** in the middle.
- Near the bioretention, please either moved the JUNC further away to the north of the bio. (they make it difficult to burn and will eventually put lots of shade on the bioretention veg.) or please replace with **AMEG**
- Switch **each** AROL in the below snip image to **1 Prairie dropseed, 2 Wild Petunia, 1 Monarda punctata and 2 Prairie smoke**
  - If possible, please alter the design so that the prairie dropseed is interspersed throughout the ASCT and ALLC area and that the ASCT and ALLC are interspersed with the Wild petunia, Penstemon digitalis and Prairie smoke all along the front. It would be a bonus to also add at least 3 **Aromatic asters** for fall bloom.
- Switch each ACEM maple tree with swamp white oak (Urban approved)
- Switch all Indian grass to **Heavy Metal Switchgrass** (to ensure it doesn't flop over or spread too aggressively)



**Substitution Summary Table:**

Code	Original species	Quantity in original	Substitution Species	Quantity substituted	Notes
JUCK	Juniperus chinensis ` Pfitzerana Kallays Compacta `	7	Shrubby St. John's Wort, <i>Hypericum prolificum</i>	7	
JUNH	Juniperus horizontalis Creeping Juniper	8	Prairie dropseed, <i>Sporobolus heterolepsis</i>	3	1#
			Wild Strawberry, <i>Fragaria virginiana</i>	3	plugs
			Stiff Coreopsis, <i>Coreopsis palmata</i>	3	plugs
			Aromatic Aster, <i>Symphyotrichum oblongifolium</i>	1	plugs



HYAR	Hydrangea arborescens `Incrediball` Incrediball White Hydrangea	4	Wild Hydrangea, <i>Hydrangea arborescens</i>	4	Better for pollinators
GLTR	Gleditsia triacanthos inermis 'Draves' Street Keeper® Honey LocustHoney Locust	3	Ohio Buckeye “Early Glow”, <i>Aesculus glabra</i> ‘Early Glow’	2	Earlier leaves and blooms
			Tulip Tree, <i>Liriodendron tulipifera</i>	1	Place in the middle of Buckeyes.
JUNC	Juniperus virginiana 'Canaertii' Canaerti Eastern Redcedar	3	Robin Hill Apple Serviceberry, <i>Amelanchier x grandiflora</i> 'Robin Hill' (Multi-Stem)	3	Less points but adding more perennials per shrub sub. Will make up for it
AROL	Aronia melanocarpa `UCONNAM165` TM Low Scape Mound Chokeberry	40	Prairie dropseed, <i>Sporobolus heterolepsis</i>	40	#1
			Spotted beebalm, <i>Monarda punctata</i>	40	plug
			Prairie Smoke, <i>Geum triflorum</i>	80	plug
			Wild petunia, <i>Ruellia humilis</i>	80	plug
ACEM	Acer miyabei 'Morton' State Street Maple	2	Swamp White Oak, <i>Quercus bicolor</i>	2	Urban approved
SORN	Sorghastrum nutans Indian Grass	43	Heavy Metal Switchgrass, <i>Sorgum nutans</i> ‘Heavy Metal’	43	Better suited for landscapes



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88724**

**File ID:** 88724

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** 13152 TID 42 - 2025 Project Plan Amendment

**Final Action:**

**Title:** Approving the Amendment to the Project Plan for Tax Incremental District (TID)  
#42 (Wingra), City of Madison. (District 13)

### Notes:

**Sponsors:** Tag Evers

**Effective Date:**

**Attachments:** TID 42 Legal Description.pdf, 12933 TID 42 2025  
Project Plan Amendment -FINAL 6-5-2025.pdf

**Enactment Number:**

**Author:** Terrell Nash, Real Estate Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/7/25), Plan Commission (6/23/25), Common Council (7/15/23)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Plan Commission						
1	FINANCE COMMITTEE	06/17/2025	Referred	PLAN COMMISSION		06/23/2025	
	<b>Action Text:</b> This Resolution was Referred to the PLAN COMMISSION						
1	PLAN COMMISSION	06/23/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Solheim, seconded by Field, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> On a motion by Solheim, seconded by Ald. Field, the Plan Commission voted to return the Tax Increment District amendment to Finance Committee with a recommendation for approval. The motion passed by voice vote/other.						

### Text of Legislative File 88724

#### Fiscal Note

The proposed resolution authorizes a project plan amendment to TID 42 - Wingra Clinic. The

amendment includes an additional \$1,416,000 in TID-supported borrowing for S Park St utilities. Transportation's 2026 Capital Budget request includes this TID-supported borrowing for utility work related to the North-South BRT project (project #13665). Use of this funding is contingent on adoption of the 2026 Capital Budget by Common Council in addition to approval of this project plan amendment. The proposed amendment brings the total of TIF-supported costs to \$44,989,000 million with a total financing cost of \$7,562,000. No additional City appropriation is required with adoption of this project plan amendment.

**Title**

Approving the Amendment to the Project Plan for Tax Incremental District (TID) #42 (Wingra), City of Madison. (District 13)

**Body**

WHEREAS Chapter 105 of the Laws of 1975 of the State of Wisconsin created the Tax Increment Law (the "TIF Law"), Section 66.1105, Wisconsin Statutes; and

WHEREAS TIF Law sets forth certain steps which must be followed to amend a Tax Incremental Project Plan; and

WHEREAS a Notice of Public Hearing by the Plan Commission to afford interested parties an opportunity to express their views on the amendment to the TID Project Plan for TID 42 was published in the Wisconsin State Journal on June 6 and June 13, 2025, as required by TIF Law; and

WHEREAS prior to publication of the Notice of Public Hearing a copy of the Notice was sent by first-class mail to each of the chief executive officers or administrators of all local governmental entities having the power to levy taxes on property within the boundary of TID 42; and

WHEREAS the Plan Commission of the City of Madison held a public hearing on June 23, 2025, at which interested parties were afforded an opportunity to express their views on the proposed amendment to the Project Plan for TID 42; and

WHEREAS the Plan Commission has made the following findings as indicated in the attached report:

1. No less than 50%, by area, of the real property within the TID is blighted within the meaning of 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.

WHEREAS the Plan Commission has determined that the TID meets the basic requirements of City TIF Policy for tax incremental district proposals adopted by the Common Council on April 17, 2001, amended on March 31, 2009, and amended again on February 25, 2014 (insofar as they are applicable to the amendment of a project plan), conforms to the Comprehensive Plan for the City of Madison and is consistent with the review criteria adopted at the same time, specifically, that the TID supports economic development activities intended to stabilize and diversify the City's economic base.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby confirms and adopts the above recitals and finds that:

1. No less than 50%, by area, of the real property within the amended TID boundary is blighted within the meaning of Section 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.
4. The project costs relate directly to eliminating blight.
5. TID 42 (Wingra) is hereby declared a blighted area district.
6. The percentage of territory devoted to retail businesses within TID 42 (Wingra) is under thirty-five (35%) percent and is expected to remain below 35% at the end of the maximum expenditure period.
7. The boundaries of TID 42 (Wingra) are not changing.

BE IT STILL FURTHER RESOLVED that the attached amended Project Plan for TID 42 (Wingra), City of Madison, is hereby adopted as of January 1, 2025, as the Project Plan for said District and such plan is feasible and in conformity with the Comprehensive Plan for the City of Madison and will add to the sound growth of the City.

## LEGAL DESCRIPTION

Part of the Northeast 1/4, the Southeast 1/4, the Southwest 1/4, and the Northwest 1/4 of Section 26, Township 07 North, Range 09 East of the 4th Principal Meridian, City of Madison, Dane County, Wisconsin, described as follows:

**Beginning** at the northeasterly corner of Lot 1, Block 4, Fiore Plat<sup>1</sup>, also being the southerly right of way of High Street and the westerly right of way of Fish Hatchery Rd; thence westerly along said southerly right of way of High Street, 120.00 feet, more or less, to the intersection with the southerly extension of the westerly line of Lot 5; thence northerly, 60.00 feet, more or less, to the southwesterly corner of Lot 5, Block 2 of said Fiore Plat; thence northerly along the westerly line of Lots 1-5, said Block 2, 275.00 feet, more or less, to the southerly right of way of S. Brooks Street; thence continuing northerly, 66.00 feet, more or less, to the southeasterly corner of Lot 4, Block 1 of said Fiore Plat; thence westerly along the northerly right of way of said Brooks Street, 54.65 feet, more or less, to the southwesterly corner of said Lot 4; thence northeasterly 152.75 feet, more or less, to the northwesterly corner of said Lot 4, also being on the southwesterly line of Lot 1, Block 1 of said Fiore Plat; thence northwesterly along said southwesterly lot line, 110.1 feet, more or less, to the westerly corner of said Lot 1; thence northeasterly along the northwesterly line of said Lot 1, also being the southeasterly line of Lot 9, Block 1, Vogel's Addition to the City of Madison<sup>2</sup>, 73.6 feet, more or less, to the southeast corner of said Lot 9; thence continue northeasterly along said northwesterly line of said Lot 1, 24.0 feet, more or less, to the northeasterly line of a private right of way; thence northwesterly parallel with and 24 feet northeasterly of and perpendicular measure to the northeasterly line of said Vogel's Addition Plat line, and along the northeasterly line of said private right of way, 492.8 feet, more or less, to the northerly corner of said private right of way, also being the southeasterly right of way of Haywood Drive (platted as Ridgewood Avenue); thence northerly, 72.75 feet, more or less, to the southerly corner of Lot 1, Block 2, Back Bay Subdivision<sup>3</sup> and the northerly right of way of said Haywood Drive, also being the southeasterly corner of Lot 6, said Block 2; thence northwesterly along the southwesterly line of Lots 1-5, of said Block 2, 204.3 feet, more or less, to the northwesterly corner of Lot 5, said Block 2, and the southeasterly right of way of Delaplaine Court (platted as Wingra Court); thence northwesterly, 37 feet, more or less, to the southeasterly line of Lot 2, Certified Survey Map No. 11314<sup>4</sup>, and the northwesterly right of way of said Delaplaine Court; thence northeasterly along said northwesterly right of way, 100.0 feet, more or less, to the southeasterly corner of said Lot 2, and the southwesterly right of way of S. Park Street (U.S.H. 151); thence northeasterly 149 feet, more or less, to the northwesterly corner of Lot 1, Certified Survey Map No. 12999<sup>5</sup> and the northeasterly right of way of S. Park Street (U.S.H. 151); thence easterly along the northerly line of said Lot 1, 92.42 feet, more or less, to the northeasterly corner of said Lot 1, also being the northwest corner of Lot 1, Plat of Addition to West Bay<sup>6</sup>; thence southeasterly along the northeast line of said C.S.M. 12999 and along the northeast line of Lots 6-8, Plat of West Bay<sup>7</sup>, 261.60 feet, more or less, to the easterly corner of Lot 8, said Plat of West Bay; thence southwesterly along the southeasterly line of said Lot 8, 99.4 feet, more or less, to the northeasterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along the northeasterly line of S. Park

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<sup>1</sup> Fiore Plat, recorded in Vol. 10 of Plats, page 22, as Doc. No. 649933

<sup>2</sup> Vogel's Addition to the City of Madison, recorded in Vol. 13 of Plats, page 41, as Doc. No. 796988

<sup>3</sup> Back Bay Subdivision, recorded in Vol. 2 of Plats, page 52, as Doc. No. 248744

<sup>4</sup> Certified Survey Map No. 11314, recorded in Vol. 68 of Certified Survey Maps, page 229-232, as Doc. No. 4017355

<sup>5</sup> Certified Survey Map No. 12999, recorded in Vol. 83 of Certified Survey Maps, page 74-78, as Doc. No. 4701287

<sup>6</sup> Plat of Addition to West Bay, recorded in Vol. 4 of Plats, page 17A, as Doc. No. 322235

<sup>7</sup> Plat of West Bay, recorded in Vol. 4 of Plats, Page 16, as Doc. No. 287140

Street (U.S.H. 151), 360.0 feet, more or less, to the northwesterly line of Lot 18, said Plat of West Bay; thence northeasterly along the northwesterly line of said Lot 18, 100.0 feet, more or less, to the northerly corner of said Lot 18; thence southeasterly along the northeasterly line of said Lot 18, 26.6 feet, more or less, to the easterly corner thereof, said point also being on a line 100.0 feet perpendicular measure to and parallel with the easterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along said parallel line, 54.75 feet, more or less, to a point 34 feet, more or less, northeasterly from the easterly corner of Lot 19 of said Plat of West Bay and perpendicular measure to the right of way of said S. Park Street (U.S.H. 151); thence southwesterly, perpendicular to said S. Park Street, 34 feet, more or less, to the southeasterly corner of said Lot 19; thence southwesterly along the southeasterly line of said Lot 19, 65.8 feet, more or less, to the northeasterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along the northeasterly right of way of S. Park Street (U.S.H. 151), 388.5 feet, more or less, to the northwest line of the southeast 8 inches of Lot 22, Block 10, South Madison<sup>8</sup>; thence northeasterly along said northwest line, 100.00 feet, more or less to the northeast line of the southwest 120 feet of said Lot 22; thence southeasterly along said northeast line, 8 inches, more or less to the southeast line of said Lot 22; thence northeasterly along said southeast line of Lot 22, 30 feet, more or less to the northeast line of the southwest 150 feet of Lot 21, Block 10, of said South Madison; thence southeasterly along said northeast line, 50.0 feet, more or less to the south line of said Lot 21; thence northeasterly along said south line of Lot 21, 9.75 feet, more or less, to the northeast line of the southwest 159.75 feet of Lot 20, Block 10, South Madison; thence southeasterly along said northeast line, 50.00 feet, more or less, to the northwesterly line of Lot 13, Block 10, Richmond Replat<sup>9</sup>; thence southwesterly along said northwesterly line, 0.58 feet, more or less, to the northeasterly corner of Lot 19, Block 10, South Madison; thence southerly along the westerly line of aforementioned Lot 13, also being the easterly line of Lots 18 and 19, said Block 10, 127 feet, more or less, to the northerly right of way of W. Lakeside Street and the southeast corner of said Lot 18; thence southeasterly, 127.1 feet, more or less, to the northeasterly corner of Lot 15, Block 6, of said South Madison, and the southerly right of way of said W. Lakeside Street and the southwesterly right of way of an alley; thence southeasterly along said southwesterly line, 264.67 feet, more or less, to the northeasterly corner of Lot 10 said Block 6, also being on the westerly line of Lot 8 of said Block 6; thence southerly along said westerly line, 87.85 feet, more or less, to the southwesterly corner of said Lot 8, and the northerly right of way of Emerson Street; thence southeasterly, 116.6 feet, more or less, to the northeasterly corner of Lot 10, Block 3 of said South Madison, and being the southerly right of way of said Emerson Street and being the southwesterly right of way of an alley; thence southeasterly along said southwesterly line of an alley, 191.15 feet, more or less, to the southwesterly corner of the alley and to an easterly corner of Lot 6, of said Block 3; thence easterly along the northeasterly line of said Lot 6, 2.85 feet, more or less, to the northeast corner of Lot 6, said point also being the northwesterly corner of Lot 4 of said Block 3; thence southerly along the westerly line of said Lot 4, 150 feet, more or less, to the southwesterly corner of said Lot 4, and the northerly right of way of W. Olin Avenue (platted as Pond Street); thence southwesterly, 68 feet, more or less, to the intersection of the northeasterly right of way of S. Park Street (U.S.H. 151) with the south right of way of said W. Olin Avenue, and the north line of Woodlawn Addition to South Madison<sup>10</sup>; thence southeasterly along said northeasterly right of way, to the intersection with the northerly right of way of Spruce Street; thence easterly along said northerly right of way of Spruce Street, 143.2 feet, more or less, to the southwesterly corner of Lot 16, Block 1, Woodlawn Addition to South Madison<sup>11</sup>; thence southwesterly, 66.25 feet, more or less, to the

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<sup>8</sup> South Madison, recorded in Vol. A of Plats, page 20, as Doc. No. 180760

<sup>9</sup> Richmond Replat, recorded in Vol. 2 of Plats, page 6A, as Doc. No. 438487

<sup>10</sup> Woodlawn Addition to South Madison, recorded in Vol. 2 of Plats, page 6, as Doc. No. 223816

<sup>11</sup> Woodlawn Addition to South Madison, recorded in Vol. 2 of Plats, page 6, as Doc. No. 223816

intersection of the southerly right of way of said Spruce Street with the easterly line of that parcel of land described in Warranty Deed<sup>12</sup>; thence southerly along said easterly line, 150 feet, more or less, to the southeasterly corner thereof, said point also being on the northerly right of way of an alley; thence southerly, 18 feet, more or less, to the intersection of the northeasterly right of way of S. Park Street (U.S.H. 151) with the southerly line of said alley;

thence southeasterly along the northeasterly right of way of said S. Park Street (U.S.H. 151), 80.96 feet, more or less, to a bend point in said right of way; thence southeasterly along said northeasterly right of way, 106.93 feet, more or less, to northerly right of way of Cedar Street; thence easterly along the northerly line of said Cedar Street, 150.00 feet, more or less, to the southeasterly corner of Lot 26, of said Block 2; thence southerly, 66 feet, more or less, to the southerly right of way of said Cedar Street, also being the intersection of the east line of the westerly 10 feet of Lot 2, Block 6, said Woodlawn Addition to South Madison with said right of way; thence southerly along said east line, 110.00 feet, more or less, to the northeasterly right of way of Beld Street (platted as Oregon Street), said point being on the southwesterly line of said Block 6; thence southeasterly along said northeasterly right of way, 222.6 feet, more or less, to a bend point of said Block 6; thence southeasterly along said northeasterly right of way, 45.2 feet, more or less, to the intersection thereof with the northerly right of way of Pine Street; thence southeasterly along said northeasterly right of way of Beld Street to the northwesterly corner of Lot 1, Block 7, Block Seven Woodlawn<sup>13</sup>; thence southeasterly along said northeasterly right of way, 168.33 feet, more or less, to the northerly right of way of an alley and the southwest corner of Lot 2, Block 7, of said Block Seven Woodlawn; thence easterly along said northerly right of way, 303.05 feet, more or less, to the southeasterly corner of Lot 8, said Block 7, and the northwesterly right of way of Gilson Street (platted as Maple Street); thence northeasterly along said northwesterly right of way to a point 76.08 feet southwesterly of the northeasterly corner of Lot 9, Block 3, Woodlawn Addition to Madison, also being the southeasterly corner of Warranty Deed<sup>14</sup>; thence easterly, 70 feet, more or less, to the southwesterly corner of Lot 6, Block 4, said Woodlawn Addition to South Madison; thence southeasterly along the south line of said Lot 6, 181.75 feet (179.8 feet per Woodlawn Addn to South Madison), more or less, to the southeast corner of said Lot 6; thence southeasterly along the southeasterly extension of the south line of said Lot 6 to a line parallel with and distant 15 feet westerly, measured radially, from the centerline of the main track of the Chicago and Tomah railroad company (now the Union Pacific Railway Company); thence northeasterly, along said parallel line, to the southeasterly extension of the north line of said Lot 6; thence northwesterly along said southeasterly extension to the northeast corner of said Lot 6 said Woodlawn Addition to South Madison, and to the southeast corner of Lot 5, also being the westerly right of way of aforementioned railroad; thence northerly along said westerly right of way, and along a curve to the left, also being the easterly line of Block 4 of said Woodlawn Addition to South Madison, 300.5 feet, more or less, to the southeasterly corner of Block 2, of Maple Court<sup>15</sup>; thence northerly along the easterly line of said Block 2, also being said railroad westerly right of way, 336.5 feet, more or less, to the northeasterly corner of said Block 2, and the south right of way of W. Olin Avenue; thence easterly along said south right of way to a point 100 feet, more or less, westerly of the intersection of the northerly extension of Warranty Deed<sup>16</sup> with the south right of way line of W. Olin Avenue; thence southerly, 496.50 feet, more or less, to the northwesterly corner of Lot 1, Certified Survey Map 5781<sup>17</sup>; thence easterly along northerly line of said Lot 1, 20.19 feet, more or less, to the northeasterly corner of said Lot 1; thence southerly along the easterly line of said Lot 1, 731.35 feet, more or less, to a southeasterly corner of said C.S.M.; thence westerly along a southerly line of said C.S.M., 37.12 feet, more or less, to an easterly corner of said C.S.M.; thence southerly along an easterly line of said C.S.M. and an easterly line of Lot 2, said Certified Survey Map Number 5781, 308.57 feet, more or less, to the southeasterly corner of Lot 2 of said Certified Survey Map No. 5781; thence westerly along the southerly line of said Lot 2, 452 feet, more or less, to the southwesterly corner of said Lot 2, also being on the easterly right of way of Union Pacific Railroad, also being a point of curvature; thence southwesterly along said easterly right of way, and along a curve to the right, 568.5 feet, more or less, to the northwest corner of Lot 12, Block 2 of Fair View Addition to South Madison<sup>18</sup> and to the easterly right of way of Beld Street; thence southwesterly 76.75 feet, more or less, to the intersection of the southeasterly right of way of Union Pacific Railroad with the westerly right of way of Beld Street as presently located per surplus railroad disposal deed Document No. 1603243; thence southwesterly along the northwesterly line of said disposal deed Document no. 1603243, 259.1 feet, more or less, to the point of intersection with a straight line drawn between the most easterly corners of S Park Street right-of-

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<sup>12</sup> Warranty Deed, recorded in Volume 9230, page 28, as Doc. No. 1984057.

<sup>13</sup> Block Seven Woodlawn, recorded in Vol. 2 of Plats, page 25, as Doc. No. 237891A.

<sup>14</sup> Warranty Deed, Doc. No. 3184391

<sup>15</sup> Maple Court, recorded in Vol. 1 of Plats, page 33, as Doc. No. 213378

<sup>16</sup> Warranty Deed recorded in Volume 246 of Deeds, page 17, Doc. No. 341754a

<sup>17</sup> Certified Survey Map No. 5781, recorded in Vol. 27 of Certified Survey Maps, page 158-159, as Doc. No. 2129172, and corrected by Affidavit of Correction, recorded in Vol. 12837, page 36, as Doc. No. 2141048, and corrected by Affidavit of Correction, recorded in Vol. 12943, page 58, as Doc. No. 2145714.

<sup>18</sup> Fair View Addition to South Madison, recorded in Vol. 4 of Plats, page 7, as Doc. No. 281472A

way acquisition Document Nos. 761131 and 763144 representing the easterly right of way of S. Park Street (U.S.H. 151); thence westerly in a straight line, 167 feet, more or less, to the most easterly corner of that parcel of land described in Trustee Deed<sup>19</sup>, and the northwesterly right of way of Union Pacific Railroad, and to the west right of way of S. Park Street (U.S.H. 151); thence southwesterly along the southeasterly line of said Trustee Deed, and along the northwesterly right of way of said Union Pacific Railroad, 1089.75 feet, more or less, to the southeasterly corner of said Trustee Deed, and to the South line of the Southwest Quarter of Section 26, Township 07 North, Range 09 East; thence westerly along said South line, 206.6 feet, more or less, to the southwesterly corner of said Trustee Deed, also being the east line of Certified Survey Map Number (CSM#) 8380<sup>20</sup>; thence northerly along the westerly line of said parcel, and along the east line of said C.S.M., 218.00 feet, more or less, to a westerly corner of said Trustee Deed; thence northeasterly along the northwesterly line of said Trustee Deed, and the east line of said C.S.M., also being the southeast line of C.S.M.#4420<sup>21</sup>, 732.4 feet (734.8 ft per the platted distance from CSM 4420), more or less, to a westerly corner said Trustee Deed; thence northerly along the westerly line of said parcel, and along the east line of said C.S.M. #4420, 447.6 feet (447.48 ft per the platted distance from CSM 4420), more or less, to the northwest corner of said Trustee Deed, and to the south right of way of Plaenert Drive; thence easterly along said south right of way of Plaenert Drive, 424.0 feet, more or less, to the intersection thereof with the westerly right of way of S. Park Street (U.S.H. 151), also being the northeast corner of said Trustee Deed; thence northerly along the westerly right of way of S. Park Street (U.S.H. 151), 166.0 feet, more or less, to the intersection thereof with the south right of way of Wingra Drive; thence westerly along said south right of way of Wingra Drive, 1019.5 feet, more or less, to the intersection with the southerly extension of the westerly right of way of South Street; thence northerly along said extended west right of way of South Street and along the west right of way of South Street, 294 feet, more or less, to the southeast corner of that parcel described in DEED<sup>22</sup>; thence westerly along southerly line of said parcel and along a line parallel with and 60 feet northerly of and perpendicular measure to the south line of Lot 4, Block 2, Haen Subdivision No. 1<sup>23</sup>, 276.4 feet, more or less, to the southwesterly corner of said DEED and the west line of said Lot 4; thence northerly along the westerly line of said DEED and of said Lot 4, 143.89 feet, more or less, to the northwesterly corner of said Lot 4; thence northwesterly along the southwesterly line of Lot 7, Haen Subdivision No. 1, 131.18 feet (129.65 ft per Haen Subdivision No. 1), more or less, to the western corner of said Lot 7, and to the easterly right of way of Fish Hatchery Road (platted as Fitchburg Street); thence northwesterly, 80.54 feet, more or less, to the southeast corner of Lot 20, Wingra Drive Addition<sup>24</sup>, also being the westerly right of way of Fish Hatchery Road; thence northeasterly and northerly along said westerly right of way of Fish Hatchery Road to the **Point of Beginning**.

**Associated files mentioned in body (include FILE ID):**

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<sup>19</sup> Trustee Deed recorded as Doc. No. 3485185

<sup>20</sup> Certified Survey Map Number 8380, recorded in Vol. 45, pages 234-237, Doc. No. 2805197.

<sup>21</sup> C.S.M.#4420, recorded in Vol. 19, pages 88-89, Doc. No. 1842428

<sup>22</sup> DEED, recorded in Vol. 14527, page 97, Doc. No. 2214469

<sup>23</sup> Haen Subdivision No. 1, recorded in Vol. 23 of Plats, on pages 38-39, Doc. No. 998984

<sup>24</sup> Wingra Drive Addition, recorded in Vol. 12 of Plats, page 27, recorded as Doc. No. 754548



Creation Date – July 3, 2012 Expiration Date – July 3, 2039 Legistar File ID # - 26225 Resolution # - 12-00485  <b>First Amendment</b> <b>Date Adopted: September 1, 2020</b>  <b>Second Amendment</b> <b>Date Adopted: May 18, 2021</b> <b>Legistar # 64795 (RES-21-00380)</b>  <b>Third Amendment</b> <b>Date Adopted: May 4, 2022</b> <b>Legistar #: 70881 (RES-22-00393)</b>	<b>Fourth Amendment</b> Date Adopted: March 7, 2023 Legistar #: 75808 (RES-23-00184)  <b>Fifth Amendment</b> Date Adopted: April 16, 2024 Legistar #82261 (RES-24-00262)
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**Project Plan for**

**TAX INCREMENTAL FINANCE DISTRICT #42**

**(WINGRA)**

**FIRST PROJECT PLAN AMENDMENT**

**City of Madison**

Prepared by:  
Department of Planning and Community and Economic Development  
Economic Development Division  
Office of Real Estate Services

2025

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## TAX INCREMENTAL FINANCE DISTRICT # 42 (WINGRA)

NOTE: Amendments, including additions and deletions, to the Project Plan from the First Amendment are highlighted in green.

NOTE: Amendments, including additions and deletions, to the Project Plan from the Second Amendment are highlighted in yellow.

NOTE: Amendments, including additions and deletions, to the Project Plan from the Third Amendment (2022) are highlighted in blue.

NOTE: Amendments, including additions and deletions, to the Project Plan from the Fourth Amendment (2023) are highlighted in gray.

NOTE: Amendments, including additions and deletions, to the Project Plan from the Fifth Amendment (2024) are highlighted in teal.

NOTE: Amendments, including additions and deletions, to the Project Plan from the Sixth Amendment (2025) are highlighted in pink.

### INTENT AND PURPOSE

The City of Madison (the “City”) has established that the health of the Madison economy and its neighborhoods is vital. The City intends to continue to expand, stabilize and diversify its economic base while continuing to revitalize neighborhoods. To that end, the City may utilize its various implementation tools, such as the City and Community Development Authority’s (CDA) development revenue bonds, tax incremental financing (TIF), and other State or federal tools that may be available.

In particular, the City of Madison is proposing to create Tax Incremental District (TID) #42–(Wingra) as a blighted area TID, for the purposes of:

- 1) Elimination of blighting conditions
- 2) Financing public works improvements
- 3) Stimulating commercial redevelopment and the retention or creation of jobs
- 4) Retention, expansion and attraction of business
- 5) Revitalizing the Wingra Neighborhood as vibrant commercial area in the City of Madison

As part of the Second Project Plan Amendment (2021) to TID #42, the City proposes to provide funding to the Community Development Authority (CDA) of Madison to:

1. To construct a parking structure at the Village on Park to assist with further redevelopment,
2. To aid the Urban League of Greater Madison’s (ULGM) effort to build a Black Business Hub, and;
3. To commence design work for a pilot project to construct owner occupied affordable housing within South Madison.

The City will request the Joint Review Board authorize the use of these funds within the half mile area surrounding TID 42.

As part of the Third Project Plan Amendment (2022) to TID #42, the City proposes to provide funding for the following projects:

1. To the Community Development Authority (CDA) of the City of Madison to fund additional costs associated with the redevelopment of the Village on Park including:
  - a. Stormwater management
  - b. Village on Park (VOP) North Building demolition and reconstruction
  - c. Parking structure
  - d. Public Art
2. Funding for the construction of the Cannonball bike trail

As part of the Fourth Project Plan Amendment (2023) to TID 42, the City proposes to provide funding to the following projects:

1. To the CDA of the City of Madison to fund additional costs associated with the redevelopment of the Village on Park including:
  - a. Stormwater costs
  - b. Parking Structure construction

The Fifth Project Plan Amendment (2024) is put forward to provide additional funding for costs associated with the redevelopment of the Village on Park, specifically:

1. Funding for the parking structure to serve the Village on Park and the Urban League's Black Business Hub.

The Sixth Project Plan Amendment (2025) is put forward to provide additional funding for costs associated with the redevelopment of South Park, specifically:

1. Funding for South Park utilities.

## PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS

The project elements proposed in this Project Plan conform to the objectives and conceptual recommendations contained in the Objectives and Policies, A Part of The Master Plan For The City of Madison (the "Master Plan") as approved by the City Plan Commission. No changes in the Official Map, Building Codes or other City Ordinances appear to be necessary to implement the Project Plan. Zoning changes may be necessary as commercial or residential projects are proposed for the area, although none are proposed at this time. The Plan Commission reviews such proposals.

This TID is presently zoned, M1, C2, C3, R2, R4, PUDGDP and PUDSIP.

TID 42 is presently zoned a combination of PD, TSS, CCT, TR-C2, TR-V1, TR-C1, TR-U1, TR-C4, and TE.

### Consistency With the City of Madison Comprehensive Plan

The project elements in this amendment Project Plan conform to the objectives and recommendations contained in the City of Madison Comprehensive Plan which can be found at:

<https://www.cityofmadison.com/dpced/planning/comprehensive-plan/1607>

Volume II, Chapter 2 of the Comprehensive Plan, entitled "Objectives and Policies for Established Neighborhoods on pages 2-16 through 2-37, stipulates goals and objectives that are consistent with the activities planned for the proposed TID #41, including but not limited to the following:

Objective 11: Seek to reduce the demand for vacant development land on the periphery of the City by encouraging urban infill, redevelopment, and higher development densities in areas recommended in City plans as appropriate locations for more intense development.

Objective 23: Promote the assessment, clean up and reuse of polluted ("brownfield") sites.

Objective 29: Provide a range of affordable, quality housing choices in all neighborhoods to meet the needs of households of different sizes, lifestyles, incomes and tastes.

Objective 35: Maintain and enhance economically viable business centers as a source of local employment, a focal point for neighborhood activities and a centralized convenience shopping and service center for area residents.

Objective 43: Provide and upgrade as necessary essential neighborhood infrastructure and services including streets, utilities, transit service, sidewalks, parks, schools, police and fire, ambulance service and code enforcement.

Objective 44: Encourage private investment and property maintenance in existing developed areas to prevent property deterioration and promote renovation and rehabilitation.

Also in Volume II, Chapter 2, pages 2-48 through 2-55:

Objective 54: Primary entry routes into the City and to important destinations within the City should provide a welcoming and attractive gateway to the community.

Objective 59: Identify sites within the City and its planned urban expansion areas that are appropriate locations for mixed-use employment and commercial activity centers.

Objective 61: Develop and implement strategies to strengthen and diversify the local economy, expand the local tax base, cultivate an entrepreneurial culture, and stimulate job creation, while preserving and enhancing the high quality of life currently enjoyed by City residents and businesses.

Objective 65: Transform, over time, existing conventional suburban-style commercial developments into more compact, mixed-use, pedestrian, bicycle and transit-oriented destinations that have a greater variety of activities including retail, office, entertainment, civic, open space and residential uses.

Volume II, Chapter 5, Page 5-9 through 5-11 of the Comprehensive Plan, entitled "Economic Development, The Plan: Goals, Objectives, Policies and Implementation Recommendations" stipulate goals and objectives that are consistent with the activities planned for the proposed TID #42, including but not limited to the following:

Objective 7: Support Madison's diversified economic base by providing adequate land and infrastructure to make locations in the City attractive to business.

Objective 9: Redevelop appropriate underutilized, obsolete, abandoned or contaminated sites for commercial and industrial uses.

Objective 10: Enhance neighborhood commerce and retail capacity, especially in older neighborhoods.

### Consistency With TIF Policy

The Project Plan is also consistent with City of Madison Tax Incremental Finance Objectives and Policies (the "TIF Policy") adopted by the City's Common Council on April 17, 2001 and amended on March 31, 2009 and on February 25, 2014. The Project Plan conforms to the following TIF Policy objectives Goals, as adopted by the Common Council on the February 25, 2014 TIF Goals, Objectives, and Process:

#### Section 1: TIF Goals

- A) Growing the property tax base
- B) Fostering the creation and retention of family supporting jobs
- C) Encouraging the adaptive re-use of obsolete or deteriorating property
- D) Encouraging urban in-fill projects that increase (or decrease where appropriate) density consistent with the City's Comprehensive Plan
- F) Creating a range of housing types and specifically encouraging the development of workforce and affordable housing, especially housing that is for those earning much less than the area median income
- G) Funding public improvements that enhance development potential, improve the City's infrastructure, enhance transportation options, and improve the quality and livability of neighborhoods.

#### Goal 1: Support Economic Development

(1) **Job Creation in High-Need Areas.** Job creation in "high-need" areas located within blighted area TIDs that demonstrate a significant and substantial combination of the following economic factors:

- i. Deteriorating or obsolete building stock;
- iii. Commercial and / or industrial vacancy

(2) **Job Creation through New Business Development.** New business development in high-need areas or industrial TIDs to create living wage jobs.

(3) **Job Creation through Attraction, Retention, Expansion of Existing Business.** Attraction, retention or expansion of existing business in high-need areas or industrial TIDs that create and retain jobs with a preference.

## Goal 2: Support Neighborhood Revitalization, Including Downtown

(1) **High-Need TIDs.** Improved conditions in blighted area TIDs in “high need” areas that demonstrate a **significant and substantial** combination of the following examples of physical deterioration:

- (a) Deteriorating or obsolete building stock
- (b) Stagnation or decline in property values
- (c) High density or overcrowding
- (d) Existence of conditions which endanger life or property by fire or other causes
- (e) Any combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety or welfare.
- (f) Land upon which buildings or structures have been demolished and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise substantially impairs or arrests the sound growth of the community.

## PROPOSED PROJECT COSTS

The following represent total estimated costs. By TIF Law, TIF may only pay for the non-assessable portion of these costs. More detail is provided in the section entitled “Detailed Estimate of Timing and Project Costs” that estimates the amount of cost paid with TIF.

### Public Works Improvements (See Detailed Estimate on Page 6)

<b>Storm Sewer Repair</b>					\$434,000
<b>New Street Construction</b>					
Extension of South Street from Midland to Park				\$1,910,000	
Extension of Cedar Street from South Street to Park Street				<u>\$1,360,000</u>	
Subtotal New Streets					\$3,270,000
<b>Street Repair, Rehabilitation</b>					
Street Repair includes resurfacing, reconstruction or other such repairs.					\$3,302,000
<b>Bike Paths</b>					
Resurface Wingra Creek Bike Path					\$19,000
Bike / Ped improvements					\$20,000
Cannonball Bike Path construction					\$1,000,000
<b>Streetscape</b>					\$450,000
<b>Utilities</b>					<b>\$1,416,000</b>
<b>Subtotal Public Works Improvements</b>	<b>\$7,475,000</b>	<b>\$7,495,000</b>	<b>\$8,495,000</b>	<b>\$9,911,000</b>	

### Community Development Authority Revitalization Activities

In accordance with Section 66.1333 of the State Statutes (Redevelopment Law), the CDA may undertake a variety of revitalization activities in the TIF District if that area corresponds to the boundary of a Redevelopment District.

In 2021, as part of the Second Project Plan Amendment to TID 42, the City proposes to provide funding to the CDA for the following purposes:

Village on Park Parking Structure (and associated costs such as stormwater, site work, etc.)	\$9,100,000
Urban League of Greater Madison Black Business Hub (Remediation, geo-tech, asbestos abatement, pre-development costs)	\$800,000
Owner Occupied Affordable Housing	\$200,000
Demo Village on Park North Building and Construct New Parking Lot	<u>\$1,100,000</u>
Subtotal	<b>\$11,200,000</b>

The City will request the Joint Review Board authorize the use of these funds within the half mile area surrounding TID 42.

In 2022, as part of the Third Project Plan Amendment to TID 42, the City proposes to provide funding to the CDA for the following purposes:

Village on Park Stormwater	\$2,400,000
Village on Park Parking Structure Cost Overrun	\$1,400,000
Village on Park North Building demolition and rebuild	\$1,000,000
Village on Park Public Art <sup>1</sup>	\$200,000
Subtotal	\$5,000,000

In 2023, as part of the Fourth Project Plan Amendment to TID 42, the City proposes provide funding to the CDA for the following purposes:

Village on Park Stormwater	\$1,400,000
Village on Park Parking Structure Cost Overrun	\$1,400,000
Subtotal	\$2,800,000

In 2024, as part of the Fifth Project Plan Amendment to TID 42, the City proposes to provide funding to the CDA for the following purposes:

Village on Park Parking Structure Cost Overrun	\$1,600,000
Subtotal	\$1,600,000

CDA Revitalization Activities Estimated Cost:	\$11,200,000	\$16,200,000	\$19,000,000	\$20,600,000
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Economic Development Assistance

Economic Development Loans

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of loans may be provided to private development projects, including those affordable housing projects that conform to land use density recommendations of the Wingra Plan and TIF Policy, that demonstrate that “but for” such TIF assistance, the project would not occur. TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, parking facility construction, site preparation, environmental remediation, landscaping and similar types of related activities.

Estimated Cost	\$5,000,000
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Land Acquisition and Environmental Remediation Reserve

The City intends to purchase additional property as part of the implementation of the South Madison Plan. As the cost acquisition cost is yet undetermined and some properties may have environmental remediation costs, the Project Plan is reserving \$4M to pay for these eventual costs. It is anticipated that the City may borrow for either all or a portion of this cost and use donated tax increment from TIDs 36 and 39. Approximately \$4M of the \$7M of donated tax increment from these aforementioned TIDs will only be utilized if these expenditures are incurred prior to the creation of a new South Madison TID that includes the acquired properties.

Cost:	\$4,000,000
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Land Acquisition

In order to construct the public improvements and for the revitalization and development of private property, the acquisition of property and relocation of occupants may be necessary in this TIF District. The acquisitions could vary from rights-of-way and air space to entire parcels. Currently, the City of Madison intends to purchase the Truman-Olson Army Reserve Center property to stimulate further development within the District.

<sup>1</sup> As required by City Ordinances concerning construction of City structures.

Estimated Cost:

\$1,385,000

The City of Madison will acquire multiple properties as a part of this First Project Plan Amendment. It intends to acquire several properties associated with the reconstruction and extension of Cedar St as a part of the Truman Olson redevelopment project. The City will also begin land-banking activities in the South Madison area in and adjacent to TID 42. The City intends to request the Joint Review Board approve expenditures within a half mile of TID 42 at the same time as it requests approval of this First Project Plan Amendment. These land-banking activities are intended to provide the City and community with opportunities to shape redevelopment as it moves down South Park Street. \$2,000,000 of funds are provided for land acquisition with this First Project Plan Amendment (2020).

As part of the 2021 Project Plan Amendment, the City of Madison intends to continue property acquisition in the South Madison area. The 2021 project plan amendment provides an additional \$680,000 of funding to continue land acquisition within South Madison.

As part of the 2022 Project Plan Amendment, the City of Madison intends to continue property acquisition in South Madison. The 2022 Project Plan Amendment provides an additional \$500,000 of funding to continue land acquisition in South Madison.

Estimated Cost: \$1,385,000 \$3,385,000

Estimated Cost: \$4,065,000 \$4,565,000

### Home Ownership Program

The City of Madison will fund a homeownership program through the Urban League of Greater Madison (ULGM). The goal of this program will be to increase homeownership rates among Black families and individuals in South Madison. This program is further described in ULGM Home Ownership Program Appendix.

Estimated Cost: \$200,000

### Organizational, Administrative and Professional Costs

This category of project costs includes estimates for administrative, professional, organizational and legal costs. Project costs may include salaries, including benefits, of City employees engaged in the planning, engineering, implementing and administering activities in connection with TID #42, supplies and materials, contract and consultant services, and those costs of City departments such as the Finance Department, City Attorney, City Engineer, Parks Division, Planning & Development and the Office of the Mayor.

Estimated Cost: \$300,000 \$715,000 \$1,215,000

**Total Cost:** \$17,626,000 \$42,475,000 \$44,075,000 \$45,491,000

### Financing Costs

The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Staff estimates that in the event the City of Madison borrows funds to pay for the capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay \$13,658,000 of the \$16,575,000 of estimated project costs and an estimated \$4,096,000 financing cost (\$3,927,000 [original project cost financing] + \$169,000 [2020 First Project Plan Amendment financing]). The First Project Plan Amendment to TID 42 anticipates \$1,700,000 of donated incremental revenue from TID 39 to flow into TID 42, which will require \$0 finance costs for these expenditures, as all funds from TID 39 are incremental revenue (i.e. TIF cash). TID 42 will pay for the additional \$715,000 of expenditures through capital borrowing.

### 2021 Project Plan Amendment:



As part of the 2021 Project Plan Amendment, the City of Madison proposes to increase the total allowable TIF project costs by \$12,100,000 in the TID 42 Project Plan. This \$12,100,000 of additional project costs includes \$9,100,000 of borrowing, and \$3,000,000 of donated incremental revenue from TID 39. City Staff estimate that if the City of Madison borrows \$9,100,000 of funds, this will require an additional \$2,500,000 of financing costs. This additional \$2,500,000 of financing costs will raise the total financing costs of the TID 42 project plan to \$6,596,000 as shown in the chart below.

#### **2022 Project Plan Amendment:**

As part of the 2022 Project Plan Amendment, the City of Madison proposes to increase the total allowable TIF project costs by \$11,000,000 in the TID 42 Project Plan. This \$11,000,000 of additional project costs may be paid for by \$3,000,000 of donated incremental revenue from TID 39, and \$4,000,000 of donated incremental revenue from TID 36 and approximately \$4,000,000 of capital borrowing. Because \$7,000,000 of the \$11,000,000 of expenditures are funded through donated incremental revenue, TID 42 will incur less financing costs on capital borrowing, estimated at \$576,000.

#### **2023 Project Plan Amendment:**

As part of the 2023 Project Plan Amendment, the City of Madison proposes to increase the total allowable TIF project costs by \$2,800,000 in the TID 42 Project Plan. This \$2,800,000 of additional project costs will be paid for by \$2,800,000 of donated incremental revenue from TID 36. Because all \$2,800,000 of additional expenditures are funded through donated incremental revenue, TID 42 will not incur any additional financing costs.

#### **2024 Project Plan Amendment:**

As part of the 2024 Project Plan Amendment, the City of Madison proposes to increase the total allowable TIF project costs by \$1,600,000 in the TID 42 Project Plan. This \$1,600,000 of additional project costs will be paid for by \$1,600,000 of donated incremental revenue from TID 44. Because all \$1,600,000 of additional expenditures are funded through donated incremental revenue, TID 42 will not incur any additional financing costs.

#### **2025 Project Plan Amendment:**

As part of the 2025 Project Plan Amendment, the City of Madison proposes to increase the total allowable TIF project costs by \$1,416,000 in the TID 42 Project Plan. This \$1,416,000 of additional project costs will be paid for through borrowed funds backed by increment from TID 42. The finance costs associated with this borrowing are \$390,000. This will bring the total financing costs for TID 42 to \$7,562,000.

## DETAILED ESTIMATE OF TIMING AND PROJECT COSTS

The following are the eligible project costs as provided for under Section 66.1105 (2)(f), Wisconsin Statutes and the timing in which certain project costs will be incurred. TIF Law requires that all project plan expenditures be made within a blighted area TID within 22 years of its creation. Certain project costs will be subject to the anticipated long-term development expectations as described elsewhere in this Plan. **The actual eligible project costs herein (shown below) may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

PROJECT	DESCRIPTION	TOTAL COST	ASSESSED	TIF COST	TIMING
<b><u>Storm Water Improvements</u></b>					
Storm Sewer Replacement	165' replace and re-size culverts crossing Park St north and south of old RR tracks	\$58,000	\$0	\$58,000	2012-24
Storm Sewer Replacement	1265' replace failing corrugated metal arch pipe from Wingra Creek South through Thorstads to old RR track	\$285,000	\$0	\$285,000	2012-24
Storm Water Treatment Devices	1 <sup>st</sup> installation prior to discharge to Wingra Creek of above arch pipe, 2 <sup>nd</sup> one undistributed likely on Park Street	\$25,000	\$0	\$25,000	2012-24
Storm Water Cleaning	Clean/regrade 950' RR drainage ditch along RR tracks (w/ RR permission)	\$66,000	\$0	\$66,000	2012-24
<b>SUBTOTAL – Storm Water</b>		<b>\$434,000</b>	<b>\$0</b>	<b>\$434,000</b>	<b>2012-24</b>
<b><u>New Street Construction</u></b>					
Cedar Street Extension	New street from South Street to Park Street	\$1,360,000	\$130,000	\$1,230,000	2013-15
South Street Extension	New street from Midland to Park St	\$1,910,000	\$40,000	\$1,870,000	2013-15
Subtotal New Streets		<b>\$3,270,000</b>	<b>\$170,000</b>	<b>\$3,100,000</b>	<b>2013-15</b>
<b><u>Street Rehab / Reconstruct</u></b>					
Park Street	Joint repair 2200' Delaplane to Olin	\$910,000	\$0	\$910,000	2012-20
Park Street	Reconstruction 2500' Olin to RR tracks	\$700,000	\$70,000	\$630,000	2012-20
Fish Hatchery Rd	Resurface Park St. to 300' north of Wingra Drive	\$376,000	\$38,000	\$339,000	2012-20
Wingra Drive	Resurface 1400' South St to Beld St	\$201,000	\$20,000	\$181,000	2012-20
South Street	Resurface 1600' Midland to Wingra	\$184,000	\$18,000	\$166,000	2012-20
High Street	Reconstruct 1050' from Fish Hatchery to south end	\$368,000	\$92,000	\$276,000	2012-20
Midland Street	Resurface 550' from Fish Hatchery to Park St	\$43,000	\$4,000	\$39,000	2012-20
Garden Street	Reconstruct 385' from Midland to south end	\$135,000	\$34,000	\$101,000	2012-20

Appleton Rd	Resurface 300' from Fish Hatchery to South St	\$34,000	\$3,000	\$31,000	2012-20
Beld Street	Resurface 1400' from Park St to railroad	\$181,000	\$18,000	\$163,000	2012-20
Gilson Street	Resurface 1100' from Beld to Cedar St	\$126,000	\$13,000	\$113,000	2012-20
Lowell Street Alley	Reconstruct 180' from Emerson south	\$22,000	\$11,000	\$11,000	2012-20
Lowell Street Alley	Reconstruct 180' from Lakeside south	\$22,000	\$11,000	\$11,000	2012-20
<b>SUBTOTAL - Street Resurface / Reconstruct</b>		\$3,302,000	\$332,000	\$2,297,000	
<b>Bike Paths, Pedestrian Accommodations, Traffic Calming</b>					
Wingra Creek Bike Path	Refurface 550'	\$19,000	\$0	\$19,000	2013-15
Streetscape		\$450,000	\$0	\$450,000	2013-20
<b>Subtotal Bike Paths, Pedestrian</b>		\$469,000		\$469,000	
<b>Economic Development Assistance</b>					
Development Loans		\$5,000,000	\$0	\$5,000,000	2012-22
Land Acquisition – Truman Olson		\$1,385,000	\$0	\$1,385,000	2013
<b>Subtotal Economic Development</b>		\$6,385,000	\$0	\$6,385,000	
<b>Administrative and Professional</b>		\$300,000	\$0	\$300,000	2012-34
<b>TOTAL PROJECT COSTS</b>		\$14,160,000	\$ 502,000	<b>\$13,658,000</b>	

<b>2020 Project Plan Amendment</b>					
<b>Land Acquisition</b>		<b>\$2,000,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>2020-34</b>
<b>Home Ownership Program</b>		<b>\$200,000</b>	<b>\$0</b>	<b>\$200,000</b>	<b>2020-34</b>
<b>Organizational, Administrative, and Professional</b>		<b>\$215,000</b>	<b>\$0</b>	<b>\$215,000</b>	<b>2020-34</b>
<b>Total 2020 Project Plan Amendment Costs</b>		<b>\$2,415,000</b>	<b>\$0</b>	<b>\$2,415,000</b>	<b>2020-34</b>
<b>Total Project Costs TID 42 (Original Project Plan and 2020 Amendment)</b>		<b>\$16,575,000</b>	<b>\$502,000</b>	<b>\$16,073,000</b>	<b>2020-34</b>
		<b>\$3,927,000</b>		<b>\$3,927,000</b>	
<b>Finance Costs*</b>		<b>\$4,096,000</b>	<b>\$0</b>	<b>\$4,096,000</b>	<b>2020-34</b>

<b>2021 Project Plan Amendment Additional Project Costs</b>		<b>TOTAL COST</b>	<b>ASSESSED</b>	<b>TIF COST</b>	<b>TIMING</b>
Bike / Ped improvements		\$20,000	\$0	\$20,000	2021-34
Donation to CDA					
Village on Park Parking Structure		\$9,100,000	\$0	\$9,100,000	2021-34
Estimated Environmental Remediation / Geo-Tech / Pre-Development for ULGM Black Business Hub		\$800,000	\$0	\$800,000	2021-34
Owner Occupied Affordable Housing		\$200,000	\$0	\$200,000	2021-34
Demo Village on Park North Building and Construct New Parking Lot		\$1,100,000	\$0	\$1,100,000	2021-34
Land Acquisition		\$680,000	\$0	\$680,000	2020-34
Organizational, Administrative, and Professional		\$200,000	\$0	\$200,000	2021-34
<b>Total 2021 Project Plan Amendment Costs</b>		<b>\$12,100,000</b>	<b>\$0</b>	<b>\$12,100,000</b>	<b>2020-34</b>
<b>Total Project Costs TID 42 (Original Project Plan and 2020 Amendment)</b>		<b>\$28,675,000</b>	<b>\$502,000</b>	<b>\$28,173,000</b>	<b>2020-34</b>

<b>2022 Project Plan Amendment Additional Project Costs</b>		<b>TOTAL COST</b>	<b>ASSESSED</b>	<b>TIF COST</b>	<b>TIMING</b>
Cannonball Bike Path Construction		\$1,000,000	\$0	\$1,000,000	2022-28
Donation to CDA					
Village on Park Stormwater		\$2,400,000	\$0	\$2,400,000	2022-28
Village on Park Parking Structure Cost Overruns		\$1,400,000	\$0	\$1,400,000	2022-28
Village on Park North Building Demolition and Rebuild		\$1,000,000	\$0	\$1,000,000	2022-28
Village on Park Public Art		\$200,000	\$0	\$200,000	2022-28
<b>Subtotal CDA Costs</b>		<b>\$5,000,000</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>2022-28</b>
Land Acquisition		\$500,000	\$0	\$500,000	2022-28
Land Acquisition - Environmental Remediation Reserve		\$4,000,000	\$0	\$4,000,000 <sup>2</sup>	2022-28
Organizational, Administrative, and Professional		\$500,000	\$0	\$500,000	2022-28
<b>Subtotal – 2022 Project Plan Amendment</b>		<b>\$11,000,000</b>		<b>\$11,000,000</b>	
<b>Total Project Costs TID 42 (Original Project Plan and 2020, 2021, and 2022 Amendments)</b>		<b>\$39,675,000</b>	<b>\$502,000</b>	<b>\$39,173,000</b>	<b>2022-28</b>
<b>2023 Project Plan Amendment Additional Project Costs</b>		<b>TOTAL COST</b>	<b>ASSESSED</b>	<b>TIF COST</b>	<b>TIMING</b>
Donation to CDA					
Village on Park Stormwater		\$1,400,000	\$0	\$1,400,000	2023-28
Village on Park Parking Structure Cost Overruns		\$1,400,000	\$0	\$1,400,000	2023-28
<b>Total – 2023 Project Plan Amendment</b>		<b>\$2,800,000</b>	<b>\$0</b>	<b>\$2,800,000</b>	<b>2023-28</b>
<b>Total Project Costs TID 42 (Original Project Plan and 2020, 2021, 2022, and 2023 Amendments)</b>		<b>\$42,475,000</b>	<b>\$502,000</b>	<b>\$41,973,000</b>	<b>2022-28</b>

<sup>2</sup> NOTE: The Land Acquisition – Environmental Remediation Reserve Funds will only be spent if these costs are incurred prior to the creation of a new South Madison TID.

2024 Project Plan Amendment Additional Project Costs		TOTAL COST	ASSESSED	TIF COST	TIMING
Donation to CDA					
Village on Park Parking Structure Cost Overruns		\$1,600,000	\$0	\$1,600,000	2024-28
<b>Total – 2024 Project Plan Amendment</b>		<b>\$1,600,000</b>	<b>\$0</b>	<b>\$1,600,000</b>	<b>2024-28</b>
<b>Total Project Costs TID 42 (Original Project Plan and 2020, 2021, 2022, 2023, and 2024 Amendments)</b>		<b>\$44,075,000</b>	<b>\$502,000</b>	<b>\$43,573,000</b>	<b>2024-28</b>

2025 Project Plan Amendment Additional Project Costs		TOTAL COST	ASSESSED	TIF COST	TIMING
South Park St Utilities		\$1,416,000	\$0	\$1,416,000	2024-28
<b>Total – 2025 Project Plan Amendment</b>		<b>\$1,416,000</b>	<b>\$0</b>	<b>\$1,416,000</b>	<b>2024-28</b>
<b>Total Project Costs TID 42 (Original Project Plan and 2020, 2021, 2022, 2023, 2024, and 2025 Amendments)</b>		<b>\$45,491,000</b>	<b>\$502,000</b>	<b>\$44,989,000</b>	<b>2025-29</b>
		\$3,927,000		\$3,927,000	
		\$4,096,000		\$4,096,000	
		\$6,596,000		\$6,596,000	
<b>Finance Costs*</b>			\$0		2020-34
<b>Finance Costs**</b>		<b>\$7,172,000</b>	<b>\$</b>	<b>\$7,172,000</b>	<b>2022-23</b>
<b>Finance Costs**</b>		<b>\$7,562,000</b>	<b>\$</b>	<b>\$7,562,000</b>	<b>2025-29</b>

\*NOTE: Finance Costs in the 2021 Project Plan Amendment reflect the cost to borrow \$9,100,000 in TID 42. The remaining \$3,000,000 of additional expenditures in 2021 are paid for with donated excess incremental revenue from TID 39.

NOTE: \*\*There will be finance costs on approximately \$4,000,000 of general obligation borrowing in the 2022. Assuming the proposed borrowing of \$4,000,000 occurs, it will incur an additional \$576,000 of borrowing costs. This will result in an estimated financing cost total of \$7,172,000.

## SUMMARY OF TOTAL PROJECT COSTS AND ECONOMIC FEASIBILITY

The project costs include the estimated costs of planning, engineering, construction or reconstruction of public works and improvements and financing costs. **The actual eligible project costs may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

### How Tax Increments Are Generated, Used

Under the Wisconsin TIF Law, the property taxes paid each year on the increase in equalized value of the Tax Incremental District may be used by the City to pay for eligible project costs within the TID. Taking the TID's current value as a result of growth and deducting the value in the District that existed when the District was created determines the increase in value. All taxes levied upon this incremental (or increased) value by the City, Madison Metropolitan School District, Dane County,

and the Madison Area Technical College District are allocated to the City for direct payment of project costs and payment of debt service on bonds used to finance project costs.

Per TIF Law, the maximum life of a blighted area TID is 27 years and all project expenditures must be made five (5) years prior to the termination of the TID. Therefore, all project expenditures must be made by December 31, 2034. Tax increments may be received until project costs are recovered, at which time the TID must close.

#### TIF-Eligible Capital Budget

The cost of public improvements and other project costs is approximately ~~\$44,075,000~~ ~~\$42,475,000~~ ~~\$39,675,000~~ ~~\$28,675,000~~ ~~16,575,000~~ ~~14,160,000~~. It is anticipated that approximately \$502,000 of the project costs will be assessable to property owners. These assessments have been determined in accordance with the City and Board of Public Works standard special assessment policies. The ~~\$43,573,000~~ ~~\$41,973,000~~ ~~\$39,173,000~~ ~~\$28,173,000~~ ~~16,073,000~~ ~~13,658,000~~ balance of the TIF-eligible project costs (i.e. net of assessable costs) represents the authorized TIF Capital Budget for this Project Plan and will require financial support by incremental taxes from the District, ~~as well as donated increment from TID 39, TID 36, and TID 44.~~

#### Estimate of Economic Feasibility, TIF Generator(s)

TIF Policy requires a proposed TID have an economic “generator” i.e. at least one private development project that generates increment to finance TID costs. The determination of economic feasibility herein, including such TIF generators, is based on anticipated, near-term development, as well as projected development through 2039. The anticipated development for TID #42 includes:

**Area A:** Development of 73,000 SF Wingra Clinic at an estimated \$19 M of value.

Estimated Timing: Completion by 2014  
Estimated Incremental Value: \$19,000,000

**Area B:** A 33,000 SF site. Development of medium-density, 60-65 units of market rate multi-family housing at an estimated value of \$6 million. Two similar multi-family projects have been proposed at this site but did not secure financing.

Estimated Timing: 2014 construction  
Estimated Incremental Value: \$6,000,000

**Area C:** This 82,413 SF site has potential as a mid-rise, flatiron-shaped residential or specialized lodging/conference use. Using a floor-to-area ratio (“FAR”) of .75, staff estimates that the site could facilitate 61,810 SF of mixed-use construction.

