City of Madison

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

Agenda - Approved

COMMON COUNCIL

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

This meeting may be viewed LIVE on Charter Spectrum Channel 994, AT&T U-Verse Channel 99 or at www.madisoncitychannel.tv.

Tuesday, October 7, 2025 **6:30 PM** **210 Martin Luther King, Jr. Blvd. Room 201 (City-County Building)**

Hybrid Meeting

The City of Madison is holding the Common Council meeting in a hybrid format. Members of the public may choose to view and/or provide comment in person or virtually at hybrid Common Council meetings.

Written Comments: You can send comments on agenda items to allalders@cityofmadison.com

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

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

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

Listen by Phone: (877) 853-5257 (Toll Free) Webinar ID: 875 2572 2999

Speaking Guidelines

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below immediately.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese inmediatamente al número de teléfono que figura a continuación.

Yog tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntaub ntawv ua lwm yam los sis lwm cov kev pab kom siv tau qhov kev pab, kev ua num los sis kev pab cuam no, thov hu rau tus xov tooj hauv qab no tam sim no.

Please contact the Office of the Common Council at (608) 266-4071.

Speaking Limit:
3 minutes for all items.

You must register before your item is considered by the Council.

The use of audible cell phone ringers and active use and response to cellular phone technology by the governing body, staff and members of the public is discouraged in the Council Chambers while the Council is in session.

Roll Call

Notified Absences: None.

Opening Remarks

Honoring Resolutions

1. 90166 Proclaiming October as Pedestrian Safety Month and October 15, 2025, as White Cane Safety Day in the City of Madison.

Sponsors: Satya V. Rhodes-Conway, Regina M. Vidaver, MGR Govindarajan, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, John P. Guequierre, Barbara Harrington-McKinney, Isadore Knox Jr., Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Joann Pritchett, Bill Tishler And Michael E. Verveer

Legislative History

9/29/25	Council Office	RECOMMEND TO COUNCIL TO ADOPT

Disclosures and Recusals

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

Presentation of Consent Agenda

2. 86547 Consent Agenda Document (10/7/25)

Legislative History

12/27/24	Council Office	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER

At this time, a consent agenda will be moved with the recommended action listed for each item EXCEPT:

1) Items which have registrants wishing to speak. 2) Items which Alder(s) have separated out for discussion/debate purposes.

Public Comment

Public comments will not be taken on items which are listed on the consent agenda for referral and the Council adopts the referral as part of the consent agenda OR when the Council has heard public comments on an item at a previous meeting and the item is on this agenda for discussion and action only. The Council may allow public comments in either instance by a majority vote.

Recessed Public Hearings

Report of Alcohol License Review Committee

3. **88502**

Public Hearing - New License
Speedway LLC • dba Speedway 4132
4902 Verona Rd • Agent: Charles Satterfield
Class A Beer, Class A Liquor
Police Sector 212 (District 10)

Attachments: LICLIA-2025-00456 App.pdf
LICLIA-2025-00456 Supplemental.pdf
4902 Verona Rd map.pdf

Legislative History

5/28/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (6/18/25), Common Council (7/1/25)	
6/3/25	COMMON COUNCIL	Referred for Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
6/18/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (7/16/25), Common Council (8/5/25)	
7/1/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
7/16/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (8/20/25), Common Council (9/2/25)	
8/5/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
8/20/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)	

AGENDA NOTE: Public comment will be heard when the file returns to Council on 10/28/25.

4. 88503

Public Hearing - New License
7-Eleven Inc • dba 7-Eleven #35851J
2216 University Ave • Agent: Christopher Martinez Perez
Class A Beer, Class A Liquor
Police Sector 206 (District 5)

Attachments:
LICLIA-2025-00471 App.pdf
LICLIA-2025-00471 Supplemental.pdf
2216 University Ave map.pdf
Alder Vidaver Comments.pdf

Legislative History

5/28/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (6/18/25), Common Council (7/1/25)	
6/3/25	COMMON COUNCIL	Referred for Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
6/18/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (7/16/25), Common Council (8/5/25)	
7/1/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
7/16/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (8/20/25), Common Council (9/2/25)	
8/5/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
8/20/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE
	Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)	

AGENDA NOTE: Public comment will be heard when the file returns to Council on 10/28/25.

Report of Finance Committee

5. 89733 2026 Executive Capital Budget

Attachments: 2026 FC Briefing Schedule and Public Notice
2026 Capital Budget
2026 CIP Executive Budget Overview.pdf
2026 Capital - FC Amendments - Proposed.pdf
2026 Capital - FC Amendments - Adopted.pdf

Legislative History

8/27/25	FINANCE COMMITTEE	Referred for Introduction
	Finance Committee (Public Hearings - 9/8/25, 9/29/25; additional briefing with no public comment - 9/9/25), Common Council (Public Hearings 9/16/25, 10/7/25, 11/11/25)	
9/2/25	COMMON COUNCIL	Refer For Public Hearing to the FINANCE COMMITTEE
9/8/25	FINANCE COMMITTEE	Table
9/9/25	FINANCE COMMITTEE	Refer For Public Hearing
9/16/25	COMMON COUNCIL	Refer For Public Hearing to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - RECESSED PUBLIC HEARING

Public Hearings

Report of Alcohol License Review Committee

6. **89651** Public Hearing - License Transfer
Little Palace LLC • dba Little Palace
Transfer from 225 King St to 1929 Winnebago St
Estimated Capacity (in/out): 50/15
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 410 (District 6)

Attachments: LICTLL-2025-00804 App.pdf
LICTLL-2025-00804 Supplemental.pdf
1929 Winnebago St map.pdf

Legislative History

8/21/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING

7. **89658** Public Hearing - New License
Ciao Guys LLC • dba Osteria Novella
2903 University Ave • Agent: Evan Ackers
Estimated Capacity (in/out): 70/20
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 208 (District 5)

Attachments: LICLIB-2025-00751 App.pdf
LICLIB-2025-00751 Supplemental.pdf
2903 University Ave map.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING

8. **89659**

Public Hearing - New License
Chennis LLC • dba Oliva Italian Mediterranean Cuisine
751 N High Point Rd • Agent: Jayanthi Ramu
Estimated Capacity (in/out): 107/0
Class B Beer, Class C Wine • 25% alcohol, 75% food
Police Sector 126 (District 19)

Attachments: LICLIB-2025-00781 App.pdf
LICLIB-2025-00781 Supplemental.pdf
751 N High Point Rd map.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING

9. **89660**

Public Hearing - New License
Toro & Pampa LLC • dba Toro y Pampa
508 State St • Agent: Carlos Roberto Lema
Estimated Capacity (in/out): 100/0
Class B Combination Liquor & Beer • 40% alcohol, 60% food
Police Sector 403 (District 2)

Attachments: LICLIB-2025-00786 App.pdf
LICLIB-2025-00786 Supplemental.pdf
508 State St map.pdf
Alder Ochowicz Comments.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING

The conditions are:
1. Establishment shall meet the definition of a restaurant as defined in Madison General Ordinances section 38.02 at all times.
2. Food shall be available at all time.
3. No patrons are permitted to enter or re-enter the establishment after 1:30am on Friday or Saturday night.

10. 89661

Public Hearing - New License
Bernell LLC • dba Bernell's
2513 Seiferth Rd • Agent: Rita Ann Adair
Estimated Capacity (in/out): 99/0
Class B Combination Liquor & Beer • 60% alcohol, 40% food
Police Sector 619 (District 16)

Attachments: LICLIB-2025-00787 App.pdf
LICLIB-2025-00787 Supplemental.pdf
2513 Seiferth Rd map.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING

11. 89662

Public Hearing - New License
Paramount Fine Goods • dba Wisco Home Goods
4664 Cottage Grove Rd • Agent: Donald Backman-Aurit
Estimated Capacity (in/out): 30/0
Class B Combination Liquor & Beer • 15% alcohol, 0% food, 85% other
Police Sector 611 (District 3)

Attachments: LICLIB-2025-00795 App.pdf
LICLIB-2025-00795 Supplemental.pdf
4664 Cottage Grove Rd map.pdf
Alder Field Comments.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING

12. 89663

Public Hearing - New License
Bur OaK LLC • dba The Bur OaK
2262 Winnebago St • Agent: Corey Lockett

Estimated Capacity (in/out): 175/20
Class B Combination Liquor & Beer • 80% alcohol, 2% food, 18% other
Police Sector 410 (District 6)

Attachments: LICLIB-2025-00806 App.pdf
LICLIB-2025-00806 Floor Plan.pdf
2262 Winnebago St map.pdf

Legislative History

8/22/25	Clerk's Office	Referred for Introduction
	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the ALCOHOL LICENSE REVIEW COMMITTEE
9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING

The conditions are:
1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.
2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

Report of Plan Commission

13. **89718** Creating Section 28.022-00728 of the Madison General Ordinances to change the zoning of property located at 702 North Midvale Boulevard and 401 North Segoe Road from PD(GDP) (Planned Development-General Development Plan) District to PD (SIP) (Planned Development-Specific Implementation Plan) District. (District 11)

Sponsors: Planning Division

Attachments: 702 N Midvale Blvd_401 N Segoe Rd SIP (2025).pdf

Legislative History

8/26/25	Attorney's Office	Referred for Introduction
	Plan Commission Public Hearing (10/6/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer For Public Hearing to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

14. **89916** SUBSTITUTE: Amending several sections of Chapter 28 to reduce minimum lot width and lot area within certain zoning districts and to reduce the rear setback for alley loaded one-story attached garages.

Sponsors: Satya V. Rhodes-Conway, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Michael E. Verveer And Regina M. Vidaver

Attachments: 89916 Body - Version 2
2025-9-25-Staff Presentation to HPC.pdf
Zoning Text Memo 10-6-25 Lot Width Lot Area Alley Attached Garages.pdf
89916 Master - Version 1
89916 Body - Version 1

Legislative History

9/9/25	Attorney's Office	Referred for Introduction
	Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)	
9/16/25	PLAN COMMISSION	Refer to the HOUSING POLICY COMMITTEE
9/16/25	COMMON COUNCIL	Referred for Public Hearing to the PLAN COMMISSION
	Additional referral to Housing Policy Committee	
9/25/25	HOUSING POLICY COMMITTEE	Return to Lead with the Recommendation for Approval to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

15. **89917** Amending various sections of Chapter 28 to update the existing step down rules for larger buildings when adjacent to a residential district.

Sponsors: Satya V. Rhodes-Conway, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Michael E. Verveer And Regina M. Vidaver

Attachments: 89917Body.pdf
2025-9-25-Staff Presentation to HPC.pdf
Zoning Text Memo 10-6-25 Height Transition.pdf

Legislative History

9/9/25	Attorney's Office	Referred for Introduction
	Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)	
9/16/25	PLAN COMMISSION	Refer to the HOUSING POLICY COMMITTEE
9/16/25	COMMON COUNCIL	Referred for Public Hearing to the PLAN COMMISSION
	Additional referral to Housing Policy Committee	
9/25/25	HOUSING POLICY COMMITTEE	Return to Lead with the Recommendation for Approval to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

16. **89918** Amending sections within Chapter 28 to allow detached Accessory Dwelling Units to have two units and not be included in maximum permitted use accessory structure size.

Sponsors: Satya V. Rhodes-Conway, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Michael E. Verveer, Regina M. Vidaver, Sabrina V. Madison And John W. Duncan

Attachments: 2025-9-25-Staff Presentation to HPC.pdf

Zoning Text Memo 10-6-25 ADU Duplexes and Accessory Structure Max.pdf

Legislative History

9/9/25	Attorney's Office	Referred for Introduction
	Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)	
9/16/25	PLAN COMMISSION	Refer to the HOUSING POLICY COMMITTEE
9/16/25	COMMON COUNCIL	Referred for Public Hearing to the PLAN COMMISSION
	Additional referral to Housing Policy Committee	
9/25/25	HOUSING POLICY COMMITTEE	Return to Lead with the Recommendation for Approval to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

17. **90056** Amending the Conditional Use Scope of Approval.

Sponsors: John P. Guequierre

Attachments: 90056 Body

Legislative History

9/16/25	COMMON COUNCIL	Refer For Public Hearing to the PLAN COMMISSION
9/16/25	Attorney's Office	Referred for Introduction
	Plan Commission Public Hearing (10/6/25), Common Council (10/7/25)	

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

End of Public Hearings

Petitions and Communications

Petitions

18. **90108** Petition received in the Madison City Clerk's Office September 25, 2025 from JDM Properties, LLC, regarding attachment from the Town of Middleton to the City of Madison.

Attachments: Attachment Petition

Legislative History

9/26/25	Clerk's Office	Referred for Introduction

Common Council to approve (10/28/25)

Business Presented by the Mayor

Appointments

19. 89937 Report of the Mayor submitting resident committee appointments (introduce 9-16-2025; action 10-7-2025).

Legislative History

9/10/25	Mayor's Office Confirm 10/7/25	Referred for Introduction
9/16/25	COMMON COUNCIL Confirm 10/7/25	Refer to a future Meeting to Confirm to the COMMON COUNCIL

20. 90090 Report of the Mayor submitting resident committee appointments (introduction 10-7-2025; action 10-28-2025).

Legislative History

9/24/25	Mayor's Office Confirm 10/28/25	Referred for Introduction

Business Presented by the President of the Common Council

21. 86556 Confirming the Madison Common Council meeting formats through March 24, 2026:
10/28/25 - Hybrid (Virtual & CCB 201)
11/11/25 (Budget) - Hybrid (Virtual & CCB 201)
11/12/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/13/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/25/25 - **Virtual**
12/9/25 - Hybrid (Virtual & CCB 201)
1/13/26 - Hybrid (Virtual & CCB 201)
1/27/26 - Hybrid (Virtual & CCB 201)
2/10/26 - Hybrid (Virtual & CCB 201)
2/24/26 - Hybrid (Virtual & CCB 201)
3/10/26 - Hybrid (Virtual & CCB 201)
3/24/26 - Hybrid (Virtual & CCB 201)

Legislative History

12/27/24	Council Office	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER

Reports of Officers

Report of Affirmative Action Commission

22. 89427 Creating Section 39.02(9)(a)2.k. of the Madison General Ordinances to include an exemption to certain contract requirements when purchasing insurance.

Sponsors: Satya V. Rhodes-Conway

Legislative History

8/4/25	Attorney's Office	Referred for Introduction
	Affirmative Action Commission (10/2/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the AFFIRMATIVE ACTION COMMISSION

AGENDA NOTE: Affirmative Action Commission did not meet 10/2/25. The recommendation of the lead sponsor is to adopt.

Report of Alcohol License Review Committee

23. **89683**

Change of Agent
Metcalfe Inc • dba Metcalfe Markets • 726 N Midvale Blvd
New Agent: Kelsey Peyton
Class A Beer, Class A Liquor
(District 11)

Attachments: 8600-45273 Agent Change App.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

24. **89684**

Change of Agent
Metcalfe Foods-West Inc • dba Metcalfe Markets • 7455 Mineral Point Rd
New Agent: Jason Zutter
Class A Beer, Class A Liquor
(District 9)

Attachments: LICLIA-20211-01722 Agent Change App.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

25. **89685**

Change of Agent
Ian's Pizza Frances LLC • dba Ian's Pizza • 319 N Frances St
New Agent: Aaron Brown
Class B Beer, Class C Wine
(District 2)

Attachments: LICLIB-2022-01048 Agent Change App.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

26. **89686**

Change of Agent
Kwik Trip Inc • dba Kwik Trip 1522 • 6202 Schroeder Rd
New Agent: Marsha M Kruse-Velasco

Class A Beer, Class A Cider
(District 19)

Attachments: LICLIA-2020-00793 Agent Change App (6).pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

27. **89691**

21+ Entertainment License
The Green Room Public House LLC • dba The Green Room
Capacity (in/out): 60/0
2001 Atwood Ave • Agent: John Hardy
Class B Combination Liquor & Beer • 80% alcohol, 20% food
Police Sector 410 (District 6)

Attachments: LICENT-2025-00714 App_Redacted.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER

The condition is:
1. Entertainment shall cease by midnight.

28. **89692**

21+ Entertainment License
Bernell LLC • dba Bernell's
Capacity (in/out): 99/0
2513 Seiferth Rd • Agent: Rita Adair
Class B Combination Liquor & Beer • 60% alcohol, 40% food
Police Sector 619 (District 16)

Attachments: LICENT-2025-00788 App_Redacted.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

29. **89693**

21+ Entertainment License
Bur OaK LLC • dba The Bur OaK
Capacity (in/out): 175/20
2262 Winnebago St • Agent: Corey Lockett
Class B Combination Liquor & Beer • 90% alcohol, 10% food
Police Sector 410 (District 6)

Attachments: LICENT-2025-00807 App_Redacted.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER

The conditions are:

1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.
2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

30. **90028**

Entity Reorganization
Metcalfe Foods West Inc • dba Metcalfe's West Towne
7455 Mineral Point Rd
Class A Beer, Class A Liquor
Police Sector 124 (District 9)
New LLC: Metcalfe Foods West LLC

Attachments: LICLIA-2011-01722 Entity Change.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

31. **90029**

Entity Reorganization
Metcalfe Inc • dba Metcalfe's Hilldale
726 N Midvale Blvd
Class A Beer, Class A Liquor
Police Sector 215 (District 11)
New LLC: Metcalfe LLC

Attachments: 8600-45273 Entity Change.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

32. **90030**

Request to extend license issuance beyond the 180 day limit under MGO 38.05
Rotunda Cafe LLC • dba Rotunda Cafe
1965 Atwood Ave • Agent: Melissa Schoechert
Estimated Capacity (in/out): 150/0
Class B Combination Liquor & Beer • 10% alcohol, 90% food
Police Sector 410 (District 6)

Attachments: Re _ Rotunda Cafe Liquor License extension.pdf

Legislative History

9/17/25	ALCOHOL LICENSE REVIEW COMMITTEE	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

Report of Board of Public Works

33. **89254**

SUBSTITUTE: Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Sponsors: Satya V. Rhodes-Conway, Michael E. Verveer, Tag Evers, Davy Mayer, Will Ochowicz And Bill Tishler

Attachments:
- 89254 Body - Version 2
- Tree Protection Specifications-Proposed Updates.pdf
- Tree Protection Ord Changes (7.22.25).pdf
- 89254 Public Comment 8-9-25.pdf
- Public Comments 8-10-25.pdf
- Public Comments 8-11-25.pdf
- Public Comment 8-20-25.pdf
- Public Comment 8-22-25.pdf
- Public Comments 8-25-25.pdf
- File 89254 -- FC Comment 08.25.25.pdf
- Tree Protection Specifications-Proposed Updates (08.28.25).pdf
- Public Comment Save Our Street trees 9-1-25.pdf
- Public Comment 89254-Tree protections 9-2-25.pdf
- Public Comment 89254 Support for Trees 9-2-25.pdf
- Public Comments on Street Tree Protection Ordinance 9-3-25.pdf
- 89254 Body - Version 1
- 89254 Master Report - Version 1
- Public Comment - Smart Growth's Concerns re Street Tree Protection Ordinanc
- 090325-091625_CC_public_comments.pdf
- Public Comment re legistar 89254.pdf

Legislative History

7/22/25	Attorney's Office	Referred for Introduction Board of Public Works (9/3/25), Plan Commission (8/11/25), Sustainable Madison Committee (8/20/25), Finance Committee (8/25/25), Common Council (9/16/25)
8/5/25	COMMON COUNCIL	Refer to the BOARD OF PUBLIC WORKS Additional referrals to Plan Commission, Sustainable Madison Committee, Finance Committee.
8/5/25	BOARD OF PUBLIC WORKS	Referred to the PLAN COMMISSION
8/5/25	BOARD OF PUBLIC WORKS	Referred to the SUSTAINABLE MADISON COMMITTEE
8/5/25	BOARD OF PUBLIC WORKS	Referred to the FINANCE COMMITTEE
8/11/25	PLAN COMMISSION	Re-refer to the PLAN COMMISSION On a motion by Alder Field, seconded by Solheim, the Plan Commission recommended to re-refer the Ordinance to the August 25, 2025 Plan Commission meeting.
8/25/25	SUSTAINABLE MADISON COMMITTEE	Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS
8/25/25	FINANCE COMMITTEE	Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS
8/25/25	PLAN COMMISSION	Return to Lead with the Recommendation for Approval

On a motion by Alder Field, seconded by Alder Guequierre, the Plan Commission returned the item to the Board of Public Works with a recommendation to approve and asked that the sponsors or the Board of Public Works consider further clarification on the following: 1) That the tree radius is what is used in the policy and the tree protection zone within the radius is confined to the public right-of-way, 2) That the street permit related consequences are applicable to unauthorized tree damage or removal, specifically the word “unauthorized”, 3) Where there could be a conflict with other city policies regarding placing property entrances in locations that would otherwise be prohibited but where a street tree is not present, and 4) The process for the revocation of permits and the appeal process to the Board of Public Works.

9/3/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - REPORT OF OFFICER

A motion was made by Ald. Guequierre, seconded by Ald. Lankella, to refer back to the Board of Public Works. The motion passed by voice vote/other.
Lead agency is Board of Public Works (9/17/25), Common Council (10/7/25)

9/16/25	COMMON COUNCIL	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

34. **89697** Approving roadway geometry for the construction of S High Point Rd from Mid Point Meadows Plat to Raymond Rd. (District 1, District 7)

Sponsors: John W. Duncan And Badri Lankella

Attachments: Project Overview.pdf
Roundabout Closeup.pdf
East Leg Median Update Exhibit.pdf

Legislative History

8/25/25	Engineering Division	Referred for Introduction

Board of Public Works (9/17/25), Transportation Commission (9/10/25), Common Council (10/7/25)

9/2/25	COMMON COUNCIL	Refer to the BOARD OF PUBLIC WORKS

Additional referral(s) to Transportation Committee

9/4/25	BOARD OF PUBLIC WORKS	Refer to the TRANSPORTATION COMMISSION
9/10/25	TRANSPORTATION COMMISSION	Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

35. **89827** Accepting sidewalk improvements constructed by Private Contract In 2651 East Springs Drive, Private Contract No. 9153 (District 17).

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9153 Sidewalk Schedule A.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

36. **89828** Awarding Public Works Contract No. 9657, Stricker Pond Forebay Dredging

(District 19)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9657 BidOpeningTab.pdf
9657 award.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

37. **89829** Awarding Public Works Contract No. 9659, Engineering Operations Facility Locker Room Renovation. (District 14)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9659 BidOpeningTab.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

38. **89830** Awarding Public Works Contract No. 9682, Monona Terrace Tunnel Lighting (District 4)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9682 BidOpeningTab.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

39. **89831** Accepting sanitary sewer and storm sewer constructed by Private Contract In 575 Zor Shrine Place, Private Contract No. 9088 (District 9).

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 575 Zor Shrine Pl Sanitary Schedule A Unit Cost.pdf
575 Zor Shrine Pl Storm Schedule A Unit Cost.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

40. **89832** Accepting sanitary sewer improvements constructed by Private Contract In 3841 E Washington Avenue, Private Contract No. 9253 (District 3).

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 3841 E Washington Sanitary Schedule A Unit Cost.pdf

Legislative History

9/4/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS

9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

41. **89883** Establishing revised assessments for the installation of street trees requested by the property owner (notices and public hearings have been waived). (Citywide)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: Report by City Forester Spring 2025 Final.pdf
Assessable Tree List Spring 2025 final.pdf

Legislative History

9/9/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

42. **89905** Declaring the City of Madison's intention to exercise its police powers establishing the Lake Street Sanitary Sewer Replacement Assessment District - 2025. (District 2, District 8)

Sponsors: Will Ochowicz

Legislative History

9/9/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

43. **89909** Approving Addendum No. 1 to 405 W Gorham Street, Contract No. 9553 (District 4)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9553 Addendum 1 Exhibit.pdf

Legislative History

9/9/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

44. **89913** Approving plans and specifications for public improvements necessary for the project known as 3575 University Avenue and authorizing construction to be undertaken by the Developer, Private Contract No. 9676 (District 5)

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9676 Exhibit Updated.pdf

Legislative History

9/9/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

45. **89938** Accepting stormwater management improvements constructed by Private Contract In Sugar Maple - Phase 1, Private Contract No. 2317 (District 1).

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 2317 Pond Greenway Schedule A.pdf

Legislative History

9/10/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

46. **89944** Authorizing the Mayor and Clerk to enter into a Future Phase Developer Agreement required for the conditional approval Certified Survey Map to serve the 102 S Sprecher Road CSM, Private Contract No. 9693 (District 3).

Sponsors: BOARD OF PUBLIC WORKS

Attachments: 9693 Exhibit 102 CSM SSR Future.pdf

Legislative History

9/10/25	Engineering Division	Refer to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

Report of City Clerk

47. **86239** Report of Operator License Applications October 7, 2025. See attached report for list of operators.

Attachments: New Operators

Legislative History

11/20/24	Clerk's Office	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

Report of Common Council Executive Committee

48. **87483** Adopting the Updated Elected and Appointed Official Code of Ethical Conduct

Sponsors: Bill Tishler

Attachments: PROPOSED: Updated Elected and Appointed Official Code of Ethical Conduct3
IN EFFECT: Elected and Appointed Official Code of Ethical Conduct Updated 7-
BPW Presentation Elected and Appointed Official Code of Ethical Conduct.pdf
Updated Presentation Elected and Appointed Official Code of Ethical Conduct.p
Updated 7-17-25 Elected and Appointed Official Code of Ethical Conduct.pdf
BCC Code of Conduct Feedback Notes.pdf
Draft for Discussion Code of Expected Conduct - Govindarajan Alternate.pdf
Public Comment re_ 87483.pdf

Legislative History

3/5/25	Council Office	Referred for Introduction
	Common Council Executive Committee (3/25/25), Common Council (3/25/25)	
3/11/25	COMMON COUNCIL	Refer to the COMMON COUNCIL EXECUTIVE COMMITTEE
	Additional Referrals to Board Of Public Works (5/7/25), Plan Commission (5/12/25), Board	

Of Park Commissioners (5/14/25), Landmarks Commission (5/19/25), Madison Public Library Board (6/5/25), Equal Opportunities Commission (6/12/25), Police Civilian Oversight Board (6/18/25), Transportation Commission (6/25/25), Affirmative Action Commission (7/3/25), Economic Development Committee (7/10/25), Alcohol License Review Committee (7/16/25), Disability Rights Commission (7/24/25), Common Council (8/5/25)

3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the BOARD OF PUBLIC WORKS
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the PLAN COMMISSION
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the BOARD OF PARK COMMISSIONERS
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the LANDMARKS COMMISSION
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the MADISON PUBLIC LIBRARY BOARD
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the EQUAL OPPORTUNITIES COMMISSION
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the POLICE CIVILIAN OVERSIGHT BOARD
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the TRANSPORTATION COMMISSION
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the AFFIRMATIVE ACTION COMMISSION
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the ECONOMIC DEVELOPMENT COMMITTEE
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the ALCOHOL LICENSE REVIEW COMMITTEE
3/12/25	COMMON COUNCIL EXECUTIVE COMMITTEE	Referred to the DISABILITY RIGHTS COMMISSION
3/19/25	ALCOHOL LICENSE REVIEW COMMITTEE	Re-refer to the ALCOHOL LICENSE REVIEW COMMITTEE
3/19/25	ALCOHOL LICENSE REVIEW COMMITTEE	Take Off The Table
3/19/25	ALCOHOL LICENSE REVIEW COMMITTEE	Table
5/7/25	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the Council Office
5/12/25	PLAN COMMISSION	Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE
5/19/25	LANDMARKS COMMISSION	Return to Lead with the Following Recommendation(s) to the COMMON COUNCIL EXECUTIVE COMMITTEE

The commission had no comments on the document.

6/5/25	MADISON PUBLIC LIBRARY BOARD	Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE

6/11/25	BOARD OF PARK COMMISSIONERS	Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE
6/25/25	TRANSPORTATION COMMISSION	Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE
7/16/25	ALCOHOL LICENSE REVIEW COMMITTEE	Return to Lead with the Recommendation for Approval to the COMMON COUNCIL Add terminology regarding culture and speaking to members of the media.
7/16/25	ECONOMIC DEVELOPMENT COMMITTEE	Return to Lead with the Following Recommendation(s) to the COMMON COUNCIL A motion was made by Bulgrin seconded by Liggon to return to lead with the recommendation to adopt with the following recommendations: 1. That it stay a living document 2. That it is made available to the public The motion passed unanimously by voice vote. Madison was absent at the time of the vote.
8/5/25	COMMON COUNCIL	Re-refer to the COMMON COUNCIL EXECUTIVE COMMITTEE
8/14/25	EQUAL OPPORTUNITIES COMMISSION	Return to Lead with the Recommendation for Common Council to Adopt Commissioner Klebba made a motion to approve two with general changes; 1. define the acronym BCC and be clear in the language when referring to appointed official and BCC member and make corrections throughout the document and 2. provide a clear link to the City of Madison website for public civilians to review the Alder's Code of Conduct to make complaints on Alder's behavior and lack of conduct. It was seconded by Commissioner Ketcham. The vote was unanimous.
8/20/25	POLICE CIVILIAN OVERSIGHT BOARD	Return to Lead with the Recommendation for Common Council to Adopt to the COMMON COUNCIL EXECUTIVE COMMITTEE
8/28/25	DISABILITY RIGHTS COMMISSION	Return to Lead with the Following Recommendation(s) to the COMMON COUNCIL EXECUTIVE COMMITTEE Disability Rights Commission considered file 87483 at the meeting of August 28, 2025. No action was taken.
9/4/25	AFFIRMATIVE ACTION COMMISSION	Return to Lead with the Following Recommendation(s) to the COMMON COUNCIL EXECUTIVE COMMITTEE A motion was made by Commissioner Moze, seconded by Commissioner Mathews, to approve the revisions to the code of conduct. The motion passed by voice/other.
9/16/25	COMMON COUNCIL EXECUTIVE COMMITTEE	RECOMMEND TO COUNCIL TO RE-REFER - REPORT OF OFFICER Recommend to re-refer to the 10/28/25 CCEC meeting and the 11/25/25 Council meeting.

AGENDA NOTE: Public comment will be heard when the file returns to Council on 11/25/25.

Report of Department of Planning and Community and Economic Development

49. 90236 Re-approving a Certified Survey Map of property owned by the State Historical Society of Wisconsin located at 18-30 N Carroll Street (District 4).

Sponsors: Planning Division

Attachments: Proposed CSM.pdf
2023 CSM Approval Letter.pdf
Link to CSM Resolution ID 78225

Legislative History

10/1/25	Department of Planning and Community and Economic Development	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER

Staff recommends re-approval of the proposed CSM subject to the conditions in the September 7, 2023 approval letter (attached).

50. **90237** Re-approving a Certified Survey Map of property owned by Oakhouse RE, LLC located at 2221 Mustang Way and 5026 Reef Court (District 16).

Sponsors: Planning Division

Attachments: Proposed CSM_10-01-25.pdf
CSM Approval Letter_07-05-24.pdf
Link to CSM Resolution ID 83528

Legislative History

10/1/25	Department of Planning and Community and Economic Development	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER

Staff recommends re-approval of the proposed CSM subject to the conditions in the July 5, 2024 approval letter (attached).

Report of Finance Committee

51. **89833** Authorizing a loan to Stella's Bakery of Madison or its assigns in the amount of $250,000 for real estate improvements to the commercial property at 3113 Syene Road through the TID 51 Small Cap TIF program using TID #51 incremental revenue as authorized in the TID #51 Project Plan (RES-23-00208) adopted by the Common Council on March 7, 2023. (District 14)

Sponsors: Isadore Knox Jr.

Attachments: TIF Loan Summary Stellas of Madison.pdf

Legislative History

9/4/25	Economic Development Division	Referred for Introduction

Finance Committee (9/29/25), Economic Development Committee (9/17/25), Common Council (10/7/25)

9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE

Additional referral to Economic Development Committee

9/16/25	FINANCE COMMITTEE	Referred to the ECONOMIC DEVELOPMENT COMMITTEE
9/17/25	ECONOMIC DEVELOPMENT COMMITTEE	Return to Lead with the Recommendation for Approval
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

52. **89836** Authorizing a Purchase and Sale Agreement to transfer the land and improvements at 802, 810 and 818 West Badger Road to the Community Development Authority and/or its assigns for the Park Badger Redevelopment Project. (District 14)

Sponsors: Satya V. Rhodes-Conway, John P. Guequierre, Carmella Glenn, Regina M. Vidaver And Yannette Figueroa Cole

Attachments: 12846 Park Badger Phase 1_PSA.pdf

Legislative History

9/4/25	Economic Development Division Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

53. **89855** Approving the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2024/2025 Maintenance Charges. (District 2, District 4, and District 8)

Sponsors: Michael E. Verveer And MGR Govindarajan

Attachments: 2025 Schedule A-Parcel Calculation.pdf
MallMaint_SpecialChargesMap2025-07-30.pdf

Legislative History

9/5/25	Parks Division Finance Committee (9/29/25), Downtown Coordinating Committee (9/18/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL Additional referral to Downtown Coordinating Committee	Referred to the FINANCE COMMITTEE
9/16/25	FINANCE COMMITTEE	Referred to the DOWNTOWN COORDINATING COMMITTEE
9/18/25	DOWNTOWN COORDINATING COMMITTEE	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

54. **89860** Recognizing the appointment of John Patterson and approving the terms and conditions of employment for John Patterson as City of Madison Police Chief.

Sponsors: Satya V. Rhodes-Conway

Attachments: Patterson Conditional Offer Letter - Signed.pdf
Patterson Final Contract v2.pdf

Legislative History

9/5/25	Human Resources Department Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE

9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

55. **89879** Approving an intergovernmental agreement with the Town of Blooming Grove for the City to provide building inspection services for the Town.

Sponsors: Satya V. Rhodes-Conway, Derek Field, Dina Nina Martinez-Rutherford And Sean O'Brien

Attachments: BG-COM Building Inspections Services Agreement (Draft).pdf

Legislative History

9/8/25	Attorney's Office	Referred for Introduction Finance Committee (9/29/25), Common Council (10/7/25)
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

56. **89880** Applying to the Dane County Board for exemption from the Dane County Library Tax levied under Section 43.57(3) and 43.64(2) Wisconsin Statutes.

Sponsors: Sabrina V. Madison

Attachments: 2026 EXEMPT MINIMUN LEVY.pdf

Legislative History

9/8/25	Library	Referred for Introduction Finance Committee (9/29/25), Common Council (10/7/25)
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

57. **89881** Amending the Police Department's operating budget, and authorizing the Mayor and Chief of Police (or designee) to accept a Project Safe Neighborhoods grant award of $8,082 to aid investigations into violent and gun crime.

Sponsors: Yannette Figueroa Cole, John W. Duncan And Derek Field

Legislative History

9/8/25	Police Department	Referred for Introduction Finance Committee (9/29/25), Common Council (10/7/25)
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT (15 VOTES REQUIRED) - REPORT OF OFFICER

58. **89882** Authorizing the Mayor and City Clerk to enter into a non-competitive 5-year Services Agreement with Waste Management of Wisconsin, Inc. and Deer Track Park Landfill, Inc., for disposal of certain solid waste material. (Citywide)

Sponsors: John P. Guequierre And Badri Lankella

Attachments: Non-Competitive Selection Request - Waste Management 2025.pdf

Legislative History

9/8/25	Engineering Division	Referred for Introduction Finance Committee (9/29/25), Board of Public Works (9/17/25), Common Council (10/7/25)

9/16/25	COMMON COUNCIL Additional referral to Board of Public Works	Referred to the FINANCE COMMITTEE
9/16/25	FINANCE COMMITTEE	Referred to the BOARD OF PUBLIC WORKS
9/17/25	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

59. **89898** Delete the 1.0 FTE position #1454 of Program Assistant 1; recreate the position as a Program Assistant 2; and reallocate the employee to the new position.

Sponsors: Director of Human Resources

Attachments: PB Memo Program Assistant 1 Final.pdf

Legislative History

9/8/25	Human Resources Department Finance Committee (9/29/25), Personnel Board (9/24/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL Additional referral to Personnel Board	Referred to the FINANCE COMMITTEE
9/16/25	FINANCE COMMITTEE	Referred to the PERSONNEL BOARD
9/24/25	PERSONNEL BOARD	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

60. **89915** Delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee.

Sponsors: Director of Human Resources

Attachments: PB Memo Control Systems Technician.pdf

Classification Control System Technician Draft 09-2025.pdf

Legislative History

9/9/25	Human Resources Department Finance Committee (9/29/25), Personnel Board (9/24/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL Additional referral to Personnel Board	Referred to the FINANCE COMMITTEE
9/16/25	FINANCE COMMITTEE	Referred to the PERSONNEL BOARD
9/24/25	PERSONNEL BOARD	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

61. **89925** Personnel Board Report on position studies approved through authorized administrative actions.

Attachments: 2025 PB Report YTD 9.9.25.pdf

Legislative History

9/10/25	Human Resources Department	Refer to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

62. **89926**

Approving a loan of up to $80,000 from the Community Development Division's Child Care Facilities Loan Program to Monona Grove Nursery School for use in developing new child care space, and authorizing the Mayor and City Clerk to enter into agreements with that agency to complete the specified project. (District 15)

Sponsors: Bill Tishler, Regina M. Vidaver, Dina Nina Martinez-Rutherford And Derek Field

Legislative History

9/10/25	Community Development Division Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

63. **89933**

Authorizing the execution of a Memorandum of Understanding between the City and the University of Wisconsin Board of Regents regarding the referral of eligible students to rent below market rate units as contemplated by Madison General Ordinance Section 28.071.

Sponsors: MGR Govindarajan, Satya V. Rhodes-Conway, Will Ochowicz And Michael E. Verveer

Attachments: Exhibit A - Memorandum of Understanding.pdf

Legislative History

9/10/25	Attorney's Office Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

64. **89945**

Authorizing the Mayor and City Clerk to execute agreements between the City of Madison and Dane County that govern the exchange of revenue for shared services, collaborative projects, and joint responsibilities as authorized in the 2025 Adopted Operating Budget (District 16 and citywide).

Sponsors: Barbara Harrington-McKinney, Dina Nina Martinez-Rutherford And John P. Guequierre

Attachments: DRAFT Coordinated Entry 2025.pdf
DRAFT Dairy Drive 2025.pdf
DRAFT Tenant Services 2025.pdf
INTERGOVERMENTAL FUNDING AGREEMENT BETWEEN THE CITY OF MA

Legislative History

9/10/25	Community Development Division Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

65. **89947** Adopting and confirming the Labor Agreement between the City of Madison and the Teamsters Union Local 120, affiliated with the International Brotherhood of Teamsters, for the period of January 1, 2025 through December 31, 2027

Sponsors: Satya V. Rhodes-Conway And Director of Human Resources

Attachments: 2025 Labor Relations Report Teamsters.pdf

Legislative History

9/10/25	Attorney's Office Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

66. **89948** A Resolution authorizing a competitive selection five-year contract with Integral Building Systems, Inc for the procurement, installation, and support of structured cabling, access control, audio visual systems and security cameras.

Sponsors: Satya V. Rhodes-Conway

Legislative History

9/10/25	Department of Information Technology Finance Committee (9/29/25), Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL	Referred to the FINANCE COMMITTEE
9/29/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

Report of Independent Police Monitor

67. **90083** Annual Report from the Office of the Independent Monitor, Robin Copley (2023-2024)

Attachments: OIM Annual Report - Updated.pdf

Legislative History

9/24/25	Office of the Independent Monitor	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER

Report of Madison Food Policy Council

68. **89698** Authorizing the use of a Farmland Lease Master Template for those City-owned lands being rented for farming, the administrative approval of City staff to negotiate lease terms, and the execution of lease documents by the City's Director of the Department of Planning, Community and Economic Development, or assigns. (Citywide)

Sponsors: Tag Evers, Bill Tishler And Regina M. Vidaver

Attachments: City of Madison Master Farm Lease Template 2026.pdf
Fey Comments to BPC 9-10-25.pdf
Public Comment Fey Comments to BPW 9-3-25.pdf
File 89698 -- Public Comment, FC 09.08.2025.pdf
Fey Comments to Sustainable Madison 9-15-25.pdf

Legislative History

8/25/25	Economic Development Division	Referred for Introduction
	Madison Food Policy Council (9/17/25), Board of Public Works (9/3/25), Finance Committee (9/8/25), Board of Park Commissioners (9/10/25), Sustainable Madison Committee (9/15/25), Common Council (10/7/25)	
9/2/25	COMMON COUNCIL	Refer to the MADISON FOOD POLICY COUNCIL
	Additional referrral(s) to Board of Public Works, Finance Committee, Board of Park Commissioners, Sustainable Madison Committee	
9/3/25	BOARD OF PUBLIC WORKS	Return to Lead with the Recommendation for Approval to the MADISON FOOD POLICY COUNCIL
9/4/25	MADISON FOOD POLICY COUNCIL	Refer to the BOARD OF PUBLIC WORKS
9/4/25	MADISON FOOD POLICY COUNCIL	Refer to the FINANCE COMMITTEE
9/4/25	MADISON FOOD POLICY COUNCIL	Refer to the BOARD OF PARK COMMISSIONERS
9/4/25	MADISON FOOD POLICY COUNCIL	Refer to the SUSTAINABLE MADISON COMMITTEE
9/8/25	FINANCE COMMITTEE	Return to Lead with the Recommendation for Approval to the MADISON FOOD POLICY COUNCIL
9/10/25	BOARD OF PARK COMMISSIONERS	Return to Lead with the Recommendation for Approval to the MADISON FOOD POLICY COUNCIL
9/15/25	SUSTAINABLE MADISON COMMITTEE	Return to Lead with the Following Recommendation(s) to the MADISON FOOD POLICY COUNCIL
	The recommendations are to ensure that crop rotation is worked into long-term leases and to ensure the resolution is aligned with the City's Sustainability Plan framework. The motion passes by unanimous consent.	
9/17/25	MADISON FOOD POLICY COUNCIL	RECOMMEND TO COUNCIL TO ADOPT

Report of Plan Commission

69. 89481 Approving a Certified Survey Map of property owned by Zeier Building Company located at 305 N Frances Street and 533 Conklin Place (District 2).

Sponsors: Planning Division

Attachments: Locator Maps.pdf
Subdivision Application.pdf
Proposed CSM.pdf
Link to Cond Use File 89452

Legislative History

8/8/25 Planning Division Referred for Introduction
Plan Commission (10/6/25), Common Council (10/7/25)

9/2/25 COMMON COUNCIL Refer to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

70. 89482 Approving a Certified Survey Map of property owned by Madison WT Associates, LLC generally addressed as 53 West Towne Mall (District 9).

Sponsors: Planning Division

Attachments: Locator Maps.pdf
Subdivision Application.pdf
Proposed CSM.pdf
Link to Cond Use File 89479

Legislative History

8/8/25 Planning Division Referred for Introduction
Plan Commission (10/6/25), Common Council (10/7/25)

9/2/25 COMMON COUNCIL Refer to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

71. 89766 Approving the final plat of *Raemisch Farm Development* on land generally addressed as 4000-4150 Packers Avenue (District 18).

Sponsors: Planning Division

Attachments: Locator Maps.pdf
Application.pdf
Letter of Intent.pdf
Final Plat.pdf
Staff Comments.pdf
Link to Prelim Plat Res ID 72365

Legislative History

8/28/25 Planning Division Referred for Introduction
Plan Commission (10/20/25), Common Council (10/28/25)

9/16/25 COMMON COUNCIL Referred to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

72. 89776 Approving a Certified Survey Map of property owned by 4 Lakes Properties, LLC

and Dayton-Orchard, LLC located at 120-126 N Orchard Street, 1313 Randall Court, 1314 Randall Court, and 1309-1311 W Dayton Street (District 8).

Sponsors: Planning Division

Attachments: Subdivision Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf
Link to Cond Use File 89762

Legislative History

8/29/25	Planning Division	Referred for Introduction
	Plan Commission (10/6/25), Common Council (10/7/25)	
9/16/25	COMMON COUNCIL	Referred to the PLAN COMMISSION

AGENDA NOTE: A recommendation will be made from the floor as Plan Commission meets 10/6/25.

Report of Risk Manager

73. **89643** C. Thao - Property Damage - $500.00

Legislative History

9/2/25	COMMON COUNCIL	Refer to the Risk Manager
9/30/25	Risk Manager	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER

74. **89743** S. Hassan - Property Loss - $950.00

Legislative History

9/16/25	COMMON COUNCIL	Referred to the Risk Manager
9/30/25	Risk Manager	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER

75. **89744** S. Webb - Property Damage - $500.00

Legislative History

9/16/25	COMMON COUNCIL	Referred to the Risk Manager
9/30/25	Risk Manager	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER

76. **89786** K. Phelps - Vehicle Damage - $250.00

Legislative History

9/16/25	COMMON COUNCIL	Referred to the Risk Manager
9/30/25	Risk Manager	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER

Report of Water Utility Board

77. **89627** Authorizing the execution of a Restated License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for premises at the

Lake View Water Tower located at 1202 Northport Drive. (District 18)

Sponsors: Carmella Glenn

Attachments: Item 2 - Memo - Restated Telecom License Agreement.pdf
3979 Exhibit A - License Fee Schedule.pdf
3979 Exhibit B - Description of Premises.pdf
3979 Exhibit C - Restated License Agreement.pdf

Legislative History

8/20/25	Economic Development Division Water Utility Board (9/30/25), Finance Committee (9/8/25), Common Council (10/7/25)	Referred for Introduction
9/2/25	COMMON COUNCIL Additional referral(s) to Finance Committee	Refer to the WATER UTILITY BOARD
9/3/25	WATER UTILITY BOARD	Refer to the FINANCE COMMITTEE
9/8/25	FINANCE COMMITTEE	Return to Lead with the Recommendation for Approval to the WATER UTILITY BOARD
9/30/25	WATER UTILITY BOARD	RECOMMEND TO COUNCIL TO ADOPT

Items Referred to this Meeting

Reconsideration at the request of Alder Harrington-McKinney

78. **89347** Authorizing execution of a sole source $150,000 contract with Downtown Madison Inc. for the preparation of a Downtown Economic Investment Strategy (District 2, District 4, District 6, District 8, and District 13).

Sponsors: Michael E. Verveer, Will Ochowicz And MGR Govindarajan

Attachments: Madison Greater Downtown Economic Investment Strategy_MIGSOW_0620202
DMI EIS Contract Appendix A_Coordination Deliverables 072925.pdf
Madison Process Graphic.pdf
Non-Competitive Selection Request - Downtown Madison Inc.pdf
File 89347 -- FC Comment 08.25.25.pdf
082625_CC_public_comments.pdf
090325_CC_public_comments.pdf

Legislative History

7/29/25	Department of Planning and Community and Economic Development Finance Committee (8/25/25), Common Council (9/2/25)	Referred for Introduction
8/5/25	COMMON COUNCIL	Refer to the FINANCE COMMITTEE
8/25/25	FINANCE COMMITTEE	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER
9/2/25	COMMON COUNCIL	Adopt
9/16/25	COMMON COUNCIL	Reconsider

Resolutions

79. 89777 Approving a Certified Survey Map of property owned by Rohr Chabad House at the University of Wisconsin, Inc. located at 223-225 W Gilman Street (District 2).

Sponsors: Planning Division

Attachments: Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

8/29/25	Planning Division Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL Adopt 10/7/25	Refer to a future Meeting to Adopt to the COMMON COUNCIL
10/2/25	Department of Planning and Community and Economic Development	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

The proposed Certified Survey Map will be administratively approved as allowed by MGO Section 16.23(4)(f) subject to the conditions to be satisfied prior to final approval and recording. Staff recommends adoption of the resolution. [The letter with conditions will be available prior to action by the Common Council.]

80. 89778 Approving a Certified Survey Map of property owned by Capitol Lakes, Inc. located at 333-345 W Main Street, 110 S Henry Street, and 334 W Doty Street (District 4).

Sponsors: Planning Division

Attachments: Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

8/29/25	Planning Division Common Council (10/7/25)	Referred for Introduction
9/16/25	COMMON COUNCIL Adopt 10/7/25	Refer to a future Meeting to Adopt to the COMMON COUNCIL
10/2/25	Department of Planning and Community and Economic Development	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

The proposed Certified Survey Map will be administratively approved as allowed by MGO Section 16.23(4)(f) subject to the conditions to be satisfied prior to final approval and recording. Staff recommends adoption of the resolution. [The letter with conditions will be available prior to action by the Common Council.]

Introduction of New Business for Referral Without Debate

Operating Budget

81. 90249 2026 Executive Operating Budget

Legislative History

10/1/25 Clerk's Office Referred for Introduction

Finance Committee (Public Hearings 10/13/25, 10/27/25, additional briefing with no public comment 10/14/25), Common Council (Public Hearings - 10/28/25, 11/11/25)

Ordinances

82. **90169** Creating Section 23.202 of the Madison General Ordinances related to Age Restrictions on Hemp-Derived THC Products.

Sponsors: Yannette Figueroa Cole And Regina M. Vidaver

Attachments: 90169 Body

Legislative History

9/29/25 Attorney's Office Referred for Introduction

Board of Public Health Madison and Dane County (11/5/25), Economic Development Committee (10/15/25), Common Council (11/25/25)

83. **90174** Creating Section 28.022-00729 of the Madison General Ordinances to change the zoning of property located at 1233-1241 Moorland Road from SR-C1 (Suburban Residential-Consistent 1) District to A (Agricultural) District. (District 14)

Sponsors: Planning Division

Attachments: 1233-1241 Moorland Road

Rezoning Exhibit

Legislative History

9/30/25 Attorney's Office Referred for Introduction

Plan Commission Public Hearing (11/3/25), Common Council (11/25/25)

84. **90190** Amending Section 33.02 of the Madison General Ordinances to update the composition, terms, and duties of the Alcohol License Review Committee.

Sponsors: Satya V. Rhodes-Conway, Yannette Figueroa Cole And Carmella Glenn

Legislative History

9/30/25 Attorney's Office Referred for Introduction

Alcohol License Review Committee (10/15/25), Common Council (10/28/25)

85. **90205** Creating Section 15.01(664) of the Madison General Ordinances entitled “City Boundaries" and being part of the chapter entitled “Alder Districts and Wards" attaching to the 1st Alder District approximately 33.4 acres of land located in the northeastern quadrant of South Pleasant View Road and Mid Town Road from the Town of Middleton, creating Section 15.02(136) of the Madison General Ordinances to attach the property to Ward 136, amending 15.03(1) to add Ward 136 to Alder District 1, and assigning a temporary zoning classification of Temp. A (Agricultural) District. (District 1)

Sponsors: Satya V. Rhodes-Conway

Attachments: JDM Properties Worksheet_Initial_09-30-25.pdf

Attachment Map.pdf

Legislative History

9/30/25 Attorney's Office Referred for Introduction
Common Council (10/28/25)

86. **90212** Amending Section 3.35(12)(a) of the Madison General Ordinances related to Ethics Complaints to clarify who may submit a complaint to the Ethics Board.

Sponsors: Michael E. Verveer

Legislative History

9/30/25 Attorney's Office Referred for Introduction
Ethics Board (10/22/25), Common Council (10/2825)

87. **90214** Amending various sections of the Madison General Ordinances to correct inconsistencies and improper references in the Madison General Ordinances, constituting a 2025 City Attorney Revisor's Ordinance.

Sponsors: CITY ATTORNEY

Attachments: 90214 Body

Legislative History

10/1/25 Attorney's Office Referred for Introduction
Common Council Executive Committee (10/28/25), Common Council (10/28/25)

Resolutions

88. **89920** Establishing the Ad Hoc Madison LakeWay Public Art Selection Committee (District 4, District 6, District 13, and District 14)

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

Legislative History

9/9/25 Planning Division Referred for Introduction
Madison Arts Commission (10/15/25), Common Council (10/28/25)

89. **90015** Approving a Certified Survey Map of property owned by Volker Development, Inc. located at 3222-3238 E Washington Avenue and 3229 Ridgeway Avenue (District 12).

Sponsors: Planning Division

Attachments: CSM Application.pdf
Proposed CSM.pdf

Legislative History

9/12/25 Planning Division Referred for Introduction
Plan Commission (10/20/25), Common Council (10/28/25)

90. **90017** Approving a Certified Survey Map of property owned by RE Supper Club, LLC and Daniel R. and Heidi L. Finke located at 4506-4514 Verona Road (District 10).

Sponsors: Planning Division

Attachments: CSM Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

9/12/25 Planning Division Referred for Introduction
Common Council (10/28/25)

91. **90018** Approving a Certified Survey Map of property owned by the Patrick T. Flesch and Kristen D. Flesch Revocable Trust located at 6105 S Highlands Avenue (District 19).

Sponsors: Planning Division

Attachments: CSM Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

9/12/25 Planning Division Referred for Introduction
Common Council (10/28/25)

92. **90019** Approving a Certified Survey Map of property owned by the Madison Metropolitan Sewerage District located at 1201-1241 Moorland Road (District 14).

Sponsors: Planning Division

Attachments: CSM Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

9/12/25 Planning Division Referred for Introduction
Plan Commission (11/3/25), Common Council (11/25/25)

93. **90026** Authorizing the City of Madison to Contract with Diehl & Neumaier Company to Recycle the Metals and Appliances Collected by the Streets Division

Sponsors: Satya V. Rhodes-Conway

Attachments: Non-Competitive Selection Request - DIEHL & NEUMAIER COMPANY.pdf

Legislative History

9/15/25 Streets Division Referred for Introduction
Finance Committee (10/13/25), Common Council (10/28/25)

94. **90027** Authorizing the City of Madison to Enter into a New Contract with Pellitteri Waste Systems for the Sorting, Processing, and Marketing of Recyclables Collected by the Streets Division

Sponsors: Satya V. Rhodes-Conway

Legislative History

9/15/25 Streets Division Referred for Introduction
Finance Committee (10/13/25), Common Council (10/28/25)

95. **90103** Amending the City of Madison Official Map to remove mapped reservations for future public streets located on Block 2 of the University Addition to Madison in the Northwest Quarter of Section 23, Township 7 North, Range 9 East in the City of Madison, on land generally addressed as 975 University Avenue. (District

8)

Sponsors: MGR Govindarajan

Attachments: Exhibit A.pdf
Resolution 47176_09-18-90.pdf

Legislative History

9/30/25 Planning Division Referred for Introduction
Plan Commission (11/3/25), Transportation Commission (10/22/25), Board of Public Works (10/29/25), Common Council (11/25/25)

96. **90127** Approving a Certified Survey Map of property owned by 3618 MF, LLC located at 3618 Milwaukee Street (District 15).

Sponsors: Planning Division

Attachments: CSM Application.pdf
Letter of Intent.pdf
Proposed CSM.pdf

Legislative History

9/26/25 Planning Division Referred for Introduction
Plan Commission (11/17/25), Common Council (11/25/25)

97. **90165** Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Sponsors: John W. Duncan

Attachments: 4118 Exhibit A.pdf
4118 Exhibit B.pdf
4118 Exhibit C.pdf

Legislative History

9/29/25 Economic Development Division Referred for Introduction
Water Utility Board (10/29/25), Finance Committee (10/13/25), Common Council (11/25/25)

98. **90171** Create a new classification series of Transit HR Generalist 1-2 in CG44, R04 and R06; delete the classification of Transit HR Manager in CG44, R12, and recreate vacant position #2902 as a Transit HR Generalist 2.

Sponsors: Director of Human Resources

Attachments: PB Memo Transit HR Generalist 9-2025.pdf
Transit HR Generalist 1-2 9-2025.doc

Legislative History

9/30/25 Human Resources Department Referred for Introduction
Finance Committee (10/13/25), Personnel Board (10/8/25), Common Council (10/28/25)

99. **90172** Create new or modify existing classifications for position placement in the Finance Department operating budget.

Sponsors: Director of Human Resources

Attachments: Personnel Board Memo - Finance Position Studies.pdf

Legislative History

9/30/25 Human Resources Department — Referred for Introduction

Finance Committee (10/13/25), Personnel Board (10/8/25), Common Council (10/28/25)

100. **90173** Amending the City of Madison Official Map to remove a mapped reservation for a future public street located in the West Half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East, in the City of Madison, on land addressed as 1201 Moorland Road (District 14).

Sponsors: Regina M. Vidaver

Attachments: Exhibit A.pdf

Exhibit B.pdf

Link to CSM File ID 90019

Legislative History

9/30/25 Planning Division — Referred for Introduction

Plan Commission (11/3/25), Transportation Commission (10/22/25), Board of Public Works (10/29/25), Common Council (11/25/25)

101. **90176** Authorizing the Mayor and the City Clerk to enter into an agreement with The Goodyear Tire & Rubber Company for provision of leasing tires to Metro Transit for a fixed-rate contract for a three (3) year period beginning on December 1, 2025, with two (2) optional extension periods of one (1) year each. If both extensions go into effect, the full duration of this contract will be five (5) years.

Sponsors: Dina Nina Martinez-Rutherford, Barbara Harrington-McKinney And Will Ochowicz

Legislative History

9/30/25 Metro Transit — Referred for Introduction

Finance Committee (10/13/25), Common Council (10/28/25)

102. **90193** Supporting and approving the City of Madison applications to WisDOT for Federal funding under the 2026-2030 Transportation Alternatives Program (TAP), the acceptance of the grant if awarded, and authorizes the Mayor and City Clerk to enter into a grant agreement with WisDOT if awarded the grant (District 3, District 10, District 11, District 15).

Sponsors: Satya V. Rhodes-Conway, Derek Field, Barbara Harrington-McKinney, Yannette Figueroa Cole, Sean O'Brien And Bill Tishler

Legislative History

9/30/25 Traffic Engineering Division — Referred for Introduction

Transportation Commission (10/22/25), Finance Committee (10/13/25), Common Council (10/28/25)

103. **90197** Authorizing the Parks Division to submit, and if awarded, accept a grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept the grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District

12)

Sponsors: Carmella Glenn

Legislative History

9/30/25 Parks Division Referred for Introduction
Finance Committee (10/13/25), Board of Park Commissioners (10/8/25), Common Council (10/28/25)

104. **90198** Authorizing a noncompetitive purchase of goods from Jefferson Fire & Safety, Inc., as a sole source provider of 3M Scott fire and safety products serving Dane County, WI, for the replacement of all self-contained breathing apparatuses used by the City of Madison Fire Department.

Sponsors: Satya V. Rhodes-Conway

Attachments: 2025 3M Scott Sole Source Letter.pdf

Legislative History

9/30/25 Fire Department Referred for Introduction
Finance Committee (10/13/25), Common Council (10/28/25)

105. **90199** Authorizing Madison Public Library to submit, and if awarded, accept grant of up to $2,000,000 from the State of Wisconsin Department of Administration for Imagination Center at Reindahl Park construction and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award. (District 12)

Sponsors: Sabrina V. Madison

Legislative History

9/30/25 Library Referred for Introduction
Finance Committee (10/13/25), Madison Public Library Board (10/9/25), Common Council (10/28/25)

106. **90204** Authorizing the Parks Division to submit, and if awarded, accept grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District 15)

Sponsors: Dina Nina Martinez-Rutherford

Legislative History

9/30/25 Parks Division Referred for Introduction
Finance Committee (10/13/25), Board of Park Commissioners (10/8/25), Common Council (10/28/25)

107. **90216** Approving a maintenance agreement for privately maintained improvements within the public right of way adjacent to Lot 1, CSM 16580. (District 8)

Sponsors: John P. Guequierre, Badri Lankella And Regina M. Vidaver

Attachments: 9528 Exhibit.pdf
Park_St_232-MaintenanceAgreement-UWsigned.pdf

Legislative History

10/1/25 Engineering Division Referred for Introduction
Board of Public Works (10/8/25), Common Council (10/28/25)

108. 90233

Amending the 2025 adopted operating budget for the City of Madison Fire Department to accept $66,840.91 of grant funding from the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the 2024 Assistance to Firefighters Grant (AFG).

Sponsors: Satya V. Rhodes-Conway

Attachments: FEMA AFG - Award Package.pdf

Legislative History

10/1/25 Fire Department Referred for Introduction
Finance Committee (10/13/25), Common Council (10/28/25)

109. 90234

Approving an agreement between the County of Dane and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for the annual costs associated with using the Elite Platform services provided by ImageTrend, LLC.

Sponsors: Satya V. Rhodes-Conway

Legislative History

10/1/25 Fire Department Referred for Introduction
Finance Committee (10/13/25), Common Council (10/28/25)

Licenses

110. 90109

Public Hearing - New License
Crown Hospitality Group LLC • dba Taj Indian Cuisine and Bar
444 S Park St • Agent: Vishal Kumar
Estimated Capacity (in/out): 140/30
Class B Combination Liquor & Beer • 30% alcohol, 70% food
Police Sector 203 (District 13)

Attachments: LICLIB-2025-00837 App.pdf
LICLIB-2025-00837 Supplemental.pdf
444 S Park St map.pdf

Legislative History

9/26/25 Clerk's Office Referred for Introduction
Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

111. 90110

Public Hearing - New License
The Baked Lab LLC • dba Baked Lab
2044 Atwood Ave • Agent: Shawn Bolduc
Estimated Capacity (in/out): 15/0
Class B Beer, Class C Wine • 10% alcohol, 85% food, 5% other
Police Sector 410 (District 6)

Attachments: LICLIB-2025-00840 App.pdf
LICLIB-2025-00840 Supplemental.pdf
2044 Atwood Ave map.pdf

Legislative History

9/26/25 Clerk's Office Referred for Introduction
Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

112. **90111**

Public Hearing - New License
Welcome Hotels, Inc • dba EconoLodge
4726 E Washington Ave • Agent: Kishan Patel
Estimated Capacity (in/out): 75/0
Class B Combination Liquor & Beer • 5% alcohol, 95% food
Police Sector 518 (District 17)

Attachments: LICLIB-2025-00882 App (2).pdf
LICLIB-2025-00882 Supplemental.pdf
4726 E Washington Ave map.pdf

Legislative History

9/26/25 Clerk's Office Referred for Introduction
Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

113. **90112**

Public Hearing - New License
Mike & Friends LLC • dba Dill Dinkers Madison
5004 Tradewinds Pkwy • Agent: Eric Herkurt-Oakland
Estimated Capacity (in/out): 100/0
Class B Beer • 5% alcohol, 0% food, 95% other
Police Sector 620 (District 16)

Attachments: LICLIB-2025-00887 App.pdf
LICLIB-2025-00887 Supplemental.pdf
5004 Tradewinds Pkwy map.pdf

Legislative History

9/26/25 Clerk's Office Referred for Introduction
Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Presentation of Claims Against the City

Claims - Refer to the Risk Manager

114. **89929** K. Warren - Property Damage - $1,599.08

115. **89932** L. Spanbauer - Vehicle Damage - $4,195.71

116. **89941** B. Haltinner - Property Damage - $425.00

117. **90059** Blackhawk Technical College - Property Damage - $17,009.39

118. **90062** A. Churchill - Property Damage - $500.00

119. 90076 State Farm - Vehicle Damage - $3,044.65

120. 90080 Madison Property Management - Property Damage - $10,000.00

121. 90102 D. Wenzel - Vehicle Damage - $1,160.59

The following items were introduced from the floor at the last common council meeting and are on this agenda pursuant to sec. 2.05(1)(b), mgo, solely for the purpose of adding additional referrals.

122. 89942 Adopting the updated ADA Transition Plan

Sponsors: Satya V. Rhodes-Conway

Attachments: ADA Transition Plan

Legislative History

9/11/25	Civil Rights Department	Referred for Introduction
	Disability Rights Commission (11/20/25), Transportation Commission (10/8/25) Board of Public Works (10/29/25), Common Council (12/9/25)	
9/16/25	COMMON COUNCIL	Refer to the DISABILITY RIGHTS COMMISSION
	Additional referral to Transportation Commission and Board of Public Works	
9/16/25	DISABILITY RIGHTS COMMISSION	Referred to the TRANSPORTATION COMMISSION
9/16/25	DISABILITY RIGHTS COMMISSION	Referred to the BOARD OF PUBLIC WORKS

Announcements & Introductions of Items from the Floor

Adjournment

City of Madison

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

Master

File Number: 90166

File ID:	90166	**File Type:**	Resolution	**Status:**	Honoring Resolution
Version:	1	**Reference:**		**Controlling Body:**	Council Office
				File Created Date :	09/29/2025
File Name:	White Cane Safety Day 2025			**Final Action:**	

Title: Proclaiming October as Pedestrian Safety Month and October 15, 2025, as White Cane Safety Day in the City of Madison.

Notes:

Sponsors: Satya V. Rhodes-Conway, Regina M. Vidaver, MGR Govindarajan, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, John P. Guequierre, Barbara Harrington-McKinney, Isadore Knox Jr., Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Joann Pritchett, Bill Tishler And Michael E. Verveer

Effective Date:

Attachments:

Enactment Number:

Author: Mayor's Office Staff

Hearing Date:

Entered by: imatthias@cityofmadison.com

Published Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Office	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT				

Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT

Text of Legislative File 90166

Fiscal Note

No fiscal impact.

Title

Proclaiming October as Pedestrian Safety Month and October 15, 2025, as White Cane Safety Day in the City of Madison.

Body

WHEREAS, on October 6, 1964, the United States Congress designated October 15 of each year as White Cane Safety Day; and,

WHEREAS, in 2020, the United States Department of Transportation's National Highway Traffic Safety Administration designated October of each year as Pedestrian Safety Month; and,

WHEREAS, safe, accessible streets are essential for the well-being of all residents, including children, older adults, and people with disabilities; and,

WHEREAS, thousands of Wisconsinites, including over 100,000 with vision loss, rely on sidewalks, curb ramps, accessible pedestrian signals, white canes, and service animals to navigate public spaces safely; and,

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and,

WHEREAS, greater awareness of the White Cane Law leads to safer, more attentive driving in general, enhancing the safety of all pedestrians, including children, elders and people with disabilities; and,

WHEREAS, communities have the opportunity to implement many proven features to enhance the safety of all pedestrians, including sidewalks, accessible pedestrian signals, curb ramps, high visibility crosswalks, traffic calming, and accessible design;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council do hereby proclaim October as Pedestrian Safety Month and October 15, 2025, as White Cane Safety Day in the City of Madison and acknowledge the importance of pedestrian safety year-round.

City of Madison

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

Master

File Number: 86547

File ID:	86547	**File Type:**	Report	**Status:**	Consent Agenda
Version:	1	**Reference:**		**Controlling Body:**	Council Office
				File Created Date :	12/27/2024
File Name:	Consent Agenda Document (10/7/25)			**Final Action:**	
Title:	Consent Agenda Document (10/7/25)				
Notes:					
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	lwindsor-engnell@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Office	12/27/2024	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER				
	Action Text:	This Report was RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER					

Text of Legislative File 86547

Title
Consent Agenda Document (10/7/25)

City of Madison

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

Master

File Number: 88502

File ID: 88502 **File Type:** License **Status:** Council Recessed Public Hearing

Version: 1 **Reference:** **Controlling Body:** ALCOHOL LICENSE REVIEW COMMITTEE

File Created Date : 05/28/2025

File Name: **Final Action:**

Title: Public Hearing - New License
Speedway LLC • dba Speedway 4132
4902 Verona Rd • Agent: Charles Satterfield
Class A Beer, Class A Liquor
Police Sector 212 (District 10)

Notes:

Sponsors: **Effective Date:**

Attachments: LICLIA-2025-00456 App.pdf, LICLIA-2025-00456 Supplemental.pdf, 4902 Verona Rd map.pdf **Enactment Number:**

Author: **Hearing Date:**

Entered by: jverbick@cityofmadison.com **Published Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	05/28/2025	Referred for Introduction				
	Action Text: This License was Referred for Introduction						
	Notes: Alcohol License Review Committee- Public Hearing (6/18/25), Common Council (7/1/25)						
1	COMMON COUNCIL	06/03/2025	Referred for Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE			
	Action Text: This License was Referred for Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE						
1	ALCOHOL LICENSE REVIEW COMMITTEE	06/18/2025	RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE			Pass
	Action Text: A motion was made by Westra, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.						
	Notes: Alcohol License Review Committee- Public Hearing (7/16/25), Common Council (8/5/25)						

1	COMMON COUNCIL	07/01/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	07/16/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Westra, seconded by Carter, to RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

Notes: Alcohol License Review Committee- Public Hearing (8/20/25), Common Council (9/2/25)

1	COMMON COUNCIL	08/05/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Govindarajan, seconded by Guequierre, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	08/20/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Carter, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

Two registrations in support.

Notes: Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)

1	COMMON COUNCIL	09/02/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	

Action Text: This License was RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE

Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 88502

Title

Public Hearing - New License
Speedway LLC • dba Speedway 4132
4902 Verona Rd • Agent: Charles Satterfield
Class A Beer, Class A Liquor
Police Sector 212 (District 10)

Liquor/Beer License Application

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

(Agenda Item Number) _____

(Legistar file number) LICLIA-2025-00456

(License number) _____

10 (Alder District #) 212 (Police Sector)

Office Use Only

Class A: ☑ Beer, ☑ Liquor, ☐ Cider
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☑ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Speedway LLC

2. Trade Name (doing business as) Speedway 4132

3. Address to be licensed 4902 Verona Road

4. Mailing address Attn: Licensing Dept. PO Box 139044 Dallas TX 75313

5. Anticipated opening date Already open we want to add Class A Liquor along with our Class A Beer

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☑ No ☐ Yes (explain)

   _____

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

   _____

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Alcoholic beverages are sold at the cash register and stored on the main sales floor, coolers, utility/storage closet.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: N/A Outdoor: _____

10. Describe existing parking and how parking lot is to be monitored.

    _____

    _____

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to Speedway LLC (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Charles Satterfield

13. City, state in which agent resides Fitchburg, Wi

14. How long has the agent continuously resided in the State of Wisconsin? Over 20 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed _____

16. State and date of registration of corporation, nonprofit organization, or LLC.

    07/18/1997 DE

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
President	David L. Seltzer	Southlake, TX 76092
Vice President	Rory L. King	Heath, TX 75032

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    _____

19. Is applicant a subsidiary of any other corporation or LLC?

    ☐ No ☑ Yes (explain) SEI Speedway Holdings LLC 86-2507617

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☑ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☑ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

n/a

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. _____

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
_____ % Alcohol _____ % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☐ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ No ☑ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 0000048548-03 _ _ _ _ - _ _

39. Federal Employer Identification Number 31-1551430

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Shameka Wiley

Business phone 972-828-1888 Business e-mail address shameka.wiley2@7-11.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☑ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☑ Appointment of Agent (if Corp/LLC),
☐ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans,
☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor) 04/10/2025 (Date)

Clerk's Office checklist for complete applications

☑ WI Seller's Permit Certificate (matching articles of incorporation)	☑ Background investigation form(s)	☑ Floor Plans
☑ FEIN	☐ ~~Form for surrender of previous license~~	☑ Lease
☑ Written description of premises	☑ *Articles of Incorporation	☑ Business Plan
	☑ *Appointment of Agent	☐ **Sample Menu
	* Corporation/LLC only	** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

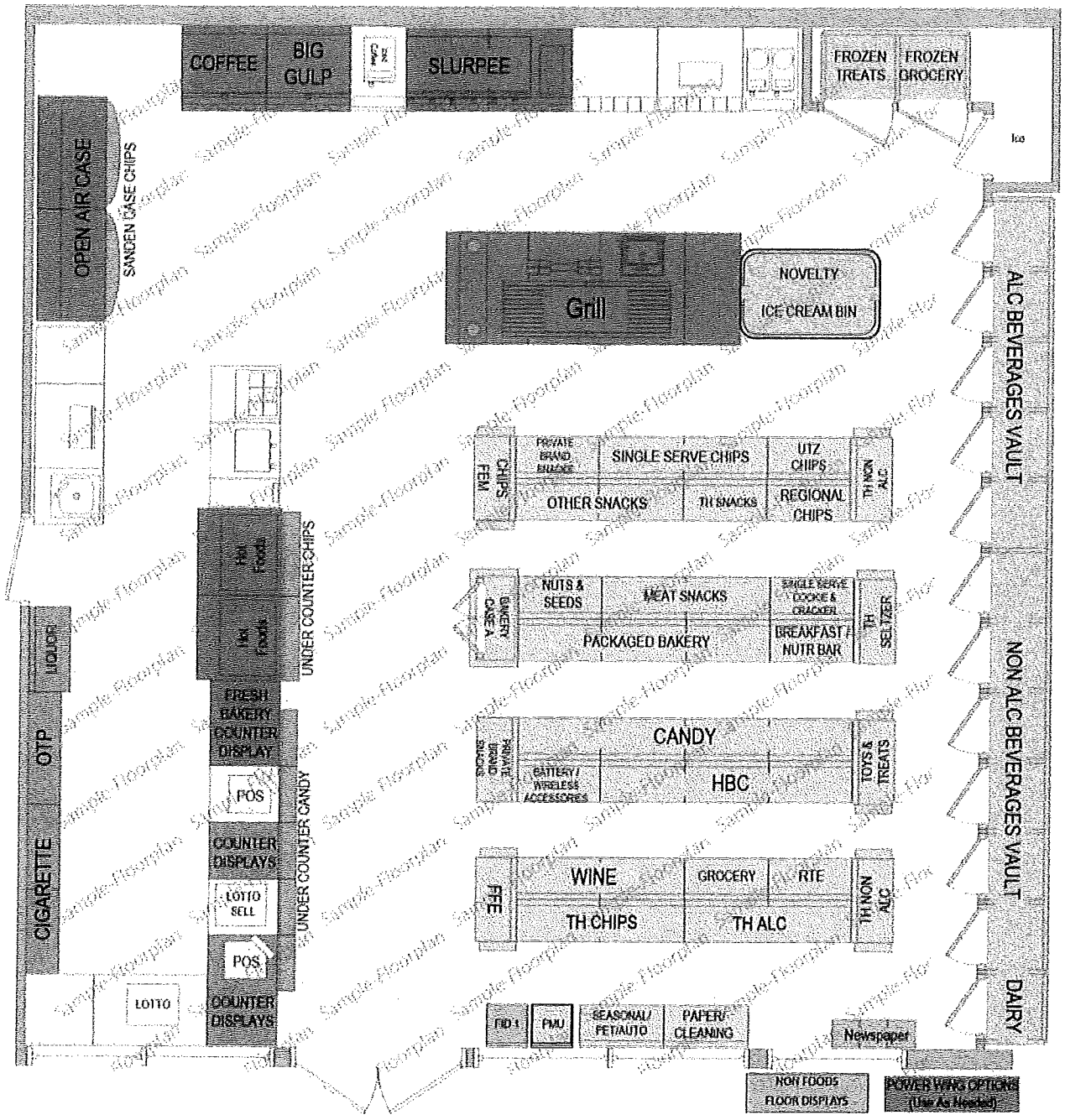
Date complete application filed with Clerk's Office 5/12/25

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

Click the category on the sample floor plan below for Store 35851 Schematics

Click here for Schematics Introduction Documents
Click here for example FootPrints
Click here for store specific Floor Plans (if none is available, the "page cannot be found" message will be displayed)
Click here for store specific Footprints (if none is available, the "page cannot be found" message will be displayed)



CHANGE STORE

June 2025 ALRC New License

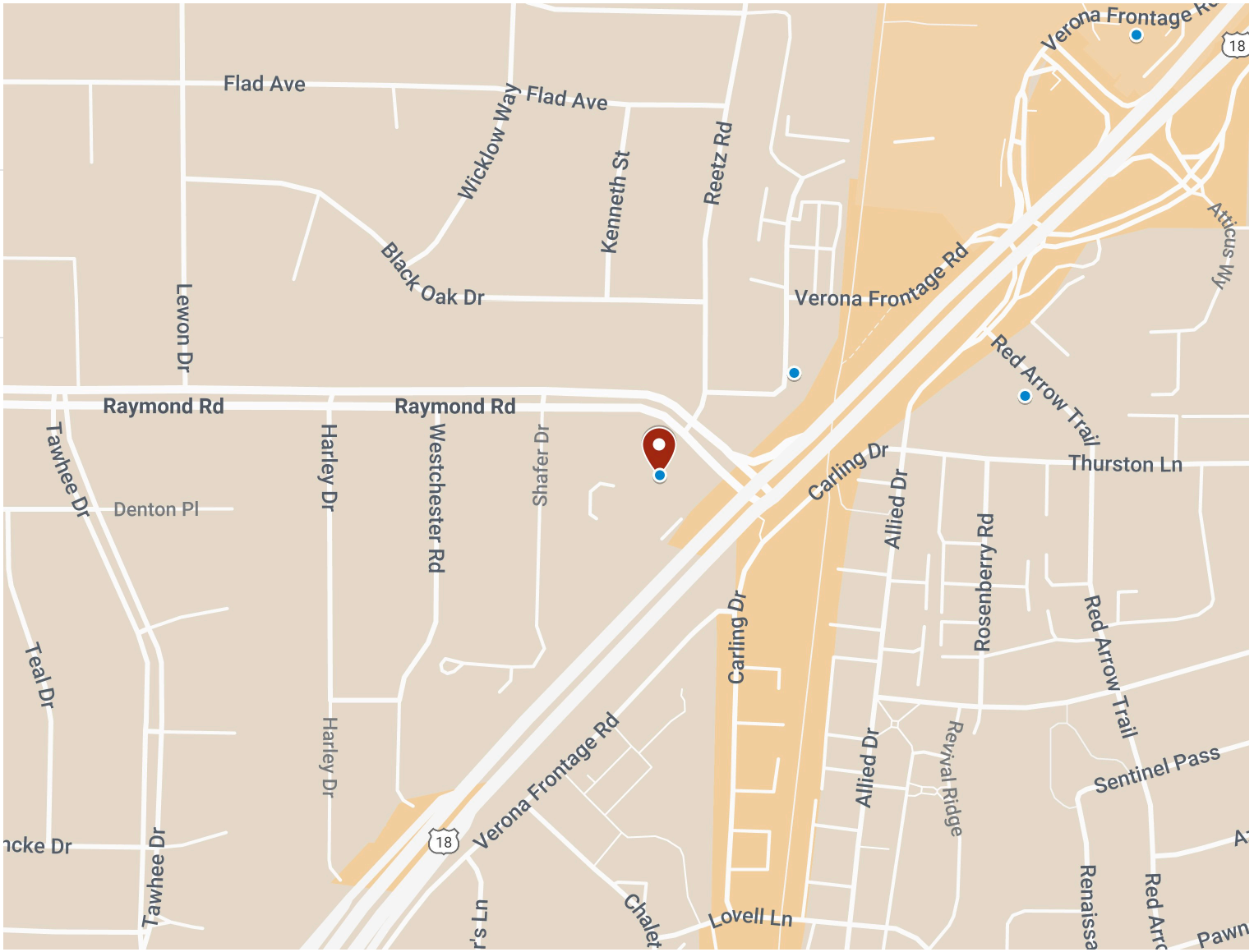
Existing Licenses.xlsx

All items

New Licenses.xlsx

All items

New licenses are drops, existing licenses are dots.



City of Madison

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

Master

File Number: 88503

File ID:	88503	**File Type:**	License	**Status:**	Council Recessed Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	05/28/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
7-Eleven Inc • dba 7-Eleven #35851J
2216 University Ave • Agent: Christopher Martinez Perez
Class A Beer, Class A Liquor
Police Sector 206 (District 5)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIA-2025-00471 App.pdf, LICLIA-2025-00471 Supplemental.pdf, 2216 University Ave map.pdf, Alder Vidaver Comments.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	05/28/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (6/18/25), Common Council (7/1/25)					
1	COMMON COUNCIL	06/03/2025	Referred for Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE			
	Action Text:	This License was Referred for Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE					
1	ALCOHOL LICENSE REVIEW COMMITTEE	06/18/2025	RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE			Pass
	Action Text:	A motion was made by Westra, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO RE-REFER - PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
	Notes:	Alcohol License Review Committee- Public Hearing (7/16/25), Common Council (8/5/25)					

1	COMMON COUNCIL	07/01/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	07/16/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Westra, seconded by Carter, to RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

Notes: Alcohol License Review Committee- Public Hearing (8/20/25), Common Council (9/2/25)

1	COMMON COUNCIL	08/05/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Govindarajan, seconded by Guequierre, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	08/20/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Carter, seconded by Glenn, to RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

One registration in support.

Notes: Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)

1	COMMON COUNCIL	09/02/2025	Re-refer for Recessed Public Hearing	ALCOHOL LICENSE REVIEW COMMITTEE	Pass

Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Re-refer for Recessed Public Hearing to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING	ALCOHOL LICENSE REVIEW COMMITTEE	

Action Text: This License was RECOMMEND TO COUNCIL TO RE-REFER - RECESSED PUBLIC HEARING to the ALCOHOL LICENSE REVIEW COMMITTEE

Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 88503

Title

Public Hearing - New License
7-Eleven Inc • dba 7-Eleven #35851J
2216 University Ave • Agent: Christopher Martinez Perez
Class A Beer, Class A Liquor
Police Sector 206 (District 5)

Liquor/Beer License Application

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

(Agenda Item Number)

(Legistar file number)

LICLIA-2025-00471
(License number)

S, Vidaver 206
(Alder District #) (Police Sector)

Office Use Only

RECEIVED
MAY 14 2025
MADISON CITY CLERK

Class A: ☐ Beer, ☒ Liquor, ☐ Cider
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☑ Corporation/Nonprofit Organization or ☐ Limited Liability Company exactly as it appears on your State Seller's Permit.
   7-Eleven Inc
2. Trade Name (doing business as) 7-Eleven Inc. #35853J
3. Address to be licensed 2216 UNIVERSITY AVE. Madison WI, 53726
4. Mailing address Attn: Licensing Dept. PO Box 139044 Dallas TX 75313
5. Anticipated opening date Already open and want to add Class A
6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?
   ☑ No ☐ Yes (explain)
7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.
   Alcoholic beverages are sold at the cash register and stored on the main sales floor, coolers utility/Storage closet.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: N/A Outdoor: _____

10. Describe existing parking and how parking lot is to be monitored.

    _____

    _____

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to 7- Eleven # 35851J (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Christopher Martinez Perez

13. City, state in which agent resides Madison WI

14. How long has the agent continuously resided in the State of Wisconsin? 5 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed _____

16. State and date of registration of corporation, nonprofit organization, or LLC.
    DE, 07/18/1997

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
President	David L. Seltzer	Southlake Tx 76092
Vice President	Rory L. King	Heath, TX 75032

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent. CORPORATE CREATIONS NETWORK INC.
    301 S. BEDFORD ST. STE 1
    MADISON , WI 53703

19. Is applicant a subsidiary of any other corporation or LLC?

    ☑ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☑ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☑ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises N/A

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. _____

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
_____ % Alcohol _____ % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☐ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 0000140841-04 _ _ _ _ _ - _ _

39. Federal Employer Identification Number 75-1085131

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Shameka Wiley

Business phone 972-828-1888 Business e-mail address shameka.wiley2@7-11.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☐ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☑ Appointment of Agent (if Corp/LLC), ☐ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans, ☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor) 04/12/2025 (Date)

Clerk's Office checklist for complete applications

- ☑ WI Seller's Permit Certificate (matching articles of incorporation)
- ☑ FEIN
- ☑ Written description of premises
- ☑ Background investigation form(s)
- ☐ Form for surrender of previous license
- ☑ *Articles of Incorporation
- ☑ *Appointment of Agent

* Corporation/LLC only

- ☑ Floor Plans
- ☑ Lease
- ☐ Business Plan
- ☐ **Sample Menu

** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☑ Orange sign ☑ Orange business card

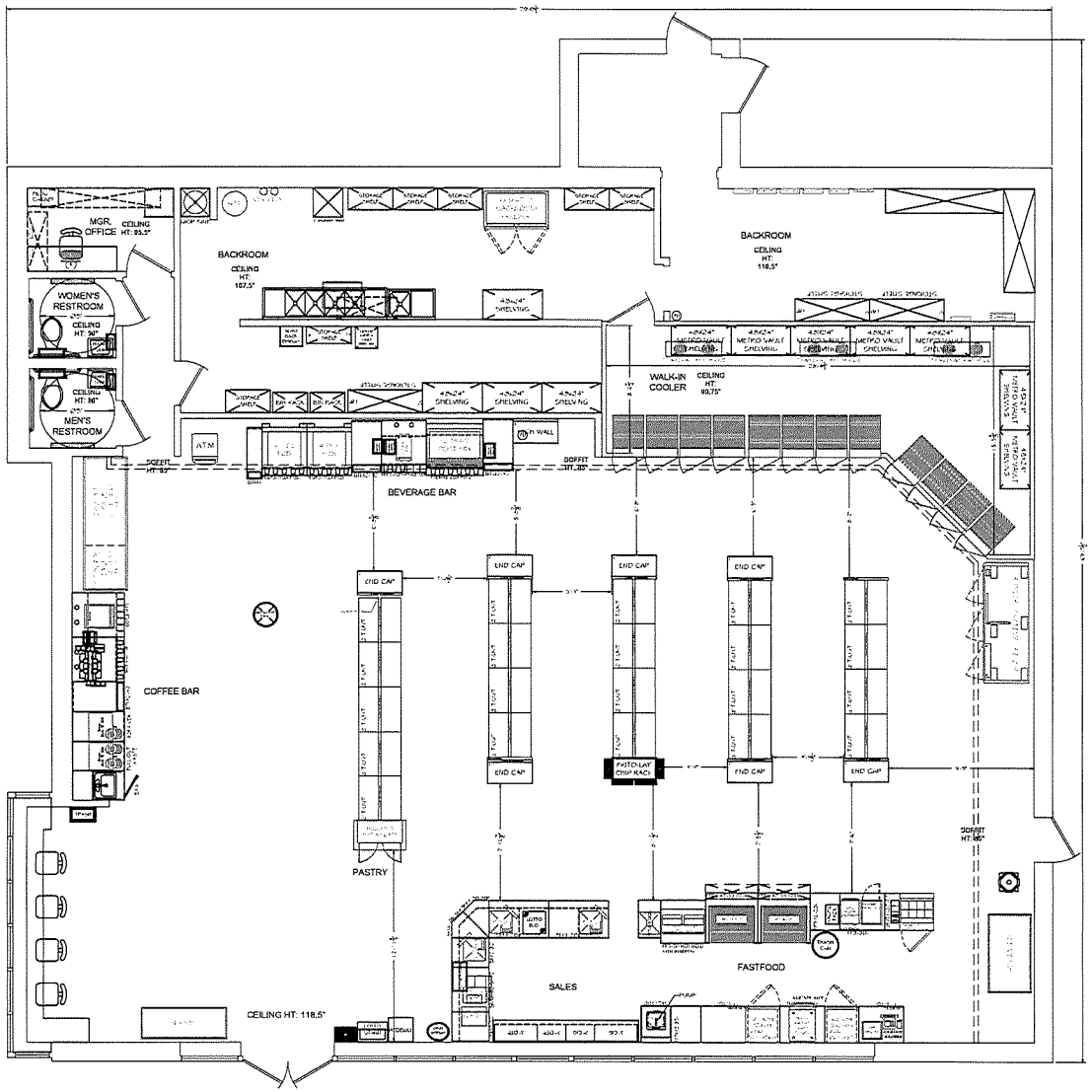
☑ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office 5/14/25

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

EXISTING FLOOR PLAN



7-ELEVEN REMODEL

DISCLAIMER:
THIS IS NOT A LEGAL DOCUMENT, INTENT TO SHOW CURRENT EQUIPMENT CONDITIONS

REVISIONS

REV#	DATE	DESCRIPTION

7-ELEVEN
35851
2216 UNIVERSITY AVENUE
MADISON, WISCONSIN
53726

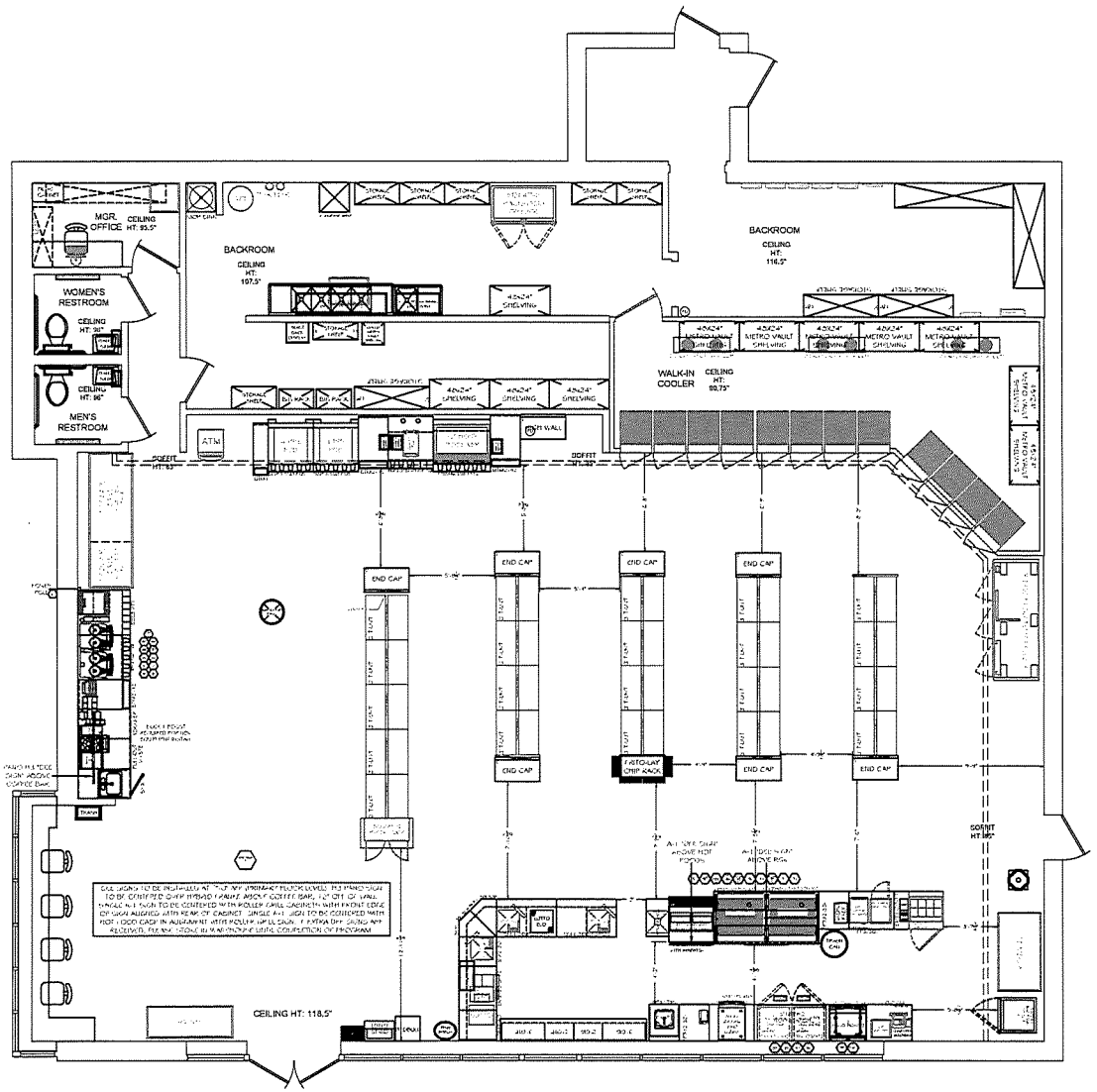
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DATE: 05-11-24
SHEET: A - 1.0

7-ELEVEN
DRAWING # 35851 - 7-ELEVEN

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NOTE: EXISTING CONDITIONS ARE SHOWN IN BLACK OR GRAY. NEW / PROPOSED ELEMENTS ARE SHOWN IN RED.

PROPOSED - FLOOR PLAN



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ELEVEN

7-ELEVEN REMODEL

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REVISIONS

REV#	DATE	DESCRIPTION
2-KJD	5/14/24	INITIAL PROPOSAL
3-NRR	6/13/24	SCOPE WALK

7-ELEVEN
35851
2216 UNIVERSITY AVENUE
MADISON, WISCONSIN
53726

DRAWN BY: FJ

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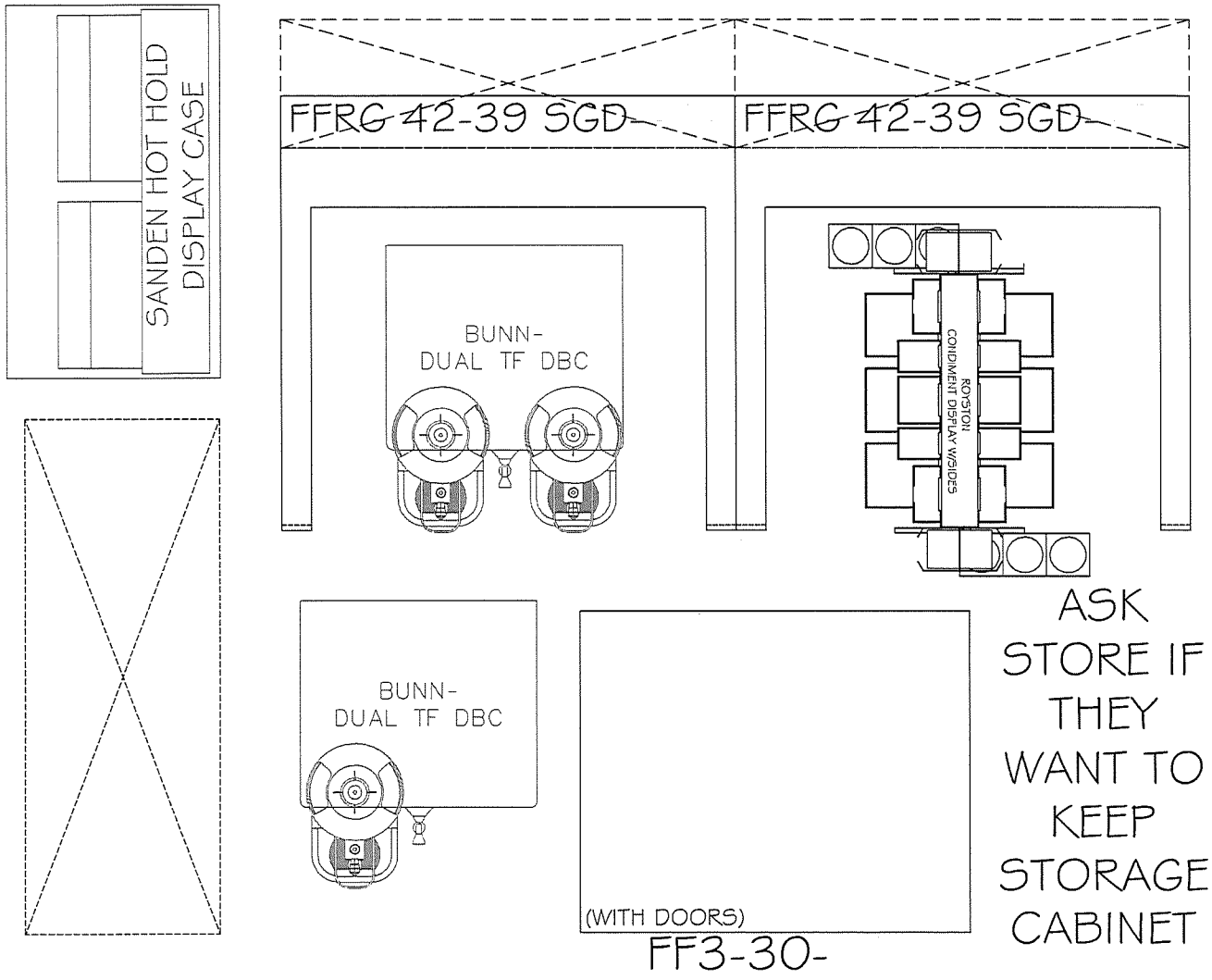
DATE 05-11-24

SHEET A - 2.0

7-ELEVEN

DRAWING # 35851 - 7-ELEVEN

REMOVED ITEMS



7-ELEVEN REMODEL

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REVISIONS

REV#	DATE	DESCRIPTION

7-ELEVEN
35851
2216 UNIVERSITY AVENUE
MADISON, WISCONSIN
53726

DRAWN BY: FJ
SCALE: NTS
DATE: 05-11-24
SHEET: R.1. - 1.0

7-ELEVEN
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June 2025 ALRC New License

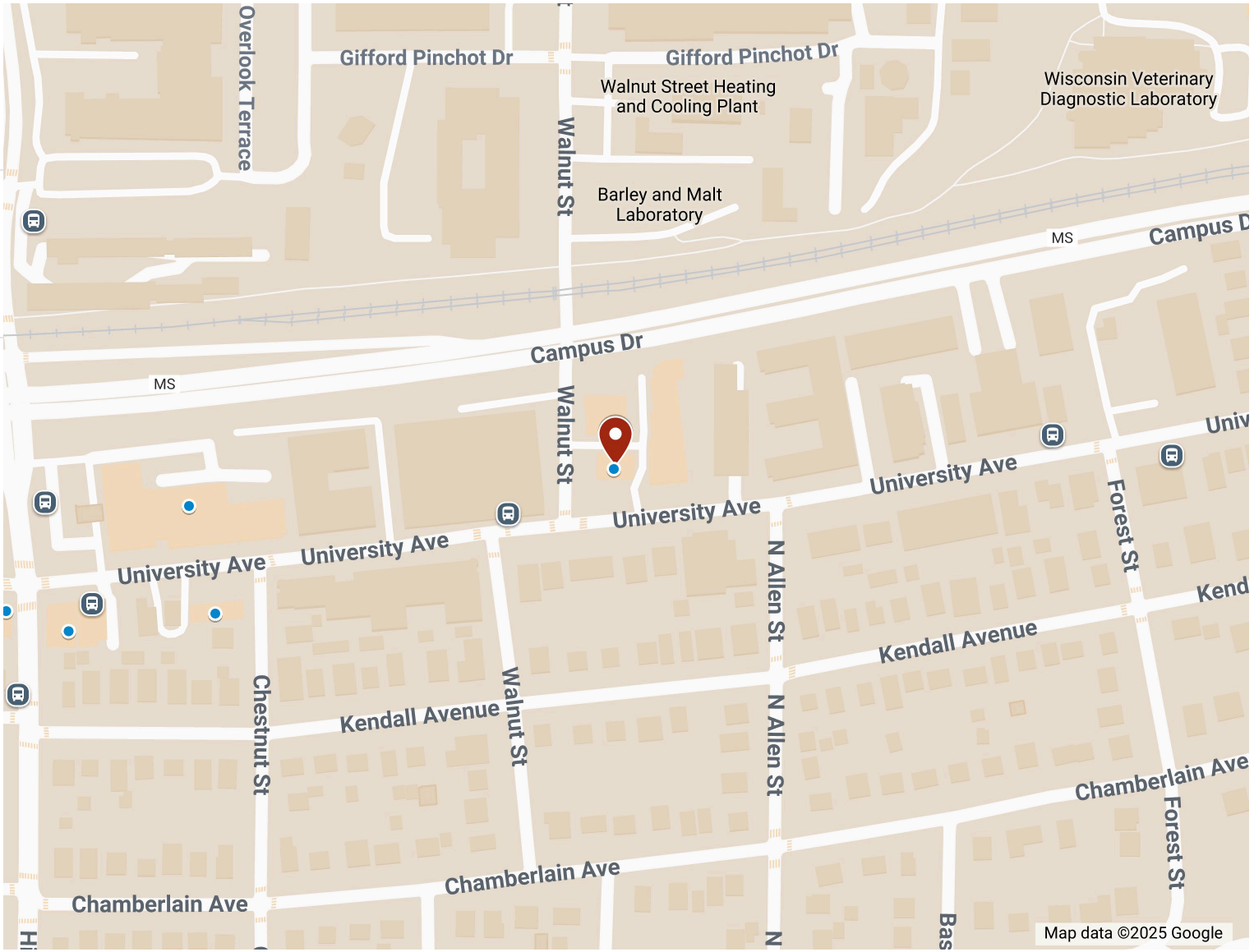
Existing Licenses.xlsx

All items

New Licenses.xlsx

All items

New licenses are drops, existing licenses are dots.



From: Vidaver, Regina
To: licensing
Subject: Item 20 7/16 meeting
Date: Tuesday, July 15, 2025 7:48:01 PM

Hello,

I am commenting on Item 20, legistar 88503, a new license in my district.

