



# City of Madison

City of Madison  
Madison, WI 53703  
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## Master

**File Number: 67893**

**File ID:** 67893

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:** Recreate position #4449 of 1.0 FTE "IT Specialist 3" (CG18, R10) as "IT Specialist 4" (CG18, R12), in the Information Technology Department Operating Budget.

**Final Action:**

**Title:** Recreate position #4449 of 1.0 FTE "IT Specialist 3" (CG18, R10) as "IT Specialist 4" (CG18, R12), in the Information Technology Department Operating Budget.

**Notes:**

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

**Effective Date:**

**Attachments:** FinComm Memo IT Specialist 3-4.pdf, WU\_IT Specialist\_3-4 PD.pdf

**Enactment Number:**

**Author:** Julie Trimbell, Human Resources Analyst

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	10/13/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (10/25/21), Common Council (11/2/21)						
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67893

#### Fiscal Note

The proposed position recreation has an annualized cost of approximately \$7,636, including benefits. This position is an IT Project Manager for the Water utility and is fully funded by Water. No additional City appropriation is required.

#### Title

Recreate position #4449 of 1.0 FTE "IT Specialist 3" (CG18, R10) as "IT Specialist 4" (CG18, R12), in the Information Technology Department Operating Budget.

**Body**

Resolution recreating the 1.0 FTE position #4449 of "IT Specialist 3" (CG18, R10) as "IT Specialist 4" (CG18, R12), in the Information Technology Department Operating Budget, thereof.

TO: Finance Committee

FROM: Julie Trimbell, Human Resources

DATE: October 4, 2021

SUBJECT: IT Specialist 3/4 – Information Technology Department/Water Utility

The 2021 Information Technology Department (IT) Operating Budget includes the addition of a 1.0 FTE IT Specialist 3 position (CG 18-10), #4449, which is funded entirely by the Water Utility (WU) to provide services specifically designated for that agency. To date, the position has remained vacant; however, in anticipation of filling the position Information Technology Director Sarah Edgerton has reviewed the level of services needed by WU and is requesting the position be recreated as an IT Specialist 4 to meet their needs appropriately. Upon reviewing the submitted position description and conducting interviews with Sarah and Water Utility's Computer Mapping/GIS Coordinator Pete Braselton, I recommend position #4449 be recreated as an IT Specialist 4 (CG18-12) due to the nature of the work described.

The IT Specialist 4 class spec describes:

...**professional leadership** work in the development or support of **complex automated management information systems**. This work requires **considerable judgment, discretion and expertise** in the development or support of highly complex and diverse management information systems. Work is characterized by **significant technical or project leadership responsibility** for the development and implementation of specified technology areas. Employees may be expected to supervise lower-level employees on a project basis, and provide **general leadership to lower-level staff**. Employees work under the general supervision of a Principal IT Specialist or other supervisor/manager and operate with considerable independence in meeting established objectives. [emphasis added]

The duties and responsibilities of the IT Specialist 4 that differentiate it from the 3 are:

- Perform all work of an IT Specialist 3, with increased emphasis on project leadership or technical leadership for the most complex information technology duties, functions and responsibilities.
- Take full responsibility for specified technology areas (e.g. database design and administration, City website, GIS, enterprise applications, content management systems).
- Work with customers on the most complex automated applications (e.g., involving system networking; highly diverse user interests and objectives; multi-dimensional utilization; and with significant pressures/responsibility for results).
- Plan, assign, lead and monitor other IT Specialists. Provide technical training and consultation. Participate in hiring processes, and other staff utilization issues. Act as Project Leader on major development projects.
- Provide recommendations on departmental policies and procedures, budgeting and planning issues.
- Represent the department on sensitive interaction with customers and vendor negotiations.

- Act on behalf of the Principal IT Specialist or Applications Development Division Manager, as assigned.

Water Utility has several complex technology systems, including automated metering, customer information and billing, computerized maintenance management, Supervisory Control and Data Acquisition (SCADA), communication resources, and data acquisition, management and analysis support, of which different WU managers have designated authority. This position was created as the WU managers do not possess the technical knowledge to fully maintain and support these complex systems, and the staffing level within IT could not appropriately support the variety of these systems. The new position will serve as the main IT liaison and project/technical lead for WU technology needs and services over these diverse systems. The position will gather business needs and requirements from WU staff, determine project proposals, handle vendor negotiations and third party software implementations, and serve as a project manager to oversee timelines and budgets, align the services needed between WU and IT, and coordinate work with other IT staff members. In time, the work will include performing research and recommending new hardware and software systems for the Water Utility. The position will work under the general supervision of both the IT Applications Development Manager and the WU Computer Mapping/GIS Coordinator, and will supervise IT staff on a project basis and provide leadership to lower-level employees.

The project and technical leadership work needed for this position is similar to the level of project management experience performed by IT Specialist 4s in IT, as the incumbent will be coordinating and leading the work of other IT Specialists. As the IT Specialist 4 classification already exists in the City’s classification scheme, recreation of position #4449, IT Specialist 3, within the IT operating budget may be authorized directly by the Finance Committee, according to Mayoral APM 2-4. Therefore, I am recommending recreation of the IT Specialist 3 position (CG 18-10), #4449, to an IT Specialist 4 (CG18-12), within the Information Technology operating budget.

The necessary resolution to implement this recommendation has been drafted.

Editor’s Note:

Compensation Group/Range	2021 Annual Minimum (Step 1)	2021 Annual Maximum (Step 5)	2021 Annual Maximum +12% longevity
18/10	\$71,630	\$86,086	\$96,417
18/12	\$78,305	\$94,535	\$105,880

cc: Sarah Edgerton – Information Technology Director  
 Krishna Kumar – Water Utility General Manager  
 Pete Braselton - Computer Mapping/GIS Coordinator  
 Kathy Schwenn – Water Utility Finance Manager  
 Dave Faust – IT Applications Development Manager

## CITY OF MADISON POSITION DESCRIPTION

1. Name of Employee (or "vacant"):

Vacant

Work Phone: Unknown at this time as position is new.

2. Class Title (i.e. payroll title):

IT Specialist 4

3. Working Title (if any):

Water Utility/IT Senior Project Manager

4. Name & Class of First-Line Supervisor:

Dave Faust, Application Development Manager

Work Phone: (608) 266-4857

5. Department, Division & Section:

Information Technology

6. Work Address:

119 E Olin Avenue (primary) / City-County Building (secondary)

7. Hours/Week: 38.75

Start time: 7:00 a.m. End time: 3:30 p.m.

8. Date of hire in this position:

New

9. From approximately what date has employee performed the work currently assigned:

N/A

- 
10. Position Summary:

This is professional leadership work in the lifecycle management of complex information management systems for Madison Water Utility (MWU) including automated metering, customer information and billing, computerized maintenance management, Supervisory Control and Data Acquisition (SCADA), communication resources, and data acquisition, management & analysis support. This work requires considerable judgment, discretion, and expertise in the lifecycle of a diverse portfolio of Water Utility information management systems. Work is characterized by significant technical or project leadership responsibility for the implementation, maintenance, and depreciation of specified technology areas.

Employees may be expected to lead lower-level employees on a project basis. Employee will work under general supervision of the City IT Applications Development Manager and WU Mapping & GIS Coordinator, and operate with considerable independence in meeting established objectives. This position will support the budget, planning, and documentation of Water Utility IT projects. Work may involve activity and resource planning, organizing and motivating the project team. They will monitor project progress and ensure customer satisfaction.

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

**45% A. Project Coordination with MWU and IT staff**

1. Serve as liaison between MWU and City IT. Align MWU business needs with the appropriate IT personnel.
2. Maximize MWU's existing IT investment by aligning and consolidating business processes with existing solutions.
3. Manage the coordination and communications of a project as it relates to the scope, schedule, budget, quality, risks, procurement, and stakeholders.
4. Perform research, gather costing information, vendor quotes and recommend hardware and software based on current or new City technology standards.
5. Plan, assign, lead, and monitor other IT Specialists and WU Staff, including training other staff and recommending third-party training for them.
6. Gather business needs and requirements and help turn those goals into concrete projects and detailed proposals
7. Oversee third-party software implementations: Identify and evaluate products, define requirements, participate in RFP process and contract negotiations, create project plans, and facilitate the management of projects.
8. Coordinate and implementation of security best practices and standards with vendors, IT and MWU staff in compliance with regulatory requirements and auditors.
9. Develop full-scale project plans and associated communications documents.
10. Coordinate staff time within IT and Water Utility for Quality Assurance testing, meetings, and review of software applications.
11. Proactively manage project-related issues, with particular emphasis on those that may affect the scope, schedule, and/or budget and devise contingency plans.
12. Develop implementation timeline in cooperation with customer and affected parties.
13. Ensure quality assurance and testing is performed.
14. Monitor project budget and approve vendor payments.
15. Identify and resolve issues and conflicts within project teams.
16. Develop and produce system documentation, instructional and procedural manuals.
17. Provide training and education by way of in-person discussions and written documentation.
18. Maintain effective and professional relationships with vendors and their technical support personnel.
19. Delegate tasks and responsibilities to appropriate personnel.
20. Ensure adherence to best practices and City policies and procedures.

**45% B. IT Portfolio Management**

1. Meet with internal and external customers to determine business needs and constraints.
2. Work with system owners to track lifecycle of existing IT solutions. Proactively plan for end of life and depreciation of aging systems.
3. Work with system owners to track on-going maintenance and support for existing IT systems. Account for planned growth and expansion of systems.
4. Work with system owners to determine staffing and ongoing support requirements for MWU IT systems.

**10% C. Internal Administrative Tasks**

1. Train and stay current on industry standard technologies as needed.
2. Attend team meetings.
3. Maintain records, prepare status reports, and document communications
4. Develop and deliver progress reports, proposals, requirements documentation, and presentations.
5. Include racial equity and social justice considerations in projects and initiatives.

12. Primary knowledge, skills and abilities required:

Expert project management experience on enterprise-wide projects. Ability to develop and maintain effective working relationships with internal staff and staff of other agencies. Ability to make project assignments to staff. Ability to problem solve, apply logic, and perform process identification and critical thinking. Ability to effectively participate in team efforts to improve/develop departmental programs and services. Ability to implement third-party software purchases from evaluation to production. Ability to exercise judgment and discretion in completing assigned tasks. Ability to determine customer needs and define the scope of projects. Ability to learn computer software packages and adapt to specific user applications quickly and effectively. Ability to plan for system scalability, growth, and budget requirements. Ability to communicate and work effectively with users, department staff, vendors, and consultants. Ability to work in a team environment. Ability to develop realistic estimates, establish realistic schedules and meet deadlines on a consistent basis. Ability to work independently, manage multiple projects on an ongoing basis. Ability to plan and prioritize work assignments. Ability to facilitate projects, recommend change and communicate methods. Ability to work with both users and project team members to resolve problems in a timely and effective manner. Ability to effectively participate in team efforts to improve/develop departmental programs and services. As new technologies emerge that impact our systems, Information Technology Specialists 4 are expected to learn to integrate them with our systems. Ability to communicate effectively both orally and in writing. Ability to maintain adequate attendance.

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13. Special tools and equipment required:

None

14. Required licenses and/or registration:

None

15. Physical requirements:

Keyboard Skills

16. Supervision received (level and type):

Work is performed under general supervision of City IT Applications Development Manager with the support of WU Mapping & GIS Coordinator

17. Leadership Responsibilities:

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

18. Employee Acknowledgment:

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

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EMPLOYEE

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DATE

19. Supervisor Statement:

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

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SUPERVISOR

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DATE

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





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## Master

**File Number: 67882**

**File ID:** 67882

**File Type:** Resolution

**Status:** Items Referred

**Version:** 2

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:** SUBSTITUTE - Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Final Action:**

**Title:** SUBSTITUTE - Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Notes:**

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

**Effective Date:**

**Attachments:** File 67882 - Version 1.pdf

**Enactment Number:**

**Author:** Emaan Abdel-Halim, Human Resources Services Manager

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	10/13/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>	Finance Committee (10/25/21), Common Council (11/2/21)					
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Resolution was Referred to the FINANCE COMMITTEE					
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67882

#### Fiscal Note

The proposed resolution authorizes a double-fill of an Accounting Technician 3 position in the Finance Department due to a retirement. The estimated cost of the double-fill is approximately \$13,000, including benefits. This cost will be absorbed in the Finance Department's 2021 and 2022 Adopted Operating Budgets.

#### Title

SUBSTITUTE - Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Body**

WHEREAS, Accounting Technician 3, Wendy Murkve, is retiring from City of Madison employment effective February 4, 2022; and,

WHEREAS, Wendy Murkve's last day of work will be January 7, 2022 and she will be using leave to cover the last 4 weeks of employment through the week of February 4, 2022; and,

WHEREAS, the position is critical to maintain high level of customer service for City special assessments and ambulance. This position is the liaison between the ambulance billing company and the collection agency, and handles all of the ambulance billing, payments, reconciliations, and inquiries. This position is responsible for monitoring special assessment projects in Legistar, entering preliminary and final assessments, entering special charges, responding to title companies, and creating invoices and processing payments from City residents. This position is also essential for adequate separation of duties for special assessment billing and payment processing; and,

WHEREAS, the double fill of the Accounting Technician 3 Position from December 7th, 2021 through the week of February 4, 2022, at an estimated cost of ~~\$8,842~~, including benefits of \$12,953. This cost will be absorbed in the Finance Department's 2021 and 2022 Adopted Operating Budgets; and,

WHEREAS, Finance would like to offer the position and have a candidate start at the beginning of December, in order to allow the selected candidate to work with Wendy Murkve to learn the position, and,

WHEREAS, the double-fill will exceed thirty (30) days,

NOW, THEREFORE BE IT RESOLVED, that the Finance Department is authorized to double-fill position #780 of Accounting Technician 3, from approximately December 7, 2021 through February 4, 2022, which will be Wendy Murkve's final date on the payroll.



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## Master

**File Number: 67882**

**File ID:** 67882

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:** Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Final Action:**

**Title:** Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Notes:**

**CC Agenda Date:** 10/19/2021

**Agenda Number:** 69.

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

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** Emaan Abdel-Halim, Human Resources Services Manager

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	10/13/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (10/25/21), Common Council (11/2/21)						
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67882

**Fiscal Note**

FISCAL NOTE PENDING

**Title**

Resolution authorizing a double-fill of the position #780, of Accounting Technician 3 in the Finance Department due to the retirement of Wendy Murkve.

**Body**

WHEREAS, Accounting Technician 3, Wendy Murkve, is retiring from City of Madison employment effective February 4, 2022; and

WHEREAS, Wendy Murkve's last day of work will be January 7, 2022 and she will be using leave to cover the last 4 weeks of employment through the week of February 4, 2022; and

WHEREAS, the position is critical to maintain high level of customer service for City special assessments and ambulance. This position is the liaison between the ambulance billing company and the collection agency, and handles all of the ambulance billing, payments, reconciliations, and inquiries. This position is responsible for monitoring special assessment projects in Legistar, entering preliminary and final assessments, entering special charges, responding to title companies, and creating invoices and processing payments from City residents. This position is also essential for adequate separation of duties for special assessment billing and payment processing.

WHEREAS, the double fill of the Accounting Technician 3 Position from December 7th, 2021 through the week of February 4, 2022, at an estimated cost of \$8,842, including benefits. This cost will be absorbed in the Finance Department's 2021 and 2022 Adopted Operating Budgets.

WHEREAS, Finance would like to offer the position and have a candidate start at the beginning of December, in order to allow the selected candidate to work with Wendy Murkve to learn the position, and

WHEREAS, the double-fill will exceed thirty (30) days;

NOW, THEREFORE BE IT RESOLVED, that the Finance Department is authorized to double-fill position #780 of Accounting Technician 3, from approximately December 7, 2021 through February 4, 2022, which will be Wendy Murkve's final date on the payroll.



# City of Madison

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## Master

**File Number: 67884**

**File ID:** 67884

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:** Supporting Madison Metro's 5339b Grant Application to Federal Transit Administration for renovations at Metro's maintenance facility located at 1101 E. Washington.

**Final Action:**

**Title:** Supporting Madison Metro's 5339b Grant Application to Federal Transit Administration for renovations at Metro's maintenance facility located at 1101 E. Washington.

### Notes:

**Sponsors:** Satya V. Rhodes-Conway, Grant Foster, Keith Furman and Barbara Harrington-McKinney

**Effective Date:**

### Attachments:

**Author:** Scott Korth

**Enactment Number:**

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

**Hearing Date:**

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Metro Transit	10/13/2021	Referred for Introduction		10/19/2021		
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Transportation Commission, Finance Committee				
1	COMMON COUNCIL	10/19/2021	Referred	TRANSPORTATION COMMISSION			
	<b>Action Text:</b>		This Resolution was Referred to the TRANSPORTATION COMMISSION				
	<b>Notes:</b>		Additional referral to Finance Committee				
1	TRANSPORTATION COMMISSION	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					
1	TRANSPORTATION COMMISSION	10/27/2021					

### Text of Legislative File 67884

**Fiscal Note**

*The proposed resolution expresses support for Metro Transit's 5339b grant application to the Federal Transit Administration (FTA) for bus facility improvements at 1101 E. Washington. A separate resolution accepting the grant award will be submitted at a later date should the City be awarded the grant funding from the FTA. Matching funds for this grant would come from existing GO borrowing anticipated in the out years of Metro's capital improvement plan (CIP) in the Facilities Repairs and Improvement program. No additional GO Borrowing, beyond what is currently planned in the CIP, is anticipated to meet the grant match requirements.*

**Title**

Supporting Madison Metro's 5339b Grant Application to Federal Transit Administration for renovations at Metro's maintenance facility located at 1101 E. Washington.

**Body**

WHEREAS, the Madison Metro Transit Facility Study, completed March 9, 2018, recommended a six-phase strategy with over \$55 million in renovations at 1101 E. Washington Avenue, and

WHEREAS, Metro has followed the recommendations in the report, starting with the 2018 roof replacement project, and

WHEREAS, the Phase 3B project is remodeling about 40,000 SF of existing space that includes the two story Admin Area of the building, Dispatch and the complete renovation of the western half of Maintenance A with a total project budget of approximately \$10.5 million, and;

WHEREAS, the Federal Transit Administration has a competitive funding program, 5339b, for Buses and Bus Facilities, of which the renovations at Metro's maintenance facility located at 1101 E. Washington would qualify for a federal grant under this program, and;

WHEREAS, the program requires a commitment for a local funding match with the application, and that such commitment would make Metro's application for such grant more competitive, and;

WHEREAS, the Madison Common Council has taken similar action (RES-15-00342, RES-19-00471 and RES-20-00282) to amend and adjust the city budget to demonstrate the City's commitment to providing local match for a federal grant to fund transit supportive investments, and;

WHEREAS, the City of Madison's 2021 Six Year Capital Improvement Plan includes city funding for Metro Facilities Repairs and Improvement in the amount of \$10,540,000 in 2023, of which this grant submittal supports and helps implement.

WHEREAS, a separate resolution will be introduced to accept the 5339b funding if Metro Transit is awarded it.

NOW, THEREFORE, BE IT RESOLVED, that if the Federal Transit Administration awarded the City of Madison a grant of up to \$8.4 million for renovations at Metro's maintenance facility, the City of Madison would provide the match funds required, up to \$2.1 million.



# City of Madison

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## Master

**File Number: 67885**

**File ID:** 67885

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:**

**Final Action:**

**Title:** Supporting Madison Metro's FY 2021 Route Planning Restoration Program Grant Application to Federal Transit Administration for planning work and software to do a phased route implementation scenario in response to the COVID pandemic.

**Notes:**

**Sponsors:** Satya V. Rhodes-Conway, Grant Foster, Keith Furman and Barbara Harrington-McKinney

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** Scott Korth

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Metro Transit	10/13/2021	Referred for Introduction		10/19/2021		
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Transportation Commission, Finance Committee				
1	COMMON COUNCIL	10/19/2021	Referred	TRANSPORTATIO N COMMISSION			
	<b>Action Text:</b>		This Resolution was Referred to the TRANSPORTATION COMMISSION				
	<b>Notes:</b>		Additional referral to Finance Committee				
1	TRANSPORTATION COMMISSION	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					
1	TRANSPORTATION COMMISSION	10/27/2021					

### Text of Legislative File 67885

#### Fiscal Note

*The proposed resolution expresses support for Metro Transit's FY 2021 Route Planning*

*Restoration Program grant application to the Federal Transit Administration (FTA) for planning work and software to do a phased route implementation scenario in response to COVID. A separate resolution accepting the grant award will be submitted at a later date should the City be awarded the grant funding from the FTA.*

**Title**

Supporting Madison Metro's FY 2021 Route Planning Restoration Program Grant Application to Federal Transit Administration for planning work and software to do a phased route implementation scenario in response to the COVID pandemic.

**Body**

WHEREAS, the City of Madison seeks to expand Transit to meet the growing transportation needs of the City, and;

WHEREAS, that the Imagine Madison Comprehensive Plan Land Use and Transportation Strategy 1 recommends improving transit service, especially peripheral employment and planning areas, and;

WHEREAS, in 2020 Metro started to conduct a route network redesign study that will be complete by the end of 2021 and the result of this study will be the basis for this implementation project, and;

WHEREAS, the Federal Transit Administration has a competitive funding program, Route Planning Restoration Program authorized by the American Rescue Plan Act (ARPA) that currently has \$25 million in funding for FY 2021, which will be awarded competitively to support planning for the restoration of transit routes following the coronavirus pandemic, and;

WHEREAS, the program has no cost share commitment for a local funding match with the application, as it is funded at 100% Federal through the American Rescue Plan Act (ARPA), and;

WHEREAS, the Madison Common Council has taken similar action (RES-15-00342, RES-19-00471 and RES-20-00282) to demonstrate the City's commitment to providing local match for a federal grant to fund transit supportive investments, and;

WHEREAS, a separate resolution will be introduced to accept the Route Planning Restoration grant funding and amending the 2022 capital budget to provide planning funding in 2022 if Metro Transit is awarded this grant.

NOW, THEREFORE, BE IT RESOLVED, that the City of Madison supports Metro's FY 2021 Route Planning Restoration Program Grant Application to Federal Transit Administration for planning work and software to do a phased route implementation scenario in response to the COVID pandemic.





# City of Madison

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## Master

**File Number: 67744**

**File ID:** 67744

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/07/2021

**File Name:** Facade Grant Schwa Tailor Shop 917 Williamson St.

**Final Action:**

**Title:** Authorizing the City's Façade Improvement Grant to Schwa Industries, LLC DBA Schwa Tailor Shop for a project located at 917 Williamson Street. (6th AD)

### Notes:

**Sponsors:** Brian Benford

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Tom Otto - Economic Development Specialist

**Hearing Date:**

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

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	10/07/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>	Finance Committee (10/25/21)					
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Resolution was Referred to the FINANCE COMMITTEE					
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

## Text of Legislative File 67744

### Fiscal Note

The proposed resolution authorizes up to \$10,000 for a façade improvement grant. This grant will be funded by the Economic Development Division's 2020 Façade Improvement Grants capital program, which will have approximately \$13,000 of remaining budget authority following this grant. No additional City appropriation is required. The Façade Improvement Grant capital program was folded into EDD's Small Business Equity and Recovery capital program for the 2021 Adopted Capital Budget with the expectation that façade improvement grants will continue through this new program once the remaining budget authority from the 2020 Façade Improvement Grants capital program is disbursed.

### Title

Authorizing the City's Façade Improvement Grant to Schwa Industries, LLC DBA Schwa Tailor Shop for a project located at 917 Williamson Street. (6th AD)

**Body**

On October 3, 2000, the Common Council adopted Resolution ID # 61179, approving the Façade Improvement Grant Program to support and encourage small local businesses to reinvest in the downtown and smaller, neighborhood shopping and business areas and designating the Community Development Authority as the agent of the City for the operation and administration of the Program. The grants are matching grants and will be provided in an amount up to 50% of the total project costs up to a maximum of \$10,000 for a single facade, \$20,000 for a building with two facades, and \$25,000 for a "flatiron" building. The objective of the Program is to restore, beautify, or enhance the entire facade or elevation of a commercial building. The Façade Improvement Grant Program Staff Team has reviewed the following Façade Improvement proposals and determined that it meets the requirements of the Program. The CDA has granted a waiver to the Program Target Area. The Urban Design Commission has reviewed the proposal and recommends design approval.

NOW, THEREFORE, BE IT RESOLVED that the Common Council does hereby approve the following Façade Improvement Grant proposals:

Grantee: Schwa Industries, LLC DBA Schwa Tailor Shop at 917 Williamson St .

The scope of the exterior work will include Façade work on the Williamson St Façade including:

- a. Replacement of existing storefront & glass
  - b. Repair roof canopy and window boxes
  - c. Signage, repairs & painting
- \*Project budget includes CM & design fees

Total project cost is estimated at \$29,000.00. Façade Improvement Grant not to exceed \$10,000.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute grant agreements with the grantees and any other documents necessary to complete these improvements.

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



# City of Madison

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

## Master

**File Number: 67817**

**File ID:** 67817

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/12/2021

**File Name:** 12412 - Lease to Sriram Sunprairie LLC

**Final Action:**

**Title:** Authorizing the City's execution of a lease agreement between the City of Madison and Sriram Sunprairie LLC, for a portion of a building on the City's property located at 1810 South Park Street. (14th AD)

### Notes:

**Sponsors:** Sheri Carter

**Effective Date:**

**Attachments:** 12412 Exhibit - Lease.pdf

**Enactment Number:**

**Author:** Andy Miller, Real Estate Specialist

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	10/12/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>	Finance Committee (10/25/21)					
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Resolution was Referred to the FINANCE COMMITTEE					
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67817

#### Fiscal Note

Monthly rent payable to the City will be \$2,500 and deposited in the City's General Fund. If any renewal options are exercised, renewal terms will be subject to an annual 3.0% increase in rent. No additional City appropriation is required.

#### Title

Authorizing the City's execution of a lease agreement between the City of Madison and Sriram Sunprairie LLC, for a portion of a building on the City's property located at 1810 South Park Street. (14th AD)

#### Body

WHEREAS, the City of Madison ("City") is the owner of the property containing 72,311 square feet of land and 28,053 square feet of commercial office and warehouse space in five buildings, located at 1810 South Park Street, legally described and depicted in Exhibit A and Exhibit B of attached Exhibit - Lease ("City's Property"); and

WHEREAS, the City purchased the City's Property on September 30, 2020, for land banking purposes; and

WHEREAS, the City has no immediate plans to redevelop the City's Property and desires to provide commercial spaces at the City's Property for small and local business entities; and

WHEREAS, the terms of a lease have been negotiated between the City's Office of Real Estate Services and Sriram Sunprairie LLC ("Lessee"), and the City and Lessee desire to enter into the new lease agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease agreement with the Lessee ("Lease"), substantially, though not exclusively, on the terms and conditions detailed in the Lease, attached to this resolution as Exhibit - Lease.

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

# EXHIBIT - LEASE

## LEASE

(This document is a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This lease (the "Lease"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the "City"), and **Sriram Sunprairie LLC**, a Wisconsin limited liability company (the "Lessee"; and together, the City and Lessee shall be called the "Parties").

### WITNESSETH:

WHEREAS, the City is the owner of the commercial building located at 1810 South Park Street, in Madison, Dane County, Wisconsin (the "Building"), which Building is located on real property owned by the City, as described in attached Exhibit A and depicted on attached Exhibit B (the "City's Property").

NOW, THEREFORE, the Parties mutually agree as follows:

1. Leased Premises. The City hereby leases to the Lessee approximately 2,034 square feet of space in the Building, being the portion of the Building depicted on attached Exhibit C (the "Leased Premises").
2. As Is, Where Is. The City leases the Leased Premises to the Lessee in "as is", "where is" condition with all faults and City makes no representations or warranties, either express or implied, as to the condition of the property or any improvements thereon, as to the suitability or fitness of the property or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the property, or, except as set forth elsewhere herein, as to any other matter whatsoever.
3. Term. The term of the Lease shall commence on the Effective Date and expire on December 31, 2022 (the "Initial Term"), subject to early termination pursuant to the terms of this Lease.
4. Rent. Beginning on January 1, 2022 and continuing through the Initial Term, the Lessee shall pay a monthly rent of Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00). Subsequent rent payments shall be due on or before the First (1<sup>st</sup>) day of each month this Lease is in effect. All payments are to be made payable to the City Treasurer, and sent or personally delivered to the Economic Development Division at the address specified in Section 31, or to the address of a property manager, as designated by the City.

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Return to: City of Madison  
Economic Development Division  
Office of Real Estate Services  
P.O. Box 2983  
Madison, WI 53701-2983

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Tax Parcel No.: 251-0709-263-0501-6

- a. Any rent that is not paid within thirty (30) days of its due date shall accrue interest at the rate of twelve percent (12%) per annum from the due date until paid. In addition to the provisions of Section 22, the City shall have the right, under this Section, to send late payments of Rent to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat. §71.935.
  - b. In the event the Lease is renewed as detailed in Section 6, the rent shall increase by three percent (3%) per year compounded annually. The rent adjustment as described in this Section shall continue throughout any renewal or hold over period(s), if any, following the Initial Term of this Lease.
5. Security Deposit. The Lessee shall pay to the City a security deposit of Two Thousand Five Hundred Dollars (\$2,500) to secure the performance by the Lessee of the conditions set forth in Sections 26 and 27. The security deposit shall be held in escrow by the City and shall be returned to the Lessee, without interest, within thirty (30) days after the conditions set forth in Sections 26 and 27 have been completed to the satisfaction of the City.
6. Options to Renew. If, at the end of the Initial Term of this Lease or at the end of the previous renewal term, if applicable, the Lessee is not in default under the terms and conditions of this Lease, then the Lessee shall have Two (2) successive options to extend this Lease for additional terms of up to one (1) year each, under the same terms and conditions provided in the original term of this Lease. If the Lessee desires to renew this Lease, the Lessee must give notice to the City, as specified in Section 31, a minimum of ninety (90) days prior to the expiration of the Initial Term or any renewal term. Following receipt of such notice, the City shall provide notice to the Lessee of its approval or denial of the Lessee's request for renewal. If the City does not assent to a renewal notice pursuant to this Section within thirty (30) days after receipt of such notice, renewal shall be deemed denied.
7. Use. The Lessee will occupy and use the Leased Premises solely for the purpose of operating a beauty supply store and activities related thereto, and for no other purposes whatsoever without the City's prior written consent, which consent the City may withhold in its sole discretion.
8. Common Areas. The City grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located on the Property. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of the Building. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The City shall be responsible for cleaning, maintaining and repairing the Common Areas.
9. Utilities. The City shall provide heat, electricity, sewer, storm water, and water service. The Lessee shall be responsible for arranging the start and stoppage of any telephone, internet, cable or television service furnished to the Leased Premises, and all costs related thereto.
10. Assignment and Subletting. The Lessee shall not assign this Lease nor sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold at its sole discretion.

11. Construction. Except as authorized by this Section 11, no construction, modification, improvement, alteration, redecoration, or remodeling of the Leased Premises shall be undertaken without prior written approval from the Director of the City Economic Development Division. Any such construction, modification, improvement, alteration, redecoration, or remodeling shall be at the expense of the Lessee and remain for the benefit of the City, unless otherwise provided in such written approval. In all cases, the Lessee is responsible for following all applicable ordinances, codes, statutes, and laws, and obtaining all permits required for any construction activity.

Upon the execution of this Lease by the Parties, the Lessee may replace the flooring and paint the walls throughout the Leased Premises.

12. Liens and Title.

- a. The Lessee shall not suffer or permit any construction or mechanics' lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Leased Premises or any part thereof through or under the Lessee; and nothing contained herein shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Leased Premises or any part thereof, nor as giving the Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or mechanics' lien against the fee of the Leased Premises. If any such lien is filed, the Lessee shall immediately cause the same to be discharged or released or shall upon request provide adequate and acceptable security or bond to protect the City's interest.
- b. If any such construction or mechanics' lien shall at any time be filed against the Leased Premises, the Lessee covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged by payment, bonding or otherwise, and that it will hold the City free and harmless of and from any and all liability to any contractor, subcontractor, materialman, laborer or any other person relating to or arising because of any improvements or alterations on or to the Leased Premises, and that it will also defend on behalf of the City, at the Lessee's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of any such lien, and that it will pay any damages and discharge any judgments entered therein. Upon the Lessee's failure to do any of the foregoing things, the City may take such action as may be reasonably necessary to protect the City's interest, in addition to any other right or remedy which it may have; and any amount paid by the City in connection with such action shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.
- c. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises or any portion of the Property.

13. City's Responsibilities.

- a. The City shall keep the foundation; roof; electrical, plumbing and sewer systems; heating, ventilating and air conditioning system; exterior doors; window frames; windows and structural portions of the walls of the Leased Premises in good condition and repair and shall make any repairs/replacements required. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors. The Lessee shall give the City written notice of the necessity for repairs/replacements coming to the attention of the Lessee, following which the City shall have a reasonable time to undertake and complete such repairs.
- b. The City shall make all repairs and replacements necessitated by any peril covered by its standard fire and extended coverage insurance policy. Should the Building be wholly or partially damaged by any cause in excess of 50% of the appraised value of the Building as established by the City's insurance carrier, the City shall have the sole option to repair or replace the structure or to demolish the entire structure at which time this Lease shall automatically terminate without liability to either party.
- c. The City shall be responsible for the cleaning and maintenance of the Common Areas and grounds of the Property, including but not limited to, snow and ice removal, maintenance and repair of parking areas, maintaining proper lighting, and lawn and landscaping maintenance.
- d. The City shall provide trash and recycling services for use by the tenants of the Building.
- e. The City shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, upon or about the Building or the Leased Premises nor for damage occasioned by water, snow, or ice being upon or coming through the roof, skylight, trap door or otherwise.

14. Lessee's Responsibilities. The Lessee shall, at its own expense, keep and maintain the Leased Premises and every part thereof, and any fixtures, facilities or equipment contained therein, including exterior and interior signs; light fixtures, including replacement of light bulbs and ballasts; all plumbing fixtures and accessories; sinks and drains, including unclogging; interior walls including drywall, plaster, and other wall surfaces that may be present; and finish flooring materials and surfaces, in good condition and repair and in a presentable condition consistent with good business practice and in a manner consistent with the preservation and protection of the general appearance and value of other premises in the immediate vicinity. In the event any of the items listed in this Section 14 need to be replaced, whether at the time the Lessee takes occupancy of the Leased Premises or at any time while this Lease is in effect, such replacement(s) shall be at the Lessee's sole expense.