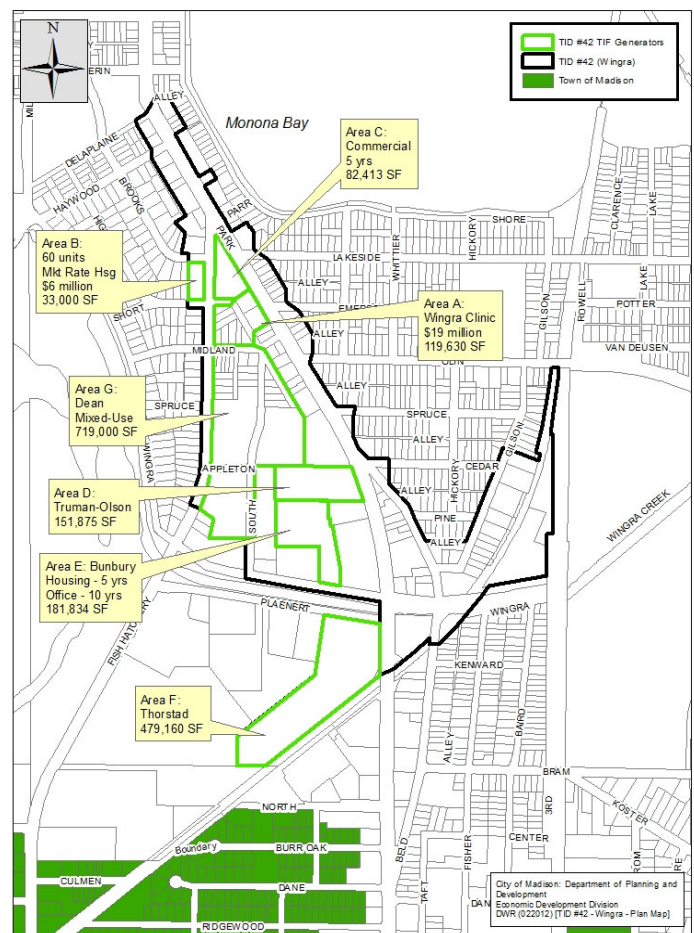
Timing: Estimated 2015 construction  
Estimated Incremental Value: \$6,181,000

**Area D:** The 3.49 acre (151,875 SF) former Truman-Olson US Army Reserve Center, acquired by the City of Madison. Using a FAR of .75, the site could facilitate 113,906 SF of mixed-use development.

Estimated Timing: 2017 construction  
Estimated Incremental Value: \$11,391,000

**Area E:** The 4.17 acre (181,834 SF) Bunbury surface parking lot. Using a FAR of .75, staff estimates the site could facilitate construction of 136,375 SF for 190 apartment units.

6/13/2025



Estimated Timing: 2019 construction  
Estimated Incremental Value: \$19,000,000

**Area F:** The 11 acre (479,160 SF) former Thorstad Chevrolet lot. Using a FAR of .75, staff estimates the site could facilitate construction of 359,370 SF of mixed uses.

Estimated Timing: 2022 construction  
Estimated Incremental Value: \$37,937,000

**Area G:** The 719,000 SF (16.5 AC) of assembled parcels owned by Dean Clinic for a potential 150,000 SF facility that has been suggested for construction in approximately 15 years, although Dean Clinic has made no definitive plans or estimates. Staff has provided a rough estimate herein, using conservative timing and value assumptions.

Estimated Timing: 2025 construction, 2027 completion  
Estimated Incremental Value: \$37,750,000

**Total Estimated Value of All TIF Generators: \$137,259,000**

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from these and other development projects, and economic growth or value appreciation over the life of the TID is estimated to be ~~\$263,216,000~~ ~~217,622,000~~ **\$169,000,000**. This value is projected to produce incremental revenues sufficient to support the project costs stated above. This incremental value, along with the donated incremental revenue from TID 36 and 39, is projected to produce sufficient funds to support the project costs outlined above.

~~As of January 1, 2020, TID 42 has an estimated incremental value of \$28M. This value is generating approximately \$700,000 of incremental revenue annually. City Staff estimate that if no additional expenditures are made in TID 42, that the TID would recover all of its outstanding debt and close in approximately three years.~~

However, the City is facing the dissolution of the Town of Madison in 2022, generally located in the South Madison area. The City intends to invest in this historically overlooked and underinvested part of the City. To do this, the City will propose to donate excess TID cash from TID 39 to TID 42 (Wingra) beginning in 2020. As a part of this process, the City is proposing this amendment to the TID 42 Project Plan. The donation of excess TID cash from TID 39 to TID 42 will allow the City to begin investing in and around TID 42, which is located in South Madison but does not include Town of Madison parcels. As a part of this investment into South Madison, the City will request that the Joint Review Board authorize the use of the so called, "Half Mile Rule" to allow funds from TID 42 to be invested within a half mile of TID 42.

Additionally, the City reserves the right to propose future project plan amendments to TID 42. Future project plan amendments may include the donation of additional future excess incremental revenue from TID 42 to a new South Madison TID.

As of January 1, 2021, TID 42 has an estimated incremental value of \$57M. This value is generating approximately \$1.4M of incremental revenue annually. City Staff estimate that if no additional expenditures are made in TID 42, that the TID would recover all of its outstanding debt and close in approximately two years.

The City faces the dissolution of the Town of Madison in 2022, generally located in the South Madison area, south of / adjacent to TID 42. The City continues to invest in this area. To do this, the City is proposing to invest \$12.1M of TIF funds through two separate methods as part of the 2021 Project Plan Amendment:

- TID 42 - Borrow \$9.1M through TID 42 to invest in South Madison, as outlined in this 2021 Project Plan Amendment, and;
- TID 39 (and TID 42) – Donate \$3M of excess incremental revenue from TID 39 to TID 42 to invest in South Madison, as outlined in this 2021 Project Plan Amendment.

As part of the 2021 Project Plan Amendment, the City of Madison will again request the Joint Review Board to authorize the use of the so called "Half Mile Rule" to allow funds from TID 42 to be invested within a half mile of TID 42.



As of January 1, 2022, TID 42 has an estimated incremental value of \$71M. This value is generating approximately \$1.6M of incremental revenue annually. City Staff estimate that if no additional expenditures are made in TID 42, the TID would recover all of its outstanding debt and close in approximately three (3) years.

The City will see the Town of Madison dissolve on Oct 31, 2022, much of which is located south of / adjacent to TID 42. The City continues to fund projects in this area, proposing to invest through two separate donations as part of the 2022 Project Plan Amendment:

- TID 39 – Donate \$3M of excess incremental revenue from TID 39 to TID 42 to invest in South Madison, as outlined in the 2022 Project Plan Amendment.
- TID 36 - Donate \$4M of excess incremental revenue from TID 36 to TID 42 to invest in South Madison, as outlined in the 2022 Project Plan Amendment.

As of January 1, 2022, TID 42 has an estimated incremental value of \$117,000,000. This value is generating approximately \$2,700,000 of incremental revenue annually. City Staff estimate that if no additional expenditures are made in TID 42, the TID would recover all of its outstanding debt and close in approximately two (2) years.

On Oct 31, 2022, the Town of Madison dissolved, much of which is located south of / adjacent to TID 42. The City continues to fund projects in this area, proposing to invest through one additional donation as part of the 2023 Project Plan Amendment:

- TID 36 - Donate \$2,800,000 of excess incremental revenue from TID 36 to TID 42 to invest in South Madison, as outlined in the 2023 Project Plan Amendment.

As of January 1, 2024, TID 42 has an estimated incremental value of \$151,806,800. This value is generating approximately \$3,000,000 of incremental revenue annually. While the value of the TID has grown substantially, the City's overall mill rate declined in both 2023 and 2024, reducing the amount of incremental revenue that the new value generated. City Staff estimate that if no additional expenditures are made in TID 42, the TID would recover all of its outstanding debt and close in approximately two years.

Project expenditures will be contingent upon development actually occurring or committed to occur, and upon donated incremental revenue from TID 39 and TID 36. Since the majority of the project cost is financed with either long-term debt or donated incremental revenue from TID 39 or TID 36, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

~~Based on the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the life (i.e. the total amount of tax increments over 27 years) of the TID should total approximately \$47,089,000. The present value of the total incremental revenues that are anticipated to be generated is \$14,280,000.~~

~~Based upon the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the remaining life (i.e. the total of tax increments generated through the TID expiration in 2039) of the TID should total approximately \$26,000,000. The present value of these total tax incremental revenues that are anticipated to be generated in approximately \$14,000,000.~~

~~Based upon the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the remaining life (i.e. the total of tax increments generated through the TID expiration in 2039) of the TID should total approximately \$29,000,000. The present value of these total tax incremental revenues that are anticipated to be generated in approximately \$14,000,000.~~

~~Based upon the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the remaining life of the TID (i.e. the total tax increments generated through the TID expiration in 2039) should total approximately \$44,000,000. The present value of these total tax incremental revenues that are anticipated to be generated is approximately \$26,000,000.~~

Based upon the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the remaining life of the TID (i.e. the total tax increments generated through the TID expiration period in 2039) should total approximately \$41,000,000. The net present value of these total tax incremental revenues that are anticipated to be generated is approximately \$28,000,000.

As previously indicated, each segment of the project (i.e., every individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City's intent to closely monitor all planned and actual development within the TID. The actual City investment in TID #42 may, therefore, be less than the amount shown in the Project Plan.

#### Finance Cost

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated capital cost is ~~\$3,927,000~~ ~~\$4,096,000~~ **\$6,596,000**. The revised finance costs in the 2020 Project Plan Amendment reflect that the majority of expenditures in this amendment will be paid for through donated incremental revenue from TID 39.

The 2021 Project Plan Amendment includes an additional \$2.5M of borrowing costs associated with the \$9.1M of borrowing proposed in this Project Plan Amendment.

The 2022 Project Plan Amendment includes approximately \$576,000 of additional borrowing costs. All additional project plan expenditures in the 2022 Project Plan Amendment are funded through donated incremental revenue from TID 36 and TID 39.

The 2023 and 2024 Project Plan Amendments do not include any additional borrowing costs. All additional project plan expenditures in the 2023 Project Plan Amendment are funded through donated incremental revenues from TID 36.

The 2024 Project Plan Amendment is funded through donated incremental revenues from TID 44.

The 2025 Project Plan Amendment is funded through borrowed funds backed by increment from TID 42.

## PROMOTION OF ORDERLY LAND DEVELOPMENT

The project elements in this amendment Project Plan conform to the objectives and recommendations contained in the City of Madison Comprehensive Plan which can be found at:

<https://www.cityofmadison.com/dpced/planning/comprehensive-plan/1607>

The City of Madison Comprehensive Plan outlines land use and design guidelines specific to the Wingra area. In particular, the plan notes a preference for "community mixed use" (CMU), "medium density residential" (MDR), and "Low density residential" (LDR), as noted in the following excerpts from Volume II, Chapter 2, pages 2-79 through 2-89 of the Comprehensive Plan:

#### **Low-Density Residential (LDR)**

- Low-Density Residential districts are characterized by relatively low densities and a predominance of single-family and two-unit housing types. Some Low Density Residential areas, particularly in the older neighborhoods, may include many "house-like" structures that were built as, or that have been converted to multi-unit dwellings. Smaller two, three and four unit apartment buildings may be compatible with the Low Density Residential designation at locations specified in an adopted neighborhood or special area plan, but large apartment buildings or apartment complexes are not.
- In general, Low-Density Residential areas should be protected from encroachments of higher density or higher intensity uses than presently exist in the neighborhood and future conversions of housing in older mixed-housing type neighborhoods from single family to multi-unit should be discouraged. Infill or redevelopment projects should

be compatible with established neighborhood character and be consistent with an adopted neighborhood or special area plan.

#### Housing Types in Low Density Residential Districts

- Single-family detached houses on individual lots.
- Townhouses or row houses.
- Duplexes and two-flat buildings.
- Three-flat buildings (stacked units in a three-story buildings similar in character to the single-family buildings in the area.)
- Apartment buildings (multi-unit dwellings with units accessed via shared entrances and hallways) compatible with neighborhood character.) Generally limited to no more than four-unit buildings if interlaced with other housing types. Small-scale apartment complexes may include buildings with more than four units.
- Accessory dwelling units.

#### Other Uses within the District

- Parks and recreational facilities.
- Community gardens.
- Elementary schools.
- Day care centers.
- Small civic facilities, such as libraries or community centers.
- Places of assembly and worship, if at a scale compatible with other existing or planned development in the area.

#### Commercial uses

- Neighborhood-serving retail and service uses, especially in mixed-use buildings.
- Small offices, especially in mixed-use buildings.

### **Medium Density Residential (MDR)**

Medium Density Residential districts are locations recommended primarily for relatively dense multi-family housing types, such as larger apartment buildings and apartment complexes. The Medium Density designation is also applied to portions of some established neighborhoods that are composed primarily of "house-like" residential buildings, although there may also be a scattering of apartment buildings. In these areas, the medium-density designation reflects the large number of houses that were originally built as multi-unit, duplex, two-flat, or three-flat structures, or have subsequently been converted to contain several dwelling units.

#### Net Density Range

An average of 16 to 40 dwelling units per net acre for the Medium Density Residential area as a whole. Most developments within the area should fall within or below this range, although small areas of higher density development may be included, either due to the historical development pattern or based on a specific recommendation in an adopted neighborhood or special area plan.

#### Location and Design Characteristics

Medium Density Residential areas typically are relatively compact areas within a larger neighborhood and generally should be located around and near more-intensively developed areas, such as Mixed-Use, General Commercial, or Employment districts in order to provide convenient access to these activity centers for the greatest number of residents.

#### Types in Medium Density Residential Districts

- Single-family detached houses on individual lots.
- Townhouses or row houses.
- Duplexes and two-flat buildings.
- Three-flat buildings (stacked units in a three-story building similar in character to the single-family buildings in the area.)

- Apartment buildings (multi-unit dwellings with units accessed via shared entrances and hallways) with no specific size limitation if compatible in scale and character with other neighborhood buildings.
- Accessory dwelling units.
- Live-work units if consistent with the recommendations of an adopted neighborhood or special area plan.

#### Other Uses within the District

- Parks and recreational facilities.
- Community gardens.
- Elementary schools.
- Day care centers.
- Small civic facilities, such as libraries or community centers.
- Places of assembly and worship, if at a scale compatible with other existing or planned development in the area.

#### Commercial uses

- Neighborhood-serving retail and service uses, especially in mixed-use buildings
- Offices, especially in mixed-use buildings.

#### Community Mixed-Use (CMU)

- Buildings more than one story in height, with maximum building height compatible with the size of the district, surrounding structures and land uses. Specific height standards may be recommended in an adopted neighborhood or special area plan.
- Pedestrian friendly design amenities, such as decorative paving and lighting along sidewalks and paths, plazas, benches, landscaping. Whenever possible, Community Mixed Use districts should be designed to incorporate some of the Transit Oriented Development standards outlined in the Comprehensive Plan.

#### Recommended Land Uses

- Commercial buildings, employment, retail and service uses serving both adjacent neighborhoods and wider community markets. Detailed neighborhood or special area plans may provide specific recommendations on allowed types of non-residential uses.
- Housing types generally similar to Medium Density Residential districts, provided the building scale is appropriate to the district and the adjacent neighborhood.
- Mixed-use buildings.
- Non-commercial residential support uses similar to Medium Density Residential districts.

#### Recommended Development Intensity

- Generally, buildings should be at least two stories in height. Specific height standards should be established in neighborhood or special area plans and should be compatible with the scale and intensity of the district as a whole and the context of the surrounding neighborhood.
- The maximum development intensity (floor area ratio) for commercial uses should be established in a detailed neighborhood or special area plan.
- No fixed limits on the gross square footage of commercial buildings or establishments, but the types and sizes of commercial uses appropriate in the district may be defined in an adopted neighborhood or special area plan.
- Net residential densities within a Community Mixed Use district generally should not exceed 60 dwelling units per acre, but a neighborhood or special area plan may recommend small areas within the district for a higher maximum density if the development is compatible with the scale and character of the neighborhood.

The Wingra Market Study and Conceptual Redevelopment Plan Summary Report (“Wingra Report”), adopted by the Common Council in March 2006, identifies opportunities for the Wingra area, bounded by Wingra Creek, Fish Hatchery Road and South Park Street. The following excerpts from the Wingra Report identify more specifically the opportunities and recommendations (Section IV, Pages 12-13):

- There is market potential for 30,000 to 50,000 square feet of additional commercial space in the project area.
- The major opportunities for urban reinvestment and job creation are in health care and bio-medical services in cooperation with the major health care institutions and the University of Wisconsin. There is the potential to expand facilities for such uses by 400,000 to 600,000 square feet.
- Dean Health System’s long-range expansion plans at this site are unknown at this time. However, Dean would like to reserve sufficient area for potential expansion for up to 150,000 square feet of additional clinic space and associated parking for up to 1,000 vehicles.
- The former Dean / Morningstar Dairy site would be a suitable site for mid-rise residential development or a specialized lodging / conferencing facility of high quality urban design character and architecture. The buildings are currently vacant. Any new building at this site should be a “flat iron” building corresponding to the geometry of the site. A flat iron building will maximize the unique triangular shape of the site.

## EXPECTATIONS FOR DEVELOPMENT

The expectations for development in TID #42 have been developed from and predicated on the Comprehensive Plan for the City of Madison, as adopted by the Common Council. These adopted plans include a land use schedule that indicates a preference for commercial uses in the area designated as TID #42 (See TID #42 Map - Proposed Land Uses).

### Potential Areas for Development

The Potential Areas for Development are identified on the map in the section entitled Summary of Total Project Costs and Economic Feasibility. They lie generally within an area bounded by South Park Street, Fish Hatchery Road, and Wingra Creek, with one additional area for development located south of Wingra Creek along South Park Street.

### Annual Value Increment Estimates

**Definition of Value Increment:** The increase in value is determined by deducting the value in the TIF district that existed when it was created (i.e. the “base value”) from the TIF district’s increased value as a result of new development. Appreciation of the base value and the new development over the full 27-year life of the TIF district is also included in this estimate.

**Timeframe for Development:** For the purposes of this project plan’s economic expectations new development projects, the TIF generator projects indicated herein are expected to occur within the first 10 years of the district’s life. It is the City’s practice to anticipate development, repayment of costs and closure of the district within a shorter timeframe than the full 27-year period allowed by TIF Law. TID expenditures may be made for a period of 22 years from the date of TID creation. On average, a City TIF district is closed within about 12 years. To the extent that the District meets or exceeds economic expectations, it is then able to repay its project costs and return the value increment to the overlying taxing jurisdictions in a shorter period of time.

**Anticipated Development:** The actual timing and value of new growth within the District depends upon variables that are unpredictable at this time. The estimated \$19 million Wingra Clinic project is anticipated to be completed in 2014. The remaining development projects in Areas A-G are as yet undefined but are estimated to create an additional \$118,259,000 of value by 2027 at the latest. The total value increment (including estimated TIF generators and appreciation of property value within the district) generated over the 27-year life of the district is estimated at approximately \$263,216,000. This growth is estimated to generate approximately \$47,089,000 of tax increment over the life of the district.

Since the adoption of the original TID 42 project plan, development has begun to move down South Park St and through the areas in and adjacent to TID 42. The former Dean / Morningstar Dairy has redeveloped into a mix of clinic / office building and market rate housing. The City has also been in the process of redeveloping the former Truman Olson site located at 1402 South Park St, which will be a mix of affordable housing, structured parking, and ground floor grocery store.

## METHODS FOR THE RELOCATION OF DISPLACED PERSONS AND BUSINESSES

Where the relocation of individuals and business operations would take place as a result of the City's acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646) as applicable.

## LEGAL DESCRIPTION

Part of the Northeast 1/4, the Southeast 1/4, the Southwest 1/4, and the Northwest 1/4 of Section 26, Township 07 North, Range 09 East of the 4th Principal Meridian, City of Madison, Dane County, Wisconsin, described as follows:

**Beginning** at the northeasterly corner of Lot 1, Block 4, Fiore Plat<sup>3</sup>, also being the southerly right of way of High Street and the westerly right of way of Fish Hatchery Rd; thence westerly along said southerly right of way of High Street, 120.00 feet, more or less, to the intersection with the southerly extension of the westerly line of Lot 5; thence northerly, 60.00 feet, more or less, to the southwesterly corner of Lot 5, Block 2 of said Fiore Plat; thence northerly along the westerly line of Lots 1-5, said Block 2, 275.00 feet, more or less, to the southerly right of way of S. Brooks Street; thence continuing northerly, 66.00 feet, more or less, to the southeasterly corner of Lot 4, Block 1 of said Fiore Plat; thence westerly along the northerly right of way of said Brooks Street, 54.65 feet, more or less, to the southwesterly corner of said Lot 4; thence northeasterly 152.75 feet, more or less, to the northwesterly corner of said Lot 4, also being on the southwesterly line of Lot 1, Block 1 of said Fiore Plat; thence northwesterly along said southwesterly lot line, 110.1 feet, more or less, to the westerly corner of said Lot 1; thence northeasterly along the northwesterly line of said Lot 1, also being the southeasterly line of Lot 9, Block 1, Vogel's Addition to the City of Madison<sup>4</sup>, 73.6 feet, more or less, to the southeast corner of said Lot 9; thence continue northeasterly along said northwesterly line of said Lot 1, 24.0 feet, more or less, to the northeasterly line of a private right of way; thence northwesterly parallel with and 24 feet northeasterly of and perpendicular measure to the northeasterly line of said Vogel's Addition Plat line, and along the northeasterly line of said private right of way, 492.8 feet, more or less, to the northerly corner of said private right of way, also being the southeasterly right of way of Haywood Drive (platted as Ridgewood Avenue); thence northerly, 72.75 feet, more or less, to the southerly corner of Lot 1, Block 2, Back Bay Subdivision<sup>5</sup> and the northerly right of way of said Haywood Drive, also being the southeasterly corner of Lot 6, said Block 2; thence northwesterly along the southwesterly line of Lots 1-5, of said Block 2, 204.3 feet, more or less, to the northwesterly corner of Lot 5, said Block 2, and the southeasterly right of way of Delaplaine Court (platted as Wingra Court); thence northwesterly, 37 feet, more or less, to the southeasterly line of Lot 2, Certified Survey Map No. 11314<sup>6</sup>, and the northwesterly right of way of said Delaplaine Court; thence northeasterly along said northwesterly right of way, 100.0 feet, more or less, to the southeasterly corner of said Lot 2, and the southwesterly right of way of

<sup>3</sup> Fiore Plat, recorded in Vol. 10 of Plats, page 22, as Doc. No. 649933

<sup>4</sup> Vogel's Addition to the City of Madison, recorded in Vol. 13 of Plats, page 41, as Doc. No. 796988

<sup>5</sup> Back Bay Subdivision, recorded in Vol. 2 of Plats, page 52, as Doc. No. 248744

<sup>6</sup> Certified Survey Map No. 11314, recorded in Vol. 68 of Certified Survey Maps, page 229-232, as Doc. No. 4017355

S. Park Street (U.S.H. 151); thence northeasterly 149 feet, more or less, to the northwesterly corner of Lot 1, Certified Survey Map No. 12999<sup>7</sup> and the northeasterly right of way of S. Park Street (U.S.H. 151); thence easterly along the northerly line of said Lot 1, 92.42 feet, more or less, to the northeasterly corner of said Lot 1, also being the northwest corner of Lot 1, Plat of Addition to West Bay<sup>8</sup>; thence southeasterly along the northeast line of said C.S.M. 12999 and along the northeast line of Lots 6-8, Plat of West Bay<sup>9</sup>, 261.60 feet, more or less, to the easterly corner of Lot 8, said Plat of West Bay; thence southwesterly along the southeasterly line of said Lot 8, 99.4 feet, more or less, to the northeasterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along the northeasterly line of S. Park Street (U.S.H. 151), 360.0 feet, more or less, to the northwesterly line of Lot 18, said Plat of West Bay; thence northeasterly along the northwesterly line of said Lot 18, 100.0 feet, more or less, to the northerly corner of said Lot 18; thence southeasterly along the northeasterly line of said Lot 18, 26.6 feet, more or less, to the easterly corner thereof, said point also being on a line 100.0 feet perpendicular measure to and parallel with the easterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along said parallel line, 54.75 feet, more or less, to a point 34 feet, more or less, northeasterly from the easterly corner of Lot 19 of said Plat of West Bay and perpendicular measure to the right of way of said S. Park Street (U.S.H. 151); thence southwesterly, perpendicular to said S. Park Street, 34 feet, more or less, to the southeasterly corner of said Lot 19; thence southwesterly along the southeasterly line of said Lot 19, 65.8 feet, more or less, to the northeasterly right of way of S. Park Street (U.S.H. 151); thence southeasterly along the northeasterly right of way of S. Park Street (U.S.H. 151), 388.5 feet, more or less, to the northwest line of the southeast 8 inches of Lot 22, Block 10, South Madison<sup>10</sup>; thence northeasterly along said northwest line, 100.00 feet, more or less to the northeast line of the southwest 120 feet of said Lot 22; thence southeasterly along said northeast line, 8 inches, more or less to the southeast line of said Lot 22; thence northeasterly along said southeast line of Lot 22, 30 feet, more or less to the northeast line of the southwest 150 feet of Lot 21, Block 10, of said South Madison; thence southeasterly along said northeast line, 50.0 feet, more or less to the south line of said Lot 21; thence northeasterly along said south line of Lot 21, 9.75 feet, more or less, to the northeast line of the southwest 159.75 feet of Lot 20, Block 10, South Madison; thence southeasterly along said northeast line, 50.00 feet, more or less, to the northwesterly line of Lot 13, Block 10, Richmond Replat<sup>11</sup>; thence southwesterly along said northwesterly line, 0.58 feet, more or less, to the northeasterly corner of Lot 19, Block 10, South Madison; thence southerly along the westerly line of aforementioned Lot 13, also being the easterly line of Lots 18 and 19, said Block 10, 127 feet, more or less, to the northerly right of way of W. Lakeside Street and the southeast corner of said Lot 18; thence southeasterly, 127.1 feet, more or less, to the northeasterly corner of Lot 15, Block 6, of said South Madison, and the southerly right of way of said W. Lakeside Street and the southwesterly right of way of an alley; thence southeasterly along said southwesterly line, 264.67 feet, more or less, to the northeasterly corner of Lot 10 said Block 6, also being on the westerly line of Lot 8 of said Block 6; thence southerly along said westerly line, 87.85 feet, more or less, to the southwesterly corner of said Lot 8, and the northerly right of way of Emerson Street; thence southeasterly, 116.6 feet, more or less, to the northeasterly corner of Lot 10, Block 3 of said South Madison, and being the southerly right of way of said Emerson Street and being the southwesterly right of way of an

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<sup>7</sup> Certified Survey Map No. 12999, recorded in Vol. 83 of Certified Survey Maps, page 74-78, as Doc. No. 4701287

<sup>8</sup> Plat of Addition to West Bay, recorded in Vol. 4 of Plats, page 17A, as Doc. No. 322235

<sup>9</sup> Plat of West Bay, recorded in Vol. 4 of Plats, Page 16, as Doc. No. 287140

<sup>10</sup> South Madison, recorded in Vol. A of Plats, page 20, as Doc. No. 180760

<sup>11</sup> Richmond Replat, recorded in Vol. 2 of Plats, page 6A, as Doc. No. 438487

alley; thence southeasterly along said southwesterly line of an alley, 191.15 feet, more or less, to the southwesterly corner of the alley and to an easterly corner of Lot 6, of said Block 3; thence easterly along the northeasterly line of said Lot 6, 2.85 feet, more or less, to the northeast corner of Lot 6, said point also being the northwesterly corner of Lot 4 of said Block 3; thence southerly along the westerly line of said Lot 4, 150 feet, more or less, to the southwesterly corner of said Lot 4, and the northerly right of way of W. Olin Avenue (platted as Pond Street); thence southwesterly, 68 feet, more or less, to the intersection of the northeasterly right of way of S. Park Street (U.S.H. 151) with the south right of way of said W. Olin Avenue, and the north line of Woodlawn Addition to South Madison<sup>12</sup>; thence southeasterly along said northeasterly right of way, to the intersection with the northerly right of way of Spruce Street; thence easterly along said northerly right of way of Spruce Street, 143.2 feet, more or less, to the southwesterly corner of Lot 16, Block 1, Woodlawn Addition to South Madison<sup>13</sup>; thence southwesterly, 66.25 feet, more or less, to the intersection of the southerly right of way of said Spruce Street with the easterly line of that parcel of land described in Warranty Deed<sup>14</sup>; thence southerly along said easterly line, 150 feet, more or less, to the southeasterly corner thereof, said point also being on the northerly right of way of an alley; thence southerly, 18 feet, more or less, to the intersection of the northeasterly right of way of S. Park Street (U.S.H. 151) with the southerly line of said alley; thence southeasterly along the northeasterly right of way of said S. Park Street (U.S.H. 151), 80.96 feet, more or less, to a bend point in said right of way; thence southeasterly along said northeasterly right of way, 106.93 feet, more or less, to northerly right of way of Cedar Street; thence easterly along the northerly line of said Cedar Street, 150.00 feet, more or less, to the southeasterly corner of Lot 26, of said Block 2; thence southerly, 66 feet, more or less, to the southerly right of way of said Cedar Street, also being the intersection of the east line of the westerly 10 feet of Lot 2, Block 6, said Woodlawn Addition to South Madison with said right of way; thence southerly along said east line, 110.00 feet, more or less, to the northeasterly right of way of Beld Street (platted as Oregon Street), said point being on the southwesterly line of said Block 6; thence southeasterly along said northeasterly right of way, 222.6 feet, more or less, to a bend point of said Block 6; thence southeasterly along said northeasterly right of way, 45.2 feet, more or less, to the intersection thereof with the northerly right of way of Pine Street; thence southeasterly along said northeasterly right of way of Beld Street to the northwesterly corner of Lot 1, Block 7, Block Seven Woodlawn<sup>15</sup>; thence southeasterly along said northeasterly right of way, 168.33 feet, more or less, to the northerly right of way of an alley and the southwest corner of Lot 2, Block 7, of said Block Seven Woodlawn; thence easterly along said northerly right of way, 303.05 feet, more or less, to the southeasterly corner of Lot 8, said Block 7, and the northwesterly right of way of Gilson Street (platted as Maple Street); thence northeasterly along said northwesterly right of way to a point 76.08 feet southwesterly of the northeasterly corner of Lot 9, Block 3, Woodlawn Addition to Madison, also being the southeasterly corner of Warranty Deed<sup>16</sup>; thence easterly, 70 feet, more or less, to the southwesterly corner of Lot 6, Block 4, said Woodlawn Addition to South Madison; thence southeasterly along the south line of said Lot 6, 181.75 feet (179.8 feet per Woodlawn Addn to South Madison), more or less, to the southeast corner of said Lot 6; thence southeasterly along the southeasterly extension of the south line of said Lot 6 to a line parallel with and distant 15 feet westerly, measured radially, from the centerline of the main track of the Chicago and

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<sup>12</sup> Woodlawn Addition to South Madison, recorded in Vol. 2 of Plats, page 6, as Doc. No. 223816

<sup>13</sup> Woodlawn Addition to South Madison, recorded in Vol. 2 of Plats, page 6, as Doc. No. 223816

<sup>14</sup> Warranty Deed, recorded in Volume 9230, page 28, as Doc. No. 1984057.

<sup>15</sup> Block Seven Woodlawn, recorded in Vol. 2 of Plats, page 25, as Doc. No. 237891A.

<sup>16</sup> Warranty Deed, Doc. No. 3184391



Tomah railroad company (now the Union Pacific Railway Company); thence northeasterly, along said parallel line, to the southeasterly extension of the north line of said Lot 6; thence northwesterly along said southeasterly extension to the northeast corner of said Lot 6 said Woodlawn Addition to South Madison, and to the southeast corner of Lot 5, also being the westerly right of way of aforementioned railroad; thence northerly along said westerly right of way, and along a curve to the left, also being the easterly line of Block 4 of said Woodlawn Addition to South Madison, 300.5 feet, more or less, to the southeasterly corner of Block 2, of Maple Court<sup>17</sup>; thence northerly along the easterly line of said Block 2, also being said railroad westerly right of way, 336.5 feet, more or less, to the northeasterly corner of said Block 2, and the south right of way of W. Olin Avenue; thence easterly along said south right of way to a point 100 feet, more or less, westerly of the intersection of the northerly extension of Warranty Deed<sup>18</sup> with the south right of way line of W. Olin Avenue; thence southerly, 496.50 feet, more or less, to the northwesterly corner of Lot 1, Certified Survey Map 5781<sup>19</sup>; thence easterly along northerly line of said Lot 1, 20.19 feet, more or less, to the northeasterly corner of said Lot 1; thence southerly along the easterly line of said Lot 1, 731.35 feet, more or less, to a southeasterly corner of said C.S.M.; thence westerly along a southerly line of said C.S.M., 37.12 feet, more or less, to an easterly corner of said C.S.M.; thence southerly along an easterly line of said C.S.M. and an easterly line of Lot 2, said Certified Survey Map Number 5781, 308.57 feet, more or less, to the southeasterly corner of Lot 2 of said Certified Survey Map No. 5781; thence westerly along the southerly line of said Lot 2, 452 feet, more or less, to the southwest corner of said Lot 2, also being on the easterly right of way of Union Pacific Railroad, also being a point of curvature; thence southwest along said easterly right of way, and along a curve to the right, 568.5 feet, more or less, to the northwest corner of Lot 12, Block 2 of Fair View Addition to South Madison<sup>20</sup> and to the easterly right of way of Beld Street; thence southwest 76.75 feet, more or less, to the intersection of the southeasterly right of way of Union Pacific Railroad with the westerly right of way of Beld Street as presently located per surplus railroad disposal deed Document No. 1603243; thence southwest along the northwesterly line of said disposal deed Document no. 1603243, 259.1 feet, more or less, to the point of intersection with a straight line drawn between the most easterly corners of S Park Street right-of-way acquisition Document Nos. 761131 and 763144 representing the easterly right of way of S. Park Street (U.S.H. 151); thence westerly in a straight line, 167 feet, more or less, to the most easterly corner of that parcel of land described in Trustee Deed<sup>21</sup>, and the northwesterly right of way of Union Pacific Railroad, and to the west right of way of S. Park Street (U.S.H. 151); thence southwest along the southeasterly line of said Trustee Deed, and along the northwesterly right of way of said Union Pacific Railroad, 1089.75 feet, more or less, to the southeasterly corner of said Trustee Deed, and to the South line of the Southwest Quarter of Section 26, Township 07 North, Range 09 East; thence westerly along said South line, 206.6 feet, more or less, to the southwest corner of said Trustee Deed, also being the east line of Certified Survey Map Number (CSM#) 8380<sup>22</sup>; thence northerly along the westerly line of said parcel, and along the east line of said C.S.M., 218.00 feet, more or less, to a westerly corner of said Trustee Deed; thence northeasterly along the northwesterly line of

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<sup>17</sup> Maple Court, recorded in Vol. 1 of Plats, page 33, as Doc. No. 213378

<sup>18</sup> Warranty Deed recorded in Volume 246 of Deeds, page 17, Doc. No. 341754a

<sup>19</sup> Certified Survey Map No. 5781, recorded in Vol. 27 of Certified Survey Maps, page 158-159, as Doc. No. 2129172, and corrected by Affidavit of Correction, recorded in Vol. 12837, page 36, as Doc. No. 2141048, and corrected by Affidavit of Correction, recorded in Vol. 12943, page 58, as Doc. No. 2145714.

<sup>20</sup> Fair View Addition to South Madison, recorded in Vol. 4 of Plats, page 7, as Doc. No. 281472A

<sup>21</sup> Trustee Deed recorded as Doc. No. 3485185

<sup>22</sup> Certified Survey Map Number 8380, recorded in Vol. 45, pages 234-237, Doc. No. 2805197.

said Trustee Deed, and the east line of said C.S.M., also being the southeast line of C.S.M.#4420<sup>23</sup>, 732.4 feet (734.8 ft per the platted distance from CSM 4420), more or less, to a westerly corner said Trustee Deed; thence northerly along the westerly line of said parcel, and along the east line of said C.S.M. #4420, 447.6 feet (447.48 ft per the platted distance from CSM 4420), more or less, to the northwest corner of said Trustee Deed, and to the south right of way of Plaenert Drive; thence easterly along said south right of way of Plaenert Drive, 424.0 feet, more or less, to the intersection thereof with the westerly right of way of S. Park Street (U.S.H. 151), also being the northeast corner of said Trustee Deed; thence northerly along the westerly right of way of S. Park Street (U.S.H. 151), 166.0 feet, more or less, to the intersection thereof with the south right of way of Wingra Drive; thence westerly along said south right of way of Wingra Drive, 1019.5 feet, more or less, to the intersection with the southerly extension of the westerly right of way of South Street; thence northerly along said extended west right of way of South Street and along the west right of way of South Street, 294 feet, more or less, to the southeast corner of that parcel described in DEED<sup>24</sup>; thence westerly along southerly line of said parcel and along a line parallel with and 60 feet northerly of and perpendicular measure to the south line of Lot 4, Block 2, Haen Subdivision No. 1<sup>25</sup>, 276.4 feet, more or less, to the southwesterly corner of said DEED and the west line of said Lot 4; thence northerly along the westerly line of said DEED and of said Lot 4, 143.89 feet, more or less, to the northwesterly corner of said Lot 4; thence northwesterly along the southwesterly line of Lot 7, Haen Subdivision No. 1, 131.18 feet (129.65 ft per Haen Subdivision No. 1), more or less, to the western corner of said Lot 7, and to the easterly right of way of Fish Hatchery Road (platted as Fitchburg Street); thence northwesterly, 80.54 feet, more or less, to the southeast corner of Lot 20, Wingra Drive Addition<sup>26</sup>, also being the westerly right of way of Fish Hatchery Road; thence northeasterly and northerly along said westerly right of way of Fish Hatchery Road to the **Point of Beginning**.

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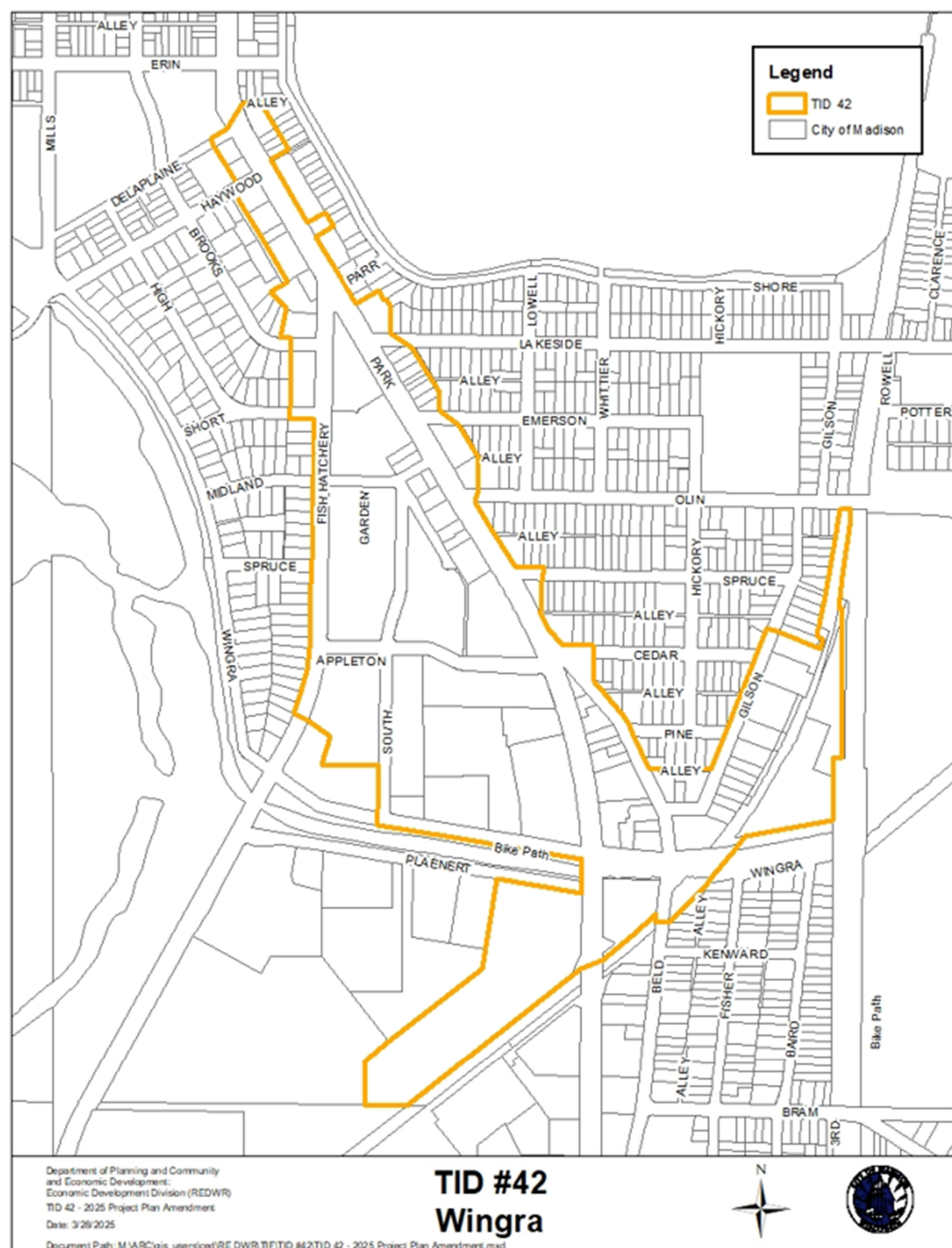
<sup>23</sup> C.S.M.#4420, recorded in Vol. 19, pages 88-89, Doc. No. 1842428

<sup>24</sup> DEED, recorded in Vol. 14527, page 97, Doc. No. 2214469

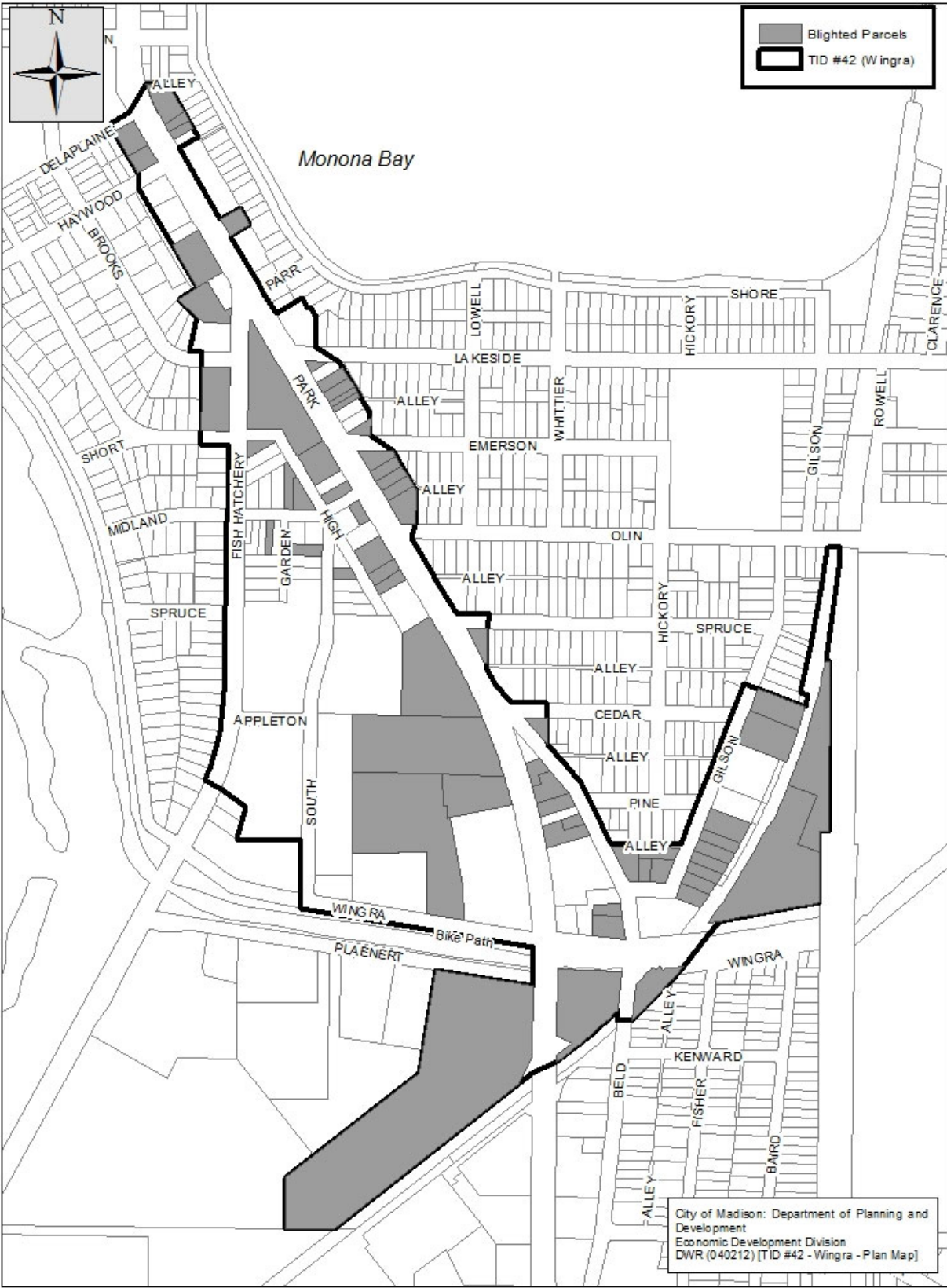
<sup>25</sup> Haen Subdivision No. 1, recorded in Vol. 23 of Plats, on pages 38-39, Doc. No. 998984

<sup>26</sup> Wingra Drive Addition, recorded in Vol. 12 of Plats, page 27, recorded as Doc. No. 754548

## District Boundary



Existing Conditions (Blight Map)

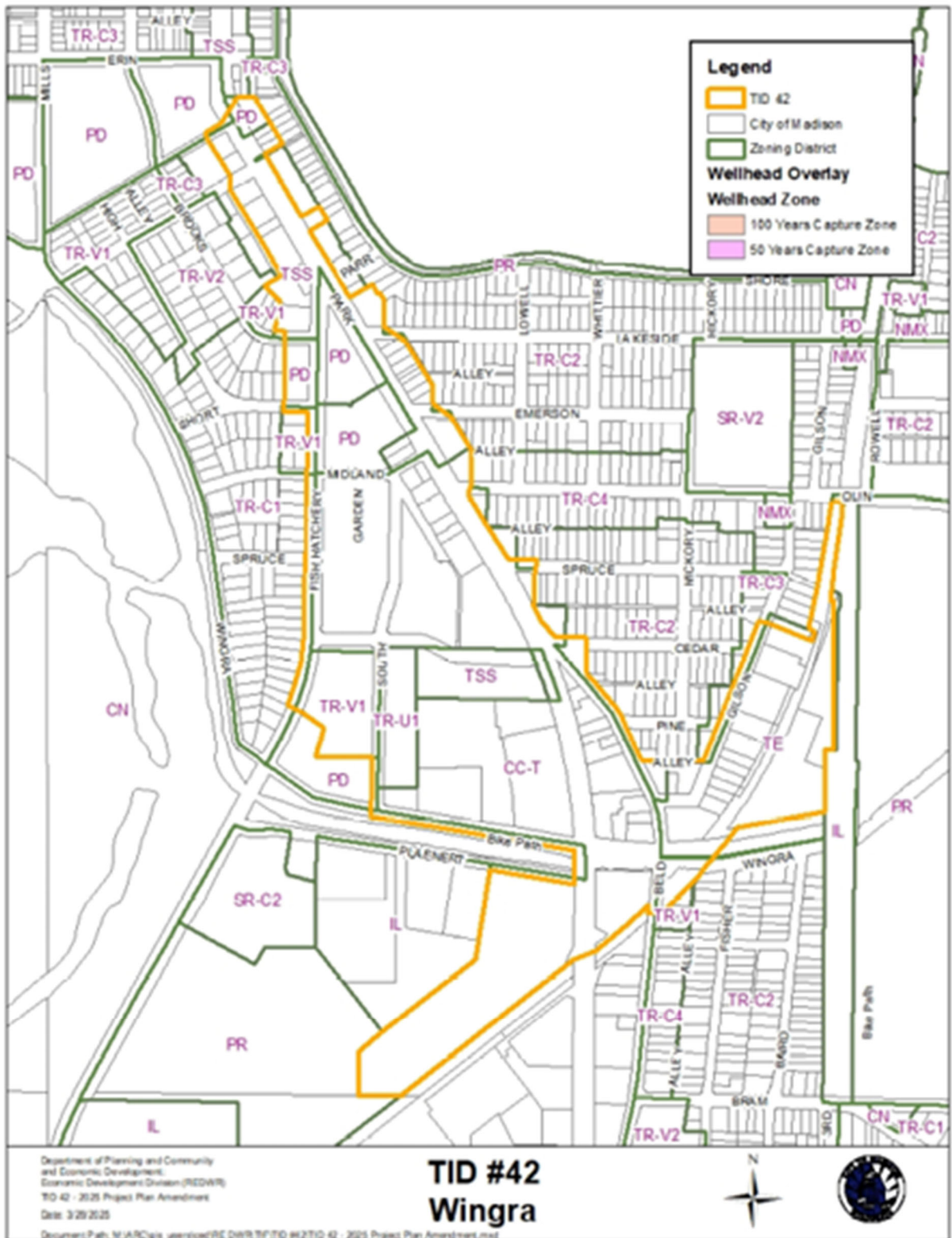


## 6/13/2025

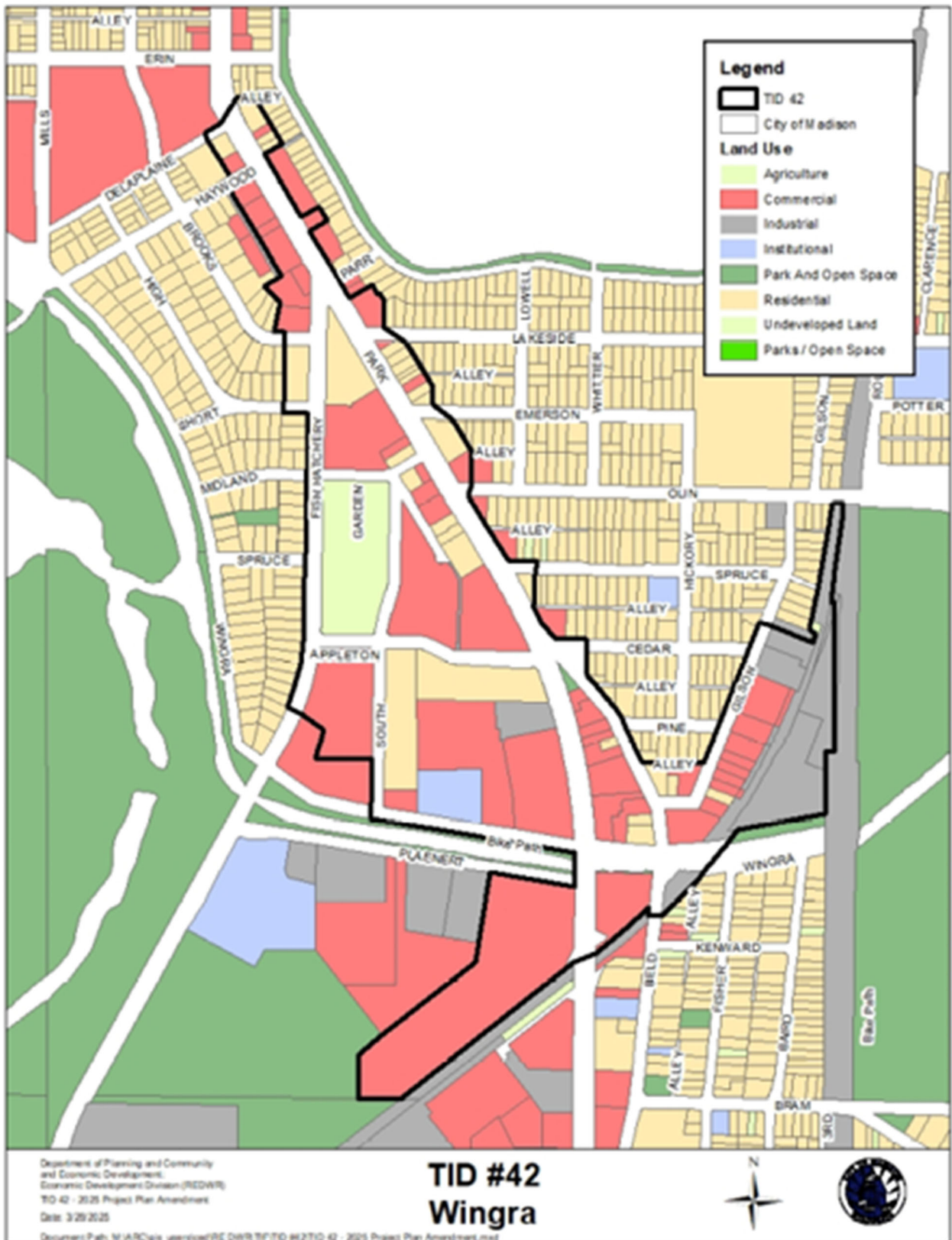




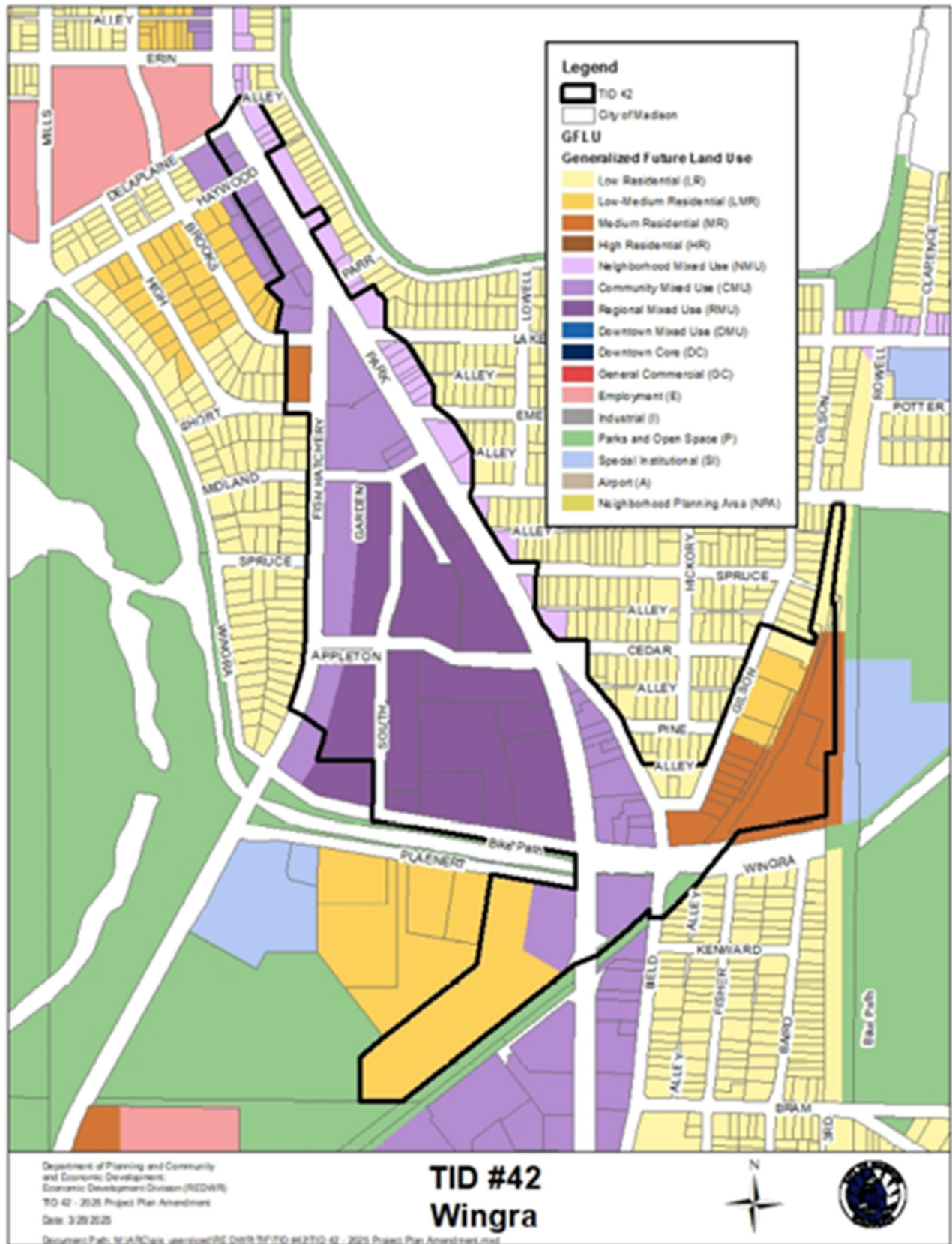
## Proposed Zoning



## Existing Land Use



## Proposed Land Use





## City Attorney Opinion Letter



### Office of the City Attorney

Michael R. Haas, City Attorney

Patricia A. Lauten, Deputy City Attorney

#### ASSISTANT CITY ATTORNEYS

Benjamin C. Becker  
Steven C. Brist  
Jason P. Donker  
Lara M. Mainella  
Amber R. McReynolds  
Marci A. Paulsen  
Adriana M. Peguero

Matthew D. Robles  
Avery J. Schulman  
Kate M. Smith  
Jaime L. Staffaroni  
Doran E. Viste  
Brittany A. Wilson  
Jennifer Zilavy

City-County Building, Room 401  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703-3345

(Telephone) 608-265-4511  
(Facsimile) 608-267-8715  
attorney@cityofmadison.com

#### PARALEGAL Ryan M. Riley

May 14, 2024

**TO:** Joseph E. Gromacki, TIF Coordinator  
**FROM:** Matthew Robles, Assistant City Attorney  
**SUBJECT:** Project Plan Amendment for TIF District No. 42 – City of Madison (Wingra)

Dear Mr. Gromacki:

In my capacity as Assistant City Attorney for the City of Madison, Wisconsin, I have examined the Amendment to the Project Plan for Tax Incremental Finance District No. 42, City of Madison, Wisconsin, dated March 7, 2023, with a proposed new amendment in 2024. Based on this examination, I am of the opinion that the amended Project Plan is complete and complies with the provisions of Secs. 66.1105(4)(f) and (h), Wis. Stats.

I render no opinion with respect to the accuracy or validity of any statement and/or finding contained in the Project Plan, but direct City officials to review the reports of City staff as regards to the Plan.

Sincerely,

Matthew D. Robles  
Assistant City Attorney

## 6/13/2025



## Donor Plan Appendix

### Background

TIF Law allows excess tax increment funds to be transferred between certain TIF districts if the TIF Joint Review Board approves such allocations and if the TIDs have the same overlying taxing jurisdictions. TIF Law refers to this relationship as “donor-recipient.” According to TIF Law, positive increments may be transferred from a “donor” TID to a recipient district as part of a “donor-recipient plan.”

TIF Law requires that the project plans be amended for donor TIF districts and recipient districts in the event that new project expenditures are incurred that were not outlined in the original project plan.

The Common Council is considering adoption of a resolution approving an amendment to the Project Plan for TID 39 (Stoughton Rd). The resolution would establish TID 39 as a donor TID. The resolution and one-year donor-recipient allocation plan anticipate a transfer of positive increments to TID 42 (Wingra). Assuming the project plan amendment is completed for TID 39, this project plan amendment for TID 42 will be completed that would establish TID 42 as a recipient TID.

### Current Status:

#### TID 39 (Stoughton Rd)

TID 39 was created on September 2, 2008. To date, the City has provided a loan to Dane County Data Exchange. In addition, The City has provided funds for the reconstruction of Femrite Drive. Through the end of 2019, the City had authorized approximately \$3.5 million of expenditures in TID 39. Total capital costs identified in the Project Plan are \$7,762,000. The City estimates that TID 39 had an estimated incremental value of \$104 million in 2019. The City estimates that TID 39 will receive approximately \$2.5 million in incremental revenue in 2020. The expenditure deadline for TID 39 is Sept 2, 2023. As of December 31, 2019, the City estimates that TID 39 will have \$1M of unrecovered costs.

Given the amount of outstanding debt in TID 39, the level of incremental revenue that TID 39 is generating, the planned costs in TID 42, and the City's desire to invest in South Madison, TID 39 is a potential donor to TID 42.

#### 2021 Project Plan Amendment

The City estimates that TID 39 has an estimated incremental value of \$114 million in 2020. The City estimates that TID 39 will receive approximately \$3.5 million in incremental revenue in 2021. The expenditure deadline for TID 39 is Sept 2, 2023. As of December 31, 2020, the City estimates that TID 39 will have \$868,000 of excess incremental revenue.

Given the amount of outstanding debt in TID 39, the level of incremental revenue that TID 39 is generating, the planned costs in and adjacent to TID 42, and the City's desire to invest in South Madison, TID 39 continues to be a potential donor to TID 42.