My understanding is this site already sells beer, and is only seeking to add wine to their license. Although this is already a highly dense area for alcohol access, I don't believe the addition of wine sales at this site substantially increases risk of negative consequences to the neighborhood.

However, I do want to note this site is directly adjacent to a housing complex that serves a number of vulnerable members of our community, including young children, so I want to be clear that this site needs to have staff who are trained and devoted to selling only to people of legal age who are not visibly inebriated, and commits to not selling outside of the legal hours of Class A sales. I realize these are requirements of all sellers, but want to emphasize the importance of these rules being closely followed at this site.

Thank you.

Best wishes,
Regina Vidaver, District 5 Alder
Common Council President
City of Madison, WI
District5@cityofmadison.com
Subscribe to my blog for updates

To report a problem: https://www.cityofmadison.com/reportaproblem/
Speeders Hotline: (608) 266-4624 --
https://www.cityofmadison.com/reportaproblem/trafficenforcement.cfm
To report an incident to police: https://www.cityofmadison.com/police/selfreport/reportIncident.cfm
For Zoning related questions: https://www.cityofmadison.com/dpced/bi/zoning-signs/14/

City of Madison

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

Master

File Number: 89733

File ID:	89733	**File Type:**	Capital Budget	**Status:**	Council Recessed Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	08/27/2025
File Name:				**Final Action:**	

Title: 2026 Executive Capital Budget

Notes:

Sponsors:		**Effective Date:**	
Attachments:	2026 FC Briefing Schedule and Public Notice, 2026 Capital Budget, 2026 CIP Executive Budget Overview.pdf, 2026 Capital - FC Amendments - Proposed.pdf, 2026 Capital - FC Amendments - Adopted.pdf	**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	FINANCE COMMITTEE	08/27/2025	Referred for Introduction				
	Action Text:	This Capital Budget was Referred for Introduction					
	Notes:	Finance Committee (Public Hearings - 9/8/25, 9/29/25; additional briefing with no public comment - 9/9/25), Common Council (Public Hearings 9/16/25, 10/7/25, 11/11/25)					
1	COMMON COUNCIL	09/02/2025	Refer For Public Hearing	FINANCE COMMITTEE	09/29/2025		Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer For Public Hearing to the FINANCE COMMITTEE. The motion passed by voice vote/other.					
1	FINANCE COMMITTEE	09/08/2025	Table				Pass
	Action Text:	Finance Staff presented an overview of the executive capital budget. Department heads presented their agency budgets and answered questions from alders. A motion was made by Vidaver, seconded by Govindarajan, to Table until the meeting of September 9th at 4:30pm. The motion passed by voice vote/other.					
1	FINANCE COMMITTEE	09/09/2025	Refer For Public Hearing				Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to take the item off the table. Agency staff presented their executive capital budgets and answered questions from alders.

Following the briefings, a motion was made by Vidaver, seconded by Govindarajan, to Refer For Public Hearing to the COMMON COUNCIL at the meeting on September 16, 2025. The motion passed by voice vote/other.

1	COMMON COUNCIL	09/16/2025	Refer For Public Hearing	FINANCE COMMITTEE	09/29/2025	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Refer For Public Hearing to the FINANCE COMMITTEE. The motion passed by voice vote/other.

1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - RECESSED PUBLIC HEARING			Pass

Action Text: The Finance Committee deliberated on capital budget amendments. The outcome of the votes on individual amendments is attached to this file, titled "2026 Capital - FC Amendments - Adopted." The following motion was made on the executive budget as amended by the Finance Committee:

A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - RECESSED PUBLIC HEARING. The motion passed by voice vote/other.

Text of Legislative File 89733

Title

2026 Executive Capital Budget

FINANCE COMMITTEE
Schedule of 2026 Capital Budget Deliberations

Time & Locations

- Monday, September 8, 2025: 4:30pm (Virtual Meeting)
- Tuesday, September 9, 2025: 4:30pm (Virtual Meeting)

Agency Capital Budgets

The schedule of Finance Committee's deliberations on the 2026 Executive Capital Budget is shown below. The Capital Budget can be found at:
https://www.cityofmadison.com/finance/budget

Members of the public can register to speak at the Monday, September 8 meeting at
https://www.cityofmadison.com/MeetingRegistration

Monday, September 8 4:30pm* – Virtual Meeting	Tuesday, September 9 4:30pm – Virtual Meeting
AGENCY	**AGENCY**
Public Spaces	***Administration***
Library	Finance
Monona Terrace	Information Technology
	Mayor's Office
PCED	Zoo
Planning	
CDA Redevelopment	***Public Works***
Community Development Division	Fleet Services
Economic Development Division	Parks Division
	Streets Division
Public Safety & Health	Water Utility
Fire	
Police	***Engineering***
	Engineering-Bicycle & Ped
Transportation	Engineering-Facilities
Metro	Engineering-Major Streets
Parking Division	Engineering-Other Projects
Traffic Engineering	Sewer Utility
Transportation	Stormwater Utility

*Note: The 9/8/25 meeting will start at 4:30pm with regular finance committee business and public comment on the budget. The 9/9/25 meeting is a continuation of the prior meeting and will not include a public comment period.

2026 Capital Budget: Executive Budget Overview

Finance Committee
September 8, 2025

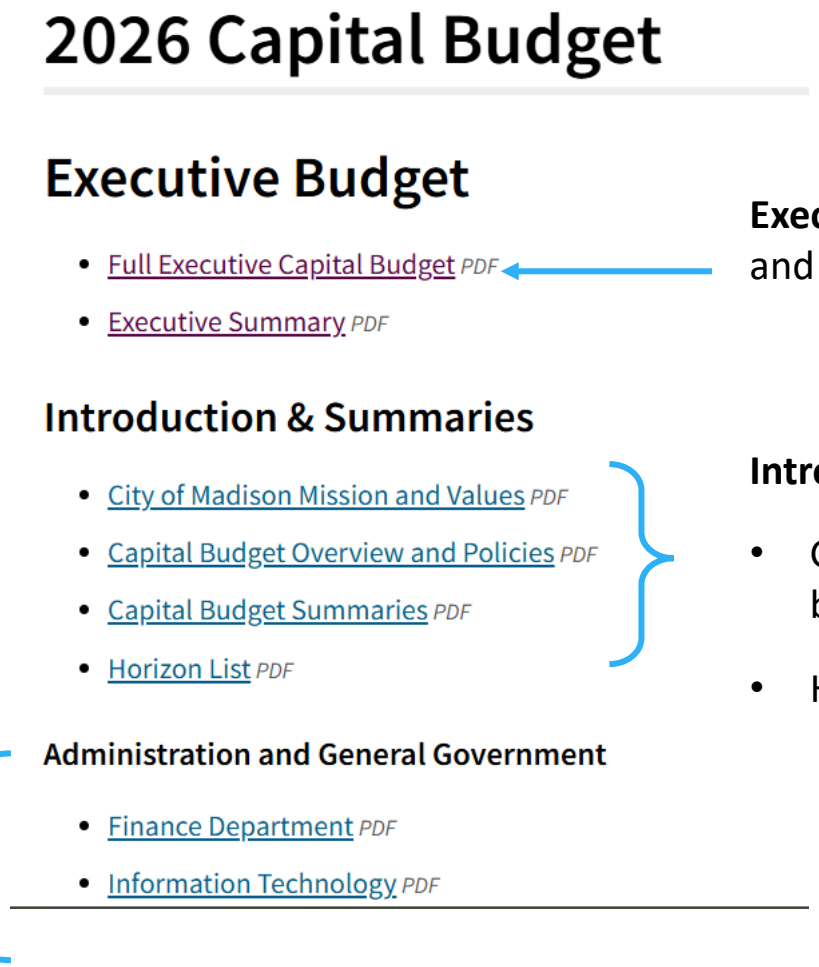
Agenda

1. **Navigating Budget Resources**
   - Capital Budget Web Page
   - How to read agency budgets
2. **Executive Budget Summary**
   - Budget by Element and Funding Source
3. **GO Debt Service**
   - Relationship between Capital and Operating Budgets
4. **Agency Briefings and Process Reminders**
   - Briefing Schedule
   - Amendment Process
   - Preview of Operating Digital Budget Book

Navigating Budget Resources

Where to find the Capital Budget

The executive capital budget and executive summary were published online on 9/2/25: https://www.cityofmadison.com/finance/budget/2026/2026-capital-budget



Executive Summary: Overview and summary of major changes

Introduction & Summaries:

- Guidelines, policies, summary tables by agency, funding & expense types
- Horizon List

Agency Budgets:

- Organized by functional areas

Components of an Agency Budget: CIP Overview

CIP Overview (1-2 pages)

- **Summary Table:** List of all capital projects and programs, with total funding by year
- **Changes from 2025 Adopted CIP (Graph):** Clustered bar graph that compares the total funding for the agency, by year, in the 2026 Executive CIP and the 2025 Adopted CIP
- **Description of Major Changes:** Comments on significant changes between the 2026 Executive CIP and the 2025 Adopted CIP. There is a comment on every project/ program, even if there is no change. Comments may include changes in funding amount, funding source, project scope, timeline, or other aspects of the project.

Engineering - Bicycle and Pedestrian

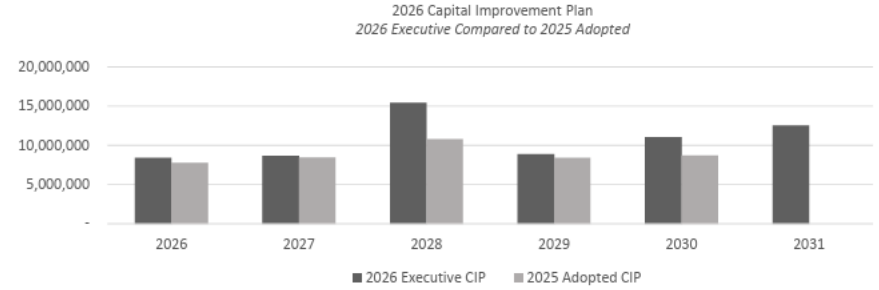
Capital Improvement Plan (CIP) Overview

Budget Phase: Executive

Summary Table

	2026	2027	2028	2029	2030	2031
Bikeways Program	2,867,200	2,945,000	3,174,000	2,868,000	2,936,000	3,083,000
Sidewalk Program	5,275,000	5,525,000	5,775,000	6,025,000	6,275,000	6,525,000
State Street Pedestrian Improvements	-	-	-	-	1,850,000	2,900,000
Stoughton Road Ped/Bike Enhancements	-	-	5,000,000	-	-	-
West Towne Path Phase 2	250,000	200,000	1,496,000	-	-	-
	$ 8,392,200	$ 8,670,000	$ 15,445,000	$ 8,893,000	$ 11,061,000	$ 12,508,000

Changes from 2025 Adopted CIP



Description of Major Changes

Bikeways Program
- Program budget increased by $1.0 million in federal funding from 2026-2030. This reflects a 15.7% increase.
- Program funding source changed from $395,000 in Non-General Fund GO Borrowing to $395,000 in TIF Increment (TID 51) in 2027.

Components of an Agency Budget: Expenditures & Revenues

Summary of Expenditures and Revenues (1-2 pages)

- **2026 CIP by Expenditure Type:** Table with budget amounts by expenditure type (e.g. Bike Path, Building, Land, Street), by year
- **2026 CIP by Funding Source:** Table with budget amounts by funding source (e.g. General Fund (GF) General Obligation (GO) Borrowing; Federal Sources; Impact Fees; Reserves Applied; TIF Increment), by year
- **Borrowing Summary:** Table with General Fund GO Borrowing and Non-General Fund GO Borrowing by year
- **Annual Debt Service:** Estimated debt service, assuming a 10-year repayment schedule and 3% interest
- **Executive Budget by Funding Source (Graph):** Stacked bar graph showing GO Borrowing and Other Sources by year

Engineering - Bicycle and Pedestrian

Summary of Expenditures and Revenues

2026 CIP by Expenditure Type

	2026	2027	2028	2029	2030	2031
Bike Path	3,117,200	2,945,000	9,670,000	2,868,000	2,936,000	3,083,000
Land	-	200,000	-	-	-	-
Street	5,275,000	5,525,000	5,775,000	6,025,000	8,125,000	9,425,000
	$ 8,392,200	$ 8,670,000	$ 15,445,000	$ 8,893,000	$ 11,061,000	$ 12,508,000

2026 CIP by Funding Source

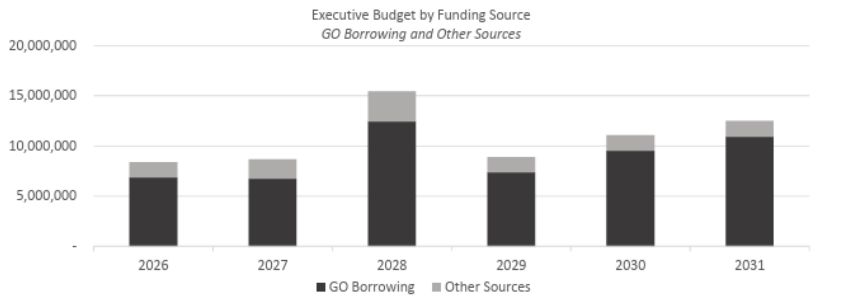
	2026	2027	2028	2029	2030	2031
GF GO Borrowing	6,856,000	6,740,000	12,424,000	7,368,000	7,686,000	8,008,000
Non-GF GO Borrowing	-	-	-	-	1,850,000	2,900,000
Federal Sources	1,511,200	1,510,000	1,500,000	1,500,000	1,500,000	1,575,000
Special Assessment	25,000	25,000	25,000	25,000	25,000	25,000
TIF Increment	-	395,000	1,496,000	-	-	-
	$ 8,392,200	$ 8,670,000	$ 15,445,000	$ 8,893,000	$ 11,061,000	$ 12,508,000

Borrowing Summary

	2026	2027	2028	2029	2030	2031
General Fund GO Borrowing	6,856,000	6,740,000	12,424,000	7,368,000	7,686,000	8,008,000
Non-General Fund GO Borrowing	-	-	-	-	1,850,000	2,900,000
	$ 6,856,000	$ 6,740,000	$ 12,424,000	$ 7,368,000	$ 9,536,000	$ 10,908,000

Annual Debt Service

	2026	2027	2028	2029	2030	2031
General Fund GO Borrowing	891,280	876,200	1,615,120	957,840	999,180	1,041,040
Non-General Fund GO Borrowing	-	-	-	-	240,500	377,000
	$ 891,280	$ 876,200	$ 1,615,120	$ 957,840	$ 1,239,680	$ 1,418,040



Components of an Agency Budget: Carryforward GO Borrowing

Carryforward GO Borrowing Section (1 page)

- **Carryforward GO Borrowing:** Table that summarizes funding authorized in prior capital budgets that will carryforward in 2026. Data reflects unspent funds as of July 31, 2025.
  - "Unused Appropriation Authority" column reflects all unused funds that will carryforward (borrowing, federal sources, grants).
  - "Reauthorized GO Borrowing" column reflects GO Borrowing that will be reauthorized in 2026.

Engineering - Bicycle and Pedestrian

Carryforward General Obligation Borrowing

		Unused Appropriation Authority	Reauthorized GO Borrowing
10138	BIKEWAYS PROGRAM	2,059,577	764,849
10142	CANNONBALL BIKE TRAIL	1,510,737	66,025
10143	CAPITAL CITY TRAIL	992,619	296,124
10148	SIDEWALK PROGRAM	752,375	2,407,319
10160	GARVER PATH	2,845	-
10165	WEST TOWNE PATH	877,223	306,569
11859	AUTUMN RIDGE PATH	373,480	534,451
11868	TROY DR UNDERPASS	8,617,145	2,465,679
13015	MAIN STREET IMPROVEMENTS	5,971	10,910
13664	HERMINA-STARKWEATHER CRK PED BRIDGE	652,057	651,700
13835	CTH M	19,290	-
14143	BADGER RUSK PATH	1,155,420	10,000
		$ 17,018,739	**$ 7,513,626**

Components of an Agency Budget: Project & Program Details

Project & Program Details (1- 10 pages)

- **Identifying Information:** Project Name, Number, Type (Project or Program); and Citywide Element
- **Project Description:** Brief narrative on the purpose and scope of the project
- **Funding Table:** Table that summarizes funding by source, by year

Engineering - Bicycle and Pedestrian

Project & Program Details

Project	**Bikeways Program**	Project #	**10138**
Citywide Element	**Land Use and Transportation**	Project Type	**Program**

Project Description

This program is for bicycle-related improvements and path resurfacing throughout the City. The goal of this program is to improve the pavement quality of the existing bike paths to meet City Standards and provide new paths to close gaps in the network. Projects within this program are prioritized based on pavement quality rating of existing bikeways and projects awarded federal funds through the Transportation Alternatives Program. The focus of funding in 2026 will be for path resurfacing and new paths. Capital City Path Phase 5 & 6 is planned for 2026. E Rusk Ave & Moorland are planned for 2027. Woodward Drive is planned for 2028, and W Beltline Path is planned for 2029.

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	1,356,000	1,040,000	1,674,000	1,368,000	1,436,000	1,508,000
Federal Sources	1,511,200	1,510,000	1,500,000	1,500,000	1,500,000	1,575,000
TIF Increment	-	395,000	-	-	-	-
Total	**$ 2,867,200**	**$ 2,945,000**	**$ 3,174,000**	**$ 2,868,000**	**$ 2,936,000**	**$ 3,083,000**

Project	**Sidewalk Program**	Project #	**10148**
Citywide Element	**Land Use and Transportation**	Project Type	**Program**

Project Description

This program is for repairs to defective sidewalks and installation of new sidewalks. The goal of this program is to provide consistent maintenance of sidewalks for safe conditions, reduce the chance of injury, and to improve and maintain ADA compliance. Each year the Sidewalk Program repairs sidewalks in two or three Council Districts on a 10-year replacement cycle. In 2026, this program has planned sidewalk improvements for Council Districts 2 & 6.

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	5,250,000	5,500,000	5,750,000	6,000,000	6,250,000	6,500,000
Special Assessment	25,000	25,000	25,000	25,000	25,000	25,000
Total	**$ 5,275,000**	**$ 5,525,000**	**$ 5,775,000**	**$ 6,025,000**	**$ 6,275,000**	**$ 6,525,000**

Components of an Agency Budget: 2026 Appropriation

2026 Appropriation (1 page)

- Table summarizing 2026 appropriations only
- Includes agency's original funding request and the amount included in the executive budget
- Budget for 'out-years' is not included in the table

Engineering - Bicycle and Pedestrian

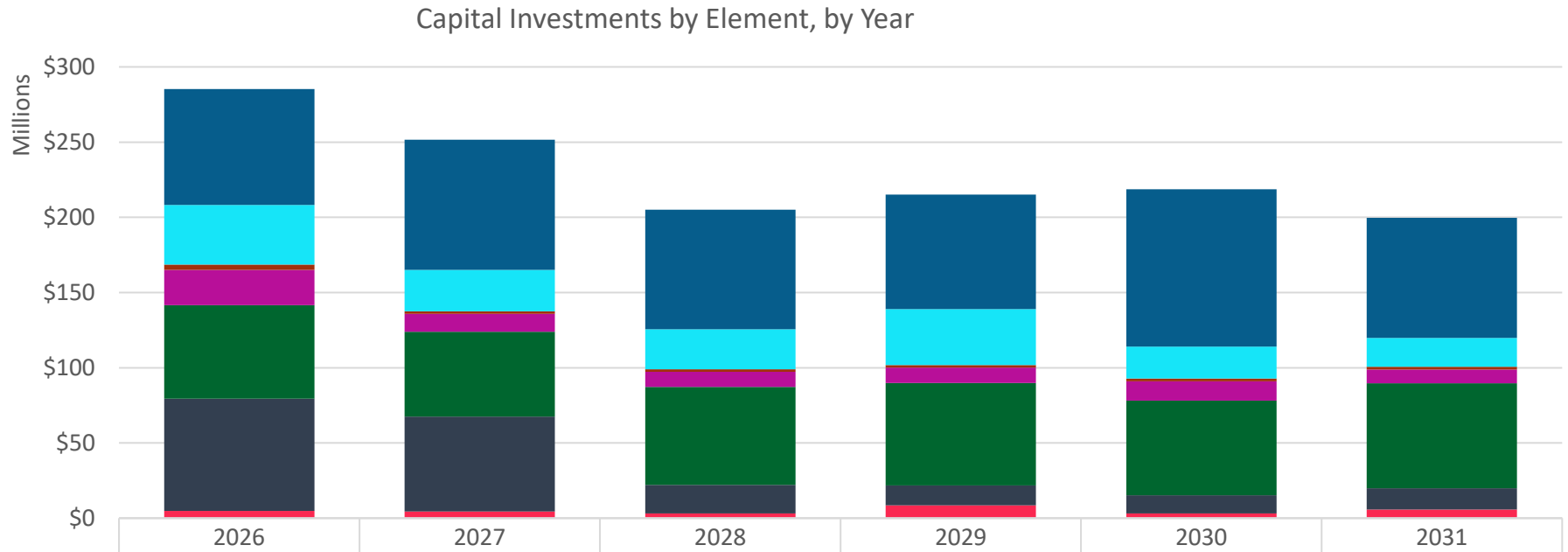
2026 Appropriation Schedule

2026 Appropriation

		Executive Budget		
	Request	GO Borrowing	Other	Total
Bikeways Program	2,490,000	1,356,000	1,511,200	2,867,200
Sidewalk Program	5,275,000	5,250,000	25,000	5,275,000
West Towne Path Phase 2	250,000	250,000	-	250,000
	$ 8,015,000	**$ 6,856,000**	**$ 1,536,200**	**$ 8,392,200**

Executive Budget Summary

2026 Capital Budget = $285.2 million
2026 – 2031 Capital Improvement Plan = $1.38 billion



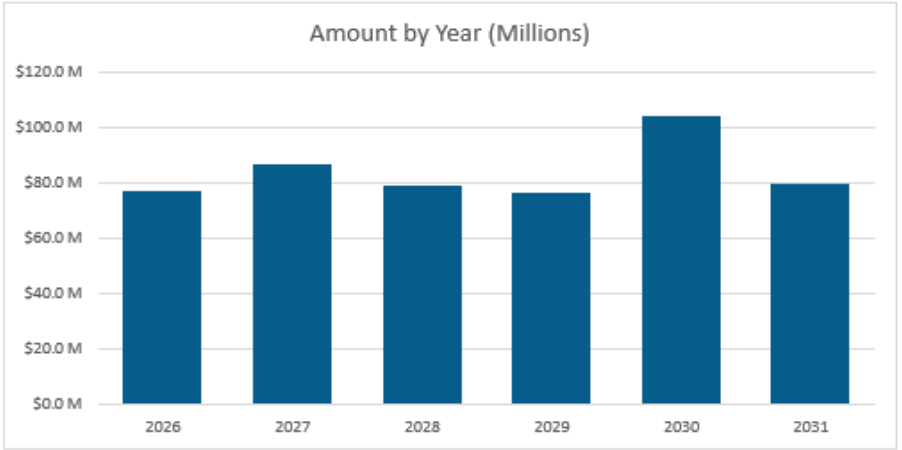
	2026	2027	2028	2029	2030	2031
Land Use and Transportation	76,907,300	86,556,150	79,399,150	76,242,308	104,521,823	79,840,836
Neighborhoods and Housing	39,804,000	27,514,000	26,651,000	37,078,160	21,206,070	19,186,252
Economy and Opportunity	3,456,000	1,690,000	1,690,000	1,690,000	1,772,000	1,854,000
Culture and Character	23,466,500	12,032,000	10,106,800	10,304,500	12,976,500	9,039,475
Green and Resilient	62,118,900	56,335,300	65,003,250	68,021,450	62,892,460	69,905,155
Effective Government	74,680,258	63,026,384	19,103,405	13,230,169	12,081,188	14,130,355
Health and Safety	4,796,250	4,508,750	3,102,000	8,595,938	3,124,735	5,683,425

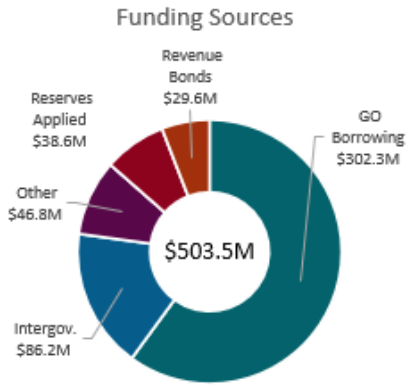
Citywide Elements

- Agencies select Citywide element as part of their submission process
- Projects may address multiple priorities/ elements, but are only presented in one category
- Executive summary has 1-pagers for each element, showing funding by year, by source, and highlights major projects
- Elements are presented in the same order as the Imagine Madison comprehensive plan

Projects by Element: Land Use & Transportation

The 2026 CIP includes $503.5 million in Land Use & Transportation projects and programs, which represents 36.3% of the CIP. This is the largest element in the CIP. This category primarily reflects expenditures for recurring programs to maintain the City's street and sidewalk infrastructure and fund Metro Transit's fleet of buses. Major road reconstructions, such as John Nolen Drive and Regent Street, are also included in this category. These projects are primarily funded by GO borrowing (60.0%; $302.3 million). The next largest share of funding is from intergovernmental sources (17.1%; $86.2 million), representing large federal grants for transit and infrastructure.

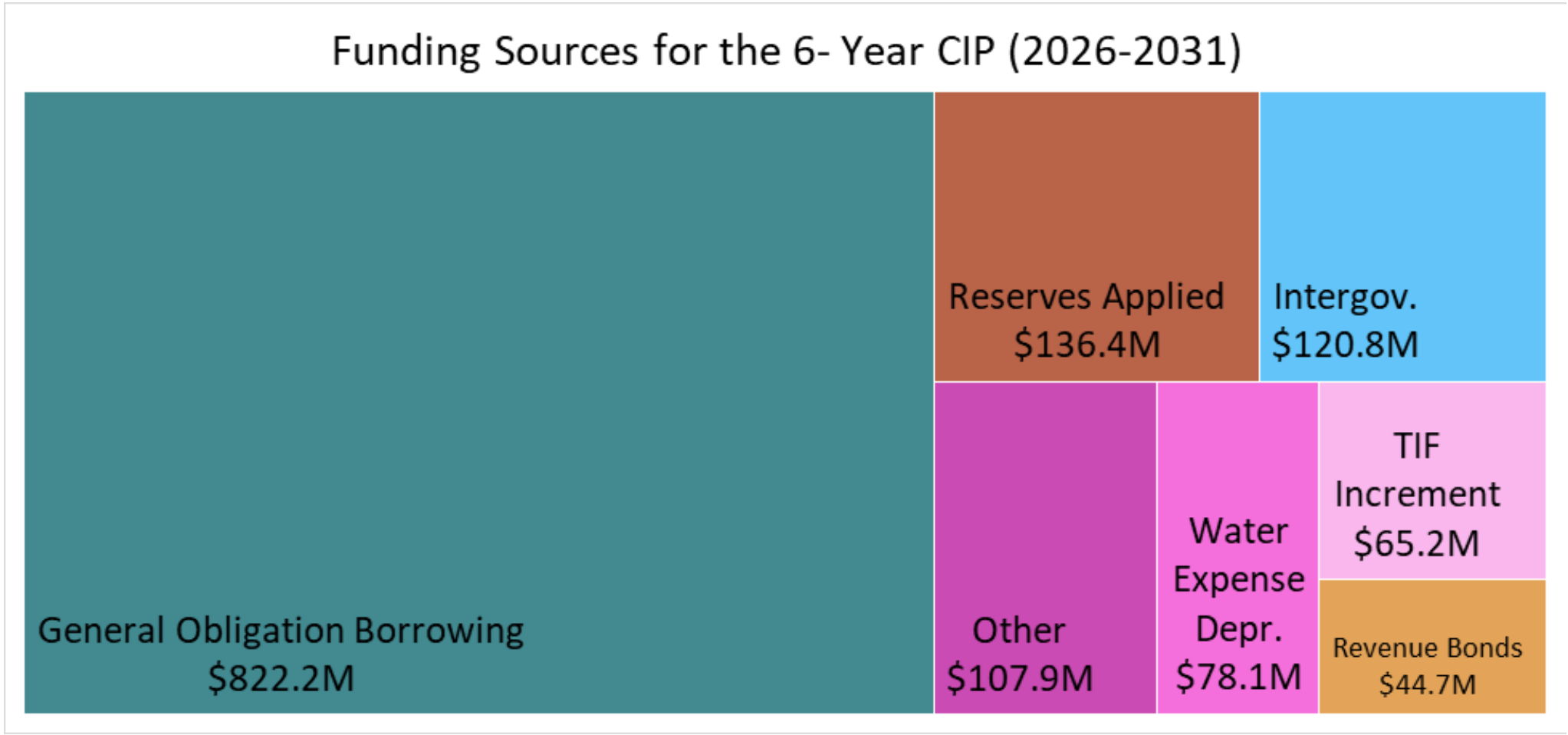




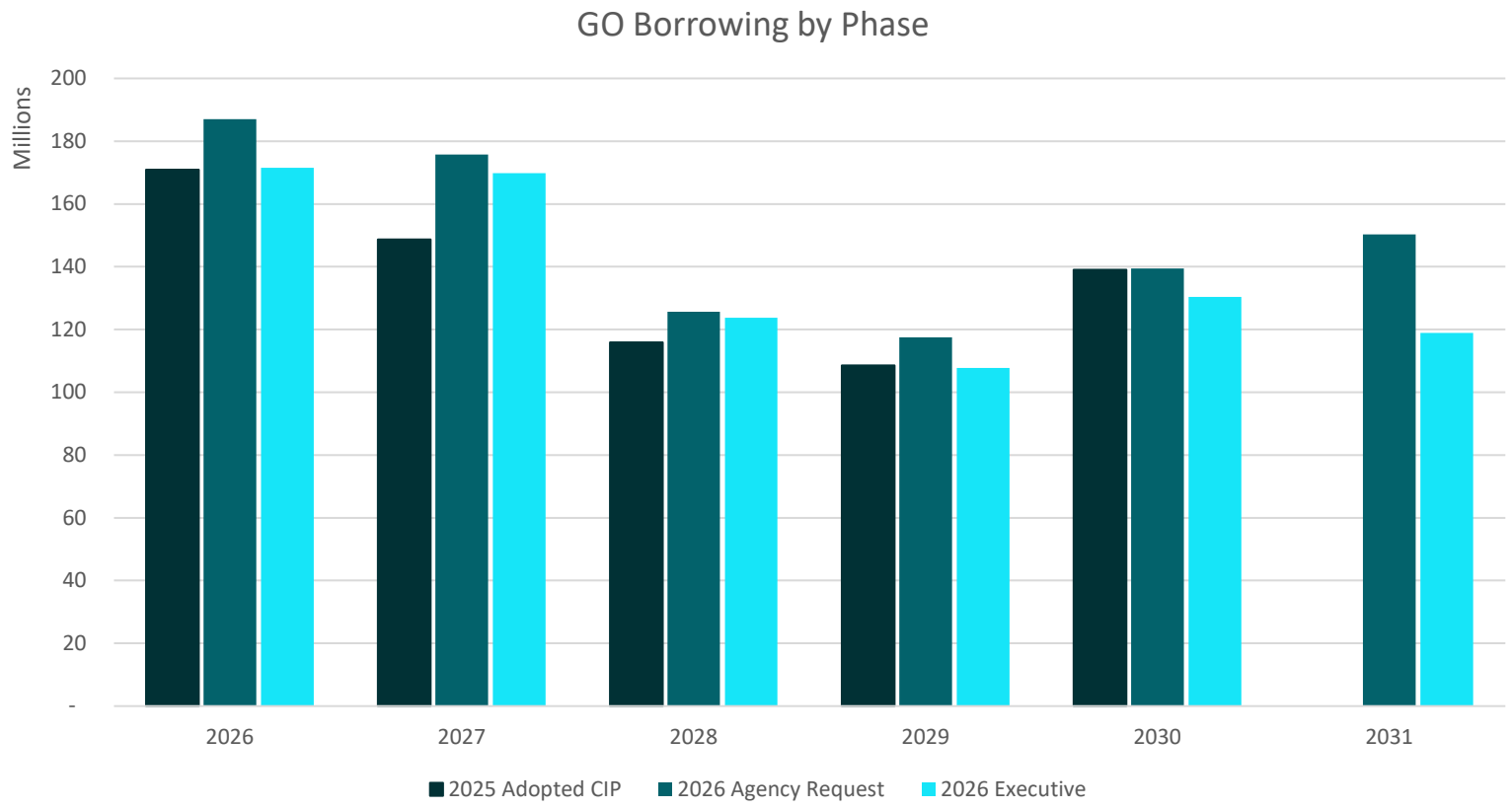
Project & Program Highlights (All Funds)

- **2026 – 2031 (ongoing programs):** Reconstruction Streets ($126.5m); Pavement Management ($123.8m); Transit Buses and Charging Equipment ($90.9m); Sidewalk Program ($35.1m); Bikeways Program ($17.9m): Safe Streets Madison ($10.3m)
- **2026 – 2031 (major projects):** John Nolen Drive ($11.3m); High Point/ Raymond/ MidTown ($17.2m); Regent St ($17.5m)

GO Borrowing is the primary funding source of the CIP (60%), followed by Reserves (10%)



GO Borrowing by Phase



- The executive budget is $20.4 million higher than the 2025 CIP. This reflects updated cost estimates and other adjustments to various projects.
- The Executive Budget is $73.5 million less than agency requests. This reflects shifting costs to non-borrowing funding sources, updating project timelines, and prioritization.

A note on comparing the 2026 budget to prior years

- The annual capital budget can have large variances year-over-year based on the timing of major projects.
- For some large projects (e.g. new City facility, Bus Rapid Transit), costs are typically fully budgeted in the first year of construction/ implementation even if it will be a multi-year effort. This ensures agencies have sufficient budget authority to let contracts.
- 2026 Budget only shows new funding. Previously authorized funding shows in the "carryforward" tables.
- The 2025 adopted capital budget was CIP was $426.5 million compared to 2026 executive budget of $285.2 million. This difference is primarily due to 2025 including $175 million (of which $158 million is federal funding) for North South BRT

Transportation

Carryforward General Obligation Borrowing

		Unused Appropriation Authority	Reauthorized GO Borrowing
12775	INTER-CITY INTERMODAL BUS TERMINAL	193,280	-
13665	North-South Bus Rapid Transit	179,566,177	7,831,000
13781	Inter-City Rail Station and Plan	455,630	380,000
14355	Reconnecting Communities Pilot Gran	933,394	50,000
14699	Interstate 94 Interchanges	250,000	250,000
14793	GRANT PROG: SUPPORT ACCESIBLE TAXI	52,579	-
17607	BUS RAPID TRANSIT PROGRAM	8,921,910	150,000
		$ 190,372,970	**$ 8,661,000**

GO Debt and Debt Service

Background

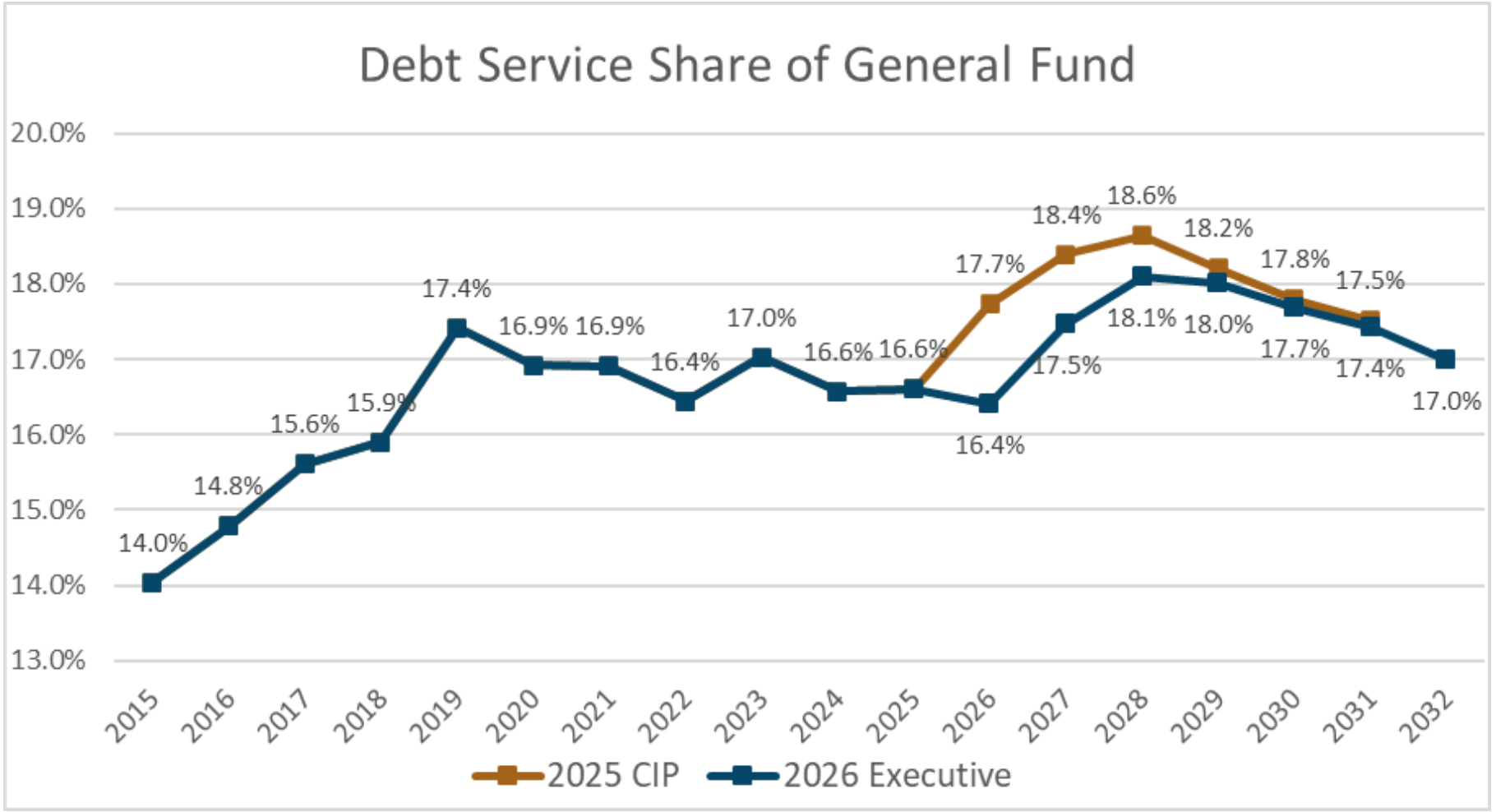
- The City issues debt each year to help finance the cost of projects authorized in the adopted capital budget.
- Most of that debt is in the form of a “general obligation” – this means the City pledges to repay the debt from its general taxing authority (the property tax levy). The remainder of the City’s debt is issued as a “revenue obligation” – this means a specific revenue source, in the City’s case it is usually sewer or water user fees, is pledged to repay the debt.
- Repayment of the principal and interest on general obligation debt is usually made over a 10 year period.
- Annual repayment of the principal and interest is called “debt service” and is included in the operating budget.
- Debt service on a new issuance begins in the year following the debt sale (e.g., repayment of principal and interest on debt sold to finance projects in the 2025 capital budget will begin in the 2026 budget).

Debt Service in the Operating Budget

Budget by Function-General & Library Funds

	2024 Adopted	2025 Adopted	Change	% Change
Administration	30,665,782	32,134,805	1,469,023	4.79%
Debt Service	63,879,900	68,147,105	4,267,205	6.68%
General Government	2,981,006	3,037,505	56,499	1.90%
Misc & Dir Approp to Cap	10,076,416	11,761,683	1,685,267	16.72%
Planning & Development	28,351,278	31,217,922	2,866,644	10.11%
Public Facilities	20,748,477	22,174,898	1,426,422	6.87%
Public Safety & Health	172,427,357	182,256,977	9,829,620	5.70%
Public Works	50,110,608	52,163,641	2,053,033	4.10%
Transportation	26,127,925	29,588,622	3,460,696	13.25%
TOTAL	**405,368,750**	**432,483,159**	**27,114,409**	**6.69%**

Projected debt service as a share of the budget is lower than 2025



Impact of Debt Service on Expenditures

- City cannot cut debt service on already issued debt; otherwise will default

- Levy Limit Calculation
  - Increases prior year levy by net new construction factor, ***excluding debt service***
  - Adds debt service for upcoming year based on amount borrowed in current year (ex. 2026 debt service in levy limit = 2025 borrowing = 2025 adopted capital budget)

- Interaction between Levy Limit and Debt Service
  - Less debt service ***does*** lower allowable total property tax
  - Less debt service ***does not*** increase the allowable levy for operations
  - Debt service paid from other funds (e.g., Stormwater projects) helps the operating budget by creating allowable levy that does not need to be used for debt service
  - ***Reducing borrowing in the capital budget does not address the structural deficit/ ERIP limit or create additional room for operating expenditures***

Agency Briefings & Process Updates

Schedule for Briefings

Monday (9/8)	Tuesday (9/9)

• Public Spaces
  • Library
  • Monona Terrace
 	
• Public Health & Safety
  • Fire
  • Police
 	
• PCED
  • Planning
  • CDA Redevelopment
  • Community Development
  • Economic Development
 	
• Transportation
  • Metro
  • Parking
  • Traffic Engineering
  • Transportation
	• Administration
	  • Information Technology
	  • Mayor's Office
	  • Finance
	  • Zoo
	
	• Public Works
	  • Fleet
	  • Parks
	  • Streets
	  • Water
	
	• Engineering
	  • Bike & Ped
	  • Facilities
	  • Major Streets
	  • Other
	  • Sewer
	  • Stormwater

Briefing Format

- Agencies will give a brief presentation (~5 minutes) highlighting significant projects and major changes in their CIP
- No separate slide presentation
- Discussion and Q&A to follow each presentation

Amendment Process Tips & Timeline

Review the Amendment Presentation at the 8/25 Meeting:

- We provided an in-depth explanation of the amendment process and tips for development amendments at the August 25 Finance Committee Meeting. You can review the recording and presentation attached to Legistar 89653
- Reach out with any questions

Timeline:

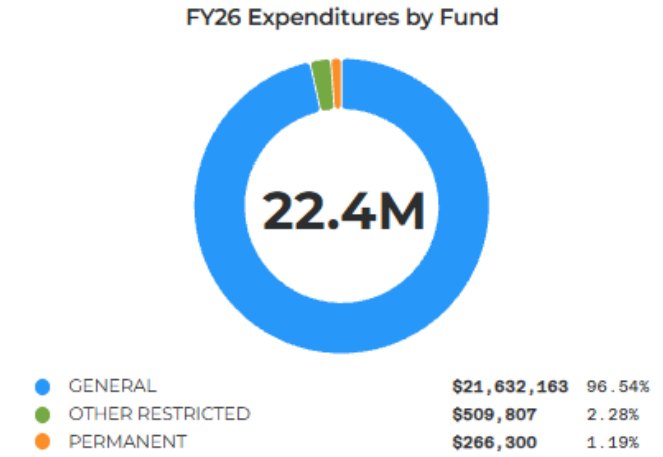
- **Submit preliminary amendments by Wednesday 9/24 at 12pm**
  - Amendment ideas do not have to be fully developed this deadline, but we do have to know you are planning to submit
- **Final amendments will be published on Friday 9/26 around 1pm**

Sponsorship:

- Any alder can submit an FC amendment; Non-FC members must have an FC sponsor
- If you have co-sponsors, be sure to include all sponsors in emails to budget staff so we can verify who is signed on to an amendment

Coming Soon: Digital Budget Book

- Executive operating budget will be released October 7.
- The budget will be published using ClearGov Digital Budget Book (approved in the 2025 budget).
- Some sections will look different, but many new features that will improve navigation and include more visualizations.
- There will still be the option to print a PDF book.
- We will provide a full demo after the release date.



Expenditures by Fund

Category	2025 Adopted	FY 2026 Budgeted	2025 Adopted vs. FY 2026 Budgeted (% Change)
GENERAL	$21,145,458	$21,632,163	2.30%
OTHER RESTRICTED	$497,738	$509,807	2.42%
PERMANENT	$237,300	$266,300	12.22%
Total Expenditures	**$21,880,496**	**$22,408,269**	**2.41%**

	2026 Capital Budget		
	GO Borrowing	Other Funds	All Funds
Executive Budget	$ 171,568,393	$ 113,660,815	$ 285,229,208
Finance Committee Proposed Amendments	$ 120,000	$ 844,000	$ 964,000
2026 Finance Committee Proposed Capital Budget	$ 171,688,393	$ 114,504,815	$ 286,193,208
Finance Committee Recommended Amendments			
2026 Finance Cmt Recommended Capital Budget			

						2026 Capital Budget		2026-2031 Capital Improvement Plan (CIP)		
#	Agency	Project	Sponsor	Co-Sponsors	Action	2026 GO Borrowing	2026 Other Funds	Total GO Borrowing	Total Other Funds	Estimated Debt Service
1	Fleet Service	Fleet Equipment Replacement (Technical Correction)	Mayor Rhodes-Conway			$ -	$ -	$ -	$ -	$ -
2	Engineering - Bicycle and Pedestrian	State Street Pedestrian Improvements	Verveer			$ -	$ -	$ -	$ -	$ -
3	Library	Horizon List: Central Library Improvements (new)	Verveer	Madison		$ -	$ -	$ -	$ -	$ -
4	Parks	Park Land Improvements	Evers			$ 120,000	$ -	$ 120,000	$ -	$ 14,068
5	Police	Horizon List: Body Worn Camera project (new)	Verveer	Harrington-McKinney		$ -	$ -	$ -	$ -	$ -
6	Traffic Engineering	Street Light Installation and Traffic Signal Installation (Southwest Commuter Path)	Govindarajan; Verveer	Vidaver		$ -	$ 844,000	$ -	$ 844,000	$ -

2026 Capital Budget: Finance Committee Amendments

Agency:	Fleet Service		Amendment #:	1
Project Name:	Fleet Equipment Replacement (Technical Correction)		Page #:	136
Sponsor(s):	Mayor Rhodes-Conway		Project #:	17060
Co-Sponsor(s):			Action:	
			Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Delete the following comment from the "Description of Major Changes" to accurately reflect funding sources: "Starting in 2026, the Urban Forestry Special Charge (UFSC) will fund debt service for UFSC vehicles, anticipated to be $925,000 in 2026 and $1.2 million over the remainder of the CIP (2027-2031). Starting in 2027, the Resource Recovery Special Charge (RRSC) will fund a portion of debt service for RRSC vehicles. Funding for UFSC and RRSC vehicles will be Non-General Fund GO Borrowing."

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	**2027**	**2028**	**2029**	**2030**	**2031**
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment is a technical correction to clarify a budget comment in the Executive Capital Budget. The program will be fully funded by Non-General Fund GO Borrowing supported by Fleet, not the Urban Forestry Special Charge (UFSC). There is no change to the amount of funding.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact:	N/A
Description of Operating Costs:	The amendment does not change the operating impact of the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Engineering - Bicycle and Pedestrian	Amendment #:	2
Project Name:	State Street Pedestrian Improvements	Page #:	100
Sponsor(s):	Verveer	Project #:	15797
Co-Sponsor(s):		Action:	
		Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

For the 100-300 blocks of State Street, advance project from 2030 to include $100,000 in 2028 for design and $1.75 million in 2029 for construction. For the 400-600 blocks of State Street, advance project from 2031 to include $100,000 in 2029 for design and $2.80 million in 2030 for construction.

Amendment Amount

Amounts below reflect the change from the executive budget, not the total project/ program amount.

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$100,000	$1,850,000	$950,000	$-2,900,000
Other	$	$	$	$	$	$
Total	**$**	**$**	**$100,000**	**$1,850,000**	**$950,000**	**$-2,900,000**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment advances construction in the State Street Pedestrian Improvements forward by one year for each phase. Under the proposed amendment, the 100-300 block of State Street would be constructed in 2029 with $100,000 of proposed funding in 2028 for design. The 400-600 block would be constructed in 2030 with $100,000 of proposed funding in 2029 for design. The amendment is net-neutral and does not change total amount proposed in the executive budget for the project. The ability to move the project forward by a year is contingent on the ability of TID 50 to support borrowing for the project. City staff will continue to monitor the TID 50's performance and confirm availability of TID funding prior to construction of the project. Based on the performance of the TID, the timing of project phases may be changed in future budgets.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact	N/A
Description of Operating Costs	The amendment does not change the operating impact of the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Library		Amendment #:	3
Project Name:	Horizon List: Central Library Improvements (new)		Page #:	15
Sponsor(s):	Verveer		Project #:	
Co-Sponsor(s):	Madison		Action:	
			Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

The proposed amendment adds a new project for Central Library Improvements to the Horizon List.

Project: Central Library Improvements and Renovations

- **Description:** This project funds facility improvements and renovations to the Central Library to address maintenance that is needed since the last major renovation of the facility in 2012-2013. The scope of work will include maintenance (painting, furniture replacement, flooring replacement, other wear and tear, etc.) and renovations regarding optimizing space use and programming opportunities. This project would include a design phase to develop the scope of proposed renovations.
- **Estimated Budget:** Unknown at this time
- **Anticipated Operating Impact:** To be determined based on the scope of proposed improvements
- **Issues to be Addressed:** Completion of a zone analytics study, underway in 2025, to track patron flow inside the building. This study will inform recommendations for future design and scoping of the project. In addition, the project will need to be sequenced with the completion of the Reindahl Imagination Center and other library capital projects to ensure sufficient staff capacity for implementation.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing						
Non GF GO Borrowing						
Other						
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis *Additional information/ context on the amendment and the potential impact if adopted.*	
The proposed amendment adds a new Central Library Improvements project to the Library's Horizon List. There is no fiscal impact in the 2026 CIP, but the project would have capital costs in a future year when it moves from the horizon list into the budget.	
Operating Impact *Reflects the relative **change** in impact associated with the proposed amendment.*	
Annual Operating Impact	n/a
Description of Operating Costs	There is no operating impact associated with adding this project to the Horizon List.

2026 Capital Budget: Finance Committee Amendments

Agency:	Parks		Amendment #:	4
Project Name:	Park Land Improvements		Page #:	143
Sponsor(s):	Evers		Project #:	17421
Co-Sponsor(s):			Action:	
			Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Add $120,000 in GF GO Borrowing to the Park Land Improvements program in 2026 to replace the fencing along Park and Pleasure Drive behind Edgewood campus.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$120,000	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$120,000**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$14,067.66
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .15

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

An agreement with Edgewood, Incorporated from 1904 grants perpetual easement of Edgewood Drive for public park and right of way space. Per the agreement, the City is obligated to maintain a fence in good working order along the Park & Pleasure Drive between Woodrow Street and Edgewood Avenue. The proposed budget amendment would fund the replacement of the fence on the campus side of the path, and remove the fence on the lake side of the path. An amendment to the agreement will be required prior to removal of the fence on the lake side of the path. The cost includes all necessary permitting and onsite archaeological observation work.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact	0
Description of Operating Costs	No additional operating costs anticipated with the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Police		Amendment #:	5
Project Name:	Horizon List: Body Worn Camera project (new)		Page #:	15
Sponsor(s):	Verveer		Project #:	
Co-Sponsor(s):	Harrington-McKinney		Action:	
			Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

The proposed amendment adds a new project for body worn cameras to the Horizon List.

Project: Body Worn Cameras

- **Description:** This project would fund the acquisition of body worn cameras (BWC) for all commissioned officers of the Madison Police Department. This project would have a multi-year, phased implementation plan to add 500 devices to equip all commissioned staff members with BWCs. The target would be to include the initial phase of this project in the 2027 capital improvement plan (CIP).
- **Estimated Budget:** $2.5 – $3.0 million for equipment, hardware, and other eligible capital costs
- **Anticipated Operating Impact:** Annual software costs to be determined based on technology vendor and implementation plan; Estimated need for 5.0 FTE civilian position for technology implementation, ongoing support, and public records management ($456,000)
- **Issues to be Addressed:** The implementation of BWCs will include significant operating costs. A full operating cost plan will need to be developed and included in the operating budget, in addition to funding capital costs.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment adds a new body worn camera project to the Police Department's Horizon List. There is no fiscal impact in the 2026 CIP, but the project would have significant capital and operating costs in a future year when it moves from the horizon list into the budget.

In November 2024, the Madison Police Department (MPD) submitted a report to the Common Council regarding the MPD's BWC experiment in the North District (Legistar File 86141). In that report, the total implementation cost for the full department was estimated at $3.2 million - $6.7 million. This estimate included the cost of software. This amendment narrative does not include software costs, as this is uncertain and there is a high variance in past estimates. Some software costs, such as one-time implementation fees, may be capitalized. However, ongoing software and license costs must be accommodated in the City's general fund operating budget. The ongoing operating cost will be dependent on multiple factors, including the phased implementation plan, number of devices added per year, and the technology vendor.

Regarding staffing, MPD anticipates it will need 5.0 FTE civilian positions for the implementation and ongoing support of BWCs. A detailed operating cost plan and staffing plan would need to be developed to move the project off the horizon list and into the CIP in a future year.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact:	n/a
Description of Operating Costs:	There is no operating impact associated with adding this project to the Horizon List. The anticipated operating impact of the project itself is described in the narrative and analysis above.

2026 Capital Budget: Finance Committee Amendments

Agency:	Traffic Engineering		Amendment #:	6
Project Name:	Street Light Installation and Traffic Signal Installation (Southwest Commuter Path)		Page #:	205
Sponsor(s):	Govindarajan; Verveer		Project #:	10418; 10427
Co-Sponsor(s):	Vidaver		Action:	
			Vote:	

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Add $844,000 in TIF increment from TID 48 in 2026 to the following programs: add $544,000 to the Street Light Installation program (Munis # 10418) and add $300,000 to the Traffic Signal Installation program (Munis # 10427). Funding will be used for improvements along the Southwest Commuter Path.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$844,000	$	$	$	$	$
Total	**$844,000**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The project plan for Tax Incremental District (TID) 48 was amended in July 2025 (Legistar File 88726; RES-25-00411) to include $844,000 for lighting improvements along the Southwest Commuter Path and the signalization at the Path/ Railroad crossing at W Washington Ave. The proposed budget amendment adds $544,000 to Traffic Engineering's Street Light Installation program to install LED path lighting along the Southwest commuter Path from Regent St to North Shore Dr to improve path user safety at night. In addition, the amendment adds $300,000 to the Traffic Signal Installation program to install a new traffic signal on the Southwest Commuter Path/Railroad crossing at West Washington Ave to improve pedestrian, bicycle, and motor vehicle safety. The signal was approved by the Transportation Commission.

Operating Impact *Reflects the relative **change** in impact associated with the proposed amendment.*	
Annual Operating Impact	$10,000
Description of Operating Costs	New street lighting incurs monthly electrical services costs, which include MG&E maintenance. The estimated annual cost is $6,000. New traffic signals require annual preventive maintenance. The estimated annual cost is $4,000. Traffic Engineering anticipates it will have sufficient capacity in its base operating budget to fund the ongoing operating costs of these new assets.

	2026 Capital Budget		
	GO Borrowing	Other Funds	All Funds
Executive Budget	$ 171,568,393	$ 113,660,815	$ 285,229,208
Finance Committee Proposed Amendments	$ 120,000	$ 844,000	$ 964,000
2026 Finance Committee Proposed Capital Budget	$ 171,688,393	$ 114,504,815	$ 286,193,208
Finance Committee Recommended Amendments	$ 120,000	$ 844,000	$ 964,000
2026 Finance Cmt Recommended Capital Budget	$ 171,688,393	$ 114,504,815	$ 286,193,208

						2026 Capital Budget		2026-2031 Capital Improvement Plan (CIP)		
#	Agency	Project	Sponsor	Co-Sponsors	Action	2026 GO Borrowing	2026 Other Funds	Total GO Borrowing	Total Other Funds	Estimated Debt Service
1	Fleet Service	Fleet Equipment Replacement (Technical Correction)	Mayor Rhodes-Conway		Adopt	$ -	$ -	$ -	$ -	$ -
2	Engineering - Bicycle and Pedestrian	State Street Pedestrian Improvements	Verveer	Govindarajan	Adopt	$ -	$ -	$ -	$ -	$ -
3	Library	Horizon List: Central Library Improvements (new)	Verveer	Madison	Adopt	$ -	$ -	$ -	$ -	$ -
4	Parks	Park Land Improvements	Evers		Adopt	$ 120,000	$ -	$ 120,000	$ -	$ 14,068
5	Police	Horizon List: Body Worn Camera project (new)	Verveer	Harrington-McKinney	Adopt	$ -	$ -	$ -	$ -	$ -
6	Traffic Engineering	Street Light Installation and Traffic Signal Installation (Southwest Commuter Path)	Govindarajan; Verveer	Vidaver	Adopt	$ -	$ 844,000	$ -	$ 844,000	$ -

2026 Capital Budget: Finance Committee Amendments

Agency:	Fleet Service		Amendment #:	1
Project Name:	Fleet Equipment Replacement (Technical Correction)		Page #:	136
Sponsor(s):	Mayor Rhodes-Conway		Project #:	17060
Co-Sponsor(s):			Action:	Moved by Vidaver, Seconded by Govindarajan, to adopt
			Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Delete the following comment from the "Description of Major Changes" to accurately reflect funding sources: "Starting in 2026, the Urban Forestry Special Charge (UFSC) will fund debt service for UFSC vehicles, anticipated to be $925,000 in 2026 and $1.2 million over the remainder of the CIP (2027-2031). Starting in 2027, the Resource Recovery Special Charge (RRSC) will fund a portion of debt service for RRSC vehicles. Funding for UFSC and RRSC vehicles will be Non-General Fund GO Borrowing."

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	**2027**	**2028**	**2029**	**2030**	**2031**
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment is a technical correction to clarify a budget comment in the Executive Capital Budget. The program will be fully funded by Non-General Fund GO Borrowing supported by Fleet, not the Urban Forestry Special Charge (UFSC). There is no change to the amount of funding.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact:	N/A
Description of Operating Costs:	The amendment does not change the operating impact of the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Engineering - Bicycle and Pedestrian	Amendment #:	2
Project Name:	State Street Pedestrian Improvements	Page #:	100
Sponsor(s):	Verveer	Project #:	15797
Co-Sponsor(s):	Govindarajan	Action:	Moved by Verveer, Seconded by Govindarajan, to adopt
		Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

For the 100-300 blocks of State Street, advance project from 2030 to include $100,000 in 2028 for design and $1.75 million in 2029 for construction. For the 400-600 blocks of State Street, advance project from 2031 to include $100,000 in 2029 for design and $2.80 million in 2030 for construction.

Amendment Amount

Amounts below reflect the change from the executive budget, not the total project/ program amount.

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$100,000	$1,850,000	$950,000	$-2,900,000
Other	$	$	$	$	$	$
Total	**$**	**$**	**$100,000**	**$1,850,000**	**$950,000**	**$-2,900,000**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment advances construction in the State Street Pedestrian Improvements forward by one year for each phase. Under the proposed amendment, the 100-300 block of State Street would be constructed in 2029 with $100,000 of proposed funding in 2028 for design. The 400-600 block would be constructed in 2030 with $100,000 of proposed funding in 2029 for design. The amendment is net-neutral and does not change total amount proposed in the executive budget for the project. The ability to move the project forward by a year is contingent on the ability of TID 50 to support borrowing for the project. City staff will continue to monitor the TID 50's performance and confirm availability of TID funding prior to construction of the project. Based on the performance of the TID, the timing of project phases may be changed in future budgets.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact	N/A
Description of Operating Costs	The amendment does not change the operating impact of the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Library		Amendment #:	3
Project Name:	Horizon List: Central Library Improvements (new)		Page #:	15
Sponsor(s):	Verveer		Project #:	
Co-Sponsor(s):	Madison		Action:	Moved by Verveer, Seconded by Govindarajan, to adopt
			Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

The proposed amendment adds a new project for Central Library Improvements to the Horizon List.

Project: Central Library Improvements and Renovations

- **Description:** This project funds facility improvements and renovations to the Central Library to address maintenance that is needed since the last major renovation of the facility in 2012-2013. The scope of work will include maintenance (painting, furniture replacement, flooring replacement, other wear and tear, etc.) and renovations regarding optimizing space use and programming opportunities. This project would include a design phase to develop the scope of proposed renovations.
- **Estimated Budget:** Unknown at this time
- **Anticipated Operating Impact:** To be determined based on the scope of proposed improvements
- **Issues to be Addressed:** Completion of a zone analytics study, underway in 2025, to track patron flow inside the building. This study will inform recommendations for future design and scoping of the project. In addition, the project will need to be sequenced with the completion of the Reindahl Imagination Center and other library capital projects to ensure sufficient staff capacity for implementation.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	**2027**	**2028**	**2029**	**2030**	**2031**
GF GO Borrowing						
Non GF GO Borrowing						
Other						
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis *Additional information/ context on the amendment and the potential impact if adopted.*	
The proposed amendment adds a new Central Library Improvements project to the Library's Horizon List. There is no fiscal impact in the 2026 CIP, but the project would have capital costs in a future year when it moves from the horizon list into the budget.	
Operating Impact *Reflects the relative **change** in impact associated with the proposed amendment.*	
Annual Operating Impact	n/a
Description of Operating Costs	There is no operating impact associated with adding this project to the Horizon List.

2026 Capital Budget: Finance Committee Amendments

Agency:	Parks	Amendment #:	4
Project Name:	Park Land Improvements	Page #:	143
Sponsor(s):	Evers	Project #:	17421
Co-Sponsor(s):		Action:	Moved by Evers, Seconded by Govindarajan, to adopt
		Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Add $120,000 in GF GO Borrowing to the Park Land Improvements program in 2026 to replace the fencing along Park and Pleasure Drive behind Edgewood campus.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$120,000	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$120,000**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$14,067.66
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .15

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

An agreement with Edgewood, Incorporated from 1904 grants perpetual easement of Edgewood Drive for public park and right of way space. Per the agreement, the City is obligated to maintain a fence in good working order along the Park & Pleasure Drive between Woodrow Street and Edgewood Avenue. The proposed budget amendment would fund the replacement of the fence on the campus side of the path, and remove the fence on the lake side of the path. An amendment to the agreement will be required prior to removal of the fence on the lake side of the path. The cost includes all necessary permitting and onsite archaeological observation work.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact	0
Description of Operating Costs	No additional operating costs anticipated with the project.

2026 Capital Budget: Finance Committee Amendments

Agency:	Police		Amendment #:	5
Project Name:	Horizon List: Body Worn Camera project (new)		Page #:	15
Sponsor(s):	Verveer		Project #:	
Co-Sponsor(s):	Harrington-McKinney		Action:	Moved by Verveer, Seconded by Govindarajan, to adopt
			Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

The proposed amendment adds a new project for body worn cameras to the Horizon List.

Project: Body Worn Cameras

- **Description:** This project would fund the acquisition of body worn cameras (BWC) for all commissioned officers of the Madison Police Department. This project would have a multi-year, phased implementation plan to add 500 devices to equip all commissioned staff members with BWCs. The target would be to include the initial phase of this project in the 2027 capital improvement plan (CIP).
- **Estimated Budget:** $2.5 – $3.0 million for equipment, hardware, and other eligible capital costs
- **Anticipated Operating Impact:** Annual software costs to be determined based on technology vendor and implementation plan; Estimated need for 5.0 FTE civilian position for technology implementation, ongoing support, and public records management ($456,000)
- **Issues to be Addressed:** The implementation of BWCs will include significant operating costs. A full operating cost plan will need to be developed and included in the operating budget, in addition to funding capital costs.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	2027	2028	2029	2030	2031
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$	$	$	$	$	$
Total	**$**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The proposed amendment adds a new body worn camera project to the Police Department's Horizon List. There is no fiscal impact in the 2026 CIP, but the project would have significant capital and operating costs in a future year when it moves from the horizon list into the budget.

In November 2024, the Madison Police Department (MPD) submitted a report to the Common Council regarding the MPD's BWC experiment in the North District (Legistar File 86141). In that report, the total implementation cost for the full department was estimated at $3.2 million - $6.7 million. This estimate included the cost of software. This amendment narrative does not include software costs, as this is uncertain and there is a high variance in past estimates. Some software costs, such as one-time implementation fees, may be capitalized. However, ongoing software and license costs must be accommodated in the City's general fund operating budget. The ongoing operating cost will be dependent on multiple factors, including the phased implementation plan, number of devices added per year, and the technology vendor.

Regarding staffing, MPD anticipates it will need 5.0 FTE civilian positions for the implementation and ongoing support of BWCs. A detailed operating cost plan and staffing plan would need to be developed to move the project off the horizon list and into the CIP in a future year.

Operating Impact

*Reflects the relative **change** in impact associated with the proposed amendment.*

Annual Operating Impact:	n/a
Description of Operating Costs:	There is no operating impact associated with adding this project to the Horizon List. The anticipated operating impact of the project itself is described in the narrative and analysis above.

2026 Capital Budget: Finance Committee Amendments

Agency:	Traffic Engineering		Amendment #:	6
Project Name:	Street Light Installation and Traffic Signal Installation (Southwest Commuter Path)		Page #:	205
Sponsor(s):	Govindarajan; Verveer		Project #:	10418; 10427
Co-Sponsor(s):	Vidaver		Action:	Moved by Govindarajan, Seconded by Vidaver, to adopt
			Vote:	Voice Vote - Unanimous

Amendment Narrative

Brief description of what the amendment will do (e.g. add/remove funding, change project timing)

Add $844,000 in TIF increment from TID 48 in 2026 to the following programs: add $544,000 to the Street Light Installation program (Munis # 10418) and add $300,000 to the Traffic Signal Installation program (Munis # 10427). Funding will be used for improvements along the Southwest Commuter Path.

Amendment Amount

*Amounts below reflect the **change** from the executive budget, not the total project/ program amount.*

	2026	**2027**	**2028**	**2029**	**2030**	**2031**
GF GO Borrowing	$	$	$	$	$	$
Non GF GO Borrowing	$	$	$	$	$	$
Other	$844,000	$	$	$	$	$
Total	**$844,000**	**$**	**$**	**$**	**$**	**$**

Fiscal Impact

*Amounts below reflect the **change** from the executive budget, not the total debt service/ TOAH.*

Annual Debt Service (GF GO)	$ .00
Annual Debt Service (Non-GF GO)	$ .00
Taxes on the Average Value Home (TOAH) Impact	$ .00

Finance Department Analysis

Additional information/ context on the amendment and the potential impact if adopted.

The project plan for Tax Incremental District (TID) 48 was amended in July 2025 (Legistar File 88726; RES-25-00411) to include $844,000 for lighting improvements along the Southwest Commuter Path and the signalization at the Path/ Railroad crossing at W Washington Ave. The proposed budget amendment adds $544,000 to Traffic Engineering's Street Light Installation program to install LED path lighting along the Southwest commuter Path from Regent St to North Shore Dr to improve path user safety at night. In addition, the amendment adds $300,000 to the Traffic Signal Installation program to install a new traffic signal on the Southwest Commuter Path/Railroad crossing at West Washington Ave to improve pedestrian, bicycle, and motor vehicle safety. The signal was approved by the Transportation Commission.

Operating Impact *Reflects the relative **change** in impact associated with the proposed amendment.*	
Annual Operating Impact	$10,000
Description of Operating Costs	New street lighting incurs monthly electrical services costs, which include MG&E maintenance. The estimated annual cost is $6,000. New traffic signals require annual preventive maintenance. The estimated annual cost is $4,000. Traffic Engineering anticipates it will have sufficient capacity in its base operating budget to fund the ongoing operating costs of these new assets.

City of Madison

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

Master

File Number: 89651

File ID:	89651	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/21/2025
File Name:				**Final Action:**	

Title: Public Hearing - License Transfer
Little Palace LLC • dba Little Palace
Transfer from 225 King St to 1929 Winnebago St
Estimated Capacity (in/out): 50/15
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICTLL-2025-00804 App.pdf, LICTLL-2025-00804 Supplemental.pdf, 1929 Winnebago St map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	08/21/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025		Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING				Pass
	Action Text:	A motion was made by Verveer, seconded by Glenn, to RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING. The motion passed by voice vote/other. One registration in support.					

Text of Legislative File 89651

Title

Public Hearing - License Transfer
Little Palace LLC • dba Little Palace
Transfer from 225 King St to 1929 Winnebago St
Estimated Capacity (in/out): 50/15
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 410 (District 6)

Transfer of License Location

(Agenda Item Number)

(Legistar file number)

LICTLL-2025-00804
(License number)

6 (Alder District #) 410 (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☐ Beer, ☒ Liquor,
☐ Class C Wine

- This application **cannot** be used for a **Reserve Class B Combination Liquor & Beer licenses.**
- A completed City of Madison Liquor/Beer License Application should accompany this form.
- The fees will total $110: $100 Publication Fee and $10 License Transfer Fee.

Licensed Premises Information

This application modifies existing alcohol license number: LICLIB-2021-00137

Business dba Name: Little Palace

Licensed Address: 225 King Street

Liquor/Beer Agent Name: Jacqueline Le Alder, District #: Michael VerMeer

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Little Palace LLC

Business Mailing Address: 4202 Tomscot Trail

Business Contact Name, Position: Jacqueline Le, Owner

Business Phone: 608-712-5157 Business Email: Jacqueline@littlepalacemadison.com

New Premise Information

☒ Include floor plans with the application

Address: 1929 Winnebago St., Madison, WI, 53704

Physical description of building/land: Small commercial restaurant with a basement

Is any other business conducted on same premises? ☒ No ☐ Yes:

Was this location licensed for beer or liquor during the past year? ☐ No ☒ Yes – see below

Name and address of previous licensee: Mint Mark, 1929 Winnebago St, Madison, WI, 53704

continued on page two - OVER

Will the previous licensee surrender its license? ☒ Yes ☐ No

State any interest, directly or indirectly, that any brewer, bottler, wholesaler, manufacturer, or rectifier will hold in the premises for which you are applying:

N/A

If you do not own the fixtures, state the manner, terms and conditions under which said fixtures are held:

N/A

☐ Include City of Madison Alcohol License application form

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Authorized Signature , 8/18/2025 *Date*

Liquor/Beer License Application

(Agenda Item Number)

(Legistar file number)

(License number)

(Alder District #) (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider

Class B: ☐ Beer, ☒ Liquor,

☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☒ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Little Palace LLC

2. Trade Name (doing business as) Little Palace

3. Address to be licensed 1929 Winnebago St., Madison, WI, 53704

4. Mailing address 1929 Winnebago St., Madison, WI, 53704

5. Anticipated opening date 9/15/2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☒ No ☐ Yes (explain)

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☒ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Alcohol will be sold and served in the dining room, small patio and at the full service bar. Alcohol will be stored in the bar and in the basement stock area.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 50 Outdoor: 15

10. Describe existing parking and how parking lot is to be monitored.

    There is no parking lot fr the premise and patrons must use street parking.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to Mint Mark (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Jacqueline Le

13. City, state in which agent resides Madison, WI

14. How long has the agent continuously resided in the State of Wisconsin? 7 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed 12/19/2018

16. State and date of registration of corporation, nonprofit organization, or LLC.

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Owner	Jacqueline Le	Madison, WI
Owner	Stephanie Le	Madison, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    Stephanie Le

19. Is applicant a subsidiary of any other corporation or LLC?

    ☑ No ☐ Yes (explain)

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☐ No ☑ Yes (explain) The Le Le Group LLC

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☑ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11:00 AM - 9:00 PM	11:00 AM - 9:00 PM	11:00 AM - 9:00 PM	11:00 AM - 9:00 PM	11:00 AM - 9:00 PM	11:00 AM - 1:00 AM	11:00 AM - 1:00 AM
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Majority food sales

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
20 % Alcohol 80 % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☑ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☑ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 1 0 3 0 6 8 6 9 9 0 - 0 2

39. Federal Employer Identification Number 86-3250580

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Jacqueline Le

Business phone 608-712-5157 Business e-mail address jacqueline@littlepalacemadison.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☒ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☐ Appointment of Agent (if Corp/LLC), ☒ Member background investigation forms, ☒ Articles of Incorporation (if Corp/LLC), ☒ Floor Plans, ☒ Copy of Lease, ☒ Business Plan, and ☒ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

8/18/2025
(Date)

Clerk's Office checklist for complete applications

☐ WI Seller's Permit Certificate (matching articles of incorporation)	☐ Background investigation form(s)	☐ Floor Plans
☐ FEIN	☐ Form for surrender of previous license	☐ Lease
☐ Written description of premises	☐ *Articles of Incorporation	☐ Business Plan
	☐ *Appointment of Agent	☐ **Sample Menu
	* Corporation/LLC only	** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

Little Palace

APPETIZERS

CUCUMBER SALAD (VG) $4
SWEET & TANGY DRESSED CUCUMBERS
SOY, SESAME OIL, SESAME SEEDS

HOUSE SPECIAL EGG ROLL $3
FRIED & CRISPY, WITH SWEET & SOUR SAUCE
CHICKEN, BAMBOO, CABBAGE, CELERY

PORK SPRING ROLLS $4
GOLDEN FRIED, WITH SWEET & SOUR SAUCE
CABBAGE, TARO, CARROT

VEGGIE SPRING ROLLS (VG) $4
GOLDEN FRIED, WITH SWEET & SOUR SAUCE
CABBAGE, CARROT, SESAME OIL

CRISPY SHRIMP ROLLS $5
CRISPY WRAPPED SHRIMP, WITH SWEET & SOUR SAUCE

CRAB RANGOON $6
CREAM CHEESE FILLED FRIED WONTONS, WITH SWEET AND SOUR SAUCE
IMITATION CRAB, WHITE ONION

PORK POTSTICKERS $8
PAN-SEARED, WITH SWEET & SAVORY SOY
NAPA, GINGER, GREEN ONION, SESAME OIL

IMPOSSIBLE POTSTICKERS (VG) $8
PAN-SEARED, WITH SWEET & SAVORY SOY
IMPOSSIBLE "PORK," NAPA, CABBAGE, GINGER, GREEN ONION, SESAME OIL

FLAMING BEEF STICKS (GF) $8
SKEWERED BEEF ON FLAMING MINI GRILL

LOLLIPOP WINGS $10
FRIED & GLAZED
GARLIC, GREEN ONION

SOUPS

HOT AND SOUR (VG) $4
SHARP, RICH, SAVORY
CABBAGE, CARROT, WOOD EAR MUSHROOM, BAMBOO

EGG DROP (V|GF) $4
LUSCIOUS, WITH VELVETY EGG RIBBONS
CABBAGE, CARROT, WOOD EAR MUSHROOM, BAMBOO, EGG

SIDES

BLISTERED GREEN BEANS (VG) $8
GARLICKY, SWEET, TANGY

CRISPY GREEN BEANS, BROCCOLI, OR CAULIFLOWER (VG) $8
FRIED CRISP, WITH SWEET & SAVORY SOY

DESSERTS

ALMOND COOKIES (V) $2
BUTTERY & SWEET

ICE CREAM SANDWICH (V) $4
BLUE MOON SANDWICHED ALMOND COOKIES

LYCHEE SORBET (VG) $4
REFRESHING & LIGHT

CHINESE DONUTS $4
FRIED & TOSSED IN SUGAR, WITH CONDENSED MILK

V=VEGETARIAN | VG=VEGAN | GF=GLUTEN FREE
MODIFIABLE: SPICY VEGAN GLUTEN FREE
OUR KITCHEN IS NOT ALLERGEN-FREE.
OUR FRYER IS SHARED AMONG GLUTEN, MEAT, AND SEAFOOD PRODUCTS.
MENU IS SUBJECT TO CHANGE BASED ON AVAILABILITY.
PARTIES OF 6 MORE WILL BE SUBJECT TO A 20% GRATUITY CHARGE.

ENTRÉES SERVED WITH WHITE RICE | FRIED RICE ($1)

BROCCOLI $13
RICH & AMBER
CHOICE OF CHICKEN, TOFU, OR BEEF (+$1)

CASHEW CHICKEN $13
CRUNCHY CASHEW SAUTÉ
BROCCOLI, CELERY, CARROT

CHOW MEIN $13
SAUCY SAUTÉ, WITH CRISPY WONTON STRIP NOODLES
PEAPODS, CABBAGE, BROCCOLI, BAMBOO, CELERY, CARROT
CHOICE OF CHICKEN, BBQ PORK, VEGETABLE, BEEF (+$1), SHRIMP (+$2), OR SUBGUM (+3)

GENERAL TSO'S $15
SWEET GINGER
PINEAPPLE, BROCCOLI, CARROT
CHOICE OF CHICKEN, TOFU (VG), EGGPLANT (VG), CAULIFLOWER (VG), OR SHRIMP (+$2)

KUNG PAO $13
SAVORY AND SWEET CRUNCHY PEANUT STIR-FRY
PEANUT, WATER CHESTNUT, CARROT, CELERY, BELL PEPPER, WHITE ONION
CHOICE OF CHICKEN, TOFU, OR SHRIMP (+$2)

MONGOLIAN $13
SWEET SOY GLAZED STIR-FRY, ON FRIED CRISPY RICE NOODLES
WHITE ONION, GREEN ONION
CHOICE OF TOFU OR BEEF (+$1)

MOO SHU $14
LIGHT STIR-FRY WITH THIN PANCAKES AND SWEET HOISIN
CABBAGE, CARROT, BAMBOO, GREEN ONION
CHOICE OF BBQ PORK OR VEGETABLE

ORANGE $15
CANDIED ORANGE
BROCCOLI
CHOICE OF CHICKEN, TOFU (VG), CAULIFLOWER (VG), OR BEEF (+$1)

PEKING SHRIMP (GF) $17
SMOOTH & RICH
BABY CORN, STRAW MUSHROOM, PEAPODS, BROCCOLI, CELERY, CARROT

SESAME $15
VIBRANT, GLOSSY, SWEET
ON SHREDDED CABBAGE & CARROT, SESAME SEEDS ON TOP
CHOICE OF CHICKEN, BEEF (+$1), TOFU (VG), EGGPLANT (VG), CAULIFLOWER (VG), OR SHRIMP (+$2)

SHRIMP WITH LOBSTER SAUCE (GF) $17
SATINY & LUSCIOUS
PEAPODS, WATER CHESTNUT, PEAS, CARROT, EGG

SWEET & SOUR $13
STICKY, SWEET, TANGY
PINEAPPLE, BELL PEPPER, TOMATO, WHITE ONION
CHOICE OF CHICKEN, TOFU (VG, GF), CAULIFLOWER (VG), OR SHRIMP (+$2)

VEGGIE DELIGHT (VG|GF) $13
BRIGHT STIR-FRY
BROCCOLI, CARROT, BELL PEPPER, PEAPODS, WHITE ONION

NOODLES & RICE

LOMEIN $12
SWEET HOISIN AND SOY TOSSED YELLOW NOODLES
PEAPODS, SHREDDED CABBAGE & CARROT, WHITE & GREEN ONION
CHOICE OF CHICKEN, BBQ PORK, TOFU (VG), VEGETABLE (VG), BEEF (+$1), SHRIMP (+$2),
OR SUBGUM (+$3)

SINGAPORE NOODLES (GF) $12
FRAGRANT CURRY STIR-FRIED RICE VERMICELLI
YELLOW CURRY, PEAPODS, SHREDDED CABBAGE & CARROT, WHITE & GREEN ONION
CHOICE OF CHICKEN, BBQ PORK, TOFU (VG), VEGETABLE (VG), BEEF (+$1), SHRIMP (+$2),
OR SUBGUM (+$3)

FRIED RICE $11
QUINTESSENTIAL, FLAVORFUL
PEAS, CARROT, EGG, WHITE ONION
CHOICE OF CHICKEN, BBQ PORK, TOFU (V), VEGETABLE (V), BEEF (+$1), SHRIMP (+$2),
OR SUBGUM (+$3)

Little Palace

HOUSE COCKTAILS

MAI TAI $13
BLEND OF RUM, ORANGE CURACAO, ORGEAT, LIME

SINGAPORE SLING $13
GIN, ORANGE CURACAO, CHERRY LIQUEUR, BENEDICTINE, PINEAPPLE, SODA

PAINKILLER $12
RUM BLEND, PINEAPPLE, ORANGE, HOUSE-MADE COCONUT CREAM

LYCHEE MARTINI $12
VODKA, LYCHEE LIQUEUR, LYCHEE, LEMON

LI HING MARGARITA $10
CLASSIC MARGARITA WITH LI HING MUI (SALTY SOUR PLUM)

PHOENIX FLAME $10
HOUSE-INFUSED CHILI TEQUILA, TRIPLE SEC, STRAWBERRY, PINEAPPLE, LIME

MILK TEA PUNCH $10
RUM, BLACK TEA, CREAM, BITTERS

LYCHEE FLOAT $10
LYCHEE SORBET, SPARKLING WINE

DUCK SAUCE $12
PLUM BOURBON, APRICOT LIQUEUR, PINEAPPLE GINGER SHRUB, LEMON

SMOKING BANANAS $12
MEZCAL, BANANE DU BRÉSIL, CINNAMON, LIME

NON-ALCOHOLIC COCKTAILS

LYCHEE LEMONADE $6
HOUSE-MADE LEMONADE, LYCHEE

UNDER THE SEA $7
COCONUT, PINEAPPLE, LIME, SODA, BITTERS

GUAVA KOMBUCHA COOLER $6
GUAVA, KOMBUCHA, LIME

PASSION PUNCH $7
PASSION FRUIT PUREE, ORANGE, SODA

COCONUT COLD BREW $6
HOUSE-MADE COLD BREW, COCONUT CREAM, WHIPPED CREAM

CREAM POP $6
ORGEAT, LI HING MUI (SALTY SOUR PLUM) SYRUP, LEMON, ORANGE BITTERS

THE LUX $6
LUXARDO CHERRY SYRUP, ORANGE, LEMON, GINGER BEER

N/A LYCHEE FLOAT $10
LYCHEE SORBET, N/A SPARKLING ROSÉ

SHAREABLES

SCORPION BOWL $20
BRANDY, GIN, RUM BLEND, ORANGE, LIME, ORGEAT, DEMERARA

VOLCANO BOWL $35
RUM BLEND, LUXARDO, DEMERARA, PASSION FRUIT, PINEAPPLE, LIME



ASK ABOUT OUR PANDA OF THE WEEK

WINE $9 GLASS | $36 BOTTLE

RED
CABERNET | PENLEY ESTATE 'PHOENIX' | AUSTRALIA
PINOT NOIR | CLOS DES FOUS 'POUR MA GUEULE' | CHILE
MERLOT | PECORARI | ITALY
MALBEC | INKARRI | ARGENTINA

WHITE
SAUVIGNON BLANC | CHARTRON LA FLEUR | FRANCE
PINOT GRIGIO | WILHELM WALCH 'PRENDO' | ITALY
CHARDONNAY | LONE BIRCH | WASHINGTON, US
RIESLING | DR. LOOSEN 'DR. L' | GERMANY

ROSÉ
ROSÉ | MOULIN DE GASSAC | FRANCE
N/A SPARKLING ROSÉ | LEITZ 'EINS ZWEI ZERO' | GERMANY

PLUM
PLUM | KIKKOMAN | CALIFORNIA, US

SPARKLING
PROSECCO | CAVIT 'LUNETTA' | ITALY
CAVA ($25 BOTTLE) | CAMPO VIEJO | SPAIN

BEER & CIDER

TSINGTAO $6
CHINA | 4.7% ABV

HEINEKEN $6
NETHERLANDS | 5.0% ABV

MODELO ESPECIAL $6
MEXICO | 4.4% ABV

NEW GLARUS SPOTTED COW $6
NEW GLARUS, WI | 4.8% ABV

MILLER HIGH LIFE $4
MILWAUKEE, WI | 4.6% ABV

ODELL SIPPIN' PRETTY $7
FORT COLLINS, CO | 4.5% ABV

LEFT HAND MILK STOUT $7
LONGMONT, CO | 6.0% ABV

DOWNEAST ORIGINAL BLEND CIDER $9
BOSTON, MA | 5.1% ABV

HARD SELTZER $6

CLOUDLESS MANGO LYCHEE | PINEAPPLE YUZU
SHEBOYGAN, WI | 5% ABV

SODA

COKE, DIET COKE, SPRITE, DIET SPRITE $3
GINGER ALE $3
GOSLINGS GINGER BEER $4

JUICE & TEA

HOT TEA $3
MILK TEA $4
SWEET TEA $4
WANG LAO JI HERBAL $4
CRANBERRY $3

Little Palace Business Plan

EXECUTIVE SUMMARY

"Little Palace" is an American-Chinese restaurant that revisits the era when Chinese cuisine and dining was viewed as a celebratory event. The aesthetics are modernized with nods to the previous styles of this canon. We have taken a playful approach to the service and menu to rebirth some lost gems while rebooting some known classic dishes that are as American as apple pie. We will be offering Tiki-centric alcoholic beverages that have been synonymous with American-Chinese fare.

Little Palace will be operating in the Capitol Neighborhood where we will serve professionals, creatives, families, and with a target audience of 18 to 55. We have chosen this Capitol Neighborhood because we recognize that Madison is in need of more diversity in business ownership and we want to participate in the more visible parts of this city. We believe that the transplants to this city will be coming from more diverse spaces and we want to be prepared to welcome those that expect that.

We will be focusing on packaging and more social media marketing due to opening during a pandemic where occupancy is fluctuating. We know that diner's confidence may be wavering during this time, so communication and service will be a greater focus to ensure consumer satisfaction.

Little Palace will have price points that can offer accessibility to any budget. We will also offer specialty cuisines with higher price points and limited availability. We will be able to accommodate those who work around the square that need a quick lunch, a post-work drink and snack, or a family outing to celebrate.

Our playful presentation, price point, and quality of service will be our formula to engage and retain customers for repeat business and word-of-mouth referrals.

INDUSTRY OVERVIEW

Chinese and American-Chinese restaurants have suffered a blow in 2020 due to the pandemic and partly to racism. While restaurants nationwide have lost business owing to lockdowns, Chinese restaurants have been among the hardest hit. An April 2020 study conducted by the data subscription service Womply found that over half of them had stopped taking debit and credit card transactions during the pandemic, indicating closed operations—more than any other type of establishment. (The next most closed being "sandwich and deli concepts at 23%" According to Yelp data, half of the worst days for Chinese restaurant searches in the U.S. over the past year occurred since the coronavirus broke out.)

Many restaurants also struggled because Chinese-Americans, who made up the majority of their clientele, started avoiding restaurants as they were fearful of large gatherings. Chinese restaurants have been consistently declining in the country's Top 20 cities. 7% nationwide drops from 2014 to 2018. Part of it is a generational shift—the kids doing homework behind the counter have grown up and don't want to, or need to, take over the family business.

Old-school Chinese restaurants—the mom-and-pop shops marked by General Tso's chicken, happy-face plastic takeout bags, and lazy Susans—have been used to orders placed over the phone, not through the tech-savvy solutions accelerated by social distancing. They may be less used to third-party apps such Grubhub or Uber Eats. They may be less likely to have a major presence on social media. The blow to Chinese restaurants during the coronavirus pandemic is less of a sudden hit and more the result of years of pummeling.

In light of this, many can see this as a bad business opportunity due to the decline in figures over the last few years. However, we see this as an opening to enter the space to fill voids that will always desire one of America's iconic comfort foods.

We are the children that have grown up and want to take over the family business. We are generation that is afforded the privilege to not have to operate "old-school" and be able to modernize and engage the business with technology and culture. If anything, this opportunity feels more like an obligation of legacy rather that just a way to make a buck.

Market Analysis

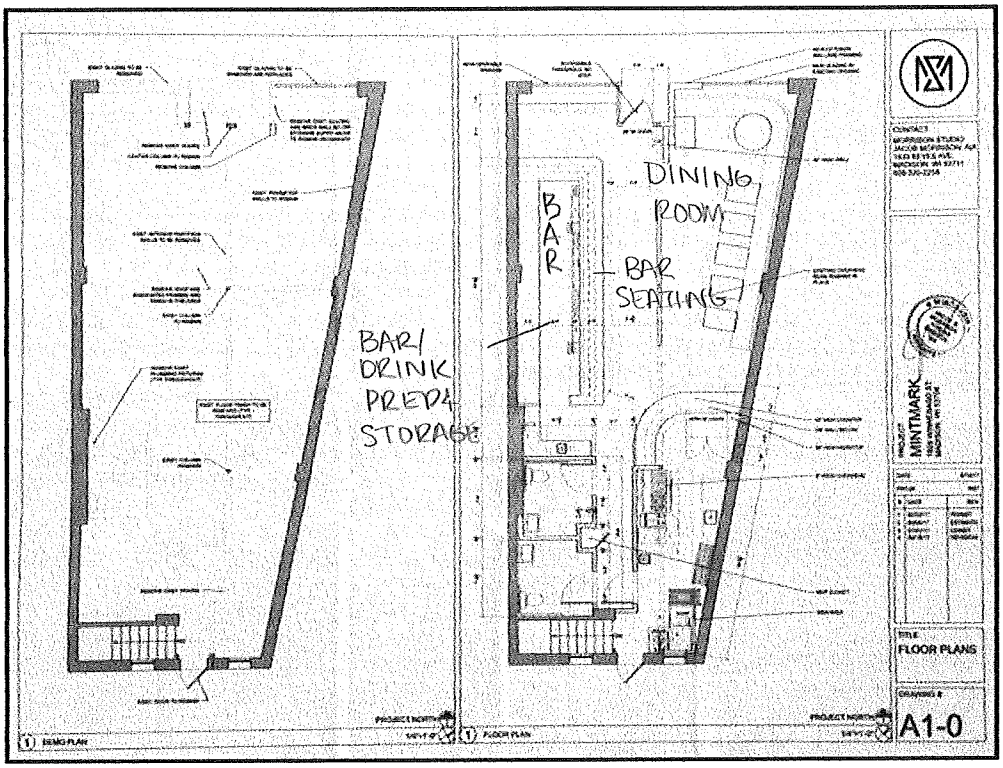
Our market size of the Madison metro area is 674,000 with a median age of 31 and an average household income of $87,055. Approximately 51% of the population is female. Racial demographics: White 78.5%, Asian 8.9%, Black 7.0%, Other 5.5%.

Trends in Target Market

With the tech industry on the rise in Madison, the average medium income is increasing and the demographics of young professionals with disposable income are growing. The city is attracting consumers from various parts of the US where there is more diversity and will have a broader palette than the offerings available in a Germanic state and city like Madison. There has been a 13% increase in population since the previous census in 2010.

LITTLE PALACE

Listing #1970377

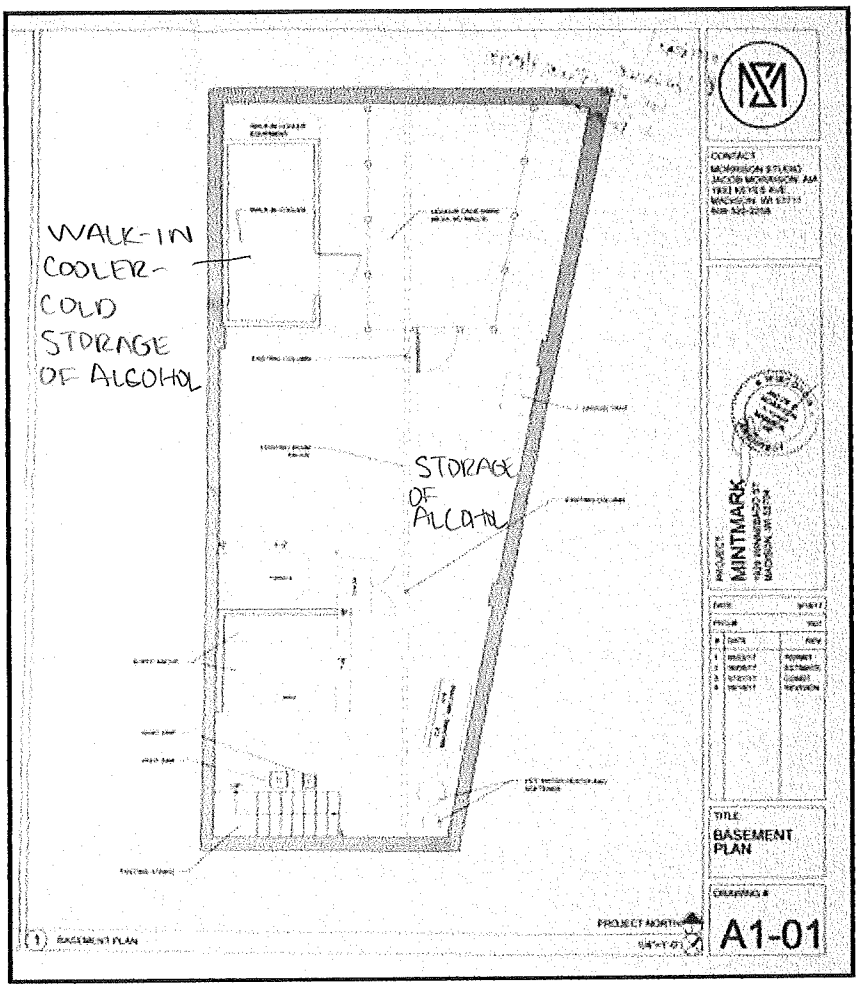


MAIN FLOOR

Floor Plans 2017

LITTLE PALACE

Listing #1970377



basement plan

September 2025 ALRC New License

Class A Licenses.csv

All items

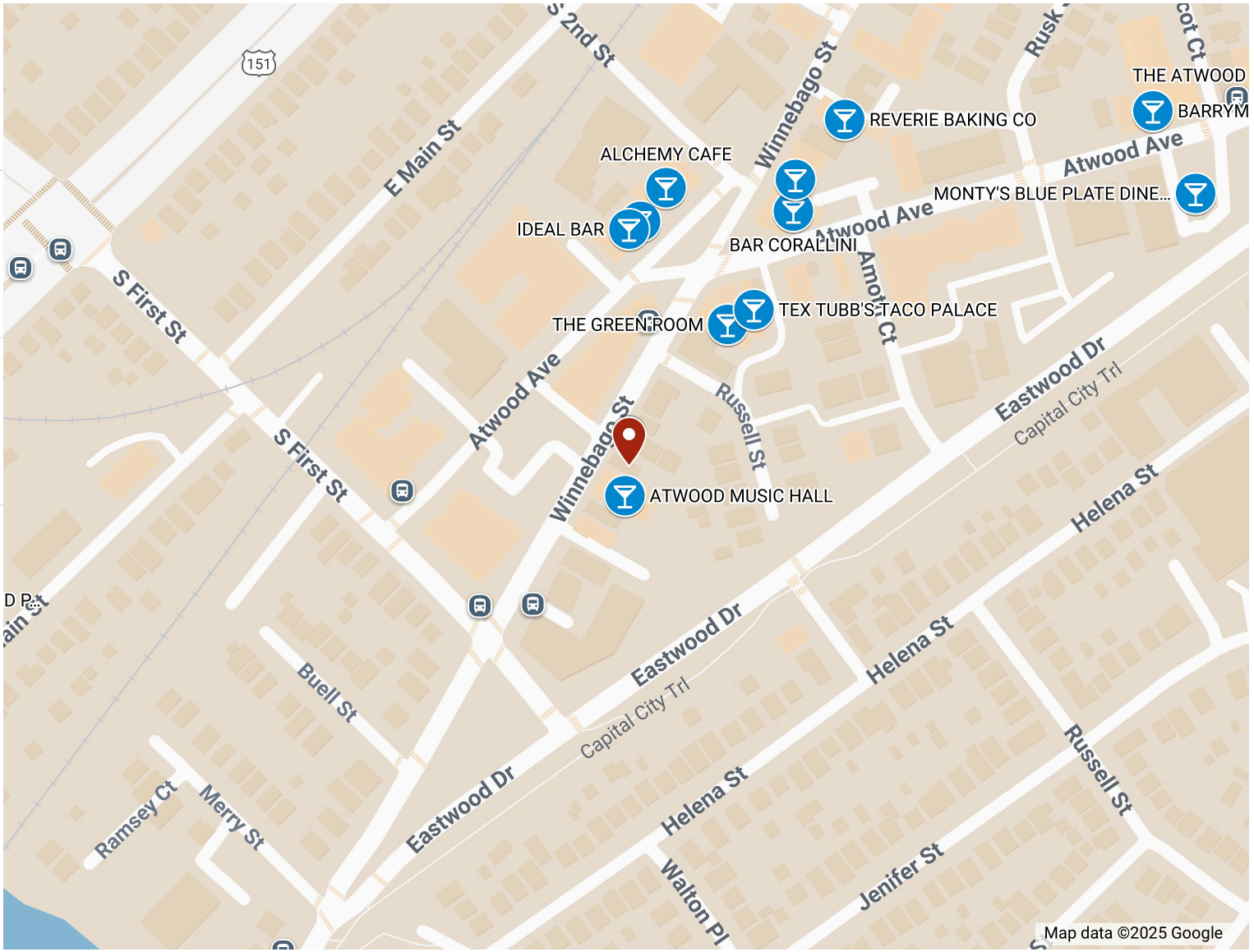
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89658

File ID:	89658	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Ciao Guys LLC • dba Osteria Novella
2903 University Ave • Agent: Evan Ackers
Estimated Capacity (in/out): 70/20
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 208 (District 5)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00751 App.pdf, LICLIB-2025-00751 Supplemental.pdf, 2903 University Ave map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025		Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING				Pass

Action Text: A motion was made by Glenn, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING. The motion passed by voice vote/other.

Two registrations in support.

Text of Legislative File 89658

Title

Public Hearing - New License
Ciao Guys LLC • dba Osteria Novella
2903 University Ave • Agent: Evan Ackers
Estimated Capacity (in/out): 70/20
Class B Combination Liquor & Beer • 20% alcohol, 80% food
Police Sector 208 (District 5)

Liquor/Beer License Application

133

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00751
(License number)

5 Vidaver (Alder District #) 208 (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☐ Beer, ☑ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☑ Limited Liability Company exactly as it appears on your State Seller's Permit.
   Ciao Guys LLC
2. Trade Name (doing business as) Osteria Novella
3. Address to be licensed 2903 University Ave, Madison, WI 53705
4. Mailing address 10 Mount Rainier Lane, Madison, WI 53705
5. Anticipated opening date 11/01/2025
6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?
   ☐ No ☑ Yes (explain)
   Agent application included for Evan Ackers
7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.
   The address is 2903 University Avenue located in the Quarry building owned by Flad Development. Alcohol will be stored only behind the 8 seat bar. There is an outdoor patio we hope to use in the summer.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 70 Outdoor: 20

10. Describe existing parking and how parking lot is to be monitored.

    There is a parking lot on site that will be monitored by management at the restaurant. Parking is for customers only.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to Bonta Inc. (Wovanta) (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Evan Ackers

13. City, state in which agent resides Oregon, WI

14. How long has the agent continuously resided in the State of Wisconsin? 32 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed 4/15/25

16. State and date of registration of corporation, nonprofit organization, or LLC.

    WI, 7/15/2025

17. In the table below list the directors of your corporation or the members of your LLC.
    ☑ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Owner	Giovanni Novella	Madison, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    N/A

19. Is applicant a subsidiary of any other corporation or LLC?

    ☑ No ☐ Yes (explain)

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☐ No ☑ Yes (explain) Interest in Dancing Goat Distillery

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☑ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☐ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Closed	4pm - 9pm	4pm - 9pm	4pm - 9pm	4pm - 9pm	4pm - 10pm	4pm - 10pm
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Italian dining. Pizza, pasta, etc.