- a. In the event Lessee or any of its customers, members, employees, agents, invitees, contractors or licensees, damage the Leased Premises or the Property, then Lessee shall be responsible for the repair or replacement of the damaged items/improvements.
- b. No storage of materials and/or equipment is permitted outside the Leased Premises,



except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

- c. The Lessee shall be responsible for properly storing and containing trash and recycling within the Leased Premises, and shall be responsible for transferring the same to containers or dumpsters provided by the City.
  - d. The Lessee shall be responsible for pest control within the Leased Premises.
  - e. The Lessee shall be responsible for replacing any lost keys to the Building or Leased Premises.
15. Property Rules and Regulations. Lessee, its vendors and contractors are to abide by all Property rules & regulations listed below (collectively, the “Rules and Regulations”):
- a. Lessee shall not obstruct any sidewalks, halls, passages, exits entrances, elevators, or stairways of the Property. The City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City would be prejudicial to the interests of the Property and its Lessees; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.
  - b. Lessee shall not use or keep in the Leased Premises any kerosene, gasoline, or inflammable or combustible fluid or material other than those limited quantities necessary for the operation of a beauty supply store and activities related thereto.
  - c. Lessee shall not use or permit to be used in the Leased Premises any foul or noxious gas or substance, do or permit anything to be done in the Leased Premises which materially obstructs, materially interferes, or materially injures City or other lessees in the Building, nor shall Lessee bring into or keep in or about the Leased Premises any birds or animals, except seeing eye dogs or certified service animals when accompanied by their masters.
  - d. Lessee shall not use any method of heating or air conditioning other than that supplied or approved by the City.
  - e. City reserves the right to prevent access to the Leased Premises in case of invasion, riot, earthquake or other emergency by closing the doors or by other appropriate action.
  - f. The toilet rooms, toilets, urinals, washbowls and other plumbing apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind shall be discarded therein.
  - g. Lessee shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by City and that are consistent with the Lease or any governmental agency.
  - h. City shall enforce the Rules and Regulations in a non-discriminatory manner, but shall, in addition to any remedies provided herein, have the right to expel persons violating law or these Rules and Regulations. If City agrees to less burdensome or more favorable rules and

regulations for the benefit of any other lessee, these Rules and Regulations shall be automatically amended to include any such less burdensome or more favorable Rules and Regulations.

- i. These Rules and Regulations are in addition to the terms, covenants and conditions of the Lease for use of Leased Premises in the Building. In the event these Rules and Regulations conflict with any provision of the Lease, the Lease shall control.
  - j. Smoking, including the use of e-cigarettes, is prohibited throughout the interior and exterior of the Property. Violators will be ticketed and/or removed from the Property.
  - k. Alcoholic Beverages. The Lessee shall not sell or keep on the Leased Premises alcoholic beverages of any kind whatsoever, in accordance with Madison General Ordinances. An exception may be made for using and serving alcohol during special events held in the Leased Premises. Said exception shall require application for a liquor license to serve beer and wine on a limited basis for special events, with a copy of the approved license provided to the City.
  - l. Sidewalks/Right of Way. Lessee shall not use the sidewalks to keep or sell merchandise.
  - m. The City reserves the right to make reasonable additions and modification to the Rules and Regulations, with cooperation with the Lessee.
  - n. Any and all window coverings require City approval prior to installation.
16. Taxes and Assessments. The City is a tax exempt entity. Should any City of Madison Ordinance or State of Wisconsin Statute after the Effective Date require that the Property be subject to real estate taxes or assessments, the City shall be liable for all such real estate taxes and assessments in relation to the Property. The Lessee shall be responsible for all personal property taxes on its personal property.
17. Indemnification. The Lessee shall be liable to and agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessee or its officers, officials, members, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Lease, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Lease.
18. Insurance.
- a. Commercial General Liability. During the life of this Lease, the Lessee shall carry commercial general liability insurance covering as insured the Lessee and naming the City, its officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 minimum per occurrence as may be adjusted, from time to time, by the City of Madison's Risk Manager. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide

the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Lease.

- b. Property Insurance. Lessee shall be solely responsible for carrying personal property insurance sufficient to cover loss of all personal property on the Leased Premises. The City shall not be liable for any damage to or loss of property of Lessee or others located on the Leased Premises and Lessee shall obtain a waiver of subrogation in favor of the City.
  - c. As evidence of the above coverages, the Lessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, the Lessee shall provide a renewal certificate to the City for approval.
  - d. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Lease, Lessee shall immediately cease use of the Leased Premises and the provision of the services under this Lease until such time as proof of the required insurance is provided to the City Risk Manager consistent with the requirements of this Section.
19. Hazardous Substances; Indemnification. The Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. The Lessee further agrees to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease or damage to or loss of use of real or personal property. This paragraph shall survive termination and assignment or transfer of this Lease.
20. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

21. Right of Entry. For the purposes of maintaining the Leased Premises per Section 13, the City or its representatives reserve the right to enter and access the Leased Premises 24 hours per day, 7 days per week, with 24-hour notice to the Lessee, for the following non-emergency purposes:
- a. To make any necessary repairs/replacements to the Leased Premises.
  - b. To conduct any periodic inspections of the Lessee's maintenance obligations herein, that it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.

For the purposes of remedying an emergency situation, the City may enter the Leased Premises 24 hours per day, 7 days per week, without notice to the Lessee.

22. City's Remedies. If any default by Lessee shall continue uncured after thirty (30) days written notice of default from City to Lessee, City has the following remedies, in addition to all other rights and remedies provided by law or equity, to which City may resort cumulatively or in the alternative.

- a. Termination of Lease. The City may, at the City's election, terminate this Lease by giving Lessee notice of termination. On the giving of the notice, all further obligations of City under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 26 and 27, and City may reenter and take possession of the Leased Premises and eject all parties in possession or eject some and not others or eject none. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to City or from any claim for damages previously accrued or then accruing against Lessee.
- b. Storage. The City may, at City's election, store Lessee's personal property and trade fixtures for the account and at the cost of Lessee.

23. Lessee's Remedies. If any default by the City shall continue uncured after thirty (30) days written notice of default from Lessee to City, Lessee has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Lessee may resort cumulatively or in the alternative.

- a. Termination of Lease. The Lessee may terminate this Lease by giving City notice of termination. On the giving of the notice, all further obligations of under this Lease shall terminate, Lessee shall surrender and vacate the Leased Premises in a broom clean condition, in accordance with Sections 26 and 27.
- b. Offset Rent. Lessee take any actions necessary to cure a default by making repairs or replacements required by City under this Lease and offset such expenses by reducing Lessee's rent.

24. Diligent Efforts. Notwithstanding anything to the contrary in this Section, in the event of Lessee's default is not a health or safety violation and cannot, because of the nature of the default, be cured within the thirty (30) days after City's notice thereof, then Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds

thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

25. City May Perform. The City shall have the right at any time, after ten (10) days notice to Lessee (or in case of emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), to make any payment or perform any act required of Lessee under any provision in this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorneys' fees. Nothing herein shall obligate City to make any payment or perform any act required of the Lessee, and this exercise of the right to so do shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed to City by Lessee as additional rent.
26. Rights Upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Sections 22 and 27.
27. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property on the Leased Premises, the City shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee vacates or abandons the Leased Premises.
28. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be year to year.
29. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.
30. Authorized Agent. The City's Economic Development Division Director or the Director's designee is hereby designated as the official representative of the City for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the City.
31. Notices. All notices to be given under the terms of this Lease shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the address of the Parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Lease.

For the City:

Office of Real Estate Services  
Economic Development Division - City of Madison  
P. O. Box 2983  
215 Martin Luther King, Jr. Blvd., 3<sup>rd</sup> Floor  
Madison, WI 53701-2983  
Email: [acmiller@cityofmadison.com](mailto:acmiller@cityofmadison.com) and  
[ores@cityofmadison.com](mailto:ores@cityofmadison.com)

For the Lessee: Sriram Sunprairie, LLC  
Attn: Meenu Kaushal  
1077 Gas Light Drive  
Sun Prairie, WI 53713  
Email: meenukshl@gmail.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

32. Non-Discrimination. In the performance of its obligations under this Lease, the Lessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
33. Accessibility. The Leased Premises shall conform where applicable to Chapter SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinances Section 39.05, and the Americans with Disabilities Act, regarding accessibility, with all costs of compliance to be paid by the Lessee.
34. Signs. Any signs on the Leased Premises shall be in conformity with the provisions of City of Madison Sign Control Ordinance 31. Lessee may install signage approved by the City at the entrances to the Leased Premises from the Common Areas. Lessee shall pay the cost to create, install and maintain any signage.
35. Severability. If any term or provision of this Lease or the application thereof to the City or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the City or the Lessee 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 this Lease shall be valid and be enforceable to the fullest extent permitted by law.
36. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the Parties agree that neither the City nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.
37. Damage and Destruction. In the event the Leased Premises is damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage shall, except as hereinafter provided, promptly be repaired by the City, at the City's expense, but in no event shall the City be required to repair or replace the Lessee's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased

Premises; or (b) the building is damaged to the extent of fifty percent (50%) or more of the cost of replacement; or (c) any damage to the Leased Premises occurs during the last one-third (1/3) of the primary term of this Lease or at any time during any renewal term thereof, the City may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of rent shall be allowed until the date the City completes the repairs or rebuilding, and the Lease term shall be extended for a period equal to the period of repair. If the City is required or elects to repair the Leased Premises, the Lessee shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, equipment and personal property in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by the Lessee shall be held in trust by the Lessee for the purpose of such repair and replacement.

38. Leased Premises Acquired by Eminent Domain. In the event the Leased Premises or any part thereof shall be needed either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the City without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the City all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, the City shall use so much of the proceeds of the City's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Base Rent in proportion to the portion of the Leased Premises taken.

39. Option to Lease Additional Area. The Lessee may petition the City to lease additional area in the Building, subject to approval of the City Economic Development Division Director or the Director's designee. Any lease of additional area shall be authorized by an addendum to this Lease and shall be subject to the terms of this Lease and any additional terms provided for in said addendum.
40. Brokerage Costs. The City is not responsible for any brokerage costs in connection with the Lease.
41. Public Record. This Lease will be recorded at the office of the Dane County Register of Deeds after it is executed by the Parties.

*Signatures begin on following page.*

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the date first set forth above.

**SRIRAM SUNPRAIRIE LLC**, a Wisconsin limited liability company

By: \_\_\_\_\_  
Meenu Kaushal, Member

State of Wisconsin    )  
                                  )ss.  
County of Dane         )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above named Meenu Kaushal, Member of the above named Sriram Sunprairie LLC, a Wisconsin limited liability company, known to me to be the person who executed the above foregoing instrument, and acknowledged that they executed the foregoing instrument as such Member as the deed of said limited liability company, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

\_\_\_\_\_  
Print or Type Name  
My Commission expires: \_\_\_\_\_

*Signatures continue on following page.*



**CITY OF MADISON**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Satya Rhodes-Conway, Mayor Maribeth L. Witzel-Behl, City Clerk

**AUTHENTICATION**

The signatures of Satya Rhodes-Conway, Mayor, and Maribeth Witzel-Behl, Clerk, on behalf of the City of Madison, are authenticated on this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Kevin Ramakrishna, Assistant City Attorney  
Member of the Wisconsin Bar

<b>Approved</b>	<b>Date</b>	<b>Approved</b>	<b>Date</b>
_____ David Schmiedicke, Finance Director	_____	_____ Eric Veum, Risk Manager	_____

**Approved as to Form**

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

Execution of this Lease by the City of Madison is authorized by Resolution Enactment No. RES-21-00\_\_\_\_, File ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2021.

Drafted by the City of Madison Office of Real Estate Services Real Estate Project No. 12049

## EXHIBIT A

### Legal Description of the City's Property

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION TWENTY-SIX (26), TOWN SEVEN (7) NORTH, RANGE NINE (9) EAST, FORMERLY TOWNSHIP OF MADISON, NOW CITY OF MADISON, DESCRIBED AS FOLLOWS:

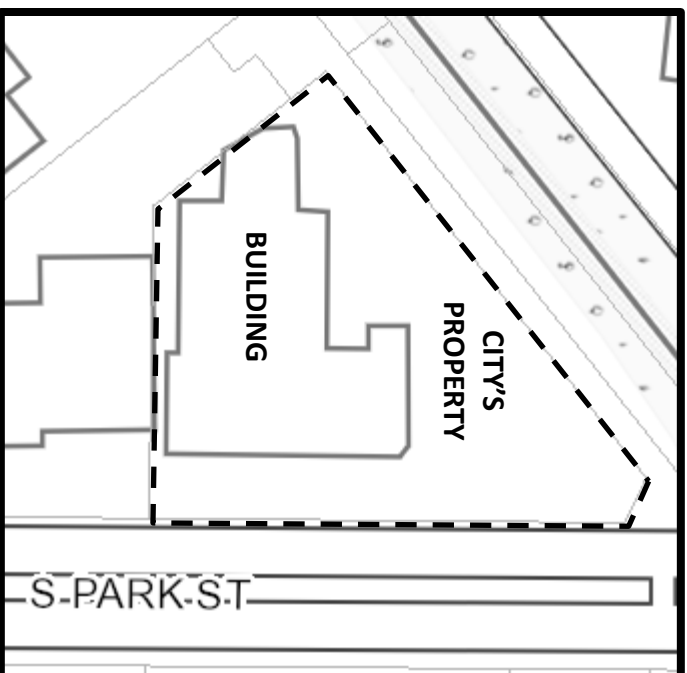
BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26; THENCE NORTH 0° 19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTER LINE OF NEW PARK STREET FOR A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89° 27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 173.1 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST ALONG SAID RIGHT OF WAY LINE 355.2 FEET; THENCE SOUTH 64°38' EAST, A DISTANCE OF 118.1 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SOUTHWEST 1/4; THENCE SOUTH 0°19' EAST A DISTANCE OF 309.6 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE DESCRIBED LANDS THE FOLLOWING PARCELS:

1. THE EAST 53 FEET THEREOF.
2. A STRIP OF LAND 20 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 9 EAST, DANE COUNTY, WISCONSIN; THENCE NORTH 0°19' WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE CENTERLINE OF NEW PARK STREET FOR A DISTANCE OF 150 FEET; THENCE NORTH 89°27' WEST, 276.4 FEET; THENCE NORTH 38°55' WEST, 153.1 FEET TO THE BEGINNING OF THIS DESCRIPTION OF THE PROPERTY HEREIN CONVEYED; THENCE CONTINUING NORTH 38°55' WEST 20 FEET TO THE SOUTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO NORTHWESTERN RAILWAY; THENCE NORTH 51°05' EAST, 355.2 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, LAST DESCRIBED COURSE CONSTITUTING THE NORTHWEST LINE OF THE PROPERTY HEREBY CONVEYED; THENCE SOUTH 64°38' EAST TO A POINT 20 FEET FROM THE AFOREMENTIONED NORTHWESTERLY LINE OF THE PROPERTY HEREBY CONVEYED, LAST MENTIONED 20 FEET BEING MEASURED AT RIGHT ANGLES TO THE SAID NORTHWESTERLY LINE; THENCE SOUTHWESTERLY ON A LINE 20 FEET DISTANCE FROM AND PARALLEL TO SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING, NOW IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

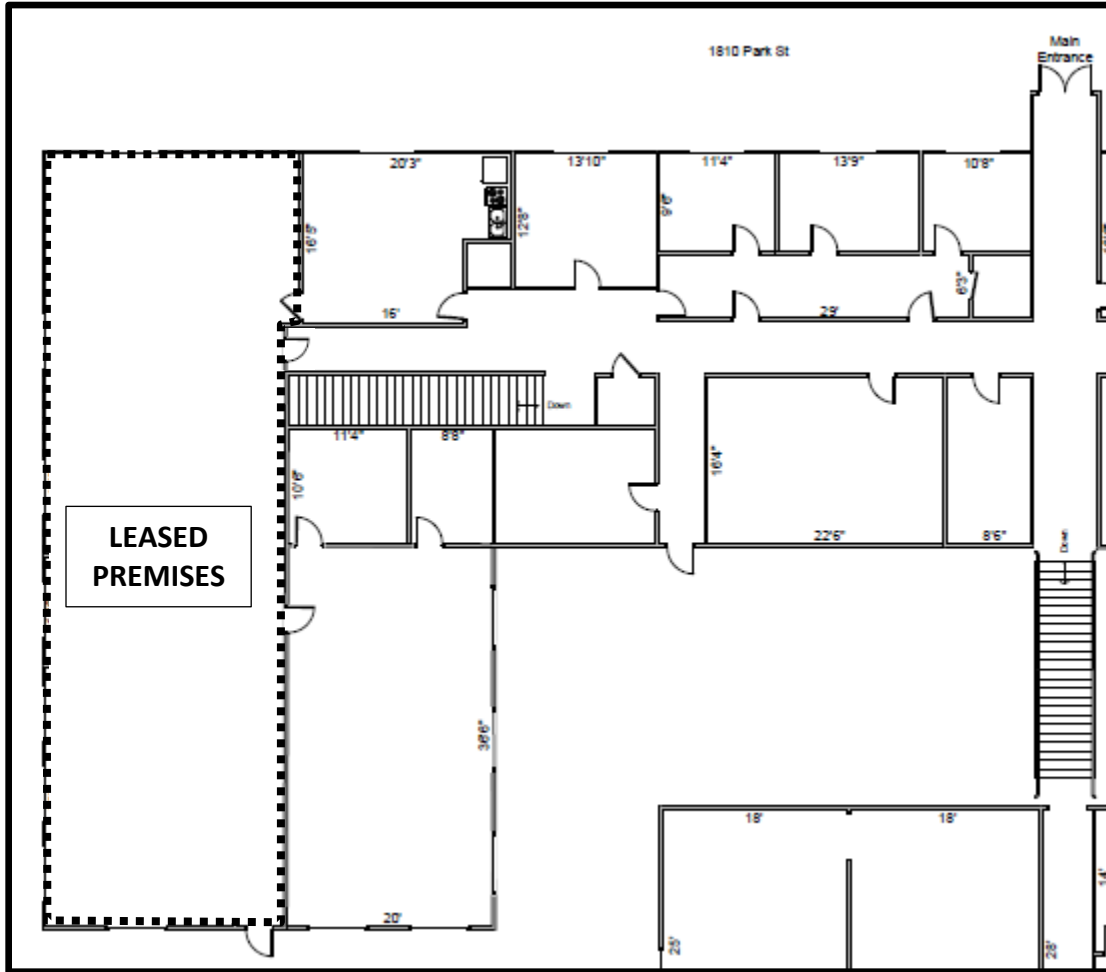
**EXHIBIT B**

Depiction of City's Property and Building



# EXHIBIT C

## Depiction of Leased Premises





# City of Madison

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

## Master

**File Number: 67811**

**File ID:** 67811

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/11/2021

**File Name:** Authorizing the Mayor and City Clerk to execute an amendment to the non-competitive purchase of services contract with Tactical Athlete Health & Performance Institute d/b/a Rebound for the coordination of health services for injured employees and developm

**Final Action:**

**Title:** Authorizing the Mayor and City Clerk to execute an amendment to the non-competitive purchase of services contract with Tactical Athlete Health & Performance Institute d/b/a Rebound for the coordination of health services for injured employees and development of rehabilitation case management.

**Notes:**

**Sponsors:** Charles Myadze

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** NicoleMarie Hall

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	10/11/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee (10/25/21)				
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67811

#### Fiscal Note

The proposed resolution authorizes an amendment to the non-competitive contract with Tactical Athlete Health & Performance Institute d/b/a Rebound for the coordination of health services for

injured employees and development of rehabilitation case management. The amendment is for \$109,748 and is effective January 1 through December 31, 2022. Funding for this contract is included in the 2022 Executive Operating budget in the Worker's Compensation Fund.

**Title**

Authorizing the Mayor and City Clerk to execute an amendment to the non-competitive purchase of services contract with Tactical Athlete Health & Performance Institute d/b/a Rebound for the coordination of health services for injured employees and development of rehabilitation case management.

**Body**

The City of Madison values the health and safety of its employees. When employees are injured on the job or off duty this can result in time away from work, increased medical costs, and potential overtime costs to backfill the employee's position.

In 2018 the Risk Management Division in partnership with the Madison Fire Department entered into a non-competitive contract with Rebound to develop an integrated, comprehensive and personalized health and performance program to address injury and rehabilitation as a part of the department's fitness wellness initiative. The services and programs provided by Rebound are very unique and to our knowledge are not available from another vendor. Further Rebound has developed the professional relationships with Sports Medicine physicians, orthopedic specialists and a number of other specialty physicians to offer care to injured employees on an "on-call" basis within 48 hours of contact.

In February 2021, a no-cost one-year amendment to the existing contract was executed to incorporate the employees of the Madison Police Department into the scope of services. With the fifth and final renewal period coming in 2022, the cost to continue services to both the Fire and Police departments is \$109,747.71.

WHEREAS, MGO 4.26 requires the Common Council to approve service contracts exceeding \$50,000 if the contractor was not selected through a full competitive selection process, and

NOW, THEREFORE, BE IT RESOLVED, that the Council approves an amendment to the contract Tactical Athlete Health & Performance Institute d/b/a Rebound for a one-year term at a cost of \$109,747.71; and

BE IT FURTHER RESOLVED, that the Council approves the Mayor and City Clerk to sign the contract documents.



# City of Madison

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

## Master

**File Number: 67921**

**File ID:** 67921

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/14/2021

**File Name:**

**Final Action:**

**Title:** A Resolution authorizing the City of Madison Fleet Service to enter a data sharing agreement with the Harvard Kennedy School to perform a study on vehicle safety metrics.

**Notes:**

**Sponsors:** Satya V. Rhodes-Conway and Syed Abbas

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fleet Service	10/14/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee				
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67921

#### Fiscal Note

The proposed resolution authorizes a data-sharing agreement with the Harvard Kennedy School to study the City of Madison Fleet's vehicle safety. No appropriation is required.

#### Title

A Resolution authorizing the City of Madison Fleet Service to enter a data sharing agreement with the Harvard Kennedy School to perform a study on vehicle safety metrics.

#### Body

WHEREAS, City of Madison launched a Vision Zero plan in 2020 with the stated goal of eliminating fatalities and serious injury from Madison's roadways; and

WHEREAS, City of Madison operates the largest unified fleet of on-road vehicles in Madison;  
and  
WHEREAS, accomplishing zero fatality and serious injury incidents with these vehicles is central to the success of Vision Zero; and  
WHEREAS, City of Madison Fleet Service and academic staff of Harvard Kennedy School have designed a study plan to research the effects of vehicle bumper stickers and dashboard signage on City driver behavior, with no exchange of funds between the two parties; and  
WHEREAS, completion of this research study will require a data sharing agreement between City of Madison and the Harvard Kennedy School regarding interventions and driving behavior;  
and  
WHEREAS, City of Madison has the ability to and will anonymize the data to be shared with Harvard; and  
WHEREAS, the results of the City driver safety research study will be published for the benefit of City employees and residents who use Madison's roadways;  
NOW, THEREFORE, BE IT RESOLVED, that the Fleet Superintendent is authorized to sign on behalf of the City of Madison a data sharing agreement for five (5) years with the Harvard Kennedy School in a form approved by the City Attorney.





# City of Madison

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

## Master

**File Number: 67912**

**File ID:** 67912

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/13/2021

**File Name:**

**Final Action:**

**Title:** ~~SUBSTITUTE BY TITLE ONLY.~~ Resolution authorizing a \$1,450,000 sub-award of American Rescue Plan Local Fiscal Recovery Funds to Public Health Madison Dane County as a subrecipient, and authorizing the Mayor and City Clerk to sign a subrecipient agreement with the Board of Health for Madison and Dane County for such purposes, which include implementing programs for violence prevention and emerging needs, as described in Legistar file 65935.

**Notes:**

**Sponsors:** Satya V. Rhodes-Conway and Regina M. Vidaver

**Effective Date:**

**Attachments:** RES-21-00487, Legistar #66453, U.S. Treasury ARPA Report

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Department	10/13/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee (10/25/21); Common Council (11/2/21)				
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67912

#### Fiscal Note

This resolution approves Public Health Madison Dane County (PHMDC) as a subrecipient of \$1,450,000 of the City's allocation of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). PHMDC is a joint City-County agency that is a separate legal entity from the City of Madison and as a separate legal entity, a subrecipient agreement is required to

transfer funds from the City’s ARPA SLFRF allocation to PHMDC. No additional City appropriation is required for the proposed resolution.

On July 6, 2021, the Madison Common Council adopted RES-21-00487 (File ID 65935), accepting and allocating a portion of the first tranche of ARPA SLFRF awarded to the City. That resolution outlined a plan for community investments, which included funding for PHMDC for the following: violence prevention initiatives (\$1,200,000), Community Alternative Response for Emergency Services (CARES) Support and Evaluation (\$150,000), and PFAS Education, Outreach, and Coordination (\$100,000). RES-21-00487 allocated \$360,000 to PHMDC for these initiatives in 2021, and the 2022 Executive Operating Budget allocates an additional \$1,090,000 to PHMDC.

**Title**

~~SUBSTITUTE BY TITLE ONLY.~~ Resolution authorizing a \$1,450,000 sub-award of American Rescue Plan Local Fiscal Recovery Funds to Public Health Madison Dane County as a subrecipient, and authorizing the Mayor and City Clerk to sign a subrecipient agreement with the Board of Health for Madison and Dane County for such purposes, which include implementing programs for violence prevention and emerging needs, as described in Legistar file 65935.

**Body**

WHEREAS, on July 6, 2021, The Madison Common Council adopted [RES-21-00487](#), accepting and allocating a portion of the first tranche of American Rescue Plan Act’s (ARPA) State and Local Fiscal Recovery Funds (SLFRF) awarded to the City of Madison; and

WHEREAS, within that adopted resolution, \$1,450,000 was approved to support Public Health Madison Dane County (PHMDC) in 2021 and 2022, including \$1,200,000 for violence prevention initiatives that support the Madison and Dane County Violence Prevention Roadmap, \$150,000 for Community Alternative Response for Emergency Services (CARES) support and evaluation, and \$100,000 for PFAS education, outreach and coordination; and

WHEREAS, RES-21-00487 (File ID 65935) appropriated \$360,000 of ARPA funds for PHMDC in 2021 and the 2022 Executive Operating Budget includes \$1,090,000 of ARPA funds for PHMDC in 2022; and

WHEREAS, on July 20, 2021, The Madison Common Council accepted the “report on the criteria and processes for allocating American Rescue Plan Act (ARPA) funding appropriated in the 2021 budget” provided in [Legislative File #66453](#) and on August 31, 2021 the City provided its first required report to the US Department of Treasury, which is linked to this file; and

WHEREAS, within the August 31, 2021 Treasury Report (on pages 14, 15, and 31), the context and use of the funding for PHMDC is outlined, and

WHEREAS, awarding the funds in this way is consistent with the allowable uses for ARPA local fiscal recovery funds under Expenditure Category 3, Services to Disproportionately Impacted Communities, and the specific sub-categories for each project are outlined below:

<b>Project</b>	<b>U.S. Treasury Expenditure Category (EC)</b>
Violence Prevention Initiatives	3.16 Social Determinants of Health: Community
Violence Interventions	
CARES Support and Evaluation	3.13 Social Determinants of Health: Other
PFAS Education, Outreach and Coordination	3.13 Social Determinants of Health:

Other

and;

WHEREAS, PHMDC is a joint City-County agency that is a separate legal entity from the City of Madison and as a separate legal entity, a subrecipient agreement is required to transfer funds from the City's ARPA SLFRF allocation to PHMDC; and

WHEREAS, under the US Treasury Guidance for ARPA's local fiscal recovery funds and general federal guidelines, procurements over the simplified acquisition threshold of \$250,000 are subject to competitive procurement requirements, and while this is a subrecipient relationship and not a procured service, to the extent that competitive selection would be required by federal rules and local rules, this award meets the federal criteria for noncompetitive selection under 2 CFR 200.320(c)(2), "the item is available only from a single source;" and

WHEREAS, PHMDC is strongly encouraged, if conducting any of its own procurement with this federal funding, to take all necessary affirmative steps to assure that minority businesses, women's business enterprises and other disadvantaged and targeted businesses; and

WHEREAS, PHMDC will be required to agree to federal terms and conditions and will be monitored as a recipients of federal ARPA funding as required by federal regulation and US Treasury Guidance;

NOW, THEREFORE BE IT RESOLVED, the Common Council approves Public Health Madison Dane County as a subrecipient of \$1,450,000 in ARPA state and local fiscal recovery funds, and authorizes the Mayor and Clerk are authorized to sign the appropriate agreement(s) with the Board of Health for Madison and Dane County in a format approved by the City Attorney.



# City of Madison

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

## Master

**File Number: 67594**

**File ID:** 67594

**File Type:** Resolution

**Status:** Items Referred

**Version:** 2

**Reference:**

**Controlling Body:** BOARD OF  
HEALTH FOR  
MADISON AND  
DANE COUNTY

**File Created Date :** 09/28/2021

**File Name:** BY TITLE ONLY: Resolution Authorizing Contracts  
with Testing Pilot Partnership Vendors

**Final Action:**

**Title:** Resolution authorizing the Public Health Director to execute service contracts with Testing Pilot Partnership Vendors for COVID-19 testing using funds reimbursed by the State through the WI DHS Community Testing Support Program

**Notes:**

**Sponsors:** Lindsay Lemmer

**Effective Date:**

**Attachments:** Multiple Vendors for Public Health Testing Pilot  
Program - Non-Competitive Selection Request - CC  
Approval Required October 2021.pdf

**Enactment Number:**

**Author:**

**Hearing Date:**

**Entered by:** dbrown@publichealthmdc.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	BOARD OF HEALTH FOR MADISON AND DANE COUNTY	09/30/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee; Board of Health						
1	COMMON COUNCIL	10/05/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Board of Health for Madison and Dane County						
1	FINANCE COMMITTEE	10/05/2021	Referred	BOARD OF HEALTH FOR MADISON AND DANE COUNTY			
	<b>Action Text:</b> This Resolution was Referred to the BOARD OF HEALTH FOR MADISON AND DANE COUNTY						
	<b>Notes:</b>						

2	EXECUTIVE COMMITTEE - BOARD OF HEALTH FOR MADISON AND DANE COUNTY	10/13/2021	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
<b>Action Text:</b> A motion was made by Lankton, seconded by Halverson, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.				
2	FINANCE COMMITTEE	10/25/2021		

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**Text of Legislative File 67594**

Fiscal Note

The proposed resolution authorizes service contracts between Public Health and various vendors for COVID-19 testing. Public Health will reimburse the vendors \$20 per test with funds received from the State through the WI DHS Community Testing Support Program. Public Health is not reimbursed for their time administering the program but can absorb any additional costs with existing resources.

The Board of Health accepted grant funding for this program in September (Legistar 67464). Per the Intergovernmental Agreement for Public Health, the Department may accept and spend grants without further approval of the County Board or Common Council if the grant is a continuation of or supplement to a grant previously approved by the City and County. No appropriation is required for this resolution.

Title

Resolution authorizing the Public Health Director to execute service contracts with Testing Pilot Partnership Vendors for COVID-19 testing using funds reimbursed by the State through the WI DHS Community Testing Support Program

Body

WHEREAS, Public Health-Madison and Dane County (PHMDC) is participating in the WI Department of Health Services (WI DHS) COVID-19 Testing Pilot Program, recently renamed the Community Testing Support Program, to support ongoing COVID-19 testing activities since the program’s inception in August 2020; and

WHEREAS, the Community Testing Support Program provides a \$20 per test reimbursement to Wisconsin organizations that conduct eligible COVID-19 testing in community-based settings, outbreak-based settings, and in high-risk congregate settings; and

WHEREAS, the program has been approved by the State through June 30, 2022; and

WHEREAS, to increase access to COVID-19 testing for Dane County residents and neighbors in southern Wisconsin, WI DHS approved PHMDC as a program participant to partner with entities interested in conducting COVID-19 testing for the community; and

WHEREAS, under this program, approved partners (pharmacies, other locations) perform tests, PHMDC submits testing data to WI DHS on their behalf, and PHMDC receives state funding and distributes \$20/ per test reimbursement to the partners for the number of tests they administer; and

WHEREAS, to date, the below named entities have partnered with PHMDC through the Community Testing Support Program, and have been conducting roughly 7,000 tests per month.

For partners outside Dane County, PHMDC has been coordinating participation with the appropriate County Health Department. Partners include:

- Fitchburg Family Pharmacy
- Hometown Pharmacy Brodhead
- Hometown Pharmacy Beaver Dam
- Hometown Pharmacy Belleville
- Hometown Pharmacy Beloit
- Hometown Pharmacy Deforest
- Hometown Pharmacy Fort Atkinson
- Hometown Pharmacy Janesville
- Hometown Pharmacy Lodi
- Hometown Pharmacy Mayville
- Hometown Pharmacy Monroe Schultze
- Hometown Pharmacy Monroe West
- Hometown Pharmacy New Glarus
- Hometown Pharmacy Oregon
- Hometown Pharmacy Pardeeville
- Hometown Pharmacy Portage
- Hometown Pharmacy Poynette
- Hometown Pharmacy Randolph
- Hometown Pharmacy Rio
- Hometown Pharmacy Sun Prairie
- Hometown Pharmacy Verona
- Hometown Pharmacy Waterloo
- Hometown Pharmacy Watertown
- Hometown Pharmacy Waunakee
- JangoDx
- Medicine Shoppe McFarland
- Medicine Shoppe Monona
- JP Hair Design, Inc.

WHEREAS, PHMDC proposes to initiate purchase of service contracts with the 27 partners listed above and any additional partners as the program continues to formalize the reimbursement process, which could reach more than \$50,000 per contract in reimbursements using state funds; and

WHEREAS, partners are opt-in rather than selected, and PHMDC intends to form additional partnerships where there is interest to expand testing capacity for Dane County residents; and

WHEREAS, MGO 4.26 requires Common Council approval of service contracts of \$50,000 or more if the contractor was not selected through a competitive selection process, and the reasons for selecting these partners for these contracts are set forth above and in the attached Noncompetitive Selection Request Form; and

NOW THEREFORE BE IT RESOLVED, the Director of Public Health-Madison and Dane County is authorized to execute service contracts with the named partners in this resolution, and future partners identified by PHMDC, using funds provided by the Wisconsin Department of

Health Services, for the purpose of expanding COVID-19 testing availability as described above, for a term that corresponds to the length of the state's program or until PHMDC concludes its participation, and for a price not to exceed the amount of available reimbursement from the state.

PURCHASING VIEW



CITY OF MADISON • FINANCE DEPARTMENT • PURCHASING SERVICES

## Non-Competitive Selection Request

Date: 10/11/2021

Requisition Number: (8 characters)

Requestor Name: Devyn Brown

Requestor Phone Number: 608-215-4901

Requestor Email: dbrown@publichealthmdc.com

Fund: 6100 PUBLIC HEALTH MADISON DANE

Agency: 32 PUBLIC HEALTH MADISON DANE

- Major:
- 53\*\*\* Supplies/Goods
  - 541\*\* Utilities
  - 542\*\* Building/Facility Maintenance/Repair
  - 543\*\* Software/Equipment Maintenance/Repair
  - 544\*\* Public Works Maintenance/Repair
  - 545\*\* Training/HR-Related Services
  - 546\*\* Consulting/Professional Services
  - 548\*\* Grants/Loans/Insurance/Other Services

Total Purchase Amount: \$50,000.01

Vendor Name: Multiple Vendors

Product/Service Description: Testing Pilot Program

- \$50,000 and UNDER**  
This form will be sent to the Purchasing Supervisor for review.
- OVER \$50,000**  
Complete this form and draft a resolution using the sample resolutions provided by the City Attorney to your Budget Analyst. **Your resolution will not be added to the Finance Committee agenda without this form.**



**Check the box(es) for the exception criteria you feel are applicable:**

- 1. Public exigency (emergency) will not permit the delay incident to advertising or other competitive processes.
- 2. The services or goods required are available from only one person or firm (i.e., **true** sole source).
- 3. The services are for professional services to be provided by attorneys.
- 4. The services are to be rendered by a university, college, or other educational institution.
- 5. No acceptable bids have been received after formal advertising.
- 6. Service fees are established by law or professional code.
- 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.
- 8. Otherwise authorized by law, rule, resolution, or regulation. Explain:  

File 62670: <https://madison.legistar.com/LegislationDetail.aspx?ID=4676651&GUID=29E0B335-8...>
- If procurement is being paid with Federal or State grant funds, the vendor was identified by name in the approved Grant Application. (OPTIONAL)

**REASON FOR REQUEST****WHY A COMPETITIVE SELECTION PROCESS CANNOT BE USED:**

Provide **detailed** explanation below. For a true sole source, provide all information to explain why this product or service can only be purchased from this vendor. For one-of-a-kind items not sold through distributors, explain the unique performance features of the product requested that are not available from any other product. For services, detail the unique qualifications this vendor possesses, or other reason(s) that meet the criteria selected above. Identify specific, measurable factors and qualifications.

