City of Madison

City of Madison
Madison, WI 53703
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?

Monday, July 13, 2026 | **4:30 PM** | **VIRTUAL**

2. **93776** Submitting the appointment of Matthew W. Tucker for confirmation of a five-year term as Building Inspection Division Director.

Sponsors: Satya V. Rhodes-Conway

Legislative History

6/30/26	Human Resources Department Finance Committee (7/13/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

3. **93772** Authorizing the execution of a Third Amendment to a Lease with MESC, LLC for property located at 2713 East Washington Avenue for the continued operation of storage space. (District 12).

Sponsors: Satya V. Rhodes-Conway

Legislative History

6/30/26	Economic Development Division Finance Committee (7/13/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

4. **93701** Authorizing a noncompetitive contract with Aro Eberle Architects, Inc. to provide professional architecture and engineering services for design and construction of Odana Hills clubhouse and Odana Hills East Park improvements (District 11)

Sponsors: Satya V. Rhodes-Conway And Bill Tishler

Legislative History

6/23/26	Engineering Division Finance Committee (7/13/26), Board of Public Works (7/8/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL Additional referral to Board of Public Works.	Refer to the FINANCE COMMITTEE
7/7/26	FINANCE COMMITTEE	Referred to the BOARD OF PUBLIC WORKS
7/8/26	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE

5. **93695** Establishing rules and procedures for Common Council deliberations on the City of Madison's 2027 Capital and Operating Budgets.

Sponsors: Sabrina V. Madison And Carmella Glenn

Legislative History

6/23/26	FINANCE COMMITTEE Finance Committee (7/13/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

6. **93492** Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.

Sponsors: Sabrina V. Madison And Regina M. Vidaver

Legislative History

6/4/26	Water Utility Finance Committee (7/13/26), Common Council (7/21/26)	Referred for Introduction
6/24/26	WATER UTILITY BOARD	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE
7/7/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

7. **93752** Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Citywide)

Sponsors: Tag Evers And Regina M. Vidaver

Legislative History

6/26/26	Water Utility Finance Committee (7/13/26), Water Utility Board (7/28/26), Common Council (8/4/26)	Referred for Introduction
7/7/26	COMMON COUNCIL Additional referral to Water Utility Board.	Refer to the FINANCE COMMITTEE
7/7/26	FINANCE COMMITTEE	Referred to the WATER UTILITY BOARD

8. **93775** Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. (District 12).

Sponsors: John P. Guequierre And Badri Lankella

Legislative History

6/30/26	Engineering Division Finance Committee (7/13/26), Board of Public Works (7/8/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL Additional referral to Board of Public Works.	Refer to the FINANCE COMMITTEE
7/7/26	FINANCE COMMITTEE	Referred to the BOARD OF PUBLIC WORKS
7/8/26	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE

9. **93777** SUBSTITUTE. Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; ~~and~~ establishing a special revenue fund for transportation-related revenues and expenditures; and amending the budget for the North-South Bus Rapid Transit project to appropriate $15 million from the special revenue fund. . (District 4, District 6, District 13, District 14)

Sponsors: Noah L. Lieberman, Davy Mayer, Derek Field, Michael E. Verveer And Sean O'Brien

Legislative History

7/1/26	Engineering Division Finance Committee (7/13/26), Transportation Commission (7/15/26), Board of Public Works (7/8/26), Common Council (7/21/26)	Referred for Introduction
7/7/26	COMMON COUNCIL Additional referrals to Transportation Commission, Board of Public Works.	Refer to the FINANCE COMMITTEE
7/7/26	FINANCE COMMITTEE	Referred to the TRANSPORTATION COMMISSION
7/7/26	FINANCE COMMITTEE	Referred to the BOARD OF PUBLIC WORKS
7/8/26	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE

City of Madison

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Master

File Number: 93901

File ID:	93901	**File Type:**	Discussion Item	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	07/08/2026
File Name:	Public Comment			**Final Action:**	
Title:	Public Comment				
Notes:					
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	abannon@cityofmadison.com			**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	07/08/2026	Refer	FINANCE COMMITTEE			
	Action Text:	This Discussion Item was Refer to the FINANCE COMMITTEE					

Text of Legislative File 93901

Title
Public Comment

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 93776

File ID:	93776	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/30/2026
File Name:	Submitting the appointment of Matthew W. Tucker for confirmation of a five-year term as Building Inspection Division Director.			**Final Action:**	

Title: Submitting the appointment of Matthew W. Tucker for confirmation of a five-year term as Building Inspection Division Director.

Notes: The contract file is having final revisions made and will be attached to this resolution by EOD Thursday at the latest.

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	Tucker Contract Draft.pdf	**Enactment Number:**	
Author:	Erin Hillson, Director of Human Resources	**Hearing Date:**	
Entered by:	kklafka@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	06/30/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

Text of Legislative File 93776

Fiscal Note

The proposed resolution authorizes the appointment of Matthew Tucker as the Director of the Building Inspection Division for a 5-year term. The 5-year term shall take effect July 21, 2026. As stated in the draft Employment Agreement between the City of Madison and Matthew Tucker, the Director's salary will be based on an annualized rate of $167,000. The rate is within the range for the Building Inspection Division Director position in compensation group 21, range 18.

The new compensation rate will cost approximately $7,300 in 2026. The cost will be absorbed within the Building Inspection Division's 2026 adopted operating budget. The annual cost is

approximately $16,000. Annual salary adjustments may be made during the term of the agreement at the Mayor's discretion, subject to Common Council approval. No additional appropriation is required with approval of this appointment.

Title

Submitting the appointment of Matthew W. Tucker for confirmation of a five-year term as Building Inspection Division Director.

Body

WHEREAS, the Mayor has appointed Matthew W. Tucker to the position of Building Inspection Division Director and has recommended to the Common Council that their appointment be confirmed; and,

WHEREAS, the parties have reached an accord on the terms and conditions of an Employment Agreement between the City and Matthew W. Tucker;

NOW THEREFORE, BE IT RESOLVED that Matthew W. Tucker's appointment to the position of Building Inspection Division Director is hereby confirmed, and the Mayor and the City Clerk's Office are authorized to execute an Employment Agreement between the City and Matthew W. Tucker.

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MADISON
AND
MATTHEW W. TUCKER

This Agreement made this 21st day of July, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Matthew W. Tucker, a natural person (hereafter, “Building Inspection Division Director,” “Division Director,” or “Director”).

WITNESSETH;

WHEREAS, the City desires to hire the Division Director as an employee of the City of Madison to perform the services described herein on its sole behalf as the Building Inspection Division Director, and

WHEREAS, the Building Inspection Division Director represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Building Inspection Division Director, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Director by the Common Council of the City of Madison on July 21, 2026, and

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

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. BUILDING INSPECTION DIVISION DIRECTOR HIRED

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

II. FUNCTIONS, DUTIES, AND RESPONSIBILITIES OF THE BUILDING INSPECTION DIVISION DIRECTOR

A. General Responsibilities:

This is responsible managerial and administrative work in directing the programs and services of the Building Inspection Division, which encompasses the following City programs: 1) Housing and Property Maintenance Code Enforcement; 2) Building Inspection (administers Building, Housing, Zoning, Plumbing, Electrical, and Heating Codes); 3) Permit Plan Review; 4) Zoning and Sign Code Enforcement; and 5) Consumer Protection (regulates measurement standards). This work requires considerable independent judgment in developing division policies and procedures and resolving complex operational problems. This work requires a commitment to upholding the City's mission, values and service promise, and a commitment to racial and gender equity. Work is reviewed by the Director of Planning & Community & Economic Development primarily for conformance with Division goals and objectives.

B. Examples of Duties and Responsibilities:

- Manage and administer the Building Inspection Division of the Department of Planning & Community & Economic Development (DPCED). Hire, train, supervise, coordinate and evaluate staff. Maintain a positive work environment that welcomes and supports a diverse staff. Develop, administer and monitor division budget. Establish annual division performance standards and goals with the PCED Director. Review and develop work procedures. Perform affirmative action and labor relations activities. Provide direction, leadership, information and recommendations to subordinate staff on diverse programs, projects and improvements to services/procedures.

- Conceptualize, plan, coordinate, implement and manage Housing Code Enforcement and Property Maintenance strategies and programs using an equity lens. Review building construction plans for compliance with existing regulations and structural integrity as required. Interpret codes, evaluate alternatives, and resolve code enforcement problems that relate to special or unusual situations; assess and resolve administrative problems that relate to Division operations. Meet with developers and the general public to discuss codes and their application. Meet with Mayor's Office and other City agencies for the purpose of communication, coordination and problem solving.

- Serve as departmental representative on State Department of Commerce, Safety and Buildings Division code-related committees. Act as secretary/staff to building/fire code review/appeals board. Help support the City's sustainability efforts that focus on the built environment.

- Administer and enforce regulatory codes and standards related to structural, electrical, plumbing, heating, air-conditioning, zoning, signs, vending and weights and measures controls, and develop division procedures for their interpretation and application and understanding. Secure compliance with State and local laws pertaining to weights and measures, snow removal and weed control.

- Prepare special written and oral reports on division activities and/or projects in progress or, in response to inquiries. Direct staff in remedying emergency/public safety situations that relate to code enforcement.

- Develop and sustain a highly functional department of crucial importance to the people of Madison.

- Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles.

- Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.

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

- Perform related work as required.

C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. The Director shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).

D. The Director shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Director's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the

Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Building Inspector Division Director is not compensated for such activities. Nothing herein limits the Building Inspector Division Director from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

E. The standard City workweek is 38.75 hours. However, the Director shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

F. The Director shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.

G. The Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

A. The Director's salary shall be based on an annualized rate of $167,000 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

B. The Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:

1. The Director shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda, or other official City action throughout the duration of this agreement.

2. The Director shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Human Resources Director. Except as otherwise provided, the Building Inspection Division Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The Director may elect to convert up to twenty (20) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.

3. Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Director would have earned through the end of that year.

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

5. The Director shall be reimbursed for relevant professional association and/or licensure dues.

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

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

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

A. This Agreement shall take effect on July 21, 2026, and shall expire on July 20, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period including August 2, 2026.

B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Director's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.

C. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, the Director will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified.

D. In the event of non-renewal of this Agreement, under either Paragraph C above, the Mayor may, in their sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of this Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Director of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Director the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion

of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Director's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

The Building Inspection Division Director is subject to the Mayor and Planning, Community, and Economic Development Director's (PCED Director) supervision and is, during the term of this Agreement, subject to the Mayor and PCED Director's authority to impose discipline on or to discharge the Division Director as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The Division Director shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of suspension or discharge.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Director. The City retains the sole right to determine the organizational structure and overall functioning of the Building Inspection Division.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Director's duties or responsibilities change significantly. A "significant" change in the Director's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in Department services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Director against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin

Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Director shall file a Statement of Economic Interests with the City Clerk within 14 days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement no later than April 30 of each year.

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Director prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Director will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Director shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XII. TERMINATION OF AGREEMENT

A. The Director may elect to terminate this Agreement before the expiration of the contract period. If the Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.

B. The Director's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Director, the Director shall forfeit all compensation and benefits from the date of

notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Director or the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of Director or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Director or reorganizes the Department to the extent that the position of Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Director shall not assign or subcontract any interest or obligation under this Agreement.

XIV. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the parties approved and authorized for execution in the same fashion as this original Agreement.

XV. NO WAIVER

No failure to exercise and no delay in exercising any right, power, or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the

parties hereto.

XVII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

EMPLOYEE:

_____
Matthew W. Tucker, Building Inspection Division Director

CITY OF MADISON
A Wisconsin Municipal Corporation

_____
Satya Rhodes-Conway, Mayor

_____
Lydia McComas, City Clerk

APPROVED:

_____
David Schmiedicke, Finance Director

APPROVED AS TO FORM:

_____
Patricia Lauten, Deputy City Attorney

City of Madison

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

Master

File Number: 93772

File ID:	93772	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/30/2026
File Name:	11199 - 3rd Amendment to Lease			**Final Action:**	

Title: Authorizing the execution of a Third Amendment to a Lease with MESC, LLC for property located at 2713 East Washington Avenue for the continued operation of storage space. (District 12).

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	Exhibit I - 3rd Amendment to Lease.pdf	**Enactment Number:**	
Author:	Kris Koval, Real Estate Development Specialist IV	**Hearing Date:**	
Entered by:	cklawiter@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	06/30/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

Text of Legislative File 93772

Fiscal Note

The proposed resolution authorizes a 25-month extension of a lease for commercial storage space located at 2713 East Washington Ave for use by the Clerk's office. The City has been utilizing this facility, since 2016 and has previously executed two amendments to the lease. This Third Amendment would begin on December 1, 2026, and would include the space in the original lease as well as an adjacent space added in the First Amendment to the lease.

Under the terms of the Third Amendment to the Lease, the current monthly Rent will increase by ten (10) percent to $4,004 per month for thirteen (13) months and then increase by three (3) percent to $4,124 per month for the remaining twelve (12) months of the Extended Lease Term. Rent will then increase by three (3) percent per annum for each of the Extended

Renewal Option Terms, if exercised by the City. These City operating costs are estimated to be $4,004 for December 2026 rent, $48,048 for calendar year 2027, and $49,488 for calendar year 2028. Total lease costs are estimated to be $101,540 from December 2026 to December 2028.

The 2026 Adopted Budget for the Clerk's Office includes funding for this lease for December 2026. Funding for 2027 and 2028 lease costs will be included in the Clerk's operating budget requests. At this time, no additional appropriation is required.

Title

Authorizing the execution of a Third Amendment to a Lease with MESC, LLC for property located at 2713 East Washington Avenue for the continued operation of storage space. (District 12).

Body

WHEREAS, MESC, LLC ("Lessor"), is the owner of the commercial building located at 2713 East Washington Avenue ("Building"); and

WHEREAS, the Lessor and the City of Madison ("City") are parties to that certain Lease dated December 1, 2016 and recorded on December 21, 2016 with the Dane County Register of Deeds as Document No. 5293840; as well as the "First Amendment" to the Lease dated September 30, 2020 and recorded on October 5, 2020 with the Dane County Register of Deeds as Document No. 5644553; as well as the "Second Amendment" to the Lease dated November 17, 2022 and recorded on November 18, 2022 with the Dane County Register of Deeds as Document No. 5874393 (collectively the "Lease"); and

WHEREAS, the Initial Term of the Lease for the "Leased Premises" of roughly 3,200 square feet expires on November 30, 2026. The City has two (2) options to renew the Lease for an additional five (5) years each ("Renewal Terms") for the Leased Premises; and

WHEREAS, per the First Amendment to the Lease, the City leased an additional 1,664 square feet of the Building which is adjacent to Leased Premises space ("Expanded Leased Premises") for storage until December 31, 2021 ("Expansion Term") that had four (4) options of three (3) months each to renew the Expansion Term. The City exercised all Expansion Renewal Terms and the Expansion Term was extended to December 31, 2022; and

WHEREAS, per the Second Amendment to the Lease, the City intended to continue its use of the Expanded Leased Premises until December 31, 2023 and said agreement provided for three (3) new Expansion Renewal Terms through November 30, 2026; and

WHEREAS, the City exercised all three of its Expansion Renewal Terms until November 30, 2026; and

WHEREAS, the City Clerk intends to continue its use of the Leased Premises and Expanded Leased Premises per the terms described in this resolution; and

WHEREAS, the Renewal Terms for the Leased Premises do not include the Expanded Leased Premises in them and the City intends to add the Expanded Leased Premises to the definition of the Leased Premises for a total of 4,864 square feet in a Third Amendment to the Lease; and

WHEREAS, the City would like to shorten the Renewal Term lengths from five (5) years each to twenty-five (25) months, and add four (4) one (1) year Renewal Option Terms in a Third Amendment to the Lease; and

WHEREAS, the City and the Lessor have agreed to the lease terms and conditions of a Third Amendment to the Lease as outlined in this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute on behalf of the City a Third Amendment to the Lease agreement with MESC, LLC on substantially, though not exclusively, the terms and conditions attached to this resolution as Exhibit I - Third Amendment to Lease.

BE IT FINALLY RESOLVED that the City's Common Council hereby authorizes the Mayor and City Clerk to execute, deliver and record a Third Amendment to the Lease and take any further action required to accomplish the purpose of this resolution in a form approved by the City Attorney.

Department of Planning & Community & Economic Development
Economic Development Division
Matthew Mikolajewski, Director
Madison Municipal Building, Suite 312
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, Wisconsin 53701-2983
Phone: (608) 266-4222
Fax: (608) 261-6126
www.cityofmadison.com

Office of Real Estate Services

VIA EMAIL

June 30, 2026

John Brigham, Greg Rice and Jason Rice
MESC, LLC
2701 International Lane, Suite 100
Madison, WI 53704

RE: City of Madison Letter of Intent for a Third Amendment to Lease
2713 E Washington Avenue, Madison, Wisconsin
Project 11199

Dear EMI Team:

The City proposes the following terms and conditions to MESC, LLC (the "**Lessor**"), for the purpose of preparing a third amendment to the **Lease** between the parties, at your property subject to the approvals and terms set forth herein.

The purpose of this letter of intent ("**LOI**") is to memorialize the terms and conditions so the City can submit a resolution to the Common Council for its approval of a third amendment to the Lease (the "**Third Amendment**") No liability or obligation, legal or otherwise, shall be created by this LOI.