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
20 % Alcohol 80 % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☑ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☑ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 1 0 3 2 1 2 3 1 2 3 - 0 4

39. Federal Employer Identification Number 39-2762018

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Evan Ackers

Business phone (608) 712-9312 Business e-mail address evan.ackers@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name Joe Bartol

Phone 608-257-2281 E-mail jbartol@stroudlaw.com

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☐ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☑ Appointment of Agent (if Corp/LLC), ☑ Member background investigation forms, ☑ Articles of Incorporation (if Corp/LLC), ☑ Floor Plans, ☑ Copy of Lease, ☑ Business Plan, and ☑ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

7/16/25
(Date)

Clerk's Office checklist for complete applications

☐ WI Seller's Permit Certificate (matching articles of incorporation)	☐ Background investigation form(s)	☐ Floor Plans
☐ FEIN	☐ Form for surrender of previous license	☐ Lease
☐ Written description of premises	☐ *Articles of Incorporation	☐ Business Plan
	☐ *Appointment of Agent	☐ **Sample Menu
	* Corporation/LLC only	** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

OSTERIA NOVELLA BUSINESS PLAN

VISION

Osteria Novella will feature traditional Italian pasta and pizza with a focus on southern Italian coastal cuisine. Fresh pasta made daily, house-made sourdough pizza, and traditional limoncello using classic imported Italian ingredients combined with using locally sourced produce from the Madison area will dominate the menu. Chef Giovanni brings over 20 years of experience in Italian kitchens, opening multiple locations across the country. Evan Ackers brings years of front of house experience using strong Italian hospitality values; warmth, elegance, and storytelling, having opened multiple restaurants across the state. Osteria Novella will be a refined yet approachable Italian restaurant that celebrates coastal Southern Italy, citrus-forward cuisine, and artisanal spirits. Chef Novella, known for his signature limoncello and modern Italian interpretations, brings his culinary heritage and signature liqueur to life in a vibrant dining experience.

BUSINESS PLAN/MISSION STATEMENT

At Osteria Novella, Giovanni blends timeless Italian flavors with a modern chef's instinct using handmade pastas, line-caught seafood, and local, seasonal produce. Oste, meaning 'host' in Italian, will be a focus of Osteria Novella. We will provide a welcoming, neighborhood friendly atmosphere for upscale and casual diners alike. Osteria Novella will provide a variety of service styles catered to each specific diner. The Osteria is for discerning diners who crave more than a meal – they want a story. The role of General Manager will be filled by Evan Ackers. He will operate front of house operations, the bar program, hiring, and guest interactions. A startup budget, monthly operating costs, and revenue projections are attached.

LEGAL AND FINANCIAL SETUP

Osteria Novella will operate under the Ciao Guys LLC with Giovanni Novella and Evan Ackers as co-owners. Novella Limoncello and Ciao Guys LLC are trademarked. The domain for Osteria Novella and social media accounts are secured and activated. The business license, food service permit, and liquor license are currently in process with the city. Health department inspection and building compliance checks will commence with the start of construction.

LOCATION

Osteria Novella will operate at 2903 University Avenue, formerly Novanta Neapolitan restaurant. Providing a variety of dining experiences will help Osteria Novella cater to the upscale diners from the Shorewood Hills neighborhood and nearby hospitals as well as a more casual dining experience for locals and medical and other university students. With the high visibility on the corner of University Avenue and Ridge Street along with north, east, and south facing windows, a well-lit, Southern Italian inspired design facing University Avenue will be ideal.

DESIGN & BRANDING

The interior of Osteria Novella will be highlighted by a well lit bar immediately upon entry along with a partially open kitchen design with visibility for guests. The bar will include a limoncello display while the kitchen will feature a Neapolitan pizza oven, pasta maker and cooker, and garmo station. White stucco, warm yellow, and citrus green accents along with Capri tiles, and lemon trees in terracotta pots will decorate the interior of the restaurant. The logo will pay homage to the Novella Limoncello brand. The website will include menus, reservations, chef and owner bios, and press features.

STAFFING & TRAINING

Staffing will begin approximately 2 months prior to the open date with training starting 2 weeks prior to initial soft opening dates. Front of house roles will be filled by General Manager Evan Ackers while back of house roles will be filled by Chef Giovanni Novella. Initially, Osteria Novella will operate without the roles of sous chef, assistant general manager, or bar manager, with the opportunity to fill these roles as the business grows.

TECH CONTRACTS

POS systems, reservations systems, online ordering contractors, and other operating systems contracts will be filled upon the finalization of the lease.

MARKETING & PR

Chef Giovanni will highlight the brand. Promoting his story, accolades, prior restaurant experience, and limoncello will be the primary focus of the marketing and branding. The soft opening will include a friends and family night along with relevant press, influencers, and neighbors. A contractor will be hired to create the website and social media accounts as the url and social media handles are already secured. With Chef Giovanni's and General Manager Evan's Best of Madison accolades and influencer relations, public relations will be a strong suit.

BAR MENU

- **SPRITZES**
  - Aperol - $13
  - Campari - $13
  - Italicus - $13
  - Novella Limoncello - $13
- **NEGRONI**
  - Classic - $13
    - Gin, Campari, Dolin Rouge
  - Boulevardier - $13
    - Bourbon, Campari, Dolin Rouge
  - Mezcal Negroni - $13
    - Ilegal mezcal, Aperol, Lillet Blanc
  - Negroni Novella - $13
    - Gin, Campari, Limoncello, Sweet Vermouth
- **SIGNATURE**
  - Sage/Plum - ~$13

        - State Line American Gin, Bitter Truth Pimento Dram, sage, lemon, plum bitters, up
    - Whiskey Wash - ~$15
        - Prosciutto fat washed bourbon, demerara sugar, angostura bitters, fennel bitters??, large cube
    - Mare e Miele - ~$14
        - Thyme infused vodka, Limoncello, honey, lemon, sea salt saline, up
    - Gin/Limoncello - ~$13
        - Gin, Limoncello, Giffard Framboise, rosemary, lemon, Bitter Truth Fee Foam, prosecco, tall
    - Batavia Arrack
        - Batavia Arrack, Campari, grapefruit, lime, orgeat

- **CLASSICS**
    - Limoncello Espresso Martini - $

        - Limoncello, Nonino Amaro, State Line coffee, espresso, vanilla tincture, up
    - Classic Espresso Martini - $
        - Vodka, triple sec, State Line coffee, espresso, up
    - El Diablo - $
        - Reposado tequila, lime, ginger beer, Giffard Creme de Cassis float, tall
    - Hemingway Daiquiri - $
        - Rum, maraschino, grapefruit, lime, up
    - Manhattan - $
        - J. Henry bourbon, 3 blend of vermouth, angostura bitters, cherry, rocks or up
- **WHITE WINE**
    - 3-4 Glass pours
    - ~10 By the bottle options

- **RED WINE**
    - 3-4 Glass pours
    - ~15 By the bottle options
- **SPARKLING**
    - 2 Glass pours
    - 3 By the bottle options
- **BEER**
    - No draft, only can/bottle options

September 2025 ALRC New License

Class A Licenses.csv

All items

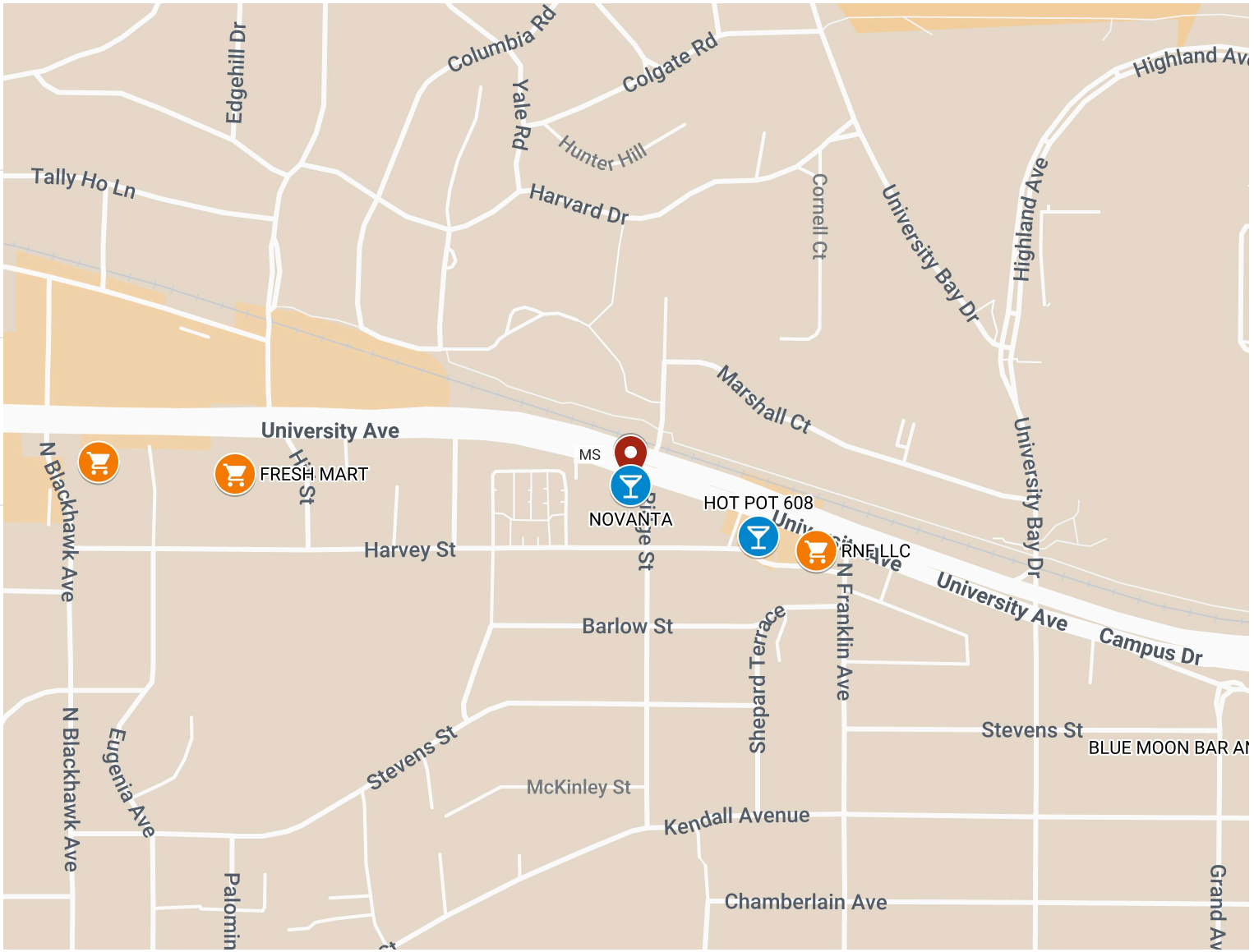
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89659

File ID:	89659	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Chennis LLC • dba Oliva Italian Mediterranean Cuisine
751 N High Point Rd • Agent: Jayanthi Ramu
Estimated Capacity (in/out): 107/0
Class B Beer, Class C Wine • 25% alcohol, 75% food
Police Sector 126 (District 19)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00781 App.pdf, LICLIB-2025-00781 Supplemental.pdf, 751 N High Point Rd map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE		09/17/2025	Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING				Pass

Action Text: A motion was made by Glenn, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING. The motion passed by voice vote/other.

One registration in support, one registration in opposition.

Text of Legislative File 89659

Title

Public Hearing - New License
Chennis LLC • dba Oliva Italian Mediterranean Cuisine
751 N High Point Rd • Agent: Jayanthi Ramu
Estimated Capacity (in/out): 107/0
Class B Beer, Class C Wine • 25% alcohol, 75% food
Police Sector 126 (District 19)

9/17

149

Liquor/Beer License Application

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

(Agenda Item Number)

(Legistar file number)
Liclib-2025-00781
(License number)

19 (Alder District #) 126 (Police Sector)
Office Use Only

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☒ Beer, ☐ Liquor,
☒ Class C Wine

Section A – Applicant

1. List the name of your ☑ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☐ Limited Liability Company exactly as it appears on your State Seller's Permit.

   CHENNIS LLC

2. Trade Name (doing business as) OLIVA | ITALIAN MEDITERRANEAN CUISINE

3. Address to be licensed 751 N HIGH POINT ROAD, MADISON, WI 53717

4. Mailing address 3639 EDEN COURT, VERONA, WI - 53593

5. Anticipated opening date 09-01-2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☐ No ☐ Yes (explain)

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Alcohol will be served in a refrigerator inside the restaurant. Alcohol will be sold and served only inside the indoor dining area at this time. If outdoor seating is added in the future and approved, alcohol may also be served in the outdoor dining area.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 107 Outdoor: 0

10. Describe existing parking and how parking lot is to be monitored.

    Shared parking lot available for customers and Employees. The lot is monitored by property Management and periodically checked by restaurant staffs during business hours.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to Mehmat Dayi (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent JAYANTHI RAMU
13. City, state in which agent resides VERONA, WI
14. How long has the agent continuously resided in the State of Wisconsin? 9 years
15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed 07-27-2025

16. State and date of registration of corporation, nonprofit organization, or LLC.

    WI, 03-11-2025

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
OWNER	JAYANTHI RAMU	VERONA, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    JAYANTHI RAMU

19. Is applicant a subsidiary of any other corporation or LLC?

    ☑ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☑ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☑ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11am 9pm	11am-9pm	11am-9pm	11am-9	11am-9pm	11am-9pm	11am-9pm
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Food Catering

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
25 % Alcohol 75 % Food 0 % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☐ No ☑ Yes—what kind? Live music, DJ

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26.

38. State Seller's Permit 4 5 6 - 1 0 3 1 9 7 8 3 2 0 - 0 2

39. Federal Employer Identification Number 33 - 3899826

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person JAYANTHI RAMU

Business phone 2105689190 Business e-mail address to.chennis@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☑ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☑ Appointment of Agent (if Corp/LLC), ☑ Member background investigation forms, ☑ Articles of Incorporation (if Corp/LLC), ☑ Floor Plans, ☑ Copy of Lease, ☑ Business Plan, and ☑ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Jyothika — 08/01/2025

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor) (Date)

Clerk's Office checklist for complete applications

- ☒ WI Seller's Permit Certificate (matching articles of incorporation)
- ☒ FEIN
- ☒ Written description of premises
- ☒ Background investigation form(s)
- ☒ Form for surrender of previous license
- ☒ *Articles of Incorporation
- ☒ *Appointment of Agent

* Corporation/LLC only

- ☒ Floor Plans
- ☒ Lease
- ☒ Business Plan
- ☒ **Sample Menu

** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

Business Proposal

Chennis LLC

OLIVA Italian & Mediterranean Cuisine

751 N High Point Rd, Madison, WI 53717

Overview

Chennis LLC is the new ownership entity of the existing restaurant OLIVA Italian & Mediterranean Cuisine, located at 751 N High Point Rd in Madison, Wisconsin. The restaurant has been successfully operating for over 18 years and is well-known for its authentic, homemade-style Italian and Mediterranean dishes.

We are committed to continuing the high standards of quality, service, and affordability that OLIVA is known for. Under new management, the restaurant will retain its current name, menu, and core team of employees. Our goal is to maintain continuity for our loyal customers while bringing a renewed energy to operations.

Cuisine and Service

OLIVA specializes in Italian and Mediterranean cuisine, offering a variety of vegetarian and non-vegetarian dishes inspired by traditional recipes. Our food is:

- Homemade in style
- Reasonably priced
- Hygienically prepared
- Served fresh daily

We are dedicated to providing high-quality meals that are both delicious and affordable to the local community.

Staff

The current experienced team will continue to provide excellent customer service and food preparation:

- Marco – Chef
- Hassan – Line Cook
- Mithras – Server
- Rajesh – Kitchen Assistant
- Erhan – Server

Hours of Operation

Monday to Sunday: 11:00 AM to 9:00 PM

Seating Capacity

Total indoor seating capacity: 100 guests

Alcohol Service

We intend to continue offering beer, wine, and liquor to our dine-in guests, consistent with the current license classification. There will be no change in the layout or service style, and all alcohol will be served by trained staff to patrons dining on-premises.

Commitment to Compliance

We will adhere to all state and city alcohol laws and health regulations. Our team will maintain responsible alcohol service practices, and all staff serving alcohol will complete the required certification and training.

Conclusion

OLIVA Italian & Mediterranean Cuisine will continue to be a welcoming, family-friendly restaurant under the ownership of Chennis LLC. We respectfully request approval for the transfer of the current alcohol license to our company so that we may continue providing an excellent dining experience to our community.

OLIVA

Italian & Mediterranean Cuisine

DINNER MENU

APPETIZERS

All served with homemade Turkish bread

(V) APPETIZERS COMBO.....$15.99
Humus, Kisir, Chaman, Tapenade

(GF)(V) HUMUS.....$5.99
Pureed chickpeas with tahini, garlic & lemon

(V) KISIR.....$6.99
Cracked wheat (bulgur) with tomato, cucumber, parsley and lemon juice

(GF)(V) OLIVA'S TAPENADE.....$6.99
Olives, capers & garlic with olive oil

(GF)(V) ACUKA (CHAMAN).....$6.99
Spicy red pepper paste with walnut and garlic

(GF)(V) BABA GANUSH.....$6.99
Baked eggplant blended with tahini, garlic, olive oil & fresh lemon juice

(GF)(V) TOMATO CAPRESE.....$7.99
Sliced tomatoes, fresh mozzarella, fresh basil, Kalamata olives splashed with olive oil & balsamic vinegar

(V) CIGAR BOREK.....$7.99
Turkish pastry filled with feta cheese & parsley, rolled and fried, served with tomato sauce

(V) FALAFEL.....$8.99
Tasty fried chickpea patties with tahini sauce

FRIED CALAMARI.....$10.99
Lightly breaded fresh calamari fried and served with tomato sauce

(V) GARLIC BREAD.....$3.99
Homemade bread, glaze with garlic butter served with marinara sauce

(V) CHEESE BREAD.....$4.99
Homemade garlic bread with cheese

(GF)(V) FETA CHEESE PLATE.....$7.99
Feta cheese served with tomatoes, cucumber and Kalamata olives

FRENCH FRIES.....$4.99

CHICKEN FINGERS.....$6.99

SOUP & SALADS

All served with homemade Turkish bread

(GF)(V) RED LENTIL SOUP Cup.....$3.99 Bowl.....$4.99

	Small	Large
(GF)(V) HOUSE SALAD Romaine lettuce, red onions, tomato, cucumber	$4.99	$7.99
(GF)(V) MEDITERRANEAN Romaine lettuce, tomatoes, red onions, Kalamata olives, cucumber & feta cheese with house dressing	$6.99	$10.99
(GF)(V) SHEPHERD SALAD Freshly chopped tomato, onions, cucumber tossed in house dressing, topped with feta cheese, Kalamata olives & parsley	$7.99	$11.99
(V) CAESAR SALAD Romaine Lettuce tossed in caesar dressing with parmesan cheese and croutons	$5.99	$9.99
(GF)(V) GARDEN SALAD Romaine Lettuce, red onions, tomato, cucumber, green pepper & mozzarella cheese	$5.99	$9.99

ADD ANY OF SALAD -

Marinated chicken	$2.99	$3.99
Shrimp	$5.99	$7.99
Gyro	$4.99	$6.99
Anchovies	$3.99	$5.99
Falafel	(2 pieces) $3.50	(4 pieces) $6.99
Grilled Salmon (8oz) small or large salad		$10.99

SALAD DRESSINGS House dressing (Olive oil, lemon juice, garlic, basil), Ranch, Blue cheese, Italian, Caesar, Honey mustard, Honey french

(V) Vegetarian (GF) Gluten Free*

OLIVA'S BAKED ENTREES

All served with homemade Turkish bread & soup or house salad

(Upgrade to garden, mediterranean or caesar salad for $3.50 & shepherd salad for $4.50

LASAGNA.....$16.99
Layers of pasta with homemade meat sauce, ricotta and mozzarella cheese

(V) BAKED ZITI.....$15.99
Penne pasta baked with ricotta, mozzarella & parmesan cheese

(GF) STUFFED EGGPLANT(Karniyarik)$16.99
Oven roasted eggplant stuffed with ground beef, onions & garlic, served with rice

(V) CHEESE TORTELLINI.....$15.99
Pasta rings stuffed with cheese

(V) MANICOTTI.....$15.99
Pasta tubes filled with ricotta & mozzarella cheese

(V) CHEESE RAVIOLI.....$15.99
Pasta pockets filled with ricotta cheese and topped with mozzarella cheese

CANNELLONI.....$15.99
Pasta tubes filled with ground beef, spinach, ricotta and mozzarella cheese

(V) EGGPLANT PARMIGIANA.....$15.99
Lightly breaded eggplant topped with marinara and mozzarella cheese served with spaghetti

LAMB DELIGHT.....$17.99
Small cubed lamb sautéed with red peppers, onions, green peppers, tomatoes & garlic in our special tomato sauce served over hummus with pine nuts

OLIVA'S VEGGIE ENTREES

(GF)(V) NOHUTLU ISPANAK.....$16.99
Spinach, onions, carrots, celery and garbanzo beans sautéed with tomato sauce topped with homemade yogurt sauce served with rice

(V) FALAFEL.....14.99
Tasty fried balls of chickpeas, served with lettuce, tomatoes, onions, tahini sauce and rice

(GF)(V) VEGGIE STEW.....$15.99
Cauliflower, celery, carrots, onions, potatoes, garbanzo beans, green beans, fresh herbs slow cooked and served with rice

(GF)(V) THE IMAM FAINTED.....$16.99
Oven roasted eggplant stuffed with onions, tomatoes garlic, green peppers, pine nuts, served with rice

OLIVA'S GRILLED ENTREES

All served with homemade Turkish bread & soup or house salad

(GF) LAMB SHISH KEBAB*.....$19.99
Tender cubes of lamb (halal) grilled on skewers with onions & green peppers served with yogurt sauce and rice

(GF) BEEF SHISH KEBAB*.....$17.99
Tender cubes of beef grilled on skewers with onions & green peppers served with yogurt sauce and rice

(GF) CHICKEN SHISH KEBAB.....$16.99
Tender cubes of chicken grilled on skewers with onions & green peppers served yogurt sauce & rice

KOFTE(MEAT PATTIES)*.....$16.99
Grilled seasoned ground beef patties served yogurt sauce and rice

GYRO (DONER).....$16.99
Marinated beef (halal) grilled on vertical spit, served with Tzatziki sauce and rice

*Whether dining out or preparing food at home, consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness

(V) Vegetarian (GF) Gluten Free*

CHICKEN & PASTA

All served with homemade Turkish bread & soup or house salad

CHICKEN MARSALA.....$18.99
Chicken breast sautéed with mushroom and Marsala wine served with fettuccine pasta

(V) FETTUCCINE ALFREDO.....$14.99

CHICKEN ALFREDO.....$16.99

SHRIMP ALFREDO.....$18.99

CHICKEN PARMIGIANA.....$16.99
Breaded chicken breast topped with tomato sauce & mozzarella cheese served with spaghetti

SPAGHETTI.....$16.99
With choice of meatballs or meat sauce.
(V) veggie sauce or (V) marinara sauce

OLIVA'S SEAFOODS

All served with homemade Turkish bread & soup or house salad

(GF) SHRIMP ARTICHOKE.....$18.99
Shrimp and artichoke sautéed with red peppers and garlic, simmered in our special creamy white sauce served with rice

(GF) SHRIMP MEDITERRANEAN.....$18.99
Shrimp sautéed with red peppers, onions, green peppers, tomatoes and garlic in our special tomato sauce served with rice

(GF) SALMON ALATURKA.....$19.99
Sautéed carrots, celery, onions, artichoke, red peppers with light lemon sauce over grilled salmon, served with rice

CALZONES

Made to order turnover filled with ricotta & mozzarella cheese create your own masterpiece with any of toppings

(V) CHEESE *(Ricotta & Mozzarella)*.....$10.99

Traditional toppings add $1.99
Pepperoni, sausage, ground beef, ham, bacon, extra cheese, spinach, green pepper, onion, black olive, mushroom, tomato, garlic

Specialty toppings add $2.99
Artichoke, eggplant, roasted red pepper, grilled chicken, capers, feta cheese, sun dried tomatoes, meatballs, pineapple, fresh basil, green olives, broccoli

Anchovies add.....$3.99
Shrimp add.....$4.99
Extra sauce.....$0.75

SIDE DISHES

Steamed veggies.....$5.99
(Broccoli, cauliflower, carrots)
Homemade yogurt.....$4.99
(GF) Side rice.....$4.99
Side meatballs (4 meatballs).....$5.99

SPECIAL CALZONES

(V) MARGARITA.....$14.99
Fresh basil, tomatoes, mozzarella & ricotta

CHICKEN PESTO.....$14.99
Creamy pesto sauce, chicken, tomatoes, mozzarella & ricotta

BARBEQUE CHICKEN.....$14.99
Barbecue sauce, chicken, red onion, mozzarella & ricotta

STEAK & ONION.....$14.99
Steak, onion, mozzarella, marinara sauce

(V) MEDITERRANEAN.....$14.99
Spinach, feta cheese, mozzarella & ricotta

DELUXE $14.99
Pepperoni, sausage, ground beef, onion, mushroom, green peppers, black olives, mozzarella & ricotta

(V) VEGGIE $14.99
Onion, mushroom, black olives, green pepper, spinach, tomato, mozzarella & ricotta

ALL MEAT.....$14.99
Pepperoni, sausage, ground beef, ham, bacon, mozzarella &ricotta

(V) Vegetarian (GF) Gluten Free*

** Oliva strives to provide options for customer who avoid gluten. However, we do not have separate gluten-free kitchen.*

OLIVA'S PIZZAS

Hand Tossed New York Style Thin Crust

	Small 10"	Medium 12"	Large 14"	X Large 16"
(V) **CHEESE**	**$10.99**	**$11.99**	**$13.99**	**$15.99**
Traditional Toppings Add	$1.69	$2.50	$3.49	$3.79
Pepperoni, sausage, ground beef, ham, bacon, extra cheese, spinach, green pepper, onion, black olive, mushroom, tomato, garlic				
Specialty Toppings Add	$2.89	$3.59	$4.00	$4.50
Artichoke, eggplant, roasted red pepper, grilled chicken, capers, feta cheese, sun dried tomatoes, meatballs, pineapple, fresh basil, green olives, broccoli				
Anchovies add	$3.00	$4.00	$4.50	$4.99
Shrimp add	$4.00	$5.00	$6.00	$6.99

SPECIALTY PIZZAS

	Small 10"	Medium 12"	Large 14"	X Large 16"
DELUXE	$14.99	$16.99	$19.99	$21.99
Pepperoni, sausage, ground beef, onion, mushroom, green peppers, black olives				
(V) VEGGIE	$14.99	$16.99	$19.99	$21.99
Onion, mushroom, black olives, green pepper, spinach, tomato, extra cheese				
ALL MEAT	$14.99	$16.99	$19.99	$21.99
Pepperoni, sausage, ground beef, ham, bacon, extra cheese				
CHICKEN PESTO	$14.99	$16.99	$19.99	$21.99
Our creamy pesto sauce, chicken, tomato, mozzarella cheese				
BARBEQUE CHICKEN	$14.99	$16.99	$19.99	$21.99
Barbeque sauce, chicken, red onion, mozzarella cheese				
PHILLY STEAK	$14.99	$16.99	$19.99	$21.99
Steak, onion, mushroom, green peppers, mozzarella cheese				
(V) MEDITERRANEAN	$14.99	$16.99	$19.99	$21.99
Spinach, feta cheese & mozzarella cheese				
(V) MARGARITA	$14.99	$16.99	$19.99	$21.99
Fresh pizza dough splashed with olive oil, topped with fresh basil, tomatoes & mozzarella				
(V) WHITE PIZZA	$13.99	$14.99	$16.99	$18.99
Oliva's special homemade white sauce, tomato, mozzarella cheese				

BEVERAGES

Pepsi, Root Beer, Diet Pepsi, Cherry Pepsi, Sierra Mist, Lemonade	$3.29
ICE TEAS (Unsweetened, Raspberry)	$3.29
Apple juice	$3.50
Milk	$3.50
Coffee	$3.50
Herbal tea	$3.50
Turkish Tea	$3.50
Turkish Coffee	$4.50

18% Gratuity may included for parties of 8 or more.

CHILDREN MENU

All served with homemade Turkish bread & drink

(V) CHEESE RAVIOLI	$6.99
CHICKEN FINGERS & FRIES	$7.99
GYRO & RICE	$7.99
GYRO & FRENCH FRIES	$7.99
(V) SPAGHETTI (marinara sauce)	$7.99
Add meatballs for	$2.50
Add meat sauce for	$2.50

(V) Vegetarian (GF) Gluten Free*

OLIVA'S WINE LIST

REDS

Glass Bottle

COTE MAS ROUGE, FRANCE.....7.5.....30
(Grenache Noir, Carignon, Cinsault, Merlot, Syrah blend) Soft and fruity with notes of black currant, ripe berries and a touch of licorice

ARROGANT FROG PINOT NOIR, FRANCE.....8.....32
Medium-bodied with aromas of strawberry, cherry & soft spices

RUFFINO CHIANTI, ITALY.....8.....30
A not-too-dry, medium-bodied juicy Red wine with fresh raspberry, cherry and a hint of rose petals.

7 DEADLY ZINS ZINFANDEL, CALIFORNIA.....7.5.....30
Big and bold with rich berry, ripe plum and savory pepper leading to a lingering, dry finish

CALLIA MALBEC, ARGENTINA.....7.5.....30
Soft & elegant with notes of spice, cherries and plums

DRUMHELLER MERLOT, CALIFORNIA.....8.5.....34
Juicy flavors of blueberry, subtle spice and rose petals with hint of cocoa and soft , smooth finish

CARMEL ROAD CABARNET, CALIFORNIA.....7.5.....30
Rich flavors of black cherry, blueberry and notes of vanilla beans.

FAUSTINO TEMPRANILLO, SPAIN.....8.5.....34
Fruit and spice aromas with cherry and berry fruit flavors and spice on the palate

BLUSH, SPARKLING & SANGRIA

Glass Bottle

BARTON AND GUSTIER ROSE, FRANCE.....7.....28
Aromas of raspberry, cherry and red currant soft and smooth on the palate developing aromas of small red berries

LO DUCA LAMBRUSCO, ITALY.....7.....28
Fruity & fizzy with strawberry, cherry tones

BRICCO RIELLA MOSCATO D'ASTI, ITALY.....8.5.....33
A sweet and effervescent wine with notes of peach and apricot

WHITE OR RED SANGRIA.....7.....28
Refreshing house blend served over ice with fresh fruit

WHITES

Glass Bottle

COTE MAS BLANC, FRANCE.....7.5.....30
(Grenache Blanc, Vermentino, Chardonnay, Sauvignon Blanc blend) Vibrant notes of citrus, grapefruit and a touch of tropical fruits, light and fruity with a well-balanced acidity

LUNA NUDA PINOT GRIGIO, ITALY.....8.5.....34
Bright crisp flavors of golden delicious apple and citrus with a hint of minerality.

CUPCAKE SAUVIGNON BLANC, NEW ZEALAND...7.5.....30
Flavors of Meyer lemons and key lime with vibrant acidity

HOGUE LATE HARVEST RIESLING, WASHINGTON.7.5.....30
Flavors of Meyer lemons and key lime with vibrant acidity

BENZIGER CHARDONNAY, CALIFORNIA.....8.5.....34
On the palate, a floral beauty with apricot nectar and skin defining a

TURKISH WINES

Glass Bottle

CANKAYA WHITE WINE.....8.5.....34
Light colored elegant and full-bodied. Strong aroma of fresh fruit apple, pear, melon and flowers

YAKUT RED WINE.....8.5.....34
Exotic fruit flavors and ripe tannins, velvety finish

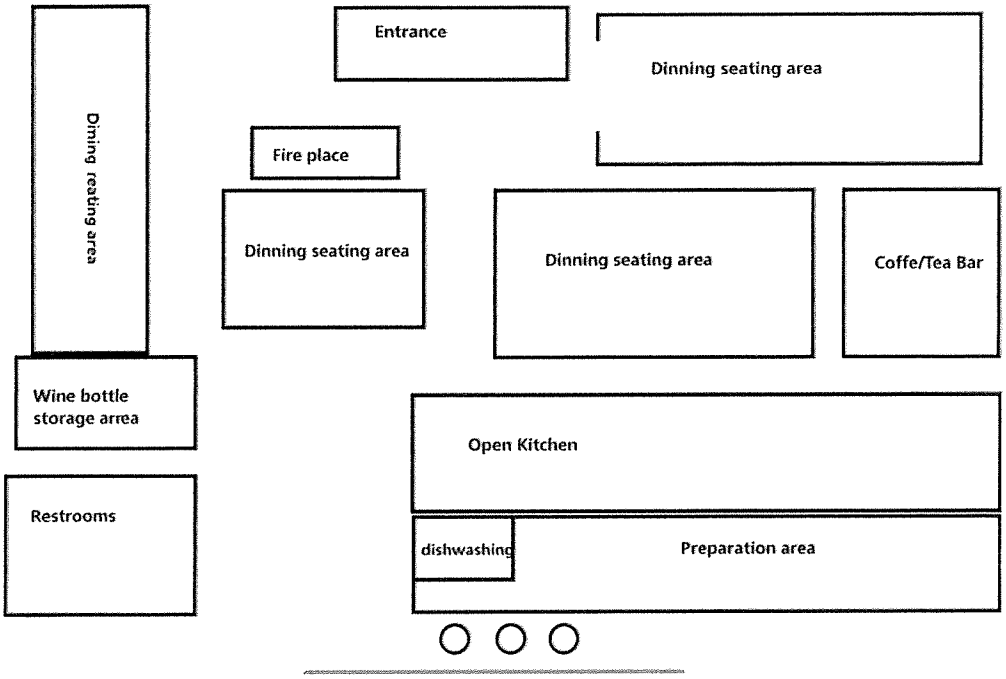
KAVAKLIDERE SELECT RED WINE.....39
Dark red claret coloring and an aroma of red fruit, spice & currant, full-bodied, dense and vivid finish

DOMESTIC BEERS

CAPITAL PILSNER.....5
CAPITAL AMBER.....5
HOPALICOUS IPA.....5
SPOTTED COW.....5
MILLER LITE.....5

IMPORT BEERS

HEINEKEN, HOLLAND.....5
PERONI.....5
CORONA, MEXICO.....5


Entrance
Dinning seating area
Dining reating area
Fire place
Dinning seating area
Dinning seating area
Coffe/Tea Bar
Wine bottle
storage arrea
Open Kitchen
Restrooms
dishwashing
Preparation area

September 2025 ALRC New License

Class A Licenses.csv

All items

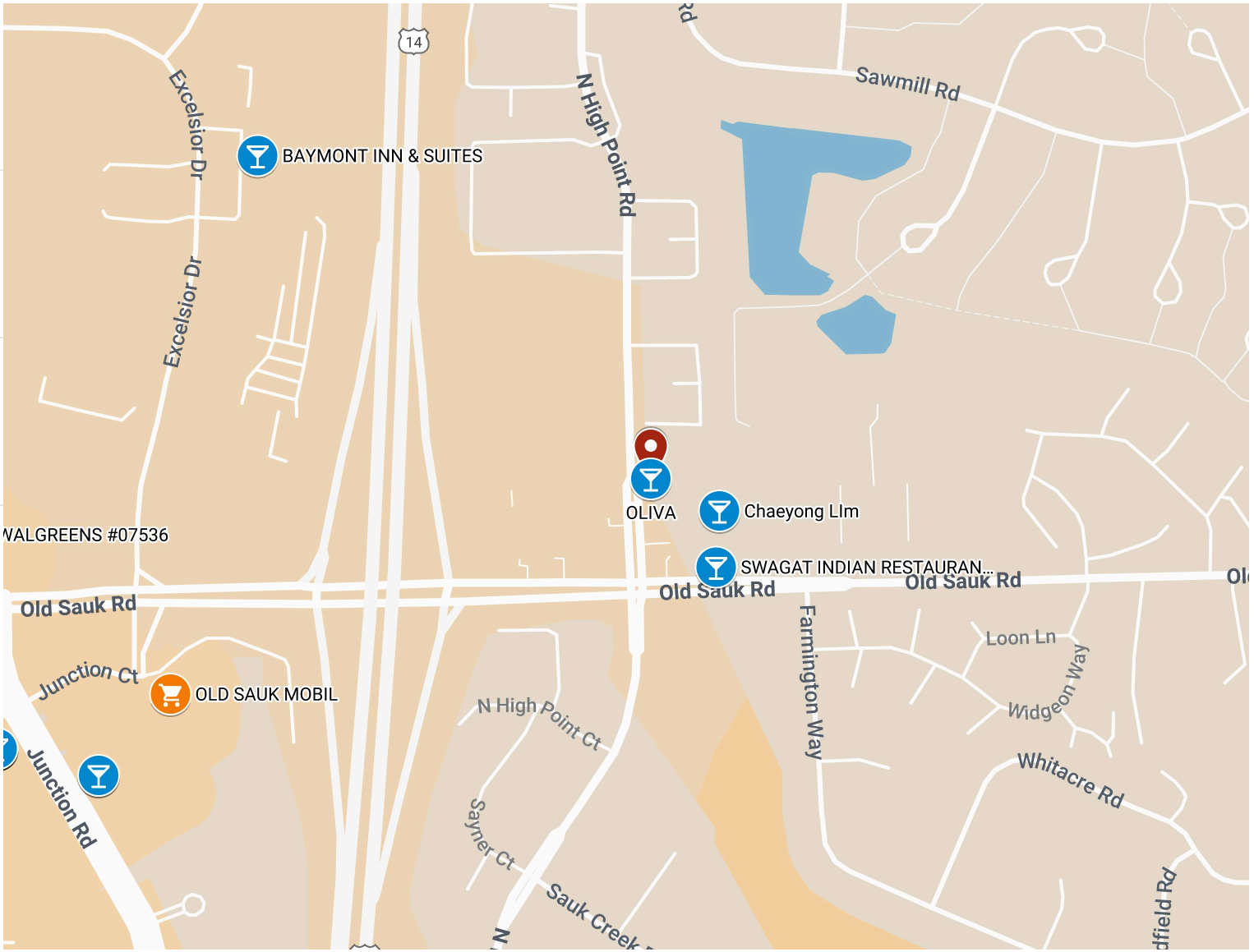
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89660

File ID:	89660	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Toro & Pampa LLC • dba Toro y Pampa
508 State St • Agent: Carlos Roberto Lema
Estimated Capacity (in/out): 100/0
Class B Combination Liquor & Beer • 40% alcohol, 60% food
Police Sector 403 (District 2)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00786 App.pdf, LICLIB-2025-00786 Supplemental.pdf, 508 State St map.pdf, Alder Ochowicz Comments.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@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	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE			Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING				Pass

Action Text: A motion was made by Glenn, seconded by Verveer, to RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING. The motion passed by voice vote/other.

The conditions are:
1. Establishment shall meet the definition of a restaurant as defined in Madison General Ordinances section 38.02 at all times.
2. Food shall be available at all time.
3. No patrons are permitted to enter or re-enter the establishment after 1:30am on Friday or Saturday night.

One registration in support.

Notes: The conditions are:
1. Establishment shall meet the definition of a restaurant as defined in Madison General Ordinances section 38.02 at all times.
2. Food shall be available at all time.
3. No patrons are permitted to enter or re-enter the establishment after 1:30am on Friday or Saturday night.

Text of Legislative File 89660

Title

Public Hearing - New License
Toro & Pampa LLC • dba Toro y Pampa
508 State St • Agent: Carlos Roberto Lema
Estimated Capacity (in/out): 100/0
Class B Combination Liquor & Beer • 40% alcohol, 60% food
Police Sector 403 (District 2)

Liquor/Beer License Application

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00786
(License number)

2 Ochowicz 403
(Alder District #) (Police Sector)
Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☑ Beer, ☑ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☑ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Toro & Pampa LLC

2. Trade Name (doing business as) _____

3. Address to be licensed 508 State St Suite B , Madison, WI 53715

4. Mailing address 1414 Theresa Ter, Madison, WI 53711

5. Anticipated opening date December 1, 2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☑ No ☐ Yes (explain)

   _____

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

   _____

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   The Premises consist of a single-story commercial local with a main dinning area seating approximately 100 guest, a bar service area, a kitchen, an two restrooms. Alcohol beberages will be served in the dinning room and bar area. Storage of acohol will be in a room adjacent to the kitchen and in coolers behind the bar. No living auarters are localed on the premises.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

Indoor: 100 Outdoor: _____

10. Describe existing parking and how parking lot is to be monitored.

There is no on-site parking. Patrons will utilize available public parking in the surrounding area.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

☐ No ☑ Yes, license issued to 7 Iron Social (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Carlos Roberto Lema

13. City, state in which agent resides Madison, WI

14. How long has the agent continuously resided in the State of Wisconsin? 25 years

15. Has the liquor license agent completed the responsible beverage server training course?

☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed 08/09/2025

16. State and date of registration of corporation, nonprofit organization, or LLC.

State: Wisconsin; Registration Date: 12/23/2024

17. In the table below list the directors of your corporation or the members of your LLC.
☑ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Member	Carlos Roberto Lema	Madison, WI
	Dorina Silvana Santander	Madison Wi

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Carlos Lema - 1414 Theresa Ter, Madison WI 53711

19. Is applicant a subsidiary of any other corporation or LLC?

☑ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

☑ No ☐ Yes (explain) _____

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Section D—Business Plan

21. What type of establishment is contemplated?

☐ Tavern ☐ Nightclub ☑ Restaurant ☐ Liquor Store ☐ Grocery Store

☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps

☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00pm - 9:00pm	11:00am - 11:00pm	11:00am - 11:00pm	11:00am - 11:00pm	11:00am - 2:00am	11:00am - 2:00am	11:00am - 2:00am
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Catrering Services, and Takeout Food

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:

40%~~-70%~~ % Alcohol ~~30%~~ 60 % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☑ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☑ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 2026.

38. State Seller's Permit 456-1032151258-02

39. Federal Employer Identification Number 33-24-16231

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Carlos Roberto Lema

Business phone 608-405-2202 Business e-mail address dakotalemans@gmail.com

Preferred language English/Spanish

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☒ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☒ Appointment of Agent (if Corp/LLC), ☑ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans, ☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

08/12/2025
(Date)

Clerk's Office checklist for complete applications

☒ WI Seller's Permit Certificate (matching articles of incorporation)	☒ Background investigation form(s)	☐ Floor Plans
☒ FEIN	☒ Form for surrender of previous license	☑ Lease
☒ Written description of premises	☒ *Articles of Incorporation	☐ Business Plan
	☐ *Appointment of Agent	☐ **Sample Menu
	* Corporation/LLC only	** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

MADE IN ARGENTINA MADE IN

TORO Y PAMPA

ARGENTINIAN FOOD

MENU

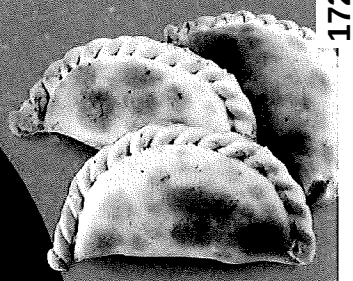
Menu

2° FLOOR

#ToroyPampa

508 STATE ST. MADISON WI 53715
TOROYPAMPA25@GMAIL.COM

MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

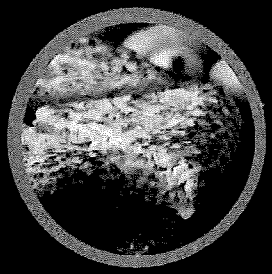
Menu

ARGENTINIAN FOOD

ENTRANCE

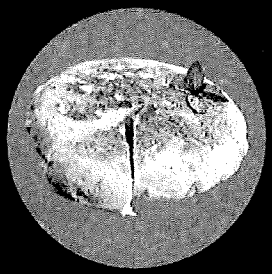
TORTILLA DE PAPAS...

ARGENTINE SPECIALTY TORTILLA MADE WITH POTATO, ONION AND EGGS.



SPANISH TORTILLA/TORTILLA ESPANOLA...

ARGENTINE SPECIALTY TORTILLA MADE WITH POTATOS, ONION, SAUSAGE AND EGGS



CHICKEN ROLL/POLLO ARROLLADO...

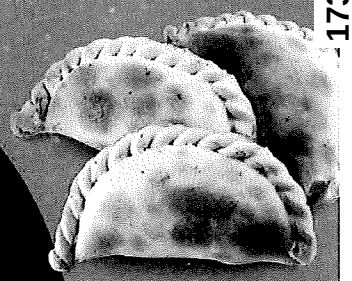
(SERV WITH RUSSIAN SALAD)
CHICKEN-EGGS-HAM-PEPPERS-CARROT-PARSLY.



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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

Menu

ARGENTINIAN FOOD

ENTRANCE

SWEET POTATO TORTILLA/ TORTILLA DE BATATA



ARGENTINE SPECIALTY TORTILLA MADE WITH SWEET POTATO, ONION AND EGGS.

POMAROLA SAUSAGE/ CHORIZO A LA POMAROLA

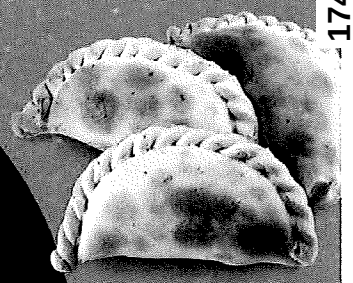


MIX ARGENTINIAN SAUSAGE (PORK &BEEF) COOK IN HOMADE SAUCE ON BUN ONION, TOMATO GREEN AND RED PEPPERS

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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

ARGENTINIAN FOOD

EMPANADAS

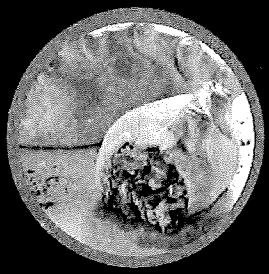
BEEF/CARNE...

GROUND BEEF-ONION-PEPPERS-PARSLY-EGGS-GREEN ONION.



CHICKEN/POLLO...

CHICKEN- ONION-PEPPERS-PARSLY-EGGS-GREEN ONION



SPACY BEEF/CARNE PICANTE...

GROUND BEEF-ONION-PEPPERS-PARSLY-EGGS-GREEN ONION & CAYANNE PEPPER.

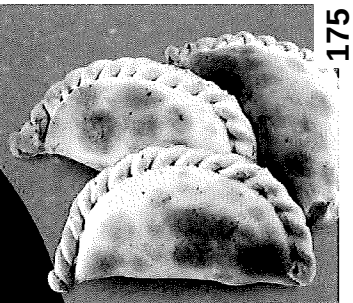


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MADE IN ARGENTINA MADE IN



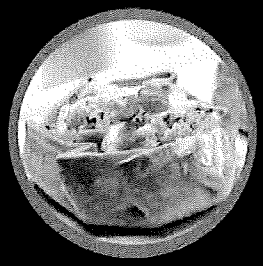
TORO Y PAMPA

MENU

Menu

ARGENTINIAN FOOD

EMPANADAS



CORN/HUMITA...

CREAM CORN-ONION-PEPPERS & CHEESE.



TUNA/ ATUN...

ONION-PEPPERS-TOMATO-GREEN ONNION



ZUCCHINI...

ONION-PEPPERS-TOMATO-CORN-EGGS



CAPRESSE...

CHEESE-CHERRY TOMATOS & BASIL

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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

Menu

ARGENTINIAN FOOD

PIZZA

MUZZARELLA Y HAM...
MUZZARELLA-HAM



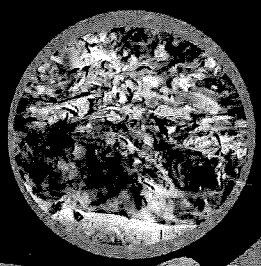
MUZZARELLA WITH HAM & SWEET PEPPER...
ONION-PEPPERS-TOMATO-GREEN ONNION



NAPOLITANA...
NAPOLITANA



FUGAZZETA...
MUZZARELLA & ONION



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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

ARGENTINIAN FOOD

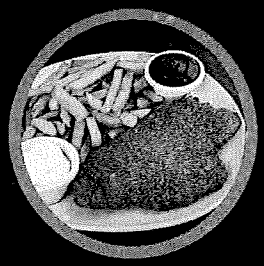
PIZZA

CONO PIZZA...
MUZZARELLA-HAM / NAPOLITANA / FUGAZZETA

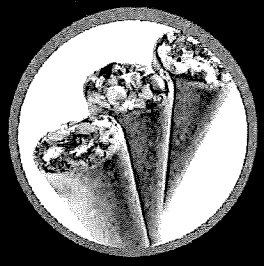


KIDS MENU

MILANESE BEEF OR CHICKEN...
(WITH MASHED POTATO OR FRIES)



CONO PIZZA (TWO)
CONO PIZZA



MINI PIZZA...
(CHEESE-PEPPERONI)



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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

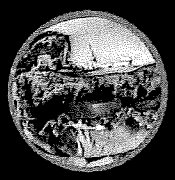
Menu

ARGENTINIAN FOOD

SANDWICHS

MILANESA SANDWICH...

LETTUCE-TOMATO AND MAYO



SPECIAL MILANESE...

LETTUCE-TOMATO-HAM-CHEESE-FRIES EGGS AND MAYO



CHIVITO...

MEAT LETTUCE-TOMATO-HAM-CHEESE-FRIES EGGS AND MAYO



LOMITO PAMPA...

MEAT- LETTUCE-TOMATO-BACCON-CHEESE-FRIES EGGS-GRILL ONION AND MAYO.



ARGENTINE SAUSAGE/ CHORIPAN ARGENTINO...

LETTUCE- TOMATO (CHOOSE CHIMICHURRI-SPACY CHIMICHURRI OR CRIOLLA SAUCE)



#ToroyPampa

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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

menu

ARGENTINIAN FOOD

PASTA

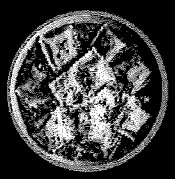
CANELONE/ CANELONES...

SPINACH AND CHEESE OR MEAT FILLING

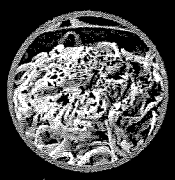


RAVIOLE/ RAVIOLES...

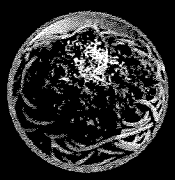
SPINACH OR CHEESE



FETTUCCINE...



SPAGUETTIE...



PENNE...

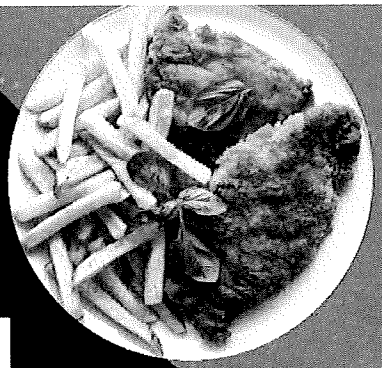


PESTO-WHITE SALSA-ALFREDO SAUCE -MARINARA OR BOLOGNESE SAUCE.

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MADE IN ARGENTINA MADE IN



TORO Y PAMPA

MENU

Menu

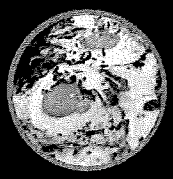
ARGENTINIAN FOOD

A LA CARTE



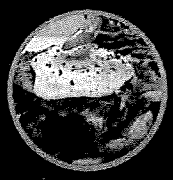
MILANESE NAPOLITANA/MILANESA NAPOLITANA...

BREADED BEEF TOPPED WITH BAKED HAM, MUZZARELLA AND TOMATO SAUCE.



PAMPA MILANESE...

BREADED BEEF OR CHICKEN TOPPED WITH TWO FRIES EGGS.



NAPOLITAN SUPREME/ SUPREMA NAPOLITANA...

BREADED CHICKEN BREST TOPPED WITH BAKED HAM, MUZZARELLA AND TOMATO SAUCE.
(SIDES TO CHOOSE FROM MASHED POTATO-FRIES-RICE OR SALADS.)



POMAROLA SAUSAGE/ CHORIZO A LA POMAROLA...

MIX ARGENTINIAN SAUSAGE (PORK &BEEF) COOK IN HOMADE SAUCE ONION, TOMATO GREEN AND RED PEPPERS.

SIDES TO CHOOSE FROM, MASHED POTATO, RICE

#ToroyPampa

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MADE IN ARGENTINA MADE IN



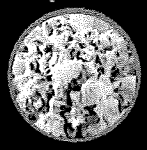
TORO Y PAMPA

MENU

Menu

ARGENTINIAN FOOD

SALADS/ ENSALADAS



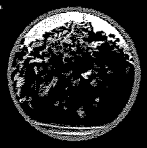
RUSSIAN SALAD/ ENSALADA RUSA...

POTATO/ CARROT/PEAS/MAYO



CRIOLLA SALAD/ ENSALADA CRIOLLA...

LETTUCE/TOMATO/ONION



BEETS SALAD/ENSALADA DE REMOLACHA...

BEETS/POTATO/EGGS.

SIDES/ GUARNICIONES

FRIES...

SALAD...

MASHED POTATO...

RICE...

#ToroyPampa

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MADE IN ARGENTINA MADE IN



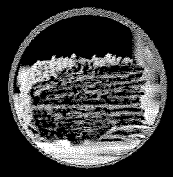
TORO Y PAMPA

MENU

Menu

ARGENTINIAN FOOD

DESSERTS/POSTRES



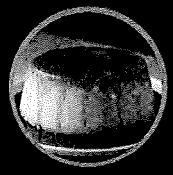
HOUSAND LAYERS CAKE/ MILHOJAS...

PUFF PASTRY WITH DULCE DE LECHE.



CHAJA...

VAINILLA CAKE, MERENGUE, PEACH, WHIPPED CREAM & DULCE DE LECHE.



CREME CARAMEL PUDDING / FLAN...

SERV WITH DULCE DE LECHE OR WHIPPED CREAM.



CREPE WITH DULCE DE LECHE/ PANQUEQUES CON DULCE D E LECHE...



ICE CREAM / HELADO...

VAINILLA/CHOCOLE/DULCE DE LECHE/ STRAWBERRY/VAINILLA/CHOCOLE/DULCE DE LECHE/ FRESA.



ALFAJOR DE MAICENA...

#ToroyPampa

508 STATE ST. MADISON WI 53715
TOROYPAMPA26@GMAIL.COM

Toro & Pampa LLC Argentinian Food

2025 Business Plan:

Company name: Toro & Pampa LLC

Restaurant & Bar

Located: 508 State St. Suite B, Madison Wi. 53715

Estimated opening date: 12/01/2025

Members of the company: Silvana Santander & Carlos Lema

Initial investment: Personal investment

Sales estimates: $85.000 monthly

Days and hours of operation:

Monday to Wednesday: 11:am to 11:00 pm

Thursday-Friday & Saturday: 11:00 am to 2:00 am

Sunday: 12:00 pm to 09:00 pm

Cost approx. per person:

Lunch: $12 to $35

Dinner: $16 to $35

Drinks: $5 to $12

Introduction:

We want to introduce or Argentinian Culinary Culture in Downton Madison. The idea of toro y pampa is born from the absence of this type of restaurants in the area. our goal is to be a place the you can have a good meal or stop by to have a drink with friends

*We are going to offer a variety of traditional Argentinian cuisine .

Our goal is focused on offering a different menu than what is offered in the surrounding area.

It is the first Argentine Restaurant in Madison, so we carried out a market study, based on the current competition, costs and potential customers.

We also focus on offering a wide variety of drinks.

Development of operations:

Operations Manager: Carlos

Kitchen Manager: Silvana

Kitchen assistant (2)

Preparers: (3)

Cook: (1)

Bartenders (2)

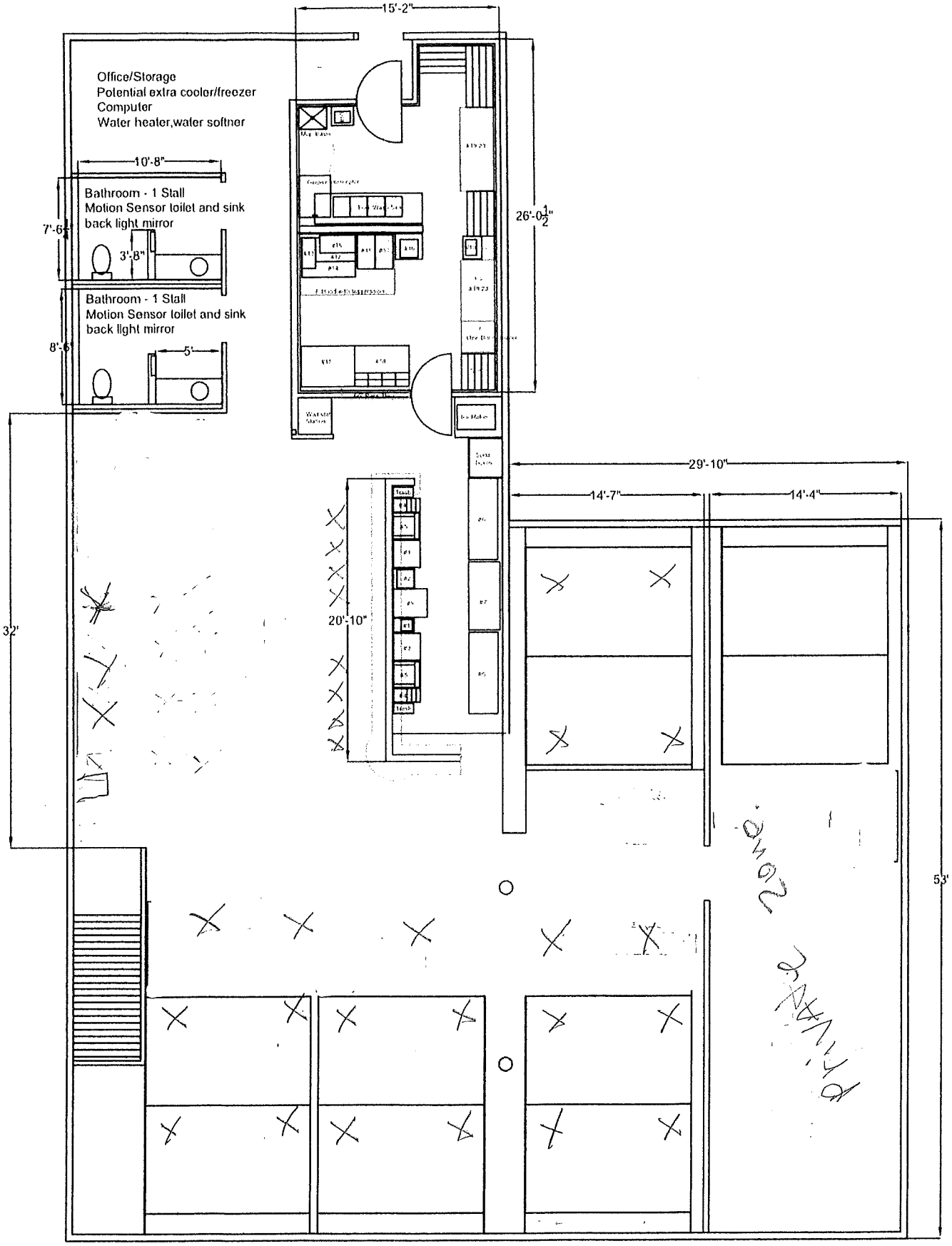
Waiters (4)

Dishwasher (1)

Cleaning staff (1)

Accounting Manager (1)

Marketing: Social media- Radio-Flyers-Sings- Web sites-


15'-2"
Office/Storage
Potential extra cooler/freezer
Computer
Water heater,water softner
10'-8"
Bathroom - 1 Stall
Motion Sensor toilet and sink
back light mirror
7'-6"
3'-8"
Bathroom - 1 Stall
Motion Sensor toilet and sink
back light mirror
8'-6"
5'
26'-0½"
29'-10"
14'-7"
14'-4"
20'-10"
32'
53'

September 2025 ALRC New License

Class A Licenses.csv

All items

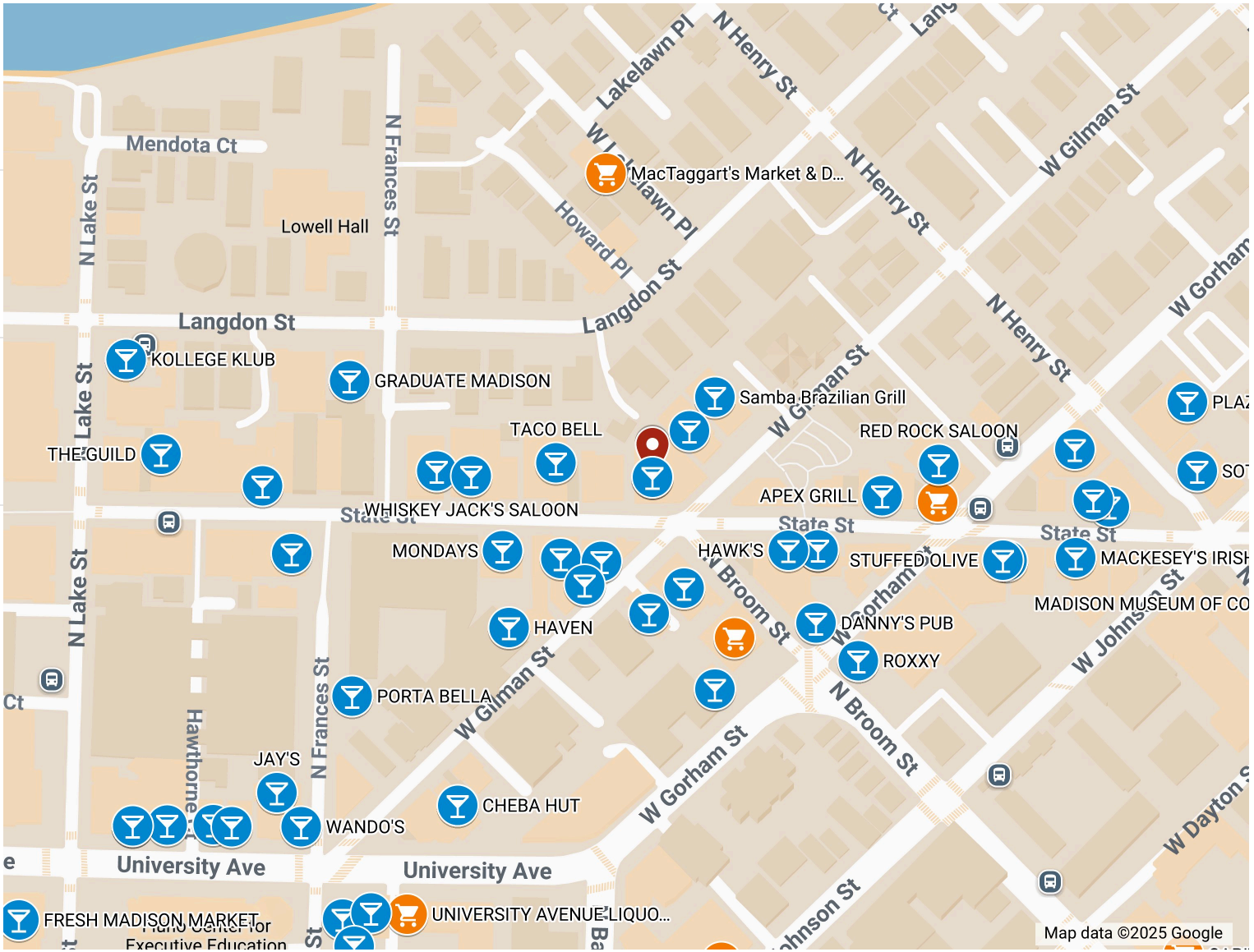
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



From: Ochowicz, William
To: licensing
Subject: Support Legistar 89660
Date: Tuesday, September 16, 2025 7:05:16 PM

Hello members of ALRC,

I'm writing today in support of Carlos Lema's application (Legistar 89660). I have talked with Carlos about his application. It is my understanding that he did not hold the informational meeting a week before the ALRC meeting, but this was a misunderstanding. I don't think that this misunderstanding meaningfully impacts his application and I am looking forward to the addition of Toro y Pampa to State Street.

Thank you,
Ald. Will Ochowicz (he/him)
District 2, Madison Common Council
(608) 300-2704

City County Building
210 Martin Luther King Jr. Blvd., Room 417
Madison, WI 53703

City of Madison

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

Master

File Number: 89661

File ID:	89661	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Bernell LLC • dba Bernell's
2513 Seiferth Rd • Agent: Rita Ann Adair
Estimated Capacity (in/out): 99/0
Class B Combination Liquor & Beer • 60% alcohol, 40% food
Police Sector 619 (District 16)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00787 App.pdf, LICLIB-2025-00787 Supplemental.pdf, 2513 Seiferth Rd map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE		09/17/2025	Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89661

Title

Public Hearing - New License
Bernell LLC • dba Bernell's
2513 Seiferth Rd • Agent: Rita Ann Adair
Estimated Capacity (in/out): 99/0
Class B Combination Liquor & Beer • 60% alcohol, 40% food
Police Sector 619 (District 16)

Liquor/Beer License Application

(Agenda Item Number) _____

(Legistar file number) _____

(License number) LICLIB-2025-00787

(Alder District #) 16 (Police Sector) 619

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider

Class B: ☒ Beer, ☒ Liquor, ☒ Class C Wine

Section A – Applicant

1. List the name of your ☒ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☒ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Bernell LLC

2. Trade Name (doing business as) Bernell's

3. Address to be licensed 2513 Seiferth Rd

4. Mailing address 2513 Seiferth Rd

5. Anticipated opening date October 17 2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☒ No ☐ Yes (explain)

   _____

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☒ No ☐ Yes (explain)

   _____

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   THE Premises IS a single story commercial building, No other buildings are on property. All alcohol will be served indoors & stored indoors. The cooler is secured behind the bar and a locked office/room will also store alcohol. Additionaly, behind the bar are closed door storage cabnets

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

Indoor: 99 Outdoor: _____

10. Describe existing parking and how parking lot is to be monitored.

20 paved spaces. 20 unpaved/gravel spaces. Parking will be monitored as needed by owner/manager & staff

11. Was this premises licensed for the sale of liquor or beer during the past license year?

☐ No ☒ Yes, license issued to Red Rooster (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Rita Ann Adair

13. City, state in which agent resides Madison Wisconsin

14. How long has the agent continuously resided in the State of Wisconsin? 1 year

15. Has the liquor license agent completed the responsible beverage server training course?

☐ No, but will complete prior to ALRC meeting ☒ Yes, date completed 8-12-25

16. State and date of registration of corporation, nonprofit organization, or LLC.

Wisconsin 7-29-25

17. In the table below list the directors of your corporation or the members of your LLC.

☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
	Rita Adair	Madison Wi.

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Rita Adair

19. Is applicant a subsidiary of any other corporation or LLC?

☒ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

☒ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☒ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☒ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9am - 10pm	3pm - 11pm	3pm - 11pm	3pm - 11pm	3pm - 12am	3pm - 12am	9am - 12am
(Class B only) Enter below any hours when food service will not be available, if applicable						
9pm - 10pm	9pm - 11pm	9pm - 11pm	9pm - 11pm	9pm - 12pm	9pm - 12pm	9pm - 12pm

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. live music

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
60 % Alcohol 40 % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☒ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☐ No ☒ Yes—what kind? Bands/solo artist

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☒ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☒ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☒ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☒ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☒ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☒ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☒ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☒ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☒ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 6 .

38. State Seller's Permit 4 5 6 - 1 0 3 2 1 4 5 9 6 0 - 0 4

39. Federal Employer Identification Number 39 346 4238

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Rita Adair

Business phone 608 213 1200 Business e-mail address ritaadair3@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☒ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☒ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☐ Appointment of Agent (if Corp/LLC), ☐ Member background investigation forms, ☒ Articles of Incorporation (if Corp/LLC), ☒ Floor Plans, ☒ Copy of Lease, ☒ Business Plan, and ☒ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Rita Adair
(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

8-13-25
(Date)

Clerk's Office checklist for complete applications

☑ WI Seller's Permit Certificate (matching articles of incorporation)	☑ Background investigation form(s)	☒ Floor Plans
☑ FEIN written on app p.4	☒ Form for surrender of previous license	☒ Lease
☑ Written description of premises	☒ *Articles of Incorporation	☒ Business Plan
	☑ *Appointment of Agent	☒ **Sample Menu
	* Corporation/LLC only	** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

This plan is prepared to obtain consideration for the initial launch and licensing of:
Bernell's

Bernell's is more than a bar - it's a legacy and a movement. Every game, Every note, and Every bite will tell a story.

Bernell Hooker *was a girls' and women's college basketball coach for over 20 years. Additionally, she was the owner and operator of the "Milwaukee Aces", a professional women's basketball team. Also, she founded IOU Sports, a non-profit organization that teaches the business of sports to young women. Bernell's will celebrate her vision and impact on women's sports.*

Imagine a place where the energy of women's sports meets the soul of food and the sounds of blues. A place where fans cheer, musicians groove, and the kitchen serves up unforgettable flavors. Not just a bar-it's a cultural hub, a celebration of empowerment, rhythm, and community. Launching the first women-centered sports bar will be a vibrant venue that champions female athletes and showcases local talent, while serving a unique menu in a soulful atmosphere..

Management Summary – ***Bernell's*** will be a premium community alcohol establishment, located at 2513 Seiferth Rd. in Madison, Wisconsin. It will bring a presence of success and responsibility to the alcohol service industry, while also providing Madison residents, students, visitors, and businesses with a unique and welcome alternative. Bernell's will cater to and market to clientele with an excellent customer satisfaction mission, offering a unique opportunity to showcase and celebrate women's sporting events, memorabilia, and female athletes in a welcoming atmosphere where fans can gather and enjoy the games. Screens will be distinct from traditional sports bars by prioritizing and broadcasting women's sports, which is often underrepresented in traditional sports media and venues. Bernell's additionally will feature screens dedicated to all sports, fostering a sense of community among fans who share a passion for the games, particularly women, who may have felt excluded from traditional sports viewing. Bernell's will be an inviting sports establishment.

In early 2025, six women's sports bars opened in the USA. However, it is projected that this number will quadruple by the end of the year, reflecting a significant increase in the establishment of these venues across the country. The bars are being opened in various regions, including major cities and smaller towns, to cater to the growing demand for a sports bar experience that is inclusive and welcoming to women's sports fans. The need for such a quality establishment has been shown

by continuing to exceed expectations, now reaching an all-time high, in sports bars across America, opening with a mission to promote, amplify, and, most importantly, stream women's sports. Bernell's would further distinguish itself with quality service, along with striving to be a step ahead of the competition and accessible to all.

It will maintain a clean, low-key atmosphere for great service, quality drinks and food, with an atmosphere of belonging. There will be a deliberate interior design that will prove compatible with sports viewing, drinks, music, and food enthusiasts in a conversational setting. The target population is, first, women's sports fans and live blues enthusiasts, with great food and catering to their social needs with great concern.

Bernell's will be managed by retired Dane County Social Worker, and current Stage Manager of Dane Dances, and previous Adair's Lounge Owner, Rita Adair. She will solicit individuals and organizations to promote this atmosphere and ensure a clientele base. The working collaboration between the City of Madison, elected officials, business owners, UW Madison, and residents will prove to ensure that Bernell's will become a staple for socializing, sports viewing, business, and live music events.

Objectives: The main objectives of the venue:

- To offer viewership of women's sports, live music, and excellent food selections.
- To relaunch the venue with a soft opening event in the fall of 2025.
- To maintain tight control of cost, operations, and cash flow through diligent management. Having responsible licensing, accounting, staffing, and customer satisfaction.

Keys to success:

- Provide excellent service that leaves an impression.
- Consistent atmosphere and product quality.
- Management of facility and security to enable upward growth.

Business Summary: The key elements of Bernell's are:

- Great Collaboration between the City of Madison, Neighboring businesses, UW Women's Athletic Department & local Athletic Groups, Madison Music enthusiasts, along with Bernell's patrons. Will offer professional staff, women's sports viewership, great drinks, delicious food, live music, and a unique atmosphere.

A distinctive design: The features will have the characteristics of a comfortable and relaxed atmosphere to accommodate 100 guests. The lounge will present a décor offering comfortable stools, tables, and chairs.

Location, location, location. This cannot be underestimated. Bernell's location offers a distinct area of outside live music and gathering space, without the noise concerns for residents, along with being very accessible off Stoughton Road and Hwy 151. It is a business development area with possibilities for growth. Bernell's will be a stable force for a successful Madison business.

Bernell's will be located at 2315 Seiferth Road, with a secluded side and back entrance that provides a less visible, but very accessible atmosphere. There is an intimate surrounding with ample parking. This location is next to an automotive and machine care facility, and across the street from other successful businesses. It surrounds blocks of businesses, without personal residents.

The area brings together many employees, but also attracts thousands of visitors traveling on Hwy 151 and Stoughton Road. Bernell's will act as a staging area for activities throughout the year, such as highlighted sporting events (viewing and visiting athletics), Weekly Live Blues/Jazz Music, Bernell's Summer Music Festival, Specialty Food Experiences, and other events that afford a primary market population to Bernell's.

The area has experienced a boom period over the past ten years, with the area having spaces vacant, to having all spaces leased and thriving with the promise to bring more business, and visitors to Madison. This growth has enhanced the customer base, which is looking for a variety of places to go for drinks.

Bernell's will establish itself as a mecca of businesses, with a strong, diverse economy in the area. Ms. Adair will spend time with business owners and within the immediate area to familiarize them with her and ask for support.

Bernell's cannot be underestimated in location, for people wanting to relax and gather. In addition, the location offers the advantage of familiarity to many people who have a long history of supporting the previous bar business, and there is value and potential in that fact, showing a dedication to persons of many lifestyles, area professionals, blue collar workers, and ethic cultures. These characteristics lend to a friendly atmosphere for the acceptance of differences and respect, without a history of problems that have plagued other areas and bar owners.

Bernell's will have a great sense of responsibility to the Madison area and businesses. Ms. Adair looks forward to managing Bernell's.

Ms. Adair is deliberate and engaging by design. She has experience in bartending, business management, managing significant-sized budgets, personnel management, customer service, retail, relationship building, fundraising, community work, community policing, and a strong sense of responsibility and dedication. Ms. Adair has shown her employer and the Madison community her personal strengths and commitments. She is dedicated, persistent, and can make decisions and the ability to manage both employees and customers to remain profitable and solvent. Numerous awards and certificates, along with numerous individuals who have committed themselves to being a part of her community projects, have recognized her. The connections to Madison, Dane County, and many organizations will only enhance her customer base.

Ms. Adair has dealt with varied personalities in her given profession and has a great understanding of differences and the diverse populations that have migrated to the Madison Area. As a public servant, she has been challenged in working and addressing the needs of this diverse culture and feels the skills that she has gained will make the business an effective and efficient success. She realizes that this will take time and dedication. She knows that her professional commitments will provide satisfied service and a professional customer base, socializing in an atmosphere that provides great sports viewing, good food, and good drinks, and socializing.

Management- Rita Adair will be the manager. She will hire bartenders, cooks, and others as needed. Rita will be involved in all aspects of the business, with management staffing that will ensure hands-on

operations and overseeing of all aspects of the business. She is prepared to meet this challenge and engaged Bernell's direction and supervision to enhance the success.

Quality Service & Training- All would be lost without paying special attention to the level of service quality. Employees will be trained by Ms. Adair in the areas of; specialty drinks, maximizing service, ethical communications, interpersonal communications skills, time management, and conflict resolution.

Entertainment will include Live bands, a jukebox, and possible occasional karaoke. Ms. Adair will be involved in all music considerations and selections, with the highest responsibility for a successful atmosphere. Ms. Adair is a vocalist and very connected to many individuals in the local music scene. Her style and experience will only lend to wonderful evenings of music and drinks.

Competitive Edge- The casual guest understands the concept of quality service and entertainment, and is willing to pay for it when it is given effectively. Bernell's competition lies mainly with other casual facilities and less with conventional and chain entertainment establishments. We need to effectively compete with the widely held idea that you can't get good service anymore by maintaining the idea that being out can be a great time with great service. Consumers will think of atmosphere, price, and quality, respectively.

• **A Soft Opening** event will be held, inviting local businesses, Madison Police, Neighborhood Associations, and local politicians to have the opportunity to meet Ms. Adair and the staff for developing an ongoing relationship of stewardship.

At the helm of our kitchen is ***Chef Glenda, owner of Woo's Food for the Soul,*** whose culinary reputation is built on comfort, flavor, and authenticity. Her signature dishes—like shrimp & grits, chicken & waffles, and Woo's Signature Burger—bring a soulful twist to classic favorites. Bernell's will offer a welcoming space where guests can enjoy bold, Southern-inspired cuisine, live music, and game-day energy in a stylish yet down-to-earth atmosphere.

Bernell's will feature: Weekend brunch specials and Fish Fry Fridays

A menu of affordable, high-quality comfort food. We're excited to bring this unique concept to life and contribute to the local dining and entertainment scene.

Bernell's Menu
Women's Sports • Blues Music • Soulful Bites
Chef Glenda – Owner of Woo's Food for the Soul

Burgers & Sandwiches
Woo's Signature Burger – $11.99

Bacon Cheeseburger – $11.99

Italian Beef – $10.99

Chicken Wrap – $13.99

Gyro – $8.99

Tacos & Wraps
Pot Roast Tacos – $11.99

Chicken Wrap – $13.99

Appetizers
Wings – $8.99 Dipped – $9.99

Mozzarella Sticks – $5.99

Fries – $2.99

Onion Rings – $3.99

Fried Pickles – $4.99

Artichoke Dip – $8.99

Nachos – $8.99

Pizza Puff – $5.99

2 Egg Rolls – $10.99

Greens & Salads
Collard Greens – $8.99

Veggies & Dips-$6.99

Chef Salad – $13.99

Fish Fry Fridays
Catfish – $13.99

Perch – $14.99

Cod – $15.99

Weekend Brunch
Breakfast Special – $13.99 2 eggs, choice of meat, hashbrowns, and toast

Shrimp & Grits – $14.99

Chicken & Waffles – $13.99

Build Your Omelet – $13.99

Yogurt Parfait – $7.99

*Additional items will be added.

Stage
Women's Bath
Utility closet
Men's Bath
work counters
large frig
sink
Kitchen area
frig fryer stove
Kitchen Storage
secured door
sink
shelfs
WALK-IN Cooler
sink
Handicap Entrance
Office

September 2025 ALRC New License

Class A Licenses.csv

All items

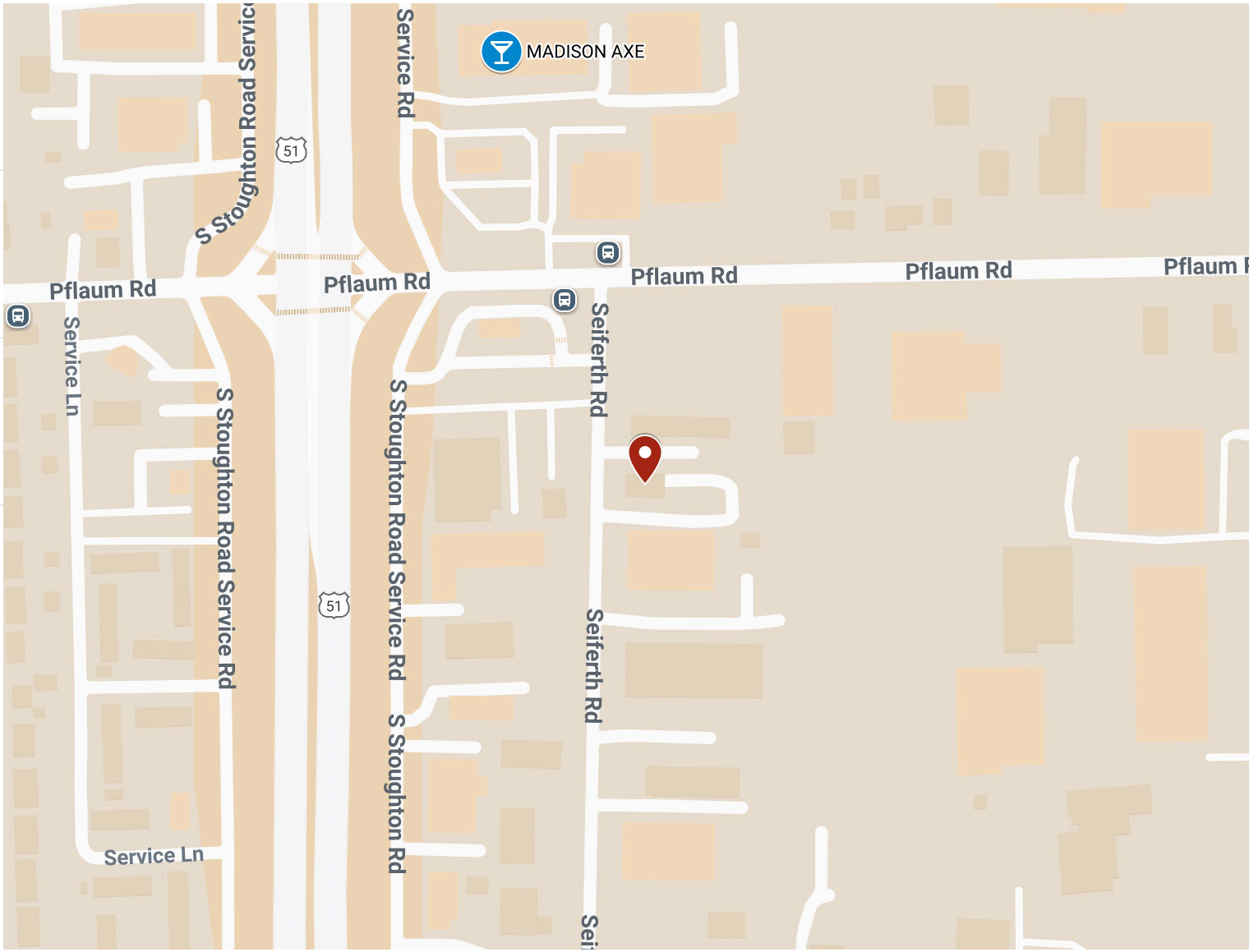
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89662

File ID:	89662	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Paramount Fine Goods • dba Wisco Home Goods
4664 Cottage Grove Rd • Agent: Donald Backman-Aurit
Estimated Capacity (in/out): 30/0
Class B Combination Liquor & Beer • 15% alcohol, 0% food, 85% other
Police Sector 611 (District 3)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00795 App.pdf, LICLIB-2025-00795 Supplemental.pdf, 4664 Cottage Grove Rd map.pdf, Alder Field Comments.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@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	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE		09/17/2025	Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - PUBLIC HEARING. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89662

Title

Public Hearing - New License
Paramount Fine Goods • dba Wisco Home Goods
4664 Cottage Grove Rd • Agent: Donald Backman-Aurit
Estimated Capacity (in/out): 30/0
Class B Combination Liquor & Beer • 15% alcohol, 0% food, 85% other
Police Sector 611 (District 3)

Liquor/Beer License Application

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00795
(License number)

3 (Alder District #) 611 (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider

Class B: ☒ Beer, ☒ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☒ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Paramount Fine Goods

2. Trade Name (doing business as) Wisco Home Goods

3. Address to be licensed 4664 Cottage Grove Road

4. Mailing address 4664 Cottage Grove Road

5. Anticipated opening date 9/27/2023

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☒ No ☐ Yes (explain)

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☐ No ☒ Yes (explain)

   We have a Class C license that we plan to surrender, if this license is approved

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Small retail shop with approximately 800 square ft of retail space, 850 square ft of workroom/classroom space, including a 100 sq ft locked store room for wine storage. Wine service occurs in back workroom as well as tastings in front of store.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 30 Outdoor: 0

10. Describe existing parking and how parking lot is to be monitored.

    There is a full off-street parking lot. It is not actively monitored aside from our security camera pointed toward the parking lot from inside our retail space.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☒ Yes, license issued to Paramount Fine Goods (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Donald E. Backman-Aurit

13. City, state in which agent resides Madison, WI

14. How long has the agent continuously resided in the State of Wisconsin? 17 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☒ Yes, date completed 7/9/2025

16. State and date of registration of corporation, nonprofit organization, or LLC.

    Wisconsin 9/23/2017

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
CFO	Don Backman-Aurit	Madison, WI
CEO	Jeremy Backman-Aurit	Madison, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    Don Backman-Aurit

19. Is applicant a subsidiary of any other corporation or LLC?

    ☒ No ☐ Yes (explain)

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☐ No ☒ Yes (explain) We have a Class C license that we plan to surrender, if this license is approved

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☒ Other Home Goods store / gift shop offering candle making classes and a small selection of wines for gifting

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☒ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	-	12 - 6	10 - 6	10 - 6	10 - 6	10 - 6
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	12 - 6	10 - 6	10 - 6	10 - 6	10 - 6

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Soy candles, novelty gifts, home goods, candle making classes

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
15 % Alcohol _____ % Food 85 % Other

If applicable, describe "Other": Soy candles, novelty gifts, home goods, candle making classes

Do you have written records to document the percentages shown? ☐ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☒ No ☐ Yes—what kind? _____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☒ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☒ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☒ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☒ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☒ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☒ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☒ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☒ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☒ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ No ☒ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 1 0 2 9 6 3 7 8 5 6 - 0 2

39. Federal Employer Identification Number 82-3152199

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Don Backman-Aurit

Business phone 262-353-2882 Business e-mail address don@wiscohomegoods.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☐ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☒ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☒ Appointment of Agent (if Corp/LLC), ☒ Member background investigation forms, ☒ Articles of Incorporation (if Corp/LLC), ☒ Floor Plans, ☒ Copy of Lease, ☒ Business Plan, and ☒ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

7/24/2025
(Date)

Clerk's Office checklist for complete applications

- ☒ WI Seller's Permit Certificate (matching articles of incorporation)
- ☒ FEIN
- ☒ Written description of premises
- ☒ Background investigation form(s)
- ☐ Form for surrender of previous license NA
- ☒ *Articles of Incorporation
- ☒ *Appointment of Agent

* Corporation/LLC only

- ☒ Floor Plans
- ☒ Lease
- ☒ Business Plan
- ☒ **Sample Menu

** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☒ Orange sign ☒ Orange business card

☒ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office 8/15/2025

Date of ALRC meeting 9/17/25 Date license granted by Common Council 10/7/25

Date provisional issued _____ Date license issued _____

Thirsty?

personal serving wine
$6.00

Rose Bubbles
Pinot Gris

Bottled Water
$2

WISCO
HOME GOODS
Handcrafted Soy Candles & More

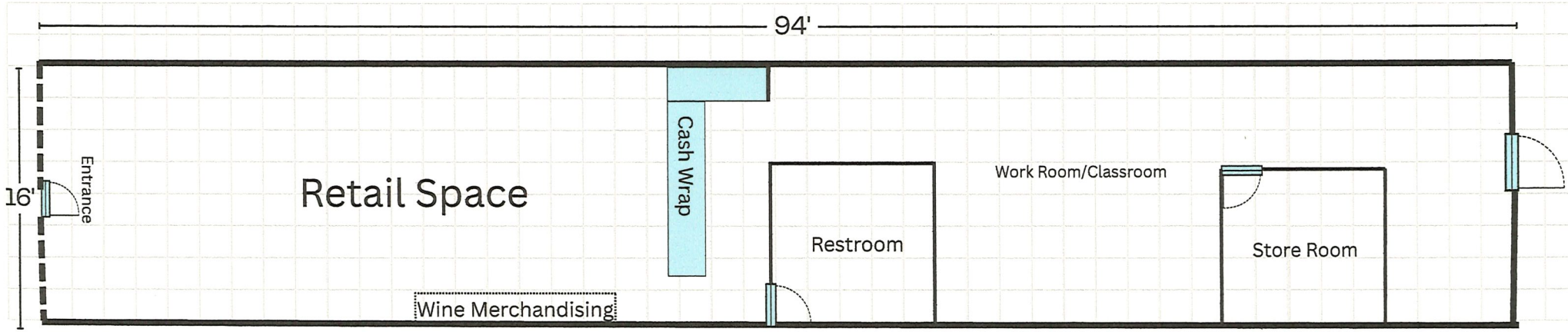
Thirsty?

personal serving wine
$6.00

Rose Bubbles
Pinot Gris

Bottled Water
$2

WISCO
HOME GOODS
Handcrafted Soy Candles & More


94'
16'
Entrance
Retail Space
Cash Wrap
Restroom
Work Room/Classroom
Store Room
Wine Merchandising

Executive Summary

Business Overview

We are Paramount Fine Goods, a retail business based in Madison, WI, specializing in home goods sales and crafting workshops. With a strong emphasis on sustainability and creativity, we offer a unique shopping experience for customers looking to elevate their living spaces.

Business Origins

Paramount Fine Goods was founded with a vision to provide eco-friendly home goods and engaging workshops to the community of Madison, WI. Our passion for crafting and home decor led us to establish a business that caters to the needs of crafting enthusiasts and home decor lovers alike.

Competitive Advantage

Our competitive advantage lies in our unique product selection and commitment to sustainability. We offer soy candles that are environmentally friendly, workshops on candle making for hands-on learning experiences, and a range of home decor accessories to enhance any living space. Our online and physical presence in Madison, WI ensures easy accessibility for customers, setting us apart from competitors.

Financial Summary

With an expected revenue of $50,000 and a projected future growth rate of 7%, Paramount Fine Goods is poised for success in the retail home goods industry. By offering high-quality products and engaging workshops, we aim to attract a loyal customer base and drive sustainable growth for our business.

Situation Analysis

Industry Overview

Welcome to Paramount Fine Goods, where we specialize in retail home goods sales and crafting workshops in Madison, WI. Our focus on sustainability sets us apart, with eco-friendly products like our soy candles, custom candle making workshops, and unique home decor accessories. As an existing business with both online and physical store presence, we are well-positioned to cater to the growing demand for environmentally conscious and artisanal home goods.

Key Market Trends

- Increasing demand for eco-friendly products: Consumers are becoming more environmentally conscious, driving the demand for sustainable options like our soy candles.
- Rising interest in artisanal crafts: The popularity of DIY activities and handmade products is on the rise, making our candle making workshops a sought-after experience.

- Growth of online shopping: With the convenience of online shopping, our e-commerce platform provides customers with easy access to our unique home decor accessories.
- Focus on home aesthetics: As people spend more time at home, there is a growing trend towards enhancing living spaces with stylish and personalized decor, making our products highly desirable.
- Support for local businesses: Customers are increasingly prioritizing supporting local businesses, which works in our favor as a community-focused retail store in Madison, WI.

SWOT Analysis

Strengths

1. We offer a unique and eco-friendly product selection, including soy candles and home decor accessories, catering to environmentally conscious customers.
2. Our online and physical presence in Madison, WI provides easy accessibility to our products, allowing customers to shop conveniently.
3. We provide engaging workshops on candle making, offering customers a hands-on experience and the opportunity to learn and create their own custom-made candles.
4. Our existing business status gives us a solid foundation and customer base to build upon for future growth and expansion.
5. We have a dedicated team of 2 employees who are passionate about our products and services, ensuring excellent customer service and operational efficiency.

Weaknesses

1. We have limited resources for marketing, which may hinder our ability to reach a wider audience. To mitigate this, we can focus on leveraging social media and word-of-mouth marketing to increase brand awareness.

Opportunities

1. The growing trend towards sustainability presents an opportunity for us to attract more customers who prioritize eco-friendly products.
2. Expanding our workshop offerings to include other crafting activities besides candle making can attract a broader range of customers and increase revenue streams.
3. Collaborating with local artisans and designers to offer unique and exclusive home goods can differentiate us from competitors and attract a niche market.
4. Exploring partnerships with other businesses in the home goods industry can help us reach new customer segments and expand our product offerings.

Threats

1. Increased competition in the retail home goods market may pose a threat to our market share. To address this, we can focus on enhancing our product quality and customer service to stand out from competitors.

September 2025 ALRC New License

Class A Licenses.csv

All items

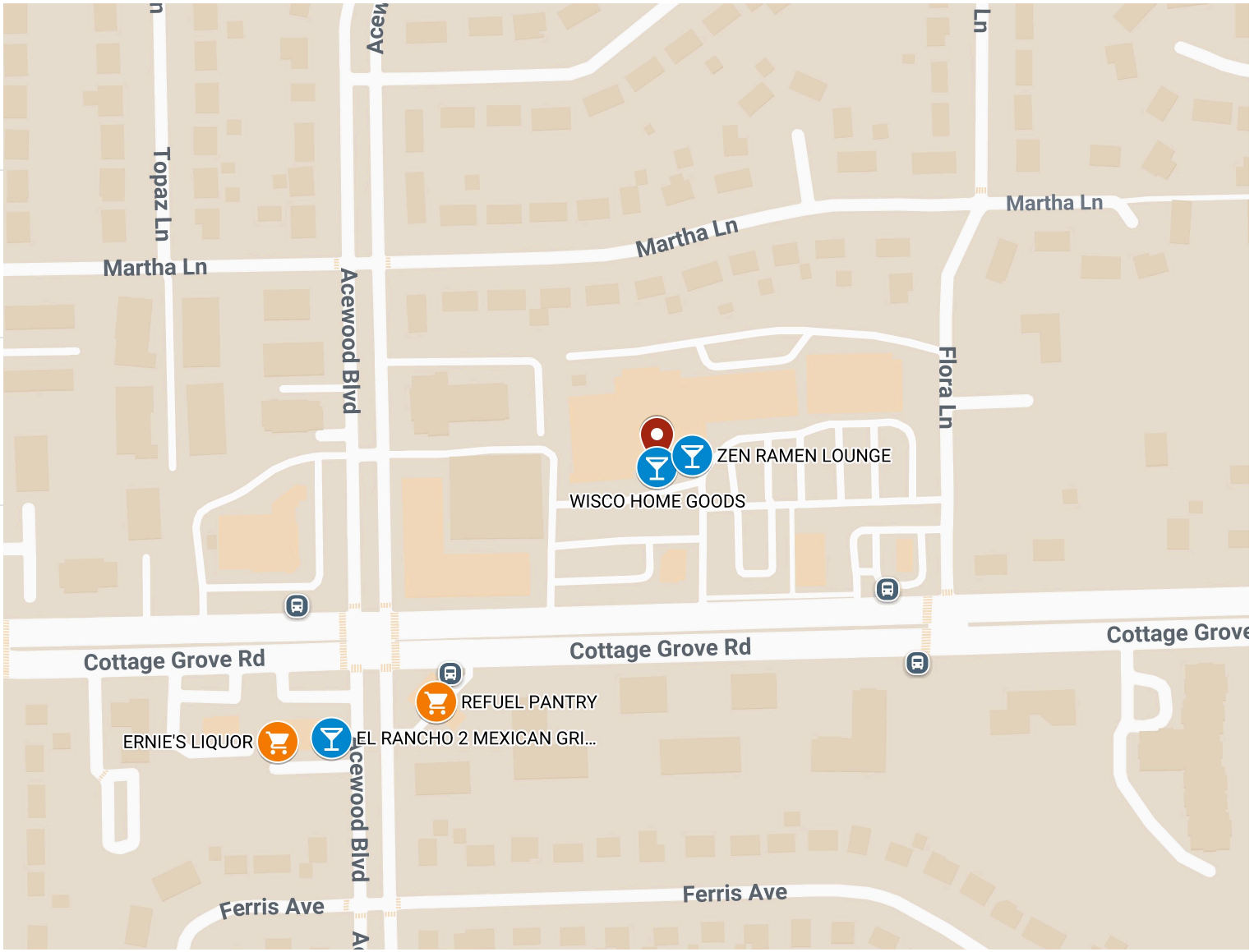
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



From: Field, Derek
To: licensing
Cc: Verbick, Jim
Subject: Alder Support for Legistar 89662
Date: Friday, September 12, 2025 7:14:02 PM

Hello ALRC members,

I'm writing to share my support for Legistar #89662, the license request on your 9/17 agenda for Wisco Home Goods at 4664 Cottage Grove Road. Their business and its events are a welcome feature of the neighborhood; I haven't heard any concerns about this request from neighbors or others. Thank you for your consideration and for your service,

Derek

Derek Field
District 3 Alder - he/him
district3@cityofmadison.com
Sign up for updates from the District 3 blog:
http://www.cityofmadison.com/Council/district3/blog/

City of Madison

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

Master

File Number: 89663

File ID:	89663	**File Type:**	License	**Status:**	Council Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Bur OaK LLC • dba The Bur OaK
2262 Winnebago St • Agent: Corey Lockett
Estimated Capacity (in/out): 175/20
Class B Combination Liquor & Beer • 80% alcohol, 2% food, 18% other
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00806 App.pdf, LICLIB-2025-00806 Floor Plan.pdf, 2262 Winnebago St map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	08/22/2025	Referred for Introduction				
	Action Text:	This License was Referred for Introduction					
	Notes:	Alcohol License Review Committee- Public Hearing (9/17/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025		Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.					
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING				Pass

Action Text: A motion was made by Glenn, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - PUBLIC HEARING. The motion passed by voice vote/other.

The conditions are:
1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.
2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

One registration in support, one in opposition.

Notes: The conditions are:
1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.
2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

Text of Legislative File 89663

Title

Public Hearing - New License
Bur OaK LLC • dba The Bur OaK
2262 Winnebago St • Agent: Corey Lockett
Estimated Capacity (in/out): 175/20
Class B Combination Liquor & Beer • 80% alcohol, 2% food, 18% other
Police Sector 410 (District 6)

Liquor/Beer License Application

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

220
(Agenda Item Number)

(Legistar file number)

LICLIB-2025-008016
(License number)

6 (Alder District #) 410 (Police Sector)

Office Use Only

Class A: ☐ Beer, ☐ Liquor, ☐ Cider

Class B: ☑ Beer, ☑ Liquor, ☑ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☑ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Bur OaK LLC

2. Trade Name (doing business as) The Bur OaK LLC

3. Address to be licensed 2262 winnebago Street, Madison WI 53704

4. Mailing address same as above

5. Anticipated opening date Already open, LLC name change

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☑ No ☐ Yes (explain)

   No

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☐ No ☑ Yes (explain)

   Kristoffer C. Christensen Atwood Music Hall LLC

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Beverages are sold, upstaurs at the main bar and cafe, they are stored downstair in the office liquor room. Beverages are served in the main venue, cafe, outdoor patio and downstairs event center when we have private events.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 175 Outdoor: 20

10. Describe existing parking and how parking lot is to be monitored.

    We have a small parking lot which has12 spots and is moniterd by a secutiy camera

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☐ No ☑ Yes, license issued to Yes Frameshift Arts (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Corey Lockett

13. City, state in which agent resides Madison, Wisconsin

14. How long has the agent continuously resided in the State of Wisconsin? 17 years

15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed License # LICOPR-2022 00530 8/09/2012

16. State and date of registration of corporation, nonprofit organization, or LLC.

    Wisconsin

17. In the table below list the directors of your corporation or the members of your LLC.
    ☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
	Corey Lockett	Madison, Wisconsin
	Kristoffer C. Christensen	Madison Wisconsin

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    Kristoffer C. Christensen

19. Is applicant a subsidiary of any other corporation or LLC?

    ☐ No ☑ Yes (explain) Yes Atwood Music Hall LLC

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☐ No ☑ Yes (explain) Yes Atwood Music Hall LLC

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other Live music venue, cafe (no food made on site) and event space

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes No

23. Hours of operation: please enter opening and closing times in the table below.
Hours of operation are variable and based on show and event times. However the cafe is open 8am until 2pm

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	cafe Mon	- Fri 8am - 2pm	-	-	-	-
(Class B only) Enter below any hours when food service will not be available, if applicable						
- we offer snacks during times of operation (chips, pretzels, beef stick etc...)						-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. _____

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
80 % Alcohol 2 % Food 18 % Other
If applicable, describe "Other": Ticket sales and private events rentals

Do you have written records to document the percentages shown? ☐ No ☑ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☐ No ☐ Yes—what kind? Yes
We offer local and national performing artist.

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ No ☐ Yes No

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 2026.