The COVID-19 Testing Pilot Program, recently renamed the Community Testing Support Program, began August 13, 2020 and the program provides a \$20 per test reimbursement to Wisconsin organizations that conduct eligible COVID-19 testing (for example, specimen collection and result communication) in community-based settings, outbreak-based settings, and in high-risk congregate settings. All public health departments are eligible for the Community Testing Support Program and PHMDC has been a participant since the program's inception. The program has been approved through at least June 30, 2022.

To continue to increase access to COVID-19 testing, PHMDC is partnering with pharmacies and private testing vendors through the Community Testing Support Program, and PHMDC proposes to initiate purchase of service contracts with the 27 partners listed below and any additional partners as the program continues to formalize the reimbursement process, which could reach more than \$50,000 per contract in reimbursements using state funds. Because the Community Testing Support Program provides identical reimbursement per test regardless of vendor, there is no competitive process involved in the selection of vendors or rate of reimbursement.

Current partners include:

Fitchburg Family Pharmacy

Hometown Pharmacy Brodhead

Hometown Pharmacy Beaver Dam

Hometown Pharmacy Belleville

Hometown Pharmacy Beloit

Hometown Pharmacy Deforest

Hometown Pharmacy Fort Atkinson

Hometown Pharmacy Janesville

Hometown Pharmacy Lodi

Hometown Pharmacy Mayville

Hometown Pharmacy Monroe Schultze

Hometown Pharmacy Monroe West

Hometown Pharmacy New Glarus

Hometown Pharmacy Oregon

Hometown Pharmacy Pardeeville

Hometown Pharmacy Portage

Hometown Pharmacy Poynette

Hometown Pharmacy Randolph

Hometown Pharmacy Rio

Hometown Pharmacy Sun Prairie

**COMMENTS REGARDING PURCHASES OVER \$50,000**

Most of these pharmacies were not vendors with the City of Madison prior to this testing program. JP Hair Design was the recipient of a Small Business Equity & Recovery grant for \$10,000 in 2020.

Date:

Submit



# City of Madison

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

## Master

**File Number: 67855**

**File ID:** 67855

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** BOARD OF  
HEALTH FOR  
MADISON AND  
DANE COUNTY

**File Created Date :** 10/12/2021

**File Name:** A Resolution amending the 2021 Public Health Operating Budget to accept \$37,278.52 from the Board of Regents of the University of Wisconsin System and create a 1.0 FTE Disease Intervention Specialist for HIV outreach, education, and testing.

**Final Action:**

**Title:** A Resolution amending the 2021 Public Health Operating Budget to accept \$37,278.52 from the Board of Regents of the University of Wisconsin System and create a 1.0 FTE Disease Intervention Specialist for HIV outreach, education, and testing.

**Notes:**

**Sponsors:** Lindsay Lemmer, Syed Abbas and Regina M. Vidaver

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

**Entered by:** dbrown@publichealthmdc.com

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	BOARD OF HEALTH FOR MADISON AND DANE COUNTY	10/12/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee, Board of Health for Madison and Dane County						
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b> Additional referral to Board of Health for Madison and Dane County						
1	FINANCE COMMITTEE	10/19/2021	Referred	BOARD OF HEALTH FOR MADISON AND DANE COUNTY			
	<b>Action Text:</b> This Resolution was Referred to the BOARD OF HEALTH FOR MADISON AND DANE COUNTY						
	<b>Notes:</b>						

**Text of Legislative File 67855**

**Fiscal Note**

The proposed resolution amends the 2021 Public Health Operating Budget to accept \$37,278.52 from the Board of Regents of the University of Wisconsin System to fund a 1.0 FTE Disease Intervention Specialist (DIS) for HIV outreach, education, and testing. The resolution also authorizes the creation of the DIS position which will be authorized as long as there is grant funding. The initial grant period is December 1, 2021 through April 30, 2022. The annual cost of the position is \$88,800 including benefits. There is no impact on the levy.

**Title**

A Resolution amending the 2021 Public Health Operating Budget to accept \$37,278.52 from the Board of Regents of the University of Wisconsin System and create a 1.0 FTE Disease Intervention Specialist for HIV outreach, education, and testing.

**Body**

WHEREAS, the University of Wisconsin-Madison is a recipient of a "Ryan White HIV/AIDS Program Part C HIV Early Intervention Services Program: Existing Geographic Service Areas" from the DHHS, PHS, HEALTH RESOURCES AND SERVICES under agreement number 2 H76HA00204-21 (Prime Award), (CFDA number 93.918 Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease; FAIN H76HA00204), in the amount of \$2,445,824.00, and the UW-Madison's Part C grant service area covers southcentral and southwestern Wisconsin; and

WHEREAS, the goals of this project are to provide targeted HIV outreach services and education, coordinate referrals to affiliated HIV prevention programming, and link people with HIV to HIV medical care and support services. UW-Madison intends to provide ongoing support to Public Health-Madison and Dane County (PHMDC) to carry out this program pending future availability of funds; and

WHEREAS, the UW-Madison will subcontract with PHMDC with Part C program income funding to hire one Disease Intervention Specialist (DIS) to conduct HIV outreach, education, and testing among individuals at high risk for HIV; and

WHEREAS, PHMDC proposes using this grant to fund a 1.0 FTE DIS position to support integrated services provided by the Sexual and Reproductive Health (SRH) Clinic, HIV Partner Services, and PrEP Navigation Services through extensive community outreach and education.

WHEREAS, PHMDC recognizes the importance of primary prevention to prevent communicable disease transmission and we approach the work through a health and racial equity lens; and

WHEREAS, PHMDC will receive an initial grant of \$37,278.52 designated to a DIS position for December 12/01/2021 through 04/30/2022, with the expectation of continued grant funding; and WHEREAS, the Intergovernmental Agreement creating the joint City-County health department requires approval of both the Dane County Board and the City Council for the creation of any new positions; and

WHEREAS, future agreements under this grant can be authorized by the Board of Health for Madison and Dane County as a continuation grant as authorized by the IGA;  
NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Madison approves amending the Public Health operating budget to accept these funds; and

BE IT FURTHER RESOLVED, that the Director of Public Health is authorized to sign the agreement with the Board of Regents of the University of Wisconsin System for scope of work outlined above; and

BE IT FINALLY RESOLVED that the Common Council of the City of Madison approves the creation of the above position authority.



# City of Madison

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

## Master

**File Number: 67609**

**File ID:** 67609

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 09/29/2021

**File Name:** To approve the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2020/21 Maintenance Charges.

**Final Action:**

**Title:** To approve the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2020/21 Maintenance Charges.

### Notes:

**Sponsors:** Satya V. Rhodes-Conway, Michael E. Verveer and Yannette Figueroa Cole

**Effective Date:**

**Attachments:** Schedule A.pdf, Charge Letter with Map.pdf, Notice of Special Charges 2021.pdf

**Enactment Number:**

**Author:** Lisa Laschinger

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	09/29/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Downtown Coordinating Committee (10/21/21), Finance Committee (10/25/21)				
1	COMMON COUNCIL	10/05/2021	Referred	DOWNTOWN COORDINATING COMMITTEE		10/21/2021	
	<b>Action Text:</b>		This Resolution was Referred to the DOWNTOWN COORDINATING COMMITTEE				
	<b>Notes:</b>		Additional referral to Finance Committee				
1	DOWNTOWN COORDINATING COMMITTEE	10/05/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	DOWNTOWN COORDINATING COMMITTEE	10/21/2021	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	<b>Action Text:</b>		A motion was made by Harrington-McKinney, seconded by Frank, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.				

**Notes:** January Vang, Parks Division, gave a brief overview of the special charges for the year. Torkildson asked if there was any change to the map of the service area. Lisa Laschinger, Parks Division said that there was not.

1 FINANCE COMMITTEE 10/25/2021

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## Text of Legislative File 67609

### Fiscal Note

The proposed resolution adopts the State Street Mall Capitol Concourse 2020/21 schedule of special charges for maintenance service. These charges are assessed to support the additional level of services provided to this high-traffic area, including operation of water fountains, maintenance of flower planters, and frequent trash and snow removal. This charge does not cover any expenses related to emergency public services, such as those services provided during the protests in the summer of 2020. The City and property owners share the cost of the State Street Mall/Capitol Concourse Maintenance service 50/50.

Total expenditures for the 2020/21 service period were \$1,381,026. The City portion for these services is \$690,513, and the remaining \$690,513 is chargeable to the property owners. While this is an increase of 24% over the prior year, 2019/20 was calculated for a 9-month billing period. The average monthly cost of \$57,543 for 2020/21 is comparable to the 2019/20 average monthly cost of \$58,141. Payments are budgeted in the 2021 Parks Division Adopted Operating Budget.

### Title

To approve the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2020/21 Maintenance Charges.

### Body

WHEREAS, the State Street Mall and Capitol Concourse area (the Mall Concourse) serves as the heart of downtown Madison, and is a treasured part of the community. In recognition of the importance of this area, and in the interest of supporting continued economic development downtown and maintaining the quality of life in the area and the City itself, the City has a dedicated maintenance team (Mall Maintenance) that is responsible for providing additional services to this heavily used area, including, but not limited to, daily trash collection, snow removal, sidewalk cleaning, landscaping services, and other general maintenance needs; and,

WHEREAS, Resolution No. 35,075 dated October 23, 1979, mandated that a portion of the City's annual maintenance costs be specially charged to properties within the State Street Mall/Capitol Concourse District; and,

WHEREAS, Resolution No. 37,401 dated September 29, 1981, adopted a policy for calculating such special charges as current services rendered at the conclusion of the service year, pursuant to Section 66.0627, Wisconsin Statutes; and,

WHEREAS, since 1982, a portion of these extra costs incurred by the City to maintain the Mall Concourse area have been recovered by imposing special charges against the properties within the Mall Concourse area served by the City's Mall Concourse program. The costs are recovered on an annual basis based upon the actual services provided in the preceding period; and,

WHEREAS, Resolution No. RES-08-00931 dated October 10, 2008, adopted a policy for determining such charges based upon a combination of parcel square footage and effective



service frontage length; and,

WHEREAS, the 2011 Adopted Operating Budget Resolution created a new permanent staff position to be funded exclusively by the special charges; and,

WHEREAS, the 2012 Adopted Operating Budget Resolution established a State Street Mall/ Capitol Concourse landscaping program to be funded exclusively by the special charges; and,

WHEREAS, the 2015 Adopted Operating Budget Resolution included an expansion of the State Street Mall/Capitol Concourse service area; and,

WHEREAS, the 2019 Adopted Operating Budget Resolution included the addition of services of the 1)Mall Concourse Flower Planter Program and 2) Mall Concourse Fountains and Amenity Improvements, which is an increase to the expenses funded by the special charges; and,

WHEREAS, the size and scope of the Mall Maintenance Area and corresponding of administration of the special charge process has grown significantly over the years; and,

WHEREAS, the administrative burden of the special charge process increased significantly over the decades on with a multitude of incremental changes creating inefficiencies and lack of clarity; and,

WHEREAS, the 2020 Adopted Operating Budget included a modification to the cost share between the City and property owner from an 63% City /37% Property Owner effective 2019 to 50% Property Owner/50% City in 2020 with the intention of establishing a transparent and understandable process to apportion special charges to the benefiting properties; and,

WHEREAS, Resolution No. 62434, Dated November 17, 2020, amended the billing cycle from September 1st to August 31st to June 1st to May 31st and amended the apportionment policy to apportion eligible service costs 50% to the property owners and 50% to the City as a whole. For 2019-2020 only, the billing time period was approved to include 9 months from September 1, 2019 to May 31, 2020; and,

WHEREAS, the City Attorney has determined that the provisions of Wisconsin Statute 66.0627 shall be followed in the imposition of special charges for said maintenance costs.

NOW, THEREFORE, BE IT RESOLVED: That the 2021 Special Charges for the State Street Mall and Capitol Concourse provided in Schedule A are hereby adopted in accordance with Sections 4.09(13) of the Madison General Ordinances and Wis. Stat. Sec. 66.0627; and,

BE IT FURTHER RESOLVED that the 2020/21 Special Charges for the State Street Mall and Capitol Concourse provided in Schedule A are hereby adopted in accordance with Sections 4.09(13) of the Madison General Ordinances and Wis. Stat. Sec. 66.0627; and,

BE IT FURTHER RESOLVED that such Special Charges shall not be payable in installments and shall be paid in full by January 31, 2021; and,

BE IT FINALLY RESOLVED that these Special Charges shall represent an exercise of the police power of the City of Madison.



# City of Madison

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

## Master

File Number: 67609

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ParcelNum	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage (%)	Frontage Charge	Total Charge
070913327263	121 E Main St	3168.00	0.14%	\$ 483.27	48.0	0.22%	\$ 767.88	\$ 1,251.15
070913327271	119 E Main St	1334.00	0.06%	\$ 203.50	23.0	0.11%	\$ 367.94	\$ 571.44
070913327289	117 E Main St	1350.00	0.06%	\$ 205.94	25.3	0.12%	\$ 403.94	\$ 609.88
070913327297	102 King St	1995.35	0.09%	\$ 304.38	117.5	0.54%	\$ 1,879.07	\$ 2,183.45
070913327312	106 King St	1540.00	0.07%	\$ 234.92	32.6	0.15%	\$ 520.72	\$ 755.64
070913327320	115 E Main St	1830.32	0.08%	\$ 279.21	31.4	0.15%	\$ 502.32	\$ 781.53
070913327346	112 King St	7756.00	0.34%	\$ 1,183.15	91.6	0.42%	\$ 1,464.57	\$ 2,647.73
070913327370	118 King St	4925.49	0.22%	\$ 751.37	110.2	0.51%	\$ 1,762.93	\$ 2,514.29
070913329011	110 E Main St Unit CDM	87120.00	3.85%	\$ 13,289.86	594.5	2.75%	\$ 9,510.85	\$ 22,800.71
070913330018	1 N Pinckney St	3762.00	0.17%	\$ 573.88	193.0	0.89%	\$ 3,087.52	\$ 3,661.40
070913330026	5 N Pinckney St	5280.00	0.23%	\$ 805.45	66.0	0.31%	\$ 1,055.84	\$ 1,861.28
070913330034	7 N Pinckney St	7920.00	0.35%	\$ 1,208.17	99.0	0.46%	\$ 1,583.76	\$ 2,791.92
070913330042	15 N Pinckney St	5640.00	0.25%	\$ 860.36	70.5	0.33%	\$ 1,127.83	\$ 1,988.19
070913330050	19 N Pinckney St	2280.00	0.10%	\$ 347.81	28.5	0.13%	\$ 455.93	\$ 803.74
070913330068	23 N Pinckney St	7920.00	0.35%	\$ 1,208.17	99.0	0.46%	\$ 1,583.76	\$ 2,791.92
070913330076	25 N Pinckney St	2640.00	0.12%	\$ 402.72	33.0	0.15%	\$ 527.92	\$ 930.64
070913330084	101 E Mifflin St	5280.00	0.23%	\$ 805.45	164.0	0.76%	\$ 2,623.59	\$ 3,429.04
070913330092	113 E Mifflin St	5808.00	0.26%	\$ 885.99	154.0	0.71%	\$ 2,463.62	\$ 3,349.61
070913330109	117 E Mifflin St	2574.00	0.11%	\$ 392.66	26.0	0.12%	\$ 415.94	\$ 808.59
070913330117	123 E Mifflin St	6138.00	0.27%	\$ 936.33	61.7	0.29%	\$ 986.41	\$ 1,922.74
070913330208	120 E Washington Ave	16302.00	0.72%	\$ 2,486.82	147.0	0.68%	\$ 2,351.64	\$ 4,838.45
070913332139	125 N Hamilton St	16520.00	0.73%	\$ 2,520.07	218.8	1.01%	\$ 3,500.02	\$ 6,020.09
070913332155	101 N Hamilton St	1872.00	0.08%	\$ 285.57	107.0	0.50%	\$ 1,711.74	\$ 1,997.30
070913332163	103 N Hamilton St Unit CDM	5445.00	0.24%	\$ 830.62	121.3	0.56%	\$ 1,939.78	\$ 2,770.40
070914302074	509 N Lake St	7420.00	0.33%	\$ 1,131.90	143.0	0.66%	\$ 2,287.65	\$ 3,419.54
070914302082	670 State St	1890.00	0.08%	\$ 288.31	21.0	0.10%	\$ 335.95	\$ 624.26
070914302090	662 State St Unit CDM	6054.08	0.27%	\$ 923.53	45.0	0.21%	\$ 719.89	\$ 1,643.42
070914302107	652 State St	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070914302115	648 State St	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070914302123	638 State St	4686.00	0.21%	\$ 714.83	35.5	0.16%	\$ 567.91	\$ 1,282.75
070914302131	502 N Frances St	21645.00	0.96%	\$ 3,301.87	229.5	1.06%	\$ 3,671.11	\$ 6,972.98
070914304012	816 State St	69696.00	3.08%	\$ 10,631.89	264.0	1.22%	\$ 4,223.35	\$ 14,855.24
070914304046	701 Langdon St	139392.00	6.16%	\$ 21,263.78	528.0	2.45%	\$ 8,446.69	\$ 29,710.47
070914415017	100 N Hamilton St	23580.00	1.04%	\$ 3,597.05	416.0	1.93%	\$ 6,654.97	\$ 10,252.02
070914420123	505 N Frances St	8712.00	0.38%	\$ 1,328.99	165.0	0.76%	\$ 2,639.59	\$ 3,968.58
070914420131	558 State St	2904.00	0.13%	\$ 443.00	22.0	0.10%	\$ 351.95	\$ 794.94
070914420149	552 State St	5808.00	0.26%	\$ 885.99	44.0	0.20%	\$ 703.89	\$ 1,589.88
070914420157	548 State St	4356.00	0.19%	\$ 664.49	33.0	0.15%	\$ 527.92	\$ 1,192.41
070914420165	544 State St	4356.00	0.19%	\$ 664.49	33.0	0.15%	\$ 527.92	\$ 1,192.41
070914420173	540 State St	3960.00	0.17%	\$ 604.08	30.0	0.14%	\$ 479.93	\$ 1,084.01
070914420181	534 State St	4620.00	0.20%	\$ 704.77	35.0	0.16%	\$ 559.91	\$ 1,264.68
070914420199	528 State St	4092.00	0.18%	\$ 624.22	31.0	0.14%	\$ 495.92	\$ 1,120.14
070914420206	520 State St	4686.00	0.21%	\$ 714.83	35.0	0.16%	\$ 559.91	\$ 1,274.75
070914420214	514 State St	6044.85	0.27%	\$ 922.12	50.0	0.23%	\$ 799.88	\$ 1,722.00
070914420222	506 State St	8177.00	0.36%	\$ 1,247.37	64.0	0.30%	\$ 1,023.84	\$ 2,271.22
070914420230	502 State St	4898.00	0.22%	\$ 747.17	82.0	0.38%	\$ 1,311.80	\$ 2,058.97
070914420264	240 W Gilman St	17424.00	0.77%	\$ 2,657.97	66.0	0.31%	\$ 1,055.84	\$ 3,713.81
070914420389	244 W Gilman St	9636.00	0.43%	\$ 1,469.94	73.0	0.34%	\$ 1,167.82	\$ 2,637.76
070914421048	223 W Gilman St	9654.00	0.43%	\$ 1,472.69	73.1	0.34%	\$ 1,168.62	\$ 2,641.30
070914421056	225 W Gilman St	3960.00	0.17%	\$ 604.08	30.0	0.14%	\$ 479.93	\$ 1,084.01
070914421064	452 State St	14874.00	0.66%	\$ 2,268.98	177.4	0.82%	\$ 2,838.36	\$ 5,107.34
070914421105	466 State St	2925.00	0.13%	\$ 446.20	130.0	0.60%	\$ 2,079.68	\$ 2,525.88
070914421113	440 State St	2050.00	0.09%	\$ 312.72	41.8	0.19%	\$ 667.90	\$ 980.62
070914421121	434 State St	2064.00	0.09%	\$ 314.86	32.7	0.15%	\$ 523.60	\$ 838.46
070914421139	428 State St	2810.00	0.12%	\$ 428.66	24.4	0.11%	\$ 390.98	\$ 819.64
070914421147	422 State St	2294.00	0.10%	\$ 349.94	34.0	0.16%	\$ 543.92	\$ 893.86
070914421155	418 State St	2688.00	0.12%	\$ 410.05	26.5	0.12%	\$ 423.93	\$ 833.98
070914421163	414 State St	1824.00	0.08%	\$ 278.25	24.0	0.11%	\$ 383.94	\$ 662.19
070914421171	404 State St	1287.00	0.06%	\$ 196.33	25.0	0.12%	\$ 399.94	\$ 596.27
070914421189	402 State St	662.38	0.03%	\$ 101.04	27.5	0.13%	\$ 439.93	\$ 540.98
070914421197	222 W Gorham St	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070914422088	151 W Gorham St	4356.00	0.19%	\$ 664.49	44.0	0.20%	\$ 703.89	\$ 1,368.38
070914422096	315 N Henry St	11649.00	0.51%	\$ 1,777.02	88.5	0.41%	\$ 1,415.78	\$ 3,192.80
070914422103	309 N Henry St	2739.00	0.12%	\$ 417.83	41.5	0.19%	\$ 663.90	\$ 1,081.72
070914422111	152 W Johnson St	5940.00	0.26%	\$ 906.13	123.0	0.57%	\$ 1,967.70	\$ 2,873.82
070914422129	148 W Johnson St	4356.00	0.19%	\$ 664.49	33.0	0.15%	\$ 527.92	\$ 1,192.41

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070914424042	2 E Mifflin St	34848.00	1.54%	\$ 5,315.94	330.0	1.53%	\$ 5,279.18	\$ 10,595.13
070914424092	22 E Mifflin St	18671.00	0.82%	\$ 2,848.20	128.4	0.60%	\$ 2,054.72	\$ 4,902.92
070914424117	44 E Mifflin St	8584.00	0.38%	\$ 1,309.46	157.7	0.73%	\$ 2,523.13	\$ 3,832.59
070914424141	118 N Pinckney St	12821.00	0.57%	\$ 1,955.80	142.7	0.66%	\$ 2,283.49	\$ 4,239.29
070914425016	1 W Dayton St	42768.00	1.89%	\$ 6,524.11	196.0	0.91%	\$ 3,135.52	\$ 9,659.63
070914425040	30 W Mifflin St	14520.00	0.64%	\$ 2,214.98	187.0	0.87%	\$ 2,991.54	\$ 5,206.51
070914425066	20 W Mifflin St	2904.00	0.13%	\$ 443.00	22.0	0.10%	\$ 351.95	\$ 794.94
070914425074	14 W Mifflin St	10880.00	0.48%	\$ 1,659.71	80.0	0.37%	\$ 1,279.80	\$ 2,939.51
070914425090	100 Wisconsin Ave	16048.00	0.71%	\$ 2,448.07	193.0	0.89%	\$ 3,087.52	\$ 5,535.59
070914426014	130 State St	956.00	0.04%	\$ 145.83	81.3	0.38%	\$ 1,301.40	\$ 1,447.23
070914426022	128 State St	1281.00	0.06%	\$ 195.41	45.0	0.21%	\$ 719.57	\$ 914.98
070914426056	122 State St	6852.00	0.30%	\$ 1,045.25	138.0	0.64%	\$ 2,207.66	\$ 3,252.91
070914426064	118 State St	3294.00	0.15%	\$ 502.49	47.0	0.22%	\$ 751.88	\$ 1,254.37
070914426072	114 State St	2469.30	0.11%	\$ 376.68	36.2	0.17%	\$ 579.83	\$ 956.51
070914426080	100 State St	5224.00	0.23%	\$ 796.90	168.6	0.78%	\$ 2,696.78	\$ 3,493.69
070914426105	126 State St	2783.00	0.12%	\$ 424.54	49.7	0.23%	\$ 795.08	\$ 1,219.61
070914427020	216 State St	19469.00	0.86%	\$ 2,969.93	149.5	0.69%	\$ 2,391.63	\$ 5,361.56
070914427038	220 State St	4923.00	0.22%	\$ 750.99	46.8	0.22%	\$ 748.84	\$ 1,499.83
070914427062	228 State St	3419.00	0.15%	\$ 521.56	68.6	0.32%	\$ 1,097.03	\$ 1,618.59
070914427070	232 State St	1725.00	0.08%	\$ 263.14	107.7	0.50%	\$ 1,722.13	\$ 1,985.28
070914427088	226 State St	1760.00	0.08%	\$ 268.48	25.9	0.12%	\$ 414.34	\$ 682.82
070914427096	222 State St	6487.00	0.29%	\$ 989.57	78.7	0.36%	\$ 1,258.69	\$ 2,248.26
070914427103	214 State St	2131.00	0.09%	\$ 325.08	22.0	0.10%	\$ 351.95	\$ 677.02
070914427111	208 State St	4472.00	0.20%	\$ 682.19	44.0	0.20%	\$ 703.89	\$ 1,386.08
070914427137	202 State St	13051.00	0.58%	\$ 1,990.89	125.3	0.58%	\$ 2,003.69	\$ 3,994.58
070914428010	201 W Gorham St	7393.50	0.33%	\$ 1,127.85	138.5	0.64%	\$ 2,215.66	\$ 3,343.51
070914428028	346 State St	3957.00	0.17%	\$ 603.63	158.5	0.73%	\$ 2,535.61	\$ 3,139.23
070914428036	332 State St	1265.50	0.06%	\$ 193.05	22.0	0.10%	\$ 351.95	\$ 544.99
070914428044	326 State St	1649.50	0.07%	\$ 251.63	29.8	0.14%	\$ 475.93	\$ 727.55
070914428052	320 State St	2156.00	0.10%	\$ 328.89	49.0	0.23%	\$ 783.88	\$ 1,112.77
070914428060	316 State St	2257.00	0.10%	\$ 344.30	43.5	0.20%	\$ 695.89	\$ 1,040.19
070914428078	310 State St	2778.00	0.12%	\$ 423.77	71.8	0.33%	\$ 1,148.22	\$ 1,572.00
070914428086	302 State St	797.16	0.04%	\$ 121.60	73.7	0.34%	\$ 1,178.22	\$ 1,299.82
070923101011	105 State St	2348.40	0.10%	\$ 358.24	129.8	0.60%	\$ 2,076.32	\$ 2,434.56
070923101029	109 State St	3482.61	0.15%	\$ 531.26	59.2	0.27%	\$ 946.65	\$ 1,477.91
070923101037	111 State St	5331.00	0.24%	\$ 813.23	71.2	0.33%	\$ 1,138.94	\$ 1,952.17
070923101110	111 N Fairchild St	13483.00	0.60%	\$ 2,056.79	326.5	1.51%	\$ 5,223.59	\$ 7,280.38
070923102077	201 State St Unit CDM	111667.00	4.93%	\$ 17,034.42	486.6	2.25%	\$ 7,783.92	\$ 24,818.34
070923103017	301 State St	1800.00	0.08%	\$ 274.58	114.8	0.53%	\$ 1,837.32	\$ 2,111.90
070923103025	307 State St	3190.30	0.14%	\$ 486.67	67.0	0.31%	\$ 1,071.83	\$ 1,558.50
070923103033	311 State St	7335.75	0.32%	\$ 1,119.04	87.0	0.40%	\$ 1,391.78	\$ 2,510.83
070923103041	317 State St	1814.70	0.08%	\$ 276.83	24.4	0.11%	\$ 389.54	\$ 666.37
070923103059	319 State St	2860.00	0.13%	\$ 436.28	34.0	0.16%	\$ 543.92	\$ 980.20
070923103067	327 State St	4914.00	0.22%	\$ 749.61	56.0	0.26%	\$ 895.86	\$ 1,645.48
070923103075	341 State St	13002.00	0.57%	\$ 1,983.41	138.3	0.64%	\$ 2,212.46	\$ 4,195.87
070923103083	315 W Gorham St	10560.00	0.47%	\$ 1,610.89	80.0	0.37%	\$ 1,279.80	\$ 2,890.69
070923103091	317 W Gorham St	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070923103108	321 W Gorham St	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070923104015	328 W Gorham St	4000.00	0.18%	\$ 610.19	105.0	0.49%	\$ 1,679.74	\$ 2,289.93
070923104023	417 State St Unit CDM	7379.06	0.33%	\$ 1,125.65	93.5	0.43%	\$ 1,495.77	\$ 2,621.42
070923104031	403 State St	1803.00	0.08%	\$ 275.04	102.3	0.47%	\$ 1,635.75	\$ 1,910.79
070923104049	409 State St	1684.00	0.07%	\$ 256.89	40.3	0.19%	\$ 644.70	\$ 901.59
070923104057	411 State St	2330.40	0.10%	\$ 355.49	40.4	0.19%	\$ 646.30	\$ 1,001.79
070923104081	425 State St	4055.25	0.18%	\$ 618.61	57.0	0.26%	\$ 911.86	\$ 1,530.47
070923104099	433 State St	3141.21	0.14%	\$ 479.18	63.7	0.29%	\$ 1,018.40	\$ 1,497.58
070923104106	437 State St	1520.84	0.07%	\$ 232.00	105.8	0.49%	\$ 1,692.54	\$ 1,924.54
070923106128	202 N Henry St Unit CDM	5619.24	0.25%	\$ 857.20	86.0	0.40%	\$ 1,375.79	\$ 2,232.98
070923106136	202 N Henry St Unit CDM	7448.76	0.33%	\$ 1,136.28	114.0	0.53%	\$ 1,823.72	\$ 2,960.00
070923106029	301 W Johnson St	3300.00	0.15%	\$ 503.40	91.0	0.42%	\$ 1,455.77	\$ 1,959.18
070923109015	116 W Washington Ave	26136.00	1.15%	\$ 3,986.96	264.0	1.22%	\$ 4,223.35	\$ 8,210.31
070923109023	16 N Carroll St	5808.00	0.26%	\$ 885.99	44.0	0.20%	\$ 703.89	\$ 1,589.88
070923109031	20 N Carroll St	5926.80	0.26%	\$ 904.11	44.9	0.21%	\$ 718.29	\$ 1,622.40
070923109049	22 N Carroll St	5797.44	0.26%	\$ 884.38	43.9	0.20%	\$ 702.61	\$ 1,586.99
070923109057	30 N Carroll St	8623.56	0.38%	\$ 1,315.50	164.7	0.76%	\$ 2,634.23	\$ 3,949.73
070923109073	15 N Fairchild St	16038.00	0.71%	\$ 2,446.54	33.0	0.15%	\$ 527.92	\$ 2,974.46
070923109081	117 W Mifflin St	2107.19	0.09%	\$ 321.44	20.9	0.10%	\$ 334.83	\$ 656.27
070923109099	119 W Mifflin St	1984.20	0.09%	\$ 302.68	20.0	0.09%	\$ 319.95	\$ 622.63
070923109106	121 W Mifflin St	1980.00	0.09%	\$ 302.04	20.0	0.09%	\$ 319.95	\$ 621.99
070923109114	123 W Mifflin St	1999.80	0.09%	\$ 305.06	20.2	0.09%	\$ 323.15	\$ 628.21

