

City of Madison

Proposed Conditional Use

Location 750 University Avenue

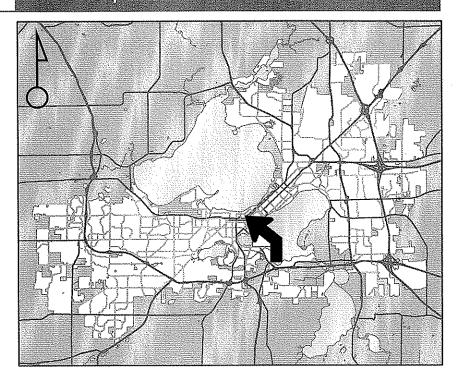
Project Name
Chazen Museum of Art Addition

Applicant Julie Grove – University of Wisconsin/ Robert Barr – Contiuum Architects + Planners SC

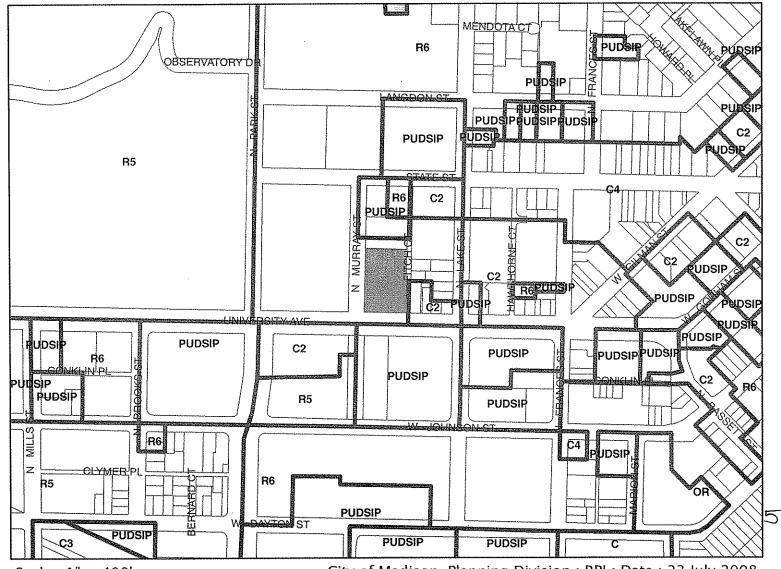
Existing Use Chazen Museum of Art

Proposed Use Construct Addition to Chazen Museum of Art

Public Hearing Date Plan Commission 04 August 2008



For Questions Contact: Tim Parks at: 261-9632 or tparks@cityofmadison.com or City Planning at 266-4635



Scale: 1" = 400'

City of Madison, Planning Division: RPJ: Date: 23 July 2008



Date of Aerial Photography : April 2007

LAND USE APPLICATION	FOR OFFICE USE ONLY:
Madison Plan Commission	Amt. Paid Receipt No.
215 Martin Luther King Jr. Blvd; Room LL-100	Date Received 6/17/08
PO Box 2985; Madison, Wisconsin 53701-2985	Received By 514
Phone: 608.266.4635 Facsimile: 608.267.8739	Parcel No. 0709 232 0406 5
 The following information is <u>required</u> for all applications for Plan Commission review. 	Aldermanic District 8-E/1 Judge GQ CU
 Please read all pages of the application completely and fill in all required fields. 	Zoning District (6) For Complete Submittal
 This application form may also be completed online at <u>www.cityofmadison.com/planning/plan.html</u> 	Application Letter of Intent IDUP NA Legal Descript.
 All zoning application packages should be filed directly with the Zoning Administrator's desk. 	Plan Sets Zoning Text MA Alder Notification Waiver
 All applications will be reviewed against the applicable standards found in the City Ordinances to determine if the project can be approved. 	Ngbrhd. Assn Not. Waiver Date Sign Issued 6/17/0%
1. Project Address: 750 University Avenue	Project Area in Acres: 2.88 acres
Project Title (if any): Chazen Museum of Art Addition	
2. This is an application for: (check at least one)	
Zoning Map Amendment (check only ONE box below for re	ezoning and fill in the blanks accordingly)
Rezoning from to	Rezoning from to PUD/ PCD—SIP
Rezoning from to PUD/ PCD-GDP	Rezoning from PUD/PCD-GDP to PUD/PCD-SIP
Conditional Use Demolition Permit	Other Requests (Specify):
3. Applicant, Agent & Property Owner Information:	
Applicant's Name: Robert Barr	Company: Continuum Architects + Planners SC
	ate: Milwaukee, WI Zip: 53204
Telephone: (414) 220-9640 Fax: (414) 220-9595	Email: bob.barr@continuumarchitects.com
Project Contact Person: Julie Grove	Company: University of Wisconsin-Madison FP&M
	ate: Madison, WI Zip: 53726
	Email: jgrove@fpm.wisc.edu
Property Owner (if not applicant): State of Wisconsin, Board of R	
	ate: Madison, WI Zip: 53706
4. Project Information:	94 999 CSE, 2 story Art Museum Addition
Provide a general description of the project and all proposed us	es of the site:
and development of East Campus pedestrian mall between Uni	versity Avenue and State Street.
Development Schedule: Commencement February 2009	F-t
	Completion February 2011
Development deficulties.	Completion February 2011 CONTINUE →

5.	Required Submittals:
X	Site Plans submitted as follows below and depicts all lot lines; existing, altered, demolished or proposed buildings; parking areas and driveways; sidewalks; location of any new signs; existing and proposed utility locations; building elevations and floor plans; landscaping, and a development schedule describing pertinent project details:
	• Seven (7) copies of a full-sized plan set drawn to a scale of one inch equals 20 feet (collated and folded)
	• Seven (7) copies of the plan set reduced to fit onto 11 inch by 17 inch paper (collated, stapled and folded)
	• One (1) copy of the plan set reduced to fit onto 8 ½ inch by 11 inch paper

For any appli	cations proposing demolition of existing (pr	incipal) buildings, photos of the struct	ture(s) to be demolished shall
Coordinator i	d with your application. Be advised that a s required to be approved by the City prior	r to issuance of wrecking permits.	
requirements application de	oposing ten (10) or more dwelling units outlined in Section 28.04 (25) of the Zoning etailing the project's conformance with thesorm. Note that some IDUP materials will co	g Ordinance. A separate INCLUSION. e ordinance requirements shall be su	ARY DWELLING UNIT PLAN bmitted concurrently with this
A Zoning Tex	xt must accompany <u>all</u> Planned Communit	y or Planned Unit Development (PC	D/PUD) submittals.
Acrobat PDF files pcapplications@ to provide the ma	ding this application form, the letter of intensions compiled either on a non-returnable CD to cityofmadison.com. The e-mail shall include aterials electronically should contact the Place largetions.	be included with their application ma e the name of the project and applica	aterials, or in an e-mail sent to nt. Applicants who are unable
	ce with adopted City plans: Applications	shall be in accordance with all adop	
Conformanc		shall be in accordance with all adop	ted City of Madison plans: Plan, which recommends:
Conformand → The site is	ce with adopted City plans: Applications s located within the limits of		Plan, which recommends: for this property.
Conformanc → The site is	ce with adopted City plans: Applications	ng Ordinance requires that the applic	Plan, which recommends: for this property. ant notify the district alder and
Conformanc → The site is Pre-applicat any nearby r → List below	ce with adopted City plans: Applications is located within the limits oftion Notification: Section 28.12 of the Zonin neighborhood or business associations by the Alderperson, Neighborhood Association(section)	ng Ordinance requires that the applic mail no later than 30 days prior to fil s), Business Association(s) AND dates y	Plan, which recommends: for this property. ant notify the district alder and ling this request: ou sent the notices:
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Conformand → The site is Pre-applicate any nearby r → List below Presented to fif the alder ha Pre-applicate proposed de Planner Brace The signer atter Printed Name	tion Notification: Section 28.12 of the Zonin neighborhood or business associations by the Alderperson, Neighborhood Association(so Joint Southeast Campus Area Committees granted a waiver to this requirement, please tion Meeting with staff: Prior to preparately length of the Prior of the Pr	ng Ordinance requires that the applic mail no later than 30 days prior to fil e), Business Association(s) AND dates y ee on 05/12/08; Notified Alder Eli Jud attach any such correspondence to this ation of this application, the applicat g Counter and Planning Unit staff; no Zoning Staff Matt Tucker	for this property. ant notify the district alder and ling this request: ou sent the notices: dge on 05/16/08 form. Int is required to discuss the ote staff persons and date. Date 11/12/07 als have been submitted: Date 6/13/08
Conformanc → The site is Pre-applicat any nearby r → List below Presented to If the alder ha Pre-applicat proposed de Planner Brace The signer attes	tion Notification: Section 28.12 of the Zonin neighborhood or business associations by the Alderperson, Neighborhood Association(so Joint Southeast Campus Area Committees granted a waiver to this requirement, please tion Meeting with staff: Prior to preparately length of the Prior of the Pr	ng Ordinance requires that the application and later than 30 days prior to file.), Business Association(s) AND dates you ee on 05/12/08; Notified Alder Eli Judattach any such correspondence to this ation of this application, the application of this application, the application of this application Unit staff; not also accurately and all required materials.	for this property. ant notify the district alder and ling this request: ou sent the notices: dge on 05/16/08 form. Int is required to discuss the ote staff persons and date. Date 11/12/07 als have been submitted: Date 6/13/08