38. State Seller's Permit 4 5 6 - 1030778964-04

39. Federal Employer Identification Number 85-0988888

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Corey Lockett

Business phone 512-680-6506 Business e-mail address corey.lockett@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☐ No (If you answer no and you do require an interpreter, the ALRC will refer your No application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☐ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☐ Appointment of Agent (if Corp/LLC), ☐ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans, ☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Corey Lockett
(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

8/05/2025
(Date)

Clerk's Office checklist for complete applications

☐ WI Seller's Permit Certificate (matching articles of incorporation) ☐ FEIN ☐ Written description of premises	☐ Background investigation form(s) ☐ Form for surrender of previous license ☐ *Articles of Incorporation ☐ *Appointment of Agent * Corporation/LLC only	☐ Floor Plans ☐ Lease ☐ Business Plan ☐ **Sample Menu ** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

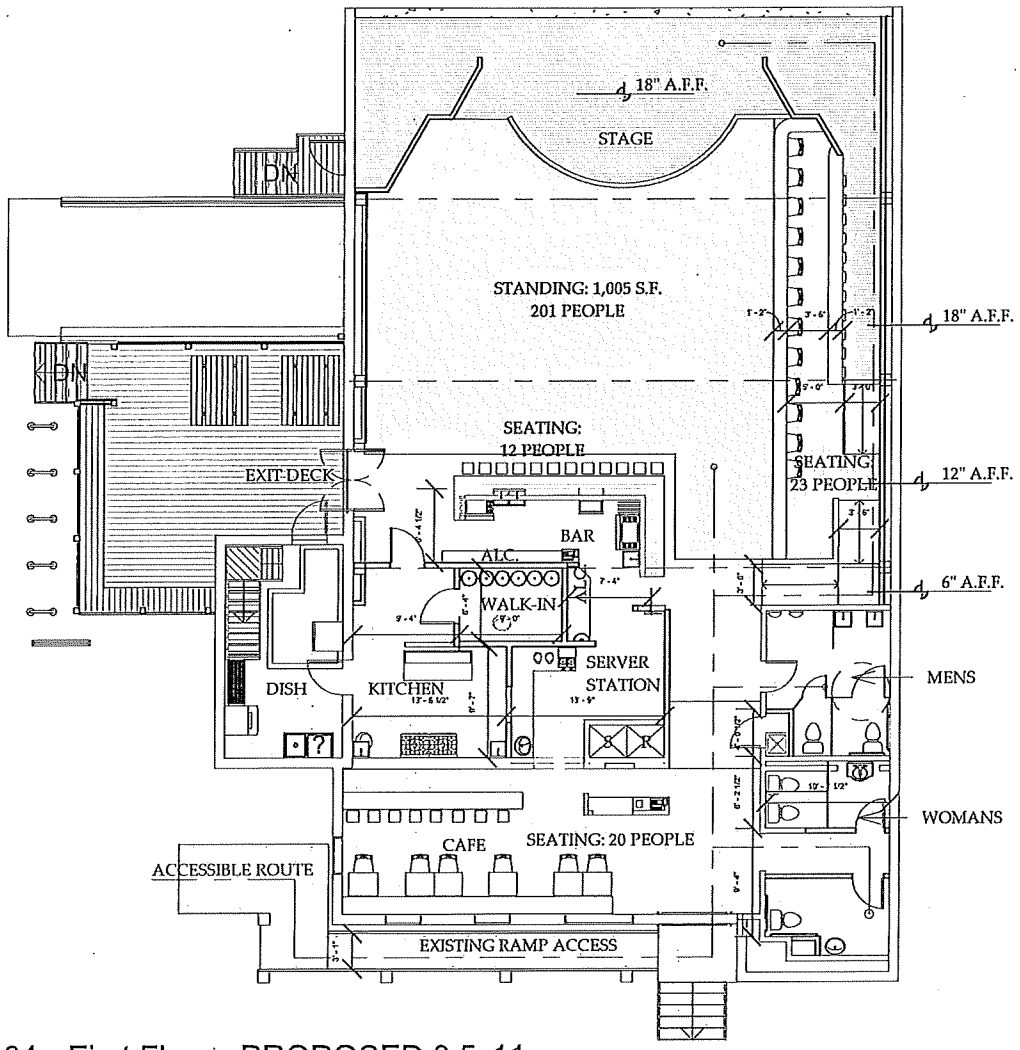
☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____



1 01 - First Floor - PROPOSED 8.5x11
1/16" = 1'-0"

BUILDING CAPACITY:

STANDING: 201
SEATING: 55
PERFORMERS: 12
EMPLOYEES: 10

278

D DEHAVEN PROPERTIES www.dehavenproperties.com	WINNEBAGO ARTS CAFE Renovation	FLOOR PLAN Project number 0047 Date 7-1-2019 Drawn by Jacob DeHaven A.1

September 2025 ALRC New License

Class A Licenses.csv

All items

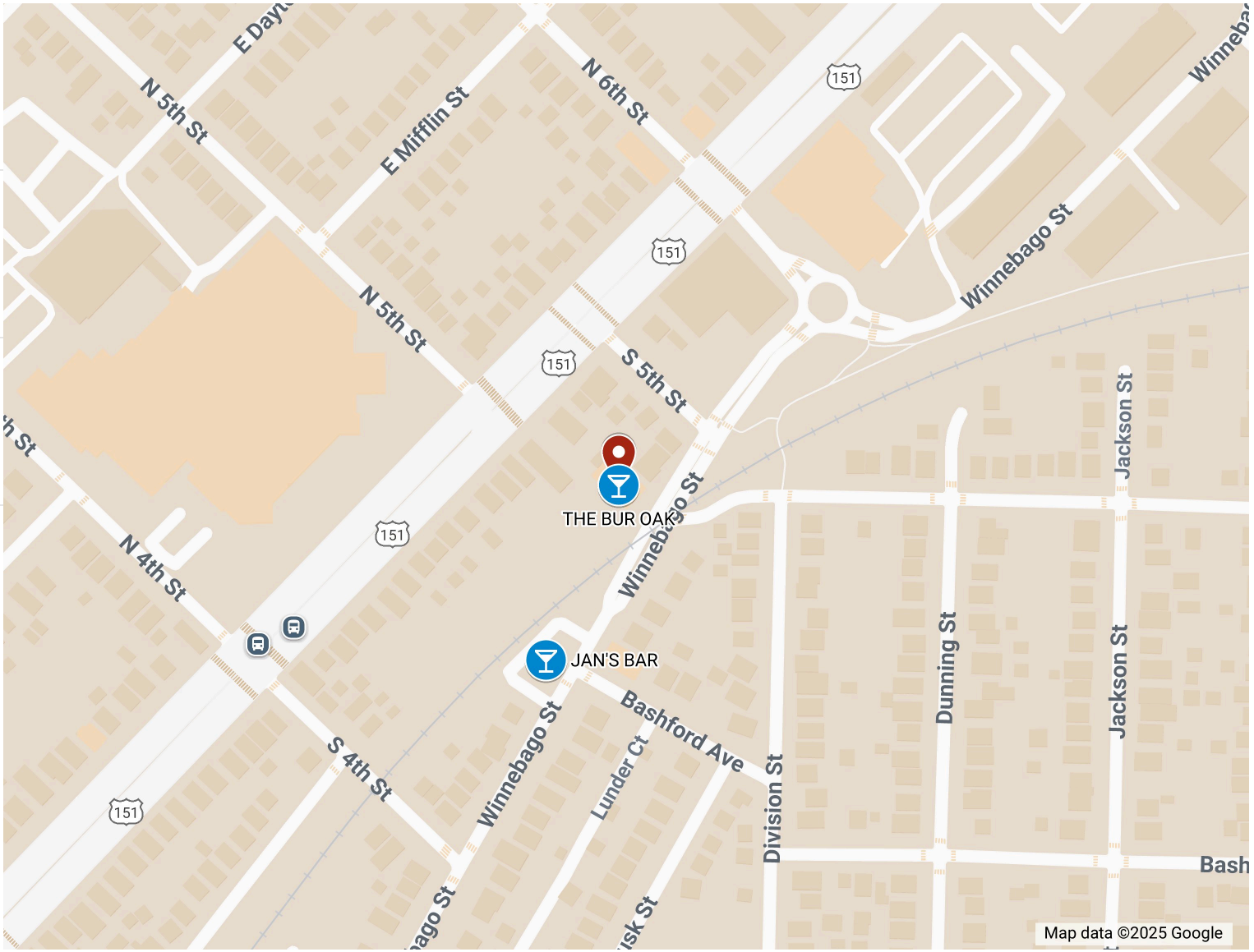
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89718

File ID:	89718	**File Type:**	Ordinance	**Status:**	Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	08/26/2025
File Name:	North Midvale North Segoe Rezone			**Final Action:**	

Title: Creating Section 28.022-00728 of the Madison General Ordinances to change the zoning of property located at 702 North Midvale Boulevard and 401 North Segoe Road from PD(GDP) (Planned Development-General Development Plan) District to PD (SIP) (Planned Development-Specific Implementation Plan) District. (District 11)

Notes: 6991MidvaleSegoeRZ

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	702 N Midvale Blvd_401 N Segoe Rd SIP (2025).pdf	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	08/26/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Plan Commission Public Hearing (10/6/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer For Public Hearing	PLAN COMMISSION			Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer For Public Hearing to the PLAN COMMISSION. The motion passed by voice vote/other.					

Text of Legislative File 89718

Fiscal Note

No City appropriation required.

Title

Creating Section 28.022-00728 of the Madison General Ordinances to change the zoning of property located at 702 North Midvale Boulevard and 401 North Segoe Road from PD(GDP) (Planned Development-General Development Plan) District to PD (SIP) (Planned Development-Specific Implementation Plan) District. (District 11)

Body

DRAFTER'S ANALYSIS: This ordinance rezones property located at 702 North Midvale

Boulevard and 401 North Segoe Road from PD(GDP) (Planned Development-General Development Plan) District to PD(SIP) (Planned Development-Specific Implementation Plan) to allow Heather Crest street improvements to be constructed for “Hilldale Phase 3”, superseding the May 2023 SIP approval (ORD-23- 00062, Legistar File No. 77209).

****

The Common Council of the City of Madison do hereby ordain as follows:

1. WHEREAS, a Planned Development District Specific Implementation Plan has been duly filed for approval of the Madison Common Council and is hereby made an integral component of the zoning district regulations.

NOW, THEREFORE, the Common Council of the City of Madison do ordain as follows:

Map Amendment 0000728 of Section 28.022 of the Madison General Ordinances is hereby created to read as follows:

“28.022-0000728. A Planned Development District Specific Implementation Plan is hereby approved for the following described property:

Beginning at the Northeasterly corner of said Lot 10, Kelab Replat, thence S00°01’07”E along the Westerly right of way line of Price Place, 368.70 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 112°37’41”, an arc length of 29.49 feet, a radius of 15.00 feet and a chord bearing S55°41’21”W, 24.96 feet to the Northerly right of way line of Vernon Boulevard and a point of curvature; thence along said Northerly right of way line and the arc of a curve to the right through a central angle of 01°44’25”, an arc length of 17.62 feet, a radius of 580.00 feet and a chord bearing N65°58’42”W, 17.62 feet to a point of reverse curvature; thence continuing along said Northerly right of way line and the arc of a curve to the left through a central angle of 23°08’46”, an arc length of 282.78 feet, a radius of 700.00 feet and a chord bearing N76°09’45”W, 280.86 feet to a point of reverse curvature; thence along the arc of a curve to the right through a central angle of 78°33’12”, an arc length of 20.57 feet, a radius of 15.00 feet and a chord bearing N53°19’26”W, 18.99 feet to the Easterly right of way line of Segoe Road and a point of reverse curvature; thence along said Easterly right of way line and the arc of a curve to the left through a central angle of 30°11’25”, an arc length of 347.38 feet, a radius of 659.27 feet and a chord bearing N24°31’33”W, 343.38 feet; thence continuing along said Easterly right of way line N39°43’03”W, 101.34 feet; thence N49°37’34”E, 26.87 feet to a point of curvature; thence along the arc of a curve to the right through a central angle of 42°55’11”, an arc length of 168.55 feet, a radius of 225.00 feet and a chord bearing N71°05’10”E, 164.63 feet; thence S87°27’15”E, 385.95 feet; thence S00°01’03”E, 146.84 feet to the northerly right of way line of Price Place; thence along said Northerly right of way line S°53’25”W, 30.00 feet to the Point of Beginning. This description contains 205,693 square feet or 4.72 acres.”

REQUEST FOR AMENDMENT TO THE MADISON GENERAL ORDINANCES

TO: Michael R. Haas, City Attorney

Proposed/Current Section No. _____

Amendment: x

FROM: Tim Parks, Planning Division

Repeal: _____

Creation: _____

Please draft the following ordinance:

Note: Is this ordinance exempt from the provisions of Section 2.05(4)?

_____ If so, **circle** the appropriate paragraph number under which exemption is claimed. [1, 2, 3, 4, 5, 6, 7, 8, 9]

_____ If not, the signature of the Mayor or the Alderperson who will sponsor this ordinance is required below.

See Attachment(s): ____

Date to be Presented: 2 September 2025

Referral(s): Plan Commission: 6 October 2025; Common Council: 7 October 2025

Fiscal Note: No Fiscal Impact

Sponsor(s): Planning Division

When completed:

Send DRAFT to: Tim Parks (original will be held until otherwise notified)

Send copy to: _____

Note: Unless otherwise indicated, this ordinance will be submitted directly to Common Council.

If request is to rezone property, the following additional information must be furnished before the ordinance can be drafted:

Rezone following property:

Address 702 N Midvale Boulevard & 401 N Segoe Road Alder District 11

From PD(GDP) District To PD(SIP) District

Proposed Use: Approve new Specific Implementation Plan for "Hilldale Phase 3" to allow Heather Crest street improvements to be constructed in separate phase (superseding May 2023 SIP approval)

By Direction Of: _____ Date: 26 August 2025

Meagan Tuttle, Director Planning Division

City of Madison

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

Master

File Number: 89916

File ID:	89916	**File Type:**	Ordinance	**Status:**	Items Referred
Version:	2	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	09/09/2025
File Name:	Lot Area & Width Alley Attached Garages			**Final Action:**	

Title: SUBSTITUTE: Amending several sections of Chapter 28 to reduce minimum lot width and lot area within certain zoning districts and to reduce the rear setback for alley loaded one-story attached garages.

Notes: 6987LotAreaWidthAlleyGarage

Sponsors:	Satya V. Rhodes-Conway, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Michael E. Verveer And Regina M. Vidaver	**Effective Date:**	
Attachments:	89916 Body - Version 2, 2025-9-25-Staff Presentation to HPC.pdf, Zoning Text Memo 10-6-25 Lot Width Lot Area Alley Attached Garages.pdf, 89916 Master - Version 1, 89916 Body - Version 1	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/09/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred for Public Hearing	PLAN COMMISSION			
	Action Text:	This Ordinance was Referred for Public Hearing to the PLAN COMMISSION					
	Notes:	Additional referral to Housing Policy Committee					
1	PLAN COMMISSION	09/16/2025	Refer	HOUSING POLICY COMMITTEE		09/25/2025	
	Action Text:	This Ordinance was Refer to the HOUSING POLICY COMMITTEE					

1	HOUSING POLICY COMMITTEE	09/25/2025	Return to Lead with the Recommendation for Approval	PLAN COMMISSION	10/06/2025	Pass

Action Text: A motion was made by Ochowicz, seconded by Tarby, to return the zoning text amendment to the Plan Commission with a recommendation for approval. The motion passed by voice vote/other.

Text of Legislative File 89916

Fiscal Note

No City appropriation required.

Title

SUBSTITUTE: Amending several sections of Chapter 28 to reduce minimum lot width and lot area within certain zoning districts and to reduce the rear setback for alley loaded one-story attached garages.

Body

DRAFTER'S ANALYSIS: This proposed MGO change would amend several sections of Chapter 28 residential zoning districts to make more lot divisions possible by slightly reducing detailed lot size and lot width requirements for many zoning districts. Lot size requirements are one of the biggest factors in determining how many homes can be built in an area.
It also allows for a three-foot rear setback for one-story alley-loaded attached garages in more zoning districts, as well as for attached single-family homes (often referred to as town homes) on narrow lots. Allowing a three-foot rear setback for alley-loaded attached garages for attached single-family homes allows for more flexibility in home design in more districts and adds consistency between the required rear setback for attached garages and detached garages on lots that are served by alleys.

The SUBSTITUTE modifies MGO Secs. 28.050(2), 28.051(2) and 28.053(4) and proposes that in the TR-U1, TR-U2 and TR-P districts the reduced setbacks for alley single family attached lots not be limited to one-story attached garages. The substitute also includes a reduction in the minimum lot area per dwelling unit for single family attached in the TR-P district and a correction to a code reference.

****

Please see Legistar File No. 89916 Body in Attachments.

Legistar File No. 89916 Body - Version 2

DRAFTER'S ANALYSIS: This proposed MGO change would amend several sections of Chapter 28 residential zoning districts to make more lot divisions possible by slightly reducing detailed lot size and lot width requirements for many zoning districts. Lot size requirements are one of the biggest factors in determining how many homes can be built in an area.

It also allows for a three-foot rear setback for one-story alley-loaded attached garages in more zoning districts, as well as for attached single-family homes (often referred to as town homes) on narrow lots. Allowing a three-foot rear setback for alley-loaded attached garages for attached single-family homes allows for more flexibility in home design in more districts and adds consistency between the required rear setback for attached garages and detached garages on lots that are served by alleys.

The SUBSTITUTE modifies MGO Secs. 28.050(2), 28.051(2) and 28.053(4) and proposes that in the TR-U1, TR-U2 and TR-P districts the reduced setbacks for alley single family attached lots not be limited to one-story attached garages. The substitute also includes a reduction in the minimum lot area per dwelling unit for single family attached in the TR-P district and a correction to a code reference.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.035 entitled "SR-C1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C1 District				
	Single-family detached	Two-family Two unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~8,000~~ 6,000	~~8,000~~ 6,000	~~4,000~~ 3,000/d.u.	8,000
Lot Width	~~60~~ 55	~~60~~ 55	~~30~~ 27/d.u.	60
Front Yard Setback	30	30	30	30
Side Yard Setback	6	6	6	6
Reversed Corner Side Yard Setback	15	15	15	30
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35

Maximum lot coverage	50%	50%	50%	~~35~~ 60%
Maximum building coverage	n/a	n/a	n/a	~~n/a~~ 50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

2. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.036 entitled "SR-C2 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C2 District				
	Single-family detached	Two-family Two unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	6,000
Lot Width	50	50	25/d.u.	50
Front Yard Setback	30	30	30	30
Side Yard Setback	6	6	6	6
Reversed Corner Side Yard Setback	15	15	15	30
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	50%	50%	50%	35
Maximum building coverage	n/a	n/a	n/a	n/a

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

3. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.037 entitled "SR-C3 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C3 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	6,000
Lot Width	50	50	25/d.u.	50
Front Yard Setback	25	25	25	25
Side Yard Setback	5	5	5	5
Reversed Corner Side Yard Setback	15	15	15	25
Rear Yard Setback	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Equal to building height but at least 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	60%	60%	60%	60%
Maximum building coverage	n/a	n/a	n/a	50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

4. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.039 entitled "SR-V1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-V1 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (3-8 units)	Single-family attached, three-four unit
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	1,500/d.u.	1,500/d.u.
Lot Width	50	50	25/d.u.	60	20/d.u.
Front Yard Setback	25	25	25	25	25
Side Yard Setback	5	5	5	6/15 total	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	60%	60%	60%	60%	90%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

SR-V1 District: Conditional and Nonresidential Uses		
	Single-family attached (5-8 units)	Nonresidential
Lot Area (sq. ft.)	1,500/d.u.	6,000
Lot Width	20/d.u.	50
Front Yard Setback	25	25
Side Yard Setback	Exterior end walls: 6	6
Reversed Corner Side Yard Setback	12	25
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	3 stories/40	40
Maximum lot coverage	90%	60%

Maximum building coverage	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

5. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.040 entitled "SR-V2 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-V2 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Single-family attached (8 units max.)	Multi-family (3-24 units max)
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000/d.u.~~ 2,500/d.u.	1,500/d.u.	1,500/d.u.
Lot Width	50	50	25/d.u.	20/d.u.	60
Front Yard Setback	25	25	25	25	25
Side Yard Setback	5	Two-story: 5	5	Exterior end walls: 5	10
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	60%	60%	60%	90%	60%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

SR-V2 District: Conditional and Nonresidential Uses			
	Single-family attached (>8 units)	Multi-family (>24 units)	Nonresidential
Lot Area (sq. ft.)	1,500/d.u.	1,500/d.u.	6,000
Lot Width	20/d.u.	60	50
Front Yard Setback	25	25	25

Side Yard Setback	Exterior end walls: 6	10	6
Reversed Corner Side Yard Setback	12	12	25
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25	Equal to building height but at least ~~30~~ 25
Maximum height	3 stories/40	4 stories/52	35
Maximum lot coverage	90%	60%	60%
Maximum building coverage	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

6. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.042 entitled "TR-C1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Standards represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C1 District				
	Single-family detached	Two-family Two-unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	3,000 2,500/d.u.	6,000
Lot Width	~~50~~ 45	~~50~~ 45	~~25~~ 22/d.u.	50
Front Yard Setback	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	6	6	6	10
Reversed Corner Side Yard Setback	15	15	15	15
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Equal to building height but at least 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	50%	50%	50%	65%

Maximum building coverage	n/a	n/a	n/a	50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

7. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.043 entitled "TR-C2 District" of the Madison General Ordinances is amended as follows:

(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C2 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	4,000	4,000	2,000/d.u.	4,800
Lot Width	40	40	20/d.u.	40
Front Yard Setback	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width < 50: 10% lot width	5 Lot width < 50: 10% lot width	5 Lot width < 50: 10% lot width	10
Reversed Corner Side Yard Setback	12	12	12	20
Rear Yard	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	65%	65%	65%	65%
Maximum building coverage	n/a	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

8. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.044 entitled "TR-C3 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C3 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	4,000
Lot Width	30	30	15/d.u.	40
Front Yard Setback	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5
Reversed Corner Side Yard Setback	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	15
Rear Yard	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Equal to building height but at least 20
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	75%	75%	75%	75%
Maximum building coverage	n/a	n/a	n/a	65%

(a) ~~Rear Yard Setback.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of ~~two (2)~~ three (3) feet."

9. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.045 entitled "TR-C4 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C4 District					
	Single-family detached	Two-family Two unit	Two-family Twin	Three-unit	Nonresidential
Lot Area (sq. ft.)	4,000	4,000	2,000/d.u.	4,000	4,800
Lot Width	40	40	20/d.u.	40	40
Front Yard Setback	20	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5
Reversed Corner Side Yard Setback	12	12	12	12	20
Rear Yard	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	2 stories/35	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	65%	65%	65%	65%	65%
Maximum building coverage	n/a	n/a	n/a	n/a	50%

(a) ~~Reserved.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

10. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.048 entitled "TR-V1 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V1 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Three-four unit	Single-family attached, three-four unit

Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	~~1,500/d.u.~~ 3,000	~~1,500~~ 1,000/d.u.
Lot Width	30	30	15/d.u.	30	15 d.u.
Front Yard Setback	20	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	70%	70%	70%	70%	90%
Reversed Corner Side Yard Setback	12	12	12	12	12

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

11. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.048 entitled "TR-V2 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V2 District: Conditional and Nonresidential Uses			
	Single-family attached (>8 units)	Multi-family (>12 units)	Nonresidential
Lot Area (sq. ft.)	~~1,500~~ 1,000/d.u.	~~1,500~~ 1,000/d.u.	6,000
Lot Width	15/d.u.	60	50
Front Yard Setback	20	20	20

Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	Exterior end walls: 5	10	6
Reversed Corner Side Yard Setback	12	12	20
Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25	Equal to building height but at least 30
Maximum height	3 stories/40	3 stories/40	40
Maximum lot coverage	90%	70%	65%
Maximum building coverage	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V2 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (3—12 units)	Single-family attached (8 units max.)
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	~~1,500~~ 1,000/d.u.	1,500/d.u.
Lot Width	30	30	15/d.u.	30	15/d.u.
Front Yard Setback	20	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% of lot width	5	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40

Maximum lot coverage	70%	70%	70%	70%	90%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

12. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.050 entitled "TR-U1 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-U1 District: Conditional and Nonresidential Uses			
	Single-family attached (> 8 units)	Multi-family (> 24 units)	Nonresidential
Lot Area (sq. ft.)	1,000/d.u.	750/d.u.	6,000
Lot Width	15/d.u.	50	50
Front Yard Setback	15 or avg.	15 or avg.	15 or avg.
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5	10	5
Reversed Corner Side Yard Setback	12	12	15
Rear Yard	Lesser of ~~25~~ 20% lot depth or 20 Alley accessed: ~~2~~ 3 ~~See (a) below~~	Lesser of ~~25~~ 20% lot depth or ~~25~~ 20	Equal to building height but at least 30
Maximum height	3 stories/40 See (b) below	5 stories/65 See (b) below	40
Maximum lot coverage	90%	75%	70%
Maximum building coverage	n/a	n/a	50%

TR-U1 District: Permitted Uses						
	Single-family detached	Two-family Two unit	Two-family - Twin	Three-four unit	Single-family attached (max. 8 units)	Multi-family (5—24 units)
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	3,000	1,000/d.u.	750/d.u.
Lot Width	30	30	15/d.u.	30	15/d.u.	30
Front Yard Setback	15	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater	30 ft. or up to 20% greater	30 ft. or up to 20% greater	30 ft. or up to 20% greater	30 ft. or up to 20% greater	30 ft. or up to 20% greater

	than block average	than block average	than block average	than block average	than block average	than block average
Side Yard Setback	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	Exterior end walls: 5	5 Lot width <50: 10% of lot width
Reversed Corner Side Yard Setback	12	12	12	12	12	12
Rear Yard	Lesser of 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 ~~See (a) below~~	Lesser of ~~25%~~ 20% ~~lo~~ or 20
Maximum height	2 stories/35 See (b) below	2 stories/35 See (b) below	2 stories/35 See (b) below	3 stories/40 See (b) below	3 stories/40 See (b) below	4 stories/52 ft. See (b) below
Maximum lot coverage	75%	75%	75%	75%	90%	75%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval.

13. Subsection (2) entitled “Dimensional Requirements, Permitted and Conditional Uses” of Section 28.051 entitled “TR-U2 District” the Madison General Ordinances is amended as follows:

“(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-U2 District: Permitted Uses			
	Three-four unit	Single-family attached (max. 8 units)	Multi-family (5—36 units)
Lot Area (sq. ft.)	3,000	800/d.u.	350/d.u.
Lot Width	30	15/d.u.	30
Front Yard Setback	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average

Side Yard Setback	5 Lot width <50: 10% of lot width	Exterior end walls: 5	5 Lot width <50: 10% of lot width
Reversed Corner Side Yard Setback	12	12	12
Rear Yard	Lesser of ~~25~~ 20% lot depth or 20	Lesser of ~~25~~ 20% lot depth or 20 Alley accessed: 3 ~~See (a) below~~	Lesser of ~~25~~ 20% lot depth or 20
Maximum Height	3 stories/40 See (b) below	3 stories/40 See (b) below	4 stories/52 See (b) below
Maximum lot coverage	75%	90%	75%

TR-U2 District: Conditional and Nonresidential Uses						
	Single-family attached (>8 units)	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (>36 units)	Nonresidential
Lot Area (sq. ft.)	800/d.u.	3,000	3,000	1,500/d.u.	350/d.u.	6,000
Lot Width	15/d.u.	30	30	15/d.u.	50	50
Front Yard Setback	15	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	Exterior end walls: 5	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	10	5
Reversed Corner Side Yard Setback	12	12	12	12	12	15
Rear Yard	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 ~~See (a) below~~	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20	Equal to building height but at least 30
Maximum height	3 stories/40 See (b) below	3 stories/40 See (b) below	2 stories/35 See (b) below	2 stories/35 See (b) below	6 stories/78 See (b) below	40

Maximum lot coverage	90%	75%	75%	75%	80%	75%
Maximum building coverage	n/a	n/a	n/a	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval."

14. Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.052 entitled "Traditional Residential - Rustic (TR-R) District" the Madison General Ordinances is amended as follows:

"(3) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-R District: Permitted and Conditional Uses				
	Single-family detached	Two-family Two-unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~0.6 acres (26,136 sq. ft.)~~ 10,000	~~0.6 acres (26,136 sq. ft.)~~ 10,000	~~13,086 sq. ft.~~ 5,000/d.u.	~~0.6 acres (26,136 sq. ft.)~~ 10,000
Lot Width	65	65	32/d.u.	65
Front Yard Setback	50	50	50	50
Side Yard Setback	30	30	30	30
Reversed Corner Side Yard Setback	30	30	30	30
Rear Yard	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below
Maximum height	3 stories/40	3 stories/40	3 stories/40	40
Maximum lot coverage	~~15%~~ 40%	~~15%~~ 40%	~~15%~~ 40%	~~15%~~ 40%
~~Maximum size accessory building~~	~~800 sq. ft. See (a) below~~	~~800 sq. ft. See (a) below~~	~~800 sq. ft. See (a) below~~	~~as determined by conditional use~~

(a) ~~Detached Garage Replacement. New detached garages are not permitted. Detached garages existing as of January 1, 1989 may be replaced with a structure no larger than 800 square feet or the size of the principal building, whichever is less.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

15. Subsection (4) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.053 entitled "Traditional Residential - Planned (TR-P) District" the Madison General Ordinances is amended as follows:

"(4) Dimensional Requirements, Permitted and Conditional Uses.

Standards represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-P District: Permitted Uses					
	Single-family detached	Single-family attached	Two-family Two unit	Two-family - Twin	Multi-family, except residential building complex
Lot Area (sq. ft.)	2,900	~~2,000~~ 1,200/d.u.	2,900	1,800/d.u.	600/d.u. + 300 per bedroom >2
Lot Width	30	~~20~~ 15	30	15/d.u.	50
Front Yard Setback	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5	Exterior end walls: 6	5	5	10
Reversed Corner Side Yard Setback	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	12 (10 for garage
Rear Yard	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	20 Alley accessed: 3 ~~See (a) below~~	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below
Maximum height	3 stories/35	3 stories/40	3 stories/35	3 stories/35	4 stories/52 See (~~a~~b) below
Maximum lot coverage	75%	90%	75%	75%	75%

~~(b) Heights exceeding the maximum may be allowed with conditional use approval.~~

TR-P District: Conditional and Nonresidential Uses		
	Residential building complex	Nonresidential
Lot Area (sq. ft.)	600/d.u. + 300 per bedroom >2	5,000
Lot Width	50	50
Front Yard Setback	15	15

Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	10	5
Reversed Corner Side Yard Setback	12 (10 for garage)	15
Rear Yard	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	equal to building height but at least 20
Maximum height	4 stories/52 See (b) below	3 stories/40
Maximum lot coverage	75%	70%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval."

HOUSING FORWARD

OVERVIEW OF SEPT 2025 PROPOSED ORDINANCES

Jacob Moskowitz, Assistant Zoning Administrator

Housing Policy Committee Meeting, September 25, 2025



#1 Increase Housing Choice

- Look for ways to make lot division and subdivision processes simpler to create more new lots for homes

Leg ID 89916

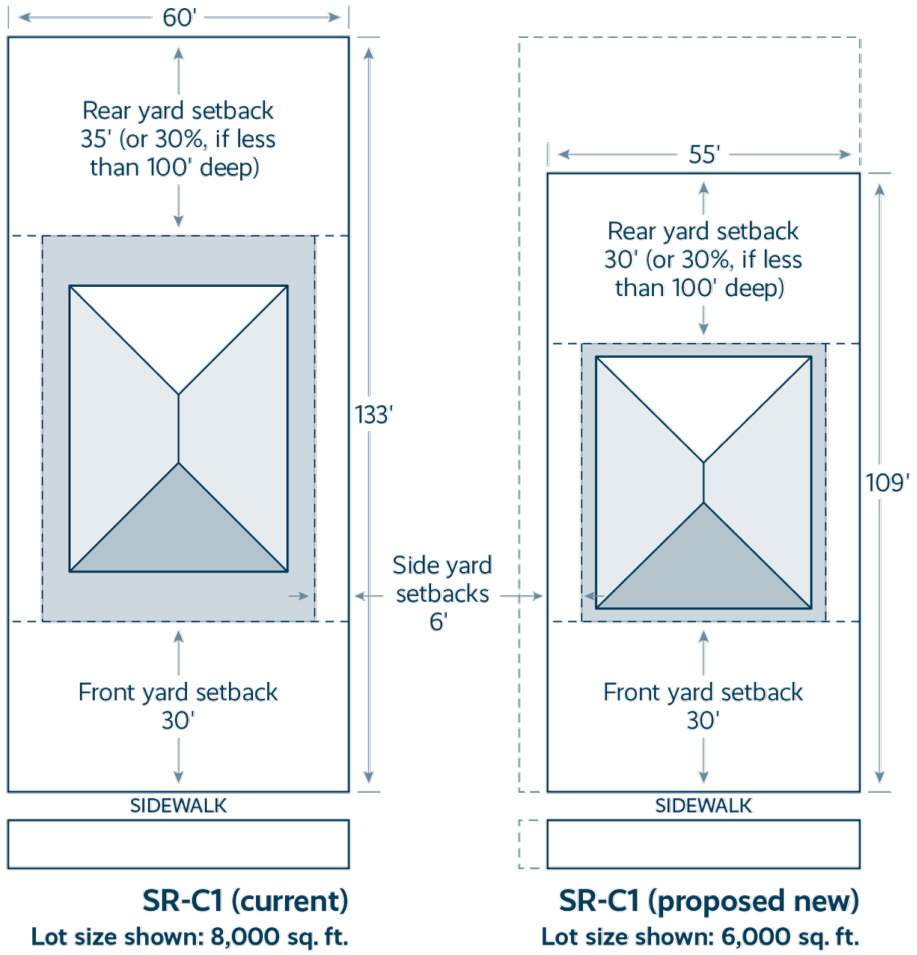
- Continue to simplify zoning standards for infill housing

Leg ID 89917

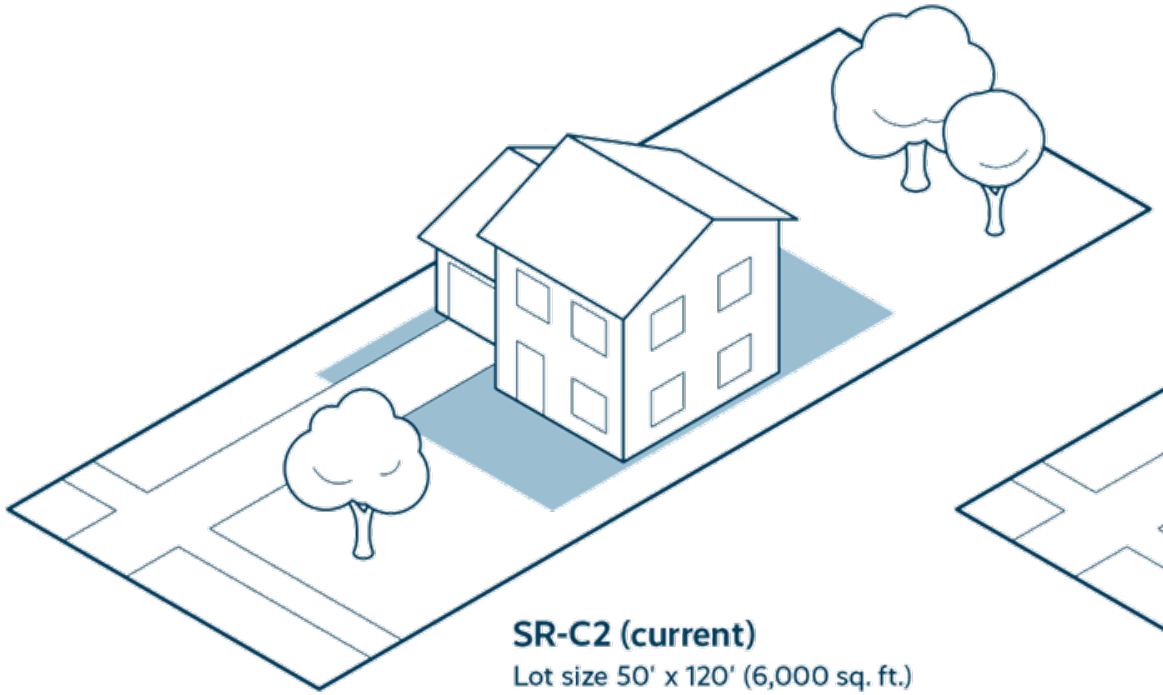
- Pursue more code and process changes to support small-scale "missing middle" housing,

Leg ID 89918

Adjust lot area, lot width, & alley attached garage rear setback minimums



- Small adjustments across the city to decrease the amount of land area required for new homes
- Over time, can support gentle infill when owners decide to divide their properties

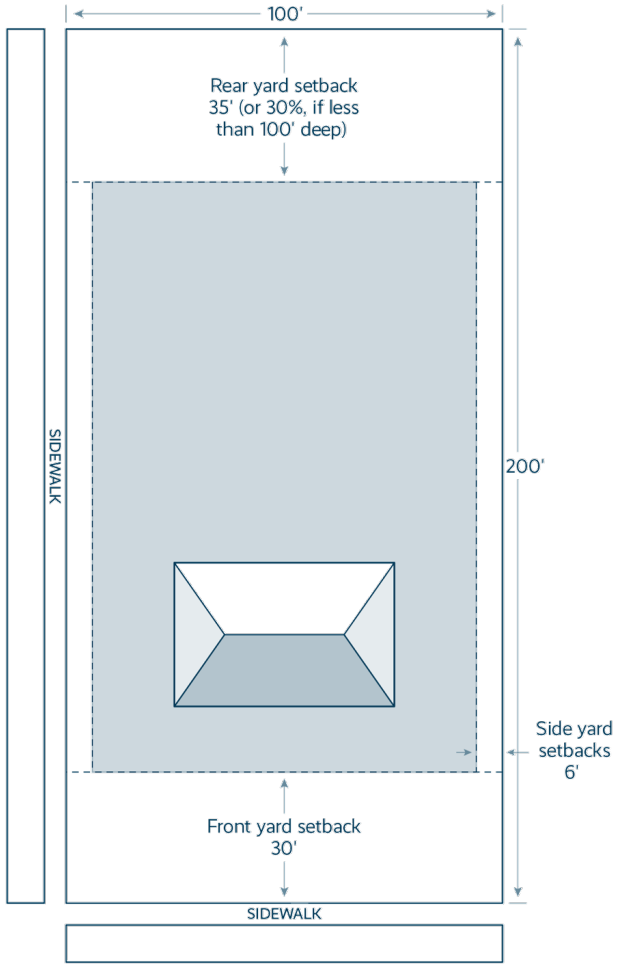


SR-C2 (current)
Lot size 50' x 120' (6,000 sq. ft.)
Front yard setback 30'
Rear yard setback 35'
Side yard setbacks 6'

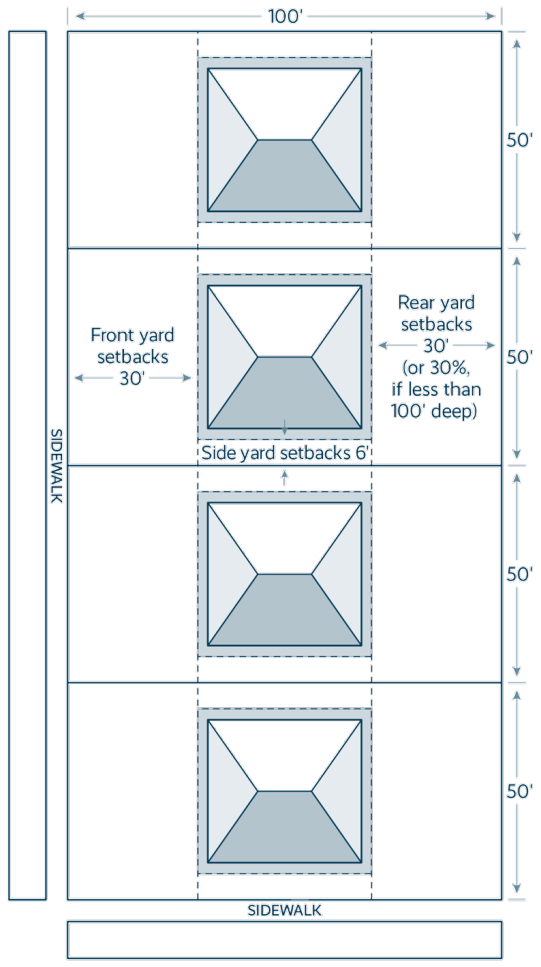


SR-C2 (proposed new)
Lot size 50' x 100' (5,000 sq. ft.)
Front yard setback 30'
Rear yard setback 30'
Side yard setbacks 6'

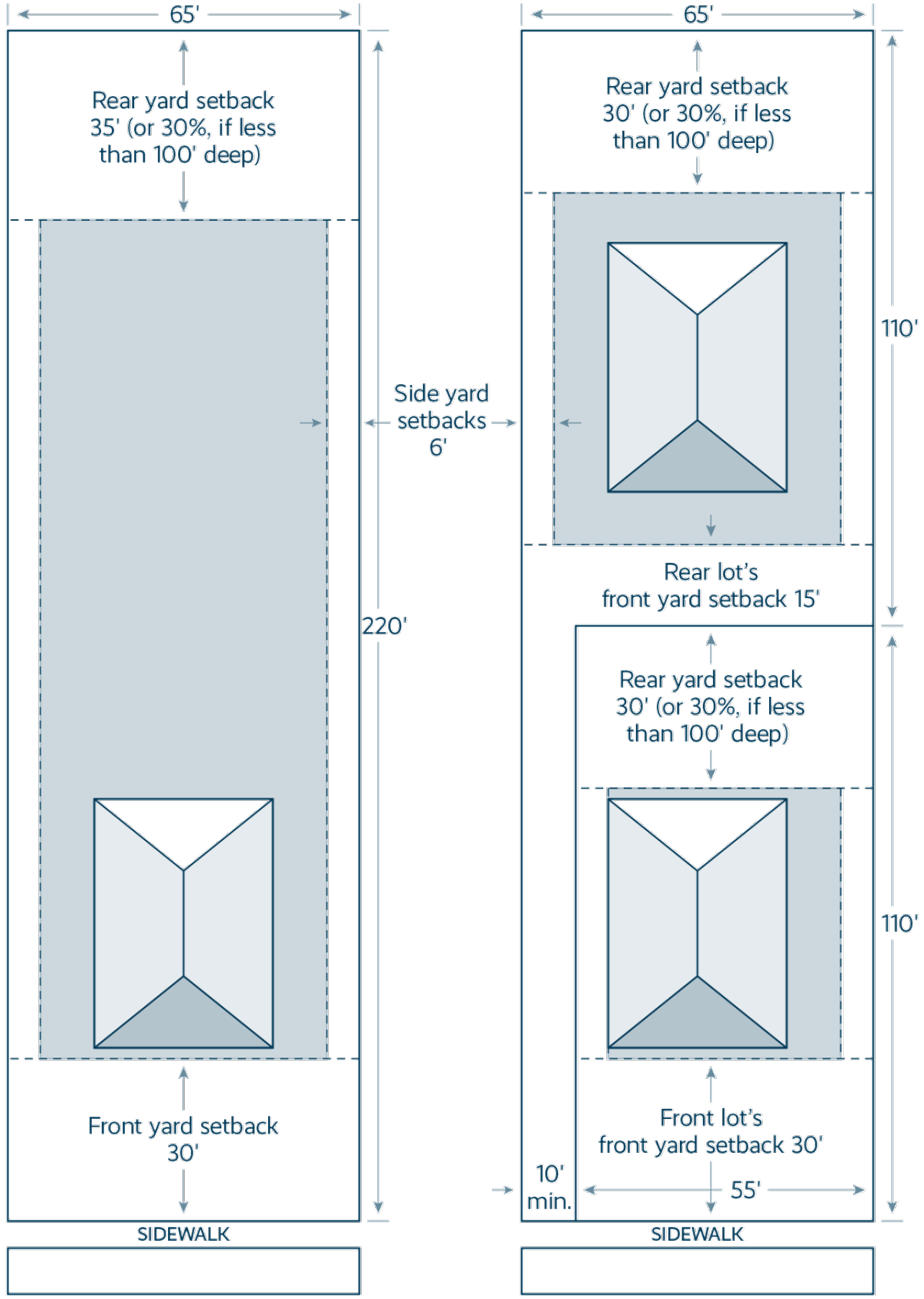
Adjust lot area, lot width, & alley attached garage rear setback minimums



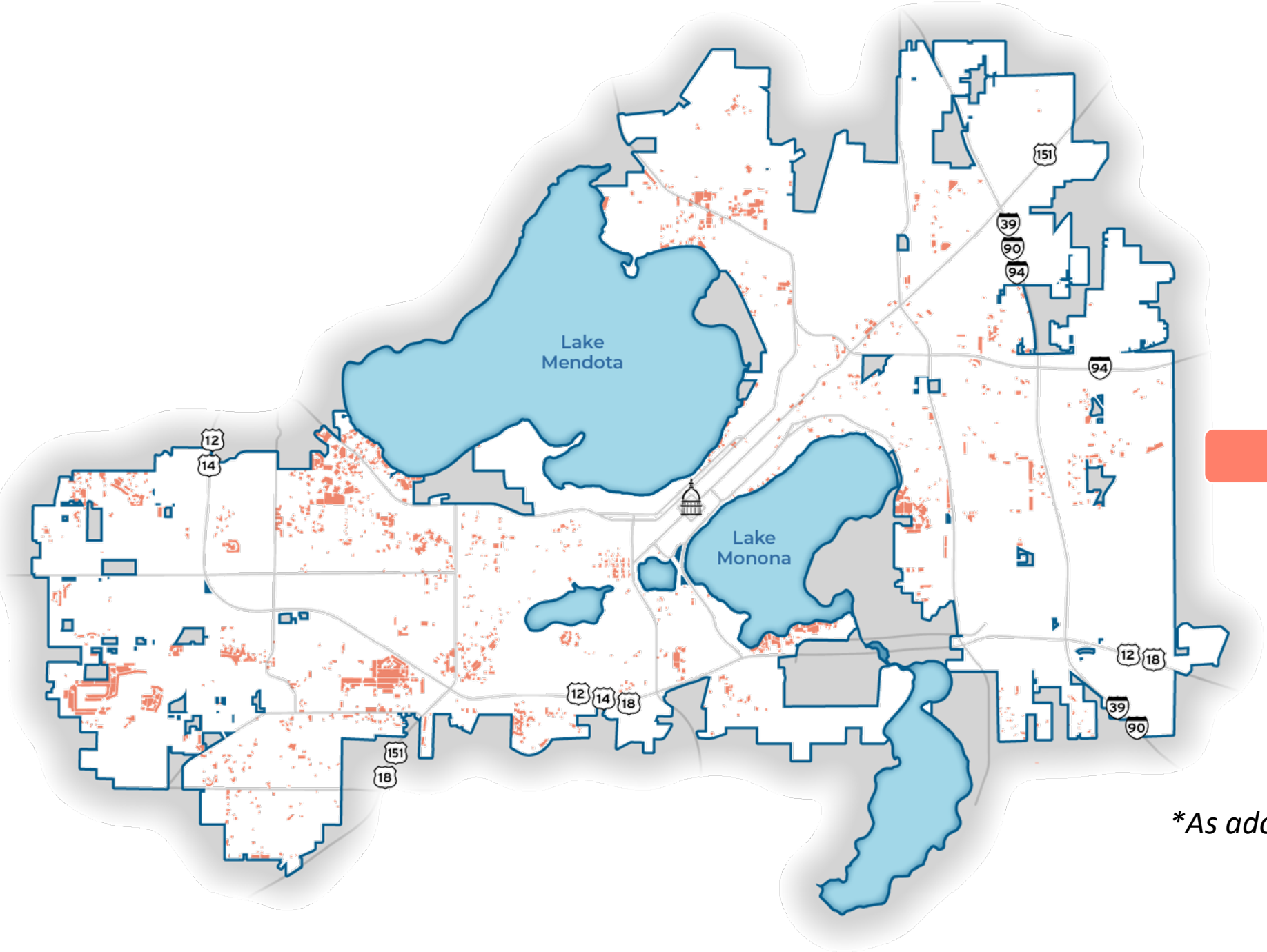
SR-C2 (20,000 sq. ft. corner lot)



SR-C2 (corner lot subdivided)

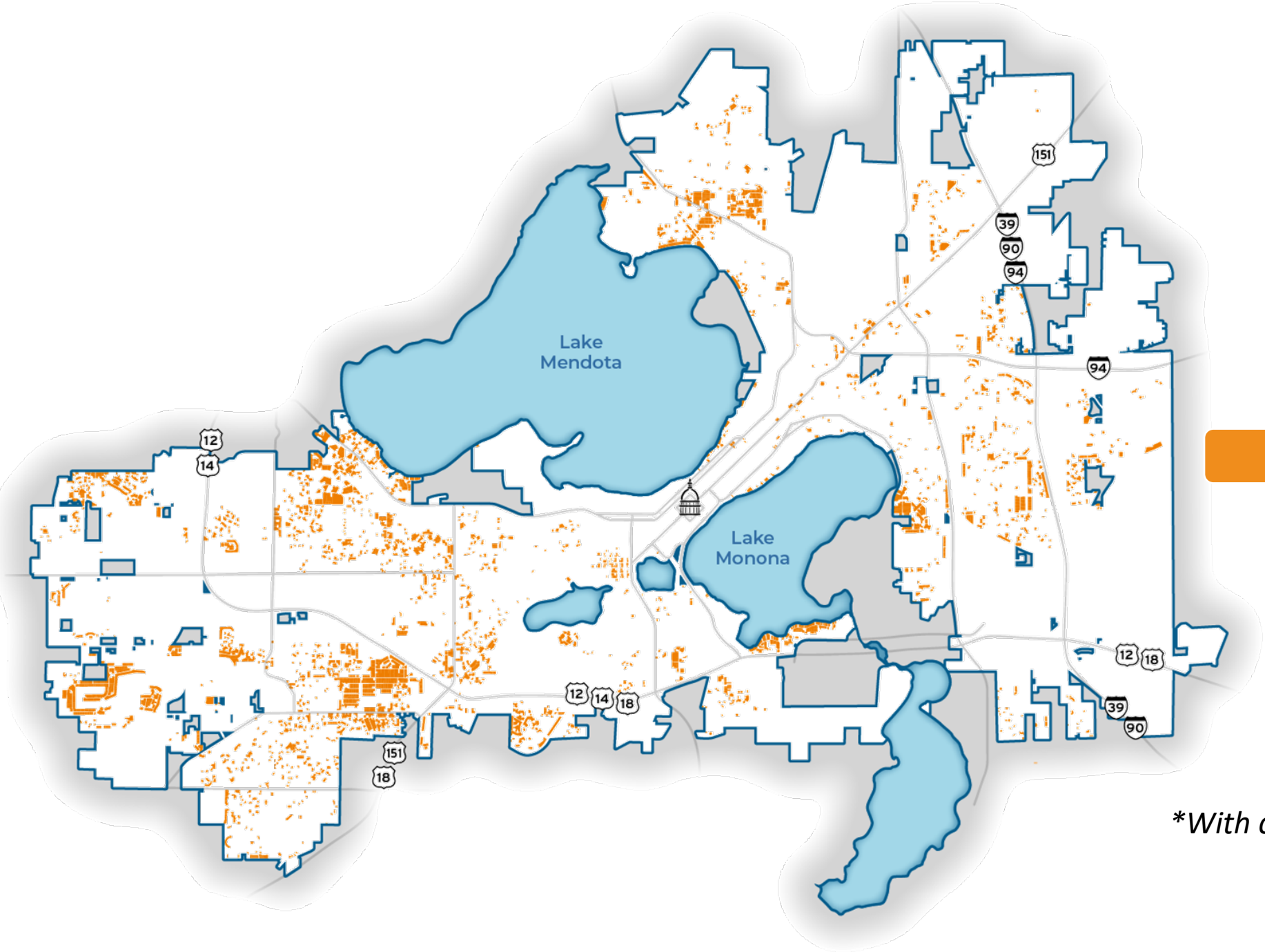


SR-C1 deep residential lot **SR-C1 backyard lot**



Lots meet basic size requirements* for “backyard lot” creation

**As adopted in July 2025*



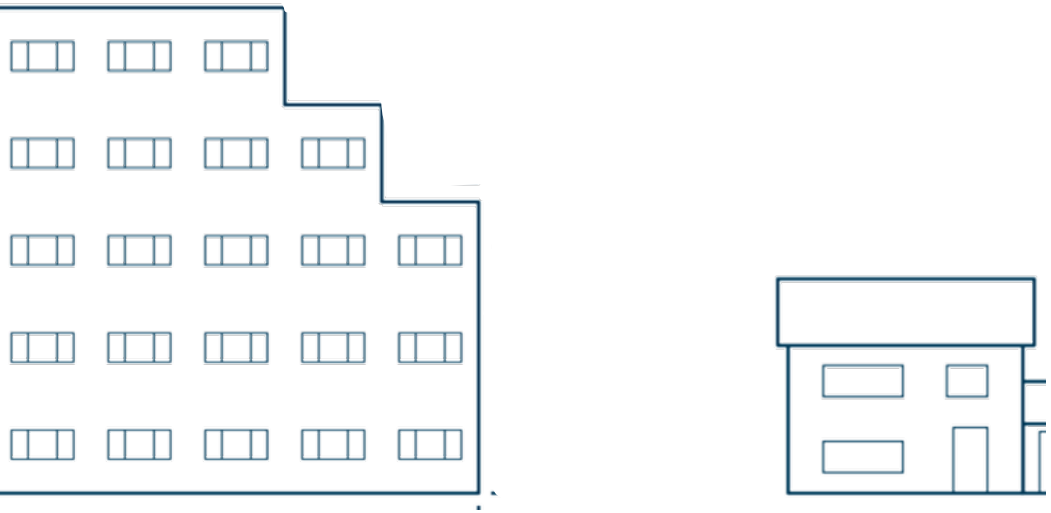
Lots meet basic size requirements under proposal* for "backyard lot" creation

**With changes as introduced*





Increase maximum allowed heights in height transition areas



- Commercial corridors across the city support infill redevelopment at all scales
- “Step-down” requirements for buildings next to residential zoning districts are important, but also limiting
- The proposed change would allow height to equal the *maximum height* in the adjacent residential district


NO
PARKING
MONDAYS



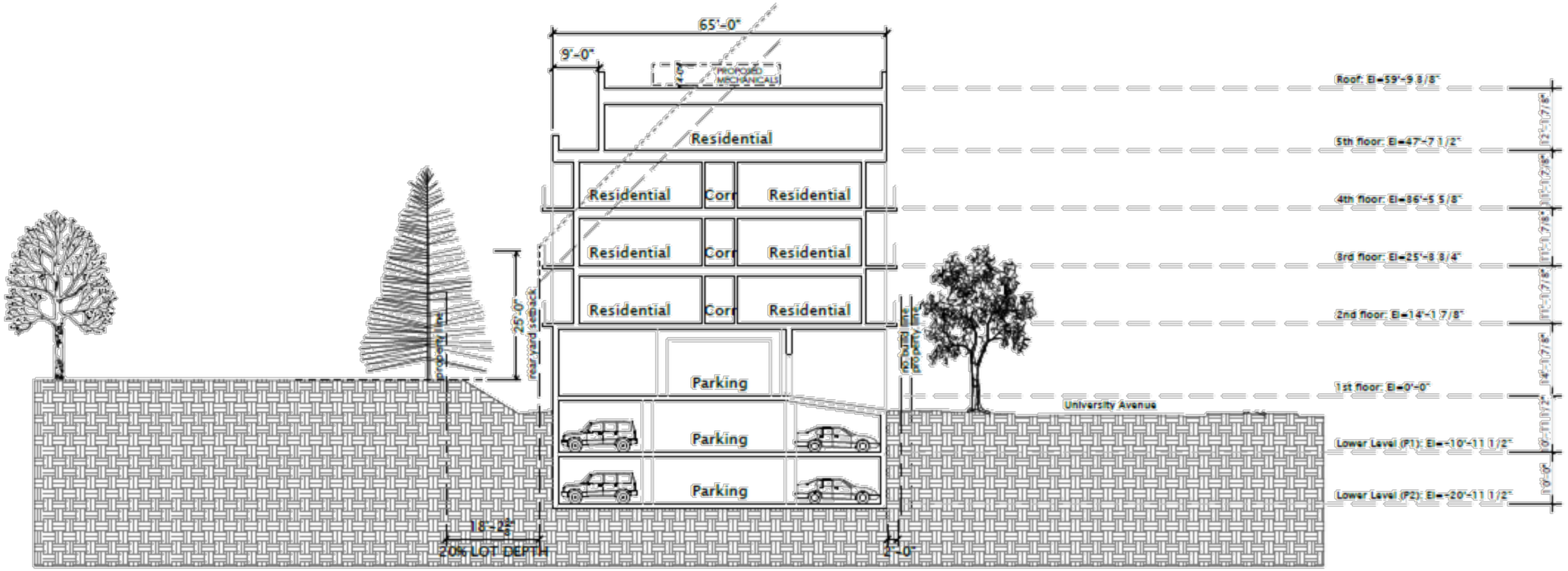


Increase maximum allowed heights in height transition areas

Current Requirement

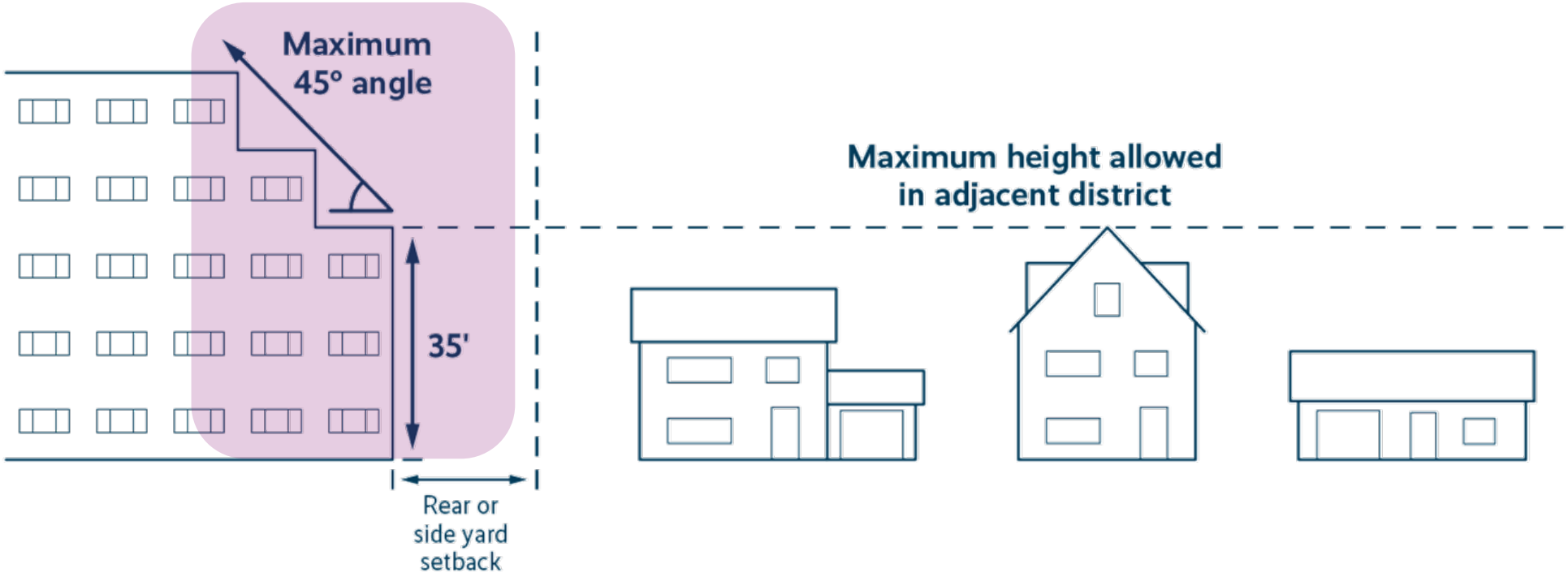


Current Requirement can be modified through conditional use approval



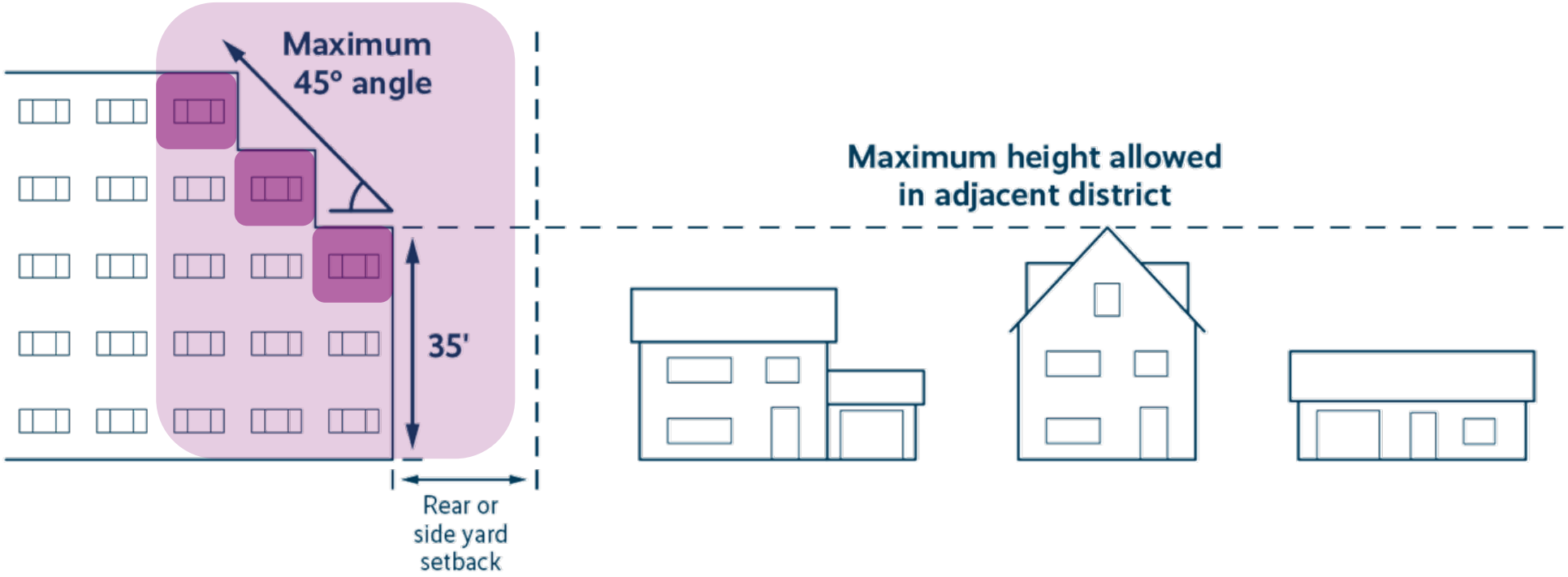
Increase maximum allowed heights in height transition areas

Proposed Change



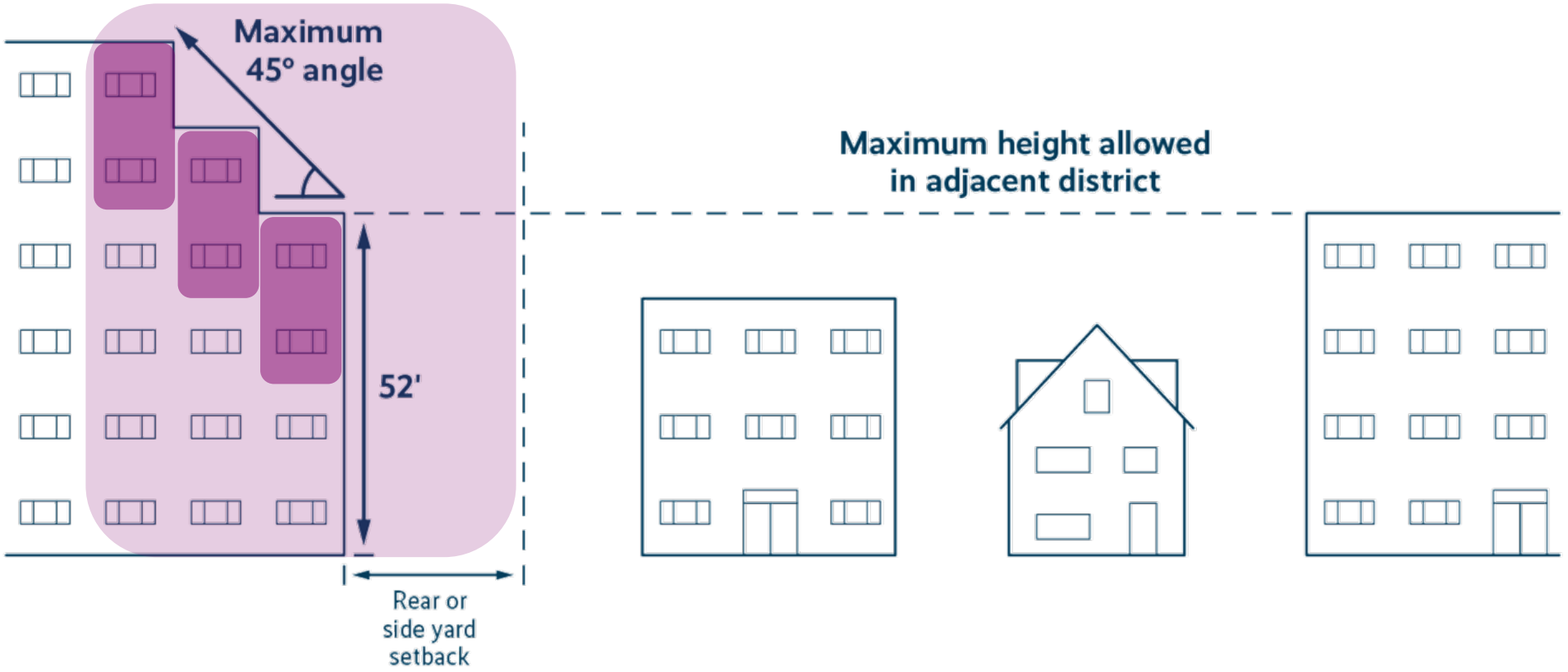
Increase maximum allowed heights in height transition areas

Proposed Change – when adjacent to residential district with 35’ max height

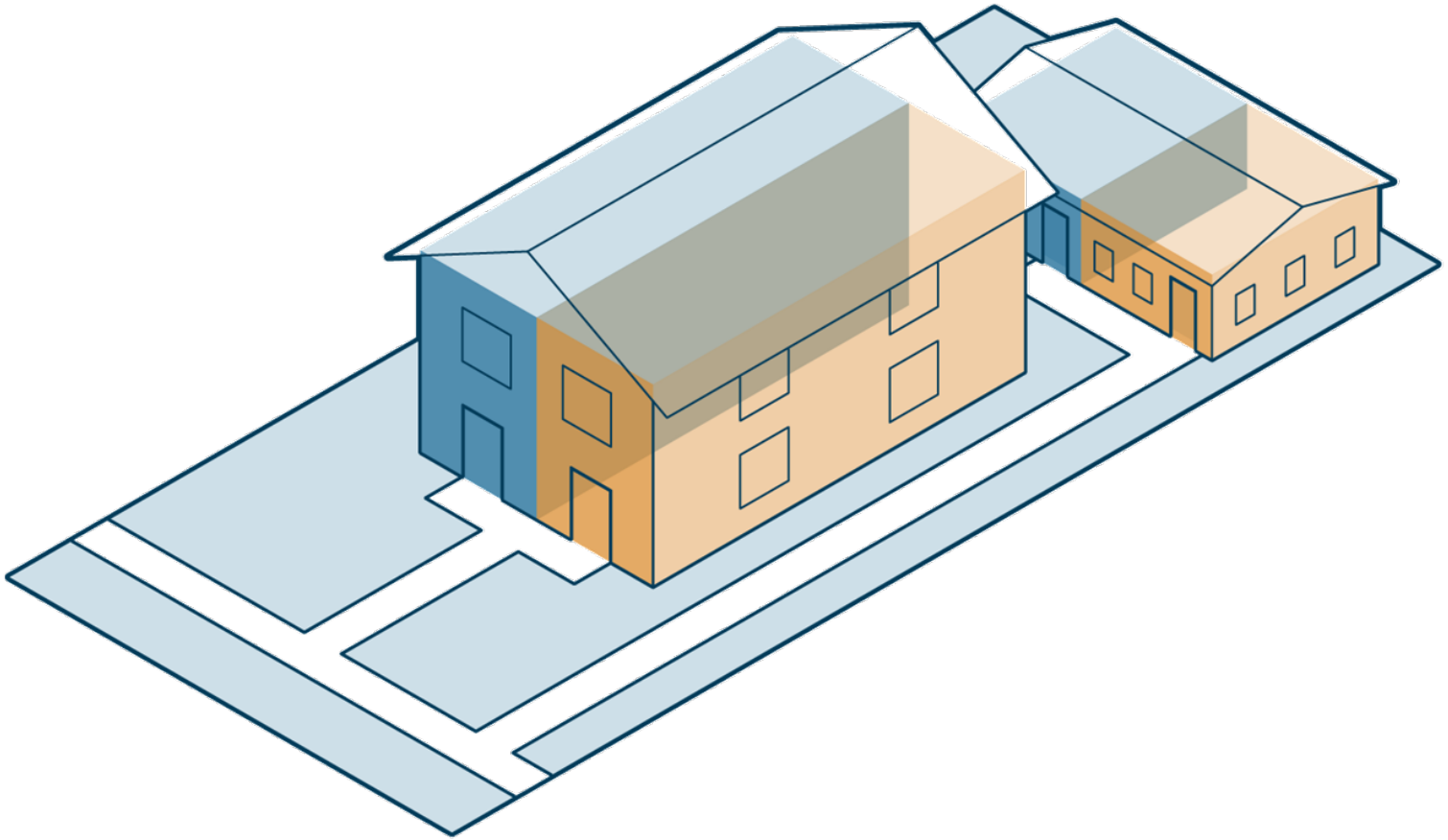


Increase maximum allowed heights in height transition areas

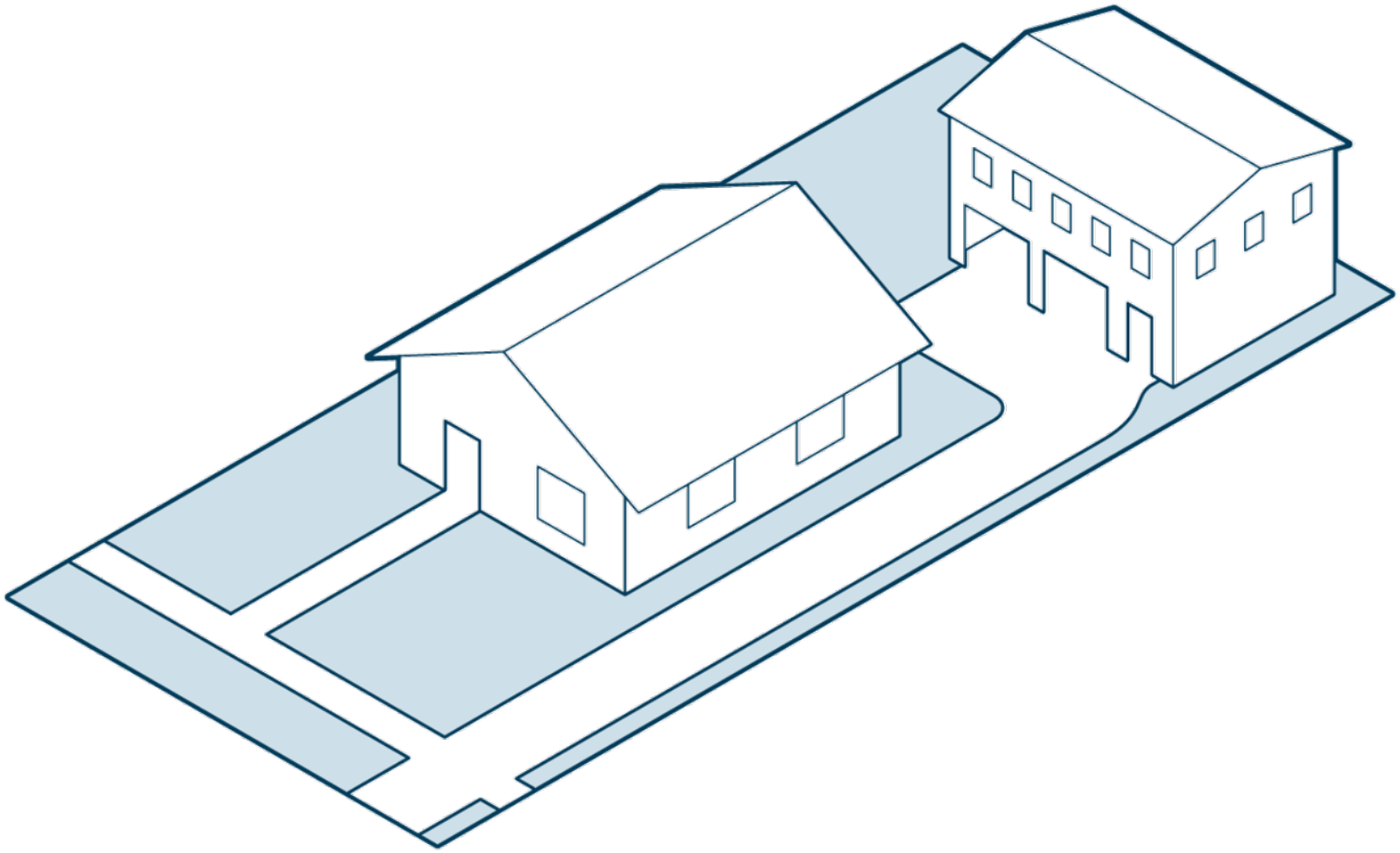
Proposed Change – when adjacent to residential district with 52’ max height



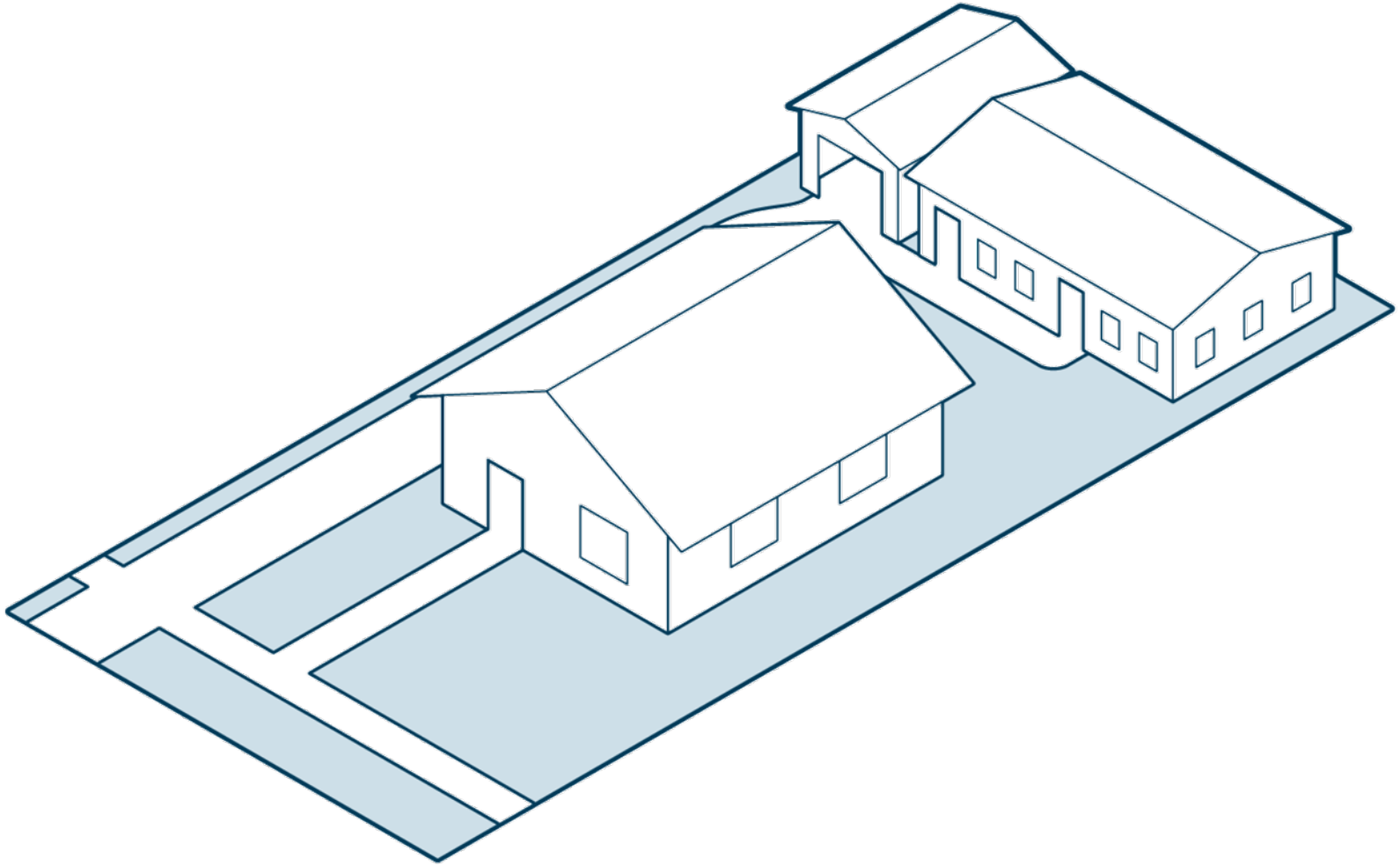
Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Next Steps

Housing Policy Committee
Thursday, September 25, 4:30 pm
(Virtual - Zoom)

Community Information Meeting
Tuesday, September 30, 5:00 pm
(Virtual – Zoom)

Plan Commission
Monday, October 6, 5:30 pm
(Virtual – Zoom)

Common Council
Tuesday, October 28, 6:30 pm
(Hybrid – City County Building Rm 201 or Zoom)

Questions & Discussion

Housing Policy Committee Meeting, September 25, 2025

PLANNING DIVISION STAFF REPORT

October 6, 2025

PREPARED FOR THE PLAN COMMISSION

Proposal: **Zoning Text Amendment**

Legistar File ID #: 89916 (Minimum Lot Area & Lot Width, Rear Setbacks)

Prepared By: Zoning and Planning Staff

89916 – This code change modifies minimum lot width and minimum lot area requirements in various residential districts. It also makes some reductions to rear setbacks, particularly for alley-accessed lots and single family attached dwellings.

Changes to minimum lot width and lot area are intended to allow a modest increase in the opportunity for division of existing oversized lots or consolidation of multiple lots to build additional housing and to allow for some design flexibility, while also maintaining existing residential zoning districts and the differences between them. Earlier this year, code changes were made to enable more deep residential lots, or backyard lots, to be created for housing, and this code change opens up more opportunities for backyard lots.

Here are two examples of how these changes may enable more lot divisions for housing:

- Many lots in the SRC1 district were originally platted at 65’ wide or greater, which aligned with the requirements of the zoning code in place at the time. The proposed reduction of minimum lot width to 55’ in this current code change could allow an existing 65’ wide lot to potentially be divided into a 55’ wide front lot, providing the 10’ wide street frontage required to create the access to a backyard lot. Many lots in this district already greatly exceed the lot width minimum and some may have options for subdivision.
- The reduction of minimum lot area proposed in this code change, when paired with the reduction of minimum lot depth to 75’ in a code change adopted earlier in 2025, may enable the division of some large corner lots.

In the TR-R district, in addition to a reduction in minimum lot area, district-specific limits on accessory structure size and detached garages are removed to make the standards in the district consistent with other residential zoning districts. Maximum lot coverage is increased to bring the district closer to maximum lot coverage allowed in other low density residential districts, while maintaining that the district has the lowest maximum lot coverage.

Changes to decrease the minimum lot area per dwelling unit in the TR-V1 and TR-V2 districts are intended to legalize existing density in those districts.

In multiple residential districts, the lesser of a percentage of lot depth option for minimum rear setback is adjusted so that the percentage aligns with the non-percentage number.

The code change also decreases rear setbacks on alley accessed lots. Alley lots have been used relatively sparingly in Madison but are an option. The proposed code change expands an existing provision, which allows for reduced rear setbacks for alley accessed lots in some districts, to additional residential zoning districts. Most of the current allowances for reduced rear setbacks are limited to alley loaded one-story

attached garages, with the intent of allowing greater flexibility in lot development and the same rear setback for one-story attached garages as for detached garages. Some districts have an existing rear setback of 2’ that is proposed to change to 3’ to better align it with the existing 3’ rear setback for detached garages, better meeting the original code intent.

Additionally, the rear setback reduction is expanded to the single family attached use, better known as townhomes, to further enable this type of housing.

A change to non-residential maximum lot coverage and maximum building coverage in the SR-C1 district is made to correct an error made in a previous code change.

Staff supports this amendment.

City of Madison

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

Master

File Number: 89916

File ID:	89916	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	Attorney's Office
				File Created Date :	09/09/2025
File Name:	Lot Area & Width Alley Attached Garages			**Final Action:**	

Title: Amending several sections of Chapter 28 to reduce minimum lot width and lot area within certain zoning districts and to reduce the rear setback for alley loaded one-story attached garages.

Notes: 6987LotAreaWidthAlleyGarage

Sponsors:	Satya V. Rhodes-Conway, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, MGR Govindarajan, John P. Guequierre, Badri Lankella, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Michael E. Verveer And Regina M. Vidaver	**Effective Date:**	
Attachments:	89916Body.pdf	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/09/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction
Notes: Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)

Text of Legislative File 89916

Fiscal Note

[Enter Fiscal Note Here]

Title

Amending several sections of Chapter 28 to reduce minimum lot width and lot area within certain zoning districts and to reduce the rear setback for alley loaded one-story attached garages.

Body

DRAFTER'S ANALYSIS: This proposed MGO change would amend several sections of Chapter 28 residential zoning districts to make more lot divisions possible by slightly reducing detailed lot size and lot width requirements for many zoning districts. Lot size requirements are

one of the biggest factors in determining how many homes can be built in an area.
It also allows for a three-foot rear setback for one-story alley-loaded attached garages in more zoning districts, as well as for attached single-family homes (often referred to as town homes) on narrow lots. Allowing a three-foot rear setback for alley-loaded attached garages for attached single-family homes allows for more flexibility in home design in more districts and adds consistency between the required rear setback for attached garages and detached garages on lots that are served by alleys.

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Please see Legistar File No. 89916 Body in Attachments.

Legistar File No. 89916 Body

DRAFTER'S ANALYSIS: This proposed MGO change would amend several sections of Chapter 28 residential zoning districts to make more lot divisions possible by slightly reducing detailed lot size and lot width requirements for many zoning districts. Lot size requirements are one of the biggest factors in determining how many homes can be built in an area.

It also allows for a three-foot rear setback for one-story alley-loaded attached garages in more zoning districts, as well as for attached single-family homes (often referred to as town homes) on narrow lots. Allowing a three-foot rear setback for alley-loaded attached garages for attached single-family homes allows for more flexibility in home design in more districts and adds consistency between the required rear setback for attached garages and detached garages on lots that are served by alleys.

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The Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.035 entitled "SR-C1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C1 District				
	Single-family detached	Two-family Two unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~8,000~~ 6,000	~~8,000~~ 6,000	~~4,000~~ 3,000/d.u.	8,000
Lot Width	~~60~~ 55	~~60~~ 55	~~30~~ 27/d.u.	60
Front Yard Setback	30	30	30	30
Side Yard Setback	6	6	6	6
Reversed Corner Side Yard Setback	15	15	15	30
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	50%	50%	50%	~~35~~ 60%
Maximum building coverage	n/a	n/a	n/a	~~n/a~~ 50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

2. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.036 entitled "SR-C2 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C2 District				
	Single-family detached	Two-family Two unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	6,000
Lot Width	50	50	25/d.u.	50
Front Yard Setback	30	30	30	30
Side Yard Setback	6	6	6	6
Reversed Corner Side Yard Setback	15	15	15	30
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	50%	50%	50%	35
Maximum building coverage	n/a	n/a	n/a	n/a

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

3. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.037 entitled "SR-C3 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-C3 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	6,000
Lot Width	50	50	25/d.u.	50
Front Yard Setback	25	25	25	25
Side Yard Setback	5	5	5	5
Reversed Corner Side Yard Setback	15	15	15	25
Rear Yard Setback	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser or 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Equal to building height but at least 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	60%	60%	60%	60%
Maximum building coverage	n/a	n/a	n/a	50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

4. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.039 entitled "SR-V1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-V1 District: Permitted Uses

	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (3-8 units)	Single-family attached, three-four unit
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000~~ 2,500/d.u.	1,500/d.u.	1,500/d.u.
Lot Width	50	50	25/d.u.	60	20 d.u.
Front Yard Setback	25	25	25	25	25
Side Yard Setback	5	5	5	6/15 total	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	60%	60%	60%	60%	90%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

SR-V1 District: Conditional and Nonresidential Uses		
	Single-family attached (5-8 units)	Nonresidential
Lot Area (sq. ft.)	1,500/d.u.	6,000
Lot Width	20/d.u.	50
Front Yard Setback	25	25
Side Yard Setback	Exterior end walls: 6	6
Reversed Corner Side Yard Setback	12	25
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	3 stories/40	40
Maximum lot coverage	90%	60%
Maximum building coverage	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

5. Subsection (2) entitled “Dimensional Requirements, Permitted and Conditional Uses” of Section 28.040 entitled “SR-V2 District” of the Madison General Ordinances is amended as follows:

“(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

SR-V2 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Single-family attached (8 units max.)	Multi-family (3-24 units max)
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	~~3,000/d.u.~~ 2,500/d.u.	1,500/d.u.	1,500/d.u.
Lot Width	50	50	25/d.u.	20/d.u.	60
Front Yard Setback	25	25	25	25	25
Side Yard Setback	5	Two-story: 5	5	Exterior end walls: 5	10
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	60%	60%	60%	90%	60%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

SR-V2 District: Conditional and Nonresidential Uses			
	Single-family attached (>8 units)	Multi-family (>24 units)	Nonresidential
Lot Area (sq. ft.)	1,500/d.u.	1,500/d.u.	6,000
Lot Width	20/d.u.	60	50
Front Yard Setback	25	25	25
Side Yard Setback	Exterior end walls: 6	10	6
Reversed Corner Side Yard Setback	12	12	25
Rear Yard	Lesser of 25% lot depth or ~~30~~ 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or ~~30~~ 25	Equal to building height but at least ~~30~~ 25

Maximum height	3 stories/40	4 stories/52	35
Maximum lot coverage	90%	60%	60%
Maximum building coverage	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

6. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.042 entitled "TR-C1 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Standards represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C1 District				
	Single-family detached	Two-family Two-unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~6,000~~ 5,000	~~6,000~~ 5,000	3,000 2,500/d.u.	6,000
Lot Width	~~50~~ 45	~~50~~ 45	~~25~~ 22/d.u.	50
Front Yard Setback	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	6	6	6	10
Reversed Corner Side Yard Setback	15	15	15	15
Rear Yard Setback	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Lesser of 30% lot depth or ~~35~~ 30 See (a) below Alley accessed: 3 See (b) below	Equal to building height but at least 35 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	50%	50%	50%	65%
Maximum building coverage	n/a	n/a	n/a	50%

(a) ~~Rear Yard Setback.~~ If the existing principal structure and any additions to it, covers twenty percent (20%) or less of the lot area, the rear yard setback may be reduced by twenty-five percent (25%).

(b) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

7. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.043 entitled "TR-C2 District" of the Madison General Ordinances is amended as follows:

(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C2 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	4,000	4,000	2,000/d.u.	4,800
Lot Width	40	40	20/d.u.	40
Front Yard Setback	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width < 50: 10% lot width	5 Lot width < 50: 10% lot width	5 Lot width < 50: 10% lot width	10
Reversed Corner Side Yard Setback	12	12	12	20
Rear Yard	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	65%	65%	65%	65%
Maximum building coverage	n/a	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

8. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.044 entitled "TR-C3 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C3 District				
	Single-family detached	Two-family Two unit	Two-family - Twin	Nonresidential
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	4,000
Lot Width	30	30	15/d.u.	40
Front Yard Setback	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5
Reversed Corner Side Yard Setback	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	15
Rear Yard	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Lesser of 20% lot depth or 20 alley-accessed: ~~2~~ 3 See (a) below	Equal to building height but at least 20
Maximum height	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	75%	75%	75%	75%
Maximum building coverage	n/a	n/a	n/a	65%

(a) ~~Rear Yard Setback.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of ~~two (2)~~ three (3) feet."

9. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.045 entitled "TR-C4 District" of the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-C4 District					
	Single-family detached	Two-family Two unit	Two-family Twin	Three-unit	Nonresidential
Lot Area (sq. ft.)	4,000	4,000	2,000/d.u.	4,000	4,800
Lot Width	40	40	20/d.u.	40	40

Front Yard Setback	20	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5
Reversed Corner Side Yard Setback	12	12	12	12	20
Rear Yard	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Lesser of 30% lot depth or 30 Alley accessed: 3 See (a) below	Equal to building height but at least 30
Maximum height	2 stories/35	2 stories/35	2 stories/35	2 stories/35	35
Maximum lot coverage	65%	65%	65%	65%	65%
Maximum building coverage	n/a	n/a	n/a	n/a	50%

(a) ~~Reserved.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

10. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.048 entitled "TR-V1 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V1 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Three-four unit	Single-family attached, three-four unit
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	~~1,500/d.u.~~ 3,000	~~1,500~~ 1,000/d.u.
Lot Width	30	30	15/d.u.	30	15 d.u.
Front Yard Setback	20	20	20	20	20

Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	70%	70%	70%	70%	90%
Reversed Corner Side Yard Setback	12	12	12	12	12

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

11. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.048 entitled "TR-V2 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V2 District: Conditional and Nonresidential Uses			
	Single-family attached (>8 units)	Multi-family (>12 units)	Nonresidential
Lot Area (sq. ft.)	~~1,500~~ 1,000/d.u.	~~1,500~~ 1,000/d.u.	6,000
Lot Width	15/d.u.	60	50
Front Yard Setback	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	Exterior end walls: 5	10	6
Reversed Corner Side Yard Setback	12	12	20

Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below	Lesser of 25% lot depth or 25	Equal to building height but at least 30
Maximum height	3 stories/40	3 stories/40	40
Maximum lot coverage	90%	70%	65%
Maximum building coverage	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-V2 District: Permitted Uses					
	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (3—12 units)	Single-family attached (8 units max.)
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	~~1,500~~ 1,000/d.u.	1,500/d.u.
Lot Width	30	30	15/d.u.	30	15/d.u.
Front Yard Setback	20	20	20	20	20
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% of lot width	5	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	Exterior end walls: 5
Reversed Corner Side Yard Setback	12	12	12	12	12
Rear Yard	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)	Lesser of 25% lot depth or 25	Lesser of 25% lot depth or 25 Alley accessed: 3 See (a) below)
Maximum height	2 stories/35	2 stories/35	2 stories/35	3 stories/40	3 stories/40
Maximum lot coverage	70%	70%	70%	70%	90%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

12. Subsection (2) entitled “Dimensional Requirements, Permitted and Conditional Uses” of Section 28.050 entitled “TR-U1 District” the Madison General Ordinances is amended as follows:

“(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-U1 District: Conditional and Nonresidential Uses			
	Single-family attached (> 8 units)	Multi-family (> 24 units)	Nonresidential
Lot Area (sq. ft.)	1,000/d.u.	750/d.u.	6,000
Lot Width	15/d.u.	50	50
Front Yard Setback	15 or avg.	15 or avg.	15 or avg.
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	5	10	5
Reversed Corner Side Yard Setback	12	12	15
Rear Yard	Lesser of ~~25~~ 20% lot depth or 20 Alley accessed: ~~2~~ 3 See (a) below	Lesser of ~~25~~ 20% lot depth or ~~25~~ 20	Equal to building height but at least 30
Maximum height	3 stories/40 See (b) below	5 stories/65 See (b) below	40
Maximum lot coverage	90%	75%	70%
Maximum building coverage	n/a	n/a	50%

TR-U1 District: Permitted Uses						
	Single-family detached	Two-family Two unit	Two-family - Twin	Three-four unit	Single-family attached (max. 8 units)	Multi-family (5—24 units)
Lot Area (sq. ft.)	3,000	3,000	1,500/d.u.	3,000	1,000/d.u.	750/d.u.
Lot Width	30	30	15/d.u.	30	15/d.u.	30
Front Yard Setback	15	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	5 Lot width <50: 10% of lot width	Exterior end walls: 5	5 Lot width <50: 10% of lot width

Reversed Corner Side Yard Setback	12	12	12	12	12	12
Rear Yard	Lesser of 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lo 20
Maximum height	2 stories/35 See (b) below	2 stories/35 See (b) below	2 stories/35 See (b) below	3 stories/40 See (b) below	3 stories/40 See (b) below	4 stories/52 ft. See (b) below
Maximum lot coverage	75%	75%	75%	75%	90%	75%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval.

13. Subsection (2) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.051 entitled "TR-U2 District" the Madison General Ordinances is amended as follows:

"(2) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-U2 District: Permitted Uses			
	Three-four unit	Single-family attached (max. 8 units)	Multi-family (5—36 units)
Lot Area (sq. ft.)	3,000	800/d.u.	350/d.u.
Lot Width	30	15/d.u.	30
Front Yard Setback	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5 Lot width <50: 10% of lot width	Exterior end walls: 5	5 Lot width <50: 10% of lot width
Reversed Corner Side Yard Setback	12	12	12

Rear Yard	Lesser of ~~25~~ 20% lot depth or 20	Lesser of ~~25~~ 20% lot depth or 20	Lesser of ~~25~~ 20% lot depth or 20
Maximum Height	3 stories/40 See (b) below	3 stories/40 See (b) below Alley accessed: 3 See (a) below	4 stories/52 See (b) below
Maximum lot coverage	75%	90%	75%

TR-U2 District: Conditional and Nonresidential Uses						
	Single-family attached (>8 units)	Single-family detached	Two-family Two unit	Two-family - Twin	Multi-family (>36 units)	Nonresidential
Lot Area (sq. ft.)	800/d.u.	3,000	3,000	1,500/d.u.	350/d.u.	6,000
Lot Width	15/d.u.	30	30	15/d.u.	50	50
Front Yard Setback	15	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	n/a
Side Yard Setback	Exterior end walls: 5	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	5 Lot width <50: 10% lot width	10	5
Reversed Corner Side Yard Setback	12	12	12	12	12	15
Rear Yard	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20 Alley accessed: 3 See (a) below	Lesser of ~~25%~~ 20% lot depth or 20	Equal to building height but at least 30
Maximum height	3 stories/40 See (b) below	3 stories/40 See (b) below	2 stories/35 See (b) below	2 stories/35 See (b) below	6 stories/78 See (b) below	40
Maximum lot coverage	90%	75%	75%	75%	80%	75%
Maximum building coverage	n/a	n/a	n/a	n/a	n/a	50%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval."

14. Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.052 entitled "Traditional Residential - Rustic (TR-R) District" the Madison General Ordinances is amended as follows:

"(3) Dimensional Requirements, Permitted and Conditional Uses.

Requirements represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-R District: Permitted and Conditional Uses				
	Single-family detached	Two-family Two-unit	Two-family Twin	Nonresidential
Lot Area (sq. ft.)	~~0.6 acres (26,136 sq. ft.)~~ 10,000	~~0.6 acres (26,136 sq. ft.)~~ 10,000	~~13,086 sq. ft.~~ 5,000/d.u.	~~0.6 acres (26,136 sq. ft.)~~ 10,000
Lot Width	65	65	32/d.u.	65
Front Yard Setback	50	50	50	50
Side Yard Setback	30	30	30	30
Reversed Corner Side Yard Setback	30	30	30	30
Rear Yard	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below	40 Alley accessed: 3 See (a) below
Maximum height	3 stories/40	3 stories/40	3 stories/40	40
Maximum lot coverage	~~15%~~ 40%	~~15%~~ 40%	~~15%~~ 40%	~~15%~~ 40%
~~Maximum size accessory building~~	~~800 sq. ft. See (a) below~~	~~800 sq. ft. See (a) below~~	~~800 sq. ft. See (a) below~~	~~as determined by conditional use~~

(a) ~~Detached Garage Replacement. New detached garages are not permitted. Detached garages existing as of January 1, 1989 may be replaced with a structure no larger than 800 square feet or the size of the principal building, whichever is less.~~ Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet."

15. Subsection (4) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.053 entitled "Traditional Residential - Planned (TR-P) District" the Madison General Ordinances is amended as follows:

"(4) Dimensional Requirements, Permitted and Conditional Uses.

Standards represent minimums unless otherwise noted. Dimensions are in feet unless otherwise noted.

TR-P District: Permitted Uses					
	Single-family detached	Single-family attached	Two-family Two unit	Two-family - Twin	Multi-family, except residential building complex
Lot Area (sq. ft.)	2,900	2,000/d.u.	2,900	1,800/d.u.	600/d.u. + 300 per bedroom >2
Lot Width	30	~~20~~ 15	30	15/d.u.	50
Front Yard Setback	15	15	15	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	5	Exterior end walls: 6	5	5	10
Reversed Corner Side Yard Setback	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	8 (10 for garage)	12 (10 for garage
Rear Yard	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	20 Alley accessed: 3 See (a) below	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below	Street-accessed: 20 Alley-accessed: ~~2~~ 3 See (a) below
Maximum height	3 stories/35	3 stories/40	3 stories/35	3 stories/35	4 stories/52 See (a) below
Maximum lot coverage	75%	90%	75%	75%	75%

~~(b) Heights exceeding the maximum may be allowed with conditional use approval.~~

TR-P District: Conditional and Nonresidential Uses		
	Residential building complex	Nonresidential
Lot Area (sq. ft.)	600/d.u. + 300 per bedroom >2	5,000
Lot Width	50	50
Front Yard Setback	15	15
Maximum Front Yard Setback	30 ft. or up to 20% greater than block average	30 ft. or up to 20% greater than block average
Side Yard Setback	10	5
Reversed Corner Side Yard Setback	12 (10 for garage)	15
Rear Yard	Street-accessed: 20 Alley-accessed: ~~2~~ 3	equal to building height but at least 20

	See (a) below	
Maximum height	4 stories/52 See (b) below	3 stories/40
Maximum lot coverage	75%	70%

(a) Only a one-story, alley-accessed attached garage projection for garage purposes may have a minimum rear yard setback of three (3) feet.

(b) Heights exceeding the maximum may be allowed with conditional use approval."

City of Madison

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

Master

File Number: 89917

File ID:	89917	**File Type:**	Ordinance	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	09/09/2025
File Name:	Step Down Adjacent to Residential Districts			**Final Action:**	

Title: Amending various sections of Chapter 28 to update the existing step down rules for larger buildings when adjacent to a residential district.

Notes: 6988HeightTransition

Sponsors:	Satya V. Rhodes-Conway, John W. Duncan, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Sabrina V. Madison, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Michael E. Verveer And Regina M. Vidaver	**Effective Date:**	
Attachments:	89917Body.pdf, 2025-9-25-Staff Presentation to HPC.pdf, Zoning Text Memo 10-6-25 Height Transition.pdf	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/09/2025	Referred for Introduction				
	Action Text: This Ordinance was Referred for Introduction						
	Notes: Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred for Public Hearing	PLAN COMMISSION			Pass
	Action Text: A motion was made to Referred for Public Hearing to the PLAN COMMISSION. The motion passed by voice vote/other.						
	Notes: Additional referral to Housing Policy Committee						
1	PLAN COMMISSION	09/16/2025	Refer	HOUSING POLICY COMMITTEE		09/25/2025	
	Action Text: This Ordinance was Refer to the HOUSING POLICY COMMITTEE						
1	HOUSING POLICY COMMITTEE	09/25/2025	Return to Lead with the Recommendation for Approval	PLAN COMMISSION	10/06/2025		Pass

Action Text: A motion was made by Matthews, seconded by Tarby, to return the zoning text amendment to the Plan Commission with a recommendation for approval. The motion passed by voice vote/other.

Text of Legislative File 89917

Fiscal Note

No City appropriation required.

Title

Amending various sections of Chapter 28 to update the existing step down rules for larger buildings when adjacent to a residential district.

Body

DRAFTER'S ANALYSIS: This proposed set of Chapter 28 changes would update existing rules that require upper stories of larger multi-family buildings to step down when adjacent to a residential district. This helps create a buffer, or more gradual transition from a zoning district with lower heights to one with higher heights. These changes align the height of required step downs with the maximum allowed building height in the adjacent residential district.
This proposal would change the text under the Rear or Side Yard Height Transition to Residential Districts section from "two (2) stories/twenty-five (25) feet" to "the maximum height in feet allowed in the abutting district as a permitted use" for the following commercial or mixed-use zones: Neighborhood Mixed-Use (NMX), Traditional Shopping Street (TSS), Mixed Use Center (MXC), Commercial Corridor - Transitional (CCT), Commercial Center (CC), Regional Mixed-Use (RMX), Traditional Employment (TE), Suburban Employment (SE), Industrial - Limited (IL), and Industrial - General (IG).