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070923109122	125 W Mifflin St	2071.08	0.09%	\$ 315.94	20.9	0.10%	\$ 334.67	\$ 650.60
070923109130	122 W Washington Ave	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070923110012	22 S Carroll St	25371.72	1.12%	\$ 3,870.37	258.1	1.20%	\$ 4,128.32	\$ 7,998.69
070923110020	16 S Carroll St	6270.00	0.28%	\$ 956.47	66.0	0.31%	\$ 1,055.84	\$ 2,012.30
070923110038	12 S Carroll St	4326.16	0.19%	\$ 659.94	42.9	0.20%	\$ 686.61	\$ 1,346.55
070923110046	6 S Carroll St	3581.00	0.16%	\$ 546.27	45.8	0.21%	\$ 733.17	\$ 1,279.44
070923110054	2 S Carroll St	2967.36	0.13%	\$ 452.66	88.5	0.41%	\$ 1,415.46	\$ 1,868.12
070923110062	123 W Washington Ave	24146.36	1.07%	\$ 3,683.45	198.0	0.92%	\$ 3,167.51	\$ 6,850.96
070923110070	122 W Main St	10271.00	0.45%	\$ 1,566.81	72.7	0.34%	\$ 1,162.70	\$ 2,729.51
070923119014	105 W Main St	1128.00	0.05%	\$ 172.07	90.9	0.42%	\$ 1,454.34	\$ 1,626.41
070923119022	111 W Main St	3058.00	0.14%	\$ 466.49	84.3	0.39%	\$ 1,347.79	\$ 1,814.28
070923119030	115 W Main St	4157.50	0.18%	\$ 634.21	47.0	0.22%	\$ 751.88	\$ 1,386.10
070923119048	117 W Main St	2100.00	0.09%	\$ 320.35	21.0	0.10%	\$ 335.95	\$ 656.30
070923119056	119 W Main St	2100.00	0.09%	\$ 320.35	21.0	0.10%	\$ 335.95	\$ 656.30
070923119064	121 W Main St	2000.00	0.09%	\$ 305.09	20.0	0.09%	\$ 319.95	\$ 625.04
070923119072	123 W Main St	2150.00	0.09%	\$ 327.98	21.5	0.10%	\$ 343.95	\$ 671.92
070923119080	126 S Hamilton St	5512.50	0.24%	\$ 840.91	148.5	0.69%	\$ 2,375.63	\$ 3,216.55
070923201019	449 State St	13068.00	0.58%	\$ 1,993.48	181.5	0.84%	\$ 2,903.55	\$ 4,897.03
070923201043	411 W Gilman St	4356.00	0.19%	\$ 664.49	33.0	0.15%	\$ 527.92	\$ 1,192.41
070923201051	415 W Gilman St	13068.00	0.58%	\$ 1,993.48	99.0	0.46%	\$ 1,583.76	\$ 3,577.23
070923201069	421 W Gilman St	4356.00	0.19%	\$ 664.49	33.0	0.15%	\$ 527.92	\$ 1,192.41
070923201077	425 W Gilman St	9192.00	0.41%	\$ 1,402.21	66.0	0.31%	\$ 1,055.84	\$ 2,458.05
070923201085	433 W Gilman St	7277.00	0.32%	\$ 1,110.08	66.0	0.31%	\$ 1,055.84	\$ 2,165.92
070923201118	445 W Gilman St	8646.00	0.38%	\$ 1,318.92	66.0	0.31%	\$ 1,055.84	\$ 2,374.75
070923201126	453 W Gilman St	4323.00	0.19%	\$ 659.46	33.0	0.15%	\$ 527.92	\$ 1,187.38
070923201134	459 W Gilman St	5365.00	0.24%	\$ 818.41	50.0	0.23%	\$ 799.88	\$ 1,618.29
070923201142	461 W Gilman St	1969.00	0.09%	\$ 300.36	30.0	0.14%	\$ 479.93	\$ 780.29
070923201150	536 University Ave	1352.00	0.06%	\$ 206.24	52.0	0.24%	\$ 831.87	\$ 1,038.11
070923201283	408 W Gorham St	5016.00	0.22%	\$ 765.17	38.0	0.18%	\$ 607.91	\$ 1,373.08
070923201291	402 W Gorham St	12408.00	0.55%	\$ 1,892.80	179.0	0.83%	\$ 2,863.56	\$ 4,756.36
070923201308	432 W Gorham St	42936.00	1.90%	\$ 6,549.74	99.2	0.46%	\$ 1,587.59	\$ 8,137.34
070923202017	501 State St	1359.00	0.06%	\$ 207.31	96.0	0.44%	\$ 1,535.76	\$ 1,743.07
070923202025	505 State St	960.00	0.04%	\$ 146.44	25.0	0.12%	\$ 399.78	\$ 546.22
070923202033	507 State St	5000.00	0.22%	\$ 762.73	87.0	0.40%	\$ 1,391.78	\$ 2,154.52
070923202041	515 State St	5880.00	0.26%	\$ 896.97	72.0	0.33%	\$ 1,151.82	\$ 2,048.80
070923202059	519 State St	3851.00	0.17%	\$ 587.46	34.5	0.16%	\$ 551.91	\$ 1,139.37
070923202067	521 State St	3300.00	0.15%	\$ 503.40	25.0	0.12%	\$ 399.94	\$ 903.34
070923202075	523 State St	6600.00	0.29%	\$ 1,006.81	50.0	0.23%	\$ 799.88	\$ 1,806.68
070923202132	405 N Frances St	5000.00	0.22%	\$ 762.73	191.4	0.89%	\$ 3,061.93	\$ 3,824.66
070923202140	413 N Frances St	2420.00	0.11%	\$ 369.16	41.0	0.19%	\$ 655.90	\$ 1,025.06
070923202158	454 W Gilman St	3630.00	0.16%	\$ 553.74	36.0	0.17%	\$ 575.91	\$ 1,129.66
070923202166	450 W Gilman St	6451.00	0.29%	\$ 984.08	61.0	0.28%	\$ 975.85	\$ 1,959.93
070923202174	425 N Frances St	13478.00	0.60%	\$ 2,056.02	103.3	0.48%	\$ 1,653.02	\$ 3,709.05
070923202190	430 W Gilman St	1668.00	0.07%	\$ 254.45	23.0	0.11%	\$ 367.94	\$ 622.39
070923202207	428 W Gilman St	234.00	0.01%	\$ 35.70	4.0	0.02%	\$ 63.99	\$ 99.69
070923202215	424 W Gilman St	1501.00	0.07%	\$ 228.97	38.0	0.18%	\$ 607.91	\$ 836.88
070923202223	437 N Frances St	70702.00	3.12%	\$ 10,785.35	470.6	2.18%	\$ 7,528.92	\$ 18,314.27
070923203015	601 State St	4048.00	0.18%	\$ 617.51	111.0	0.51%	\$ 1,775.73	\$ 2,393.23
070923203023	613 State St	3784.00	0.17%	\$ 577.24	43.0	0.20%	\$ 687.89	\$ 1,265.13
070923203031	619 State St	3516.00	0.16%	\$ 536.35	40.0	0.19%	\$ 639.90	\$ 1,176.25
070923203049	627 State St	6888.50	0.30%	\$ 1,050.82	121.3	0.56%	\$ 1,939.70	\$ 2,990.52
070923203057	639 State St	11352.00	0.50%	\$ 1,731.71	159.5	0.74%	\$ 2,552.17	\$ 4,283.88
070923203065	661 State St	2838.00	0.13%	\$ 432.93	33.0	0.15%	\$ 527.92	\$ 960.85
070923203073	673 State St	4664.00	0.21%	\$ 711.48	114.5	0.53%	\$ 1,831.72	\$ 2,543.19
070923203081	441 N Lake St	3784.00	0.17%	\$ 577.24	44.0	0.20%	\$ 703.89	\$ 1,281.13
070923203099	415 N Lake St	44984.88	1.99%	\$ 6,862.29	265.4	1.23%	\$ 4,245.26	\$ 11,107.56
070923203106	405 N Lake St	6600.00	0.29%	\$ 1,006.81	157.0	0.73%	\$ 2,511.61	\$ 3,518.42
070923203114	622 University Ave	11893.00	0.53%	\$ 1,814.24	87.8	0.41%	\$ 1,404.26	\$ 3,218.50
070923203130	430 N Frances St	44937.00	1.99%	\$ 6,854.99	264.0	1.22%	\$ 4,223.35	\$ 11,078.33
070923203213	616 University Ave	3124.00	0.14%	\$ 476.56	44.0	0.20%	\$ 703.89	\$ 1,180.45
070923203221	610 University Ave	2982.00	0.13%	\$ 454.89	42.0	0.19%	\$ 671.90	\$ 1,126.79
070923203239	608 University Ave	1386.00	0.06%	\$ 211.43	21.0	0.10%	\$ 335.95	\$ 547.38
070923203247	604 University Ave	2772.00	0.12%	\$ 422.86	42.0	0.19%	\$ 671.90	\$ 1,094.76
070923203255	602 University Ave	1452.00	0.06%	\$ 221.50	77.0	0.36%	\$ 1,231.81	\$ 1,453.31
070923203263	406 N Frances St	2752.00	0.12%	\$ 419.81	32.0	0.15%	\$ 511.92	\$ 931.73
070923203271	408 N Frances St	2838.00	0.13%	\$ 432.93	33.0	0.15%	\$ 527.92	\$ 960.85
070923203346	438 N Frances St	3784.00	0.17%	\$ 577.24	44.0	0.20%	\$ 703.89	\$ 1,281.13
070923203354	626 University Ave	4440.00	0.20%	\$ 677.31	35.4	0.16%	\$ 565.99	\$ 1,243.30
070923204021	723 State St	11352.00	0.50%	\$ 1,731.71	86.0	0.40%	\$ 1,375.79	\$ 3,107.50

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070923204039	731 State St	11352.00	0.50%	\$ 1,731.71	86.0	0.40%	\$ 1,375.79	\$ 3,107.50
070923204203	701 State St	22704.00	1.00%	\$ 3,463.42	238.0	1.10%	\$ 3,807.41	\$ 7,270.83
070923205011	800 University Ave	191737.92	8.47%	\$ 29,248.97	363.1	1.68%	\$ 5,809.34	\$ 35,058.32
070924203014	106 E Doty St	4255.00	0.19%	\$ 649.09	101.5	0.47%	\$ 1,623.27	\$ 2,272.35
070924203030	115 King St	4014.00	0.18%	\$ 612.32	40.0	0.19%	\$ 639.90	\$ 1,252.22
070924203056	121 S Pinckney St	4515.00	0.20%	\$ 688.75	60.0	0.28%	\$ 959.85	\$ 1,648.60
070924203064	107 King St	7329.00	0.32%	\$ 1,118.01	105.2	0.49%	\$ 1,682.38	\$ 2,800.39
070924203072	101 King St	3319.00	0.15%	\$ 506.30	152.9	0.71%	\$ 2,445.30	\$ 2,951.60
070924204012	33 E Main St	13634.24	0.60%	\$ 2,079.86	197.1	0.91%	\$ 3,152.31	\$ 5,232.17
070924204046	1 E Main St	20170.00	0.89%	\$ 3,076.87	243.7	1.13%	\$ 3,897.96	\$ 6,974.82
070924204070	119 Martin Luther King Jr Blvd	8712.00	0.38%	\$ 1,328.99	66.0	0.31%	\$ 1,055.84	\$ 2,384.82
070924204153	15 E Main St	23219.00	1.03%	\$ 3,541.98	142.2	0.66%	\$ 2,275.33	\$ 5,817.31
070924204161	10 E Doty St	19932.00	0.88%	\$ 3,040.56	107.4	0.50%	\$ 1,718.61	\$ 4,759.17
070924206018	1 W Main St	10852.00	0.48%	\$ 1,655.44	178.1	0.83%	\$ 2,848.76	\$ 4,504.20
070924206026	7 W Main St	4984.00	0.22%	\$ 760.29	39.0	0.18%	\$ 623.90	\$ 1,384.20
070924206076	25 W Main St Unit CDM	33116.56	1.46%	\$ 5,051.82	327.1	1.52%	\$ 5,232.63	\$ 10,284.45
070924206109	17 W Main St	38423.00	1.70%	\$ 5,861.30	169.7	0.79%	\$ 2,714.22	\$ 8,575.52
070924209012	121 S Hamilton St	4005.00	0.18%	\$ 610.95	126.6	0.59%	\$ 2,025.29	\$ 2,636.24
070924209038	111 S Hamilton St	4348.00	0.19%	\$ 663.27	162.7	0.75%	\$ 2,602.24	\$ 3,265.51
070924209046	117 S Hamilton St Unit CDM	16008.50	0.71%	\$ 2,442.04	161.2	0.75%	\$ 2,579.52	\$ 5,021.56
<b>Total</b>		<b>2263285.22</b>	<b>100.00%</b>	<b>\$ 345,256.54</b>	<b>21581.9</b>	<b>100.00%</b>	<b>\$ 345,256.54</b>	<b>\$ 690,513.07</b>



# Madison Parks Division

210 Martin Luther King, Jr. Blvd., Room 104  
PO Box 2987  
Madison, WI 53701-2987  
608-266-4711 • [cityofmadison.com/parks](http://cityofmadison.com/parks)



October 1, 2021

## Dear Mall Maintenance Service Area Property Owner:

Enclosed is the notice for Special Charges for Mall Maintenance service for the period of June 1, 2020 to May 31, 2021. Mall Maintenance services are supported by a combination of special charges to property owners and the City tax levy. Charges are billed "in arrears" (after the fact) and are based on actual expenditures for the past year of services split 50/50 between the City and property owners. The 50/50 cost share method was defined by policymakers during the creation of the 2020 Operating Budget. In 2020, property owners were billed for a 9 month period, and the 2021 billing cycle includes a 12 month period. The current proposed charges do not include cost attributable to emergency response to riots and protests, and adjustments have been made for currently unexplained increases in Fleet charges. Madison Parks continues to strive towards providing the best possible maintenance for the district while focusing on controlling costs to the property owners.

Also enclosed is a service area map that provides a guide to the street frontages that are serviced as a part of the special charges district. The covered serviced areas receive the following services:

- Sidewalk Snow and Ice Removal on serviced frontages (see enclosed map). Snow removal from the street is managed by the Streets Division. Snow removal from sidewalks that are not on serviced frontages is the responsibility of the property owners.
- Daily trash collection from public receptacles, recycling and leaf/debris collection as needed. For more information, see the website below. (Sidewalk snow removal is a priority during winter storms.)
- Bus shelter cleaning with power washing as required and route sign maintenance.
- Seasonal banner change on State Street and Capitol Square.
- Turf and Landscape Maintenance – mowing/trimming, fertilization, and irrigation of Square and State Street grass islands, in addition to Lisa Link Peace Park. Install and maintain the annual flower planting program previously managed by the Business Improvement District.
- Hardscape Maintenance – sweeping walks, power washing seating areas as needed, graffiti and residue removal, and installing/removing benches/bike racks/refuse containers as required.
- Landscape planting and maintenance program for service area planting beds.
- Maintenance and cleaning of the visitor center.
- Sidewalk washing program for removing residue and gum through power washing.
- Maintain and update all poster kiosks in the service area.

## Mall Maintenance Contacts:

For specific questions about fees and billing, contact:

January L. Vang, Parks Financial & Administrative Coordinator  
(608) 266-4214 or [jvang@cityofmadison.com](mailto:jvang@cityofmadison.com)

If you have any questions about services, contact:

Mark Kiesow, Mall Concourse Foreperson  
(608) 266-6031 or [MKiesow@cityofmadison.com](mailto:MKiesow@cityofmadison.com)

Or visit <http://www.cityofmadison.com/parks/about/mallmaintenance.cfm>





\*\*\* NOTICE OF MALL MAINTENANCE SPECIAL CHARGES \*\*\*

Printed: October 7, 2021

PARCEL NUMBER:

Parcel Area	Effective Frontage	Special Charge

PROPERTY LOCATION:

OWNER:

RETURN ADDRESS:

Parks Division, City of Madison  
210 Martin Luther King, Jr. Blvd., #104  
Madison, WI 53703

**NOTICE OF PUBLIC VIRTUAL HEARING BEFORE THE DOWNTOWN COORDINATING COMMITTEE**

(HEARING ON MALL MAINTENANCE SPECIAL CHARGES)

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING IS BEING SCHEDULED FOR PROPERTIES WITHIN THE REVISED STATE STREET MALL/CAPITOL CONCOURSE MAINTENANCE DISTRICT ON PROPOSED MALL MAINTENANCE SPECIAL CHARGES FOR MALL/CONCOURSE MAINTENANCE COSTS IN ACCORDANCE WITH RESOLUTION NO. 37,401 DATED OCTOBER 6, 1981 AND BY AUTHORITY GRANTED UNDER THE PROVISIONS OF SECTION 66.0627 OF THE WISCONSIN STATUTES.

THE DOWNTOWN COORDINATING COMMITTEE WILL HOLD A PUBLIC VIRTUAL HEARING ON:

**THURSDAY, OCTOBER 21, 2021 AT 5:30 PM**

TO HEAR ALL PERSONS INTERESTED, OR THEIR AGENTS OR ATTORNEYS, CONCERNING MATTERS CONTAINED IN SAID REPORTS AND WILL DETERMINE WHAT PORTION, IF ANY, OF THE COST OF SAID MAINTENANCE SHALL BE PAID BY THE CITY AT LARGE.

The City of Madison is holding the Downtown Coordinating Committee meeting virtually to help protect our community from the Coronavirus (COVID-19) pandemic.

1. WRITTEN COMMENTS: You can send comments on agenda items to [DCC@cityofmadison.com](mailto:DCC@cityofmadison.com)
2. PUBLIC REGISTRATION: You can register your support or opposition to an agenda item at <https://www.cityofmadison.com/MeetingRegistration>. If you wish to speak at the virtual meeting on an agenda item, you must register. When you register, you will be sent an email with the information you will need to join the virtual meeting.
3. LISTEN TO THE MEETING: You can listen to or watch the Downtown Coordinating Committee meeting in several ways:
  - Watch the meeting via livestream on the Madison City channel website: <https://media.cityofmadison.com/mediasite/showcase> or livestream on the City of Madison YouTube Channel: <https://www.youtube.com/user/cityofmadison>
  - Listen to audio via phone: (877) 853-5257 (toll free) | webinar id: (please contact Dept. of Planning & Com at (608) 266-4635)
  - Watch the meeting on television on Charter Digital 994 and AT&T U-Verse 99
4. JOIN MEETING: If you would like to join the meeting as an observer, please fill out information at <https://www.cityofmadison.com/clerk/meeting-schedule/watch-meetings-online>.

NOTICE IS HEREBY GIVEN THAT THE MALL MAINTENANCE SPECIAL CHARGES FOR THE MAINTENANCE HEREIN DESCRIBED SHALL BE EXTENDED UPON THE TAX ROLL AS A LIEN AGAINST THE PROPERTY AND ALL PROCEEDINGS IN RELATION TO THE COLLECTION, RETURN AND SALE OF PROPERTY FOR DELINQUENT REAL ESTATE TAXES SHALL APPLY TO SUCH SPECIAL CHARGES.

Maribeth Witzel-Behl  
CITY CLERK

\*\* DO NOT PAY FROM THIS STATEMENT \*\*  
\*\* CHARGES WILL APPEAR ON YOUR \*\*  
\*\* PROPERTY TAX BILL TO BE MAILED IN \*\*  
\*\* DECEMBER 2021 \*\*



# City of Madison

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

## Master

**File Number: 67718**

**File ID:** 67718

**File Type:** Resolution

**Status:** Items Referred

**Version:** 3

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/05/2021

**File Name:** SECOND SUBSTITUE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the

**Final Action:**

**Title:** SECOND SUBSTITUTE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

**Notes:** BPC 10/13; Plan Commission 10/18

**Sponsors:** Satya V. Rhodes-Conway, Syed Abbas and Charles Myadze

**Effective Date:**

**Attachments:** version 1.pdf, version 2.pdf, PC Locator Maps.pdf, Whitetail Ridge Park Expansion Legal Description v2 - Exhibit A.pdf, Whitetail Ridge Park Exapansion Map - Exhibit B.pdf, Whitetail Ridge Park Expansion- Public Comment.pdf, Cherokee SAP-Map 9A.pdf

**Enactment Number:**

**Author:** Eric Knepp

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	10/05/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Resolution was Referred to the FINANCE COMMITTEE					
	<b>Notes:</b>	Additional referrals to Board of Park Commissioners and Plan Commission					
1	FINANCE COMMITTEE	10/05/2021	Referred	BOARD OF PARK COMMISSIONERS		10/13/2021	
	<b>Action Text:</b>	This Resolution was Referred to the BOARD OF PARK COMMISSIONERS					
	<b>Notes:</b>						

1	FINANCE COMMITTEE	10/05/2021	Referred	PLAN COMMISSION	10/18/2021
	<b>Action Text:</b>	This Resolution was Referred to the PLAN COMMISSION			
	<b>Notes:</b>				
2	BOARD OF PARK COMMISSIONERS	10/13/2021	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER		Pass
	<b>Action Text:</b>	Parks Superintendent Eric Knepp presented the item and answered questions.			
		Motion made by Leopold, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. Motion passed by voice vote/other.			
3	PLAN COMMISSION	10/18/2021	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	Pass
	<b>Action Text:</b>	A motion was made by Cantrell, seconded by Solheim, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.			
2	COMMON COUNCIL	10/19/2021			
3	FINANCE COMMITTEE	10/25/2021			

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## Text of Legislative File 67718

### Fiscal Note

The proposed resolution amends the 2021 Parks Division Capital Budget by appropriating an additional \$2,100,000 in Citywide Parkland Impact Fees to the Whitetail Ridge Expansion Project (Munis No. 13849). This resolution also authorizes the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park Inc. for the City's purchase of the property located in City of Madison at the southeast corner of Wheeler and Sherman. The total acquisition costs are estimated to be \$2,100,000 broken out as follows: \$2,061,500 for the purchase price of the Real Estate, \$25,000 for demolition costs, and \$13,500 for miscellaneous closing costs (prorated taxes, filling fees, etc.) and Real Estate staff costs.

### Title

SECOND SUBSTITUTE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

### Body

WHEREAS, Cherokee Park, Inc. (the "Seller") owns approximately 22 acres of vacant land located in the City of Madison, Dane County, Wisconsin, as legally described on attached Exhibit A and depicted on attached Exhibit B (the "Property"); and

WHEREAS, the property is a heavily wooded parcel that includes mature native trees that provide a significant enhancement to the urban forest managed by the Parks Division; and

WHEREAS, the property provides an additional natural landscape feature in close proximity to the natural landscapes already managed by the City as a part of the adjacent Cherokee Marsh Conservation Park system; and

WHEREAS, the Property is currently located within the City of Madison and is identified as potential residential development in the City's **2018 Comprehensive Plan** and 2007 Cherokee Special Area Plan; and

WHEREAS the Cherokee Special Area Plan recognizes the "high quality" of the woods on the subject site and recommends that any residential development of the property preserve as many of the existing trees as possible for "environmental and aesthetic reasons"; and

WHEREAS, the City of Madison (the "City") desires to preserve the Property for park and recreational purposes; and

~~WHEREAS, the property is a heavily wooded parcel that includes mature native trees that provide a significant enhancement to the urban forest managed by the City's Parks Division; and~~

~~WHEREAS, the property provides an additional natural landscape feature in close proximity to the natural landscapes already managed by the City as a part of the adjacent Cherokee Marsh Conservation Park system; and~~

WHEREAS, Whitetail Ridge Park is currently a 9.55 acre park that is well used and includes a soccer field, basketball court, and playground; and

WHEREAS, expansion of Whitetail Ridge Park through this acquisition and future expansion corresponding to development to the east of the current acquisition will create a larger community park that will meet the diverse recreational needs of the City's Northside through future planning processes; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison authorizes the execution of a Purchase and Sale Agreement between the City and Cherokee Park Inc., for the City's purchase of approximately 22 acres of wooded land for park and recreation purposes, as legally described on attached Exhibit A and depicted on attached Exhibit B; subject to the following terms and conditions:

1. The Property. The Buyer shall purchase and the Seller shall sell and convey by Warranty Deed ("Deed") fee simple title to 22 acres, more or less, of real property, along with all improvements, legally described on attached Exhibit A and depicted on attached Exhibit B ("Property").
2. Effective Date. The "Effective Date" shall be the date first stated above, which shall be the date of the last signature signed accepting this Agreement.
3. Conveyance. The City shall purchase and the Seller shall sell and convey by Warranty Deed ("Deed") fee simple title to the Property free and clear from all liens and encumbrances excepting the following: municipal and zoning ordinance.
4. Purchase Price. The total purchase price of the Seller's interest in the Property ("Purchase Price") shall be Two Million Sixty-One Thousand Five Hundred Dollars and 00/100 (\$2,061,500.00). The Purchase Price shall be payable in cash at the time of sale ("Closing"), subject to the adjustments and prorations provided herein.
5. Personal Property. The transaction contemplated by this Agreement does not include any

personal property.

6. Delivery of Documents. Within fifteen (15) days of the Effective Date, the Seller will reproduce at the Seller's expense and send to the Buyer all lease agreements, service contracts, environmental studies, reports, surveys, permits, applications, building inspections, and remediation plans or assessments of the Property and all studies, reports, plans or assessments related to the condition of the Property in the Seller's possession or control.
7. Limited Representations and Warranties; AS-IS Condition. Except as otherwise provided in the Agreement, the Buyer shall purchase the Property in "AS-IS, WHERE-IS" condition and "with all faults," and shall agree that it relied upon no warranties, representations or statements by the Seller, their agents or employees, in entering into the Agreement or in closing the transaction described herein. Except as provided in Paragraph 8 below, the Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that the Buyer is satisfied with the condition of and title to the Property.
8. Due Diligence Period. The Buyer shall have one hundred twenty (120) days from the Effective Date ("Due Diligence Period") to review, test and inspect all aspects of the Property, at its sole cost and expense. If within the Due Diligence Period the Buyer determines, in its sole discretion, that it does not desire to purchase the Property, the Buyer may provide written notice to the Seller of such desire and the Agreement shall terminate immediately.

If the Buyer does not provide written notice terminating the Agreement on or prior to the one hundred twentieth (120th) day of the Due Diligence Period, the Agreement shall remain in full force and effect, the Buyer shall accept the Property as-is, and the Parties shall proceed to close the transaction as provided herein.

Should the Buyer desire to close prior to the end of the Due Diligence Period, the Buyer may provide the Seller with written notice of its intent to do so. The provision of such notice by the Buyer shall not affect the terms contemplated in the Agreement, except that the Closing date shall occur on or before fifteen (15) days from the date the Seller receives such notice, unless the Parties agree in writing to another date.

The Due Diligence Period may be extended upon written agreement of the Parties.

9. Inspections and Testing. The Buyer and the Buyer's authorized agents, contractors, and engineers shall be permitted access to the Property for the purpose of conducting inspections and testing, including, but not limited to, a review of the National Environmental Policy Act, Phase 1 environmental assessment, and any other inspections deemed necessary by the Buyer. Access shall be at reasonable times with advance notice to Seller and be conducted in a manner so as to not unreasonably interfere with any occupant/tenant of the Property.
10. Access to Property. The Buyer will be permitted to enter the Property during City's Contingency Period, at times agreed to by the Seller, for the purpose of familiarizing City with the facilities and planning for occupancy.
11. Existing Lease. The Seller has entered into a lease with \_\_\_\_\_ ("Lessee") with the term expiring on \_\_\_\_\_. The Seller shall agree not to enter into any additional leases or rental agreements for the Property, or any portion thereof,

during the Buyer's Due Diligence Period, as described in Paragraph 8, and through the Closing date, without the prior written consent of the Buyer. The Seller shall provide to the Buyer a copy of the current lease within fifteen (15) days of the Effective Date and prepare an assignment of lease for the Buyer's review.

12. Insurance. Any of City's authorized agents, engineers, consultants, appraisers and contractors entering the Property or Building shall carry commercial general liability insurance naming the Seller, its members, managers, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence and annual aggregate. These policies shall provide Seller with thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the Agreement. As evidence of this coverage, any of City's authorized agents, engineers, consultants, appraisers and contractors shall furnish Seller with a certificate of insurance. If the coverage required above expires with the Agreement is in effect, City and any of its authorized agents, engineers, consultants, appraisers and contractors shall provide a renewal certificate to Seller for approval. The obligations of this paragraph shall terminate at Closing.
13. Title Insurance. The Seller shall provide to the Buyer, at the Seller's expense, within thirty (30) days prior to Closing a commitment from First American Title Insurance Company ("Title Company") to issue an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price upon the recording of proper documents, together with a gap endorsement and owner's affidavit. The commitment shall show title to the Property, as of a date no more than fifteen (15) days before such title proof is provided to the Buyer, to be in the condition called for in the Agreement, and further subject only to liens or judgments which will be paid out of the proceeds of the Closing and to any exceptions acceptable to the Buyer. The Buyer shall notify the Seller of any valid objection to title, in writing, prior to Closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out the Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, the Agreement shall be void.
14. Survey. Any survey of the Property including, but not limited to, an ALTA/ACSM Land Title Survey that meets the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys effective February 23, 2016 that is required to eliminate all survey related exceptions to the title insurance policy, certified as of a current date in favor of the Buyer and the Title Company providing the title insurance described in Paragraph 11 shall be at the sole cost and expense of the Buyer.
15. Commissions. The Seller represents that it has not entered into any contracts with any brokers or finders nor has the Seller obligated their selves to pay any real estate commissions or finders' fees on account of the execution of the Agreement or the close of the transaction contemplated therein. The Buyer represents that it has not entered into any contracts with any brokers or finders nor has the Buyer obligated their selves to pay any real estate commissions or finders' fees on account of the execution of the Agreement or the close of the transaction contemplated therein. The provisions of this Paragraph 15 shall survive any expiration or termination of the Agreement and shall not merge into any deed delivered and accepted upon the closing of the transaction therein contemplated.
16. Closing.

- a. Closing shall occur on or before fifteen (15) days from (a) the expiration of the Due Diligence Period; or (b) the date of the Seller's receipt of notice from the Buyer requesting an earlier Closing date; or (c) such other date agreed to in writing by the Parties.
- b. The Seller agrees to execute and deliver to the Buyer at Closing the Deed conveying the Property to the Buyer free and clear from all liens, judgments and encumbrances, excepting the following: Municipal and zoning ordinances and agreements entered under them; recorded easements for the distribution of utility, municipal services; easements; neighborhood plans; recorded building and use restrictions and covenants; taxes for the year of Closing as described in (d) below; and all other matters of record or that would be disclosed by a complete and accurate ALTA survey of the property which are not objected to or waived by the City as further set forth in the Agreement.
- c. The Buyer shall pay all recording/filing fees except that the Seller shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Property to be in the condition called for by the Agreement.
- d. All real estate taxes with respect to the Property in the year of Closing shall be prorated between the Buyer and the Seller as of the Closing date based upon the latest known assessment and latest known mil rate.
- e. The Seller shall be responsible for any existing special or area assessments or any other charges payable to any municipality or utility with regard to the Property as of the Closing date.
- f. The Seller shall pay any fees related to the Wisconsin real estate transfer fee and the preparation of the required transfer return by the Title Company due in connection with conveyance of the Property.
- g. All costs charged by the Title Company to facilitate Closing shall be prorated between the Parties.

Prior to Closing, the Buyer shall obtain authorization from the City of Madison Common Council for the approval and execution of this Agreement by the City.

17. Representations. The Seller, to the best of Seller's knowledge, represents the following:

- a. No Prior Right to Purchase. No party has any option, right of first refusal or similar right to purchase all or any portion of the Property. There is an existing lease on a portion of the property as identified in Section 11.
- b. No Adverse Possessors. There are no parties in possession of any portion of the Property as tenants at sufferance or trespassers.

18. Miscellaneous.

- a. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the

- Parties.
- b. Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive Closing and delivery of the Deed.
  - c. Entire Agreement. This Agreement contains the entire agreement between the Parties and any modification, alteration or addendum to this Agreement shall be valid only when written and executed by both Parties.
  - d. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives
  - e. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.
  - f. Severability. If any non-material part, paragraph, or article of this Agreement shall be determined to be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.
  - g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
  - h. Headings. The headings of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

BE IT FURTHER RESOLVED that the 2021 Adopted Parks Division Capital Budget be amended to include up to \$2,100,000 in new expenditure authority funded with \$2,100,000 from the Citywide Parkland Impact Fee Funds; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to sign and accept any and all documents and legal instruments required to complete the transactions contemplated in this resolution, on a form and in a manner that has been approved by the City Attorney ; **and**

BE IT FURTHER RESOLVED that the Cherokee Special Area Plan is amended to reflect the acquisition of the subject lands for public open space and conservation purposes and change the recommended land use for the property to Park and Open Space or similar.







# City of Madison

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

## Master

**File Number: 67718**

**File ID:** 67718

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** PLAN  
COMMISSION

**File Created Date :** 10/05/2021

**File Name:** BY TITLE ONLY - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the sou

**Final Action:**

**Title:** BY TITLE ONLY - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

**Notes:** BPC 10/13; Plan Commission 10/18

**Sponsors:** Satya V. Rhodes-Conway, Syed Abbas and Charles Myadze

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** Eric Knepp

**Hearing Date:**

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

**Published Date:**

### Approval History

Version	Date	Approver	Action

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	10/05/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>			This Resolution was Referred to the FINANCE COMMITTEE			
	<b>Notes:</b>			Additional referrals to Board of Park Commissioners and Plan Commission			
1	FINANCE COMMITTEE	10/05/2021	Referred	BOARD OF PARK COMMISSIONERS			
	<b>Action Text:</b>			This Resolution was Referred to the BOARD OF PARK COMMISSIONERS			
	<b>Notes:</b>						

1 FINANCE COMMITTEE      10/05/2021 Referred      PLAN  
COMMISSION  
**Action Text:** This Resolution was Referred to the PLAN COMMISSION  
**Notes:**

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**Text of Legislative File 67718**

Fiscal Note

Fiscal Note Pending

Title

BY TITLE ONLY - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

Body

[Enter Body Here]



# City of Madison

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

## Master

**File Number: 67718**

**File ID:** 67718

**File Type:** Resolution

**Status:** In Committee

**Version:** 2

**Reference:**

**Controlling Body:** PLAN  
COMMISSION

**File Created Date :** 10/05/2021

**File Name:** SUBSTITUTE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres.

**Final Action:**

**Title:** SUBSTITUTE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

**Notes:** BPC 10/13; Plan Commission 10/18

**Sponsors:** Satya V. Rhodes-Conway, Syed Abbas and Charles Myadze

**Effective Date:**

**Attachments:** version 1.pdf, Whitetail Ridge Park Expansion Legal Description v2 - Exhibit A.pdf, Whitetail Ridge Park Expansion Map - Exhibit B.pdf, Whitetail Ridge Park Expansion- Public Comment.pdf

**Enactment Number:**

**Author:** Eric Knepp

**Hearing Date:**

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

**Published Date:**

### Approval History

Version	Date	Approver	Action
2		Stephanie Mabrey	Approve

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	10/05/2021	Referred	FINANCE COMMITTEE			
<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE							

**Notes:** Additional referrals to Board of Park Commissioners and Plan Commission

1 FINANCE COMMITTEE 10/05/2021 Referred BOARD OF PARK COMMISSIONERS

**Action Text:** This Resolution was Referred to the BOARD OF PARK COMMISSIONERS

**Notes:**

1 FINANCE COMMITTEE 10/05/2021 Referred PLAN COMMISSION

**Action Text:** This Resolution was Referred to the PLAN COMMISSION

**Notes:**

2 BOARD OF PARK COMMISSIONERS 10/13/2021

2 PLAN COMMISSION 10/18/2021

2 COMMON COUNCIL 10/19/2021

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### Text of Legislative File 67718

#### Fiscal Note

The proposed resolution amends the 2021 Parks Division Capital Budget by appropriating an additional \$2,100,000 in Citywide Parkland Impact Fees to the Whitetail Ridge Expansion Project (Munis No. 13849). This resolution also authorizes the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park Inc. for the City's purchase of the property located in City of Madison at the southeast corner of Wheeler and Sherman. The total acquisition costs are estimated to be \$2,100,000 broken out as follows: \$2,061,500 for the purchase price of the Real Estate, \$25,000 for demolition costs, and \$13,500 for miscellaneous closing costs (prorated taxes, filling fees, etc.) and Real Estate staff costs.

#### Title

SUBSTITUTE - Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

#### Body

WHEREAS, Cherokee Park, Inc. (the "Seller") owns approximately 22 acres of vacant land located in the City of Madison, Dane County, Wisconsin, as legally described on attached Exhibit A and depicted on attached Exhibit B (the "Property"); and

WHEREAS, the Property is currently located within the City of Madison and is identified as potential residential development in the City's Comprehensive Plan; and

WHEREAS, the City of Madison (the "City") desires to preserve the Property for park and recreational purposes; and

WHEREAS, the property is a heavily wooded parcel that includes mature native trees that provide a significant enhancement to the urban forest managed by the City's Parks Division; and

WHEREAS, the property provides an additional natural landscape feature in close proximity to the natural landscapes already managed by the City as a part of the adjacent Cherokee Marsh Conservation Park system; and

WHEREAS, Whitetail Ridge Park is currently a 9.55 acre park that is well used and includes a

soccer field, basketball court, and playground; and

WHEREAS, expansion of Whitetail Ridge Park through this acquisition and future expansion corresponding to development to the east of the current acquisition will create a larger community park that will meet the diverse recreational needs of the City's Northside through future planning processes; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Madison authorizes the execution of a Purchase and Sale Agreement between the City and Cherokee Park Inc., for the City's purchase of approximately 22 acres of wooded land for park and recreation purposes, as legally described on attached Exhibit A and depicted on attached Exhibit B; subject to the following terms and conditions:

1. The Property. The Buyer shall purchase and the Seller shall sell and convey by Warranty Deed ("Deed") fee simple title to 22 acres, more or less, of real property, along with all improvements, legally described on attached Exhibit A and depicted on attached Exhibit B ("Property").
2. Effective Date. The "Effective Date" shall be the date first stated above, which shall be the date of the last signature signed accepting this Agreement.
3. Conveyance. The City shall purchase and the Seller shall sell and convey by Warranty Deed ("Deed") fee simple title to the Property free and clear from all liens and encumbrances excepting the following: municipal and zoning ordinance.
4. Purchase Price. The total purchase price of the Seller's interest in the Property ("Purchase Price") shall be Two Million Sixty-One Thousand Five Hundred Dollars and 00/100 (\$2,061,500.00). The Purchase Price shall be payable in cash at the time of sale ("Closing"), subject to the adjustments and prorations provided herein.
5. Personal Property. The transaction contemplated by this Agreement does not include any personal property.
6. Delivery of Documents. Within fifteen (15) days of the Effective Date, the Seller will reproduce at the Seller's expense and send to the Buyer all lease agreements, service contracts, environmental studies, reports, surveys, permits, applications, building inspections, and remediation plans or assessments of the Property and all studies, reports, plans or assessments related to the condition of the Property in the Seller's possession or control.
7. Limited Representations and Warranties; AS-IS Condition. Except as otherwise provided in the Agreement, the Buyer shall purchase the Property in "AS-IS, WHERE-IS" condition and "with all faults," and shall agree that it relied upon no warranties, representations or statements by the Seller, their agents or employees, in entering into the Agreement or in closing the transaction described herein. Except as provided in Paragraph 8 below, the Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that the Buyer is satisfied with the condition of and title to the Property.
8. Due Diligence Period. The Buyer shall have one hundred twenty (120) days from the Effective Date ("Due Diligence Period") to review, test and inspect all aspects of the Property, at its sole cost and expense. If within the Due Diligence Period the Buyer

determines, in its sole discretion, that it does not desire to purchase the Property, the Buyer may provide written notice to the Seller of such desire and the Agreement shall terminate immediately.