MEMORANDUM

DATE:	DELIVERED VIA:			
June 13, 2008	☐ MAIL ☐ COURIER	HAND EMAIL	☐ FAX ☐ OTHER	
Plan Commission City of Madison 215 Martin Luther King Jr. Blvd. Room LL-100 Madison, WI 53701-2985		nission	Letter of Intent to City of Madison Plan	***************************************
FROM: Robert Barr, AIA Continuum Architects +	Museum of Art to place conservation and of	provide space for th	00 GSF building as part of the Chazen e display and storage of works of art, on rooms, a specialized object study & hop.	
Planners PROJECT:	on the east side of	f Murray Street dire e" between the new	ent and three stories and will be located ctly west of the existing Elvehjem building building and the existing Elvehjem buildir	j. ng
Chazen Museum of Art	Campus Mall from	University Avenue continuous pedest	ounding landscape and extend the East north to State Street. The East Campus ian corridor from Regent Street on the	
070601	third and fourth flo	ors, as well as the m functions, includ	,000 ASF of gallery space on the second ower level workshop and storage areas. ng the main entrance and a general publ	
File	the second and the permitting continuting the other. A pair of	ird floor, and the tw ous flow from the g f galleries for temp	ction in the new building will be located or o buildings will be linked on the third leve alleries in one building to the galleries in orary exhibitions, a museum store, and a n the ground floor of the new building.	1
	Construction Sc between February	hedule: The project y 2009 and Februa	et is scheduled to be under construction ry 2011.	
	Description of E	xisting Condition Peterson Building	s: The building will be constructed on the currently undergoing demolition. The	9

Description of Existing Conditions: The building will be constructed on the site of the existing Peterson Building, currently undergoing demolition. The East Campus Mall is being constructed along the former North Murray Street right-of-way between University Avenue and State Street. Demolition of the existing Peterson Building was approved by the Plan Commission on January 14, 2008.

Building Capacity: 1,845 occupants

Building Staff/Employees: Total of 57 full time and part time staff.

Hours of Operation: The museum is open Tuesdays to Fridays from 9:00am



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P.O. BOX 510663 MILWAUKEE, WI 53203 Plan Commission - Letter of Intent

Date: June 13, 2008

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to 5:00 pm, Saturday and Sunday from 11:00am to 5:00pm and on evenings for special events.

Names of People Involved:

Owners Representative: Russ Van Gilder, State of Wisconsin Campus Representatives: Julie Grove & Gary Brown, UW-Madison Museum Director: Russell Panczenko, Chazen Museum of Art

Managing Architect: Robert Barr, Continuum Architects & Planners, S.C.

Design Architect: Rodolfo Machado, Machado & Silvetti, LLC Landscape Design: Gary Hilderbrand, Reed Hilderbrand Associates Structural Engineering: Loei Badreddine, Graef, Anhalt, Schloemer

HVAC Engineering: Marty Herrick, Ring & DuChateau Electrical Engineering: Dale Boyce, Ring & DuChateau

Telecommunications Design: Daryl Lynaugh, Ring & DuChateau

Plumbing Engineering: Mike Bohlmann, PSJ Engineering Fire Protection Engineering: Jim Mickowski, PSJ Engineering Site Utility Design: Jonathan Steinbach, Bloom Companies, LLC

Lighting Design: Jennifer Pieszak, LAM Partners

Audio Visual Design: Scott Leonard, Professional Audio Designs

Security Design: Steve Keller, Steve Keller & Associates

Use of Areas of the new building: The total building is approximately 81,000 gross square feet. Major uses include the following:

Art Gallery: 25,700 sf Auditorium: 2,000 sf Lobby: 4,250 sf

Museum Gift Store: 925 sf Educational Space: 3,100 sf

Operations & Curatorial Space: 13,000 sf

Number of loading and parking spaces: The project includes a visitor drop off at the front of the building off of University Avenue. The drop off has the capacity for 2 busses to unload at a time. Buses will not stage or idle in this area but park elsewhere on campus when not loading or unloading. There are also (3) ADA accessible parking spots within the drop off area to the west of the East Campus Mall. There is also a semi truck loading dock located on the northeast side of the building for delivery of art installation materials. No additional parking will be provided as part of the project. Patrons will continue to use existing campus and city parking ramps in the area when attending events. University faculty, staff and students will continue to also use their existing parking and transportation options to the site. Existing street meter parking on N. Murray Street/East Campus Mall will be replaced elsewhere on campus under an agreement with the Transit and Parking Commission.

Loading dock access will be provided via an existing east-west cross access easement from Lake Street to Fitch Court north of the existing UW Extension Building located at 432 North Lake Street.

The project will also provide 22 inverted U bike parking racks at the north half

Plan Commission - Letter of Intent

Date: June 13, 2008

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of the Murray mall development and 35 inverted U bike parking racks at the north side of the Elvehjem Building for patrons and museum users. Existing moped parking spaces in the vicinity will be maintained.

Square footage of site: The entire project site including the building site and all of the East Campus Mall development is 125,570sf or 2.88 acres

Description of trash and snow removal: Trash and recyclables will be collected and stored within the new buildings trash collection room near the loading dock. On trash collection days, the trash carts will be placed in the loading dock area where they will be emptied by UW-Madison trash collection vehicles. Snow removal from the East Campus Mall and the new building's access walks/drives will be completed by UW-Madison facilities maintenance department.

Site Maintenance: Overall general maintenance of the East Campus Mall will be completed by the University under a long term maintenance agreement with the City of Madison currently under negotiation with city staff. The former North Murray Street corridor will continue to be a city-owned right-of-way that will provide fire and emergency vehicle access via the East Campus Mall. The mall will be designed to handle large vehicles. Fire access will also be maintained north of the building between the Pres House Apartments and the proposed new building.

Signage: Two, ground mounted building identification signs will be provided utilizing the campus standard signs, one for the existing Elvehjem Building and one for the new museum building. A single larger sign will be provided for the overall Chazen Museum of Art.

Description of Proposed Building Materials: The new building will use many materials matching the existing Elvehjem building. The roof will be clad in penny bright copper roofing that will patina to match the existing green copper roofing. The 3rd floor level will be clad in a variety of cuts of Wisconsin dolomite limestone, which is also used extensively on the existing building. At the ground and second floor levels a bronze panel cladding will be used in combination with glass curtain wall and an architecturalty finished formed concrete

Site paving will include a combination of concrete pavers, matching those used on other portions of the Murray Street mall, Limestone pavers, and concrete.

MEMORANDUM

DATE:	DELIVERED VIA:		
July 22, 2008	☐ MAIL	☐ HAND	☐ FAX
	COURIER	□ EMAIL	OTHER
/	LL COOKIEK		_ \$
то: /			
City of Madison /			
Planning & Development Office	Charan A	August of Art LIC	C Informational Presentation
Attn. Al Martin	SUBJECT: Chazen N	waseam or Art – Or	
215 Martin Luther King Blvd	AI,		
Madison, WI 53703 / Room LL100 /		resented the Univer	sity of Wisconsin's Chazen Museum of Art
KOOIII EE 100	project to the UDC. At	the informational p	resentation the Committee members made
/	several comments rela	ated to the design. V	Ve appreciate the comments made and the
/			rporate these comments into the design as it mary of the comments made at the meeting
/	and our teams respons		mary of the comments made at the meeting
FROM: /	arra dar toarrie tooper.		
Robert Barr, ÁlA	Comment 1: "There do	see not annear to be	e much green space on the site plan, there is
Continuum Architects +			hat there is a lot of hardscape on the site.
Planners /	This is necessitated by	y the need to mainta	ain emergency egress along the entire length
/	of the pedestrian mall	and along the entire	e north side of the Chazen museum. Even
			function primarily as pedestrian mall, fire need to use the mall to provide services to
PROJECT:/			esidence and chapel at the north end of the
Chazen/Museum of Art	site. The design team	has developed a la	indscape plan that is appropriately urban and
			ong the East Campus Mall; the necessary and trian scaled, through the use of colored
			phalt and concrete pavings. The new site will
. [contain approximately	65 more trees then	currently exist on the site for a total of just
PROJECT NUMBER:			everal areas of hardscape, including the
070601	entire drop off area fro	om standard concret	te pavers to pervious type concrete pavers. In the amount of storm water being fed into
	the City storm system.		if the amount of storm water being fed the
DISTRIBUTION:			into the bike lane as it turns into the drop off
Julie Grove	area?" Response: The swing.	e turn radius into the	e drop off area will be made wide to limit the
Russ Van Gilder	swing.		
File \	Comment 3: "South el	evation: can there b	be more windows in the bridge?" Response:
	The majority of the no	rth side of the bridg	e will be glass. This will allow for views north
1	to the take. The south	side of the bridge of	annot have any windows added as this is ved into this gallery space as it is very
\	detrimental to the artw		
		, ,	-
, v			ne window in the south elevation stick out
,			ovide for better art piazza views to the west a. We have increased the projection of the

window to 2'-0".