The respective sections and/or paragraphs in the Lease shall be amended and restated in a Third Amendment, substantially but not exclusively, on the following terms and conditions in a form approved by the City Attorney:

Lease:	Lease dated December 1, 2016 and recorded December 21, 2016 with the Dane County Register of Deeds as Document No. 5293840; as well as the First Amendment dated September 30, 2020 and recorded October 5, 2020 with the Dane County Register of Deeds as Document No. 5644553; as well as the Second Amendment dated November 17, 2022 and recorded November 18, 2022 with the Dane County Register of Deeds as Document No. 5874393 (collectively the "**Lease**")
Lessee (City):	City of Madison
Lessor:	MESC, LLC

Leased Premises (Section 1):	4864 Total SF (3200 SF main storage area and 1664 SF Expanded Leased Premises (collectively the "**Leased Premises**") located at 2713 E. Washington Avenue , Madison, Wisconsin. **Exhibit B** will be amended and restated per the attachment hereto. Exhibit C to the Lease, which shows the former Expanded Leased Premises, is no longer valid since this space is incorporated into the new definition of Leased Premises as shown in the amended and restated Exhibit B.
Property (Section 2):	Amend and restate the current legal description of the Property in Exhibit A as follows: Lot 2, Dane County Certified Survey Map No. 14618, recorded in Volume 101 of Certified Surveys, pages 155-164 as Document No. 5360538, Dane County Register of Deeds, in the City of Madison, Dane County, Wisconsin.
Extended Lease Term (Section 4):	Twenty-five (25) months commencing on December 1, 2026
Rent (Section 5 b):	$9.88 per square foot with 3% annual escalations. See the attached **Exhibit 1- Extended Lease Term Rent Schedule.** Extended Lease Term Rent shall commence December 1, 2026.
Extended Lease Term Renewal Options (Section 6):	The existing Section 6 of the Lease shall be amended and restated to include (4) Four (1) One year options to renew the Extended Lease Term at the continued 3% annual escalations for the Rent rate as outlined in **Exhibit 2- Extended Renewal Option Term Rent Schedule.**
Use (Section 7) :	Revise the first sentence of this section to read: City will occupy and use the Leased Premises for the storage of voting and election equipment and activities related thereto, storage of any other City personal property. and for no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned.
Insurance and Indemnification by Lessor (Section 16):	Amend and restate the first sentence therein to include the Extended Lease Term and any Extended Renewal Option Terms exercised.

All other provisions of the Lease will remain unchanged and will be in full force and effect.

This proposal is not intended to be a contract but is only an expression of those basic terms and conditions which will be incorporated into a final Third Amendment agreement, which will be on City's standard renewal form and will contain such content as may be mutually acceptable to Lessor and City, in the sole discretion of each. The Third Amendment is subject to the approval of City Finance and the City of Madison Common Council. Further, any binding agreement must be evidenced by such final Third Amendment lease agreement executed by both Lessor and City.

Please indicate your acceptance of the above terms and conditions by signing on the page below and returning a copy to us at your earliest convenience.

Regards,

Kris Koval

Kris Koval
Real Estate Development Specialist IV

Cc: Claire MacLachlan
Matt Mikolajewski
Lydia McComas
Grant Roeming
Dan Rolfs

SIGNATURES FOLLOW ON THE NEXT PAGE

RE: City of Madison Letter of Intent for a Third Amendment to Lease
2713 E Washington Avenue, Madison, Wisconsin

Agreed to and accepted this 30th day of June, 2026 by:

City:

By: Matthew B. Mikolajewski
Matt Mikolajewski

Its: _____
Director Economic Development Division

Date: 6/30/26

Lessor:

By: _____
Jason Rice

Title President

Date: 6-30-2026

Exhibit 1- Extended Lease Term Rent Schedule.

Proposed Third Amendment-Rent Schedule 5.28.26

Size (SF)-Premises		
Main Storage	3200	
Expansion Space	1664	
Total Sq. Ft.	4864	SF

Exhibit 1- Extended Lease Term Rent Schedule Section 5 b)

City Proposed Options to Renew and Annual Rent Amounts	Ending Date	New Annual Rent for Main Storage AND Expansion Space (4864 SF)	Monthly Rent	Annual Rent Amount/SF
Extended Lease Term				
12.1.2026	12.30.2027	$48,046.59	$4,003.88	$9.88
1.1.2028	12.30.2028	$49,487.99	$4,124.00	$10.17

Exhibit 2- Extended Renewal Option Term Rent Schedule

Exhibit 2- Extended Renewal Option Term Rent Schedule Section 6

City Proposed Options to Renew and Annual Rent Amounts	Ending Date	New Annual Rent for Main Storage AND Expansion Space (4864 SF)	Monthly Rent	Annual Rent Amount/SF
First Extended Renewal Option Term				
12.1.2029	12.30.2029	$50,972.63	$4,247.72	$10.48
Second Extended Renewal Option Term				
12.1.2030	12.30.2030	$52,501.81	$4,375.15	$10.79
Third Extended Renewal Option Term				
12.1.2031	12.30.2031	$54,076.86	$4,506.41	$11.12
Fourth Extended Renewal Option Term				
12.1.2032	12.30.2032	$55,699.17	$4,641.60	$11.45

AMENDED AND RESTATED EXHIBIT A

LEGAL DESCRIPTION

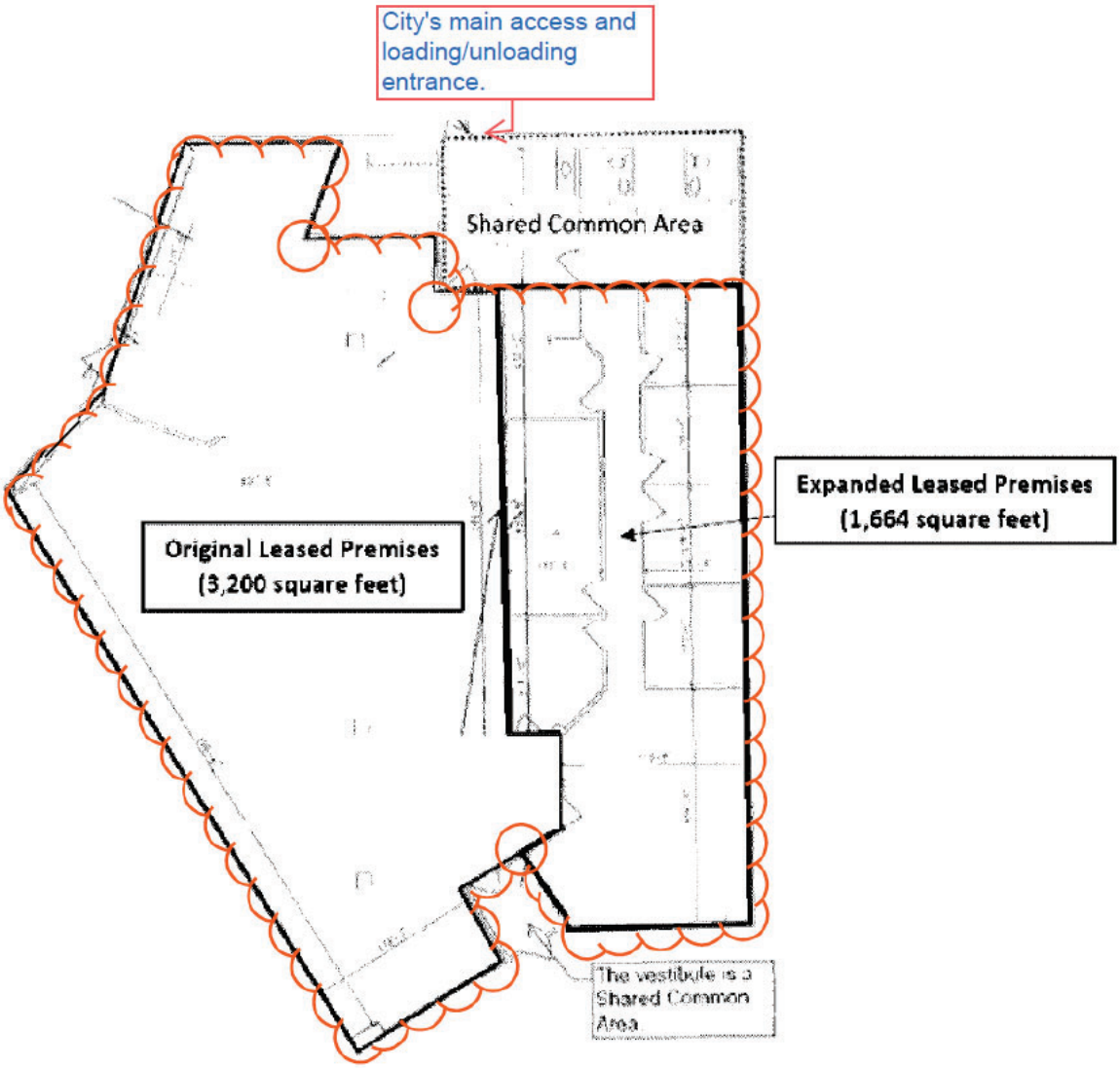
Lot 2, Dane County Certified Survey Map No. 14618, recorded in Volume 101 of Certified Surveys, pages 155-164 as Document No. 5360538, Dane County Register of Deeds, in the City of Madison, Dane County, Wisconsin.

Tax Parcel No. 251-0710-061-2936-8

AMENDED AND RESTATED EXHIBIT B

LEASED PREMISES FLOOR PLAN

The Leased Premises is the total area below within the bubbled outline that includes the Original Leased Premises and the Expanded Leased Premises.



City of Madison

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

Master

File Number: 93701

File ID:	93701	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/23/2026
File Name:	Authorizing a noncompetitive contract with Aro Eberle Architects, Inc. to provide professional architecture and engineering services for design and construction of Odana Hills clubhouse and Odana Hills East Park improvements.			**Final Action:**	

Title: Authorizing a noncompetitive contract with Aro Eberle Architects, Inc. to provide professional architecture and engineering services for design and construction of Odana Hills clubhouse and Odana Hills East Park improvements (District 11)

Notes: Adam Kaniewski

Sponsors:	Satya V. Rhodes-Conway And Bill Tishler	**Effective Date:**	
Attachments:	Non-Competitive Selection Request - Aro Eberle Architects Inc_.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/23/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction **Notes:** Finance Committee (7/13/26), Board of Public Works (7/8/26), Common Council (7/21/26)						
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other. **Notes:** Additional referral to Board of Public Works.						
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF PUBLIC WORKS			
	Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS						
1	BOARD OF PUBLIC WORKS	07/08/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	07/13/2026		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 7/13/2026. The motion passed by voice vote/other.						

Text of Legislative File 93701

Fiscal Note

The proposed resolution authorizes the Mayor and City Clerk to enter into a 3-year noncompetitive contract for Purchase of Services (Architect) with Aro Eberle Architects, Inc., a past consultant, to provide professional architectural and engineering consultant design services and construction administrative services for the design and construction of the Odana Hills clubhouse facility and Odana Hills East Park parking lot, driveway and stormwater improvements located at 4635 Odana Road at an estimated cost of $650,000.

Funding for the total contract cost is authorized under existing budget authority from the Parks Division Capital Budget (Munis #17421). Funding for construction is contingent on and subject to future appropriations included in the 2027 Adopted Capital Improvement Plan.

Title

Authorizing a noncompetitive contract with Aro Eberle Architects, Inc. to provide professional architecture and engineering services for design and construction of Odana Hills clubhouse and Odana Hills East Park improvements (District 11)

Body

WHEREAS in 2019, in accordance with MGO Section 4.26 of Madison General Ordinances, Aro Eberle Architects, Inc. was competitively selected through a request for proposal (RFP) process to provide professional architecture and engineering services for the Door Creek Park Shelter construction project; and,

WHEREAS, an evaluation team, administered by City Purchasing staff and consisting of relevant Parks Division and Engineering Division staff, conducted a detailed evaluation, and scored and ranked each of the proposals using criteria including cost, skill, past performance, local vendor preference, and references; and Aro Eberle Architects, Inc. was selected through this process; and,

WHEREAS Aro Eberle Architects, Inc. successfully provided design services related to the design and construction of the Door Creek Park Shelter; and,

WHEREAS the Parks Division and Golf Enterprise has an exciting opportunity to advance the recommendations from the Task Force on Municipal Golf through a generous donation in partnership with the Madison Parks Foundation for the Odana Hills Golf Course redesign project and fundraising effort being led by Michael and Jocelyn Keiser, who are Madison residents; and,

WHEREAS the project presents a unique opportunity for the City to leverage the private donation and take advantage of the course disruption in a way that would allow for public infrastructure improvements that would otherwise be delayed for years; and,

WHEREAS construction is anticipated to begin in late 2026 and conclude in early summer 2028 for the course; and,

WHEREAS in order to meet the donors' timeline, the project is moving at an expedited rate, necessitating the need for a noncompetitive contract for consultant design services to ensure the Clubhouse and Park Improvements are completed by the time the course reopens in 2028 and prevent further negative impacts to revenue for the Golf Enterprise Program during the construction of the project; and,

WHEREAS the Odana Hills Golf Course redesign project allows the Parks Division and Golf Enterprise the ability to make other site improvements including stormwater management

improvements, entrance drive realignment, parking lot improvements, clubhouse replacement, and other related site enhancements; and,

WHEREAS the existing Odana Hills Golf Course clubhouse is experiencing maintenance needs that are financially infeasible to repair or address; and,

WHEREAS the existing Odana Hills East Park amenities are nearing their useful lives and require significant repairs or replacements; and,

WHEREAS Aro Eberle Architects, Inc. and consultants have been working under a contract to provide Odana Hills East Park and related park entrance and clubhouse master planning; and,

WHEREAS throughout the public engagement process for the Odana Hills Golf Course and Odana Hills East Park Master Plan, there is significant public support for a clubhouse that meets a broader community need to function as a year-round gathering space, polling location and resilience center; and,

WHEREAS the Engineering Division requires consulting services to complete the professional architecture and engineering design, construction, and warranty services for the project; and,

WHEREAS to align with the privately funded course improvements and limit closure of the golf course, and corresponding revenue losses, to the greatest extent possible the design contract must be awarded and design completed at an expedited timeline for the construction to be bid in early 2027; and,

WHEREAS City staff recommend that Aro Eberle Architects, Inc. continue to provide professional architect and engineering services for the design and construction administration phases for the proposed Odana Hills Clubhouse and Odana Hills East Park improvements project as the proposal moves from master planning into the next phases of design, construction documentation, bidding, construction administration, and warranty phases; and,

WHEREAS the project will be constructed via public works bidding and construction per state statutes; and,

WHEREAS the scope of the project shall include professional architecture and engineering services that will achieve at a minimum LEED Certification-Gold per Madison Legislative File #91102 following the U.S. Green Building Council's LEED for New Construction and Major Renovations (LEED-NC v.5) Rating System; and,

WHEREAS Aro Eberle Architects, Inc. has worked with the City previously providing all professional architecture and engineering design and construction services for Door Creek Park Shelter, a facility designed to meet LEED Silver requirements; and,

WHEREAS, under sec. 4.26(4)(b), of the Madison General Ordinances, if the aggregate amount of the fee for services will be $50,000 or more and the contract was not subject to a competitive bidding process, the contract shall meet one of the other requirements of sec. 4.26(4)(a) and be approved by the Common Council; and,

WHEREAS, for the reasons stated in the attached Noncompetitive Selection Request Form, the proposed contract with Aro Eberle Architects, Inc. meets the exception to the bidding process in section 4.26(4)(a)7. which states "A particular consultant has provided services to the City on a similar or continuing project in the recent past, and it would be economical to the City on the basis of time and money to retain the same consultant"; and,

WHEREAS the contract with Aro Eberle Architects, Inc. is contingent on the approval of the Odana Hills East Park master plan, pending review by the Board of Park Commissioners on July 8, 2026; and,

NOW THEREFORE BE IT RESOLVED that the Common Council hereby authorizes the Mayor

and City Clerk to enter into a contract for Purchase of Services (Architect) in a form to be approved by the City Attorney, with Aro Eberle Architects, Inc. to provide professional architectural and engineering consultant design services and construction administrative services for the design and construction of the Odana Hills clubhouse facility and Odana Hills East Park parking lot, driveway and stormwater improvements located at 4635 Odana Road.

Finance Department
Purchasing Services
David P. Schmiedicke, Director
City-County Building, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
Phone: (608) 266-4521 | Fax: (608) 267-5948
purchasing@cityofmadison.com
cityofmadison.com/finance/purchasing

Accounting Services Manager
Patricia A. McDermott, CPA
Budget & Program Evaluation Manager
Christine Koh
Internal Audit & Grants Manager
Kolawole Akintola
Risk Manager
Eric Veum
Treasury & Revenue Manager
Craig Franklin, CPA

Non-Competitive Selection Request

Requisition Number

Fund
1400 CAPITAL PROJECT

Major
542** Building/Facility Maintenance/Repair

Agency
Engineering

Total Purchase Amount
$ 650,000.00

Vendor Name
Aro Eberle Architects, Inc.

Product/Service Description
The City of Madison Parks Division an exciting opportunity to advance the recommendations from the Task Force on Municipal Golf through a generous donation in partnership with the Madison Parks Foundation through the Odana Hills Golf Course redesign project and fundraising effort being led by Michael and Jocelyn Keiser, who are Madison residents. The project presents a unique opportunity for the City to leverage the private donation and take advantage of the course disruption in a way that would allow for public infrastructure improvements that would otherwise be delayed for years. Construction is anticipated to begin in late 2026 and conclude in early summer 2028 for the course and the Parks Division is leading efforts to complete clubhouse and park improvements along this same timeline. In order to meet the donors' timeline, the project is moving at an expedited rate, necessitating the need for a noncompetitive contract for consultant design services to ensure the Clubhouse and Park Improvements are completed by the time the course reopens in 2028 and prevent further negative impacts to revenue for the Golf Enterprise Program during the construction of the project. Each of these improvements together will result in a more resilient and sustainable activity hub that will better serve the needs of the community and park users.