#### 2022 Project Plan Amendment

The City estimates that TID 36 has an estimated incremental value of \$451 million and TID 39 has an estimated incremental value of \$121 million in 2021. The City estimates that TID 36 will receive approximately \$10 million in incremental revenue and TID 39 will receive approximately \$2.7 million in incremental revenue in 2022. The expenditure deadline for TID 39 is Sept 2, 2023, and the expenditure deadline for TID 36 is September 6, 2027. As of December 31, 2021, the City estimates that TID 36 will have \$12.7 million of outstanding debt, while TID 39 will have \$2.9 million of excess incremental revenue.

Given the amount of outstanding debt in TID 36, coupled with its anticipated incremental revenues, and the excess incremental revenue in TID 39, the planned costs in and adjacent to TID 42, and the City's desire to continue to invest in South Madison, TIDs 36 and 39 continue to be potential donors to TID 42.

### **2023 Project Plan Amendment**

The City estimates that TID 36 has an estimated incremental value of \$489 million in 2022. The City estimates that TID 36 will receive approximately \$11.2 million in incremental revenue in 2023. The expenditure deadline for TID 36 is September 6, 2027. As of December 31, 2021, the City estimates that TID 36 will have \$4.9 million of excess tax incremental revenue.

Given the amount of excess incremental revenue in TID 36, coupled with its anticipated incremental revenues, and the planned expenditures and donations, TID 36 has been identified as a potential donor to TID 42.

### **2024 Project Plan Amendment**

The City estimates that TID 44 has an estimated incremental value of \$81 million in 2024. The City estimates that TID 44 will receive approximately \$1.6 million in incremental revenue in 2024. The expenditure deadline for TID 44 is September 17, 2035. As of December 31, 2023, the City estimates that TID 44 will have \$257,000 of remaining debt to recover from tax increments.

Given the amount of remaining debt to recover, coupled with the anticipated incremental revenues in 2024 and beyond, and the planned expenditures and donations, TID 44 has been identified as a potential donor to TID 42.

### **TID 42 (Wingra)**

TID 42 was created on July 3, 2012. The City has spent TID funds to assist with the Wingra Clinic development (\$1.8 million) and with the purchase of 1402 South Park Street from the Federal Government (the former Truman Olson Army Reserve Center). As of December 31, 2019, the City has spent approximately \$3,825,000 in TID 42, with an additional \$1,630,500 budgeted for expenditure in 2020 (total of \$5,456,300). In 2019, TID 42 had an estimated incremental value of \$28 million, which generates approximate \$677,000 of incremental revenue per year.

On Oct 31, 2022, the Town of Madison will dissolve and the City of Madison will take be faced with major infrastructure challenges, decades of neglect, a struggling local small business landscape, and the challenge of the potential for large scale displacement due to redevelopment and rapidly approaching gentrification. To begin to address these issues, the City is separately proposing to amend the TID 42 project plan to expand the City's investments in infrastructure, provide assistance to small businesses, begin land-banking activities, and other investments designed specifically to support the residents of South Madison.

Following the dissolution of the Town of Madison in 2022, the City will create a new South Madison TID in 2023. However, the City wishes to begin investing in South Madison immediately to begin addressing these issues. Establishing a donor-recipient plan between TIDs 39 and 42 begins that process.

### **Recommendation**

It is the City's general practice to create a TID, wait for it to generate incremental revenue, and then begin investing in public projects. Because of the combined factors facing South Madison, including, but not limited to:

- Historic neglect;
- Rapidly approaching redevelopment and gentrification;
- The potential for large scale displacement of existing residents;
- A diverse population with a high number of low-income residents;
- A need to assist local businesses;

The City proposes to take action in advance by amending the TID 42 project plan to:

- Expand infrastructure investments;
- Provide assistance to small businesses;
- Begin land-banking activities;
- Other actions that will directly address the challenges facing the residents of South Madison.

As TID 42 is not yet generating sufficient increment to pay for the proposed amended project costs in and adjacent to TID 42, the City proposes to amend TID 39 to donate excess incremental revenues to TID 42. It is the City's general practice to retire TIF districts within 10-12 years rather than extend their life to the full 20- or 27-year period (depending on their creation date) so that overlying taxing jurisdictions may receive the tax benefits of new growth sooner, rather than later. This practice also secures the City's flexibility to create future TIDs while complying with the 12% equalized value test required in TIF Law.

However, the requirements for investing in South Madison are such that the City is proposing a different approach. Previous TIDs in revitalization areas, such as TID 38 (Badger Ann Park) and TID 40 (Northside), borrowed funds to invest in infrastructure, awaiting value growth that did not occur. The City resorted to donor TIDs to repay the TID borrowing. If such donor TIDs were not available, the City would have had to repay such borrowing from its General Fund. Donor TIDs only exist for a brief period of time, in that they have recovered their cost and have excess tax increment available. By TIF Law, they must be used as donors or must close.

Given these previous experiences, and the fact that TID 39 is forecasted to generate excess tax increment in 2020, the City is proposing to preemptively donate excess incremental revenues from successful TIDs, such as TID 39, into an area of South Madison located in TID 42 in the City of Madison corporate limit to ensure that any TID that is created there in the near future is ultimately successful. Since the City cannot create a South Madison TID that will incorporate parcels that are currently in the Town of Madison until after the Town dissolves in 2022, the City is proposing to begin investing TID funds to improve the northern section of South Madison starting in 2020 through donated increment from TID 39 to TID 42.

In accordance with this intention and recognizing that the expenditure period for TID 39 ends in 2023, **and owing specifically to the economic concern caused by the COVID-19 pandemic**, Staff recommends that the TID 39 Project Plan be amended to provide for an initial one-year donor allocation period. TID 39 will thereby extend its forecasted lifespan one additional year to aide in covering these project costs. **As the economy recovers from the COVID-19 pandemic, and economic conditions allow**, the City intends to return to the Joint Review Board, economic conditions permitting, in subsequent years to request that the JRB consider a proposal to amend the donor recipient plan based upon current figures to allow additional incremental revenue to be donated from TID 39 to TID 42. The total amount of incremental revenue from TID 39 to be allocated to TID 42 is \$1,700,000 in 2020. This initial donor plan does not include any future donations from TID 39 to TID 42. The allocation over the next four years is shown in the schedule below.

#### 2022 Project Plan Amendment

To continue investing in South Madison, the City of Madison is proposing to invest another \$7,000,000 of donated incremental revenue from TID 36 and TID 39 to TID 42. The updated donor plan and allocation is shown in the schedule below.

#### 2023 Project Plan Amendment

To continue investing in South Madison following the dissolution of the Town of Madison, the City of Madison is proposing to invest an additional \$2,800,000 of donated incremental revenue from TID 36 to TID 42. The updated donor plan and allocation is shown in the schedule below.

#### 2024 Project Plan Amendment

To finalize TID 42's investments into South Madison following the dissolution of the Town of Madison, the City of Madison is proposing to invest an additional \$1,600,000 of donated incremental revenue from TID 44 to TID 42. The updated donor plan and allocation is shown in the schedule below.

Donor District	2020	2021	2022	2023	2024	2025	2026	Total
TID 39	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700,000
TID 39 (2021 Donation)		\$3,000,000						\$3,000,000
TID 39 (2022 Donation)		\$	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000
TID 36 (2022 Donation)			\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000
TID 36 (2023 Donation)				\$2,800,000	\$0	\$0	\$0	\$2,800,000
TID 44 (2024 Donation)					\$1,600,000	\$0	\$0	\$1,600,000
Total Donation								\$14,500,000 \$16,100,000
Recipient District								
TID 42	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700,000
TID 42 (2021 Received)	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
TID 42 (2022 Received)			\$7,000,000	\$0	\$0	\$0	\$0	\$7,000,000
TID 42 (2023 Received)				\$2,800,000	\$0	\$0	\$0	\$2,800,000
TID 42 (2024 Received)					\$1,600,000	\$0	\$0	\$1,600,000
Total Received								\$14,500,000 \$16,100,000

The 2021, 2022, 2023, 2024, and 2025 Project Plan Amendments and Donations do not alter any of the other terms of the previously adopted Project Plan, other than donating an additional \$4,416,000 of incremental revenue to TID 42 and the other previously described costs herein.

### Urban League of Greater Madison Homeownership & Wealth Building Program

#### THE CRISIS

The National Association of Realtors released a report on February 25, 2020 which found that minority homeownership rates continue to lag behind the national average. The report found Wisconsin to have the 3rd lowest Black homeownership rate nation – 23% compared with a national average of 45%. Here in Dane County, the rate is even worse at 10.1%.

Owning a home represents the stability, safety, and independence of the American dream. Homeownership has also been key to generational wealth accumulation and transfer, and accounts for a critical reason why Black families are less able to weather an economic crisis (think COVID-19), less able to start their own businesses, and so much more. It's a huge reason why the net worth of a typical white family is nearly ten times greater than that of a Black family.

While government and philanthropic efforts have invested significantly in affordable rental housing over the last decade, little attention has been given to closing this homeownership and wealth gap.

#### THE OPPORTUNITY

The Urban League of Greater Madison has a successful track record of helping families become homeowners. This includes a longstanding partnership with the City of Madison. Over the years, our Single Family Homeownership Program has acquired and renovated 57 homes. Using a lease-to-purchase model, 51 homes have been sold to families with just 6 more left to sell (in 2021). Over \$2,500,000 in equity has been passed along to these families. Moreover, these families have shown significant growth in income, savings, and other assets as a result of having quality, stable housing.

Since the fall of 2019, the Urban League has been working to design the next iteration of its homeownership program. In April of this year, we inked the terms of an innovative new homeownership program with a national CDFI, Wisconsin Housing and Economic Development Agency (WHEDA), and Wells Fargo Bank. The Urban League will utilize approximately \$4,000,000 in New Markets Tax Credit (NMTC) financing to purchase, renovate, and sell 15 to 20 homes to low and moderate income families. All homes will be located in NMTC Qualified Low Income Census Tracts and at least 70% will be located in Census Tracts that are severely distressed.

It is also important to note that this project will have a much longer and larger impact on the ULGM's housing and economic development strategy. As we build out this program, ULGM will be adding two essential positions to its staff team – one focused on real estate development and one focused on providing HUD-approved homeownership counseling and training services. Combined with our existing leadership team, this group will also be pursuing additional single family, multi-family, and commercial development projects. Finally, ULGM and investment partners in this project are approaching this innovative use of NMTC as a prototype that can be replicated and scaled up locally and nationally.

#### OUR REQUEST

The COVID-19 pandemic has severely limited the availability of homes for sale in our target price range (under \$225,000) and in our target NMTC qualified geography (South Madison, particularly the Burr Oaks and Brams Addition neighborhoods). As a result home prices are increasing, which is pressuring our affordability goals. The Urban League is requesting \$200,000 from the City of Madison to support this initiative. All funds will be used to provide direct assistance to participating families. Funds will be deployed in the form of forgivable mortgages averaging \$15,000 to \$20,000 per home and/or as a 50% match to the required savings/wealth building account that will be required of each family in lieu of a principal payment.



## OUR PROGRAM MODEL (DRAFT)

<b>Program Model Overview</b>	The program offers an alternative path to homeownership and wealth building by offering up to 7 years of financing to purchase homes that have been recently remodeled. Families will build equity and wealth while receiving the coaching and support to acquire traditional mortgage financing after the 7-year program period.
<b>Terms &amp; Benefits</b>	No down payment. Interest only payments for up to 7 years plus wealth building savings program. Free pre- and post-purchase homeowner and financial empowerment training and coaching. Must maintain escrow for taxes and active homeowners insurance. Must obtain own financing at end of program.
<b>2020 Income requirements</b>	Household income must be no less than 50% and no more than 120% of Dane County Median income adjusted for family size.
<b>Asset limits</b>	Borrower cannot have more than 5% of the purchase price in cash/assets at time of closing. This does not include 401K, IRA's or other retirement accounts.
<b>Ratios</b>	<ul style="list-style-type: none"> <li>Housing-to-income ratio not more than 31%</li> <li>Debt-to-income ratio not more than 43%</li> </ul>
<b>Credit</b>	<ul style="list-style-type: none"> <li>Minimum credit score of 580.</li> <li>Bankruptcies must be 2 years past discharge of full bankruptcy.</li> <li>No foreclosure within 7 years. Any judgements must be paid in full.</li> <li>12 months of no late payments on loans, utilities and credit cards.</li> </ul>
<b>Landlord verification</b>	12 months of no late payments on rent.
<b>Training &amp; Education</b>	Must have documented completion of a homebuyer education program. Homebuyer certificate cannot be more than one year old. Must agree to participate in ongoing homeownership and financial empowerment training and counseling with ULGM throughout the duration of the program.
<b>Other</b>	May not own other property at time of closing. Civil or criminal judgements for property damage, drug dealing, or domestic or other crimes of violence may preclude eligibility.





# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88725**

**File ID:** 88725

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** 13153 TID 45 - 2025 Project Plan Amendment

**Final Action:**

**Title:** Approving the Amendment to the Project Plan for Tax Incremental District (TID)  
#45 (Capitol Square West), City of Madison. (District 4)

### Notes:

**Sponsors:** Michael E. Verveer And Satya V. Rhodes-Conway

**Effective Date:**

**Attachments:** TID 45 Legal Description.pdf, 13153 TID 45 2025  
Project Plan Amendment - FINAL 6-5-2025.pdf

**Enactment Number:**

**Author:** Terrell Nash, Real Estate Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/7/25), Plan Commission (6/23/25), Common Council (7/15/25)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Plan Commission						
1	FINANCE COMMITTEE	06/17/2025	Referred	PLAN COMMISSION	06/23/2025		
	<b>Action Text:</b> This Resolution was Referred to the PLAN COMMISSION						
1	PLAN COMMISSION	06/23/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Solheim, seconded by Glenn, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> On a motion by Solheim, seconded by Ald. Glenn, the Plan Commission voted to return the Tax Increment District amendment to Finance Committee with a recommendation for approval. The motion passed by voice vote/other.						

### Text of Legislative File 88725

#### Fiscal Note

The proposed resolution authorizes a project plan amendment to TID 45 - Capitol Square

West. The amendment includes an additional \$1.8 million in TID-supported borrowing for John Nolen Dr reconstruction. The 2024 Adopted Capital Budget for Engineering: Major Streets included \$1.8 million of TID-supported borrowing (project #11860). The proposed amendment brings the total of TIF-supported costs to \$38.6 million with a total financing cost of \$10.63 million. No additional City appropriation is required with adoption of this project plan amendment.

**Title**

Approving the Amendment to the Project Plan for Tax Incremental District (TID) #45 (Capitol Square West), City of Madison. (District 4)

**Body**

WHEREAS Chapter 105 of the Laws of 1975 of the State of Wisconsin created the Tax Increment Law (the "TIF Law"), Section 66.1105, Wisconsin Statutes; and

WHEREAS TIF Law sets forth certain steps which must be followed to amend a Tax Incremental Project Plan; and

WHEREAS a Notice of Public Hearing by the Plan Commission to afford interested parties an opportunity to express their views on the amendment to the TID Project Plan for TID 45 was published in the Wisconsin State Journal on June 6 and June 13, 2025 as required by TIF Law; and

WHEREAS prior to publication of the Notice of Public Hearing a copy of the Notice was sent by first-class mail to each of the chief executive officers or administrators of all local governmental entities having the power to levy taxes on property within the amended boundary of TID 45; and

WHEREAS the Plan Commission of the City of Madison held a public hearing on June 23, 2025, at which interested parties were afforded an opportunity to express their views on the proposed amendment to the Project Plan for TID 45; and

WHEREAS the Plan Commission has made the following findings as indicated in the attached report:

1. No less than 50%, by area, of the real property within the TID is blighted within the meaning of 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.

WHEREAS the Plan Commission has determined that the TID meets the basic requirements of City TIF Policy for tax incremental district proposals adopted by the Common Council on April 17, 2001, amended on March 31, 2009, and amended again on February 25, 2014 (insofar as they are applicable to the amendment of a project plan), conforms to the Comprehensive Plan for the City of Madison and is consistent with the review criteria adopted at the same time, specifically, that the TID supports economic development activities intended to stabilize and diversify the City's economic base.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby confirms and adopts the above recitals and finds that:

1. No less than 50%, by area, of the real property within the TID boundary is blighted within the meaning of Section 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.
4. The project costs relate directly to eliminating blight.
5. TID 45 (Capitol Square West) is hereby declared a blighted area district.
6. The percentage of territory devoted to retail businesses within TID 45 (Capitol Square West) is under thirty-five (35%) percent.
7. The boundaries of TID 45 (Capitol Square West) are not changing.

BE IT STILL FURTHER RESOLVED that the attached amended Project Plan for TID 45 (Capitol Square West), City of Madison, is hereby adopted as of January 1, 2025 as the Project Plan for said District and such plan is feasible and in conformity with the Comprehensive Plan for the City of Madison and will add to the sound growth of the City.

## LEGAL DESCRIPTION

NOTE: Combined legal description for original TID 45 boundary and 2022 boundary amendment is shown below.

Part of Blocks 48, 49, 52, 66, 68, 69, 70, 72, 73, 74, 75 and 84, Original Plat of Madison<sup>1</sup>, located in and including parts of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 23, and located in and including parts of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 24, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the north corner of Block 75, Original Plat of Madison, also being the point of intersection of the Southeast right of way of West Mifflin Street with the Southwest right of way of North Carroll Street;

thence northeasterly, 66 feet, more or less, to the intersection of the northeast right of way of North Carroll Street with the Southeast right of way of West Mifflin Street being the west corner of the Public Square, Original Plat of Madison;

thence southeasterly along said northeast right of way line and the southwest line of the said Public Square, 198 feet, more or less, to the intersection with northeasterly extension of the northwest line of Lot 5, said block 75;

thence southwesterly along said extension of and along the northwest line of Lots 5, 6, 7, said Block 75, also along the extension of and southeast line of Lots 4 and 9, said Block 75, 264 feet, more or less to the west corner of said Lot 7, also being to the north corner of Lot 8, said Block 75;

thence southeasterly along the southwest line of said Lot 7 and its southeast extension, also along the northeast line of said Lot 8 and its southeast extension, 264 feet, more or less, to the southeast right of way of West Washington Avenue also being the northwest line of said Block 74;

thence northeasterly along said southeast right of way, 132 feet, more or less, to the north corner of The Loraine Condominium<sup>2</sup>;

thence southeasterly along the northeasterly line of said Loraine Condominium, 44 feet, more or less, to the northwest line of Warranty Deed<sup>3</sup>;

thence southwesterly along the northeasterly line of said Loraine Condominium, also along said northwest line, 12 feet, more or less, to the west corner of said Warranty Deed;

thence southeasterly along the northeasterly line of said Loraine Condominium, also along the southwest line of said Warranty Deed, 46 feet, more or less, to the south corner of said Warranty Deed, also to the northwest line of Warranty Deed<sup>4</sup>;

thence southwesterly along the northeasterly line of said Loraine Condominium, also along said northwest line, 20 feet, more or less, to the west corner of said Warranty Deed;

thence southeasterly along the northeasterly line of said Loraine Condominium, also along the southwest line of said Warranty Deed, 33 feet, more or less, to a bend in said Loraine Condominium, also a bend in said Warranty Deed;

thence southwesterly along the northeasterly line of said Loraine Condominium, also along said southwest line, 15 feet, more or less, to a bend in said Loraine Condominium, also a bend in said Warranty Deed;

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<sup>1</sup> Original Plat of Madison, as recorded in Volume A of Plats, on page 3, Dane County Registry.

<sup>2</sup> The Loraine Condominium, as recorded in Volume 4-148B of Condominium Plats, on pages 1-16, as Document Number 3964409, Dane County Registry.

<sup>3</sup> Warranty Deed, Document Number 4824315, Dane County Registry.

<sup>4</sup> Warranty Deed, Document Number 1480498, Dane County Registry.

thence southeasterly along the northeasterly line of said Loraine Condominium, also along said southwest line, 9 feet, more or less, to the south corner of said Warranty Deed, also to the northwest line of Lot 5, Block 74, said Original Plat of Madison;

thence northeasterly along the southeast line of said Warranty Deed, also along said northwest line and its northeasterly extension, 179 feet, more or less, to the intersection with northeast right of way of North Carroll Street, also being the said southwest line of the Public Square;

thence southeasterly along said northeast right of way, 198 feet, more or less, to the intersection with northwest right of way line of West Main Street at the south corner of the said Public Square;

thence northeasterly along said northwest right of way and southeast line of said Public Square, 125 feet, more or less, to the northwesterly extension of the northeast line of Warranty Deed<sup>5</sup>;

thence southeasterly along said northeast line extension of said Warranty Deed, also along the southwest line of State Justice Center Condominium Addendum 2<sup>6</sup>, 396 feet, more or less, to the southeast right of way of West Doty Street;

thence southwesterly along said southeast right of way, 319 feet, more or less, to the southeasterly extension of the northeast line of The Baskerville Condominium<sup>7</sup>;

thence northwesterly along the southeasterly extension of the northeast line of The Baskerville Condominium, also along said northeast line, also along the southwest line of Warranty Deed<sup>8</sup>, 156 feet, more or less, to the north corner of said The Baskerville Condominium, also to the intersection with the east right of way of South Hamilton Street, also to the southern most west corner of said Warranty Deed;

Thence southerly along the westerly line of the said First Addendum to the Baskerville Condominium and the easterly right-of-way of S. Hamilton Street, a distance of 127.91 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the northwesterly right-of-way of W. Doty Street;

Thence southerly 93 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the southeasterly right-of-way of W. Doty Street also being the northwest corner of Lot 1 of Certified Survey Map (CSM) No. 15409 recorded as Document No. 5593589;

Thence southerly along the easterly right-of-way line of S. Hamilton Street also being the West line of said Lot 1 of CSM No. 15409, a distance of 370.21 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the northwesterly right-of-way of W. Wilson Street;

Thence northeasterly along the northwesterly right-of-way of W. Wilson Street 330 feet more or less to the intersection of the northwesterly extension of the northeasterly line of Lot 6 of Block 70 of the Plat of Madison, The Capitol of Wisconsin recorded in Vol. A, Page 3;

Thence southeasterly along the said northwesterly extension of the northeasterly line of Lot 6, a distance of 66 feet to the northeasterly corner of said Lot 6;

Thence southeasterly along the northeasterly line of said Lot 6 244 feet more or less to the northwesterly right-of-way line of the railroad (now owned by the Wisconsin Department of Transportation);

Thence southwesterly (S42°56'11"W) along the northwesterly right-of-way of the said railroad 348.97 feet more or less to a point of curvature in the northwesterly right-of-way of the said railroad;

Thence southwesterly 50.95 feet along a 5714.65-foot radius curve to the right, being the northwesterly right-of-way of the said railroad, with a chord that bears S43°37'11"W, 50.95 feet to the southern most corner of Lot 1 of CSM No. 15903 recorded as Document No. 5803623, also being the intersection of the northeasterly right of way of South Henry Street and the northwesterly line of the said railroad;

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<sup>5</sup> Warranty Deed, Document Number 5119033, Dane County Registry.

<sup>6</sup> State Justice Center Condominium Addendum 2, as recorded in Volume 6-113B of Condominium Plats, on pages 1-3, as Document Number 4467300, Dane County Registry.

<sup>7</sup> The Baskerville Condominium, as recorded in Volume 5-100A of Condominium Plats, on pages 1-4, as Document Number 4159410, Dane County Registry.

<sup>8</sup> Warranty Deed, Document Number 5119033, Dane County Registry.

Thence continuing southwesterly along said curve, being the northwesterly right-of-way of the said railroad, 66 feet more or less to the intersection of southwesterly right of way of South Henry Street and the northwesterly line of the said railroad;

Thence northwesterly (N45°17'27"W) along the southwesterly right-of-way of S. Henry Street, a distance of 125.38 feet more or less to a point lying 87 feet southeasterly of the intersection of the easterly right-of-way of S. Hamilton Street and the southwesterly right-of-way of S. Henry Street;

Thence southwesterly (S44°42'33"W) 66 feet more or less to a point on the southwesterly line of Lot 3 of Block 69 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northwesterly (N45°17'27"W) along the said southwesterly line of Lot 3, a distance of 21.67 feet more or less to a point on the easterly right-of-way of S. Hamilton Street;

Thence southerly along the said easterly right-of-way of S. Hamilton Street 146 feet more or less to a point of intersection of the easterly extension of the northeasterly line of the said Nolen Shore Condominium and the said easterly right-of-way of S. Hamilton Street;

Thence westerly 66 feet to a point on the westerly right-of-way of S. Hamilton Street being the northerly corner of the easterly line of the said Nolen Shore Condominium;

Thence westerly (N89°28'10"W) along the northeasterly line of the said Nolen Shore Condominium a distance of 111.65 feet more or less to an angle point in the said northeasterly line;

Thence northwesterly (N41°46'10"W) along the said northeasterly line, a distance of 3.85 feet more or less to a point on a line being the southeasterly line of the northwesterly 92.5 feet of Lot 5 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly (N45°37'21"E) along the southeasterly line of the northwesterly 92.5 feet of Lot 5 and 6 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 34.9 feet;

Thence northwesterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet more or less to a point on the said southeasterly right-of-way of W. Wilson Street, said point being 219.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

Thence northeasterly along the said southeasterly right-of-way of W. Wilson Street, a distance of 35 feet to a point being 184.25 feet southwesterly from the northeast corner of said Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said right-of-way;

Thence southeasterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet, the northwest end of said perpendicular line is 184.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

Thence northeasterly along the southeasterly line of the northwesterly 92.5 feet of Lots 6 and 7 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 50 feet;

Thence northwesterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet to a point on the said southeasterly right-of-way of W. Wilson Street, said point lying 134.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

Thence northwesterly 71 feet more or less to the southwesterly corner of Lot 4 of the Block Forty-Nine Redevelopment Plat recorded as Doc. No. 3787594 being on the northwesterly right-of-way of W. Wilson Street;

Thence northeasterly (N44°51'43"E) along the southeasterly line of Lots 4 thru 6 of the said Block Forty-Nine Redevelopment Plat and said line extended northeasterly, a distance of 164.92 feet more or less to a point of intersection of the northwesterly right-of-way line of W. Wilson Street and the southwesterly right-of-way of S. Henry Street;

Thence northwesterly (N44°51'29"W) along the southwesterly right-of-way of S. Henry Street, a distance of 198 feet more or less to the most easterly corner of the Southeast ½ of the Northwest ½ of Lot 9 of Block 49 of the said Plat of Madison, The Capitol of Wisconsin;

Thence southwesterly along the southeasterly line of the Southeast ½ of the Northwest ½ of Lot 9 of Block 49 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 66 feet more or less to a point on the northeasterly line of Lot 9 of the said Block Forty-Nine Redevelopment Plat;

Thence northwesterly along the northeasterly line of said Lot 9 of the said Block Forty-Nine Redevelopment Plat, a distance of 66 feet more or less to the most northerly corner of said Lot 9 being on the southeasterly right-of-way of W. Doty Street;

Thence northeasterly along the northwesterly line of Lot 8 of the said Block Forty-Nine Redevelopment Plat also being on the southeasterly right-of-way of W. Doty Street, a distance of 66 feet more or less to the intersection of the southeasterly right-of-way of W. Doty Street and the southwesterly right-of-way of S. Henry Street also being the most northerly corner of said Lot 8;

thence northwesterly along said southwesterly right of way of S. Henry Street, 396 feet, more or less, to the intersection with the northwest right of way of West Main Street at the east corner of Block 51, said Original Plat of Madison;

thence northeasterly along said northwest right of way of West Main Street, 330 feet, more or less, to the southwest right of way of South Fairchild Street at the east corner of Block 67, said Original Plat of Madison;

thence northwesterly along said southwest right of way of South Fairchild Street, 660 feet, more or less, to the east corner of Lot 3, Block 66, said Original Plat of Madison, also to the north corner of Lot 4, of said Block 66;

thence southwesterly along the southeast line of said Lot 3, also along the northwest line of said Lot 4, also along the southeast line of Lot 10 of said Block 66, also along the northwest line of Lot 9 of said Block 66 and its southwest

extension, 330 feet, more or less, to the intersection with the southwest right of way of North Henry Street;

thence southeasterly along said southwest right of way, 97 feet, more or less, to the north corner of Warranty Deed<sup>9</sup>, also to the northern most east corner of Quit Claim Deed<sup>10</sup>;

thence southwesterly along the northwest line of said Warranty Deed, also along the southeast line of said Quit Claim Deed, 66 feet, more or less, to the west corner of said Warranty Deed, also to an interior corner of said Quit Claim Deed;

thence southeasterly along the southwest line of said Warranty Deed, also along a northeast line of said Quit Claim Deed and its southeasterly extension, 233 feet, more or less, to the intersection with the southeast right of way of West Washington Avenue;

thence southwesterly along said southeast right of way, 132 feet, more or less, to the southeasterly extension of the northeast line of Metropolitan Place Residential Condominium<sup>11</sup>;

thence northwesterly along said extension and along the southwest line of said Quit Claim Deed, also along the northeast line of Metropolitan Place Residential Condominium, also along the northeast line of Second Addendum to Metropolitan Place Parking Condominium<sup>12</sup> and its northwest extension, 528 feet, more or less, to the northwest right of way of West Mifflin Street;

thence northeasterly along said northwest right of way of West Mifflin Street, 811 feet, more or less, to the intersection with the south right of way of State Street at the north corner of Block 76, said Original Plat of Madison;

thence southeasterly, 81 feet, more or less, to the Point of Beginning.

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<sup>9</sup> Warranty Deed, Document Number 1554137, Dane County Registry.

<sup>10</sup> Quit Claim Deed, Document Number 5101030, Dane County Registry.

<sup>11</sup> Metropolitan Place Residential Condominium, as recorded in Volume 3-167A of Condominium Plats, on pages 1-18, as Document Number 3402989, Dane County Registry.

<sup>12</sup> Second Addendum to Metropolitan Place Parking Condominium as recorded in Volume 6-046A of Condominium Plats, on pages 1-7, as Document Number 4324804, Dane County Registry.

Date Adopted: June 16, 2015  
Resolution Number: RES-15-00513 (File ID #38083)  
Expenditure Deadline: June 16, 2037  
TID Expiration Date: June 16, 2042

Date Amended: July 12, 2022  
Resolution Number: RES-22-00484

**Project Plan and Boundary for**  
**TAX INCREMENTAL FINANCE DISTRICT #45**  
**(CAPITOL SQUARE WEST)**  
**City of Madison**

**Prepared by:**  
**Department of Planning and Community and Economic Development**  
**Economic Development Division**  
**Office of Real Estate Services**

**2025**



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## **TAX INCREMENTAL FINANCE DISTRICT # 45 (CAPITOL SQUARE WEST)**

**NOTE: The 2022 Project Plan Amendment amendments are highlighted in yellow.**

**NOTE: The 2024 Project Plan Amendment amendments are highlighted in green.**

**NOTE: The 2025 Project Plan Amendment amendments are highlighted in turquoise.**

### **INTENT AND PURPOSE**

The City of Madison (the “City”) has established that the health of the Madison economy and its neighborhoods is vital. The City intends to continue to expand, stabilize and diversify its economic base while continuing to revitalize neighborhoods. To that end, the City may utilize its various implementation tools, such as the City and Community Development Authority’s (CDA) development revenue bonds, tax incremental financing (TIF), and other State or federal tools that may be available.

In particular, the City of Madison is proposing to create Tax Incremental District (TID) #45–(Capitol Square West) as a blighted area TID, for the purposes of:

- 1) Elimination of blighting conditions;
- 2) Providing revitalization loans to aid redevelopment projects;
- 3) Rebuild infrastructure to aid in the continued revitalization of the area.

### **PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS**

The project elements proposed in this Project Plan conform to the objectives and recommendations contained in the Objectives and Policies, A Part of The Master Plan For The City of Madison (the “Master Plan”) as approved by the City Plan Commission. No changes in the Official Map, Building Codes or other City Ordinances appear to be necessary to implement the Project Plan. Zoning changes may be necessary as commercial or residential projects are proposed for the area, although none are proposed at this time. The Plan Commission reviews such proposals.

This TID is presently zoned UMX, DC (Downtown Core), and PD.

#### **Consistency with the City of Madison Comprehensive Plan**

Volume II, Chapter 2 of the Comprehensive Plan, entitled “Objectives and Policies for Established Neighborhoods”, stipulates goals and objectives that are consistent with the activities planned for the proposed TID #45, including but not limited to the following:

##### **Chapter 2: Land Use**

Objective 7: Encourage the development of compact, mixed-use neighborhoods and districts.

Objective 10: Achieve an efficient, balanced urban growth pattern by guiding new development, infill and redevelopment projects to planned development areas through the City of Madison.

Objectives 11 & 22: Seek to reduce the demand for vacant development land on the periphery of the City by encouraging urban infill, redevelopment, and higher development densities in areas recommended in City plans as appropriate locations for more intense development.

Objective 34: Guide the processes of preservation, rehabilitation and redevelopment in established City neighborhoods through adoption and implementation of neighborhood plans, special area plans and major project plans consistent with the Comprehensive Plan.

Objective 43: Provide and upgrade as necessary essential neighborhood infrastructure and services including streets, utilities, transit service, sidewalks, parks, schools, police and fire, ambulance service and code enforcement.

Objective 44: Encourage private investment and property maintenance in existing developed areas to prevent property deterioration and promote renovation and rehabilitation.

Objective 59: Identify sites within the City and its planned expansion areas that are appropriate locations for mixed-use employment and commercial activity centers.

Objective 61: Develop and implement strategies to strengthen and diversify the local economy, expand the local tax base, cultivate an entrepreneurial culture, and stimulate job creation, while preserving and enhancing the high quality of life currently enjoyed by City residents and businesses.

Objective 62: Retain and expand Madison's existing base of offices, research and development businesses and industrial facilities.

Objective 73: Continue to recognize Madison's downtown / campus area as a unique and important City and regional center that merits special planning and design attention.

Objective 75: Promote land use diversification and increases in development densities at selected located in Madison's downtown area.

Objective 76: Maintain and strengthen downtown Madison as a major employment, service and shopping center serving neighborhood, regional, and national and international markets.

Objective 81: Ensure efficient, safe, and convenient access to, from and within the downtown / campus area for all modes of transportation including walking, biking, transit and automobiles.

### **Chapter 3: Transportation**

Objective 1: Plan for and provide a balanced and efficient transportation network that offers realistic and viable alternatives to automobile travel and maximizes uses of existing transportation investments (such as investments in public transit, roadway infrastructure, etc.).

Objective 2: Provide and improve transportation infrastructure – such as roadways, sidewalks, etc. – in coordination with redevelopment projects and new development, in a manner that fosters compact urban development patterns in accordance with the Land Use chapter.

Objective 15: Provide for the construction and maintenance of parking facilities as part of an integrated strategy for urban development and redevelopment. Consider the desired density of land uses, the need for parking facilities to provide safe and convenient bicycle parking, the availability and desirability of on-street parking, the special parking needs of persons with disabilities, and the impacts on the pedestrian environment in future parking planning, management, and parking facility design activities.

### **Chapter 5: Economic Development**

Objective 1: Grow the City's role as a leader of economic prosperity in the region and the predominant urban economic center.

Objective 9: Redevelop underutilized, obsolete, abandoned or contaminated sites for commercial and industrial uses.

Objective 15: Strengthen the economic viability of the City's major employment / commercial centers.

Objective 16: Enhance the economic vitality of Downtown Madison by retaining, expanding and locating private enterprises.

### **Consistency with the City of Madison Downtown Plan**

The project elements proposed in the Project Plan also conform to the City of Madison Downtown Plan (the "Downtown Plan") as adopted by the Common Council on July 12, 2012. The Downtown Plan identifies objectives and recommendations that are consistent with the activities planned for the proposed TID #45, including but not limited to the following:

Objective 2.1 – Promote and grow Downtown as an important regional employment center by positioning it as a premier location for the formation and expansion of the basic sector businesses, including knowledge-based and creative industries, that will retain and attract new Downtown jobs.

Recommendation 9 – Promote Downtown business development by providing suitable sites and supporting infrastructure within the planned employment and mixed-use locations recommended in (the) Downtown Plan.

Recommendation 10 – Provide suitable locations for the development of larger, taller office developments, including government offices and mixed use office developments.

Recommendation 11 – Provide a wide range of office and commercial spaces to meet different business needs as recommended in (the) Downtown Plan. This could include, for example, attractive new and renovated class A, B, and C space, loft and flex buildings, live/work opportunities, and allowing some employment uses on the upper stories of mixed-use retail buildings.

Recommendation 12 – Recognize parking availability as a constraint on Downtown business development and work to address diverse parking needs.

Objective 2.2 – Enhance the economic value of the Downtown by encouraging high value projects that add employment and enhance property values.

Objective 2.4 – Encourage higher density infill redevelopment that is innovative and sustainable, and complements and enhances the areas in which they are proposed.

Recommendation 17 – Guide development to locations recommended in (the Downtown) Plan for buildings of corresponding height and scale.

Objective 2.7 – Create a vibrant, engaging Downtown business environmental, where employers want to locate, workers want to work, and creativity and entrepreneurship are fostered and nurtured.

### **Consistency with TIF Policy**

The Project Plan is also consistent with City of Madison Tax Incremental Finance Objectives and Policies (the “TIF Policy”) adopted by the City’s Common Council on April 17, 2001 and amended most recently on February 25, 2014. The Project Plan conforms to the following TIF Policy goals:

#### **Section 1: TIF Goals**

- A. Growing the property tax base.
- B. Fostering the creation and retention of family-supporting jobs.
- C. Encouraging adaptive re-use of obsolete or deteriorating property.
- D. Encouraging urban in-fill projects that increase (or decrease where appropriate) density consistent with the City’s Comprehensive Plan.
- G. Funding public improvements that enhance development potential, improve the City’s infrastructure, enhance transportation options, and improve the quality and livability of neighborhoods.
- I. Reserving sufficient increment for public infrastructure in both TIF project plans and TIF underwriting.

## PROPOSED PROJECT COSTS

The following represent total estimated costs. By TIF Law, TIF may only pay for the non-assessable portion of these costs. More detail is provided in the section entitled “Detailed Estimate of Timing and Project Costs” that estimates the amount of cost paid with TIF.

### Public Works Improvements

\*Capitol Square Reconstruction (Main St., Pinckney St, Carroll St, Mifflin St.) **\$3,400,000**

Wilson St Undergrounding	<b>\$1,222,000</b>
Hamilton / Broom St Stormwater	<b>\$7,000,000</b>
2022 Subtotal	<b>\$8,222,000</b>

West Washington & Henry St resurfacing	<b>\$800,000</b>
John Nolen Drive Underpass	<b>\$1,800,000</b>
2024 Subtotal	<b>\$2,600,000</b>

John Nolen Drive Road Project	<b>\$1,800,000</b>
2025 Subtotal	<b>\$1,800,000</b>

*\*NOTE: The Capitol Square Reconstruction is proposed to be completed through the use of the so called “1/2 Mile Rule”. This requires separate Joint Review Board approval prior to this project being authorized and funded by TID #45.*

**Total Public Works Improvements** **\$3,400,000**

<b>2022 Total Public Works Improvements</b>	<b>\$11,622,000</b>
<b>2024 Total Public Works Improvements</b>	<b>\$14,222,000</b>
<b>2025 Total Public Works Improvements</b>	<b>\$14,222,000</b>

### Community Development Authority Revitalization Activities

In accordance with Section 66.1333 of the State Statutes (Redevelopment Law), the CDA may undertake a variety of revitalization activities in the TIF District if that area corresponds to the boundary of a Redevelopment District.

Estimated Cost: **\$0**

### Economic Development Assistance

#### **Development Loans**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of loans may be provided to private development projects, that demonstrate that “but for” such TIF assistance, the project would not occur. TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, parking facility construction, site preparation, environmental remediation, landscaping and similar types of related activities.

Estimated Cost: **\$25,125,000**

#### **Updated Development Loans – 2022**

To date, the following projects have been authorized and provided TIF assistance in the form of development loans:

AT&T Building	<b>\$2,050,000</b>
Anchor Bank Building	<b>\$13,317,000</b>
Subtotal – Loans Authorized as of 2022	<b>\$15,367,000</b>

Estimated Cost – Original Plan	\$25,125,000
Less: Subtotal Loans Authorized as of 2022	(\$15,367,000)
<b>Balance of Development Loan Authority</b>	<b>\$9,758,000</b>

### **Land Acquisition**

In order to construct the public improvements and for the revitalization and development of private property, the acquisition of property and relocation of occupants may be necessary in this TIF District. The acquisitions could vary from rights-of-way and air space to entire parcels.

Estimated Cost: \$0

### **Affordable Housing**

This category of costs is for the benefit of affordable housing and the improvement of housing stock in the City of Madison. After the date on which TID #45 pays off all of its aggregate costs, as provided for in State Statute the City may extend the life of TID #45 for one year to benefit affordable housing and to improve housing stock.

Estimated Cost: \$0

### **Organizational, Administrative and Professional Costs**

This category of project costs includes estimates for administrative, professional, organizational and legal costs. Project costs may include salaries, including benefits, of City employees engaged in the planning, engineering, implementing and administering activities in connection with TID #45, supplies and materials, contract and consultant services, and those costs of City departments such as the Finance Department, City Attorney, City Engineer, Parks Division, Planning & Development and the Office of the Mayor.

Estimated Cost: \$500,000

<b>TOTAL:</b>	<b>\$29,025,000</b>
<b>TOTAL:</b>	<b>\$37,247,000</b>

### **Financing Costs**

The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Staff estimates that in the event the City of Madison borrows funds to pay for the capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay all of the \$29,000,000 of estimated project costs and an estimated \$7,990,000 financing cost.

### **Updated Financing Costs – 2022**

The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Approximately \$1,222,000 of the \$8,222,000 of project costs for this amendment is assessable to adjacent property owners. Therefore, staff estimates that in the event the City of Madison borrows funds to pay for the remainder of capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay all of the \$7,000,000 of estimated TIF-eligible project costs and an estimated \$1,925,000 financing cost.

<b>Total Financing Cost (Original Plan and 2022 Amendment)</b>	<b>\$9,915,000</b>
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## DETAILED ESTIMATE OF TIMING AND PROJECT COSTS

The following are the eligible project costs as provided for under Section 66.1105 (2)(f), Wisconsin Statutes and the timing in which certain project costs will be incurred. TIF Law requires that all project plan expenditures be made within a blighted area TID within 22 years of its creation. Certain project costs will be subject to the anticipated long-term development expectations as described elsewhere in this Plan. **The actual eligible project costs herein (shown below) may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan. There are no planned costs that are non-project costs.**

Street Reconstruction	Proposed TIF Funded Non-Assessable Cost	Assessable Costs	Total	Time Frame
Capitol Square Reconstruction	\$3,375,000	\$25,000	\$3,400,000	2015 - 2042
<b>TOTAL PUBLIC IMPROVEMENTS</b>				
<b>Development Loans</b>	\$25,125,000		\$25,125,000	2015 - 2042
Administrative and Professional Costs	\$500,000		\$500,000	2015 - 2042
<b>TOTAL PROJECT COSTS</b>	<b>\$29,000,000</b>	<b>\$25,000</b>	<b>\$29,025,000</b>	2015 - 2042
Finance Costs	\$7,990,000			2015 - 2042

2022 Project Plan Amendment Public Works	Proposed TIF Funded Non-Assessable Cost	Non-TIF Assessable Costs	Total	Time Frame
Wilson St Undergrounding	\$1,222,000	\$0	\$1,222,000	2022 - 2042
Hamilton / Broom St Stormwater	\$5,778,000	\$1,222,000	\$7,000,000	
<b>TOTAL 2022 PROJECT PLAN AMENDMENT PROJECT COSTS</b>	<b>\$7,000,000</b>	<b>\$1,222,000</b>	<b>\$8,222,000</b>	2022-2042
Finance Costs - Amendment	\$1,925,000			
<b>TOTAL PROJECT COSTS (Orig. Plan + Amendment)</b>	<b>\$36,000,000</b>	<b>\$1,247,000</b>	<b>\$37,247,000</b>	2022-2042
Finance Costs – Orig. Plan + Amended	\$9,915,000			2022-2042

2024 Project Plan Amendment Public Works	Proposed TIF Funded Non-Assessable Cost	Non-TIF Assessable Costs	Total	Time Frame
West Washington and Henry St resurfacing	\$800,000	\$0	\$800,000	2024 - 2042
John Nolen Dr Underpass <sup>1</sup>	\$1,800,000	\$0	\$1,800,000	2024 - 2042
<b>TOTAL 2022 PROJECT PLAN AMENDMENT PROJECT COSTS</b>	<b>\$2,600,000 - \$800,000</b>	<b>\$0</b>	<b>\$2,600,000 - 1,600,000</b>	<b>2024 - 2042</b>
<b>TOTAL PROJECT COSTS (Orig. Plan + 2022 and 2024 Amendments)</b>	<b>\$36,800,000</b>	<b>\$1,247,000</b>	<b>\$38,047,000</b>	<b>2022 - 2042</b>
2024 Finance Costs	\$715,000	\$0	\$715,000	2024 - 2042
Finance Costs – Original Project Plan, First (2022) Amendment and 2024 Amendment	\$10,630,000	\$0	\$10,630,000	2022 - 2042

2025 Project Plan Amendment Public Works	Proposed TIF Funded Non-Assessable Cost	Non-TIF Assessable Costs	Total	Time Frame
John Nolen Dr Road Project	\$1,800,000	\$0	\$1,800,000	2025 - 2042
<b>TOTAL 2025 PROJECT PLAN AMENDMENT PROJECT COSTS</b>	<b>\$2,600,000 - \$1,800,000</b>	<b>\$0</b>	<b>\$2,600,000 - 1,600,000</b>	<b>2025 - 2042</b>
<b>TOTAL PROJECT COSTS (Orig. Plan + 2022, 2024, and 2025 Amendments)</b>	<b>\$38,600,000</b>	<b>\$1,247,000</b>	<b>\$39,847,000</b>	<b>2022 - 2042</b>
2025 Finance Costs	\$715,000	\$0	\$715,000	2025 - 2042
Finance Costs – Original Project Plan, First (2022) Amendment, 2024, and 2025 Amendment	\$10,630,000	\$0	\$10,630,000	2022 - 2042

<sup>1</sup> Reallocated in 2025 Project Plan Amendment to John Nolen Dr reconstruction project.



## SUMMARY OF TOTAL PROJECT COSTS AND ECONOMIC FEASIBILITY

The project costs include the estimated costs of planning, engineering, construction or reconstruction of public works and improvements and financing costs. **The actual eligible project costs may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

### How Tax Increments Are Generated, Used

Under the Wisconsin TIF Law, the property taxes paid each year on the increase in equalized value of the Tax Incremental District may be used by the City to pay for eligible project costs within the TID. Taking the TID's current value as a result of growth and deducting the value in the District that existed when the District was created determines the increase in value. All taxes levied upon this incremental (or increased) value by the City, Madison Metropolitan School District, Dane County, and the Madison Area Technical College District are allocated to the City for direct payment of project costs and payment of debt service on bonds used to finance project costs.

Per TIF Law, the maximum life of a blighted area TID is 27 years and all project expenditures must be made five (5) years prior to the termination of the TID. Therefore, all project expenditures must be made by December 31, 2037. Tax increments may be received until project costs are recovered, at which time the TID must close.

### TIF-Eligible Capital Budget

The cost of public improvements and other project costs is approximately **\$29,025,000** **\$37,247,000** **\$39,847,000**. It is anticipated that **\$25,000** **\$1,247,000** of the project costs will be assessable to property owners. Assessments are determined in accordance with the City and Board of Public Works standard special assessment policies. The **\$29,000,000** **\$36,000,000** **\$38,600,000** balance of the TIF-eligible project costs (i.e. net of assessable costs) represents the authorized TIF Capital Budget for this Project Plan and will require financial support by incremental taxes from the District.

## Estimate of Economic Feasibility, TIF Generator(s)

TIF Policy requires a proposed TID have an economic “generator” i.e. at least one private development project that generates increment to finance TID costs. The determination of economic feasibility herein, including such TIF generators, is based on anticipated, near-term development, as well as projected development through 2042. The anticipated development for TID #45 includes two planned projects and one project under consideration. The first is the redevelopment of the Anchor Bank building at the corner of West Main St and South Carroll St. Urban Land Interests (ULI) intends to develop this site into 186,000 gross SF of office space, approximately 100 apartments, 43,000 SF of commercial and retail space, 2,400 SF of storage, and 548 stalls of underground parking. The estimated incremental value of this project is approximately \$84,700,000

The second project is Hovde Property’s renovation of the AT&T Building located at 316 West Washington Avenue. The estimated incremental value of this project is approximately \$20,997,000. The developer has estimated that this project will create 45-50 living wage jobs during the construction phase and upon completion and full occupancy, there will be 443 jobs in the building. This is an increase of 400 jobs over the building’s current occupancy. This project is a major building renovation, including but not limited to:

- Installing new windows on floors 1-10;
- Installing a new curtain wall along with West Washington Ave façade;
- New storefront entrance and canopy on west Washington Ave;
- Plaza upgrades;
- Complete rebuild of five operating elevators;
- Complete interior demolition of floors 6-10 to rebuild as white box space for future tenants;
- Renovation of loading docks;
- Parking and loading dock improvements to include adding ADA parking stalls and structural slab repairs.

Hovde Properties is also considering the new construction of approximately 100,000 square feet office and commercial space, with potential for a new Wisconsin Historical Museum, upon property it owns at the corner of Mifflin and Carroll Streets. Again, the actual timing and value of such redevelopment, if it occurs, is unpredictable at this time. However, for the purposes of providing a conservative rough estimate, such a potential project may reach a full equalized assessed value estimated at approximately \$25 million by 2020.

### **Estimated Incremental Value of All TIF Generators**

ULI	\$84,700,000
AT&T (Hovde) Project	\$20,997,000
<u>Mifflin / Carroll St (Hovde) Project</u>	<u>\$25,000,000</u>
TOTAL Estimated Value of all TIF Generators	\$130,697,000

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from these and other development projects, and economic growth or value appreciation over the life of the TID is estimated to be **\$130,697,000**. This value is projected to produce incremental revenues sufficient to support the project costs stated above.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the majority of the project cost is financed with long-term debt, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

Based on the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the life (i.e. the total amount of tax increments over 27 years) of the TID should total approximately **\$79,000,000**. The present value of the total incremental revenues that are anticipated to be generated is **\$29,000,000**.

As previously indicated, each segment of the project (i.e., every individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City’s intent to closely monitor all planned and actual development within the TID. The actual City investment in TID #45 may, therefore, be less than the amount shown in the Project Plan.

In 2022, development is underway for a 206-unit market rate apartment project located in the 100 Block of W. Wilson Street at Henry Street within the proposed first boundary amendment of TID #45, with a forecasted incremental value of \$41,553,000.

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from this development project and economic growth or value appreciation within the amended territory, over the remaining life of the TID, is estimated to be **\$62,788,000**. This value is projected to produce incremental revenues sufficient to support the project costs stated in the proposed project plan amendment.

Based upon the current tax rates and conservative financial market assumptions the anticipated growth over the TIDs remaining 20 years (i.e. the total amount of tax increments) should total approximately \$15,475,000. The present value of the total incremental values that are anticipated to be generated in this TID amendment is \$7,000,000.

As of the 12/31/2023, TID 45 had an incremental value of \$116,526,000. The TID is generating approximately \$2,300,000 in incremental revenue each year. Using conservative estimates, the TID is projected to be able to recover all of its outstanding debt, along with these additional \$2,600,000 of costs in approximately eight (8) years.

As of the 12/31/2023, TID 45 had an incremental value of \$154,276,500. The TID is generating approximately \$2,900,000 in incremental revenue each year. Using conservative estimates, the TID is projected to be able to recover all of its outstanding debt in approximately five (5) years.

### Finance Cost

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated capital cost is **\$7,990,000**.

Staff estimates that TID increment could support interest payments on capital borrowing for the proposed project plan amendment. The estimated interest and finance cost to borrow the estimated capital cost is **\$1,925,000**. Therefore, the total finance cost to borrow \$36,000,000 for the original project plan and the proposed amendment is estimated at \$9,915,000.

Staff estimates that incremental revenue from TID 45 could support interest payments on capital borrowing for the proposed 2024 project plan amendment. The estimated interest and finance cost to borrow the estimated capital cost is \$715,000. Therefore, the total finance cost to borrow the total TIF supported project costs of \$38,600,000 are \$10,630,000.

Staff estimates that incremental revenue from TID 45 could support interest payments on capital borrowing for the proposed 2025 project plan amendment. The estimated interest and finance cost to borrow the estimated capital cost is \$715,000. Therefore, the total finance cost to borrow the total TIF supported project costs of \$38,600,000 are \$10,630,000. This represents no change from the 2024 amendment, as costs are simply being reallocated from one project to another.

## **PROMOTION OF ORDERLY LAND DEVELOPMENT**

The area in this TID is part of the "Downtown Districts", as identified in the City of Madison Comprehensive Plan. The TID lies in the Downtown Core and State Street District portions of the Downtown District. Descriptions of these uses and their densities can be found in Volume II, Chapter 2 of the City's Comprehensive Plan, at this link:

<http://www.cityofmadison.com/planning/ComprehensivePlan/dplan/v2/chapter2/v2c2.pdf>

The City further refined the densities and uses in the Downtown area with the adoption of the Downtown Plan, found at this link:

[http://www.cityofmadison.com/neighborhoods/downtownPlan/pdf/Downtown\\_Plan.pdf](http://www.cityofmadison.com/neighborhoods/downtownPlan/pdf/Downtown_Plan.pdf)

TID #45 is a blighted area TID. An independent survey of conditions ("blight study") found that 52.75% of the parcels by area in TID #45 were found to be blighted as defined by State Statute.

## EXPECTATIONS FOR DEVELOPMENT

The expectations for development in TID #45 have been developed from and predicated on the Comprehensive Plan for the City of Madison and the Downtown Plan, as adopted by the Common Council.

### Potential Areas for Development

The Potential Areas for Development include the Anchor Bank building, the AT&T Building, and the properties at the intersection of State Street, Mifflin St, and Carroll St. The development on this site is described in further detail in this project plan.

### Annual Value Increment Estimates

**Definition of Value Increment:** The increase in value is determined by deducting the value in the TIF district that existed when it was created (i.e. the “base value”) from the TIF district’s increased value as a result of new development. Appreciation of the base value and the new development over the full 27-year life of the TIF district is also included in this estimate.

**Timeframe for Development:** For the purposes of this project plan’s economic expectations, the TIF generator projects indicated herein are expected to occur within the first 10 years of the district’s life. It is the City’s practice to anticipate development, repayment of costs and closure of the district within a shorter timeframe than the full 27-year period allowed by TIF Law. TID expenditures may be made for a period of 22 years from the date of TID creation. On average, a City TIF district is closed within about 12 years. To the extent that the District meets or exceeds economic expectations, it is then able to repay its project costs and return the value increment to the overlying taxing jurisdictions in a shorter period of time.

**Anticipated Development:** The actual timing and value of new growth within the TID depends upon variables that are unpredictable at this time. However, the estimated \$84.7 million Anchor Bank redevelopment project (186,000 square feet of office space, 43,000 square feet of commercial space and 100 market rate apartments) at 25 West Main and \$20,997,000 (141,000 square feet of office space and 11,000 square feet of first floor retail space) redevelopment project at 316 West Washington (formerly the AT&T property) are anticipated to be completed by 2017.

In addition, there is a potential to develop approximately 100,000 square feet of office and commercial space, with potential for a new Wisconsin Historical Museum, upon property located at the corner of Mifflin and Carroll Streets. Again, the actual timing and value of such redevelopment, if it occurs, is unpredictable at this time. However, for the purposes of providing a conservative rough estimate, such a potential project may reach a full equalized assessed value estimated at approximately \$25 million by 2020.

The total value of increment (including estimated TIF generators and appreciation of property value within the district) generated over the 27-year life of the district is estimated at approximately \$259,000,000. This growth is estimated to generate approximately \$79,000,000 of tax increment over the life of the district.

In 2022, development is underway for a 206-unit market rate apartment project located in the 100 Block of W. Wilson Street at Henry Street within the proposed first boundary amendment of TID #45, with a forecasted incremental value of \$41,553,000. Based upon the current tax rates and conservative financial market assumptions the anticipated growth over the TIDs remaining 20 years (i.e. the total amount of tax increments) should total approximately \$15,475,000.

## METHODS FOR THE RELOCATION OF DISPLACED PERSONS AND BUSINESSES

Where the relocation of individuals and business operations would take place as a result of the City’s acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646) as applicable.

## LEGAL DESCRIPTION

NOTE: Combined legal description for original TID 45 boundary and 2022 boundary amendment is shown below.

Part of Blocks 48, 49, 52, 66, 68, 69, 70, 72, 73, 74, 75 and 84, Original Plat of Madison<sup>2</sup>, located in and including parts of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 23, and located in and including parts of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 24, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Beginning at the north corner of Block 75, Original Plat of Madison, also being the point of intersection of the Southeast right of way of West Mifflin Street with the Southwest right of way of North Carroll Street;  
thence northeasterly, 66 feet, more or less, to the intersection of the northeast right of way of North Carroll Street with the Southeast right of way of West Mifflin Street being the west corner of the Public Square, Original Plat of Madison;  
thence southeasterly along said northeast right of way line and the southwest line of the said Public Square, 198 feet, more or less, to the intersection with northeasterly extension of the northwest line of Lot 5, said block 75;  
thence southwesterly along said extension of and along the northwest line of Lots 5, 6, 7, said Block 75, also along the extension of and southeast line of Lots 4 and 9, said Block 75, 264 feet, more or less to the west corner of said Lot 7, also being to the north corner of Lot 8, said Block 75;  
thence southeasterly along the southwest line of said Lot 7 and its southeast extension, also along the northeast line of said Lot 8 and its southeast extension, 264 feet, more or less, to the southeast right of way of West Washington Avenue also being the northwest line of said Block 74;  
thence northeasterly along said southeast right of way, 132 feet, more or less, to the north corner of The Loraine Condominium<sup>3</sup>;  
thence southeasterly along the northeasterly line of said Loraine Condominium, 44 feet, more or less, to the northwest line of Warranty Deed<sup>4</sup>;  
thence southwesterly along the northeasterly line of said Loraine Condominium, also along said northwest line, 12 feet, more or less, to the west corner of said Warranty Deed;  
thence southeasterly along the northeasterly line of said Loraine Condominium, also along the southwest line of said Warranty Deed, 46 feet, more or less, to the south corner of said Warranty Deed, also to the northwest line of Warranty Deed<sup>5</sup>;  
thence southwesterly along the northeasterly line of said Loraine Condominium, also along said northwest line, 20 feet, more or less, to the west corner of said Warranty Deed;  
thence southeasterly along the northeasterly line of said Loraine Condominium, also along the southwest line of said Warranty Deed, 33 feet, more or less, to a bend in said Loraine Condominium, also a bend in said Warranty Deed;  
thence southwesterly along the northeasterly line of said Loraine Condominium, also along said southwest line, 15 feet, more or less, to a bend in said Loraine Condominium, also a bend in said Warranty Deed;  
thence southeasterly along the northeasterly line of said Loraine Condominium, also along said southwest line, 9 feet, more or less, to the south corner of said Warranty Deed, also to the northwest line of Lot 5, Block 74, said Original Plat of Madison;  
thence northeasterly along the southeast line of said Warranty Deed, also along said northwest line and its northeasterly extension, 179 feet, more or less, to the intersection with northeast right of way of North Carroll Street, also being the said southwest line of the Public Square;  
thence southeasterly along said northeast right of way, 198 feet, more or less, to the intersection with northwest right of way line of West Main Street at the south corner of the said Public Square;  
thence northeasterly along said northwest right of way and southeast line of said Public Square, 125 feet, more or less, to the northwesterly extension of the northeast line of Warranty Deed<sup>6</sup>;  
thence southeasterly along said northeast line extension of said Warranty Deed, also along the southwest line of State Justice Center Condominium Addendum 2<sup>7</sup>, 396 feet, more or less, to the southeast right of way of West Doty Street;

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<sup>2</sup> Original Plat of Madison, as recorded in Volume A of Plats, on page 3, Dane County Registry.