Comment 5: "It is difficult to understand the scale and its relationship to the details". Response: The detailing and material joint patterns are quite subtle and difficult to see on the renderings presented. The design team has been further refining the buildings exterior details and material patterns and will use higher resolution materials at the plan commission presentation.

UDC Memorandum Date: July 22, 2008

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Comment 6: "The north elevation is unresolved and does not make sense. Using concrete just because it is cheaper is not a good reason. Do you really need this loading dock? What else happens here to justify this back of house approach?" Response: The presentation materials did not include a perspective at the back of the building which made it difficult for the committee to understand the massing. The concrete used will be highly detailed and refined and was chosen not for cost but for function and aesthetic preference, as a way to delineate one mass from the adjacent masses. We will include a perspective at the Plan Commission meeting which will clarify the massing in this area. The loading dock is a very necessary component of the museums operations. In addition, this area behind the building will function as a loading area, fire truck access and service court for the Pres house and the future music building and as a pedestrian pathway. In addition to the architectural concrete on the building, the walkways and drives will include a variety of patterned, colored concrete pavers.

Comment 7: "The column looks unresolved". Response: The column was unresolved at the time of the presentation. The design team is continuing to work on the resolution and detailing of the column and will provide an update at the Plan Commission presentation.

Comment 8: "Why is the main entry tucked under the bridge and not centered on the lobby as a grand entry?" Response: The smaller scale entry is due to the museums desire to make a stronger and more direct connection to the community rather then a grand entry or separation. The intent at the lobby area is to dissolve the distinction between inside and outside so that people passing along the mall feel a direct connection to the interior space and are drawn to come inside. The unbroken glass lobby wall and the stone "carpet" running from the interior out and across the mall are intended to reinforce this. There are entries flanking both sides of the lobby. In addition, the overall intention is that the arts piazza in front of the building is a part of the overall museum experience and entry sequence as well. Visitors will walk through the piazza, under the bridge, past the LED art, and onto the "carpet" and feel as if they have already begun their visit to the museum. The bridge acts as a unifying element, tying the 2 buildings together and as the key entry, into a unified museum.

Thank you for your time and input. If You have any additional questions or comments please do not hesitate to contact me.

Sincerely,

Robert Barr, AIA



CHAZEN MUSEUM OF ART

UNIVERSITY OF WISCONSIN - MADISON 750 UNIVERSITY AVE. MADISON WI. 53706



SUBMITTAL SET PLAN COMMISSION

OWNER:
STATE OF WISCONSIN
DSF #: 06F1Z



DESIGN ARCHITECT:
MACHADO AND SILVETTI, LLC
SON UNSSCHARGE, SON COX
SOSTON, MODILE
TIL (NIT) 425-500
SKL (SIT) 425-500

Project Number #:

Project Number #: 070601

CONSULTANTS:

EVACCE ECTRICAL TELECOMMUNICATIONS
DESINEESE
BING A D.-CHATEAU, INC.
U101 18-00/00-00-00-00-00-00
ANNUALS N 12720
AL (14) 772-1270
AN (15) 772 STRUCTURAL ENGINEER.
GRAEF, ANHALT, SCHIOEMER AND
ASSOCIATES, INC.
125.5 SCHISTERS (1884)
144,404-724
185. (14) 249-4000
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LANDSCAPE ARCHITECT:
REED HILDERBRAND ASSOCIATES
71 LODER MANDESSEET
WATEROWS; LANDEZ
THE HIP PERSON
THE HIP PERSON AUDIO VISUAL DESIGN:

PROFESSIONAL AUDIO DESIGNS, INC. 117275 DAUGOURIA/FRAN WARRATCH, WE SEZE TR. (14) 48-5101 FAX (14) 48-5707

MADISON, WISCONSIN

SAS GRANAEN KOULENAED, SATE GO CRAACIND BEACH, R. SATOO TEL (280) 673-5234 693, (284) 679-52708 SECURITY DESIGN: STEVE KELLER AND ASSOCIATES

COST CONSULTING:
CONSTRUCTION COST SERVICES 1915 SOUTH METERS NOVE OMERCICK TERRICE, B. 60181-5241 Thi, (900) 443-5607 EXT 128

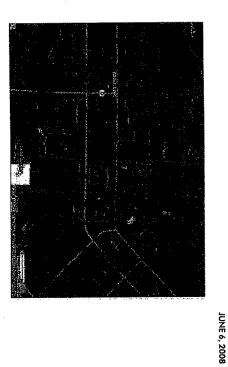
SITE LITHLITY DESIGN:
BLOOM COMPANIES, LLC
10501 W. BELANCH BONE, SUTE 100
AMPLIEDE WESTER
TEL, (14) 2771-2400
FAX, (14) 4771-2400

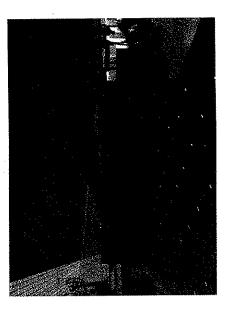
7845 M. POST WASHINGTON KOND MANNADETE WI 53214 TEL (414) 537-2311 ENX, 414) 331-8823

PSJ ENGINEERING

PLUMBING/FIRE PROTECTION ENGINEER:

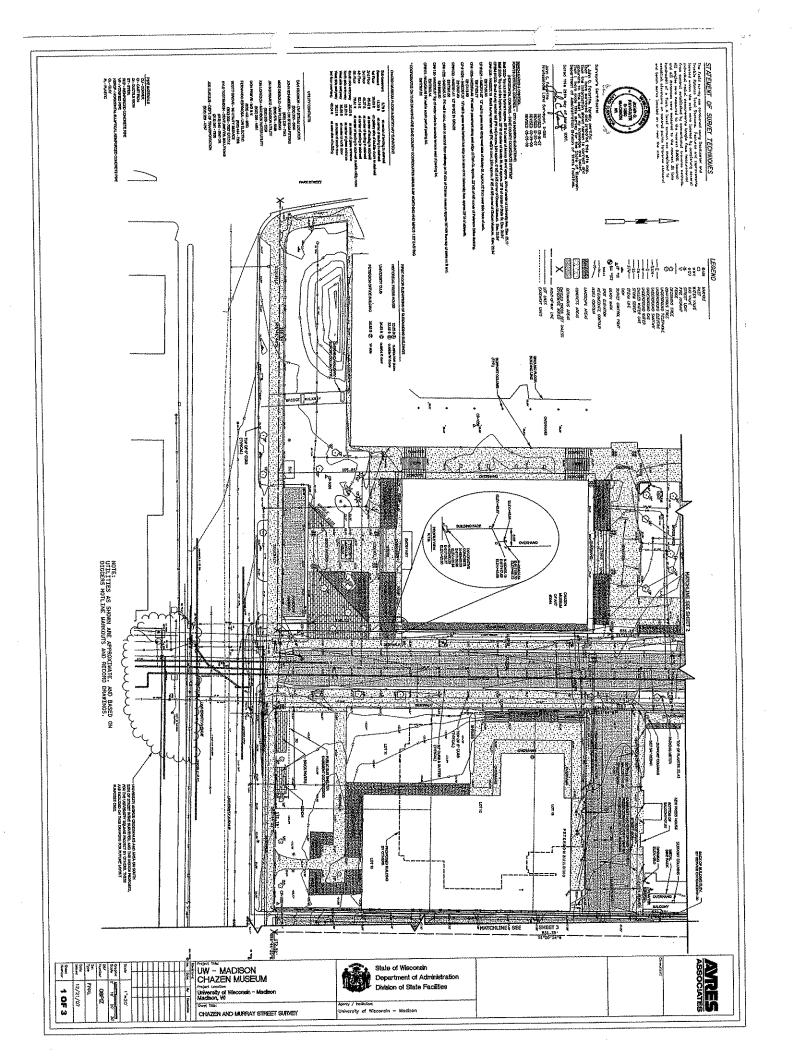
LIGHTING DESIGN:
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TEL, (617) 334-4572
544 (617) 487-5008