This single contract with the A/E shall be for all design phases, bidding phase, construction administration phase and warranty administration phase. It is anticipated that the contract shall take approximately

three (3) years from contract signing through the end of the warranty phase.

The A/E design services for this contract shall include plans and specifications for site planning, landscaping, architectural design of interior and exterior spaces, finishes, MEP/FP/T (mechanical, electrical, plumbing, fire protection, and technology) systems design, construction specifications, and cost estimating.

Exception Criteria
7. A particular consultant has provided services to the City on a similar or continuing project in the recent past, and it would be economical to the City on the basis of time and money to retain the same consultant.

Reason For Request
Construction is anticipated to begin in late 2026 and conclude in early summer 2028 for the course and the Parks Division is leading efforts to complete clubhouse and park improvements along this same timeline. In order to meet the donors' timeline, the project is moving at an expedited rate, necessitating the need for a noncompetitive contract for consultant design services to ensure the Clubhouse and Park Improvements are completed by the time the course reopens in 2028 and prevent further negative impacts to revenue for the Golf Enterprise Program during the construction of the project.

Aro Eberle Architects, Inc. was competitively selected in 2019 through a request for proposal (RFP) process to provide professional architecture and engineering services for the Door Creek Park Shelter construction project. Aro Eberle Architects, Inc. successfully provided design services related to the design and construction of the Door Creek Park Shelter. The Parks Division believes the Door Creek Park Shelter provides the basis for the design of the building needed at Odana Hills. In addition, Aro Eberle Architects, Inc. and consultants have been working under a separate contract to provide Odana Hills East Park and related park entrance and clubhouse master planning.

City staff recommend and request that Aro Eberle Architects, Inc. continue to provide professional architect and engineering services for the design and construction administration phases for the proposed Odana Hills Clubhouse and related park improvements project as the proposal moves from master planning into the next phases of design, construction documentation, bidding, construction administration, and warranty phases.

Requestor
Scanlon, Amy

Comments
The City of Madison has paid Aro Eberle Architects, Inc. a total of $213,008 since 2021. Of that amount, $164,999 was Competitively selected, $46,979 was Non-Competitively selected, and the remaining $1,030 was a purchase under the threshold requiring competitive selection.

City of Madison

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

Master

File Number: 93695

File ID:	93695	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**	89734	**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/23/2026
File Name:	2027 Budget Rules			**Final Action:**	

Title: Establishing rules and procedures for Common Council deliberations on the City of Madison's 2027 Capital and Operating Budgets.

Notes:

Sponsors:	Sabrina V. Madison And Carmella Glenn	**Effective Date:**	
Attachments:	2027 Budget Calendar.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	abannon@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	06/23/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

Text of Legislative File 93695

Fiscal Note
No appropriation required.

Title
Establishing rules and procedures for Common Council deliberations on the City of Madison's 2027 Capital and Operating Budgets.

Body

WHEREAS, the attached 2027 Budget Calendar identifies the proposed schedule for consideration of the 2027 Budget, with Budget Adoption by the Common Council scheduled for the week of November 19th, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby establishes the following rules and procedures for the deliberation of the 2027 Executive Operating and Capital Budgets as amended by the Finance Committee:

1) All proposed amendments to be reviewed and distributed in advance of the Common Council meeting must be submitted to the Finance Department by email no later than 12:00pm on Wednesday, November 4th, 2026. The Finance Department staff will prepare fiscal notes and distribute a list of the proposed amendments by Friday, November 6th, 2026, at 1:00pm

2) In the case of amendments from the floor of the Council, members may consider an amendment to a proposed amendment as well as other amendments that are written and distributed to Council members

3) Proposed amendments must have two sponsors to be considered by the Council.

BE IT FURTHER RESOLVED, that the above rules shall be in effect for the deliberation of the 2027 Capital and Operating Budgets on Tuesday, November 10th, Wednesday, November 11th, and Thursday, November 12th, if meetings are held.

BE IT FURTHER RESOLVED, that the November 10th and November 11th meetings of the Council shall recess or adjourn not later than 12:00 am (Midnight) unless the Council by a 2/3 vote agrees to extend the time of recess to a different time.

BE IT FINALLY RESOLVED, that any rules or procedures that are inconsistent with the above rules are suspended for these meetings pursuant to the provisions of Section 2.34 of the Madison General Ordinances.

Key Dates for 2027 Budget Development

Capital Budget

- Kick Off: **March 17**
- Agency Requests Due: **April 17**
- Agency Briefings: **May 13-15**
- Executive Budget Introduced: **September 8**
- FC Briefings: **September 14-15**
- FC Amendment Meeting: **September 28**
- CC Budget Meetings: **November 10-12**

Operating Budget

- Kick Off: **June 9**
- Agency Requests Due: **July 17**
- Agency Briefings: **August 12-21**
- Executive Budget Introduced: **October 6**
- FC Briefings: **October 12-13**
- FC Amendment Meeting: **October 26**
- CC Budget Meetings: **November 10-12**

*FC = Finance Committee
*CC = Common Council

Detailed Timeline for FC and CC Hearings

		Capital	Operating
1.	Mayor Introduces Executive Budget	• September 8	• October 6
2.	Finance Committee (FC) Hearings	*Agencies present budget; alders have opportunity to ask questions*	
		• September 14 & 15	• October 12 & 13
3.	FC Amendment Week	*Alders submit requests to budget analysts; analysts review and publish amendments*	
		• September 16 – 23 • Alders submit by Weds., Sept. 23 at 12pm • Finance publishes by Fri., Sept 25 at 1pm	• October 14 – 21 • Alders submit by Weds., Oct. 21 at 12pm • Finance publishes by Fri., Oct 23 at 1pm
4.	FC Vote on Amendments	• September 28	• October 26
5.	City Council Amendments	*Alders propose amendments to **capital and operating** budgets for CC deliberations* • October 27 – November 4 • Alders submit by **Weds., Nov. 4 at 12pm** • Analysts publish by **Fri., Nov. 6 at 1pm**	
6.	City Council Adoption	Up to three (3) CC meetings to vote on amendments and adopt budget • November 10, 11, 12	

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 93492

File ID:	93492	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/04/2026
File Name:	Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.			**Final Action:**	

Title: Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.

Notes:

Sponsors:	Sabrina V. Madison And Regina M. Vidaver	**Effective Date:**	
Attachments:	Memo- 2026 Certification to the Tax Roll.pdf, Item 2 - Resolution - 2026 Certification to the Tax Roll.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	06/04/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Common Council (7/21/26)					
1	WATER UTILITY BOARD	06/24/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	Action Text:	Motion by Alder Vidaver, seconded by Callisto, to RETURN TO LEAD WITH THE RECOMMENDATION FOR APPROVAL authorizing the Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions. Motion carried by voice vote/other.					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

Text of Legislative File 93492

Fiscal Note

City of Madison water and sewer utilities provide service to customers outside the City of Madison to the following local jurisdictions:
Cities of Fitchburg, Middleton, and Monona
Towns of Blooming Grove, Burke, Middleton, and Verona
Villages of Maple Bluff, McFarland, and Shorewood Hills
The Madison Water Utility administers the billing service for water and sewer service to residents in these other jurisdictions. All delinquent water and sewer bills for these other local jurisdictions with due dates between September 23, 2025 thru September 21, 2026 will get transferred into the respective local jurisdiction's tax rolls for eventual collection. This resolution is one of the necessary steps to aid those jurisdictions to accomplish this. No appropriation is required.
Madison Water Utility is currently exploring options to address water affordability for all City residents subject to existing regulatory guidelines.

Title

Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.

Body

WHEREAS, Madison Water Utility administers the billing system for the City of Madison Municipal Services Bill, which includes water, sewer, stormwater, landfill remediation, urban forestry charges and Resource Recovery; and
WHEREAS, the City water and sewer utilities provide service to customers outside the City of Madison in accordance with Madison General Ordinances Section 13.16(2) and Section 35.02; and
WHEREAS, the City water and sewer utilities are authorized under section 66.0809(3) of Wisconsin Statutes to certify amounts owed in arrears to the utilities to the tax rolls of the appropriate town, village, or city;
NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes Madison Water Utility's General Manager to certify the 2026 tax rolls to the towns of Blooming Grove, Burke, Middleton, and Verona, of the villages of Maple Bluff, McFarland, and Shorewood Hills, and the cities of Fitchburg, Middleton, and Monona any delinquent municipal services bills, water or sewer main assessment installations, and water and sewer lateral charges.

Madison Water Utility
www.madisonwater.org • 119 East Olin Avenue, Madison, WI 53713 • TEL 608-266-4651 • FAX 608-266-4426

MEMORANDUM

Date: June 24, 2026

To: Water Utility Board

From: Krishna Kumar, General Manager
January Vang, Finance Manager

Subject: Authorize Madison Water Utility's general manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of **other governmental units** for delinquent accounts in those jurisdictions

RECOMMENDATION:

Staff request authorization for the general manager to certify the 2026 tax rolls on behalf of the towns of Blooming Grove, Burke, Middleton, and Verona, of the villages of Maple Bluff, McFarland, and Shorewood Hills, and the cities of Fitchburg, Middleton, and Monona for any delinquent municipal services bills, water or sewer main assessment installations, and water and sewer lateral charges.

BACKGROUND

City of Madison water and sewer utilities provide service to customers outside the City of Madison to the following ten local jurisdictions:

1. Cities of Fitchburg, Middleton, and Monona (3)
2. Towns of Blooming Grove, Burke, Middleton, and Verona (4)
3. Villages of Maple Bluff, McFarland, and Shorewood Hills (3)

The Madison Water Utility administers the billing service for water and sewer service to residents in these ten other local governmental jurisdictions. These other jurisdictions desire that all delinquent water and sewer related bills, assessments, and charges with due dates between September 23, 2025 thru September 21, 2026 be transferred into their respective 2026 tax rolls for eventual collection. This resolution is one of the necessary steps to aid those ten local jurisdictions to accomplish this. No appropriation is required.

LEGISLATIVE PATH:

06/24/26 – Water Utility Board
07/07/26 – Common Council (Introduction)
07/13/26 – Finance Committee
07/21/26 – Common Council (Final Approval)

ATTACHMENT:

1. Resolution Legislation Details (File # 93492) authorizing general manager to certify the 2026 tax rolls on behalf of other governmental units.

City of Madison

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

Master

File Number: 93492

File ID:	93492	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	06/04/2026
File Name:	Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.			**Final Action:**	

Title: Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.

Notes:

Sponsors:	Sabrina V. Madison And Regina M. Vidaver	**Effective Date:**	
Attachments:	Memo- 2026 Certification to the Tax Roll.pdf, Item 2 - Resolution - 2026 Certification to the Tax Roll.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	06/04/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Water Utility Board (6/24/26), Common Council (7/21/26)					

Text of Legislative File 93492

Fiscal Note

City of Madison water and sewer utilities provide service to customers outside the City of Madison to the following local jurisdictions:
Cities of Fitchburg, Middleton, and Monona
Towns of Blooming Grove, Burke, Middleton, and Verona
Villages of Maple Bluff, McFarland, and Shorewood Hills
The Madison Water Utility administers the billing service for water and sewer service to residents in these other jurisdictions. All delinquent water and sewer bills for these other local jurisdictions with due dates between September 23, 2025 thru September 21, 2026 will get transferred into the respective local jurisdiction’s tax rolls for eventual collection. This resolution

is one of the necessary steps to aid those jurisdictions to accomplish this. No appropriation is required.

Madison Water Utility is currently exploring options to address water affordability for all City residents subject to existing regulatory guidelines.

Title

Authorizing Madison Water Utility's General Manager to certify municipal services bills, assessments, and charges to the 2026 tax rolls of other governmental units for delinquent accounts in those jurisdictions.

Body

WHEREAS, Madison Water Utility administers the billing system for the City of Madison Municipal Services Bill, which includes water, sewer, stormwater, landfill remediation, urban forestry charges and Resource Recovery; and

WHEREAS, the City water and sewer utilities provide service to customers outside the City of Madison in accordance with Madison General Ordinances Section 13.16(2) and Section 35.02; and

WHEREAS, the City water and sewer utilities are authorized under section 66.0809(3) of Wisconsin Statutes to certify amounts owed in arrears to the utilities to the tax rolls of the appropriate town, village, or city;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes Madison Water Utility's General Manager to certify the 2026 tax rolls to the towns of Blooming Grove, Burke, Middleton, and Verona, of the villages of Maple Bluff, McFarland, and Shorewood Hills, and the cities of Fitchburg, Middleton, and Monona any delinquent municipal services bills, water or sewer main assessment installations, and water and sewer lateral charges.

City of Madison

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

Master

File Number: 93752

File ID:	93752	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	06/26/2026
File Name:	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (various alder districts, citywide)			**Final Action:**	

Title: Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Citywide)

Notes:

Sponsors:	Tag Evers And Regina M. Vidaver	**Effective Date:**	
Attachments:	Memo - SFY27 MWU Declaring Intent for SDWLP Reimbursements.pdf, Resolution No 93752 Declaring Official Intent to Reimburse Expenditures from Proceeds.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	06/26/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Water Utility Board (7/28/26), Common Council (8/4/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					
	Notes:	Additional referral to Water Utility Board.					
1	FINANCE COMMITTEE	07/07/2026	Referred	WATER UTILITY BOARD			
	Action Text:	This Resolution was Referred to the WATER UTILITY BOARD					

Text of Legislative File 93752

Fiscal Note

The proposed resolution acknowledges that the City of Madison Water Utility will request reimbursement on eligible capital project expenses through the State of Wisconsin DNR's Safe Drinking Water Loan Program's reduced interest rate loan program. There are no direct fiscal

impacts from this proposed resolution.

Title

Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Citywide)

Body

WHEREAS, Madison Water Utility, on behalf of the City of Madison, Dane County, Wisconsin (the "Municipality") intends to complete several public works improvements projects, as identified within Projects: 4837-14, in the Wisconsin DNR Safe Drinking Water Loan Program 2026 Fiscal Year Project Priority List (the "Projects"); and

WHEREAS, the Municipality expects to finance the Projects on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the bonds will not be issued prior to completion of the eligible Projects, the Municipality must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Projects until the Bonds are issued; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Madison, Wisconsin, that:

Section 1 - Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Projects until Bond proceeds become available.

Section 2 - Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed $1,483,500 under the State Fiscal Year 2027 Projects.

Section 3 - Unavailability of Long-Term Funds. No funds for payment of the Projects from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4 - Public Availability of Official Intent Resolution. This resolution shall be made available for public inspection at the Madison Water Utility office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5 - Effective Date. This resolution shall be effective upon its adoption and approval.

Madison Water Utility

www.madisonwater.org • 119 East Olin Avenue, Madison, WI 53713 • TEL 608-266-4651 • FAX 608-266-4426

MEMORANDUM

Date: July 28, 2026

To: Water Utility Board

From: January Vang, Interim General Manager & Finance Manager
Pete Holmgren, Chief Engineer
Adam Wiederhoeft, Design & Construction Manager

Subject: Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

This proposed resolution acknowledges that the Utility will be requesting reimbursement of eligible Capital expenditures on one 2027 Capital Project through Wisconsin Department of Natural Resources (WI-DNR) Safe Drinking Water Loan Program (SDWLP) with low-interest rate (estimated 2.475%) 30-year loan, as was similarly done by the Utility in State Fiscal Years 2023 through 2026 for prior SDWLP-eligible Utility infrastructure projects.

The proposed State Fiscal Year 2027 project intending to utilize SDWLP loan reimbursements is the proposed Lake Forest water system consolidation & replacement project, phase 1 of 3 (estimated value $1,483,500). Phase 2 is anticipated to proceed in 2028, and phase 3 in 2029.

This resolution does not have any direct fiscal impact to the City or Utility and simply acknowledges the Utility's intent to apply for SDWLP utilization related to these projects.

ATTACHMENTS:

A. Resolution 93752: Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing
B. Memo: Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

City of Madison

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

Master

File Number: 93752

File ID:	93752	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	Water Utility
				File Created Date :	06/26/2026
File Name:	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (various alder districts, citywide)			**Final Action:**	

Title: Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (various alder districts, citywide)

Notes:

Sponsors:	Tag Evers And Regina M. Vidaver	**Effective Date:**	
Attachments:	Memo - SFY27 MWU Declaring Intent for SDWLP Reimbursements.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jberndt@madisonwater.org	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	06/26/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Water Utility Board (7/28/26), Common Council (8/04/26)					

Text of Legislative File 93752

FISCAL NOTE
There are no direct fiscal impacts resulting from this proposed resolution. This resolution acknowledges that the Utility's initial/interim Capital expenditures on eligible Capital projects will be requesting reimbursement through the SDWLP's reduced interest rate loan program.

TITLE
Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (various alder districts, citywide)

BODY
WHEREAS, Madison Water Utility, on behalf of the City of Madison, Dane County, Wisconsin (the "Municipality") intends to complete several public works improvements projects, as identified within Projects: 4837-14, in the Wisconsin DNR Safe

Drinking Water Loan Program 2026 Fiscal Year Project Priority List (the "Projects"); and

WHEREAS, the Municipality expects to finance the Projects on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

WHEREAS, because the bonds will not be issued prior to completion of the eligible Projects, the Municipality must provide interim financing to cover costs of the Projects incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance moneys from its funds on hand on an interim basis to pay the costs of the Projects until the Bonds are issued; and

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Madison, Wisconsin, that:

Section 1 - Expenditure of Funds. The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Projects until Bond proceeds become available.