<sup>3</sup> The Loraine Condominium, as recorded in Volume 4-148B of Condominium Plats, on pages 1-16, as Document Number 3964409, Dane County Registry.

<sup>4</sup> Warranty Deed, Document Number 4824315, Dane County Registry.

<sup>5</sup> Warranty Deed, Document Number 1480498, Dane County Registry.

<sup>6</sup> Warranty Deed, Document Number 5119033, Dane County Registry.

<sup>7</sup> State Justice Center Condominium Addendum 2, as recorded in Volume 6-113B of Condominium Plats, on pages 1-3, as Document Number 4467300, Dane County Registry.

thence southwesterly along said southeast right of way, 319 feet, more or less, to the southeasterly extension of the northeast line of The Baskerville Condominium<sup>8</sup>;

thence northwesterly along the southeasterly extension of the northeast line of The Baskerville Condominium, also along said northeast line, also along the southwest line of Warranty Deed<sup>9</sup>, 156 feet, more or less, to the north corner of said The Baskerville Condominium, also to the intersection with the east right of way of South Hamilton Street, also to the southern most west corner of said Warranty Deed;

Thence southerly along the westerly line of the said First Addendum to the Baskerville Condominium and the easterly right-of-way of S. Hamilton Street, a distance of 127.91 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the northwesterly right-of-way of W. Doty Street;

Thence southerly 93 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the southeasterly right-of-way of W. Doty Street also being the northwest corner of Lot 1 of Certified Survey Map (CSM) No. 15409 recorded as Document No. 5593589;

Thence southerly along the easterly right-of-way line of S. Hamilton Street also being the West line of said Lot 1 of CSM No. 15409, a distance of 370.21 feet more or less to the intersection of the easterly right-of-way of S. Hamilton Street and the northwesterly right-of-way of W. Wilson Street;

Thence northeasterly along the northwesterly right-of-way of W. Wilson Street 330 feet more or less to the intersection of the northwesterly extension of the northeasterly line of Lot 6 of Block 70 of the Plat of Madison, The Capitol of Wisconsin recorded in Vol. A, Page 3;

Thence southeasterly along the said northwesterly extension of the northeasterly line of Lot 6, a distance of 66 feet to the northeasterly corner of said Lot 6;

Thence southeasterly along the northeasterly line of said Lot 6 244 feet more or less to the northwesterly right-of-way line of the railroad (now owned by the Wisconsin Department of Transportation);

Thence southwesterly (S42°56'11"W) along the northwesterly right-of-way of the said railroad 348.97 feet more or less to a point of curvature in the northwesterly right-of-way of the said railroad;

Thence southwesterly 50.95 feet along a 5714.65-foot radius curve to the right, being the northwesterly right-of-way of the said railroad, with a chord that bears S43°37'11"W, 50.95 feet to the southern most corner of Lot 1 of CSM No. 15903 recorded as Document No. 5803623, also being the intersection of the northeasterly right of way of South Henry Street and the northwesterly line of the said railroad;

Thence continuing southwesterly along said curve, being the northwesterly right-of-way of the said railroad, 66 feet more or less to the intersection of southwesterly right of way of South Henry Street and the northwesterly line of the said railroad;

Thence northwesterly (N45°17'27"W) along the southwesterly right-of-way of S. Henry Street, a distance of 125.38 feet more or less to a point lying 87 feet southeasterly of the intersection of the easterly right-of-way of S. Hamilton Street and the southwesterly right-of-way of S. Henry Street;

Thence southwesterly (S44°42'33"W) 66 feet more or less to a point on the southwesterly line of Lot 3 of Block 69 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northwesterly (N45°17'27"W) along the said southwesterly line of Lot 3, a distance of 21.67 feet more or less to a point on the easterly right-of-way of S. Hamilton Street;

Thence southerly along the said easterly right-of-way of S. Hamilton Street 146 feet more or less to a point of intersection of the easterly extension of the northeasterly line of the said Nolen Shore Condominium and the said easterly right-of-way of S. Hamilton Street;

Thence westerly 66 feet to a point on the westerly right-of-way of S. Hamilton Street being the northerly corner of the easterly line of the said Nolen Shore Condominium;

Thence westerly (N89°28'10"W) along the northeasterly line of the said Nolen Shore Condominium a distance of 111.65 feet more or less to an angle point in the said northeasterly line;

Thence northwesterly (N41°46'10"W) along the said northeasterly line, a distance of 3.85 feet more or less to a point on a line being the southeasterly line of the northwesterly 92.5 feet of Lot 5 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly (N45°37'21"E) along the southeasterly line of the northwesterly 92.5 feet of Lot 5 and 6 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 34.9 feet;

Thence northwesterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet more or less to a point on the said southeasterly right-of-way of W. Wilson Street, said point being 219.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

<sup>8</sup> The Baskerville Condominium, as recorded in Volume 5-100A of Condominium Plats, on pages 1-4, as Document Number 4159410, Dane County Registry.

<sup>9</sup> Warranty Deed, Document Number 5119033, Dane County Registry.

Thence northeasterly along the said southeasterly right-of-way of W. Wilson Street, a distance of 35 feet to a point being 184.25 feet southwesterly from the northeast corner of said Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said right-of-way;

Thence southeasterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet, the northwest end of said perpendicular line is 184.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

Thence northeasterly along the southeasterly line of the northwesterly 92.5 feet of Lots 6 and 7 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 50 feet;

Thence northwesterly along a line being perpendicular to the southeasterly right-of-way of W. Wilson Street, a distance of 92.5 feet to a point on the said southeasterly right-of-way of W. Wilson Street, said point lying 134.25 feet southwesterly from the northeast corner of Lot 8 of Block 48 of the said Plat of Madison, The Capitol of Wisconsin as measured along the said southeasterly right-of-way;

Thence northwesterly 71 feet more or less to the southwesterly corner of Lot 4 of the Block Forty-Nine Redevelopment Plat recorded as Doc. No. 3787594 being on the northwesterly right-of-way of W. Wilson Street;

Thence northeasterly (N44°51'43"E) along the southeasterly line of Lots 4 thru 6 of the said Block Forty-Nine Redevelopment Plat and said line extended northeasterly, a distance of 164.92 feet more or less to a point of intersection of the northwesterly right-of-way line of W. Wilson Street and the southwesterly right-of-way of S. Henry Street;

Thence northwesterly (N44°51'29"W) along the southwesterly right-of-way of S. Henry Street, a distance of 198 feet more or less to the most easterly corner of the Southeast ½ of the Northwest ½ of Lot 9 of Block 49 of the said Plat of Madison, The Capitol of Wisconsin;

Thence southwesterly along the southeasterly line of the Southeast ½ of the Northwest ½ of Lot 9 of Block 49 of the said Plat of Madison, The Capitol of Wisconsin, a distance of 66 feet more or less to a point on the northeasterly line of Lot 9 of the said Block Forty-Nine Redevelopment Plat;

Thence northwesterly along the northeasterly line of said Lot 9 of the said Block Forty-Nine Redevelopment Plat, a distance of 66 feet more or less to the most northerly corner of said Lot 9 being on the southeasterly right-of-way of W. Doty Street;

Thence northeasterly along the northwesterly line of Lot 8 of the said Block Forty-Nine Redevelopment Plat also being on the southeasterly right-of-way of W. Doty Street, a distance of 66 feet more or less to the intersection of the southeasterly right-of-way of W. Doty Street and the southwesterly right-of-way of S. Henry Street also being the most northerly corner of said Lot 8;

thence northwesterly along said southwesterly right of way of S. Henry Street, 396 feet, more or less, to the intersection with the northwest right of way of West Main Street at the east corner of Block 51, said Original Plat of Madison;

thence northeasterly along said northwest right of way of West Main Street, 330 feet, more or less, to the southwest right of way of South Fairchild Street at the east corner of Block 67, said Original Plat of Madison;

thence northwesterly along said southwest right of way of South Fairchild Street, 660 feet, more or less, to the east corner of Lot 3, Block 66, said Original Plat of Madison, also to the north corner of Lot 4, of said Block 66;

thence southwesterly along the southeast line of said Lot 3, also along the northwest line of said Lot 4, also along the southeast line of Lot 10 of said Block 66, also along the northwest line of Lot 9 of said Block 66 and its southwest extension, 330 feet, more or less, to the intersection with the southwest right of way of North Henry Street;

thence southeasterly along said southwest right of way, 97 feet, more or less, to the north corner of Warranty Deed<sup>10</sup>, also to the northern most east corner of Quit Claim Deed<sup>11</sup>;

thence southwesterly along the northwest line of said Warranty Deed, also along the southeast line of said Quit Claim Deed, 66 feet, more or less, to the west corner of said Warranty Deed, also to an interior corner of said Quit Claim Deed;

thence southeasterly along the southwest line of said Warranty Deed, also along a northeast line of said Quit Claim Deed and its southeasterly extension, 233 feet, more or less, to the intersection with the southeast right of way of West Washington Avenue;

thence southwesterly along said southeast right of way, 132 feet, more or less, to the southeasterly extension of the northeast line of Metropolitan Place Residential Condominium<sup>12</sup>;

thence northwesterly along said extension and along the southwest line of said Quit Claim Deed, also along the northeast line of Metropolitan Place Residential Condominium, also along the northeast line of Second Addendum to Metropolitan Place Parking Condominium<sup>13</sup> and its northwest extension, 528 feet, more or less, to the northwest right of way of West Mifflin Street;

<sup>10</sup> Warranty Deed, Document Number 1554137, Dane County Registry.

<sup>11</sup> Quit Claim Deed, Document Number 5101030, Dane County Registry.

<sup>12</sup> Metropolitan Place Residential Condominium, as recorded in Volume 3-167A of Condominium Plats, on pages 1-18, as Document Number 3402989, Dane County Registry.

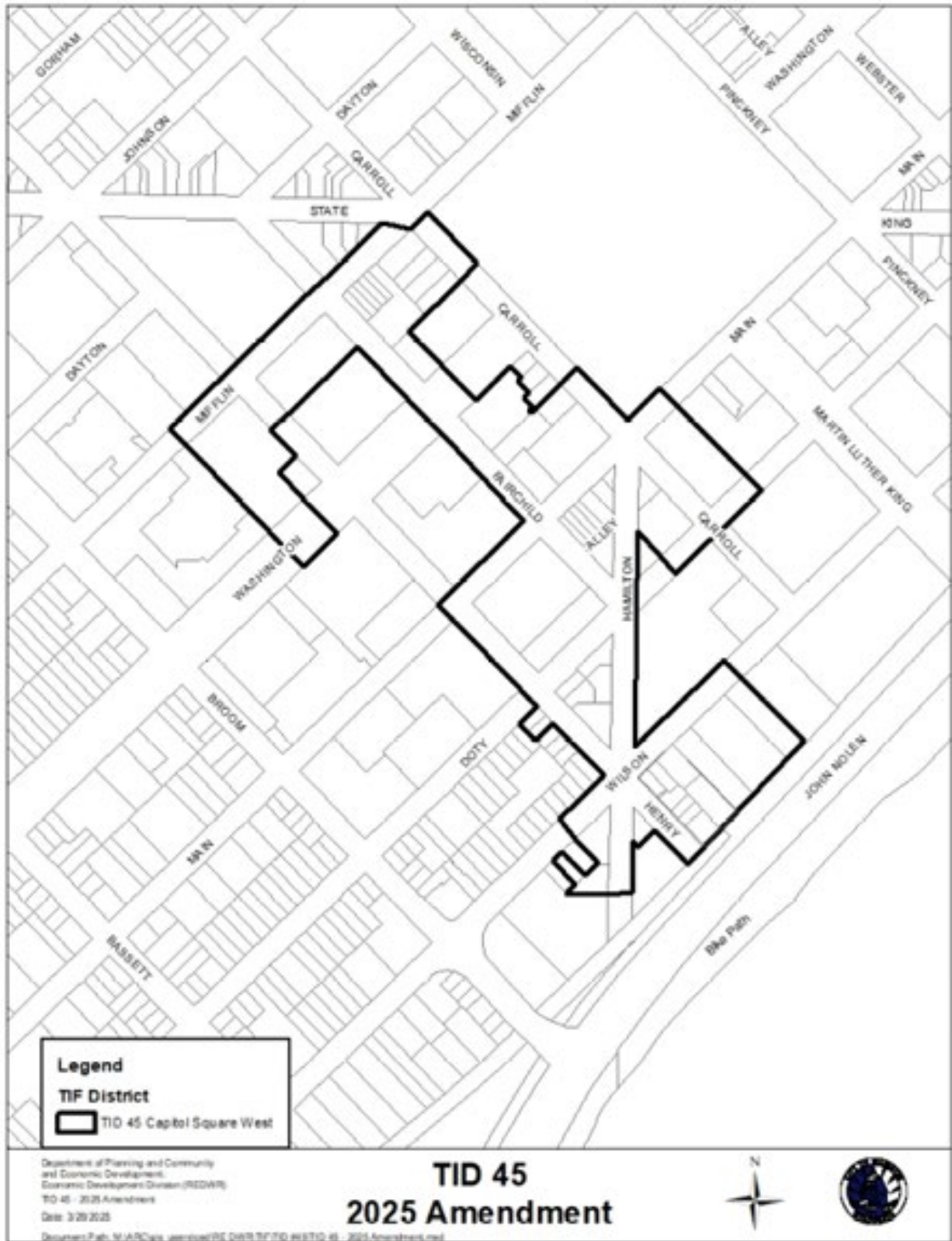
<sup>13</sup> Second Addendum to Metropolitan Place Parking Condominium as recorded in Volume 6-046A of Condominium Plats, on pages 1-7, as Document Number 4324804, Dane County Registry.



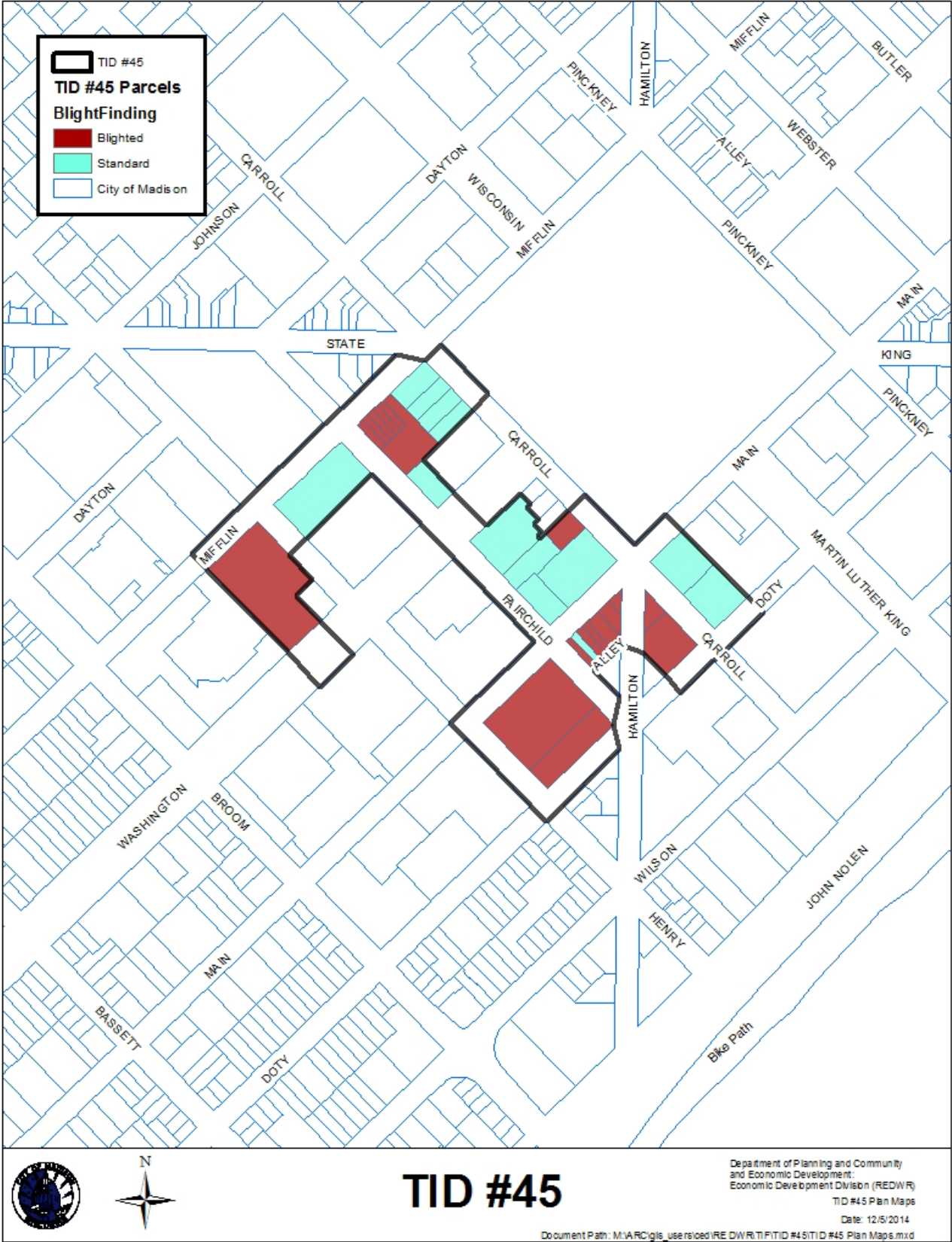
thence northeasterly along said northwest right of way of West Mifflin Street, 811 feet, more or less, to the intersection with the south right of way of State Street at the north corner of Block 76, said Original Plat of Madison; thence southeasterly, 81 feet, more or less, to the Point of Beginning.

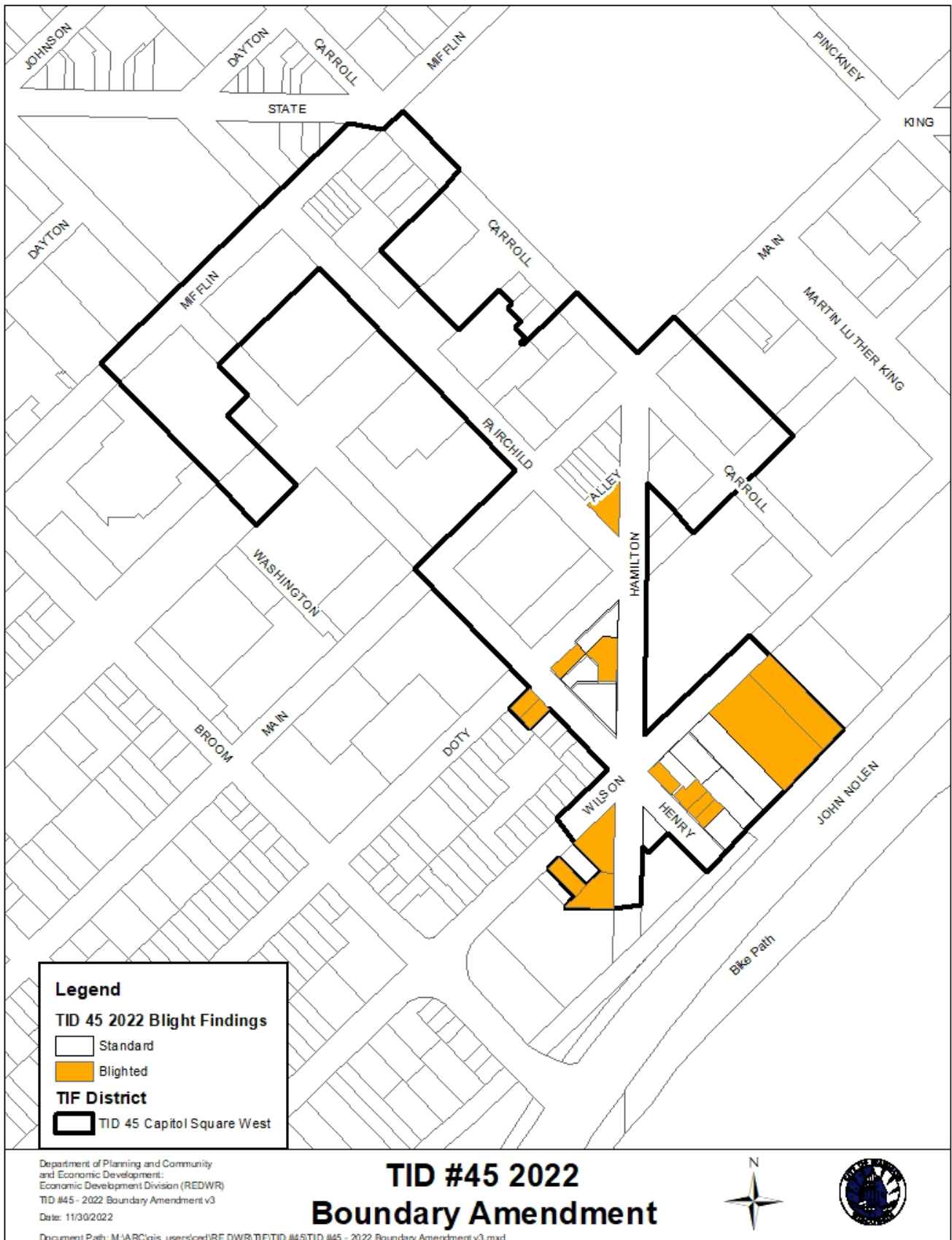


## District Boundary

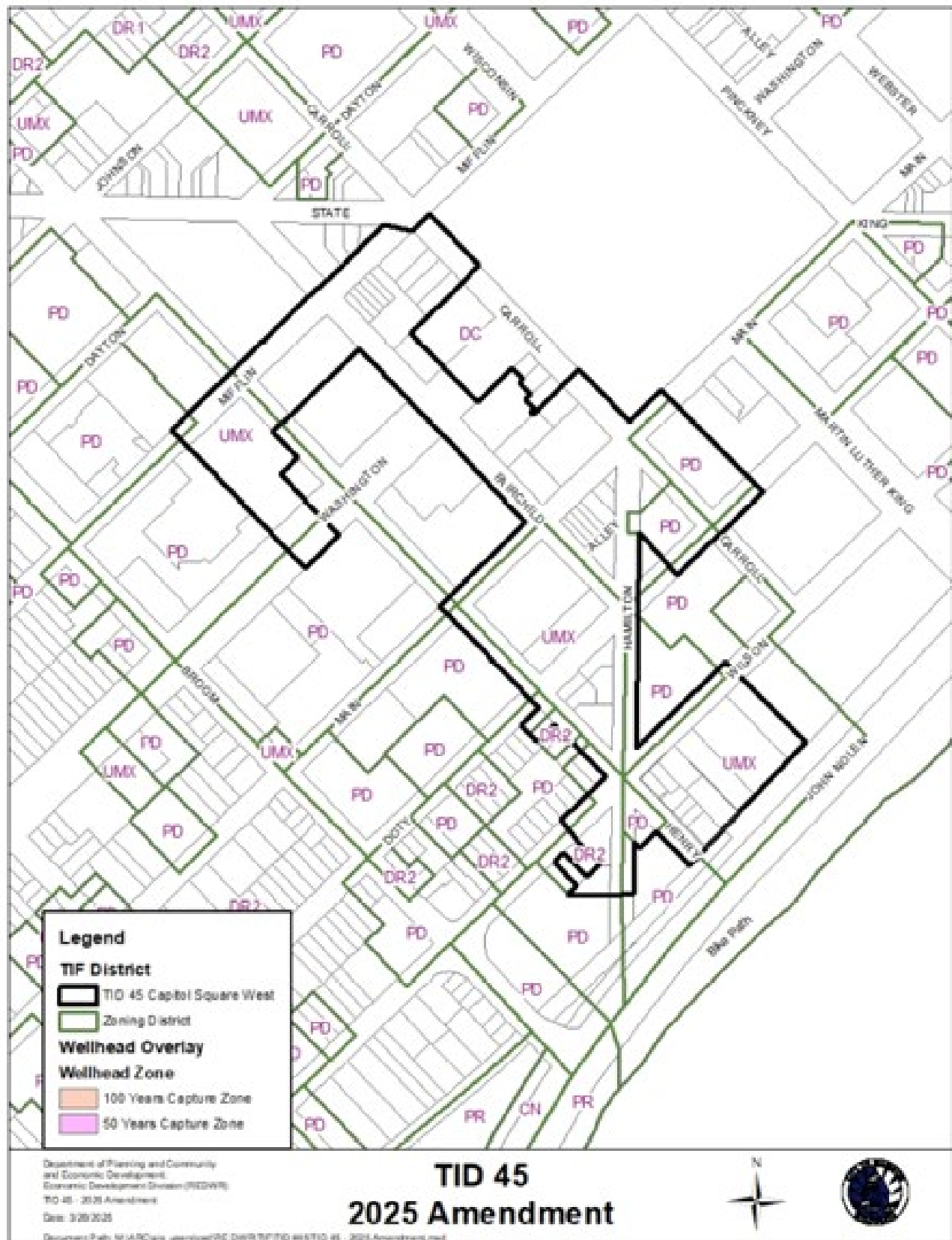


Existing Conditions (Blight Maps)



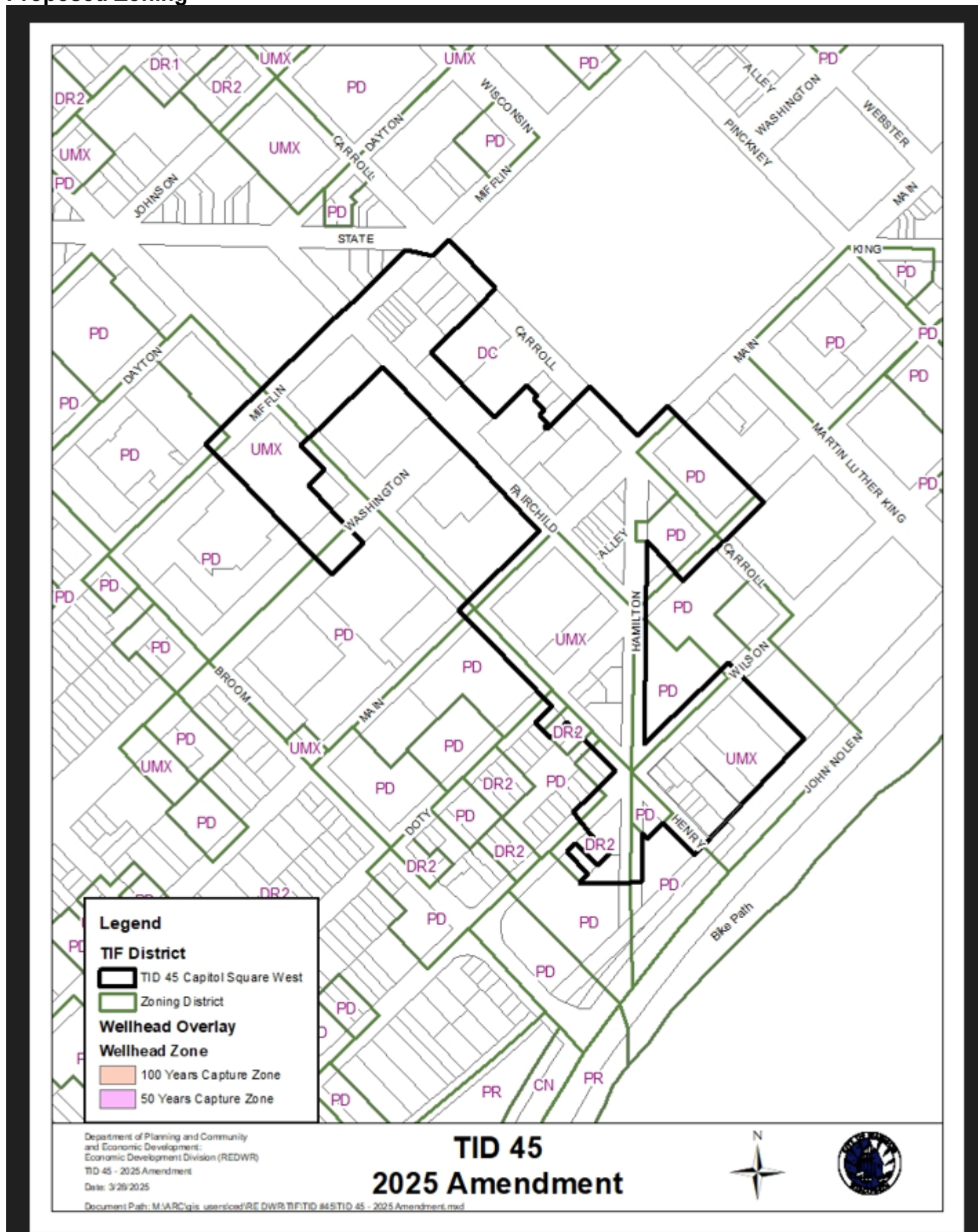


## Existing Zoning

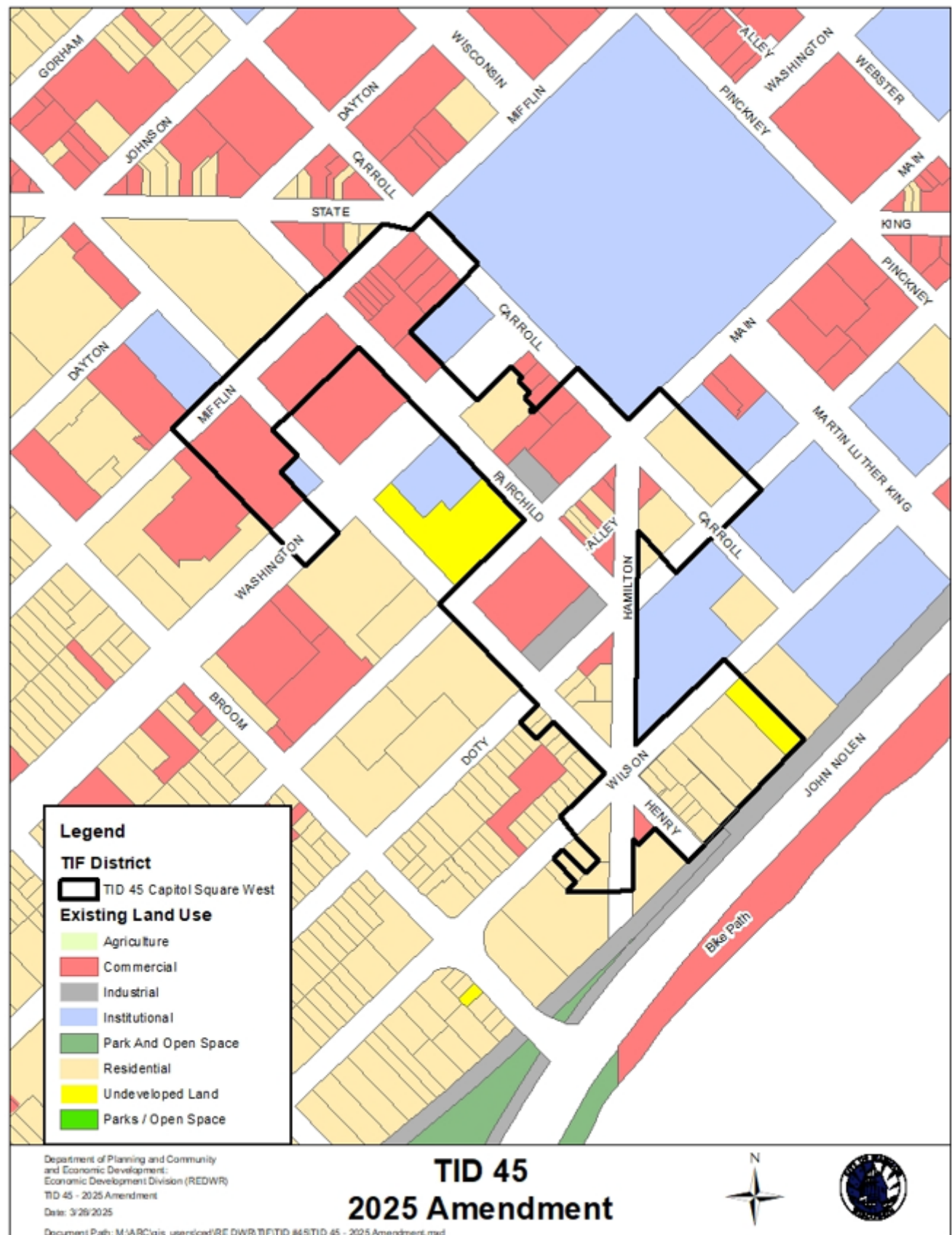




## Proposed Zoning



## Existing Land Use





## Proposed Land Use





## Office of the City Attorney

Michael R. Haas, City Attorney

Patricia A. Lauten, Deputy City Attorney

### ASSISTANT CITY ATTORNEYS

Benjamin C. Becker  
Jason P. Donker  
Eric A. Finch  
Marcia A. Kurtz  
Lara M. Mainella  
Amber R. McReynolds  
Adriana M. Peguero

Ryan M. Riley  
Matthew D. Robles  
Andrew D. Schauer  
Avery J. Schulman  
Kate M. Smith  
Doran E. Viste  
Brittany A. Wilson  
Jennifer Zilavy

City-County Building, Room 401  
210 Martin Luther King Jr. Boulevard  
Madison, Wisconsin 53703-3345

(Telephone) 608-266-4511  
(Facsimile) 608-267-8715  
attorney@cityofmadison.com

June 5, 2025

**TO:** Joseph E. Gromacki, TIF Coordinator  
**FROM:** Matthew Robles, Assistant City Attorney  
**SUBJECT:** Project Plan Amendment for TIF District No. 45 - City of Madison (Capitol Square West)

Dear Mr. Gromacki:

In my capacity as Assistant City Attorney for the City of Madison, Wisconsin, I have examined the 2025 Amendment to the Project Plan for Tax Incremental Finance District No. 45, City of Madison, Wisconsin. Based on this examination, I am of the opinion that the amended Project Plan is complete and complies with the provisions of Wis. Stat. § 66.1105(4)(f) and (h).

I render no opinion with respect to the accuracy or validity of any statement and/or finding contained in the Project Plan, but direct City officials to review the reports of City staff as regards to the Plan.

Sincerely,

Matthew D. Robles  
Assistant City Attorney







# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88726**

**File ID:** 88726

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** 13154 TID 48 - 2025 Project Plan Amendment

**Final Action:**

**Title:** Approving the Amendment to the Project Plan for Tax Incremental District (TID)  
#48 (Regent St), City of Madison. (District 4, District 8, District 13)

### Notes:

**Sponsors:** Tag Evers, Michael E. Verveer And Satya V.  
Rhodes-Conway

**Effective Date:**

**Attachments:** TID 48 Legal Description.pdf, 13154 TID 48 Regent  
St 2025 Project Plan Amendment FINAL  
6-5-2025.pdf

**Enactment Number:**

**Author:** Terrell Nash, Real Estate Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/7/25), Plan Commission (6/23/25), Common Council (7/15/25)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Plan Commission						
1	FINANCE COMMITTEE	06/17/2025	Referred	PLAN COMMISSION		06/23/2025	
	<b>Action Text:</b> This Resolution was Referred to the PLAN COMMISSION						
1	PLAN COMMISSION	06/23/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Solheim, seconded by Glenn, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> On a motion by Solheim, seconded by Ald. Glenn, the Plan Commission voted to return the Tax Increment District amendment to Finance Committee with a recommendation for approval. The motion passed by voice vote/other.						

### Text of Legislative File 88726

### **Fiscal Note**

The proposed resolution authorizes a project plan amendment to TID 48 - Regent St. The amendment includes an additional \$1,192,000 in TID-supported borrowing for S Park St utilities. The 2025 Adopted Capital Budget for Engineering: Major Streets included this amount in the Park Street, South project (project #11133) utilizing a different funding source. The funding source will be changed to TID-supported borrowing in the 2025 mid-year appropriation resolution. The amendment also includes \$844,000 for railroad signals and the Southwest Commuter Path crossings at W Washington Ave. This project will be included in a future budget capital budget subject to adoption by the Common Council. The proposed amendment brings the total of TIF-supported costs to \$25,863,000 with a total financing cost of \$7,112,000. No additional City appropriation is required with adoption of this project plan amendment.

### **Title**

Approving the Amendment to the Project Plan for Tax Incremental District (TID) #48 (Regent St), City of Madison. (District 4, District 8, District 13)

### **Body**

WHEREAS Chapter 105 of the Laws of 1975 of the State of Wisconsin created the Tax Increment Law (the "TIF Law"), Section 66.1105, Wisconsin Statutes; and

WHEREAS TIF Law sets forth certain steps which must be followed to amend a Tax Incremental Project Plan; and

WHEREAS a Notice of Public Hearing by the Plan Commission to afford interested parties an opportunity to express their views on the amendment to the TID Project Plan for TID 48 was published in the Wisconsin State Journal on June 6 and June 13, 2025 as required by TIF Law; and

WHEREAS prior to publication of the Notice of Public Hearing a copy of the Notice was sent by first-class mail to each of the chief executive officers or administrators of all local governmental entities having the power to levy taxes on property within the amended boundary of TID 48; and

WHEREAS the Plan Commission of the City of Madison held a public hearing on June 23, 2025, at which interested parties were afforded an opportunity to express their views on the proposed amendment to the Project Plan for TID 48; and

WHEREAS the Plan Commission has made the following findings as indicated in the attached report:

1. No less than 50%, by area, of the real property within the TID is suited for mixed-use within the meaning of 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.

WHEREAS the Plan Commission has determined that the TID meets the basic requirements of City TIF Policy for tax incremental district proposals adopted by the Common Council on April 17, 2001, amended on March 31, 2009, and amended again on February 25, 2014 (insofar as they are applicable to the amendment of a project plan), conforms to the Comprehensive Plan for the City of Madison and is consistent with the review criteria adopted at the same time, specifically, that the TID supports economic development activities intended to stabilize and

diversify the City's economic base.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby confirms and adopts the above recitals and finds that:

1. No less than 50%, by area, of the real property within the amended TID boundary is suitable and zoned for mixed-use within the meaning of Section 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.
4. The project costs relate directly to promoting mixed-use development.
5. TID 48 (Regent St) is hereby declared a mixed-use district.
6. The percentage of territory devoted to retail businesses within TID 48 (Regent St) is under thirty-five (35%) percent and is expected to remain under 35% at the end of the expenditure period.
7. Less than 35% of the TID is land that is proposed for newly platted residential development.
8. None of the project costs are for newly platted residential use, so the requirement in Wis. Stat. s. 66.1105(2)(f)3. does not apply.
9. The boundaries of TID 48 (Regent St) are not changing.

BE IT STILL FURTHER RESOLVED that the attached amended Project Plan and Boundary for TID 48 (Regent St), City of Madison, is hereby adopted as of January 1, 2025, as the Project Plan for said District and such plan is feasible and in conformity with the Comprehensive Plan for the City of Madison and will add to the sound growth of the City.

## LEGAL DESCRIPTION

A parcel of land located in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ 's of Section 22 along with the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ 's of Section 23 all in Township 7 North, Range 9 East in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the southeast corner of Block 3 of the Menges Replat of Part of Randall Park recorded as Document No. 247047 in Volume 2, Page 47;

Thence easterly approximately 60 feet to the intersection of the east right-of-way of Breese Terrace and the north right-of-way of Regent Street;

Thence easterly along the north right-of-way of said Regent Street approximately 38 feet to the intersection of the said north right-of-way of Regent Street and the northwesterly right-of-way of Little Street;

Thence northeasterly along the said northwesterly right-of-way of Little Street approximately 380 feet to the intersection of the said northwesterly right-of-way of Little Street and the northwesterly right-of-way of Monroe Street;

Thence southeasterly approximately 72 feet to the southwest corner of Lot 3 of Certified Survey Map (CSM) No. 548 recorded as Document No. 1292675, also being a point on the northwest line of the Former Illinois Central Railroad (abandoned and acquired by the State of Wisconsin) as shown on said CSM No. 548;

Thence northeasterly along the south line of said CSM 548 to a point on the westerly line of CSM No. 11632 recorded as Document No. 4144071;

Thence southeasterly approximately 28 feet to the Southwest corner of Lot 2 of said CSM No. 11632;

Thence northeasterly approximately 477 feet along the southerly line of said CSM No. 11632 and CSM No. 11776 recorded as Document No. 4196246 to the Southeast corner of Lot 1 of said CSM No. 11776 being on the westerly right-of-way of Randall Avenue;

Thence easterly approximately 61.5 feet to a point of intersection of the easterly right of way of Randall Avenue and the northerly right-of-way of the said Former Illinois Central Railroad (abandoned and acquired by the State of Wisconsin);

Thence southerly along the east right-of-way of N Randall Ave approximately 215 feet to the southwest corner of Lot 22 Block 13 Brooks' Addition to Madison recorded in Volume A Page 7;

Thence easterly along the south line of said LOT 22 approximately 191.5 feet to the southwest corner of Lot 14 Block 13 of said Brooks' Addition to Madison;

Thence northerly along the west line of Lots 13 and 14 Block 13 of said Brooks' Addition to Madison approximately 88 feet to the northwest corner of said Lot 13;

Thence easterly along the north line of said Lot 13 approximately 185.3 feet to the northeast corner of said Lot 13 also being on the westerly right-of-way of Orchard Street;

Thence easterly approximately 67.5 feet to a point on the easterly right-of-way of Orchard Street to the northwest corner of Lot 1 Coyne Replat recorded as Document No. 363788 in Volume 3, Page 52A;

Thence southerly along the easterly right-of-way of Orchard Street also being the west line of Lots 1 and 2 of the said Coyne Replat approximately 74 feet to the southwest corner of said Lot 2;

Thence easterly along the south line of Lots 2 AND 11 of said Coyne Replat and the easterly extension thereof approximately 185.3 feet to the northwest corner of Lot 15 Coyne Replat also being on the east right-of-way of Coyne Court as shown on said Coyne Replat;

Thence southerly along the east right-of-way of said Coyne Court approximately 152.8 feet to the southwest corner of Lot 17 of said Coyne Replat also being the intersection of the east right-of-way of said Coyne Court and the north right-of-way of Regent Street as shown on said Coyne Replat;

Thence easterly along the north right-of-way of said Regent St approximately 185.3 feet to the southeast corner of Lot 21 of said Coyne Replat also being the intersection of the north right-of-way of said Regent Street and the west right-of-way of Charter Street as shown on said Coyne Replat;

Thence northerly along the west right-of-way of said Charter Street approximately 152.2 feet to the intersection of the said west right-of-way of Charter Street and the north line of Lots 15 through 21 of Block 15 of said Brooks' Addition to Madison;

Thence easterly along the north line of Lots 15 through 21 of Block 15 of said Brooks' Addition to Madison and the westerly extension thereof approximately 436.3 feet to the northeast corner of said Lot 15 lying on the west right-of-way of Mills Street as shown on said Brooks' Addition to Madison;

Thence northerly along the west right-of-way of said N Mills St approximately 48.6 feet to the intersection of the west right-of-way of said Mills Street and the westerly extension of a line 12 feet northerly of and parallel with the south line of Block 3 of the plat of Central Home Addition to the City of Madison recorded as Document No. 336659 in Volume 5 Page 24;

Thence easterly along the said line being 12 feet northerly of and parallel with the south line of Block 3 also being the north right-of-way of College Court and the westerly and easterly extensions thereof approximately 492 feet a point on the east right-of-way of Brooks Street being on a line 12 feet north of and parallel to the south line of Block 4 of said plat of Central Home Addition to the City of Madison;

Thence southerly along the east right-of-way of said Brooks Street approximately 120 feet to the northwest corner of Lot 10 of Block 5 of said plat of Central Home Addition to the City of Madison;

Thence easterly along the north line of Lots 10, 12, and 13 of said Block 5 approximately 162.3 feet to the northeast corner of said Lot 13;

Thence northerly along the west line of CSM No. 12751 recorded as Document No. 4591257 and the northerly extension thereof approximately 120.3 feet to a point on the said line 12 feet north of and parallel to the South line of Block 4 being on the north right-of-way of said College Court;

Thence easterly along the said line being 12 feet north of and parallel to the South line of Block 4 also being the north line of said College Court and the easterly extension thereof approximately 269.5 feet to the east right-of-way of Park Street;

Thence southerly along the east right-of-way of said Park St approximately 88.5 feet to a northwest corner of a parcel described in Warranty Deed Document No. 5504617;

Thence northeasterly along the north line of said parcel being a 10-foot radius curve to the right approximately 17 feet;

Thence southeasterly along the north line of said parcel approximately 171 feet to a point on the westerly public alley (vacated) as shown in Document No. 5533918;

Thence easterly approximately 8.5 feet to the center of said vacated alley;

Thence southerly along the center of said vacated alley approximately 6.5;

Thence easterly approximately 8.5 feet to the Northwest corner of Lot 9 of said Harloff Subdivision recorded as Document No. 222749;

Thence continuing easterly along the north line of said Lot 9 approximately 50 feet to the northwest corner of Lot 8 of said Harloff Subdivision;

Thence southeasterly along the north line of said Lot 8 approximately 50.9 feet to the northwest corner of Lot 7 of said Harloff Subdivision;

Thence easterly along the north line of the parcel described in Warranty Deed Document No. 4636294 approximately 80 feet to a point on the west right-of-way of East Campus Mall (formerly known as Murray Street);

Thence easterly perpendicular to the west right-of-way of said East Campus Mall approximately 66 feet to a point on the east right-of-way of said East Campus Mall also being on the west line of Outlot 9 of University Addition to Madison;

Thence northerly along the said east right-of-way of East Campus Mall approximately 535 feet to the southwest corner of LOT 1 of CSM No. 10494 recorded as Document No. 3525323 also being the northwest corner of Lot 2 of CSM No. 4643 recorded as Document No. 1878546;

Thence southeasterly along the southwest line of said Lot 1 of CSM No. 10494, also being the northeast line of said LOT 2 CSM #4643, approximately 854.02 feet to the southeast corner of said LOT 1;

Thence northerly along the west line of Lot 5 of the plat of West Madison Depot recorded as Document No. 2136359 in Volume 56-64A of Plats on Page 186 approximately 39.57 feet to the southwest corner of Outlot 1 of the said plat of West Madison Depot;

Thence easterly along the south line of said Outlot 1 approximately 175.13 feet to the southeast corner of said Outlot 1;

Thence northeasterly along the southeast line of said Outlot 1 and the northwest right-of-way line of W. Mifflin Street (vacated) as shown on said plat of West Madison Depot approximately 130 feet to a point of intersection of the southwesterly line of Outlot 2 of said West Madison Depot and the said northwesterly right-of-way line of W. Mifflin Street (vacated);

Thence southeasterly along the said southwesterly line of Outlot 2 of the plat of West Madison Depot and the northwesterly extension thereof approximately 230.45 feet to the most south corner of said Outlot 2;

Thence northeasterly along the southeast line of said Outlot 2 approximately 115.64 feet to the northeast corner of said Outlot 2 also being on the northwesterly line of Lot 1 of CSM No. 15365 a.k.a. West Washington Place Condominium recorded as Document No. 5574539;

Thence continuing easterly approximately 8.18 feet along the northwesterly line of said Lot 1 of CSM No. 15365 to an angle point in the said northwesterly line;

Thence continuing northerly approximately 8.25 feet along the northwesterly line of said Lot 1 of CSM No. 15365 to an angle point in the said northwesterly line;

Thence continuing northeasterly along the said northwesterly line of Lot 1 of CSM No. 15365 approximately 175 feet to the most north corner of said Lot 1, also being the south corner of Lot 7, Block 24 of the Plat of Madison The Capitol of Wisconsin recorded in Volume A, Page 3;

Thence northwesterly along the southwesterly line of said Lot 7 approximately 165 feet to the northwest corner of said Lot 7 being on the southeasterly right-of-way of W. Mifflin Street;

Thence northeasterly along the northwest line of Lots 7, 8, and 9 of Block 24 of the said Plat of Madison The Capitol of Wisconsin and the northeasterly extension thereof approximately 264 feet to the northwest corner of Lot 1 of Block 33 of said Plat of Madison The Capitol of Wisconsin;

Thence southeasterly along the southwest line of said Lot 1 of Block 33 approximately 99 feet to the northwest corner of the southeasterly 66 feet of said Lot 1;

Thence northeasterly along the southeast line of the northwesterly 99 feet of Lots 1 and 2 of Block 33 of the said Plat of Madison the Capitol of Wisconsin approximately 132 feet to a point on the northeast line of said Lot 2 of Block 33;

Thence southeasterly along the said northeast line of said Lot 2 of Block 33 approximately 6 feet to the south corner of the northwesterly 105 feet of Lot 3 of Block 33 of the said Plat of Madison The Capitol of Wisconsin;

Thence northeasterly along the southeast line of the northwest 105 feet of said Lot 3 of Block 33 approximately 58 feet to the east corner of the northwest 105 feet of the southwest 58 feet of said Lot 3 of Block 33;

Thence southeasterly along the northeast line of the southwest 58 feet of said Lot 3 of Block 33 approximately 60 feet to the most easterly corner of the southwest 58 feet of said Lot 3 of Block 33;

Thence northeasterly along the northwest line of Lots 10 through 16 of Block 33 of the said Plat of Madison The Capitol of Wisconsin approximately 404 feet to the most northerly corner of said Lot 10 of Block 33;

Thence continuing along the said Northwest line of Lots 10 through 16 of Block 33 extended northeasterly approximately 66 feet to a point on the northeast right-of-way line of N. Bassett Street also being on the southwest line of Block 43 of the said Plat of Madison The Capitol of Wisconsin;

Thence southeasterly along the northeast right-of-way said Bassett St approximately 693 feet to the intersection of the northeast right-of-way of said Bassett St and the southeast right-of-way of W Main Street being at the most westerly corner of Lot 1 of Block 45 of the said Plat of Madison The Capitol of Wisconsin;

Thence southwesterly along the southeast right-of-way of said W Main Street also being along the northwest line of Block 31 of the said Plat of Madison The Capitol of Wisconsin approximately 726 feet to the intersection of the southeast right-of-way of said W Main St and the southwest right-of-way of Bedford Street as shown on said Plat of Madison The Capitol of Wisconsin;

Thence northwesterly along the southwest right-of-way of said Bedford Street approximately 396 feet to the intersection of the southwest right-of-way of said Bedford Street and the southeast right-of-way of Washington Avenue as shown on said Plat of Madison The Capitol of Wisconsin;

Thence southwesterly along the southeast right-of-way of said Washington Avenue being along the northwesterly line of Block 25 of the said Plat of Madison The Capitol of Wisconsin and said line extended southwesterly approximately 823 feet to a point on the northeasterly right-of-way of Proudfit Street;

Thence southeasterly along the northeasterly right-of-way line of said Proudfit Street app approximately 396 feet to the intersection of the northeasterly right-of-way of Proudfit Street and the southeasterly right-



of-way of W. Main Street also being the most westerly corner of the northeasterly 6 feet of Lot 2 of the plat of Warren's Addition to the City of Madison;

Thence southwesterly along the southeast right-of-way of W. Main Street as shown on the said plat of Warren's Addition to the City of Madison and the Replat of Monona Bay Subdivision recorded as Document No. 291425 approximately 647 feet to a point of intersection of the southeasterly right-of-way of W. Main Street and the southwesterly right-of-way S. Brittingham Place as shown on the said Replat of Monona Bay Subdivision;

Thence northwesterly along the said southwesterly right-of-way of S. Brittingham Place approximately 66 feet to a point on the northwesterly right-of-way of said W. Main Street being on the Southeast line of Lot 2 of Block 1 of Brittingham Park recorded as Document No. 1032438;

Thence southwesterly along the southeast line of said Lot 2 of Block 1 of Brittingham Park approximately 67 feet to the southeasterly corner of said Lot 2;

Thence westerly along the south line of said LOT 2 approximately 281.82 feet to an angle point in the south line of said Lot 2;

Thence southwesterly along the south line of said Lot 2 approximately 306.79 feet to the southwest corner of said Lot 2;

Thence southwesterly along the southeast right-of-way of W. Washington Street approximately 823 feet to the intersection of the north right-of-way line of Vilas Avenue also being the southwest corner of Block 13 of the Greenbush Addition to Madison recorded in Volume A, Page 15;

Thence westerly along the north right-of-way of Vilas Avenue approximately 250 feet to the southeast corner of Lot 12 Block 11 of the said Greenbush Addition to Madison;

Thence northerly along the west right-of-way of Park Street as shown on said Greenbush Addition to Madison approximately 658.5 feet to a point on the east line of Block 8 of the said Greenbush Addition to Madison also being an angle point in the said west right-of-way of Park Street;

Thence westerly along the said west right-of-way of Park Street approximately 34.97 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.85 feet to an angle point in the said west right-of-way;

Thence northwesterly along the said west right-of-way of Park Street approximately 16.45 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.44 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.06 feet to an angle point in the said west right-of-way;

Thence easterly along the said west right-of-way of Park Street approximately 30.35 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 50.00 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way approximately 348 feet to a point of intersection of the said west right-of-way of Park Street and the vacated north right-of-way line of Milton Street;

Thence westerly along the north line of the said vacated north right-of-way line of Milton Street approximately 331.14 feet to a point lying on the easterly right-of-way of Brooks Street as shown on said plat of the Greenbush Addition to Madison;

Thence southwesterly approximately 102 feet to the intersection of the west right-of-way of said Brooks Street and the south right-of-way of Milton Street as shown on said plat of Greenbush Addition to Madison also being the northeast corner of Lot 1 of Block 4 of the said plat of Greenbush Addition to Madison;

Thence westerly along the north line of said Block 4 approximately 360 feet to the northwest corner of said Block 4;

Thence southwesterly approximately 71 feet to the southeast corner of the north 35 feet of Lot 5 of Block 1 of Bowen's Second Addition to the City of Madison recorded as Document No. 267558 lying on the west right-of-way of Mills Street as shown on said Bowen's Second Addition;

Thence northerly along the west right-of-way of said Mills St approximately 418.67 feet to the northeast corner of Lot 12 of Block 3 of the said Bowen's Second Addition to the City of Madison;

Thence westerly along the north line of said Lot 12 of Block 3 approximately 85 feet to the northwest corner of the easterly 85 feet of said Lot 12;

Thence southerly along the west line of the easterly 85 feet of said Lot 12 and Lot 13 of said Bowen's Second Addition approximately 123.67 feet to a point on the south right-of-way of Bowen Court;

Thence westerly along the south right-of-way of Bowen Court as shown on said Bowen's Second Addition, the plat of Eighmy Ramsay Addition recorded as Document No. 340506, and the plat of Eighmy-Ramsay Co's Addition recorded as Document No. 338524A approximately 1167 feet to the northwest corner of Lot 5 of Block 5 of the said Eighmy-Ramsay Co's Addition;

Thence northwesterly approximately 66.5' to the southeast corner of Lot 28 of Block 5 of the plat of Oakland Heights recorded as Document No. 211232 in Volume 1, Page 30;

Thence northerly along the east line of said Block 5 of Oakland Heights approximately 227.2 feet to the northeast corner of Lot 1 of said Block 5 lying on the south right-of-way of Regent Street (shown as Washington Street on said plat of OAKLAND HEIGHTS);

Thence westerly along the south right-of-way of said Regent Street approximately 784 feet to the northeast corner of Lot 1 of Block 1 of the said plat of Oakland Heights lying at the intersection of the northwest right-of-way of a public alley shown on the said plat of Oakland Heights and the said south right-of-way of Regent Street;

Thence southwesterly along the northwesterly right-of-way of said public alley and said northwesterly right-of-way extended southwesterly approximately 368.5 feet to the Southeast corner of Lot 1 of Block 2 of the said plat of Oakland Heights also being the most easterly corner of Lot 1 of CSM No. 14443 recorded as Document No. 5307198;

Thence northwesterly along the northeast line of said Lot 1 of CSM No. 14443 approximately 119.92 feet to the most northerly corner of said Lot 1;

Thence southwesterly along the northwest line of said Lot 1 of CSM No. 14443 approximately 140.0 feet to the most westerly corner of said Lot 1;

Thence northwesterly approximately 74 feet to the intersection of the northwesterly right-of-way of Monroe Street and the west right-of-way of S. Breese Terrace;

Thence northerly along the west right of way of S. Breese Terrace approximately 299 feet to the **Point of Beginning**.

Date Adopted: July 20, 2021  
Resolution Number: RES-21-00511  
Expenditure Deadline: July 20, 2036  
TID Expiration Date: July 20, 2041

Date Adopted: July 8, 2024  
Resolution Number: RES-24-00433

**Project Plan and Boundary for  
TAX INCREMENTAL FINANCE DISTRICT 48  
(REGENT ST)  
City of Madison**

**Prepared by:  
Department of Planning and Community and Economic Development  
Economic Development Division  
Office of Real Estate Services**

**2025**

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## **TAX INCREMENTAL FINANCE DISTRICT # 48 (REGENT ST)**

**NOTE: Amendments to the Project Plan from the 2024 First Amendment are highlighted in yellow.**

**NOTE: Amendments to the Project Plan from the 2025 Second Amendment are highlighted in bright green.**

### **INTENT AND PURPOSE**

The City of Madison (the “City”) has established that the health of the Madison economy and its neighborhoods is vital. The City intends to continue to expand, stabilize and diversify its economic base while continuing to revitalize neighborhoods. To that end, the City may utilize its various implementation tools, such as the City and Community Development Authority’s (CDA) development revenue bonds, tax incremental financing (TIF), and other State or federal tools that may be available.

In particular, the City of Madison is proposing to create Tax Incremental District (TID) #48–(Regent St) as a mixed-use TID, for the purposes of capturing incremental value to fund certain public works improvements that will benefit the TID and the larger community. Specifically, the City plans to invest funds into infrastructure projects to assist with the redevelopment of CDA owned housing in the “Triangle” area, bounded by Regent St, West Washington Ave, and South Park St.

### **PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS**

The project elements proposed in this Project Plan conform to the objectives and recommendations contained Comprehensive Plan For The City of Madison (the “Master Plan”) as approved by the City Plan Commission. No changes in the Official Map, Building Codes or other City Ordinances appear to be necessary to implement the Project Plan. Zoning changes may be necessary as projects are proposed for the area, although none are proposed at this time. The Plan Commission reviews such proposals.

This TID is presently zoned UMX, PD, DR2, TR-U1, TR-C4, CI, TE, TSS, TR-V1, and CC-T. These zoning districts are suitable for mixed-use development.

#### **Consistency with the City of Madison Comprehensive Plan**

The Common Council of the City of Madison adopted an update to the City of Madison Comprehensive Plan on August 7, 2018, and updated in December 2023 and September 2024. The Comprehensive Plan contains six sections, each with its own set of overarching Goals and implementation Strategies that are consistent with the projects and activities planned for TID 48 include, but are not limited to, the following:

#### **Land Use and Transportation:**

Goal: Madison will be comprised of compact, interconnected neighborhoods anchored by a network of mixed-use activity centers.

Strategies:

- Ensure all populations benefit from the City’s transportation investments.
- Facilitate compact growth to reduce the development of farmland.

#### **Neighborhoods and Housing**

Goal: Madison will be a safe and welcoming city of strong and complete neighborhoods that meet the needs of all residents.

Strategies:

- Create complete neighborhoods across the city where residents have access to transportation options and resources needed for daily living.

## Consistency with TIF Policy

The Project Plan is also consistent with City of Madison Tax Incremental Finance Objectives and Policies (the “TIF Policy”) adopted by the City’s Common Council on April 17, 2001 and amended most recently on February 25, 2014. The Project Plan conforms to the following TIF Policy goals:

### **Section 1: TIF Goals**

- A. Growing the property tax base.
- D. Encouraging urban in-fill projects that increase (or decrease where appropriate) density consistent with the City’s Comprehensive Plan.
- G. Funding public improvements that enhance development potential, improve the City’s infrastructure, enhance transportation options, and improve the quality and livability of neighborhoods.
- I. Reserving sufficient increment for public infrastructure in both TIF project plans and TIF underwriting.

### **Newly Platted Residential**

Less than 35 percent, by area, of the real property within TID 48, is land proposed for newly platted residential use (there is no land in TID 48 proposed for newly platted residential use). None of the project costs are for newly platted residential use so the requirement in Wis. Stat. s. 66.1105(2)(f)3. does not apply.

## **PROPOSED PROJECT COSTS**

The following represent total estimated costs. By TIF Law, TIF may only pay for the non-assessable portion of these costs. More detail is provided in the section entitled “Detailed Estimate of Timing and Project Costs” that estimates the amount of cost paid with TIF.