****

Please see Legistar File No. 89917 Body in Attachments.

DRAFTER'S ANALYSIS: This proposed set of Chapter 28 changes would update existing rules that require upper stories of larger multi-family buildings to step down when adjacent to a residential district. This helps create a buffer, or more gradual transition from a zoning district with lower heights to one with higher heights. These changes align the height of required step downs with the maximum allowed building height in the adjacent residential district.

This proposal would change the text under the Rear or Side Yard Height Transition to Residential Districts section from "two (2) stories/twenty-five (25) feet" to "the maximum height in feet allowed in the abutting district as a permitted use" for the following commercial or mixed-use zones: Neighborhood Mixed-Use (NMX), Traditional Shopping Street (TSS), Mixed Use Center (MXC), Commercial Corridor – Transitional (CCT), Commercial Center (CC), Regional Mixed-Use (RMX), Traditional Employment (TE), Suburban Employment (SE), Industrial – Limited (IL), and Industrial – General (IG).

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision (d) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (3) entitled "Dimensional Requirements" of Section 28.064 entitled "Neighborhood Mixed-Use District" of the Madison General Ordinances is amended as follows:

"(d) Rear or Side Yard Height Transition to Residential Districts. Where the NMX District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away from the property line, (a 45º angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

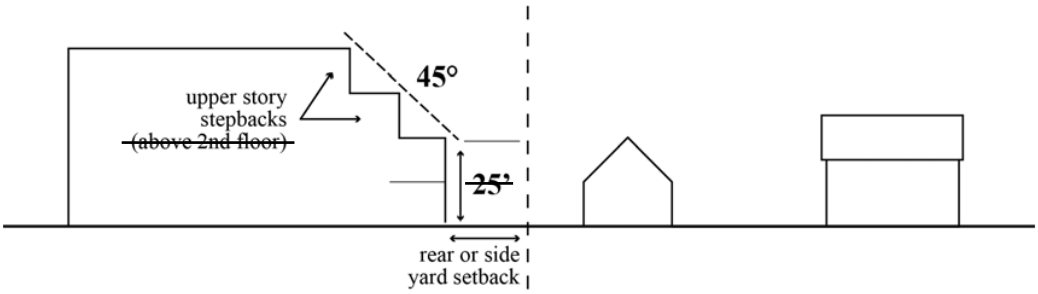


Figure D12: Rear or Side Yard Height Transition"

2. Subdivision (b) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (3) entitled "Dimensional Requirements" of Section 28.065 entitled "Traditional Shopping Street (TSS) District" of the Madison General Ordinances is amended as follows:

"(b) Rear or Side Yard Height Transition to Residential Districts. Where the TSS District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one

foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

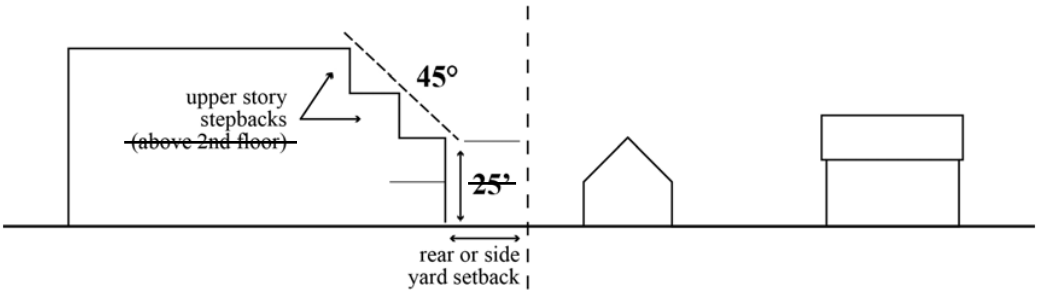


Figure D12: Rear or Side Yard Height Transition"

3. Subdivision (b) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (5) entitled "Dimensional Requirements" of Section 28.066 entitled "Mixed Use Center (MXC) District" of the Madison General Ordinances is amended as follows:

"(b) Rear or Side Yard Height Transition to Residential Districts. Where the MXC District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away from the property line (a 45° angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

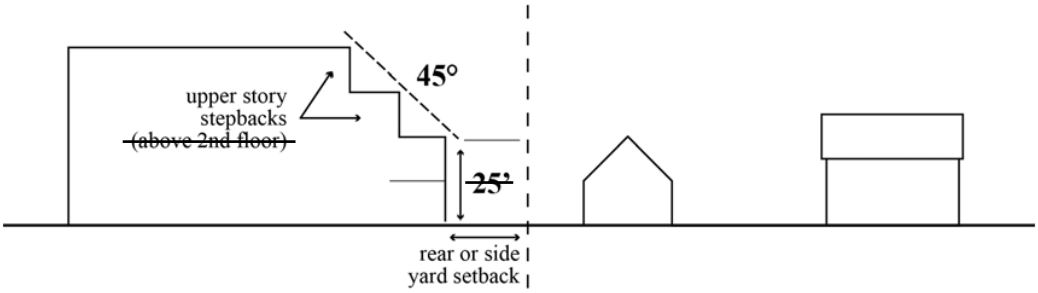


Figure D12: Rear or Side Yard Height Transition"

4. Subdivision (c) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (3) entitled "Dimensional Requirements" of Section 28.067 entitled "Commercial Corridor - Transitional District" of the Madison General Ordinances is amended as follows:

"(c) Rear or Side Yard Height Transition to Residential Districts. Where the CCT District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one

foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

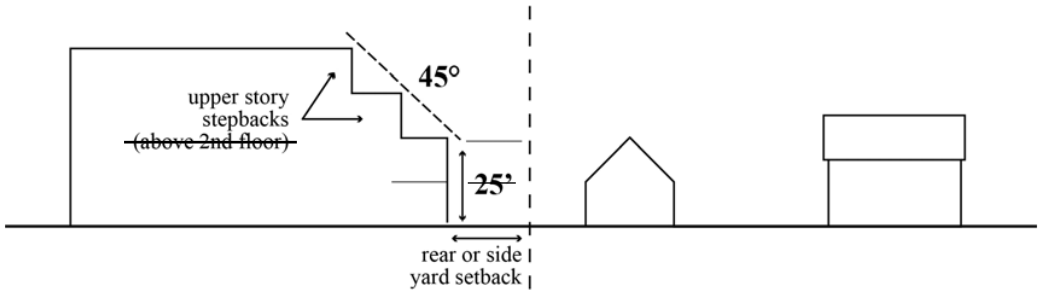


Figure D12: Rear or Side Yard Height Transition"

5. Subdivision (c) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (3) entitled "Dimensional Requirements" of Section 28.068 entitled "Commercial Center District" of the Madison General Ordinances is amended as follows:

"(c) Rear or Side Yard Height Transition to Residential Districts. Where the CC District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

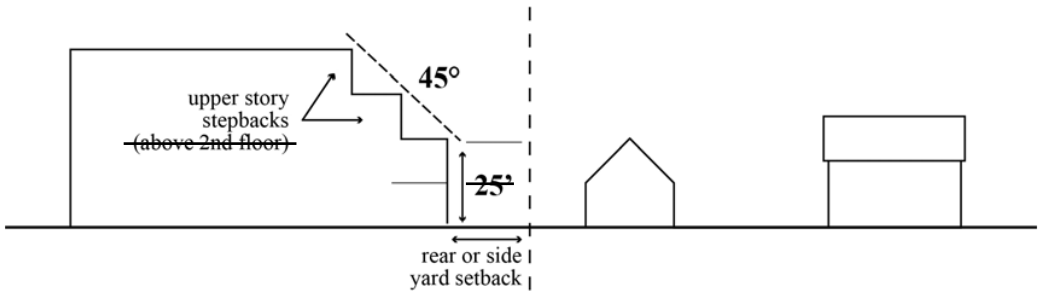


Figure D12: Rear or Side Yard Height Transition"

6. Subdivision (b) entitled "Rear or Side Yard Height Transition to Residential Districts" of Subsection (3) entitled "Dimensional Requirements" of Section 28.069 entitled "Regional Mixed-Use (RMX) District" of the Madison General Ordinances is amended as follows:

"(b) Rear or Side Yard Height Transition to Residential Districts. Where the RMX District abuts a residential district at the rear or side lot line, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one

foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. Transitions exceeding this height and/or ratio limitation require conditional use approval. (See Figure D12)

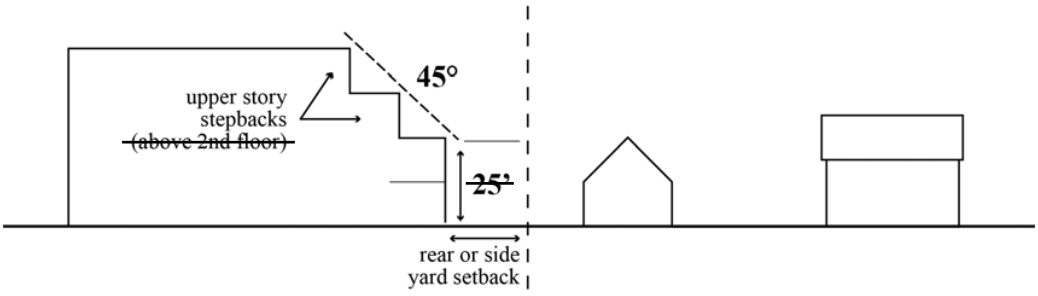


Figure D12: Rear or Side Yard Height Transition"

7. Subdivision (b) entitled "Rear or Side Yard Height Transition to Adjacent Residential Districts" of Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.084 entitled "Traditional Employment District" of the Madison General Ordinances is amended as follows:

"(b) Rear or Side Yard Height Transition to Adjacent Residential Districts. Where the TE District abuts a residential district, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. (See Figure D12)

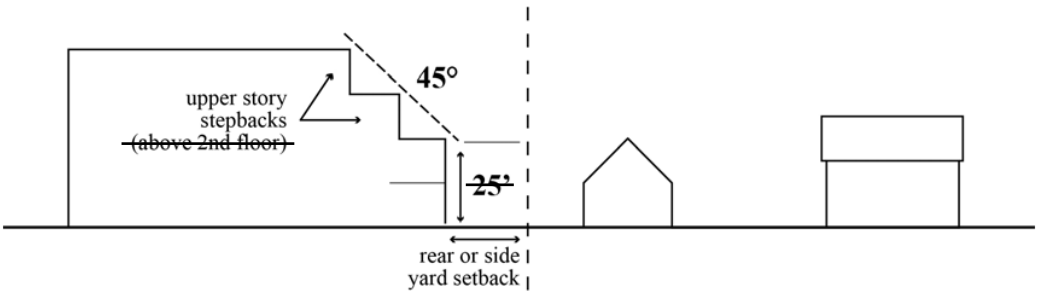


Figure D12: Rear or Side Yard Height Transition"

8. Subdivision (c) entitled "Rear or Side Yard Height Transition to Adjacent Residential Districts" of Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.085 entitled "Suburban Employment District" of the Madison General Ordinances is amended as follows:

"(c) Rear or Side Yard Height Transition to Adjacent Residential Districts. Where the SE District abuts a residential district, building height at the rear or side yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal

distance away from the property line, (a 45° angle) up to the maximum allowed height. (See Figure D12)

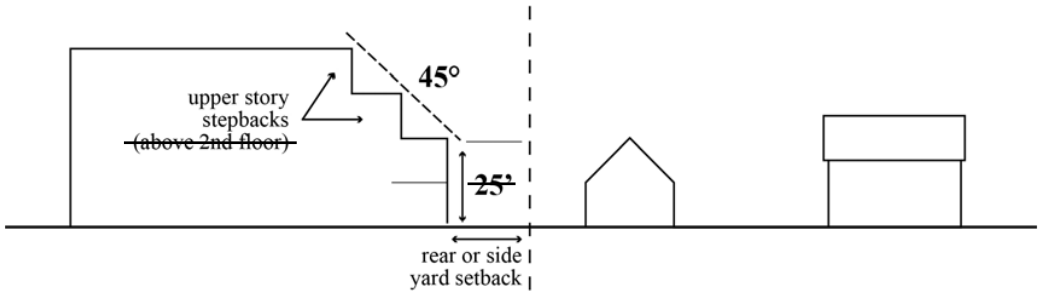


Figure D12: Rear or Side Yard Height Transition"

9. Subdivision (b) entitled "Rear or Side Yard Height Transition to Adjacent Residential Districts" of Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.088 entitled "Industrial - Limited District" of the Madison General Ordinances is amended as follows:

"(b) Rear or Side Yard Height Transition to Adjacent Residential Districts. Where the IL District abuts a residential district, building height at the rear yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away from the property line, (a 45° angle) up to the maximum allowed height. (See Figure D12)

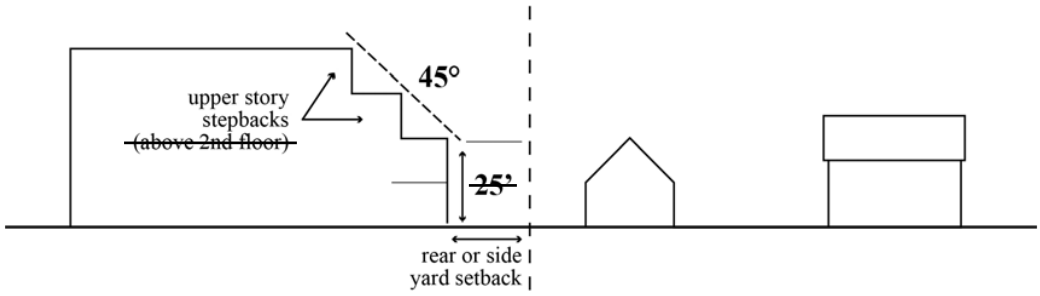


Figure D12: Rear or Side Yard Height Transition"

10. Subdivision (a) entitled "Rear or Side Yard Height Transition to Adjacent Residential Districts" of Subsection (3) entitled "Dimensional Requirements, Permitted and Conditional Uses" of Section 28.089 entitled "Industrial - General District" of the Madison General Ordinances is amended as follows:

"(a) Rear or Side Yard Height Transition to Adjacent Residential Districts. Where the IG District abuts a residential district, building height at the rear yard setback line shall not exceed ~~two (2) stories/twenty-five (25) feet~~ the maximum height in feet allowed in the abutting district as a permitted use. From this point, building height may increase at a ratio of one foot of rise to one foot of horizontal distance away

from the property line, (a 45° angle) up to the maximum allowed height. (See Figure D12)

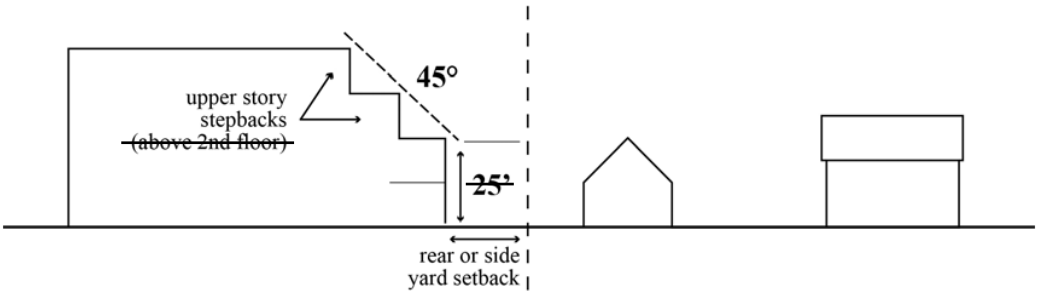


Figure D12: Rear or Side Yard Height Transition"

HOUSING FORWARD

OVERVIEW OF SEPT 2025 PROPOSED ORDINANCES

Jacob Moskowitz, Assistant Zoning Administrator

Housing Policy Committee Meeting, September 25, 2025



Meeting housing needs for all in a growing city

Housing FORWARD

#1 Increase Housing Choice

- Look for ways to make lot division and subdivision processes simpler to create more new lots for homes

Leg ID 89916

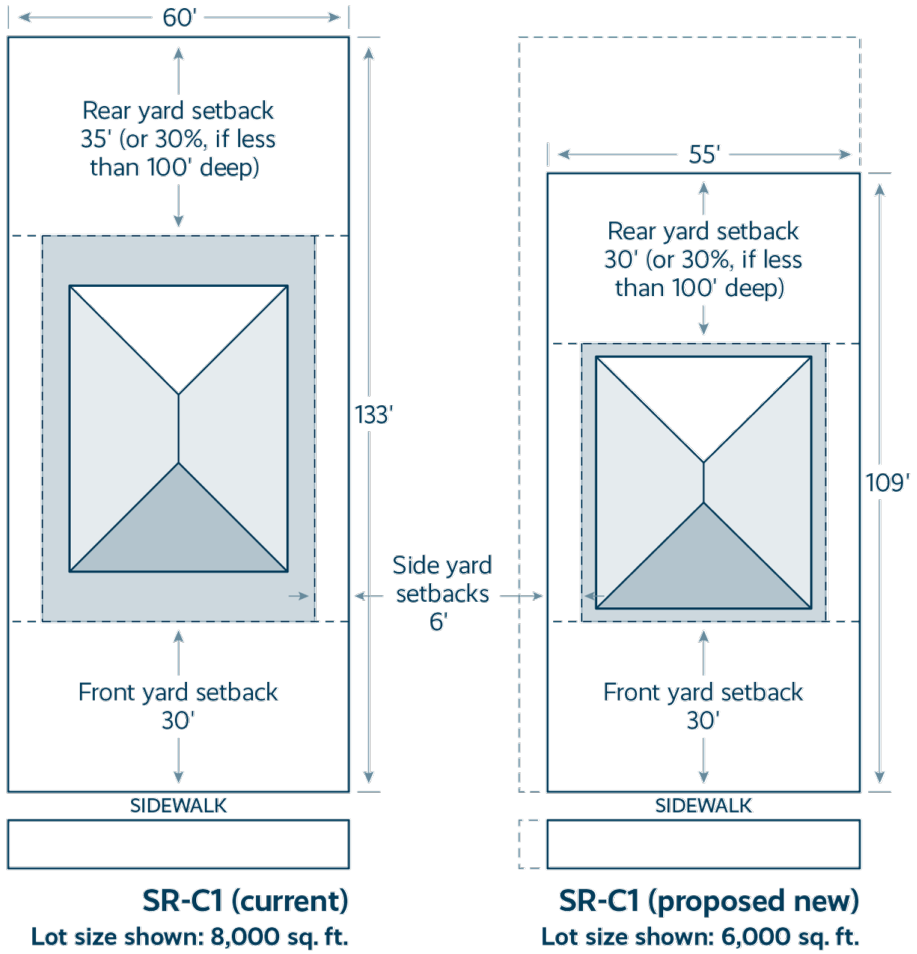
- Continue to simplify zoning standards for infill housing

Leg ID 89917

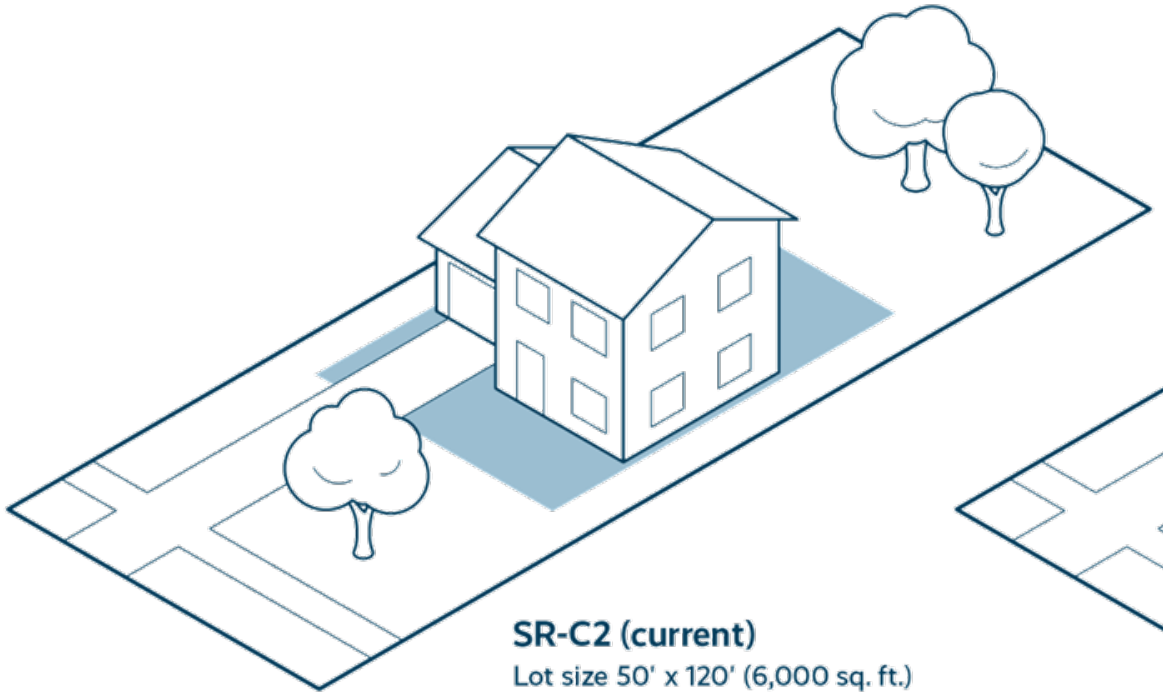
- Pursue more code and process changes to support small-scale "missing middle" housing,

Leg ID 89918

Adjust lot area, lot width, & alley attached garage rear setback minimums



- Small adjustments across the city to decrease the amount of land area required for new homes
- Over time, can support gentle infill when owners decide to divide their properties

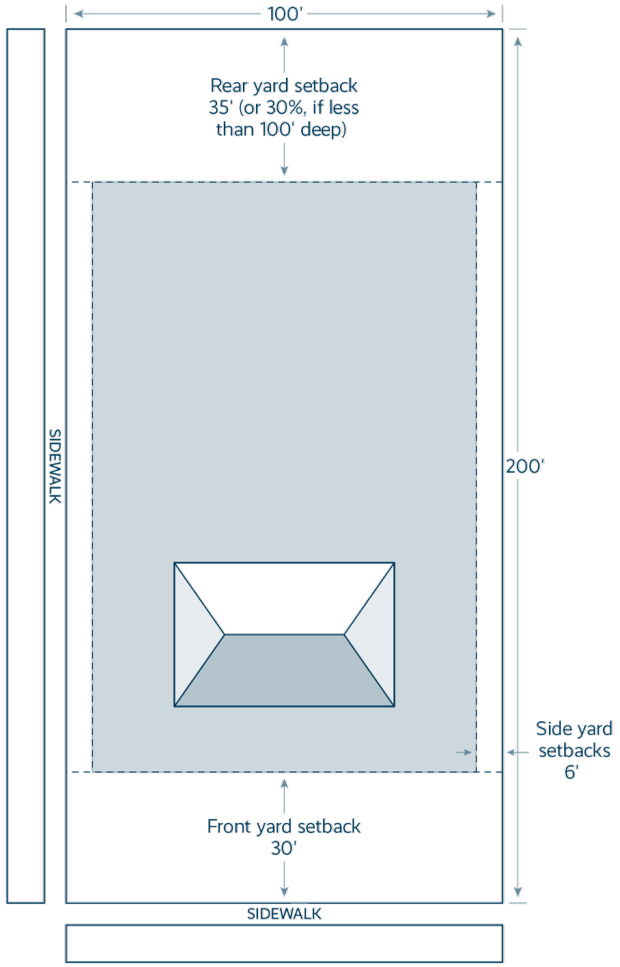


SR-C2 (current)
Lot size 50' x 120' (6,000 sq. ft.)
Front yard setback 30'
Rear yard setback 35'
Side yard setbacks 6'

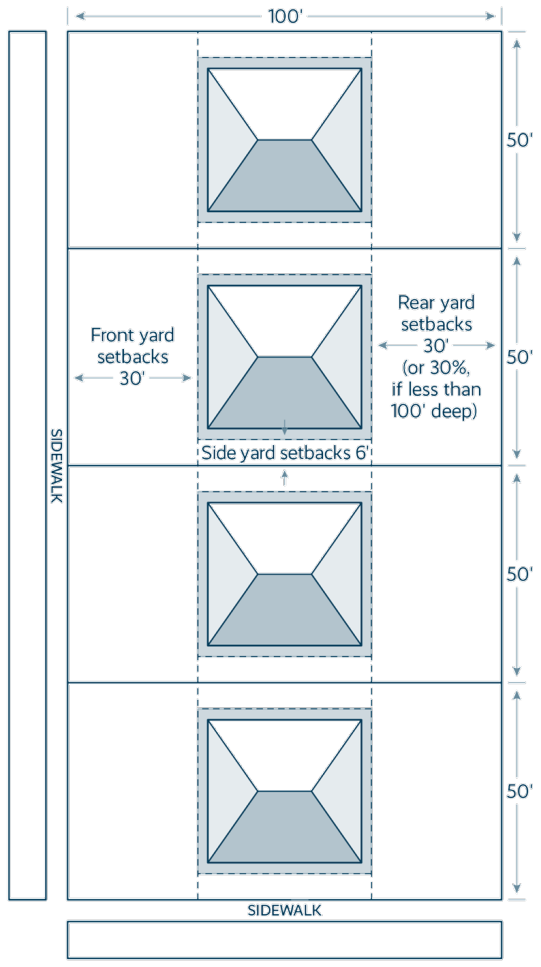


SR-C2 (proposed new)
Lot size 50' x 100' (5,000 sq. ft.)
Front yard setback 30'
Rear yard setback 30'
Side yard setbacks 6'

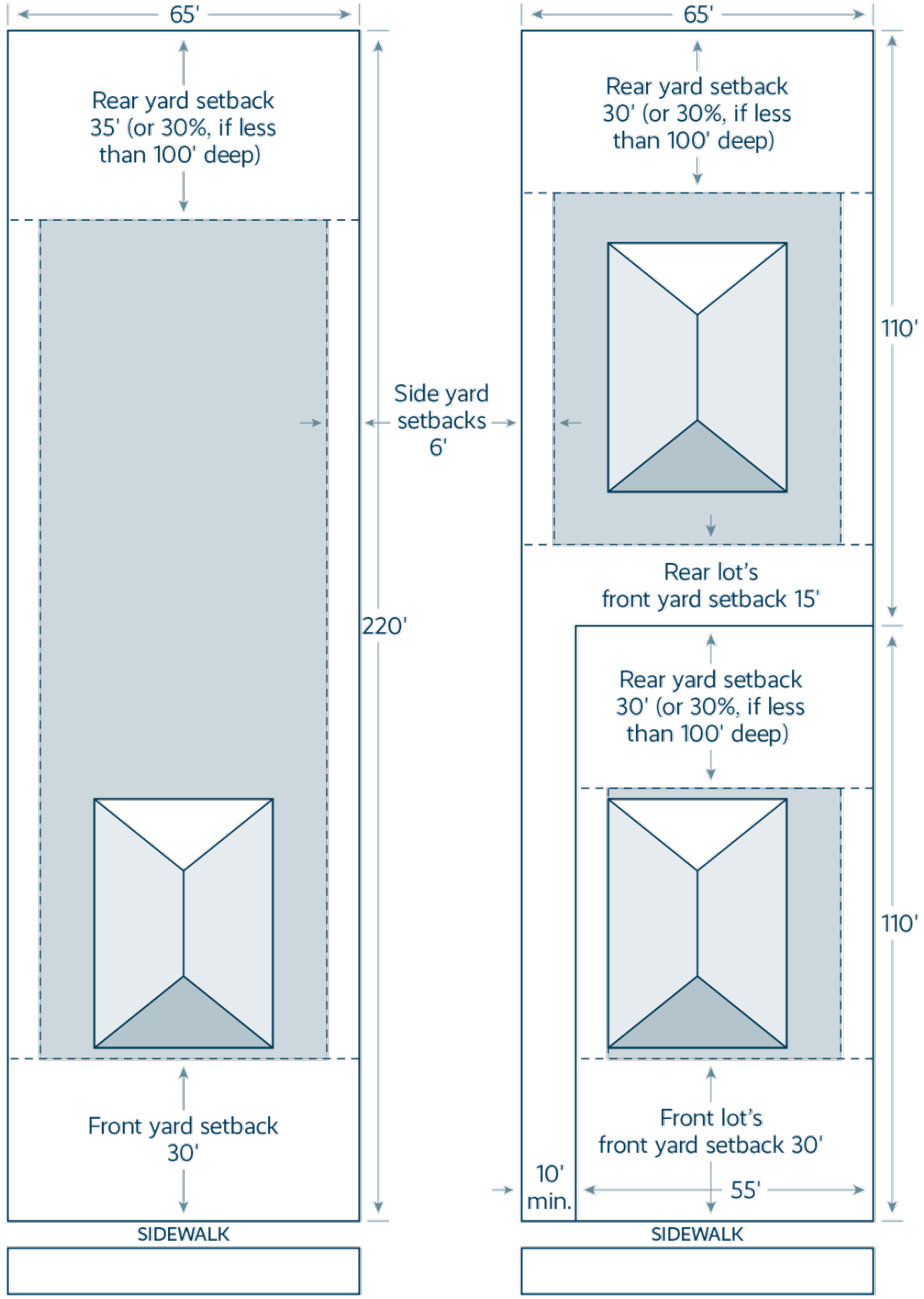
Adjust lot area, lot width, & alley attached garage rear setback minimums



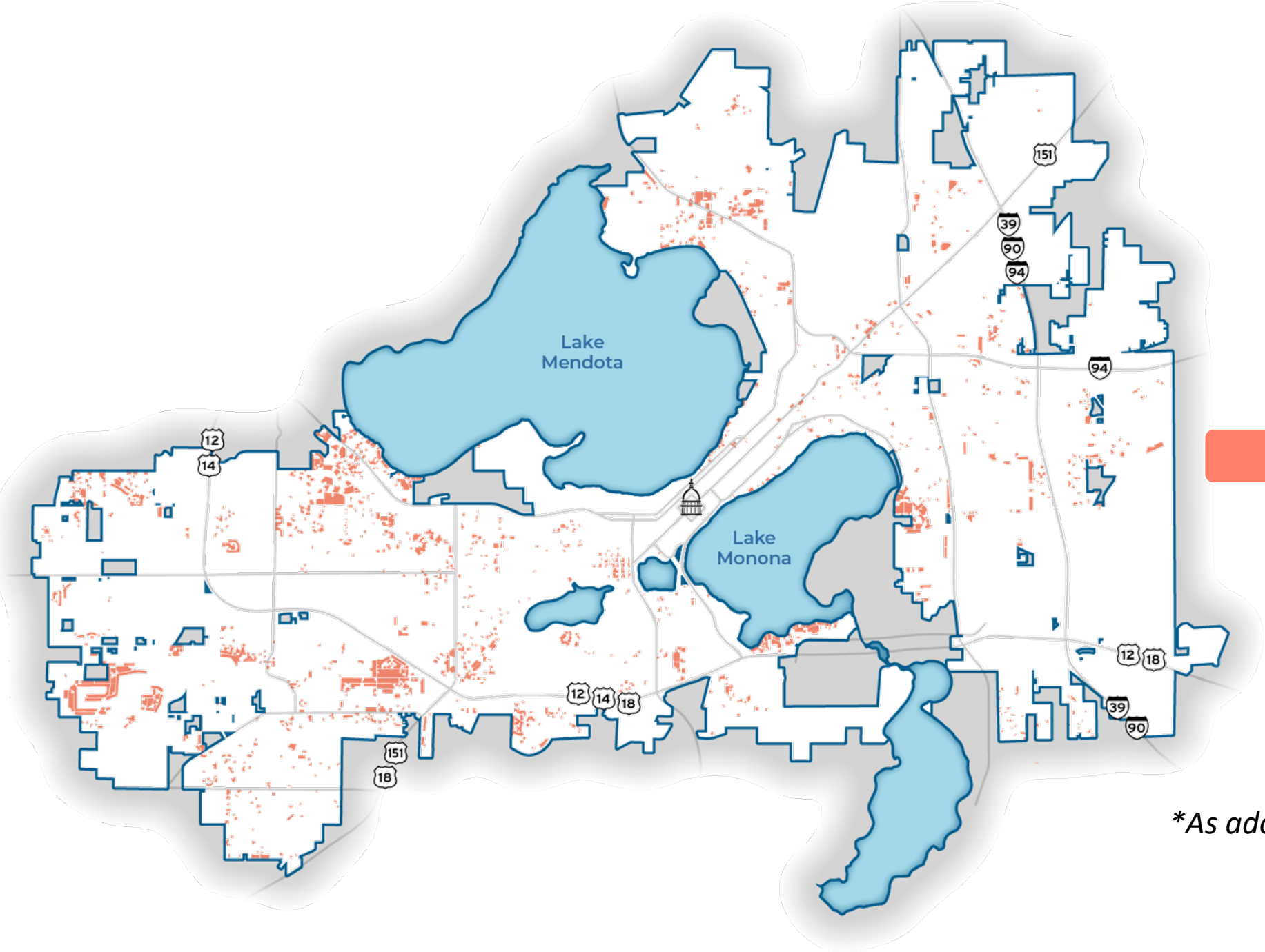
SR-C2 (20,000 sq. ft. corner lot)



SR-C2 (corner lot subdivided)

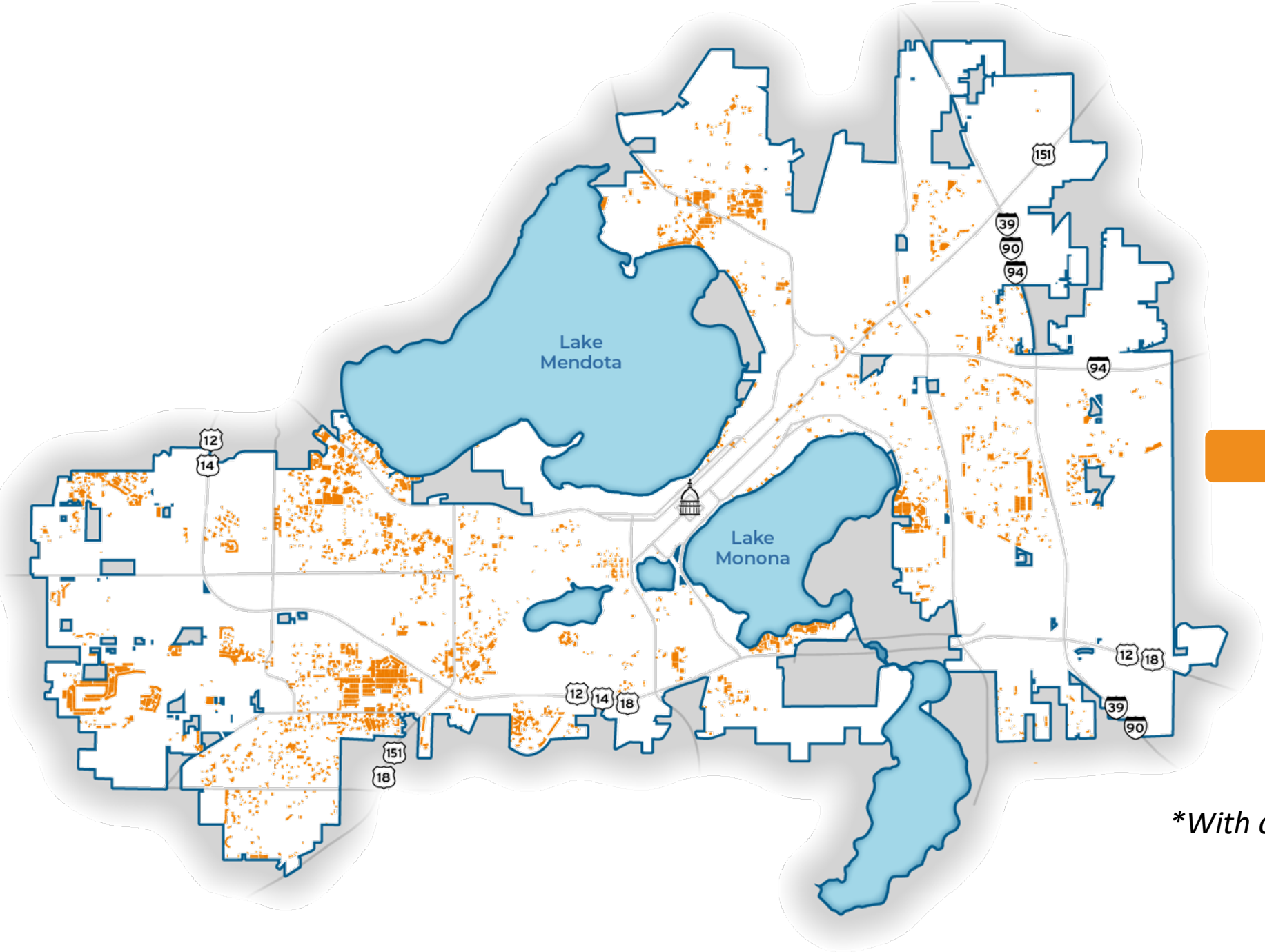


SR-C1 deep residential lot **SR-C1 backyard lot**



Lots meet basic size requirements* for “backyard lot” creation

**As adopted in July 2025*



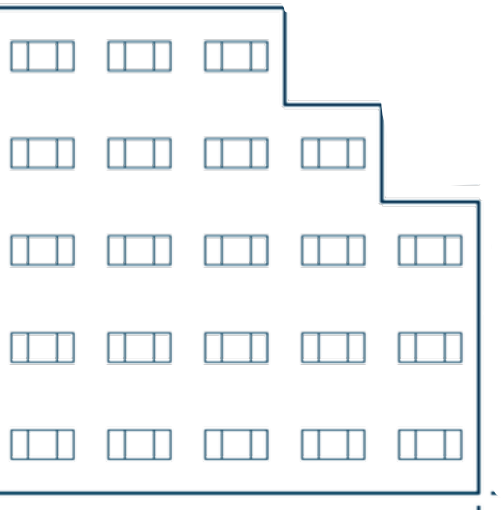
Lots meet basic size requirements under proposal* for "backyard lot" creation

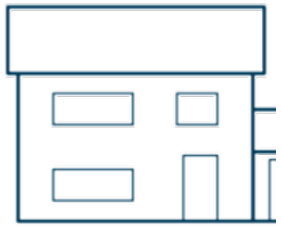
**With changes as introduced*





Increase maximum allowed heights in height transition areas





- Commercial corridors across the city support infill redevelopment at all scales
- “Step-down” requirements for buildings next to residential zoning districts are important, but also limiting
- The proposed change would allow height to equal the *maximum height* in the adjacent residential district



311



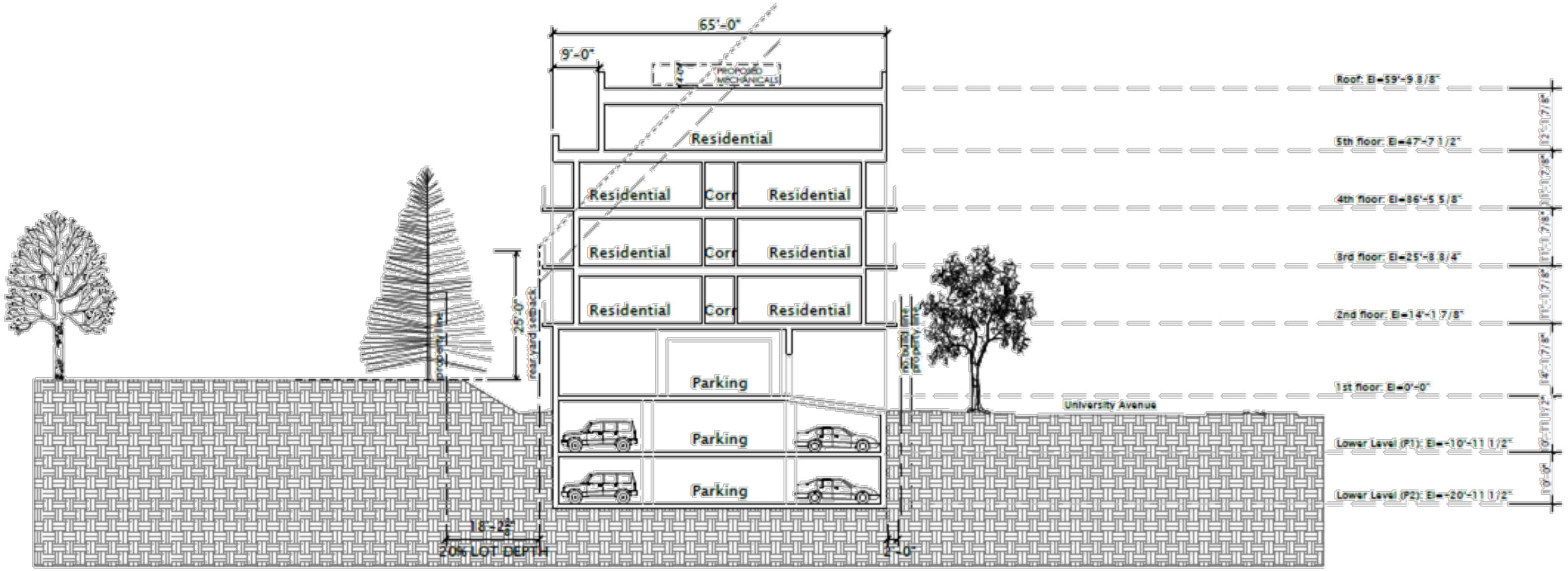


Increase maximum allowed heights in height transition areas

Current Requirement

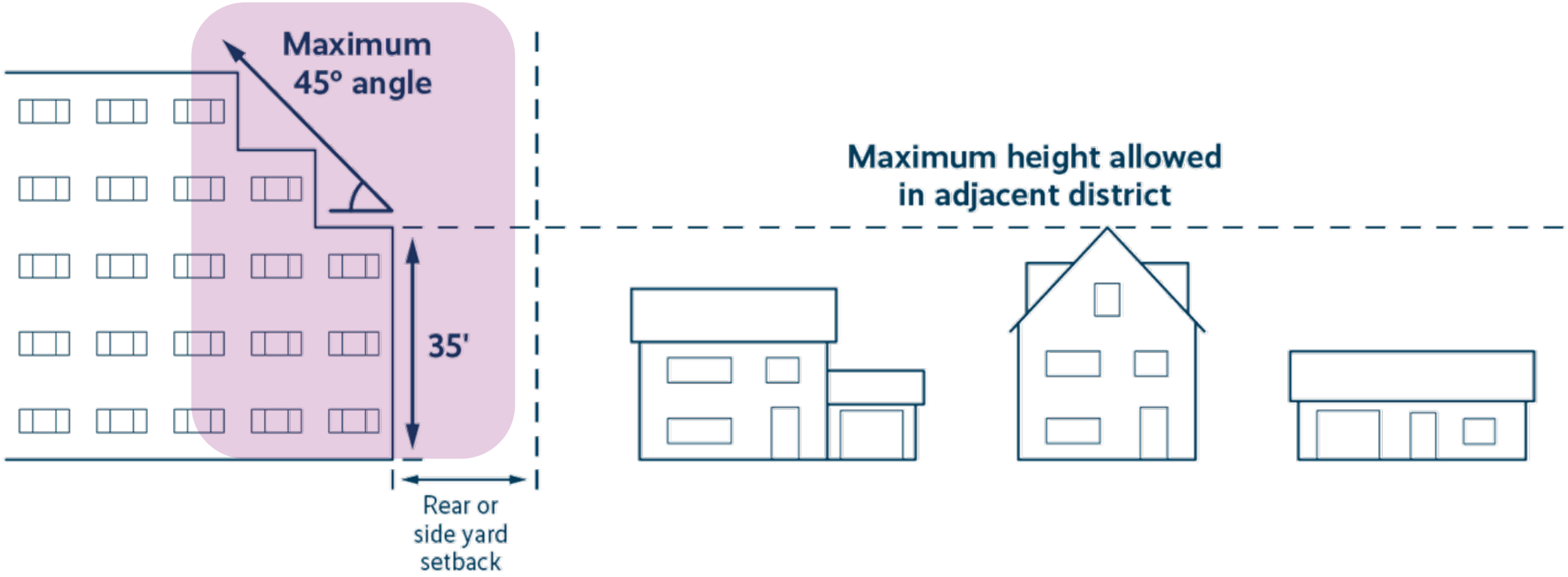


Current Requirement can be modified through conditional use approval



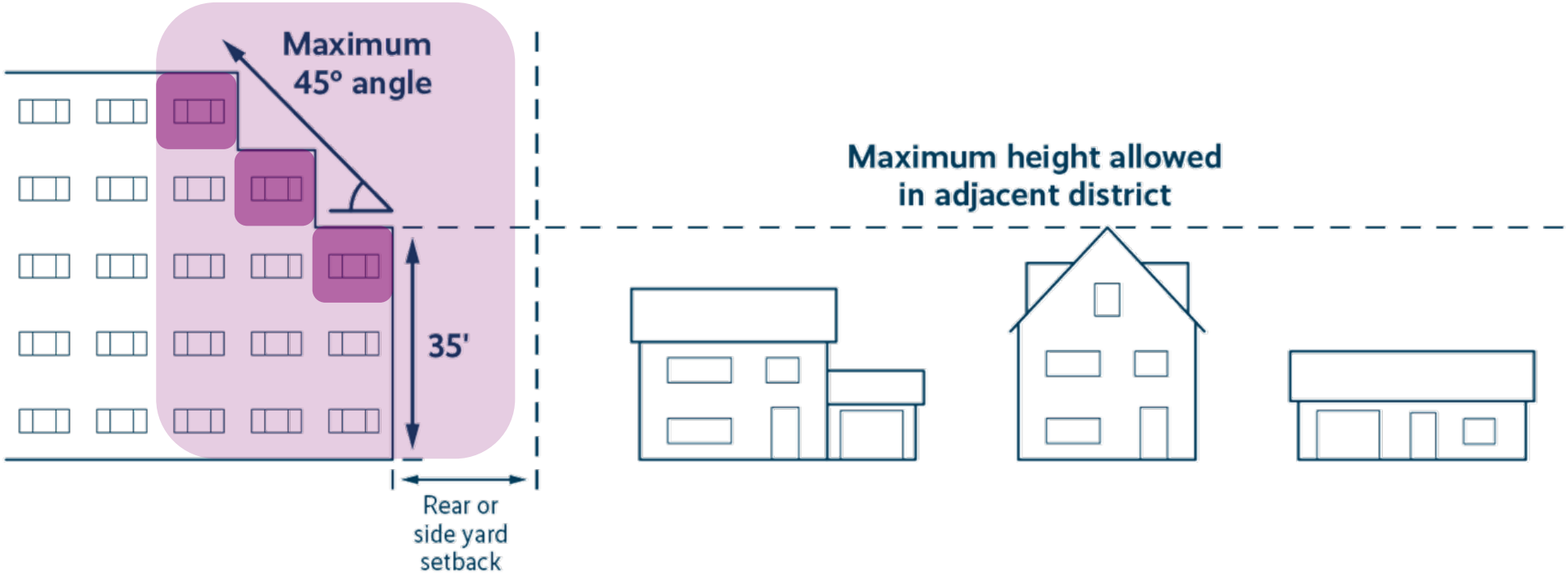
Increase maximum allowed heights in height transition areas

Proposed Change



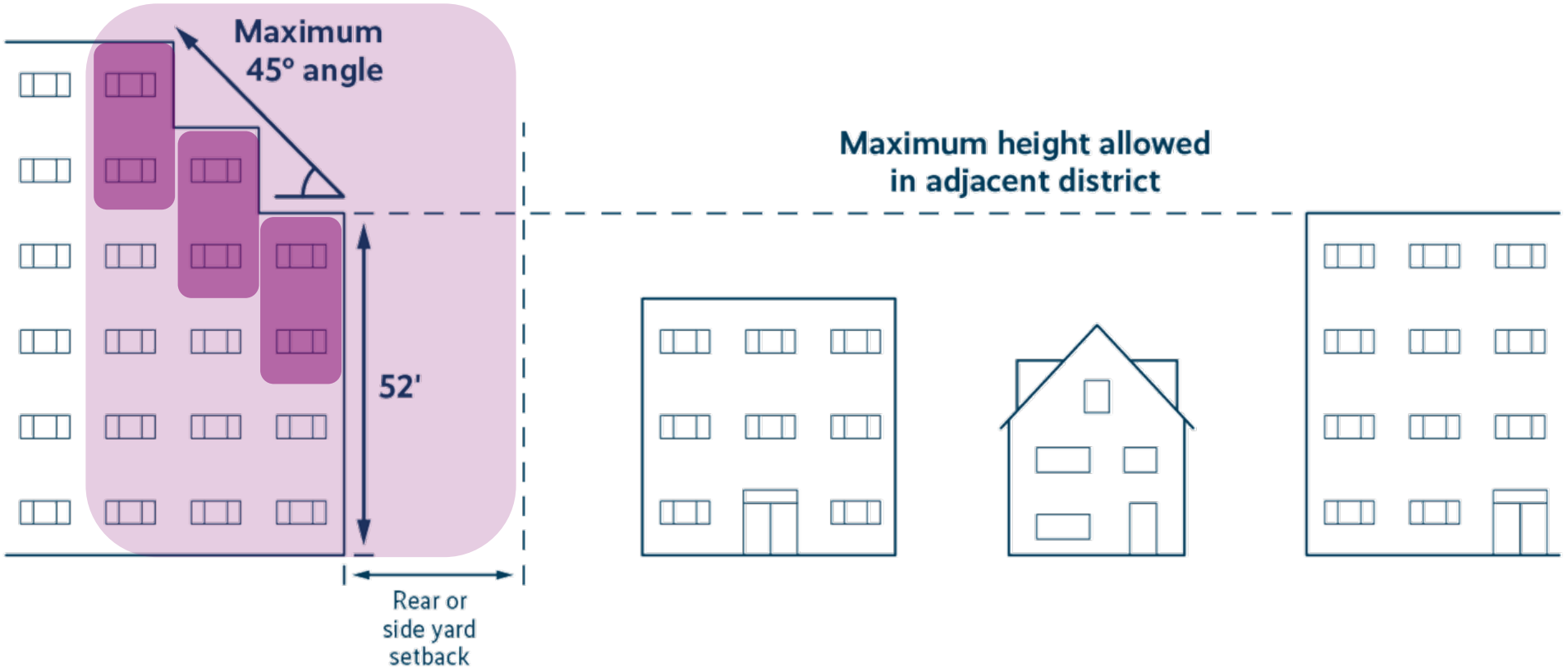
Increase maximum allowed heights in height transition areas

Proposed Change – when adjacent to residential district with 35’ max height

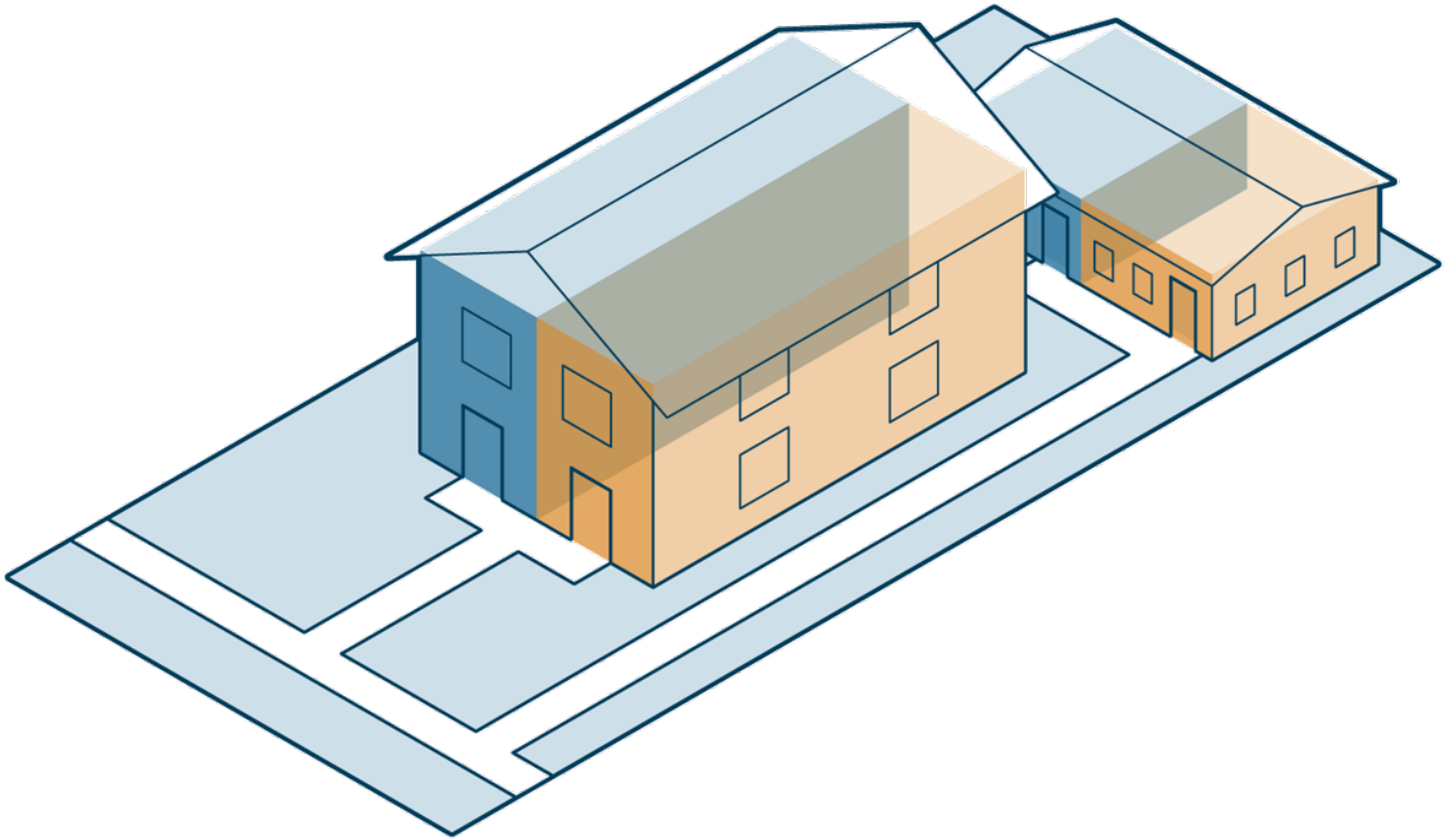


Increase maximum allowed heights in height transition areas

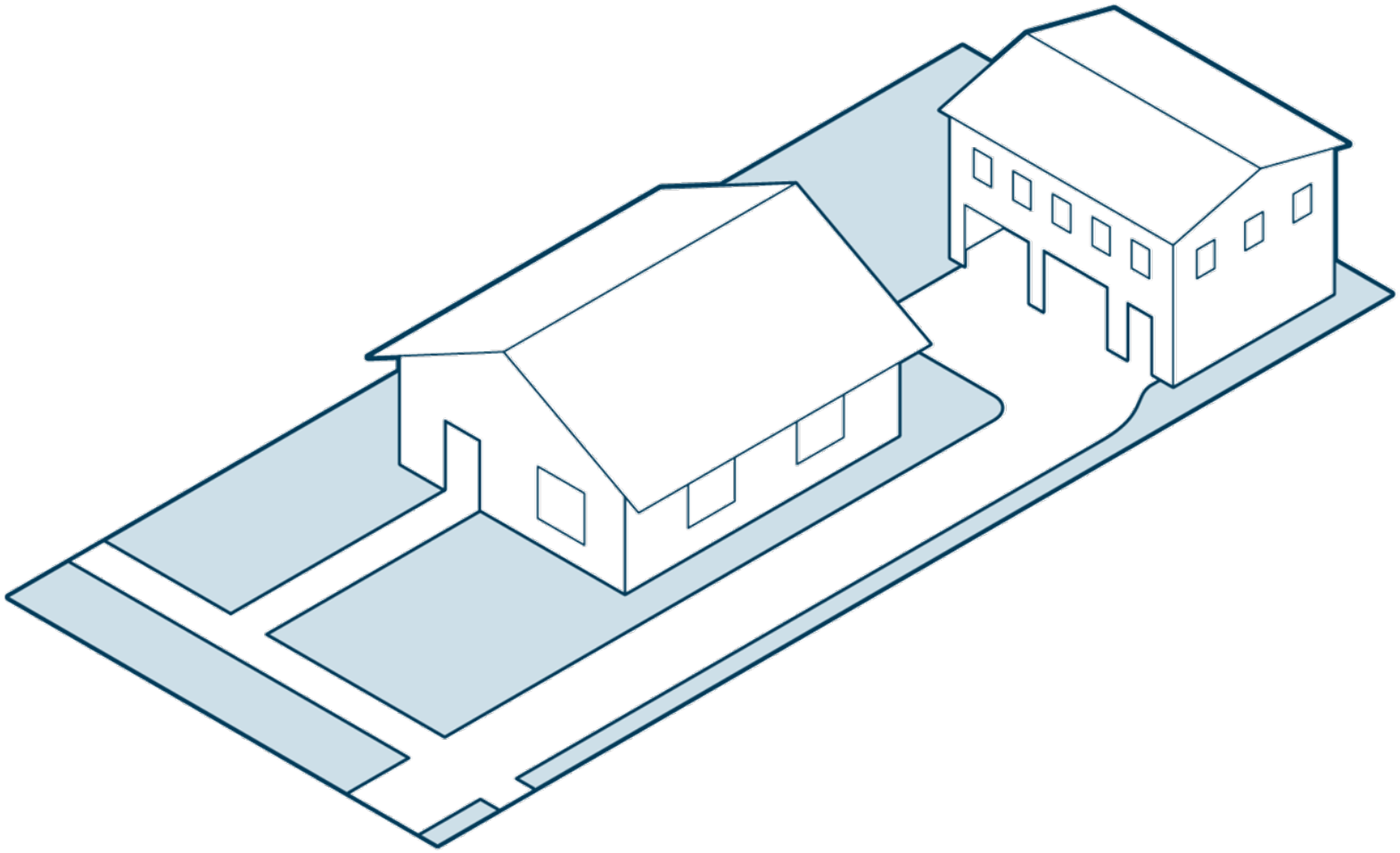
Proposed Change – when adjacent to residential district with 52’ max height



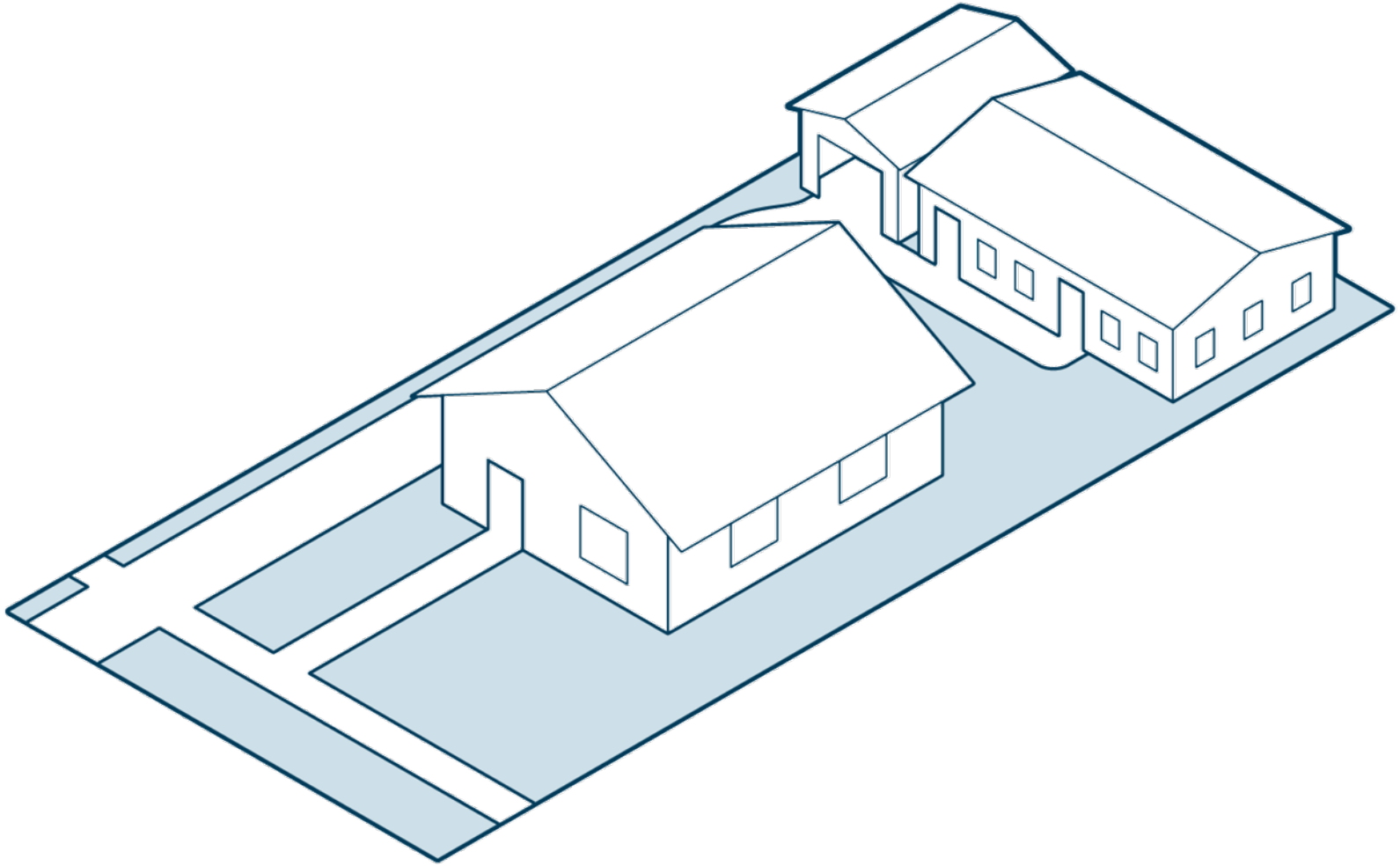
Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Next Steps

Housing Policy Committee
Thursday, September 25, 4:30 pm
(Virtual - Zoom)

Community Information Meeting
Tuesday, September 30, 5:00 pm
(Virtual – Zoom)

Plan Commission
Monday, October 6, 5:30 pm
(Virtual – Zoom)

Common Council
Tuesday, October 28, 6:30 pm
(Hybrid – City County Building Rm 201 or Zoom)

Questions & Discussion

Housing Policy Committee Meeting, September 25, 2025

PLANNING DIVISION STAFF REPORT

October 6, 2025

PREPARED FOR THE PLAN COMMISSION

Proposal: **Zoning Text Amendment**

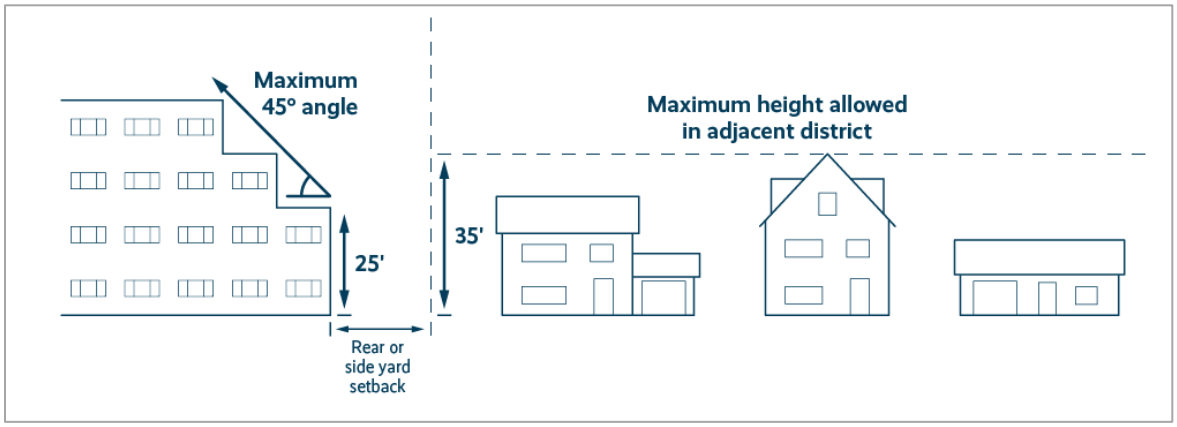
Legistar File ID #: 89917 (Step Down Adjacent to Residential Districts)

Prepared By: Zoning and Planning Staff

89917 – This code change modifies required rear or side yard height transitions in Employment, Mixed-Use and Commercial Districts adjacent to Residential Districts.

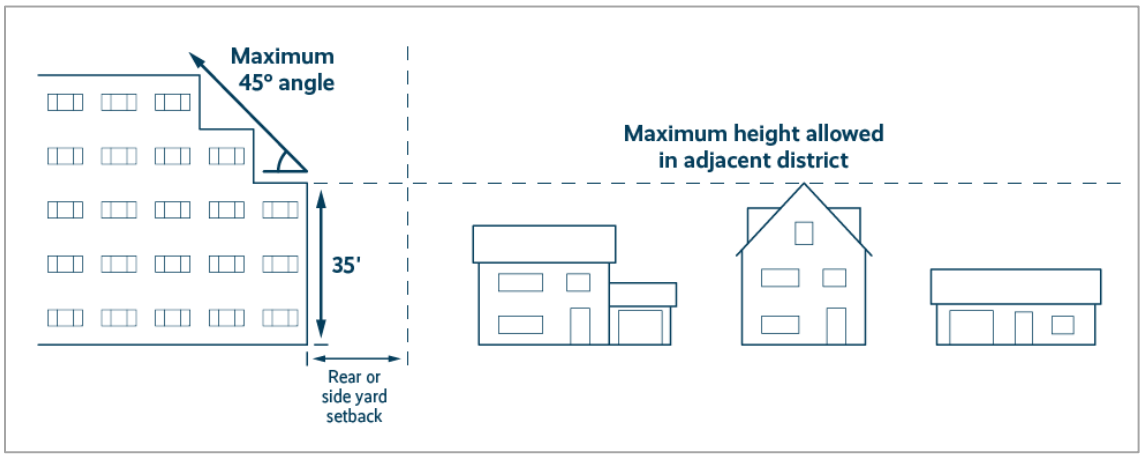
The zoning code currently requires upper stories to be stepped back at a 45-degree angle starting from a point 2 stories/25 feet above grade at the side and/or rear setback line. However, height limits in adjacent residential districts vary from 35 feet in lower-intensity residential zoning districts to 68 feet in the highest-intensity residential zoning districts. This code change would synchronize the height transition requirements with the maximum height in feet allowed as a permitted use on the adjacent residentially zoned property.

The graphic below shows the current height transition requirement on the left compared to the maximum height allowed as a permitted use in the adjacent low density residential zoning district.



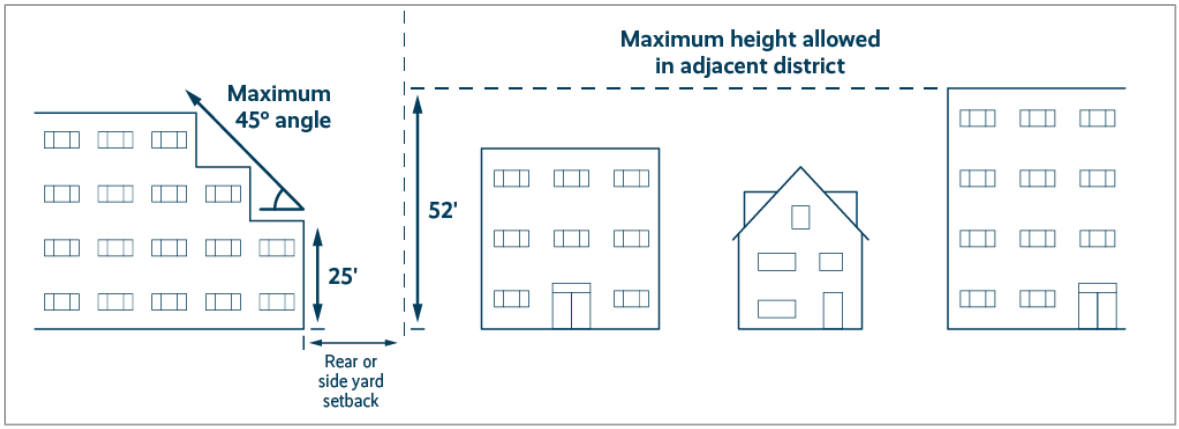
Current Requirement

The graphic below shows the proposed height transition requirement on the left aligned with the maximum height allowed as a permitted use in the adjacent low density residential zoning district.



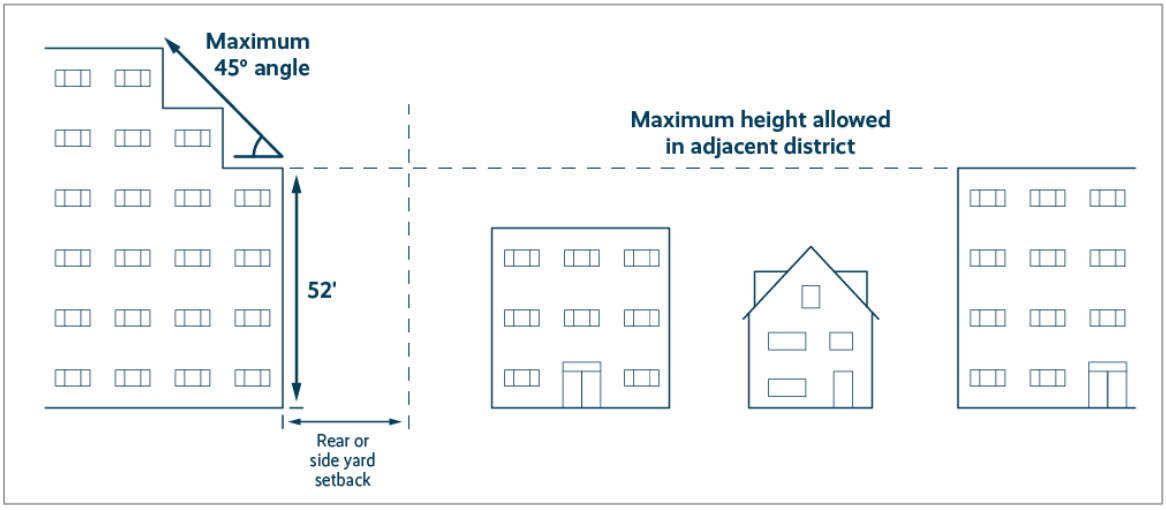
Proposed Requirement

The graphic below shows the current height transition requirement on the left compared to the maximum height allowed as a permitted use in the adjacent higher density residential zoning district, TR-U2.



Current Requirement

The graphic below shows the proposed height transition requirement on the left aligned with the maximum height allowed as a permitted use in the adjacent higher density residential zoning district, TR-U2.



Proposed Requirement

The zoning code currently allows an exception to the maximum height allowed in a height transition area with a conditional use approval. While this code change increases the height at which this transition is required to occur, and thus allows for some additional building mass in the lowest stories of some buildings by-right, a conditional use will still be required for any requested exceptions to these height transition rules.

Staff supports this amendment.

City of Madison

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

Master

File Number: 89918

File ID:	89918	**File Type:**	Ordinance	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	09/09/2025
File Name:	Two Unit Detached ADU			**Final Action:**	

Title: Amending sections within Chapter 28 to allow detached Accessory Dwelling Units to have two units and not be included in maximum permitted use accessory structure size.

Notes: 6989DuplexDetachedADU

Sponsors:	Satya V. Rhodes-Conway, Tag Evers, Derek Field, Yannette Figueroa Cole, Carmella Glenn, MGR Govindarajan, John P. Guequierre, Badri Lankella, Dina Nina Martinez-Rutherford, Julia Matthews, Davy Mayer, Sean O'Brien, Will Ochowicz, Michael E. Verveer, Regina M. Vidaver, Sabrina V. Madison And John W. Duncan	**Effective Date:**	
Attachments:	2025-9-25-Staff Presentation to HPC.pdf, Zoning Text Memo 10-6-25 ADU Duplexes and Accessory Structure Max.pdf	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/09/2025	Referred for Introduction				
	Action Text: This Ordinance was Referred for Introduction						
	Notes: Plan Commission Public Hearing (10/6/25), Housing Policy Committee (9/25/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred for Public Hearing	PLAN COMMISSION			Pass
	Action Text: A motion was made to Referred for Public Hearing to the PLAN COMMISSION. The motion passed by voice vote/other.						
	Notes: Additional referral to Housing Policy Committee						
1	PLAN COMMISSION	09/16/2025	Refer	HOUSING POLICY COMMITTEE	09/25/2025		
	Action Text: This Ordinance was Refer to the HOUSING POLICY COMMITTEE						

1	HOUSING POLICY COMMITTEE	09/25/2025	Return to Lead with the Recommendation for Approval	PLAN COMMISSION	10/06/2025	Pass

Action Text: A motion was made by Ochowicz, seconded by Tarby, to return the zoning text amendment to the Plan Commission with a recommendation for approval. The motion passed by voice vote/other.

Text of Legislative File 89918

Fiscal Note

No City appropriation required.

Title

Amending sections within Chapter 28 to allow detached Accessory Dwelling Units to have two units and not be included in maximum permitted use accessory structure size.

Body

DRAFTER'S ANALYSIS: This proposal would allow detached Accessory Dwelling Unit (ADU) buildings to have two units, effectively becoming duplexes. The proposed change also adds provisions that the detached ADU units must be in a single structure, and that a single zoning lot also may not have both an attached ADU and a detached ADU. It would also remove the ADU's footprint area from the maximum cumulative square footage allowed for permitted use accessory structures so that ADUs are treated differently than garages and sheds.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision (a) entitled "Maximum Area Per Lot" of Subsection (1) of Section 28.131 entitled "Accessory Buildings and Structures on Lots Used Exclusively for Residential and Mixed-Use Purposes" of the Madison General Ordinances is amended as follows:

"(a) Maximum Area Per Lot. Total area of accessory buildings measured at ground floor may not exceed one thousand (1,000) square feet. A larger total building area may be allowed by conditional use approval. The footprint of accessory structures that contain accessory dwelling units shall not be included in the one thousand (1,000) square feet calculation."

2. Section 28.151 entitled "Applicability" of the Madison General Ordinances is amended by amending therein the following:

"Accessory Dwelling Unit.

(a) The principal building shall not contain more than eight (8) dwelling units.

(b) No more than one (1) attached accessory dwelling unit or two (2) detached accessory dwelling units may be located on a zoning lot. The detached dwelling units must be in a single structure. A zoning lot may not have both an attached accessory dwelling unit and detached accessory dwelling unit or units.

(c) The number of occupants of the accessory dwelling unit shall not exceed one (1) family.

(d) The accessory dwelling unit shall not be sold separately from the principal building.

(e) The maximum height of a detached building containing an accessory dwelling unit, including one built above a garage or similar space, shall be twenty-five (25) feet. Height shall be measured as a principal building pursuant to Sec. 28.134(1)(b).

(f) The maximum size of an accessory dwelling unit contained within a principal building shall be one thousand (1,000) square feet.

(g) The footprint of an accessory building which includes an accessory dwelling unit shall not exceed one thousand (1,000) square feet.

(h) The minimum setback requirements shall be those for accessory building or structures of the underlying zoning district.

(i) Accessory dwelling unit entry ways within a rear or side yard shall be connected to a street frontage by a paved walkway or driveway.

(j) For accessory dwelling units constructed within the principal building, the appearance or character of the principal building shall not be significantly altered so that its appearance is no longer that of the principal uses."

HOUSING FORWARD

OVERVIEW OF SEPT 2025 PROPOSED ORDINANCES

Jacob Moskowitz, Assistant Zoning Administrator

Housing Policy Committee Meeting, September 25, 2025



#1 Increase Housing Choice

- Look for ways to make lot division and subdivision processes simpler to create more new lots for homes

Leg ID 89916

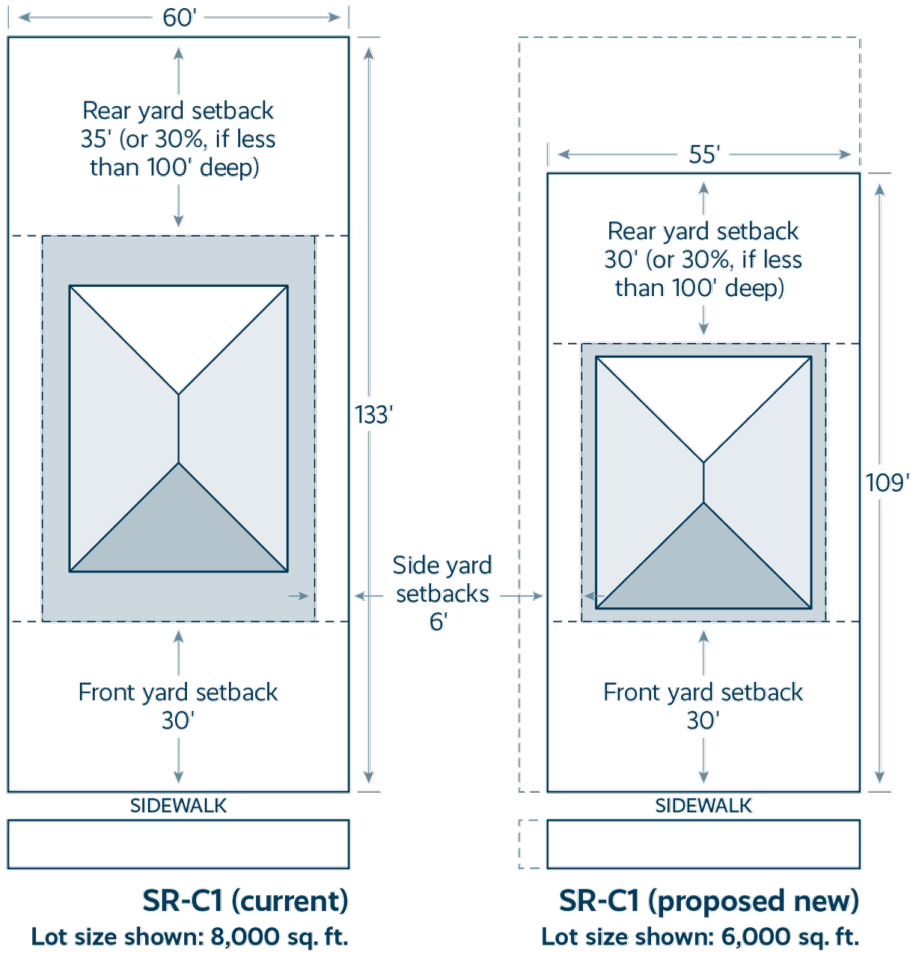
- Continue to simplify zoning standards for infill housing

Leg ID 89917

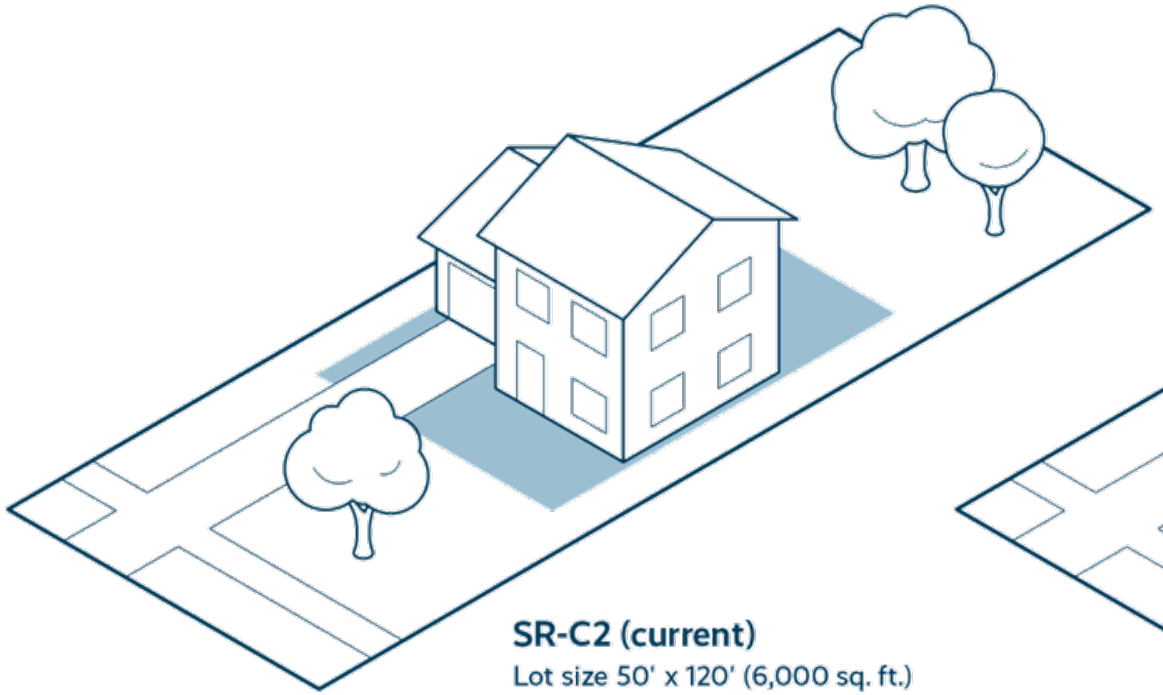
- Pursue more code and process changes to support small-scale "missing middle" housing,

Leg ID 89918

Adjust lot area, lot width, & alley attached garage rear setback minimums



- Small adjustments across the city to decrease the amount of land area required for new homes
- Over time, can support gentle infill when owners decide to divide their properties

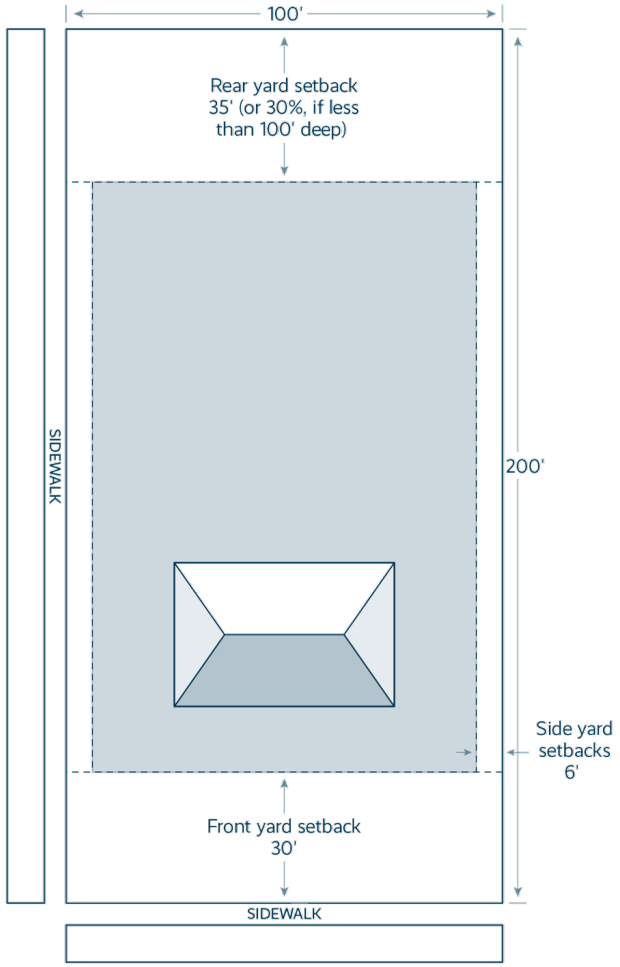


SR-C2 (current)
Lot size 50' x 120' (6,000 sq. ft.)
Front yard setback 30'
Rear yard setback 35'
Side yard setbacks 6'

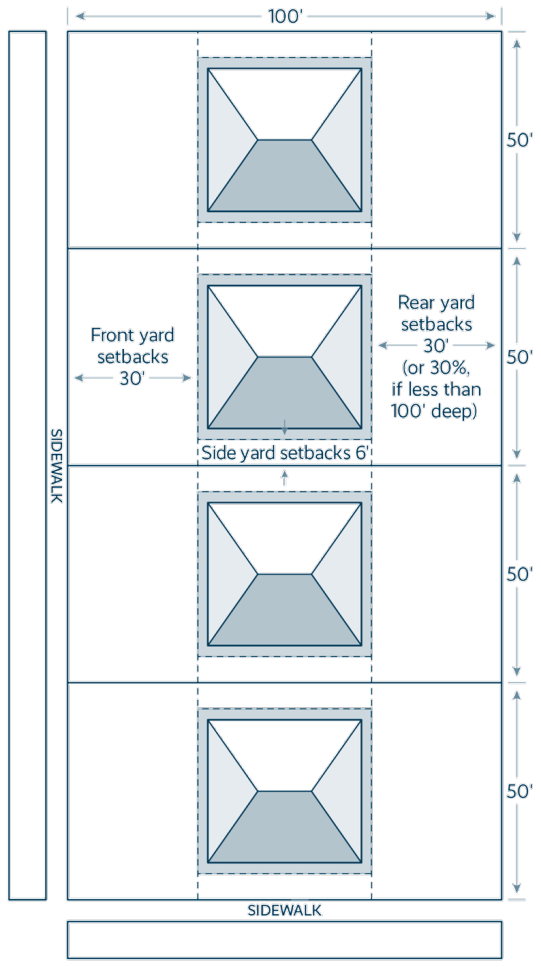


SR-C2 (proposed new)
Lot size 50' x 100' (5,000 sq. ft.)
Front yard setback 30'
Rear yard setback 30'
Side yard setbacks 6'

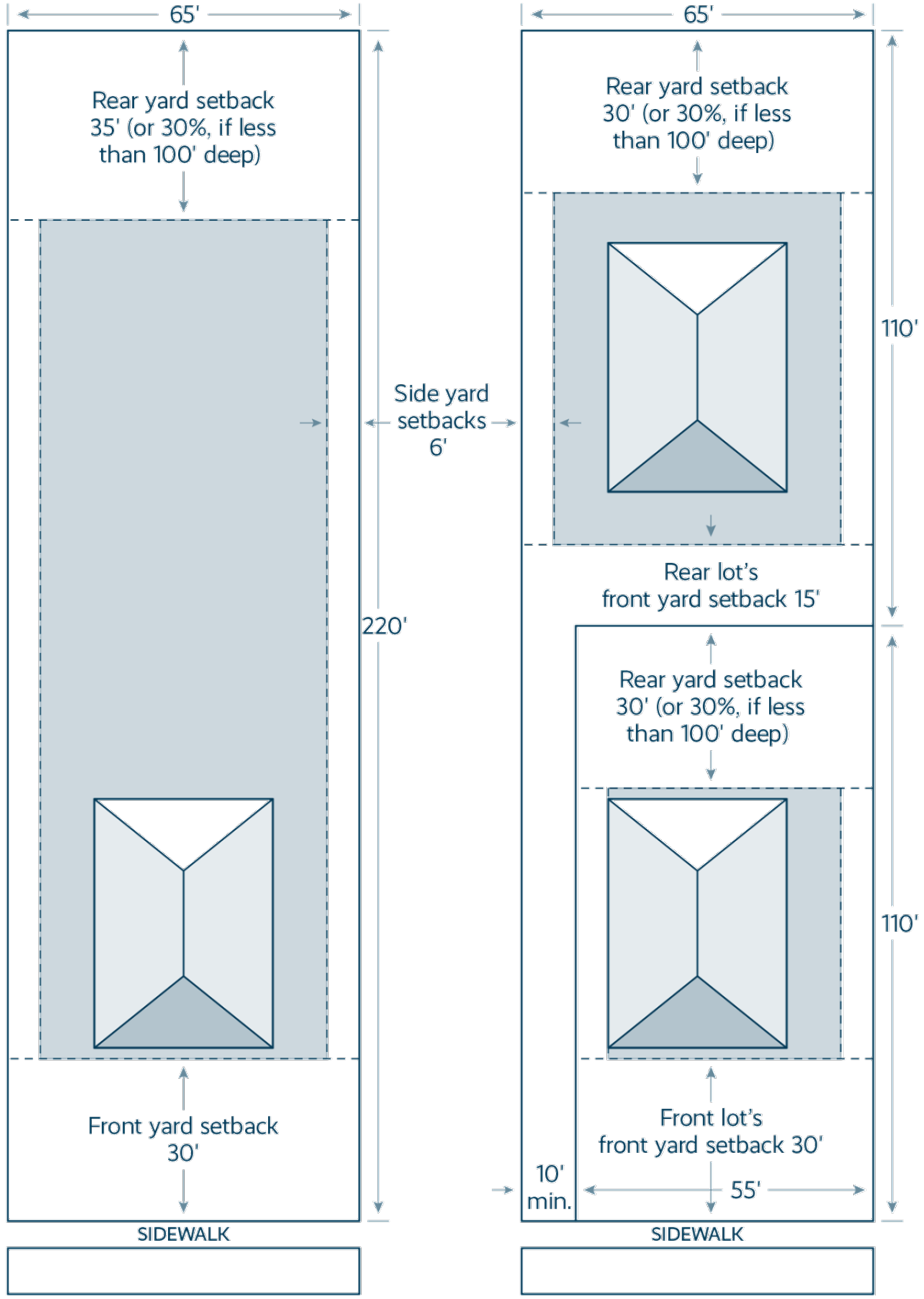
Adjust lot area, lot width, & alley attached garage rear setback minimums



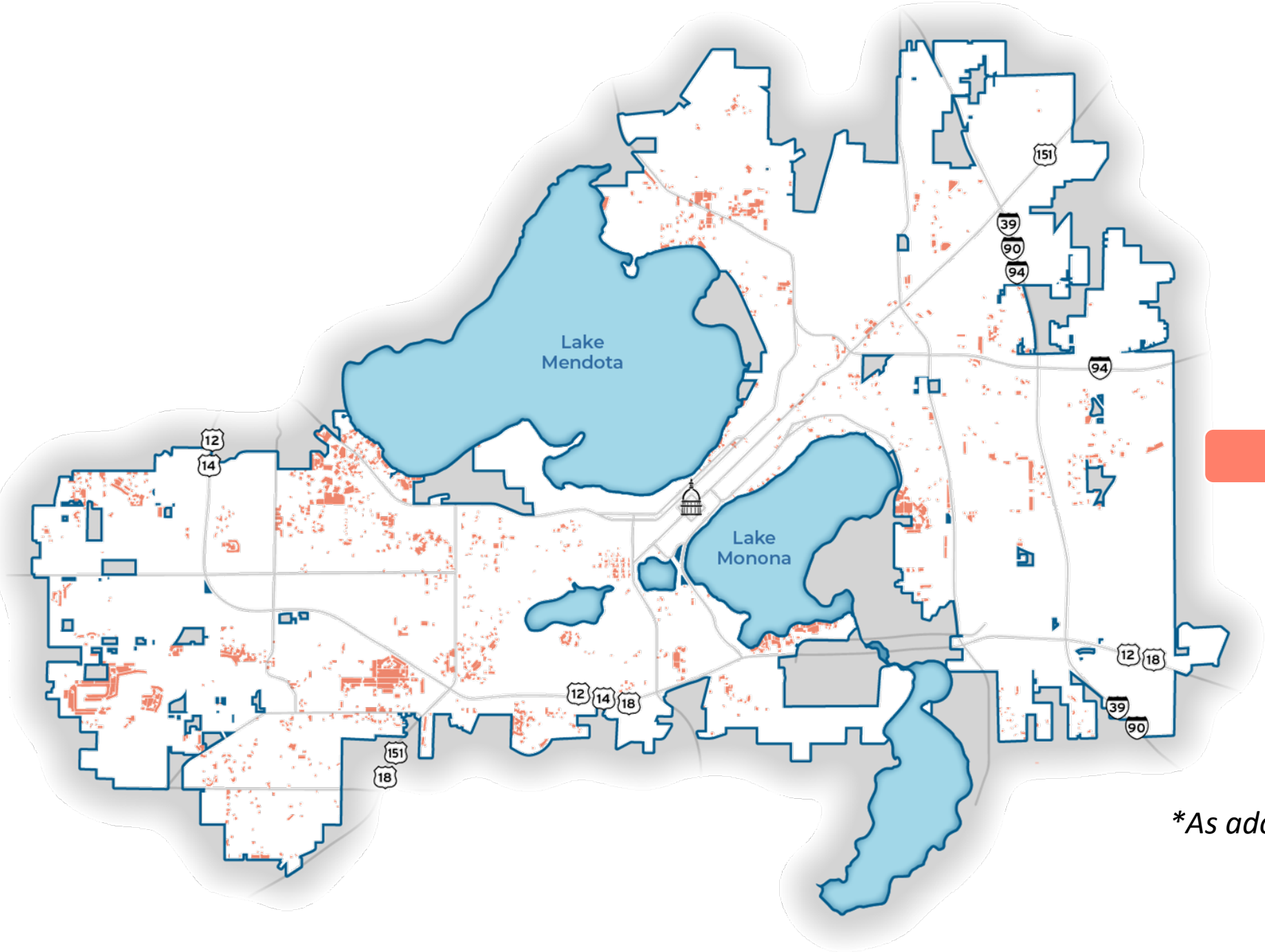
SR-C2 (20,000 sq. ft. corner lot)



SR-C2 (corner lot subdivided)

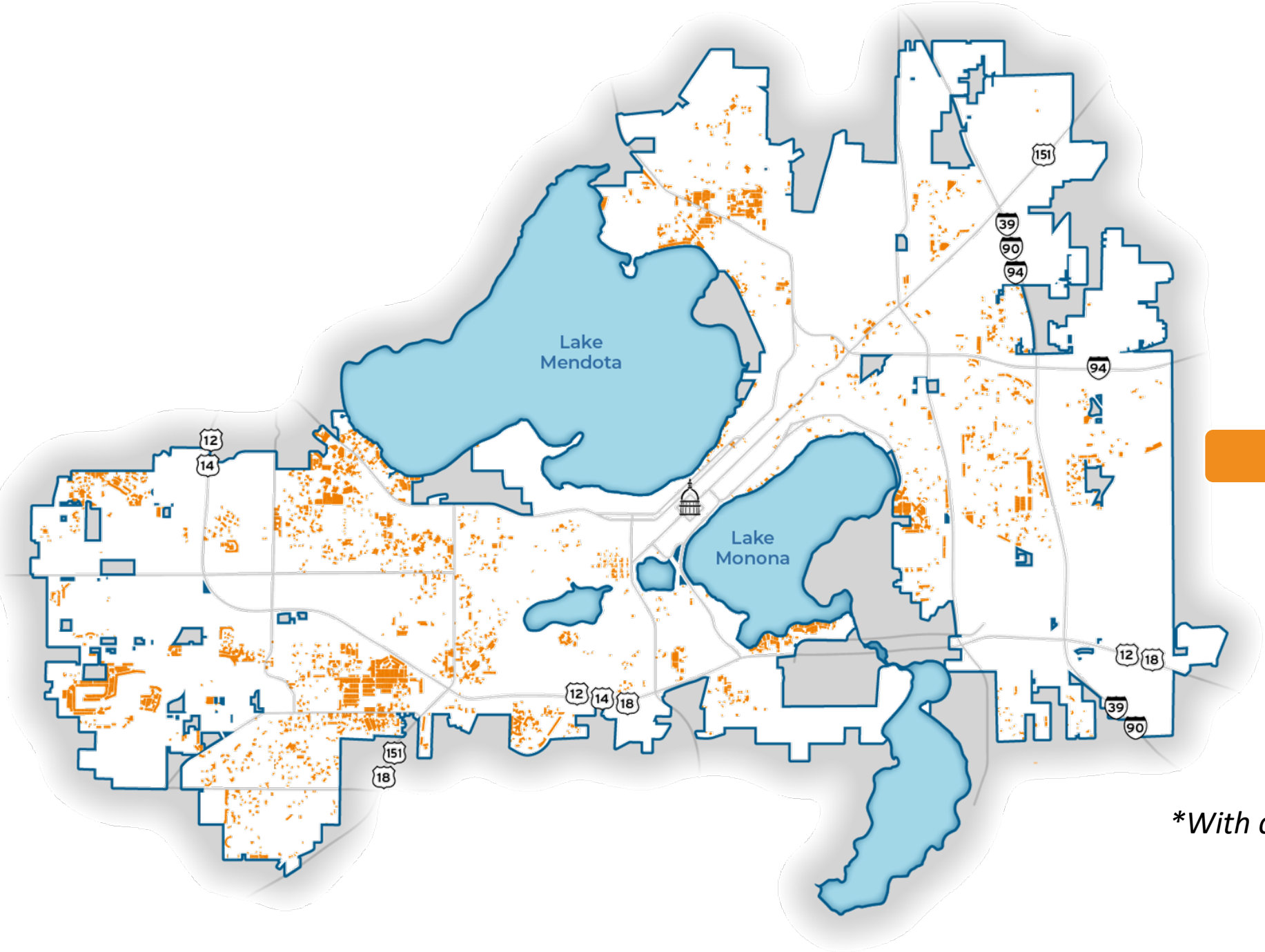


SR-C1 deep residential lot **SR-C1 backyard lot**



Lots meet basic size requirements* for “backyard lot” creation

**As adopted in July 2025*



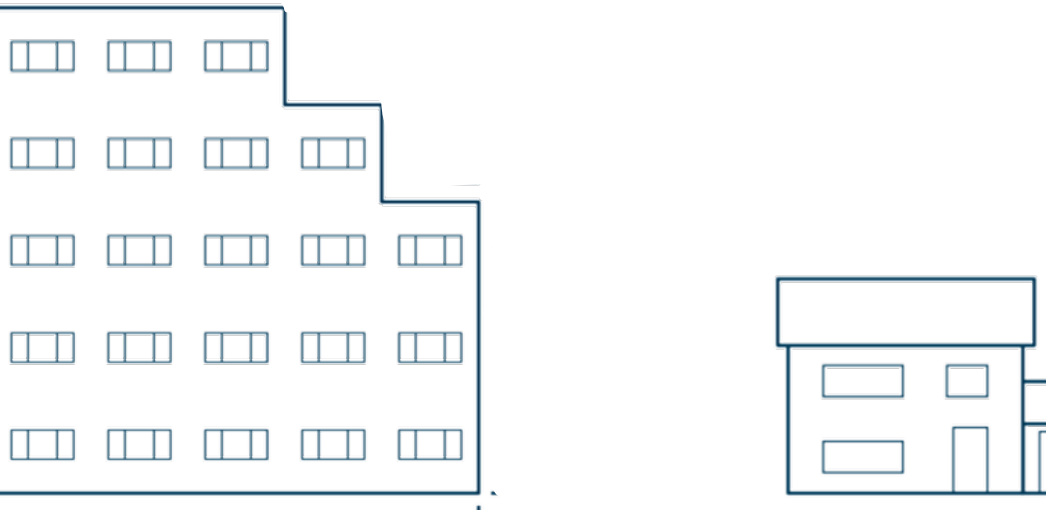
Lots meet basic size requirements under proposal* for "backyard lot" creation

**With changes as introduced*





Increase maximum allowed heights in height transition areas



- Commercial corridors across the city support infill redevelopment at all scales
- “Step-down” requirements for buildings next to residential zoning districts are important, but also limiting
- The proposed change would allow height to equal the *maximum height* in the adjacent residential district