Section 2 - Declaration of Official Intent. The Municipality hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed $1,483,500 under the State Fiscal Year 2027 Projects.

Section 3 - Unavailability of Long-Term Funds. No funds for payment of the Projects from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4 - Public Availability of Official Intent Resolution. This resolution shall be made available for public inspection at the Madison Water Utility office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

Section 5 - Effective Date. This resolution shall be effective upon its adoption and approval.

City of Madison

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

Master

File Number: 93775

File ID:	93775	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	06/30/2026
File Name:	Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer.			**Final Action:**	

Title: Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. (District 12).

Notes: Mark Moder

Sponsors:	John P. Guequierre And Badri Lankella	**Effective Date:**	
Attachments:	PROJECT MAP.pdf, 9807.pdf, 9807 award.pdf, 93775 version 1.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/30/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction **Notes:** Finance Committee (7/13/26), Board of Public Works (7/8/26), Common Council (7/21/26)						
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other. **Notes:** Additional referral to Board of Public Works.						
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF PUBLIC WORKS			
	Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS						
1	BOARD OF PUBLIC WORKS	07/08/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	07/13/2026		Pass
	Action Text: A motion was made by Ald. Guequierre, seconded by Ald. Lankella, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE and should be returned by 7/13/2026. The motion passed by voice vote/other.						

Text of Legislative File 93775

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract 9807 Fordem Avenue - First Street Relief Sanitary Sewer in the estimated amount of $2,600,000 and amends the 2026 Adopted Sewer Utility Capital Budget. The budget amendment authorizes a net-neutral transfer of $1,200,000 existing Sewer Revenue Bond and $400,000 Sewer Reserves budget from the Cannonball Path Phase 6 project (Munis #10153), and $100,000 Sewer Reserves budget from the Government Rd Sewer Access project (Munis #16155) to the Fordem Ave First St Sanitary Upgrade project (Munis #14922) for total budget transfers of $1,700,000. Upon transferring this budget, funding for the award of the contract will be available in the Sewer Reconstruction program in the Sewer Utility Capital Budget. No additional appropriation is required.

Title

Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. (District 12).

Body

WHEREAS, The City of Madison advertised and received bids for the Public Works Contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. The City Engineer is proposing to utilize a transfer of budget authorization from Government Rd Sewer Access project (Munis #16155) and the recently bid project Cannonball Path Phase 6 (Munis #10153) project to cover costs of the relief sewer project.

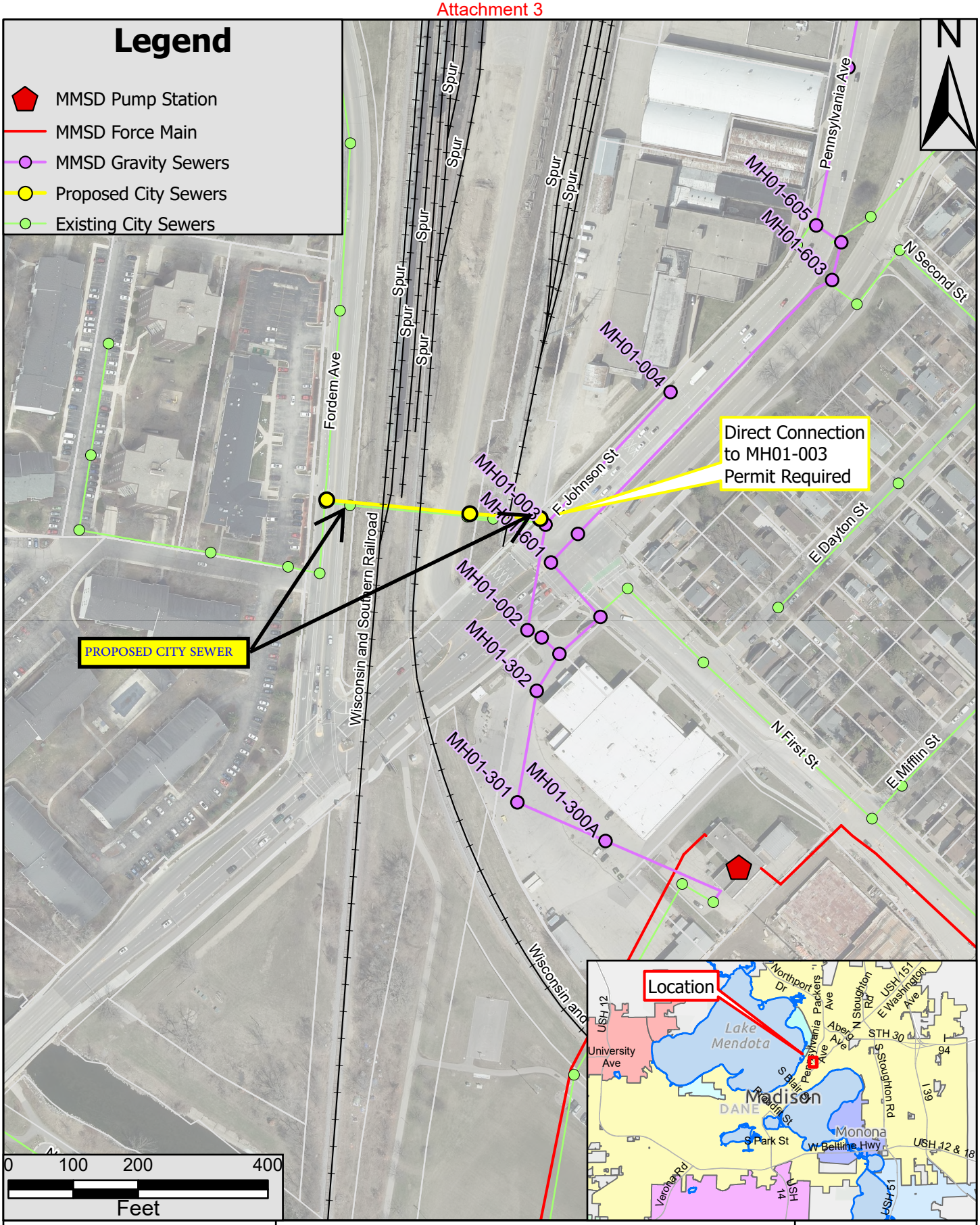
NOW, THEREFORE, BE IT RESOLVED, that the following low bid for improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting; and,

BE IT FURTHER RESOLVED, that the 2026 Sewer Utility Capital Budget be amended to transfer $1,700,000 of existing Sewer Revenue Bonds and Cash Reserves budget authority from Government Rd Sewer Access project (Munis #16155) and Cannonball Path Phase 6 (Munis #10153) to the Fordem Avenue- First Street Relief Sanitary Sewer project (MUNIS 14922); and,

BE IT FINALLY RESOLVED that the funds be encumbered to cover the costs of the projects contained herein.

See attached document (Contract No. 9807) for itemization of bids.

Attachment 3



Madison Metropolitan Sewerage District

Fordem Ave - First Street Relief Sewer

City of Madison

MMSD Plan No. 2026-011

User Name: curts

Date: 1/25/2026

Fordem Avenue - First Street Relief Sanitary Sewer
CONTRACT NO. 9807
DATE: 6/25/2026
PREQUALIFICATION: 210,275

CONTRACTORS	TOTAL BID	PREQUALIFICATION STATUS
Engineering Estimate	$1,661,828.50	
Speedway Sand & Gravel, Inc.	$2,082,004.86	OK
R. G. Huston Co., Inc.	$2,713,000.00	OK

CONTRACT NO. 9807
FORDEM AVE - FIRST STREET RELIEF SEWER

SPEEDWAY SAND & GRAVEL, INC

CONTRACT AWARD	**$ 2,082,004.86**
MAX CONTINGENCY (8%)	*$ 166,560.39*
SEWER: 14922-83-173: 54445	2,082,004.86
ACCT. CONTINGENCY 8%	166,560.39
ACCT. SUBTOTAL	2,248,565.25
GRAND TOTAL INCL. CONTINGENCY	**$ 2,248,565.25**

City of Madison

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

Master

File Number: 93775

File ID:	93775	**File Type:**	Resolution	**Status:**	ATS Review
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
Lead Referral:	FINANCE COMMITTEE	**Cost:**		**File Created Date :**	06/30/2026
File Name:	Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer.			**Final Action:**	

Title: Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. (District 12).

Notes: Mark Moder

Code Sections:		**CC Agenda Date:**	07/07/2026
Indexes:		**Agenda Number:**	8.
Sponsors:	John P. Guequierre And Badri Lankella	**Effective Date:**	
Attachments:	PROJECT MAP.pdf, 9807.pdf, 9807 award.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/1/2026	Robert Mulcahy	Approve	7/1/2026
2	1	7/9/2026	Ryan Pennington	Delegated	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	06/30/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Board of Public Works (7/8/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					
	Notes:	Additional referral to Board of Public Works.					

1	FINANCE COMMITTEE	07/07/2026 Referred	BOARD OF PUBLIC WORKS

Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS

Text of Legislative File 93775

Fiscal Note

The proposed resolution authorizes the award of Public Works Contract 9807 Fordem Avenue - First Street Relief Sanitary Sewer in the estimated amount of $2,600,000 and amends the 2026 Adopted Sewer Utility Capital Budget. The budget amendment authorizes a net-neutral transfer of $1,200,000 existing Sewer Revenue Bond and $400,000 Sewer Reserves budget from the Cannonball Path Phase 6 project (Munis #10153), and $100,000 Sewer Reserves budget from the Government Rd Sewer Access project (Munis #16155) to the Fordem Ave First St Sanitary Upgrade project (Munis #14922) for total budget transfers of $1,700,000. Upon transferring this budget, funding for the award of the contract will be available in the Sewer Reconstruction program in the Sewer Utility Capital Budget. No additional appropriation is required.

Title

Amending the 2026 Sanitary Sewer Utility Capital Budget and awarding Public Works contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. (District 12).

Body

WHEREAS, The City of Madison advertised and received bids for the Public Works Contract 9807 Fordem Avenue- First Street Relief Sanitary Sewer. The City Engineer is proposing to utilize a transfer of budget authorization from Government Rd Sewer Access project (Munis #16155) and the recently bid project Cannonball Path Phase 6 (Munis #10153) project to cover costs of the relief sewer project.

NOW, THEREFORE, BE IT RESOLVED, that the following low bid for improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting; and,

BE IT FURTHER RESOLVED, that the 2026 Sewer Utility Capital Budget be amended to transfer $1,700,000 of existing Sewer Revenue Bonds and Cash Reserves budget authority from Government Rd Sewer Access project (Munis #16155) and Cannonball Path Phase 6 (Munis #10153) to the Fordem Avenue- First Street Relief Sanitary Sewer project (MUNIS 14922); and,

BE IT FINALLY RESOLVED that the funds be encumbered to cover the costs of the projects contained herein.

See attached document (Contract No. 9807) for itemization of bids.

City of Madison

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

Master

File Number: 93777

File ID:	93777	**File Type:**	Resolution	**Status:**	Items Referred
Version:	2	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	07/01/2026
File Name:	Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; and			**Final Action:**	

Title: SUBSTITUTE. Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; ~~and~~ establishing a special revenue fund for transportation-related revenues and expenditures; and amending the budget for the North-South Bus Rapid Transit project to appropriate $15 million from the special revenue fund. . (District 4, District 6, District 13, District 14)

Notes: Chris Petykowski

Sponsors:	Noah L. Lieberman, Davy Mayer, Derek Field, Michael E. Verveer And Sean O'Brien	**Effective Date:**	
Attachments:	Park Street Jurisdictional Transfer Common Council.pdf, CH330_STHX151_EastWash_Draft.pdf, 070726_CC_public_comment.pdf, CH329_STHX151.pdf, RegistrantsReport 7.pdf, Public comment BPW meeting item 7.pdf, 93777 v1.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	07/01/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Transportation Commission (7/15/26), Board of Public Works (7/8/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

Notes: Additional referrals to Transportation Commission, Board of Public Works.

1	FINANCE COMMITTEE	07/07/2026	Referred	TRANSPORTATI ON COMMISSION		
	Action Text:	This Resolution was Referred to the TRANSPORTATION COMMISSION				
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF PUBLIC WORKS		
	Action Text:	This Resolution was Referred to the BOARD OF PUBLIC WORKS				
1	BOARD OF PUBLIC WORKS	07/08/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	07/13/2026	Pass
	Action Text:	A motion was made by Ald. Guequierre, seconded by Williams, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE and should be returned by 7/13/2026. The motion passed by voice vote/other.				

Text of Legislative File 93777

Fiscal Note

This resolution authorizes a jurisdictional transfer agreement between the City of Madison and the State of Wisconsin Department of Transportation. Under the agreement, the City will assume full responsibility for sections of US Highway 151 from the Beltline to Blair/ East Washington. The specific roadway segments subject to jurisdictional transfer are detailed in the body of the resolution and attachments.

Currently, the City and State share responsibility for these roadways. The City performs regular maintenance (e.g. snowplowing, patching potholes), the City and the State share responsibility for future reconstruction, and the State has authority for approval of any roadway changes under its policies. The City receives an annual state aid payment (Connecting Highway Aid) of approximately $300,000 to offset maintenance costs.

Under the jurisdictional transfer agreement, the City will assume full responsibility for these roadways. The State would pay $37 million to the City by September 30, 2026. This sum was calculated by WisDOT based on procedures dictated by the Wisconsin Department of Transportation Facility Development Manual chapter 4, section 5 and represents the costs of future pavement replacement between 2026 and 2035. These funds would be deposited in a new transportation special revenue fund for the purpose of transportation-related operating costs and capital improvements. The City would no longer receive the annual Connecting Highway aid for these roadways or receive state funding for future reconstruction projects for these roadways. Expenses that were previously supported with State contributions would be paid with City funds, including the funds provided through this up-front payment.

Additionally, the resolution amends the budget for the North South Bus Rapid Transit (BRT) capital project in the Transportation budget (Munis #13665) to appropriate $15 million of the funds received through the payment from the jurisdictional transfer.

Title

SUBSTITUTE. Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; ~~and~~ establishing a special revenue fund for transportation-related revenues and expenditures;

and amending the budget for the North-South Bus Rapid Transit project to appropriate $15 million from the special revenue fund. . (District 4, District 6, District 13, District 14)

Body

WHEREAS, S. Park Street from W. Badger Road to W. Washington Avenue, W. Washington Avenue from S. Park Street to Proudfit Street, Proudfit Street, North Shore Drive, John Nolen Drive from North Shore Drive to S. Blair Street, and S. Blair Street from John Nolen Drive to E. Washington Avenue currently have the status of State Connecting Highways and the designation of US 151, and;

WHEREAS, these roadways are an integral part of the city, playing an important role in moving people and goods, supporting environmental sustainability, fostering economic activity and facilitating a wide array of uses and activities, and;

WHEREAS, the responsibility for these roadways is currently shared between the Wisconsin Department of Transportation and the City of Madison, with the city performing regular maintenance, the city and the state sharing responsibility for future reconstruction, and the state having authority for approval of any roadway changes under its policies, and;

WHEREAS, the Wisconsin Department of Transportation currently pays the city Connecting Highway Aids and would provide funding for a portion of future roadway reconstruction, and;

WHEREAS, the Wisconsin Department of Transportation has found that the public good will best be served by removing these roadways from the state highway system and rerouting US 151, and;

WHEREAS, the City of Madison has concluded that its residents will benefit from the city having complete control of these roadways, and;

WHEREAS, the Wisconsin Department of Transportation and the City of Madison have reached an agreement to transfer jurisdiction of these roadways, resulting in them being city-controlled streets, and;

WHEREAS, the agreement would transfer all reconstruction, design, operational, and permitting responsibilities to the city, with the city retaining maintenance and rehabilitation responsibilities, and;

WHEREAS, investment in transportation infrastructure, including roadways, bicycle and pedestrian facilities, and transit equipment and facilities, along with the costs to operate and maintain that infrastructure, is critical to the City's economy and the well-being of its residents, and;

WHEREAS, allocating revenues toward our transportation needs will help with planning for prudent and effective investments now and in the future, and;

WHEREAS, the agreement includes a Cost to Cure payment to the city of $37,000,000., to help defray the one-time, initial capital and operating costs to maintain these additional system miles and;

WHEREAS, the North-South Bus Rapid Transit Project (N-S BRT) (Munis Project #13665) includes improvements along the Park St. corridor, and the 2025 adopted budget included up to $40 million in additional unsecured federal funds, for a total of $159.1 million in federal funds.

These funds were not expended in prior years and the budget authority carried forward into 2026; and,

WHEREAS, the City must demonstrate its available budget for the N-S BRT project to the Federal Transit Administration (FTA) to receive federal funding; and,

WHEREAS, the Wisconsin Department of Transportation previously committed $10 million for the N-S BRT project, which was not reflected as a funding source in the N-S BRT project in the city budget, but which is replaced by the funding in the Jurisdictional Transfer; and,

WHEREAS, the North-South BRT project budget has been refined based on further design and risk analysis, reducing the total project cost relative to the adopted 2025 budget;

WHEREAS, the total federal contribution is expected to be $119.1 million; and,

WHEREAS, $15 million in funding from the jurisdictional transfer agreement could be used for improvements on the Park St. corridor that would advance the N-S BRT project, therefore it would be appropriate to apply these revenues to the existing capital project.