### Public Works Improvements

The City intends to complete multiple public works projects in TID 48. These projects include:

<b>*East Campus Mall:</b>	<b>\$495,000</b>
West Main Bike Blvd:	\$115,000
Regent St:	\$6,612,000
Regent St Box Culvert	\$6,600,000
<b>*Park St (Chandler to Vilas):</b>	<b>\$3,321,000</b>
<b>*West Washington Ave:</b>	<b>\$3,711,000<sup>1</sup></b>
South Park Street Utilities	\$1,192,000
West Wash / SW Commuter Path and RR Signalization	\$844,000

<b>Estimated Cost:</b>	<b>\$14,255,000</b>	<b><del>\$13,327,000</del></b>	<b>\$15,363,000</b>
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### Community Development Authority Revitalization Activities

In accordance with Section 66.1333 of the State Statutes (Redevelopment Law), the CDA may undertake a variety of revitalization activities in the TIF District if that area corresponds to the boundary of a Redevelopment District. The CDA intends to continue the redevelopment of the CDA owned Triangle / Bayview public housing development.

The 2024 Project Plan Amendment proposes to make grants totaling \$10,000,000 to the CDA to utilize in the redevelopment of the Bayview Triangle public housing project and constructing geothermal.

<sup>1</sup> NOTE: Those items with a “\*” were cut in the 2024 project plan amendment. The East Campus Mall project will be funded through the Bayview / Triangle redevelopment project using LIHTC funds, instead of TIF funds. The Park St (Chandler to Vilas) and West Washington Ave projects were eliminated as costs from the project plan entirely.

Bayview Triangle Redevelopment (GRANT to CDA)	\$5,000,000 <sup>2</sup>
Bayview Triangle Geothermal (GRANT TO CDA)	\$5,000,000 <sup>3</sup>
<b>Estimated Cost:</b>	<b>\$10,000,000</b>

## **Economic Development Assistance**

### **Development Loans**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of loans may be provided to private development projects, that demonstrate that “but for” such TIF assistance, the project would not occur. TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, parking facility construction, site preparation, environmental remediation, landscaping and similar types of related activities.

Estimated Cost \$0

### **Land Acquisition**

In order to construct the public improvements and for the revitalization and development of private property, the acquisition of property and relocation of occupants may be necessary in this TIF District. The acquisitions could vary from rights-of-way and air space to entire parcels.

Estimated Cost: \$0

### **Affordable Housing**

This category of costs is for the benefit of affordable housing and the improvement of housing stock in the City of Madison. After the date on which TID #48 pays off all of its aggregate costs, as provided for in State Statute the City may extend the life of TID #48 for one year to benefit affordable housing and to improve housing stock. The Bayview affordable housing project, outlined below, may require financial assistance. If the Bayview project, or any other affordable housing project, is determined to need financial assistance and meets the City’s TIF Goals and Underwriting policies, the City will propose an amendment to this project plan and seek the necessary approvals from the Joint Review Board.

Estimated Cost: \$0

### **Organizational, Administrative and Professional Costs**

This category of project costs includes estimates for administrative, professional, organizational and legal costs. Project costs may include salaries, including benefits, of City employees engaged in the planning, engineering, implementing and administering activities in connection with TID 48, supplies and materials, contract and consultant services, and those costs of City departments such as the Finance Department, City Attorney, City Engineer, Parks Division, Planning & Development and the Office of the Mayor.

Estimated Cost: \$500,000

<b>Total Cost</b>	<del>\$14,755,000</del>	<del>\$23,827,000</del>	<b>\$25,863,000</b>
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<sup>2</sup> The 2024 Project Plan Amendment intends for a \$5,000,000 grant to the CDA Triangle / Bayview project, for the purpose of replacing housing lost due to redevelopment in the Triangle, to be funded by G.O. borrowing.

<sup>3</sup> As noted in the tables below, the 2024 Project Plan Amendment commits \$5,000,000 of TIF funds from TID 48 to this project, with the remaining \$10,000,000 of funding coming from LIHTC equity funds associated with the Bayview Triangle redevelopment.



## Financing Costs

The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Staff estimates that in the event the City of Madison borrows funds to pay for the capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay all the ~~\$25,509,000~~ ~~\$23,827,000~~ ~~14,755,000~~ of estimated project costs and an estimated ~~\$4,000,000~~ ~~\$7,112,000~~ financing cost.

## DETAILED ESTIMATE OF TIMING AND PROJECT COSTS

The following are the eligible project costs as provided for under Section 66.1105 (2)(f), Wisconsin Statutes and the timing in which certain project costs will be incurred. TIF Law requires that all project plan expenditures be made within a mixed-use TID within 15 years of its creation. Certain project costs will be subject to the anticipated long-term development expectations as described elsewhere in this Plan. **The actual eligible project costs herein (shown below) may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan. There are no planned costs that are non-project costs.**

TID #48	Proposed TIF-Funded Non-Assessable Cost	Assessable/ Non-Project Costs	Total	Time Frame
<b>Total Public Improvements</b>				
E-Campus Mall	\$495,000	\$55,000	\$550,000	2021—2036
W. Main Bike Blvd	\$115,000	\$13,000	\$128,000	2021—2036
Regent (Breese to West Washington Ave)	\$6,612,000	\$735,000	\$7,347,000	2021—2036
Park (College to Vilas)	\$3,321,000	\$369,000	\$3,690,000	2021—2036
West Washington (Regent to Park)	\$3,712,000	\$412,000	\$4,124,000	2021—2036
<b>TOTAL PUBLIC IMPROVEMENTS</b>	<b>\$14,255,000</b>	<b>\$1,584,000</b>	<b>\$15,839,000</b>	2021—2036
Administrative and Professional Costs	\$500,000	-	\$500,000	2021—2036
<b>TOTAL PROJECT COSTS</b>	<b>\$14,755,000</b>	<b>\$1,584,000</b>	<b>\$16,639,000</b>	2021—2036
Finance Costs (Financing costs for entire project plan)	\$4,057,000	\$0	\$4,057,000	2021—2036

2024 Project Plan Amendment Costs (Revised and Restated)				
TID #48	Proposed TIF Funded Non-Assessable Cost	Assessable/ Non-Project Costs	Total	Time Frame
<b>Total Public Improvements</b>				
E Campus Mall	\$495,000	\$55,000	\$550,000	2021 - 2036
W. Main Bike Blvd	\$115,000	\$13,000	\$128,000	2021 - 2036
Regent (Breese to West Washington Ave)	\$6,612,000	\$735,000	\$7,347,000	2021 - 2036
Park (College to Vilas)	\$3,321,000	\$369,000	\$3,690,000	2021 - 2036
West Washington (Regent to Park)	\$3,712,000	\$412,000	\$4,124,000	2021 - 2036
Regent St Box Culvert	\$6,600,000	\$0	\$6,600,000	2024 - 2036
<b>TOTAL PUBLIC IMPROVEMENTS</b>	<b>\$13,327,000</b>	<b>\$1,584,000 \$748,000</b>	<b>\$15,839,000 \$14,075,000</b>	2024 - 2036
<b>CDA Revitalization</b>				
Bayview Triangle Redevelopment Grant to CDA	\$5,000,000	\$0	\$5,000,000	2024 - 2036
Bayview Triangle Geothermal Grant to CDA	\$5,000,000	\$10,000,000	\$15,000,000	2024 - 2036
<b>Total CDA</b>	<b>\$10,000,000</b>	<b>\$10,000,000</b>	<b>\$20,000,000</b>	<b>2024 - 2036</b>
Administrative and Professional Costs	\$500,000	\$0	\$500,000	2021 - 2036
<b>Total Project costs (including original Project Plan and 2024 Amendment)</b>	<b>\$23,827,000</b>	<b>\$10,748,000</b>	<b>\$34,575,000</b>	2024 - 2036
<b>Finance Costs (Financing costs for Original project plan and 2024 Amendment)</b>	<b>\$6,552,000</b>	<b>\$0</b>	<b>\$6,552,000</b>	<b>2021 - 2036</b>

2025 Project Plan Amendment Costs				
TID #48	Proposed TIF Funded Non-Assessable Cost	Assessable/ Non-Project Costs	Total	Time Frame
<b>Total Public Improvements</b>				
South Park St Utilities	\$1,192,000	\$0	\$1,192,000	2025 - 2036
West Wash / SW Commuter Path and RR Signalization	\$844,000	\$0	\$844,000	2025 - 2036
<b>TOTAL PUBLIC IMPROVEMENTS</b>	<b>\$2,036,000</b>	<b>\$1,584,000 \$748,000 \$0</b>	<b>\$15,839,000 \$14,075,000 \$2,036,000</b>	<b>2025 - 2036</b>
<b>Total Project costs (including original Project Plan and 2024 Amendment)</b>	<b>\$23,827,000 \$25,863,000</b>	<b>\$10,748,000</b>	<b>\$34,575,000 \$36,611,000</b>	<b>2025 - 2036</b>
<b>Finance Costs (Financing costs for Original project plan 2024, and 2025 Amendment)</b>	<b>\$7,112,000</b>	<b>\$0</b>	<b>\$7,112,000</b>	<b>2021 - 2036</b>

NOTE: These project costs and non-project costs conform with State Statute 66.1105(4)(GM).

## SUMMARY OF TOTAL PROJECT COSTS AND ECONOMIC FEASIBILITY

The project costs include the estimated costs of planning, engineering, construction or reconstruction of public works and improvements and financing costs. **The actual eligible project costs may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

### How Tax Increments Are Generated, Used

Under the Wisconsin TIF Law, the property taxes paid each year on the increase in equalized value of the Tax Incremental District may be used by the City to pay for eligible project costs within the TID. Taking the TID's current value as a result of growth and deducting the value in the District that existed when the District was created determines the increase in value. All taxes levied upon this incremental (or increased) value by the City, Madison Metropolitan School District, Dane County, and the Madison Area Technical College District are allocated to the City for direct payment of project costs and payment of debt service on bonds used to finance project costs.

Per TIF Law, the maximum life of a mixed-use TID is 20 years and all project expenditures must be made five (5) years prior to the termination of the TID. Therefore, all project expenditures must be made by December 31, 2036. Tax increments may be received until project costs are recovered, at which time the TID must close.

### TIF-Eligible Capital Budget

The cost of public improvements and other project costs is ~~\$36,611,000~~ ~~\$34,575,000~~ ~~46,639,000~~. There are ~~\$10,748,000~~ ~~1,584,000~~ of anticipated costs that will be assessable to property owners or funded through other non-TIF sources. Assessments are determined in accordance with the City and Board of Public Works standard special assessment policies. Given that there are ~~\$10,748,000~~ ~~1,584,000~~ of non-TIF costs / costs that are assessable to property owners, the ~~\$25,863,000~~ ~~\$23,827,000~~ ~~44,755,000~~ balance of the TIF-eligible project costs (i.e. net of assessable costs) represents the authorized TIF Capital Budget for this Project Plan and will require financial support by incremental taxes from the District.

### Estimate of Economic Feasibility, TIF Generator(s)

TIF Policy requires a proposed TID have an economic “generator” i.e. at least one private development project that generates increment to finance TID costs, or a TID shall be identified as a “speculative TID”. TID #48 has multiple “generators” of tax increments, as described below.

- Bayview – The redevelopment of the Bayview project, owned by the Bayview Foundation, is estimated to generate \$12,350,000 of incremental value in TID 48.
- 1313 Regent St – The redevelopment of this property is anticipated to generate \$10,000,000 of incremental value in TID 48.
- 826 Regent St (corner of Regent and South Park St) – The redevelopment of this property and the adjacent properties is estimated to generate \$20,000,000 of incremental value in TID 48.
- 500 West Washington Ave – The redevelopment of this project is estimated to generate \$17,000,000 of incremental value in TID 48.

#### **Estimate of Economic Feasibility, TIF Generators (2024 Amendment)**

The 2024 TID #48 Amendment has additional “generators” of tax increments, as described below, that support additional project costs forecasted in this Project Plan Amendment. They are the following:

- 750 Regent Street – The development of 341-unit, 681-bed student housing project is estimated to generate \$78,300,000 of incremental value.
- 832 Regent Street – The development of a 178-unit, 521-bed student housing project is estimated to generate \$62,390,000 of incremental value.
- 531 W. Washington Avenue – The development of a 140-unit market rate apartment project is estimated to generate \$26,446,000 of incremental value.
- The Triangle—The development of a 164-unit affordable housing project targeting approximately 30% Area Median Income (AMI) is estimated to generate \$14,760,000 of incremental value.

#### **Total Estimated Incremental Value – TIF Generators (2024 Amendment) \$181,896,000**

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from potential development projects, and economic growth or value appreciation over the life of the TID is estimated to be ~~\$192,000,000~~**\$421,149,000**. This value includes the ~~\$59,000,000~~ \$136,053,000 of incremental value generated from projects outlined in the original Project Plan generated between the years 2021-24, an additional \$181,896,000 of estimated incremental value from new TIF generators outlined above, and \$103,200,000 of estimated value appreciation over the remaining life of the TID. This value is projected to produce incremental revenues sufficient to support the project costs stated above.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the majority of the project cost is financed with long-term debt, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

Based on the current tax rates and conservative financial market assumptions in the Project Plan, the anticipated economic growth of tax incremental revenues over the life (i.e. the total amount of tax increments over 20 years) of the TID should total approximately ~~\$36,000,000~~**\$78,488,000**. The present value of the total incremental revenues that are anticipated to be generated is ~~\$15,856,000~~**\$40,757,000**.

As previously indicated, each segment of the project (i.e., every individual cost element) within the Project Plan and this amendment or subsequent amendments, will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City’s intent to closely monitor all planned and actual development within the TID. The actual City investment in TID 48 may, therefore, be less than the amount shown in the Project Plan or its subsequent amendments.

#### **Finance Cost**

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated **\$23,827,000** capital cost, including the original project plan and 2024 First Amendment is **\$6,552,000**.

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated **\$25,863,000** capital cost, including the original project plan, 2024, and 2025 Amendment is **\$7,112,000**.

## PROMOTION OF ORDERLY LAND DEVELOPMENT

The area in this TID is identified for “Employment”, “Community Mixed Use”, “Medium Density Residential”, and “General Commercial” land use in the City of Madison Comprehensive Plan. Descriptions of this use and its corresponding density can be found in the City of Madison Comprehensive Plan at this link:

<https://imagine.madisonwi.com/sites/imagine.madisonwi.com/files/document/pdf/180501%20Comprehensive%20Plan%20-%20Full.pdf>

TID 48 is a mixed-use TID, as defined by State Statute.

Less than 35% of the area in the TID boundary is used for retail business.

## EXPECTATIONS FOR DEVELOPMENT

The expectations for development in TID #48 have been developed from and predicated on the Comprehensive Plan for the City of Madison and the Downtown Plan, as adopted by the Common Council.

### Potential Areas for Development

The Potential Areas for Development include the currently undeveloped parcels of land within the TID. The development on these sites is described in further detail in this project plan.

### Annual Value Increment Estimates

**Definition of Value Increment:** The increase in value is determined by deducting the value in the TIF district that existed when it was created (i.e. the “base value”) from the TIF district’s increased value as a result of new development. Appreciation of the base value and the new development over the full 20-year life of the TIF district is also included in this estimate.

**Timeframe for Development:** For the purposes of this project plan’s economic expectations, the TIF generator projects indicated herein are expected to occur within the first 10 years of the district’s life. Per City TIF Policy, if there is no value growth as a result of new development activity within 10 years after the creation of the TID, the TID shall be dissolved upon receipt of sufficient increment to recover project costs. It is the City’s practice to anticipate development, repayment of costs and closure of the district within a shorter timeframe than the full 20-year period allowed by TIF Law. TID expenditures may be made for a period of 15 years from the date of TID creation. On average, a City TIF district is closed within about 12 years. To the extent that the District meets or exceeds economic expectations, it is then able to repay its project costs and return the value increment to the overlying taxing jurisdictions in a shorter period of time.

**Anticipated Development:** The actual timing and value of new growth within the TID depends upon variables that are unpredictable at this time. However, based upon projects that have already been proposed or are underway (shown in the “Estimate of Economic Feasibility, TIF Generators” section of this project plan), the City estimates that these TIF Generators will create \$59,000,000 of incremental value. The total incremental value (including estimated TIF Generators and appreciation of property value within the TID) generated over the 20-year life of the district is estimated at approximately \$192,000,000. This growth is estimated to generate approximately \$36,000,000 of tax increments over the life of the TID. The estimated present value of these tax increments is \$15,856,000.

#### **Anticipated Development – 2024 Amendment:**

The actual timing of new growth within the TID depends upon variables that are unpredictable at this time. However, based upon projects that have been already proposed or are underway in 2024, shown in the “Estimate of Economic Feasibility, TIF Generators” section of this project plan, the City estimates that these TIF Generators will create an additional \$181,896,000 of incremental value. The total incremental value (including estimated TIF Generators for this amendment and appreciation of property value within the TID) generated over the remaining 17 years of the district is estimated at approximately \$234,376,000. This growth is estimated to generate approximately \$39,353,000 of tax increments over the remaining life of the TID. The estimated present value of these tax increments is \$19,186,000.

## **METHODS FOR THE RELOCATION OF DISPLACED PERSONS AND BUSINESSES**

Where the relocation of individuals and business operations would take place as a result of the City’s acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646) as applicable.

## **LEGAL DESCRIPTION**

A parcel of land located in the Southeast ¼ of the Northwest ¼, the Northeast ¼ of the Southwest ¼, the Southwest ¼ of the Northeast ¼, Northwest ¼ of the Southeast ¼, the Southeast ¼ of the Northeast ¼, and the Northeast ¼ of the Southeast ¼’s of Section 22 along with the Southwest ¼ of the Northwest ¼, the Southeast ¼ of the Northwest ¼, the Northwest ¼ of the Southwest ¼, Northeast ¼ of the Southwest ¼, the Southwest ¼ of the Southwest ¼, the Northwest ¼ of the Southeast ¼, and the Southwest ¼ of the Northeast ¼’s of Section 23 all in Township 7 North, Range 9 East in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

Beginning at the southeast corner of Block 3 of the Menges Replat of Part of Randall Park recorded as Document No. 247047 in Volume 2, Page 47;

Thence easterly approximately 60 feet to the intersection of the east right-of-way of Breese Terrace and the north right-of-way of Regent Street;

Thence easterly along the north right-of-way of said Regent Street approximately 38 feet to the intersection of the said north right-of-way of Regent Street and the northwesterly right-of-way of Little Street;

Thence northeasterly along the said northwesterly right-of-way of Little Street approximately 380 feet to the intersection of the said northwesterly right-of-way of Little Street and the northwesterly right-of-way of Monroe Street;

Thence southeasterly approximately 72 feet to the southwest corner of Lot 3 of Certified Survey Map (CSM) No. 548 recorded as Document No. 1292675, also being a point on the northwest line of the Former Illinois Central Railroad (abandoned and acquired by the State of Wisconsin) as shown on said CSM No. 548;

Thence northeasterly along the south line of said CSM 548 to a point on the westerly line of CSM No. 11632 recorded as Document No. 4144071;

Thence southeasterly approximately 28 feet to the Southwest corner of Lot 2 of said CSM No. 11632;

Thence northeasterly approximately 477 feet along the southerly line of said CSM No. 11632 and CSM No. 11776 recorded as Document No. 4196246 to the Southeast corner of Lot 1 of said CSM No. 11776 being on the westerly right-of-way of Randall Avenue;

Thence easterly approximately 61.5 feet to a point of intersection of the easterly right of way of Randall Avenue and the northerly right-of-way of the said Former Illinois Central Railroad (abandoned and acquired by the State of Wisconsin);

Thence southerly along the east right-of-way of N Randall Ave approximately 215 feet to the southwest corner of Lot 22 Block 13 Brooks’ Addition to Madison recorded in Volume A Page 7;

Thence easterly along the south line of said LOT 22 approximately 191.5 feet to the southwest corner of Lot 14 Block 13 of said Brooks’ Addition to Madison;

Thence northerly along the west line of Lots 13 and 14 Block 13 of said Brooks’ Addition to Madison approximately 88 feet to the northwest corner of said Lot 13;

Thence easterly along the north line of said Lot 13 approximately 185.3 feet to the northeast corner of said Lot 13 also being on the westerly right-of-way of Orchard Street;

Thence easterly approximately 67.5 feet to a point on the easterly right-of-way of Orchard Street to the northwest corner of Lot 1 Coyne Replat recorded as Document No. 363788 in Volume 3, Page 52A;

Thence southerly along the easterly right-of-way of Orchard Street also being the west line of Lots 1 and 2 of the said Coyne Replat approximately 74 feet to the southwest corner of said Lot 2;

Thence easterly along the south line of Lots 2 AND 11 of said Coyne Replat and the easterly extension thereof approximately 185.3 feet to the northwest corner of Lot 15 Coyne Replat also being on the east right-of-way of Coyne Court as shown on said Coyne Replat;

Thence southerly along the east right-of-way of said Coyne Court approximately 152.8 feet to the southwest corner of Lot 17 of said Coyne Replat also being the intersection of the east right-of-way of said Coyne Court and the north right-of-way of Regent Street as shown on said Coyne Replat;

Thence easterly along the north right-of-way of said Regent St approximately 185.3 feet to the southeast corner of Lot 21 of said Coyne Replat also being the intersection of the north right-of-way of said Regent Street and the west right-of-way of Charter Street as shown on said Coyne Replat;

Thence northerly along the west right-of-way of said Charter Street approximately 152.2 feet to the intersection of the said west right-of-way of Charter Street and the north line of Lots 15 through 21 of Block 15 of said Brooks' Addition to Madison;

Thence easterly along the north line of Lots 15 through 21 of Block 15 of said Brooks' Addition to Madison and the westerly extension thereof approximately 436.3 feet to the northeast corner of said Lot 15 lying on the west right-of-way of Mills Street as shown on said Brooks' Addition to Madison;

Thence northerly along the west right-of-way of said N Mills St approximately 48.6 feet to the intersection of the west right-of-way of said Mills Street and the westerly extension of a line 12 feet northerly of and parallel with the south line of Block 3 of the plat of Central Home Addition to the City of Madison recorded as Document No. 336659 in Volume 5 Page 24;

Thence easterly along the said line being 12 feet northerly of and parallel with the south line of Block 3 also being the north right-of-way of College Court and the westerly and easterly extensions thereof approximately 492 feet a point on the east right-of-way of Brooks Street being on a line 12 feet north of and parallel to the south line of Block 4 of said plat of Central Home Addition to the City of Madison;

Thence southerly along the east right-of-way of said Brooks Street approximately 120 feet to the northwest corner of Lot 10 of Block 5 of said plat of Central Home Addition to the City of Madison;

Thence easterly along the north line of Lots 10, 12, and 13 of said Block 5 approximately 162.3 feet to the northeast corner of said Lot 13;

Thence northerly along the west line of CSM No. 12751 recorded as Document No. 4591257 and the northerly extension thereof approximately 120.3 feet to a point on the said line 12 feet north of and parallel to the South line of Block 4 being on the north right-of-way of said College Court;

Thence easterly along the said line being 12 feet north of and parallel to the South line of Block 4 also being the north line of said College Court and the easterly extension thereof approximately 269.5 feet to the east right-of-way of Park Street;

Thence southerly along the east right-of-way of said Park St approximately 88.5 feet to a northwest corner of a parcel described in Warranty Deed Document No. 5504617;

Thence northeasterly along the north line of said parcel being a 10-foot radius curve to the right approximately 17 feet;

Thence southeasterly along the north line of said parcel approximately 171 feet to a point on the westerly public alley (vacated) as shown in Document No. 5533918;

Thence easterly approximately 8.5 feet to the center of said vacated alley;

Thence southerly along the center of said vacated alley approximately 6.5;

Thence easterly approximately 8.5 feet to the Northwest corner of Lot 9 of said Harloff Subdivision recorded as Document No. 222749;

Thence continuing easterly along the north line of said Lot 9 approximately 50 feet to the northwest corner of Lot 8 of said Harloff Subdivision;

Thence southeasterly along the north line of said Lot 8 approximately 50.9 feet to the northwest corner of Lot 7 of said Harloff Subdivision;

Thence easterly along the north line of the parcel described in Warranty Deed Document No. 4636294 approximately 80 feet to a point on the west right-of-way of East Campus Mall (formerly known as Murray Street);

Thence easterly perpendicular to the west right-of-way of said East Campus Mall approximately 66 feet to a point on the east right-of-way of said East Campus Mall also being on the west line of Outlot 9 of University Addition to Madison;

Thence northerly along the said east right-of-way of East Campus Mall approximately 535 feet to the southwest corner of LOT 1 of CSM No. 10494 recorded as Document No. 3525323 also being the northwest corner of Lot 2 of CSM No. 4643 recorded as Document No. 1878546;

Thence southeasterly along the southwest line of said Lot 1 of CSM No. 10494, also being the northeast line of said LOT 2 CSM #4643, approximately 854.02 feet to the southeast corner of said LOT 1;

Thence northerly along the west line of Lot 5 of the plat of West Madison Depot recorded as Document No. 2136359 in Volume 56-64A of Plats on Page 186 approximately 39.57 feet to the southwest corner of Outlot 1 of the said plat of West Madison Depot;

Thence easterly along the south line of said Outlot 1 approximately 175.13 feet to the southeast corner of said Outlot 1;

Thence northeasterly along the southeast line of said Outlot 1 and the northwest right-of-way line of W. Mifflin Street (vacated) as shown on said plat of West Madison Depot approximately 130 feet to a point of intersection of the

southwesterly line of Outlot 2 of said West Madison Depot and the said northwesterly right-of-way line of W. Mifflin Street (vacated);  
 Thence southeasterly along the said southwesterly line of Outlot 2 of the plat of West Madison Depot and the northwesterly extension thereof approximately 230.45 feet to the most south corner of said Outlot 2;  
 Thence northeasterly along the southeast line of said Outlot 2 approximately 115.64 feet to the northeast corner of said Outlot 2 also being on the northwesterly line of Lot 1 of CSM No. 15365 a.k.a. West Washington Place Condominium recorded as Document No. 5574539;  
 Thence continuing easterly approximately 8.18 feet along the northwesterly line of said Lot 1 of CSM No. 15365 to an angle point in the said northwesterly line;  
 Thence continuing northerly approximately 8.25 feet along the northwesterly line of said Lot 1 of CSM No. 15365 to an angle point in the said northwesterly line;  
 Thence continuing northeasterly along the said northwesterly line of Lot 1 of CSM No. 15365 approximately 175 feet to the most north corner of said Lot 1, also being the south corner of Lot 7, Block 24 of the Plat of Madison The Capitol of Wisconsin recorded in Volume A, Page 3;  
 Thence northwesterly along the southwesterly line of said Lot 7 approximately 165 feet to the northwest corner of said Lot 7 being on the southeasterly right-of-way of W. Mifflin Street;  
 Thence northeasterly along the northwest line of Lots 7, 8, and 9 of Block 24 of the said Plat of Madison The Capitol of Wisconsin and the northeasterly extension thereof approximately 264 feet to the northwest corner of Lot 1 of Block 33 of said Plat of Madison The Capitol of Wisconsin;  
 Thence southeasterly along the southwest line of said Lot 1 of Block 33 approximately 99 feet to the northwest corner of the southeasterly 66 feet of said Lot 1;  
 Thence northeasterly along the southeast line of the northwesterly 99 feet of Lots 1 and 2 of Block 33 of the said Plat of Madison the Capitol of Wisconsin approximately 132 feet to a point on the northeast line of said Lot 2 of Block 33;  
 Thence southeasterly along the said northeast line of said Lot 2 of Block 33 approximately 6 feet to the south corner of the northwesterly 105 feet of Lot 3 of Block 33 of the said Plat of Madison The Capitol of Wisconsin;  
 Thence northeasterly along the southeast line of the northwest 105 feet of said Lot 3 of Block 33 approximately 58 feet to the east corner of the northwest 105 feet of the southwest 58 feet of said Lot 3 of Block 33;  
 Thence southeasterly along the northeast line of the southwest 58 feet of said Lot 3 of Block 33 approximately 60 feet to the most easterly corner of the southwest 58 feet of said Lot 3 of Block 33;  
 Thence northeasterly along the northwest line of Lots 10 through 16 of Block 33 of the said Plat of Madison The Capitol of Wisconsin approximately 404 feet to the most northerly corner of said Lot 10 of Block 33;  
 Thence continuing along the said Northwest line of Lots 10 through 16 of Block 33 extended northeasterly approximately 66 feet to a point on the northeast right-of-way line of N. Bassett Street also being on the southwest line of Block 43 of the said Plat of Madison The Capitol of Wisconsin;  
 Thence southeasterly along the northeast right-of-way said Bassett St approximately 693 feet to the intersection of the northeast right-of-way of said Bassett St and the southeast right-of-way of W Main Street being at the most westerly corner of Lot 1 of Block 45 of the said Plat of Madison The Capitol of Wisconsin;  
 Thence southwesterly along the southeast right-of-way of said W Main Street also being along the northwest line of Block 31 of the said Plat of Madison The Capitol of Wisconsin approximately 726 feet to the intersection of the southeast right-of-way of said W Main St and the southwest right-of-way of Bedford Street as shown on said Plat of Madison The Capitol of Wisconsin;  
 Thence northwesterly along the southwest right-of-way of said Bedford Street approximately 396 feet to the intersection of the southwest right-of-way of said Bedford Street and the southeast right-of-way of Washington Avenue as shown on said Plat of Madison The Capitol of Wisconsin;  
 Thence southwesterly along the southeast right-of-way of said Washington Avenue being along the northwesterly line of Block 25 of the said Plat of Madison The Capitol of Wisconsin and said line extended southwesterly approximately 823 feet to a point on the northeasterly right-of-way of Proudfit Street;  
 Thence southeasterly along the northeasterly right-of-way line of said Proudfit Street app approximately 396 feet to the intersection of the northeasterly right-of-way of Proudfit Street and the southeasterly right-of-way of W. Main Street also being the most westerly corner of the northeasterly 6 feet of Lot 2 of the plat of Warren's Addition to the City of Madison;  
 Thence southwesterly along the southeast right-of-way of W. Main Street as shown on the said plat of Warren's Addition to the City of Madison and the Replat of Monona Bay Subdivision recorded as Document No. 291425 approximately 647 feet to a point of intersection of the southeasterly right-of-way of W. Main Street and the southwesterly right-of-way S. Brittingham Place as shown on the said Replat of Monona Bay Subdivision;  
 Thence northwesterly along the said southwesterly right-of-way of S. Brittingham Place approximately 66 feet to a point on the northwesterly right-of-way of said W. Main Street being on the Southeast line of Lot 2 of Block 1 of Brittingham Park recorded as Document No. 1032438;  
 Thence southwesterly along the southeast line of said Lot 2 of Block 1 of Brittingham Park approximately 67 feet to the southeasterly corner of said Lot 2;



Thence westerly along the south line of said LOT 2 approximately 281.82 feet to an angle point in the south line of said Lot 2;

Thence southwesterly along the south line of said Lot 2 approximately 306.79 feet to the southwest corner of said Lot 2;

Thence southwesterly along the southeast right-of-way of W. Washington Street approximately 823 feet to the intersection of the north right-of-way line of Vilas Avenue also being the southwest corner of Block 13 of the Greenbush Addition to Madison recorded in Volume A, Page 15;

Thence westerly along the north right-of-way of Vilas Avenue approximately 250 feet to the southeast corner of Lot 12 Block 11 of the said Greenbush Addition to Madison;

Thence northerly along the west right-of-way of Park Street as shown on said Greenbush Addition to Madison approximately 658.5 feet to a point on the east line of Block 8 of the said Greenbush Addition to Madison also being an angle point in the said west right-of-way of Park Street;

Thence westerly along the said west right-of-way of Park Street approximately 34.97 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.85 feet to an angle point in the said west right-of-way;

Thence northwesterly along the said west right-of-way of Park Street approximately 16.45 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.44 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 40.06 feet to an angle point in the said west right-of-way;

Thence easterly along the said west right-of-way of Park Street approximately 30.35 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way of Park Street approximately 50.00 feet to an angle point in the said west right-of-way;

Thence northerly along the said west right-of-way approximately 348 feet to a point of intersection of the said west right-of-way of Park Street and the vacated north right-of-way line of Milton Street;

Thence westerly along the north line of the said vacated north right-of-way line of Milton Street approximately 331.14 feet to a point lying on the easterly right-of-way of Brooks Street as shown on said plat of the Greenbush Addition to Madison;

Thence southwesterly approximately 102 feet to the intersection of the west right-of-way of said Brooks Street and the south right-of-way of Milton Street as shown on said plat of Greenbush Addition to Madison also being the northeast corner of Lot 1 of Block 4 of the said plat of Greenbush Addition to Madison;

Thence westerly along the north line of said Block 4 approximately 360 feet to the northwest corner of said Block 4;

Thence southwesterly approximately 71 feet to the southeast corner of the north 35 feet of Lot 5 of Block 1 of Bowen's Second Addition to the City of Madison recorded as Document No. 267558 lying on the west right-of-way of Mills Street as shown on said Bowen's Second Addition;

Thence northerly along the west right-of-way of said Mills St approximately 418.67 feet to the northeast corner of Lot 12 of Block 3 of the said Bowen's Second Addition to the City of Madison;

Thence westerly along the north line of said Lot 12 of Block 3 approximately 85 feet to the northwest corner of the easterly 85 feet of said Lot 12;

Thence southerly along the west line of the easterly 85 feet of said Lot 12 and Lot 13 of said Bowen's Second Addition approximately 123.67 feet to a point on the south right-of-way of Bowen Court;

Thence westerly along the south right-of-way of Bowen Court as shown on said Bowen's Second Addition, the plat of Eighthmy Ramsay Addition recorded as Document No. 340506, and the plat of Eighthmy-Ramsay Co's Addition recorded as Document No. 338524A approximately 1167 feet to the northwest corner of Lot 5 of Block 5 of the said Eighthmy-Ramsay Co's Addition;

Thence northwesterly approximately 66.5' to the southeast corner of Lot 28 of Block 5 of the plat of Oakland Heights recorded as Document No. 211232 in Volume 1, Page 30;

Thence northerly along the east line of said Block 5 of Oakland Heights approximately 227.2 feet to the northeast corner of Lot 1 of said Block 5 lying on the south right-of-way of Regent Street (shown as Washington Street on said plat of OAKLAND HEIGHTS);

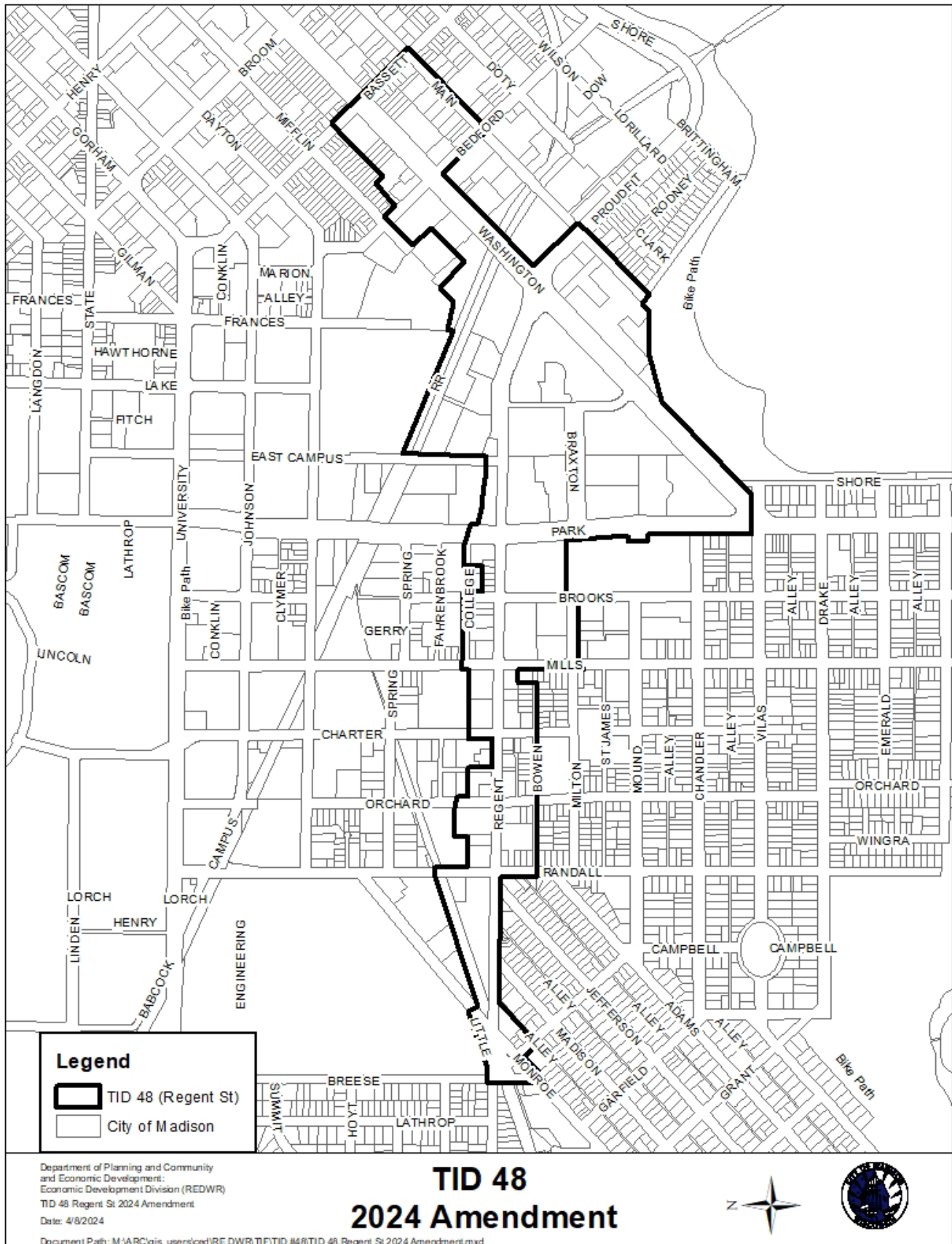
Thence westerly along the south right-of-way of said Regent Street approximately 784 feet to the northeast corner of Lot 1 of Block 1 of the said plat of Oakland Heights lying at the intersection of the northwest right-of-way of a public alley shown on the said plat of Oakland Heights and the said south right-of-way of Regent Street;

Thence southwesterly along the northwesterly right-of-way of said public alley and said northwesterly right-of-way extended southwesterly approximately 368.5 feet to the Southeast corner of Lot 1 of Block 2 of the said plat of Oakland Heights also being the most easterly corner of Lot 1 of CSM No. 14443 recorded as Document No. 5307198;

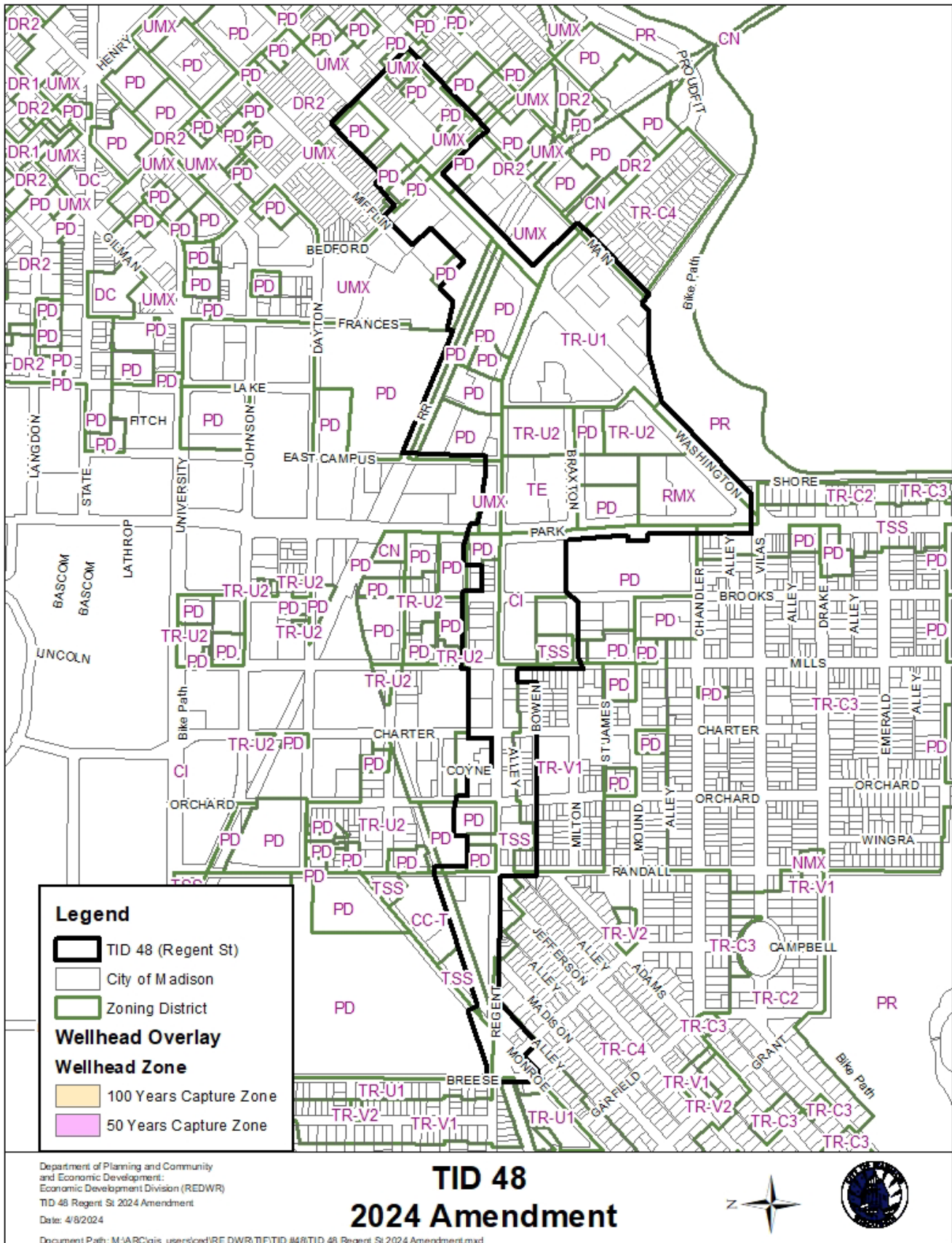
Thence northwesterly along the northeast line of said Lot 1 of CSM No. 14443 approximately 119.92 feet to the most northerly corner of said Lot 1;

Thence southwesterly along the northwest line of said Lot 1 of CSM No. 14443 approximately 140.0 feet to the most westerly corner of said Lot 1;  
Thence northwesterly approximately 74 feet to the intersection of the northwesterly right-of-way of Monroe Street and the west right-of-way of S. Breese Terrace;  
Thence northerly along the west right of way of S. Breese Terrace approximately 299 feet to the **Point of Beginning**.

## District Boundary – 2025

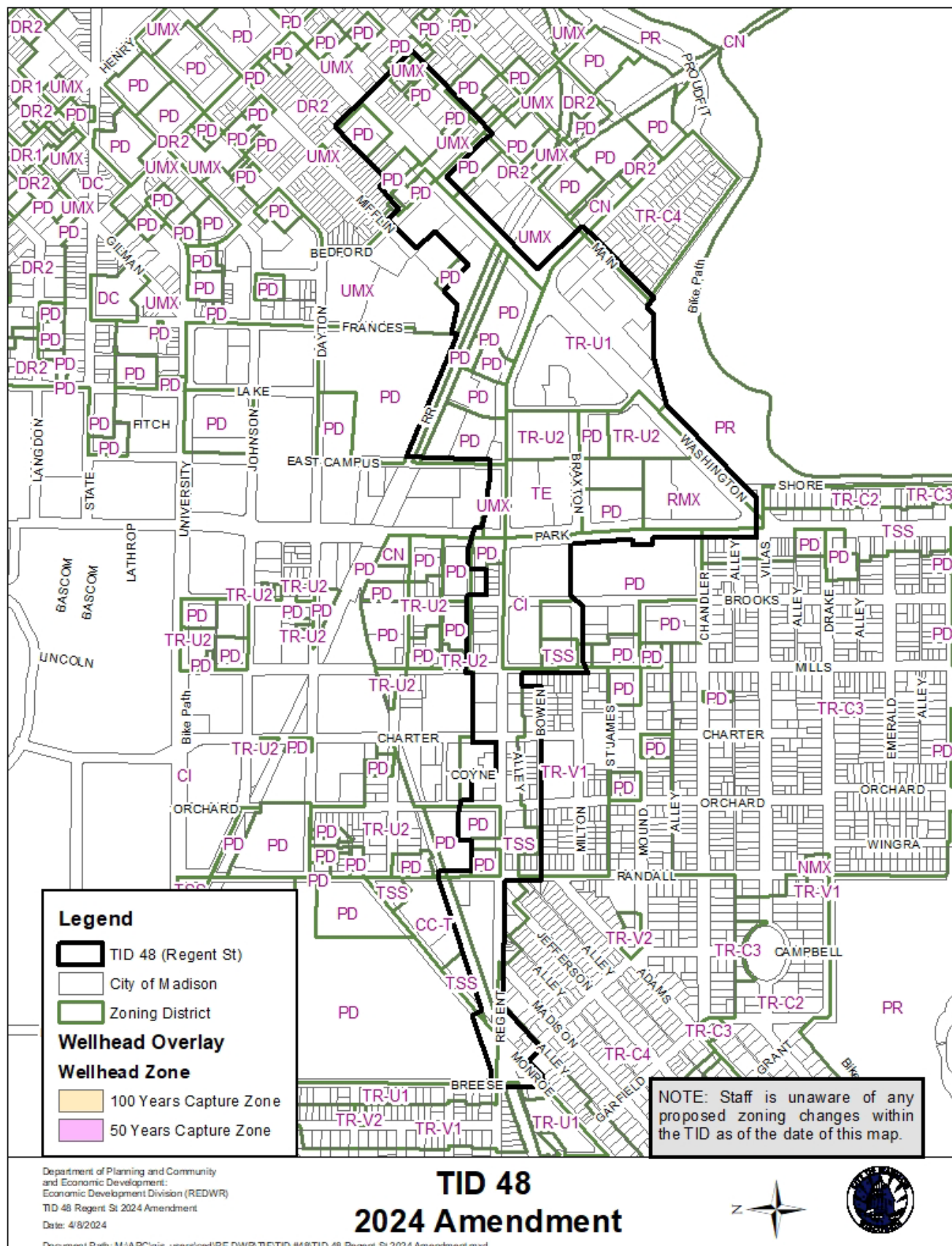


## Existing Zoning – 2025

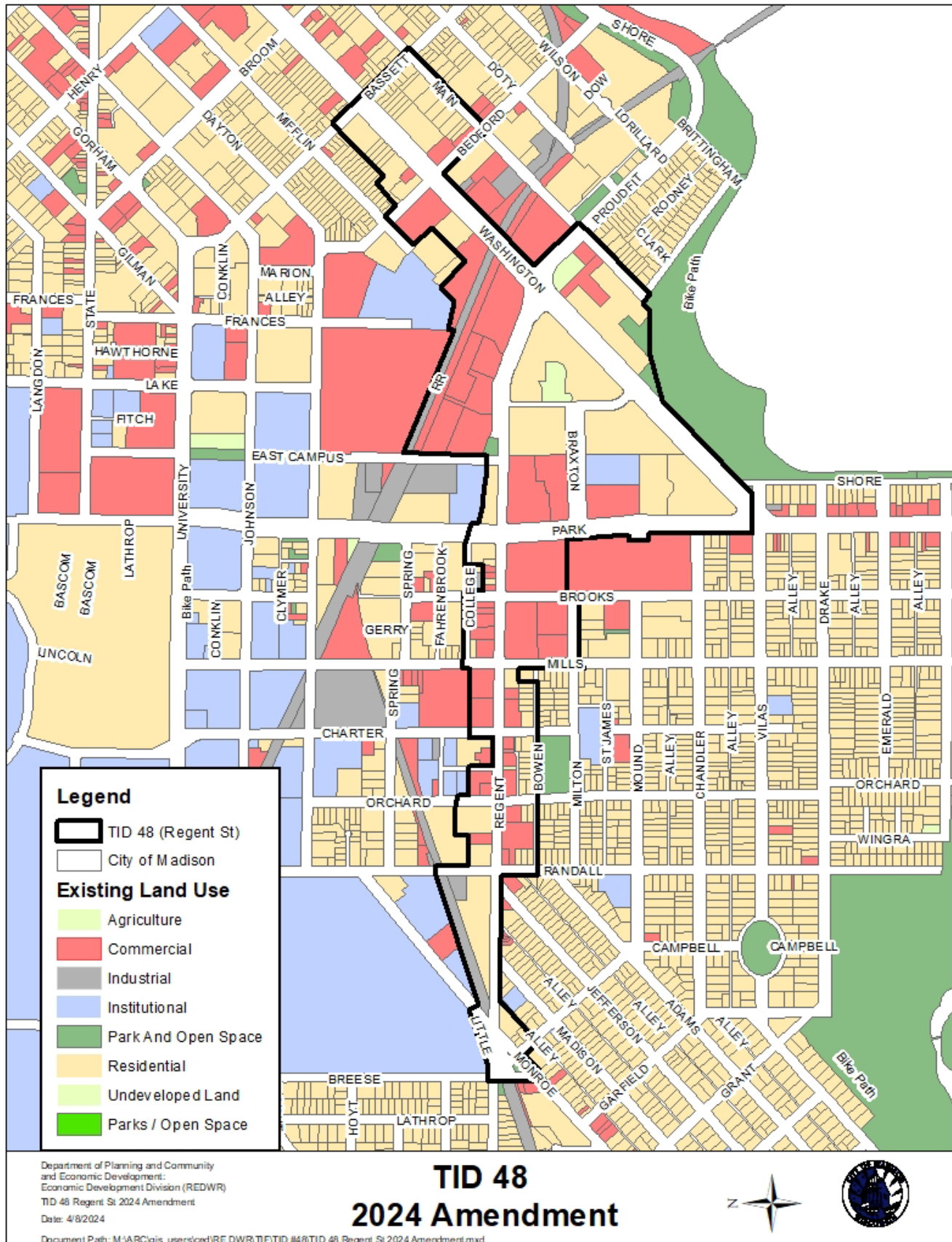




## Proposed Zoning – 2025

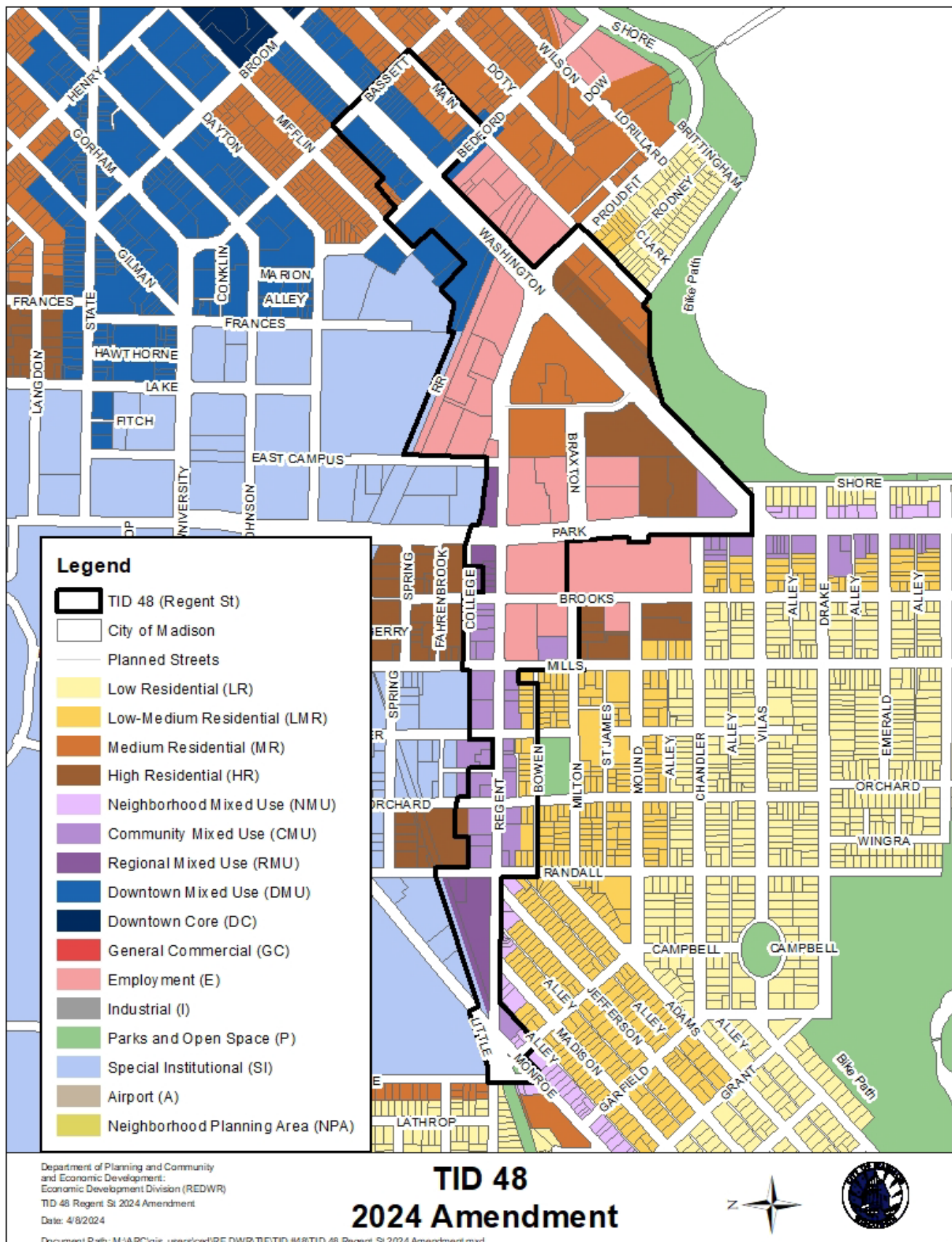


## Existing Land Use – 2025





## Proposed Land Use – 2025





## Office of the City Attorney

Michael R. Haas, City Attorney

Patricia A. Lauten, Deputy City Attorney

### ASSISTANT CITY ATTORNEYS

Benjamin C. Becker  
Jason P. Donker  
Eric A. Finch  
Marcia A. Kurtz  
Lara M. Mainella  
Amber R. McReynolds  
Adriana M. Peguero

Ryan M. Riley  
Matthew D. Robles  
Andrew D. Schauer  
Avery J. Schulman  
Kate M. Smith  
Doran E. Viste  
Brittany A. Wilson  
Jennifer Zilavy

City-County Building, Room 401  
210 Martin Luther King Jr. Boulevard  
Madison, Wisconsin 53703-3345

(Telephone) 608-266-4511  
(Facsimile) 608-267-8715  
attorney@cityofmadison.com

June 5, 2025

**TO:** Joseph E. Gromacki, TIF Coordinator  
**FROM:** Matthew Robles, Assistant City Attorney  
**SUBJECT:** Project Plan Amendment for TIF District No. 48 - City of Madison (Regent St)

Dear Mr. Gromacki:

In my capacity as Assistant City Attorney for the City of Madison, Wisconsin, I have examined the 2025 Amendment to the Project Plan for Tax Incremental Finance District No. 48, City of Madison, Wisconsin. Based on this examination, I am of the opinion that the amended Project Plan is complete and complies with the provisions of Wis. Stat. § 66.1105(4)(f) and (h).

I render no opinion with respect to the accuracy or validity of any statement and/or finding contained in the Project Plan, but direct City officials to review the reports of City staff as regards to the Plan.

Sincerely,

Matthew D. Robles  
Assistant City Attorney





# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88727**

**File ID:** 88727

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** 13122 TID 53 - 2025 Project Plan and Boundary  
Amendment

**Final Action:**

**Title:** Approving the Amendment to the Project Plan and Boundary for Tax Incremental District (TID) #53 (East Wilson St), City of Madison. (District 2, District 4, District 6)

### Notes:

**Sponsors:** Michael E. Verveer, Davy Mayer And Will Ochowicz

**Effective Date:**

**Attachments:** 13122 TID 53 2025 Amendment Project Plan FINAL  
6-5-2025.pdf, TID 53 Legal Description.pdf

**Enactment Number:**

**Author:** Terrell Nash, Real Estate Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/7/25), Plan Commission (6/23/25), Common Council (7/15/25)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Plan Commission						
1	FINANCE COMMITTEE	06/17/2025	Referred	PLAN COMMISSION		06/23/2025	
	<b>Action Text:</b> This Resolution was Referred to the PLAN COMMISSION						
1	PLAN COMMISSION	06/23/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Solheim, seconded by Glenn, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> On a motion by Solheim, seconded by Ald. Glenn, the Plan Commission voted to return the Tax Increment District amendment to Finance Committee with a recommendation for approval. The motion passed by voice vote/other.						

### Text of Legislative File 88727

### **Fiscal Note**

The proposed resolution authorizes a project plan amendment to TID 53 - East Wilson. The amendment includes an additional \$1,666,000 in TID-supported borrowing for a development loan for an affordable housing project located at 501 E Washington Ave. The Economic Development Division's 2026 Capital Budget request includes this TID-supported borrowing in the TID 53 Willson Street program (program #99016). Use of this funding is contingent upon adoption of the 2026 Capital Budget by Common Council in addition to approval of this project plan amendment. The proposed amendment brings the total of TIF-supported costs to \$15,326,000 with a total financing cost of \$4,189,000. No additional City appropriation is required with adoption of this project plan amendment.

### **Title**

Approving the Amendment to the Project Plan and Boundary for Tax Incremental District (TID) #53 (East Wilson St), City of Madison. (District 2, District 4, District 6)

### **Body**

WHEREAS Chapter 105 of the Laws of 1975 of the State of Wisconsin created the Tax Increment Law (the "TIF Law"), Section 66.1105, Wisconsin Statutes; and

WHEREAS TIF Law sets forth certain steps which must be followed to amend a Tax Incremental Project Plan and Boundary; and

WHEREAS a Notice of Public Hearing by the Plan Commission to afford interested parties an opportunity to express their views on the amendment to the TID Project Plan and boundary for TID 53 was published in the Wisconsin State Journal on June 6, 2025, and June 13, 2025, as required by TIF Law; and

WHEREAS prior to publication of the Notice of Public Hearing a copy of the Notice was sent by first-class mail to each of the chief executive officers or administrators of all local governmental entities having the power to levy taxes on property within the amended boundary of TID 53; and

WHEREAS the Plan Commission of the City of Madison held a public hearing on June 23, 2025, at which interested parties were afforded an opportunity to express their views on the proposed amendment to the Project Plan and boundary for TID 53; and

WHEREAS the Plan Commission has made the following findings as indicated in the attached report:

1. No less than 50%, by area, of the real property within the TID is suitable and zoned for mixed-use within the meaning of 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.

WHEREAS the Plan Commission has determined that the TID meets the basic requirements of City TIF Policy for tax incremental district proposals adopted by the Common Council on April 17, 2001, amended on March 31, 2009, and amended again on February 25, 2014 (insofar as they are applicable to the amendment of a project plan), conforms to the Comprehensive Plan for the City of Madison and is consistent with the review criteria adopted at the same time, specifically, that the TID supports economic development activities intended to stabilize and diversify the City's economic base.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby confirms and adopts the above recitals and finds that:

1. No less than 50%, by area, of the real property within the amended TID boundary is suitable and zoned for mixed-use within the meaning of Section 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.
4. The project costs relate directly to promoting mixed-use development.
5. TID 53 (East Wilson St) is hereby declared a mixed-use district.
6. The percentage of territory devoted to retail businesses within TID 53 (East Wilson St) is under thirty-five (35%) percent.
7. Less than 35% of the land is proposed for newly platted residential development.
8. None of the project costs are for newly platted residential use, so the requirement in Wis. Stat. s. 66.1105(2)(f)3. does not apply.

BE IT STILL FURTHER RESOLVED that the attached amended Project Plan and boundary for TID 53 (East Wilson St), City of Madison, is hereby adopted as of January 1, 2025 as the Project Plan for said District and such plan is feasible and in conformity with the Comprehensive Plan for the City of Madison and will add to the sound growth of the City.