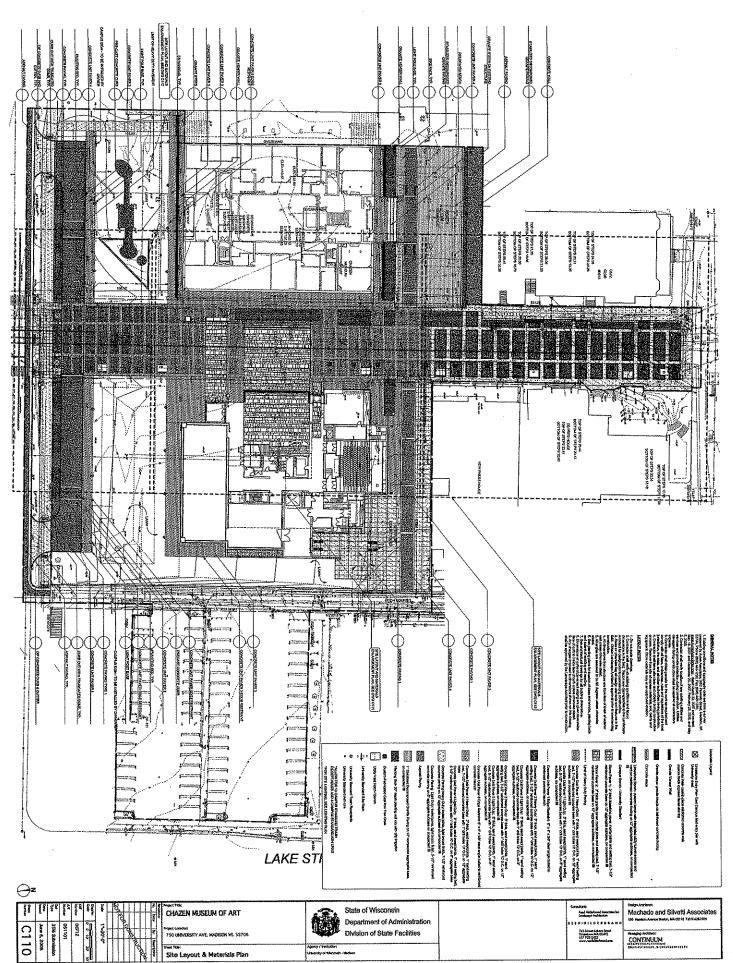


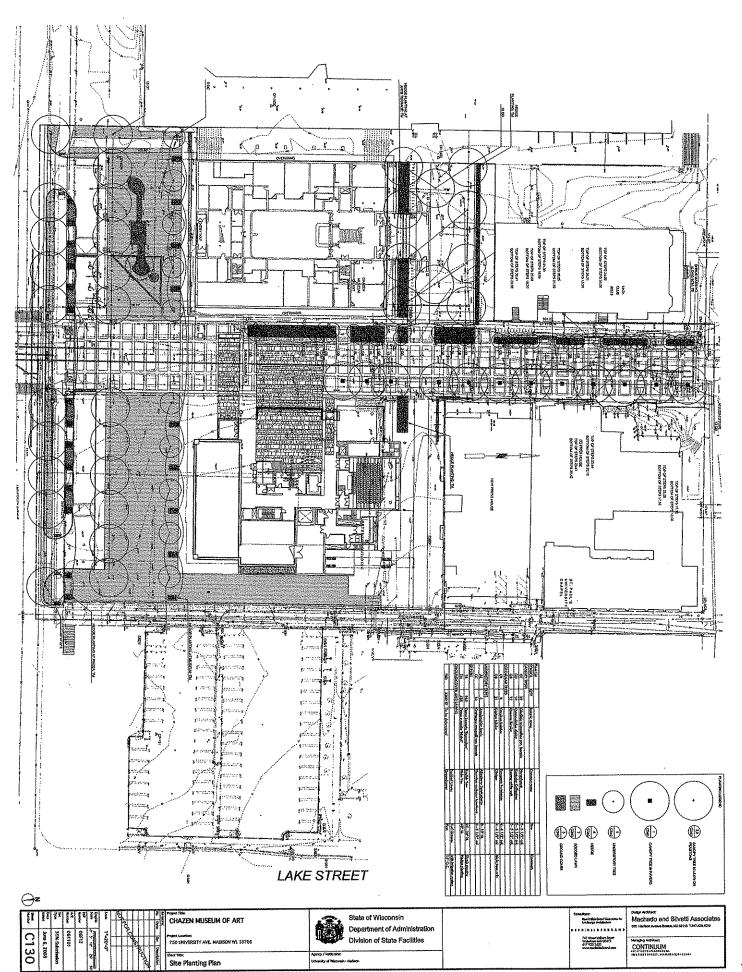


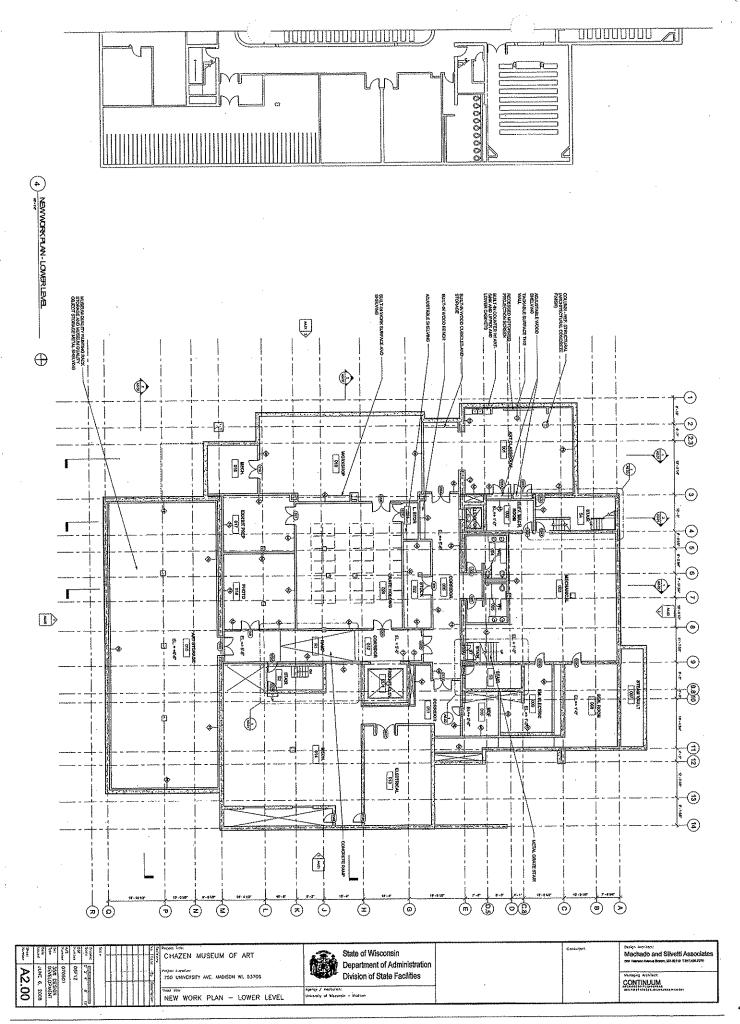
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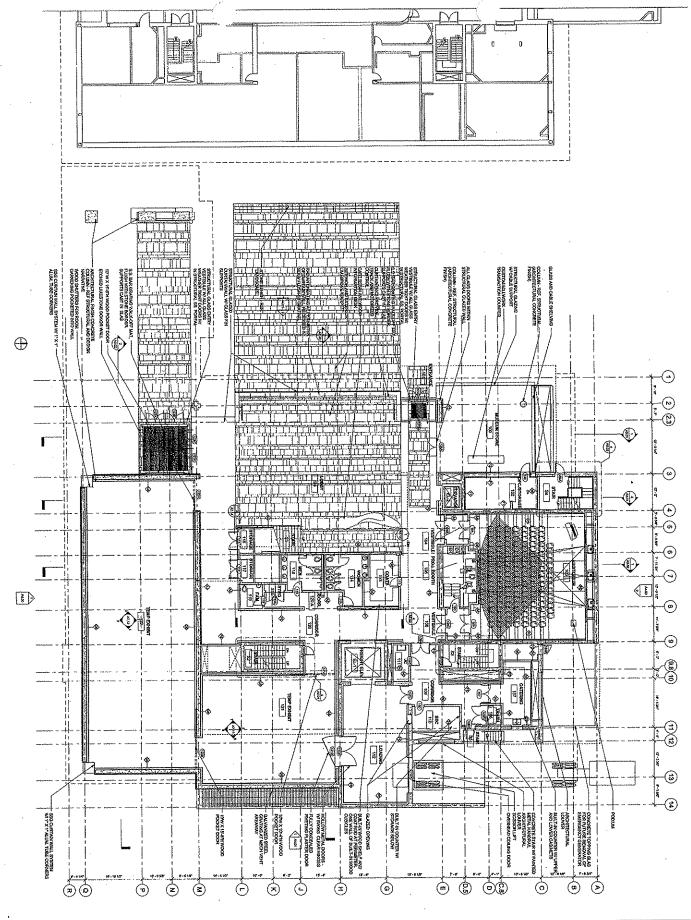
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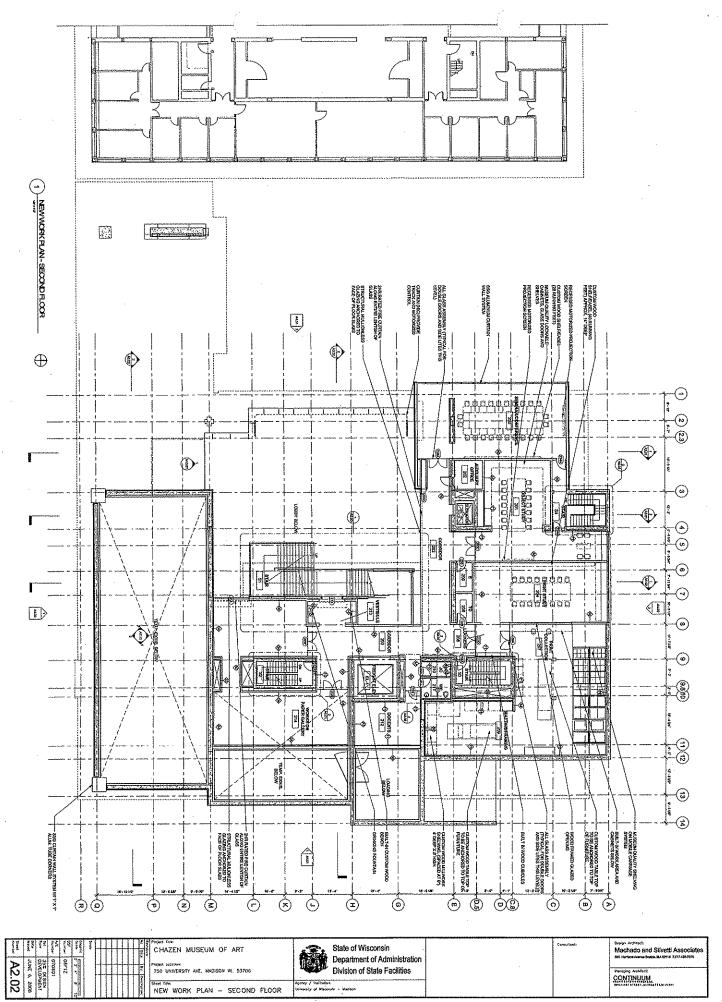