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the Mayor to sign a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, West Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street, and;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the payment received from the Wisconsin Department of Transportation related to this Jurisdictional Transfer will be deposited to a transportation special revenue fund for the purpose of transportation-related operating costs and Capital improvements.

NOW, THEREFORE, BE IT FINALLY RESOLVED that the North South BRT project (Munis #13665) in the 2026 budget is here by amended to ~~replace the $10,000,000 of WisDOT funding with~~ appropriate $15,000,000 of funding from the jurisdictional transfer revenues to the N-S BRT project and to cancel carryforward budget authority of $40,000,000 in federal funds. ~~of Other Government Payment for Services~~.

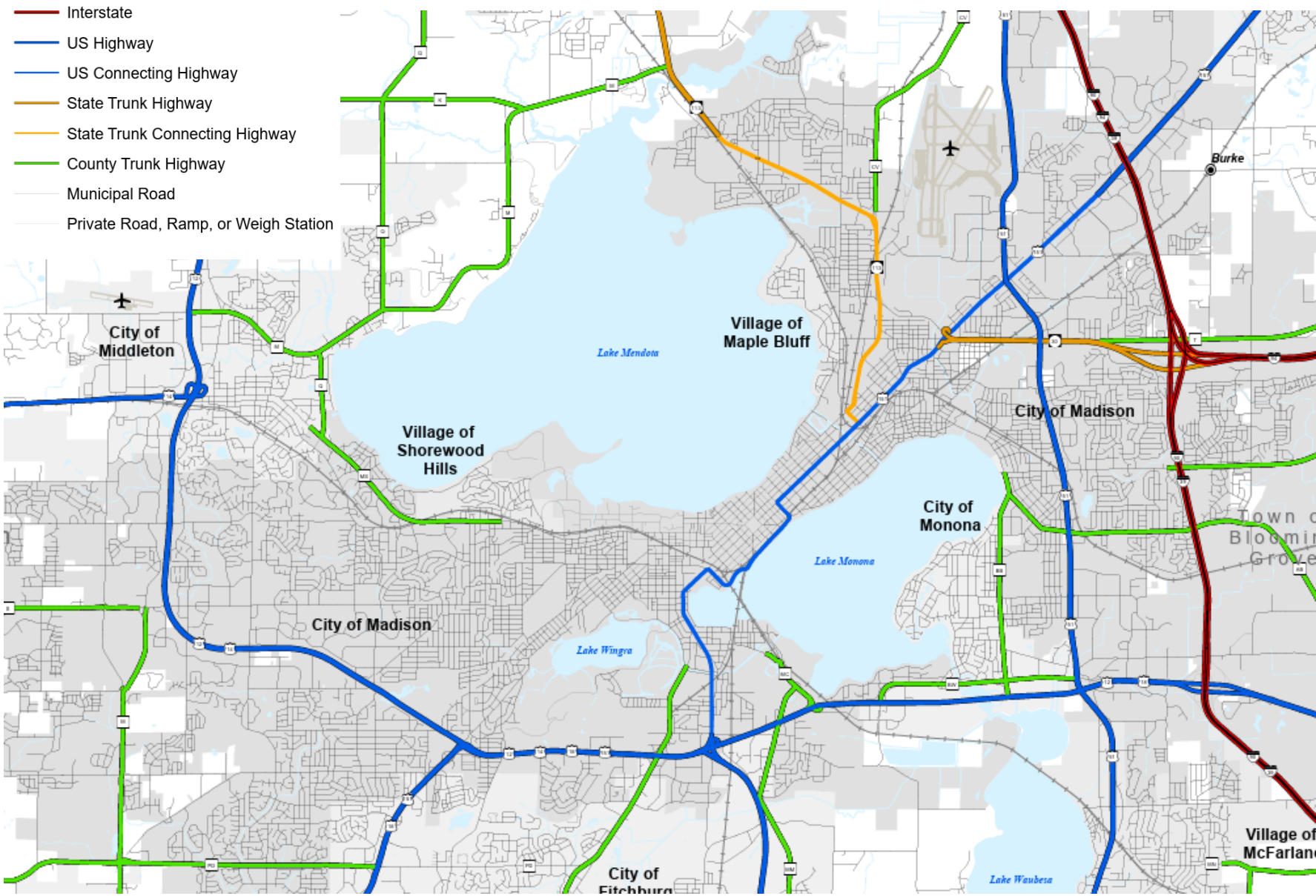
WisDOT Jurisdictional Transfer

Common Council

July 1, 2026

Street and Highway Jurisdiction:

Who's in Charge of a Road?



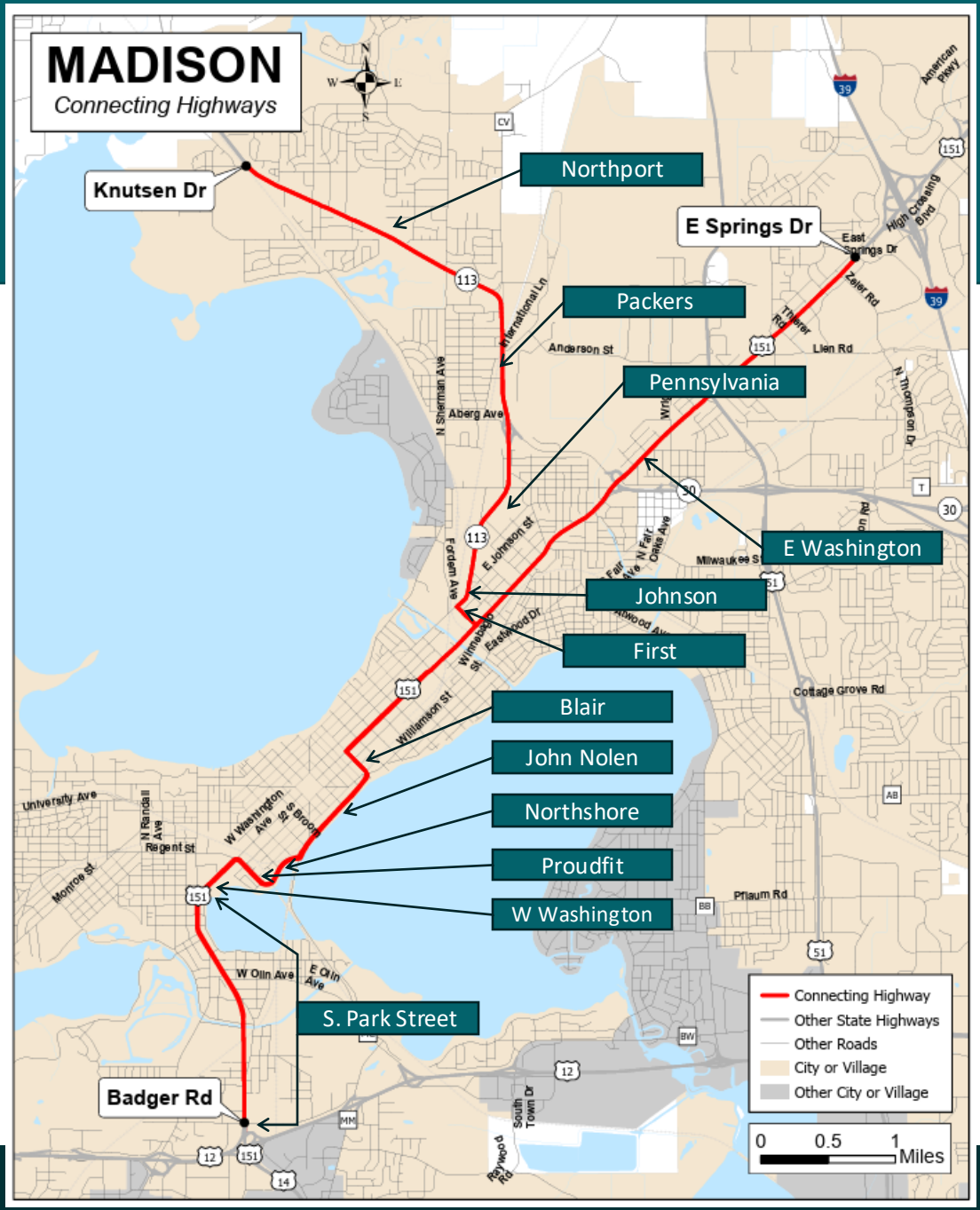
Street and Highway Jurisdiction

Street / Highway Type	Who is responsible for maintenance? (snow plowing, potholes, etc.)	Who designs it? (including signals, # of lanes, etc.)
Interstate	WisDOT	WisDOT (subject to Federal approvals)
US Highway	WisDOT	WisDOT (subject to Federal approvals)
US Connecting Highway	City of Madison (with WisDOT maintenance payments)	WisDOT w/City input or City of Madison w/ WisDOT approval
State Trunk Highway	WisDOT	WisDOT
State Trunk Connecting Highway	City of Madison (with WisDOT maintenance payments) •	WisDOT w/City input or City of Madison w/ WisDOT approval
County Trunk Highway	Dane County (unless City has agreement)	Dane County or City
Municipal Road (City Street)	City of Madison	City of Madison
Private Road	Private owner	Private owner (subject to City approvals)

What are Connecting Highways?

Local streets that carry state highways through cities and villages

- The **City maintains and operates** them
- WisDOT **reviews and approves** major maintenance and traffic control changes
- The City receives annual **Connecting Highway Aids** to help maintain them to state standards
- Reconstruction projects are a **state–local partnership** (state funding + local cost share)
  - *State generally fully funds reconstruction of two thru lanes and related typical street infrastructure*

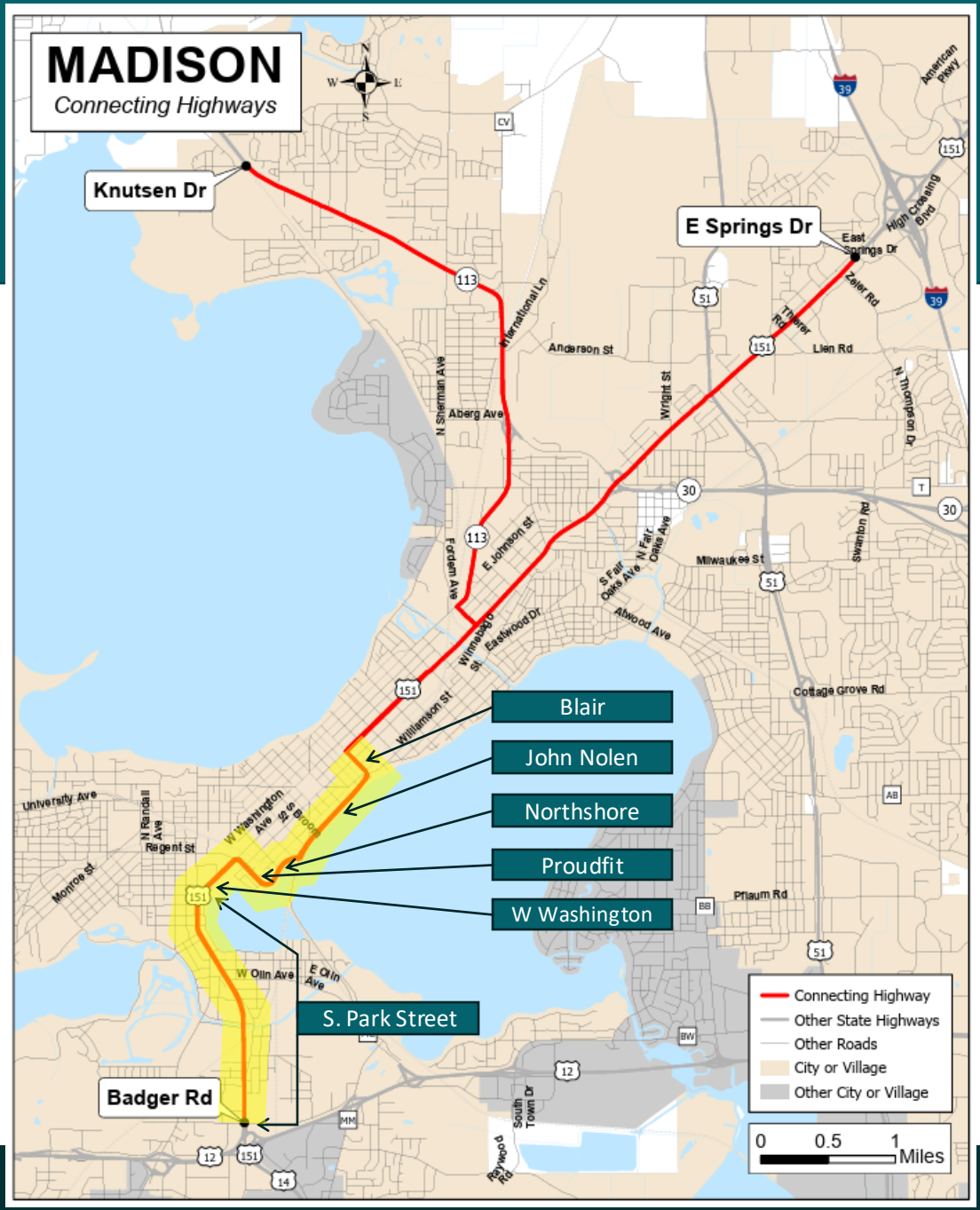


https://wisconsindot.gov/Pages/projects/data-plan/plan-res/connecting.aspx

Jurisdictional transfer

Current US 151 from the Beltline to Blair/East Washington is fully transferred from WisDOT to the city

- Park from Beltline to West Washington
- West Washington from Park to Proudfit
- Proudfit
- North Shore Drive
- John Nolen from North Shore Drive to Blair
- Blair from John Nolen to East Washington



Redesignation of 151

The US 151 designation is rerouted

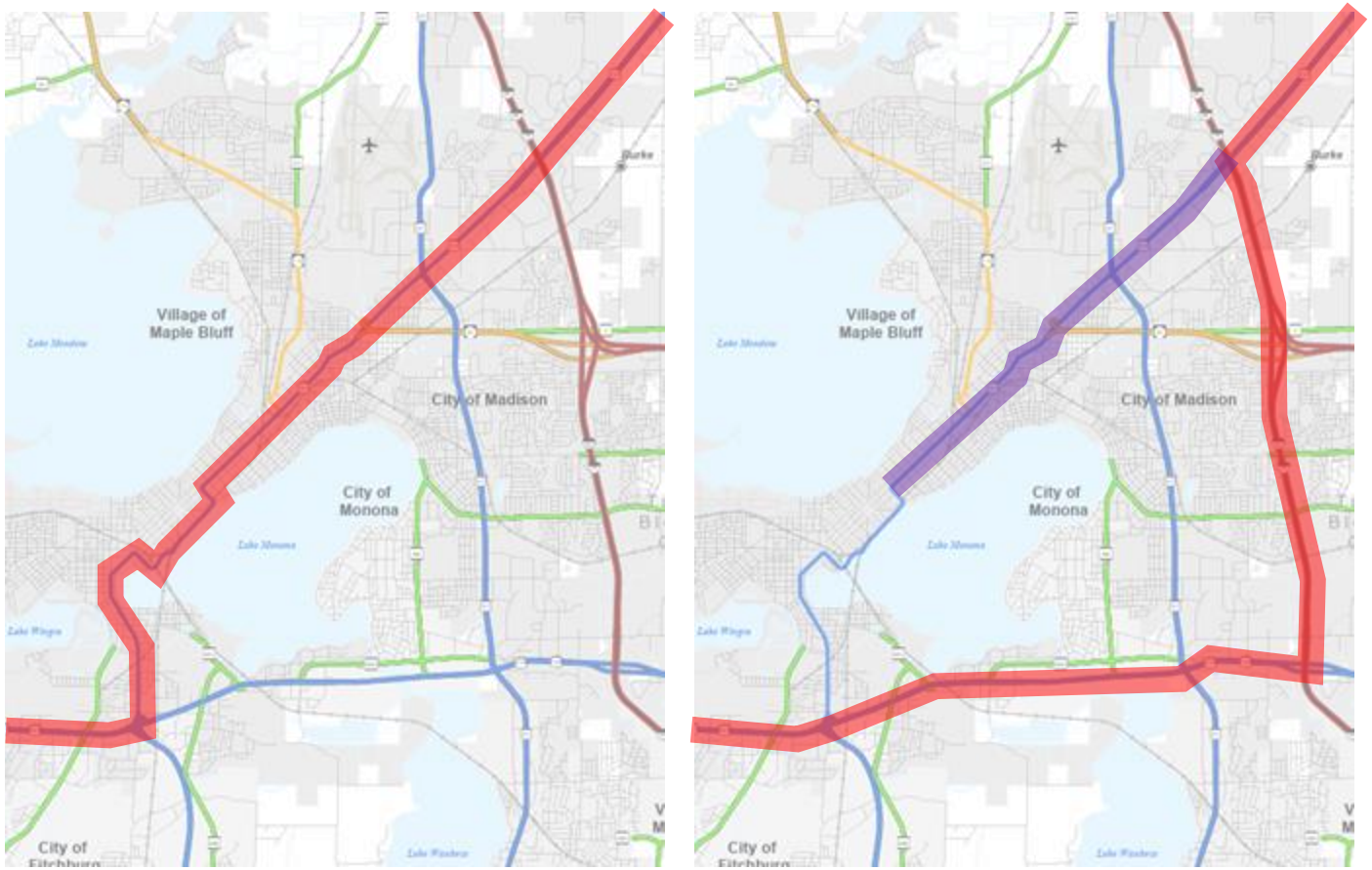
- US 151 extends from near Cedar Rapids, IA to Mantiowoc, WI
- New path follows Beltline, Interstate
- For through traffic: 0.8 miles longer but 8 minutes faster