Date Adopted: July 25, 2023  
Resolution Number: RES-23-00506  
Expenditure Deadline: July 25, 2038  
TID Expiration Date: July 25, 2043

**Project Plan and Boundary for  
TAX INCREMENTAL FINANCE DISTRICT 53  
(EAST WILSON)  
City of Madison**

**Prepared by:  
Department of Planning and Community and Economic Development  
Economic Development Division  
Office of Real Estate Services**

**June 5, 2025**

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## **TAX INCREMENTAL FINANCE DISTRICT #53 (EAST WILSON ST.)**

**NOTE: Amendments, including additions and deletions, to the Project Plan from the First Amendment (2025) are highlighted in yellow.**

### **INTENT AND PURPOSE**

The City of Madison (the “City”) has established that the health of the Madison economy and its neighborhoods is vital. The City intends to continue to expand, stabilize and diversify its economic base while continuing to revitalize neighborhoods. To that end, the City may utilize its various implementation tools, such as the City and Community Development Authority’s (CDA) development revenue bonds, tax incremental financing (TIF), and other State or federal tools that may be available.

In particular, the City of Madison is proposing to create Tax Incremental District (TID) #53 (East Wilson) as a mixed-use TID, for the purposes of capturing incremental value to fund public works improvements that will benefit the TID and the larger community. TID 53 will be generally located along the East Wilson Street corridor between Carroll and Blair streets, and includes other key development and redevelopment parcels east and southeast of the Capitol Square.

### **PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS**

The project elements proposed in this Project Plan conform to the objectives and recommendations contained in the Comprehensive Plan For The City of Madison (the “Master Plan”) as approved by the City Plan Commission. No changes in the Official Map, Building Codes or other City Ordinances appear to be necessary to implement the Project Plan. Zoning changes may be necessary as projects are proposed for the area, although none are proposed at this time. The Plan Commission reviews such proposals.

This TID is presently zoned PD, DC, and UMX. These zoning districts are suitable for mixed-use development.

#### **Consistency with the City of Madison Comprehensive Plan**

The Common Council of the City of Madison adopted an update to the City of Madison Comprehensive Plan on August 7, 2018. The Comprehensive Plan contains six sections, each with its own set of overarching Goals and implementation Strategies that are consistent with the projects and activities planned for TID 53 include, but are not limited to, the following:

##### **Land Use and Transportation**

Goal: Madison will be comprised of compact, interconnected neighborhoods anchored by a network of mixed-use activity centers.

Strategies:

- Maintain downtown Madison as a major Activity Center for the region while improving access and inclusivity.
- Expand and improve the city’s pedestrian and bicycle networks to enable safe and convenient active transportation.

#### **Consistency with TIF Policy**

The Project Plan is also consistent with City of Madison Tax Incremental Finance Objectives and Policies (the “TIF Policy”) adopted by the City’s Common Council on April 17, 2001 and amended most recently on February 25, 2014. The Project Plan conforms to the following TIF Policy goals:

##### **Section 1: TIF Goals**

- A. Growing the property tax base.
- D. Encouraging urban in-fill projects that increase (or decrease where appropriate) density consistent with the City’s Comprehensive Plan.

- G. Funding public improvements that enhance development potential, improve the City's infrastructure, enhance transportation options, and improve the quality and livability of neighborhoods.
- I. Reserving sufficient increment for public infrastructure in both TIF project plans and TIF underwriting.

## PROPOSED PROJECT COSTS

The following represent total estimated costs. By TIF Law, TIF may only pay for the non-assessable portion of these costs. More detail is provided in the section entitled "Detailed Estimate of Timing and Project Costs" that estimates the amount of cost paid with TIF.

### Half Mile Rule

It is the City's intent to request the Joint Review Board to authorize the use of the so called "Half Mile Rule" in and adjacent to TID 53. This will allow funds from TID 53 to be spent within a half mile of TID 53.

### Public Works Improvements

The City intends to complete multiple public works projects in TID 53. These projects include:

E. Wilson / W. Wilson:	\$3,600,000
S. Pinckney / S. Doty:	\$1,200,000
E. Main / Butler / Hancock	\$3,000,000
New John Nolen / Lake Monona Waterfront Infrastructure:	\$2,500,000

**Subtotal Estimated TIF Cost – Public Works Improvements: \$10,300,000**

### Community Development Authority Revitalization Activities

In accordance with Section 66.1333 of the State Statutes (Redevelopment Law), the CDA may undertake a variety of revitalization activities in the TIF District if that area corresponds to the boundary of a Redevelopment District.

Estimated Cost: \$0

### Affordable Housing

This category of costs is for the benefit of affordable housing and the improvement of housing stock in the City of Madison. After the date on which TID 53 pays off all of its aggregate costs, as provided for in State Statute the City may extend the life of TID 53 for one year to benefit affordable housing and to improve housing stock. In the event that an affordable housing project is determined to need financial assistance and meets the City's TIF Goals and Underwriting policies, if necessary, the City will propose an amendment to this project plan and seek the necessary approvals from the Joint Review Board.

Estimated Cost: \$2,250,000

### Economic Development Assistance

#### **Development Loans**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of loans may be provided to private development projects, that demonstrate that "but for" such TIF assistance, the project would not occur. TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, parking facility construction, site preparation, environmental remediation, landscaping and similar types of related activities. A TIF Loan is proposed for a 223-unit affordable housing project located a 501 East Washington Avenue.

Estimated Cost: \$0 \$1,666,000

#### **Land Acquisition**

In order to construct the public improvements and for the revitalization and development of private property, the acquisition of property and relocation of occupants may be necessary in this TIF District. The acquisitions could vary from rights-of-way and air space to entire parcels.

Estimated Cost: \$0

### **Economic Development Assistance – Small Business Grants**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of small business TIF grants may be provided to private small business development projects TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, interior or exterior renovation or restoration, site preparation, environmental remediation, landscaping and similar types of related activities but requires that the City provide the Joint Review Board with copies of the grant agreement for each project. The City will provide copies of each grant agreement to the Joint Review Board after each subsequent project receives Common Council authorization of a grant award. The following programs will provide TIF assistance in the form of small business grants:

#### **Building Improvement Grants**

The Building Improvement Grant program encourages business owners to reinvest in their business by offering grants of up to \$50,000 to assist with the capital costs associated with renovating the interior and exterior of retail spaces.

Estimated Cost: \$850,000

#### **Façade Grants**

The Façade Improvement Grant Program, was established to support and encourage small business to reinvest in the downtown and neighborhood business districts. The program provides matching grants to small business owners and tenants to assist them in restoring or beautifying their facades or storefronts. The maximum grant amount is \$25,000.

Estimated Cost: \$290,000

#### **Commercial Ownership Assistance Program**

The Commercial Ownership Assistance program (COA) is a new City of Madison effort focused on helping business owners expand their enterprises by transitioning from leasing space to owning commercial property for their business. The program is structured as a 0% interest loan with no payment due to the City unless the property is sold. The loan can be used for businesses to purchase an existing space or to develop a new building for their businesses. The program will focus on assisting communities that have historically faced barriers to accessing capital to start or grow a business enterprise and own commercial properties. These targeted populations for this program include communities of color, immigrant communities, women, LGBTQ+, disabled residents, and veterans. The program will also prioritize investments that support businesses in under-invested geographic areas. The maximum loan amount is \$250,000.

Estimated Cost: \$500,000

**Subtotal Estimated TIF Cost – Small Business Grants \$1,640,000**

### **Organizational, Administrative and Professional Costs**

This category of project costs includes estimates for administrative, professional, organizational and legal costs. Project costs may include salaries, including benefits, of City employees engaged in the planning, engineering, implementing and administering activities in connection with TID 53, supplies and materials, contract and consultant services, and those costs of City departments such as the Finance Department, City Attorney, City Engineer, Parks Division, DPCED, and the Office of the Mayor.

Estimated Cost: \$500,000

**Total Project Costs: \$14,690,000 \$16,356,000**

### **Financing Costs**

6/5/2025

5



The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Staff estimates that in the event the City of Madison borrows funds to pay for the capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay all of the \$13,660,000 **\$15,326,000** of estimated non-assessable project costs and an estimated \$3,756,000 **\$4,189,000** of financing cost.

## DETAILED ESTIMATE OF TIMING AND PROJECT COSTS

The following are the eligible project costs as provided for under Section 66.1105 (2)(f), Wisconsin Statutes and the timing in which certain project costs will be incurred. TIF Law requires that all project plan expenditures be made within a mixed-use TID within 15 years of its creation. Certain project costs will be subject to the anticipated long-term development expectations as described elsewhere in this Plan. **The actual eligible project costs herein (shown below) may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

<b>TID #53</b>	<b>Proposed TIF Funded Non- Assessable Cost</b>	<b>Assessable/ Non-Project Costs</b>	<b>Total</b>	<b>Time Frame</b>
<b>Total Public Improvements</b>				
E. Wilson / W. Wilson	\$3,240,000	\$360,000	\$3,600,000	2023-2028
S. Pinckney / S. Doty	\$1,080,000	\$120,000	\$1,200,000	2023-2028
E. Main / Butler / Hancock	\$2,700,000	\$300,000	\$3,000,000	2023-2028
New John Nolen / Lake Monona Waterfront Infrastructure	\$2,250,000	\$250,000	\$2,500,000	2023-2028
<b>SUBTOTAL PUBLIC IMPROVEMENTS</b>	<b>\$9,270,000</b>	<b>\$1,030,000</b>	<b>\$10,300,000</b>	
Affordable Housing	\$2,250,000	\$0	\$2,250,000	2023-2028
Building Improvement Grants (BIG)	\$850,000	\$0	\$850,000	2023-2030
Façade Grants	\$290,000	\$0	\$290,000	2023-2030
Commercial Ownership Assistance	\$500,000	\$0	\$500,000	2023-2030
Administrative and Professional Costs	\$500,000	\$0	\$500,000	2023-2038
<b>TOTAL PROJECT COSTS</b>	<b>\$13,660,000</b>	<b>\$1,030,000</b>	<b>\$14,690,000</b>	
Finance Costs (financing costs for entire project plan)	\$3,756,000		\$3,756,000	2023-2038

<b>TID #53 (2025 Project Plan and Boundary Amendment)</b>	<b>Proposed TIF Funded Non- Assessable Cost</b>	<b>Assessable/ Non-Project Costs</b>	<b>Total</b>	<b>Time Frame</b>
Development Loans	\$1,666,000	\$0	\$1,666,000	2025-2028
<b>TOTAL PROJECT COSTS (2025 Amendment)</b>	<b>\$1,666,000</b>	<b>\$0</b>	<b>\$1,666,000</b>	<b>2025-2028</b>
<b>TOTAL PROJECT COSTS (Including Original Project Plan and 2025 (First) Amendment)</b>	<b>\$15,326,000</b>	<b>\$1,030,000</b>	<b>\$16,356,000</b>	<b>2025 - 2028</b>
Finance Costs (financing costs for entire project plan)	\$3,756,000 \$4,189,000		\$3,756,000 \$4,189,000	<b>2025-2038</b>

NOTE: These project costs and non-project costs conform with State Statute 66.1105(4)(gm).

## SUMMARY OF TOTAL PROJECT COSTS AND ECONOMIC FEASIBILITY

The project costs include the estimated costs of planning, engineering, construction or reconstruction of public works and improvements and financing costs. **The actual eligible project costs may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

### How Tax Increments Are Generated, Used

Under the Wisconsin TIF Law, the property taxes paid each year on the increase in equalized value of the Tax Incremental District may be used by the City to pay for eligible project costs within the TID. Taking the TID's current value as a result of growth and deducting the value in the District that existed when the District was created determines the increase in value. All taxes levied upon this incremental (or increased) value by the City, Madison Metropolitan School District, Dane County, and the Madison Area Technical College District are allocated to the City for direct payment of project costs and payment of debt service on bonds used to finance project costs.

Per TIF Law, the maximum life of a mixed-use TID is 20 years and all project expenditures must be made five (5) years prior to the termination of the TID. Therefore, all project expenditures must be made by December 31, 2038. Tax increments may be received until project costs are recovered or until the TID reaches its maximum life of 20 years, at which time the TID must close.

### TIF-Eligible Capital Budget

The cost of public improvements and other project costs is **\$16,356,000** ~~14,690,000~~. There are **\$1,030,000** of anticipated costs that will be assessable to property owners. Assessments are determined in accordance with the City and Board of Public Works standard special assessment policies. Given that there are \$1,030,000 of costs that are assessable to property owners, the **\$15,326,000** ~~13,660,000~~ balance of the TIF-eligible project costs (i.e. net of assessable costs) represents the authorized TIF Capital Budget for this Project Plan and will require financial support by incremental taxes from the District.

### Estimate of Economic Feasibility, TIF Generator(s)

TIF Policy requires a proposed TID have an economic "generator" i.e. at least one private development project that generates increment to finance TID costs, or a TID shall be identified as a "speculative TID". TID 53 has multiple "generators" of tax increments, as described below.

- *121 E. Wilson*—Developer is constructing a 337-unit market-rate housing project at an estimated incremental value of approximately \$41.3M.
- *408 E. Washington*—Developer is constructing a 48-unit apartment development generates an estimated \$1.2M incremental value.
- *St. John's Redevelopment Site*—Developer is constructing 130 units of affordable housing at an estimated incremental value of approximately \$14.6M.
- *317 E. Wilson*—Developer proposes construction of a 45-room boutique hotel, generating an estimated \$1.5M of incremental value.

**Total Estimated Incremental Value: \$60,205,000**

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from potential development projects, and economic growth or value appreciation over the life of the TID is estimated to be **\$182,078,000**. This value includes the **\$60,205,000** generated from projects outlined above, along with an additional **\$121,873,000** of value appreciation over the life of the TID. This value is projected to produce incremental revenues sufficient to support the project costs stated above.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the majority of the project cost is financed with long-term debt, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

Based on the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the life (i.e. the total amount of tax increments over 20 years) of the TID should total approximately **\$33,041,000**. The present value of the total incremental revenues that are anticipated to be generated is **\$14,600,000**.

As previously indicated, each segment of the project (i.e., every individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City's intent to closely monitor all planned and actual development within the TID. The actual City investment in TID 53 may, therefore, be less than the amount shown in the Project Plan.

#### **Estimate of Economic Feasibility, TIF Generator(s) – (2025 Amendment)**

TIF Policy requires a proposed TID have an economic “generator” i.e. at least one private development project that generates increment to finance TID costs, or a TID shall be identified as a “speculative TID”. TID 53 has multiple “generators” of tax increments, as described below:

- *501 East Washington Avenue*—Developer is constructing a 223-unit affordable housing project at an estimated incremental value of \$25,310,000.
- *Embassy Suites Hotel, 231 S. Pinckney St.*—Developer constructed a 262-room hotel that was assessed in 2024 for \$25,960,000. The base value of the site was \$0 as it was the former City-owned Government East parking garage. Therefore, the incremental value of the project is \$25,960,000.

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from potential development projects, and economic growth or value appreciation over the life of the TID is estimated to be **\$235,304,000**. This value includes the **\$51,270,000** generated from projects outlined above, along with an additional **\$183,034,000** of value appreciation over the life of the TID. This value is projected to produce incremental revenues sufficient to support the project costs stated above.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the majority of the project cost is financed with long-term debt, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

Based on the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the life (i.e. the total amount of tax increments over the remaining 18 years) of the TID should total approximately **\$36,779,000**. The present value of the total incremental revenues that are anticipated to be generated is **\$17,577,000**.

As previously indicated, each segment of the project (i.e., every individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City's intent to closely monitor all planned and actual development within the TID. The actual City investment in TID 53 may, therefore, be less than the amount shown in the Project Plan.

#### Finance Cost

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated capital cost is **\$4,189,000 3,756,000**.

## **PROMOTION OF ORDERLY LAND DEVELOPMENT**

The area in this TID is identified for “Downtown Core” and “Medium Density Residential” land uses in the City of Madison Comprehensive Plan. Descriptions of this use and its corresponding density can be found in the City of Madison Comprehensive Plan at this link:

<https://imaginemadisonwi.com/sites/imaginemadisonwi.com/files/document/pdf/180501%20Comprehensive%20Plan%20-%20Full.pdf>

TID 53 is a mixed-use TID, as defined by State Statute.

Less than 35% of the area in the TID boundary is used for retail business.

## EXPECTATIONS FOR DEVELOPMENT

The expectations for development in TID 53 have been developed from and predicated on the Comprehensive Plan for the City of Madison and the Downtown Plan, as adopted by the Common Council.

### **Potential Areas for Development**

The Potential Areas for Development include redevelopment and infill upon parcels of land within the TID boundary. The known development on these sites is described in further detail in this project plan.

### **Annual Value Increment Estimates**

**Definition of Value Increment:** The increase in value is determined by deducting the value in the TIF district that existed when it was created (i.e. the “base value”) from the TIF district’s increased value as a result of new development. Appreciation of the base value and the new development over the full 20-year life of the TIF district is also included in this estimate.

**Timeframe for Development:** For the purposes of this project plan’s economic expectations, the TIF generator projects indicated herein are expected to occur within the first 10 years of the district’s life. Per City TIF Policy, if there is no value growth as a result of new development activity within 10 years after the creation of the TID, the TID shall be dissolved upon receipt of sufficient increment to recover project costs. It is the City’s practice to anticipate development, repayment of costs and closure of the district within a shorter timeframe than the full 20-year period allowed by TIF Law. TID expenditures may be made for a period of 15 years from the date of TID creation. On average, a City TIF district is closed within about 12 years. To the extent that the District meets or exceeds economic expectations, it is then able to repay its project costs and return the value increment to the overlying taxing jurisdictions in a shorter period of time.

**Anticipated Development:** The actual timing and value of new growth within the TID depends upon variables that are unpredictable at this time. However, based upon projects that have already been proposed or are underway (shown in the “Estimate of Economic Feasibility, TIF Generators” section of this project plan), the City estimates that these TIF Generators will create **\$60,205,000** of incremental value. The total incremental value (including estimated TIF Generators and appreciation of property value within the TID) generated over the 20-year life of the district is estimated at approximately **\$182,078,000**. This growth is estimated to generate approximately **\$33,041,000** of tax increments over the life of the TID. The estimated present value of these tax increments is **\$14,600,000**.

## METHODS FOR THE RELOCATION OF DISPLACED PERSONS AND BUSINESSES

Where the relocation of individuals and business operations would take place as a result of the City’s acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646) as applicable.

## LEGAL DESCRIPTION

### Madison TID #54 Boundary Description East Wilson St

A parcel of land located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 7 North, Range 9 East and the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 7 North, Range 9 East all in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

**Beginning** at the most northerly corner of Lot 1 of Certified Survey Map (CSM) No. 15680 recorded as Document No. 5718436 being along the southwesterly right-of-way of Franklin Street;

Thence southeasterly 132 feet more or less along the northeasterly line of said CSM No. 15680 being the southwesterly right-of-way of Franklin Street to the most easterly corner of CSM No. 15680 and being the southwesterly right-of-way of Franklin Street and the northwesterly right-of-way of E. Washington Avenue;

Thence northeasterly 66 feet more or less along the northerly right-of-way of E. Washington Avenue to the southwesterly corner of Block 117 of the Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 264 feet more or less along the northwesterly right-of-way of E. Washington Avenue and southeasterly line of Block 117 to the southeasterly corner of Block 117 of the Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 66 feet more or less along the northwesterly right-of-way of E. Washington Avenue to the southwesterly corner of Block 121 of the Plat of Madison, The Capitol of Wisconsin and the northeasterly right-of-way of Blair Street;

Thence southeasterly 334.5 feet more or less along the southerly extension of the southwesterly line of Block 121 to the southwesterly corner of Certified Survey Map (CSM) No. 14663 recorded as Document No. 5374612 being on the northeasterly right-of-way of Blair Street;

Thence southwesterly 66 feet more or less to the southeasterly corner of Lot 5 of Block 116 of the Plat of Madison, The Capitol of Wisconsin and the southwesterly right-of-way of Blair Street;

Thence southwesterly 264 feet more or less along the southeasterly line of Lots 5 and 10 of Block 116 of the Plat of Madison, The Capitol of Wisconsin to the southwesterly corner of said Lot 10 also being the northeasterly right-of-way of Franklin Street;

Thence southwesterly 66 feet more or less to the southeasterly corner of Lot 3 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and the southwesterly right-of-way of Franklin Street;

Thence northwesterly 110 feet more or less along the southwesterly right-of-way of Franklin Street and the northeasterly line of Block 267 of the Plat of Madison, The Capitol of Wisconsin to the southeasterly corner of lands described in Warranty Deed No.5373629;

Thence southwesterly 49.5 feet to the southwesterly corner of lands described in Warranty Deed No.5373629;

Thence northwesterly parallel with the northeasterly line of said Block 267, 88 feet more or less to the northwesterly corner of lands described in Warranty Deed No.5373629, the northwesterly line of Lot 1 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and the southeasterly right-of-way of E. Washington Avenue;

Thence southwesterly 148.5 feet more or less along the northwesterly line of said Lot 1 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and being along the southeasterly right-of-way of E. Washington Avenue to the most westerly corner of said Lot 1 of Block 267 also being the intersection of southeasterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Hancock Street;

Thence southeasterly 330 feet more or less along the southwesterly line of Lots 1 through 5 of said Block 267 of the Plat of Madison, The Capitol of Wisconsin to the most southerly corner of said Lot 5 and being the intersection of the northeasterly right-of-way of Hancock Street and the northwesterly right-of-way of Main Street;

Thence continuing southeasterly 66 feet across the said right-of-way of Main Street to the most westerly corner of Lot 1 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the southeasterly right-of-way of Main Street and the northeasterly right-of-way of Hancock Street;

Thence southwesterly 66 feet across the said right-of-way of Hancock Street to the most northerly corner of Lot 1 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Hancock Street and the southeasterly right-of-way of Main Street;

Thence southwesterly 264 feet more or less along the northwesterly line of Lots 1 and 18 of said Block 114 of the Plat of Madison, The Capitol of Wisconsin being along the southeasterly right-of-way of Main Street to the most westerly corner of said Lot 18 of Block 114 and being the intersection of the southeasterly right-of-way of Main Street and the northeasterly right-of-way of Butler Street;

Thence southeasterly 569.5 feet more or less along the southwesterly line of Lots 10 through 18 of said Block 114 of the Plat of Madison, The Capitol of Wisconsin to a point on the southwesterly line of said Lot 10 being 41.5 feet more or less

southeasterly of the most westerly corner of said Lot 10 measured along the southwesterly line of said Lot 10 and being the intersection of the northeasterly right-of-way of Butler Street and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 66 feet more or less along the said northwesterly right-of-way of Wilson Street to a point lying 46 feet southeasterly as measured perpendicular to the northwesterly line of Lot 10 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin with the point being 66 feet southwesterly of the northeasterly line of said Lot 10 measured perpendicular to the said northeasterly line;

Thence northeasterly 66 feet more or less along the said northwesterly right-of-way of Wilson Street being a line lying 46 feet perpendicular from and southeasterly of the northwesterly line of Lot 10 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin to a point on the northeasterly line of said Lot 10 lying 46 feet southeasterly of the most northerly corner of said Lot 10 measured along the said northeasterly line of Lot 10;

Thence continuing northeasterly 99 feet more or less along the said northwesterly right-of-way of Wilson Street being a line lying 46 feet perpendicular from and southeasterly of the northwesterly line of Lot 9 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin to an angle point in the said northwesterly right-of-way of Wilson Street;

Thence northeasterly 33 feet more or less along the said northwesterly right-of-way of Wilson Street to a point on the northeasterly line of said Lot 9 of Block 114 of the Plat of Madison, The Capitol of Wisconsin being 52 feet southeast of the most northerly corner of said Lot 9 measured along the northeasterly line of said Lot 9 and being at the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Hancock Street;

Thence northeasterly 66 feet more or less across Hancock Street to the most southerly corner of Lot 9 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin also being the intersection of the northwesterly right-of-way of Wilson Street and the northeasterly right-of-way of Hancock Street;

Thence northeasterly 129 feet more or less along the northwesterly right-of-way of Wilson Street being along the southeasterly line of Lot 9 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin being to a point 69 feet southwesterly of the most easterly corner of said Lot 9 measured along the said southeasterly line of said Lot 9 also being the most southerly corner of Cardinal Condominium as recorded in Document No. 1894944;

Thence northwesterly 118 feet more or less along the southwesterly line of the said Cardinal Condominium to the most westerly corner of the said Cardinal Condominium;

Thence northeasterly 69 feet more or less along the northwesterly line of the said Cardinal Condominium to the most northerly corner of the said Cardinal Condominium and being along the southwesterly right-of-way of Franklin Street;

Thence northeasterly 66 feet more or less across Franklin Street to the most southerly corner of the Germania Condominium recorded as Document No. 3012054;

Thence northeasterly 58.15 feet more or less along the southeasterly line of the said Germania Condominium being perpendicular to the northeasterly right-of-way of Franklin Street to an angle point in the said southeasterly line;

Thence northwesterly 8.08 feet more or less along the said southeasterly line of the Germania Condominium to a point of curvature in the said southeasterly line;

Thence northerly 9.36 feet more or less on a chord of a curve to the right having a radius of 7.2 feet being along the said southeasterly line of the Germania Condominium to a point of tangency;

Thence northeasterly 12.34 feet more or less along the said southeasterly line of the Germania Condominium to the most easterly corner of the said Germania Condominium;

Thence northwesterly 203.99 feet more or less along the northeasterly line of the said Germania Condominium and being parallel with the said northeasterly right-of-way of Franklin Street to the most northerly corner of the said Germania Condominium also being a point on the northwesterly line of Lot 5 of Block 115 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 186.42 feet more or less along the northwesterly line of Lots 5 and 14 of Block 115 of the said Plat of Madison, The Capitol of Wisconsin to the most northerly corner of said Lot 14 and being on the southwesterly right-of-way of Blair Street;

Thence southeasterly 330 feet more or less along the northeasterly line of said Block 115 of the Plat of Madison, The Capitol of Wisconsin to the most easterly corner of said Lot 10 of the said Block 115;

Thence south-southeasterly 105 feet more or less to the northeasterly extension of northwesterly railroad lands now owned by Wisconsin Department of Transportation (WDOT);

Thence south-southeasterly 125 feet more or less along the northeasterly extension of northwesterly railroad lands now owned by Wisconsin Department of Transportation (WDOT) to a point on the southerly right-of-way of Wilson Street also being the northwest corner of the railroad lands now owned by Wisconsin Department of Transportation (WDOT);

Thence southwesterly 373.39 feet more or less along the northwesterly right-of-way line of the said railroad now owned by WDOT being a curve to the right having a radius of 1980.88 feet to a point on the northeasterly right-of-way of Hancock Street;

Thence southwesterly 66.77 feet across Hancock Street to the northwesterly corner of the former railroad parcel currently owned by WDOT;

Thence southwesterly 164.26 feet more or less along the northwesterly right-of-way line of the said railroad now owned by WDOT being a curve to the right having a radius of 1980.88 feet to a point of tangency along the said northwesterly right-of-way line;



Thence southwesterly 158.65 feet more or less along the said northwesterly right-of-way line of the railroad now owned by WDOT to an angle point in the said northwesterly right-of-way line;

Thence northwesterly 13.75 feet more or less to the most easterly corner of the lands conveyed from the WDOT to the City of Madison in Document No. 5318247;

Thence southwesterly 105.60 feet more or less along a 1947.32-foot radius curve to the right being the southeasterly boundary of the lands described in Document No. 5318247;

Thence northwesterly 15.11 feet more or less along the southwest line of the lands described in Document No. 5318247 to the most easterly corner of the First Addendum to Marina Condominiums recorded as Document No. 4218803 and the northwesterly right-of-way line of the railroad now owned by WDOT;

Thence southwesterly 1489 feet more or less along the northwesterly right-of-way of the railroad now owned by WDOT also being along the southeasterly line of First Addendum to Marina Condominiums recorded as Document No. 4218803 and said southeasterly line extended southwesterly to a point on the northeasterly line of Lot 8 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin;

Thence southeasterly 5.64 feet more or less along the said northeasterly line of Lot 8 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin also being along the northwesterly right-of-way of the said railroad now owned by the WDOT;

Thence southwesterly 132.50 feet along the said northwesterly right-of-way of the railroad now owned by WDOT to a point on the southwesterly line of Lot 7 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northwesterly 250 feet more or less along the said southwesterly line of Lot 7 of Block 70 of the Plat of Madison, The Capitol of Wisconsin to the most westerly corner of said Lot 7 also being on the southeasterly right-of-way of Wilson Street;

Thence northwesterly 66 feet across Wilson Street along the northwesterly extension of the said southwesterly line of Lot 7 of Block 70 of the Plat of Madison, The Capitol of Wisconsin to a point on the southeasterly line of CSM No. 15409 recorded as Document No. 5593589 and being on the northwesterly right-of-way of Wilson Street;

Thence northeasterly 200 feet more or less along the said northwesterly right-of-way of Wilson Street and being on the southeasterly line of said CSM No. 15409 and the Carpenter Condominiums recorded as Document No. 3193640 to the most easterly corner of the said Carpenter Condominiums also being at the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Carroll Street;

Thence northeasterly 66 feet across Carroll Street to the most southerly corner of Block 85 of the said Plat of Madison, The Capitol of Wisconsin and being at the intersection of the northeasterly right-of-way of Carroll Street and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 330 feet more or less along the southeasterly line of said Block 85 of the Plat of Madison, The Capitol of Wisconsin to the most easterly corner of said Block 85 and being the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Martin Luther King Jr. Blvd.;

Thence northeasterly 132 feet across Martin Luther King Jr. Blvd. to the most southerly corner of Lot 1 of CSM No. 14577 recorded as Document No. 5348219 also being the most southerly corner of Block 88 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northeasterly right-of-way of Martin Luther King Jr. Blvd and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 330 feet more or less along the southeasterly line of Lots 1 and 2 of said CSM No. 14577 and being the northwesterly right-of-way line of Wilson Street to the most easterly corner of said Lot 2 of CSM No. 14577 also being the most easterly corner of said Block 88 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Pinckney Street;

Thence northwesterly 264 feet more or less along the northeasterly line of said Lot 2 of CSM No. 14577 and being on the southwesterly right-of-way of Pinckney Street to the most northerly corner of said Lot 2 also being the most northerly corner of said Block 88 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Pinckney Street and the southeasterly right-of-way of Doty Street;

Thence northwesterly 66 feet across Doty Street to the most easterly corner of Block 89 of the said Plat of Madison, The Capitol of Wisconsin and being at the intersection of the southwesterly right-of-way of Pinckney Street and the northwesterly right-of-way of Doty Street;

Thence northwesterly 264 feet more or less along the northeasterly line of said Block 89 of the Plat of Madison, The Capitol of Wisconsin and being along the southwesterly right-of-way of Pinckney Street to the most northerly corner of said Block 89 and being the intersection of the southwesterly right-of-way of Pinckney Street and the southeasterly right-of-way of Main Street;

Thence northwesterly 66 feet across Main Street to the intersection of the southwesterly right-of-way of Pinckney Street and the northwesterly right-of-way of Main Street;

Thence northeasterly 66 feet across Pinckney Street to the most southerly corner of Block 102 Condominium Plat recorded as Document No. 4583981 and being the most southerly corner of Block 102 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Main Street and the northeasterly right-of-way of Pinckney Street;

Thence northeasterly 264 feet more or less along the southeasterly line of said Block 102 Condominium Plat and being along the northwesterly right-of-way of Main Street to the most easterly corner of the said Block 102 Condominium Plat also being the most easterly corner of the said Block 102 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Main Street and the southwesterly right-of-way of Webster Street;  
Thence northwesterly 330 feet more or less along the northeasterly line of said Block 102 Condominium Plat and being along the southwesterly right-of-way of Webster Street to the most northerly corner of said Block 102 Condominium Plat also being the most northerly corner of the said Block 102 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Webster Street and the southeasterly right-of-way of E. Washington Avenue;

Thence northwesterly 132 feet across E. Washington Avenue to the most easterly corner of Block 101 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the southwesterly right-of-way of Webster Street;

Thence northeasterly 66 feet across Webster Street to the most southerly corner of CSM No. 14032 recorded as Document No. 5175143 also being the most southerly corner of Block 109 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Webster Street;

Thence northeasterly 264.5 feet more or less along the southeasterly line of said Block 109 of the Plat of Madison, The Capitol of Wisconsin and being along the southeasterly line of said CSM No. 14032 and the Stewart Subdivision recorded as Document No. 264341 and being along the northwesterly right-of-way of E. Washington Avenue to the most easterly corner of Lot 3 of the said Stewart Subdivision and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the southwesterly right-of-way of Butler Street;

Thence northeasterly 66 feet across Butler Street to the most southerly corner of Block 112 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Butler Street;

Thence northeasterly 100 feet more or less along the southeasterly line of said Block 112 of the Plat of Madison, The Capitol of Wisconsin being along the northwesterly right-of-way of E. Washington Avenue to a point on the northeasterly line of the Southwest 34 feet of Lot 7 of said Block 112;

Thence northwesterly 132 feet more or less along the said northeasterly line of the Southwest 34 feet of said Lot 7 of Block 112 of the Plat of Madison, The Capitol of Wisconsin to a point on the northwesterly line of said Lot 7;

Thence northeasterly 164 feet more or less along the northwesterly line of Lots 5, 6, and 7 of the said Plat of Madison, The Capitol of Wisconsin to the most northerly corner of said Lot 5 and being on the southwesterly right-of-way of Hancock Street;

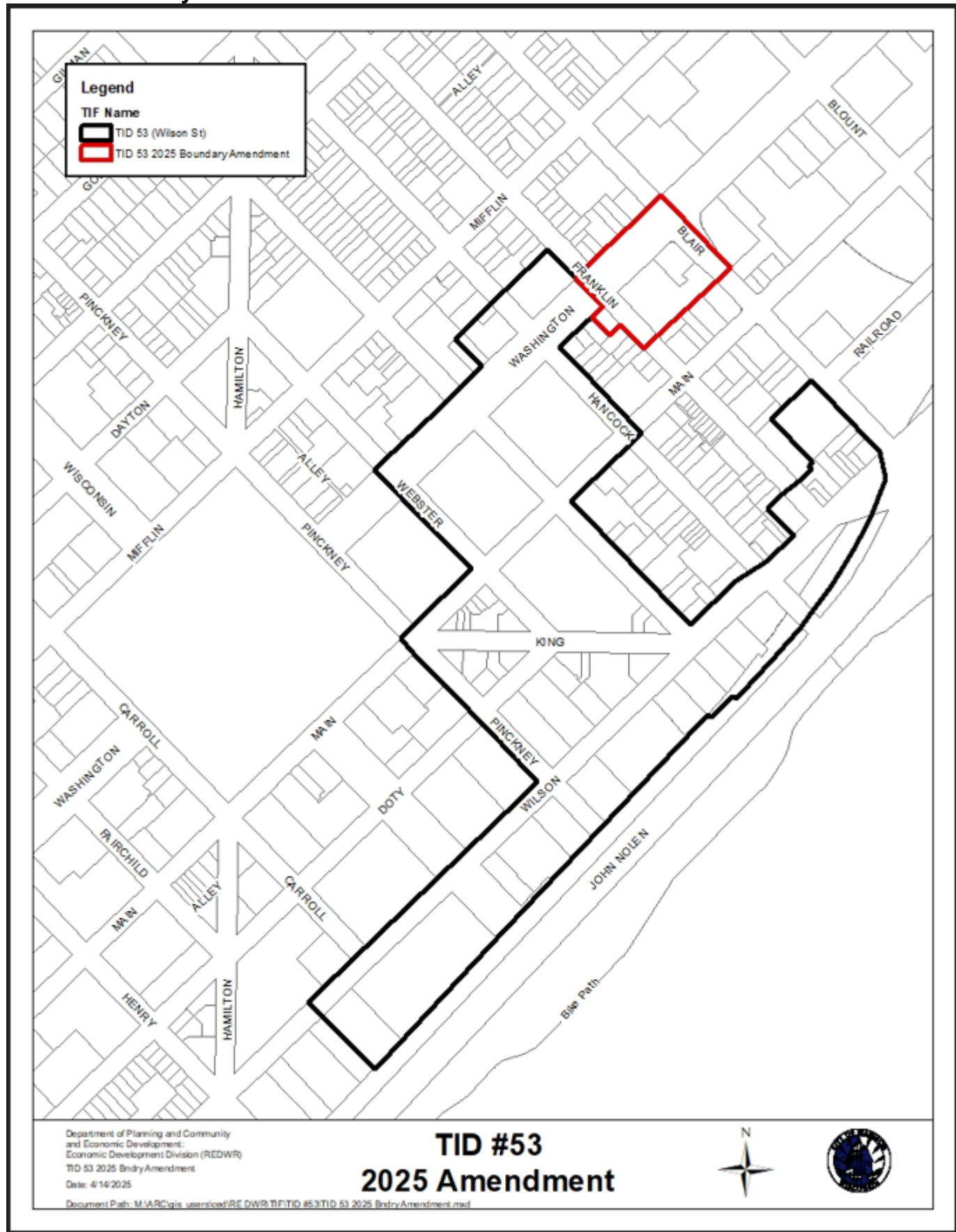
Thence northeasterly 66 feet across Hancock Street to the most westerly corner of said Lot 1 of CSM No. 15680 and being on the northeasterly right-of-way of Hancock Street;

Thence northeasterly 198 feet more or less along the northwesterly line of said Lot 1 of CSM No. 15680 to the Point of Beginning.

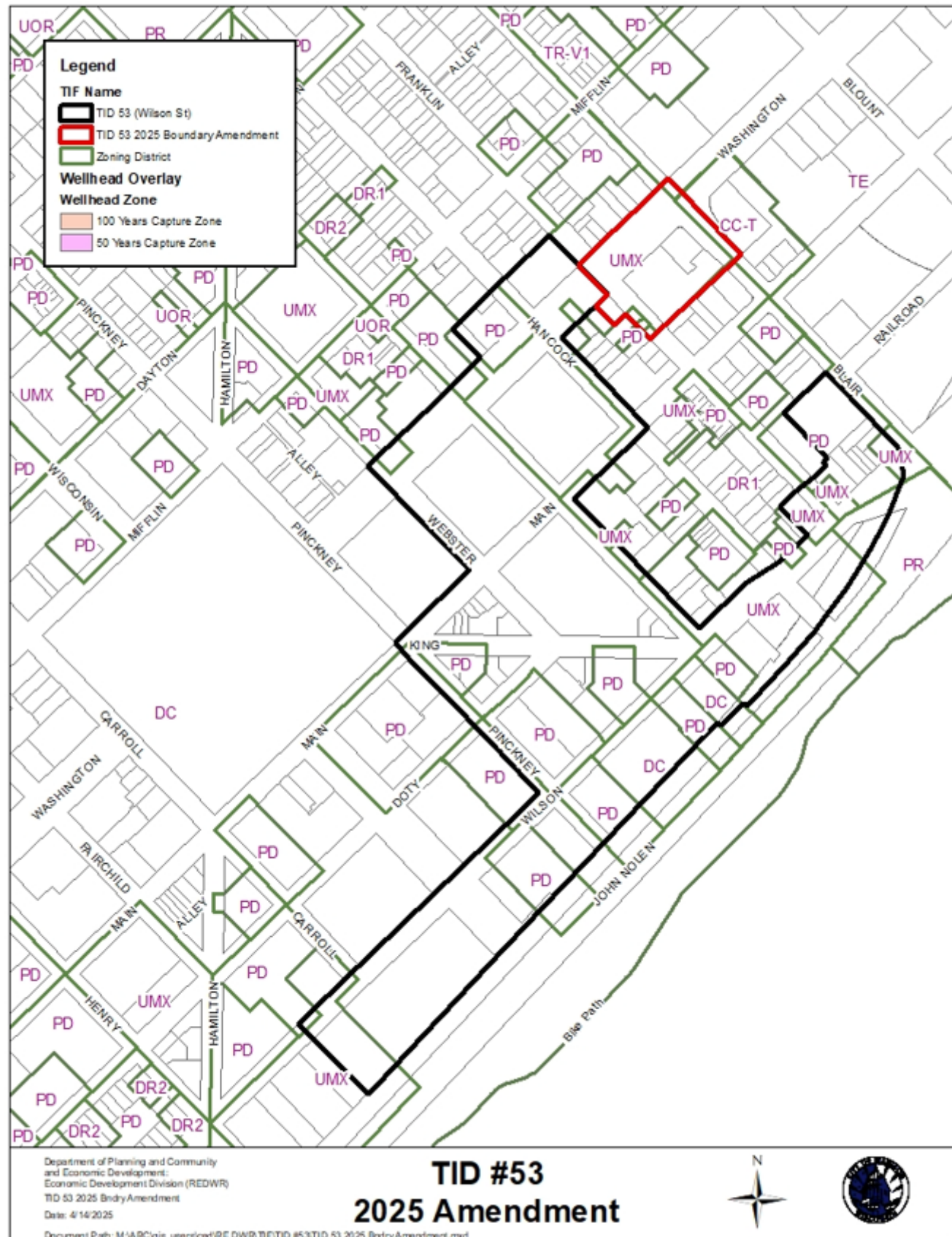
*NOTE: Wetlands are specifically and categorically excluded from inclusion in the TID 53 boundary.*



## District Boundary – 2025

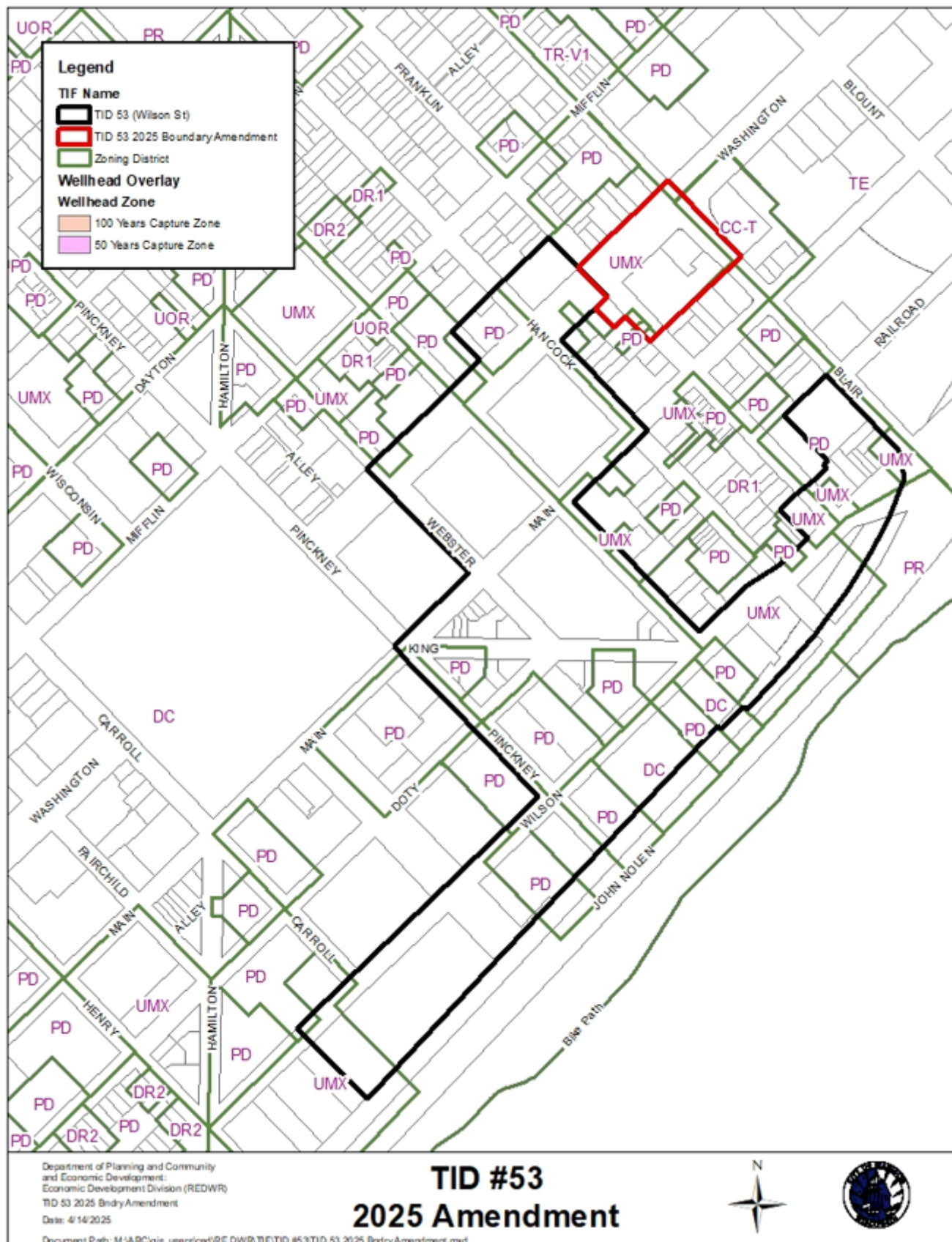


## Existing Zoning – 2025

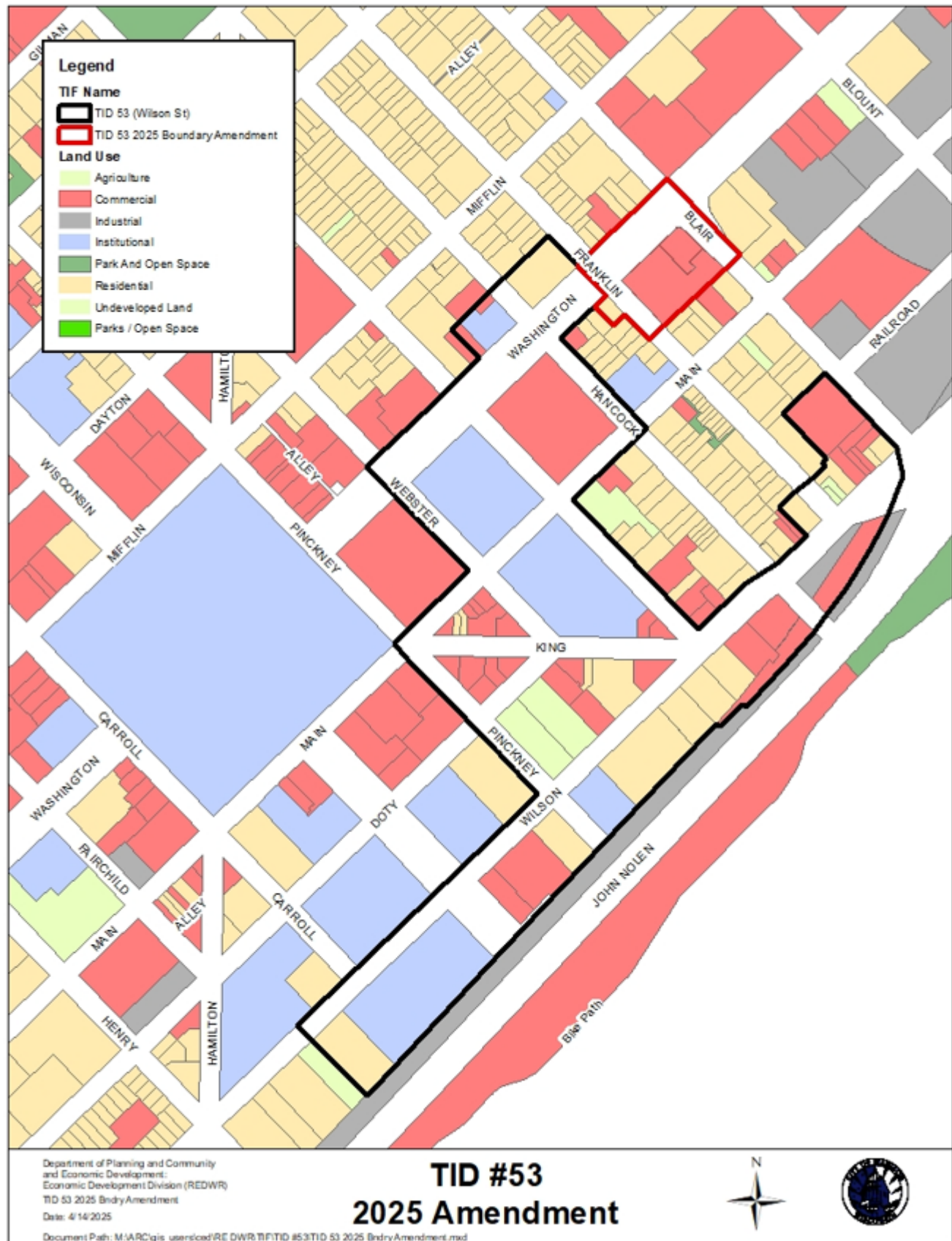




## Proposed Zoning – 2025

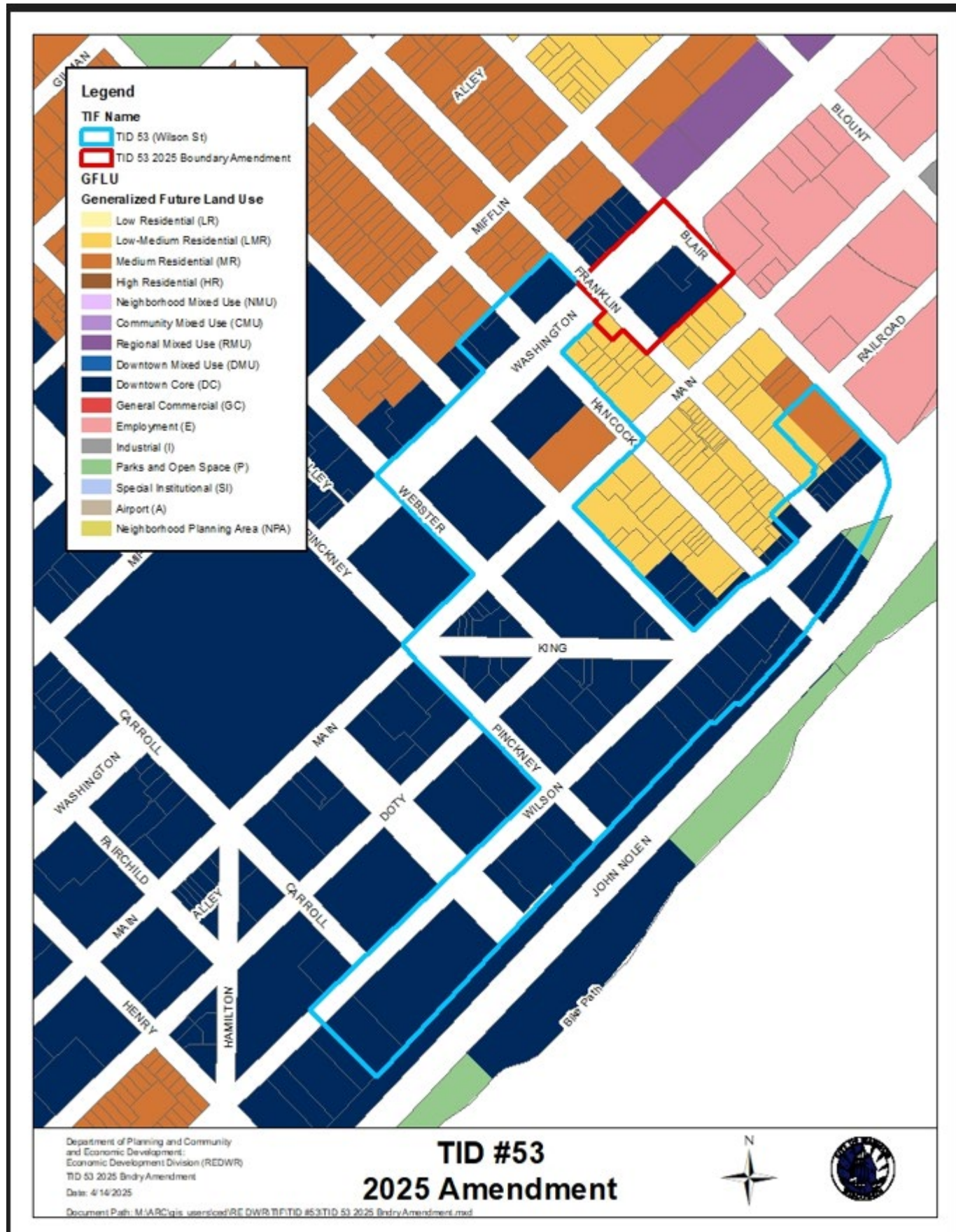


## Existing Land Use – 2025

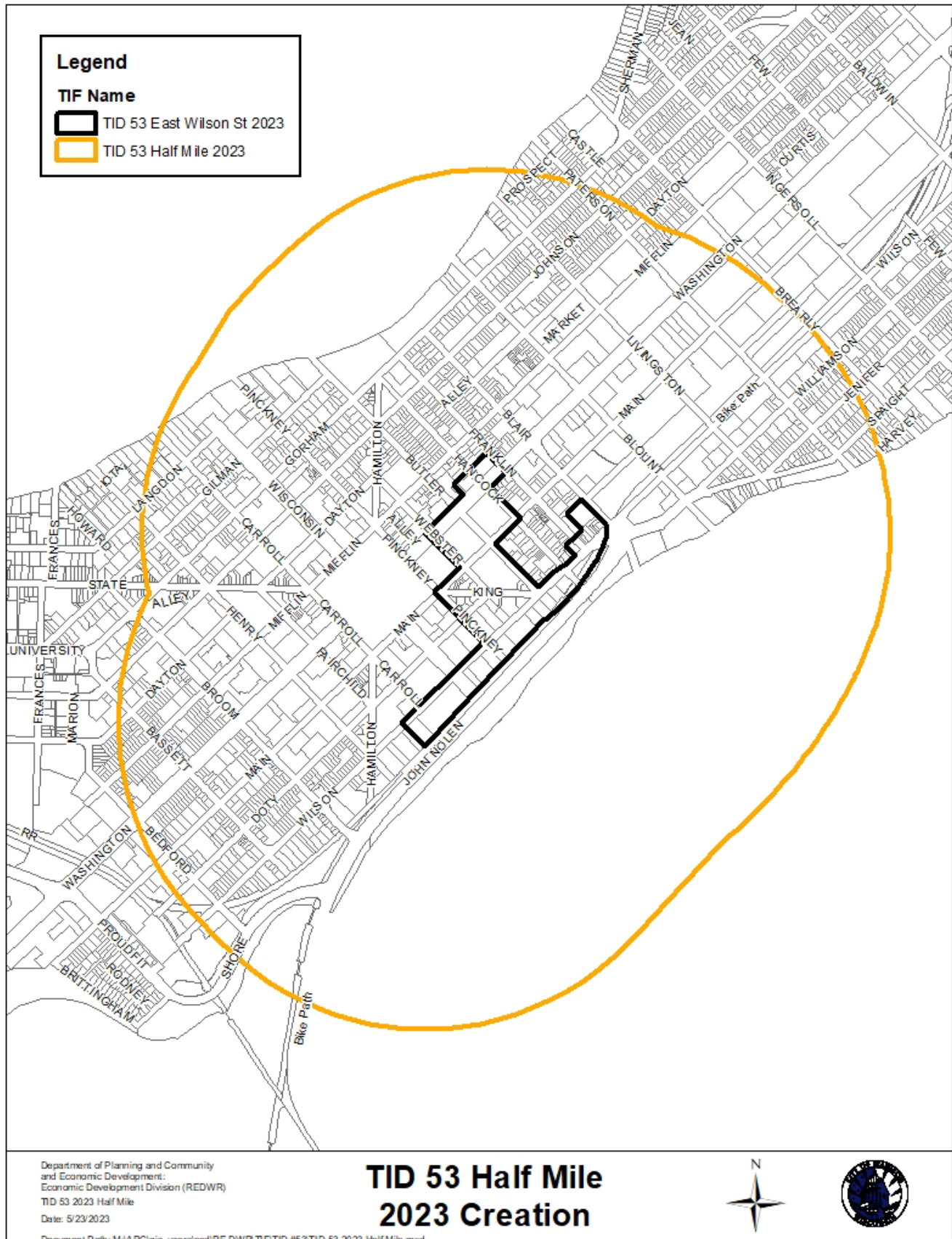




## Proposed Land Use – 2025



## Half Mile Boundary– 2025



## City Attorney Opinion Letter



### Office of the City Attorney

Michael R. Haas, City Attorney

Patricia A. Lauten, Deputy City Attorney

#### ASSISTANT CITY ATTORNEYS

Benjamin C. Becker  
Jason P. Donker  
Eric A. Finch  
Marcia A. Kurtz  
Lara M. Mainella  
Amber R. McReynolds  
Adriana M. Peguero

Ryan M. Riley  
Matthew D. Robles  
Andrew D. Schauer  
Avery J. Schulman  
Kate M. Smith  
Doran E. Viste  
Brittany A. Wilson  
Jennifer Zilavy

City-County Building, Room 401  
210 Martin Luther King Jr. Boulevard  
Madison, Wisconsin 53703-3345

(Telephone) 608-266-4511  
(Facsimile) 608-267-8715  
attorney@cityofmadison.com

June 5, 2025

**TO:** Joseph E. Gromacki, TIF Coordinator  
**FROM:** Matthew Robles, Assistant City Attorney  
**SUBJECT:** Project Plan Amendment for TIF District No. 53 - City of Madison (East Wilson)

Dear Mr. Gromacki:

In my capacity as Assistant City Attorney for the City of Madison, Wisconsin, I have examined the 2025 Amendment to the Project Plan and Boundary for Tax Incremental Finance District No. 53, City of Madison, Wisconsin. Based on this examination, I am of the opinion that the amended Project Plan is complete and complies with the provisions of Wis. Stat. § 66.1105(4)(f) and (h).

I render no opinion with respect to the accuracy or validity of any statement and/or finding contained in the Project Plan, but direct City officials to review the reports of City staff as regards to the Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew D. Robles".

Matthew D. Robles Assistant City  
Attorney



## LEGAL DESCRIPTION - TID # 53 (EAST WILSON ST)

A parcel of land located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 7 North, Range 9 East and the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 24, Township 7 North, Range 9 East all in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

**Beginning** at the most northerly corner of Lot 1 of Certified Survey Map (CSM) No. 15680 recorded as Document No. 5718436 being along the southwesterly right-of-way of Franklin Street;

Thence southeasterly 132 feet more or less along the northeasterly line of said CSM No. 15680 being the southwesterly right-of-way of Franklin Street to the most easterly corner of CSM No. 15680 and being the southwesterly right-of-way of Franklin Street and the northwesterly right-of-way of E. Washington Avenue;

Thence northeasterly 66 feet more or less along the northerly right-of-way of E. Washington Avenue to the southwesterly corner of Block 117 of the Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 264 feet more or less along the northwesterly right-of-way of E. Washington Avenue and southeasterly line of Block 117 to the southeasterly corner of Block 117 of the Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 66 feet more or less along the northwesterly right-of-way of E. Washington Avenue to the southwesterly corner of Block 121 of the Plat of Madison, The Capitol of Wisconsin and the northeasterly right-of-way of Blair Street;

Thence southeasterly 334.5 feet more or less along the southerly extension of the southwesterly line of Block 121 to the southwesterly corner of Certified Survey Map (CSM) No. 14663 recorded as Document No. 5374612 being on the northeasterly right-of-way of Blair Street;

Thence southwesterly 66 feet more or less to the southeasterly corner of Lot 5 of Block 116 of the Plat of Madison, The Capitol of Wisconsin and the southwesterly right-of-way of Blair Street;

Thence southwesterly 264 feet more or less along the southeasterly line of Lots 5 and 10 of Block 116 of the Plat of Madison, The Capitol of Wisconsin to the southwesterly corner of said Lot 10 also being the northeasterly right-of-way of Franklin Street;

Thence southwesterly 66 feet more or less to the southeasterly corner of Lot 3 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and the southwesterly right-of-way of Franklin Street;

Thence northwesterly 110 feet more or less along the southwesterly right-of-way of Franklin Street and the northeasterly line of Block 267 of the Plat of Madison, The Capitol of Wisconsin to the southeasterly corner of lands described in Warranty Deed No.5373629;

Thence southwesterly 49.5 feet to the southwesterly corner of lands described in Warranty Deed No.5373629;

Thence northwesterly parallel with the northeasterly line of said Block 267, 88 feet more or less to the northwesterly corner of lands described in Warranty Deed No.5373629, the northwesterly line of Lot 1 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and the southeasterly right-of-way of E. Washington Avenue;

Thence southwesterly 148.5 feet more or less along the northwesterly line of said Lot 1 of Block 267 of the Plat of Madison, The Capitol of Wisconsin and being along the southeasterly right-of-way of E.