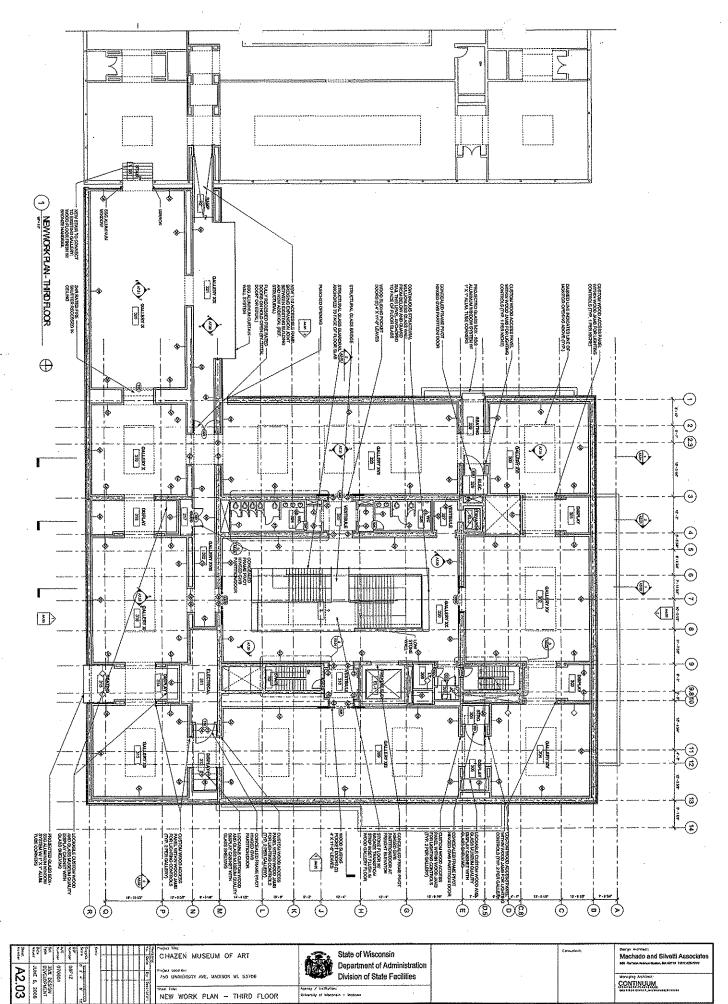






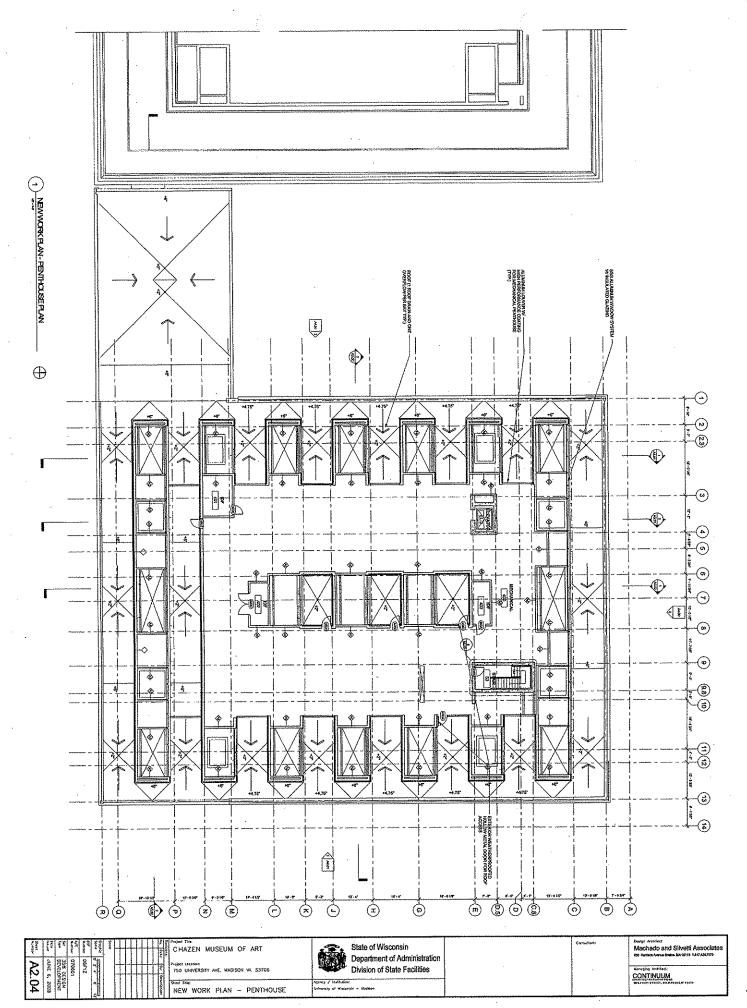
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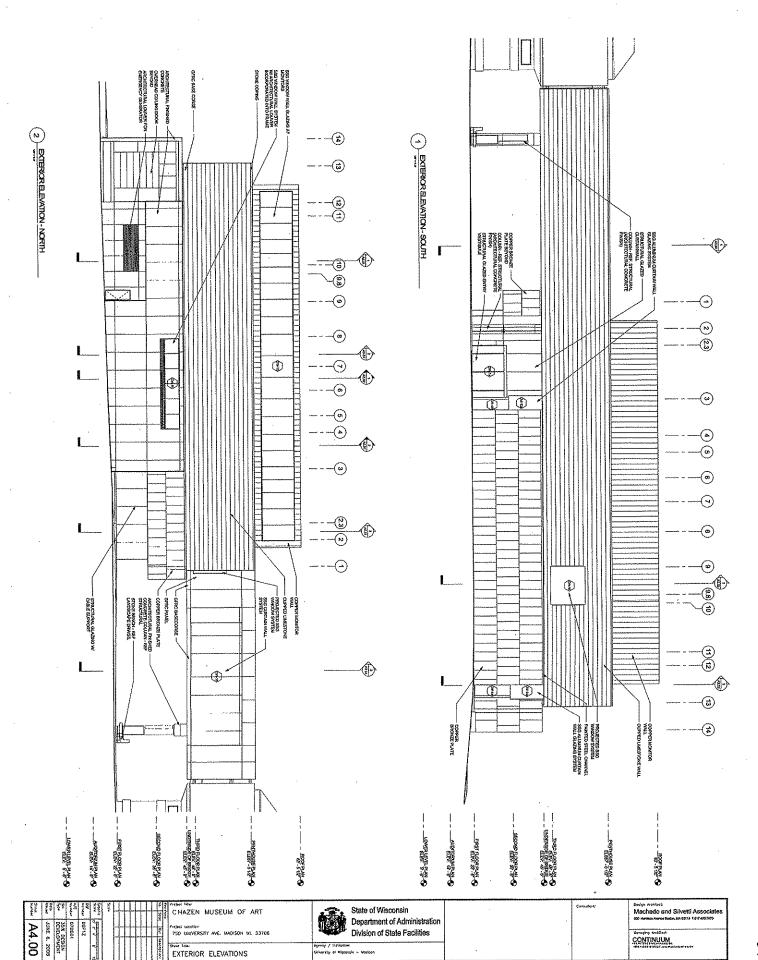