New designation for East Washington

- Spur route from Interstate/East Washington to Interstate/Blair
- Will not be a posted highway number

Roadways remain part of the National Highway System

- Eligible for some federal funds
- Some design standards apply



Agreement structure

- First agreement
  - Rescinds state connecting highway status from Badger to East Springs
  - Reverts West Washington, Proudfit, Lakeshore, John Nolen, Blair to city
  - Jurisdictionally transfers Park Street to city
  - Adds East Washington back as connecting highway
  - Reroutes 151
  - Transfers maintenance responsibilities
  - Pays $37m to city by Sept 30, 2026
  - Prohibits use of STP-Urban funds on roadways for 10 years

- Second agreement
  - Adds a connecting highway designation to East Washington

segment	roadway	Rescind connecting highway (sec 3)	Revert to local (sec 4)	Revert to state trunk (sec 4)	transfer to city (sec 5)	Add to state turnk (sec 6)	Reoute highway designation (sec 7)	Add connecting highway (second agreement)	Cost to cure	result	City access rights	City permitting	No state maintenance	City daily maintenance	
1	Park Street	x		x	x				$9.5m 1-A $5m 1-B $8m 1-C	City roadway	x	x	x	x	Park/Badger signal ops unchanged
2	West Washington	x	x						none	City roadway	x	x	x	x	
3	Proudfit, Lakeshore	x	x						$2m	City roadway	x	x	x	x	
4	John Nolen	x	x						$12.5m	City roadway	x	x	x	x	
5	Blair	x	x						none	City roadway	x	x	x	x	E Wash /Blair signal ops unchanged
6	East Washington (Blair to East Springs)	x		x				x		Connecting Highway	x	x		x	
7 (overlaps 6)	East Washington (Blair to interchange)					x				New highway number					
8	Beltline/Interstate									New route for 151					

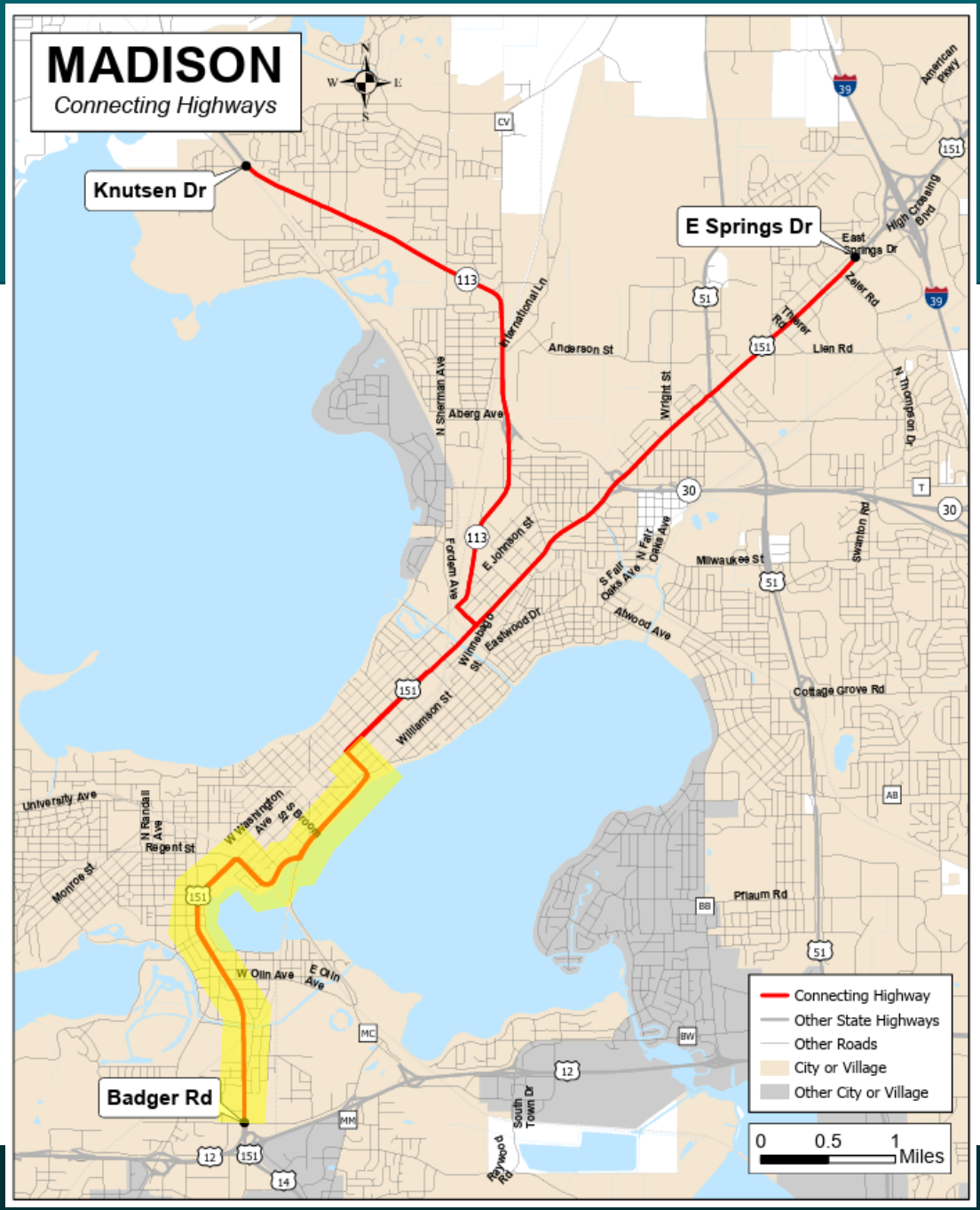
Financial considerations

City of Madison no longer receives state connecting highway funding for portion transferred

- No **Connecting Highway Aids** (~$300K per year)
- No state funding for future reconstruction

City of Madison receives one time transfer

- $37 million from WisDOT to City of Madison
- Will be placed in a new fund for transportation projects
- Up to $15 million of that allocated to Park Street reconstruction (replacing $10 million in WisDOT reconstruction funding)
- Future reconstruction needs have been identified for the streets in the corridor.



Why do this?

Benefits

- More logical route for 151 that matches travel patterns
- Full design control for City of Madison
- Up front payment for reconstruction

Costs

- No state connecting highway aids
- No state funding for future reconstruction

Does not change

- No change in roadway connectivity
- No change in maintenance responsibility

Actions going forward

Approval by City of Madison

- Common Council and committees
- Signature by mayor

Approval by WisDOT

- Signature by secretary
- Application to the AASHTO Special Committee on U.S. Route Numbering for final approval

Questions?

AGREEMENT FOR
CONNECTING HIGHWAY CHANGE NUMBER 330
PERTAINING TO
STATE TRUNK HIGHWAY X151
BLAIR STREET TO EAST SPRINGS DRIVE
CITY OF MADISON
DANE COUNTY

1. Introduction

The Wisconsin Department of Transportation (DEPARTMENT) has proposed a Connecting Highway Change in the city of Madison (CITY) in Dane County, whereby:

- A portion of STH X151 will be designated as a Connecting Highway.

2. Statutory Authority of State Highway Change

All determinations and decisions herein and hereafter described are made in accordance with Section 86.32(1) of the Wisconsin State Statutes whereby the DEPARTMENT is proposing Connecting Highway Change Number 330 to add a segment of Connecting Highway in the CITY.

3. Determination and Description of Highway Segment To Be Designated A Connecting Highway

The DEPARTMENT hereby finds, determines and makes this decision that the public good will best be served by designating as a Connecting Highway, the highway described as:

Segment 1- STH X151

Beginning at a point on STH X151 at intersection of Blair Street to East Springs Drive. Said segment is depicted on **Attachment** 1 as **Segment** 1.

The segment length of this addition is 5.56 miles.

4. Physical and Effective Date of Change

The physical and effective date for the determination action for the Connecting Highway designation described in Section 3 is the signature date shown on the bottom of this document.

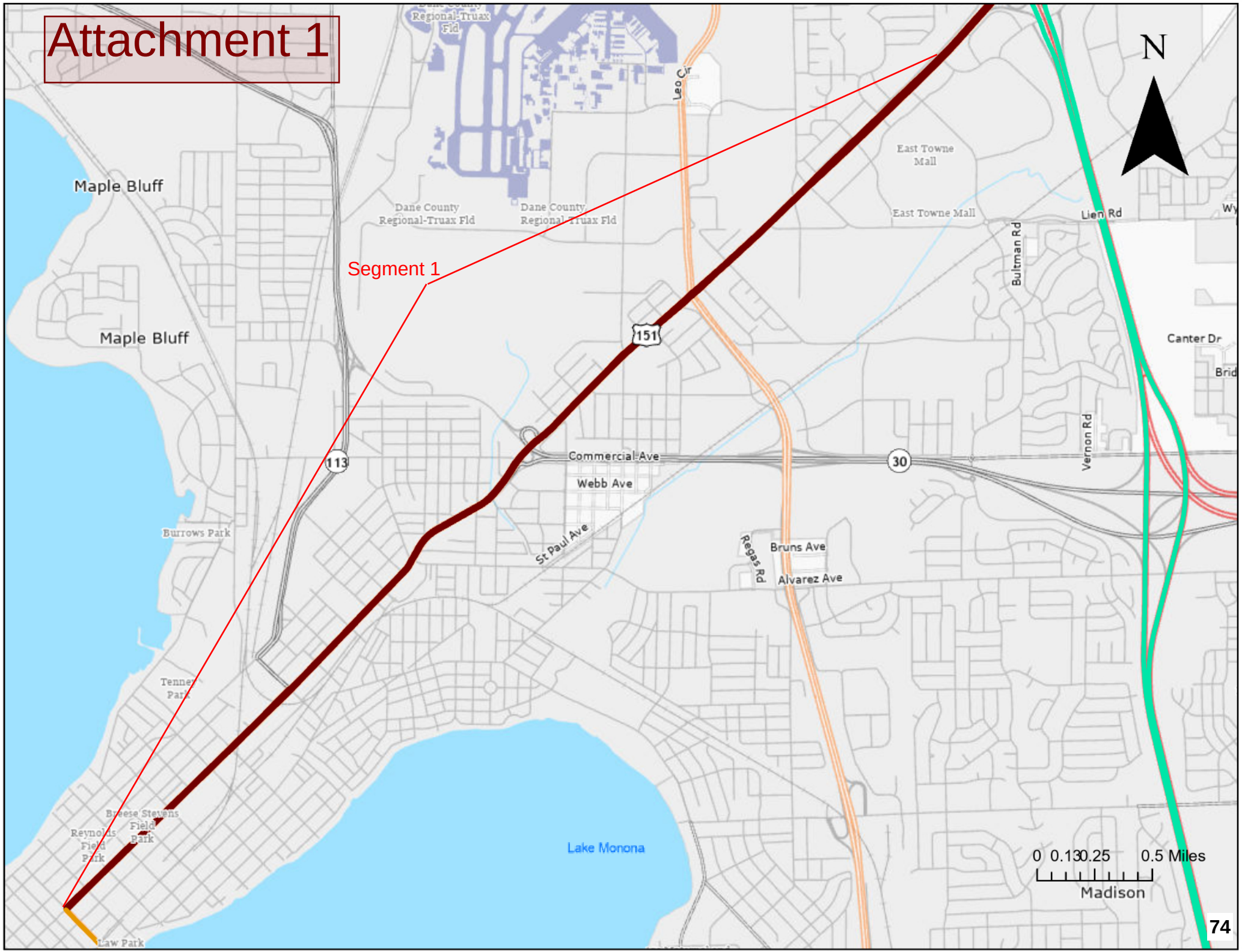
DRAFT

Approved for the Wisconsin Department of Transportation by:

_____	_____
Rebecca Burkel Administrator Division of Transportation System Development Wisconsin Department of Transportation	Date
_____	_____
Local	Date

DRAFT

Attachment 1



Fields, Debbie

From: Siddiqua DeShazer <siddiqpd@gmail.com>
Sent: Tuesday, July 7, 2026 2:11 PM
To: Madison, Sabrina; All Alders; Mayor; Board of Public Works; Finance Committee; swr.dtsd@dot.wi.gov; Vision Zero; cityclerk@cityofmadison.com
Subject: OPPOSITION: Jurisdictional Transfer (Park St/John Nolen) — Beltline Hazards, Regressive Enforcement, & Budget Deficits 7/8/26 Board of Public Works

Some people who received this message don't often get email from siddiqpd@gmail.com. Learn why this is important

Caution: This email was sent from an external source. Avoid unknown links and attachments.

To Alder Madison, the Common Council, City Clerk, and Mayor Rhodes-Conway:

I am writing as a resident of District 17 (3346 Forest Run) to formally put my opposition to the jurisdictional transfer of S. Park Street, W. Washington Avenue, and John Nolen Drive on the official written record. The current proposal represents a contradiction in the city's fiscal prioritization, traffic flow logic, and approach to equitable justice.

1. The Mechanical Failure: Displacing Hazards onto the Beltline

As a daily commuter on the Beltline, I observe the severe congestion at the US-151/Park Street exit, which routinely backs up past Fish Hatchery Road. Because the exit acts as a constricted valve, any Vision Zero lane reduction on Park Street will drastically reduce the volume of vehicles that can exit the highway per minute. This will mathematically push the dead-stop traffic line further back onto the high-speed interstate, creating a lethal rear-end collision zone. The city's proposal does not eliminate traffic violence; it displaces it onto WisDOT's high-speed corridor.

2. The Restorative Justice Void & Un-Audited Enforcement

The city relies on the tragic death of Sasha Rosen to justify this transfer. However, MPD records confirm the intersection already had a 25 mph limit and active flashing warning beacons. The driver ignored them while traveling 62 mph. Passive engineering cannot fix active non-compliance. Furthermore, relying on physical policing defaults to a regressive financial citation system. Financial fines punish our lowest-income neighbors the hardest while acting as a mere "cost of speeding" for the wealthy. If the city truly wants a progressive Vision Zero, it must advocate for automated enforcement (cameras) paired with restorative justice diversion programs (community volunteering/education). Instead of absorbing road debt, Madison should pool its resources with Milwaukee to lobby the state legislature to repeal the ban on automated enforcement.

3. The Fiscal Contradiction: Capital Grants vs. Operating Liabilities

Proponents of this transfer frequently state that federal Safe Streets grants or Capital funds will pay for the road redesign, indicating it does not affect our operating budget for social services. This overlooks a critical structural liability. While Capital grants may pay for the initial paint, taking jurisdiction of a state highway transfers the long-term Operating liabilities to the city.

Currently, WisDOT pays the daily costs for plowing, winter salting, and heavy base-patching on these corridors. If Madison takes ownership, the cost of that daily maintenance permanently shifts onto the city's General Operating Fund. This is the exact same bucket of money that is currently facing a $3.3 million deficit to provide 24/7 staffing at the new Bartillon men's shelter.

Furthermore, in November 2024, Madison taxpayers passed a historic $22 million operating referendum purely to keep basic city services running, concurrent with a massive $550 million MMSD school referendum. Taxpayers are already stretched to their absolute limits funding our schools and keeping the city's lights on. We cannot claim operating budget austerity when evaluating a $3.3 million gap for unhoused residents, while simultaneously volunteering to permanently absorb WisDOT's operating liabilities for regional highways. Every mile of state highway we absorb mathematically drains the exact same General Fund we need for community care. You cannot separate the road from the ledger.

I urge you to vote against this transfer. Keep the physical and fiscal liability of state highways with the state.

One love,
Siddiqua DeShazer
3346 Forest Run CT
Madison, WI 53704

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
CONNECTING HIGHWAY CHANGE NUMBER 329
And
STATE TRUNK HIGHWAY JURISDICTIONAL TRANSFER NUMBER 389
And
STATE TRUNK HIGHWAY SYSTEM CHANGE NUMBER 880
PERTAINING TO
UNITED STATES HIGHWAY 151 (USH 151) AND
STATE HIGHWAY X151 (STH X151)
DANE COUNTY

DRAFT

1. Introduction

The Wisconsin Department of Transportation (DEPARTMENT) has proposed a change to a segment of the State Trunk Highway System in the city of Madison, city of Monona and town of Burke, in Dane County, whereby a segment of USH 151 will be rerouted to run concurrent with USH 12, USH 18, Interstate Highway 39 (IH 39), IH 90 and IH 94. Additionally, the DEPARTMENT has proposed a change to the State Trunk Highway System in the city of Madison, in Dane County, whereby the new highway numbered STH X151 will be established over existing local road system. These actions require the recission of the existing Connecting Highway of USH 151 within the city of Madison (CITY) in addition to a jurisdictional transfer of a portion of USH 151 predating Connecting Highway and Connecting Street legislation. These actions require no new construction or the acquisition of real property to accommodate the relocation of USH 151.

2. Statutory Authority

All determinations and decisions herein and hereafter described are made in accordance with Section 86.32(1) of the Wisconsin State Statutes whereby the DEPARTMENT is proposing Connecting Highway Change Number 329 to rescind a segment of Connecting Highway in the CITY.