NO
PARKING
MONDAYS



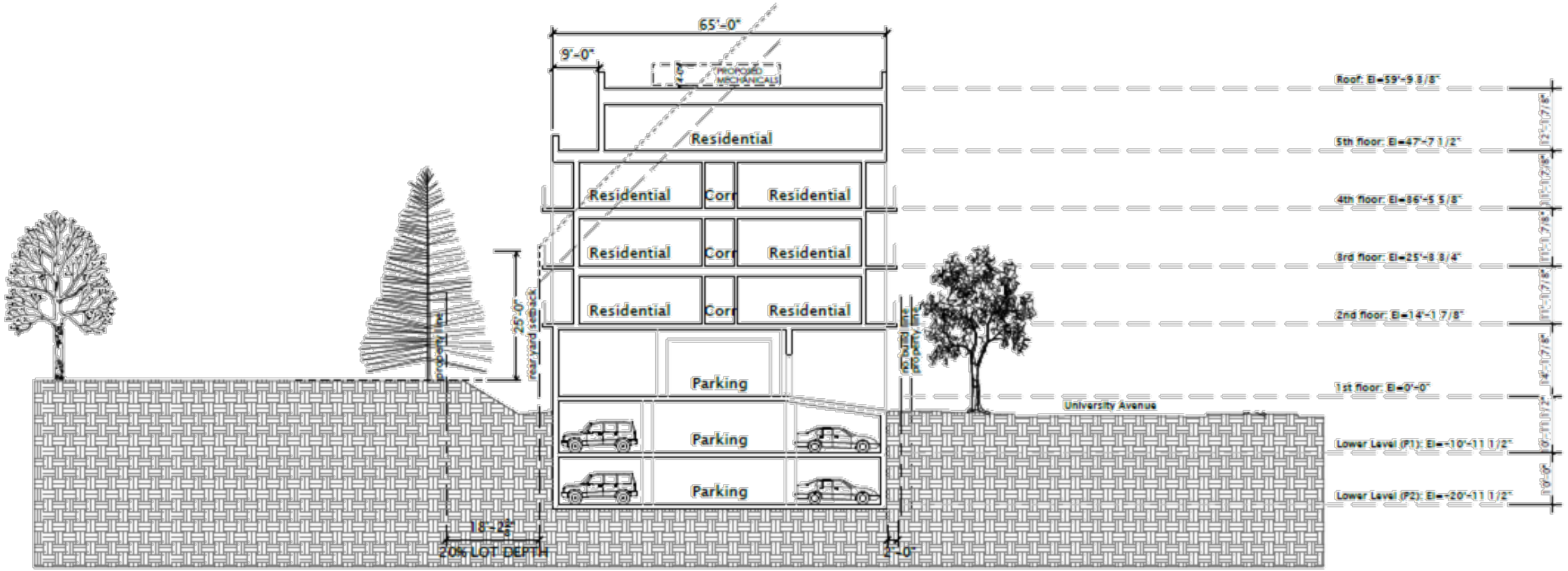


Increase maximum allowed heights in height transition areas

Current Requirement

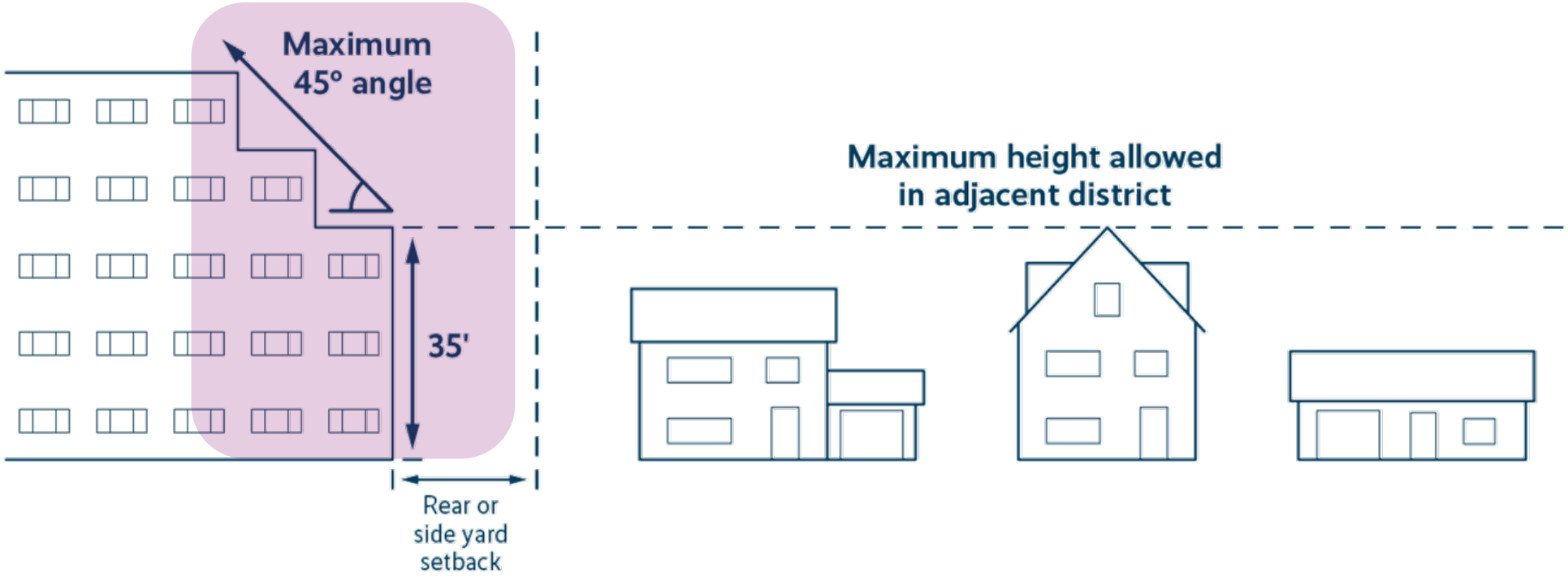


Current Requirement can be modified through conditional use approval



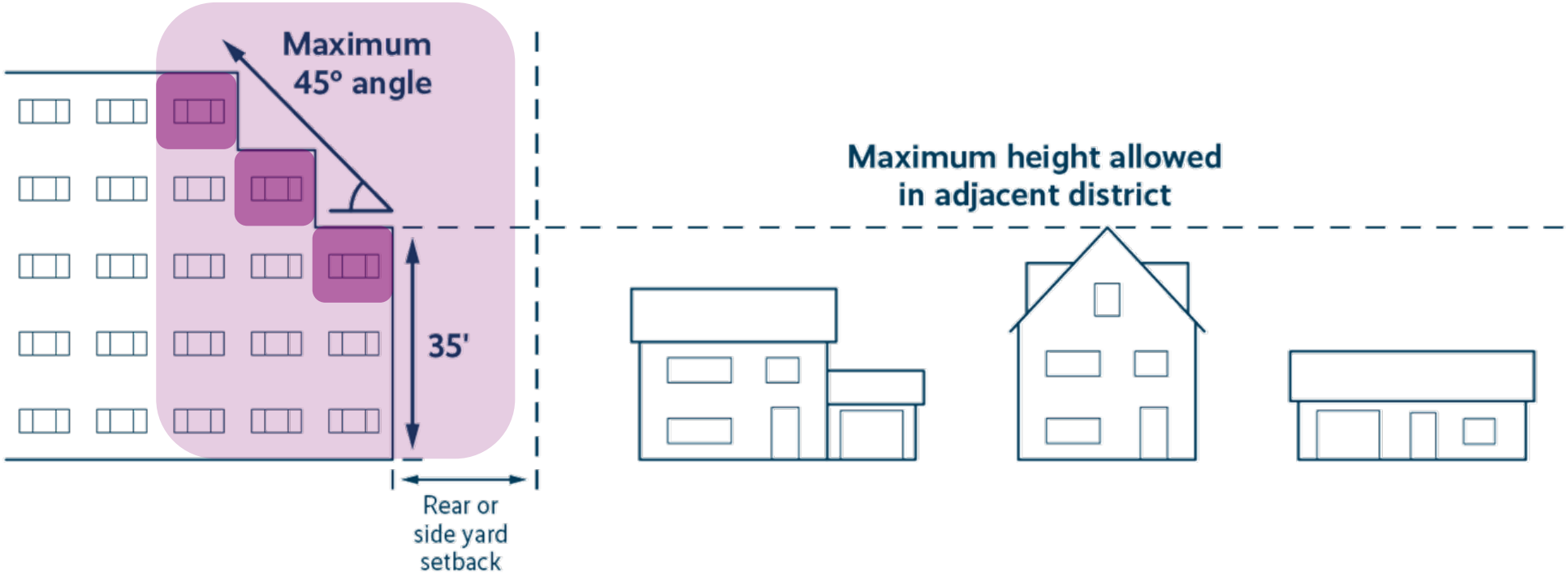
Increase maximum allowed heights in height transition areas

Proposed Change



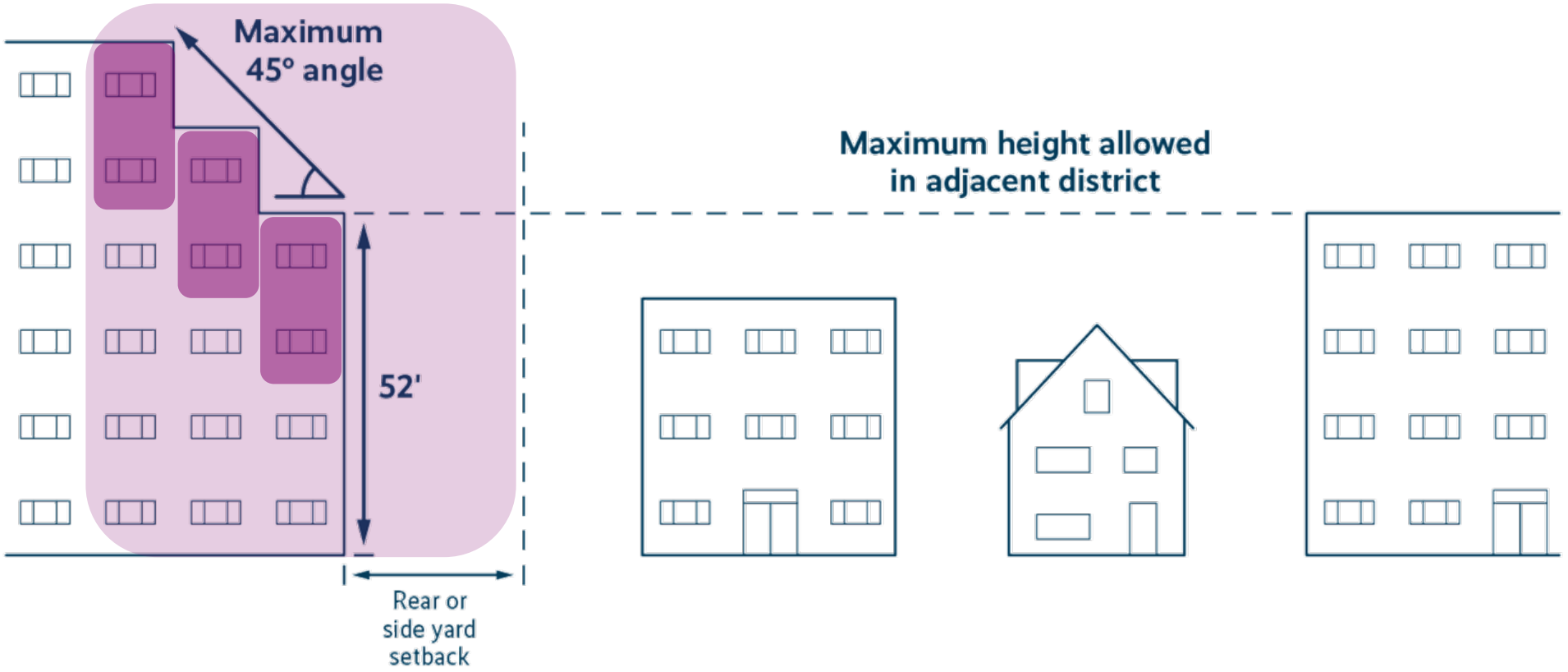
Increase maximum allowed heights in height transition areas

Proposed Change – when adjacent to residential district with 35’ max height

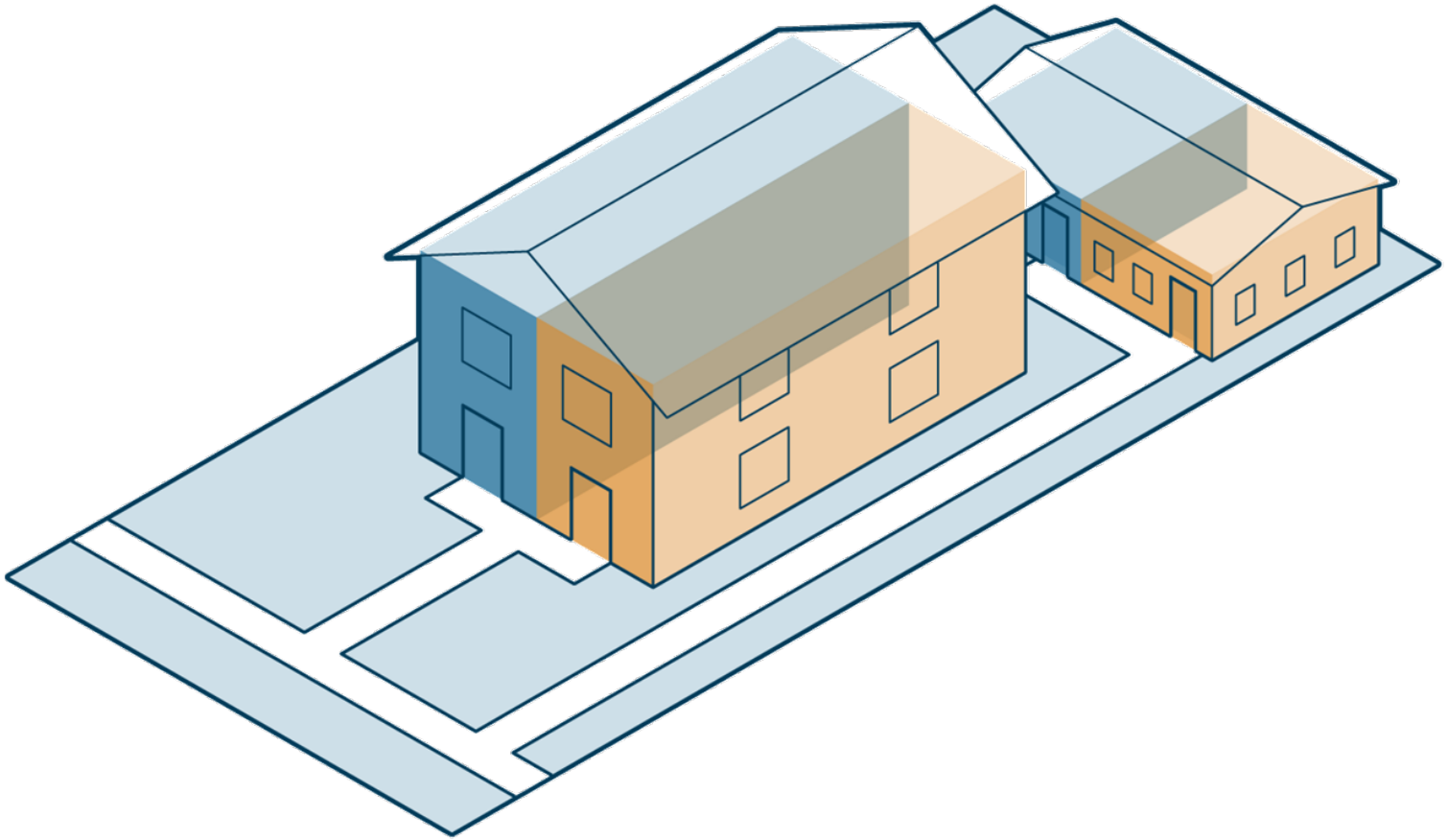


Increase maximum allowed heights in height transition areas

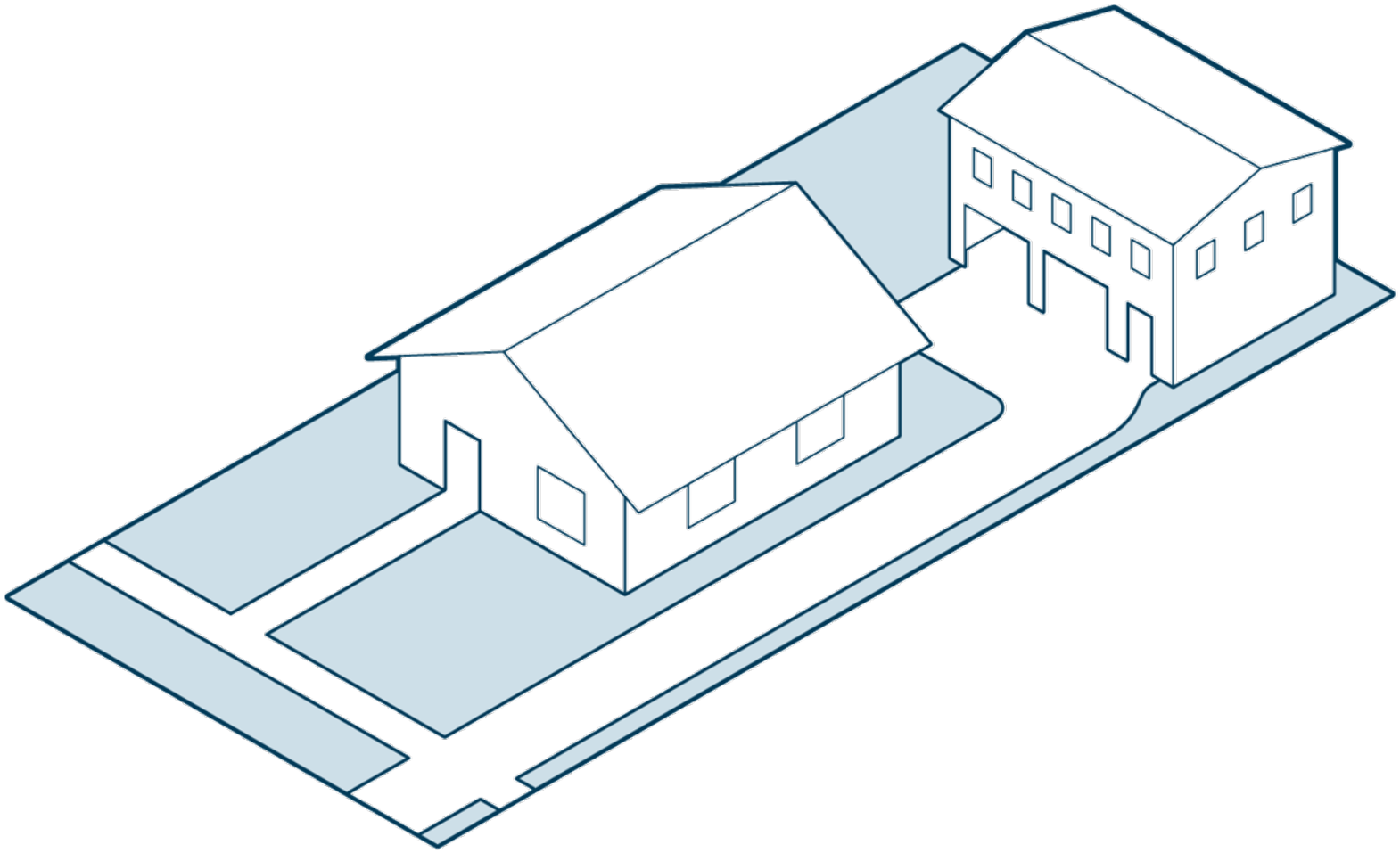
Proposed Change – when adjacent to residential district with 52’ max height



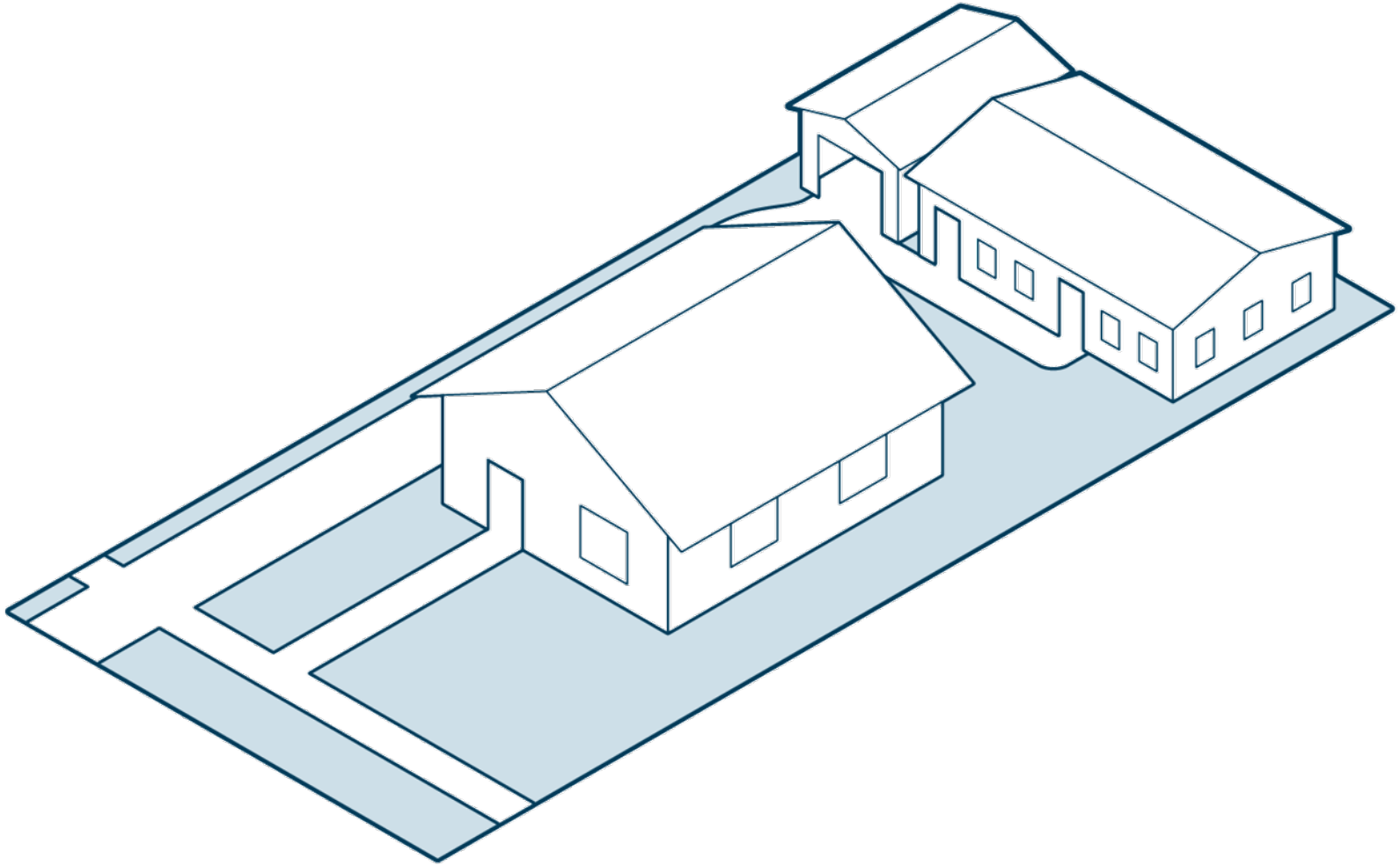
Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Allow 2 Accessory Dwelling Units (ADUs) in a detached building and exempt ADUs from accessory structure maximum size



Next Steps

Housing Policy Committee
Thursday, September 25, 4:30 pm
(Virtual - Zoom)

Community Information Meeting
Tuesday, September 30, 5:00 pm
(Virtual – Zoom)

Plan Commission
Monday, October 6, 5:30 pm
(Virtual – Zoom)

Common Council
Tuesday, October 28, 6:30 pm
(Hybrid – City County Building Rm 201 or Zoom)

Questions & Discussion

Housing Policy Committee Meeting, September 25, 2025

PLANNING DIVISION STAFF REPORT

October 6, 2025

PREPARED FOR THE PLAN COMMISSION

Proposal: **Zoning Text Amendment**

Legistar File ID #: 89918 (Detached ADU Duplexes and ADUs Not in Accessory Structure Maximum)

Prepared By: Zoning and Planning Staff

89918 – Accessory Dwelling Units are currently allowed as one additional dwelling unit on a property with a principal building of up to eight dwelling units. An ADU may be either attached (part of the principal building) or detached (in a separate accessory structure). This code change allows a detached ADU to be two units in a single building, also known as a duplex.

Additionally, the code change removes accessory buildings that include Accessory Dwelling Units from the maximum 1,000 square foot cumulative footprint for accessory buildings that are allowed in residential and mixed-use districts without a conditional use approval. This will allow properties to have other accessory structures like sheds or detached garages while still maximizing the size of the detached ADU that can be built. Detached Accessory Dwelling Units are allowed up to 1,000 square foot footprint, and that is not proposed to change.

Staff supports this amendment.

City of Madison

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

Master

File Number: 90056

File ID:	90056	**File Type:**	Ordinance	**Status:**	Public Hearing
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	09/16/2025
File Name:	Conditional Use Scope of Approval			**Final Action:**	

Title: Amending the Conditional Use Scope of Approval.

Notes: 6993ConditionalUseScope

INTRODUCED FROM THE FLOOR 9/16/2025

Sponsors:	John P. Guequierre	**Effective Date:**	
Attachments:	90056 Body	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/16/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Plan Commission Public Hearing (10/6/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Refer For Public Hearing	PLAN COMMISSION			Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to Refer For Public Hearing to the PLAN COMMISSION. The motion passed by voice vote/other.					

Text of Legislative File 90056

Fiscal Note

[Enter Fiscal Note Here]

Title

Amending the Conditional Use Scope of Approval.

Body

DRAFTER'S ANALYSIS: This proposed amendment amends MGO Sec. 28.183(9) concerning the Scope of Approval time limits for Conditional Uses. The proposed change extends the initial order granting a conditional use from two (2) years to three (3) years in MGO Sec. 28.183(9)(a). It continues the current practice of allowing the Director of Planning and Community and Development ("Director"), after consultation with the Alderperson of the District, to approve an extension for up to one (1) year from the expiration date. It amends

MGO Sec. 28.183(9)(c) to allow an additional extension of up to one (1) year after the initial conditional use extension has expired. This extension may be approved by the Director after consultation with the Alderperson of the District. If the Alderperson and the Director do not agree that the request should be approved, then the request shall be decided by the Plan Commission. Subsequently, the change renumbers the current MGO Sec. 28.183(9)(c) ("Dormant Conditional Use") to MGO Sec. 28.183(9)(d) and MGO Sec. 28.183(9)(d) ("Continuing Jurisdiction") is then renumbered to the new MGO Sec. 28.183(9)(e). Finally, this change amends the Fee table in MGO Sec. 28.206 to include the fee amount of one hundred ($100) dollars for conditional use extensions.

****

Please see Legistar File No. 90056 Body in Attachments.

Legistar File No. 90056 Body

DRAFTER'S ANALYSIS: This proposed amendment amends MGO Sec. 28.183(9) concerning the Scope of Approval time limits for Conditional Uses. The proposed change extends the initial order granting a conditional use from two (2) years to three (3) years in MGO Sec. 28.183(9)(a). It continues the current practice of allowing the Director of Planning and Community and Development ("Director"), after consultation with the Alderperson of the District, to approve an extension for up to one (1) year from the expiration date. It amends MGO Sec. 28.183(9)(c) to allow an additional extension of up to one (1) year after the initial conditional use extension has expired. This extension may be approved by the Director after consultation with the Alderperson of the District. If the Alderperson and the Director do not agree that the request should be approved, then the request shall be decided by the Plan Commission. Subsequently, the change renumbers the current MGO Sec. 28.183(9)(c) ("Dormant Conditional Use") to MGO Sec. 28.183(9)(d) and MGO Sec. 28.183(9)(d) ("Continuing Jurisdiction") is then renumbered to the new MGO Sec. 28.183(9)(e). Finally, this change amends the Fee table in MGO Sec. 28.206 to include the fee amount of one hundred ($100) dollars for conditional use extensions.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (9) entitled "Scope of Approval" of Section 28.183 entitled "Conditional Uses" of the Madison General Ordinances is amended as follows:

"(9) Scope of Approval.

(a) An order granting a conditional use is valid for ~~two (2)~~ three (3) years from the date of the approval. During this time, the applicant must either lawfully commence the use or obtain a building permit and begin erecting or altering the building. If the applicant obtains a valid building permit, construction must commence within six (6) months of the date of issuance. The building permit shall not be renewed unless construction has commenced and is being diligently prosecuted.

(b) Where the conditional use has expired, the Director of Planning and Community and Development may, after consultation with the Alderperson of the District, approve an extension for up to one (1) year from the expiration date.

(c) If the conditional use one (1) year extension has expired, an additional extension of up to one (1) year may be approved by the Director of Planning and Community and Development after consultation with the Alderperson of the district. If the Alderperson of the district and the Director of Planning and Community and Economic Development do not agree that the request should be approved, then the request shall be decided by the Plan Commission.

(~~c~~d) Dormant Conditional Use. A conditional use permit shall be deemed to authorize only one particular conditional use and shall expire if the conditional use shall cease for more than one (1) year for any reason.

(~~d~~e) Continuing Jurisdiction.

1. The Plan Commission retains continuing jurisdiction over all conditional uses for the purpose of resolving complaints against all previously approved conditional uses. This authority is in addition to the Zoning Administrator's authority under Sec. 28.202.

2. Any person, the Zoning Administrator, or other official may file a written complaint with the Plan Commission that one or more conditions of a conditional use permit have not been completed, or are being violated.

3. The Plan Commission shall initially determine whether the complaint indicates a reasonable probability that the subject conditional use is in violation of a condition of approval. If the Plan Commission determines there is a reasonable probability of a violation, it shall conduct a hearing after giving notice as provided in Subsection (4), above.

4. The Plan Commission may, in order to bring the subject conditional use into compliance with the conditions previously imposed by the Plan Commission, modify the existing conditions and impose additional reasonable conditions. If no reasonable modification of the conditional use can be made that are consistent with the standards in Subsection (6), above, the Plan Commission may revoke the conditional use permit and direct the Zoning Administrator and the City Attorney to seek elimination of the subject use.

5. An appeal from a decision of the Plan Commission under this paragraph may be taken to the Common Council as provided by Subsection (5)(b), above."

3. Section 28.206 entitled "Fees" of the Madison General Ordinances is amended by amending therein the following:

Type of Action	Fee
Minor alteration to a conditional use or a Planned Development General Development Plan or Specific Implementation Plan	$100
<u>Conditional use extension</u>	<u>$100</u>
Application for a demolition or removal permit	$600, unless permit is issued in conjunction with a conditional use approval, in which case the fee for that application applies

City of Madison

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

Master

File Number: 90108

File ID:	90108	**File Type:**	Petition	**Status:**	Introduced to Common Council
Version:	1	**Reference:**		**Controlling Body:**	Clerk's Office
				File Created Date :	09/26/2025
File Name:	JDM Properties Attachment Petition			**Final Action:**	

Title: Petition received in the Madison City Clerk's Office September 25, 2025 from JDM Properties, LLC, regarding attachment from the Town of Middleton to the City of Madison.

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Attachment Petition	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	echristianson@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/26/2025	Referred for Introduction				
	Action Text:	This Petition was Referred for Introduction					
	Notes:	Common Council to approve (10/28/25)					

Text of Legislative File 90108

Title

Petition received in the Madison City Clerk's Office September 25, 2025 from JDM Properties, LLC, regarding attachment from the Town of Middleton to the City of Madison.

Body

See Attachment

PETITION FOR ATTACHMENT
BY UNANIMOUS CONSENT (Wis. Stat. § 66.0307)

To: City of Madison
Attn: City Clerk
210 Martin Luther King Jr. Blvd,
RM 105
Madison, WI 53703

Town of Middleton
Attn: Town Clerk
7555 Old Sauk Road
Verona, WI 53593

Pursuant to Section 12.01 of the Final City of Madison and Town of Middleton Cooperative Plan, dated September 29, 2003, the undersigned petitions the City of Madison for attachment as follows:

1. The undersigned is the owner of the real property located within the territory described in the attached Exhibit "A" (the "Territory").

2. The undersigned unanimously petitions the Common Council of the City of Madison, a municipal corporation located in Dane County, Wisconsin, to attach the Territory from the Town of Middleton to the City of Madison.

3. A scale map of the Territory to be attached as Exhibit "B".

4. The tax parcels affected by the attachment are 0708-344-8885-0 and 0708-344-9003-0.

5. The area of the Territory is 1,453,960 square feet, 33.38 acres, or 0.0522 square miles.

6. The current population of the Territory to be attached is zero.

7. The number of electors is zero.

8. There are currently no dwelling units located on the Territory to be attached.

9. The undersigned states and affirms its unanimous approval of the proposed attachment.

RECEIVED
SEP 25 2025
MADISON CITY CLERK

JDM Properties, LLC

By: _____ Date: 9-23-25

Name: Colin Smith

State of Wisconsin)
County of Dane) ss

Personally came before me this 23RD day of SEPTEMBER, 2025, the above-named person to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires: 08/24/2029, _____
Notary Public, Dane County, Wisconsin

RYNE HODGSON
NOTARY
PUBLIC
STATE OF WISCONSIN

RECEIVED
SEP 25 2025
MADISON CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND TO BE ATTACHED TO THE CITY OF MADISON

A parcel of land located in the NW1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 34, T8N, R34E, Town of Middleton, Dane County, Wisconsin described as follows: Commencing at the south quarter corner of said Section 34; thence N89°16'25"E, 996.56 feet along the south line of said SE1/4; thence N00°43'34"W, 33.27 feet to a point on the north right-of-way line of Mid Town Road and point of beginning; thence S89°16'26"W, 881.30 feet; thence N44°43'48"W, 92.75 feet; thence N01°26'34"E, 786.77 feet; thence S88°33'26"E, 17.38 feet; thence N52°29'36"E, 316.38 feet; thence N56°09'28"E, 289.01 feet; thence N68°54'21"E, 649.82 feet; thence N18°25'47"E, 358.34 feet; thence N73°22'22"E, 64.13 feet to a point on the west line of First Addition to Mid Town Commons; thence S01°25'19"W, 1403.88 feet along the west line of said First Addition to Mid Town Commons and the west line of Second Addition to Mid Town Commons; thence S89°16'59"W, 318.24 feet; thence S01°27'30"W, 379.26 feet to a point on the north right-of-way line of Mid Town Road and the point of beginning. Contains 1,453,960 sq. ft. (33.38 acres; 0.0522 sq. mi.).

RECEIVED
SEP 25 2025
MADISON CITY CLERK

EXHIBIT "B"

SCALE MAP

See Attached.

RECEIVED
SEP 25 2025
MADISON CITY CLERK

22 Sep 2025 - 1:11p M:\JD McCormick LLC\240226_Midtown Road\CADD\240226 - Attachment Map.dwg by: kpap

©Vierbicher Associates, Inc.

Ordinance No. _____

I.D. No. _____

Date Adopted: _____

Date Published: _____

Aldermanic District Attached to: _____

Hatched Area : 1,453,960 s.f.; 33.38 Acres; Square Miles: 0.0522

EXHIBIT B

HATCHING DEPICTS LIMITS OF AREA TO BE ATTACHED TO THE CITY OF MADISON FROM THE TOWN OF MIDDLETON.

LEGEND:

= EXISTING CITY OF MADISON CORPORATE BOUNDARY

GRAPHIC SCALE: 1" = 300'

0 300 600

MANSION HILL AVE.

MICA ROAD

S PLEASANT VIEW ROAD

MCDOWELL DR.

MAYO DR.

MID TOWN ROAD

N73°22'22"E 64.13'

N18°25'47"E 358.34'

N68°54'21"E 649.82'

N56°09'28"E 289.01'

N52°29'36"E 316.38'

S88°33'26"E 17.38'
(S88°33'06"E 17.70')

S01°25'19"W 1403.88'

S89°16'59"W 318.24'

S01°27'30"W 379.26'

(N01°26'54"E)
N01°26'34"E 786.77'

(S89°16'24"W)
S89°16'26"W 881.30'

999.56'

N00°43'34"W 33.27'

1633.88'

N89°16'25"E 2633.44'

N44°43'48"W 92.75'
(N44°40'58"W 93.04')

NW1/4-SE1/4

NE1/4-SE1/4

SW1/4-SE1/4

SE1/4-SE1/4

CITY OF MADISON

TOWN OF MIDDLETON

TOWN OF VERONA

S1/4 COR SECTION 34 T7N, R8E

SE COR SECTION 34 T7N, R8E

vierbicher planners | engineers | advisors	Job #.: 240226 Date: 09/22/2025 Rev: Drafted By: PSPE Checked By: KPAP	ATTACHMENT MAP

SHEET 1 OF 1

RECEIVED
SEP 25 2025
MADISON CITY CLERK

City of Madison

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

Master

File Number: 89937

File ID:	89937	**File Type:**	Appointment	**Status:**	Unfinished Business
Version:	1	**Reference:**		**Controlling Body:**	Mayor's Office
				File Created Date :	09/10/2025
File Name:	10/7/2025 Resident committee appointments			**Final Action:**	

Title: Report of the Mayor submitting resident committee appointments (introduce 9-16-2025; action 10-7-2025).

Notes:

Sponsors:		**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Satya Rhodes-Conway	**Hearing Date:**	
Entered by:	ldcosta@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor's Office	09/10/2025	Referred for Introduction				
	Action Text:	This Appointment was Referred for Introduction					
	Notes:	Confirm 10/7/25					
1	COMMON COUNCIL	09/16/2025	Refer to a future Meeting to Confirm	COMMON COUNCIL			Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to Refer to a future Meeting to Confirm to the COMMON COUNCIL. The motion passed by voice vote/other.					
	Notes:	Confirm 10/7/25					

Text of Legislative File 89937

Title

Report of the Mayor submitting resident committee appointments (introduce 9-16-2025; action 10-7-2025).

Body

I hereby submit, for your consideration and approval, the following resident committee appointments.

***2/3 vote required for confirmation of non-city residents.**
Pursuant to Sec. 3.30(2) of the Madison General Ordinances, "...provision shall not apply to a

member of or candidate for appointment to a City of Madison board, committee or commission where, in the judgement of the mayor and two-thirds (2/3) of the Common Council, the best interests of the city will be served by the appointment of a non-resident member who is particularly well qualified by reasons of education, background, and experience with Madison business concerns or other Madison-based employers and the Mayor specifies fully to the Common Council the reasons why he or she is recommending such appointment."

AFFIRMATIVE ACTION COMMISSION

COLLIN D. ERICKSON (6th A.D.) - appoint to the remainder of a three-year term to the position of Adult City Resident succeeding Linda Ketcham. Collin Erickson is a customer service manager with FourKites, Inc. He has volunteered with the Tenant Resource Center and Porchlight and served as president of the East Side Alano Club.
TERM EXPIRES: 4-18-2028

NICHOLAS E. FAULKNER (6th A.D.) - appoint to the remainder of a three-year term to the position of Adult City Resident succeeding Shawn Zhu. Nicholas Faulkner is a research analyst at UW-Madison - Center for Health Disparities Research. During his time as a student at the University of Michigan, he served on the Center for Depression Advisory Board and the LEAD scholarship program executive board.
TERM EXPIRES: 4-18-2028

ALCOHOL LICENSE REVIEW COMMITTEE

TIANNA C. KLEMONS (3rd A.D.) - appoint to the remainder of a three-year term to the position of Adult City Resident succeeding Sheri Carter. Tianna Klemons is the grant compliance & administration manager for the American Red Cross. She serves on the Kennedy Elementary PTO board.
TERM EXPIRES: 4-18-2028

ROOM TAX COMMISSION

C.J. RAYMOND (13th A.D.) - reappoint to a one-year term to the position of Hotel/Motel Industry Representative. First appointed 1-14-2025.
TERM EXPIRES: 7-5-2026

*SALLY MILEY, Middleton - reappoint to a one-year term to the position of Adult City Resident. First appointed 7-5-2016.
TERM EXPIRES: 7-5-2026

Rationale: Sally Miley has been a member of this body since its inception in 2016 and previously served as chair. A former alder and deputy mayor, she brings with her a wealth of knowledge and experience. Her finance education and city government experience, as well as her leadership skills, make her a valuable member of this commission.

GLENN KRIEG (19th A.D.) - reappoint to a one-year term to the position of Adult City Resident. First appointed 7-5-2016.
TERM EXPIRES: 7-5-2026

SYLVIA MOSS (16th A.D.) - reappoint to a one-year term to the position of Adult City Resident. First appointed 7-5-2016.
TERM EXPIRES: 7-5-2026

URBAN DESIGN COMMISSION

SHANE A. BERNAU (11th A.D.) - reappoint to a three-year term to the position of Graduate Landscape Architect. First appointed 3-5-2019.
TERM EXPIRES: 6-30-2028

RAFEEQ ASAD (2nd A.D.) - reappoint to a three-year term to the position of Design Professional. First appointed 7-19-2016.
TERM EXPIRES: 6-30-2028

NICHOLAS L. HELLROOD (10th A.D.) - reappoint to a three-year term to the position of Resident Member. First appointed 5-20-2025.
TERM EXPIRES: 6-30-2028

Respectfully submitted,

Satya Rhodes-Conway
Mayor

City of Madison

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

Master

File Number: 90090

File ID:	90090	**File Type:**	Appointment	**Status:**	Mayoral Business
Version:	1	**Reference:**		**Controlling Body:**	Mayor's Office
				File Created Date :	09/24/2025
File Name:	10-28-2025 Resident committee appointments			**Final Action:**	

Title: Report of the Mayor submitting resident committee appointments (introduction 10-7-2025; action 10-28-2025).

Notes:

Sponsors:		**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Satya Rhodes-Conway	**Hearing Date:**	
Entered by:	ldcosta@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor's Office	09/24/2025	Referred for Introduction				
	Action Text:	This Appointment was Referred for Introduction					
	Notes:	Confirm 10/28/25					

Text of Legislative File 90090

Title

Report of the Mayor submitting resident committee appointments (introduction 10-7-2025; action 10-28-2025).

Body

I hereby submit, for your consideration and approval, the following resident committee appointments.

***2/3 vote required for confirmation of non-city residents.**
Pursuant to Sec. 3.30(2) of the Madison General Ordinances, "...provision shall not apply to a member of or candidate for appointment to a City of Madison board, committee or commission where, in the judgement of the mayor and two-thirds (2/3) of the Common Council, the best interests of the city will be served by the appointment of a non-resident member who is particularly well qualified by reasons of education, background, and experience with Madison business concerns or other Madison-based employers and the Mayor specifies fully to the

Common Council the reasons why he or she is recommending such appointment."

CAPITAL AREA REGIONAL PLANNING COMMISSION

NOAH L. LIEBERMAN (14th A.D.) - appoint to the remainder of a three-year term to the position of Mayor's Appointee succeeding Nicholas Zavos. Noah Lieberman is an analytics manager with Epic Systems. He is a former chair of the City's Landlord & Tenant Issues Committee and twice ran for a seat on the Madison Common Council.
TERM EXPIRES: 4-1-2026

COMMUNITY RESOURCES COMMITTEE

JENNIFER JEFFRESS (11th A.D.) - appoint to the position of Aging/Elder Care Representative. Jennifer Jeffress is the president of the Oscar Rennebohm Foundation. She has extensive non-profit leadership experience. She has been involved with numerous organizations including several area food pantries, Rotary Foundation and Girls on the Run.
TERM EXPIRES: 4-18-2028

GOLSHAN MOTAMEDI (13th A.D.) - appoint to the position of Early Childhood Development/Childcare/Education Representative. Golshan Motamedi is an Infant & Early Childhood Mental Health Consultant with the Wisconsin Alliance for Infant Mental Health and a treatment foster care mental health consultant. She served on the former Early Childhood and Education Committee.
TERM EXPIRES: 4-18-2028

BARBARA WOLFE (3rd A.D.) - appoint to the position of Early Childhood Development/Childcare/Education Representative. Barbara Wolfe is retired after an extensive career in the field of special and general education. She served on the former Early Childhood and Education Committee and, by extension, the Community Services Committee.
TERM EXPIRES: 4-21-2026

SHIVA BIDAR (5th A.D.) - appoint to the position of Neighborhood Engagement/Community Well-being Representative. Shiva Bidar serves as UW Health's vice president and chief diversity officer. She is a former alder having served district 5 on the Madison Common Council for 12 years.
TERM EXPIRES: 4-18-2028

MICHELLE DUNPHY (19th A.D.) - appoint to the position of Neighborhood Engagement/Community Well-being Representative. Michelle Dunphy is a parent, jewelry-maker and active community member. She is a member of Moms Demand Action and served on the former Community Services Committee.
TERM EXPIRES: 4-20-2027

EQUAL OPPORTUNITIES COMMISSION

EVAN T. NORDGREN (3rd A.D.) - appoint to the remainder of a three-year term to the position of Adult City Resident succeeding Anushri Bangalore. Evan Nordgren is an attorney. He works as an administrative law judge in the Equal Rights Division of the Department of Workforce Development. He was a part of the committee that created the Student Expulsion Prevention

Project of Wisconsin - which provide free legal representation to students facing expulsion.
TERM EXPIRES: 4-18-2028

MADISON FOOD POLICY COUNCIL

WALTER H. STRANGE (11th A.D.) - appoint to the remainder of a two-year term to the position of Resident Member succeeding Sarah Larson. Walt Strange is a senior at West High School. He is the co-founder of Madison West Meals Matter Club - a group focusing on food insecurity. He has volunteered at both Habitat for Humanity and Second Harvest Food Bank.
TERM EXPIRES: 10-1-2027

KELSEY ABAD (6th A.D.) - reappoint to a three-year term to the position of Resident Member. First appointed 9-10-2024.
TERM EXPIRES: 10-1-2028

DAVID D. LEEPER (13th A.D.) - reappoint to a three-year term to the position of First Alternate. First appointed 9-10-2024.
TERM EXPIRES: 10-1-2028

NAN FEY (4th A.D.) - reappoint to a three-year term to the position of Second Alternate. First appointed 9-10-2024.
TERM EXPIRES: 10-1-2028

MADISON METROPOLITAN SEWERAGE DISTRICT COMMISSION

EZRA MEYER (13th A.D.) - reappoint to a three-year term to the position of Commissioner.
TERM EXPIRES: 11-14-2028

ELIZABETH A. BOOKLAND (20th A.D.) - reappoint to a three-year term to the position of Commissioner (Alder or Resident).
TERM EXPIRES: 11-14-2028

PERSONNEL BOARD

*WALT JACKSON, Stoughton - appoint to the remainder of a three-year term to the position of Organized Labor Representative succeeding Anne Benishek-Clark.
TERM EXPIRES: 4-30-2028

Rationale: Walt Jackson is a retired City of Madison employee with 27+ years of service. He began his career with the city as a parking cashier, then served as a payroll clerk and master scheduler with the Madison Police Department. He has been involved in many pre- and post-Act 10 grievances with the City's Human Resources Department and AFSCME Local 60, and most recently City Employee Association Local 6000. He has served on numerous collective bargaining and meet & confer teams in various roles for the AFSCME local associations. In addition, he was one of the founding employee association members who worked on the post-Act 10 conversion of contract provisions into employee handbooks which are still in effect today.

SUSTAINABLE MADISON COMMITTEE

WYETH AUGUSTINE-MARCEIL (6th A.D.) - appoint to the remainder of a two-year term to the position of Second Alternate succeeding Natalie Lesnjak who assumed a regular position. Wyeth Augustine-Marceil is the sustainability engagement coordinator with the Dane County Department of Waste & Renewables.
TERM EXPIRES: 6-30-2026

WATER UTILITY BOARD

CURTIS A. WITYNSKI (11th A.D.) - reappoint to a five-year term to the position of Member. First appointed 10-8-2024.
TERM EXPIRES: 9-30-2030

Respectfully submitted,

Satya Rhodes-Conway
Mayor

City of Madison

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

Master

File Number: 86556

File ID:	86556	**File Type:**	Report	**Status:**	Presidential Business
Version:	1	**Reference:**		**Controlling Body:**	Council Office
				File Created Date :	12/27/2024
File Name:	Confirming the Madison Common Council meeting formats through March 24, 2026			**Final Action:**	

Title: Confirming the Madison Common Council meeting formats through March 24, 2026:
10/28/25 - Hybrid (Virtual & CCB 201)
11/11/25 (Budget) - Hybrid (Virtual & CCB 201)
11/12/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/13/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/25/25 - **Virtual**
12/9/25 - Hybrid (Virtual & CCB 201)
1/13/26 - Hybrid (Virtual & CCB 201)
1/27/26 - Hybrid (Virtual & CCB 201)
2/10/26 - Hybrid (Virtual & CCB 201)
2/24/26 - Hybrid (Virtual & CCB 201)
3/10/26 - Hybrid (Virtual & CCB 201)
3/24/26 - Hybrid (Virtual & CCB 201)

Notes:

Sponsors:		**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	lwindsor-engnell@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Office	12/27/2024	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER				

Action Text: This Report was RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER

Text of Legislative File 86556

Title
Confirming the Madison Common Council meeting formats through March 24, 2026:

10/28/25 - Hybrid (Virtual & CCB 201)
11/11/25 (Budget) - Hybrid (Virtual & CCB 201)
11/12/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/13/25 (Budget, if needed) - Hybrid (Virtual & CCB 201)
11/25/25 - **Virtual**
12/9/25 - Hybrid (Virtual & CCB 201)
1/13/26 - Hybrid (Virtual & CCB 201)
1/27/26 - Hybrid (Virtual & CCB 201)
2/10/26 - Hybrid (Virtual & CCB 201)
2/24/26 - Hybrid (Virtual & CCB 201)
3/10/26 - Hybrid (Virtual & CCB 201)
3/24/26 - Hybrid (Virtual & CCB 201)

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 89427

File ID:	89427	**File Type:**	Ordinance	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	AFFIRMATIVE ACTION COMMISSION
				File Created Date :	08/04/2025
File Name:	Contract City Funds Insurance			**Final Action:**	

Title: Creating Section 39.02(9)(a)2.k. of the Madison General Ordinances to include an exemption to certain contract requirements when purchasing insurance.

Notes: 6948ContractCityFundsInsurance

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Lara Mainella	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	08/04/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Affirmative Action Commission (10/2/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	AFFIRMATIVE ACTION COMMISSION			Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the AFFIRMATIVE ACTION COMMISSION. The motion passed by voice vote/other.					

Text of Legislative File 89427

Fiscal Note

No City appropriation required.

Title

Creating Section 39.02(9)(a)2.k. of the Madison General Ordinances to include an exemption to certain contract requirements when purchasing insurance.

Body

DRAFTER'S ANALYSIS: Section 39.02(9) requires certain contract language when the City spends $50,000 or more annually with a contractor, with limited exceptions. The City spends more than $50,000 per year to provide insurance coverage for its property, elected officials and employees, with various insurance providers, on the private market or groups such as

Wisconsin Municipal Mutual Insurance Company, of which the City is a member. This ordinance would exempt such payments from the clauses required by section 39.02(9).

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subparagraph k. of Paragraph 2. entitled “Contract” of Subdivision (a) entitled “Definitions” of Subsection (9) entitled “Contract Compliance Provisions” of Section 39.02 entitled “Affirmative Action Ordinance” of the Madison General Ordinances is created as follows:

> “k. Insurance contracts in which City funds are only paid for a premium for insurance coverage or the payment of a deductible.”

City of Madison

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

Master

File Number: 89683

File ID:	89683	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Change of Agent
Metcalfe Inc • dba Metcalfe Markets • 726 N Midvale Blvd
New Agent: Kelsey Peyton
Class A Beer, Class A Liquor
(District 11)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	8600-45273 Agent Change App.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89683

Title

Change of Agent
Metcalfe Inc • dba Metcalfe Markets • 726 N Midvale Blvd
New Agent: Kelsey Peyton
Class A Beer, Class A Liquor
(District 11)

City of Madison

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

Master

File Number: 89683

Liquor/Beer Agent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

(Agenda Item Number) –if change-

(Legistar file number) –if change- 8600-45273

(License number)

11 - Tishler
(Alder District # and Name)

Office Use Only

Class A: ☑ Beer, ☑ Liquor, ☐ Cider
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

- This application is for Liquor/Beer Agents for new alcohol licenses and for a change of Liquor/Beer Agent to an existing alcohol license.
  - If you are a **new** agent for a **new** license, there is no charge.
  - If this is a **change of agent**, there is a $10.00 charge.
- Please include a **background check form** and copy of your **picture ID** with this application.
- Please include documentation that you have taken **Beverage Server Training** or have held an **Operator's License** within the last two years.

To be completed by Corporate Officer or Member of LLC

I, William Jacobs, officer/member for Metcalfe Inc. (Corp/LLC),

doing business as Metcalfe Markets, authorize and appoint Kelsey Peyton
Name

as the liquor/beer agent for the premise located at 726 N. Midvale Blvd, Madison, WI 53705.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

William O... , 7/23/2025
Signature of corporate officer/member *Date*

To be completed by appointed Liquor/Beer Agent

I, Kelsey Peyton, appointed liquor/beer agent for Metcalfe Inc. (Corp/LLC),

being first duly sworn, affirm that I have full authority and control of the premise described

in this license, and I am involved in the actual conduct of the business as an employee, or have a direct

financial interest in the business of the licensee. The percent of the business I own is 0 %.

☑ I have included a copy of my photo ID and Beverage Server Training certificate/Operator's license.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

... , 7/14/25
Signature of corporate Agent *Date*

REV 09/2018

☑ Form submitted by mail/e-mail
Office Use Only

City of Madison

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

Master

File Number: 89684

File ID:	89684	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Change of Agent
Metcalfe Foods-West Inc • dba Metcalfe Markets • 7455 Mineral Point Rd
New Agent: Jason Zutter
Class A Beer, Class A Liquor
(District 9)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIA-20211-01722 Agent Change App.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89684

Title

Change of Agent
Metcalfe Foods-West Inc • dba Metcalfe Markets • 7455 Mineral Point Rd
New Agent: Jason Zutter
Class A Beer, Class A Liquor
(District 9)

City of Madison

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

Master

File Number: 89684

Liquor/Beer Agent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

Class A: ☑ Beer, ☑ Liquor, ☐ Cider
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

_____ *(Agenda Item Number) –if change-*

_____ *(Legistar file number) –if change-*

LICLIA-2011-01722 *(License number)*

9- Pritchett *(Alder District # and Name)*

Office Use Only

- This application is for Liquor/Beer Agents for new alcohol licenses and for a change of Liquor/Beer Agent to an existing alcohol license.
  - If you are a **new** agent for a **new** license, there is no charge.
  - If this is a **change of agent**, there is a $10.00 charge.
- Please include a **background check form** and copy of your **picture ID** with this application.
- Please include documentation that you have taken **Beverage Server Training** or have held an **Operator's License** within the last two years.

To be completed by Corporate Officer or Member of LLC

I, William Jacobs, officer/member for Metcalfe Foods-West Inc (Corp/LLC),

doing business as Metcalfe Markets, authorize and appoint Jason Zutter
Name

as the liquor/beer agent for the premise located at 7455 Mineral Point RD, Madison, WI 53717.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

William Jacobs, 7/23/2025
Signature of corporate officer/member *Date*

RECEIVED
JUL 31 2025
MADISON CITY CLERK

To be completed by appointed Liquor/Beer Agent

I, Jason Zutter, appointed liquor/beer agent for Metcalfe Foods-West Inc (Corp/LLC),

being first duly sworn, affirm that I have full authority and control of the premise described

in this license, and I am involved in the actual conduct of the business as an employee, or have a direct

financial interest in the business of the licensee. The percent of the business I own is 0 %.

☑ I have included a copy of my photo ID and Beverage Server Training certificate/Operator's license.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

[signature], 07-07-2025
Signature of corporate Agent *Date*

REV 09/2018

☑ Form submitted by mail/e-mail
Office Use Only

City of Madison

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

Master

File Number: 89685

File ID:	89685	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Change of Agent
Ian's Pizza Frances LLC • dba Ian's Pizza • 319 N Frances St
New Agent: Aaron Brown
Class B Beer, Class C Wine
(District 2)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2022-01048 Agent Change App.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89685

Title

Change of Agent
Ian's Pizza Frances LLC • dba Ian's Pizza • 319 N Frances St
New Agent: Aaron Brown
Class B Beer, Class C Wine
(District 2)

City of Madison

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

Master

File Number: 89685

RECEIVED
JUL 22 2025
MADISON CITY CLERK

Liquor/Beer Agent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

_____ *(Agenda Item Number) –if change-*

_____ *(Legistar file number) –if change-*

LLLB-2022-01048 *(License number)*

2 Ochowicz *(Alder District # and Name)*

Office Use Only

Class A: Beer, Liquor, Cider
Class B: Beer, Liquor,
☐ Class C Wine

- This application is for Liquor/Beer Agents for new alcohol licenses and for a change of Liquor/Beer Agent to an existing alcohol license.
  - If you are a **new** agent for a **new** license, there is no charge.
  - If this is a **change of agent**, there is a $10.00 charge.
- Please include a **background check form** and copy of your **picture ID** with this application.
- Please include documentation that you have taken **Beverage Server Training** or have held an **Operator's License** within the last two years.

To be completed by Corporate Officer or Member of LLC

I, Nick Martin, officer/member for Ians Pizza Frances (Corp/LLC), doing business as Ian's Pizza, authorize and appoint Aaron Brown *Name* as the liquor/beer agent for the premise located at 319 N Frances St, Madison, WI.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

_____, 7/7/2025
Signature of corporate officer/member *Date*

To be completed by appointed Liquor/Beer Agent

I, Aaron Brown, appointed liquor/beer agent for Ians Pizza Frances (Corp/LLC), being first duly sworn, affirm that I have full authority and control of the premise described in this license, and I am involved in the actual conduct of the business as an employee, or have a direct financial interest in the business of the licensee. The percent of the business I own is 0 %.

☐ I have included a copy of my photo ID and Beverage Server Training certificate/Operator's license.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Aaron Brown, 7/7/2025
Signature of corporate Agent *Date*

REV 09/2018

☐ Form submitted by mail/e-mail
Office Use Only

City of Madison

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

Master

File Number: 89686

File ID:	89686	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: Change of Agent
Kwik Trip Inc • dba Kwik Trip 1522 • 6202 Schroeder Rd
New Agent: Marsha M Kruse-Velasco
Class A Beer, Class A Cider
(District 19)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIA-2020-00793 Agent Change App (6).pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89686

Title

Change of Agent
Kwik Trip Inc • dba Kwik Trip 1522 • 6202 Schroeder Rd
New Agent: Marsha M Kruse-Velasco
Class A Beer, Class A Cider
(District 19)

LICLIA-2020-00793

385

(Agenda Item Number) -if change-

(Legistar file number) -if change-

(License number)

(Alder District # and Name)

Office Use Only

19 - GUERRIERRE

Liquor/Beer Agent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

Class A: ☒ Beer, ☐ Liquor, ☒ Cider
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

- This application is for Liquor/Beer Agents for new alcohol licenses and for a change of Liquor/Beer Agent to an existing alcohol license.
  - If you are a **new** agent for a **new** license, there is no charge.
  - If this is a **change of agent**, there is a $10.00 charge.
- Please include a **background check form** and copy of your **picture ID** with this application.
- Please include documentation that you have taken **Beverage Server Training** or have held an **Operator's License** within the last two years.

To be completed by Corporate Officer or Member of LLC

I, Scott P. Zietlow, officer/member for Kwik Trip, Inc. (Corp/LLC),

doing business as Kwik Trip 1522, authorize and appoint Marsha M. Kruse-Velasco
Name

as the liquor/beer agent for the premise located at 6202 Schroeder Rd., Madison, WI 53711

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Scott P. Zietlow — 7/14/25
Signature of corporate officer/member *Date*
Scott P. Zietlow

To be completed by appointed Liquor/Beer Agent

I, Marsha M. Kruse-Velasco, appointed liquor/beer agent for Kwik Trip, Inc. (Corp/LLC),

being first duly sworn, affirm that I have full authority and control of the premise described in this license, and I am involved in the actual conduct of the business as an employee, or have a direct financial interest in the business of the licensee. The percent of the business I own is 0 %.

☒ I have included a copy of my photo ID and Beverage Server Training certificate/Operator's license.

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

X Marsha M. Kruse-Velasco — 7/18/25
Signature of corporate Agent *Date*
Marsha M. Kruse-Velasco

REV 09/2018

☐ Form submitted by mail/e-mail
Office Use Only

City of Madison

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

Master

File Number: 89691

File ID:	89691	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: 21+ Entertainment License
The Green Room Public House LLC • dba The Green Room
Capacity (in/out): 60/0
2001 Atwood Ave • Agent: John Hardy
Class B Combination Liquor & Beer • 80% alcohol, 20% food
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICENT-2025-00714 App_Redacted.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER				Pass

Action Text: A motion was made by Figueroa Cole, seconded by Verveer, to RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER. The motion passed by voice vote/other.

The condition is:
1. Entertainment shall cease by midnight.

Two registrations in support.

Notes: The condition is:
1. Entertainment shall cease by midnight.

Text of Legislative File 89691

Title

21+ Entertainment License
The Green Room Public House LLC • dba The Green Room
Capacity (in/out): 60/0
2001 Atwood Ave • Agent: John Hardy
Class B Combination Liquor & Beer • 80% alcohol, 20% food
Police Sector 410 (District 6)

Entertainment License

Permanent

RECEIVED
JUL 22 2025
MADISON CITY CLERK

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703
licensing@cityofmadison.com
608-266-4601

(Agenda Item Number) _____

(Legistar file number) _____

LICENT-2025-00714
(License number)

6 (Alder District #) 410 (Police Sector)

Office Use Only

~~Class A: ☐ Beer, ☐ Liquor, ☐ Cider~~

Class B: ☐ Beer, ☐ Liquor, ☐ Class C Wine

Type of entertainment license: ☒ Entertainment License (21+) ☐ Visual & Performing Arts License (18+)

Licensed Premises Information

This application modifies existing alcohol license number (if applicable): LICLIB-2025-00103 (Class B license only)

Business dba Name: The Green Room

Licensed Address: 2001 Atwood Avenue

Premise Capacity: 60 Liquor/Beer Agent Name: John Hardy

80 % Alcohol, 20 % Food, ____ % Other Alder, District #: 15 Police Sector: East

Corporate Information

Business Legal Name (as on WI State Sellers Permit): The Green Room Public House

Business Mailing Address: 2001 Atwood Avenue

Business Contact Name, Position: John Hardy, Co-Owner

Business Phone: 608 283 9246 Business Email: John@greenroommadison.com

Corporate Officers, Partners, or Sole Proprietor's information:

Name	Address	Title
Dovi Zarbock	2001 Atwood Avenue	Owner

☒ Security Plan attached *(21+ must complete page 2, 18+ must completed pages 2 and 3)*

☐ I have contacted Zoning (zoning@cityofmadison.com, 608-266-4551) for necessary approvals.

☒ I certify that this information is true and correct to the best of my knowledge.

X _____ 7/22/2025
Signature *Date*

☐ Orange sign and business card issued

☐ "License Renewals & Changes" brochure with next steps issued

Office Use Only

REV 09/2018

Entertainment and Security Information

Live entertainment includes (check all that apply): ☒ Live Music ☒ Disc Jockey ☐ Designated Dance Floor

Live entertainment does not include non-amplified or acoustic music performed by a single artist, or performances where an uncompensated patron sings along with a machine that plays pre-recorded music, commonly known as karaoke.

Type of live entertainment to be offered: small 2-3 piece bands and solo acts

Number of security personnel and how they will be utilized: 1 door, 1 floor, 1 manager

Description of clothing to identify security personnel: STAFF shirts

Plan to handle control and clearance of the parking lot during hours of operation and at closing time: Parking lot monitored as usual, music will not go until close

How will the entrance line be managed and controlled: If a line occurs, ropes towards closed businesses on the street. Plan on more of a background ambience.

Plan for unruly patrons, intoxicated patrons, and physical disturbances: door & bar staff de-escalating situations learned in responsible alcohol classes

Underage drinking and fake ID plan: confiscate all fake ID's and store for police pick-up. Scanner at the door.

Plan to control and supervise patrons under twenty-one (21) years of age: no plan to allow under 21 during live music

How will orderly appearance and operation of the premises be maintained in regard to litter and noise: all music ends before bar close, sweeping on front, ©

Management Personnel

Name	Date of Birth	Name	Date of Birth
John Hardy	[redacted]		

City of Madison

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

Master

File Number: 89692

File ID: 89692 **File Type:** License **Status:** Report of Officer

Version: 1 **Reference:** **Controlling Body:** ALCOHOL LICENSE REVIEW COMMITTEE

File Created Date : 08/22/2025

File Name: **Final Action:**

Title: 21+ Entertainment License
Bernell LLC • dba Bernell's
Capacity (in/out): 99/0
2513 Seiferth Rd • Agent: Rita Adair
Class B Combination Liquor & Beer • 60% alcohol, 40% food
Police Sector 619 (District 16)

Notes:

Sponsors: **Effective Date:**

Attachments: LICENT-2025-00788 App_Redacted.pdf **Enactment Number:**

Author: **Hearing Date:**

Entered by: jverbick@cityofmadison.com **Published Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 89692

Title

21+ Entertainment License
Bernell LLC • dba Bernell's
Capacity (in/out): 99/0
2513 Seiferth Rd • Agent: Rita Adair
Class B Combination Liquor & Beer • 60% alcohol, 40% food

Police Sector 619 (District 16)

Entertainment License

Permanent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

(Agenda Item Number)

(Legistar file number)

LICENT-
(License number)

16 (Alder District #) 619 (Police Sector)

Office Use Only

~~Class A: ☐ Beer, ☐ Liquor, ☐ Cider~~
Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

Type of entertainment license: ☒ Entertainment License (21+) ☐ Visual & Performing Arts License (18+)

Licensed Premises Information

This application modifies existing alcohol license number (if applicable): _____ (Class B license only)

Business dba Name: Bernell's

Licensed Address: 2513 Seventh Rd Madison WI. 53716

Premise Capacity: 99 Liquor/Beer Agent Name: Rita Adair

60 % Alcohol, 40 % Food, ____ % Other Alder, District #: 16 Police Sector: East

Corporate Information

Business Legal Name (as on WI State Sellers Permit): Bernell's

Business Mailing Address: 2513 Seventh Rd Madison WI. 53716

Business Contact Name, Position: Rita Adair Agent/owner

Business Phone: 608 213 1200 Business Email: ritaadair3@gmail.com

Corporate Officers, Partners, or Sole Proprietor's information:

Name	Address	Title

☒ Security Plan attached *(21+ must complete page 2, 18+ must completed pages 2 and 3)*

☐ I have contacted Zoning (zoning@cityofmadison.com, 608-266-4551) for necessary approvals.

☒ I certify that this information is true and correct to the best of my knowledge.

X Rita Adair
Signature

8-13-25
Date

☐ Orange sign and business card issued

☐ "License Renewals & Changes" brochure with next steps issued

Office Use Only

REV 09/2018

Entertainment and Security Information

Live entertainment includes (check all that apply): ☐ Live Music ☐ Disc Jockey ☐ Designated Dance Floor

Live entertainment does not include non-amplified or acoustic music performed by a single artist, or performances where an uncompensated patron sings along with a machine that plays pre-recorded music, commonly known as karaoke.

Type of live entertainment to be offered: Band

Number of security personnel and how they will be utilized: 2 Door, facility and parking lot

Description of clothing to identify security personnel: professional security uniforms

Plan to handle control and clearance of the parking lot during hours of operation and at closing time: Security will have scheduled sight time in parking lot during entertainment and after closing

How will the entrance line be managed and controlled: A staff will host the door for tickets and observance

Plan for unruly patrons, intoxicated patrons, and physical disturbances: Staff will be trained on mediction and there will be a plan for support from other staff, manager & security.

Underage drinking and fake ID plan: training, black light and bill pen.

Plan to control and supervise patrons under twenty-one (21) years of age: manager and security will request they leave and list them in the underage/violation book

How will orderly appearance and operation of the premises be maintained in regard to litter and noise: Lights & cameras are potition around inside and outside of building. Staff will be hired to maintain the grounds.

Management Personnel

Name	Date of Birth	Name	Date of Birth
Rita Adair	[redacted]		

Additional Required Items for Visual and Performing Arts License (18+)

1. ☒ I understand all patrons must be at least eighteen (18) years of age to enter and remain on the premise.

2. *Patrons under the age of twenty-one (21) may be allowed on the premise only for the purpose of live entertainment. Such shows must be designated as eighteen (18) and up shows and the entertainment must begin and end at a specified time. Patrons under the age of twenty-one (21) shall not be on the premise more than thirty (30) minutes before the scheduled live entertainment and must be off the premise within thirty (30) minutes of the live entertainment concluding.*

Plan to ensure compliance with time requirements for patrons under the age of twenty-one (21):

The door person will card & remove underage person with staff assistance

3. *Patrons under the age of twenty-one (21) may only be on the portion of the licensed premise where the live entertainment is occurring with the exception of incidental use of the restroom facilities and procuring a non-alcoholic beverage from the barroom. Under no circumstances will underage patrons be allowed to linger in a barroom that is separate from the live entertainment portion of the premise.*

Plan to limit patrons under the age of twenty-one (21) to appropriate areas:

they must be accompanied by parent / guardian and stay seated at the table. Staff will observe

4. ☒ I understand written notification **must** be provided to the Captain of the police district in which the establishment is located at least five (5) days prior to **all** eighteen (18) and up live entertainment performances. The notification shall include a detailed description of the performance including start and end times.

5. ☒ I understand only one (1) eighteen (18) and up live entertainment event may be held per week.

6. ☒ I agree not to sell more than one alcoholic beverage to an eligible patron in a single transaction during eighteen (18) and up live entertainment events and shall prohibit a patron from carrying more than one alcoholic beverage from a bar or drink dispensing location during eighteen (18) and up live entertainment events.

7. ☒ I agree to comply with the identification requirements in Sec. 38.04(6), MGO, relating to conspicuously identifying patrons who are twenty-one (21) years of age and older.

City of Madison

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

Master

File Number: 89693

File ID:	89693	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	08/22/2025
File Name:				**Final Action:**	

Title: 21+ Entertainment License
Bur OaK LLC • dba The Bur OaK
Capacity (in/out): 175/20
2262 Winnebago St • Agent: Corey Lockett
Class B Combination Liquor & Beer • 90% alcohol, 10% food
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICENT-2025-00807 App_Redacted.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER				Pass

Action Text: A motion was made by Glenn, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT WITH CONDITIONS - REPORT OF OFFICER. The motion passed by voice vote/other.

The conditions are:
1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.
2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

Two registrations in support.

Notes: The conditions are:
1. Entertainment must end by 10:30pm on Sunday - Wednesday and by 11pm on Thurs - Saturday.

2. Establishment must close by 11pm on Sunday - Wednesday and by midnight on Thursday - Saturday.
3. Sound level must not exceed 45 dbs at the property line.
4. Patio must close at 10pm, daily.
5. No outdoor amplified sound.

Text of Legislative File 89693

Title

21+ Entertainment License
Bur OaK LLC • dba The Bur OaK
Capacity (in/out): 175/20
2262 Winnebago St • Agent: Corey Lockett
Class B Combination Liquor & Beer • 90% alcohol, 10% food
Police Sector 410 (District 6)

Entertainment License

Permanent

City of Madison Clerk
210 MLK Jr Blvd, Room 103
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

397

(Agenda Item Number)

(Legistar file number)

LICENT-
(License number)

(Alder District #) (Police Sector)

Office Use Only

~~Class A: ☐ Beer, ☐ Liquor, ☐ Cider~~

Class B: ☐ Beer, ☐ Liquor,
☐ Class C Wine

Type of entertainment license: ☑ Entertainment License (21+) ☐ Visual & Performing Arts License (18+)

Licensed Premises Information

This application modifies existing alcohol license number (if applicable): _____
(Class B license only)

Business dba Name: The Bur Oak

Licensed Address: 2262 Winnebago, Madison WI

Premise Capacity: 150 Liquor/Beer Agent Name: Corey Lockett

90 % Alcohol, ____ % Food, 10 % Other Alder, District #: Davey Mayer 6 Police Sector: East?

Corporate Information

Business Legal Name (as on WI State Sellers Permit): The Bur Oak LLC

Business Mailing Address: 2262 Winnebago St. Madison wi 53704

Business Contact Name, Position: Kristoffer Christensen

Business Phone: 608-640-4380 Business Email: toffer@t-presents.com

Corporate Officers, Partners, or Sole Proprietor's information:

Name	Address	Title
Corey Lockett	315. N 5th street	Partner
Kristoffer Christensen	902 Lawrence St.	Partner

☑ Security Plan attached *(21+ must complete page 2, 18+ must completed pages 2 and 3)*

☐ I have contacted Zoning (zoning@cityofmadison.com, 608-266-4551) for necessary approvals. If necessary

☑ I certify that this information is true and correct to the best of my knowledge.

X Corey Lockett 8/11/2025
Signature *Date*

☐ Orange sign and business card issued

☐ "License Renewals & Changes" brochure with next steps issued

Office Use Only

REV 09/2018

Entertainment and Security Information

Live entertainment includes (check all that apply): ☑ Live Music ☑ Disc Jockey ☐ Designated Dance Floor

Live entertainment does not include non-amplified or acoustic music performed by a single artist, or performances where an uncompensated patron sings along with a machine that plays pre-recorded music, commonly known as karaoke.

Type of live entertainment to be offered: Jazz, Funk, Folk, Rock, Alt Rock, Blues, Jam Band

Number of security personnel and how they will be utilized: Security is the job of the entire staff

Staff members at the front check ids, bartenders, mangers and sound crew monitor the crowd.

Description of clothing to identify security personnel: We have found that a specific uniform is not necessary

Plan to handle control and clearance of the parking lot during hours of operation and at closing time:

Parking lot is small and when the show is over people leave, if necessary our staff will inform people to leave however it hasnt been much of an issue.

How will the entrance line be managed and controlled: We rarely have a huge line, but we have ropes and staff to organize such issues

Plan for unruly patrons, intoxicated patrons, and physical disturbances: Plan is to control the situation if that is not possible, then we will call law enforement

Underage drinking and fake ID plan: Our show are 21+

Plan to control and supervise patrons under twenty-one (21) years of age: Nope

How will orderly appearance and operation of the premises be maintained in regard to litter and noise:

We have a cleaning crew and our building has been built to control excess noise polution.

Management Personnel

Name	Date of Birth	Name	Date of Birth
Corey Lockett	[redacted]		
Kristoffer Christensen	[redacted]		
Mike Madden			

City of Madison

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

Master

File Number: 90028

File ID:	90028	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	09/12/2025
File Name:				**Final Action:**	

Title: Entity Reorganization
Metcalfe Foods West Inc • dba Metcalfe's West Towne
7455 Mineral Point Rd
Class A Beer, Class A Liquor
Police Sector 124 (District 9)
New LLC: Metcalfe Foods West LLC

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIA-2011-01722 Entity Change.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

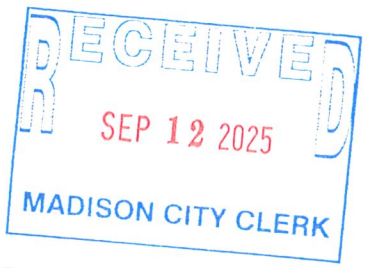
Text of Legislative File 90028

Title
Entity Reorganization
Metcalfe Foods West Inc • dba Metcalfe's West Towne
7455 Mineral Point Rd
Class A Beer, Class A Liquor
Police Sector 124 (District 9)
New LLC: Metcalfe Foods West LLC

DORSEY
DORSEY+WHITNEY LLP

BRIAN B. BELL
Partner; Local Department Head Regulatory Affairs
(612) 492-6178
bell.brian@dorsey.com

September 9, 2025



VIA FIRST CLASS MAIL & POSTAL SERVICE

City Clerk's Office
210 Martin Luther King Jr Blvd
Room 105, Madison Municipal Building
Madison, WI 53703

Re: Metcalfe Foods West Inc., Liquor License No. LICLIA-2011-01722

To Whom It May Concern:

I write on behalf of Metcalfe Foods West Inc. d/b/a Metcalfe's West Towne (Metcalfe) who currently holds Liquor License No. LICLIA-2011-01722 to notify the City of Madison of the conversion of Metcalfe to a limited liability company. As a threshold matter, I note that Wisconsin Statutes does not require liquor licensees to notify municipalities of conversions of corporations to limited liability companies before the conversion. Wisconsin Statute § 125.04(3)(h) states only that "[w]ithin 30 days of any change in any fact set out in an application for a license or permit to sell alcohol beverages, the licensee or permittee shall file with the issuing authority a written description of the changed fact." This statute requires notification of the change only 30 days after the change occurs. Nevertheless, I understand from Madison Deputy Clerk Jim Verbick that the City requires pre-application notice of the conversion from a corporation to a limited liability company and that this notification must be approved by the City. Deputy Clerk Verbick asked us to provide a letter explaining the change.

Based on information we have been provided by our client, we understand that Metcalfe currently plans to convert from a corporation to a limited liability company on September 22, 2025. This conversion date may change. Accordingly, no change in the licensee registration should be made until receiving confirmation that the conversion has occurred. I will provide that confirmation once the conversion is complete. This conversion will be formless. The officers of Metcalfe will become members of the limited liability company. There will be no change in the owners of Metcalfe. Neither Metcalfe's federal employer identification number nor state sales and use tax number will change. The operations of Metcalfe will not change due to the conversion.

Sincerely,

DORSEY & WHITNEY LLP



Brian B. Bell
Partner; Local Department Head Regulatory Affairs

cc: Amanda McReynolds

City of Madison

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

Master

File Number: 90029

File ID:	90029	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	09/12/2025
File Name:				**Final Action:**	

Title: Entity Reorganization
Metcalfe Inc • dba Metcalfe's Hilldale
726 N Midvale Blvd
Class A Beer, Class A Liquor
Police Sector 215 (District 11)
New LLC: Metcalfe LLC

Notes:

Sponsors:		**Effective Date:**	
Attachments:	8600-45273 Entity Change.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 90029

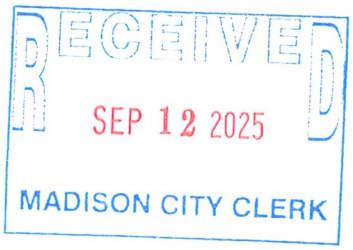
Title
Entity Reorganization
Metcalfe Inc • dba Metcalfe's Hilldale
726 N Midvale Blvd
Class A Beer, Class A Liquor
Police Sector 215 (District 11)
New LLC: Metcalfe LLC

DORSEY
DORSEY+WHITNEY LLP

BRIAN B. BELL
Partner; Local Department Head Regulatory Affairs
(612) 492-6178
bell.brian@dorsey.com

September 9, 2025

VIA FIRST CLASS MAIL & POSTAL SERVICE



City Clerk's Office
210 Martin Luther King Jr Blvd
Room 105, Madison Municipal Building
Madison, WI 53703

Re: Metcalfe's Inc, Liquor License No. 8600-45273

To Whom It May Concern:

I write on behalf of Metcalfe's Inc d/b/a Metcalfe's Hilldale (Metcalfe) who currently holds Liquor License No. 8600-45273 to notify the City of Madison of the conversion of Metcalfe to a limited liability company. As a threshold matter, I note that Wisconsin Statute does not require liquor licensees to notify municipalities of conversions of corporations to limited liability companies before the conversion. Wisconsin Statutes § 125.04(3)(h) states only that "[w]ithin 30 days of any change in any fact set out in an application for a license or permit to sell alcohol beverages, the licensee or permittee shall file with the issuing authority a written description of the changed fact." This statute requires notification of the change only 30 days after the change occurs. Nevertheless, I understand from Madison Deputy Clerk Jim Verbick that the City requires pre-application notice of the conversion from a corporation to a limited liability company and that this notification must be approved by the City. Deputy Clerk Verbick asked us to provide a letter explaining the change.

Based on information we have been provided by our client, we understand that Metcalfe currently plans to convert from a corporation to a limited liability company on September 22, 2025. This conversion will be formless. This conversion date may change. Accordingly, no change in the licensee registration should be made until receiving confirmation that the conversion has occurred. I will provide that confirmation once the conversion is complete. The officers of Metcalfe will become members of the limited liability company. There will be no change in the owners of Metcalfe. Neither Metcalfe's federal employer identification number nor state sales and use tax number will change. The operations of Metcalfe will not change due to the conversion.

Sincerely,

DORSEY & WHITNEY LLP

Brian B. Bell
Partner; Local Department Head Regulatory Affairs

cc: Amanda McReynolds (via email)

City of Madison

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

Master

File Number: 90030

File ID:	90030	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	ALCOHOL LICENSE REVIEW COMMITTEE
				File Created Date :	09/15/2025
File Name:				**Final Action:**	

Title: Request to extend license issuance beyond the 180 day limit under MGO 38.05
Rotunda Cafe LLC • dba Rotunda Cafe
1965 Atwood Ave • Agent: Melissa Schoechert
Estimated Capacity (in/out): 150/0
Class B Combination Liquor & Beer • 10% alcohol, 90% food
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	Re _ Rotunda Cafe Liquor License extension.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	ALCOHOL LICENSE REVIEW COMMITTEE	09/17/2025	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Verveer, seconded by Figueroa Cole, to RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER. The motion passed by voice vote/other.

One registration in support.

Text of Legislative File 90030

Title

Request to extend license issuance beyond the 180 day limit under MGO 38.05
Rotunda Cafe LLC • dba Rotunda Cafe
1965 Atwood Ave • Agent: Melissa Schoechert
Estimated Capacity (in/out): 150/0
Class B Combination Liquor & Beer • 10% alcohol, 90% food
Police Sector 410 (District 6)

City of Madison

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

Master

File Number: 90030

From: chip cruz
To: Verbick, Jim; Melissa Schoechert
Subject: Re : Rotunda Cafe Liquor License extension
Date: Saturday, September 13, 2025 3:11:55 PM

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

Hello Jim,

Thank you again for talking the time to talk to me. We really appreciate it.

We would also like to formally request an extension for the issuance of said liquor license.

As discussed, we have been in contact with the Fire Marshall.

As you know, we are absolutely willing to lower the proposed capacity without question.

What is in question and is becoming increasingly difficult to navigate is how deal with a sprinkler system in the space which we do not own.

However, our landlord is expecting us to pay for this renovation on their historic building and pay for this.

Obviously, this means our business will not only not be able attain a liquor license but effectively go out of business entirely.

We do need time access other possible solutions and have been thankful for the guidance from the fire Marshall.

A scenario does exist to possibly alter the space entirely by roughly 450 sq ft which possibly could alleviate the need for a sprinkler system.

At this point we are hoping the City will consider working with us to find alternative solutions and avoid what started off as a small business trying to grow and now facing extinction.

Thank you for your time and consideration,

Chip and Melissa Cruz

414-870-4666

City of Madison

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

Master

File Number: 89254

File ID:	89254	**File Type:**	Ordinance	**Status:**	Report of Officer
Version:	2	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	07/22/2025
File Name:	Street Tree Protection			**Final Action:**	

Title: SUBSTITUTE: Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Notes: 6980StreetTreeProtection

Sponsors:	Satya V. Rhodes-Conway, Michael E. Verveer, Tag Evers, Davy Mayer, Will Ochowicz And Bill Tishler	**Effective Date:**	
Attachments:	89254 Body - Version 2, Tree Protection Specifications-Proposed Updates.pdf, Tree Protection Ord Changes (7.22.25).pdf, 89254 Public Comment 8-9-25.pdf, Public Comments 8-10-25.pdf, Public Comments 8-11-25.pdf, Public Comment 8-20-25.pdf, Public Comment 8-22-25.pdf, Public Comments 8-25-25.pdf, File 89254 -- FC Comment 08.25.25.pdf, Tree Protection Specifications-Proposed Updates (08.28.25).pdf, Public Comment Save Our Street trees 9-1-25.pdf, Public Comment 89254-Tree protections 9-2-25.pdf, Public Comment 89254 Support for Trees 9-2-25.pdf, Public Comments on Street Tree Protection Ordinance 9-3-25.pdf, 89254 Body - Version 1, 89254 Master Report - Version 1, Public Comment - Smart Growth's Concerns re Street Tree Protection Ordinance.pdf, 090325-091625_CC_public_comments.pdf, Public Comment re legistar 89254.pdf	**Enactment Number:**	
Author:	Doran Viste	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	07/22/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction

Notes: Board of Public Works (9/3/25), Plan Commission (8/11/25), Sustainable Madison Committee (8/20/25), Finance Committee (8/25/25), Common Council (9/16/25)

1	COMMON COUNCIL	08/05/2025	Refer	BOARD OF PUBLIC WORKS	09/03/2025	Pass

Action Text: A motion was made by Govindarajan, seconded by Guequierre, to Refer to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.

Notes: Additional referrals to Plan Commission, Sustainable Madison Committee, Finance Committee.

1	BOARD OF PUBLIC WORKS	08/05/2025	Referred	PLAN COMMISSION	08/25/2025

Action Text: This Ordinance was Referred to the PLAN COMMISSION

1	BOARD OF PUBLIC WORKS	08/05/2025	Referred	SUSTAINABLE MADISON COMMITTEE	08/25/2025

Action Text: This Ordinance was Referred to the SUSTAINABLE MADISON COMMITTEE

1	BOARD OF PUBLIC WORKS	08/05/2025	Referred	FINANCE COMMITTEE	08/25/2025

Action Text: This Ordinance was Referred to the FINANCE COMMITTEE

1	PLAN COMMISSION	08/11/2025	Re-refer	PLAN COMMISSION	08/25/2025	08/25/2025	Pass

Action Text: A motion was made by Field, seconded by Solheim, to Re-refer to the PLAN COMMISSION and should be returned by 8/25/2025. The motion passed by voice vote/other.

Notes: On a motion by Alder Field, seconded by Solheim, the Plan Commission recommended to re-refer the Ordinance to the August 25, 2025 Plan Commission meeting.

1	FINANCE COMMITTEE	08/25/2025	Return to Lead with the Recommendation for Approval	BOARD OF PUBLIC WORKS	09/03/2025	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other. Alder Figueroa Cole voted "no" on the item.

1	SUSTAINABLE MADISON COMMITTEE	08/25/2025	Return to Lead with the Recommendation for Approval	BOARD OF PUBLIC WORKS	09/17/2025

Action Text: A motion was made by Alder Mayer, seconded by Samantha Worden to Recommend to Council to Adopt. The motion passed by unanimous consent (Erinn Monroe-Nye abstained).

1	PLAN COMMISSION	08/25/2025	Return to Lead with the Recommendation for Approval		Pass

Action Text: A motion was made by Field, seconded by Guequierre, to Return to Lead with the Recommendation for Approval to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.

Notes: On a motion by Alder Field, seconded by Alder Guequierre, the Plan Commission returned the item to the Board of Public Works with a recommendation to approve and asked that the sponsors or the Board of Public Works consider further clarification on the following: 1) That the tree radius is what is used in the policy and the tree protection zone within the radius is confined to the public right-of-way, 2) That the street permit related consequences are applicable to unauthorized tree damage or removal, specifically the word “unauthorized”, 3) Where there could be a conflict with other city policies regarding placing property entrances in locations that would otherwise be prohibited but where a street tree is not present, and 4) The process for the revocation of permits and the appeal process to the Board of Public Works.

1	BOARD OF PUBLIC WORKS	09/03/2025	RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - REPORT OF OFFICER		Pass

Action Text: A motion was made by Ald. Guequierre, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL WITH THE FOLLOWING RECOMMENDATIONS - REPORT OF OFFICER to refer back to the Board of Public Works The motion passed by voice vote/other.

Notes: A motion was made by Ald. Guequierre, seconded by Ald. Lankella, to refer back to the Board of Public Works. The motion passed by voice vote/other.
Lead agency is Board of Public Works (9/17/25), Common Council (10/7/25)

2	COMMON COUNCIL	09/16/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Refer to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.

2	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER			Pass

Action Text: A motion was made by Meisenheimer, seconded by Stern, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89254

Fiscal Note

The proposed ordinance changes are to enhance the City's street tree protection and to establish a Street Tree Replacement Fund.

Street Tree Protection will be enhanced by applying fines to violations of the existing Tree Protection Specifications of the City's Standard Specifications for Public Works Construction. This ordinance includes a comprehensive structure of fines.

The purpose of the Street Tree Replacement Fund is to establish a mechanism whereby the City and the public will be made whole for the removal of a street tree. Under the ordinance, any person who removes, or causes the removal of a street tree, is required to replace the tree or reimburse the City for the value of the tree by paying into the Street Tree Replacement fund. The value of a tree would be determined by the City Forester's Street Tree Valuation Policy. These funds may only be used by the Streets or Engineering Divisions, with the approval of the City Forester, to purchase and plant trees, or complete other work related to maintaining the City's street tree stock. The City would also be able to accept private donations and other contributions to maintaining the urban forest through this fund. Revenues and expenditure from this fund would be budgeted in future years.

Title

SUBSTITUTE: Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Body

DRAFTER'S ANALYSIS: This ordinance makes numerous changes to the City's ordinances to enhance the City's protection of its street trees.

Under the ordinance, and in combination with contemporaneous changes to the Tree Protection Specifications of the City's Standard Specifications for Public Works Construction, additional requirements will be placed on users of the public rights-of-way to identify street tree related conflicts earlier, to take precautions to protect street trees from damage, injury or removal if possible, and to require tree replacement and reestablishment where removals occur. These changes are being made to and incorporated within several permits: the right-of-way excavation permit under Section 10.05; the street occupation permit under Section 10.055; driveway permits under Section 10.08; and tree trimming, pruning and removal permits under Section 10.101. Permittees will be required to identify impacted trees at the time of application, obtain prior permission for any tree removal, and abide by the Tree Protection Specifications for any associated work. Permits may be denied if street tree impacts will occur, and permits may be revoked if street trees are damaged or removed without authority. Where street trees are removed by third parties, persons will be required to replace and reestablish street trees, which may include planting new trees or payment to the newly established Street Tree Replacement Fund, the proceeds of which will be used by the City to support the planting, establishment and protection of street trees. The goal will be to make the City whole for its loss,

and provide more incentive for right-of-way users to avoid impacting street trees if possible, particularly mature, well-established trees that cannot be adequately replaced. Sec. 4.085(2)(c) is also being amended to make it clear that the costs incurred by the Urban Forestry Program that are funded by third party payments to the Street Tree Replacement Fund are not duplicative of those costs attributable to the Urban Forestry Special Charge.

This SUBSTITUTE updates the proposed penalty language in 10.05(11)(d)2 and 10.055(4)(s)2 to make it clear that only unauthorized tree removals will be penalized under these paragraphs. Also, ordinance cross reference typos are being corrected.

This ordinance will go into effect on January 1, 2026.

****

Please see Legistar File No. 89254 Body - Version 2 in Attachments.

Legistar File No. 89254 Body - Version 2

DRAFTER'S ANALYSIS: This ordinance makes numerous changes to the City's ordinances to enhance the City's protection of its street trees.

Under the ordinance, and in combination with contemporaneous changes to the Tree Protection Specifications of the City's Standard Specifications for Public Works Construction, additional requirements will be placed on users of the public rights-of-way to identify street tree related conflicts earlier, to take precautions to protect street trees from damage, injury or removal if possible, and to require tree replacement and reestablishment where removals occur. These changes are being made to and incorporated within several permits: the right-of-way excavation permit under Section 10.05; the street occupation permit under Section 10.055; driveway permits under Section 10.08; and tree trimming, pruning and removal permits under Section 10.101. Permittees will be required to identify impacted trees at the time of application, obtain prior permission for any tree removal, and abide by the Tree Protection Specifications for any associated work. Permits may be denied if street tree impacts will occur, and permits may be revoked if street trees are damaged or removed without authority. Where street trees are removed by third parties, persons will be required to replace and reestablish street trees, which may include planting new trees or payment to the newly established Street Tree Replacement Fund, the proceeds of which will be used by the City to support the planting, establishment and protection of street trees. The goal will be to make the City whole for its loss, and provide more incentive for right-of-way users to avoid impacting street trees if possible, particularly mature, well-established trees that cannot be adequately replaced. Sec. 4.085(2)(c) is also being amended to make it clear that the costs incurred by the Urban Forestry Program that are funded by third party payments to the Street Tree Replacement Fund are not duplicative of those costs attributable to the Urban Forestry Special Charge.

This SUBSTITUTE updates the proposed penalty language in 10.05(11)(d)2 and 10.055(4)(s)2 to make it clear that only unauthorized tree removals will be penalized under these paragraphs. Also, ordinance cross reference typos are being corrected.

This ordinance will go into effect on January 1, 2026.

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The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision (c) entitled "Program Costs" of Subsection (2) entitled "Definitions" of Section 4.095 entitled "Urban Forestry Special Charge" of the Madison General Ordinances is amended as follows:

"(c) Program Costs. The Urban Forestry Program Costs shall include the costs to the City to perform the activities associated with the Urban Forestry Program. They do not include any costs incurred by the City that are reimbursed from other sources such as federal or state funding, grants, insurance proceeds, restitution, donations, endowments, or other third party sources, including, specifically, public nuisance abatement costs recovered under Sec. 23.40, MGO, or the Street Tree Replacement Fund under Sec. 10.105, MGO."

2. Subparagraph e of Paragraph 2 of Subdivision (b) entitled "Excavation Permit Application" of Subsection (6) entitled "Excavation Permit Requirement" of Section 10.05 entitled "Occupancy of Rights-of-Way" of the Madison General Ordinances is created as follows:

"e. The applicant shall identify all street trees within the project area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2)."

3. Subdivision (b) entitled "Repair or Restoration Required" of Subsection (8) entitled "Right-of-Way Repair/Restoration" of Section 10.05 entitled "Occupancy of Rights-of-Way" of the Madison General Ordinances is amended as follows:

"(b) Repair or Restoration Required. The Permittee shall be required to either repair the public right-of-way and to pay a degradation fee, or restore the right-of-way. It is the Permittee's election whether to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. If the work will involve the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105."

4. Subdivision (d) entitled "Tree Protection" of Subsection (11) entitled "Other Obligations" of Section 10.05 entitled "Occupancy of Rights-of-Way" of the Madison General Ordinances is created as follows:

"(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.
2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense."

5. Paragraph 16 of Subdivision (a) entitled "Grounds" of Subsection (12) entitled "Revocations, Suspensions, Refusals to Issue or Extend Permits" of Section 10.05 entitled "Occupancy of Rights-of-Way" of the Madison General Ordinances is created as follows:

"16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects."

6. Subsection (3) entitled “Permit Application” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is amended as follows:

“(3) Permit Application. An application for a street occupancy permit shall be in writing to the City Traffic Engineer and shall describe the premises to be occupied by lot, block and/or street on or over which such material or machinery is desired to be placed, the area of occupation sought, the character of the material for which the permit is desired and the duration of the proposed occupation. The application shall identify all street trees within the proposed occupancy area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2). The application should also note whether the proposed occupation area will require, or reasonably necessitate, the trimming, pruning or removal of any City tree. The application shall include a drawing of the proposed occupation area, the application fee, the certificate of insurance and surety bond required under Subdivision (4)(a), and an agreement to abide by all conditions set forth in Subsection (4).”

7. Paragraph 4 entitled “Public Trees” of Subdivision (c) entitled “Occupational Limitations” of Subsection (4) entitled “Permit Conditions” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is created as follows:

“4. Public Trees. No permit shall be issued where, in the determination of the City Forester, the proposed occupancy will endanger the health or welfare of an existing street tree, unless the applicant has also been granted a tree trimming, pruning or removal permit under Sec. 10.101 and/or the applicant agrees to comply with Section 107.13, the Tree Protection Specifications, of the City’s Standard Specifications for Public Works Construction.”

8. Subdivision (n) entitled “Restoration” of Subsection (4) entitled “Permit Conditions” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is amended as follows:

“(n) Restoration . Upon either the expiration of the permit or, if the work of construction is completed before the permit expires, the completion of the work, the permitted area occupied under this Section shall be restored to its original condition and left in good repair and condition. The permittee shall be responsible for the repair of any damage noted by City staff and shall repair it to City of Madison Standard Specification for Public Works Construction. Any new or reconstructed sidewalk shall comply with Section 10.06. If the occupation resulted in the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105. The City Traffic Engineer or City Engineer shall inspect the area upon completion of the restoration and the permittee shall make any further repairs required by the City Traffic Engineer or City Engineer needed to address any deficiencies that did not exist prior to the occupation. If permittee does not adequately restore the permitted area as required, the City may perform any repairs or restoration and recover the costs thereof as a special charge against the adjoining property under Sec. 4.09(13).”

9. Subdivision (s) entitled “Tree Protection” of Subsection (4) entitled “Permit Conditions” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is created as follows:

“(s) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City’s Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.
2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.”

10. Subsection (5) entitled “Public Trees” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is amended as follows:

“(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to revoke a permit issued under this Section. Any tree removal is further subject to Sec. 10.105.”

11. Subdivision (e) of Subsection (3) entitled “Location of Entrances” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is created as follows:

“(e) No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105.”

12. Paragraph 11 of Subdivision (b) of Subsection (7) entitled “Application” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is amended as follows:

“11. Utility poles, fire hydrants, ~~trees~~ or other structures to be moved.”

13. Paragraph 22 of Subdivision (b) of Subsection (7) entitled “Application” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is created as follows:

“22. The applicant shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway

approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. ~~10.101(2)~~ 10.105(2).”

14. Subdivision (c) of Subsection (7) entitled “Application” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is amended as follows:

“(c) Application for residential driveway approaches shall be made at the City Engineering Division and shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. ~~10.101(2)~~ 10.105(2). Application for commercial driveway approaches to off-street vehicle facilities shall be made at the Traffic Engineering Division.”

15. Subdivision (b) of Subsection (8) entitled “Restrictions and Responsibilities” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is amended as follows:

“(b) The construction of such driveway and approaches shall not interfere with any existing structure on any street right-of-way without specific permission in writing from the Board and other owner thereof. The trimming, pruning and removal of any street tree shall require the prior issuance of a permit under Section 10.101 and compliance with Section 10.105.”

16. Subdivision (c) of Subsection (8) entitled “Restrictions and Responsibilities” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is amended as follows:

“(c) The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during the construction of any approach or driveway, including the injury or damage to any street tree.”

17. Subdivision (m) of Subsection (8) entitled “Restrictions and Responsibilities” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is created as follows:

“(m) Tree Protection. For any trees within the right-of-way adjacent to the permitted driveway entrance and approach area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the permittee shall comply with Section 107.13, the Tree Protection Specifications, of the City’s Standard Specifications for Public Works Construction, where applicable, while performing work on the authorized driveway entrance and approach.”

18. Subdivision (d) of Subsection (9) entitled “Administration” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is repealed.

19. Subsection (10) Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances is repealed and recreated as follows:

“(10) Penalties.

(a) Except as provided in Subdivision (b), any person violating the provisions of this section shall be fined not less than twenty-five dollars ($25) nor more than two hundred dollars ($200) and each day of continued violation shall constitute a separate offense.

(b) The failure to comply with the Tree Protection Specifications as required under Subsection (8)(m) shall, in addition to the requirements of Section ~~10.1015~~ 10.105, be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.”

20. Subsection (2) entitled “Definitions” of Section 10.101 entitled “Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway” of the Madison General Ordinances is amended as follows:

“Tree Replacement Plan. A plan, proposed by a person seeking a permit to remove a tree in a public street, alley or highway, prepared by a certified arborist, to replace the tree, which plan shall take into account the size, age, species, canopy and location of the tree, and may include actual tree replacement and reestablishment at or near the location of the removed tree, other tree plantings, payments to the Street Tree Replacement Fund as provided for under Sec. ~~10.101~~ 10.105, or a combination thereof.”

21. Paragraph 4 of Subdivision (b) of Subsection (3) entitled “Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway” of Section 10.101 entitled “Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway” of the Madison General Ordinances is created as follows:

“4. If removal of a tree in a public street, alley or highway is proposed, a Tree Replacement Plan shall also be required.”

22. Subdivision (d) of Subsection (3) entitled “Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway” of Section 10.101 entitled “Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway” of the Madison General Ordinances is amended as follows:

“(d) If the City Forester determines that the Tree Trimming Plan and, if applicable, the Tree Replacement Plan are ~~is~~ in accordance with the intent and purpose of this ordinance, it

will, within 10 days of the hearing at which the plan was considered, authorize the City Clerk to issue a permit to the person submitting the plan. The City Clerk will issue the permit upon submission of the permit fee of fifty dollars ($50).”

23. Subdivision (f) of Subsection (3) entitled “Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway” of Section 10.101 entitled “Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway” of the Madison General Ordinances is created as follows:

“(f) If a Tree Replacement Plan is approved, a condition of the permit shall also be compliance with the approved Plan.”

24. Subsection (7) entitled “Penalty” of Section 10.101 entitled “Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway” of the Madison General Ordinances is amended as follows:

“(7) Penalty .