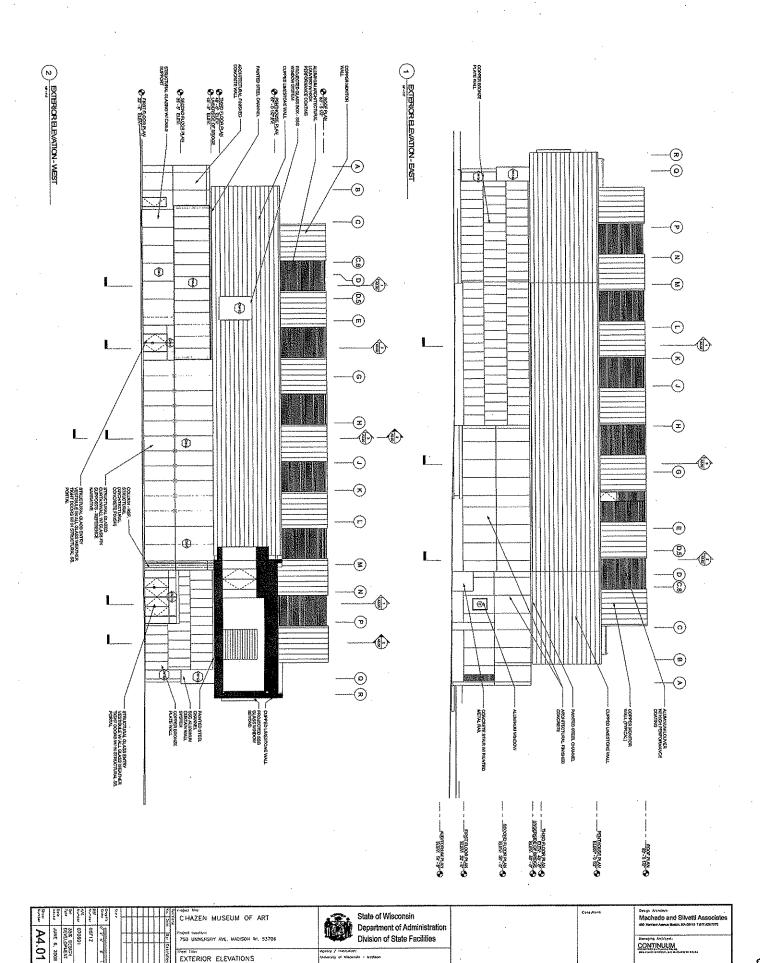


NEW WORK PLAN - THIRD FLOOR

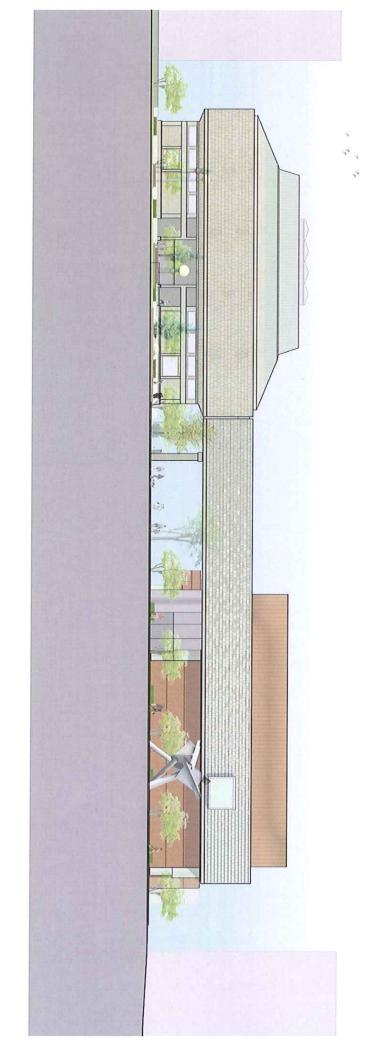
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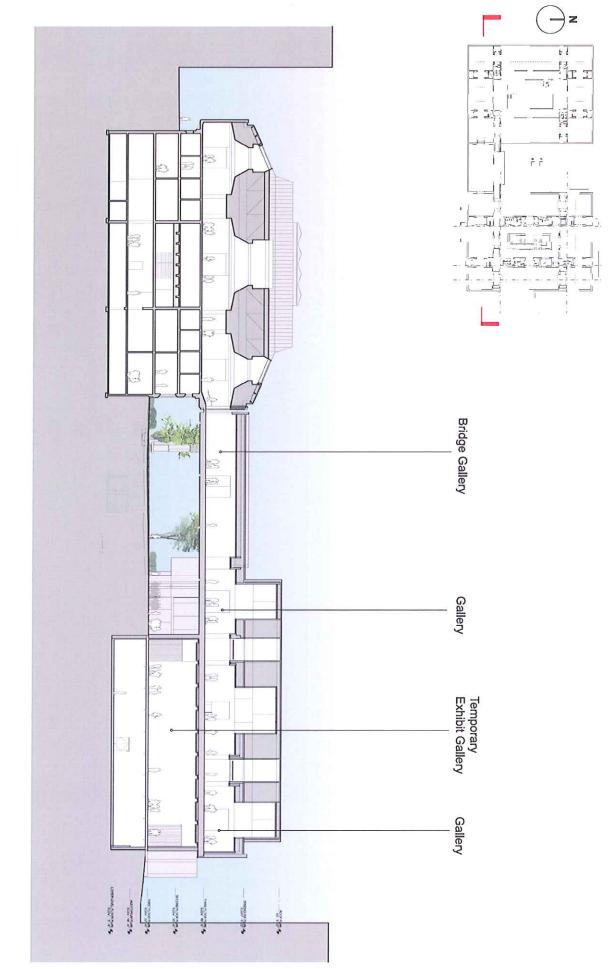