If the Buyer does not provide written notice terminating the Agreement on or prior to the one hundred twentieth (120th) day of the Due Diligence Period, the Agreement shall remain in full force and effect, the Buyer shall accept the Property as-is, and the Parties shall proceed to close the transaction as provided herein.

Should the Buyer desire to close prior to the end of the Due Diligence Period, the Buyer may provide the Seller with written notice of its intent to do so. The provision of such notice by the Buyer shall not affect the terms contemplated in the Agreement, except that the Closing date shall occur on or before fifteen (15) days from the date the Seller receives such notice, unless the Parties agree in writing to another date.

The Due Diligence Period may be extended upon written agreement of the Parties.

9. Inspections and Testing. The Buyer and the Buyer's authorized agents, contractors, and engineers shall be permitted access to the Property for the purpose of conducting inspections and testing, including, but not limited to, a review of the National Environmental Policy Act, Phase 1 environmental assessment, and any other inspections deemed necessary by the Buyer. Access shall be at reasonable times with advance notice to Seller and be conducted in a manner so as to not unreasonably interfere with any occupant/tenant of the Property.
10. Access to Property. The Buyer will be permitted to enter the Property during City's Contingency Period, at times agreed to by the Seller, for the purpose of familiarizing City with the facilities and planning for occupancy.
11. Existing Lease. The Seller has entered into a lease with \_\_\_\_\_ ("Lessee") with the term expiring on \_\_\_\_\_. The Seller shall agree not to enter into any additional leases or rental agreements for the Property, or any portion thereof, during the Buyer's Due Diligence Period, as described in Paragraph 8, and through the Closing date, without the prior written consent of the Buyer. The Seller shall provide to the Buyer a copy of the current lease within fifteen (15) days of the Effective Date and prepare an assignment of lease for the Buyer's review.
12. Insurance. Any of City's authorized agents, engineers, consultants, appraisers and contractors entering the Property or Building shall carry commercial general liability insurance naming the Seller, its members, managers, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence and annual aggregate. These policies shall provide Seller with thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the Agreement. As evidence of this coverage, any of City's authorized agents, engineers, consultants, appraisers and contractors shall furnish Seller with a certificate of insurance. If the coverage required above expires with the Agreement is in effect, City and any of its authorized agents, engineers, consultants, appraisers and contractors shall provide a renewal certificate to Seller for approval. The obligations of this paragraph shall terminate at Closing.
13. Title Insurance. The Seller shall provide to the Buyer, at the Seller's expense, within thirty (30) days prior to Closing a commitment from First American Title Insurance Company

("Title Company") to issue an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price upon the recording of proper documents, together with a gap endorsement and owner's affidavit. The commitment shall show title to the Property, as of a date no more than fifteen (15) days before such title proof is provided to the Buyer, to be in the condition called for in the Agreement, and further subject only to liens or judgments which will be paid out of the proceeds of the Closing and to any exceptions acceptable to the Buyer. The Buyer shall notify the Seller of any valid objection to title, in writing, prior to Closing. The Seller shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should the Seller be unable or unwilling to carry out the Agreement by reason of a valid legal defect in title which the Buyer is unwilling to waive, the Agreement shall be void.

14. Survey. Any survey of the Property including, but not limited to, an ALTA/ACSM Land Title Survey that meets the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys effective February 23, 2016 that is required to eliminate all survey related exceptions to the title insurance policy, certified as of a current date in favor of the Buyer and the Title Company providing the title insurance described in Paragraph 11 shall be at the sole cost and expense of the Buyer.

15. Commissions. The Seller represents that it has not entered into any contracts with any brokers or finders nor has the Seller obligated their selves to pay any real estate commissions or finders' fees on account of the execution of the Agreement or the close of the transaction contemplated therein. The Buyer represents that it has not entered into any contracts with any brokers or finders nor has the Buyer obligated their selves to pay any real estate commissions or finders' fees on account of the execution of the Agreement or the close of the transaction contemplated therein. The provisions of this Paragraph 15 shall survive any expiration or termination of the Agreement and shall not merge into any deed delivered and accepted upon the closing of the transaction therein contemplated.

16. Closing.

- a. Closing shall occur on or before fifteen (15) days from (a) the expiration of the Due Diligence Period; or (b) the date of the Seller's receipt of notice from the Buyer requesting an earlier Closing date; or (c) such other date agreed to in writing by the Parties.
- b. The Seller agrees to execute and deliver to the Buyer at Closing the Deed conveying the Property to the Buyer free and clear from all liens, judgments and encumbrances, excepting the following: Municipal and zoning ordinances and agreements entered under them; recorded easements for the distribution of utility, municipal services; easements; neighborhood plans; recorded building and use restrictions and covenants; taxes for the year of Closing as described in (d) below; and all other matters of record or that would be disclosed by a complete and accurate ALTA survey of the property which are not objected to or waived by the City as further set forth in the Agreement.
- c. The Buyer shall pay all recording/filing fees except that the Seller shall pay the recording/filing fees for such documents as are required to be recorded/filed in order to cause title to the Property to be in the condition called for by the Agreement.
- d. All real estate taxes with respect to the Property in the year of Closing shall be



- prorated between the Buyer and the Seller as of the Closing date based upon the latest known assessment and latest known mil rate.
- e. The Seller shall be responsible for any existing special or area assessments or any other charges payable to any municipality or utility with regard to the Property as of the Closing date.
  - f. The Seller shall pay any fees related to the Wisconsin real estate transfer fee and the preparation of the required transfer return by the Title Company due in connection with conveyance of the Property.
  - g. All costs charged by the Title Company to facilitate Closing shall be prorated between the Parties.

Prior to Closing, the Buyer shall obtain authorization from the City of Madison Common Council for the approval and execution of this Agreement by the City.

17. Representations. The Seller, to the best of Seller's knowledge, represents the following:

- a. No Prior Right to Purchase. No party has any option, right of first refusal or similar right to purchase all or any portion of the Property. There is an existing lease on a portion of the property as identified in Section 11.
- b. No Adverse Possessors. There are no parties in possession of any portion of the Property as tenants at sufferance or trespassers.

18. Miscellaneous.

- a. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties.
- b. Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, personal representatives, successors, and assigns. The provisions herein contained shall survive Closing and delivery of the Deed.
- c. Entire Agreement. This Agreement contains the entire agreement between the Parties and any modification, alteration or addendum to this Agreement shall be valid only when written and executed by both Parties.
- d. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives
- e. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect

with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

- f. Severability. If any non-material part, paragraph, or article of this Agreement shall be determined to be invalid, or otherwise unenforceable, the validity of all the remaining parts, paragraphs, and articles shall not be affected thereby. Any such non-material parts, paragraphs, or articles shall be deemed severable.
- g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of or applicable to the State of Wisconsin.
- h. Headings. The headings of the paragraphs in this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

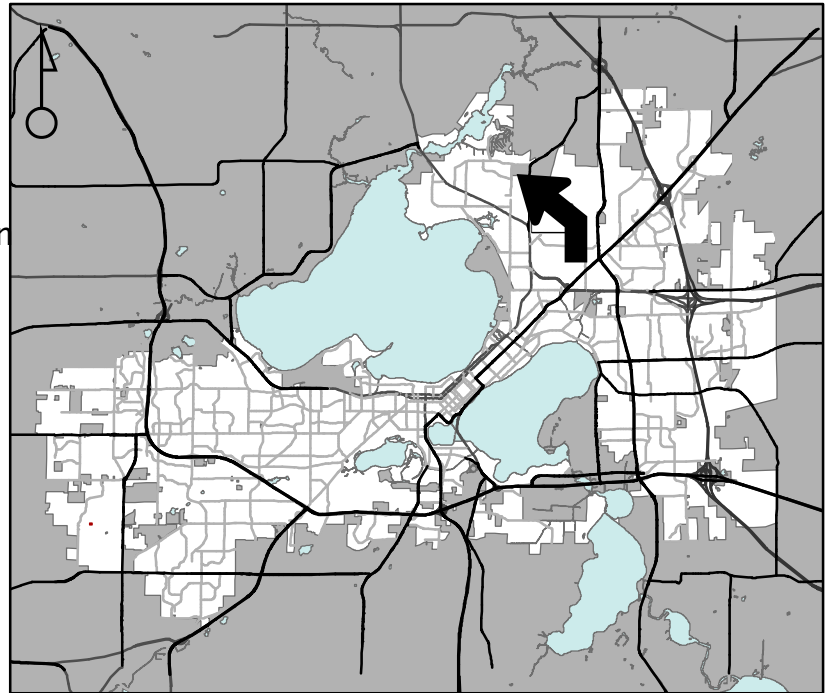
BE IT FURTHER RESOLVED that the 2021 Adopted Parks Division Capital Budget be amended to include up to \$2,100,000 in new expenditure authority funded with \$2,100,000 from the Citywide Parkland Impact Fee Funds; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are authorized to sign and accept any and all documents and legal instruments required to complete the transactions contemplated in this resolution, on a form and in a manner that has been approved by the City Attorney.



File ID  
67718

Title  
Amending the 2021 Adopted Parks Division Capital Budget and Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy. (18th AD)



Scale : 1" = 400'



WHEELER RD

N SHERMAN AVE

TEXAS TRL

RIGNEY LN

ANHALT DR

HOLLOW RIDGE RD

ID 67718  
Acquisition of  
"Hornung Woods"



# EXHIBIT A

## Legal Description:

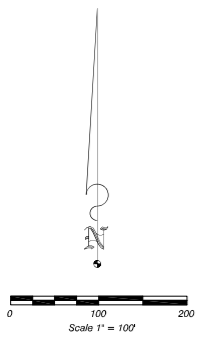
Part of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and part the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 19, T8N, R10E, Town of Burke, Dane County, Wisconsin, described as follows:

Beginning at the West  $\frac{1}{4}$  corner of said Section 19; thence along the West line of the said Northwest  $\frac{1}{4}$ , N01°30'32"E, 528.00 feet; thence S88°30'28"E, 165.00 feet; thence N01°30'32"E, 132.00 feet; thence N88°30'28"W, 165.00 feet to said West line; thence along said West line, N01°30'32"E, 619.12 feet to the center line of Wheeler Road; thence along said center line, S88°59'42"E (recorded as S89°23'08"E), 700.00 feet to the southeast corner of lands deeded to Madison Catholic Diocese (St. Peter's Catholic Church); thence along the East line of said lands, N01°30'32"E (recorded as N01°07'06"E), 39.55 feet to the North line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; thence along said North line, S87°48'58"E, 115.10 feet to the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ; thence S02°16'51"W, 855.13 feet along said East line; thence S88°09'44"E, 524.94 feet; thence S02°16'51"W, 473.01 feet to the North line of Whitetail Ridge and the South line of said Northwest  $\frac{1}{4}$  said point being on the West right-of-way line of Hollow Ridge Road; thence N88°09'44"W (recorded as N88°33'36"W), 1322.13 feet along said North line and its Westerly extension and said South line to the aforesaid West  $\frac{1}{4}$  Corner and the point of beginning; Containing 1,266,444 square feet, or 29.074 acres; Subject to public rights of way for North Sherman Avenue over the Westerly portion thereof and for Wheeler Road over the Northerly portion thereof.

EXHIBIT B

DESCRIPTION:

Part of the Southwest 1/4 of the Northwest 1/4 and part the Southeast 1/4 of the Northwest 1/4, Section 19, T8N, R10E, Town of Burke, Dane County, Wisconsin, described as follows: Beginning at the West 1/4 corner of said Section 19; thence along the West line of the said Northwest 1/4, N01°30'32"E, 528.00 feet; thence S88°30'28"E, 165.00 feet; thence N01°30'32"E, 132.00 feet; thence N88°30'28"W, 165.00 feet to said West line; thence along said West line, N01°30'32"E, 619.12 feet to the center line of Wheeler Road; thence along said center line, S85°59'42"E (recorded as S89°23'08"E), 700.00 feet to the southeast corner of lands deeded to Madison Catholic Diocese (St. Peter's Catholic Church); thence along the East line of said lands, N01°30'32"E (recorded as N01°07'06"E), 39.55 feet to the North line of said Southwest 1/4 of the Northwest 1/4; thence along said North line, S87°48'58"E, 115.10 feet to the East line of said Southwest 1/4 of the Northwest 1/4; thence S02°16'51"W, 855.13 feet along said East line; thence S88°09'44"E, 524.94 feet; thence S02°16'51"W, 473.01 feet to the North line of Whitetail Ridge and the South line of said Northwest 1/4 said point being on the West right-of-way line of Hollow Ridge Road; thence N88°09'44"W (recorded as N88°33'36"W), 1322.13 feet along said North line and its Westerly extension and said South line to the aforesaid West 1/4 Corner and the point of beginning; Containing 1,266,444 square feet, or 29.074 acres; Subject to public rights of way for North Sherman Avenue over the Westerly portion thereof and for Wheeler Road over the Northerly portion thereof.

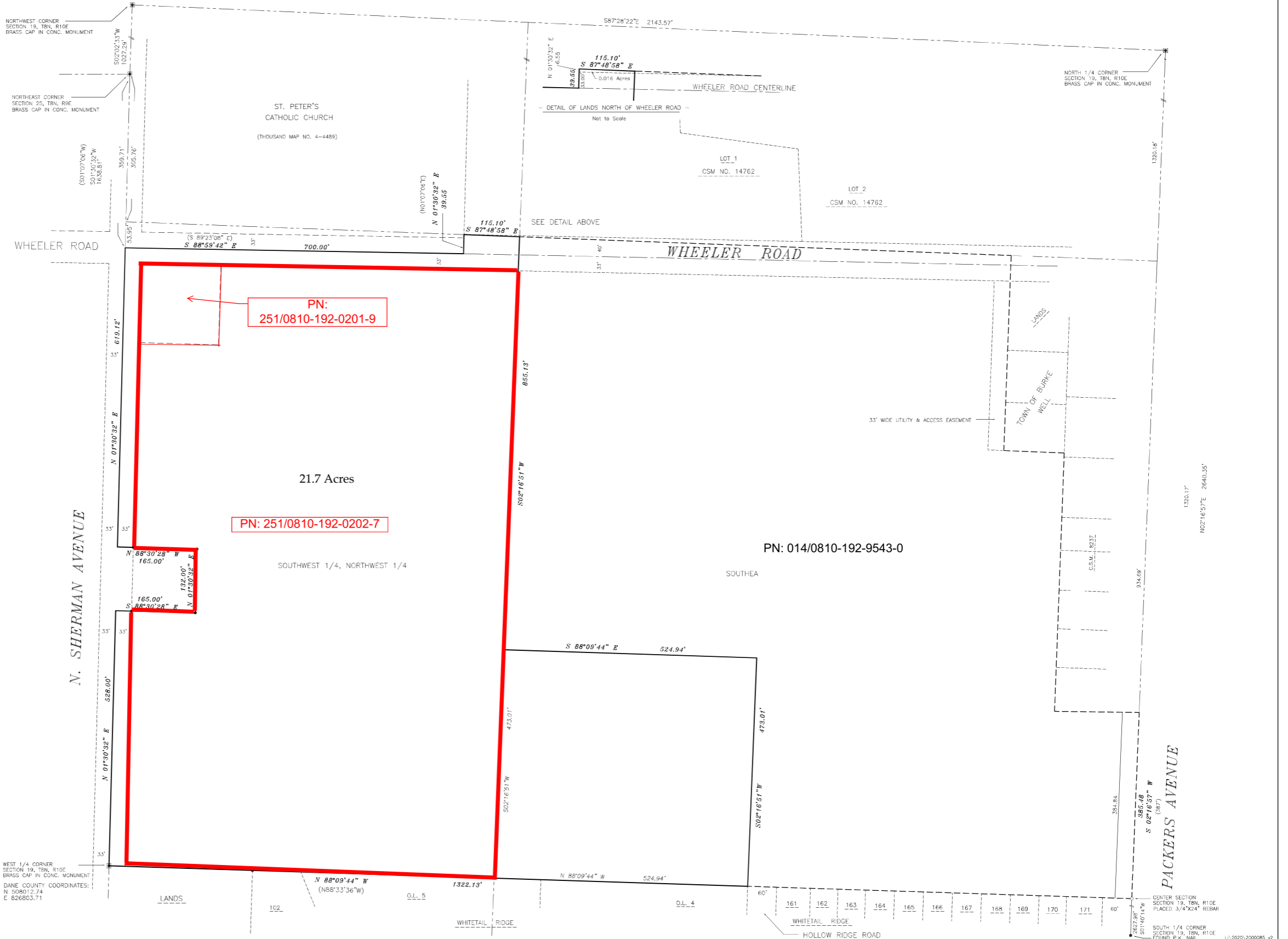


Legend:

- = Iron stake found
- = 1"x24" iron pipe set min. wt. = 1.138/in.ft.
- ( ) = Recorded as data

Notes:

"The disturbance of a survey stake by anyone is in violation of Section 236.32 of Wisconsin Statutes."  
 "Wetlands if present have not been delineated."  
 "This survey is subject to any and all easements and agreements both recorded and unrecorded."



**BIRRENKOTT SURVEYING INC.**

LAND SURVEYING & PERC TESTING

P.O. BOX 237  
1677 N. BRISTOL ST.

SUN PRAIRIE, WIS. 53590

(608) 837-7463  
FAX (608) 837-1081

Rev: FEBRUARY 24, 2020

EXHIBIT MAP

FEBRUARY 17, 2020

SURVEYED BY MK  
 DRAWN BY MK/MAP  
 CHECKED BY MAP / CKC  
 APPR'D BY MAP

PREPARED FOR:  
**CHEROKEE PARK, INC.**  
 5000 N. SHERMAN AVE.  
 MADISON, WI 53704  
 608-886-3649

JOB NO.  
**200085**  
 SHEET 1 OF 1  
 FB270/54-56

**From:** Michael D. Barrett <mikeb@urbanthoreau.com>  
**Sent:** Wednesday, October 13, 2021 12:53 PM  
**To:** Park Commission <pacommission@cityofmadison.com>  
**Cc:** Benford, Brian <district6@cityofmadison.com>; Mayor <Mayor@cityofmadison.com>; sasyna-discussion@googlegroups.com  
**Subject:** Today's Parks Commission Ag 10, 67067: Olbrich Path

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

**From:** Jan Axelson  
**Sent:** Wednesday, October 13, 2021 1:44 PM  
**To:** Park Commission <pacommission@cityofmadison.com>  
**Cc:** Knepp, Eric <EKnepp@cityofmadison.com>; Quinlan, Paul <PQuinlan@cityofmadison.com>; Myadze, Charles <district18@cityofmadison.com>  
**Subject:** In support of item 67718: purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road

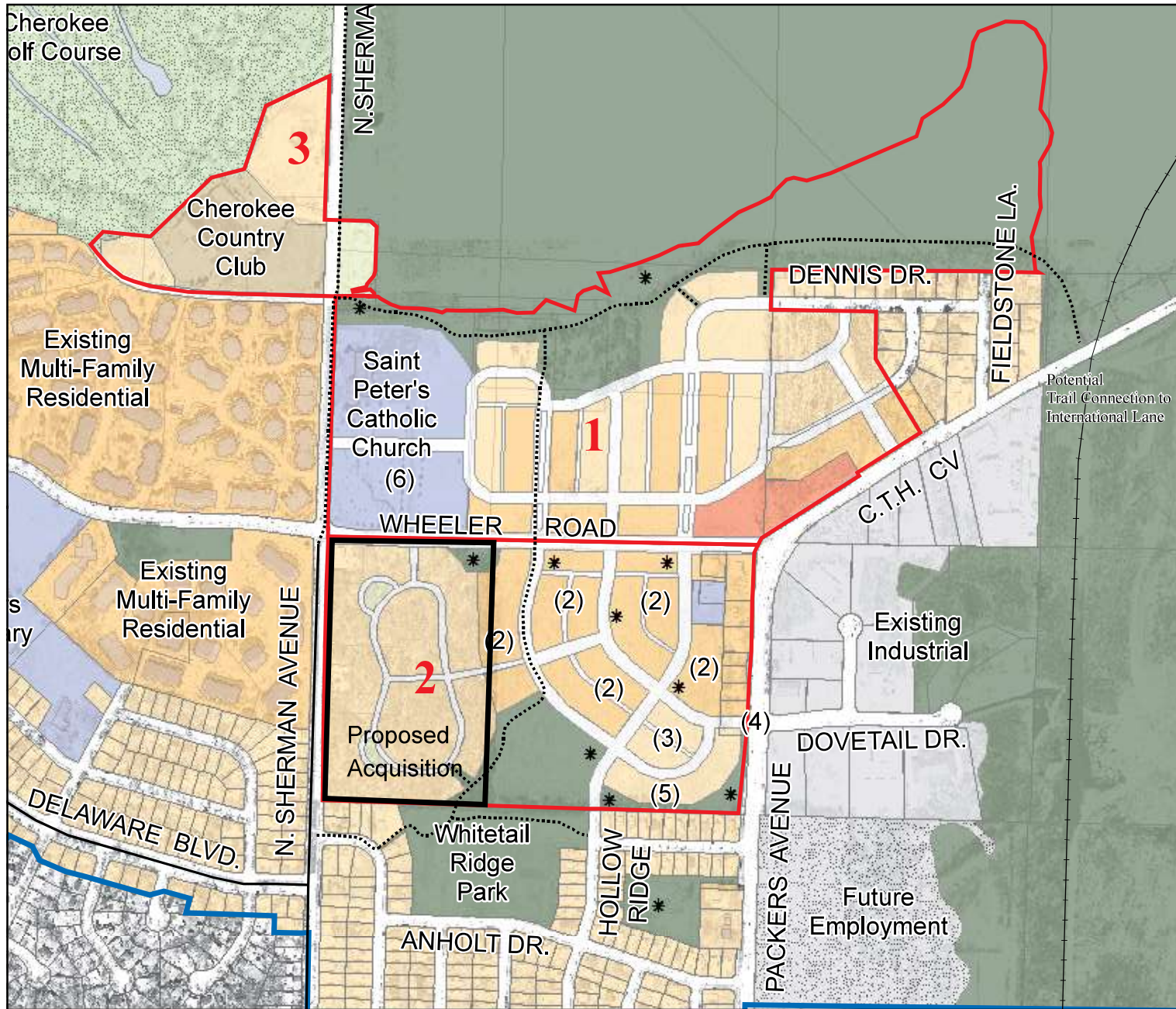
Caution: This email was sent from an external source. Avoid unknown links and attachments.

Re: Item 67718 - Authorizing the execution of a Purchase and Sale Agreement between the City of Madison and Cherokee Park, Inc. for the City's purchase of approximately 22 acres located at the southeast corner of N. Sherman Avenue and Wheeler Road for the expansion of Whitetail Ridge Park and the preservation of urban forest canopy.

The Friends of Cherokee Marsh fully support the acquisition of this rare undeveloped urban forested parcel. Located adjacent to Whitetail Ridge Park and very near Cherokee Marsh Conservation Park land on the north side of Wheeler Road, the acquisition will ensure that the native forest canopy is preserved and will provide new opportunities for trails and enjoying nature.

Jan Axelson

Friends of Cherokee Marsh



MAP 9A  
**RECOMMENDED  
 LAND USE**  
 Cherokee Special Area Plan  
 January 2007

**STUDY AREA**

**CORE PLANNING SUB-AREAS**

**RESIDENTIAL**  
 Low Density Residential  
 Density Range (<8 du/net ac)  
 Density Range (8-15 du/net ac)  
 Medium Density Residential (16-25 du/net ac)

**COMMERCIAL/EMPLOYMENT/MIXED USE**  
 Neighborhood Mixed Use  
 Industrial  
 Employment

**INSTITUTIONAL**

**PARK, OPEN SPACE, AND STORMWATER MANAGEMENT**  
 Park Drainage and Open space  
 Golf Course

**POTENTIAL FUTURE DEVELOPMENT AREA**

**LAND USE NOTES**  
 (2) A variety of type and size of structure is sought in these areas.  
 (3) Smaller scale structures are sought in these areas.  
 (4) Street alignment planning will continue to examine a connection to Packers Avenue at Dovetail Drive as a preferred option.  
 (5) Single-family detached housing is recommended for this area.  
 (6) The St. Peter's Church institutional use will continue. Should portions redevelop, residential at 8-15 dwelling units per net acre is recommended.

**STREET ROW (Public and Private)**

**SPECIAL FEATURES**  
 Runway Protection  
 Railroad Realignment  
 Cherokee Marsh Cons. Park Access Road  
 Trail/Emergency Access Road  
 Existing Bike Routes  
 Proposed Routes, Paths and Trails

**Legend:**  
 Blue outline: STUDY AREA  
 Red outline: CORE PLANNING SUB-AREAS  
 Light yellow: Low Density Residential (<8 du/net ac)  
 Yellow: Density Range (8-15 du/net ac)  
 Orange: Medium Density Residential (16-25 du/net ac)  
 Red: COMMERCIAL/EMPLOYMENT/MIXED USE Neighborhood Mixed Use  
 Grey: Industrial  
 Dotted: Employment  
 Blue: Cherokee Country Club  
 Light blue: INSTITUTIONAL  
 Green: PARK, OPEN SPACE, AND STORMWATER MANAGEMENT Park Drainage and Open space  
 Green with dots: Golf Course  
 Asterisk: Proposed Stormwater Detention  
 Cross-hatch: POTENTIAL FUTURE DEVELOPMENT AREA

**Data Source:**  
 City of Madison, Dept. of Planning and Development

**Scale:**  
 0 500 1,000 Feet

**City of Madison**  
 Dept of Planning and Development, Planning Unit

m:\arc\work\plan\neighborhood\plan\cherokee\cherokee special area plan maps\current\saip map\map 9a





# City of Madison

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

## Master

**File Number: 67798**

**File ID:** 67798

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/11/2021

**File Name:** Amending the 2021 Capital Budget of Engineering  
Major Streets to correct the budget to match funds  
received from the State LRIP Program

**Final Action:**

**Title:** Amending the 2021 Capital Budget of Engineering Major Streets to correct the  
budget to match funds received from the State LRIP Program. (5th and 11th AD)

**Notes:** Christy Bachmann

**Sponsors:** Arvina Martin

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:** Rob Phillips, City Engineer

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	10/11/2021	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee (10/25/21), Common Council final action (11/2/2021)				
1	COMMON COUNCIL	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>		This Resolution was Referred to the FINANCE COMMITTEE				
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 67798

#### Fiscal Note

The proposed resolution transfers state sources-supported funding from the Reconstruction Streets program to the Pavement Management program, and increases the state sources budget in the Grand/Van Hise/Park/Mason Reconstruction Project (MUNIS 10898) to match actual funds received. There is no impact to any City-funded budget sources.

(194,761.83) 13140-402-170

(194,761.83) 13140-402-220  
194,761.83 11744-402-170  
194,761.83 11744-402-220

225,501.33 10898-402-170  
225,501.33 10898-402-220

**Title**

Amending the 2021 Capital Budget of Engineering Major Streets to correct the budget to match funds received from the State LRIP Program. (5th and 11th AD)

**Body**

PREAMBLE:

This budget amendment seeks to match the State Sources funding budget for Local Roads Improvement Program (LRIP) with the actual project receiving the funds. The current year LRIP budget is in the Reconstruction Streets program and one of the projects receiving LRIP funds is Holly/Euclid/Toepfer Resurfacing which is in the Pavement Management program. The budget amendment transfers \$194,761.83 State Sources budget from the Reconstruction Streets program to the Pavement Management program. Additionally, the Grand/Van Hise project was allocated LRIP funds in 2018 but did not have any State Sources budget to match.

NOW THEREFORE BE IT RESOLVED that the 2021 Capital Budget of Engineering Major Streets is amended to transfer \$194,761.83 State Sources budget from Reconstruction Streets program to the Pavement Management program; and

BE IT FURTHER RESOLVED that the 2021 Capital Budget of Engineering Major Streets is amended to add \$225,501.33 of budget authority from State Sources.



# City of Madison

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

## Master

**File Number: 67977**

**File ID:** 67977

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/19/2021

**File Name:** Agreement to Support Low Cost Student Housing

**Final Action:**

**Title:** ~~SUBSTITUTE BY TITLE ONLY~~ Authorizing an Agreement to Support Low Cost Student Housing between the City and Core Campus Manager, LLC

### Notes:

**Sponsors:** Michael E. Verveer

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Matt Wachter, Director

**Hearing Date:**

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

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Department of Planning and Community and Economic Development	10/19/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (10/25)						
1	COMMON COUNCIL	10/19/2021	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Abbas, seconded by Martin, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/25/2021					

## Text of Legislative File 67977

### Fiscal Note

No additional City appropriation is required with the approval of the proposed resolution. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

### Title

~~SUBSTITUTE BY TITLE ONLY~~ Authorizing an Agreement to Support Low Cost Student Housing between the City and Core Campus Manager, LLC

**Body**

WHEREAS, as a university city, the City of Madison has a need for affordable student housing; and

WHEREAS, the City regularly provides financial support to developments containing affordable housing for families; and

WHEREAS, the City does not have a program to provide the same financial support for student housing; and

WHEREAS, the Developer intends to provide affordable student housing in a building to be constructed (the "Building") upon property located at 341 State Street, 317-321 West Gorham Street, and 322 West Johnson Street (the "Property"); and

WHEREAS, the Developer is seeking rezoning of the Property from Downtown Core (DC District) and Urban Mixed Use (UMX District) to a Planned Development - General Development Plan - Specific Implementation Plan (PD-GDP-SIP District), as defined in Madison General Ordinances (MGO) 28.098, which would include construction of additional stories, more than would be allowable in the zoning district where the Property is located; and

WHEREAS, the additional height allows for two floors of rentable student housing, which provides a financial benefit that can be used by Developer to subsidize the affordable student housing in the Building; and

WHEREAS, in order to memorialize this understanding, the City and Developer have agreed to enter into a contract based on the terms stated herein.

NOW THEREFORE BE IT RESOLVED, that the Common Council hereby authorizes the execution of a contract for affordable student housing with Core Campus Manager, LLC on materially, though not exclusively, the following terms and conditions:

1. Planned Development Approval

A. Developer acknowledges and agrees that the land use submission for the Building does not comply with requirements of the Downtown Core (DC) or Urban Mixed Use (UMX) zoning districts, and, therefore, requires a Planned Development District (the "PD") zoning approval.

B. Developer acknowledges and agrees that the City and its employees cannot guarantee the outcome of a legislative approval process, but can issue an objective planning staff report regarding the land use application, and provide time and effort to attend meetings, draft and review documents, and in other ways assist the Developer in seeking approval of the PD in the normal course of business (the "City Work"). The City Work shall not include the making of any report, statement or other representation of any kind that contains factually untrue information, and shall not require the City to avoid or suppress any comments or concerns related to the development.

C. In exchange for the City Work and subject to issuance of the requested PD zoning approval, Developer agrees to execute a LURA containing terms more fully described in Section 2. The LURA shall be recorded prior to receiving a building permit from the City for the Building. The City consents to subordination of the LURA to a first mortgage lender upon the reasonable approval of the City Attorney as to the form of such subordination.

D. Developer agrees that the City Work is required in order to obtain the

necessary approvals of the PD, and that the approval of the PD would provide a necessary financial incentive to support the affordability required in the LURA. Therefore, the City and the Developer agree and acknowledge that the City Work constitutes sufficient consideration for this Agreement, and that neither this Agreement, nor any contract arising therefrom, can be challenged due to a lack of consideration.

2. Terms of LURA.

A. Term. The Term of the LURA shall be Thirty (30) years minimum from the date of a certificate of occupancy for the Building.

B. Affordability. Developer shall provide one hundred and eleven (111), or ten-percent (10%) of the total beds, whichever is greater (the "Affordable Beds"), leases to qualified UW applicants as determined to be qualified by UW, at a lease rate that is thirty-percent (30%) less (the "Student Discount") than the market rate charged for a bed in a comparable bed in the Building.

C. Eligibility. UW's Office of Financial Aid ("UWOFA") has agreed to a Memorandum of Understanding (MOU) with Developer to apply its guidelines for determining eligibility based on household income, or other criteria (the "Eligible Students"). Developer shall be deemed to have complied with this section by accepting students referred to the Developer by UWOFA. In the event UWOFA stops providing such service, Developer shall comply with the same UWOFA rules for eligibility at its own expense.

D. Compliance. Developer shall provide a report each June during the Term certifying the number of leases to Eligible Students ("Lease Certification"). The City shall have the right, but not the obligation, to audit the Lease Certification in a commercially reasonable manner as it chooses (the "Audit"), but with the understanding that the City shall not create public records of student names as a result of during the Audit.

E. Liquidated Damages. The City and Developer agree that the approval of the PD will result in the authorization to construct a Building that has additional height, and rentable space resulting from the City Work. The harm to the City for failing to comply with the LURA would be difficult if not impossible to calculate, and, therefore, the parties agree that liquidated damages for willful uncured default shall be Five Million Dollars (\$5,000,000). In the event Developer pays the liquidated damages set forth in this Section 2F., this Agreement shall automatically terminate upon such payment and a release, in form and substance sufficient to remove the land use restrictions set forth in the LURA, shall be recorded promptly thereafter.

3. Meet and Confer. Whenever, during the term of the LURA, and in advance of the payment of Liquidated Damages any disagreement or dispute arises between the parties as to the interpretation of this Agreement, or any rights or obligations arising hereunder, such matters shall be resolved, whenever possible, by meeting and conferring. The Developer shall produce, at the City's reasonable request, documents related to Eligible Students and Affordable Beds. Any party may request such a meeting by giving notice to the other; in which case such other party shall make itself available within seven (7) business days thereafter. If such matters cannot be so resolved within no more than ten (10) business days after the giving of such notice to confer, either party may proceed under any applicable remedy at law or in equity.

BE IT FINALLY RESOLVED, that the Mayor and Clerk are authorized to enter into the contracts stated herein and any other agreements required to carry out the purposes of this resolutions, subject to reasonable and non-substantive changes approved by the City Attorney.





# City of Madison

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

## Master

**File Number: 67975**

**File ID:** 67975

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** CITY-COUNTY  
HOMELESS  
ISSUES  
COMMITTEE

**File Created Date :** 10/19/2021

**File Name:** BY TITLE ONLY: Authorizing the Mayor and City Clerk to enter into an agreement with Dane County for the City's use of non-congregate hotel sheltering as part of the City's efforts to provide alternatives to unsheltered homelessness.

**Final Action:**

**Title:** BY TITLE ONLY: Authorizing the Mayor and City Clerk to enter into an agreement with Dane County for the City's use of non-congregate hotel sheltering as part of the City's efforts to provide alternatives to unsheltered homelessness.