(a) Except as provided in Sub. (b), a~~A~~ny person who violates the provisions of this section shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) ~~If, as the result of a violation of any provision of this section, the injury, mutilation, or death~~ Any person who, without the authority granted by a permit issued under this Section, causes the removal of a tree located within the public right-of-way of any street, alley, highway or greenway ~~is caused, the cost of repair and replacement of such tree shall be the responsibility of the person in violation. The replacement value of trees shall be determined in accordance with the most recent edition of A Guide to Plant Appraisal published by the International Society of Arboriculture.~~ shall, in addition to the requirements of Section 10.105, be subject to a forfeiture of one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch.”

25. Section 10.105 entitled “Street Tree Replacement Fund” of the Madison General Ordinances is created as follows:

“**10.105 STREET TREE REPLACEMENT FUND.**

(1) Purpose. Over the last several decades, the City has invested in growing, sustaining and protecting its urban forest, including street trees located in the median or terrace areas of the City’s rights-of-way. These street trees provide substantial benefits to the City, its residents, visitors, and property owners, in addition to providing long lasting environment benefits. Street trees support both individual and community goals for healthy, safe and prosperous communities. Indeed, a healthy, vibrant, diverse, established and well managed urban forest is crucial for the health, safety and welfare of the public. It can take generations to develop a healthy urban forest, and generations to replace one. The City’s historical and ongoing commitment to its urban forest has led it to be recognized by the Arbor Day Foundation as a Tree City USA community since 1989.

However, in addition to being subject to disease and infestations like other trees, street trees face numerous other unique challenges due to their location, including threats posed by passing vehicles, soil quality, space availability, impacts from construction activities, and conflicts with other right-of-way users (including utilities) and adjoining property uses. A fully mature street tree, if removed before the end of its natural life, may take several decades to be replaced, although, in reality, many such trees can never actually be fully replaced.

The purpose of this ordinance is to establish a mechanism whereby the City and the public will be made whole for the removal of a street tree.

(2) Definitions. For the purposes of this section, the following definitions apply:

Aggregate Diameter means the combined diameter of a Multiple Stemmed Tree of each stem that has a diameter of six inches or greater when measured at breast height as follows:

For Multiple Stemmed Trees where the trunk separations begin at lower than four and one-half feet from the ground, but higher than one foot from the ground, measurement shall be taken one foot below the separation.

For Multiple Stemmed Trees where the trunk separations begin below one foot from the ground, the measurement shall be taken at four and one-half feet above the average ground level at the base of the tree.

Caliper means the diameter of a tree as measured at a point six inches above the existing grade at the base of the tree. This point of measurement is used only for measuring nursery stock and replacement trees.

DBH or Diameter at Breast Height means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

Multiple Stemmed Tree means a single tree made up of two or more main stems originated below the height used for measuring DBH.

Person has the same meaning as in Sec. 10.05(1)(b), except that it does not include the City, its employees, agents, contractors and subcontractors when acting in their official capacity on behalf of the City.

Reestablishment Cost means the costs incurred to prepare a site suitable for the City to plant a replacement tree, including stump removal, soil replacement, and planting box construction.

Replacement Cost means the cost to the City to replace a lost tree, including purchasing of a tree, planting costs, and initial care and maintenance.

Street Tree is a tree within City controlled right-of-way, including within terrace areas, medians, and undeveloped right-of-way. Trees do not include shrubs and bushes.

(3) Street Tree Replacement Fund. There is hereby established a Street Tree Replacement Fund, which fund shall only be used to directly support the planting, establishment, or protection of street trees. These funds may only be used by the Streets or Engineering Divisions, with the approval of the City Forester, to purchase and plant trees, replace soil, install planting boxes, protect existing street trees, or take other actions that directly support, protect, replace or enhance the City's street tree stock.

(4) Requirement. Any person who removes, or causes the removal of a street tree shall either replace the tree as provided by an approved Tree Replacement Plan under Sec. 10.101, or reimburse the City for the value of the removed tree by

paying into the Street Tree Replacement Fund. The value of the removed tree shall be established under Sub. (5).

(5) Valuation. The City Forester shall determine the value of the removed street tree by applying the City Forester's Street Tree Valuation Policy, which policy shall be created by the City Forester and approved by the Board of Public Works. The Policy shall be updated at least bi-annually so that the valuations reflect the City's updated costs. In establishing the policy, the City Forester shall consider a tree's replacement cost (the costs that will be incurred by the City to purchase suitable replacement(s) for the tree), and reestablishment costs (the costs that will be incurred by the City to prepare a site suitable for sufficient canopy growth to replace the lost tree). Other factors to consider will include, but not be limited to, size, age, species, and character of the tree, type of street, soil condition, and the existing tree canopy. The value determination for a tree is meant to reflect the City's actual costs that would be incurred to replace the removed tree.

(6) Notice. Once the valuation for a tree is determined under Sub. (5), the City Forester shall provide notice to the person of such value and the requirement to make payment to the Street Tree Replacement Fund within thirty (30) days. Notice may be provided in person, or be sent by first class mail or electronic communications. If notice is sent, it is considered complete upon mailing.

(7) Appeals. Any person aggrieved by the City Forester's valuation determination under Sub. (5) may appeal the City Forester's determination to the Streets Superintendent by filing a notice of appeal with the City Forester within ten (10) days of the notice under Sub. (6), stating the grounds therefore. The Streets Superintendent may, after hearing from the City Forester and the appellant, affirm or modify, in whole or in part, the valuation determination of the City Forester. The decision of the Street Superintendent may be appealed to the Board of Public Works by filing a notice of appeal with the City ~~Clerk~~ Engineer within ten (10) days of the Street Superintendent's determination, stating the grounds therefore. The Board of Public Works shall fix a reasonable time for the hearing on the appeal and give due notice to the parties in interest, and decide the same within a reasonable amount of time. During the hearing, any party may appear in person or by an agent or attorney. The Board of Public Works may, in conformity with this ordinance, affirm or modify, wholly or partially, the valuation determination. The Board's decision shall be a final administrative determination, subject to judicial review as may be provided by law.

(8) Penalty.

(a) Any person who fails to make payment to the City as required under Sub. (4) within thirty (30) days from the notice provided under Sub. (6) or the expiration of any appeals under Sub. (7), whichever is later, shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) Special Charge. In addition to the penalties provided for under Subd. (a), if payment to the City as required under Sub. (4) is not made, and if the City proceeds to replace the removed tree, the City shall recover the actual costs of the tree replacement incurred by the City, up to the tree valuation as determined under Sub. (5), by imposing a special charge for current services against the property served."

26. Section 23.24 entitled "Breaking, Damaging or Injuring Trees, Shrubs" of the Madison General Ordinances is amended as follows:

"**23.24 BREAKING, DAMAGING OR INJURING TREES, SHRUBS AND PUBLIC PLANTINGS.**

(1) Except as authorized under Sec. 10.101, n~~N~~o person shall break, damage or injure any tree or shrub planted in any highway in the City of Madison, nor shall they pour salt water or anything detrimental to the health of the tree or shrub on any such public highway in such places as to injure any tree or shrub planted or growing therein.

(2) No person shall occupy any flower bed or area of plantings nor shall any person injure, destroy or damage in any way any tree, shrub, flower or planting in any public park or public place within the ~~c~~City of Madison. For purposes of this subsection, public place means a place which is in public ownership or a place to which the public has access, distinguished from a private place.

(3) No person, during the course of performing or causing to be performed public or private work on or immediately adjacent to property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, and greenways, shall intentionally or negligently cause damage to any tree planted on said City of Madison property ~~such that the tree must be removed~~. In performing or causing to be performed such work, persons are expected to exercise ordinary care to prevent unnecessary damage to the tree and root structure so that the tree remains viable after the work is performed. It shall not be a violation of this provision if the City Engineer or City Forester, or their designees, authorize the damage to the tree prior to the damage, or within a reasonable time thereafter. Each tree damaged shall be a separate violation, and any person violating this provision shall be subject to the following forfeitures: if the tree damaged has a diameter of three (3) inches or less (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of two hundred and fifty dollars ($250) plus thirty dollars ($30) per diameter inch; if the tree damaged has a diameter of more than three (3) inches (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of one hundred and fifty ~~five~~ dollars ($~~155~~150) per diameter inch. However, no person shall be subject to a forfeiture under this subsection if that person has already reimbursed the City for the damage to the tree through the provisions of a public works contract."

27. Subdivision (a) of Subsection (3) entitled "Schedule of Deposits" of Section 1.08 entitled "Issuance of Citations for Violations of Certain Ordinances and Providing a Schedule of Cash Deposits" of the Madison General Ordinances is amended by creating and amending therein the following:

"Offense	Ord. No./Adopted Statute No.	Deposit *
Failure to Comply with Tree Protection Requirements During Excavation	10.05(11)(d)1	$500/offense, or $150/inch for tree removals
Failure to Comply with Tree Protection Requirements During Occupancy	10.055(4)(s)1	$500/offense, or $150/inch for tree removals

Failure to Comply with Tree Protection Requirements During Driveway Approach Construction	10.08(10)(b)	$500/offense, or $150/inch for tree removals
Causing Removal of a Tree Without a Permit	10.101(7)(b)	$150/inch for tree removals
Failure to Make Payment to the Street Tree Replacement Fund	10.105(8)(a)	$100/1st; $250, 2nd; $500, 3+
Damaging a City Tree	23.24(3)	$250 + $30/inch, 0>3 diameter inches $~~155~~150 per diameter inch over 3 inches”

28. This ordinance will go into effect on January 1, 2026.

Editor’s Note:

*New bail deposits must be approved by the Municipal Judge prior to adoption. This deposit has been so approved.

Subdivision (d) of Subsection (9) entitled “Administration” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances currently reads as follows:

“(d) Any person violating the provisions of this section shall be fined not less than twenty-five dollars ($25) nor more than two hundred dollars ($200) and each day of continued violation shall constitute a separate offense.”

Subsection (10) of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances currently reads as follows:

“10. This ordinance shall be in effect from and after its passage and publication.”

Standard Specifications for Public Works Projects
(2026 Proposed Revisions)

107.13 Tree Protection Specifications.

These specifications shall be applicable to all Contractors working in the Public Right of Way, whether by permit, Public Works Contract, Developer Agreement or any other permission to work within the Public Right of Way. However, any Contractor doing work related to an emergency situation as described in Sections 10.05(13)(a) and 10.101(5) of the Madison General Ordinances are not bound by these provisions for those situations only. The term "Contractor" shall also mean 'Permit Grantee' or anyone given permission to work in the Public Right of Way, regardless of whether a permit is obtained or granted. For the purposes of these specifications, "Public Right of Way" shall include any property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, greenways and stormwater management areas. Other Sections of the Standard Specifications may repeat portions of this specification for emphasis and / or expand upon these specifications. The specifications found in those other Sections are not intended to conflict with these specifications.

The maintenance and enhancement of the urban forest, in particular the established urban forest, is a goal of the City of Madison. Preserving and protecting healthy trees, especially mature trees, is one objective towards achieving this goal. Trees vary in their ability to adapt to altered growing conditions. Trees have established stable biological systems in the pre- existing physical environment. Disruption of this environment by construction activities interrupts the tree's physiological processes causing depletion of energy reserves and a decline in vigor, often resulting in the tree's death. Typically, this reaction may develop from one to twelve years or more after disruption. It could take generations to replace a fully mature tree. These tree protection specifications are intended to insure that appropriate practices will be implemented in the construction phase of the project to protect a tree's structural integrity and future health and both preserve trees and property value. Also, these specifications will reduce the likelihood of undesirable consequences that may result from uninformed or careless construction practices adjacent to trees. The most common forms of construction damage to trees are:

- Injury to roots, trunk or branches
- Bark or trunk wounding
- Soil compaction which degrades the functioning of roots and inhibits the development of new ones and restricts drainage, which desiccates roots
- Changes in existing grade which can cut or suffocate roots

Damage can be prevented or minimized by following the specifications below and properly educating construction staff of these specifications and use of care when working around trees during the construction process within the Tree Protection Zone. If the City Forester or City Engineer determines that a tree has been damaged due to

failure to follow these specifications, or negligence of the Contractor or Subcontractor, a fine or liquidated damages shall be assessed to the Contractor or permit holder.

For the purposes of this Section 107.13, the definitions set forth in MGO Sec. 10.105(2) apply, including:

DBH or Diameter at Breast Height. which means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

The Tree Protection Zone is the area around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based upon the unique characteristics of the tree in question.

The City Engineer or City Forester may elect to specify the use of a protective fencing and/or barricades by the Contractor to mark the tTree pProtection zZones or zZones of no disturbance for protected trees, street trees or designated trees. The fenced and/or barricaded enclosure shall achieve three four primary goals, (1) to keep the foliage of tree crowns and branching structure clear from contact by equipment, materials and activities; (2) to preserve roots and soil conditions in an intact and non-compacted state and; (3) to identify the tTree pProtection zZone in which no soil disturbance is permitted and activities are restricted, unless otherwise approved; and (4) to protect a tree trunk, roots and limbs from direct contact during work. The fences and/or barricades shall enclose the entire area designated by City Engineer or City Forester of the trees to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project. The fences and/or barricades shall be erected before the demolition, grading or construction begins. Do not remove tTree pProtection zZone fencing/barricades to allow for deliveries or equipment access through the protection zone. Whenever construction fencing and/or barricades are is used, a bid item shall be included in the contract, unless specified as incidental.

107.13(a) Underground Utility Excavation & Installation.

The Contractor shall not grade, excavate, full depth saw cut sidewalk or otherwise disturb the area within the Tree Protection Zone five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system along the length of the terrace, without prior consultation with and permission from the City Forestry Representative.

For laterals or utilities located in close proximity to terrace trees, the situation shall be reviewed on a case by case basis by the Engineer and City Forestry Representative. The contractor shall use construction methods to minimize tree damage as directed by the Engineer. The Engineer may elect to terminate lateral installation prior to conflict with tree (normally terminate at the curb). Most laterals shall have their locations verified and on the plan set in advance of bidding. Laterals that have not had their locations verified, shall be so noted on the plans.

Boring under or within the ~~5 foot~~ Tree P~~p~~rotection Z~~z~~one may be allowable, and is recommended compared to open trenching.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately in back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

107.13(b) Curb Excavation and Installation.

Root masses that grow very close to, up to or over curb will require extra care during excavation. Curb modifications may be necessary as determined by the Engineer or City Forester, such as curving into the direction of the street to avoid damage to the root system or hand formed curb.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The City Forester will review curb and gutter that is marked for removal and adjacent to street trees. Forestry will mark curb and gutter with “NRC” (No Root Cutting) next to trees that curb and gutter removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete curb and gutter so marked and those adjacent curb and gutter sections six (6) feet on either side of the visible root flair without excavating into the terrace or without damaging roots;

4. At the City's discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved, how much excavation can be safely allowed and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by the end of the following work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester.

At locations where the curb and gutter is to be removed and replaced that are adjacent to street trees that are not marked "NRC", the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative.

Curb excavations shall be limited to one (1) foot behind the proposed curb for trees less than 10" in DBH (Diameter at Breast Height), for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

Curb excavations shall be limited to six (6) inches behind proposed curb for trees greater than 10" DBH, or street terrace widths less than six (6) feet for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

When excavation behind the curb is limited to less than 6 inches, the new curb must be a 'hand- formed' replacement for a minimum length as directed by the engineer.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for curb and gutter installation.

In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(c) Sidewalk Excavation and Installation.

The City Forester will review sidewalk that is marked for removal and adjacent to street trees. Forestry will mark sidewalk with “NRC” (No Root Cutting) next to trees that sidewalk removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete sidewalk so marked and those adjacent sidewalk sections six
(6) feet on either side of the visible root flair without damaging roots;

4. At the City’s discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by then end of next work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester;

7. Install the granular sub-base, 3-inch minimum depth if the sub-grade is not acceptable, and new concrete sidewalk, 5-inch minimum depth;

8. Remove ribbon.

At locations where the sidewalk is to be removed and replaced that are adjacent to street trees that are not marked “NRC”, the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative. The Contractor and the City shall review the construction site for privately owned trees (on private property, but near the sidewalk to be removed) that could require the above process. In those cases, the trees shall be reviewed on a case-by-case basis with the property owner.

Contractor shall not cut any roots that are 3” or larger in diameter without prior permission from the City Forestry Representative for sidewalk installation or repair

within five (5) feet of any tree located in the terrace as measured from the outside edge of the tree trunk or visible aboveground portion of the root system. In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of excavation. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(d) Root Cutting / Root Grinding.

Roots shall be cut or ground as specified by the City Forestry Representative. This cutting or grinding shall require the use of tools such as: stump grinders; lopping shears; root saws; sawzall; front mounted stump or wheel grinders; and chainsaws. Unless otherwise specified the Contractor shall be paid per linear foot for Root Cutting for the length of the NRC Curb or NRC sidewalk, with a maximum length of fifteen (15) linear feet per NRC location, more specifically as follows:

Root Cutting – Curb & Gutter

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed curb & gutter that has been marked with “NRC” for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Curb & Gutter shall be measured per linear foot of curb & gutter that is marked with “NRC” in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

Root Cutting – Sidewalk

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed sidewalk that has been marked with “NRC” for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Sidewalk shall be measured per linear foot of sidewalk that is marked with “NRC” in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Sidewalk shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

107.13(e) Terrace Restoration.

All mechanical grading, including sod installation within five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system shall be prohibited unless directed by the City Engineer or City Forester.

107.13(f) Bark Abrasions and Limb Damage.

Contractor shall take precautions during construction not to disfigure, scar, or impair the health of any tree on public or private property.

Pre-construction pruning – Street trees will be pruned by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No more than one-fourth (25 percent) of the functioning leaf and stem area may be removed within one calendar year. It must be recognized that trees are individual in form and structure, and that pruning needs may not always fit strict rules. Occasionally a limb may have to remain at a height less than fourteen (14) feet above the roadway. These instances shall be noted during the ‘walk thru’ and the Contractor shall employ methods to protect said limb. Pruning shall not be attempted by contractor unless approved by City Engineer or City Forester.

Contractor shall operate equipment in a manner as to not damage the branches of a tree. This may require using smaller equipment and loading or unloading materials in a designated space away from trees on the construction site.

Contractor shall notify City Forestry the same day of any damage to trees resulting from construction activities.

107.13(g) Soil Compaction.

The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the ~~t~~Tree ~~p~~Protection ~~z~~Zone is prohibited. Poisonous materials include, but are not limited to, paint, concrete or stucco mix, dirty water or any other material which may be deleterious to tree health. This not only prevents compaction, but also prevents damage to the trunks of trees and branches through scraping of scuffing the bark.

107.13(h) Contractor / Foreperson Acknowledgement.

The Tree Protection Specification and known conflicts and concerns shall be reviewed at the Pre- Construction meeting with the Contractor. This review shall include review of a one page educational informational sheet that details the procedures for avoiding damage to the tree and tree roots.

Utilities or others working in the Public Right of Way shall be required to sign this acknowledgement on a case by case basis.

107.13(i) Cost Recovery Charges and Liquidated Damages.

The Contractor's failure to follow the proper safeguards of these specifications shall result in the following cost recovery charges and liquidated damages to be assessed against the Contractor:

Where construction damage occurs causing or resulting in removal of the tree of 3 inch diameter or less (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch):

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground, and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

Where construction damage occurs causing or resulting in removal of the tree of greater than 3 inch diameter (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch):

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground , and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

4. The value of the existing tree which shall equal $~~125~~150.00 per trunk diameter inch, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch.

For bark scraping, trunk wounding and broken branches:

1. The costs associated with pruning broken branches, including wood disposal.

2. Loss of limb or broken branch larger than three (3) inches in diameter: $500.00 for each occurrence. Breakage of limbs that are less than fourteen (14) feet above the roadway shall be reviewed on a case by case basis.

3. Any damage to trunk or bark for trees measuring less than 8 inches as measured at 4 1/2 feet: $500.00 for each area.

4. Damage (measuring 8 square inches) to trunk or bark for trees measuring 8 inches - 12 inches as measured at 4 1/2 feet: $500.00 for each area.

5. Damage (measuring 16 square inches) to trees measuring greater than 12 inches as measured at 4 1/2 feet: $500.00 each area.

For root cutting or excavation within the ~~t~~Tree ~~p~~Protection ~~z~~Zone:

1. For mechanical excavation within five (5) feet of a tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system or within the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone, whichever is larger, including ripping of roots back towards the trunk, without prior permission from City Forestry Representative: $500.00 for each occurrence

2. For mechanical excavation beyond six (6) inches or one (1) foot of the proposed curb installation, as determined by the size of existing tree and terrace width, including ripping of roots back towards the trunk: $500.00 for each occurrence (see Curb excavation and installation specifications)

3. For failure to cleanly cut damaged roots greater than one (1) inch on the same day as the excavation: $500.00 for each occurrence.

Soil Compaction. The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone, whichever is larger:

1. Initial fine of $500.00 will be applied.

2. For each additional day that materials, parking of vehicles or construction equipment remains within five feet of the tree or within the designated Tree Protection Zone, whichever is larger, a $500.00 fine will applied.

For Public Works Contracts these charges and liquidated damages shall be assessed as Liquidated Damages. For Private Contracts, Permit work, or others, these charges and liquidated damages shall be assessed as City imposed forfeitures or private contract forfeitures.

107.13(j) Private Development, Tree Removal.

If a private development shall require the removal of a public street tree to facilitate the construction of a site, adding a driveway, installing underground utilities, or any other improvement or site revision, the Developer shall obtain approval from City Forestry in advance of the proposed work.

4.095 URBAN FORESTRY SPECIAL CHARGE.

(2)Definitions.

(c) Program Costs. The Urban Forestry Program Costs shall include the costs to the City to perform the activities associated with the Urban Forestry Program. They do not include any costs incurred by the City that are reimbursed from other sources such as federal or state funding, grants, insurance proceeds, restitution, donations, endowments, or other third party sources, including, specifically, public nuisance abatement costs recovered under Sec. 23.40, MGO, or the Street Tree Replacement Fund under Sec. 10.105, MGO."

10.05 OCCUPANCY OF RIGHTS-OF-WAY.

(6) Excavation Permit Requirement .

(b) Excavation Permit Application . Application for a permit shall be made to the Department. Permit applications shall contain and will be considered complete only upon compliance with the requirements of the following provisions:

2. Submission of a completed permit application form, including the following:

e. The applicant shall identify all street trees within the project area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2).

(8) Right-of-Way Repair/Restoration .

(b) Repair or Restoration Required . The Permittee shall be required to either repair the public right-of-way and to pay a degradation fee, or restore the right-of-way. It is the Permittee's election whether to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. If the work will involve the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105.

(11) Other Obligations.

(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits .

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

(19) Penalty. Except as otherwise provided in this section, any person who violates this section or fails to comply with the provisions of this section shall be subject to a forfeiture of not less than two hundred and fifty dollars ($250) nor more than one thousand dollars ($1,000). Each day such violation or failure to comply continues shall be considered a separate offense.

10.055 OCCUPANCY OF STREETS OR OTHER PUBLIC AREAS.

(3) Permit Application . An application for a street occupancy permit shall be in writing to the City Traffic Engineer and shall describe the premises to be occupied by lot, block and/or street on or over which such material or machinery is desired to be placed, the area of occupation sought, the character of the material for which the permit is desired and the duration of the proposed occupation. The application shall identify all street trees within the proposed occupancy area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2). The application should also note whether the proposed occupation area will require, or reasonably necessitate, the trimming, pruning or removal of any City tree. The application shall include a drawing of the proposed occupation area, the application fee, the certificate of insurance and surety bond required under Subdivision (4)(a), and an agreement to abide by all conditions set forth in Subsection (4).

(4) Permit Conditions . As a condition of a street occupancy permit issued under this Section, permittees agree to abide by the following conditions:

(c) Occupation Limitations .

4. Public Trees. No permit shall be issued where, in the determination of the City Forester, the proposed occupancy will endanger the health or welfare of an existing street tree, unless the applicant has also been granted a tree trimming, pruning or removal permit under Sec. 10.101 and/or the applicant agrees to comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction.

(n) Restoration . Upon either the expiration of the permit or, if the work of construction is completed before the permit expires, the completion of the work, the permitted area occupied under this Section shall be restored to its original condition and left in good repair and condition. The permittee shall be responsible for the repair of any damage noted by City staff and shall repair it to City of Madison Standard Specification for Public Works Construction. Any new or reconstructed sidewalk shall comply with Section 10.06. If the occupation resulted in the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105. The City Traffic Engineer or City Engineer shall inspect the area upon completion of the restoration and the permittee shall make any further repairs required by the City Traffic Engineer or City Engineer needed to address any deficiencies that did not exist prior to the occupation. If permittee does not adequately restore the permitted area as required, the City may perform any repairs or restoration and recover the costs thereof as a special charge against the adjoining property under Sec. 4.09(13).

(s) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to revoke a permit issued under this Section. Any tree removal is further subject to Sec. 10.105.

10.08 CONSTRUCTION OF DRIVEWAY APPROACHES AND PARKING FACILITIES.

(3) Location of Entrances .

(e) No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105.

(7) Application .

(b) All applications for driveway approaches except Class I and Class II to parking and loading facilities shall be accompanied by scaled drawings, in quintuplicate, and approved by the respective City departments before a building permit will be issued. The following items must be indicated and dimensioned on the five submitted drawings:

11. Utility poles, fire hydrants, ~~trees~~ or other structures to be moved.

22. The applicant shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.101(2).

(c) Application for residential driveway approaches shall be made at the City Engineering Division and shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.101(2). Application for commercial driveway approaches to off-street vehicle facilities shall be made at the Traffic Engineering Division.

(8) Restrictions and Responsibilities .

(b) The construction of such driveway and approaches shall not interfere with any existing structure on any street right-of-way without specific permission in writing from the Board and other owner thereof. The trimming, pruning and removal of any street tree shall require the prior issuance of a permit under Section 10.101 and compliance with Section 10.105.

(c) The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during the construction of any approach or driveway, including the injury or damage to any street tree.

(m) Tree Protection. For any trees within the right-of-way adjacent to the permitted driveway entrance and approach area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the permittee shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work on the authorized driveway entrance and approach.

(9) Administration .

(10) Penalties.

(~~d~~a) Except as provided in Subdivision (b), a~~A~~ny person violating the provisions of this section shall be fined not less than twenty-five dollars ($25) nor more than two hundred dollars ($200) and each day of continued violation shall constitute a separate offense.

(b) The failure to comply with the Tree Protection Specifications as required under Subsection (8)(m) shall, in addition to the requirements of Section 10.1015, be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

~~(10) This ordinance shall be in effect from and after its passage and publication.~~

10.101 REGULATION OF TREE TRIMMING, PRUNING AND REMOVAL WITHIN THE PUBLIC RIGHT-OF-WAY OF ANY STREET, ALLEY OR HIGHWAY.

(2) Definitions .

Tree Replacement Plan. A plan, proposed by a person seeking a permit to remove a tree in a public street, alley or highway, prepared by a certified arborist, to replace the tree, which plan shall take into account the size, age, species, canopy and location of the tree, and may include actual tree replacement and reestablishment at or near the location of the removed tree, other tree plantings, payments to the Street Tree Replacement Fund as provided for under Sec. 10.101, or a combination thereof.

(3) Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway .

(b) Any person seeking a permit to trim, prune, or remove a tree in a public street, alley, highway or greenway shall submit a written proposed trimming, pruning or removal plan to the City Forester, setting forth the following:

4. If removal of a tree in a public street, alley or highway is proposed, a Tree Replacement Plan shall also be required.

(d) If the City Forester determines that the Tree Trimming Plan and, if applicable, the Tree Replacement Plan are ~~is~~ in accordance with the intent and purpose of this ordinance, it will, within 10 days of the hearing at which the plan was considered, authorize the City Clerk to issue a permit to the person submitting the plan. The City Clerk will issue the permit upon submission of the permit fee of fifty dollars ($50).

(f) If a Tree Replacement Plan is approved, a condition of the permit shall also be compliance with the approved Plan.

(7) Penalty .

(a) Except as provided in Sub. (b), a~~A~~ny person who violates the provisions of this section shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) ~~If, as the result of a violation of any provision of this section, the injury, mutilation, or death~~ Any person who, without the authority granted by a permit issued under this Section, causes the removal of a tree located within the public right-of-way of any street, alley, highway or greenway shall, in addition to the requirements of Section 10.105, be subject to a forfeiture of one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. ~~is caused, the cost of repair and replacement of such tree shall be the responsibility of the person in violation. The replacement value of trees shall be determined in accordance with the most recent edition of A Guide to Plant Appraisal published by the International Society of Arboriculture.~~

10.105 STREET TREE REPLACEMENT FUND. (NEW ORDINANCE)

(1) Purpose. Over the last several decades, the City has invested in growing, sustaining and protecting its urban forest, including street trees located in the median or terrace areas of the City's rights-of-way. These street trees provide substantial benefits to the City, its residents, visitors, and property owners, in addition to providing long lasting environment benefits. Street trees support both individual and community goals for healthy, safe and prosperous communities. Indeed, a healthy, vibrant, diverse, established and well managed urban forest is crucial for the health, safety and welfare of the public. It can take generations to develop a healthy urban forest, and generations to replace one. The City's historical and ongoing commitment to its urban forest has led it to be recognized by the Arbor Day Foundation as a Tree City USA community since 1989.

However, in addition to being subject to disease and infestations like other trees, street trees face numerous other unique challenges due to their location, including threats posed by passing vehicles, soil quality, space availability, impacts from construction activities, and conflicts with other right-of-way users (including utilities) and adjoining property uses. A fully mature street tree, if removed before the end of its natural life, may take several decades to be replaced, although, in reality, many such trees can never actually be fully replaced.

The purpose of this ordinance is to establish a mechanism whereby the City and the public will be made whole for the removal of a street tree.

(2) Definitions. For the purposes of this section, the following definitions apply:

Aggregate Diameter means the combined diameter of a Multiple Stemmed Tree of each stem that has a diameter of six inches or greater when measured at breast height as follows:

For Multiple Stemmed Trees where the trunk separations begin at lower than four and one-half feet from the ground, but higher than one foot from the ground, measurement shall be taken one foot below the separation.

For Multiple Stemmed Trees where the trunk separations begin below one foot from the ground, the measurement shall be taken at four and one-half feet above the average ground level at the base of the tree.

Caliper means the diameter of a tree as measured at a point six inches above the existing grade at the base of the tree. This point of measurement is used only for measuring nursery stock and replacement trees.

DBH or Diameter at Breast Height means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the

Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

Multiple Stemmed Tree means a single tree made up of two or more main stems originated below the height used for measuring DBH.

Person has the same meaning as in Sec. 10.05(1)(b), except that it does not include the City, its employees, agents, contractors and subcontractors when acting in their official capacity on behalf of the City.

Reestablishment Cost means the costs incurred to prepare a site suitable for the City to plant a replacement tree, including stump removal, soil replacement, and planting box construction.

Replacement Cost means the cost to the City to replace a lost tree, including purchasing of a tree, planting costs, and initial care and maintenance.

Street Tree is a tree within City controlled right-of-way, including within terrace areas, medians, and undeveloped right-of-way. Trees do not include shrubs and bushes.

(3) Street Tree Replacement Fund. There is hereby established a Street Tree Replacement Fund, which fund shall only be used to directly support the planting, establishment, or protection of street trees. These funds may only be used by the Streets or Engineering Divisions, with the approval of the City Forester, to purchase and plant trees, replace soil, install planting boxes, protect existing street trees, or take other actions that directly support, protect, replace or enhance the City's street tree stock.

(4) Requirement. Any person who removes, or causes the removal of a street tree shall either replace the tree as provided by an approved Tree Replacement Plan under Sec. 10.101, or reimburse the City for the value of the removed tree by paying into the Street Tree Replacement Fund. The value of the removed tree shall be established under Sub. (5).

(5) Valuation. The City Forester shall determine the value of the removed street tree by applying the City Forester's Street Tree Valuation Policy, which policy shall be created by the City Forester and approved by the Board of Public Works. The Policy shall be updated at least bi-annually so that the valuations reflect the City's updated costs. In establishing the policy, the City Forester shall consider a tree's replacement cost (the costs that will be incurred by the City to purchase suitable replacement(s) for the tree), and reestablishment costs (the costs that will be incurred by the City to prepare a site suitable for sufficient canopy growth to replace the lost tree). Other factors to consider will include, but not be limited to, size, age, species, and character of the tree, type of street, soil condition, and the existing tree canopy. The value determination for a tree is meant to reflect the City's actual costs that would be incurred to replace the removed tree.

(6) Notice. Once the valuation for a tree is determined under Sub. (5), the City Forester shall provide notice to the person of such value and the requirement to make payment to the Street Tree Replacement Fund within thirty (30) days. Notice may be provided in person, or be sent by first class mail or electronic communications. If notice is sent, it is considered complete upon mailing.

(7) Appeals. Any person aggrieved by the City Forester's valuation determination under Sub. (5) may appeal the City Forester's determination to the Streets Superintendent by filing a notice of appeal with the City Forester within ten (10) days of the notice under Sub. (6), stating the grounds therefore. The Streets Superintendent may, after hearing from the City Forester and the appellant, affirm or modify, in whole or in part, the valuation determination of the City Forester. The decision of the Street Superintendent may be appealed to the Board of Public Works by filing a notice of appeal with the City ~~Clerk~~ Engineer within ten (10) days of the Street Superintendent's determination, stating the grounds therefore. The Board of Public Works shall fix a reasonable time for the hearing on the appeal and give due notice to the parties in interest, and decide the same within a reasonable amount of time. During the hearing, any party may appear in person or by an agent or attorney. The Board of Public Works may, in conformity with this ordinance, affirm or modify, wholly or partially, the valuation

determination. The Board's decision shall be a final administrative determination, subject to judicial review as may be provided by law.

(8) Penalty.

(a) Any person who fails to make payment to the City as required under Sub. (4) within thirty (30) days from the notice provided under Sub. (6) or the expiration of any appeals under Sub. (7), whichever is later, shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) Special Charge. In addition to the penalties provided for under Subd. (a), if payment to the City as required under Sub. (4) is not made, and if the City proceeds to replace the removed tree, the City shall recover the actual costs of the tree replacement incurred by the City, up to the tree valuation as determined under Sub. (5), by imposing a special charge for current services against the property served.

23.24 BREAKING, DAMAGING OR INJURING TREES, SHRUBS.

(1) Except as authorized under Sec. 10.101, n~~N~~o person shall break, damage or injure any tree planted in any highway in the City of Madison, nor shall they pour salt water or anything detrimental to the health of the tree on any such public highway in such places as to injure any tree or shrub planted or growing therein.

(3) No person, during the course of performing or causing to be performed public or private work on or immediately adjacent to property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, and greenways, shall intentionally or negligently cause damage to any tree planted on said City of Madison property ~~such that the tree must be removed~~. In performing or causing to be performed such work, persons are expected to exercise ordinary care to prevent unnecessary damage to the tree and root structure so that the tree remains viable after the work is performed. It shall not be a violation of this provision if the City Engineer or City Forester, or their designees, authorize the damage to the tree prior to the damage, or within a reasonable time thereafter. Each tree damaged shall be a separate violation, and any person violating this provision shall be subject to the following forfeitures: if the tree damaged has a diameter of three (3) inches or less (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of two hundred and fifty dollars ($250) plus thirty dollars ($30) per diameter inch; if the tree damaged has a diameter of more than three (3) inches (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of one hundred and fifty ~~five~~ dollars ($~~155~~150) per diameter inch. However, no person shall be subject to a forfeiture under this subsection if that person has already reimbursed the City for the damage to the tree through the provisions of a public works contract.

1.08 - ISSUANCE OF CITATIONS AND COMPLAINTS FOR VIOLATIONS OF CERTAIN ORDINANCES AND PROVIDING A SCHEDULE OF CASH DEPOSITS.

(3) Schedule of Deposits.

(a) The schedule of cash deposits that follows this subsection is established for use with citations issued under this ordinance to persons seventeen (17) years of age and older.

"Offense	Ord. No./Adopted Statute No.**	Deposit*

Failure to Comply with Tree Protection Requirements During Excavation	10.05(11)(d)1	$500/offense, or $150/inch for tree removals
Failure to Comply with Tree Protection Requirements During Occupancy	10.055(4)(s)1	$500/offense, or $150/inch for tree removals
Failure to Comply with Tree Protection Requirements During Driveway Approach Construction	10.08(10)(b)	$500/offense, or $150/inch for tree removals
Causing Removal of a Tree Without a permit	10.101(7)(b)	$150/inch for tree removals
Failure to Make Payment to the Street Tree Replacement Fund	10.105(8)(a)	$100/1st; $250, 2nd; $500, 3+
Damaging a City Tree	23.24(3)	$250 + $30/inch, 0>3 diameter inches $~~155~~150 per diameter inch over 3 inches"

Standard Specifications for Public Works Projects

107.13 Tree Protection Specifications.

These specifications shall be applicable to all Contractors working in the Public Right of Way, whether by permit, Public Works Contract, Developer Agreement or any other permission to work within the Public Right of Way. However, any Contractor doing work related to an emergency situation as described in Sections 10.05(13)(a) and 10.101(5) of the Madison General Ordinances are not bound by these provisions for those situations only. The term "Contractor" shall also mean 'Permit Grantee' or anyone given permission to work in the Public Right of Way, regardless of whether a permit is obtained or granted. For the purposes of these specifications, "Public Right of Way" shall include any property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, greenways and stormwater management areas. Other Sections of the Standard Specifications may repeat portions of this specification for emphasis and / or expand upon these specifications. The specifications found in those other Sections are not intended to conflict with these specifications.

The maintenance and enhancement of the urban forest, in particular the established urban forest, is a goal of the City of Madison. Preserving and protecting healthy trees, especially mature trees, is one objective towards achieving this goal. Trees vary in their ability to adapt to altered growing conditions. Trees have established stable biological systems in the pre- existing physical environment. Disruption of this environment by construction activities interrupts the tree's physiological processes causing depletion of energy reserves and a decline in vigor, often resulting in the tree's death. Typically, this reaction may develop from one to twelve years or more after disruption. It could take generations to replace a fully mature tree. These tree protection specifications are intended to insure that appropriate practices will be implemented in the construction phase of the project to protect a tree's structural integrity and future health and both preserve trees and property value. Also, these specifications will reduce the likelihood of undesirable consequences that may result from uninformed or careless construction practices adjacent to trees. The most common forms of construction damage to trees are:

- Injury to roots, trunk or branches
- Bark or trunk wounding

- Soil compaction which degrades the functioning of roots and inhibits the development of new ones and restricts drainage, which desiccates roots
- Changes in existing grade which can cut or suffocate roots

Damage can be prevented or minimized by following the specifications below and properly educating construction staff of these specifications and use of care when working around trees during the construction process within the Tree Protection Zone. If the City Forester or City Engineer determines that a tree has been damaged due to failure to follow these specifications, or negligence of the Contractor or Subcontractor, a fine or liquidated damages shall be assessed to the Contractor or permit holder.

For the purposes of this Section 107.13, the definitions set forth in MGO Sec. 10.105(2) apply, including:

DBH or Diameter at Breast Height. which means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

The Tree Protection Zone is the area around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based upon the unique characteristics of the tree in question.

The City Engineer or City Forester may elect to specify the use of ~~a~~ protective fencing and/or barricades by the Contractor to mark the ~~t~~Tree ~~p~~Protection ~~z~~Zones or ~~z~~Zones of no disturbance for protected trees, street trees or designated trees. The fenced and/or barricaded enclosure shall achieve ~~three~~ four primary goals, (1) to keep the foliage of tree crowns and branching structure clear from contact by equipment, materials and activities; (2) to preserve roots and soil conditions in an intact and non-compacted state and; (3) to identify the ~~t~~Tree ~~p~~Protection ~~z~~Zone in which no soil disturbance is permitted and activities are restricted, unless otherwise approved; and (4) to protect a tree trunk, roots and limbs from direct contact during work. The fences and/or barricades shall enclose the entire area designated by City Engineer or City Forester of the trees to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project. The fences and/or barricades shall be erected before the demolition, grading or construction begins. Do not remove ~~t~~Tree ~~p~~Protection ~~z~~Zone fencing/barricades to allow for deliveries or equipment access through the protection zone. Whenever construction fencing and/or barricades are ~~is~~ used, a bid item shall be included in the contract, unless specified as incidental.

107.13(a) Underground Utility Excavation & Installation.

The Contractor shall not grade, excavate, full depth saw cut sidewalk or otherwise disturb the area within the Tree Protection Zone ~~five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system along the length of the terrace~~, without prior consultation with and permission from the City Forestry Representative.

For laterals or utilities located in close proximity to terrace trees, the situation shall be reviewed on a case by case basis by the Engineer and City Forestry Representative. The contractor shall use construction methods to minimize tree damage as directed by the Engineer. The Engineer may elect to terminate lateral installation prior to conflict with tree (normally terminate at the curb). Most laterals shall have their locations verified and on the plan set in advance of bidding. Laterals that have not had their locations verified, shall be so noted on the plans.

Boring under or within the ~~5 foot~~ Tree P~~p~~rotection Z~~z~~one may be allowable, and is recommended compared to open trenching.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately in back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder,

sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

107.13(b) Curb Excavation and Installation.

Root masses that grow very close to, up to or over curb will require extra care during excavation. Curb modifications may be necessary as determined by the Engineer or City Forester, such as curving into the direction of the street to avoid damage to the root system or hand formed curb.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The City Forester will review curb and gutter that is marked for removal and adjacent to street trees. Forestry will mark curb and gutter with "NRC" (No Root Cutting) next to trees that curb and gutter removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete curb and gutter so marked and those adjacent curb and gutter sections six (6) feet on either side of the visible root flair without excavating into the terrace or without damaging roots;

4. At the City's discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved, how much excavation can be safely allowed and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by the end of the following work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester.

At locations where the curb and gutter is to be removed and replaced that are adjacent to street trees that are not marked "NRC", the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative.

Curb excavations shall be limited to one (1) foot behind the proposed curb for trees less than 10" in DBH (Diameter at Breast Height), for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

Curb excavations shall be limited to six (6) inches behind proposed curb for trees greater than 10" DBH, or street terrace widths less than six (6) feet for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

When excavation behind the curb is limited to less than 6 inches, the new curb must be a 'hand- formed' replacement for a minimum length as directed by the engineer.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for curb and gutter installation.

In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(c) Sidewalk Excavation and Installation.

The City Forester will review sidewalk that is marked for removal and adjacent to street trees. Forestry will mark sidewalk with "NRC" (No Root Cutting) next to trees that sidewalk removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete sidewalk so marked and those adjacent sidewalk sections six
   (6) feet on either side of the visible root flair without damaging roots;

4. At the City's discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are

complete and ready for their determination, the City Forestry staff shall respond by then end of next work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester;

7. Install the granular sub-base, 3-inch minimum depth if the sub-grade is not acceptable, and new concrete sidewalk, 5-inch minimum depth;

8. Remove ribbon.

At locations where the sidewalk is to be removed and replaced that are adjacent to street trees that are not marked "NRC", the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative. The Contractor and the City shall review the construction site for privately owned trees (on private property, but near the sidewalk to be removed) that could require the above process. In those cases, the trees shall be reviewed on a case-by-case basis with the property owner.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for sidewalk installation or repair within five (5) feet of any tree located in the terrace as measured from the outside edge of the tree trunk or visible aboveground portion of the root system. In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of excavation. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(d) Root Cutting / Root Grinding.

Roots shall be cut or ground as specified by the City Forestry Representative. This cutting or grinding shall require the use of tools such as: stump grinders; lopping shears; root saws; sawzall; front mounted stump or wheel grinders; and chainsaws. Unless otherwise specified the Contractor shall be paid per linear foot for Root Cutting for the length of the NRC Curb or NRC sidewalk, with a maximum length of fifteen (15) linear feet per NRC location, more specifically as follows:

Root Cutting – Curb & Gutter

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed curb & gutter that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Curb & Gutter shall be measured per linear foot of curb & gutter that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

Root Cutting – Sidewalk

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed sidewalk that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Sidewalk shall be measured per linear foot of sidewalk that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Sidewalk shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

107.13(e) Terrace Restoration.

All mechanical grading, including sod installation within five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system shall be prohibited unless directed by the City Engineer or City Forester.

107.13(f) Bark Abrasions and Limb Damage.

Contractor shall take precautions during construction not to disfigure, scar, or impair the health of any tree on public or private property.

Pre-construction pruning – Street trees will be pruned by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No more than one-fourth (25 percent) of the functioning leaf and stem area may be removed within one calendar year. It must be recognized that trees are individual in form and structure, and that pruning needs may not always fit strict rules. Occasionally a limb may have to remain at a height less than fourteen (14) feet above the roadway. These instances shall be noted during the 'walk thru' and the Contractor shall employ methods to protect said limb. Pruning shall not be attempted by contractor unless approved by City Engineer or City Forester.

Contractor shall operate equipment in a manner as to not damage the branches of a tree. This may require using smaller equipment and loading or unloading materials in a designated space away from trees on the construction site.

Contractor shall notify City Forestry the same day of any damage to trees resulting from construction activities.

107.13(g) Soil Compaction.

The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the ~~t~~Tree ~~p~~Protection ~~z~~Zone is prohibited. Poisonous materials include, but are not limited to, paint, concrete or stucco mix, dirty water or any other material which may be deleterious to tree health. This not only prevents compaction, but also prevents damage to the trunks of trees and branches through scraping of scuffing the bark.

107.13(h) Contractor / Foreperson Acknowledgement.

The Tree Protection Specification and known conflicts and concerns shall be reviewed at the Pre- Construction meeting with the Contractor. This review shall include review of a one page educational informational sheet that details the procedures for avoiding damage to the tree and tree roots.

Utilities or others working in the Public Right of Way shall be required to sign this acknowledgement on a case by case basis.

107.13(i) Cost Recovery Charges and Liquidated Damages.

The Contractor's failure to follow the proper safeguards of these specifications shall result in the following cost recovery charges and liquidated damages to be assessed against the Contractor:

Where construction damage occurs causing or resulting in removal of the tree of 3 inch diameter or less (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch):

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground, and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

Where construction damage occurs causing or resulting in removal of the tree of greater than 3 inch diameter (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch):

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground , and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

4. The value of the existing tree which shall equal $~~125~~150.00 per trunk diameter inch, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch.

For bark scraping, trunk wounding and broken branches:

1. The costs associated with pruning broken branches, including wood disposal.

2. Loss of limb or broken branch larger than three (3) inches in diameter: $500.00 for each occurrence. Breakage of limbs that are less than fourteen (14) feet above the roadway shall be reviewed on a case by case basis.

3. Any damage to trunk or bark for trees measuring less than 8 inches as measured at 4 1/2 feet: $500.00 for each area.

4. Damage (measuring 8 square inches) to trunk or bark for trees measuring 8 inches - 12 inches as measured at 4 1/2 feet: $500.00 for each area.

5. Damage (measuring 16 square inches) to trees measuring greater than 12 inches as measured at 4 1/2 feet: $500.00 each area.

For root cutting or excavation within the ~~t~~Tree ~~p~~Protection ~~z~~Zone:

1. For mechanical excavation within five (5) feet of a tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system or within the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone, whichever is larger, including ripping of roots back towards the trunk, without prior permission from City Forestry Representative: $500.00 for each occurrence

2. For mechanical excavation beyond six (6) inches or one (1) foot of the proposed curb installation, as determined by the size of existing tree and terrace width, including ripping of roots back towards the trunk: $500.00 for each occurrence (see Curb excavation and installation specifications)

3. For failure to cleanly cut damaged roots greater than one (1) inch on the same day as the excavation: $500.00 for each occurrence.

Soil Compaction. The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within five (5) feet from the face of the tree measured in any direction or within the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone, whichever is larger:

1. Initial fine of $500.00 will be applied.

2. For each additional day that materials, parking of vehicles or construction equipment remains within five feet of the tree or within the designated Tree Protection Zone, whichever is larger, a $500.00 fine will applied.

For Public Works Contracts these charges and liquidated damages shall be assessed as Liquidated Damages. For Private Contracts, Permit work, or others, these charges and liquidated damages shall be assessed as City imposed forfeitures or private contract forfeitures.

107.13(j) Private Development, Tree Removal.

If a private development shall require the removal of a public street tree to facilitate the construction of a site, adding a driveway, installing underground utilities, or any other improvement or site revision, the Developer shall obtain approval from City Forestry in advance of the proposed work.

From: Ed Niles
To: Plan Commission Comments
Cc: Mayer, Davy
Subject: Comments on Item #2 in the Plan Commission meeting agenda for 8/11/25
Date: Saturday, August 9, 2025 5:12:45 PM

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

To the plan commission members & interested parties:
I wanted to submit my brief thoughts in regards to Item #2 in the Plan Commission meeting agenda (Legistar 89254, enhance the City's street tree protection provisions). While I am supportive of the goal of protecting the City's mature trees, I also believe we desperately need more market-rate housing built in Madison as quickly as possible. If we are not careful, the proposed changes could be yet another well-meaning policy which simply adds unnecessary burdens to development projects meant to address our substantial and pressing need for more housing.

There are a few areas which I believe the Plan Commission & Council should interrogate before moving forward with any changes to the policy text:

- Would these changes present an unnecessary burden on work confined to private property, especially for demolition permits? If so, how can those burdens be mitigated to continue streamlining the City's development process.
- Is the intent that the updated tree protection zones are to be limited to street trees in the City's right of way? If so, can we make it explicit in the policy text that these zones should not extend onto private property and/or impact trees on private property. This may seem obvious, but given recent legal challenges related to development projects where City ordinances were "unclear" it seems prudent to be extremely specific about any limitations or policy intent. [If I have misunderstood, and this update is meant to impact all trees, including those on private parcels being developed, please mark me as being in strong opposition to this policy!]
- How should the ordinance handle access to project sites, especially for tight infill development, when there are overlapping tree protection zones which would essentially make access to a project site impossible under the updated policy?
- Madison development projects are currently terrible about providing continued pedestrian access via a sidewalk shed/pedestrian canopy or detour, but in case this becomes more common in the future could we make it clearer in these ordinance updates how development projects should provide continued pedestrian access through a Tree Protection Zone?

Finally, I would like to make a small point about data-driven policy. In the City's press release announcing these proposed ordinance changes, it states that "The current rules ... [have] proven to be insufficient, especially for mature trees." If this is true, I would expect Urban Forestry to provide adequate documentation detailing exactly the number of mature trees which have been killed or lost significant canopy due to the current protection policies and penalties. Ideally this should be provided to the general public for their consideration when making comments about the proposed changes. At the very least in your role reviewing these policy changes, you should ask for this information from Urban Forestry, and ensure that there is actual data to show a significant problem exists that requires us to place additional burdens on development. If this data does not exist, I would be extremely cautious about moving forward with a "sounds good/feels good" policy which may be counterproductive to other City

goals for streamlining housing development.

Thanks for your time and consideration of these comments.
-Ed Niles
2129 Linden Ave, Madison WI

From: Scott Hershberger
To: Plan Commission Comments
Subject: Street tree protection (89254)
Date: Sunday, August 10, 2025 11:00:45 AM

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Dear Plan Commission members:

I am a Madison resident, and I strongly support the proposed amendments to Madison's general ordinances to enhance the city's street tree protection provisions and establish a Street Tree Replacement Fund.

Trees are the unsung heroes of our urban landscapes. They benefit our physical health by providing shade and cooling the city, they benefit our mental health through their green beauty, and they benefit the environment by filtering pollution, preventing erosion, providing habitat and food for wildlife and pollinators, and more. Many of these benefits are amplified for old, large trees that take several (human) generations to grow. By increasing our protections for street trees, we are investing in our current and future well-being.

I hope you will support the proposed amendments. Thank you for your consideration.
Sincerely,
Scott Hershberger
702 Eagle Heights
Apt D
Madison, WI 53705

From: annewalker@homelandgarden.com
To: Plan Commission Comments
Subject: Agenda item 2-street trees
Date: Sunday, August 10, 2025 11:34:28 AM

[You don't often get email from annewalker@homelandgarden.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear Plan Commission Members,

I strongly support measures to help better protect our canopy trees in both the terrace and the public ROW. Years ago, I was a part of the effort to protect terrace trees from street reconstructions and was dismayed that those same trees had so few protections when it came to development. We have lost so many trees in neighborhoods that are rapidly developing, and here in the isthmus they are very difficult to replace due to rules regarding planting under power lines, underground utilities, signage, lights, driveways, etc.

I would also ask that there be protections for trees from herbicide drift, which is a common problem in the public ROW and along the RR tracks. While I know that it can be quite difficult to try and work with the RR, herbicide drift is a common problem.

Additionally, trees in our public ROW and our parks and terraces are suffering avoidable injuries to their trunks and roots from weed whips and lawn mowers, which is a very common problem here in Madison and most cities. Please help!

Best, Anne Walker
District 6

From: annewalker@homelandgarden.com
To: Plan Commission Comments; Mayor; Mayer, Davy
Subject: City Trees, Downtown maintenance,Current development
Date: Sunday, August 10, 2025 2:21:58 PM

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Dear Mayor, PC Members and Alder,

An additional comment. As a professional landscaper, with a lot of experience working both Downtown and the Isthmus, I saw a lot of trees experience 'death by a thousand cuts. " I have seen outdoor cafe's use the trees to string up lights i.e. and the damage that can happen.'Damage also commonly occurs when people use a tree to lock up their bike, or people double park a vehicle and smack into a tree truck, as well as snap off branches.

In addition, the methods and products we use to keep the jewel that is our Downtown looking it's best are often not tree friendly. Sidewalks and plaza's are often cleaned using heated water, or products which are not plant friendly. Tree grates and gardens are often the place we send the wastewater, as well as into our lakes and streams. In example, Taste of Madison, while a lovely event, creates a lot of grease that needs to be cleaned off our sidewalks and streets. And, salt, as well as dog pee are taking a real toll too.

I work across the street from the development (in progress) next to the Tenney Locks, next to the Yahara River on Sherman Ave. There are, or were, 2 lovely Maple trees on private property. The trees are suffering. The soil is compacted, soil level altered, roots have been severed and branches broken. My fear is that what is being prioritized is the wonderful view that future tenants will have from their windows and balconies of Lake Mendota, the Capital, Downtown, and gorgeous sunsets..... and not the Maple trees, which might be considered to be 'in the way.' We are a tree deficient neighborhood, and the development is next to the Yahara River Parkway. It's a shame. We cannot continue to lose valuable canopy trees if we are serious about maintaining and increasing the canopy. Heat waves are the number one weather related killer, and those Maples were important partners.

Respectfully, Anne Walker

From:	Nicholas Davies
To:	Plan Commission Comments
Cc:	Martinez-Rutherford, Dina Nina
Subject:	Regarding street tree changes (89254)
Date:	Sunday, August 10, 2025 12:13:55 PM

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Dear Plan Commission,

At the risk of trying to convey something nuanced:

I appreciate the intent of the proposed increased protections of street trees. In particular, I've noticed a trend of projects in the right-of-way that involve tree removals, and how those projects could achieve broader public support if they didn't have that net-negative impact on tree population. It's a real problem worth solving.

However, we need to be careful that the proposed changes won't tie the city's hands from doing important work. Therefore, I'd be more comfortable with these proposed changes if it was clearer how it would have affected recent past examples where street tree preservation came into conflict with other competing priorities.

* In item 88156, the city approved moving a house along W Main St, and through a portion of Brittingham Park. This involved removal of a couple of street trees already in poor health. This trade-off was ultimately accepted (which I concur with) because in this case, moving a historic house allowed for the creation of dozens of housing units on its previous parcel.

* The creation of a multi-use path along Mineral Point Rd required the removal of several street trees, which were largely low-value according to the arborist's testimony. Because of the staging of the BRT project, cyclists had already lost an on-street bike lane before the multi-use path was approvable. I believe this project achieved tree-neutrality through new plantings elsewhere.

* In recent neighborhood street reconstructions like Doncaster Dr (recently completed) and Davidson St (recently approved), adding sidewalks on both sides (a Complete Green Streets recommendation for accessibility) came into conflict with a neighborhood desire to preserve existing trees within the public right-of-way. The city resolved that conflict by adopting a compromise plan, where sidewalk would only be added on one side, and that sidewalk would be aligned to minimize tree impacts.

* At 3610 Atwood Ave, the multi-use path splits to go around both sides of a street tree, but only gives the tree a couple feet of clearance on either side.

Having read through the proposed changes in item 89254, I am no wiser about how these changes would have impacted these earlier decisions.

If street tree protections prevent the city from allocating the entirety of the public right-of-way for non-tree uses, some other use of the right-of-way will get squeezed. And because of fire department access requirements (and other considerations like transit routes), the city may be prevented from narrowing the motor vehicle roadway further than 26'.

This creates a situation where the street uses getting squeezed will be the uses that are already getting inequitably squeezed: cycling, walking, wheelchair use, etc.

In places like Davidson St, we are already sacrificing some accessibility for retention of some tree canopy. But if protection of street trees is treated as an absolute, without defining any check and balance on the rights of those trees, I worry how that will impact the city's decision-making. If wheelchair access is flexible/scalable, and tree impacts are not, will wheelchair access get sacrificed altogether?

In situations like Mineral Point Rd, the tree removals were actually the more climate-friendly option, since the resulting path enables people to switch their commutes away from car travel. I don't see anything in item 89254 that recognizes this as a potential upside of tree removal. (This is of course also a false dichotomy, since Mineral Point Rd also has redundant vehicle lanes.)

I value street trees highly. A canopy creates shade and cooling and better visibility by reducing glare. Street trees are available for everyone's enjoyment, as opposed to off-street trees behind a private property's fence line. I'm confident that there's something more we could do to promote and protect our tree population, but I'm not yet confident that this item, in its current form, is it.

Thank you,

Nick Davies
3717 Richard St

From: Pilar Gomez-Ibanez
To: Plan Commission Comments
Cc: Mayer, Davy; Mayor
Subject: Please support Legistar #89254, tree protections
Date: Monday, August 11, 2025 4:39:10 PM

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Dear Plan Commissioners,
I strongly support the proposed ordinance changes to increase protections for trees in the City of Madison (Legistar #89254). This is a great step towards preventing the damage and loss of one of Madison's most valuable resources, our trees. As we face climate change, a healthy and abundant urban tree canopy is of almost incalculable importance to cool and clean our air, shade our buildings and sidewalks, provide habitat for wildlife, absorb rainwater to prevent flooding on our isthmus, and increase our physical and mental well-being. I especially appreciate the proposal's recognition that established canopy trees are difficult and sometimes impossible to replace, taking generations to reach their full-grown size. Many thanks to the people at Forestry and others who worked on this proposal and to its sponsors.

I would offer one suggestion. The language in different sections of the proposed changes varies, which may cause confusion. Trees are variously referred to as "right-of-way trees," "public trees," "street trees," "any City tree," etc. The definitions section for the new "Street Tree Replacement Fund" (10.105) makes clear that a "street tree" includes trees in terraces, medians, or "undeveloped right-of-way." It is implied, but not completely clear, that this definition also applies to the "Tree Protection Specifications" (107.13). But the section on "Breaking, Damaging, or Injuring Trees, Shrubs" (23.24) is broader and specifically includes trees in parks. Please consider clearly expanding these protections to include trees in parks and any City-owned land.

There may be pushback against this proposal as a hindrance or extra cost to development. We need development -- especially affordable housing. But if we want to build a more sustainable city where people can actually thrive in a hotter future, we need to build that housing on green, tree-filled streets. Please support this forward-thinking proposal!

Thank you for your consideration.

Pilar Gomez-Ibanez
1326 Dewey Court, Madison

M E M O R A N D U M

Date: August 11, 2025

To: Plan Commission, City of Madison

From: Alex Saloutos

Re: **Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund, Public comments on Legistar File ID No. 89254**

The City of Madison has introduced sweeping changes to its street tree protection ordinances that will fundamentally alter how construction projects interact with the urban forest. While protecting mature trees is a goal everyone can support, the proposed legislation raises serious questions about process, transparency, and fiscal responsibility.

The changes, introduced at the August 5 Common Council meeting and scheduled for final approval on September 16, represent one of the most significant expansions of tree protection regulations in recent memory. Yet the legislative file contains virtually no analysis of costs, implementation challenges, or comparative analysis of best practices—a troubling departure from professional governance standards.

Critical Deficiencies in the Proposed Legislation

Missing Fiscal Analysis

The fiscal note for this legislation contains exactly one sentence: "No City funds required."

This assertion strains credibility. The proposed changes would require:

- Additional staff time to review permits and identify tree conflicts
- Enhanced inspection and enforcement activities
- Administration of the new Street Tree Replacement Fund
- Potential delays and increased costs for city construction projects
- Staff resources to develop and maintain tree valuation policies

A proper fiscal note should have included:

- Revenue projections: How much money might the Street Tree Replacement Fund generate annually? What are the assumptions behind these projections?
- Staffing analysis: How many additional hours will Urban Forestry and Engineering staff need to implement these requirements? Will new positions be needed?
- Construction cost impacts: How will expanded protection zones affect the cost of city infrastructure projects? What about utility work?

- Administrative costs: What systems will be needed to track violations, manage the replacement fund, and coordinate between departments?

- Economic impact: How might these regulations affect private development costs and timelines?

The absence of this analysis suggests either a lack of serious planning or an unwillingness to acknowledge the true costs of implementation.

The Absent Staff Report

Perhaps more troubling than the inadequate fiscal note is the complete absence of a staff report. Professional municipal governance typically requires a comprehensive staff analysis for significant policy changes. Such a report should have included:

- Current state analysis: How many trees are damaged or removed annually under current regulations? What are the primary causes? Where are the current rules falling short?

- Best practices research: What approaches do peer cities use? Madison's press release claims the changes align with "current best management practices," but provides no citations or comparative analysis.

- Stakeholder input: Have contractors, utilities, developers, and arborists been consulted? What concerns did they raise?

- Implementation planning: How will staff be trained? What will the permit review process look like? How will conflicts be resolved?

- Risk assessment: What unintended consequences might arise? How might the regulations affect emergency repairs or critical infrastructure work?

Without this analysis, the Common Council is being asked to make policy in an information vacuum.

The Pattern of Governance

This legislation exemplifies a troubling pattern at City Hall: ambitious policy goals pursued without rigorous analysis or a transparent process. The approach appears to be "trust us, this is good," rather than providing the factual foundation necessary for informed decision-making.

Professional governance requires more than good intentions. It demands:

- Comprehensive analysis of costs and benefits

- Evidence-based policy development

- Transparent stakeholder engagement

- Clear implementation planning

- Honest assessment of trade-offs

None of these elements is evident in the current proposal.

Good intentions don't automatically produce good policy. Complex challenges require thoughtful solutions developed through inclusive processes, not rushed ordinances that bypass best practices in good governance.

Violation of Madison's Data-Driven Decision-Making Policies

This proposal also directly contradicts Madison's stated commitment to data-driven governance. The city has repeatedly emphasized the importance of using data and evidence to inform policy decisions, yet this legislation includes:

- No baseline data on current heat island conditions in Madison
- No metrics for measuring success or tracking progress
- No analysis of which interventions would be most effective
- No evidence supporting the proposed requirements
- No data on expected outcomes or benefits

How can the city claim to follow data-driven practices while advancing legislation completely devoid of data? This isn't just poor process—it's a violation of a key governance principle for the city.

Disregard for the Urban Forestry Task Force

The proposal fails to reference or build upon the work of Madison's Urban Forestry Task Force and their Final Report, adopted by the city in 2019.

There is no indication that Task Force members were consulted on this legislation, despite their deep expertise on these exact issues. These individuals – including residents, city staff, and subject matter experts – invested years studying Madison's urban forest and developing practical solutions. Their exclusion from this process represents both a waste of valuable knowledge and a disrespect for their significant contributions to the community.

Vague Requirements Without Clear Standards

The proposal's requirements lack the specificity needed for implementation:

- "Maximum feasible" has no measurable definition or criteria
- No guidance on what constitutes acceptable alternatives
- Unclear how conflicts with other city requirements will be resolved

Recommendations for Responsible Action

I respectfully urge the Council to:

1. Defer this legislation until proper analysis and documentation can be completed

2. Consider establishing a work group or re-engaging the Urban Forestry Task Force to provide meaningful public engagement

3. Direct staff to provide a comprehensive and objective Staff Report, including:

    - Full fiscal impact assessment with specific cost estimates
    - Integration analysis with Urban Forestry Task Force recommendations
    - Detailed implementation plan with timelines and responsibilities
    - Review of best practices from comparable cities[3]
    - Baseline data collection on Madison's current heat island conditions
    - Quantifiable goals for the legislation

Conclusion

This proposal, in its current form, represents a flawed process that is likely to result in a flawed policy. Madison residents deserve better than governance by impulse. We deserve thorough analysis, transparent fiscal information, and genuine public engagement.

I urge you to defer this item and demand the professional, comprehensive approach that such important legislation requires. Build upon the Urban Forestry Task Force's foundation. Engage stakeholders meaningfully. Provide a complete analysis. Only then can we develop effective policies that will address urban heat challenges while maintaining public trust.

I appreciate your consideration of these comments.

From: J W
To: Plan Commission Comments
Subject: Protection Zone around street trees in construction areas
Date: Monday, August 11, 2025 3:44:40 PM

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

Greetings,
I was delighted to read in the recent Mayor's newsletter about updating the tree protection ordinance. I would like to register my support for protecting our urban & neighborhood trees. I definitely value the urban cooling, stormwater runoff, and air quality improvements that our trees provide. It makes our city a much more desirable place to live as well as climate resilient.

I'd like to clarify what this could mean for me personally & the mature tree on my property adjacent to the street. I have a tree on my front lawn that is 36 inches in diameter. If street construction were to take place, what kind of projection zone would my tree qualify for?

Thank you for taking the time to answer my question.
M.J. Welch

From: Sandra Ward
To: Plan Commission Comments
Subject: 89245
Date: Monday, August 11, 2025 2:24:30 PM

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To Mayor Rhodes-Conway and all Alders

As co-chairs of the Capitol Neighborhoods (CNI) Tree Protection and Planting Committee (TPPC), we are writing to heartily endorse the ordinance changes in item 89254 and to thank Alder Mike Verveer and Forester Ian Brown for their hard work and dedication to enhancing Madison's tree canopy. These ordinance changes have the potential to save mature trees that are so vital to our environment and to the health of our city. Thank you!

Sandra Ward and Grace Hasler

Co-Chairs CNI TPPC

From: Michael Rewey
To: Plan Commission Comments
Subject: Legistar 89254 / Agenda Item 2
Date: Monday, August 11, 2025 12:46:49 PM

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I'll keep it simple. I strongly support the Ordinance changes regarding tree protection and funding. Madison is slowly becoming a "heat island". It needs to be reversed.

Hopefully in the future we can make protections even stronger.

Kudos to Ian Brown and staff.

Michael Rewey
1921 Jefferson Street
Madison, WI 53711

Virus-free.www.avast.com

Plan Commission
Meeting of August 11, 2025
Agenda item #2, Legistar 89254

Changes

Proposed 10.105 changes
Definition of Street Tree
This section defines a "street tree" as a "tree within City controlled right-of-way, including within terrace areas, medians, and undeveloped right-of-way. Trees do not include shrubs and bushes."

This definition is limited to ROW trees. This gives trees in parks (or greenways) less protection than a ROW tree. Development has occurred, or been proposed, in areas adjacent to parks. For example, adjacent to the Yahara River Parkway and adjacent to the Elizabeth Link Peace Park. If a developer removes a tree in a City park, the developer would not be subject to the proposed replacement fund.

MGO 23.24 prohibits damaging trees in the ROW and trees in "any public park or public place." A public space is defined as "a place which is in public ownership or a place to which the public has access, distinguished from a private place." Perhaps there should be consistency between proposed 10.105 and 23.24.

Applicability
"Any person who removes, or causes the removal of a street tree" must either replace the tree as approved under the replacement plan or pay into the replacement fund. But what does it mean to remove a tree? What if a tree survives construction, but due to over trimming or compaction of roots, the lifespan of the tree is expected to be severely compromised?

Section 10.05 changes
This section only applies to the ROW. Proposed (6)(b)2.e. would be added:

> The applicant shall identify all street trees within the project area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2).

There is not a definition for "street tree." (Unlike the use of "DBH or caliper measurement" which refer to 10.105(2) for a definition.) Since 10.05 only applies to the ROW and since there is a definition section, the definition of a street tree could be added using the existing language from proposed 10.105: "a tree within City controlled right-of-way, including within terrace areas, medians, and undeveloped right-of-way." Without a definition, a question could arise whether a tree along a bike path really counts as a "street tree."

There is also a potential problem with the use of "within the project area." ("Project area" is also used in proposed (11)(d)1.) Is the "project area" limited to the site on which construction will occur, or does it also include areas that will be impacted by construction? A "project area"

as used under the excavation section of 10.05 seems to limit "project area" to the site upon which construction will occur.

Alternatively, perhaps both issues could be addressed by changing proposed (6)(b)2.e. to read: "The applicant shall identify all trees in the right-of-way that are located within 20 feet of the project area …" This alternative would (1) remove the potential ambiguity of what "street tree" means, and (2) remove the limitation of "trees within the project area" since ROW trees may not technically be within the project area. (And a similar change made to (11)(d)1.)

Section 10.055 changes

This section addresses the occupancy of street, sidewalk, terrace, alleys or other public grounds, and uses "street tree" two times. "Street tree" is not defined, plus the section also uses "public tree." Clearly, a definition of "street tree" that is limited to the ROW is more constraining than "public tree." Change proposed 10.055(3) to "public tree" rather than "street tree." Proposed 10.055(c)4., titled "Public Trees," should replace "existing street tree" with "existing public tree."

Case Study on why this ordinance is needed

When 306 S Brearly came before Plan Commission last November, the developers told Plan Commission that trees in the right-of- way would not be impacted by the development (the development is along the Cap City bike path right-of-way.)[1]

What actually happened:

1. Two trees in the right-of-way were removed by the developer. The City is installing a new storm sewer and there are detailed plans. On the final plans are a 10" diameter

[1] Ryan Staude (development team): "There is a large amount of large mature trees along the northern part of the site. They are on the adjacent site in the right-of-way. Those trees are not meant to be impacted at all. This rendering [view of project, plan page A902] just shows them minimized so we can maximize the view of the building."

Dan Schwartz (development team): "As Ryan said, we don't anticipate any impact on any vegetation in the City right-of-way."

Commissioner Heck asked about trees. "We've read that all of trees in the right-of-way will be protected. Isn't that what you said, Ryan maybe that's for you?"
Ryan: "The larger mature trees that are along the northern property line are all on the property just to the north of us. Because of the canopy of the trees do overhang the property there will be some trimming of those trees, but there isn't any intent to remove those trees based on the development that we're proposing."

Commissioner Heck said there was an implication that some smaller trees may be impacted and asked whether there is any question about which trees are on which side of the line.
Ryan: "There are a few trees on what would be the northwestern portion of our site that would be impacted. But the majority of the trees would not be. And once again, the ones that are not on our property would not be impacted by our proposed development."

tree and a 13" diameter tree in the ROW near the western end of the site. These trees were removed by the developer.

2. The large mid-block cottonwood was removed. I believe this tree was most likely within the ROW. I asked the City Forester about this tree and he said "Forestry did not review or approve removal of the mid-block cottonwood, though was clear communication from City staff with the developer about the property boundaries around this tree." I then asked the staff person assigned to the storm water project, who referred me to the engineer for private development. I asked the engineer how it was determined that this cottonwood was on the 306 S Brearly property, and was told she would have to look into it. Ultimately she went to the developer's consultant engineer who told her that the questions and concerns had been addressed with the Friends of the Isthmus Path Prairie Garden. I checked and the questions/concerns had not been addressed. Though the engineer said that I could get back to her if the questions/concerns had not been answered, at that point I gave up. Attached is a photo which reflects how far the construction fence bulged into the ROW in the area where the cottonwood was located.
3. The large cottonwood at Brearly was decimated. The roots were hacked, not cut. The pruning was of non-professional quality. Then they put up fencing to protect the tree, but then tied the construction fence to the tree, resulting in a gash into the bark. See attached photos.

Respectfully Submitted,
Linda Lehnertz



The temporary construction fencing bulged out into the ROW at the western end where the two trees were removed, and where the cottonwood was likely removed. The orange flags are about 7.5' into the ROW. As can be seen, the fencing is further into the ROW than the flags.



Hacked roots of the cottonwood at S Brearly, with a piling.



Early July, S Brearly cottonwood apparently being used to support the construction fence.



Strap cutting into the bark.

From: Grace Hasler
To: Plan Commission Comments
Subject: proposed tree ordinance changes
Date: Wednesday, August 20, 2025 11:59:08 AM

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One of the most valuable environmental resources the City of Madison and particularly the Isthmus is mature street tree canopy on public and private land. The city and its leaders have the opportunity to ensure that protecting trees during periods of construction on our public right of ways is up to date and vigorous. Our new forester, Ian Brown, and Alder Verveer and others are leading this effort to update the current ordinance. I heartily support this proposal and encourage you to approve it. I encourage the Plan Commission to approve it.

Grace Hasler, Co-chair of the TCCP committee (CNI Tree Protection and Planting Committee)
gracehasler@gmail.com

From: Sandra Ward
To: Plan Commission Comments
Subject: Agenda item 2 legistar 89254
Date: Friday, August 22, 2025 8:19:53 AM

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I am writing in support of item 89254.

As climate change intensifies it is critical to understand that canopy trees are an essential component of our city's infrastructure, not simply an amenity.

As we continue to build greater density, as we should, we need also to protect the trees we have. Trees make new developments more valuable and contribute to livable density. We are not in an either/or situation, we can have density and we can save trees. And saving trees is what the proposed ordinance change will do.

At the present time, it is common for developers to cut down large trees on private property to make way for the construction of large buildings. That is their right. We can't prevent someone from cutting down a tree on private property, but we can and should protect street trees, the trees that grow in our terraces. In fact, because so many trees on private property are sacrificed for density, every single street tree we have is even more precious. And that is particularly true in our downtown areas.

Our current ordinances do not sufficiently protect street trees during construction. Recent experiences with tree damage on the 500 block of west Main St show that to be the case with crystal clarity. The proposed ordinance changes are a crucial step in the right direction in that they bring tree protection up front in the planning process, create effective tree protection zones, and establish a fund to support our tree canopy.

I urge your support for these changes. We need this ordinance to ensure the future livability of a denser Madison.

Thank you for your attention to this critical matter,

Sandra Ward

Co-Chair CNI Tree Preservation and Planting Committee

Robert C. Procter
Government Affairs Director
Axley Brynelson, LLP
rprocter@axley.com
(608) 283-6762

Re:	**STREET TREE PROTECTION ORDINANCE**
TO:	Housing Strategy Committee
FROM:	Realtors® Association of South Central Wisconsin[1] Robert C. Procter, Government Affairs Director
DATE:	August 25, 2025

On behalf of the REALTORS® Association of South Central Wisconsin (RASCW), thank you for the opportunity to provide testimony on the proposed revisions to the City's Street Tree Protection Ordinance. RASCW's members support the protection of trees located in the City's right-of-way. Street trees enhance neighborhood life, offer environmental benefits, and add to community character. At the same time, we believe that several clarifications to the draft ordinance are necessary to ensure it functions as intended, provides fairness to property owners and contractors, and avoids unintended consequences for development projects.

Tree Protection Zone Limited to the Right-of-Way. As written, the definition of the Tree Protection Zone is ambiguous and could be interpreted to extend onto private property. This effectively creates a new form of setback requirement not contemplated by the ordinance, and one that could prevent reasonable use of private property. We recommend making clear that the Tree Protection Zone applies only within the City's right-of-way and does not extend onto adjacent private property.

Condition of the Tree as a Factor. The health and condition of the tree should be explicitly recognized as a factor in valuation and decision-making. This ensures the City prioritizes resources toward protecting viable, healthy trees and avoids imposing disproportionate replacement costs on projects where trees are already in decline.

Proportional Enforcement – Up to 20-Day Suspension. Current language allows for revocation of right-of-way permits for violations. Revocation is a severe penalty that could jeopardize projects valued at tens or even hundreds of millions of dollars. Large construction projects involve multiple contractors and subcontractors working under tight deadlines. Mistakes by the best of contractors are possible. Allowing for suspensions of up to 20 days instead of automatic revocation creates accountability while keeping enforcement proportional to the violation without threatening the project's viability.

These clarifications do not affect the ordinance's purpose or intent. They create clear, fair, and proportional rules for all parties involved. RASCW respectfully requests that these clarifications be incorporated into the final ordinance to ensure it provides protection for City-owned street trees while supporting clarity, fairness, and project feasibility. We have attached a chart showing the requested revisions. These revisions are the same as those requested by Smart Growth of Greater Madison.

[1] RASCW represents more than 3,400 members of the housing industry in South Central Wisconsin. RASCW supports the housing industry through advocacy for its members and consumers.

PROPOSED CLARIFICATIONS TO STREET TREE PROTECTION ORDINANCE
REALTORS ASSOCIATION OF SOUTH CENTRAL WISCONSIN

Section	City Draft	Proposed Clarifications	Comment
Standard Specs § 107.13 (Tree Protection Zone)	Tree Protection Zone is the greater of 5 feet or 1 foot per DBH. City Forester may adjust.	Defines as a radius; limited to public right-of-way; Forester may adjust considering construction equipment access.	The clarification as to 'radius', limited to the public right-of-way, and City Forester discretion were all items that the City Forester testified as being his interpretation of the Ordinance. These changes would only clarify and not change the intent.
MGO § 10.05(11)(d) (Tree Protection Requirement & Penalty)	Applicants must comply with §107.13 unless covered by trimming/removal permit. Penalty: $500 or $150/inch if removal occurs.	Clarifies penalties apply for 'unauthorized removal'.	This is a clarification that does not change the intent of the ordinance.
MGO § 10.05(12)(a) (Revocations/Suspensions)	Permit may be revoked, suspended, or refused if tree rules violated.	Explicitly allows up to a 20-day suspension for non-compliance or unauthorized damage to ROW trees.	No matter how professional or well-intentioned contractors are, mistakes happen. Revoking a ROW permit could cause a project to fail. These projects are always on tight deadlines. The penalty for a violation needs to be proportional to the violation. Endangering the viability of a project that is potentially tens or hundreds of million dollars because a contractor or subcontractor made a mistake is draconian.
MGO § 10.055(4)(s) (Tree Protection for Occupancy Permits)	Applicants must comply with §107.13 while occupying area. Penalty: $500 or $150/inch if removal occurs.	Same requirement but specifies “unauthorized removal” before per-inch fines apply.	This is a clarification that does not change the intent of the ordinance.

Section	City Draft	Proposed Clarifications	Comment
MGO § 10.055(5) (Public Trees)	Unauthorized trimming, pruning, or removal causes permit revocation.	Unauthorized trimming, pruning, or removal causes a 20-day suspension instead of automatic revocation.	Same comment as 3.
MGO § 10.08(3)(e) (Entrance Locations)	No entrance allowed where a City tree is present unless no other option and tree permit obtained.	Adds exceptions: (1) if other ordinance/policy conflicts, staff decides priority; (2) Forester discretion to allow removal considering tree size/condition if project would be adversely impacted.	This is a clarification that does not change the intent of the ordinance.
MGO § 10.105(5) (Tree Valuation)	Valuation policy considers replacement/reestablishment costs, size, age, species, soil, canopy, etc.	Adds “health condition” as a valuation factor. Reaffirms valuation should reflect City's actual replacement / reestablishment costs.	This is a clarification that does not change the intent of the ordinance.

From:	Bill Connors
To:	Plan Commission Comments
Subject:	Smart Growth"s Comments re Proposed Street Tree Protection Ordinance
Date:	Friday, August 22, 2025 4:13:14 PM
Attachments:	SGGM Recommended Changes to Madison Street Tree Protection Ord 2025-08-22.pdf

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

Chair Gnam and Plan Commission Members:

Attached to this email are recommended changes from Smart Growth Greater Madison to the proposed street tree protection ordinance and changes to the Standard Specifications for Public Works Projects, Legistar 89254. Smart Growth is seeking more time to work with the ordinance's sponsors and staff on language that achieves the objectives of the proposed ordinance while minimizing negative consequences.

Smart Growth asks that you adopt a motion asking the Common Council to re-refer this ordinance to your commission to allow additional time to work collaboratively on the ordinance and standard specifications language.

There was no attempt to reach out to developers and contractors who are active in Madison regarding the concept for and text of the proposed ordinance before it was introduced. Smart Growth would have welcomed being able to hear from the sponsors about the problem they are seeking to fix and to share ideas about how to fix the problem while minimizing added risk, delays and costs to housing construction in Madison. Unfortunately, we have only started those conversations with City Forester Ian Brown.

Smart Growth encourages you to read the memo in Legistar from Alex Saloutos, dated August 11, 2025, about the lack of data and analysis to support the proposed ordinance. Smart Growth agrees with Mr. Saloutos's memo.

This proposed ordinance is yet another way that the city government makes housing more expensive in Madison. For example, developers of multi-family housing buildings will need to find a way to pass along to tenants the cost of a tree replacement plan produced by a certified arborist and the required contribution to the new street tree replacement fund. Although these costs might appear relatively small, they are on top of many other costs that the Madison city government imposes on new housing construction, including bird-friendly glass and green roofs.

Smart Growth recommends using Park Fee revenue to make the required contributions to the street tree replacement fund, if that is permitted by state law, to avoid increasing the cost of housing. Park Fee revenue is rarely spent to benefit residents of the greater Downtown area.

Smart Growth's greatest concern is about the provisions in the proposed ordinance authorizing the revocation of permits to use the street or other parts of the right of way (e.g., the terrace) to stage construction equipment and materials. In the tight spaces for infill development and redevelopment projects, it is often essential to be able to use the street and terrace to stage equipment and materials. The safety of workers, passing pedestrians and motorists, and nearby properties is of paramount importance when deciding where to stage equipment and materials for a substantial construction project.

The draft ordinance provides that if an employee of one of the contractors or

subcontractors mistakenly damages or kills a street tree that was supposed to be preserved, the city government may revoke the permits to use the street and terrace. For many infill development projects, the revocation of these permits would be a death sentence—the new building could not be completed.

City Forester Brown has said in that situation, the developer could apply for new permits to use the street and right of way. But under the proposed ordinance, the new permits might be denied.

Developers will be extremely reluctant to take the risk that their project might be hit with a death sentence in the midst of construction if a contractor's or subcontractor's employee makes a mistake. Lenders will be extremely reluctant to make loans for development projects if a project might be hit with a death sentence in the midst of construction if a contractor's or subcontractor's employee makes a mistake. If this proposed ordinance is enacted in its current form, many developers will not even explore projects on possible infill development sites because of the risk created by the presence of street trees. You will not see the housing development projects that never happen because they are never even explored as a result of this ordinance.

Smart Growth has recommended different ordinance text to address this concern.

Most of the other changes recommended by Smart Growth make the text of the ordinance and Standard Specifications match statements that City Forester Brown has made about how this new regulatory regime would work in practice.

Thank you for your consideration.

Bill Connors
Executive Director
Smart Growth Greater Madison, Inc.
608-228-5995 (mobile)
www.smartgrowthgreatermadison.org

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Madison, WI 53703

SMART GROWTH
Greater Madison

25 W Main St—5th Floor, Suite 33
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608-554-5045
hello@smartgrowthgreatermadison.org

August 22, 2025

Smart Growth Greater Madison recommends the following changes to the proposed changes to the Standard Specifications for Public Works Projects and the proposed Street Tree Protection Ordinance

Standard Specifications for Public Works Projects sec. 107.13

Current proposed new text:

The Tree Protection Zone is the area around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based on the unique characteristics of the tree in question.

SGGM's recommended new text:

The Tree Protection Zone is the area around a tree that is within a radius from the tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based on the unique characteristics of the tree in question and the need for construction equipment to access adjacent development sites. The Tree Protection Zone is only within the public right of way and does not extend into adjacent private property.

New subs. (11), para. (d) in MGO sec. 10.05

Current proposed new text:

(11) Other Obligations.

(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection

3. Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

SGGM's proposed new text:

(11) Other Obligations.

(d) Tree Protection.

4. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

5. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees~~,~~ In addition, the Department may suspend a permit for 20 days if the applicant or Permittee failed to comply with Section

107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

New para. (s) in MGO sec. 10.055, subs. (4)

Current proposed new text:

(S) Tree Protection

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

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Change to subs. (5) of MGO sed. 10.055

Current proposed new text:

(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to revoke a permit issued under this Section. Any tree removal is further subject to Sec. 10.105.

SGGM's recommended new text:

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New paragraph (e) in MGO sec. 10.08, subs. (3)

Current proposed new text:

No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105.

SGGM's recommended new text:

No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105, except as follows:

1. If another section of the Madison General Ordinances or City policy or City department prohibits an entrance from being located where a City street tree is not present, city staff shall decide which ordinance or policy has priority regarding the location of the entrance.
2. If an owner of private property shows that a proposed development project would be adversely impacted by requiring an entrance to be located where no existing City street tree is present, the City Forester has discretion to allow an applicant to obtain a permit to remove a City street tree under Sec. 10.101 taking into consideration the size and condition of the street tree that would be removed.

New MGO section 10.105, subs. (5)

Current proposed new text:

Valuation. The City Forester shall determine the value of the removed street tree by applying the City Forester's Street Tree Valuation Policy, which policy shall be created by the City Forester and approved by the Board of Public Works. The Policy shall be updated at least bi-annually so that the valuations reflect the City's updated costs. In establishing the policy, the City Forester shall consider a tree's replacement cost (the costs that will be incurred by the City to purchase suitable replacement(s) for the tree), and reestablishment costs (the costs that will be incurred by the City to prepare a site suitable for sufficient canopy growth to replace the lost tree). Other factors to consider will include, but not be limited to, size, age, species, and character of the tree, type of street, soil condition, and the existing tree canopy. The value determination for a tree is meant to reflect the City's actual costs that would be incurred to replace the removed tree.

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From: Scott Hershberger
To: Finance Committee
Subject: Street tree protection
Date: Monday, August 11, 2025 8:53:36 AM

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Dear Finance Committee members:

I am a Madison resident, and I strongly support the proposed amendments to Madison's general ordinances to enhance the city's street tree protection provisions and establish a Street Tree Replacement Fund.

Trees are the unsung heroes of our urban landscapes. They benefit our physical health by providing shade and cooling the city, they benefit our mental health through their green beauty, and they benefit the environment by filtering pollution, preventing erosion, providing habitat and food for wildlife and pollinators, and more. Many of these benefits are amplified for old, large trees that take several (human) generations to grow. By increasing our protections for street trees, we are investing in our current and future well-being. The economic gains from protecting street trees far outweigh the costs that might be added to construction projects.

I hope you will support the proposed amendments. Thank you for your consideration.
Sincerely,
Scott Hershberger
702 Eagle Heights
Apt D
Madison, WI 53705

From:	Bill Connors
To:	Finance Committee
Subject:	Smart Growth"s Comments re Proposed Street Tree Protection Ordinance
Date:	Friday, August 22, 2025 4:19:23 PM
Attachments:	SGGM Recommended Changes to Madison Street Tree Protection Ord 2025-08-22.pdf

You don't often get email from bill@smartgrowthgreatermadison.org. Learn why this is important

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

Mayor Rhodes-Conway and Finance Committee Members:

Attached to this email are recommended changes from Smart Growth Greater Madison to the proposed street tree protection ordinance and changes to the Standard Specifications for Public Works Projects, Legistar 89254. Smart Growth is seeking more time to work with the ordinance's sponsors and staff on language that achieves the objectives of the proposed ordinance while minimizing negative consequences.

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Thank you for your consideration.

Bill Connors
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August 22, 2025

Smart Growth Greater Madison recommends the following changes to the proposed changes to the Standard Specifications for Public Works Projects and the proposed Street Tree Protection Ordinance

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Current proposed new text:

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SGGM's recommended new text:

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New subs. (11), para. (d) in MGO sec. 10.05

Current proposed new text:

(11) Other Obligations.

(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection

3. Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

SGGM's proposed new text:

(11) Other Obligations.

(d) Tree Protection.

4. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

5. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

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107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

New para. (s) in MGO sec. 10.055, subs. (4)

Current proposed new text:

(S) Tree Protection

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

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Change to subs. (5) of MGO sed. 10.055

Current proposed new text:

(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to revoke a permit issued under this Section. Any tree removal is further subject to Sec. 10.105.

SGGM's recommended new text:

(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to ~~revoke~~ suspend a permit issued under this Section for 20 days. Any tree removal is further subject to Sec. 10.105.

New paragraph (e) in MGO sec. 10.08, subs. (3)

Current proposed new text:

No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105.

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1. If another section of the Madison General Ordinances or City policy or City department prohibits an entrance from being located where a City street tree is not present, city staff shall decide which ordinance or policy has priority regarding the location of the entrance.
2. If an owner of private property shows that a proposed development project would be adversely impacted by requiring an entrance to be located where no existing City street tree is present, the City Forester has discretion to allow an applicant to obtain a permit to remove a City street tree under Sec. 10.101 taking into consideration the size and condition of the street tree that would be removed.

New MGO section 10.105, subs. (5)

Current proposed new text:

Valuation. The City Forester shall determine the value of the removed street tree by applying the City Forester's Street Tree Valuation Policy, which policy shall be created by the City Forester and approved by the Board of Public Works. The Policy shall be updated at least bi-annually so that the valuations reflect the City's updated costs. In establishing the policy, the City Forester shall consider a tree's replacement cost (the costs that will be incurred by the City to purchase suitable replacement(s) for the tree), and reestablishment costs (the costs that will be incurred by the City to prepare a site suitable for sufficient canopy growth to replace the lost tree). Other factors to consider will include, but not be limited to, size, age, species, and character of the tree, type of street, soil condition, and the existing tree canopy. The value determination for a tree is meant to reflect the City's actual costs that would be incurred to replace the removed tree.

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From: Robert C. Procter
To: Finance Committee
Subject: Street Tree Protection Ordinance
Date: Monday, August 25, 2025 1:22:35 PM
Attachments: RASCW Comments to Street Tree Ordinance (2025 8-25).pdf

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

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

Dear Finance Committee Members:

Please see the attached comments from the REALTORS Association of South Central Wisconsin.

Sincerely,

Robert Procter
Attorney

AXLEY BRYNELSON LLP
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Robert C. Procter
Government Affairs Director
Axley Brynelson, LLP
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(608) 283-6762

Re:	**STREET TREE PROTECTION ORDINANCE**
TO:	Housing Strategy Committee
FROM:	Realtors® Association of South Central Wisconsin[1] Robert C. Procter, Government Affairs Director
DATE:	August 25, 2025

On behalf of the REALTORS® Association of South Central Wisconsin (RASCW), thank you for the opportunity to provide testimony on the proposed revisions to the City's Street Tree Protection Ordinance. RASCW's members support the protection of trees located in the City's right-of-way. Street trees enhance neighborhood life, offer environmental benefits, and add to community character. At the same time, we believe that several clarifications to the draft ordinance are necessary to ensure it functions as intended, provides fairness to property owners and contractors, and avoids unintended consequences for development projects.

Tree Protection Zone Limited to the Right-of-Way. As written, the definition of the Tree Protection Zone is ambiguous and could be interpreted to extend onto private property. This effectively creates a new form of setback requirement not contemplated by the ordinance, and one that could prevent reasonable use of private property. We recommend making clear that the Tree Protection Zone applies only within the City's right-of-way and does not extend onto adjacent private property.

Condition of the Tree as a Factor. The health and condition of the tree should be explicitly recognized as a factor in valuation and decision-making. This ensures the City prioritizes resources toward protecting viable, healthy trees and avoids imposing disproportionate replacement costs on projects where trees are already in decline.

Proportional Enforcement – Up to 20-Day Suspension. Current language allows for revocation of right-of-way permits for violations. Revocation is a severe penalty that could jeopardize projects valued at tens or even hundreds of millions of dollars. Large construction projects involve multiple contractors and subcontractors working under tight deadlines. Mistakes by the best of contractors are possible. Allowing for suspensions of up to 20 days instead of automatic revocation creates accountability while keeping enforcement proportional to the violation without threatening the project's viability.

These clarifications do not affect the ordinance's purpose or intent. They create clear, fair, and proportional rules for all parties involved. RASCW respectfully requests that these clarifications be incorporated into the final ordinance to ensure it provides protection for City-owned street trees while supporting clarity, fairness, and project feasibility. We have attached a chart showing the requested revisions. These revisions are the same as those requested by Smart Growth of Greater Madison.

[1] RASCW represents more than 3,400 members of the housing industry in South Central Wisconsin. RASCW supports the housing industry through advocacy for its members and consumers.

PROPOSED CLARIFICATIONS TO STREET TREE PROTECTION ORDINANCE
REALTORS ASSOCIATION OF SOUTH CENTRAL WISCONSIN

Section	City Draft	Proposed Clarifications	Comment
Standard Specs § 107.13 (Tree Protection Zone)	Tree Protection Zone is the greater of 5 feet or 1 foot per DBH. City Forester may adjust.	Defines as a radius; limited to public right-of-way; Forester may adjust considering construction equipment access.	The clarification as to 'radius', limited to the public right-of-way, and City Forester discretion were all items that the City Forester testified as being his interpretation of the Ordinance. These changes would only clarify and not change the intent.
MGO § 10.05(11)(d) (Tree Protection Requirement & Penalty)	Applicants must comply with §107.13 unless covered by trimming/removal permit. Penalty: $500 or $150/inch if removal occurs.	Clarifies penalties apply for 'unauthorized removal'.	This is a clarification that does not change the intent of the ordinance.
MGO § 10.05(12)(a) (Revocations/Suspensions)	Permit may be revoked, suspended, or refused if tree rules violated.	Explicitly allows up to a 20-day suspension for non-compliance or unauthorized damage to ROW trees.	No matter how professional or well-intentioned contractors are, mistakes happen. Revoking a ROW permit could cause a project to fail. These projects are always on tight deadlines. The penalty for a violation needs to be proportional to the violation. Endangering the viability of a project that is potentially tens or hundreds of million dollars because a contractor or subcontractor made a mistake is draconian.
MGO § 10.055(4)(s) (Tree Protection for Occupancy Permits)	Applicants must comply with §107.13 while occupying area. Penalty: $500 or $150/inch if removal occurs.	Same requirement but specifies “unauthorized removal” before per-inch fines apply.	This is a clarification that does not change the intent of the ordinance.

Section	City Draft	Proposed Clarifications	Comment
MGO § 10.055(5) (Public Trees)	Unauthorized trimming, pruning, or removal causes permit revocation.	Unauthorized trimming, pruning, or removal causes a 20-day suspension instead of automatic revocation.	Same comment as 3.
MGO § 10.08(3)(e) (Entrance Locations)	No entrance allowed where a City tree is present unless no other option and tree permit obtained.	Adds exceptions: (1) if other ordinance/policy conflicts, staff decides priority; (2) Forester discretion to allow removal considering tree size/condition if project would be adversely impacted.	This is a clarification that does not change the intent of the ordinance.
MGO § 10.105(5) (Tree Valuation)	Valuation policy considers replacement/reestablishment costs, size, age, species, soil, canopy, etc.	Adds “health condition” as a valuation factor. Reaffirms valuation should reflect City's actual replacement / reestablishment costs.	This is a clarification that does not change the intent of the ordinance.

Standard Specifications for Public Works Projects
(2026 Proposed Revisions)

107.13 Tree Protection Specifications.

These specifications shall be applicable to all Contractors working in the Public Right of Way, whether by permit, Public Works Contract, Developer Agreement or any other permission to work within the Public Right of Way. However, any Contractor doing work related to an emergency situation as described in Sections 10.05(13)(a) and 10.101(5) of the Madison General Ordinances are not bound by these provisions for those situations only. The term "Contractor" shall also mean 'Permit Grantee' or anyone given permission to work in the Public Right of Way, regardless of whether a permit is obtained or granted. For the purposes of these specifications, "Public Right of Way" shall include any property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, greenways and stormwater management areas. Other Sections of the Standard Specifications may repeat portions of this specification for emphasis and / or expand upon these specifications. The specifications found in those other Sections are not intended to conflict with these specifications.

The maintenance and enhancement of the urban forest, in particular the established urban forest, is a goal of the City of Madison. Preserving and protecting healthy trees, especially mature trees, is one objective towards achieving this goal. Trees vary in their ability to adapt to altered growing conditions. Trees have established stable biological systems in the pre- existing physical environment. Disruption of this environment by construction activities interrupts the tree's physiological processes causing depletion of energy reserves and a decline in vigor, often resulting in the tree's death. Typically, this reaction may develop from one to twelve years or more after disruption. It could take generations to replace a fully mature tree. These tree protection specifications are intended to insure that appropriate practices will be implemented in the construction phase of the project to protect a tree's structural integrity and future health and both preserve trees and property value. Also, these specifications will reduce the likelihood of undesirable consequences that may result from uninformed or careless construction practices adjacent to trees. The most common forms of construction damage to trees are:

- Injury to roots, trunk or branches
- Bark or trunk wounding
- Soil compaction which degrades the functioning of roots and inhibits the development of new ones and restricts drainage, which desiccates roots
- Changes in existing grade which can cut or suffocate roots

Damage can be prevented or minimized by following the specifications below and properly educating construction staff of these specifications and use of care when working around trees during the construction process within the Tree Protection Zone. If the City Forester or City Engineer determines that a tree has been damaged due to

failure to follow these specifications, or negligence of the Contractor or Subcontractor, a fine or liquidated damages shall be assessed to the Contractor or permit holder.

For the purposes of this Section 107.13, the definitions set forth in MGO Sec. 10.105(2) apply, including:

DBH, or Diameter at Breast Height, means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

The Tree Protection Zone is the area within the radius around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based upon the unique characteristics of the tree in question, or other considerations.

The City Engineer or City Forester may elect to specify the use of a protective fencing and/or barricades by the Contractor to mark the tTree pProtection zZones or zZones of no disturbance for protected trees, street trees or designated trees. The fenced and/or barricaded enclosure shall achieve three four primary goals, (1) to keep the foliage of tree crowns and branching structure clear from contact by equipment, materials and activities; (2) to preserve roots and soil conditions in an intact and non-compacted state and; (3) to identify the tTree pProtection zZone in which no soil disturbance is permitted and activities are restricted, unless otherwise approved; and (4) to protect a tree trunk, roots and limbs from direct contact during work. The fences and/or barricades shall enclose the entire area designated by City Engineer or City Forester of the trees to be saved throughout the life of the project, or until final improvement work within the area is required, typically near the end of the project. The fences and/or barricades shall be erected before the demolition, grading or construction begins. Do not remove tTree pProtection zZone fencing/barricades to allow for deliveries or equipment access through the protection zone. Whenever construction fencing and/or barricades are is used, a bid item shall be included in the contract, unless specified as incidental.

107.13(a) Underground Utility Excavation & Installation Excavation and Work Within the Tree Protection Zone.

The Contractor shall not grade, excavate, full depth saw cut sidewalk or otherwise disturb the area within the Tree Protection Zone five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system along the length of the terrace, without prior consultation with and permission from the City Forestry Representative.

For work involving laterals or utilities located in close proximity to terrace trees, the situation shall be reviewed on a case by case basis by the Engineer and City Forestry Representative. The contractor shall use construction methods to minimize tree damage as directed by the Engineer. The Engineer may elect to terminate lateral installation prior to conflict with tree (normally terminate at the curb). Most laterals shall

have their locations verified and on the plan set in advance of bidding. Laterals that have not had their locations verified, shall be so noted on the plans.

Boring under or within the ~~5 foot~~ Tree P~~p~~rotection Z~~z~~one may be allowable, and is recommended compared to open trenching.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately in back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The Contractor shall not rip or pull roots out towards the trunk of a tree while excavating with a backhoe. The use of a backhoe to clean cut roots is NOT acceptable.

107.13(b) Curb Excavation and Installation.