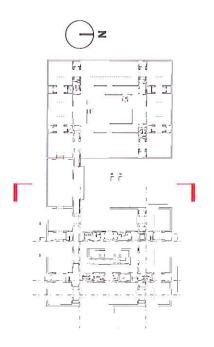


SOUTH ELEVATION

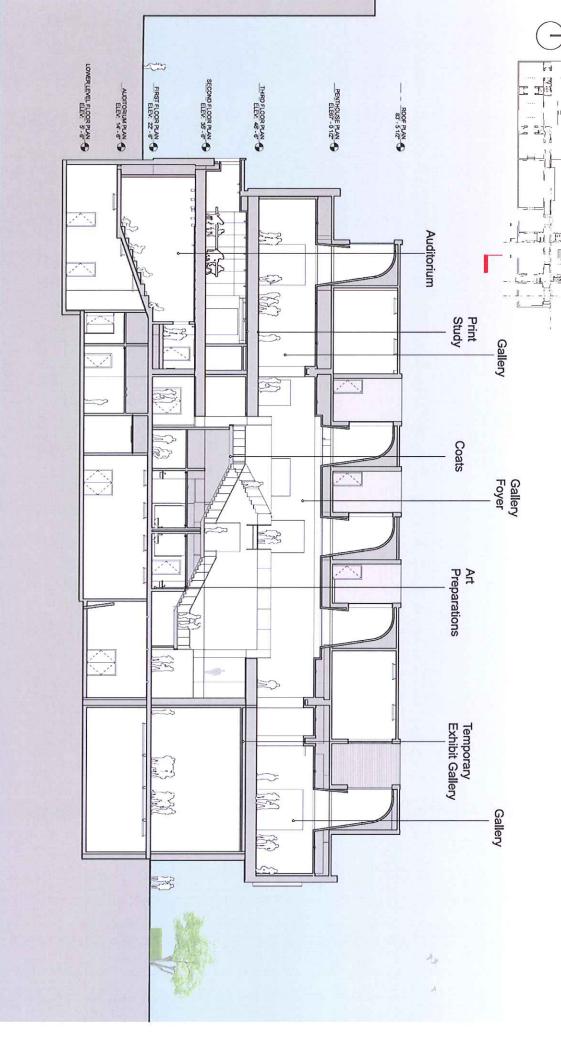




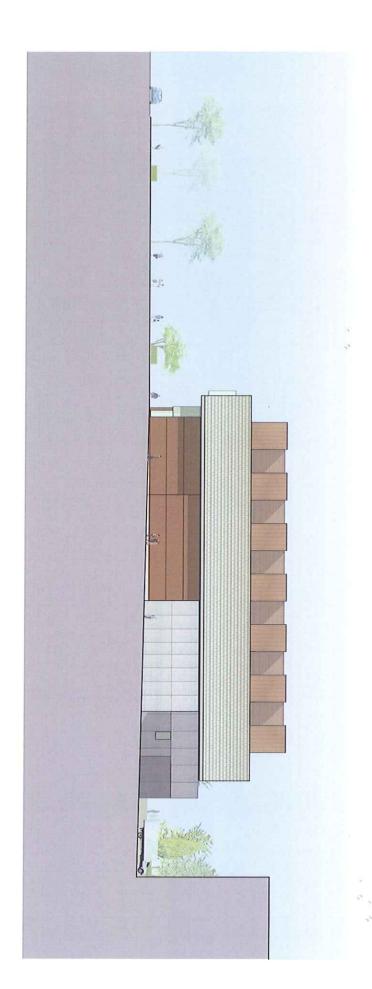




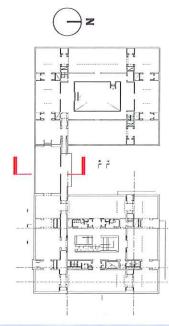
NORTH-SOUTH SECTION LOOKING EAST

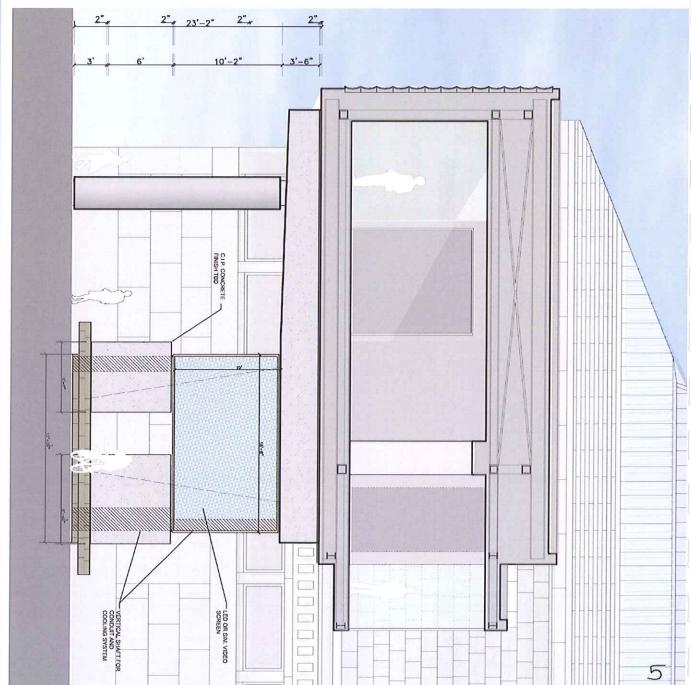










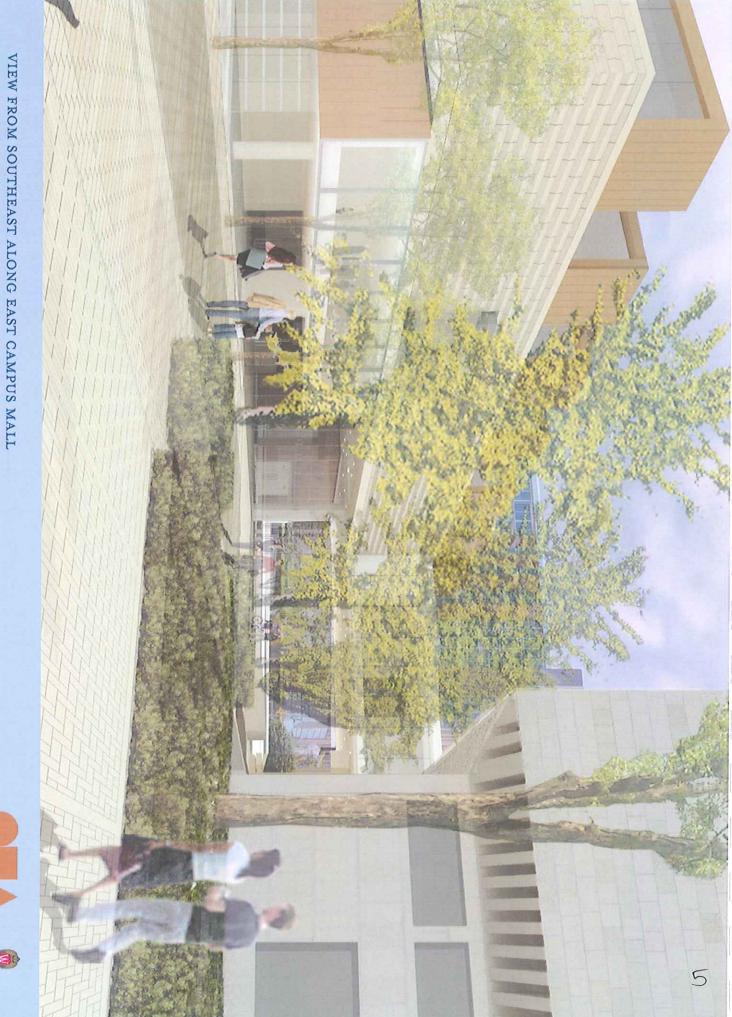




Chazen Museum of Art



Chazen Museum of Art

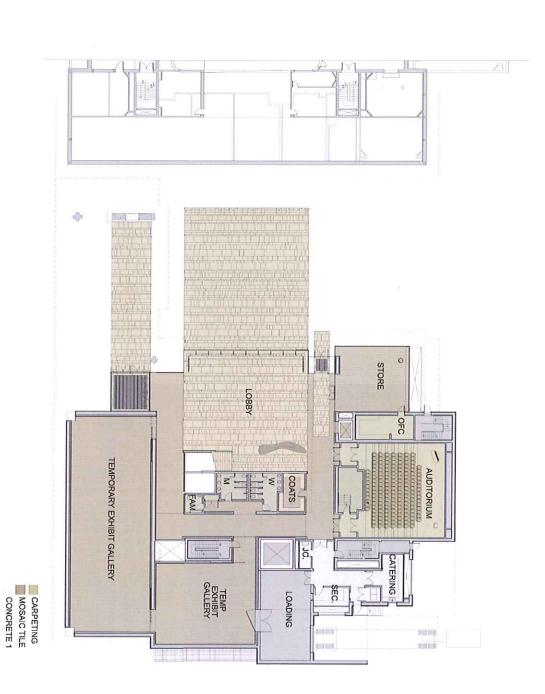






WOOD FLOORING
WALK-OFF MAT
CORK

CONCRETE 2



DRAFT

AN AGREEMENT BETWEEN THE CITY OF MADISON AND THE UNIVERSITY OF WISCONSIN-MADISON

TO PROVIDE FOR THE MAINTENANCE OF NORTH MURRAY STREET/EAST CAMPUS MALL FROM UNIVERSITY AVENUE TO STATE STREET

THIS AGREEMENT made and entered into this _____day of _____, 2008, (the "Agreement") by and between the Board of Regents of the University of Wisconsin System, hereinafter referred to as the "University", and the City of Madison, a Dane County, Wisconsin municipal corporation, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City of Madison is the owner of the public street right of way known as "North Murray Street" laid out between University Avenue and State Street; and,

WHEREAS, North Murray Street shall be known as "East Campus Mall" effective June 1, 2008; and,

WHEREAS, the University of Wisconsin-Madison is interested in making and maintaining certain improvements to North Murray Street/East Campus Mall consistent with a pedestrian mall concept; and,

WHEREAS, the City is interested in insuring the public's long term use and functions of North Murray Street/East Campus Mall; and,

WHEREAS, Section 66.0301 of the Wisconsin Statutes authorizes the University and the City to enter into agreements for the receipt or furnishing of services or joint exercise of any power or duty required;

NOW, THEREFORE, the City and the University hereby agree as follows:

1. Areas covered by this agreement.

This agreement applies to the portion of public right of way described as follows and hereinafter referred to as the Maintenance Area.

That portion of North Murray Street/East Campus Mall from the north right of way line of University Avenue to the south right of way line of State Street.

2. Reconstruction of North Murray Street/East Campus Mall. The reconstruction of the Maintenance Area shall take place in accordance with plans and specifications prepared under the direction of the Division of State Facilities of the State of Wisconsin Department of Administration and approved by the City's Board of Public Works and Common

Council and in accordance with City of Madison Standard Specifications for Public Works Construction. The University shall enter into an agreement for the reconstruction of East Campus Mall subsequent to this agreement. The reconstruction plans for East Campus Mall shall be approved by the Board of Public Works in their entirety as a condition of this agreement and may be phased for construction with a separate agreement for each phase. The University shall fund the reconstruction of the East Campus Mall.

3. <u>Providing Alternate Access to Properties that May be Affected by the Loss of Vehicular Access on the East Campus Mall.</u>

- a. Phase A East Campus mall closed to normal vehicular traffic and Fitch Court remains in place. Prior to the conversion of the East Campus Mall from a standard City street to a pedestrian / bike mall the University shall complete the following. The University shall dedicate sufficient roadway easement to allow a WB 50 design vehicle (or alternate design vehicle if acceptable to the City Engineer and City Traffic Engineer) to move through Fitch Court and out to Lake Street in a manner sufficient to serve the effected parcels and as required by the City Engineer and City Traffic Engineer. In addition, the University shall construct any necessary street improvements as required by the City Engineer to facilitate the movement however the improvements are considered temporary and full street improvements shall not be required until Phase B. The University shall fund these improvements.
- b. Phase B East Campus mall closed to normal vehicular traffic and Fitch Court discontinued north of University Avenue. The University is interested in asking the City to vacate Fitch Court north of University Avenue. Prior to Vacating Fitch Court north of University Avenue, the University shall complete the following. The University shall dedicate a new future right of way and agree to construct a new future street, including utilities, from North Lake Street to Fitch Court, as approved by the City's Board of Public Works and Common Council and in accordance with the City of Madison Standard Specifications for Public Works Construction. The University will request vacation of all or part of Fitch Court. The new right of way and street shall be sufficient to accommodate a WB-50 design vehicle and shall be sufficient to service the properties adjacent to Fitch Court. This could be accomplished by creating a dead end street with a turn around sufficient to accommodate the design vehicle or by creating some type of a loop street with sufficient turning radii. The University shall enter into an agreement for this work and shall coordinate with the City of Madison for dedication of the future right of way and easements and shall relocate or have relocated any necessary utilities, both private and public that need to be relocated to effect the vacation of Fitch Court. The University shall fund these improvements.
- 4. <u>Public Pedestrian Access.</u> The public shall be allowed continuous pedestrian access through the Maintenance Area unless maintenance required by the University or the City requires the Street to be closed or during the original construction of the pedestrian mall.