### Notes:

**Sponsors:** Satya V. Rhodes-Conway and Yannette Figueroa Cole

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Jim O'Keefe

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Division	10/19/2021	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> City-County Homeless Issues Committee (11/1/21), Finance Committee (10/25/21)						
1	COMMON COUNCIL	10/19/2021	Refer	CITY-COUNTY HOMELESS ISSUES COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Abbas, seconded by Martin, to Refer to the CITY-COUNTY HOMELESS ISSUES COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Finance Committee						
1	CITY-COUNTY HOMELESS ISSUES COMMITTEE	10/19/2021	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b> This Resolution was Referred to the FINANCE COMMITTEE						
	<b>Notes:</b>						

**Text of Legislative File 67975**

**Fiscal Note**

FISCAL NOTE PENDING

**Title**

BY TITLE ONLY: Authorizing the Mayor and City Clerk to enter into an agreement with Dane County for the City's use of non-congregate hotel sheltering as part of the City's efforts to provide alternatives to unsheltered homelessness.

**Body**





# City of Madison

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

## Master

**File Number: 67496**

**File ID:** 67496

**File Type:** Operating Budget

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 09/20/2021

**File Name:**

**Final Action:**

**Title:** 2022 Executive Operating Budget

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:** Hyperlink, 2022 Operating Budget -- Agency Hearing Schedule.pdf, 2022 Operating Budget Overview for FC - UPDATED.pdf, 2022 Operating Budget -- Agency Briefing Slides.pdf, Budget Adoption Timeline.pdf, 2022 FC Operating Amendments.pdf, Revisions to 2022 Executive Operating Budget Levy Limit Calculation and Tax Computation Table.pdf

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/20/2021	Referred for Introduction				
	<b>Action Text:</b>	This Operating Budget was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (Public Hearings 10/11/21, 10/25/21); Common Council (Public Hearings 10/19/2021, 11/9/21)					
1	COMMON COUNCIL	10/05/2021	Referred for Public Hearing	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Operating Budget was Referred for Public Hearing to the FINANCE COMMITTEE					
	<b>Notes:</b>						
1	FINANCE COMMITTEE	10/11/2021	Refer	FINANCE COMMITTEE	10/12/2021		Pass
	<b>Action Text:</b>	A motion was made by Abbas, seconded by Carter, to Refer to the FINANCE COMMITTEE and should be returned by 10/12/2021. The motion passed by voice vote/other.					
1	FINANCE COMMITTEE	10/12/2021	Refer For Public Hearing	COMMON COUNCIL	10/20/2021		Pass
	<b>Action Text:</b>	A motion was made by Verveer, seconded by Carter, to Refer For Public Hearing to the COMMON COUNCIL and should be returned by 10/20/2021. The motion passed by voice vote/other.					
	<b>Notes:</b>						

1 COMMON COUNCIL 10/19/2021 Refer FINANCE COMMITTEE Pass

**Action Text:** A motion was made by Abbas, seconded by Martin, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.

There were 22 registrants in opposition, 5 registrants neither in support nor opposition.

**Notes:**

1 FINANCE COMMITTEE 10/25/2021

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**Text of Legislative File 67496**

Title

2022 Executive Operating Budget

**FINANCE COMMITTEE**  
**Schedule of 2022 Operating Budget Deliberations**

<b>Monday, October 11th 4:30pm* -- Virtual Meeting</b>	<b>Tuesday, October 12th 4:30pm -- Virtual Meeting</b>
Overview**	
<b><u>AGENCY</u></b>	<b><u>AGENCY</u></b>
	<b>Pg #</b>
<b>General Government</b>	<b>Administration</b>
Municipal Court	Attorney
	31
	Civil Rights
	65
<b>Public Health &amp; Safety</b>	Clerk
Public Health	71
Fire	Employee Assistance Program
140	111
Police	Finance
280	129
<b>Public Spaces</b>	Human Resources
Library	164
192	IT
Monona Terrace	172
222	<b>Public Works</b>
Room Tax Commission	Engineering (including utilities)
306	117
<b>Administration</b>	Fleet Services
Assessor	148
25	Parks (including golf)
<b>Transportation</b>	253
Metro	Streets
212	329
Parking Utility	Water Utility
241	361
Traffic Engineering	<b>PCED</b>
342	Building Inspection
Transportation	39
356	CDA Housing Operations
	49
	CDA Redevelopment
	58
	Community Development
	83
	Economic Development
	103
	PCED Office of the Director
	266
	Planning
	272
<p>*Note: The meeting will start at 4:30pm with regular finance committee business, followed immediately by the Operating Budget Hearings</p> <p>** The overview presentation will include a discussion of general fund revenues, debt service, direct appropriations, insurance, and workers comp, and agency budgets for the Mayor's Office, Common Council, and Office of the Independent Monitor</p> <p>***Members of the Dane County Personnel and Finance Committee will join the hearing at 5:30pm for discussion on Public Health Madison Dane County</p>	



# Overview of the 2022 Operating Budget

Note: this presentation was updated after the Finance Committee meeting to correct the ARPA allocation on slides 3 and 6. These updates are noted with underlined text.

Presentation to the Finance Committee  
Monday, October 11<sup>th</sup> at 4:30pm

# Agenda

## 1. Highlights of the Executive Operating Budget

- Closing the Budget Gap
- Revenue and Expense Summaries
- Priority Areas

## 2. Agency Budgets

- Centrally budgeted agencies; Common Council; Mayor's Office; Office of the Independent Monitor

## 3. Timeline and Schedule of Agency Briefings

# Executive Operating Budget = \$358,622,967

## General and Library Fund Expenses

- \$9.1 million (2.6%) increase from 2021 Adopted Budget
- Includes \$13.1 million in American Rescue Plan Act (ARPA) funds to balance the budget
- Includes \$1.5 million from new Sorting Special Charge
- Includes investments in i) Town of Madison, ii) Violence Prevention and Public Safety, iii) Affordable Housing, and iv) Diversifying the City Workforce
- Slightly more than 1% increase in levy – small growth in net new construction and debt service
- Significant ERP room due to low increase in levy/spending and large CPI increase (3%)
- \$260,000 of levy limit remains for Council amendments.

CPI = Consumer Price Index

ERP = Expenditure Restraint Program

# Balancing the 2022 Operating Budget

At the onset of the planning process, the City was projecting a \$18.0 million gap between General/Library Fund expenditures and revenues for 2022. The Executive Budget addressed the projected shortfall through the following actions:

## Expenditure Reductions (\$1.4 million)

- \$975k personnel reductions
- \$376k non-personnel
- Includes one-time items (e.g. delay filling vacant positions) and ongoing reductions (e.g. reallocating time to capital)

## Revenue Adjustments (\$1.7 million)

- \$187k Fire Dept. Elevator Inspections
- \$1.5m Sorting Special Charge to cover a portion of increased recycling costs; Anticipated cost for average household is \$3/month

## One-Time Funds (\$13.1 million)

- Utilize American Rescue Plan Act (ARPA) allocation for government services/ revenue replacement to fill remaining gap

*Note: Adjustments due to position allocations, changes in benefits rates, lower than anticipated debt service, and other technical changes also contribute to closing the budget gap. These adjustments are not reflected in the above actions.*

# Use of One-Time Funds

- 2021: \$8.0 million in Fund Balance
  - City is restoring a portion of fund balance in 2021 with proceeds from TID 25; remainder to be restored in 2023
- 2022: \$13.1 million in American Rescue Plan Act (ARPA) funds
  - \$24.4 million in ARPA for government services and revenue replacement
  - \$6.9 million to be utilized in 2021; budget proposes splitting the remainder across 2022 and 2023
- 2023: Anticipating a budget gap of \$18 million to \$20 million
  - Utilized remaining ARPA funds and TID 25 proceeds to close gap
  - Evaluate service levels and develop long range plan for structural deficit

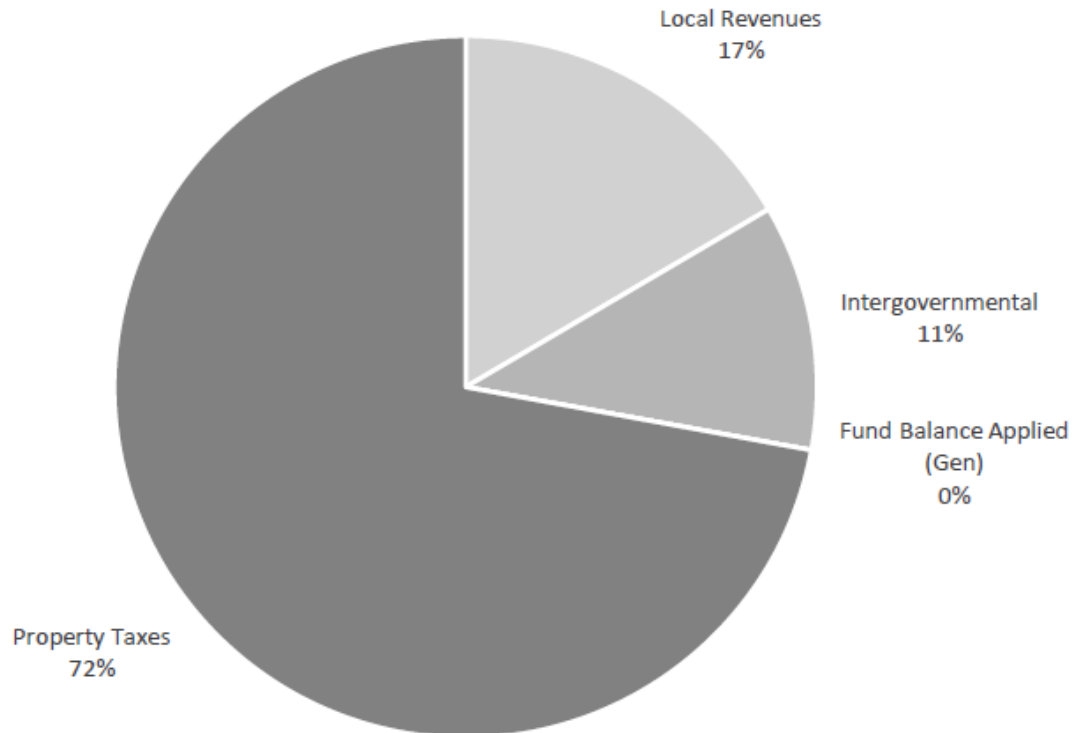
Use of Fund Balance, ARPA, and TID 25 by Year (in millions)			
	General Fund Balance	ARPA	TID 25
Balance	-8.0	24.4	10.5
2021 Mid Year Appropriation	1.5	-5.9	-5.4
2021 Year-End Appropriation	1.0	-1.0	0.0
	-5.5	17.5	5.1
2022 Budget	0.0	-13.1	0.0
	-5.5	4.4	5.1
2023 Budget	5.5	-4.4	-5.1
	0.0	0.0	0.0

Projected Budget Gap, 2021-2023 (in millions)			
	2021	2022	2023
One-time Measures			
Fund Balance	\$8.0		
ARPA / TID 25		\$13.1	\$5 to \$10
Budget Gap	\$16.5	\$18.0	\$20.0
Net	\$8.5	\$4.9	\$10 to \$15



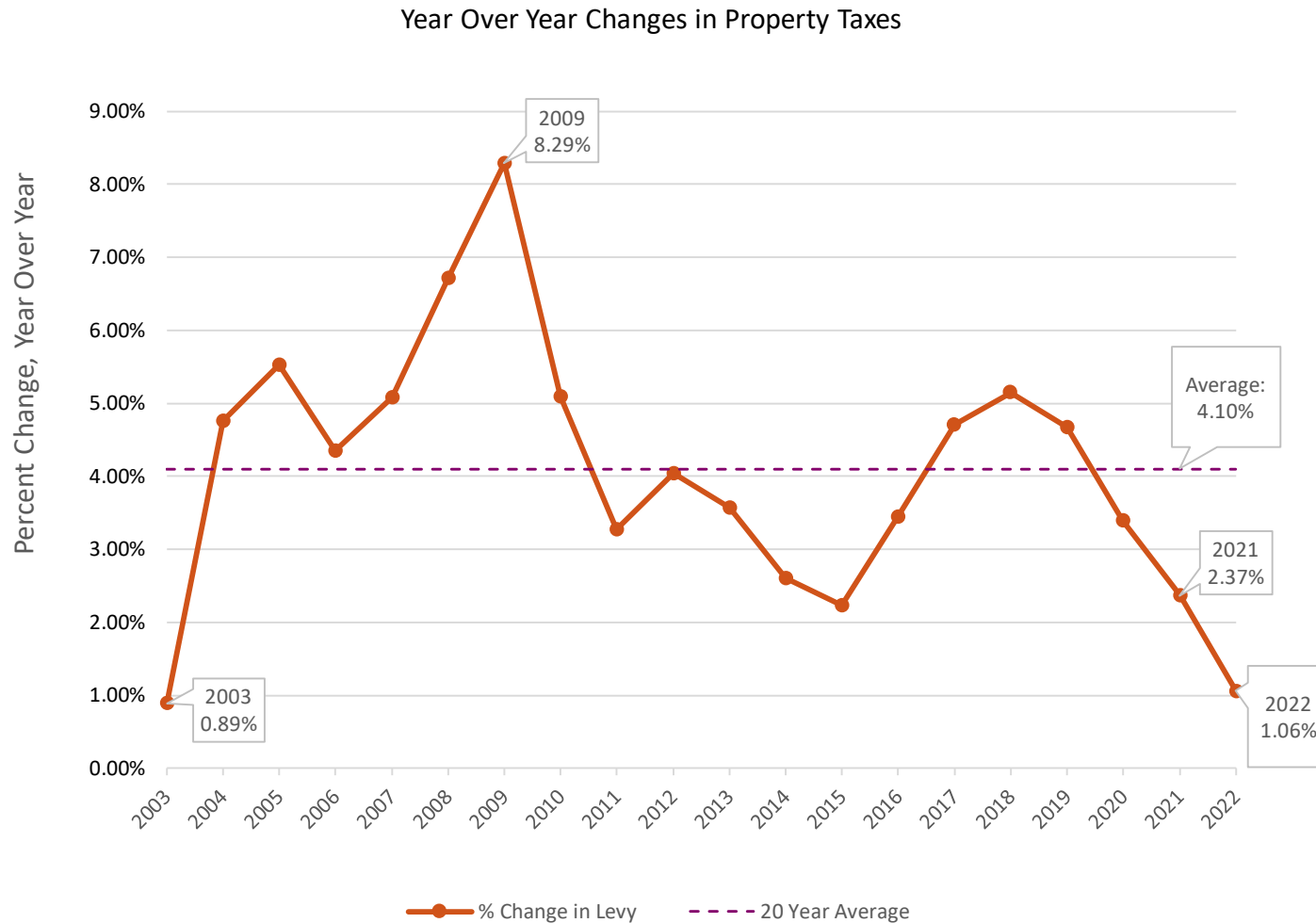
# General Fund Revenue Summary

General Fund Budget by Funding Source



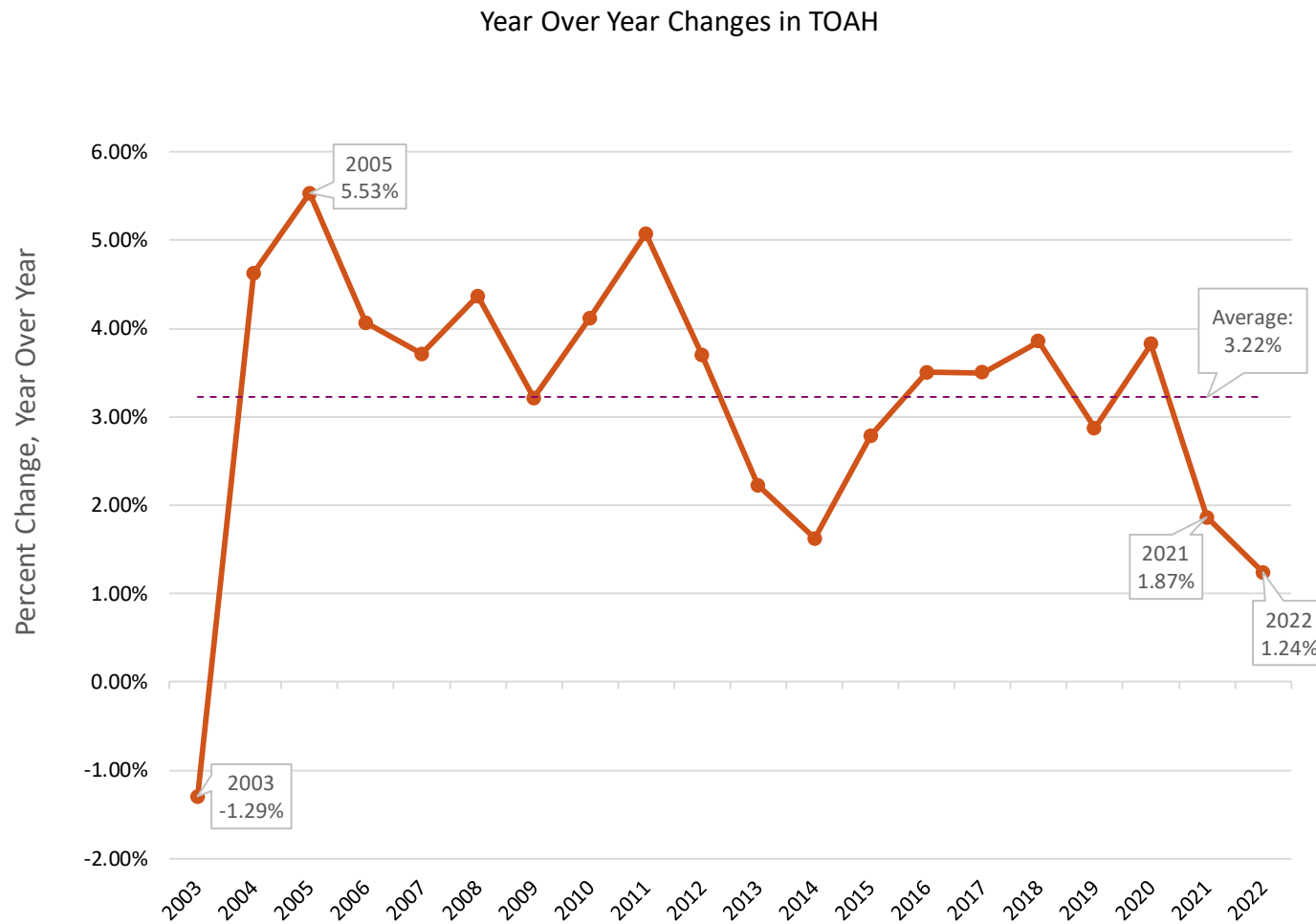
- **Property Taxes:** Primary source of revenue for the operating budget; Accounts for 72% of total (\$258.7m)
- **Local Revenues:** Includes payments in lieu of taxes; fines and forfeitures; licenses and permits; ARPA funds for revenue replacement; and other local taxes; Accounts for 17% of total (\$59.3m)
- **Intergovernmental Revenues:** Includes state aid; Accounts for 11% of total (\$40.6m)

# 1.06% Increase in Property Taxes: Lowest increase in 20 years



- 2022 is the lowest increase in property taxes since 2003
- Increase of 1.06% is well below the 20-year average increase of 4.1%

# 1.24% Increase in Taxes on the Average Value Home (TOAH): **Lowest increase in 20 years**

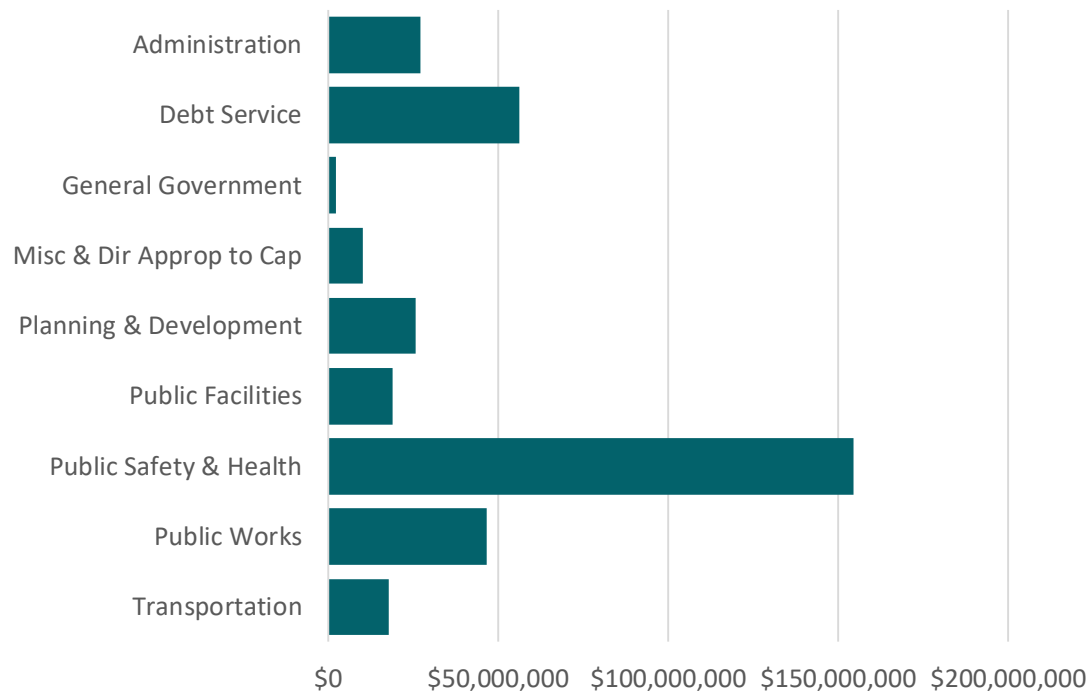


- Average value home is assessed at \$335,200
- Increase of \$10,000 from 2021, reflecting continued trend in strong valuations
- Taxes on the average value home will increase 1.24%, or \$33.90.

# Expenditure Overview

## 2022 Executive Budget by Function

(General and Library Funds)



## Agencies by Function:

- Public Safety & Health account for largest share of budget (\$154.5 million; 43.1%)
- Debt service is the second largest function (\$56.1 million; 15.6%)
- Debt service and miscellaneous and direct appropriations to capital are centrally budgeted functions that address city-wide expenses, including 2022 reserves for compensation increases and Town of Madison expenses

## Expenditure Type:

- Personnel costs account for largest share of operating budget (\$228.6 million, 63.8%)

# Priority Areas

- **Town of Madison: \$1.4 million in funding to support equitable services**
  - Additional positions in Assessor, Police, and Streets
  - Centrally budgeted transition costs
  - Non-personnel costs for tax bills, parks maintenance, planning & communications, and police
- **Affordable Housing: \$6.6 million to continue and expand affordable housing programs**
  - In addition to \$21.6 million allocated in the 2022 executive capital budget
  - Includes \$1 million in ARPA funds to reduce barriers to renting and \$2 million in ARPA funds to support operations associated with homelessness services
- **Violence Prevention and Public Safety: Investments across multiple agencies to support holistic violence prevention (VP) efforts and advance innovation and accountability in public safety**
  - \$1 million in ARPA funds for Public Health VP initiatives
  - \$1.6 million for CDD youth employment programs
  - \$600k to continue cross-agency CARES program
  - Full funding for Office of Independent Monitor
  - MPD Reform and Innovation Initiatives
- **Diversifying Workforce: Investing in trainee programs in Engineering, Parks, and Streets to recruit and train diverse candidates**
  - New position in both the operating and capital budgets

# Agency Budgets:

Centrally Budgeted Funds, Common Council, Mayor, Office of the Independent Monitor

# Centrally Budgeted Funds

## Debt Service

- **\$56,108,324** = Total General Obligation Debt Service (\$47,597,931 in principal and \$8,510,393 in interest).
- **Reoffering Premium:** The budget reflects \$8.3 million of reoffering premium received from the 2021 debt issuance.
  - Under Wisconsin Statutes, reoffering premium amounts must be used to pay debt service.
  - The \$8.3 million of 2021 premium is allocated in the Debt Service Schedule to pay General Fund debt service in 2022.
- **Direct Appropriation for Capital Projects:** The 2022 Executive Operating Budget appropriates \$915,000 from the general fund for capital projects.
  - Under MGO 4.17, whenever an amount is applied in general debt reserves to reduce general fund debt service, an equal amount must be directly appropriated in the general fund for capital projects, unless the Common Council, by a separate vote of two-thirds of all members during approval of the budget, votes to do otherwise.
  - The 2022 Executive Operating Budget appropriation of \$915,000 is \$7.4 million less than the amount applied in general debt reserves to reduce general fund debt service.
  - As such, approval of the lower direct appropriation amount for capital projects requires a separate two-thirds vote of the Council during adoption of the 2022 operating budget.

# Centrally Budgeted Funds

## Direct Appropriations

- Increases the Contingent Reserve to 0.5% of budgeted expenditures in accordance with City policy. Funding budgeted here may be reallocated to various agencies throughout the year to fund unanticipated expenses or revenue shortfalls. Use of this funds requires Common Council approval. (Increase: \$95,000)
- Eliminates a furlough program for general municipal employees that was included in the 2021 Adopted Budget. (Increase: \$1,200,000)
- Includes a 1% cost of living adjustment (COLA) for general municipal employees. (Increase: \$1,500,000)
- Funds the removal of the residency requirement that reduces longevity increases by one (1) percent for those employees in Compensation Group 18 who do not reside in the City of Madison. This will require a change to the MGO 3.54(16)(a). (Increase: \$75,000)
- Increases Compensated Absence Escrow to reflect current trends. (Increase: \$480,000)

## Insurance

- Includes a projected rate decrease for agencies based on anticipated claims. The decrease has been allocated to agency budgets. (Reduction: \$100,000)

## Workers Compensation

- Includes a projected rate increase of \$100,000 based on anticipated claims. The increase has been allocated to agency budgets. (Increase: \$100,000)



# Common Council

## Major Changes

- Increases hourly wages to reflect a pay raise for Alders in mid-April 2022 in accordance with Madison General Ordinances Subchapter 3C, Section 3.50. (Ongoing increase: \$8,350)
- Increases hourly wages to fund an Internship in the Council Office for three months. (Ongoing increase: \$10,500)

# Mayor's Office

## Major Changes

- Includes a pay raise for the Mayor in accordance with Madison General Ordinances Subchapter 3C, Section 3.50. (Increase: \$5,100).

## Reductions

- Includes reductions of \$58,000 (or 5%) from the Mayor's Office cost to continue to executive budget. These reductions reflect personnel costs charged to the capital budget for administering the Sustainability Improvements project and were included in the Mayor's Office requested budget (Ongoing reduction: \$58,000).

# Office of the Independent Monitor

## Major Changes

- Includes an increase to bring the budget for stipends in line with the ordinance (Increase: \$3,000) and an increase for child care reimbursement for Board members while attending meetings (Increase: \$5,000).

# Timeline and Schedule for Agency Briefings

# Where to find the Operating Budget

The executive capital budget and executive summary were published [online](https://www.cityofmadison.com/finance/budget/2022/operating) (<https://www.cityofmadison.com/finance/budget/2022/operating>) on 10/5/21.

**Agency Request:** Proposals submitted by agencies; includes detailed responses to racial equity and social justice questions

**Executive Summary:** Overview and summary of major changes

**Summaries & Special Fund Statements:** City tax rate computation, revenue and expenditure overview, general obligation debt service summary, special fund statements, and additional summaries

**Agency Budgets:** Details funding for each agency; each agency section includes an overview, expenditure by service, and position table

## 2022 Operating Budget

Executive Budget  
Agency Requests

### Executive Budget

[FULL EXECUTIVE OPERATING BUDGET PDF](#)

[Executive Budget: Summary PDF](#)

### Vision and Mission Statement

[Madison's Mission & Vision PDF](#)

[Executive Budget User's Guide & Financial Policies PDF](#)

[Glossary PDF](#)

### Summaries

[City Tax Rate Computation PDF](#)

[General Fund Funding Source by Major Category PDF](#)

[General Fund Revenues PDF](#)

[Expenditure Summaries PDF](#)

[General Obligation Debt Service Summary PDF](#)

[Statement of Indebtedness and Debt Service PDF](#)

### Special Fund Statements

[Room Tax Fund PDF](#)

[Special Assessment Revolving Fund PDF](#)

[Insurance Fund PDF](#)

[Workers Compensation Fund PDF](#)

### Agency Operating Budgets

[Assessor PDF](#)

[Attorney PDF](#)

**Guide & Glossary:** Resources on how to read and interpret the budget

# Detailed Timeline for 2022 Budget Hearings

## Capital

## Operating

1.	Mayor Introduces Executive Budget	<ul style="list-style-type: none"> <li>• August 31, 2021</li> </ul>	<ul style="list-style-type: none"> <li>• October 5, 2021</li> </ul>
2.	Finance Committee (FC) Hearings	<p><i>Agencies present budget; alders have opportunity to ask questions</i></p> <ul style="list-style-type: none"> <li>• September 13 &amp; 14</li> <li>• October 11 &amp; 12</li> </ul>	
3.	FC Amendment Week	<p><i>Alders submit requests to budget analysts; analysts review and publish amendments</i></p> <ul style="list-style-type: none"> <li>• September 20 – 22</li> <li>• Alders submit by Weds., Sept. 22 at 12pm</li> <li>• Analysts publish by Fri., Sept 24 at 12pm</li> <li>• October 18 – 22</li> <li>• Alders submit by Weds., Oct. 20 at 12pm</li> <li>• Analysts publish by Fri., Oct 22 at 12pm</li> </ul>	
4.	FC Vote on Amendments	<p><i>Amendments are taken up in the order presented; can sometimes be taken out of order</i></p> <ul style="list-style-type: none"> <li>• September 27</li> <li>• October 25</li> </ul>	
5.	City Council Amendments	<p><i>City Council has the opportunity to propose amendments to capital and operating budgets</i></p> <ul style="list-style-type: none"> <li>• November 1 – 5</li> <li>• Alders submit by Weds., Nov. 3 at 12pm</li> <li>• Analysts publish by Fri., Nov 5 at 12pm</li> </ul>	
6.	City Council Adoption	<p>Three CC meetings to vote on amendments and adopt budget</p> <ul style="list-style-type: none"> <li>• November 9, 10 &amp; 11</li> </ul>	

# Agency Briefing Schedule

Monday, October 11th 4:30pm -- Virtual Meeting		Tuesday, October 12th 4:30pm -- Virtual Meeting	
Overview			
<b><u>AGENCY</u></b>	<b><u>Pg #</u></b>	<b><u>AGENCY</u></b>	<b><u>Pg #</u></b>
<b><i>General Government</i></b>		<b><i>Administration</i></b>	
Municipal Court	230	Attorney	31
<b><i>Public Health &amp; Safety</i></b>		Civil Rights	65
Public Health	290	Clerk	71
Fire	140	Employee Assistance Program	111
Police	280	Finance	129
<b><i>Public Spaces</i></b>		Human Resources	164
Library	192	IT	172
Monona Terrace	222	<b><i>Public Works</i></b>	
Room Tax Commission	306	Engineering (including utilities)	117
<b><i>Administration</i></b>		Fleet Services	148
Assessor	25	Parks (including golf)	253
<b><i>Transportation</i></b>		Streets	329
Metro	212	Water Utility	361
Parking Utility	241	<b><i>PCED</i></b>	
Traffic Engineering	342	Building Inspection	39
Transportation	356	CDA Housing Operations	49
		CDA Redevelopment	58
		Community Development	83
		Economic Development	103
		PCED Office of the Director	266
		Planning	272

# Agency Briefing Format

- Agencies will present 1-3 slides with highlights from their operating budget, including major changes from the prior year
- Presentation will be approximately 5 minutes, followed by questions from the Finance Committee
- After the briefings, alders can submit amendments to the budget team
  - Budget staff and agency portfolios are included in the [Budget Employeeenet page](#).



**2022 Agency Operating Budget  
Agency Briefing Slides**

<b>Agency</b>	<b>Budget Hearing Date</b>	<b>Book Page #</b>	<b>Slide #</b>
Assessor	10/11/2021	25	2
Attorney	10/12/2021	31	3
Building Inspection	10/12/2021	39	4
CDA Housing Operations	10/12/2021	49	6
CDA Redevelopment	10/12/2021	58	6
Civil Rights	10/12/2021	65	7
Clerk	10/12/2021	71	8
Community Development Division	10/12/2021	83	9
Economic Development Division	10/12/2021	103	10
Employee Assistance Program	10/12/2021	111	11
Engineering Division (and Utilities)	10/12/2021	117	12
Finance	10/12/2021	129	16
Fire Department	10/11/2021	140	17
Fleet Service	10/12/2021	148	18
Human Resources	10/12/2021	164	19
Information Technology	10/12/2021	172	20
Library	10/11/2021	192	21
Metro Transit	10/11/2021	212	22
Monona Terrace	10/11/2021	222	23
Municipal Court	10/11/2021	230	24
Parking Division	10/11/2021	241	25
Parks Division (and Golf Enterprise)	10/12/2021	253	26
PCED Office of the Director	10/12/2021	266	30
Planning Division	10/12/2021	272	31
Police Department	10/11/2021	280	32
Public Health	10/11/2021	290	33
Room Tax Commission	10/11/2021	306	34
Streets Division	10/12/2021	329	35
Traffic Engineering	10/11/2021	342	36
Transportation Department	10/11/2021	356	38
Water Utility	10/12/2021	361	39
Common Council, Debt Service, Direct Appropriations, Insurance, Mayor, Office of the Independent Monitor, and Workers Compensation agencies are included in the 2022 Overview Presentation			

# Assessor

Michelle Drea, City Assessor

## 1. *Highlights & Major Changes:*

- Restores a \$3,000 reduction in postage and a \$5,000 reduction in mileage from the 2021 Adopted Budget. These items were reduced due to fewer in-person inspections in 2021 because of COVID-19.
  - In-person inspections will most likely resume in 2022. We have pivoted to online information temporarily as a safety measure but will need to resume field inspections to ensure the efficacy of our data.
- Provides \$2,000 to support escalating contract costs of the City's commercial real estate software subscription.
- Includes funding for 2.0 FTE, including an Appraiser and an Assessment Technician, which will start in July 2022 to support the Final Attachment of the Town of Madison (\$79,500)
  - In order to ensure equitable and accurate assessments for the Town of Madison, additional personnel are required. We will have one full-time appraiser responsible for all of the Town parcels paired with an Assessment Technician/Property Lister.

# Office of the City Attorney

Michael Haas, City Attorney

## 1. **Highlights & Major Changes:**

- The Office of the City Attorney's 2022 Executive Budget is basically cost to continue with a \$10,000 reduction.
- There was no elimination or reduction of hours to current full, part-time or hourly positions. We have the funds and ability to continue our Prosecution Intern, Public Interest, and Diversity Clerkship programs on a part-time basis.
- The OCA will continue to provide legal services to City Departments transitioning their services to former Town of Madison residents and supporting the City's other initiatives and priorities.

## 2. **Reduction Scenarios:**

- Office Supplies reduced by \$ 1,400
- Copy Services reduced by \$1,500
- Conferences and Training reduced by \$3,400
- Printing Services Reduced by 3,000
- Furniture reduced by \$700

## 3. **Supplemental Requests:**

- The OCA 2022 Executive Budget contains no Supplemental Requests

# Building Inspection Division

Matt Tucker, Building Inspection Division Director

## ***Agency Mission:***

The mission of Building Inspection is to ensure the wellbeing of people through ensuring the safety of property. The agency seeks to maintain public trust and confidence by improving the construction and maintenance of structures and property, administering codes and ordinances, continually improving codes, procedures, and regulations, providing information to its customers, and providing high quality services.