Washington Avenue to the most westerly corner of said Lot 1 of Block 267 also being the intersection of southeasterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Hancock Street;

Thence southeasterly 330 feet more or less along the southwesterly line of Lots 1 through 5 of said Block 267 of the Plat of Madison, The Capitol of Wisconsin to the most southerly corner of said Lot 5 and being the intersection of the northeasterly right-of-way of Hancock Street and the northwesterly right-of-way of Main Street;

Thence continuing southeasterly 66 feet across the said right-of-way of Main Street to the most westerly corner of Lot 1 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the southeasterly right-of-way of Main Street and the northeasterly right-of-way of Hancock Street;

Thence southwesterly 66 feet across the said right-of-way of Hancock Street to the most northerly corner of Lot 1 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Hancock Street and the southeasterly right-of-way of Main Street;

Thence southwesterly 264 feet more or less along the northwesterly line of Lots 1 and 18 of said Block 114 of the Plat of Madison, The Capitol of Wisconsin being along the southeasterly right-of-way of Main Street to the most westerly corner of said Lot 18 of Block 114 and being the intersection of the southeasterly right-of-way of Main Street and the northeasterly right-of-way of Butler Street;

Thence southeasterly 569.5 feet more or less along the southwesterly line of Lots 10 through 18 of said Block 114 of the Plat of Madison, The Capitol of Wisconsin to a point on the southwesterly line of said Lot 10 being 41.5 feet more or less southeasterly of the most westerly corner of said Lot 10 measured along the southwesterly line of said Lot 10 and being the intersection of the northeasterly right-of-way of Butler Street and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 66 feet more or less along the said northwesterly right-of-way of Wilson Street to a point lying 46 feet southeasterly as measured perpendicular to the northwesterly line of Lot 10 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin with the point being 66 feet southwesterly of the northeasterly line of said Lot 10 measured perpendicular to the said northeasterly line;

Thence northeasterly 66 feet more or less along the said northwesterly right-of-way of Wilson Street being a line lying 46 feet perpendicular from and southeasterly of the northwesterly line of Lot 10 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin to a point on the northeasterly line of said Lot 10 lying 46 feet southeasterly of the most northerly corner of said Lot 10 measured along the said northeasterly line of Lot 10;

Thence continuing northeasterly 99 feet more or less along the said northwesterly right-of-way of Wilson Street being a line lying 46 feet perpendicular from and southeasterly of the northwesterly line of Lot 9 of Block 114 of the said Plat of Madison, The Capitol of Wisconsin to an angle point in the said northwesterly right-of-way of Wilson Street;

Thence northeasterly 33 feet more or less along the said northwesterly right-of-way of Wilson Street to a point on the northeasterly line of said Lot 9 of Block 114 of the Plat of Madison, The Capitol of Wisconsin being 52 feet southeast of the most northerly corner of said Lot 9 measured along the northeasterly line of said Lot 9 and being at the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Hancock Street;

Thence northeasterly 66 feet more or less across Hancock Street to the most southerly corner of Lot 9 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin also being the intersection of the northwesterly right-of-way of Wilson Street and the northeasterly right-of-way of Hancock Street;

Thence northeasterly 129 feet more or less along the northwesterly right-of-way of Wilson Street being along the southeasterly line of Lot 9 of Block 268 of the said Plat of Madison, The Capitol of Wisconsin

being to a point 69 feet southwesterly of the most easterly corner of said Lot 9 measured along the said southeasterly line of said Lot 9 also being the most southerly corner of Cardinal Condominium as recorded in Document No. 1894944;

Thence northwesterly 118 feet more or less along the southwesterly line of the said Cardinal Condominium to the most westerly corner of the said Cardinal Condominium;

Thence northeasterly 69 feet more or less along the northwesterly line of the said Cardinal Condominium to the most northerly corner of the said Cardinal Condominium and being along the southwesterly right-of-way of Franklin Street;

Thence northeasterly 66 feet more or less across Franklin Street to the most southerly corner of the Germania Condominium recorded as Document No. 3012054;

Thence northeasterly 58.15 feet more or less along the southeasterly line of the said Germania Condominium being perpendicular to the northeasterly right-of-way of Franklin Street to an angle point in the said southeasterly line;

Thence northwesterly 8.08 feet more or less along the said southeasterly line of the Germania Condominium to a point of curvature in the said southeasterly line;

Thence northerly 9.36 feet more or less on a chord of a curve to the right having a radius of 7.2 feet being along the said southeasterly line of the Germania Condominium to a point of tangency;

Thence northeasterly 12.34 feet more or less along the said southeasterly line of the Germania Condominium to the most easterly corner of the said Germania Condominium;

Thence northwesterly 203.99 feet more or less along the northeasterly line of the said Germania Condominium and being parallel with the said northeasterly right-of-way of Franklin Street to the most northerly corner of the said Germania Condominium also being a point on the northwesterly line of Lot 5 of Block 115 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northeasterly 186.42 feet more or less along the northwesterly line of Lots 5 and 14 of Block 115 of the said Plat of Madison, The Capitol of Wisconsin to the most northerly corner of said Lot 14 and being on the southwesterly right-of-way of Blair Street;

Thence southeasterly 330 feet more or less along the northeasterly line of said Block 115 of the Plat of Madison, The Capitol of Wisconsin to the most easterly corner of said Lot 10 of the said Block 115;

Thence south-southeasterly 105 feet more or less to the northeasterly extension of northwesterly railroad lands now owned by Wisconsin Department of Transportation (WDOT);

Thence south-southeasterly 125 feet more or less along the northeasterly extension of northwesterly railroad lands now owned by Wisconsin Department of Transportation (WDOT) to a point on the southerly right-of-way of Wilson Street also being the northwest corner of the railroad lands now owned by Wisconsin Department of Transportation (WDOT);

Thence southwesterly 373.39 feet more or less along the northwesterly right-of-way line of the said railroad now owned by WDOT being a curve to the right having a radius of 1980.88 feet to a point on the northeasterly right-of-way of Hancock Street;

Thence southwesterly 66.77 feet across Hancock Street to the northwesterly corner of the former railroad parcel currently owned by WDOT;

Thence southwesterly 164.26 feet more or less along the northwesterly right-of-way line of the said railroad now owned by WDOT being a curve to the right having a radius of 1980.88 feet to a point of tangency along the said northwesterly right-of-way line;

Thence southwesterly 158.65 feet more or less along the said northwesterly right-of-way line of the railroad now owned by WDOT to an angle point in the said northwesterly right-of-way line;

Thence northwesterly 13.75 feet more or less to the most easterly corner of the lands conveyed from the WDOT to the City of Madison in Document No. 5318247;

Thence southwesterly 105.60 feet more or less along a 1947.32-foot radius curve to the right being the southeasterly boundary of the lands described in Document No. 5318247;

Thence northwesterly 15.11 feet more or less along the southwest line of the lands described in Document No. 5318247 to the most easterly corner of the First Addendum to Marina Condominiums recorded as Document No. 4218803 and the northwesterly right-of-way line of the railroad now owned by WDOT;

Thence southwesterly 1489 feet more or less along the northwesterly right-of-way of the railroad now owned by WDOT also being along the southeasterly line of First Addendum to Marina Condominiums recorded as Document No. 4218803 and said southeasterly line extended southwesterly to a point on the northeasterly line of Lot 8 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin;

Thence southeasterly 5.64 feet more or less along the said northeasterly line of Lot 8 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin also being along the northwesterly right-of-way of the said railroad now owned by the WDOT;

Thence southwesterly 132.50 feet along the said northwesterly right-of-way of the railroad now owned by WDOT to a point on the southwesterly line of Lot 7 of Block 70 of the said Plat of Madison, The Capitol of Wisconsin;

Thence northwesterly 250 feet more or less along the said southwesterly line of Lot 7 of Block 70 of the Plat of Madison, The Capitol of Wisconsin to the most westerly corner of said Lot 7 also being on the southeasterly right-of-way of Wilson Street;

Thence northwesterly 66 feet across Wilson Street along the northwesterly extension of the said southwesterly line of Lot 7 of Block 70 of the Plat of Madison, The Capitol of Wisconsin to a point on the southeasterly line of CSM No. 15409 recorded as Document No. 5593589 and being on the northwesterly right-of-way of Wilson Street;

Thence northeasterly 200 feet more or less along the said northwesterly right-of-way of Wilson Street and being on the southeasterly line of said CSM No. 15409 and the Carpenter Condominiums recorded as Document No. 3193640 to the most easterly corner of the said Carpenter Condominiums also being at the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Carroll Street;

Thence northeasterly 66 feet across Carroll Street to the most southerly corner of Block 85 of the said Plat of Madison, The Capitol of Wisconsin and being at the intersection of the northeasterly right-of-way of Carroll Street and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 330 feet more or less along the southeasterly line of said Block 85 of the Plat of Madison, The Capitol of Wisconsin to the most easterly corner of said Block 85 and being the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Martin Luther King Jr. Blvd.;

Thence northeasterly 132 feet across Martin Luther King Jr. Blvd. to the most southerly corner of Lot 1 of CSM No. 14577 recorded as Document No. 5348219 also being the most southerly corner of Block 88 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northeasterly right-of-way of Martin Luther King Jr. Blvd and the northwesterly right-of-way of Wilson Street;

Thence northeasterly 330 feet more or less along the southeasterly line of Lots 1 and 2 of said CSM No. 14577 and being the northwesterly right-of-way line of Wilson Street to the most easterly corner of said Lot 2 of CSM No. 14577 also being the most easterly corner of said Block 88 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Wilson Street and the southwesterly right-of-way of Pinckney Street;

Thence northwesterly 264 feet more or less along the northeasterly line of said Lot 2 of CSM No. 14577 and being on the southwesterly right-of-way of Pinckney Street to the most northerly corner of said Lot 2 also being the most northerly corner of said Block 88 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Pinckney Street and the southeasterly right-of-way of Doty Street;

Thence northwesterly 66 feet across Doty Street to the most easterly corner of Block 89 of the said Plat of Madison, The Capitol of Wisconsin and being at the intersection of the southwesterly right-of-way of Pinckney Street and the northwesterly right-of-way of Doty Street;

Thence northwesterly 264 feet more or less along the northeasterly line of said Block 89 of the Plat of Madison, The Capitol of Wisconsin and being along the southwesterly right-of-way of Pinckney Street to the most northerly corner of said Block 89 and being the intersection of the southwesterly right-of-way of Pinckney Street and the southeasterly right-of-way of Main Street;

Thence northwesterly 66 feet across Main Street to the intersection of the southwesterly right-of-way of Pinckney Street and the northwesterly right-of-way of Main Street;

Thence northeasterly 66 feet across Pinckney Street to the most southerly corner of Block 102 Condominium Plat recorded as Document No. 4583981 and being the most southerly corner of Block 102 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Main Street and the northeasterly right-of-way of Pinckney Street;

Thence northeasterly 264 feet more or less along the southeasterly line of said Block 102 Condominium Plat and being along the northwesterly right-of-way of Main Street to the most easterly corner of the said Block 102 Condominium Plat also being the most easterly corner of the said Block 102 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of Main Street and the southwesterly right-of-way of Webster Street;

Thence northwesterly 330 feet more or less along the northeasterly line of said Block 102 Condominium Plat and being along the southwesterly right-of-way of Webster Street to the most northerly corner of said Block 102 Condominium Plat also being the most northerly corner of the said Block 102 of the Plat of Madison, The Capitol of Wisconsin and being the intersection of the southwesterly right-of-way of Webster Street and the southeasterly right-of-way of E. Washington Avenue;

Thence northwesterly 132 feet across E. Washington Avenue to the most easterly corner of Block 101 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the southwesterly right-of-way of Webster Street;

Thence northeasterly 66 feet across Webster Street to the most southerly corner of CSM No. 14032 recorded as Document No. 5175143 also being the most southerly corner of Block 109 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Webster Street;

Thence northeasterly 264.5 feet more or less along the southeasterly line of said Block 109 of the Plat of Madison, The Capitol of Wisconsin and being along the southeasterly line of said CSM No. 14032 and the Stewart Subdivision recorded as Document No. 264341 and being along the northwesterly right-of-way of E. Washington Avenue to the most easterly corner of Lot 3 of the said Stewart Subdivision and being the

intersection of the northwesterly right-of-way of E. Washington Avenue and the southwesterly right-of-way of Butler Street;

Thence northeasterly 66 feet across Butler Street to the most southerly corner of Block 112 of the said Plat of Madison, The Capitol of Wisconsin and being the intersection of the northwesterly right-of-way of E. Washington Avenue and the northeasterly right-of-way of Butler Street;

Thence northeasterly 100 feet more or less along the southeasterly line of said Block 112 of the Plat of Madison, The Capitol of Wisconsin being along the northwesterly right-of-way of E. Washington Avenue to a point on the northeasterly line of the Southwest 34 feet of Lot 7 of said Block 112;

Thence northwesterly 132 feet more or less along the said northeasterly line of the Southwest 34 feet of said Lot 7 of Block 112 of the Plat of Madison, The Capitol of Wisconsin to a point on the northwesterly line of said Lot 7;

Thence northeasterly 164 feet more or less along the northwesterly line of Lots 5, 6, and 7 of the said Plat of Madison, The Capitol of Wisconsin to the most northerly corner of said Lot 5 and being on the southwesterly right-of-way of Hancock Street;

Thence northeasterly 66 feet across Hancock Street to the most westerly corner of said Lot 1 of CSM No. 15680 and being on the northeasterly right-of-way of Hancock Street;

Thence northeasterly 198 feet more or less along the northwesterly line of said Lot 1 of CSM No. 15680 to the Point of Beginning.

*NOTE: Wetlands are specifically and categorically excluded from inclusion in the TID 53 boundary.*



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88728**

**File ID:** 88728

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/10/2025

**File Name:** 13043 TID 55 Creation

**Final Action:**

**Title:** Approving the Project Plan and Boundary for Tax Incremental District (TID) #55  
(Voit), City of Madison. (District 15)

### Notes:

**Sponsors:** Dina Nina Martinez-Rutherford And Satya V.  
Rhodes-Conway

**Effective Date:**

**Attachments:** 13043 TID 55 2025 Creation Project Plan v2.pdf, TID  
55 Legal Description.pdf, Public Comment  
06-22-25.pdf

**Enactment Number:**

**Author:** Terrell Nash, Real Estate Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/10/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/7/25), Plan Commission (6/23/25), Common Council (7/15/25)						
1	COMMON COUNCIL	06/17/2025	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Plan Commission						
1	FINANCE COMMITTEE	06/17/2025	Referred	PLAN COMMISSION		06/23/2025	
	<b>Action Text:</b> This Resolution was Referred to the PLAN COMMISSION						
1	PLAN COMMISSION	06/23/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Solheim, seconded by Field, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> On a motion by Solheim, seconded by Ald. Field, the Plan Commission voted to return the Tax Increment District boundary and project plan to Finance Committee with a recommendation for approval. The motion passed by voice vote/other.						

### Text of Legislative File 88728

### **Fiscal Note**

The proposed resolution authorizes the creation of TID 55 - Voit and its proposed project plan and boundary. The project plan includes a total of \$8,552,000 in TID-supported borrowing for the following: \$3,887,000 for future development loans, \$4,165,000 for land acquisition, and \$500,000 for administration costs. The Economic Development Division's 2026 Capital Budget request includes \$2,050,000 in 2026 for development loans and land improvements. Use of this funding is contingent upon adoption of the 2026 Capital Budget by Common Council in addition to approval of this project plan amendment. Additional City costs associated with urban development in this area will be included in future capital budgets subject to Common Council approval. Financing costs associated with the creation of this TID are estimated at \$2,351,000. No additional City appropriation is required with adoption of this project plan amendment.

### **Title**

Approving the Project Plan and Boundary for Tax Incremental District (TID) #55 (Voit), City of Madison. (District 15)

### **Body**

WHEREAS Chapter 105 of the Laws of 1975 of the State of Wisconsin created the Tax Increment Law (the "TIF Law"), Section 66.1105, Wisconsin Statutes; and

WHEREAS TIF Law sets forth certain steps which must be followed to create a Tax Incremental Project Plan and Boundary; and

WHEREAS a Notice of Public Hearing by the Plan Commission to afford interested parties an opportunity to express their views on the creation of the TID Project Plan and Boundary for TID 55 was published in the Wisconsin State Journal on June 6, 2025 and June 13, 2025 as required by TIF Law; and

WHEREAS prior to publication of the Notice of Public Hearing a copy of the Notice was sent by first-class mail to each of the chief executive officers or administrators of all local governmental entities having the power to levy taxes on property within the boundary of TID 55; and

WHEREAS the Plan Commission of the City of Madison held a public hearing on June 23, 2025, at which interested parties were afforded an opportunity to express their views on the proposed creation of the Project Plan and Boundary for TID 55; and

WHEREAS the Plan Commission has made the following findings as indicated in the attached report:

1. No less than 50%, by area, of the real property within the TID is suitable and zoned for mixed-use within the meaning of 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.

WHEREAS the Plan Commission has determined that the TID meets the basic requirements of City TIF Policy for tax incremental district proposals adopted by the Common Council on April 17, 2001, amended on March 31, 2009, and amended again on February 25, 2014 (insofar as they are applicable to the amendment of a project plan), conforms to the Comprehensive Plan for the City of Madison and is consistent with the review criteria adopted at the same time, specifically, that the TID supports economic development activities intended to stabilize and diversify the City's economic base.



NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Madison hereby confirms and adopts the above recitals and finds that:

1. No less than 50%, by area, of the real property within the amended TID boundary is suitable and zoned for mixed-use within the meaning of Section 66.1105(2), Wisconsin Statutes.
2. The improvement of such area is likely to significantly enhance the value of a substantial portion of the other real property in the TID.
3. The project costs in the Project Plan relate directly to promoting mixed-use development
4. The aggregate value of equalized taxable property of the TID, plus all existing TIDs, does not exceed 12% of the total value of equalized taxable property within the City.
5. TID 55 (Voit) is hereby declared a mixed-use district.
6. Less than 35% of the TID is proposed for newly platted residential development. Newly platted residential development that is included in project costs will have a density of the residential housing that is at least 3 units per acre, meeting the requirements of Wis. Stat s. 66.1105(2)(f)3.
7. The percentage of territory devoted to retail businesses within TID 55 (Voit) is under thirty-five (35%) percent and is estimated to remain under 35% at the end of the expenditure period

BE IT STILL FURTHER RESOLVED that the attached Project Plan and Boundary for TID 55 (Voit), City of Madison, is hereby adopted as of January 1, 2025 as the Project Plan for said District and such plan is feasible and in conformity with the Comprehensive Plan for the City of Madison and will add to the sound growth of the City.

Date Adopted: \_\_\_\_\_, 2023  
Resolution Number: RES-23-\_\_\_\_\_  
Expenditure Deadline: \_\_\_\_\_, 2038  
TID Expiration Date: \_\_\_\_\_, 2043

**Project Plan and Boundary for  
TAX INCREMENTAL FINANCE DISTRICT 55  
(VOIT)  
City of Madison**

**Prepared by:  
Department of Planning and Community and Economic Development  
Economic Development Division  
Office of Real Estate Services**

**June 6, 2025**

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# **TAX INCREMENTAL FINANCE DISTRICT #55 (VOIT)**

## **INTENT AND PURPOSE**

The City of Madison (the “City”) has established that the health of the Madison economy and its neighborhoods is vital. The City intends to continue to expand, stabilize and diversify its economic base, revitalize neighborhoods and expand housing options. To that end, the City may utilize its various implementation tools, such as the City and Community Development Authority’s (CDA) development revenue bonds, tax incremental financing (TIF), and other State or federal tools that may be available.

In particular, the City of Madison is proposing to create Tax Incremental District (TID) #55 (Voit) as a mixed-use TID, for the purposes of capturing incremental value to provide assistance on an as needed basis to projects within the proposed TID and to fund public works improvements that will benefit the TID and the larger community. TID 55 will be generally located along Milwaukee St, between Stoughton Rd (USH 151) and Fair Oaks Ave.

## **PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS**

The project elements proposed in this Project Plan conform to the objectives and recommendations contained in the Comprehensive Plan For The City of Madison (the “Master Plan”) as approved by the City Plan Commission. No changes in the Official Map, Building Codes or other City Ordinances appear to be necessary to implement the Project Plan. Zoning changes may be necessary as projects are proposed for the area, although none are proposed at this time. The Plan Commission reviews such proposals.

This TID is presently zoned CC-T, SE, SR-V2, CC, TR-C1, TR-V2, TR-U2, TR-U1, NMX, PR, PD. These zoning districts are suitable for mixed-use development.

### **Consistency with the City of Madison Comprehensive Plan**

The Common Council of the City of Madison adopted an update to the City of Madison Comprehensive Plan on August 7, 2018, and updated in December 2023 and September 2024. The Comprehensive Plan contains six sections, each with its own set of overarching Goals and implementation Strategies that are consistent with the projects and activities planned for TID 55 include, but are not limited to, the following:

#### **Neighborhoods and Housing**

Goal: Madison will have a full range of quality and affordable housing opportunities throughout the City

Strategies:

- Create complete neighborhoods across the City where residents have access to transportation options and resources needed for daily living.
- Increase the amount of available housing

#### **Land Use and Transportation**

Goal: Madison will be comprised of compact, interconnected neighborhoods anchored by a network of mixed-use activity centers.

Strategies:

- Expand and improve the city’s pedestrian and bicycle networks to enable safe and convenient active transportation.

## **Consistency with TIF Policy**

The Project Plan is also consistent with City of Madison Tax Incremental Finance Objectives and Policies (the “TIF Policy”) adopted by the City’s Common Council on April 17, 2001 and amended most recently on February 25, 2014. The Project Plan conforms to the following TIF Policy goals:

### **Section 1: TIF Goals**

- A. Growing the property tax base.
- D. Encouraging urban in-fill projects that increase (or decrease where appropriate) density consistent with the City’s Comprehensive Plan.
- F. Creating a range of housing types and specifically encouraging the development of workforce and affordable housing, especially housing that is for those earning much less than the area median income.
- G. Funding public improvements that enhance development potential, improve the City’s infrastructure, enhance transportation options, and improve the quality and livability of neighborhoods.
- I. Reserving sufficient increment for public infrastructure in both TIF project plans and TIF underwriting.

## **PROPOSED PROJECT COSTS**

The following represent total estimated costs. By TIF Law, TIF may only pay for the non-assessable portion of these costs. More detail is provided in the section entitled “Detailed Estimate of Timing and Project Costs” that estimates the amount of cost paid with TIF.

### **Public Works Improvements**

The City does not intend to complete any public works projects in TID 55 at this time. However, Starkweather, LLC is developing the former Voit Farm property and plans to install public infrastructure at their cost, as required by the City’s infrastructure assessment policy. Funds have been set aside under the Development Loans category that might provide financial assistance to projects that demonstrate, to the City’s satisfaction, a gap, caused in whole or in part, by the cost of such infrastructure improvements.

**Subtotal Estimated TIF Cost – Public Works Improvements:**

**\$0**

### **Community Development Authority Revitalization Activities**

In accordance with Section 66.1333 of the State Statutes (Redevelopment Law), the CDA may undertake a variety of revitalization activities in the TIF District if that area corresponds to the boundary of a Redevelopment District.

Estimated Cost:

**\$0**

### **Affordable Housing**

This category of costs is for the benefit of affordable housing and the improvement of housing stock in the City of Madison. After the date on which TID 55 pays off all of its aggregate costs, as provided for in State Statute the City may extend the life of TID 55 for one year to benefit affordable housing and to improve housing stock. In the event that an affordable housing project is determined to need financial assistance and meets the City’s TIF Goals and Underwriting policies, if necessary, the City will propose an amendment to this project plan and seek the necessary approvals from the Joint Review Board.

Estimated Cost:

**\$0**

## **Economic Development Assistance**

### **Development Loans**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of loans may be provided to private development projects, that demonstrate that “but for” such TIF assistance, the project would not occur. TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, parking facility construction, site preparation, environmental remediation, public infrastructure, landscaping and similar types of related activities.

Estimated Cost: \$3,887,000

### **Land Acquisition**

In order to construct the public improvements, and for the revitalization and development of private property, the acquisition of property and relocation of occupants may be necessary in this TIF District. The acquisitions could vary from rights-of-way and air space to entire parcels. It is the City’s intent to purchase Lots 6, 9, 10, and 13 from the Starkweather Plat. These lots will allow the City to construct so called “missing middle” housing opportunities.

Estimated Cost: \$4,165,000

## **Economic Development Assistance – Small Business Grants**

Where necessary or convenient to the implementation of the Project Plan, TIF assistance in the form of small business TIF grants may be provided to private small business development projects TIF Law allows such funds to be used to reduce the cost of site acquisition or site improvements including the construction or razing of buildings, interior or exterior renovation or restoration, site preparation, environmental remediation, landscaping and similar types of related activities but requires that the City provide the Joint Review Board with copies of the grant agreement for each project. The City will provide copies of each grant agreement to the Joint Review Board after each subsequent project receives Common Council authorization of a grant award. The following programs will provide TIF assistance in the form of small business grants:

### **Building Improvement Grants**

The Building Improvement Grant program encourages business owners to reinvest in their business by offering grants of up to \$50,000 to assist with the capital costs associated with renovating the interior and exterior of retail spaces.

Estimated Cost: \$0

### **Façade Grants**

The Façade Improvement Grant Program, was established to support and encourage small business to reinvest in the downtown and neighborhood business districts. The program provides matching grants to small business owners and tenants to assist them in restoring or beautifying their facades or storefronts. The maximum grant amount is \$25,000.

Estimated Cost: \$0

### **Commercial Ownership Assistance Program**

The Commercial Ownership Assistance program (COA) is a new City of Madison effort focused on helping business owners expand their enterprises by transitioning from leasing space to owning commercial property for their business. The program is structured as a 0% interest loan with no payment due to the City unless the property is sold. The loan can be used for businesses to purchase an existing space or to develop a new building for their businesses. The program will focus on assisting communities that have historically faced barriers to accessing capital to start or grow a business enterprise and own commercial properties. These targeted populations for this program include communities of color, immigrant communities, women, LGBTQ+, disabled residents, and veterans. The program will also prioritize investments that support businesses in under-invested geographic areas. The maximum loan amount is \$250,000.

Estimated Cost: \$0

## **Subtotal Estimated TIF Cost – Small Business Grants**

**\$0**

6/6/2025

5

### **Organizational, Administrative and Professional Costs**

This category of project costs includes estimates for administrative, professional, organizational and legal costs. Project costs may include salaries, including benefits, of City employees engaged in the planning, engineering, implementing and administering activities in connection with TID 55, supplies and materials, contract and consultant services, and those costs of City departments such as the Finance Department, City Attorney, City Engineer, Parks Division, DPCED, and the Office of the Mayor.

Estimated Cost: \$500,000

**Total Project Costs: \$8,552,000**

### **Financing Costs**

The total TIF-eligible cost authorized in the Detailed Estimate of Project Cost and Timing represents the total TIF Capital Budget for which TIF funds may be used. Finance costs represent the estimated amount of interest incurred if the City were to borrow funds to pay for the entire TIF-eligible costs. Staff estimates that in the event the City of Madison borrows funds to pay for the capital costs authorized herein that tax increments estimated to be generated by the district over its life may be sufficient to repay all of the **\$8,552,000** of estimated non-assessable project costs and an estimated **\$2,351,000** financing cost.

## **DETAILED ESTIMATE OF TIMING AND PROJECT COSTS**

The following are the eligible project costs as provided for under Section 66.1105 (2)(f), Wisconsin Statutes and the timing in which certain project costs will be incurred. TIF Law requires that all project plan expenditures be made within a mixed-use TID within 15 years of its creation. Certain project costs will be subject to the anticipated long-term development expectations as described elsewhere in this Plan. **The actual eligible project costs herein (shown below) may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan. There are no planned costs that are non-project costs.**

<b>TID #53</b>	<b>Proposed TIF Funded Non- Assessable Cost</b>	<b>Assessable/ Non-Project Costs</b>	<b>Total</b>	<b>Time Frame</b>
<b>Total Public Improvements</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>2025 - 2040</b>
<b>Development Loans</b>	\$3,887,000	\$0	\$3,887,000	2025 – 2040
<b>Land Acquisition</b>	\$4,165,000	\$0	\$4,165,000	2025 – 2040
Administrative and Professional Costs	\$500,000	\$0	\$500,000	2025 – 2040
<b>TOTAL PROJECT COSTS</b>	<b>\$8,552,000</b>	<b>\$0</b>	<b>\$8,552,000</b>	2025 – 2040
Finance Costs (financing costs for entire project plan)	\$2,351,000		\$2,351,000	2023-2038

NOTE: These project costs and non-project costs conform with State Statute 66.1105(4)(gm).

## **SUMMARY OF TOTAL PROJECT COSTS AND ECONOMIC FEASIBILITY**

The project costs include the estimated costs of planning, engineering, construction or reconstruction of public works and improvements and financing costs. **The actual eligible project costs may vary or may be adjusted without a project plan amendment, so long as the total amount of eligible costs does not exceed the amount adopted in the Project Plan.**

### How Tax Increments Are Generated, Used

Under the Wisconsin TIF Law, the property taxes paid each year on the increase in equalized value of the Tax Incremental District may be used by the City to pay for eligible project costs within the TID. Taking the TID's current value as a result of growth and deducting the value in the District that existed when the District was created determines the increase in value. All taxes levied upon this incremental (or increased) value by the City, Madison Metropolitan School District, Dane County, and the Madison Area Technical College District are allocated to the City for direct payment of project costs and payment of debt service on bonds used to finance project costs.

Per TIF Law, the maximum life of a mixed-use TID is 20 years and all project expenditures must be made five (5) years prior to the termination of the TID. Therefore, all project expenditures must be made by December 31, 2040. Tax increments may be received until project costs are recovered or until the TID reaches its maximum life of 20 years, at which time the TID must close.

### TIF-Eligible Capital Budget

The cost of public improvements and other project costs is **\$8,552,000**. There are **no** anticipated costs that will be assessable to property owners. Assessments are determined in accordance with the City and Board of Public Works standard special assessment policies. Given that there are no (\$0) costs that are assessable to property owners, the **\$8,552,000** balance of the TIF-eligible project costs (i.e. net of assessable costs) represents the authorized TIF Capital Budget for this Project Plan and will require financial support by incremental taxes from the District.

### Estimate of Economic Feasibility, TIF Generator(s)

TIF Policy requires a proposed TID have an economic "generator" i.e. at least one private development project that generates increment to finance TID costs, or a TID shall be identified as a "speculative TID". TID 55 has multiple "generators" of tax increments, as described below.

- Lot 1—A 72-unit 4% LIHTC project, with an estimated incremental value of \$8,377,000.
- Lot 2—An 88-unit market-rate project, with an estimated incremental value of \$17,245,000.
- Lot 3—A 104-unit 4%LIHTC project, with an estimated incremental value of \$12,155,000.
- Lot 4—A 150-unit market-rate project, with an estimated incremental value of \$29,504,000.
- Lot 5 A 120-unit market-rate project, with an estimated incremental value of \$23,521,000.

### **Total Estimated Incremental Value: \$90,802,000**

As demonstrated in the section entitled Expectations for Development, a conservative estimate of total incremental value resulting from potential development projects, and economic growth or value appreciation over the life of the TID is estimated to be **\$188,293,000**. This value includes the **\$90,802,000** generated from projects outlined above, along with an additional **\$97,491,000** of value appreciation over the life of the TID. This value is projected to produce incremental revenues sufficient to support the project costs stated above. In the near-term such project costs may be funded through, and are supportable, by the City's general obligation borrowing.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the majority of the project cost is financed with long-term debt, borrowing would be undertaken only when sufficient development actually occurs to support each borrowing segment and the expenditure of such funds.

Based on the current tax rates and conservative financial market assumptions, the anticipated economic growth of tax incremental revenues over the TID's life (i.e. the total amount of tax increments over 20 years) should total approximately **\$26,028,000**. The present value of the total incremental revenues that are anticipated to be generated is \$11,365,000, sufficient to pay for the **\$8,552,000 of project costs** identified in this Project Plan.



As previously indicated, each segment of the project (i.e., every individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City's intent to closely monitor all planned and actual development within the TID. The actual City investment in TID 55 may, therefore, be less than the amount shown in the Project Plan.

Assuming no change in economic conditions, the TID is projected to recover its proposed \$8,552,000 project cost in approximately 10 years, or the year 2035.

#### Finance Cost

Staff estimates that TID increment could support interest payments on capital borrowing. The estimated interest and finance cost of to borrow the entire estimated capital cost is **\$2,351,000.**

## **PROMOTION OF ORDERLY LAND DEVELOPMENT**

The area in this TID is identified for Low-Medium Residential, Medium Density Residential, Community Mixed Use, Parks and Open Space, Low Residential, General Commercial, and Employment land uses in the City of Madison Comprehensive Plan. Descriptions of this use and its corresponding density can be found in the City of Madison Comprehensive Plan at this link:

<https://imagine-madison-wi.com/sites/imagine-madison-wi.com/files/document/pdf/180501%20Comprehensive%20Plan%20-%20Full.pdf>

TID 55 is a mixed-use TID, as defined by State Statute.

Less than 35% of the area in the TID boundary is used for retail business.

#### **Newly Platted Residential**

Approximately 14.65% of the area in TID 55 is identified for newly platted residential purposes.

The newly platted residential meets the following criteria under Wis. Stat. § 66.1105(2)(f)3.: the density of the residential housing is at least 3 units per acre.

## **EXPECTATIONS FOR DEVELOPMENT**

The expectations for development in TID 55 have been developed from and predicated on the Comprehensive Plan for the City of Madison and the Downtown Plan, as adopted by the Common Council.

#### **Potential Areas for Development**

The Potential Areas for Development include redevelopment and infill upon parcels of land within the TID boundary. The known development on these sites is described in further detail in this project plan.

#### **Annual Value Increment Estimates**

**Definition of Value Increment:** The increase in value is determined by deducting the value in the TIF district that existed when it was created (i.e. the "base value") from the TIF district's increased value as a result of new development. Appreciation of the base value and the new development over the full 20-year life of the TIF district is also included in this estimate.

**Timeframe for Development:** For the purposes of this project plan's economic expectations, the TIF generator projects indicated herein are expected to occur within the first 10 years of the district's life. Per City TIF Policy, if there is no value growth as a result of new development activity within 10 years after the creation of the TID, the TID shall be dissolved upon receipt of sufficient increment to recover project costs. It is the City's practice to anticipate development, repayment of costs and closure of the district within a shorter timeframe than the full 20-year period allowed by TIF Law. TID expenditures may be made for a period of 15 years from the date of TID creation. On average, a City TIF district is closed within about 12 years. To the extent that the District meets or exceeds economic expectations, it is then able to repay its project costs and

return the value increment to the overlying taxing jurisdictions in a shorter period of time. Based upon conservative estimates, the City believes that TID 55 will close in approximately ten (10) years, in 2035.

**Anticipated Development:** The actual timing and value of new growth within the TID depends upon variables that are unpredictable at this time. However, based upon projects that have already been proposed or are underway (shown in the "Estimate of Economic Feasibility, TIF Generators" section of this project plan), the City estimates that these TIF Generators will create \$90,800,000 of incremental value. The total incremental value (including estimated TIF Generators and appreciation of property value within the TID) generated over the 20-year life of the district is estimated at approximately \$90,800,000. This growth is estimated to generate approximately \$26,028,000 of tax increments over the life of the TID. The estimated present value of these tax increments is \$11,365,000.

## METHODS FOR THE RELOCATION OF DISPLACED PERSONS AND BUSINESSES

Where the relocation of individuals and business operations would take place as a result of the City's acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L. 91-646) as applicable.

## LEGAL DESCRIPTION

### Madison TID #55 Boundary Description

A parcel of land located in the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 7 North, Range 10 East and the Southwest 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 7 North, Range 10 East all in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

**Commencing** at the Northeast Corner of said Section 5; thence southerly along the east line of the Northeast Quarter of said Section 5 148 feet more or less to the southerly right-of-way of USH 30 and Commercial Avenue and the **Point of Beginning**;

Thence westerly 435 feet more or less along the southerly right-of-way of USH 30 and Commercial Avenue to the northeast corner of the west half of Lot 527 of First Addition to Clyde A. Gallagher Park Subdivision;

Thence southerly 120 feet more or less along the east line of the west half of Lots 527, 526, and 525 of First Addition to Clyde A. Gallagher Park Subdivision to the southeast corner of the west half of said Lot 525;

Thence westerly 67.5 feet along the south line of said Lot 525 to the southwest corner of said Lot 525, also being the northeast corner of Lot 431 of Clyde A Gallagher Park Subdivision Lots 383-481 Inclusive and Outlots A and B;

Thence southerly 140 feet more or less along the east line of Lot 431 and 430 of Clyde A Gallagher Park Subdivision Lots 383-481 Inclusive and Outlots A and B and the southerly extension thereof to a northwesterly corner of Lot 4 of CSM 9494, recorded in Volume 54 of Certified Surveys, Pages 124-126 as Document #3167139;

Thence westerly 40 feet along the north line of said Lot 4, being the southerly right-of-way of Furey Avenue, to a northwesterly corner of said Lot 4;

Thence southerly 142 feet more or less along the west line of said Lot 4 to the southwest corner of said Lot 4;

Thence southwesterly 126 feet more or less along the south line of Lot 3 of said CSM 9494, to the southwest corner of said Lot 3;

Thence southerly 32 feet more or less along the southerly extension of the west line of said Lot 3, being the easterly right-of-way of Jacobson Avenue, to the intersection of the easterly right-of-way of Jacobson Avenue and the northwesterly right-of-way of the Wisconsin and Southern Railroad;

Thence southwesterly 40 feet more or less along the northwesterly right-of-way of the Wisconsin and Southern Railroad and the southeasterly right-of-way of Jacobson Avenue to a point on the centerline of Jacobson Avenue;

Thence southerly 119 feet more or less along the extension of the centerline of Jacobson Avenue to a point on the southeasterly right-of-way of the Wisconsin and Southern Railroad;

Thence southwesterly 195 feet more or less along the southeasterly right-of-way of the Wisconsin and Southern Railroad a northwest corner of the lands described in Warranty Deed No. 5984804;

Thence southerly 300 feet more or less along the lands described in Warranty Deed No. 5984804 to the northeast corner of Lot 1 of CSM 13140, recorded in Volume 84, Pages 186-190 as Document #4778575;

Thence southwesterly 600 feet more or less along the north line of said Lot 1 to the northwest corner of said Lot 1, being a point on the easterly right-of-way of Fair Oaks Avenue;

Thence southerly and southwesterly 133 feet more or less along the southeasterly right-of-way of Fair Oaks Avenue, being the westerly line of said Lot 1, to a westerly corner of said Lot 1;

Thence southerly 530 feet more or less along the west line of the said Lot 1 and the southerly extension thereof to the north corner of Lot 23 of Sauthoff Plat;

Thence southwesterly 304 feet more or less along the northwesterly line of Lot 23 and Lot 19 of Sauthoff Plat to the southwest corner of said Lot 19, being a point on the northeasterly right-of-way of Milwaukee Street;

Thence northwesterly 112 feet more or less along the southwesterly line of Lot 18 of Sauthoff Plat and the southeasterly extension thereof, also being the northeasterly right-of-way of Milwaukee Street;

Thence northwesterly 135 feet more or less across Fair Oaks Avenue to the intersection of the northwesterly right-of-way of Fair Oaks Avenue and the northerly right-of-way of Milwaukee Street;

Thence southwesterly 133 feet more or less across Milwaukee Street to the intersection of the northwesterly right-of-way of Fair Oaks Avenue and the southerly right-of-way of Milwaukee Street, being a point on the southeast line of Lot 20, Block 2 of Thorp's Addition to Fair Oaks;

Thence southwesterly 298.9 feet more or less along the southeasterly line of said Block 2, being the northwesterly line of Fair Oaks Avenue, to the southeast corner of Lot 23, Block 2 of Thorp's Addition to Fair Oaks, being the intersection of the northerly right-of-way of Thorp Street and the northwesterly right-of-way of Fair Oaks Avenue;

Thence continuing southwesterly 86.9 feet more or less across Thorp Street to the northeast corner of Lot 12, Block 3 of Thorp's Addition to Fair Oaks, being the intersection of the southerly right-of-way of Thorp Street and the northwesterly right-of-way of Fair Oaks Avenue;

Thence southeasterly 74 feet more or less across Fair Oaks Avenue to the northernmost corner of Lot 1, Block 1 of Brookside, being the intersection of the southeasterly right-of-way of Fair Oaks Avenue and the southwesterly right-of-way of Thorp Street;

Thence southeasterly 285 feet more or less along the northeasterly line of Lots 1 through 7, Block 1 of Brookside to the northeasterly corner of Lot 7, Block 1 of Brookside;

Thence southeasterly 157 feet more or less to the northwest corner of Outlot "A" of Lansing Place;

Thence easterly 590.8 feet more or less along the north line of said Outlot "A", the easterly continuation thereof, and the north line of Block 10 of Lansing Place to a northeast corner of Lot 8, Block 10 of Lansing Place, being a point of curvature;

Thence easterly 91 feet more or less across Leon Street to the northwest corner Lot 15, Block 11 of Lansing Place, being the intersection of the southerly right-of-way of Milwaukee Street and the easterly right-of-way of Leon Street;

Thence northeasterly 113.8 feet more or less along the north line of Lot 15, Block 11 of Lansing Place, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 15;

Thence easterly 81.8 feet more or less along the north line of Lot 16, Block 11 of Lansing Place, being the southerly right-of-way of Milwaukee Street, to a northeasterly corner of said Lot 16;

Thence easterly 106 feet more or less along the southerly right-of-way of Milwaukee Street, across Lansing Street to a northwesterly corner of Lot 16, Block 12 of Lansing Place, being a point of curvature on the southerly right-of-way of Milwaukee Street;

Thence easterly 123.4 feet more or less along the north line of said Block 12, being the southerly right-of-way of Milwaukee Street, to a northeast corner of Lot 18, Block 12 of Lansing Place;

Thence easterly 83 feet more or less across Harding Street to the intersection of the easterly right-of-way of Harding Street and the southerly right-of-way of Milwaukee Street;

Thence easterly 225 feet more or less along the southerly right-of-way of Milwaukee Street, being the north line of Lot 62 of Tilton Midlands and the westerly extension thereof, to a northeast corner of said Lot 62;

Thence easterly 96 feet more or less across Walter Street to a northwest corner of Lot 63 of Tilton Midlands, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 107.6 feet more or less along the north line of said Lot 63, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 63, being a point on the west line of the Northwest 1/4 of the Southwest 1/4 of said Section 4;

Thence southerly 157.5 feet more or less along the west line of the Northwest 1/4 of the Southwest 1/4 to the northwest corner of Lot 158 of the First Addition to Eastmorland;

Thence easterly 226.6 feet along the north line of Lots 158 and 157 of the First Addition to Eastmorland to the northeast corner of said Lot 157;

Thence northerly 163.6 feet more or less along the west line of Lots 136 and 134 of the First Addition to Eastmorland to the northwest corner of said Lot 134, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 484.2 feet along the north line of Lots 134, 133, 132, 131, 130, 129, and 102, being the southerly right-of-way of Milwaukee Street, to a northeast corner of said Lot 102;

Thence easterly 96 feet more or less across Schenk Street to a northwest corner of Lot 101 of the First Addition to Eastmorland, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 170.8 feet along the north line of said Lot 101, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 101;

Thence easterly 200 feet more or less along the southerly right-of-way of Milwaukee Street to the northwest corner of Lot 1 of CSM 15449, recorded in Volume 111 of CSMs on pages 86-98 as Document #5614135;

Thence S 01°47'04" W along the westerly line of said CSM 15449, 177.00 feet;

Thence S 41°09'07" E along the westerly line of said CSM 15449, 96.89 feet;

Thence S 88°12'56" E along the westerly line of said CSM 15449, 99.99 feet;

Thence S 01°47'04" W along the westerly line of said CSM 15449, 354.50 feet;

Thence S 88°26'43" E along the southerly line of said CSM 15449, 651.04 feet;

Thence S 01°22'37" W along the southerly line of said CSM 15449, 13.26 feet;

Thence N 88°12'45" E along the southerly line of said CSM 15449, 295.88 feet to the northwest corner of Lot 2 of CSM 4592, recorded as Document No. 1868394;

Thence S 00°38'00" W along the westerly line of said CSM 4592, 279.49 feet;

Thence N 88°55'29" E along the southerly line of said CSM 4592, 202.01 feet;

Thence S 00°38'00" W along the southerly extension of an easterly line of CSM 4592, 50 feet more or less to the north line of CSM 3352, recorded as Document No. 1647313;

Thence N 89°35'21" E along the north line of CSM 3352, 115 feet more or less to the westerly right-of-way of Dempsey Road;

Thence N 00°38'00" E along the westerly right-of-way of Dempsey Road and the northerly extension thereof, 578 feet more or less to the intersection of the easterly right-of-way of Dempsey Road and the westerly right-of-way of USH 51 (Stoughton Road);

Thence N 14°39'23" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 195 feet more or less;

Thence N 18°48'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 182.78 feet;

Thence northwesterly 200 feet more or less to the intersection of Milwaukee Street and the westerly right-of-way of USH 51 (Stoughton Road);

Thence N 02°10'51" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 16.65 feet;

Thence N 41°09'34" E along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 80.18 feet;

Thence N 02°58'31" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 166.57 feet;

Thence N 15°54'15" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 71.76 feet;

Thence N 02°50'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 366.37 feet;

Thence N 02°47'47" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 285.51 feet;

Thence N 02°50'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 366.37 feet;

Thence N 00°01'22" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 315.56 feet;

Thence N 25°11'20" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 108.91 feet to the south line of Madison Corporate Center, recorded as Document No. 2426494;

Thence S 87°48'39" W along the south line of Madison Corporate Center, 693.47 feet to the center of Regas Road;

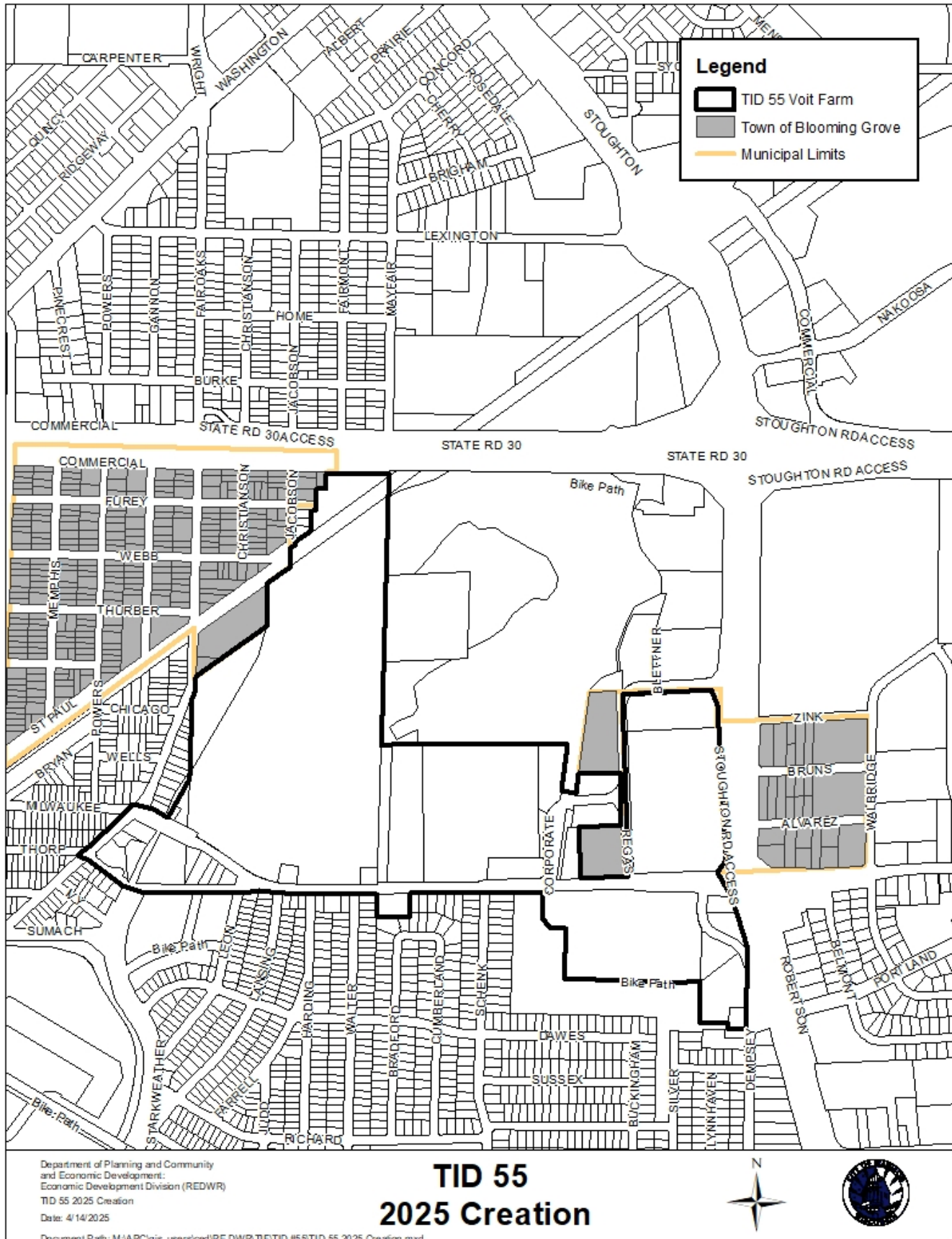
... (end BLT section)

Thence southerly 1303 feet more or less along the centerline of Regas Road to the intersection of said centerline and the northerly right-of-way of Milwaukee Street;

Thence westerly 333 feet more or less along the northerly right-of-way of Milwaukee Street to the annexed lands described in Document No. 2373553;  
Thence northerly 354 feet more or less along the annexed lands described in Document No. 2373553 to the south line of the lands described in Warranty Deed No. 2688240.  
Thence easterly 300.00 feet along the south line of the lands described in Warranty Deed No. 2688240 to the westerly right-of-way of Regas Road;  
Thence northerly 369.58 feet more or less along annexed lands described in Document No. 2373553;  
Thence westerly 284.38 feet more or less along the annexed lands described in Document No. 2373553 an the north line of the lands described in Warranty Deed No. 1089292 to the lands described in Warranty Deed No. 2522536;  
Thence S 07°25'45" W, 132.39 feet more or less along the lands described in Warranty Deed No. 2522536;  
Thence N 82°34'15" W 100.00 feet along the lands described in Warranty Deed No. 2522536 and Quit Claim deed No. 2650239 to the lands described in Warranty Deed No. 6019166;  
Thence N 07°25'45" E, 328.98 feet more or less along the lands described on Warranty Deed No. 6019166 and Warranty Deed No. 2661206 to the north line of the lands described in Warranty Deed No. 6019166;  
Thence S 89°15'10" W, 1222.09 feet more or less along the south line of the lands described in Warranty Deed No. 4382496 to the east line of the Northeast Quarter of said Section 5;  
Thence northerly 1887 feet more or less along the east line of the Northeast Quarter of said Section 5 to the Point of Beginning.

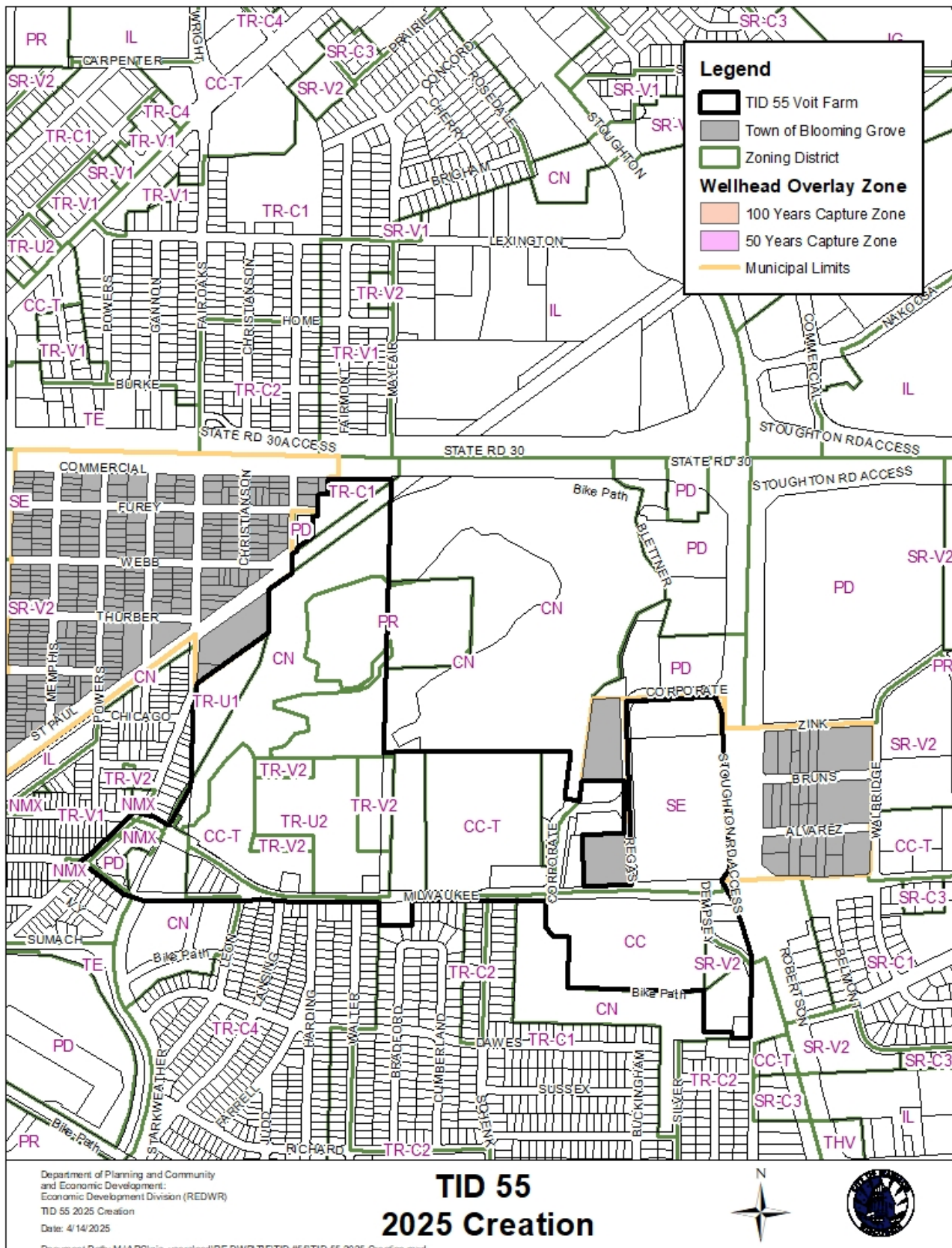
*NOTE: Wetlands are specifically and categorically excluded from inclusion in the TID 55 boundary.*

## District Boundary – 2025





## Existing Zoning – 2025

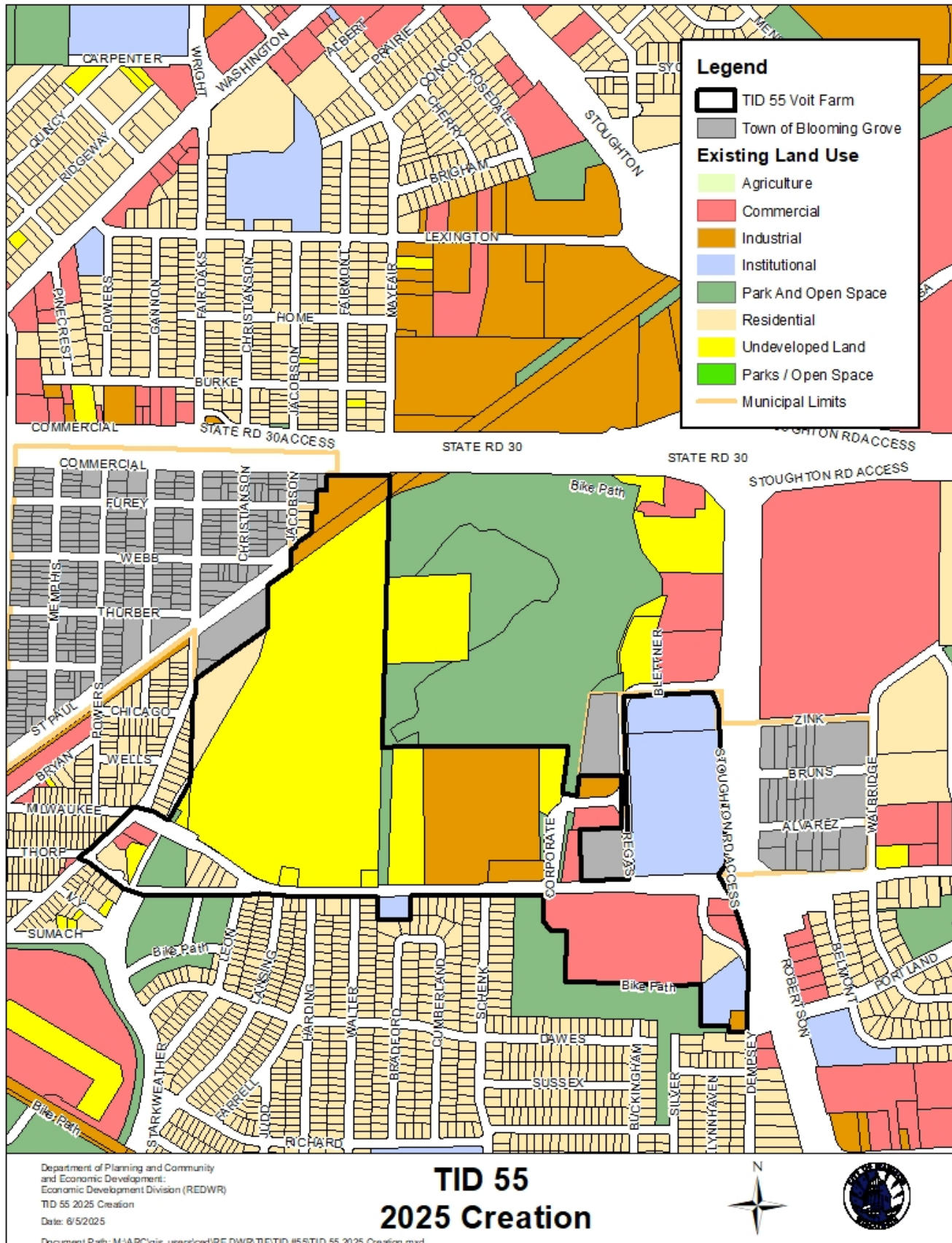


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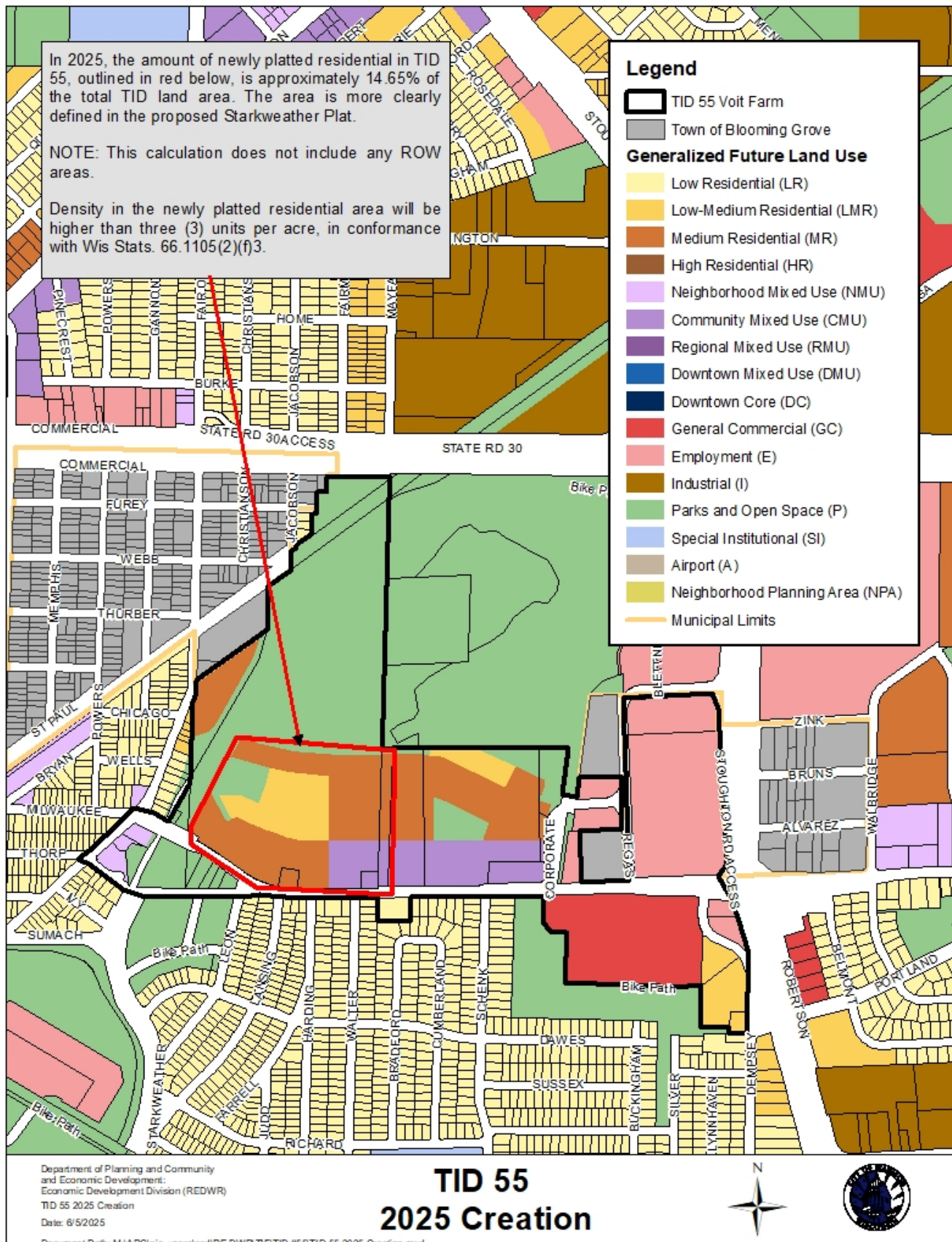




## Existing Land Use – 2025



## Proposed Land Use – 2025



# City Attorney Opinion Letter



## Office of the City Attorney

Michael R. Haas, City Attorney

Patricia A. Lauten, Deputy City Attorney

### ASSISTANT CITY ATTORNEYS

Benjamin C. Becker  
Jason P. Donker  
Eric A. Finch  
Marcia A. Kurtz  
Lara M. Mainella  
Amber R. McReynolds  
Adriana M. Peguero

Ryan M. Riley  
Matthew D. Robles  
Andrew D. Schauer  
Avery J. Schulman  
Kate M. Smith  
Doran E. Viste  
Brittany A. Wilson  
Jennifer Zilavy

City-County Building, Room 401  
210 Martin Luther King Jr. Boulevard  
Madison, Wisconsin 53703-3345

(Telephone) 608-266-4511  
(Facsimile) 608-267-8715  
attorney@cityofmadison.com

June 5, 2025

**TO:** Joseph E. Gromacki, TIF Coordinator  
**FROM:** Matthew Robles, Assistant City Attorney  
**SUBJECT:** Project Plan for TIF District No. 55 - City of Madison (Voit)

Dear Mr. Gromacki:

In my capacity as Assistant City Attorney for the City of Madison, Wisconsin, I have examined the Project Plan for Tax Incremental Finance District No. 55, City of Madison, Wisconsin to be created in 2025. Based on this examination, I am of the opinion that the Project Plan is complete and complies with the provisions of Wis. Stat. § 66.1105(4)(f).