- 5. <u>Limited Service Vehicular Access.</u> All properties adjacent to the Maintenance Area shall be allowed continuous limited service and emergency vehicular access as required to service the properties.
- 6. <u>Maintenance</u>. The University at its sole expense shall be responsible for those items listed as University in Appendix A and the City at its sole expense shall be responsible for those items listed as City in Appendix A.
- 7. Special Assessments, Impact Fees and other Charges. No provision contained within this agreement shall preclude the City from assessing costs, collecting impact fees or collecting other charges from abutting property owners for construction, reconstruction, maintenance or service provided the assessment, impact fee or charge is typically imposed for the work or service.
- <u>Utilities.</u> The City shall have permitting authority over private utilities and University utilities being installed in the Maintenance Area. City of Madison General Ordinances and Standard Specifications for Public Works Construction shall apply to utilities excavating and installing facilities in the public right of way. The City's storm sewer and sanitary sewer shall have a designated corridor within the right of way, with no encumbrances from University utilities or facilities. All public and private utilities shall have the right to access North Murray Street/East Campus Mall for construction, maintenance, inspection and repair. No obstructions are allowed that would prevent the City maintenance vehicles from accessing City storm sewers and/or City sanitary sewers. The Division of State Facilities shall relocate and install new public sanitary sewer within the limits of the project. The Division of State Facilities shall bid this work as an Alternate to separate and identify these costs. The City agrees to reimburse the Division of State Facilities for this work up to normal and customary rates for similar work within the City. Any added costs or any increased unit costs deemed to be a result of the sewer work being done differently to accommodate the underlying utility tunnel project shall not be reimbursed by the City. This work must be preformed only under the direction of the City Engineer.
- 9. Master Plan. The University shall agree to work cooperatively with the City of Madison to complete a master plan for the area bounded by Park, State Street, Lake Street and University Ave (700 and 800 blocks). The master plan shall be completed and approved by the Common Council prior to or concurrent with any formal sign off of any subsequent land development for this block however the University may proceed to submit land development proposals to the City without a completed and approved master plan.

The details of the Master Plan will be determined and are subject to change pending further study and investigation. The University acknowledges that the City intends that the Master Plan consider the following to address access, service and street capacity: a) a public service court, designed for truck turnaround service, from Lake Street to Fitch Court to service the subject block's multiple buildings and service needs off-street from Lake Street to North Murray Street/East Campus Mall as outlined in Section 3; b) the dedication by Certified Survey Map by the University of additional street right of way, fee simple and sidewalk easements along Lake Street from University Avenue to State Street adjacent to

University properties (approximately 10-12 feet) to replace and provide capacity for traffic demands, ingress/egress, parking, drop off, and service needs; c) site drop-off/pick-up plans and designs along University Avenue to serve and replace existing like facilities; d) site plans for potential truck service and delivery from University Avenue to North Murray Street/East Campus Mall to service the University Club and other like situated properties; e) working cooperatively with the City to resolve issues related to the removal, replacement or payment for metered parking on North Murray Street/East Campus Mall.

If necessary, the University shall complete a traffic impact study for the 700 and 800 Blocks.

- 10. Reconstruction of University Avenue at N. Murray Street/East Campus Mall for Pedestrian-Bicycle Features. The plans for North Murray Street/East Campus Mall between University Avenue and State Street shall be designed carefully such that adequate pedestrian and bicycle capacities are provided for the various high pedestrian and bicycle traffic flows in these areas.
- 11. <u>Traffic Signals.</u> The University shall execute an agreement with the City Traffic Engineering Division for the traffic signal operation and maintenance costs of the traffic signals installed for the benefit of the University at the intersections of University Avenue and North Murray Street/East Campus Mall and West Johnson Street and North Murray Street/East Campus Mall (similar to existing agreement for the traffic signals at Highland Avenue and Observatory Drive).

12. Term of Agreement.

- a. This agreement shall commence on approximately July 31, 2008, and the agreement shall remain in force and effect until December 31, 2025, after which it shall continue on a month-to-month basis, subject to either party giving the other ninety (90) days written notice of termination. No reason shall be required for termination after the above date.
- b. Termination on Default It is mutually understood and agreed that if the University shall be in default for breach of, noncompliance with, or failure to perform any covenant, agreement, condition or provision required on the University's part to be kept, complied with or performed hereunder each or any of which events or occurrence shall constitute default of the University under this Agreement, the City shall have the right to terminate this Agreement as hereinafter provided. If the City, in the event of any such default, desires to terminate this Agreement, City shall give written notice of default to the University and the University shall have a specified period of not less than ninety (90) days after the giving of such notice to cure the default. If the default exists at the end of such specific period, the City may, in addition to any and all remedies provided by law or this Agreement, declare the term of the Agreement terminated.

- 13. Non-Discrimination. In the performance of this agreement, the parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract because of race, religion, color, age, disability, sex or national origin.
- 14. <u>Misrepresentation</u>. All terms and conditions with respect to this Agreement are expressly contained herein and both parties agree that no representative or agent of the City or the University has made any representation or promise with respect to this Agreement not expressly contained herein.
- 15. <u>Prior Agreements.</u> Where this agreement conflicts with other agreements pertaining to the maintenance of this portion of North Murray Street/East Campus Mall, the provisions of this agreement shall take precedence over previous agreements.
- 17. Severability. If any term or provision of this Agreement or the application thereof to the City or University or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall, or the application of such term or provision to the City or University or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions, or agreements here of shall not operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon the subsequent default or breach. Except as otherwise provided in this lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rule of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- 19. <u>Notices</u>. Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to or personally delivered to:

City

City of Madison

Real Estate Development Unit Director Suite LL-100, Madison Municipal Building 215 Martin Luther King, Jr. Blvd. Madison, WI 53703 University

Board of Regents of the University of Wisconsin System 1860 Van Hise Hall 1220 Linden Drive Madison, WI 53706

AN AGREEMENT BETWEEN THE CITY OF MADISON AND THE UNIVERSITY OF WISCONSIN-MADISON TO PROVIDE FOR THE MAINTENANCE OF NORTH MURRAY STREET/EAST CAMPUS MALL FROM UNIVERSITY AVENUE TO STATE STREET

IN WITNESS THEREOF, the parties hereto execute this Agreement the day first above written:

Witness:		Signed for and in behalf of University of Wisconsi Madison		
half translated a half the knowless are considered and seed on the considered and			Date	
			Date	
Witness:		Signed for and in behalf of City of Madison:		
		Dave Cieslewicz, Mayor	Date	
	Andread and the state of the second contract or the second	Maribeth Witzel-Behl, City Clerk	Date	
Approved As To Form:		Countersigned:		
Michael May	Date	Dean Brasser	Date	
City Attorney		City Comptroller		

Appendix A

North Murray Street/East Campus Mall Maintenance Responsibilities

Item _	Maintenance Item	Responsible Party
1	Maintenance and repair of surface features such as curb and gutter, sidewalk, special paving, asphalt pavements, concrete pavements.	University
2	Landscaping	University
3	Pavement Marking	University
4	Signing	University
5	Storm Sewer Main	City
6	Storm Sewer inlets and leads	University
7	Storm Sewer Laterals	Storm Sewer Lateral are maintained by the entity being served.
8	Sanitary Sewer Main	City
9	Sanitary Sewer Laterals	Sanitary Sewer Laterals are owned and maintained by the entity being served.
10	Street and Pedestrian Lighting Maintenance	University
11	Street and Pedestrian Lighting Electric Utility Bills	University
12	Street and Sidewalk Sweeping	University
13	Snow and Ice Removal	University
14	Graffiti Removal	University
15	Bicycle Racks and Moped Corrals	University



Department of Planning & Community & Economic Development

Planning Division

Website: www.cityofmadison.com

Madison Municipal Building, Suite LL100 215 Martin Luther King, Jr. Boulevard P.O. Box 2985 Madison, Wisconsin 53701-2985 TTY/TEXTNET 866 704 2318 FAX 608 267 8739

PH 608 266 4635

TO:

Madison Plan Commission

FROM:

Bradley J. Murphy, Planning Division Direct

DATE:

March 26, 2008

SUBJECT: Definition of Demolition

The Plan Commission requested staff to bring back a definition of "demolition" for possible inclusion in the zoning ordinance. Zoning, Inspection, Planning and Attorney's Office staff discussed the request and can provide the following information for the Plan Commission's consideration. The simple definition of the word "demolition" as defined by various dictionaries and as it would be applied to buildings is "any act or process that pulls down, tears down, razes or destroys an entire building or structure."

In reviewing zoning ordinances from several other communities, and in discussing the establishment of a definition for possible inclusion in the City's zoning ordinance, staff believe that some additional qualifiers may need to be included if the Plan Commission wishes to trigger the review of partial demolitions. Some communities have included a percentage threshold within the ordinances that allow demolitions of portions of buildings by right, but beyond which would require additional review and approval by the Plan Commission. For example, the City of Madison could include a standard that defined demolition for the purpose of the City's ordinance as "any act or process that destroys, pulls down, tears down or removes exterior walls and roof(s) that constitute 75% or more of the volume of a building or structure."

Because there are many examples of partial demolitions of buildings which occur within the City, the Plan Commission should carefully consider where to set the standard which will trigger the required review by the Plan Commission.

The Plan Commission may wish to schedule this matter for discussion at an upcoming meeting with staff.