All determinations and decisions herein and hereafter described are made in accordance with Section 84.02(8)(a)(b)(c) of the Wisconsin State Statutes whereby the DEPARTMENT may make additions and deletions to the state trunk highway system by entering into a jurisdictional transfer agreement with any local unit of government, and may contain any terms and conditions that the department and the local unit of government may deem necessary regarding maintenance or rehabilitation of any highway transferred.

All determinations and decisions herein and hereafter described are made in accordance with Section 84.02(1) and (3) (a) of the Wisconsin State Statutes whereby the DEPARTMENT is proposing to lay out and establish a segment of state trunk highway by way of a new location and having a distance along the deviation from the existing location of greater than 5 miles.

3. Determination and Description of Highway Segment Where Connecting Highway Designation Is To Be Rescinded

The DEPARTMENT rescinds the Connecting Highway designation from the following segment of highway described as:

Segment 1 - USH 151

Beginning at the intersection of West Badger Road to the intersection of West Washington Avenue, depicted on **Attachment 1** as **Segment 1**.

Segment 1 is approximately 1.79 miles.

Segment 2 - USH 151

Beginning at a point on USH 151 starting at the intersection of West Washington and Park Street to the intersection of Regent Street, depicted on **Attachment 1** as **Segment 2**.

Segment 2 is approximately 0.4 miles.

Segment 3 - USH 151

Beginning at the intersection of West Washington Avenue to the intersection of John Nolen Drive, depicted on **Attachment 1** as **Segment 3**.

Segment 3 is approximately 0.63 miles

Segment 4 - USH 151

Beginning at the intersection of John Nolen Drive to the intersection of Blair Street, depicted on **Attachment 1** as **Segment 4**.

Segment 4 is approximately 0.83 miles

Segment 5 - USH 151

Beginning at the intersection of Blair Street to the intersection of East Washington Avenue, depicted on **Attachment 1** as **Segment 5**.

Segment 5 is approximately 0.21 miles

Segment 6 - USH 151

Beginning at a point on USH 151 starting at the intersection of Blair Street to the intersection of East Springs Drive, depicted on **Attachment** 1 as **Segment** 6.

Segment 6 is approximately 5.30 miles.

4. <u>Disposition of Highway Segment Where Connecting Highway Designation Was Rescinded</u>

The Department has determined that upon rescission of the connecting highway designation the underlying highway of Segment 1 will revert to a state trunk highway under the sole jurisdictional authority of the Department. This action is executed concurrently with Jurisdictional Transfer Agreement 389.

The Department has determined that upon rescission of the connecting highway designation the underlying highway will revert to local jurisdiction as a city roadway for Segments 2, 3, 4, 5.

The Department has determined that upon rescission of the connecting highway designation the underlying highway of Segment 6 will revert to a state trunk highway under the sole jurisdictional authority of the Department. This action is executed concurrently with Connecting Highway Agreement 330 and State Highway Change 880.

DRAFT

5. **Determination and Description of State Highway Segment To Be Jurisdictionally Transferred by the Department to Local Jurisdiction**

The DEPARTMENT hereby finds that the public good will best be served by removing from the State Trunk Highway System, by jurisdictional transfer, the highway described as Segment 1.

6. **Determination and Description of State Highway Segment To Be Added To State Trunk Highway System**

The DEPARTMENT hereby finds that the public good will best be served by adding to the State Trunk Highway System the highway described as:

Segment 7- STH X151

> Beginning at a point at the intersection of USH 151 and Blair Street, easterly through the interchange of IH 39/90/94 and East Washington Avenue depicted on **Attachment 2 as Segment 7**.

Segment 7 is approximately 6.1 miles.

7. **Determination and Description of State Highway Segment To Be Rerouted Over The Existing State Trunk Highway System**

The DEPARTMENT hereby finds that the public good will best be served by adding to the State Trunk Highway System, the highway described as:

Segment 8 – USH 151

> Beginning at a point at the interchange of USH 12/18 and USH 14 in the city of Madison, easterly to the interchange of IH 39 and IH 90 and USH 12/18. Then northly through the interchange of IH 39/90 and IH 94 in the town of Burke, continuing northerly to the interchange of IH39/90/94 and East Washington Avenue in the city of Madison depicted as **Segment 8** on **Attachment 3**.

Segment 8 is 12.9 miles.

8. **Physical and Effective Date of Change**

The physical date for the removal from the State Trunk Highway of the highway segments noted in Section 3 and 5 shall be the date ####

The effective date for the determination action for the removal from the State Trunk Highway system of the highway segments noted in Section 3 and 5, is the signature date shown on the bottom of this document.

The physical date for the addition to the State Trunk Highway of the highway segments noted in Section 6 and 7 shall be the date ####

The effective date for the determination action for the addition to the State Trunk Highway system of the highway segments noted in Section 6 and 7, is the signature date shown on the bottom of this document.

DRAFT

9. Other Considerations

The Department has determined that Other Considerations should be included with the state highway changes herein identified:

RIGHT-OF-WAY

- The DEPARTMENT will retain ownership of all highway right-of-way acquired by fee.

ACCESS

- The DEPARTMENT will convey access rights to the City along Segments 1, 2, 3, 4, and 5 except where the DEPARTMENT has access rights by fee.

UTILITIES AND OTHER NON-ACCESS PERMITS

- The City will be the permitting authority on Segments 1, 2, 3, 4, and 5.

HIGHWAY MAINTENANCE AGREEMTNS

- This Agreement relieves the DEPARTMENT from all maintenance responsibilities or other preexisting obligations on Segments 1, 2, 3, 4, and 5 of highway transferred to the City except those noted in Wisconsin Statute section 84.10255. WisDOT shall transfer maintenance responsibilities for Segment 6 under Connecting Highway Agreement 330.

DAILY MAINTENANCE RESONSIBILTY

- The City will continue to perform daily maintenance on segments 1, 2, 3, 4, and 5.

FACILITIES TO BE JURISDICTIONALLY RETAINED BY THE DEPARTMENT

- No facilities will be retained by the Department on Segments 1, 2, 3,4, and 5.

CAPITALIZATION OF MAINTENANCE COSTS FOR ADDITIONAL NET MILES ASSIGNED

- WisDOT shall make no payment for the Capitalization of Maintenance costs to the City.

SYSTEM ROUTING AND NAMING CONVENTIONS

- The following Segments will revert to their local names.
    - Segment 1 will be named “Park Street.”
    - Segment 2 will be named “West Washington Avenue.”
    - Segment 3 will be named “Proudfit Street” from the intersection of West Washington Ave to West Brittingham Place.
    - Segment 3 will be named “North Shore Drive” from West Brittingham Place to John Nolen Drive.
    - Segment 4 will be named “John Nolen Drive.”
    - Segment 5 will be named “Blair Street.”

TRAFFIC OPERATIONS

- Signal operations at West Badger and Park St will continue to follow the existing “Traffic Signal and Lighting Maintenance Agreement” between the DEPARTMENT and the City.
- Signal operations at the intersection of East Washington and Blair Street will continue to follow the “Cooperative Agreement for the East-West Bus Rapid Transit Project” signed by the City on May 24th 2022.

SYNCHRONIZING GENERAL TRANSPORATION AID PAYMENTS

- No synchronization of General Transportation Aid will be done for this transfer.

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HISTORICAL PRESERVATION

- Significant work for this transfer will be the removal of USH 151 highway signs by the DEPARTMENT on the segments transferred to the City. Any impacts to historical properties will be avoided for the work to complete the jurisdictional transfer.

REHABILITATION/RECONSTRUCTION TREATMENTS

Segment Designation

- Segment 1 is subdivided into three parts for the cost to cure payment.
    - Segment 1-A begins at the intersection of West Badger Road northerly to the Wisconsin & Southern Railroad crossing depicted as Segment 1-A in Attachment 4.
    - Segment 1-B begins at the Wisconsin & Southern Railroad crossing northerly to the intersection with Olin Avenue depicted as Segment 1-B in Attachment 4.
    - Segment 1-C begins at the intersection of Olin Avenue northerly to the intersection of West Washington Avenue depicted as Segment 1-C in Attachment 4.
- Segments 2 ,3 ,4 , and 5 are previously described in section 3.

Roadway Rehabilitation

Payment for each segment follows procedures dictated by the Wisconsin Department of Transportation Facility Development Manual chapter 4, section 5:

- The DEPARTMENT will provide a cost to cure payment in fiscal year 2027 for Segment 1-A of $9,500,000. This payment is intended to represent pavement replacement scheduled between 2026 to 2035.
- The DEPARTMENT will provide a cost to cure payment in fiscal year 2027 for Segment 1-B of $5,000,000. This payment is intended to represent pavement replacement.
- The DEPARTMENT will provide a cost to cure payment in fiscal year 2027 for Segment 1-C of $8,000,000. This payment is intended to represent pavement replacement scheduled between 2026 and 2035.
- The DEPARTMENT will not provide a cost to cure payment for Segment 2
- The DEPARTMENT will provide a cost to cure payment in fiscal year 2027 for Segment 3 of $2,000,000. This payment is intended to represent a 3.5” mill and overlay between 2026 and 2035
- The DEPARTMENT will provide a cost to cure payment in fiscal year 2027 for Segment 4 of $12,500,000. This payment is intended to represent pavement replacement between 2028 and 2035.
- The DEPARTMENT will not provide a cost to cure payment for Segment 5.

The sum of payments to the CITY will be $37,000,000.00 to be paid by September 30, 2026 (“Cost to Cure Payment”).

Miscellaneous Items

- The City and its representatives of the Madison MPO may not apply for or use STP-Urban funds on segments transferred from the DEPARTMENT in this Agreement for a period of 10 years after WisDOT completes the Cost to Cure Payment to the CITY.

DRAFT

10. <u>Signatures and Identification of Final Acceptance and Agreement to All Terms</u>

Signatures in the places noted below hereby constitute final agreement to, and acceptance of, all items contained in this Agreement by the CITY and DEPARTMENT.

Approved for the Wisconsin Department of Transportation by:

_____ _____

Rebecca Burkel Administrator Date
Division of Transportation System Development
Wisconsin Department of Transportation