I render no opinion with respect to the accuracy or validity of any statement and/or finding contained in the Project Plan, but direct City officials to review the reports of City staff as regards to the Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew D. Robles".

Matthew D. Robles  
Assistant City Attorney



## LEGAL DESCRIPTION

A parcel of land located in the Northeast 1/4 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4, the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 7 North, Range 10 East and the Southwest 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 4, Township 7 North, Range 10 East all in the City of Madison, Dane County, Wisconsin, more particularly described as follows:

**Commencing** at the Northeast Corner of said Section 5; thence southerly along the east line of the Northeast Quarter of said Section 5 148 feet more or less to the southerly right-of-way of USH 30 and Commercial Avenue and the **Point of Beginning**;

Thence westerly 435 feet more or less along the southerly right-of-way of USH 30 and Commercial Avenue to the northeast corner of the west half of Lot 527 of First Addition to Clyde A. Gallagher Park Subdivision;

Thence southerly 120 feet more or less along the east line of the west half of Lots 527, 526, and 525 of First Addition to Clyde A. Gallagher Park Subdivision to the southeast corner of the west half of said Lot 525;

Thence westerly 67.5 feet along the south line of said Lot 525 to the southwest corner of said Lot 525, also being the northeast corner of Lot 431 of Clyde A Gallagher Park Subdivision Lots 383-481 Inclusive and Outlots A and B;

Thence southerly 140 feet more or less along the east line of Lot 431 and 430 of Clyde A Gallagher Park Subdivision Lots 383-481 Inclusive and Outlots A and B and the southerly extension thereof to a northwesterly corner of Lot 4 of CSM 9494, recorded in Volume 54 of Certified Surveys, Pages 124-126 as Document #3167139;

Thence westerly 40 feet along the north line of said Lot 4, being the southerly right-of-way of Furey Avenue, to a northwesterly corner of said Lot 4;

Thence southerly 142 feet more or less along the west line of said Lot 4 to the southwest corner of said Lot 4;

Thence southwesterly 126 feet more or less along the south line of Lot 3 of said CSM 9494, to the southwest corner of said Lot 3;

Thence southerly 32 feet more or less along the southerly extension of the west line of said Lot 3, being the easterly right-of-way of Jacobson Avenue, to the intersection of the easterly right-of-way of Jacobson Avenue and the northwesterly right-of-way of the Wisconsin and Southern Railroad;

Thence southwesterly 40 feet more or less along the northwesterly right-of-way of the Wisconsin and Southern Railroad and the southeasterly right-of-way of Jacobson Avenue to a point on the centerline of Jacobson Avenue;

Thence southerly 119 feet more or less along the extension of the centerline of Jacobson Avenue to a point on the southeasterly right-of-way of the Wisconsin and Southern Railroad;

Thence southwesterly 195 feet more or less along the southeasterly right-of-way of the Wisconsin and Southern Railroad a northwest corner of the lands described in Warranty Deed No. 5984804;

Thence southerly 300 feet more or less along the lands described in Warranty Deed No. 5984804 to the northeast corner of Lot 1 of CSM 13140, recorded in Volume 84, Pages 186-190 as Document #4778575;

Thence southwesterly 600 feet more or less along the north line of said Lot 1 to the northwest corner of said Lot 1, being a point on the easterly right-of-way of Fair Oaks Avenue;

Thence southerly and southwesterly 133 feet more or less along the southeasterly right-of-way of Fair Oaks Avenue, being the westerly line of said Lot 1, to a westerly corner of said Lot 1;

Thence southerly 530 feet more or less along the west line of the said Lot 1 and the southerly extension thereof to the north corner of Lot 23 of Sauthoff Plat;

Thence southwesterly 304 feet more or less along the northwesterly line of Lot 23 and Lot 19 of Sauthoff Plat to the southwest corner of said Lot 19, being a point on the northeasterly right-of-way of Milwaukee Street;

Thence northwesterly 112 feet more or less along the southwesterly line of Lot 18 of Sauthoff Plat and the southeasterly extension thereof, also being the northeasterly right-of-way of Milwaukee Street;

Thence northwesterly 135 feet more or less across Fair Oaks Avenue to the intersection of the northwesterly right-of-way of Fair Oaks Avenue and the northerly right-of-way of Milwaukee Street;

Thence southwesterly 133 feet more or less across Milwaukee Street to the intersection of the northwesterly right-of-way of Fair Oaks Avenue and the southerly right-of-way of Milwaukee Street, being a point on the southeast line of Lot 20, Block 2 of Thorp's Addition to Fair Oaks;

Thence southwesterly 298.9 feet more or less along the southeasterly line of said Block 2, being the northwesterly line of Fair Oaks Avenue, to the southeast corner of Lot 23, Block 2 of Thorp's Addition to Fair Oaks, being the intersection of the northerly right-of-way of Thorp Street and the northwesterly right-of-way of Fair Oaks Avenue;

Thence continuing southwesterly 86.9 feet more or less across Thorp Street to the northeast corner of Lot 12, Block 3 of Thorp's Addition to Fair Oaks, being the intersection of the southerly right-of-way of Thorp Street and the northwesterly right-of-way of Fair Oaks Avenue;

Thence southeasterly 74 feet more or less across Fair Oaks Avenue to the northernmost corner of Lot 1, Block 1 of Brookside, being the intersection of the southeasterly right-of-way of Fair Oaks Avenue and the southwesterly right-of-way of Thorp Street;

Thence southeasterly 285 feet more or less along the northeasterly line of Lots 1 through 7, Block 1 of Brookside to the northeasterly corner of Lot 7, Block 1 of Brookside;

Thence southeasterly 157 feet more or less to the northwest corner of Outlot "A" of Lansing Place;

Thence easterly 590.8 feet more or less along the north line of said Outlot "A", the easterly continuation thereof, and the north line of Block 10 of Lansing Place to a northeast corner of Lot 8, Block 10 of Lansing Place, being a point of curvature;

Thence easterly 91 feet more or less across Leon Street to the northwest corner Lot 15, Block 11 of Lansing Place, being the intersection of the southerly right-of-way of Milwaukee Street and the easterly right-of-way of Leon Street;

Thence northeasterly 113.8 feet more or less along the north line of Lot 15, Block 11 of Lansing Place, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 15;

Thence easterly 81.8 feet more or less along the north line of Lot 16, Block 11 of Lansing Place, being the southerly right-of-way of Milwaukee Street, to a northeasterly corner of said Lot 16;

Thence easterly 106 feet more or less along the southerly right-of-way of Milwaukee Street, across Lansing Street to a northwesterly corner of Lot 16, Block 12 of Lansing Place, being a point of curvature on the southerly right-of-way of Milwaukee Street;

Thence easterly 123.4 feet more or less along the north line of said Block 12, being the southerly right-of-way of Milwaukee Street, to a northeast corner of Lot 18, Block 12 of Lansing Place;

Thence easterly 83 feet more or less across Harding Street to the intersection of the easterly right-of-way of Harding Street and the southerly right-of-way of Milwaukee Street;

Thence easterly 225 feet more or less along the southerly right-of-way of Milwaukee Street, being the north line of Lot 62 of Tilton Midlands and the westerly extension thereof, to a northeast corner of said Lot 62;

Thence easterly 96 feet more or less across Walter Street to a northwest corner of Lot 63 of Tilton Midlands, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 107.6 feet more or less along the north line of said Lot 63, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 63, being a point on the west line of the Northwest 1/4 of the Southwest 1/4 of said Section 4;

Thence southerly 157.5 feet more or less along the west line of the Northwest 1/4 of the Southwest 1/4 to the northwest corner of Lot 158 of the First Addition to Eastmorland;

Thence easterly 226.6 feet along the north line of Lots 158 and 157 of the First Addition to Eastmorland to the northeast corner of said Lot 157;

Thence northerly 163.6 feet more or less along the west line of Lots 136 and 134 of the First Addition to Eastmorland to the northwest corner of said Lot 134, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 484.2 feet along the north line of Lots 134, 133, 132, 131, 130, 129, and 102, being the southerly right-of-way of Milwaukee Street, to a northeast corner of said Lot 102;

Thence easterly 96 feet more or less across Schenk Street to a northwest corner of Lot 101 of the First Addition to Eastmorland, being a point on the southerly right-of-way of Milwaukee Street;

Thence easterly 170.8 feet along the north line of said Lot 101, being the southerly right-of-way of Milwaukee Street, to the northeast corner of said Lot 101;

Thence easterly 200 feet more or less along the southerly right-of-way of Milwaukee Street to the northwest corner of Lot 1 of CSM 15449, recorded in Volume 111 of CSMs on pages 86-98 as Document #5614135;

Thence S 01°47'04" W along the westerly line of said CSM 15449, 177.00 feet;

Thence S 41°09'07" E along the westerly line of said CSM 15449, 96.89 feet;

Thence S 88°12'56" E along the westerly line of said CSM 15449, 99.99 feet;

Thence S 01°47'04" W along the westerly line of said CSM 15449, 354.50 feet;

Thence S 88°26'43" E along the southerly line of said CSM 15449, 651.04 feet;

Thence S 01°22'37" W along the southerly line of said CSM 15449, 13.26 feet;

Thence N 88°12'45" E along the southerly line of said CSM 15449, 295.88 feet to the northwest corner of Lot 2 of CSM 4592, recorded as Document No. 1868394;

Thence S 00°38'00" W along the westerly line of said CSM 4592, 279.49 feet;

Thence N 88°55'29" E along the southerly line of said CSM 4592, 202.01 feet;

Thence S 00°38'00" W along the southerly extension of an easterly line of CSM 4592, 50 feet more or less to the north line of CSM 3352, recorded as Document No. 1647313;

Thence N 89°35'21" E along the north line of CSM 3352, 115 feet more or less to the westerly right-of-way of Dempsey Road;

Thence N 00°38'00" E along the westerly right-of-way of Dempsey Road and the northerly extension thereof, 578 feet more or less to the intersection of the easterly right-of-way of Dempsey Road and the westerly right-of-way of USH 51 (Stoughton Road);

Thence N 14°39'23" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 195 feet more or less;

Thence N 18°48'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 182.78 feet;

Thence northwesterly 200 feet more or less to the intersection of Milwaukee Street and the westerly right-of-way of USH 51 (Stoughton Road);

Thence N 02°10'51" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 16.65 feet;

Thence N 41°09'34" E along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 80.18 feet;

Thence N 02°58'31" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 166.57 feet;

Thence N 15°54'15" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 71.76 feet;

Thence N 02°50'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 366.37 feet;

Thence N 02°47'47" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 285.51 feet;

Thence N 02°50'41" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 366.37 feet;

Thence N 00°01'22" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 315.56 feet;

Thence N 25°11'20" W along the westerly right-of-way of USH 51 (Stoughton Road as shown on R/W Project 5411-01-23), 108.91 feet to the south line of Madison Corporate Center, recorded as Document No. 2426494;

Thence S 87°48'39" W along the south line of Madison Corporate Center, 693.47 feet to the center of Regas Road;

... (end BLT section)

Thence southerly 1303 feet more or less along the centerline of Regas Road to the intersection of said centerline and the northerly right-of-way of Milwaukee Street;

Thence westerly 333 feet more or less along the northerly right-of-way of Milwaukee Street to the annexed lands described in Document No. 2373553;

Thence northerly 354 feet more or less along the annexed lands described in Document No. 2373553 to the south line of the lands described in Warranty Deed No. 2688240.

Thence easterly 300.00 feet along the south line of the lands described in Warranty Deed No. 2688240 to the westerly right-of-way of Regas Road;

Thence northerly 369.58 feet more or less along annexed lands described in Document No. 2373553;

Thence westerly 284.38 feet more or less along the annexed lands described in Document No. 2373553 an the north line of the lands described in Warranty Deed No. 1089292 to the lands described in Warranty Deed No. 2522536;

Thence S 07°25'45" W, 132.39 feet more or less along the lands described in Warranty Deed No. 2522536;

Thence N 82°34'15" W 100.00 feet along the lands described in Warranty Deed No. 2522536 and Quit Claim deed No. 2650239 to the lands described in Warranty Deed No. 6019166;

Thence N 07°25'45" E, 328.98 feet more or less along the lands described on Warranty Deed No. 6019166 and Warranty Deed No. 2661206 to the north line of the lands described in Warranty Deed No. 6019166;

Thence S 89°15'10" W, 1222.09 feet more or less along the south line of the lands described in Warranty Deed No. 4382496 to the east line of the Northeast Quarter of said Section 5;

Thence northerly 1887 feet more or less along the east line of the Northeast Quarter of said Section 5 to the Point of Beginning.



**From:** [Nicholas Davies](#)  
**To:** [mbrink@veridianhomes.com](mailto:mbrink@veridianhomes.com); [bstoffregan@donofrio.cc](mailto:bstoffregan@donofrio.cc); [Plan Commission Comments](#)  
**Subject:** Reiland Grove plat feedback (88206)  
**Date:** Sunday, June 22, 2025 1:54:45 PM

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Caution: This email was sent from an external source. Avoid unknown links and attachments.

Dear Plan Commission and Reiland Grove team,

We are seeing the area just beyond I90 filling in already, out Milwaukee St, Cottage Grove Rd, Buckeye Rd, Lien Rd, High Crossing, etc. To start infill out along Commercial is the logical next step, and we should allow further infill and tax base creation within Madison city limits, rather than expecting people to take their wages home to the ever-receding horizon. Today it might be Deforest, tomorrow it might be Columbus.

That said, I have a couple particular points of feedback on the proposed plat:

### **1. The residential monoculture**

While the creation of housing and diverse housing types is valuable, this is simply too broad of an area to cover with housing without including any walkable amenities. Much of Madison's west side for example was developed as almost exclusively residential, and it has created long-standing challenges for planning, transportation, transit, and more.

There needs to be some heterogeneity or flexibility in our zoning, to allow small businesses to spring up to serve residents once they arrive. This would greatly increase the value of homes within the plat, and be of value to the city, in terms of delivering services to the residents of this plat

Even if commercial amenities are (eventually) added at Reiner & Commercial (as shown in the Comp Plan), that will be a very long walk away from a lot of the housing shown in this plat.

At the very least, properties along the wide boulevard in the center of the plat would make a logical "mini downtown" for this somewhat standalone community. Particularly as it approaches the traffic circle at the end, and the large park beyond. That would also make for a prime location for a civic resource. A community center, or library for example.

Another strategy could be to designate certain corner lots as mixed-use from a zoning perspective. That way, even if they're used for residential initially, they could later be converted to commercial spaces, in places where there's sufficient demand.

The underlying land use plan does not take these things into account, but that underlying land use plan is from 2009, and I believe Plan Commission could find the plat consistent with Madison's overall land use plans if some commercial and/or multi-use parcels were included.

### **2. Enormous right-of-ways**

ROW within Madison is most often in the 60-66 ft range, and for >90% of streets, this is more than enough. This plat includes a number of streets with larger street widths, and I think as the applicant team starts to apply Madison's Complete Green Streets guidelines (if they've somehow never seen it before), they'll soon come to realise that the planned street widths are

overkill for the planned vehicle volumes, and for maintaining speeds appropriate to the interior of a neighborhood.

This is especially true because it doesn't look like the plat includes any high-density residential that would require different apparatus types from the Fire Department.

For example, the street layouts shown include a 26 foot wide alleyway. According to NACTO, lane widths >11 ft are conducive to high speeds. So unless these alleys are intended for high-speed traffic in both directions at once, building them 26 ft wide would be a mistake. Alleys don't need to be bidirectional at all, but in cases where they are, it should be a width where one vehicle has to pull over to let another pass. Typically this would be more like 15 ft. There are great examples in Madison (like Monona Ct) that are narrower still. Keeping these alleys narrow would also free up additional acreage to sell.

Regarding the 100 ft wide central boulevard, that's wide enough that you could close off half the ROW and turn it into another row of shops, and still have plenty of room for a travel lane in each direction, a multi-use path, and a sidewalk. That would make the area that much more activated, vibrant, and self-sustaining, and maybe that is indeed what will eventually occur here. But of course, there's no need to do all that "after-market" when these are all just lines on a page today.

As I understand it, this preliminary plat is our main chance to get this right; a final plat is reviewed for consistency with the preliminary plat, and any changes thereafter will have to go through a very long process. So I encourage you to take this round of review seriously.

Thank you,

Nick Davies  
3717 Richard St



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88743**

**File ID:** 88743

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/11/2025

**File Name:** Authorizing a contract between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the City of Madison Fire Department to provide regional hazardous materials response system services.

**Final Action:**

**Title:** Authorizing a contract between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the City of Madison Fire Department to provide regional hazardous materials response system services.

**Notes:**

**Sponsors:** Satya V. Rhodes-Conway

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

**Entered by:** bsloat@cityofmadison.com

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	06/11/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

## Text of Legislative File 88743

### Fiscal Note

The proposed resolution authorizes a contract with the State of Wisconsin, Department of Military Affairs for the Madison Fire Department to provide regional hazardous materials response system services for the period of July 2025 through June 2027. The annual cost of providing the services is approximately \$160,085 and is reimbursed by the State of Wisconsin. Funding for the 2025 portion of the contract is included in the Fire Department's operating budget. Appropriations for 2026 and 2027 will be included in future Fire Department operating

budget requests. No additional appropriation is required.

**Title**

Authorizing a contract between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the City of Madison Fire Department to provide regional hazardous materials response system services.

**Body**

WHEREAS, the contract between Wisconsin Department of Military Affairs, Division of Emergency Management and the City of Madison Fire Department (MFD) for participation in the Southwest Wisconsin Hazardous Materials Taskforce expires on June 30, 2025;

WHEREAS, a new contract period starts on July 1, 2025 and will run through June 30, 2027;

WHEREAS, State of Wisconsin payment to MFD will remain the same at \$160,085.71, annually;

WHEREAS, the contract reimburses MFD for costs associated with team training, employee stipend as a certified hazardous material responder, medical examinations as required for team members, and equipment supplies used in hazardous materials responses;

WHEREAS, MFD is also permitted to claim reimbursement for response costs from the party responsible for the hazardous material incident;

WHEREAS, the City of Madison Fire Department wishes to continue participation in the Southwest Wisconsin Hazardous Materials Taskforce for the State of Wisconsin;

WHEREAS, contract language related to indemnification and insurance provisions does not comply with the City's standard policy for contracts but is the same as contained in the current contract agreement;

WHEREAS, contract language related to indemnification and insurance provisions has been reviewed and approved by City Risk Management and the City Attorney's Office;

NOW, THEREFORE, BE IT RESOLVED that the City of Madison approves the contract with the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the Madison Fire Department to provide regional hazardous materials response system services for the contract period of July 1, 2025 through June 30, 2027;

BE IT FURTHER RESOLVED that the City of Madison approves the following contract language from the State of Wisconsin on indemnification:

- 8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

BE IT FURTHER RESOLVED that the Madison Fire Department will include the annual program budget for participation in the Southwest Wisconsin Hazardous Materials Taskforce in the annual operating budget;

BE IT FINALLY RESOLVED that the Mayor and City Clerk are authorized to execute the necessary contract documents.



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88847**

**File ID:** 88847

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/24/2025

**File Name:** Authorizing the Mayor and City Clerk, on behalf of the Greater Madison MPO, to enter into a contract with Iteris, Inc.

**Final Action:**

**Title:** Authorizing the Mayor and City Clerk, on behalf of the Greater Madison MPO, to enter into a contract with Iteris, Inc. for consultant services to develop a Transportation Systems Management and Operations (TSMO) Plan.

### Notes:

**Sponsors:** Derek Field, John W. Duncan And MGR Govindarajan

**Effective Date:**

### Attachments:

**Author:** Alexandra Andros, AICP, MPO Director

**Enactment Number:**

**Entered by:** lheiser-ertel@cityofmadison.com

**Hearing Date:**

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Department of Planning and Community and Economic Development	06/24/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

## Text of Legislative File 88847

### Fiscal Note

The proposed resolution authorizes a contract with Iteris, Inc. for consulting services related to the development of a Transportation Systems Management and Operations (TSMO) plan. The contract expenses will not exceed \$180,000. Funding for the contract is included in the Planning Division's 2025 Adopted Operating Budget within the Metropolitan Planning Organization (MPO) service. The MPO's budget included \$183,078 for consulting services related to the development of the TSMO plan. Approximately 85% of this contract cost will be covered by federal and state funds (\$153,000); the remaining 15% will be covered by a local

match, the majority of which is covered by the City (\$27,000). No additional City appropriation is required.

**Title**

Authorizing the Mayor and City Clerk, on behalf of the Greater Madison MPO, to enter into a contract with Iteris, Inc. for consultant services to develop a Transportation Systems Management and Operations (TSMO) Plan.

**Body**

WHEREAS, the City of Madison is responsible for providing professional staff services to the Greater Madison MPO (Metropolitan Planning Organization), the designated metropolitan planning organization for the Madison area, as provided for in the 2007 MPO designation agreement; and

WHEREAS, the City of Madison is the administrative and fiscal agent for the MPO and is a legally constituted entity under the laws of the State of Wisconsin and able to receive the federal and state funding, which covers approximately 84% of the MPO's budget and is part of the Planning Division's budget; and

WHEREAS, as the designated MPO for the Madison area, the MPO has responsibilities to perform metropolitan transportation planning and programming activities, including development of a long-range multi-modal regional transportation plan and conducting or supporting special studies to assist in implementing the long-range plan; and

WHEREAS, developing a regional TSMO Plan was recommended in the 2050 Regional Transportation Plan *Connect Greater Madison 2050*; and

WHEREAS, TSMO includes strategies, such as improved signal operations, management of roadway modifications and Intelligent Transportation Systems (ITS), to actively manage the transportation system and improve traffic operations, increasing the capacity of a roadway without necessarily adding travel lanes; and

WHEREAS, the development of a TSMO Plan for the Madison Metropolitan Area will complement and support local and regional traffic capacity as well as traffic safety initiatives of local communities including Madison's Vision Zero Initiative; and

WHEREAS, consultant services are needed to prepare a plan that will include TSMO vision, goals, objectives and performance measures, and a TSMO/ITS inventory analysis, needs assessment, regional ITS architecture update, regional TSMO/ITS operational framework evaluation and update, and to develop a regional TSMO/ITS deployment plan; and

WHEREAS, at its November 6, 2024, meeting, the MPO Policy Board adopted the 2025 Unified Planning Work Program (UPWP) in which development of a TSMO Plan and the associated consulting services budget was included; and

WHEREAS, the City's RFP #14012-0-2025-BG advertised the contract as a 14-month contract with the option for the project to extend no later than December 4, 2026; and

WHEREAS, a team led by Iteris, Inc. has been selected for the project.

NOW, THEREFORE BE IT RESOLVED that the Common Council hereby authorizes the Mayor and City Clerk to enter into a contract with Iteris, Inc. for consultant services to the Greater Madison MPO to develop a Transportation Systems Management (TSMO) Plan for a cost not to exceed \$180,000.







# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88867**

**File ID:** 88867

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/24/2025

**File Name:** BIG Grants to Madison Public Market Merchants

**Final Action:**

**Title:** Authorizing the City of Madison's Economic Development Division to award up to \$500,000 of Building Improvement Grants to Madison Public Market merchants, using funding available within the existing Madison Public Market budget. (District 12)

### Notes:

**Sponsors:** Julia Matthews And Sabrina V. Madison

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** George Reistad, Business Development Specialist

**Hearing Date:**

**Entered by:** cklawiter@cityofmadison.com

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/24/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

## Text of Legislative File 88867

### Fiscal Note

The proposed resolution authorizes \$500,000 in Building Improvement Grants (BIG) to tenants of the Madison Public Market for improvements to their spaces. Funding is available from the Dane County contribution to the Madison Public Market (project #10069) due to construction costs coming in lower than estimated. Grants to individual tenants will be capped at \$50,000 to ensure that at least ten tenants will have access to the funds. No additional City appropriation is required.

### Title

Authorizing the City of Madison's Economic Development Division to award up to \$500,000 of Building Improvement Grants to Madison Public Market merchants, using funding available

within the existing Madison Public Market budget. (District 12)

**Body**

WHEREAS, the Madison Public Market, located at 202 N. First Street (53704), is nearing conclusion of the City portion of the construction project; and

WHEREAS, the City's portion of the construction project will generally leave merchant spaces as empty "white boxes" with unfinished walls and no fixtures or cabinetry, requiring the Madison Public Market Foundation and individual merchants to finish construction; and

WHEREAS, the original Madison Public Market budget established tenant improvement allowance funding of \$971,000 for the Madison Public Market Foundation to assist merchants with construction work necessary to convert "white box" spaces into completed merchant spaces, especially for merchants who were under-capitalized, in alignment with the goals of the Madison Public Market Foundation; and

WHEREAS, a \$971,000 tenant improvement allowance to complete this work is consistent with industry norms for a facility of this size; and

WHEREAS, the original tenant improvement allowance budget was reduced to \$500,000 to accommodate higher than expected construction estimates at the time the Common Council approved the City's portion of the construction project, reducing the capacity of the Madison Public Market Foundation to assist merchants with the build-out of their spaces; and

WHEREAS, the City of Madison created the Building Improvement Grant (BIG) Program via RES-22-00497 to assist small, independent businesses with the capital costs associated with renovating or building-out the interior and exterior of commercial spaces, by providing up to \$50,000 per business; and

WHEREAS, the City's portion of the Madison Public Market construction project is near conclusion with enough unneeded budget remaining to fund \$500,000 of Building Improvement Grants for merchants to compete tenant improvements to their spaces; and

WHEREAS, investing \$500,000 in Madison Public Market merchants through the Building Improvement Grant program will provide merchants with tenant improvement funding more consistent with industry norms, which will be especially beneficial to the emerging entrepreneurs that have a greater likelihood of being undercapitalized; and

WHEREAS, with a cap of \$50,000 per business, a City investment of \$500,000 in the Building Improvement Grant Program for the Madison Public Market will ensure that at least ten merchants have access to these resources to help transform their "white box" space into a new location for their business.

NOW, THEREFORE, BE IT RESOLVED that the City of Madison's Economic Development Division is authorized to award up to \$500,000 of Building Improvement Grants to Madison Public Market merchants, using funding available within the existing Madison Public Market budget; and

BE IT FURTHER RESOLVED that the existing Building Improvement Grant program guidelines and application process will be generally followed, except for the collaboration with the Madison Public Market Foundation noted below; and

BE IT FURTHER RESOLVED that the City of Madison Economic Development Division will closely collaborate with the Madison Public Market Foundation to direct Building Improvement Grants only to Madison Public Market merchants that can demonstrate a financial need that can't be filled by other means.

BE IT FINALLY RESOLVED that the Common Council authorizes the City's Economic Development Division staff, Mayor, and/or City Clerk to take any further action and execute any documents required to accomplish the intent of this resolution in a form approved by the City Attorney.



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88832**

**File ID:** 88832

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/20/2025

**File Name:** Authorizing the Mayor and the City Clerk to execute an agreement with the Madison LakeWay Partners, Inc. as the non-profit charitable partner to support the redevelopment of the Madison LakeWay and transfer \$25,000 from the Olin Trust Fund to the Parks Di

**Final Action:**

**Title:** Authorizing the Mayor and the City Clerk to execute an agreement with the Madison LakeWay Partners, Inc. as the non-profit charitable partner to support the redevelopment of the Madison LakeWay and transfer \$25,000 from the Olin Trust Fund to the Parks Division's operating budget in order to make payment to the Partners. (District 4, District 6, District 13, and District 14)

### Notes:

**Sponsors:** Tag Evers, Derek Field, Carmella Glenn, Davy Mayer  
And Michael E. Verveer

**Effective Date:**

**Attachments:** LakeWay Partners Cooperation Agreement  
(Final).pdf

**Enactment Number:**

**Author:** CJ Ryan

**Hearing Date:**

**Entered by:** nmiller@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	06/20/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Board of Park Commissioners (7/9/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Board of Park Commissioners.						
1	FINANCE COMMITTEE	07/01/2025	Refer	BOARD OF PARK COMMISSIONER S		07/09/2025	
	<b>Action Text:</b> This Resolution was Refer to the BOARD OF PARK COMMISSIONERS						

1	BOARD OF PARK COMMISSIONERS	07/09/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	Pass
<b>Action Text:</b> Jayme Powers of Madison LakeWay Partners was available to answer questions.					
Ryan provided an overview of the agreement.					
Motion made by Williams, seconded by McDonald, to RETURN TO LEAD WITH THE RECOMMENDATION FOR APPROVAL TO THE FINANCE COMMITTEE.					

## Text of Legislative File 88832

### Fiscal Note

The proposed resolution authorizes the City to enter into an agreement with the Madison Lakeway Partners, Inc. and amends the budget to transfer \$25,000 from the Olin Trust Fund to the Parks Division's Operating Budget in order to make payment to Madison LakeWay Partners, Inc. to support its fundraising efforts for the Madison LakeWay Project. No additional appropriation is required.

### Title

Authorizing the Mayor and the City Clerk to execute an agreement with the Madison LakeWay Partners, Inc. as the non-profit charitable partner to support the redevelopment of the Madison LakeWay and transfer \$25,000 from the Olin Trust Fund to the Parks Division's operating budget in order to make payment to the Partners. (District 4, District 6, District 13, and District 14)

### Body

WHEREAS, beginning in the 1890's and the establishment of the Madison Parks and Pleasure Drive Association ("MPPDA"), the City has been fortunate to enjoy widespread community support and funding from the community to acquire and develop the City's valuable park and open space system; and,

WHEREAS, the Madison Parks Division ("Madison Parks") took over authority of the City's parks from the MPPDA in 1938, and has grown and developed the City's current park system. However, a need still exists for private sector involvement in supporting parks and open space in Madison through planning, fundraising, community outreach, and public involvement in the continued development and maintenance of the City's park system; and,

WHEREAS, the City owns the area known as the Madison LakeWay, which includes 1.7 miles of Lake Monona shoreline and 17 acres of lakefront property, extending from S. Blair Street on the north, counterclockwise along the Lake Monona shoreline to E. Lakeside Street on the south, and consists of all or portions of Law Park, the John Nolen Drive Causeway, and Olin Park; and,

WHEREAS, in early 2022, Madison Parks launched the Lake Monona Waterfront Design Challenge-a competition to create a visionary, inclusive, and environmentally focused master plan for the Madison LakeWay, the City's foremost public lakefront; and,

WHEREAS, in April 2024, the City approved the Design Challenge winner's master plan for the Madison LakeWay (the Lake Monona Waterfront Master Plan) and directed Madison Parks to pursue outside funding resources to the extent possible to realize the vision set by the Plan; and,

WHEREAS, Madison LakeWay Partners, Inc., f/n/a the Friends of Nolen Waterfront, Inc., was formed in 2018 as a non-profit charitable corporation to advocate for, aid and support the redevelopment of the Madison LakeWay. Prior to and during the Design Challenge, the Partners and its members provided input and assistance to the City, and the Partners provided the City with half of the funding (\$112,500) for the final three design teams selected during the challenge; and,

WHEREAS, as the City begins looking to implement the Master Plan for the Madison LakeWay (the "Madison LakeWay Project" or "Project"), the City and the Partners desire to enter an agreement that will establish a strong cooperative foundation moving forward, recognizing that the relationship will change and grow over time as the community's vision for the Madison LakeWay begins to take shape. Under this agreement, the Partners will be the City's official non-profit collaborator as it relates to the Project, and an affiliated organization under MGO Sec. 4.29; and,

WHEREAS, to assist in the Partners' fundraising efforts for the Project, the City will contribute \$25,000 to the Partners following execution of the Agreement. This payment will be made from the Olin Trust Fund, the proceeds of which are required to be used for improving, beautifying, and adorning park spaces. This contribution to the Partners is consistent with this purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute an Agreement with Madison LakeWay Partners, Inc. to establish a cooperative foundation for fundraising and support of the implementation of the Madison LakeWay Project for up to 10 years through 2035 in a format that is approved by the City Attorney and that is consistent with the agreement attached hereto.

NOW ,THEREFORE, BE IT FURTHER RESOLVED this resolution amends the Parks Division adopted Operating Budget and Capital Budget to transfer \$25,000 from the Olin Trust Fund to the Parks Division Operating Budget, and authorizes the City to make a \$25,000 payment to Madison LakeWay Partners, Inc.

## COOPERATIVE AGREEMENT

Between Madison LakeWay Partners Inc. and the City of Madison

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THIS AGREEMENT, entered into by and between Madison LakeWay Partners Inc., a 501(c)3 non-stock corporation organized under the laws of the State of Wisconsin (the “Partners”), and the City of Madison, a Wisconsin municipal corporation (“City”), is effective as of the date by which all parties have signed hereunder.

### WITNESSETH:

WHEREAS, beginning in the 1890’s and the establishment of the Madison Parks and Pleasure Drive Association (“MPPDA”), the City has been fortunate to enjoy widespread community support and funding from the community to acquire and develop the City’s valuable park and open space system; and,

WHEREAS, the Madison Parks Division (“Madison Parks”) took over authority of the City’s parks from the MPPDA in 1938, and has grown and developed the City’s current park system. However, a need still exists for private sector involvement in supporting parks and open space in Madison through planning, fundraising, community outreach, and public involvement in the continued development and maintenance of the City’s park system; and,

WHEREAS, the City owns the area known as the Madison LakeWay, which includes 1.7 miles of Lake Monona shoreline and 17 acres of lakefront property, extending from S. Blair Street on the north, counterclockwise along the Lake Monona shoreline to E. Lakeside Street on the south, and consists of all or portions of Law Park, the John Nolen Drive Causeway, and Olin Park; and,

WHEREAS, in early 2022, Madison Parks launched the Lake Monona Waterfront Design Challenge—a competition to create a visionary, inclusive, and environmentally focused master plan for the Madison LakeWay, the City’s foremost public lakefront; and,

WHEREAS, in April 2024, the City approved the Design Challenge winner’s master plan for the Madison LakeWay (the Lake Monona Waterfront Master Plan) and directed Madison Parks to pursue outside funding resources to the extent possible to realize the vision set by the Plan; and,

WHEREAS, Madison LakeWay Partners, Inc., f/n/a the Friends of Nolen Waterfront, Inc., was formed in 2018 as a non-profit charitable corporation to advocate for, aid and support the redevelopment of the Madison LakeWay. Prior to and during the Design Challenge, the Partners and its members provided input and assistance to the City, and the Partners provided the City with half of the funding (\$112,500) for the final three design teams selected during the challenge; and,

WHEREAS, as the City begins looking to implement the Master Plan for the Madison LakeWay (the “Madison LakeWay Project” or “Project”), the City and the Partners desire to enter an agreement that will establish a strong cooperative foundation moving forward, recognizing that the relationship will change and grow over time as the community’s vision for the Madison LakeWay begins to take shape.



NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Cooperative Agreement (“Agreement”) is to define the relationship and responsibilities of the Partners and the City (the “Parties”) with respect to the Madison LakeWay and the Madison LakeWay Project, and to outline the Parties’ roles and responsibilities with respect to each other. This Agreement may be amended in the future as the Madison LakeWay Project proceeds, and the needs and capabilities of the Partners grows.
2. Term; Termination.
  - a. Term. This Agreement shall remain effective through December 31, 2030. Either party may renew this Agreement, through December 31, 2035, by providing written notice to the other party on or before December 31, 2030. For avoidance of doubt, the Trademark License entered into contemporaneously with this Agreement is not subject to the term of the Agreement and is governed by Section 5 of the License Agreement.
  - b. Termination. Notwithstanding the foregoing, and in addition to the rights of either party under Section 12 in the event of default, either party may, with at least 6 months advance written notice, declare its intention to terminate this Agreement, in which case this Agreement shall terminate on the stated date. For avoidance of doubt, the Trademark License entered into contemporaneously with this Agreement does not automatically terminate when the Agreement terminates and shall instead terminate pursuant to Section 6 of the License Agreement.
3. Relationship of Parties. The Partners shall be the City’s official non-profit collaborator as it relates to the Madison LakeWay Project. The Partners is a legal entity separate from the City, and no partnership, agency, or other legal relationship other than the contractual relationship as set forth herein is created by this Agreement. The Partners shall retain sole authority over its own operations, and may make its own decisions regarding the use of its funds, subject to any limitations contained in this Agreement, and consistent with its own articles of incorporation and by-laws, copies of which shall be made available on request to the City’s Finance Director. The Partners is an Affiliated Organization (AO) for the City of Madison, and as such is governed by Madison General Ordinances Sec. 4.29. The Board of Park Commissioners, acting through the President, shall appoint one person, for a three (3) year term, to the Madison LakeWay Partners Board. In addition, the Madison LakeWay Partners Board shall include the Parks Superintendent or Designee as a non-voting Director and the Mayor or Designee as a non-voting Director
4. Partners’ Obligations. The Partners will work with the Madison Parks on the overall vision, direction, planning, design and capital development of the Madison LakeWay by, among other things, providing advice to the City on the design and implementation of the Project, collaborating with the City on the pursuit of state and federal grants, raising private

donations, and leading public advocacy for the development of the Madison LakeWay. In this capacity, the Partners shall use funds it raises for the benefit of the Madison LakeWay Project and to support its own operations, including funding its own operational, marketing, and administrative expenses. The Partners acknowledge that final determinations regarding the development of the Madison LakeWay will remain with the City.

5. Office Space.

- a. City Contribution of Office Space. In recognition of the Partners' commitment to the development of the Madison LakeWay, and the increasing capacity of the Partners, which will bring with it increased costs, the City agrees that, during the term of this Agreement, and as long as requested by the Partners, the City shall provide the Partners with restricted access office space of not less than 80 square feet for office and storage purposes at the Madison Parks offices located at 330 E. Lakeside Street, as well as related utilities, shared conference and meeting space available for reservation, telephone and internet service, limited information technology services, basic office supplies, a mailbox, and the use of office equipment (i.e. printer/copier).

Madison Parks shall accommodate the Partners to the extent possible in its request for office space, equipment and storage (within the parameters of its budget and contingent upon available space), and the Partners agrees to abide by any restrictions set forth by the Superintendent and the City upon the specific use of office space and supplies for Partners purposes. Any information technology services provided under this provision shall be subject to approval by the City's Information Technology Department and City policies. The City shall provide the Partners Chief Executive Office and such Partners Board members as are approved by the Parks Superintendent with key/access cards to enter the building and the office space. After-hours access may be restricted by the Parks Division.

The value of the City's In-Kind Contribution is anticipated to be approximately \$15,000 per year. Upon request, the City shall provide documentation to support this in-kind contribution valuation. The Partners, at its own expense, shall be permitted to decorate the interior of its dedicated office space, although any messaging shall be limited to items consistent with the Partners' obligations under Section 4.

- b. Partners Supplies. Partners shall provide for all other business needs it may have, including:
- (1) Information technology equipment and software, including, but not limited to, computer/monitor, software licenses and separate data storage from the City network, as well as website design and hosting;
  - (2) Any furniture for the Partners' City-provided office; and,
  - (3) Any other items necessary for its operations not otherwise provided by Madison Parks under Subsection a.

6. Financial Support and Planning for the Project; Fundraising.

- a. Financial Support for the Project. The fundamental goal of the Parties' relationship is to support the Madison LakeWay and the implementation of the Lake Monona Waterfront Master Plan through the Madison LakeWay Project. In this capacity, the Partners' primary role is one of providing financial support for the Project, through private fundraising efforts, that will be in addition to the City's use of municipal and other available funds, such as State, Federal, or County grant funds.
- b. City/Partners Coordination Meetings. On at least a quarterly basis, the Partners' chief Executive Officer and Members of the Board shall meet with a City Staff team to discuss the Project to ensure successful coordination by the Parties in their respective efforts.
- c. Joint Capital Budget Plan. To ensure coordination in the financial planning of the Project, the City and the Partners will annually develop a joint capital budget plan, for a three-year period, that outlines the commitments and financial goals of each party for capital projects that are part of the Project. The commitment for the first year will coincide with the City's approved capital budget for that year, with the following years considered for planning and goal setting purposes. Madison Parks will align its 5-year capital improvement plan with the agreed upon joint capital budget plan.
- d. Operations Funding for Partners. Recognizing that the Partners will need operating funding to succeed in its mission to raise significant capital dollars and support the Project, the City and the Partners will discuss and consider efforts to secure operating funding for the Partners.
- e. Fundraising. Partners will actively solicit private support for the Partners through membership fees and charitable contributions, and will work with the City to actively solicit federal, state or local grants or other funds to support the Project, operations, and other purposes of the Madison LakeWay. Partners will apply all funds contributed to the Partners to the operating expenses and capital improvements of the Madison LakeWay and to the administrative and operating expenses of the Partners, in accordance with this Agreement, its bylaws and articles of incorporation. If the Partners establish an endowment or trust for the benefit of the Madison LakeWay, any funds donated to this account shall be used according to the terms of such endowment or trust. To assist in these efforts, within ninety (90) days of execution of this Agreement the City will, contingent upon Common Council appropriation, contribute \$25,000 to the Partners to support its fundraising efforts for the Madison LakeWay Project.
- f. Sponsorships. Partners may attempt to secure funding for the Project by offering sponsorship opportunities to donors. Madison Parks will work with Partners on any substantial naming rights sponsorship opportunities, which may need to be separately approved by the City council. Other donor recognitions efforts, such as plaques, bricks, benches, etc., may be able to be approved administratively by

Madison Parks.

- g. Special Events; Park Fees. The Partners may organize and host various events annually throughout the course of the Agreement term for the sole purpose of benefitting the Madison LakeWay Project and the Partners. The Partners must follow established special event application processes for each public event occurring on park property, obtain all necessary permits and comply with permit conditions. Because of the Partners' status as an affiliated organization and as the official non-profit fundraising collaborator as it relates to the Madison LakeWay Project, Partners shall be exempt from all park-related fees, including application fees, reservations, temporary structure, amplification, vending and rental of Madison Parks' equipment, for up to twenty (20) events per year, and such additional events as are approved by the Parks Superintendent. However, Partners will be required to obtain, or have its contractor obtain, alcohol/liquor licenses if necessary and will be responsible for covering all other costs associated with the event, unless otherwise agreed upon in writing with the Superintendent.
7. Intellectual Property Associated with the Madison LakeWay.
- a. Intellectual Property. As part of the Partners' support for the Project, Partners have worked with Sasaki Associates, Inc., the designer of the Lake Monona Waterfront Master Plan, Z-D Studios, Inc., and Madison Parks to create branding for the Madison LakeWay. The Parties acknowledge and agree that the Partners own the names and trademarks MADISON LAKEWAY, LAKEWAY and the Turtle Design shown in Schedule A of the Trademark License attached and incorporated into this Agreement as Exhibit A.
- b. License Agreement. Contemporaneously with the execution of this Agreement, the Parties will enter into a Trademark License Agreement, attached hereto as Exhibit A, relating to the Intellectual Property, under which the City will be granted a limited, royalty-free, non-exclusive license and right to use and display the Intellectual Property.
- c. Right of First Refusal. If the Partners elects to transfer any rights in the Intellectual Property to any person other than the City (a "Third Party"), the City shall have a right of first refusal to purchase the Intellectual Property at the lesser of the price, terms and conditions offered by a Third Party or the out of pocket costs (not including in kind support) incurred by the Partners to obtain and maintain the Intellectual Property reduced by \$28,500. If the Partners (i) is dissolved, (ii) becomes insolvent, or (iii) files, or has filed against it and not dismissed within ninety (90) days, a petition for bankruptcy, the Partners shall notify the City and, should the City so request, the Partners will (subject to any necessary court approval) transfer the Intellectual Property to the City.
8. Marketing for the Madison LakeWay. Partners will be responsible for marketing the Madison LakeWay and the Project to the greater Madison community. Consistent with this obligation, the Partners will establish and maintain a website for the Madison LakeWay

and the Project, which, consistent with City policies, may be linked to and from the City's own website. Partners may make and sell merchandise to market and support the Madison LakeWay.

9. City's Responsibility to the Madison LakeWay. Subject to available funding and appropriation by the Common Council, the City will collaborate with the Partners to refine the overall vision as established in the Master Plan, and provide direction, planning, design and construction of the Madison LakeWay Project, and subsequent management staff and expertise for the daily operations, maintenance, and security of the park. Further, the City will provide timely updates to the Partners on milestones in the design, planning, and construction of the Project, coordinate with the Partners on marketing efforts, assist the Partners with public events when able, participate in regular meetings to share updates, and provide the Partners with opportunities to review and discuss plans, budgets, phasing, and overall strategy for the implementation of the project.
10. Invoicing. If a portion of the Project will be implemented, and funding for this work will include funds from the Partners, the Parties shall communicate on the Project timeline, including, if necessary, the anticipated billing periods. This communication is necessary to ensure that the City has access to the private funds when needed.
11. Partners' Reporting Requirements. The Partners shall provide the City with the following:
  - a. Common Council Update. Each Year, the Partners will present an update to the Madison Common Council describing its activities and progress in pursuit of its mission of supporting the Lakeway.
  - b. Parks Commission Update. Each Year, the Partners will present an update to the Madison Parks Commission describing its activities and progress in pursuit of its mission of supporting the Lakeway.
12. Default. Notwithstanding Section 2, in the event that the either party defaults in any of the terms of this Agreement, and any such default shall continue unremedied for a period of sixty (60) days after written notice thereof to the other, the non-defaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of the other under this Agreement.
13. Assignment. The roles and responsibilities of either party as set forth in this Agreement may not be assigned to any other party without the other party's prior written approval.
14. Nondiscrimination. In the performance of this Agreement, the Partners agree not to discriminate against any employee or applicant 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. The Partners further agree not to discriminate against any subcontractor or person who offers to subcontract on

this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. Affirmative Action.

- a. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Partners (the “Contractor” in this Section) agrees that, within thirty (30) days after the effective date of this Agreement (the “Contract” in this Section), Contractor will provide to the City of Madison Department of Civil Rights (the “Department”), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 15.a) at the time the Request for Exemption in 15.b(2) is made.

- b. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning in para (5) apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
15 or more	Exempt**	Not Exempt

\*As determined by the Finance Director

\*\*As determined by the Department of Civil Rights

- (1) Exempt Status: In this section, “Exempt” means the Contractor is exempt from the Articles of Agreement in section 15.b(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights (“Department”) makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 15.b(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.
- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 15.b(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.
- (4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.
- (5) Articles of Agreement:

#### ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex,

sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

## ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

## ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

## ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.



#### ARTICLE V

(This Article applies only to public works contracts.)

#### ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

#### ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

#### ARTICLE VIII

(This Article applies to public works contracts only.)

#### ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

#### 16. Indemnification and Insurance.

- a. Indemnification. The Partners 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 Partners and/or the Partners' contractor's or agent'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.

b. Insurance.

- (1) Required Insurance. The Partners will insure, as indicated, against the following risks to the extent stated below. The Partners shall not commence work under this Agreement, nor shall Partners allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
  - (a) Commercial General Liability. The Partners shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. The Partners' coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds.
  - (b) Worker's Compensation. Statutory Workers' Compensation insurance as required by the State of Wisconsin. The Partners shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Partners shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
- (2) Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- (3) Proof of Insurance, Approval. The Partners shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. The Partners shall provide the certificate(s) to the City's representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Partners shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

- (4) Notice of Change in Policy. Partners, its subcontractors, and/or the Insurers shall give the 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 Agreement.
- (5) Risk Manager. All information required to be provided to the Risk Manager should be addressed as follows:

City of Madison  
Attention: Risk Manager  
210 Martin Luther King Jr. Blvd., Room 406  
Madison, WI 53703-3345

17. Notice. Any notice or offer or demand required to be sent hereunder shall be sent in writing by registered or certified United States mail, return receipt requested, at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or three (3) days after notice is deposited in the mail. Any party may, at any time, change its notice address by giving the other party written notice of the new address.

<u>Name</u>	<u>Address</u>
The Partners	Madison LakeWay Partners Inc. 330 E. Lakeside St. Madison, WI 53715
The City	City of Madison Parks Division Attn. Parks Superintendent 330 E. Lakeside St. Madison, WI 53715

18. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.
19. Final Agreement. This Agreement, together with the License Agreement, constitutes the entire agreement of the Parties and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.
20. Miscellaneous.
- a. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.

- b. No third parties (including without limitation the Partners staff) are intended to benefit from this Agreement, and no third party beneficiary rights shall be implied from anything contained in this Agreement.
  - c. All addendums and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addendums and exhibits shall be binding upon all parties.
21. Compliance with Applicable Laws. The Parties shall become familiar with, and shall at all times comply with and observe, all federal, state and local laws, ordinances and regulations which in any manner affect the services or conduct of the Parties and their agents and employees in the performance of this Agreement.
22. Authority. The Parties each represent that they have the authority to enter into this Agreement, and the person(s) signing on behalf of the City and Partners represent and warrant that they have been duly authorized to bind the City and Partners and sign this Agreement on their behalf.
23. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR MADISON LAKEWAY PARTNERS INC.

\_\_\_\_\_  
Jayme Powers, Chief Executive Officer

\_\_\_\_\_  
Date

CITY OF MADISON

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Haas, Acting City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City was authorized by Resolution Enactment No. RES-\_\_ - \_\_\_\_, ID No. \_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_, 20\_\_.

## EXHIBIT A

### TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the “**License Agreement**”), entered into by and between Madison LakeWay Partners Inc., 501(c)3 non-stock corporation a Wisconsin non-stock corporation (“**Licensor**”), and the City of Madison, a Wisconsin municipal corporation (“**Licensee**”), is effective as of the date by which all parties have signed hereunder.

WHEREAS, Licensor is the owner of certain trademarks, service marks, and applications for registration thereof relating to 1.7 miles of Lake Monona shoreline and 17 acres of lakefront property extending from S. Blair Street on the north, counterclockwise along the Lake Monona shoreline to E. Lakeside Street on the south, consisting of all or portions of Law Park, the John Nolen Drive Causeway, and Olin Park, and known as the Madison LakeWay; and,

WHEREAS, Licensee seeks to acquire the right to use certain of these trademarks and service marks as listed on the attached **Schedule A** (the “**Licensed Marks**”) pursuant to the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License. Subject to the terms herein, Licensor hereby grants to Licensee, and Licensee hereby accepts a limited, royalty-free, non-exclusive license and right to use and display the Licensed Marks in connection with the Madison LakeWay, as developed with Sasaki Associates, Inc. and Z-D Studios, Inc.
2. Ownership. Licensee acknowledges Licensor’s ownership of the Licensed Marks. Nothing in this License shall be construed as granting or conferring, expressly or impliedly, any ownership rights in the Licensed Marks to Licensee. Except as otherwise agreed to in writing by the Licensor and Licensee, if Licensee acquires any rights in the Licensed Marks, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensor without further action by the parties. Licensee agrees not to dispute, challenge or to assist any third party in disputing or challenging, Licensor’s rights in and to the Licensed Marks.
3. Quality Control. Licensee acknowledges the high standard of quality associated with the Licensor and the Licensed Marks, and agrees that all uses of the Licensed Marks shall conform to that standard. Licensor has the right to request samples of all uses of the Licensed Marks by Licensee.
4. Form of Use. Licensee agrees to use the Licensed Marks only in the form and manner prescribed by Licensor and not to use any other trademark, service mark or other term in combination with the Licensed Marks without prior written approval of Licensor.
5. Term. This License Agreement shall be deemed to have commenced on the Effective Date and shall remain in effect until and unless the License Agreement is terminated pursuant to Section 6 herein.

6. Termination. This Agreement may be terminated by mutual agreement of the parties. Upon termination of the Agreement, except as otherwise agreed to by the parties in writing, Licensee agrees to discontinue all use of the Licensed Marks within one-hundred and eighty (180) days.
7. Nondiscrimination. In the performance of this License Agreement, the Licensor agrees not to discriminate against any employee or applicant 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. The Licensor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
8. Governing Law. This Agreement is made and entered into in the State of Wisconsin and shall be in all respects interpreted, enforced, and governed under the laws of the State of Wisconsin, without regard to that state's rules regarding choice of law.
9. Entire Agreement. This License Agreement, together with Section 7 of the Cooperative Agreement entered into by and between the Parties on [DATE], constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings, whether written or oral. This Agreement shall not be modified or amended except by express written consent of the parties. This Agreement may be executed in counterpart copies and receipt by facsimile transmission of executed copies will be legally binding.
10. Counterparts; Electronic Delivery. This License Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this License Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this License Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this License Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this License Agreement, fully executed, shall be as valid as an original.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR MADISON LAKEWAY PARTNERS INC.

\_\_\_\_\_  
Jayme Powers, Chief Executive Officer

\_\_\_\_\_  
Date

CITY OF MADISON

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Haas, Acting City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City was authorized by Resolution Enactment No. RES-\_\_ - \_\_\_\_, ID No. \_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_, 20\_\_.

## **SCHEDULE A**

MADISON LAKEWAY (App. No. 98/503825)  
LAKEWAY (App. No. 98/503825)



**(App. No. 98/503849)**



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 88894**

**File ID:** 88894

**File Type:** Resolution

**Status:** Report of Officer

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 06/26/2025

**File Name:** Amending the 2025 Engineering Major Streets Adopted Capital Budget to transfer \$80,000 of existing GO budget authority from Engineering - Major Streets to Planning for the Percent for Art Aggregate Fund related to the John Nolen Drive St Reconstruction

**Final Action:**

**Title:** Amending the 2025 Engineering Major Streets Adopted Capital Budget to transfer \$80,000 of existing GO budget authority from Engineering - Major Streets to Planning for the Percent for Art Aggregate Fund related to the John Nolen Drive Street Reconstruction Project. (District 4, District 13)

**Notes:** Introduced from the floor on 7/1/25

**Sponsors:** Michael E. Verveer, Tag Evers And Dina Nina Martinez-Rutherford

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** Karin Wolf

**Hearing Date:**

**Entered by:** kwolf@cityofmadison.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	06/26/2025	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (7/15/25), Common Council (7/15/25)						
1	COMMON COUNCIL	07/01/2025	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Vidaver, seconded by Govindarajan, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

### Text of Legislative File 88894

#### Fiscal Note

The proposed resolution amends the 2025 Capital Budget by transferring \$80,000 of existing GO borrowing funding and corresponding expenses from Engineering - Major Streets' John Nolen Drive Phase 1 project (project #11860) to the Planning Division's Percent for Art Aggregate Fund (project #15043). No additional appropriation required.

**Title**

Amending the 2025 Engineering Major Streets Adopted Capital Budget to transfer \$80,000 of existing GO budget authority from Engineering - Major Streets to Planning for the Percent for Art Aggregate Fund related to the John Nolen Drive Street Reconstruction Project. (District 4, District 13)

**Body**

WHEREAS, Madison Ordinances 4.30(5) created a Percent for Art that can be used for public art associated with public works projects, and;

WHEREAS, The Percent for Art funds are calculated based on eligible project costs associated with projects that have a cost threshold as identified in Section 4.3(c), and;

WHEREAS, WISDOT is bidding and administering the construction contract for Phase I of the John Nolen Drive Reconstruction Project under an agreement with the City of Madison authorized by the Common Council in RES-24-00596, effective 10/10/2024; and

WHEREAS, the City's portion of the project will be above the eligible threshold for the Percent for Art, and;

WHEREAS, when deemed appropriate by the Common Council and where permitted by the funding source, the Percent for Art Expenditure may be reallocated to an alternative site or to the Art Aggregated Fund for the purchase, installation, and maintenance of public art projects. Such reallocation may occur where the original project has limited public access, or generates funds insufficient to acquire new artwork, or for any other reason deemed compelling by the Common Council, and;

WHEREAS, investing percent funds in the adjacent lake front will offer significant benefits that will complement street improvements, the Engineering Major Streets - John Nolen Drive Phase I Project (Munis #11860) will transfer \$80,000 to the Planning Budget Art Aggregated Fund for use in the Madison LakeWay-Lake Monona Waterfront Development.

BE IT RESOLVED, that the 2025 Engineering Major Streets Adopted Capital Budget are hereby amended to transfer \$80,000 General Obligation Borrowing (GO Borrowing) authority from the John Nolen Drive Street Phase I Reconstruction project (Munis #11860) to the Art Aggregated Fund (Munis #15043).