## ***Agency Overview***

The Agency is responsible for inspection, zoning and code enforcement, and consumer protection. The goal of Building Inspection is to ensure services are efficiently delivered and accessible to residents. Building Inspection will advance this goal by reviewing and updating Madison General Ordinances, proactively completing field observations of blighted areas, maximizing capacity by utilizing inspectors for less traditional roles, and standardizing processes.

## ***Our Services:***

- ***Consumer Protection***
- ***Health and Welfare***
- ***Inspection***
- ***Systematic Code Enforcement***
- ***Zoning and Signs***

# Building Inspection Division

Matt Tucker, Building Inspection Division Director

## 1. *Highlights & Major Changes:*

- Reductions of \$149,000 (or 3%) from Building Inspection's cost-to-continue to executive budget.
  - Holding two currently vacant Code Enforcement Officer positions (2.0 FTE) vacant for all of 2022 (One-time reduction: \$223,819).
- Transfer of a vacant Administrative Clerk position (1.0 FTE) from the Planning Division to Building Inspection to better align the budget with service delivery (Ongoing increase: \$68,904). This transfer has already been authorized by resolution in 2021.

# Community Development Authority (CDA)

Matt Wachter, Executive Director | Larry Kilmer, Deputy Director

## 1. Reduction Scenarios:

- Reduction Scenarios were not provided based on guidance from Finance due to the CDA's financial structure as an Enterprise Agency.

## 2. Highlights:

- Agency 91: Redevelopment
  - *Redevelopment – Cost to continue with an additional increase in CDA staff time due to an influx of Redevelopment involvement in items such as the State Street Pop-Up shops, Triangle Redevelopment, Public Housing Scattered Site Disposition, and Village on Park Redevelopment.*
- Agency 92: Public Housing & Voucher Program
  - *Public Housing - Budget is Cost to Continue with an increase in Agency Billings due to increases in HUD Capital Fund Revenue*
  - *Voucher Program – Budget is increased to allow for the addition of 2021 mainstream vouchers, American Rescue Act emergency vouchers, & an additional 10% of funding to the voucher program based off of early projections*
    - *Budget created with additional FTEs based on amount of additional funding & capacity needed to administer the additional vouchers*



# CIVIL RIGHTS

Norman D. Davis, Director

## 1. **Highlights & Major Changes:**

- Includes reductions of \$7,200 (or 0.3%) from the Department of Civil Rights' cost-to-continue to executive budget.
- Includes funding for a 0.6 FTE Community Connector position. This new bilingual and bicultural position will administer language access services and connect residents with City programs, services, and resources (Ongoing Increase: \$47,200).

## 2. **Reduction Scenarios:**

- Decreased memberships to maintain only certification-related memberships for credentialed positions (One-time Reduction: \$2,700)
- A reduction to the agency's other services and expense budget (One-time Reduction: \$4,500)

## 3. **Supplemental Requests:**

- The bilingual and bicultural 0.6 FTE Community Connector position will advance culturally appropriate language access services and connections in our community (Ongoing Increase: \$47,200).
- This position supplements the annual Language Access program funding of \$132,000, adding capacity to our Equity and Social Justice Division to better serve Spanish-speaking community members.
- Creates the opportunity to assess and refine community connection work in hopes of expanding to additional communities.

# City Clerk's Office

Maribeth Witzel-Behl, City Clerk

## 1. *Highlights & Major Changes:*

- Elections in February, April, August, November

## 2. *Reductions:* \$78,100 (or 2.2%)

- Fleet Services transports election equipment (Ongoing: \$28,100)
- Reducing advertising not legally required (Ongoing: \$10,000)
- Reducing polling place greeter positions (One-time: \$40,000)





# Community Development Division

Jim O'Keefe, Division Director

## 1. **Highlights & Major Changes:**

- Grants a reprieve from the 5% reduction in services
- Returns funding to the Community Building and Engagement Program that was put toward 2021 COVID Relief Fund
- Redirects Emerging Opportunities Program funds toward Homeless Services (\$150,000)
- Transfers CDD-administered peer support funds (\$200,000) to help implement Public Health-led Roadmap to Reducing Violence

## 2. **American Rescue Plan Act (one time funding):**

- Summer Youth Employment (\$650,000) – expand youth employment opportunities via new initiatives including Summer Service Corps and wage subsidy program
- Renter's Choice: Reducing Barriers to Renting (\$1 million) – create new program to help reduce barriers to housing caused by security deposit requirements
- Homeless Services Endowment Fund (\$2 million) – seed endowment to support future operating expenses for homeless shelter services
- Older Adults- healthy aging education & engagement (\$50,000) – develop strategies toward reaching more diverse population of older adults

# Economic Development Division

Matthew Mikolajewski, Director

## 1. *Highlights & Major Changes:*

- Madison Central Business Improvement District (BID) programming contribution shifted from Planning Division to Economic Development Division Budget (\$62,225)
- Otherwise, 2022 Executive Budget maintains current level of services and funding for the Economic Development Division

## 2. *Reduction Scenarios:*

- Holding a vacant Real Estate Specialist position (1.0 FTE) vacant for all of 2022 (One-time reduction: \$78,000)
- Decreasing the budget for Madison Region Economic Partnership (MadREP) membership to \$20,000 (Ongoing reduction: \$10,000)
- Reducing Madison Food Policy Council support from \$10,000 to \$3,000 to align budget with actual expenditures (Ongoing reduction: \$7,000)
- Allocating part of the EDD's director's hours to the Tax Incremental Financing (TIF) Districts (Ongoing reduction: \$14,000)

# Employee Assistance Program

Tresa Martinez, EAP Manager

## 1. *Highlights & Major Changes:*

2022 Executive Budget maintains the current service levels provided by the Employee Assistance Program.

- Includes a \$7,000 decrease for EAP's external employee assistance provider to bring the budget closer to actual spending.
- Includes \$6,000 to maintain external hosting of EAP data as it provides the best privacy.
- We have made efforts to expand the diversity of our EAP staff. We welcome two recent hires from the UW who are both Spanish speaking counselors. Both Arlyn and Mary have brought expertise in approaches supporting a diverse employee population by working to align organizational expectations with employee inclusion, equity, safety and a sense of belonging.

# Engineering

Rob Phillips – City Engineer

## 1. **Highlights & Major Changes:**

- Green Power Solar Trainee Program Expansion
  - Add third crew (1.0 FTE Electrician, 1.0 LTE Trainee and 1 hourly Trainee)
  - Funded entirely by Capital Budget
- Sidewalk Infrastructure Employment & Training Program (based on Green Power model) to provide employment and training opportunities, to increase diversity in construction trades and to create a pathway to permanent City employment
  - 1.0 FTE Public Works Foreperson added in 2022
  - 2.0 FTE Leadworkers, 1.0 FTE Equipment Operator 2's and 4 hourly Trainees added in 2023
  - Funded entirely by Capital Budget

## 2. **Reduction Scenarios:**

- Convert plantings at some medians to lower maintenance options such as concrete, low-mow fescue or turf (\$78,578 savings)
- Comprehensive analysis of how the majority of positions in the Engineering Division were being budgeted yielded various increases and decreases across the four Operating Budgets, netting to a \$174,690 savings to the Engineering Budget.

# Landfill

Rob Phillips – City Engineer

## 1. **Highlights & Major Changes:**

- 2022 Executive Operating Budget maintains the current level of services, with no change to the Landfill Remediation Fee schedule.
- Application of \$609,670 in Cash Reserves (Currently \$5.6 million Cash Balance)
- Executive Budget includes the following Landfill improvements:
  - Header Replacement at the Mineral Point Landfill (\$120,000)
  - Header Replacement at the Olin Landfill (\$90,000)
  - Additional Groundwater Well Nest at Sycamore Landfill (\$30,000)
  - Mineral Point Scrubber Condensate discharge piping (\$60,000)

# Sewer Utility

Rob Phillips – City Engineer

## 1. *Highlights & Major Changes:*

- Anticipated 5% Rate Increase (~\$1.61 per month for the average residential customer)
- Approximately \$296,000 savings in salaries and benefits from reallocation of budgeted staff time across all funds, particularly to Capital projects
- \$1.7 million projected increase to MMSD treatment charges (~5.9% increase over 2021 projected costs)
- \$123,000 reduction to vehicle and equipment repairs to reflect all outsourced repairs now flowing through Inter-D Charges from Fleet

# Stormwater Utility

Rob Phillips – City Engineer

## 1. *Highlights & Major Changes:*

- Anticipated 7% Rate Increase (~\$0.77 per month for the average residential customer)
- \$1,000,000 for continuation of Watershed Studies
- Approximately \$84,000 savings in salaries and benefits from reallocation of budgeted staff time across all funds, particularly to Capital projects

## 2. *Supplemental Requests:*

- Add 1.0 FTE Conservation Technician to replace a full time hourly Professional Assistant position and additional hourly funding to add two (for a total of four) greenway restoration interns (fully funded by Stormwater)

# Finance Department

David Schmiedicke, Finance Director

## **1. 2022 Highlights & Major Changes:**

- Create new Internal Audit Service; Internal Audit Manager position created through reclassification in 2021

## **2. 2022 Reduction Scenarios:**

- Reclass Document Services Specialist 2 to DSS 1 – saves \$19,000

## **3. 2022 Supplemental:**

- Printing of tax bills to former Town of Madison property owners -- \$4,000



# Fire Department

Steve Davis, Fire Chief

## 1. *Highlights & Major Changes:*

- Add \$1 million to fund 10.0 FTE firefighters to address overtime issues due to increased unplanned absences.
- Add 1.0 FTE Elevator Code Enforcement Officer position (\$86,700) and associated revenue with the increased inspections anticipated to be completed with the addition of the position (\$187,000).

## 2. *Reduction Scenarios:*

- Eliminate \$30,000 in equipment lease expenses; medical vending machines sold to Dane County in 2020 in joint venture to facilitate re-supply at area hospitals for Dane County EMS participants.

## 3. *Supplemental Requests:*

- Executive budget added 10.0 FTE firefighters (referenced above) from agency request of 16.0 FTE firefighters.

# Fleet

Mahanth S. Joishy, Fleet Superintendent

## 1. *Highlights & Major Changes:*

- Increases the Fleet agency billings by \$340,700. This is primarily driven by increased utility costs at the new Nakoosa Trail Fleet Facility that opened in Fall 2020, as well as ongoing costs of the Fleet GPS system. The utility costs of 4 operational facilities have been consolidated into one at Nakoosa Trail.
- Prioritizes growing our own diverse workforce by continuing the high school and technical college apprenticeship program- and helping expansion to other City departments. Currently we have 5 apprentices.
- Fleet auction program is bringing in record-setting revenue to the City in 2021 (\$1.3 million and counting).

## 2. *Reduction Scenarios:*

- Eliminates two vacant positions (2.0 FTE) and change an existing Auto Maintenance Worker position to a Fleet Technician to support work from the two position reductions (Ongoing net reduction: \$132,100).
- Reduces discretionary overtime (Ongoing reduction: \$25,000).
- For the first time in recorded memory, the City fleet is rightsizing, or reducing the total number of assets to maintain and replace. Estimated savings is \$50,000 annually beginning in 2022.

# HUMAN RESOURCES DEPARTMENT

Harper Donahue, IV, Director

## 1. *Highlights & Major Changes:*

- \$50,000 in ongoing funding for new software to manage personnel documents and streamline processes related to employee onboarding.
- A one-time \$25,000 reduction in funding for training and consultant services.
- Reduced funding for city-wide drug-testing (Ongoing reduction - \$10,000).

## 2. *Supplemental Requests:*

- The \$50,000 in ongoing funding for a software-based employee onboarding system will assist in meeting sustainability goals by digitizing and eliminating many paper-based forms required for employee onboarding. As a result, the system should reduce the need for employees to travel from their worksites to Human Resources to attend orientation sessions and drop off hiring documents. In addition, HR staff efficiency should increase as future digital hiring documents will be able to be processed more quickly.

# Information Technology

Sarah Edgerton, IT Director

## ***Highlights & Major Changes***

- Annual increase to software subscriptions/maintenance costs (\$85,000)
- New annual subscription/maintenance costs for Microsoft 365 (\$1.5 million)

## ***Reduction Scenarios***

- Holding the IT Technical Services Manager position (1.0 FTE) vacant for half of 2022 and under filling by one range lower than originally budgeted (One-time reduction: \$53,000)
- Under filling three IT Specialist positions (3.0 FTE) (One-time reduction: \$13,000)

## ***Supplemental Requests***

- New IT Specialist position (1.0 FTE) that provides services to Public Health and is entirely funded by Public Health
- New Media Team position to support audiovisual needs for the City of Madison. Funded by the Audiovisual Systems capital program at an estimated ongoing cost of \$75,000

# Library

Greg Mickells, Library Director

## 1. **Highlights & Major Changes:**

- Reduction of \$98,000 from cost to continue budget.

## 2. **Reduction Scenarios:**

- Reductions to programing services and supplies, \$30,000.
- Elimination of any furniture purchases in 2022, \$22,964.
- Elimination of third party provider for remote telephone services, replaced with an internal system, \$17,400.
- Discontinuation of armored car services, \$13,600.
- Reductions to printing maintenance and marketing, \$14,000.
- Reduction of debt service payments, \$151,081 brings Library's total reductions to \$247,355.

# Metro Transit

Justin Stuehrenberg, General Manager

## 1. *Highlights & Major Changes:*

- Metro's 2022 Operating Budget includes \$15 million of federal economic recovery grants to support a return to pre-pandemic service levels by mid-2022. Funds are being used to supplement lost revenue due to decreased ridership, resulting from the pandemic. Ridership and associated revenues aren't expected to fully recover until 2024.
- In order to help offset the 50% reduction (\$8.8m) in state transit aid made by the State Legislature, Metro is receiving a \$5.2m grant from the State of Wisconsin through its share of American Rescue Plan Act (ARPA) funding.
- Includes a \$400,000 line item for consulting services, in order to conduct an onboard rider survey as required for Title VI. Metro was awarded a grant to cover 80% of the cost.
- Budget Neutral Personnel Changes:
  - Addition of 2 FTE Transit Service Worker positions. To be offset with a reduction in overtime costs for current staff.
  - Convert 3 FTE vacant Bus Cleaner positions to a Data Analyst (1 FTE) and Administrative Assistant (1 FTE).

## 2. *Special Notes for Future Operating Costs:*

- For 2022, Metro was able to take advantage of positive positions in the fuel markets during the pandemic and book gallons at a much lower cost than we've seen in recent history, saving \$1m. This is not a cost savings that we expect we can maintain in the coming years.
- Metro is looking to gain future operational savings with dollars requested in the Capital Budget, which allow us to make one-time purchases with the benefit of annual cost savings through increased efficiencies.

# Monona Terrace Community and Convention Center

Connie Thompson, Executive Director

## ***Highlights & Major Changes:***

- ❖ Includes a 5% (\$618,000) increase in operating expenses compared to Monona Terrace's 2021 Adopted Budget.
  - Monona Terrace reduced 2021 budgeted expenditures by \$1.62 million (17%) to offset revenue losses.
  - Budgeted increases in 2022 are needed to align with scheduled events, projected revenues, and the need to hire back some of the positions held open in 2021 due to budget constraints.
  - The open positions that we plan on filling will be analyzed through the Equitable Hiring Tool, prioritizing diversity in our workforce.
  - These ongoing increases include:
    - Permanent Wages and Benefits (\$285,000)
    - Hourly Wages (\$107,000)
    - Supplies (\$75,000)
    - Purchased Services (\$125,000)
- ❖ Assumes a slight increase in event revenue based on 2022 event analysis (\$46,000).
- ❖ Increases Room Tax net operating subsidy as approved by the Room Tax Commission (\$403,000).

# Municipal Court

Daniel P. Koval, Municipal Judge

## 1. **Highlights & Major Changes:**

- Includes reductions of \$11,900 (or 5%) to various supply and services budgets to reflect changes in service delivery. (Ongoing reduction: \$11,900)

## 2. **Reduction Scenarios (if applicable):**

- \$2,659 reduction in overtime
- \$9,241 reduction in purchased services



# Parking Division

Sabrina Tolley, Assistant Parking Utility Manager

## 1. **Highlights & Major Changes:**

- Recreates three vacant part-time cashier positions into an Accountant 1 position.
- Retains position authorization but removes funding for three vacant part-time positions and creates a 1.0 Admin Clerk 1 position for Parking Enforcement operations.
- Reduced revenue projections by \$242,500 for license/permit revenues compared to 2021 due to continued COVID-19 impacts on parking demand.
- Creation of a fifth service in the Operating Budget for Parking Enforcement activities previously budgeted under other services (no fiscal impact).
- Utilizes \$6.2M in reserve fund balance to cover continued revenue losses and operating deficits resulting from COVID-19 related impacts. The reserve fund balance is projected to be \$4.6M by year-end 2022, reflecting a \$17M decrease in reserve funds from the beginning of 2020 (\$21.6M balance) to year-end 2022.
- Includes \$120K in funding for potentially leasing a facility to house enforcement personnel, equipment, and supplies.

# Parks Division

Eric Knepp, Parks Superintendent

## ***2022 Highlights & Major Changes:***

- **Community Recreation Services:**
  - Transition two 0.8 FTE Park Ranger positions to two 1.0 FTE Park Ranger positions, net neutral within salaries and benefits major
  - Reduce \$12K in purchased supplies
- **Olbrich Botanical Gardens:**
  - Increase of \$60K for revenue from concessions, facility rental, and admissions due to complete expansion of Olbrich
  - Reduce \$18K of funding for overtime and hourly laborers
- **Park Maintenance Service:**
  - Addition of \$67.4K for 1.0 FTE Conservation Tech Trainee Program as part of Equitable Green Job Initiative
  - Support of \$11K for the Town of Madison Final Attachment on October 31, 2022
  - Reduce \$39.3K of funding for hourly wages along with \$15K of purchased supplies
- **Planning & Development Services:**
  - Transition one 1.0 FTE Landscape Architect position to be fully supported by capital funding, reduction of \$45.6K in operating budget
- **Warner Park & Community Center:**
  - The 2022 Executive Budget maintains the current level of service.

# Parks Division

Eric Knepp, Parks Superintendent

## ***2022 Reduction Scenarios:***

- **Community Recreation Services – Reduction of \$12K in purchased supplies (8% of purchased supplies budget)**
  - Impact: Parks programming and volunteer material support will be reduced.
- **Olbrich Botanical Gardens – Reduction of \$18K for overtime and hourly laborers (10% of salaries budget)**
  - Impact: Staff ability to maintain new building facilities, gardens and amenities will be reduced or delayed.
- **Park Maintenance Service – Reduction in Supplies and Hourly wages total \$54.3K**
  - Impacts:
    - Reduction in Purchased Supplies will reduce administrative and operational support resources by 2.4% compared to total supply
    - Reduction of \$39.3K in Hourly wages (6.3% compared to hourly wages) will reduce (2,358 of seasonal laborer hours) in the following services:
      - Reduce shelter restroom availability
      - Reduce trash picking
      - Reduce median string trimming
      - Reduce Mall bus stop power washing
      - Reduce park trail maintenance
- **Planning & Development Services: – Reduction of \$45.6K in salaries and benefits**
  - Impact: Staff time available to complete non-capital work such as neighborhood planning, future park planning work, impact fee management and GIS development/management will be reduced.

# Parks Division

Eric Knepp, Parks Superintendent

## ***2022 Supplemental Requests:***

- Conservation Tech Trainee Program \$67.4K
  - Change: Funding to support a trainee position focused on land stewardship including maintenance, restoration and volunteer coordination.
  - Impacts:
    - Provide career opportunities and diversify the workforce by creating a technical trainee program.
    - Develop sustainable land stewardship practices of natural areas within the system.
    - Provide for experience, training and support to obtain relevant credentials.
    - Amplify efforts through intentional engagement with communities of color and partnering organizations through volunteer coordination.

# Golf Enterprise

Eric Knepp, Parks Superintendent

## ***2022 Highlights & Major Changes:***

- 2022 Golf Enterprise Executive Budget maintains current operating model and level of service
- Reopening of Glenway Golf Course to golf in 2022
  - Community-centered programming to increase access and sense of belonging to the course
  - Improved golfing experience and expanded sustainable land management practices
- Ongoing major concerns with failing infrastructure of courses, buildings and equipment impacting profitability
  - Stormwater and drainage issues resulting in course closures in wet years/periods
  - Deteriorating mechanical and structural systems of clubhouse, maintenance and restroom buildings
  - Aging fleet of equipment requiring regular repair, resulting in delays in course maintenance
- Anticipate further implementation of the Golf Task Force's recommendations, including potential hole closure

# PCED Office of the Director

Matt Wachter – PCED Director

## 1. **Highlights & Major Changes:**

- 2022 Executive Budget maintains current level of services and funding for the agency

## 2. **Supplemental Request:**

- Recreate vacant Admin Clerk position as a Public Information Officer for PCED
- Position will focus on creating proactive communications and enable the Department to better inform the public on large projects and initiatives

# Planning Division

Heather Stouder, Director

## 1. **Highlights & Major Changes:**

- 2022 Executive Budget maintains current staffing levels with very slight changes in service provision

## 2. **Reduction Scenarios:**

- (\$10,000) removing budget for Mayor's Neighborhood Conference
- (\$5,000) reduction from 2021 for Placemaking Funds to reflect actual spending
- (\$62,225) transfer to Economic Development Division for support of the Downtown BID
- (\$69,000) transfer to Building Inspection for support of Information Clerk position (already approved by resolution in 2021)

## 3. **Supplemental Requests:**

- \$24,000 increase for Town of Madison Communications effort to total of \$54,000 in 2022
- \$1,000 increased contribution to the Greater Madison Metropolitan Planning Organization to take full advantage of federal matching funds

# Police Department

Chief Shon F. Barnes

## 1. **Highlights & Major Changes:**

- The 2022 Executive Budget maintains the current level of services, plus supplemental request.
- **Executive Budget Theme: Equitable Services to Town of Madison**
  - Addition of 8 commissioned positions to extend services to new residents, plus one-time transitional costs in supplies/services

## 2. **Reductions:**

- Eliminate 1 vacant PRT hourly position, eliminate ProTraining, realize systems licenses savings (\$103,000 total)
- Eliminate Crimestoppers/Social Media Officer; replace with civilian Community Relations Specialist (results in net savings)

## 3. **Supplemental Request: “Police Data, Innovation and Reform Initiative”**

- **Executive Budget Theme: Innovation in Violence Prevention and Public Safety**
  - Goal: to create an improved structure around data collection, analysis supporting data-informed decision making, violence reduction and crime prevention within MPD
  - Addition of civilian Police Reform and Innovation Director
  - Upgrade two Detectives to a Detective Sergeant for Professional Standards & Internal Affairs and a Sergeant for the Gang Neighborhood Crime Abatement Team
  - Excluding the Town of Madison resources, these changes result in a net *decrease* of commissioned authorized strength.



# Public Health Madison and Dane County

Janel Heinrich, Director

## 1. **Highlights & Major Changes:**

- COVID-19 response and recovery activities will continue into 2022 and are supported by Federal grant dollars distributed to PHMDC via the WI Department of Health Services.
- Includes transferring funds currently in the Community Development Division – Community Support Services budget to Public Health’s Policy, Planning, and Evaluation budget to support of (gun) violence prevention efforts. This will be fully funded by the City.
- With the exception of the above changes, the 2022 Executive Budget maintains current level of services and funding for the agency with no major changes to programs.

## 2. **Supplemental Requests:**

- Add two positions to the PHMDC roster. Expenses will be offset with PHMDC fund balance. The two positions include:
  - IT Specialist within the City of Madison IT department to support the ongoing technical needs of PHMDC.
  - Senior Accountant to the Budget & Finance team to support the increasing workload and complexity of work of this unit.
- A strong administrative infrastructure supports the robust delivery of services.
  - Increasing capacity to support IT and Budget & Finance functions supports the goal of the Administration service: clear, accessible, and efficient systems and well-documented processes for all administrative functions. This allows program areas to focus additional attention and capacity on addressing gaps, removing barriers, and more equitably distributing services, as well as improving engagement with community partners and clients.

# Room Tax Commission

David Schmiedicke, Finance Director (staff to commission)

## 1. **2022 Highlights & Major Changes:**

- \$14.25 million in revenues (25% below 2019) -- \$9.975 million to Room Tax Commission and \$4.275 million to General Fund
- Monona Terrace – \$4.1 million (up \$350,000)
- Overture -- \$1.6 million (up \$100,000)
- Destination Madison -- \$4.1 million (up \$200,000)
- Sister Cities -- \$20,000 (up \$2,000)
- City Tourism -- \$125,000 (down \$15,000 – 2021 included one-time \$45,000 allocation for Music Tourism Study)

## 2. **2020 and 2021 -- Recent Reductions and Actions:**

- 2020 revenues down 70% compared to 2020 pre-pandemic forecast; original allocations to programs cut 50%; no transfer to General Fund; \$1.8 million deficit.
- 2021 revenues down 33% compared to original 2021 forecast; projected \$5.1 million deficit.
- 2021 Mid-Year Appropriation Resolution -- \$2.4 million transfer into Room Tax Fund from TID 25 surplus; forego \$2.7 million transfer of room tax revenue to General Fund

# STREETS DIVISION

Charlie Romines, Streets & Urban Forestry Superintendent

## 1. *Highlights & Major Changes:*

- Sorting Special Charge to support the costs of the City's recycling service. The Sorting Special Charge would be charged to customers that receive the City's recycling service, and would support costs associated with the City's recycling contracts and staff time for recycling collection. The Executive Budget recommends that the Sorting Special Charge would be implemented in July 2022 to allow time for implementation, such that it would be fully phased in by 2023 (Revenue increase of \$1.5m in 2022; Ongoing revenue increase of \$3.0m per year beginning in 2023).
- Includes \$124,900 for the Town of Madison Final Attachment on October 31, 2022. Four Street Machine Operators (4.0 FTE) in the 4th quarter of 2022 (ongoing: \$124,900). Supplies and other services are also included in the budget for Town of Madison Annexation.
- Moves 2 Parks Arborists to the Urban Forestry Special Charge from Capital and General Fund support, partially funds a GIS position. In total the proposed increase is 4.8% (\$176k) which translates to \$0.28 per month for a residential household.

## 2. *Reduction Scenarios:*

- Includes Seasonal Hourly reductions of \$73,800 from the Streets Division's cost-to-continue to executive budget. Changes include:
  - Reducing funding for seasonal and hourly staffing for solid waste collection, including refuse collection, large item pickup, and transfer station scale hours (Ongoing reduction: \$36,700). **Scheduled Brush collection service will be reduced from six annual collections to five. This is down from nine in 2019. FTE staff will likely be pulled from non scheduled services like Street repair, mowing and island\median cleaning in order to fill jobs normally covered by seasonal laborers in Large Item & Solid Waste collection services.**
  - Reducing funding for hourly positions for drop-off sites (Ongoing reduction: \$25,500). **Closing and moving the Badger Rd Drop off Site to Southpoint beginning in mid March. Likely required anyway as part of the Spring of 2022 Badger Rd Salt storage building construction.**
  - Reducing funding for seasonal and hourly workers to support leaf collection (Ongoing reduction: \$11,700). **Service level will be covered with available OT as needed.**

## 3. *Supplemental Requests:*

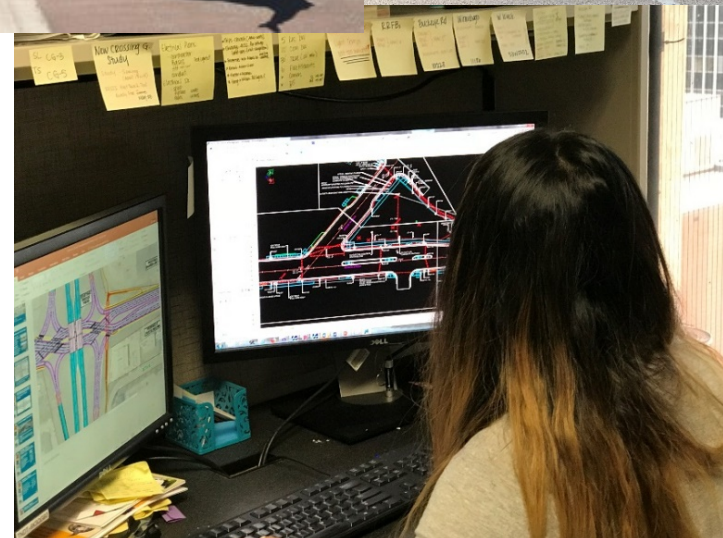
- Provides funding for two Streets Division Trainee positions, the cost of which is partially offset by a \$40,000 reduction in hourly wages (ongoing net increase: \$49,000).

# Traffic Engineering

Yang Tao, Ph.D., P.E., City Traffic Engineer

## 1. Highlights & Major Change:

- 7 major services
  - Bicycle & Pedestrian Services
  - Communications: Radio and Municipal
  - Pavement Markings
  - Signing
  - Streelighting
  - Traffic Signals
  - Data, Mapping and Engineering Services
  
- Systematically converting streetlights to LED and anticipating significant reduction in energy use and savings in electricity cost
  
- More proactively addressing the needs of a growing community and promoting greater public safety with a stronger focus on equity and engagement



# Traffic Engineering

Yang Tao, Ph.D., P.E., City Traffic Engineer

## 2. Reduction Scenarios

- Energy savings from the Streetlight LED Conversion Project (\$120,000): positive impact
- Paper Bicycle maps (\$3,800 + staff time): minimal impact
- Payroll charges to capital projects (\$60,000): moderate impact
- Communication Tech 1 position vacant in 2022 (\$75,000): moderate impact on delay in service

## 3. Supplemental Request:

- Electrical Operations Supervisor position to coordinate electrical field work and improve equity in service delivery. (\$104,000 in personnel cost and \$2,000 in supplies costs)

<b>Traffic Control Device Quantity</b>	<b>2014</b>	<b>2021</b>
Signalized Intersections (Located in the City and the County)	313	352 (up 12%)
RRFBs (Pedestrian warning signals)	15	97 (up 480%)
Speed Display Boards	18	78 (up 333%)
Traffic Condition Cameras	51	200 (up 292%)
City maintained Streetlight Circuits	309	340 (up 10%)
Diggers Hotline/mark TE facilities for underground projects		Up 50% in 10 years

# Transportation

Tom Lynch – Director of Transportation

## 1. *Highlights* :

- Manage the three transportation divisions
  - Traffic Engineering
  - Parking
  - Metro Transit
  
- Lead Major Transportation Planning Efforts
  - Bus Rapid Transit
  - Metro Initiatives
  - Transportation Demand Management
  - Complete Green Streets (w TE)
  - Vision Zero (w TE)



# Transportation

Tom Lynch – Director of Transportation

## 2. *Change - Supplemental Requests:*

- Includes the addition of an Engineer 3 (1.0 FTE) to support transportation planning and conceptual engineering. The Executive
  - Budget adds \$12,500 to fund the full 1.0 FTE with the remaining cost of the position covered within Transportation's existing cost-to-continue budget.
- Includes \$15,000 in hourly wages to fund a Code Enforcement Officer.
  - This position would administer a proposed Transportation Demand Management (TDM) program. Spending of this hourly funding will only occur if a TDM ordinance is passed in the fall of 2021.



# Water Utility

Krishna Kumar – General Manager

## ***Total 2022 Budget Request: 46.8M***

2022 Executive Budget maintains current level of services and funding for the Water Utility

### MAJOR ITEMS:

▪ Operations & Maintenance:	19.6 M
▪ Debt Service:	19.5
▪ Transfer to the City (PILOT)	<u>7.7</u>
<b>Total (City Budgeting)</b>	<b>46.8</b>
▪ Transfer to Construction Fund	<u>2.6</u>
<b>Total (Fund Balance)</b>	<b>49.4M</b>

## **Fund Balance Summary (in Million \$)**

	<b>FY 2020 Actual</b>	<b>FY 2021 Estimate</b>	<b>FY 2022 Request</b>
<b>Opening Fund Balance</b>	<b>5.1</b>	<b>8.8</b>	<b>9.2</b>
Earned Revenues	45.7	46.6	46.8
Expenditures	(42.0)	(46.2)	(49.4)
Surplus (Deficit)	3.7	0.4	(2.6)
<b>Ending Fund Balance</b>	<b>8.8</b>	<b>9.2</b>	<b>6.6</b>



2022 Budget Calendar (as of 9/9/21)			
2021 Date	Time	Capital Budget	Operating Budget
August 31	6:30pm	Executive Capital Budget Introduced at Common Council (CC)	
September 13 & 14	4:30pm	Capital Budget Overview & Agency Capital Hearings at Finance Committee (FC)	
September 21	6:30pm	Public Hearing at CC Meeting	
September 22	12:00pm	FC Capital Amendments Due	
September 24	12:00pm	FC Proposed Amendments Released	
September 27	4:30pm	FC Votes on Executive Capital Budget and Amendments	
October 5	6:30pm		Exec Operating Budget Introduced at Common Council Public Hearing @ CC Meeting
October 11 & 12	4:30pm		Operating Budget Overview & Agency Operating Hearings at FC
October 20	12:00pm		FC Operating Amendments Due
October 22	12:00pm		FC Proposed Amendments Released
October 25	4:30pm		FC Votes on Executive Operating Budget and Amendments
November 3	12:00pm	Council Amendments Due	
November 5	12:00pm	Council Proposed Amendments Released	
November 9	5:30pm	Public Hearing at CC Meeting Council Budget Hearings and Adoption	
November 10	5:30pm	Council Budget Hearings and Adoption (if needed)	
November 11	5:30pm	Council Budget Hearings and Adoption (if needed)	

## 2022 Operating Budget: Finance Committee Amendments-Proposed

2022 General Fund Budget			
	Expenditures	Revenue	Levy
<b>Executive Budget</b>	<b>\$ 358,622,967</b>	<b>99,972,076</b>	<b>258,650,891</b>
Finance Committee Proposed Amendments	1,829,371	(1,307,069)	522,302
<b>Total Finance Committee Proposed Budget</b>	<b>\$ 360,452,338</b>	<b>\$ 98,665,007</b>	<b>\$259,173,193</b>
Maximum Allowed Levy			\$ 258,979,949
Remaining Levy Capacity			\$ (193,244)

Number	Agency	Amendment Title	Sponsor	Action	General Fund				Other Funds
					Revenue	Expense	Net Expense	TOAH Impact	Expense
<b>Technical Corrections and Adjustments</b>									
1	Community Development Division	Technical Correction - Dane County Tenant Services	Mayor Rhodes-Conway		-2,159	2,159	0	0.00	0
2	Engineering	Technical Correction - Engineering Cost Allocation Plan	Mayor Rhodes-Conway		0	399	399	0.00	-19,920
3	Parks	Technical Corrections - Parks Position Allocations	Mayor Rhodes-Conway		0	0	0	0.00	192,899
4	Metro	Technical Adjustment - Metro Transit - First Round State of Wisconsin Volkswagen Mitigation/Transit Capital Assistance Grant	Mayor Rhodes-Conway		-359,910	359,910	0	0.00	359,910
5	Public Health	Technical Adjustment - Public Health Cost of Living Adjustment	Mayor Rhodes-Conway		0	0	0	0.00	686,900
<b>Amendments Impacting 1 Agency (Sorted Alphabetically by Agency)</b>									
6	Civil Rights	Community Connector Positions	President Abbas		0	94,468	94,468	1.01	0
7	Common Council	Council Internship	Alder Furman		0	0	0	0.00	0
8	Common Council	Council Community Engagement Specialist	President Abbas, Alder Carter		0	57,210	57,210	0.61	0
9	Economic Development Division	Real Estate Specialist Position	President Abbas		0	21,000	21,000	0.22	0
10	Information Technology	Digital Equity Coordinator	Alder Furman		0	45,000	45,000	0.48	0
11	Library	Increase Monroe Street Library Hours	Alder Verveer		0	70,000	70,000	0.75	0
12	Police	De-escalation Training for Law Enforcement Agencies COPS Grant	Mayor Rhodes-Conway		0	0	0	0.00	126,420
13	Police	Community Violence Intervention COPS Grant	Mayor Rhodes-Conway		0	0	0	0.00	125,000
14	Public Health	Violence Prevention Team	Alder Figueroa Cole, Mayor Rhodes-Conway		0	215,725	215,725	2.30	415,725
15	Streets	Restore Funding for Streets Drop-Off Site Hours	Alder Verveer		0	18,500	18,500	0.20	0

## 2022 Operating Budget: Finance Committee Amendments-Proposed

2022 General Fund Budget			
	Expenditures	Revenue	Levy
<b>Executive Budget</b>	<b>\$ 358,622,967</b>	<b>99,972,076</b>	<b>258,650,891</b>
Finance Committee Proposed Amendments	1,829,371	(1,307,069)	522,302
<b>Total Finance Committee Proposed Budget</b>	<b>\$ 360,452,338</b>	<b>\$ 98,665,007</b>	<b>\$259,173,193</b>
Maximum Allowed Levy			\$ 258,979,949
Remaining Levy Capacity			\$ (193,244)

Number	Agency	Amendment Title	Sponsor	Action	General Fund				Other Funds
					Revenue	Expense	Net Expense	TOAH Impact	Expense
<b>Amendments Impacting 2+ Agencies</b>									
16	Fire, Finance	Station 14 Ambulance	Alder Currie		-945,000	945,000	0	0.00	0
17	Fire, Police	CARES Positions - Police Academy	Alder Furman		0	0	0	0.00	0
18	Fire, Police	CARES Funding - Police Academy	Alder Figueroa Cole (Courtesy Sponsor)		0	0	0	0.00	0
19	Fire, Police	CARES Funding - Police Reform and Innovation Director	Alder Figueroa Cole (Courtesy Sponsor)		0	0	0	0.00	0
<b>TOTAL APPROVED</b>					<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>.00</b>	
<b>TOTAL PROPOSED</b>					<b>\$ (1,307,069)</b>	<b>\$ 1,829,371</b>	<b>\$ 522,302</b>	<b>\$ 5.57</b>	<b>\$1,886,934</b>

**2022 Operating Budget:**

Amendment No.