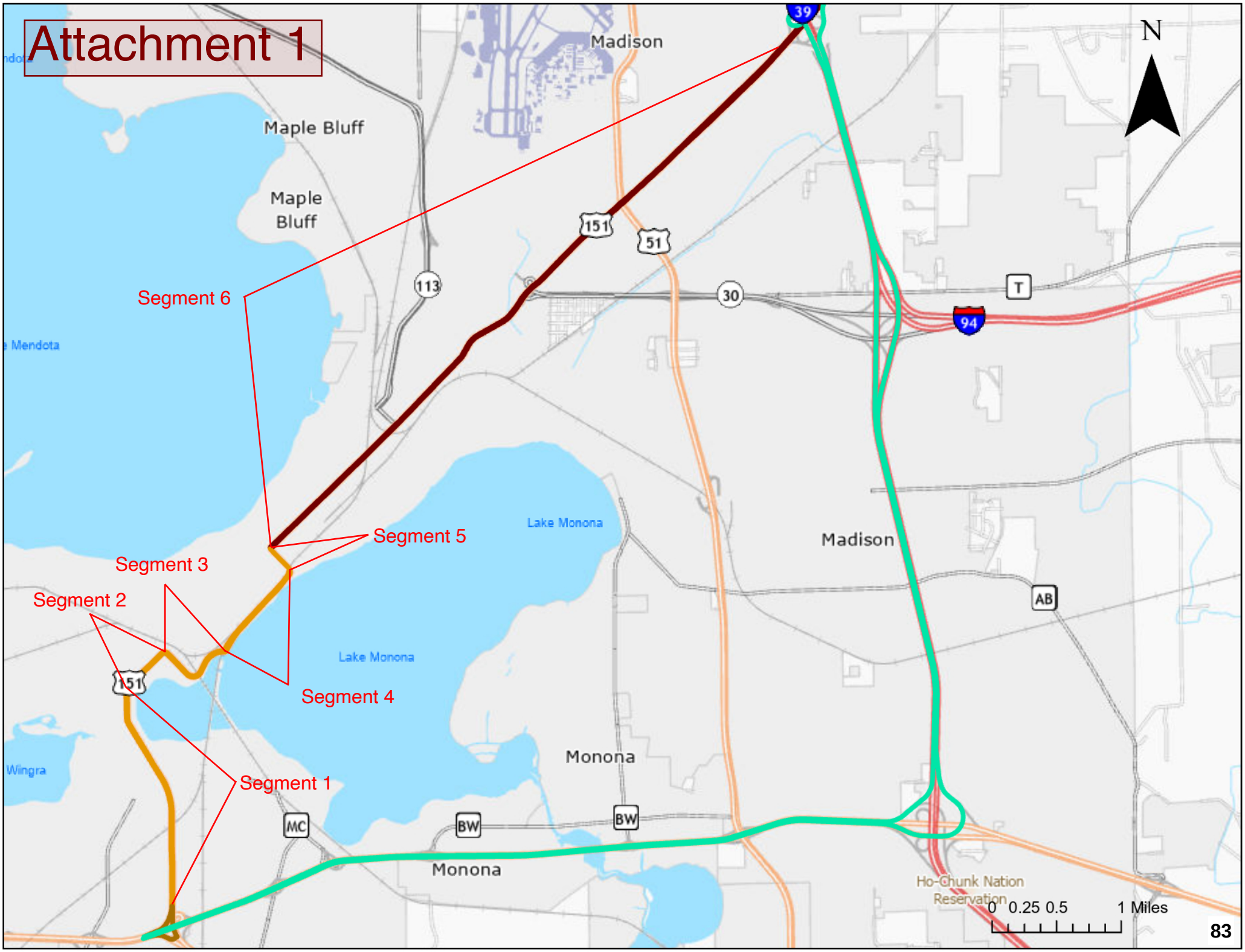
Approved for the City

_____ _____

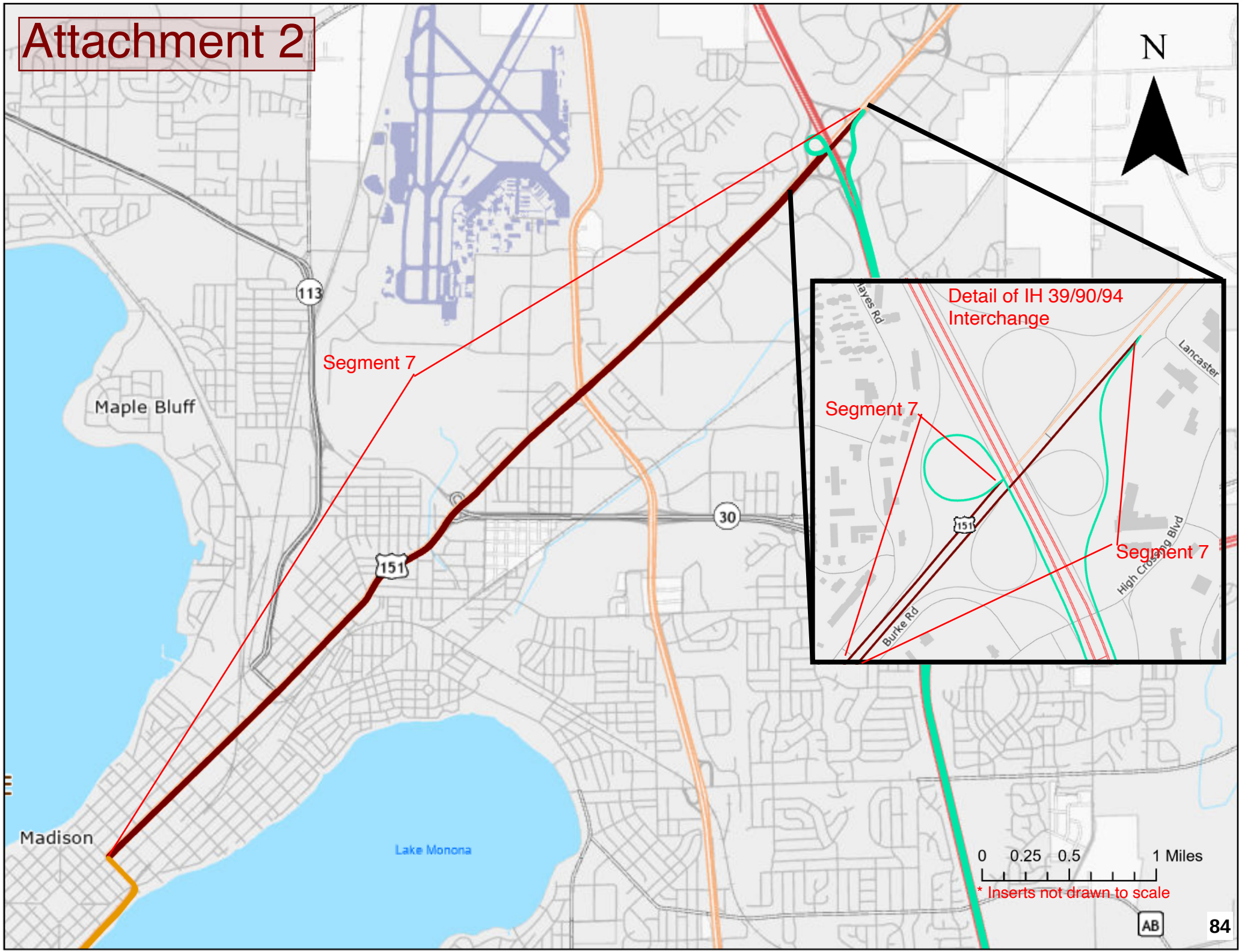
Local

DRAFT

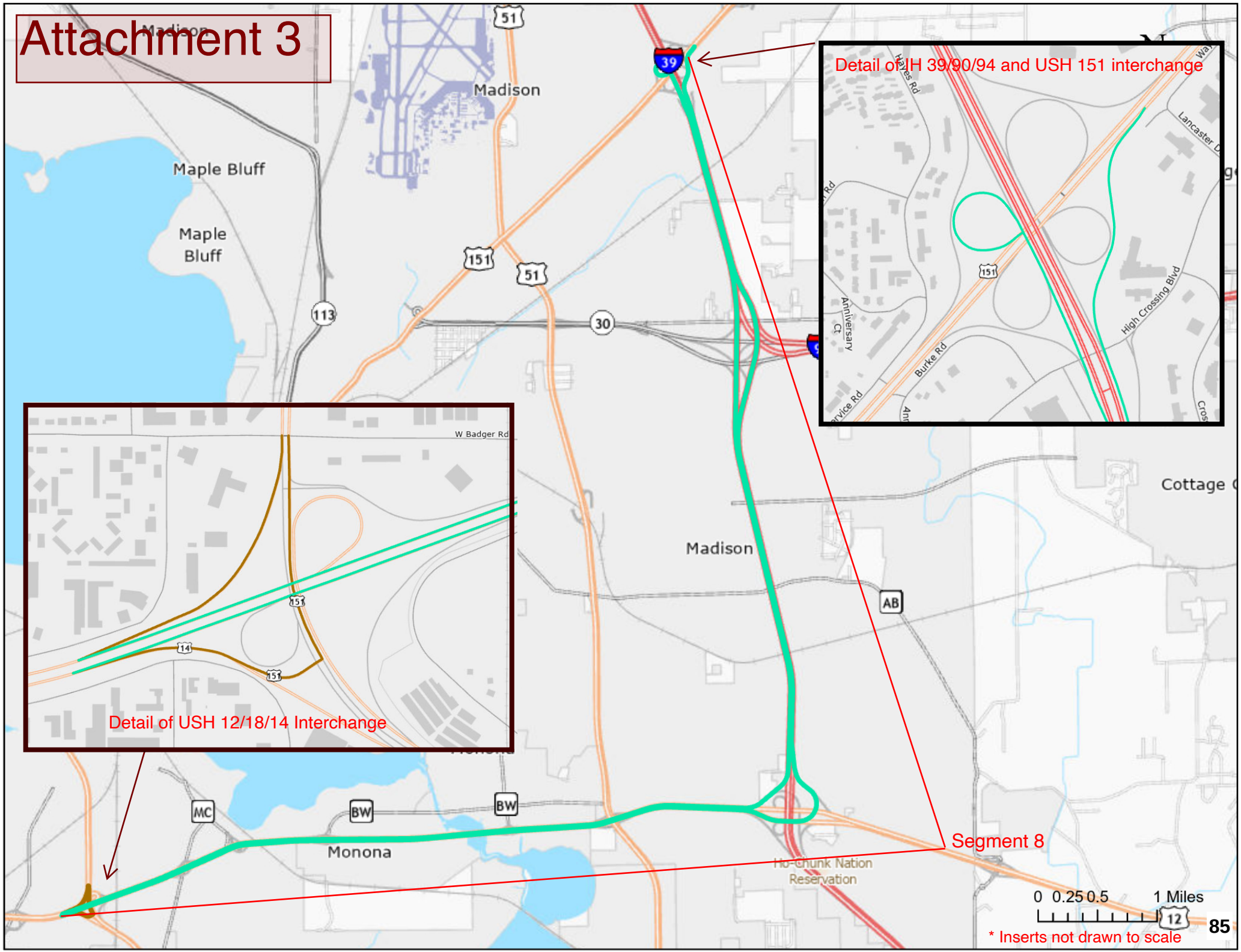
Attachment 1



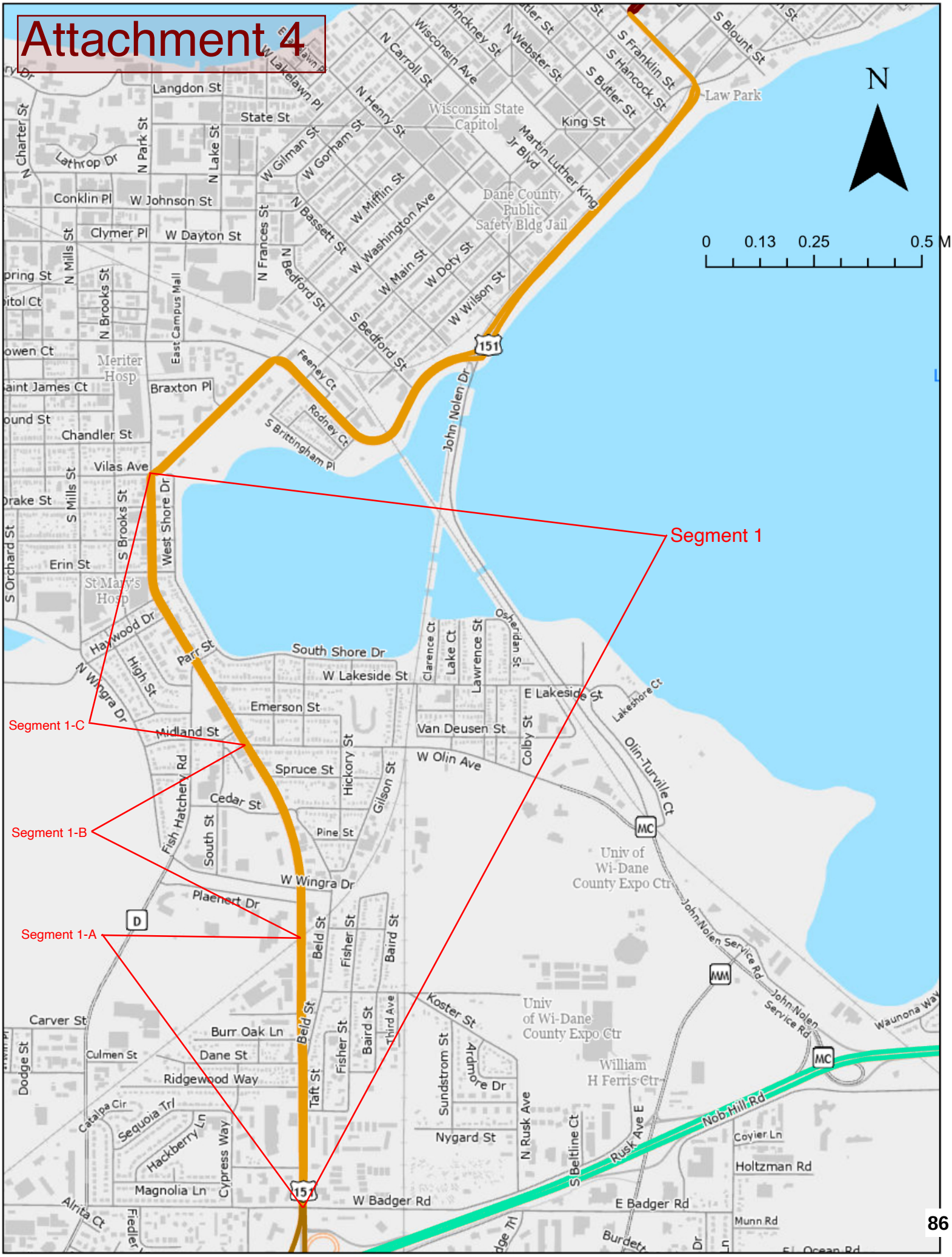
Attachment 2



Attachment 3



Attachment 4



Public Customer Registration Report

07/08/2022 10:32 PM - Board of Public Works

Registration Date	Name	Gender	Ethnicity	Disability Declaration			Veteran
				Hearing	Vision	Mobility	
07/08/2022 - 10:32 PM Specialty: Water Treatment Facilities Operator, Wastewater Treatment Plant Operator, Water Distribution Operator, Wastewater Collection Operator, Cross Connection Control Specialist, Backflow Prevention Assembly Tester, Lead Water Service Line Inventory Specialist, Lead Water Service Line Replacement Specialist, Water Meter Technician, Water Meter Reader, Water Meter Repair Worker, Water Meter Shop Supervisor, Water Meter Shop Assistant Supervisor, Water Meter Shop Assistant, Water Meter Shop Apprentice, Water Meter Shop Trainee, Water Meter Shop Helper

From:	Siddiqua DeShazer
To:	Madison, Sabrina; All Alders; Mayor; Board of Public Works; Finance Committee; swr.dtsd@dot.wi.gov; Vision Zero; cityclerk@cityofmadison.com
Subject:	OPPOSITION: Jurisdictional Transfer (Park St/John Nolen) — Beltline Hazards, Regressive Enforcement, & Budget Deficits 7/8/26 Board of Public Works
Date:	Tuesday, July 7, 2026 2:10:55 PM

You don't often get email from siddiqpd@gmail.com. Learn why this is important

Caution: This email was sent from an external source. Avoid unknown links and attachments.

To Alder Madison, the Common Council, City Clerk, and Mayor Rhodes-Conway:

I am writing as a resident of District 17 (3346 Forest Run) to formally put my opposition to the jurisdictional transfer of S. Park Street, W. Washington Avenue, and John Nolen Drive on the official written record. The current proposal represents a contradiction in the city's fiscal prioritization, traffic flow logic, and approach to equitable justice.

1. The Mechanical Failure: Displacing Hazards onto the Beltline

As a daily commuter on the Beltline, I observe the severe congestion at the US-151/Park Street exit, which routinely backs up past Fish Hatchery Road. Because the exit acts as a constricted valve, any Vision Zero lane reduction on Park Street will drastically reduce the volume of vehicles that can exit the highway per minute. This will mathematically push the dead-stop traffic line further back onto the high-speed interstate, creating a lethal rear-end collision zone. The city's proposal does not eliminate traffic violence; it displaces it onto WisDOT's high-speed corridor.

2. The Restorative Justice Void & Un-Audited Enforcement

The city relies on the tragic death of Sasha Rosen to justify this transfer. However, MPD records confirm the intersection already had a 25 mph limit and active flashing warning beacons. The driver ignored them while traveling 62 mph. Passive engineering cannot fix active non-compliance. Furthermore, relying on physical policing defaults to a regressive financial citation system. Financial fines punish our lowest-income neighbors the hardest while acting as a mere "cost of speeding" for the wealthy. If the city truly wants a progressive Vision Zero, it must advocate for automated enforcement (cameras) paired with restorative justice diversion programs (community volunteering/education). Instead of absorbing road debt, Madison should pool its resources with Milwaukee to lobby the state legislature to repeal the ban on automated enforcement.

3. The Fiscal Contradiction: Capital Grants vs. Operating Liabilities

Proponents of this transfer frequently state that federal Safe Streets grants or Capital funds will pay for the road redesign, indicating it does not affect our operating budget for social services. This overlooks a critical structural liability. While Capital grants may pay for the initial paint, taking jurisdiction of a state highway transfers the long-term Operating liabilities to the city.

Currently, WisDOT pays the daily costs for plowing, winter salting, and heavy base-patching on these corridors. If Madison takes ownership, the cost of that daily maintenance permanently shifts onto the city's General Operating Fund. This is the exact same bucket of

money that is currently facing a $3.3 million deficit to provide 24/7 staffing at the new Bartillon men's shelter.

Furthermore, in November 2024, Madison taxpayers passed a historic $22 million operating referendum purely to keep basic city services running, concurrent with a massive $550 million MMSD school referendum. Taxpayers are already stretched to their absolute limits funding our schools and keeping the city's lights on. We cannot claim operating budget austerity when evaluating a $3.3 million gap for unhoused residents, while simultaneously volunteering to permanently absorb WisDOT's operating liabilities for regional highways. Every mile of state highway we absorb mathematically drains the exact same General Fund we need for community care. You cannot separate the road from the ledger.

I urge you to vote against this transfer. Keep the physical and fiscal liability of state highways with the state.

One love,
Siddiqua DeShazer
3346 Forest Run CT
Madison, WI 53704

City of Madison

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

Master

File Number: 93777

File ID:	93777	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	07/01/2026
File Name:	Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; and			**Final Action:**	

Title: Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; and establishing a special revenue fund for transportation-related revenues and expenditures. (District 4, District 6, District 13, District 14)

Notes: Chris Petykowski

Sponsors:	Noah L. Lieberman, Davy Mayer, Derek Field, Michael E. Verveer And Sean O'Brien	**Effective Date:**	
Attachments:	Park Street Jurisdictional Transfer Common Council.pdf, CH330_STHX151_EastWash_Draft.pdf, 070726_CC_public_comment.pdf, CH329_STHX151.pdf, RegistrantsReport 7.pdf, Public comment BPW meeting item 7.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	07/01/2026	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (7/13/26), Transportation Commission (7/15/26), Board of Public Works (7/8/26), Common Council (7/21/26)					
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text:	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					
	Notes:	Additional referrals to Transportation Commission, Board of Public Works.					

1	FINANCE COMMITTEE	07/07/2026	Referred	TRANSPORTATI ON COMMISSION		
	Action Text:	This Resolution was Referred to the TRANSPORTATION COMMISSION				
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF PUBLIC WORKS		
	Action Text:	This Resolution was Referred to the BOARD OF PUBLIC WORKS				
1	BOARD OF PUBLIC WORKS	07/08/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	07/13/2026	Pass
	Action Text:	A motion was made by Ald. Guequierre, seconded by Williams, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE and should be returned by 7/13/2026. The motion passed by voice vote/other.				

Text of Legislative File 93777

Fiscal Note

This resolution authorizes a jurisdictional transfer agreement between the City of Madison and the State of Wisconsin Department of Transportation. Under the agreement, the City will assume full responsibility for sections of US Highway 151 from the Beltline to Blair/ East Washington. The specific roadway segments subject to jurisdictional transfer are detailed in the body of the resolution and attachments.

Currently, the City and State share responsibility for these roadways. The City performs regular maintenance (e.g. snowplowing, patching potholes), the City and the State share responsibility for future reconstruction, and the State has authority for approval of any roadway changes under its policies. The City receives an annual state aid payment (Connecting Highway Aid) of approximately $300,000 to offset maintenance costs.

Under the jurisdictional transfer agreement, the City will assume full responsibility for these roadways. The State would pay $37 million to the City by September 30, 2026. These funds would be deposited in a new transportation special revenue fund for the purpose of transportation-related operating costs and capital improvements. The City would no longer receive the annual Connecting Highway aid or receive state funding for future reconstruction projects for these roadways. Expenses that were previously supported with State contributions would be paid with City funds, including the funds provided through this up-front payment.

Additionally, the resolution amends the budget for the North South Bus Rapid Transit (BRT) capital project in the Transportation budget (Munis #13665) to appropriate $15 million of the funds received through the payment from the jurisdictional transfer.

Title

Authorizing a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, W. Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street; and establishing a special revenue fund for transportation-related revenues and expenditures. (District 4, District 6, District 13, District 14)

Body

WHEREAS, S. Park Street from W. Badger Road to W. Washington Avenue, W. Washington Avenue from S. Park Street to Proudfit Street, Proudfit Street, North Shore Drive, John Nolen Drive from North Shore Drive to S. Blair Street, and S. Blair Street from John Nolen Drive to E. Washington Avenue currently have the status of State Connecting Highways and the designation of US 151, and;

WHEREAS, these roadways are an integral part of the city, playing an important role in moving people and goods, supporting environmental sustainability, fostering economic activity and facilitating a wide array of uses and activities, and;

WHEREAS, the responsibility for these roadways is currently shared between the Wisconsin Department of Transportation and the City of Madison, with the city performing regular maintenance, the city and the state sharing responsibility for future reconstruction, and the state having authority for approval of any roadway changes under its policies, and;

WHEREAS, the Wisconsin Department of Transportation currently pays the city Connecting Highway Aids and would provide funding for a portion of future roadway reconstruction, and;

WHEREAS, the Wisconsin Department of Transportation has found that the public good will best be served by removing these roadways from the state highway system and rerouting US 151, and;

WHEREAS, the City of Madison has concluded that its residents will benefit from the city having complete control of these roadways, and;

WHEREAS, the Wisconsin Department of Transportation and the City of Madison have reached an agreement to transfer jurisdiction of these roadways, resulting in them being city-controlled streets, and;

WHEREAS, the agreement would transfer all reconstruction, design, operational, and permitting responsibilities to the city, with the city retaining maintenance and rehabilitation responsibilities, and;

WHEREAS, investment in transportation infrastructure, including roadways, bicycle and pedestrian facilities, and transit equipment and facilities, along with the costs to operate and maintain that infrastructure, is critical to the City's economy and the well-being of its residents, and;

WHEREAS, allocating revenues toward our transportation needs will help with planning for prudent and effective investments now and in the future, and;

WHEREAS, the agreement includes a Cost to Cure payment to the city of $37,000,000., to help defray the one-time, initial capital and operating costs to maintain these additional system miles and;

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the Mayor to sign a jurisdictional transfer agreement between the Wisconsin Department of Transportation and the City of Madison for portions of S. Park Street, West Washington Avenue, Proudfit Street, North Shore Drive, John Nolen Drive, and S. Blair Street, and;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the payment received from the Wisconsin Department of Transportation related to this Jurisdictional Transfer will be deposited to a transportation special revenue fund for the purpose of transportation-related operating costs and Capital improvements.

NOW, THEREFORE, BE IT FINALLY RESOLVED that the North South BRT project (Munis #13665) in the 2026 budget is here by amended to replace the $10,000,000 of WisDOT funding with $15,000,000 of Other Government Payment for Services.