1

**Finance Committee Amendments-Proposed****Amendment Title:** Technical Correction - Dane County Tenant Services**Agency:** Community Development Division**Sponsors:** Mayor Rhodes-Conway**Co-Sponsor (s):****Amendment****Amendment Narrative**

Increase intergovernmental revenue and purchases services by \$2,159 within CDD - Affordable Housing to reflect Dane County's increase to their tenant services contribution in the County's 2022 executive budget.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	(2,159)	0
Expenditure	2,159	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	(2,159)
Permanent Salaries	0
Benefits	0
Supplies	0
Purchased Services	2,159
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion****Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>0</u>

**Amendment Analysis**

The proposed amendment reflects Dane County's 2022 Executive Operating Budget, bringing Dane County's total contribution to the City's tenant services program to \$50,131. The annualized cost nets to \$0 since the expense matches the County's contribution.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Technical Correction - Engineering Cost Allocation Plan

**Agency:** Engineering

**Sponsors:** Mayor Rhodes-Conway

**Co-Sponsor (s):**

**Amendment**

**Amendment Narrative**

Update the Engineering interdepartmental billings, and Sewer, Stormwater, and Landfill interdepartmental charges to Engineering to reflect correcting an error to the cost allocation plan. Update the Sewer and Stormwater interdepartmental charges to eliminate erroneous double-entries of the cost allocation plan. Update the fund balance applied and generated for the utilities to reflect netting the enterprise funds to zero after updating the cost allocation plan amounts. The following are the updated amounts by agency and line.

Engineering

ID Billing to Landfill: -\$2,890

ID Billing to Sewer: -\$12,335

ID Billing to Stormwater: -\$7,186

Landfill

ID Charges from Engineering: \$17,383

Fund Balance Applied: -\$589,747

Sewer

ID Charges from General Fund: \$30,655

ID Charges from Engineering: \$12,335

Fund Balance Generated: \$58,908

Stormwater

ID Charges from General Fund: \$413

ID Charges from Engineering: \$7,186

Fund Balance Generated: \$204,321

Move \$7.6 million in Stormwater debt charges from Transfer Out to Debt to the Debt Service Major.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	19,920
Expenditure	399	(19,920)
<b>TOTAL</b>	<b>\$399</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

	General Fund	Other Funds
Revenue	0	19,920
Permanent Salaries	0	0
Benefits	0	0
Supplies	0	0
Purchased Services	0	0
Departmental Charges	0	(61,420)
Departmental Billings	399	0
<u>Other</u>	<u>0</u>	<u>41,500</u>
	<b>\$399</b>	<b>\$0</b>

**Finance Committee Amendments-Proposed**

*Discussion*

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>399</u>

**Amendment Analysis**

The proposed amendment corrects errors in the Cost Allocation plan and debt service amounts entered into the Executive Budget, and then nets the Utilities to zero after correcting these errors.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Technical Corrections - Parks Position Allocations

**Agency:** Parks

**Sponsors:** Mayor Rhodes-Conway

**Co-Sponsor (s):**

**Amendment**

**Amendment Narrative**

The proposed amendment makes the following corrections to position allocations in the Parks Division:

- Funds the newly authorized 1.0 FTE conservation tech position in the Park Maintenance Service, rather than the Community Services service.
- Transitions 2.5 FTE of five Parks Arborists and Gardeners to the Urban Forestry Special Charge (these positions are currently funded by the EAB capital project).

The amendment also changes the name of the "Parks Maintenance & Forestry" service to "Parks Maintenance".

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	(192,899)
Expenditure	0	192,899
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	<i>n/a</i>

**Amendment by Major**

Revenue	(192,899)
Permanent Salaries	152,497
Benefits	40,402
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

Finance Committee Amendments-Proposed

*Discussion*

Amendment Impact

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>192,899</u>

Amendment Analysis

The proposed amendment makes several changes to position allocations to reflect the actual services Parks positions are providing.

First, it shifts the newly created conservation tech from the Community Services to Park Maintenance Service. This change is net neutral.

Second, the amendment transitions 2.5 FTE of 5.0 existing Parks arborist and gardener positions to be funded by the Urban Forestry Special Charge. Currently, \$303,452 of these positions is funded by the Parks EAB Capital Program, and the remaining \$82,346 is funded by the general fund. Under the proposed amendment, \$192,899 would be funded under the Urban Forestry Special Charge, with \$82,346 supported by the general fund and the remaining \$110,553 supported by the EAB capital program. The amendment increases the Urban Forestry Special Charge by \$192,899 to support this change. This change was planned for the 2022 Operating Budget, but was not incorporated into the budget book.

Finally, the name of the Parks Maintenance and Forestry service would be changed to Parks Maintenance. This change was made in prior years with the movement of the Forestry service to the Streets Division, but is not reflected in the 2022 Executive Budget Book.



**Finance Committee Amendments-Proposed**

**Amendment Title:** Technical Adjustment - Metro Transit - First Round State of Wisconsin Volkswagen Mitigation/Transit Capital Assistance Grant

**Agency:** Metro

**Sponsors:** Mayor Rhodes-Conway

**Co-Sponsor (s):**

**Amendment**

**Amendment Narrative**

Make the following adjustments to the General Fund and Metro Transit Enterprise Fund:

General Fund Revenues – Increase State Municipal Aid Program (Intergovernmental Revenues) by \$359,910

General Fund Expenditures – Increase Transfer Out to Metro Transit by \$359,910

Metro Transit Revenues – Increase General Fund Subsidy (Transfer In) by \$359,910

Metro Transit Expenditures – Increase expenditures by \$359,910 for loan repayment

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	(359,910)	(359,910)
Expenditure	359,910	359,910
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

	General Fund	Other Funds
Revenue	(359,910)	(359,910)
Permanent Salaries	0	0
Benefits	0	0
Supplies	0	0
Purchased Services	0	0
Departmental Charges	0	0
Departmental Billings	0	0
<u>Other</u>	<u>359,910</u>	<u>359,910</u>
	<b>\$0</b>	<b>\$0</b>

Finance Committee Amendments-Proposed

*Discussion*

Amendment Impact

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>0</u>

Amendment Analysis

The proposed amendment makes a technical adjustment to accurately reflect the transactions associated with repaying the loan component of the first round Volkswagen Mitigation/Transit Capital Assistance Grant received from the State of Wisconsin to finance Metro Transit buses. This grant was accepted by the Council in September 2019 under RES-19-00618 (Legistar 56689). Under state law, Madison (and Milwaukee) must repay 75% of this grant through a reduction in state municipal aid (shared revenue) payments to the city. The accounting transaction to reflect this repayment will occur in the Metro Transit enterprise fund and the budget needs to be adjusted so that Metro Transit has sufficient revenue and expenditure authority to make the payment. This technical adjustment will also be made to the 2021 adopted operating budget in the 2021 Year-End Appropriation that will be considered by the Council in December 2021. While this technical amendment has no net levy impact on the General Fund in 2022, it does increase General Fund expenditures by \$359,910. As such, it reduces available expenditure flexibility for qualifying for a state Expenditure Restraint Program (ERP) payment by that amount. The 2022 executive operating budget had \$3,846,232, in remaining expenditure flexibility available under ERP.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Technical Adjustment - Public Health Cost of Living Adjustment  
**Agency:** Public Health  
**Sponsors:** Mayor Rhodes-Conway  
**Co-Sponsor (s):** Alder Abbas

**Amendment**

**Amendment Narrative**

Add \$686,900 in Fund Balance in the Public Health budget to reflect a 3% cost of living increase at the beginning of year and another 3% mid-year for County employees in 2022.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	(686,900)
Expenditure	0	686,900
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	(686,900)
Permanent Salaries	625,800
Benefits	61,100
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>686,900</u>

**Amendment Analysis**

Effective December 31, 2007, the City of Madison and Dane County executed an Intergovernmental Agreement to jointly establish a city-county public health department. Per the agreement, as of December 31, 2011, all remaining city health employees became county employees.

The 2022 Dane County Executive budget includes a 3% cost of living increase (COLA) at the beginning of year and another 3% mid-year for County employees. Public Health employees as county employees will receive this increase. The estimated cost of the increase plus associated benefits is \$686,900.

The city and county jointly share in the expenses for the Public Health based on the relative equalized values. In 2022, the city share is 43% and the county share is 57%. This amendment proposes using reserves to fund the COLA in 2022 and does not impact the city levy.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Community Connector Positions  
**Agency:** Civil Rights  
**Sponsors:** President Abbas  
**Co-Sponsor (s):** Alder Benford

**Amendment**

**Amendment Narrative**

Add two permanent part-time Community Connectors (1.2 FTE) within the Department of Civil Rights

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	94,468	0
<b>TOTAL</b>	<b>\$94,468</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$1.02	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	68,666
Benefits	25,802
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$94,468</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>94,468</u>

**Amendment Analysis**

The Department of Civil Rights' 2022 operating request included a supplemental request for three 0.6 FTE Community Connector positions. These positions (fluent in Spanish, Hmong, and Chinese Mandarin) would provide translations and interpretations as well as community outreach.

The 2022 Executive Budget included funding for one of these requested positions (0.6 FTE) to focus on Spanish. This amendment adds funding for the two additional positions (1.2 FTE) to focus on Hmong and Chinese Mandarin. The salary and benefit costs for the additional 1.2 FTE positions are \$94,468. These positions represent an ongoing General Fund expense.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Council Internship  
**Agency:** Common Council  
**Sponsors:** Alder Furman  
**Co-Sponsor (s):** Alder Abbas, Alder Bennett, Alder Martin

**Amendment**

**Amendment Narrative**

Add language to the Council budget that requires the Council Internship is administered through the Wanda Fullmore Internship program and/or the Affirmative Action Student Professionals In Residence (AASPIRE) program.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	0	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	0
Benefits	0
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>0</u>

**Amendment Analysis**

The 2022 Executive Budget increases the Council Office hourly wages budget by \$10,500 to fund an internship in the Council Office for three months. This amendment requires that the internship is administered through existing city programs, the Wanda Fullmore Internship and/or the Affirmative Action Student Professionals In Residence (AASPIRE) internship. There is no fiscal impact by adopting this amendment.

**2022 Operating Budget:**

**Amendment No.**

**8**

**Finance Committee Amendments-Proposed**

**Amendment Title:** Council Community Engagement Specialist  
**Agency:** Common Council  
**Sponsors:** President Abbas, Alder Carter  
**Co-Sponsor (s):** Alder Foster, Alder Harrington-McKinney, Alder Martin, Alder Wehelie

**Amendment**

**Amendment Narrative**

Add 1.0 FTE Community Engagement Specialist to the Common Council budget and \$2,800 in Supplies for the new position.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	57,210	0
<b>TOTAL</b>	<b>\$57,210</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.62	<i>n/a</i>

**Amendment by Major**

Revenue	0
Permanent Salaries	50,380
Benefits	4,030
Supplies	2,800
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$57,210</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>83,110</u>

**Amendment Analysis**

The proposed amendment adds 1.0 FTE Community Engagement Special in the Common Council budget (\$83,110). The amendment also adds funding for associated supplies (computer, telephone) for the position (\$2,800).

In 2022, the cost of the position will be partially offset by \$28,700 in salary savings from a retirement.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Real Estate Specialist Position  
**Agency:** Economic Development Division  
**Sponsors:** President Abbas  
**Co-Sponsor (s):** Alder Evers

**Amendment**

**Amendment Narrative**

Increase salaries and benefits by \$21,000 to allow an underfill of the vacant Real Estate Specialist position (#695) in 2022, reclassify the position from a Real Estate Specialist to a Real Estate Development Specialist, and change the position allocation so that it is 75% funded by the Economic Development Division's capital budget with the remaining 25% funded by the General Fund.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	21,000	0
<b>TOTAL</b>	<b>\$21,000</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.23	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	17,000
Benefits	4,000
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$21,000</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>(57,000)</u>

**Amendment Analysis**

The 2022 Executive Capital Budget holds vacant a 1.0 FTE Real Estate Specialist position for a full year, for a one-time savings of \$78,000. The proposed amendment has a one-time cost increase in 2022 of \$21,000 to fill the position. The one-time increase is less than the \$78,000 of salary savings in the Executive Budget due to 1) underfilling the position and 2) changing the position allocation so that 75% of the position is funded by the capital budget instead of 14%. Underfilling the position and changing the cost allocation results in an ongoing, annualized cost reduction of approximately \$57,000.

Additionally, the amendment proposes reclassifying the position from a Real Estate Specialist to a Real Estate Development Specialist, which has no effect on the compensation group or total cost. This position will primarily assist with implementing the City's Land Banking program and the real estate component of other housing-related projects.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Digital Equity Coordinator  
**Agency:** Information Technology  
**Sponsors:** Alder Furman  
**Co-Sponsor (s):** Alder Evers

**Amendment**

**Amendment Narrative**

Create a new Digital Equity Coordinator position (1.0 FTE) in the Information Technology Department, increase salaries and benefits by \$45,000, and allocate the position so that it is 50% funded by IT's Digital Accessibility & Engagement capital program with the other 50% funded by remaining levy in the General Fund.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	45,000	0
<b>TOTAL</b>	<b>\$45,000</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.48	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	40,500
Benefits	4,500
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$45,000</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>45,000</u>

**Amendment Analysis**

The proposed amendment creates a new position within the IT department to lead the City of Madison's efforts related to digital equity and inclusion and to work on a city-wide campaign to advance digital equity and close the digital divide in Madison. The Digital Equity Coordinator would use the Task Force on Digital Inclusion Strategic Priorities final report as the foundation to develop a city-wide digital equity strategy; coordinating, engaging and expanding the collaboration among Dane County entities focused on digital equity and inclusion and other digital inclusion projects; collaborating on fundraising efforts with other entities to support increased digital access and digital skills training; collaborating with the City and other key stakeholders; and coordinating advocacy, grassroots, media and other outreach efforts. This Digital Equity Coordinator job classification is similar to an IT Specialist 3 or Library Media Coordinator and would be in Comp Group 18, Range 10. A corresponding capital budget amendment will be presented during Common Council budget adoption to increase IT's Digital Accessibility & Engagement capital program by \$45,000.



**Finance Committee Amendments-Proposed**

**Amendment Title:** Increase Monroe Street Library Hours  
**Agency:** Library  
**Sponsors:** Alder Verveer  
**Co-Sponsor (s):** Alder Bennett, Alder Evers

**Amendment**

**Amendment Narrative**

Add 0.7 FTE Library Assistant position and an hourly Page position to the Library's budget for the Monroe Street branch.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	70,000	0
<b>TOTAL</b>	<b>\$70,000</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.75	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	56,550
Benefits	13,450
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$70,000</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>70,000</u>

**Amendment Analysis**

The 2021 adopted budget reduced the number of hours for the Monroe Street branch which resulted in the reduction of personnel costs. This amendment restores a part-time Library Assistant position and an hourly Page position to allow the branch to be open five days per week.

The branch is currently open Tuesdays, Fridays, and Saturdays. If this amendment is adopted the branch will also be open on Mondays and Wednesdays.

**Finance Committee Amendments-Proposed**

**Amendment Title:** De-escalation Training for Law Enforcement Agencies COPS Grant  
**Agency:** Police  
**Sponsors:** Mayor Rhodes-Conway  
**Co-Sponsor (s):** Alder Abbas, Alder Heck, Alder Benford

**Amendment**

**Amendment Narrative**

Add \$126,420 in grant funding for a Community Oriented Policing Services (COPS) De-escalation Training for Law Enforcement Agencies grant.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	(126,420)
Expenditure	0	126,420
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	(126,420)
Permanent Salaries	41,600
Benefits	8,320
Supplies	45,000
Purchased Services	31,500
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	One-Time
<b>Annualized Cost:</b>	

**Amendment Analysis**

This two-year grant will fund a US Department of Justice approved, nationally certified de-escalation train-the-trainer course, upgrades to virtual reality equipment to improve officer safety, and personnel overtime and fringe benefits to allow all sworn officers to receive this advanced training. There is no match requirement.

The virtual reality equipment (\$45,000) will be purchased in 2022. The other costs will be split over 2022 and 2023.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Community Violence Intervention COPS Grant  
**Agency:** Police  
**Sponsors:** Mayor Rhodes-Conway  
**Co-Sponsor (s):** Alder Abbas, Alder Heck, Alder Benford

**Amendment**

**Amendment Narrative**

Add \$125,000 in grant funding for a Community Oriented Policing Services (COPS) Community Violence Intervention: Breaking the Cycle of Youth Violence Microgrant.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	(125,000)
Expenditure	0	125,000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	(125,000)
Permanent Salaries	0
Benefits	0
Supplies	0
Purchased Services	125,000
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	One-Time
<b>Annualized Cost:</b>	<u>125,000</u>

**Amendment Analysis**

The Department has been notified that they have received a Community Violence Intervention: Breaking the Cycle of Youth Violence Microgrant award of \$125,000. The grant will fund a one-year youth services pilot project to offer creative ideas to advance crime fighting, community engagement, problem solving or organizational changes to support community policing. This is a partnership with RISE Wisconsin, Inc. (local community based organization) and will occur in the South District. There is no city match and no impact on the levy.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Violence Prevention Team  
**Agency:** Public Health  
**Sponsors:** Alder Figueroa Cole, Mayor Rhodes-Conway  
**Co-Sponsor (s):** Alder Abbas, Alder Evers, Alder Heck, Alder Lemmer, Alder Martin

**Amendment**

**Amendment Narrative**

Create a Violence Intervention Team consisting of 1.0 FTE Violence Prevention Outreach and Intervention Coordinator position (\$118,900), 0.75 FTE Clerk position (\$60,825), and four 0.5 FTE Outreach and Intervention Response Specialist positions (\$190,000). Add funding for hardware (computers, phones, etc.) supplies (\$15,000), software (\$9,400), mileage (\$9,000) and training (\$12,600).

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	(415,725)
Expenditure	215,725	415,725
<b>TOTAL</b>	<b>\$215,725</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$2.32	n/a

**Amendment by Major**

	General Fund	Other Funds
Revenue	0	(415,725)
Permanent Salaries	(200,000)	237,050
Benefits	0	132,675
Supplies	0	24,400
Purchased Services	0	21,600
Departmental Charges	0	0
Departmental Billings	0	0
<u>Other</u>	<u>415,725</u>	<u>0</u>
	<b>\$215,725</b>	<b>\$0</b>

Finance Committee Amendments-Proposed

*Discussion*

Amendment Impact

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>415,725</u>

Amendment Analysis

The proposed amendment creates a violence intervention team within the violence prevention unit (VPU) in Public Health. The team will focus on the delivery of violence intervention, crisis response and hospital based violence intervention, and coordination of case management services of those involved in violence. The team will consist of one Violence Prevention Outreach and Intervention Coordinator, a Clerk (75%), and four Outreach and Intervention Response Specialist positions (50% each).

The 2022 Executive Budget includes transferring \$200,000 in the Community Development Division – Community Support Services budget to Public Health’s Policy, Planning, and Evaluation budget to support of violence prevention efforts. This \$200,000 would be applied to the costs associated with this amendment. The remaining balance, \$215,725, would come from city levy.

The city and county jointly share in most of the expenses for the Public Health based on the relative equalized values. In 2022, the city share is 43% and the county share is 57%. The costs associated with this amendment are not included in the joint expenses and would be fully funded by the city. All Public Health employees are county employees. Even though the city is funding these positions, the employees will be county employees.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Restore Funding for Streets Drop-Off Site Hours  
**Agency:** Streets  
**Sponsors:** Alder Verveer  
**Co-Sponsor (s):** Alder Carter

**Amendment**

**Amendment Narrative**

Restore funding for hours at the Streets Drop Off locations by adding \$18,500 for hourly wages to the Streets Division Recycling Service budget.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	18,500	0
<b>TOTAL</b>	<b>\$18,500</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.20	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	18,500
Benefits	0
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$18,500</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>18,500</u>

**Amendment Analysis**

The proposed amendment restores funding for a public drop-off site at the Olin Avenue Transfer Station. The Executive Budget proposed reducing seasonal hourly staffing for drop off locations and brush collection by \$37,200. This amendment restores funding the site to be open from early April to the Sunday after Thanksgiving on Monday through Thursday from 3-7 pm and Saturday and Sunday from 9 am-4 pm. The estimated cost of restoring this portion of the cut is \$18,500.

**Finance Committee Amendments-Proposed**

**Amendment Title:** Station 14 Ambulance  
**Agency:** Fire, Finance  
**Sponsors:** Alder Currie  
**Co-Sponsor (s):** Alder Lemmer, Alder Bennett, Alder Figueroa Cole, Alder Furman, Alder Verveer

**Amendment**

**Amendment Narrative**

Increase the ambulance conveyance fee by \$135 from \$1,275 to \$1,410 and increase General Fund Revenue by \$945,000.

Create ten new paramedic positions in the Fire Department budget to staff an ambulance at Station #14 and appropriate \$911,000 to the Fire Department to fund personnel costs.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	(945,000)	0
Expenditure	945,000	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	(945,000)
Permanent Salaries	911,000
Benefits	0
Supplies	0
Purchased Services	34,000
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>945,000</u>

**Amendment Analysis**

The proposed amendment increases the ambulance conveyance fee by \$135 from \$1,275 to \$1,410. The fee was increased from \$1,075 to \$1,275 in 2021. In addition to the fee, there is a mileage charge of \$16 per mile. The mileage charge is not increasing. For comparison, ambulance fees in Sun Prairie are \$1,500 and in Middleton are \$1,450.

The City has an Ambulance Hardship Waiver program that is designed to help people who have no insurance or the means to pay for ambulance services. The program waives between 20% and 100% of the fee based on total family income and number of individuals in household. It is the intent of the sponsoring alders to increase the thresholds for this waiver program and an amendment to do so is likely with the Council operating budget amendments in November.

**Finance Committee Amendments-Proposed**

**Amendment Title:** CARES Positions - Police Academy  
**Agency:** Fire, Police  
**Sponsors:** Alder Furman  
**Co-Sponsor (s):** Alder, Bennett, Alder Currie, Alder Martin

**Amendment**

**Amendment Narrative**

Appropriate funding for two contracted Mental Health Crisis Workers (\$82,000 each) in the Fire Department budget. Reduce funding for the Police preservice academy by \$164,000 which will reduce the number of recruits from 47 to 44.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	0	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	(121,000)
Benefits	(43,000)
Supplies	0
Purchased Services	164,000
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>



Finance Committee Amendments-Proposed

Discussion

Amendment Impact

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>164,000</u>

Amendment Analysis

The proposed amendment adds funding for two contracted Mental Health Crisis Worker (\$82,000 each) for the Community Alternative Response Emergency Services (CARES) team in the Fire Department budget. The total cost (\$164,000) will be funded by reductions in the Police Department budget.

The CARES program was first included in the 2021 adopted budget and teams began responding to calls in September 2021. Currently there are two Community Paramedics and two contracted Crisis Workers in the program. The Department is in the process of recruiting for a third Community Paramedic. The existing staff allows for one team to be in service 40 hours per week on weekdays from 11:00 a.m. – 7:00 p.m. The team responds to calls in the central district.

The 2022 Executive budget continues funding for four Paramedics, two contracted Crisis Workers, contracted supervisory time for the Crisis Workers, a Public Health Specialist to act as project manager, and miscellaneous supplies and services. As staff is added, the hours and territory of the program will expand. This amendment would complete two additional CARES teams of one Community Paramedic and one contracted Crisis Worker each. The Department will need a vehicle (capital budget item) for the additional teams.

The proposed amendment reduces the annual Police academy budget to offset the costs for the Crisis Workers. The 2022 Executive Budget includes \$2.16 million for 39 recruits in the annual academy based on an average three-year attrition rate and \$510,000 for 8 additional recruits to provide coverage for the Town of Madison. This amendment reduces the authorized academy from 47 recruits to 44.

The amendment does not reduce the authorized strength of the Police Department but will result in fewer vacant Police Officer positions being filled.

The academy will include recruits hired to fill all commissioned positions vacant at that time. Funding for the additional recruits above the overhire is achieved through the salary savings of the vacancies.

**2022 Operating Budget:****Amendment No.**

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**Finance Committee Amendments-Proposed**

**Amendment Title:** CARES Funding - Police Academy  
**Agency:** Fire, Police  
**Sponsors:** Alder Figueroa Cole (Courtesy Sponsor)  
**Co-Sponsor (s):** Alder Bennett

**Amendment****Amendment Narrative**

Appropriate \$510,000 in the Fire Department-Fire Operations Pending Personnel budget for the Community Alternative Response Emergency Services (CARES) program. These funds can be transferred across major budget categories as determined by the Fire Chief. Reduce the Police Department's preservice academy by 8 recruits authorized in the Executive Budget (\$510,000).

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	0	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	0
Benefits	0
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion****Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>510,000</u>

**Amendment Analysis**

The proposed amendment transfers \$510,000 of funding from the Police Department to the Fire Department CARES program. The CARES program was first included in the 2021 adopted budget and teams began responding to calls in September 2021. Currently there are two Community Paramedics and two contracted Crisis Workers in the program. The Department is in the process of recruiting for a third Community Paramedic. The existing staff allows for one team to be in service 40 hours per week on weekdays from 11:00 a.m. – 7:00 p.m. The team responds to calls in the central district.

The 2022 Executive budget continues funding for four Paramedics, two contracted Crisis Workers, contracted supervisory time for the Crisis Workers, a Public Health Specialist to act as project manager, and miscellaneous supplies and services. As staff is added, the hours and territory of the program will expand. The amendment adds \$510,000 for this program. It is not known at this time if the services will be personnel or non-personnel expenses or some combination.

The 2022 Executive Budget includes \$2.16 million for 39 recruits in the annual academy based on an average three-year attrition rate and \$510,000 for eight additional recruits to provide coverage for the Town of Madison. The proposed amendment eliminates the funding for eight recruits.

The amendment does not reduce the authorized strength of the Police Department but will result in fewer vacant Police Officer positions being filled.

**Finance Committee Amendments-Proposed**

**Amendment Title:** CARES Funding - Police Reform and Innovation Director  
**Agency:** Fire, Police  
**Sponsors:** Alder Figueroa Cole (Courtesy Sponsor)  
**Co-Sponsor (s):** Alder Bennett

**Amendment**

**Amendment Narrative**

Appropriate \$121,000 in the Fire Department-Fire Operations Pending Personnel budget for the Community Alternative Response Emergency Services (CARES) program. These funds can be transferred across major budget categories as determined by the Fire Chief. Reduce the Police Department's personnel budget by \$121,000 for the Police Reform and Innovation Director position.

**Amendment by Funding Source**

	General Fund	Other Funds
Revenue	0	0
Expenditure	0	0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>
<i>TOAH Impact</i>	\$0.00	n/a

**Amendment by Major**

Revenue	0
Permanent Salaries	0
Benefits	0
Supplies	0
Purchased Services	0
Departmental Charges	0
Departmental Billings	0
<u>Other</u>	<u>0</u>
	<b>\$0</b>

**Discussion**

**Amendment Impact**

<b>Recurrence:</b>	Ongoing
<b>Annualized Cost:</b>	<u>121,000</u>

**Amendment Analysis**

The proposed amendment transfers \$121,000 of funding from the Police Department to the Fire Department CARES program. The CARES program was first included in the 2021 adopted budget and teams began responding to calls in September 2021. Currently there are two Community Paramedics and two contracted Crisis Workers in the program. The Department is in the process of recruiting for a third Community Paramedic. The existing staff allows for one team to be in service 40 hours per week on weekdays from 11:00 a.m. – 7:00 p.m. The team responds to calls in the central district.

The 2022 Executive budget continues funding for four Paramedics, two contracted Crisis Workers, contracted supervisory time for the Crisis Workers, a Public Health Specialist to act as project manager, and miscellaneous supplies and services. As staff is added, the hours and territory of the program will expand. This amendment adds \$121,000 for this program. It is not known at this time if the services will be personnel or non-personnel expenses or some combination.

The 2022 Executive budget includes funding a new 1.0 FTE Police Reform and Innovation Director (\$121,000) as part of a Police, Data, Innovation and Reform initiative. The vision for the Director includes playing a role in implementing projects and services aimed at police reform, coordinating data analysis, expediting information services delivery, and enhancing efficiencies throughout the organization. The Police Reform and Innovation Director will provide administrative support to the Chief and will supervise and support a majority of the civilian staff. The amendment eliminates this position.



## Finance Department

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Date: October 21, 2021

To: Mayor Rhodes-Conway and Council Members

From: David Schmiedicke  
Finance Director

Subject: Revisions to 2022 Executive Operating Budget Levy Limit Calculation and Tax Computation Table

This memo discusses two revisions to the presentation of the 2022 Executive Operating Budget since its introduction on October 5.

### Levy Limit Calculation Adjustment – Property Tax Refund Revision

One element of the levy limit calculation is an adjustment for the amount of property tax refunds made over the past year. Since introduction of the executive budget on October 5, additional tax refund data has become available. Final approval of the tax refund amount is made by the Wisconsin Department of Revenue (DOR) in early November. The total tax refund amount under review is \$187,000. This is approximately \$149,000 higher than the adjustment included in the executive operating budget levy limit calculation. The largest single refund amount is for \$80,000. Until the approval from DOR is received, an upward adjustment in the remaining available levy limit of \$69,000 (\$149,000 minus \$80,000) is prudent. The available levy limit after this adjustment is \$329,000, compared to \$260,000 under the executive budget. Further information on the allowable levy, including a possible further upward adjustment from \$329,000, will be provided prior to the Council's action on budget amendments and adoption of the 2022 budget on November 9<sup>th</sup>. The \$329,000 of remaining levy limit capacity will be used for purposes of the Finance Committee's amendment process during its meeting on Monday, October 25<sup>th</sup>.

### Tax Computation Table – Net Taxable Property Value Adjustment

The 2022 executive operating budget document includes a Tax Computation Table (page 7) that shows preliminary projections of assessed value and net taxable property value, as well as the general and library fund expenditures, total revenues and property tax levy. The property tax levy is divided by the net taxable property value to calculate a projected mill rate (property tax rate) and tax on the average value home.

The assessed value figures are preliminary as the City Assessor's Office completes its work on the final assessed property values for purposes of the 2021 tax levy that finances the city's 2022 budget. Since introduction of the operating budget on October 5, the tax increment financing (TIF) property value increment has been updated. These figures are set by the State of Wisconsin through an equalization process.

The table on the next page shows the difference in the net taxable property and the mill rate due to this update of the TIF property value increment. The final TIF increment is approximately \$141 million higher than the amount used in the executive operating budget document. Since the TIF increment is deducted from assessed value to generate the net taxable property, this revision increases the estimated mill rate by approximately 0.04 mills. This change in the mill rate also changes the estimated increase in taxes on the value home. The increase in the property tax levy that is proposed in the executive budget remains unchanged at \$258,650,981, an increase of 1.06% over the levy for the 2021 budget.

October 22, 2021

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Please feel free to contact me with questions.

	Executive Budget	Executive Budget (adjusted)
Net Taxable Property Value	\$ 31,300,240,600	\$ 31,158,920,400
Mill Rate	8.2636	8.3011
Taxes on Average Value Home		
at Levy in Executive Budget	\$ 2,769.96	\$ 2,782.53
\$ Change over Prior Year	\$ 33.90	\$ 46.47
% Change over Prior Year	1.24%	1.70%
at Estimated Maximum Levy	2,772.72	2,785.30
\$ Change over Prior Year	\$ 36.66	\$ 49.24
% Change over Prior Year	1.34%	1.80%



# City of Madison

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

## Master

**File Number: 68039**

**File ID:** 68039

**File Type:** Discussion Item

**Status:** Discussion Items

**Version:** 1

**Reference:**

**Controlling Body:** BOARD OF REVIEW

**File Created Date :** 10/21/2021

**File Name:**

**Final Action:**

**Title:** Staff Update on Site Search for Permanent Men's Shelter

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 68039

TITLE

Staff Update on Site Search for Permanent Men's Shelter



# City of Madison

City of Madison  
Madison, WI 53703  
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## Master

**File Number: 68038**

**File ID:** 68038

**File Type:** Discussion Item

**Status:** Discussion Items

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/21/2021

**File Name:**

**Final Action:**

**Title:** Discussion of a negotiation strategy with a potential grocery store operator for the future City-owned grocery store condominium at 1402 S. Park Street.

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 68038

**TITLE**

Discussion of a negotiation strategy with a potential grocery store operator for the future City-owned grocery store condominium at 1402 S. Park Street.



# City of Madison

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

## Master

**File Number: 68037**

**File ID:** 68037

**File Type:** Discussion Item

**Status:** Discussion Items

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 10/21/2021

**File Name:**

**Final Action:**

**Title:** Discussion of possible TIF Policy exceptions and potential award of TIF support related to the application for TIF assistance from the University Research Park, Inc. for a laboratory project (Element Labs) at 425 Charmany Drive.

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	10/25/2021					

### Text of Legislative File 68037

#### TITLE

Discussion of possible TIF Policy exceptions and potential award of TIF support related to the application for TIF assistance from the University Research Park, Inc. for a laboratory project (Element Labs) at 425 Charmany Drive.