Root masses that grow very close to, up to or over curb will require extra care during excavation. Curb modifications may be necessary as determined by the Engineer or City Forester, such as curving into the direction of the street to avoid damage to the root system or hand formed curb.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

The City Forester will review curb and gutter that is marked for removal and adjacent to street trees. Forestry will mark curb and gutter with “NRC” (No Root Cutting) next to trees that curb and gutter removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete curb and gutter so marked and those adjacent

curb and gutter sections six (6) feet on either side of the visible root flair without excavating into the terrace or without damaging roots;

4. At the City's discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved, how much excavation can be safely allowed and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by the end of the following work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester.

At locations where the curb and gutter is to be removed and replaced that are adjacent to street trees that are not marked "NRC", the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative.

Curb excavations shall be limited to one (1) foot behind the proposed curb for trees less than 10" in DBH (Diameter at Breast Height), for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

Curb excavations shall be limited to six (6) inches behind proposed curb for trees greater than 10" DBH, or street terrace widths less than six (6) feet for a distance of ten (10) feet each way from a tree trunk to reduce damage to the root system.

When excavation behind the curb is limited to less than 6 inches, the new curb must be a 'hand- formed' replacement for a minimum length as directed by the engineer.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for curb and gutter installation.

In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable.

All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of the excavation. Cuts may be made with lopping shears, chainsaw, stump grinder, sawzall or other means which will produce a clean cut. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(c) Sidewalk Excavation and Installation.

The City Forester will review sidewalk that is marked for removal and adjacent to street trees. Forestry will mark sidewalk with “NRC” (No Root Cutting) next to trees that sidewalk removal and replacement has a greater potential to damage tree roots. The Contractor shall proceed in the following sequence to repair sidewalk marked with NRC as follows:

1. Place a yellow ribbon around the tree marked NRC at approximately 4-feet from the ground in order to highlight these trees for the equipment operator removing the concrete;

2. Ribbon shall remain until forms have been removed;

3. Carefully remove the concrete sidewalk so marked and those adjacent sidewalk sections six
(6) feet on either side of the visible root flair without damaging roots;

4. At the City’s discretion, install a type II barricade;

5. Await inspection by Forester, who shall determine which roots can or cannot be cut or shaved and communicate their findings to the Contractor and the Engineering Construction Inspector. After the Contractor notifies the City Forestry staff that the removals are complete and ready for their determination, the City Forestry staff shall respond by then end of next work day. Rain days, weekends and holidays do not count as a work day for this purpose.

6. Proceed to cut or shave roots in the presence and under the direction of the Forester;

7. Install the granular sub-base, 3-inch minimum depth if the sub-grade is not acceptable, and new concrete sidewalk, 5-inch minimum depth;

8. Remove ribbon.

At locations where the sidewalk is to be removed and replaced that are adjacent to street trees that are not marked “NRC”, the Contractor can remove the concrete and underlying soil to sub-grade without notification to the City Forestry Representative. The Contractor and the City shall review the construction site for privately owned trees (on private property, but near the sidewalk to be removed) that could require the above process. In those cases, the trees shall be reviewed on a case-by-case basis with the property owner.

Contractor shall not cut any roots that are 3" or larger in diameter without prior permission from the City Forestry Representative for sidewalk installation or repair within ~~five (5) feet of any tree located in the terrace as measured from the outside edge of the tree trunk or visible aboveground portion of the root system~~ the Tree Protection Zone. In situations where root severing has to occur, the root cutting will be clean cuts – not jagged or ripped. The use of a Backhoe to clean cut tree roots is NOT acceptable. All roots over one (1) inch in diameter that are damaged shall be cleanly cut immediately back of the damaged section on the same day of excavation. Exposed roots should be covered as soon as excavation and installation are complete.

107.13(d) Root Cutting / Root Grinding.

Roots shall be cut or ground as specified by the City Forestry Representative. This cutting or grinding shall require the use of tools such as: stump grinders; lopping shears; root saws; sawzall; front mounted stump or wheel grinders; and chainsaws. Unless otherwise specified the Contractor shall be paid per linear foot for Root Cutting for the length of the NRC Curb or NRC sidewalk, with a maximum length of fifteen (15) linear feet per NRC location, more specifically as follows:

Root Cutting – Curb & Gutter

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed curb & gutter that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Curb & Gutter shall be measured per linear foot of curb & gutter that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Curb & Gutter shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

Root Cutting – Sidewalk

Description

This item shall include all root cutting and / or root grinding as determined by the City Forestry Representative for roots under removed sidewalk that has been marked with "NRC" for No Root Cut until further inspection. Work under this item shall include all work, materials, labor and incidentals necessary to cut or grind the root, using proper tools as prescribed by the City Forestry Representative.

Method of Measurement

Root Cutting – Sidewalk shall be measured per linear foot of sidewalk that is marked with "NRC" in the field, with a maximum measurement of 15 linear feet per tree location.

Basis of Payment

Root Cutting – Sidewalk shall be measured as described above which shall be full compensation for all work, materials and incidentals to complete the work as described above regardless of the degree of difficulty per given location.

107.13(e) Terrace Restoration.

All mechanical grading, including sod installation within ~~five (5) feet of any tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system~~ the Tree Protection Zone shall be prohibited unless directed by the City Engineer or City Forester.

107.13(f) Bark Abrasions and Limb Damage.

Contractor shall take precautions during construction not to disfigure, scar, or impair the health of any tree on public or private property.

Pre-construction pruning – Street trees will be pruned by City Forestry. All pruning shall be done according to ANSI A300 tree pruning specifications. No more than one-fourth (25 percent) of the functioning leaf and stem area may be removed within one calendar year. It must be recognized that trees are individual in form and structure, and that pruning needs may not always fit strict rules. Occasionally a limb may have to remain at a height less than fourteen (14) feet above the roadway. These instances shall be noted during the 'walk thru' and the Contractor shall employ methods to protect said limb. Pruning shall not be attempted by contractor unless approved by City Engineer or City Forester.

Contractor shall operate equipment in a manner as to not damage the branches of a tree. This may require using smaller equipment and loading or unloading materials in a designated space away from trees on the construction site.

Contractor shall notify City Forestry the same day of any damage to trees resulting from construction activities.

107.13(g) Soil Compaction.

The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials on or around trees and roots within ~~five (5) feet from the face of the tree measured in any direction or within~~ the ~~t~~Tree ~~p~~Protection ~~z~~Zone is prohibited. Poisonous materials include, but are not limited to, paint, concrete or stucco mix, dirty water or any other material which may be deleterious to tree health. This not only prevents compaction, but also prevents damage to the trunks of trees and branches through scraping of scuffing the bark.

107.13(h) Contractor / Foreperson Acknowledgement.

The Tree Protection Specification and known conflicts and concerns shall be reviewed at the Pre- Construction meeting with the Contractor. This review shall include review of a one page educational informational sheet that details the procedures for avoiding damage to the tree and tree roots.

Utilities or others working in the Public Right of Way shall be required to sign this acknowledgement on a case by case basis.

107.13(i) Cost Recovery Charges and Liquidated Damages.

The Contractor's failure to follow the proper safeguards of these specifications shall result in the following cost recovery charges and liquidated damages to be assessed against the Contractor:

Where construction damage occurs causing or resulting in removal of the tree of 3 inch DBH or less ~~diameter or less (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch)~~:

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground, and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

Where construction damage occurs causing or resulting in removal of the tree of greater than 3 inch DBH ~~diameter (as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch)~~:

1. The costs associated with removing the tree including wood disposal.

2. The costs associated with removing the stump to a depth of at least 24 inches below the ground, and roots greater than 1 inch in diameter.

3. The costs associated with replanting a replacement tree that is either balled & burlapped or in a container and shall have a minimum caliper of two (2) inches. The species and replanting location shall be determined by City Forestry.

4. The value of the existing tree which shall equal $~~125~~150.00 per DBH ~~trunk diameter~~ inch~~, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch~~.

For bark scraping, trunk wounding and broken branches:

1. The costs associated with pruning broken branches, including wood disposal.

2. Loss of limb or broken branch larger than three (3) inches in diameter: $500.00 for each occurrence. Breakage of limbs that are less than fourteen (14) feet above the roadway shall be reviewed on a case by case basis.

3. Any damage to trunk or bark for trees measuring less than 8 inches DBH ~~as measured at 4 1/2 feet~~: $500.00 for each area.

4. Damage (measuring 8 square inches) to trunk or bark for trees measuring 8 inches - 12 inches DBH ~~as measured at 4 1/2 feet~~: $500.00 for each area.

5. Damage (measuring 16 square inches) to trees measuring greater than 12 inches DBH ~~as measured at 4 1/2 feet~~: $500.00 each area.

For root cutting or excavation within the ~~t~~Tree ~~p~~Protection ~~z~~Zone:

1. For mechanical excavation within ~~five (5) feet of a tree as measured from the outside edge of the tree trunk or visible aboveground portion of the root system or within~~ the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone~~, whichever is larger~~, including ripping of roots back towards the trunk, without prior permission from City Forestry Representative: $500.00 for each occurrence

2. For mechanical excavation beyond six (6) inches or one (1) foot of the proposed curb installation, as determined by the size of existing tree and terrace width, including ripping of roots back towards the trunk: $500.00 for each occurrence (see Curb excavation and installation specifications)

3. For failure to cleanly cut damaged roots greater than one (1) inch on the same day as the excavation: $500.00 for each occurrence.

Soil Compaction. The storage of parked vehicles, construction equipment, building materials, refuse, excavated spoils or dumping of poisonous materials ~~on or around trees and roots within five (5) feet from the face of the tree measured in any direction or~~ within the designated ~~t~~Tree ~~p~~Protection ~~z~~Zone~~, whichever is larger~~:

1. Initial fine of $500.00 will be applied.

2. For each additional day that materials, parking of vehicles or construction equipment remains within ~~five feet of the tree or within~~ the designated Tree Protection Zone~~, whichever is larger,~~ a $500.00 fine will applied.

For Public Works Contracts these charges and liquidated damages shall be assessed as Liquidated Damages. For Private Contracts, Permit work, or others, these charges and liquidated damages shall be assessed as City imposed forfeitures or private contract forfeitures.

107.13(j) Private Development, Tree Removal.

If a private development shall require the removal of a public street tree to facilitate the construction of a site, adding a driveway, installing underground utilities, or any other improvement or site revision, the Developer shall obtain approval from City Forestry in advance of the proposed work.

From: Irene Olson
To: Board of Public Works
Subject: Save Our Street trees
Date: Monday, September 1, 2025 11:17:44 PM

You don't often get email from imolson5@hotmail.com. Learn why this is important

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

I am writing to urge you to vote for the proposed ordinance to protect street trees from development damage (Legistar file #89254). Please don't rely on developers to regulate themselves. They have already done so much damage that cannot be undone. We need to save and protect existing large canopy shade trees, especially since the development of a new building is only likely to add to the heat island problem

Sincerely,
Irene Olson

From: annewalker@homelandgarden.com
To: Board of Public Works
Subject: 89254-Tree protections
Date: Tuesday, September 2, 2025 8:44:48 AM
Attachments: WPM$P3KD.PM$

[You don't often get email from annewalker@homelandgarden.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear Board

We desperately need protections for our established trees. In Isthmus neighborhoods, we are short on canopy trees, and a lot of development and work occurs in the public ROW. Over the years, I have witnessed a lot of work that has harmed our canopy trees including damage to the roots, trunks and branches. In the Isthmus, many of the trees, should they die, will not be replaced due to utilities, both above and below ground. We need protections to preserve our canopy, and especially as our neighborhood continues to build not only buildings, but also the urban heat island effect.

Respectfully, Anne Walker
(no attachments)

From: Court Personal
To: Board of Public Works
Subject: Support for Trees
Date: Tuesday, September 2, 2025 12:58:49 PM

[You don't often get email from lindlcourtneyb@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello! I'm writing to support the trees and am asking you to pass 89254

Support the trees and don't let those developers ruin this wonderful piece of legislation!

Thank you,
Courtney Lindl
1012 Jenifer Street

Sent from my iPhone

From: C D
To: Board of Public Works; All Alders
Subject: Save trees! Legis# 89254
Date: Tuesday, September 2, 2025 12:58:50 PM

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Hello Board members,

Please vote in favor of updating tree protections for our city. Theres been too many instances of developers promising to save prominent trees, only to find later that they're taken down - this simply puts some teeth into what they should already be doing.

Particularly in central city /isthmus area where insufficient canopy has created heat island effect, we just cant afford to lose any more trees. What remains are still cooling many of our homes by their shade and providing beauty to otherwise stark concrete landscape.

I understand developers are fighting this - however its not anything that precludes them still building and profiting in our community. Its not unreasonable that we as a city try to hold onto what's made this such a desireable place for people to live.

Thank you
Cathy Debevec / 1885 E Main St., Madison, WI

From: Mable Jackson
To: Board of Public Works
Subject: Support the TREES
Date: Tuesday, September 2, 2025 12:58:52 PM

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I definitely understand. We planted six trees ourselves, their fruit trees. We have 6 in our front yard and had to ask MG&E to please not damage or walk-through our yard due to the trees that's only been planted for last than a year. So yes, I'll fully support and truly understand cause I am really overprotective about my mines. Contractors lack the ability of care if it's not theirs that's how I look at it and we need to do more about it. Fact is that all trees no matter what kind they should be protected at all costs, they are essential to us they not only provide oxygen but also fruit for the neighbors, family, and future to come and they also cost and is not cheap and once they are damage we have to rebuild and re-plug and re-dig and rebury that's also a lot of work. So yes I am all in and agree that we should protect our trees.
Sent from my iPhone

From: Rosemarie Carbino
To: Board of Public Works
Subject: I am in favor of update for City Trees
Date: Tuesday, September 2, 2025 2:42:13 PM

You don't often get email from rcarbino@wisc.edu. Learn why this is important

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Hello, Board of Public Works!

I want to be on record in favor of these updates to Madison's tree protection ordinance (**Legistar File #89254**).

I support it because the changes would:

- Expand **tree protection zones** during construction.
- Allow the City to **suspend/revoke permits** if contractors damage trees.
- Create a **Tree Replacement Fund** when removals are unavoidable.

Sincerely,

Rosemarie Carbino

1410 Morrison St., Madison 53703

From: Amy Owen
To: Board of Public Works
Subject: support for tree protection ordinance
Date: Tuesday, September 2, 2025 5:25:05 PM

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

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Dear Board,

I am writing to ask for your support of the tree protection ordinance (File #89254). Please vote to support these changes and allow more trees to thrive and survive in construction zones.

Thank you,

Amy Owen
3129 Buena Vista St.
Madison WI 53704

From: Mark Nordbck
To: Board of Public Works
Subject: Tree Protection Ordinance
Date: Tuesday, September 2, 2025 5:31:02 PM

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Please note my support for the updates to the Tree Protection Ordinance.

Thank you,
Mark Nordbeck
Marquette Neighborhood Association - Green Space Committee member

From: Michael Rewey
To: Board of Public Works
Subject: Tree Protection Ordinance
Date: Wednesday, September 3, 2025 10:41:28 AM

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Agenda Item 9 (Legistar 89254)

Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Sponsors: Satya V. Rhodes-Conway, Michael E. Verveer, Tag Evers, Davy Mayer, Will Ochowicz And Bill Tishler

PLEASE SUPPORT THIS POSITIVE ORDINANCE UPGRADE

Changes include:

- Expand tree protection zones during construction.
- Allow the City to suspend/revoke permits if contractors damage or illegally remove trees.
- Create an equitable tree replacement fund when removals are unavoidable or illegally taken.

You cannot replace today's tree canopy loss by simply planting a new tree. It takes years to replace lost canopy tree.

Thank you, Ian Brown, for initiating this.

Michael Rewey
1921 Jefferson Street
Madison

Virus-free.www.avast.com

From:	Bill Connors
To:	Board of Public Works
Subject:	Smart Growth"s Comments on Street Tree Protection Ordinance
Date:	Wednesday, September 3, 2025 11:55:08 AM
Attachments:	SGGM Recommended Changes to Madison Street Tree Protection Ord 2025-09-03.pdf

You don't often get email from bill@smartgrowthgreatermadison.org. Learn why this is important

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Members of the Board of Public Works:

Attached to this email are recommended changes from Smart Growth Greater Madison to the proposed street tree protection ordinance and changes to the Standard Specifications for Public Works Projects, Legistar 89254. Some of these recommended changes have been incorporated into the document entitled Tree Protection Specifications—Proposed Updates (08.28.25). Smart Growth appreciates those changes.

Smart Growth asks that you adopt a motion recommending that the Common Council adopt the proposed street tree protection ordinance with some changes to address our concerns. Unless and until a version 2 of the proposed ordinance is posted in Legistar, which has not happened yet, Smart Growth will oppose the proposed ordinance as introduced.

There was no attempt to reach out to developers and contractors who are active in Madison regarding the concept for and text of the proposed ordinance before it was introduced. Smart Growth would have welcomed being able to hear from the sponsors about the problem they are seeking to fix and to share ideas about how to fix the problem while minimizing added risk, delays and costs to housing construction in Madison.

Unfortunately, we only started to have conversations with sponsors of the proposed ordinance, City Forester Ian Brown and other city staff after we saw that the proposed ordinance had been introduced. Furthermore, Smart Growth and other stakeholders from the development and construction industry still have not been given an opportunity to work collaboratively on the language of the ordinance. The ordinance that is eventually enacted likely will cause unintended negative consequences because of the refusal to work collaboratively with Smart Growth and other stakeholders on the language of the proposed ordinance.

On August 25, 2025, the Plan Commission passed a motion which recommended considering some further clarifications to the proposed ordinance:

> On a motion by Alder Field, seconded by Alder Guequierre, the Plan Commission returned the item to the Board of Public Works with a recommendation to approve and asked that the sponsors or the Board of Public Works consider further clarification on the following: 1) That the tree radius is what is used in the policy and the tree protection zone within the radius is confined to the public right-of-way. 2) That the street permit related consequences are applicable to unauthorized tree damage or removal, specifically the word “unauthorized”. 3) Where there could be a conflict with other city policies regarding placing property entrances in locations that would otherwise be prohibited but where a street tree is not

present, and 4) The process for the revocation of permits and the appeal process to the Board of Public Works.

Smart Growth's greatest concern is about the provisions in the proposed ordinance authorizing the revocation of permits to use the street or other parts of the right of way (e.g., the terrace) to stage construction equipment and materials. In the tight spaces for infill development and redevelopment projects, it is often essential to be able to use the street and terrace to stage equipment and materials. The safety of workers, passing pedestrians and motorists, and nearby properties is of paramount importance when deciding where to stage equipment and materials for a substantial construction project.

The draft ordinance provides that if an employee of one of the contractors or subcontractors mistakenly damages or kills a street tree that was supposed to be preserved, the city government may revoke the permits to use the street and terrace. For many infill development projects, the revocation of these permits would be a death sentence—the new building could not be completed.

City Forester Brown has said in that situation, the developer could apply for new permits to use the street and right of way. But under the proposed ordinance, the new permits might be denied.

Developers will be extremely reluctant to take the risk that their project might be hit with a death sentence in the midst of construction if a contractor's or subcontractor's employee makes a mistake. Lenders will be extremely reluctant to make loans for development projects if a project might be hit with a death sentence in the midst of construction if a contractor's or subcontractor's employee makes a mistake. If this proposed ordinance is enacted in its current form, many developers will not even explore projects on possible infill development sites because of the risk created by the presence of street trees. You will not see the housing development projects that never happen because they are never even explored as a result of this ordinance.

Smart Growth recommended different ordinance text to address this concern, but our recommended language was rejected.

City Forester Brown has repeatedly said that if a street tree that was supposed to be preserved is damaged or killed, he is unlikely to jump straight to revocation of the street and/or right-of-way permits, but instead will work with the developer on some substantial remediation for this harm to the street tree. Smart Growth asks that whatever City Forester Brown has in mind as an intermediate step before revocation be expressed in writing in the ordinance.

Most of the other changes recommended by Smart Growth make the text of the ordinance and Standard Specifications match statements that City Forester Brown has made about how this new regulatory regime would work in practice.

This proposed ordinance is yet another way that the city government makes housing more expensive in Madison. For example, developers of multi-family housing buildings will need to find a way to pass along to tenants the cost of a tree replacement plan produced by a certified arborist and the required contribution to the new street tree replacement fund. Although these costs might appear relatively small, they are on top of many other costs that the Madison city government imposes on new housing construction, including bird-friendly glass and green roofs.

Smart Growth recommends using Park Fee revenue to make the required contributions

to the street tree replacement fund, if that is permitted by state law, to avoid increasing the cost of housing. Park Fee revenue is rarely spent to benefit residents of the greater Downtown area.

Thank you for your consideration.

Bill Connors
Executive Director
Smart Growth Greater Madison, Inc.
608-228-5995 (mobile)
www.smartgrowthgreatermadison.org

25 W Main St - 5th Floor, Suite 33
Madison, WI 53703

SMART GROWTH
Greater Madison

25 W Main St—5th Floor, Suite 33
Madison, WI 53703
608-554-5045
hello@smartgrowthgreatermadison.org

September 3, 2025

Smart Growth Greater Madison recommends the following changes to the proposed changes to the Standard Specifications for Public Works Projects and the proposed Street Tree Protection Ordinance

Standard Specifications for Public Works Projects sec. 107.13

Current proposed new text (08.28.25 version):

For the purposes of this Section 107.13, the definitions set forth in MGO Sec. 10.105(2) apply, including:

> DBH, or Diameter at Breast Height, means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.
>
> The Tree Protection Zone is the area within the radius around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based upon the unique characteristics of the tree in question, or other considerations.

SGGM's recommended new text:

For the purposes of this Section 107.13, the definitions set forth in MGO Sec. 10.105(2) apply, including:

> DBH, or Diameter at Breast Height, means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.
>
> The Tree Protection Zone is the area within the radius around a tree that is the greater of either 5 feet, or 1 foot for each DBH. The Tree Protection Zone may be increased or decreased by the City Forester based upon the unique characteristics of the tree in question, or other considerations. The Tree Protection Zone is only within the public right of way and does not extend into adjacent private property.

New subs. (11), para. (d) in MGO sec. 10.05

Current proposed new text:

(11) Other Obligations.

(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection

3. Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

SGGM's proposed new text:

(11) Other Obligations.

(d) Tree Protection.

4. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications

for Public Works Construction, where applicable, while performing work under the permit issued under this Section.

5. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

(12) Revocations, Suspensions, Refusals to Issue or Extend Permits.

(a) Grounds . The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.

New para. (s) in MGO sec. 10.055, subs. (4)

Current proposed new text:

(S) Tree Protection

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

SGGM's proposed new text:

(S) Tree Protection

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the unauthorized removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.

New paragraph (e) in MGO sec. 10.08, subs. (3)

Current proposed new text:

No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105.

SGGM's recommended new text:

No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105, except as follows:

1. If another section of the Madison General Ordinances or City policy or City department prohibits an entrance from being located where a City street tree is not present, city staff shall decide which ordinance or policy has priority regarding the location of the entrance.
2. If an owner of private property shows that a proposed development project would be adversely impacted by requiring an entrance to be located where no existing City street tree is present, the City Forester has discretion to allow an applicant to obtain a permit to remove a City street tree under Sec. 10.101 taking into consideration the size and condition of the street tree that would be removed.

From: Pilar Gomez-Ibanez
To: Board of Public Works
Subject: Please support tree protections, Legistar 89254
Date: Wednesday, September 3, 2025 2:41:37 PM

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

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

Dear Members of the Board of Public Works,

Please support Legistar 89254, the proposal to strengthen protections for Madison's street and right-of-way trees. Please keep it strong, and don't water it down to appease the objections of developers. It addresses a real and urgent problem: construction projects cause the damage and loss of far too many of Madison's canopy trees due to carelessness, poor planning, and the calculation that it's easier to pay a small fine after the fact than actually ensure that trees are well protected. The proposal increases the consequences when a tree is lost or harmed, to get the bad actors to pay attention. Even more importantly, it emphasizes a careful planning process with Forestry's input from the beginning, so conflicts between trees and development can be anticipated and deliberately avoided. As was noted in a recent Plan Commission meeting, developers then need to be held accountable for ensuring that concern for trees is implemented all the way down the line to their contractors and sub-contractors.

Too often trees are treated as a hindrance and an added cost to development. This proposal recognizes that the opposite is really true -- trees are an added value, especially the precious full-grown canopy trees we can't even replace in our lifetimes. They make us and our environment immensely healthier, safer, and happier. This benefits the developers themselves, and the people who will live in the buildings they build, looking out on the street trees they've protected because of this excellent ordinance.

Thank you for your consideration and for your work for Madison!

Pilar Gomez-Ibanez
1326 Dewey Ct (District 6)

Legistar File No. 89254 Body

DRAFTER'S ANALYSIS: This ordinance makes numerous changes to the City's ordinances to enhance the City's protection of its street trees.

Under the ordinance, and in combination with contemporaneous changes to the Tree Protection Specifications of the City's Standard Specifications for Public Works Construction, additional requirements will be placed on users of the public rights-of-way to identify street tree related conflicts earlier, to take precautions to protect street trees from damage, injury or removal if possible, and to require tree replacement and reestablishment where removals occur. These changes are being made to and incorporated within several permits: the right-of-way excavation permit under Section 10.05; the street occupation permit under Section 10.055; driveway permits under Section 10.08; and tree trimming, pruning and removal permits under Section 10.101. Permittees will be required to identify impacted trees at the time of application, obtain prior permission for any tree removal, and abide by the Tree Protection Specifications for any associated work. Permits may be denied if street tree impacts will occur, and permits may be revoked if street trees are damaged or removed without authority. Where street trees are removed by third parties, persons will be required to replace and reestablish street trees, which may include planting new trees or payment to the newly established Street Tree Replacement Fund, the proceeds of which will be used by the City to support the planting, establishment and protection of street trees. The goal will be to make the City whole for its loss, and provide more incentive for right-of-way users to avoid impacting street trees if possible, particularly mature, well-established trees that cannot be adequately replaced. Sec. 4.085(2)(c) is also being amended to make it clear that the costs incurred by the Urban Forestry Program that are funded by third party payments to the Street Tree Replacement Fund are not duplicative of those costs attributable to the Urban Forestry Special Charge.

This ordinance will go into effect on January 1, 2026.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision (c) entitled "Program Costs" of Subsection (2) entitled "Definitions" of Section 4.095 entitled "Urban Forestry Special Charge" of the Madison General Ordinances is amended as follows:

"(c) Program Costs. The Urban Forestry Program Costs shall include the costs to the City to perform the activities associated with the Urban Forestry Program. They do not include any costs incurred by the City that are reimbursed from other sources such as federal or state funding, grants, insurance proceeds, restitution, donations, endowments, or other third party sources, including, specifically, public nuisance abatement costs recovered under Sec. 23.40, MGO, or the Street Tree Replacement Fund under Sec. 10.105, MGO."

2. Subparagraph e of Paragraph 2 of Subdivision (b) entitled "Excavation Permit Application" of Subsection (6) entitled "Excavation Permit Requirement" of Section 10.05 entitled "Occupancy of Rights-of-Way" of the Madison General Ordinances is created as follows:

"e. The applicant shall identify all street trees within the project area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2)."

3. Subdivision (b) entitled “Repair or Restoration Required” of Subsection (8) entitled “Right-of-Way Repair/Restoration” of Section 10.05 entitled “Occupancy of Rights-of-Way” of the Madison General Ordinances is amended as follows:

“(b) Repair or Restoration Required. The Permittee shall be required to either repair the public right-of-way and to pay a degradation fee, or restore the right-of-way. It is the Permittee's election whether to restore the excavation and surrounding pavement in lieu of repair and a degradation fee. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. If the work will involve the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105.”

4. Subdivision (d) entitled “Tree Protection” of Subsection (11) entitled “Other Obligations” of Section 10.05 entitled “Occupancy of Rights-of-Way” of the Madison General Ordinances is created as follows:

“(d) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant shall comply with Section 107.13, the Tree Protection Specifications, of the City’s Standard Specifications for Public Works Construction, where applicable, while performing work under the permit issued under this Section.
2. Penalty. In addition to revocation or suspension of the permit under Sub. (12) and the requirements of Section 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense.”

5. Paragraph 16 of Subdivision (a) entitled “Grounds” of Subsection (12) entitled “Revocations, Suspensions, Refusals to Issue or Extend Permits” of Section 10.05 entitled “Occupancy of Rights-of-Way” of the Madison General Ordinances is created as follows:

“16. The applicant or Permittee has failed to identify impacted trees, comply with Section 107.13, the Tree Protection Specifications, of the City’s Standard Specifications for Public Works Construction or an approved tree trimming or tree replacement plan, or caused unauthorized injury or damages, including removal, of right-of-way trees on prior projects.”

6. Subsection (3) entitled “Permit Application” of Section 10.055 entitled “Occupancy of Streets or Other Public Areas” of the Madison General Ordinances is amended as follows:

“(3) Permit Application. An application for a street occupancy permit shall be in writing to the City Traffic Engineer and shall describe the premises to be occupied by lot, block and/or

street on or over which such material or machinery is desired to be placed, the area of occupation sought, the character of the material for which the permit is desired and the duration of the proposed occupation. The application shall identify all street trees within the proposed occupancy area and whether the trees, including their root structures, will be impacted by the proposed work. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.105(2). The application should also note whether the proposed occupation area will require, or reasonably necessitate, the trimming, pruning or removal of any City tree. The application shall include a drawing of the proposed occupation area, the application fee, the certificate of insurance and surety bond required under Subdivision (4)(a), and an agreement to abide by all conditions set forth in Subsection (4)."

7. Paragraph 4 entitled "Public Trees" of Subdivision (c) entitled "Occupational Limitations" of Subsection (4) entitled "Permit Conditions" of Section 10.055 entitled "Occupancy of Streets or Other Public Areas" of the Madison General Ordinances is created as follows:

"4. Public Trees. No permit shall be issued where, in the determination of the City Forester, the proposed occupancy will endanger the health or welfare of an existing street tree, unless the applicant has also been granted a tree trimming, pruning or removal permit under Sec. 10.101 and/or the applicant agrees to comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction."

8. Subdivision (n) entitled "Restoration" of Subsection (4) entitled "Permit Conditions" of Section 10.055 entitled "Occupancy of Streets or Other Public Areas" of the Madison General Ordinances is amended as follows:

"(n) Restoration . Upon either the expiration of the permit or, if the work of construction is completed before the permit expires, the completion of the work, the permitted area occupied under this Section shall be restored to its original condition and left in good repair and condition. The permittee shall be responsible for the repair of any damage noted by City staff and shall repair it to City of Madison Standard Specification for Public Works Construction. Any new or reconstructed sidewalk shall comply with Section 10.06. If the occupation resulted in the removal of a tree in the right-of-way, Permittee shall also be required to comply with Sec. 10.105. The City Traffic Engineer or City Engineer shall inspect the area upon completion of the restoration and the permittee shall make any further repairs required by the City Traffic Engineer or City Engineer needed to address any deficiencies that did not exist prior to the occupation. If permittee does not adequately restore the permitted area as required, the City may perform any repairs or restoration and recover the costs thereof as a special charge against the adjoining property under Sec. 4.09(13)."

9. Subdivision (s) entitled "Tree Protection" of Subsection (4) entitled "Permit Conditions" of Section 10.055 entitled "Occupancy of Streets or Other Public Areas" of the Madison General Ordinances is created as follows:

"(s) Tree Protection.

1. Requirement. For any trees within the project area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the applicant

shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while occupying the permitted area.

2. Penalty. In addition to revocation or suspension of the permit under Sub. (6) and the requirements of 10.105, the failure to comply with the Tree Protection Specifications as required under this Subdivision shall be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense."

10. Subsection (5) entitled "Public Trees" of Section 10.055 entitled "Occupancy of Streets or Other Public Areas" of the Madison General Ordinances is amended as follows:

"(5) Public Trees . Any trimming, pruning or removal of public trees within the permitted area will require the prior issuance of a separate permit under Sec. 10.101. The trimming, pruning or removal of any City tree without a permit issued under Sec. 10.101 or without the permission of the City Forester shall be cause to revoke a permit issued under this Section. Any tree removal is further subject to Sec. 10.105."

11. Subdivision (e) of Subsection (3) entitled "Location of Entrances" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is created as follows:

"(e) No entrance shall be located where an existing City street tree is present unless no other location is available, the applicant obtains a tree trimming, pruning or removal permit under Sec. 10.101, and the applicant complies with Sec. 10.105."

12. Paragraph 11 of Subdivision (b) of Subsection (7) entitled "Application" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is amended as follows:

"11. Utility poles, fire hydrants, ~~trees~~ or other structures to be moved."

13. Paragraph 22 of Subdivision (b) of Subsection (7) entitled "Application" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is created as follows:

"22. The applicant shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.101(2)."

14. Subdivision (c) of Subsection (7) entitled "Application" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is amended as follows:

"(c) Application for residential driveway approaches shall be made at the City Engineering Division and shall identify all street trees within the adjoining right-of-way and whether the trees, including their root structures, will be impacted by the proposed driveway approach. When identifying any impacted trees, the applicant must identify the species of the impacted trees and the DBH or caliper measurement of the tree, as those terms are defined in Sec. 10.101(2). Application for commercial driveway approaches to off-street vehicle facilities shall be made at the Traffic Engineering Division."

15. Subdivision (b) of Subsection (8) entitled "Restrictions and Responsibilities" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is amended as follows:

"(b) The construction of such driveway and approaches shall not interfere with any existing structure on any street right-of-way without specific permission in writing from the Board and other owner thereof. The trimming, pruning and removal of any street tree shall require the prior issuance of a permit under Section 10.101 and compliance with Section 10.105."

16. Subdivision (c) of Subsection (8) entitled "Restrictions and Responsibilities" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is amended as follows:

"(c) The permittee shall assume all responsibility for any injury or damage to persons or property resulting directly or indirectly during the construction of any approach or driveway, including the injury or damage to any street tree."

17. Subdivision (m) of Subsection (8) entitled "Restrictions and Responsibilities" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is created as follows:

"(m) Tree Protection. For any trees within the right-of-way adjacent to the permitted driveway entrance and approach area that are not the subject of a tree trimming, pruning or removal permit issued under Sec. 10.101, the permittee shall comply with Section 107.13, the Tree Protection Specifications, of the City's Standard Specifications for Public Works Construction, where applicable, while performing work on the authorized driveway entrance and approach."

18. Subdivision (d) of Subsection (9) entitled "Administration" of Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is repealed.

19. Subsection (10) Section 10.08 entitled "Construction of Driveway Approaches and Parking Facilities" of the Madison General Ordinances is repealed and recreated as follows:

"(10) Penalties.

(a) Except as provided in Subdivision (b), any person violating the provisions of this section shall be fined not less than twenty-five dollars ($25) nor more than two

hundred dollars ($200) and each day of continued violation shall constitute a separate offense.

(b) The failure to comply with the Tree Protection Specifications as required under Subsection (8)(m) shall, in addition to the requirements of Section 10.1015, be subject to a forfeiture of five hundred dollars ($500), unless the violation results in the removal of a tree, in which case the forfeiture shall be one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch. Each day such violation or failure to comply continues shall be considered a separate offense."

20. Subsection (2) entitled "Definitions" of Section 10.101 entitled "Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway" of the Madison General Ordinances is amended as follows:

"Tree Replacement Plan. A plan, proposed by a person seeking a permit to remove a tree in a public street, alley or highway, prepared by a certified arborist, to replace the tree, which plan shall take into account the size, age, species, canopy and location of the tree, and may include actual tree replacement and reestablishment at or near the location of the removed tree, other tree plantings, payments to the Street Tree Replacement Fund as provided for under Sec. 10.101, or a combination thereof."

21. Paragraph 4 of Subdivision (b) of Subsection (3) entitled "Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway" of Section 10.101 entitled "Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway" of the Madison General Ordinances is created as follows:

"4. If removal of a tree in a public street, alley or highway is proposed, a Tree Replacement Plan shall also be required."

22. Subdivision (d) of Subsection (3) entitled "Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway" of Section 10.101 entitled "Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway" of the Madison General Ordinances is amended as follows:

"(d) If the City Forester determines that the Tree Trimming Plan and, if applicable, the Tree Replacement Plan are ~~is~~ in accordance with the intent and purpose of this ordinance, it will, within 10 days of the hearing at which the plan was considered, authorize the City Clerk to issue a permit to the person submitting the plan. The City Clerk will issue the permit upon submission of the permit fee of fifty dollars ($50)."

23. Subdivision (f) of Subsection (3) entitled "Permit Required for Trimming, Pruning, and Removal of Trees within the Public Right-of-Way of any Street, Alley, Highway or Greenway" of Section 10.101 entitled "Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway" of the Madison General Ordinances is created as follows:

"(f) If a Tree Replacement Plan is approved, a condition of the permit shall also be compliance with the approved Plan."

24. Subsection (7) entitled "Penalty" of Section 10.101 entitled "Regulation of Tree Trimming, Pruning and Removal Within the Public Right-of-Way of Any Street, Alley or Highway" of the Madison General Ordinances is amended as follows:

"(7) Penalty .

(a) Except as provided in Sub. (b), a~~A~~ny person who violates the provisions of this section shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) ~~If, as the result of a violation of any provision of this section, the injury, mutilation, or death~~ Any person who, without the authority granted by a permit issued under this Section, causes the removal of a tree located within the public right-of-way of any street, alley, highway or greenway ~~is caused, the cost of repair and replacement of such tree shall be the responsibility of the person in violation. The replacement value of trees shall be determined in accordance with the most recent edition of A Guide to Plant Appraisal published by the International Society of Arboriculture.~~ shall, in addition to the requirements of Section 10.105, be subject to a forfeiture of one hundred and fifty dollars ($150) per trunk diameter inch of the impacted tree, as measured or estimated at 4 1/2 feet above the ground and rounded down to the nearest inch."

25. Section 10.105 entitled "Street Tree Replacement Fund" of the Madison General Ordinances is created as follows:

"**10.105 STREET TREE REPLACEMENT FUND.**

(1) Purpose. Over the last several decades, the City has invested in growing, sustaining and protecting its urban forest, including street trees located in the median or terrace areas of the City's rights-of-way. These street trees provide substantial benefits to the City, its residents, visitors, and property owners, in addition to providing long lasting environment benefits. Street trees support both individual and community goals for healthy, safe and prosperous communities. Indeed, a healthy, vibrant, diverse, established and well managed urban forest is crucial for the health, safety and welfare of the public. It can take generations to develop a healthy urban forest, and generations to replace one. The City's historical and ongoing commitment to its urban forest has led it to be recognized by the Arbor Day Foundation as a Tree City USA community since 1989.

However, in addition to being subject to disease and infestations like other trees, street trees face numerous other unique challenges due to their location, including threats posed by passing vehicles, soil quality, space availability, impacts from construction activities, and conflicts with other right-of-way users (including utilities) and adjoining property uses. A fully mature street tree, if removed before the end of its natural life, may take several decades to be replaced, although, in reality, many such trees can never actually be fully replaced.

The purpose of this ordinance is to establish a mechanism whereby the City and the public will be made whole for the removal of a street tree.

(2) Definitions. For the purposes of this section, the following definitions apply:

Aggregate Diameter means the combined diameter of a Multiple Stemmed Tree of each stem that has a diameter of six inches or greater when measured at breast height as follows:

For Multiple Stemmed Trees where the trunk separations begin at lower than four and one-half feet from the ground, but higher than one foot from the ground, measurement shall be taken one foot below the separation.

For Multiple Stemmed Trees where the trunk separations begin below one foot from the ground, the measurement shall be taken at four and one-half feet above the average ground level at the base of the tree.

Caliper means the diameter of a tree as measured at a point six inches above the existing grade at the base of the tree. This point of measurement is used only for measuring nursery stock and replacement trees.

DBH or Diameter at Breast Height means the diameter of the trunk of the tree measured in inches at a point four and one-half feet above the existing grade at the base of the tree or the Aggregate Diameter of a Multiple Stemmed Tree, rounded down to the nearest inch. This point of measurement is used for measuring mature and established trees.

Multiple Stemmed Tree means a single tree made up of two or more main stems originated below the height used for measuring DBH.

Person has the same meaning as in Sec. 10.05(1)(b), except that it does not include the City, its employees, agents, contractors and subcontractors when acting in their official capacity on behalf of the City.

Reestablishment Cost means the costs incurred to prepare a site suitable for the City to plant a replacement tree, including stump removal, soil replacement, and planting box construction.

Replacement Cost means the cost to the City to replace a lost tree, including purchasing of a tree, planting costs, and initial care and maintenance.

Street Tree is a tree within City controlled right-of-way, including within terrace areas, medians, and undeveloped right-of-way. Trees do not include shrubs and bushes.

(3) Street Tree Replacement Fund. There is hereby established a Street Tree Replacement Fund, which fund shall only be used to directly support the planting, establishment, or protection of street trees. These funds may only be used by the Streets or Engineering Divisions, with the approval of the City Forester, to purchase and plant trees, replace soil, install planting boxes, protect existing street trees, or take other actions that directly support, protect, replace or enhance the City's street tree stock.

(4) Requirement. Any person who removes, or causes the removal of a street tree shall either replace the tree as provided by an approved Tree Replacement Plan under Sec. 10.101, or reimburse the City for the value of the removed tree by paying into the Street Tree Replacement Fund. The value of the removed tree shall be established under Sub. (5).

(5) Valuation. The City Forester shall determine the value of the removed street tree by applying the City Forester's Street Tree Valuation Policy, which policy shall be created by the City Forester and approved by the Board of Public Works. The Policy shall be updated at least bi-annually so that the valuations reflect the City's updated costs. In establishing the policy, the City Forester shall consider a tree's replacement cost (the costs that will be incurred by the City to purchase suitable replacement(s) for the tree), and reestablishment costs (the costs that will be incurred by the City to prepare a site suitable for sufficient canopy growth to replace the lost tree). Other factors to consider will include, but not be limited to, size, age, species, and character of the tree, type of street, soil condition, and

the existing tree canopy. The value determination for a tree is meant to reflect the City's actual costs that would be incurred to replace the removed tree.

(6) Notice. Once the valuation for a tree is determined under Sub. (5), the City Forester shall provide notice to the person of such value and the requirement to make payment to the Street Tree Replacement Fund within thirty (30) days. Notice may be provided in person, or be sent by first class mail or electronic communications. If notice is sent, it is considered complete upon mailing.

(7) Appeals. Any person aggrieved by the City Forester's valuation determination under Sub. (5) may appeal the City Forester's determination to the Streets Superintendent by filing a notice of appeal with the City Forester within ten (10) days of the notice under Sub. (6), stating the grounds therefore. The Streets Superintendent may, after hearing from the City Forester and the appellant, affirm or modify, in whole or in part, the valuation determination of the City Forester. The decision of the Street Superintendent may be appealed to the Board of Public Works by filing a notice of appeal with the City ~~Clerk~~ Engineer within ten (10) days of the Street Superintendent's determination, stating the grounds therefore. The Board of Public Works shall fix a reasonable time for the hearing on the appeal and give due notice to the parties in interest, and decide the same within a reasonable amount of time. During the hearing, any party may appear in person or by an agent or attorney. The Board of Public Works may, in conformity with this ordinance, affirm or modify, wholly or partially, the valuation determination. The Board's decision shall be a final administrative determination, subject to judicial review as may be provided by law.

(8) Penalty.

(a) Any person who fails to make payment to the City as required under Sub. (4) within thirty (30) days from the notice provided under Sub. (6) or the expiration of any appeals under Sub. (7), whichever is later, shall, upon conviction, pay a forfeiture of not less than twenty-five dollars ($25) nor more than five hundred dollars ($500). Each day during which any violation of the provisions of this section shall occur or continue shall constitute a separate offense.

(b) Special Charge. In addition to the penalties provided for under Subd. (a), if payment to the City as required under Sub. (4) is not made, and if the City proceeds to replace the removed tree, the City shall recover the actual costs of the tree replacement incurred by the City, up to the tree valuation as determined under Sub. (5), by imposing a special charge for current services against the property served."

26. Section 23.24 entitled "Breaking, Damaging or Injuring Trees, Shrubs" of the Madison General Ordinances is amended as follows:

"**23.24 BREAKING, DAMAGING OR INJURING TREES, SHRUBS AND PUBLIC PLANTINGS.**

(1) Except as authorized under Sec. 10.101, n~~N~~o person shall break, damage or injure any tree or shrub planted in any highway in the City of Madison, nor shall they pour salt water or anything detrimental to the health of the tree or shrub on any such public highway in such places as to injure any tree or shrub planted or growing therein.

(2) No person shall occupy any flower bed or area of plantings nor shall any person injure, destroy or damage in any way any tree, shrub, flower or planting in any public park or public place within the ~~c~~City of Madison. For purposes of this

subsection, public place means a place which is in public ownership or a place to which the public has access, distinguished from a private place.

(3) No person, during the course of performing or causing to be performed public or private work on or immediately adjacent to property that the City of Madison has an ownership interest in, including, without limitation, highways and highway right-of-ways, public walkways and bike paths, parks, and greenways, shall intentionally or negligently cause damage to any tree planted on said City of Madison property ~~such that the tree must be removed~~. In performing or causing to be performed such work, persons are expected to exercise ordinary care to prevent unnecessary damage to the tree and root structure so that the tree remains viable after the work is performed. It shall not be a violation of this provision if the City Engineer or City Forester, or their designees, authorize the damage to the tree prior to the damage, or within a reasonable time thereafter. Each tree damaged shall be a separate violation, and any person violating this provision shall be subject to the following forfeitures: if the tree damaged has a diameter of three (3) inches or less (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of two hundred and fifty dollars ($250) plus thirty dollars ($30) per diameter inch; if the tree damaged has a diameter of more than three (3) inches (measured at twelve inches above ground level and rounded to the nearest inch), a forfeiture of one hundred and fifty ~~five~~ dollars ($~~155~~150) per diameter inch. However, no person shall be subject to a forfeiture under this subsection if that person has already reimbursed the City for the damage to the tree through the provisions of a public works contract."

27. Subdivision (a) of Subsection (3) entitled "Schedule of Deposits" of Section 1.08 entitled "Issuance of Citations for Violations of Certain Ordinances and Providing a Schedule of Cash Deposits" of the Madison General Ordinances is amended by creating and amending therein the following:

"Offense	Ord. No./Adopted Statute No.	Deposit *
Failure to Comply with Tree Protection Requirements During Excavation	10.05(11)(d)1	$500/offense, or $150/inch for tree removals
Failure to Comply with Tree Protection Requirements During Occupancy	10.055(4)(s)1	$500/offense, or $150/inch for tree removals
Failure to Comply with Tree Protection Requirements During Driveway Approach Construction	10.08(10)(b)	$500/offense, or $150/inch for tree removals
Causing Removal of a Tree Without a Permit	10.101(7)(b)	$150/inch for tree removals
Failure to Make Payment to the Street Tree Replacement Fund	10.105(8)(a)	$100/1st; $250, 2nd; $500, 3+
Damaging a City Tree	23.24(3)	$250 + $30/inch, 0>3 diameter inches

		$~~155~~150 per diameter inch over 3 inches”

28. This ordinance will go into effect on January 1, 2026.

Editor’s Notes:

*New bail deposits must be approved by the Municipal Judge prior to adoption. This deposit has been so approved.

Subdivision (d) of Subsection (9) entitled “Administration” of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances currently reads as follows:

“(d) Any person violating the provisions of this section shall be fined not less than twenty-five dollars ($25) nor more than two hundred dollars ($200) and each day of continued violation shall constitute a separate offense.”

Subsection (10) of Section 10.08 entitled “Construction of Driveway Approaches and Parking Facilities” of the Madison General Ordinances currently reads as follows:

“10. This ordinance shall be in effect from and after its passage and publication.”

City of Madison

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

Master

File Number: 89254

File ID:	89254	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	Attorney's Office
				File Created Date :	07/22/2025
File Name:	Street Tree Protection			**Final Action:**	

Title: Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Notes: 6980StreetTreeProtection

Sponsors:	Satya V. Rhodes-Conway And Tag Evers	**Effective Date:**	
Attachments:	89254Body.pdf, Tree Protection Specifications-Proposed Updates.pdf, Tree Protection Ord Changes (7.22.25).pdf	**Enactment Number:**	
Author:	Doran Viste	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	07/22/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction
Notes: Board of Public Works (9/3/25); Plan Commission (8/11/25); Sustainable Madison Committee (8/20/25); Finance Committee (8/25/25); Common Council (9/16/25)

Text of Legislative File 89254

Fiscal Note

[Enter Fiscal Note Here]

Title

Amending Sections 4.095, 10.05, 10.055, 10.08, 10.101, 23.24 and 1.08(3)(a) and Creating Section 10.105 of the Madison General Ordinances to enhance the City's street tree protection provisions and to establish a Street Tree Replacement Fund.

Body

DRAFTER'S ANALYSIS: This ordinance makes numerous changes to the City's ordinances to enhance the City's protection of its street trees.

Under the ordinance, and in combination with contemporaneous changes to the Tree

Protection Specifications of the City's Standard Specifications for Public Works Construction, additional requirements will be placed on users of the public rights-of-way to identify street tree related conflicts earlier, to take precautions to protect street trees from damage, injury or removal if possible, and to require tree replacement and reestablishment where removals occur. These changes are being made to and incorporated within several permits: the right-of-way excavation permit under Section 10.05; the street occupation permit under Section 10.055; driveway permits under Section 10.08; and tree trimming, pruning and removal permits under Section 10.101. Permittees will be required to identify impacted trees at the time of application, obtain prior permission for any tree removal, and abide by the Tree Protection Specifications for any associated work. Permits may be denied if street tree impacts will occur, and permits may be revoked if street trees are damaged or removed without authority. Where street trees are removed by third parties, persons will be required to replace and reestablish street trees, which may include planting new trees or payment to the newly established Street Tree Replacement Fund, the proceeds of which will be used by the City to support the planting, establishment and protection of street trees. The goal will be to make the City whole for its loss, and provide more incentive for right-of-way users to avoid impacting street trees if possible, particularly mature, well-established trees that cannot be adequately replaced. Sec. 4.085(2)(c) is also being amended to make it clear that the costs incurred by the Urban Forestry Program that are funded by third party payments to the Street Tree Replacement Fund are not duplicative of those costs attributable to the Urban Forestry Special Charge.

This ordinance will go into effect on January 1, 2026.

****

Please see Legistar File No. 89254 Body in Attachments.

From: Bill Connors
To: Board of Public Works
Cc: Brown, Ian K.; Lankella, Badri; Guequierre, John
Subject: Smart Growth"s Concerns re Street Tree Protection Ordinance
Date: Tuesday, September 16, 2025 1:37:16 PM

You don't often get email from bill@smartgrowthgreatermadison.org. Learn why this is important

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

Members of the Board of Public Works:

I am writing this email to you assuming that this evening, the Common Council will grant the Board's request to re-refer the street tree protection ordinance to the Board.

Below is a link to version 2 of the street tree protection ordinance. There are very few differences between version 2 of the ordinance and the ordinance as introduced.

https://madison.legistar.com/View.ashx?M=F&ID=14772264&GUID=FA4CF5CC-61EB-4489-BCD5-931FE468F09E

The changes are marked by double underlining. The only changes are the addition of the word "unauthorized" in two places (which Smart Growth requested and appreciates being added) and some corrections to cross references. That is all.

Smart Growth requests that the Board of Public Works add a provision to the proposed ordinance to create some intermediate penalty short of revoking the street and/or right-of-way use permits if an employee of a contractor or subcontractor damages or kills a street tree that was supposed to be preserved.

Without such a change, it would be foolish for a developer, equity investor, lender or contractor to even consider an infill development project on any site in Madison that is adjacent to a street tree which the city government would require to be preserved during construction. Unfortunately, mistakes happen during all construction projects and cannot be eliminated despite best efforts to prevent them. The risk of permit revocation will make any such infill development project too risky to consider for many developers, investors and general contractors.

City Forester Ian Brown has repeatedly said in recent public meetings that if an employee of a contractor or subcontractor damages or kills a street tree that was supposed to be preserved, he will not jump straight to suspending or revoking the project's street and/or right-of-way permits and will work with the developer and general contractor on some sort of remediation arrangement that is more substantial than the payments required by the proposed ordinance. He has said it only in worst cases, such as where the developer and contractor make no effort or only a token effort to reach a remediation arrangement with him or someone with authority intentionally ordered the removal of the street tree, would city staff suspend or revoke the street and/or right-of-way use permits.

But that intermediate step of working out a remediation arrangement is not in writing in the proposed ordinance. The elements of such a remediation arrangement are not in writing in the proposed ordinance. There is nothing in writing in the proposed ordinance that matches, or

even authorizes, what City Forester Brown has said will happen in most cases where an employee has, regrettably, damaged or killed a street tree that was supposed to be preserved.

City Forester Brown has repeatedly pointed out that if city staff suspend or revoke the street and/or right-of-way use permits because an employee has damaged or killed a street tree that was supposed to be preserved, in the existing code of ordinances, there is a process to appeal the suspension or revocation to the Board of Public Works. But to the best of my knowledge, there are no written standards in the existing code, and there certainly are no written standards in the proposed ordinance, for the Board of Public Works to consider and apply when determining whether to grant the appeal and restore the use permit(s).

In a tight infill development setting, it is extremely challenging if not impossible to construct a new building that has its front facade only a few feet from the sidewalk unless the general contractor and subcontractors are able to use the street and terrace to construct the building. A permanent revocation of street and right-of-way use permits during construction of an infill development project would be a death sentence for many projects, resulting in massive financial liability for the developer and/or general contractor.

Furthermore, even if the Board of Public Works grants the appeal and reinstates the street and right-of-way use permits, the long pause in construction during the appeal process could have massive financial consequences for the project.

Developers and general contractors cannot protect against this through better communication and training. Unfortunately, people make mistakes during construction projects. For example, contractors and subcontractors constantly communicate and train employees about safety on the work site, yet, unfortunately, injuries sometimes still happen.

In contrast, development sites in newer areas near the periphery of the city do not have any mature street trees that would need to be preserved. This proposed ordinance would make those sites far more attractive to developers than infill development sites with adjacent mature street trees. The proposed ordinance would push more development projects to the periphery of the city.

In summary, (a) the lack of anything in writing in the proposed ordinance about an alternative consequence to revocation or suspension of street and right-of-way permits if an employee of a contractor or subcontractor damages or kills a street tree that was supposed to be preserved and (b) the lack of any written standards in the existing code of ordinances or proposed ordinance for the Board of Public Works to consider when determining whether to grant or deny an appeal of a revocation or suspension of permits, creates a situation where consequences are completely unpredictable and might be arbitrarily administered now or in the future. Developers, equity investors and lenders will be reluctant to invest when there is an unpredictable risk of being hit with a massive, disproportionate negative consequence. Similarly, general contractors will be reluctant to take on the risk of such projects.

There is a better alternative. The current city code of ordinances and development agreements between the city government and developers require developers "either to repair the public right-of-way and to pay a degradation fee, or to restore the right-of- way," and the developer must give the city government a letter of credit that is 125% of the estimated cost of anticipated damage to the right-of-way.

The proposed ordinance and the development agreements could specify a large amount of liquidated damages based on tort law regarding compensation for damaging or killing someone else's tree so that the financial penalty for damaging or killing a street tree would be much more substantial and not just a "cost of doing business." The development agreement could require the developer to provide a letter of credit for 125% of the liquidated damages amount. This would eliminate the need to impose the massively disproportionate penalty of revoking the street and/or right-of-way permits.

Bill Connors
Executive Director
Smart Growth Greater Madison, Inc.
608-228-5995 (mobile)
www.smartgrowthgreatermadison.org

25 W Main St - 5th Floor, Suite 33
Madison, WI 53703

From: C D
To: Board of Public Works; All Alders
Subject: Save trees! Legis# 89254
Date: Wednesday, September 3, 2025 8:27:27 AM

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

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

Hello Board members,

Please vote in favor of updating tree protections for our city. Theres been too many instances of developers promising to save prominent trees, only to find later that they're taken down - this simply puts some teeth into what they should already be doing.

Particularly in central city /isthmus area where insufficient canopy has created heat island effect, we just cant afford to lose any more trees. What remains are still cooling many of our homes by their shade and providing beauty to otherwise stark concrete landscape.

I understand developers are fighting this - however its not anything that precludes them still building and profiting in our community. Its not unreasonable that we as a city try to hold onto what's made this such a desireable place for people to live.

Thank you
Cathy Debevec / 1885 E Main St., Madison, WI

From: Fields, Debbie
To: All Alders
Subject: FW: Support for Street Tree Protection (Legistar File 89254)
Date: Tuesday, September 16, 2025 9:54:59 AM
Attachments: Letter of support street tree protection ordinance (Legistar File #89254).pdf

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Alders,

Following please find an email that was received in the Council Office inbox.

Thank you,
Debbie Fields
Program Assistant 2
Common Council Office
608-266-4297

From: Courtney L <lindlcourtneyb@gmail.com>
Sent: Monday, September 15, 2025 9:38 PM
To: council <council@cityofmadison.com>
Cc: Mayer, Davy <district6@cityofmadison.com>; MNA Board <mnaboard@marquette-neighborhood.org>; Brown, Ian K. <IBrown@cityofmadison.com>
Subject: Support for Street Tree Protection (Legistar File 89254)

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

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

Please see the attached letter from the Marquette Neighborhood Association expressing our support for the proposed revisions to the City's street tree protection ordinance (Legistar File #89254).

Thanks!

MARQUETTE NEIGHBORHOOD ASSOCIATION
A Place for All People - Established 1968

PO Box 8474
Madison, WI 53708

Board of Directors

Marlisa Kopenski Condon, President
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Claire Myers
Wynona Pyrtel
Kate Allen Rubin
Mike Tarby

September 15, 2025

210 Martin Luther King Jr. Blvd., Room 505
Madison, WI 53703

Re: Support for Street Tree Protection (Legistar File 89254)

Dear Members of the Madison Common Council:

The Board of the Marquette Neighborhood Association respectfully submits this letter in support of the proposed revisions to the City's street tree protection ordinance (Legistar File #89254)

We appreciate the City's continued efforts to strengthen protections for Madison's urban forest. The updates included in this ordinance—expanding tree protection zones during construction, providing clearer tools to ensure compliance, and establishing a replacement fund for trees that must be removed—are thoughtful steps that balance the needs of development with the long-term health of our canopy.

As a neighborhood with a strong tradition of valuing trees and green space, we have seen how much mature trees contribute to cooling our homes, managing stormwater, supporting public health, and making our streets inviting places to gather and walk. We believe these revisions will help preserve those benefits across Madison as the city continues to grow.

We respectfully encourage the Council's support of these updates and thank you for your ongoing commitment to protecting one of Madison's most important community assets.

Sincerely,

Marlisa Kopenski Condon
President, Marquette Neighborhood Association

CC: MNA board, MNA Green Spaces & Trees Committee, Alder Davy Mayer, Ian Brown

From: Grace Hasler
To: Board of Public Works
Subject: re legistar 89254
Date: Tuesday, September 16, 2025 7:57:44 PM

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

Dear Members,

Late this afternoon I was alerted by email that the BPW would be addressing the proposed changes and updates for the protection of canopy trees on city owned land during construction by private developers.

I have lived downtown for 18 years and have been increasingly cognizant of the loss of mature tree canopy, particularly on the Isthmus as it experiences rapid development. The city maps of tree canopy documents this loss over time and it is far below the recommended 40% tree cover for a healthy and vibrant community

I spoke in support of Legistar 8924 at the August meeting. I appreciated your questions and comments and understood that the development community, in particular, felt left out of the conversation regarding proposed changes. BPW requested that forestry consider their concerns and provide clear final language to be provided before a vote of the board.

Others present spoke in favor of the increased protection based on the disregard from the development community for the adequate protection of city owned trees.
In fact since that meeting as I walk our streets, it continues to be alarming at the disregard for even the current protection standards. As recently as today I noted that a new project on W Washington has construction equipment already stashed under a significant tree on city property.
There is also a development on Bassett that not only has equipment around the base of every street tree within their project perimeter but across the street on Dayton on the terraces outside their project area.
At the August DPW meeting it was mentioned numerous times that a tree on Main Street at the Neutral Project had been badly damaged; while walking home today I noticed that the tree nearby also has construction equipment stored at its base. In every case the orange protection around trees has collapsed and is disregarded.

I also learned today that there is a request to remove a tree in the way of a project on Gorham St.
The intent of protection is to determine these issues before development begins.

We have a forester and his staff hired to care for and protect our community trees that are doing their best to communicate to the private development community the extreme value these trees have to all of us. A city will not thrive well if the loss of tree canopy and natural habitat create an unhealthy urban heat island. We owe it to future generations to take action. I encourage you to support the proposed changes to our tree ordinance when you address it at the September 17th meeting.

Co-Chair of the CNI Tree Preservation and Protection Committee.,

Grace Hasler
gracehasler@gmail.com

City of Madison

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

Master

File Number: 89697

File ID:	89697	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	08/25/2025
File Name:	Approving roadway geometry for the construction of S High Point Rd. from Mid Point Meadows Plat to Raymond Rd.			**Final Action:**	

Title: Approving roadway geometry for the construction of S High Point Rd from Mid Point Meadows Plat to Raymond Rd. (District 1, District 7)

Notes: Chris Petykowski

Sponsors:	John W. Duncan And Badri Lankella	**Effective Date:**	
Attachments:	Project Overview.pdf, Roundabout Closeup.pdf, East Leg Median Update Exhibit.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	jjohnson@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	08/25/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Board of Public Works (9/17/25), Transportation Commission (9/10/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/02/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025		Pass
	Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.						
	Notes: Additional referral(s) to Transportation Committee						
1	BOARD OF PUBLIC WORKS	09/04/2025	Refer	TRANSPORTATION COMMISSION	09/10/2025		
	Action Text: This Resolution was Refer to the TRANSPORTATION COMMISSION						
1	TRANSPORTATION COMMISSION	09/10/2025	Return to Lead with the Recommendation for Approval	BOARD OF PUBLIC WORKS	09/17/2025		Pass
	Action Text: Bremer moved to Return to Lead with the Recommendation for Approval, seconded by O'Brien. The motion passed by voice vote/other.						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Stern, seconded by Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89697

Fiscal Note

No Funds Required.

Title

Approving roadway geometry for the construction of S High Point Rd from Mid Point Meadows Plat to Raymond Rd. (District 1, District 7)

Body

WHEREAS, The City of Madison and the Wisconsin Department of Transportation have proposed a project to construct S High Point Road from Mid Point Meadows Plat to Raymond Rd; and

WHEREAS, the City secured Federal Funds through the Surface Transportation Block Grants Program for construction of S High Point Rd; and,

WHEREAS, the City of Madison Common Council adopted RES-24-00630, File ID 85460 on October 29, 2024 authorizing the Mayor and the City Clerk to execute an agreement with MSA Professional Services, Inc. for design engineering services for the construction of S High Point Rd; and,

WHEREAS, the City of Madison Common Council adopted RES-24-00672, File ID 85818 on November 26, 2024, authorizing the Mayor and City Clerk to execute a State/Municipal agreement with the State of Wisconsin Department of Transportation for State review service for preliminary engineering for S High Point Rd; and,

WHEREAS, the City has held one public information meeting to obtain input from the community regarding the design. The City has also met with area residents to obtain input.

WHEREAS, the project design staff have coordinated with the adjacent construction in the Midpoint Meadows Plat which helped inform the design of the cross section.

WHEREAS, The City of Madison has completed preliminary design of the project, which includes construction of S High Point Road to a three-lane urban section, a 10-foot wide multi-use path and 5 foot wide sidewalk; and that the proposed designs will adequately serve the area traffic projections through the design year of 2050. The intersection of Raymond Rd and S High Point Rd is proposed to be reconstructed with a roundabout.

NOW, THEREFORE, BE IT RESOLVED, that the roadway geometry for S High Point Rd from Mid Point Meadows Plat to Raymond Road is hereby approved.

City of Madison - S. High Point Rd Ext
(Raymond Rd to Mid Town Plat Limit)
Local Street
Dane County
Single Lane Roundabout with Two-Way Left Turn Lane

RAYMOND RD

S HIGH POINT RD

5-FOOT SIDEWALK

TWO-WAY LEFT-TURN LANE (TWLTL)

10-FOOT SHARED-USE PATH

SINGLE LANE ROUNDABOUT

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE CURB & GUTTER
- PROPOSED HMA PATH
- PROPOSED CONCRETE MEDIAN
- PROPOSED SIDEWALK
- GRASS AREAS



S HIGH POINT RD TYPICAL SECTION
TWO-WAY LEFT-TURN LANE

NORTH

0 FT 40 FT 80 FT

City of Madison - S. High Point Rd Ext
(Raymond Rd to Mid Town Plat Limit)
Local Street
Dane County
Single Lane Roundabout with Two-Way Left Turn Lane

5-FOOT SIDEWALK

10-FOOT SHARED-USE PATH

10-FOOT SIDEWALK

RAYMOND RD

SINGLE LANE ROUNDABOUT

S HIGH POINT RD

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE CURB & GUTTER
- PROPOSED HMA PATH
- PROPOSED CONCRETE MEDIAN
- PROPOSED SIDEWALK
- GRASS AREAS

NORTH

0 FT 40 FT 80 FT

LEGEND:

- OLD MEDIAN EXTENTS (BACK OF CURB)
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE CURB & GUTTER
- PROPOSED CONCRETE MEDIAN
- PROPOSED SIDEWALK
- GRASS AREAS

RAYMOND RD

S HIGH POINT RD

2'-4"
2'-10"
14'-0"
9'-2"
2'-0"
1'-9"

NORTH

0 FT 10 FT 20 FT

City of Madison

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Master

File Number: 89827

File ID:	89827	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Accepting sidewalk improvements constructed by Private Contract In 2651 East Springs Drive, Private Contract No. 9153.			**Final Action:**	

Title: Accepting sidewalk improvements constructed by Private Contract In 2651 East Springs Drive, Private Contract No. 9153 (District 17).

Notes:

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9153 Sidewalk Schedule A.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89827

Fiscal Note

No City Funds required. Private contract

Title

Accepting sidewalk improvements constructed by Private Contract In 2651 East Springs Drive, Private Contract No. 9153 (District 17).

Body

WHEREAS, Panera, LLC, has satisfactorily completed the installation of sidewalk improvements by private contract, in accordance with the City of Madison Standard Specifications for Public Works Construction, in: 2651 East Springs Drive.

NOW, THEREFORE, BE IT RESOLVED

1. That said sidewalk improvements be and are hereby accepted.

2. That the sidewalk improvements on the following streets be and are hereby accepted:

East Springs Drive Sidewalk from E Washington Ave to S of 2651 E Springs Drive

The attached Schedule "A" representing the actual cost of construction of these improvements, which shall increase the street infrastructure value for Project No. 14045 by $ 5,637.50 for a useful life of 40 years.

STREET PLANT VALUE
Sidewalks

2651 East Springs Drive
14045

Sidewalk

Description	From	To	Quantity	Unit	Unit Cost	Total Cost
East Springs Drive Sidewalk	**E Washington Ave**	**S of 2651 E Springs Drive**	1406	SF	$ 3.58	$ 5,033.48
5' concrete sidewalk				*Engineering @ 12%*		$ 604.02
MS LINK NO. 2,019				***Total Cost***		$ 5,637.50
				Engineering @ 12%		
				Total Cost	

City of Madison

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File Number: 89828

File ID:	89828	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Awarding Public Works Contract No. 9657, Stricker Pond Forebay Dredging.			**Final Action:**	

Title: Awarding Public Works Contract No. 9657, Stricker Pond Forebay Dredging (District 19)

Notes: Sarah Lerner

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9657 BidOpeningTab.pdf, 9657 award.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89828

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 9657, Stricker Pond Forebay Dredging (District 19)

Body

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

Madison General Ordinances regarding Best Value Contracting:

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 9657) for itemization of bids.

STRICKER POND FOREBAY DREDGING
CONTRACT NO. 9657
DATE: 9/4/25
PREQUALIFICATION: 225

CONTRACTORS	TOTAL BID	PREQUALIFICATION STATUS
Drax, Inc	$437,886.00	OK
Engineering Estimate	$444,514.00	
INTEGRITY GRADING & EXCAVATING, INC.	$536,941.16	OK
R. G. Huston Co., Inc.	$633,800.00	OK
Speedway Sand & Gravel, Inc.	$684,392.72	OK

CONTRACT NO. 9657
Stricker Pond Forebay Dredging

Drax, Inc

CONTRACT AWARD	**$**	**437,886.00**
MAX CONTINGENCY (8%)	*$*	*35,030.88*
DREDGING 2025: 15697-84-200: 54445 (91345)		83,996.50
ACCT. CONTINGENCY 8%		6,719.72
ACCT. SUBTOTAL		90,716.22
STORMWATER QUALITY: 15468-84-174-84600: 54445 (91345)		71,232.00
ACCT. CONTINGENCY 8%		5,698.56
ACCT. SUBTOTAL		76,930.56
DREDGING 2026: 15697-84-200: 54445 (91345)		282,657.50
ACCT. CONTINGENCY 8%		22,612.60
ACCT. SUBTOTAL		305,270.10
GRAND TOTAL INCL. CONTINGENCY	**$**	**472,916.88**

City of Madison

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File Number: 89829

File ID:	89829	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Awarding Public Works Contract No. 9659, Engineering Operations Facility Locker Room Renovation.			**Final Action:**	

Title: Awarding Public Works Contract No. 9659, Engineering Operations Facility Locker Room Renovation. (District 14)

Notes: Amy Scanlon

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9659 BidOpeningTab.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89829

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 9659, Engineering Operations Facility Locker Room Renovation. (District 14)

Body

BE IT RESOLVED, that the following low bids for miscellaneous improvements be accepted and that the Mayor and City Clerk be and are hereby authorized and directed to enter into a contract with the low bidder contained herein, subject to the Contractor's compliance with

Section 39.02 of the Madison General Ordinances concerning compliance with the Affirmative Action provisions **and subject to the Contractor's compliance with Section 33.07 of the Madison General Ordinances regarding Best Value Contracting:**

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 9659) for itemization of bids.

ENGINEERING OPERATIONS FACILITY (EOF) LOCKER ROOM RENOVAT 0
CONTRACT NO. 9659
DATE: 9/4/25
PREQUALIFICATION: 420, 425

CONTRACTORS	TOTAL BID	PREQUALIFICATION STATUS
Engineering Estimate	$800,000.00	
Iconica, Inc.	$913,568.00	OK
Tri-North Builders, Inc.	$972,000.00	OK
Danton Construction Services LLC	$1,070,000.00	OK
Bachmann Construction Company, Inc	$1,112,016.00	OK

City of Madison

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File Number: 89830

File ID:	89830	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Awarding Public Works Contract No. 9682, Monona Terrace Tunnel.			**Final Action:**	

Title: Awarding Public Works Contract No. 9682, Monona Terrace Tunnel Lighting (District 4)

Notes: Gretchen Aviles Pineiro

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9682 BidOpeningTab.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89830

Fiscal Note

Budget authority is available in the Acct. Nos. listed on the attached.

Title

Awarding Public Works Contract No. 9682, Monona Terrace Tunnel Lighting (District 4)

Body

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

Madison General Ordinances regarding Best Value Contracting:

BE IT FURTHER RESOLVED, that the funds be encumbered to cover the cost of the projects contained herein.

See attached document (Contract No. 9682) for itemization of bids.

MONONA TERRACE TUNNEL LIGHTING 0
CONTRACT NO. 9682
DATE: 9/4/25
PREQUALIFICATION: 315

CONTRACTORS	TOTAL BID	PREQUALIFICATION STATUS
No Bids Received		
Engineering Estimate	$2,294,406.00	

City of Madison

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Madison, WI 53703
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Master

File Number: 89831

File ID:	89831	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Accepting sanitary sewer and storm sewer constructed by Private Contract In 575 Zor Shrine Place, Private Contract No. 9088.			**Final Action:**	

Title: Accepting sanitary sewer and storm sewer constructed by Private Contract In 575 Zor Shrine Place, Private Contract No. 9088 (District 9).

Notes:

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	575 Zor Shrine Pl Sanitary Schedule A Unit Cost.pdf, 575 Zor Shrine Pl Storm Schedule A Unit Cost.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89831

Fiscal Note

No City Funds required. Private contract.

Title

Accepting sanitary sewer and storm sewer constructed by Private Contract In 575 Zor Shrine Place, Private Contract No. 9088 (District 9).

Body

WHEREAS, Saturday Zor Shrine, LLC, has satisfactorily completed the installation of sanitary sewer and storm sewer by private contract, in accordance with the City of Madison Standard Specifications for Public Works Construction, in: 575 Zor Shrine Place.

NOW, THEREFORE, BE IT RESOLVED

1. That said sanitary sewer and storm sewer improvements be and are hereby accepted.

2. That said sanitary sewer improvements are hereby assigned to the Madison Sewer Utility for ownership and maintenance and that the attached Schedule "A" representing the actual cost of construction of these improvements shall be reflected in the Madison Sewer Utility's "Utility Plant In Service".

SANITARY SEWER ACCOUNTING DATA

A)	Total Contract Value (including Engineering and Miscellaneous Costs)	$	346,790.71
B)	Contributions in Aid of Construction:		
	a) Public Sewer Components	$	346,790.71
	b) Sewer Laterals	$	-0-
C)	Investments in Capital (MSU Share)	$	-0-
D)	Total Plant Value	$	346,790.71

3. That said storm sewer improvements are hereby assigned to the Madison Storm Water Utility for ownership and maintenance and that the attached Schedule "A" representing the actual cost of construction of these improvements shall be reflected in the Madison Storm Water Utility's "Utility Plant In Service".

Increase in Total Plant Value per Schedule “A” $409,825.92.

SANITARY SEWER PLANT VALUE
(Schedule 'A' / Sanitary Structures)

575 Zor Shrine Place

13846

STRUCTURES

Description	Quantity	Unit	Unit Cost	Total Cost
4' DIAM SAS	6	EA	$ 7,500.00	$ 45,000.00
Engineering @ 12%				$ 5,400.00
Total Cost			$ 8,400.00	$ 50,400.00
Engineering @ 12%				
Total Cost			

SANITARY SEWER PLANT VALUE

(Schedule 'A' / Sanitary Pipes)

575 Zor Shrine Place

13846

PIPES

Description	Quantity	Unit	Unit Cost	Total Cost
15" PVC	1308	LF	$202.32	$ 264,634.56
Engineering @ 12%				$ 31,756.15
Total Cost			$ 226.60	$ 296,390.71
Engineering @ 12%				
Total Cost			

SANITARY SEWER PLANT VALUE

(Schedule 'A' / Sanitary Pipes)

575 Zor Shrine Place

13846

LAND IMPROVEMENTS-ACCESS PATH

Description	Quantity	Unit	Unit Cost	Total Cost
Access Path for San Maintenance	1	LS	$7,438.70	$ 7,438.70
Engineering @ 12%				$ 892.64
Total Cost			$ 8,331.34	$ 8,331.34
Engineering @ 12%				
Total Cost			

STORM SEWER PLANT VALUE
(Schedule 'A' / Storm Structures)

575 Zor Shrine Pl

13846

STRUCTURES

Description	Quantity	Unit	Unit Cost	Total Cost
6X6 SAS	6	EACH	$ 16,500.00	$ 99,000.00
Engineering @ 12%				$ 11,880.00
Total Cost			$ 18,480.00	$ 110,880.00
Engineering @ 12%				
Total Cost				
Engineering @ 12%				
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Engineering @ 12%				
Total Cost				
GRAND TOTAL COST				$ 110,880.00

Prepared By: EEA

Total Storm Sewer Improvements: $ 409,825.92

Date: 8/28/2025

STORM SEWER PLANT VALUE

(Schedule 'A' / Storm Pipes)

575 Zor Shrine Pl

13846

PIPES

Description	Quantity	Unit	Unit Cost	Total Cost
54" RCP	754	LF	$ 354.00	$ 266,916.00
Engineering @ 12%				$ 32,029.92
Total Cost			$ 396.48	$ 298,945.92
Engineering @ 12%				
Total Cost			

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 89832

File ID:	89832	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/04/2025
File Name:	Accepting sanitary sewer improvements constructed by Private Contract In 3841 E Washington Avenue, Private Contract No. 9253.			**Final Action:**	

Title: Accepting sanitary sewer improvements constructed by Private Contract In 3841 E Washington Avenue, Private Contract No. 9253 (District 3).

Notes:

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	3841 E Washington Sanitary Schedule A Unit Cost.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/04/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89832

Fiscal Note

No City Funds required. Private contract.

Title

Accepting sanitary sewer improvements constructed by Private Contract In 3841 E Washington Avenue, Private Contract No. 9253 (District 3).

Body

WHEREAS, Repvblik Madison, LLC, has satisfactorily completed the installation of sanitary sewer by private contract, in accordance with the City of Madison Standard Specifications for Public Works Construction, in: 3841 E Washington Avenue.

NOW, THEREFORE, BE IT RESOLVED

1. That said sanitary sewer be and are hereby accepted.

2. That said sanitary sewer improvements are hereby assigned to the Madison Sewer Utility for ownership and maintenance and that the attached Schedule "A" representing the actual cost of construction of these improvements shall be reflected in the Madison Sewer Utility's "Utility Plant In Service".

SANITARY SEWER ACCOUNTING DATA

A)	Total Contract Value (including Engineering and Miscellaneous Costs)	$	57,829.25
B)	Contributions in Aid of Construction:		
	a) Public Sewer Components	$	57,829.25
	b) Sewer Laterals	$	-0-
C)	Investments in Capital (MSU Share)	$	-0-
D)	Total Plant Value	$	57,829.25

SANITARY SEWER PLANT VALUE

(Schedule 'A' / Sanitary Structures)

3841 E Washington Ave

14424

STRUCTURES

Description	Quantity	Unit	Unit Cost	Total Cost
4' DIAM SAS	4	EA	$ 6,783.00	$ 27,132.00
Engineering @ 12%				$ 3,255.84
Total Cost			$ 7,596.96	$ 30,387.84
Engineering @ 12%				
Total Cost			

SANITARY SEWER PLANT VALUE

(Schedule 'A' / Sanitary Pipes)

3841 E Washington Ave

14424

PIPES

Description	Quantity	Unit	Unit Cost	Total Cost
10" PVC	427	LF	$57.38	$ 24,501.26
Engineering @ 12%				$ 2,940.15
Total Cost			$ 64.27	$ 27,441.41
Engineering @ 12%				
Total Cost			

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 89883

File ID:	89883	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/08/2025
File Name:	Establishing revised assessments for the installation of street trees requested by the property owner (notices and public hearings have been waived).			**Final Action:**	

Title: Establishing revised assessments for the installation of street trees requested by the property owner (notices and public hearings have been waived). (Citywide)

Notes: Craig Klinke

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	Report by City Forester Spring 2025 Final.pdf, Assessable Tree List Spring 2025 final.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/09/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89883

Fiscal Note

The proposed resolution establishes revised assessment amounts for the installation of street trees compared to the initial RES-25-00239, adopted on April 15, 2025 for the installation of 654 street trees request by property owners. The total cost of the assessment and installation is $152,868.22 comprised of $133,150.77 in assessments paid to the City by the property owners and $19,717.45 of City costs. Funding for the City portion of the costs is available in the 2025 Streets Division Adopted Capital Budget (Munis #12415). No additional appropriation is required.

Title

Establishing revised assessments for the installation of street trees requested by the property owner (notices and public hearings have been waived). (Citywide)

Body

PREAMBLE

In accordance with Section 10.10 (11) of the Madison General Ordinances, the property owners whose names are listed in the attached schedule of assessments have requested installation of street trees on the street right-of-way abutting their respective properties and have waived their right for notice and public hearing. The purpose of this resolution is to establish the assessments for these street trees in accordance with Section 10.10 (9) of the Madison General Ordinances.

BE IT RESOLVED:

1. That the Common Council hereby determines that the special assessments contained on the attached schedule of assessments are reasonable.

2. That such work represents an exercise of the police power of the City of Madison.

3. That the attached schedule of assessments for street trees are hereby approved and that the date of adoption of this resolution shall constitute the levy of those assessments and that such assessments so levied shall be lien against the respective properties from the date of the adoption of this resolution.

4. That the work or improvement be carried out in accordance with the reports as finally approved.

INSTALLMENT ASSESSMENT NOTICE

The amount of the special assessment for each abutting property owner has been determined as specified above and a statement of the same is on file with the City Clerk; it is proposed to collect the same in five (5) installments, as provided for by Section 66.0715 of the Wisconsin Statutes, with interest thereon at 4 percent per annum; that all assessments will be collected in installments as above provided except such assessments on property where the owner of the same has paid the assessment to the City Treasurer on or before the next succeeding November 1st.

NOTICE OF APPEAL RIGHTS

"Pursuant to Sec.4.09 (14), Madison General Ordinances, as authorized by Sec. 66.0701(2), Wisconsin Statutes, any person against whose land a special assessment has been levied by this resolution has the right to appeal there from in the manner prescribed in Sec. 66.0703(12), Wisconsin Statutes, within forty (40) days of the day of the final determination of the Common Council, said date being the date of adoption of this resolution."

REPORT OF THE CITY FORESTER

For Approving Plans and Specifications and Assessing Improvement Costs for:

Installation of Spring 2025 Street Trees

Filed in the Office of the City Forester: August 4, 2025

Filed in the City Clerks Office:

To the Mayor and the Common Council:

The Common Council having ordained that the full cost, including inspection and supervision, of the initial installation of street trees shall be assessed to the abutting properties and that assessment for street trees shall be in accordance with Section 66.62 of the Wisconsin Statutes and Section 10.10 of the Madison General Ordinances, has directed that when the City Forester proposes the installation of street trees assessed to the abutting properties, he shall prepare a report listing the street trees to be planted, their location and schedule of assessments.

Now, therefore, in compliance with said instruction, the City Forester reports as follows:

1. That street trees are proposed to be installed and assessed to abutting properties listed on Exhibit "A", attached hereto, said listing including the type of street trees to be planted, their location and a schedule of assessments.

2. That pursuant to such listing, the entire cost of the work improvements will be $143589.43

3. After having carefully viewed and examined the entire territory and the said several parcels of land or real estate affected by said improvement, and having first viewed, examined and considered severally and separately each parcel of real estate in said territory, the City Forester has found and determined and does hereby so find and determine that the City of Madison should pay the sum of $19485.48 as the cost properly chargeable to the City and covered by said improvement.

Dated: August 4, 2025

Ian Brown, City Forester

Parcel Number	#	Street	Variety	Owner		Address	City State Zip	Price
081026360579	2012	Autumn Lake Pkwy	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	MASIARCHIN, ERICH G	& TERESE E MASIARCHIN	2012 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360561	2018	Autumn Lake Pkwy	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	GUERRERO, SAMUEL	& MARLA DELGADO-	2018 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360553	2024	Autumn Lake Pkwy	Swamp White Oak (Quercus bicolor)	KHAN, MOHAMMED	AMY JO KHAN	26481 MARINE VIEW DR S	DES MOINES, WA 98198	$231.97
081026360537	2038	Autumn Lake Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	DUCUSIN CASTILLO,	& DENISE WHITNEY-	2038 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360529	2044	Autumn Lake Pkwy	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	BRUMMELL, BENJAMIN	& KRISTEN GAYLE BRUMMELL	2044 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360511	2050	Autumn Lake Pkwy	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	KLATT ALEX		2050 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360503	2118	Autumn Lake Pkwy	Swamp White Oak (Quercus bicolor)	ARVIA, KIMBERLY	& CHARLES ARVIA	2118 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360503	2118	Autumn Lake Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	ARVIA, KIMBERLY	& CHARLES ARVIA	2118 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360496	2132	Autumn Lake Pkwy	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	MCELROY, EMILY		2132 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360488	2140	Autumn Lake Pkwy	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	HANKO, KERRIE		2140 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026360470	2148	Autumn Lake Pkwy	Swamp White Oak (Quercus bicolor)	SNYDER GREGORY C.	SNYDER TRACEY L.	2148 AUTUMN LAKE PKWY	MADISON, WI 53718	$231.97
081026371013	2319	Autumn Lake Pkwy	Hackberry (Celtis occidentalis)	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371013	2319	Autumn Lake Pkwy	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371013	2319	Autumn Lake Pkwy	Swamp White Oak (Quercus bicolor)	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371021	2321	Autumn Lake Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371021	2321	Autumn Lake Pkwy	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97

081026371039	2325	Autumn Lake Pkwy	Katsura Tree (Cercidiphyllum japonicum)	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371055	2331	Autumn Lake Pkwy	Swamp White Oak (Quercus bicolor)	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026371071	2337	Autumn Lake Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
070928111180	730	Baltzell St	Dogwood 'Golden Glory' (Cornus mas 'Golden Glory')	LUTZ, TIMOTHY C	& TAMMY E KLAPROTH	730 BALTZELL ST	MADISON, WI 53711-1831	$231.97
070829418164	803	Barn Swallow Cir	Chinkapin Oak (Quercus muehlenbergii)	NORDBERG, JASON EDWARD	& ANGELA DAWN KVASNICA	803 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418164	803	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	NORDBERG, JASON EDWARD	& ANGELA DAWN KVASNICA	803 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416019	804	Barn Swallow Cir	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	NALLAPATI, JAHNAVI	& PAVAN KUMAR CHUNDURU	804 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416019	804	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	NALLAPATI, JAHNAVI	& PAVAN KUMAR CHUNDURU	804 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416027	808	Barn Swallow Cir	Swamp White Oak (Quercus bicolor)	PENNY, KAYLA	& THERON SCHULTZ	808 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418148	811	Barn Swallow Cir	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	DELBALSO, DIANE M		811 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416035	812	Barn Swallow Cir	Hackberry (Celtis occidentalis)	ODORFER, CHARLES	& HOLLY ODORFER	812 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418130	815	Barn Swallow Cir	Hackberry (Celtis occidentalis)	BONTJE, TAYLOR	& JUSTIN MCMANNIS	815 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416043	816	Barn Swallow Cir	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FIROOZABAD, REZA	& FATIMA MAGHAMI	816 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416043	816	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FIROOZABAD, REZA	& FATIMA MAGHAMI	816 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829416043	816	Barn Swallow Cir	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	FIROOZABAD, REZA	& FATIMA MAGHAMI	816 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418122	819	Barn Swallow Cir	Swamp White Oak (Quercus bicolor)	ENDRES, TIMOTHY	& MARY ENDRES	819 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418015	820	Barn Swallow Cir	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CHAPARALA, YUGANDHAR		820 BARN SWALLOW CIR	VERONA, WI 53593	$231.97

070829418015	820	Barn Swallow Cir	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CHAPARALA, YUGANDHAR		820 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418114	823	Barn Swallow Cir	Hackberry (Celtis occidentalis)	BOEHM, NICHOLAS	& TAYLOR BORMAN	823 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418114	823	Barn Swallow Cir	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	BOEHM, NICHOLAS	& TAYLOR BORMAN	823 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418114	823	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	BOEHM, NICHOLAS	& TAYLOR BORMAN	823 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418023	824	Barn Swallow Cir	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	REDDY, SNEHA		824 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418031	828	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	GEIGER, DANIEL J		828 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418049	832	Barn Swallow Cir	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	HE RUIYI		832 BARN SWALLOW CIRCLE	VERONA, WI 53593	$231.97
070829418057	836	Barn Swallow Cir	Hackberry (Celtis occidentalis)	KOWIESKI, JON &	ALEXA NOMMENSEN-	836 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418073	844	Barn Swallow Cir	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	MCKENZIE, KATHERINE KELLY	& AIDAN MAIR MCKENZIE	844 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070829418081	848	Barn Swallow Cir	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PULERA, JOHN P	& KAITLYN M FOELLINGS	848 BARN SWALLOW CIR	VERONA, WI 53593	$231.97
070816306314	811	Big Stone Trl	Swamp White Oak (Quercus bicolor)	GALIN, ZACHARY BRETT	& KRISTA JENNIFER	811 BIG STONE TRL	MIDDLETON, WI 53562	$231.97
070816306314	811	Big Stone Trl	Elm 'New Horizon' (Ulmus 'New Horizon')	GALIN, ZACHARY BRETT	& KRISTA JENNIFER	811 BIG STONE TRL	MIDDLETON, WI 53562	$231.97
070816306306	817	Big Stone Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	WENTLAND, ABBEY KAY	& JASON H DENOBLE	817 BIG STONE TRL	MIDDLETON, WI 53562	$231.97
070816306306	817	Big Stone Trl	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	WENTLAND, ABBEY KAY	& JASON H DENOBLE	817 BIG STONE TRL	MIDDLETON, WI 53562	$231.97
070816306306	817	Big Stone Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	WENTLAND, ABBEY KAY	& JASON H DENOBLE	817 BIG STONE TRL	MIDDLETON, WI 53562	$231.97
070822208033	8521	Blackwolf Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070822208033	8521	Blackwolf Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97

070829421018	803	Blue Crane Run	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	SOLCZ IAN		803 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421018	803	Blue Crane Run	Chinkapin Oak (Quercus muehlenbergii)	SOLCZ IAN		803 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421018	803	Blue Crane Run	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SOLCZ IAN		803 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419196	804	Blue Crane Run	Linden 'American Sentry' (Tilia americana 'McSentry')	LUCKIN JONATHAN		804 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421026	807	Blue Crane Run	Elm 'New Horizon' (Ulmus 'New Horizon')	BURAGLIO MARK AND CHERIE		807 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419203	810	Blue Crane Run	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	QUERO MAIA	QUERO, JR. JUAN	810 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421034	811	Blue Crane Run	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	ZAGGOTI JOSEF MONIR	LI GAOFEI	811 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421042	815	Blue Crane Run	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	BREENE HAYDEN	HILBY SARAH	815 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419211	816	Blue Crane Run	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	DOYLES RICKEY		816 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421050	819	Blue Crane Run	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	ZHANG TIANSHU		819 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419229	822	Blue Crane Run	Hackberry (Celtis occidentalis)	VH1000 OAKS WEST LLC		6801 SOUTH TOWNE DR	MADISON, WI 53713	$231.97
070829421068	823	Blue Crane Run	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	KHERA REBECCA	HANCOCK GRAHAM	823 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421076	827	Blue Crane Run	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	HOLLAND JAMES	& ANASTASIA HOLLAND	827 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421084	831	Blue Crane Run	Linden 'American Sentry' (Tilia americana 'McSentry')	BURCK ROBERT AND KRISTINE	BURCK ANDERS A.	831 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419245	832	Blue Crane Run	Elm 'New Horizon' (Ulmus 'New Horizon')	KERPER CLAIRE		832 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421092	835	Blue Crane Run	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	TIAN TIAN		835 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419253	838	Blue Crane Run	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	RASMUSSEN, JR. LAWRENCE		838 BLUE CRANE RUN	VERONA, WI 53593	$231.97

070829421109	839	Blue Crane Run	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	HIDAYAT DADIT G	NUGRAHENI SURYADEWI E	839 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421117	843	Blue Crane Run	Hackberry (Celtis occidentalis)	BRAUE, ANN		843 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829421117	843	Blue Crane Run	Chinkapin Oak (Quercus muehlenbergii)	BRAUE, ANN		843 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419261	844	Blue Crane Run	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CARTER, BENNETT S	& EMILY K PARK	844 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070829419261	844	Blue Crane Run	Swamp White Oak (Quercus bicolor)	CARTER, BENNETT S	& EMILY K PARK	844 BLUE CRANE RUN	VERONA, WI 53593	$231.97
070821202127	520	Burnt Sienna Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CASE, NATHANIEL	AMANDA CASE	520 BURNT SIENNA DR	MADISON, WI 53562	$231.97
070821215055	525	Burnt Sienna Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	WOODWARD, NICHOLAS S	KIERA M WOODWARD	525 BURNT SIENNA DR	MIDDLETON, WI 53562	$231.97
070821215055	525	Burnt Sienna Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	WOODWARD, NICHOLAS S	KIERA M WOODWARD	525 BURNT SIENNA DR	MIDDLETON, WI 53562	$231.97
070821202143	528	Burnt Sienna Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	GOLDBECK TRUST, JODI L		528 BURNT SIENNA DR	MIDDLETON, WI 53562-9102	$231.97
070821202151	532	Burnt Sienna Dr	Swamp White Oak (Quercus bicolor)	ANKNEY, STEVEN JOHN	& MEAGAN ELISE ANKNEY	532 BURNT SIENNA DR	MIDDLETON, WI 53562-9102	$231.97
070821202177	540	Burnt Sienna Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	SHI, XIAOLEI	HANTANG QIN	540 BURNT SIENNA DR	MIDDLETON, WI 53562-9102	$231.97
070821215097	545	Burnt Sienna Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	BOARDMAN REV LIVING TR,	ANDREA & CHRIS	545 BURNT SIENNA DR	MIDDLETON, WI 53562	$231.97
070821201088	652	Burnt Sienna Dr	Yellow-Poplar (Liriodendron tulipifera)	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	Chinkapin Oak (Quercus muehlenbergii)	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97

070821201088	652	Burnt Sienna Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821201088	652	Burnt Sienna Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	BRADFORD MIDDLETON LLC	STE 726	106 BARRINGTON COMMONS	BARRINGTON, IL 60010	$231.97
070821311019	302	Chaska Dr	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Linden 'Sweet Street' (Tilia americana 'Kromm')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Chinkapin Oak (Quercus muehlenbergii)	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Chinkapin Oak (Quercus muehlenbergii)	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Honeylocust 'Street Keeper' (Gleditsia triacanthos 'Draves')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Linden 'Sweet Street' (Tilia americana 'Kromm')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97

070821311019	302	Chaska Dr	Swamp White Oak (Quercus bicolor)	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070821311019	302	Chaska Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARAGON PLACE AT BEAR	CLAW WAY III LLC	660 W RIDGEWAY DR	APPLETON, WI 54911	$231.97
070828305164	717	Crimson Leaf Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	KHUU, YEN	PHUNG KHUU	717 CRIMSON LEAF LN	VERONA, WI 53593	$231.97
070828321079	724	Crimson Leaf Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SCHNEIDER, JUSTIN MICHAEL	JENNA LYNN TREMMEL	724 CRIMSON LEAF LN	VERONA, WI 53593	$231.97
070932406270	4330	Doncaster Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PROBANDT, COLE F		4330 DONCASTER DR	MADISON, WI 53711-3718	$231.97
070821214099	517	Dragon Willow Ln	Swamp White Oak (Quercus bicolor)	SINGH, NITESHKUMAR L	DIVYA N SINGH	517 DRAGON WILLOW LN	MIDDLETON, WI 53562	$231.97
070821214099	517	Dragon Willow Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SINGH, NITESHKUMAR L	DIVYA N SINGH	517 DRAGON WILLOW LN	MIDDLETON, WI 53562	$231.97
070821214099	517	Dragon Willow Ln	Hackberry (Celtis occidentalis)	SINGH, NITESHKUMAR L	DIVYA N SINGH	517 DRAGON WILLOW LN	MIDDLETON, WI 53562	$231.97
070821214099	517	Dragon Willow Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	SINGH, NITESHKUMAR L	DIVYA N SINGH	517 DRAGON WILLOW LN	MIDDLETON, WI 53562	$231.97
070821214081	521	Dragon Willow Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	TRAUN, DEAN & CARMEN		521 DRAGON WILLOW LANE	MIDDLETON, WI 53562	$231.97
070822208041	8544	Elderberry Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON PARKS	JUNCTION RIDGE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070822208041	8544	Elderberry Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON PARKS	JUNCTION RIDGE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070822208041	8544	Elderberry Rd	Ironwood (Ostrya virginiana)	CITY OF MADISON PARKS	JUNCTION RIDGE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070822208041	8544	Elderberry Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON PARKS	JUNCTION RIDGE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
060812311110	6809	Fairhaven Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6811	Fairhaven Rd	Yellow-Poplar (Liriodendron tulipifera)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6813	Fairhaven Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97

060812311110	6815	Fairhaven Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
070920303115	4925	Fond Du Lac Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MIALIK, MATTHEW R	HEATHER J MIALIK	4925 FOND DU LAC TRL	MADISON, WI 53705-4816	$231.97
071002410175	302	Galileo Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	STANEK, ANDREW &		302 GALILEO DR	MADISON, WI 53718	$231.97
071002410175	302	Galileo Dr	Yellow-Poplar (Liriodendron tulipifera)	STANEK, ANDREW &		302 GALILEO DR	MADISON, WI 53718	$231.97
071002410175	302	Galileo Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	STANEK, ANDREW &		302 GALILEO DR	MADISON, WI 53718	$231.97
071002418476	303	Galileo Dr	Yellow-Poplar (Liriodendron tulipifera)	LUCE JOSHUA	WATSON DANIELLE	303 GALILEO DR	MADISON, WI 53718	$231.97
060802203096	2	Glacial Groove Ct	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203096	2	Glacial Groove Ct	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203096	2	Glacial Groove Ct	Hackberry (Celtis occidentalis)	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203096	2	Glacial Groove Ct	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203096	2	Glacial Groove Ct	Linden 'American Sentry' (Tilia americana 'McSentry')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203096	2	Glacial Groove Ct	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97

060802203103	10	Glacial Groove Ct	Chinkapin Oak (Quercus muehlenbergii)	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Elm 'New Horizon' (Ulmus 'New Horizon')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203103	10	Glacial Groove Ct	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
070829419138	10205	Hazy Sky Pkwy	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	HAMMOND, CHRISTOPHER M	& CHRISTINE M HAMMOND	10205 HAZY SKY PKWY	VERONA, WI 53593	$231.97
070829419162	10211	Hazy Sky Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	OTT JOHN J	DEES SAMANTHA D	10211 HAZY SKY PARKWAY	VERONA, WI 53593	$231.97
070829419162	10211	Hazy Sky Pkwy	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	OTT JOHN J	DEES SAMANTHA D	10211 HAZY SKY PARKWAY	VERONA, WI 53593	$231.97
070829418297	10305	Hazy Sky Pkwy	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829418297	10305	Hazy Sky Pkwy	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON PARKS	OLD TIMBER PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829412091	10330	Hazy Sky Pkwy	Hackberry (Celtis occidentalis)	BAUTISTA DE OLEO, HOCHI F	& MILDRED BAUTISTA	10330 HAZY SKY PKWY	VERONA, WI 53593	$231.97
071002314187	410	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MIAH NOYON		410 HERCULES TRL	MADISON, WI 53718	$231.97
071002315101	411	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	DOTY CAROLINE	MINISCE ALLISON	411 HERCULES TRAIL	MADISON, WI 53718	$231.97
071002315101	411	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	DOTY CAROLINE	MINISCE ALLISON	411 HERCULES TRAIL	MADISON, WI 53718	$231.97

071002314195	414	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	BAKER, JAMISON	KABAO BAKER	414 HERCULES TRL	MADISON, WI 53718	$231.97
071002315094	415	Hercules Trl	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	FENILI, CASSI		415 HERCULES TRL	MADISON, WI 53718	$231.97
071002315094	415	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FENILI, CASSI		415 HERCULES TRL	MADISON, WI 53718	$231.97
071002314202	418	Hercules Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	XIONG, KALIA	& BILLY HER	418 HERCULES TRL	MADISON, WI 53718	$231.97
071002315086	419	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	KILLEBREW, KATHRYN		419 HERCULES TRL	MADISON, WI 53718	$231.97
071002314210	422	Hercules Trl	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	MOJICA, ANGELICA	& JENNIFER MOJICA	422 HERCULES TRL	MADISON, WI 53718	$231.97
071002315078	423	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	WODZINSKI, PATRICK	& ELIZABETH WODZINSKI	423 HERCULES TRL	MADISON, WI 53718	$231.97
071002314228	426	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	BALLWEG, JACOB	& SARA KHAN	426 HERCULES TRL	MADISON, WI 53718	$231.97
071002315060	427	Hercules Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	POLARIS REAL ESTATE	HOLDINGS LLC	450 MEMORIAL BLVD # 9	BAYONNE, NJ 7002	$231.97
071002314236	430	Hercules Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	JACKSON, GARRETT &		430 HERCULES TRL	MADISON, WI 53718	$231.97
071002315052	431	Hercules Trl	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	NIEMI, KRISTIN	& CARL SCHNEIDER	431 HERCULES TRL	MADISON, WI 53718	$231.97
071002314244	434	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ROTHGEB, JONATHAN	& MEGAN BLAND-ROTHGEB	434 HERCULES TRL	MADISON, WI 53718	$231.97
071002314244	434	Hercules Trl	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	ROTHGEB, JONATHAN	& MEGAN BLAND-ROTHGEB	434 HERCULES TRL	MADISON, WI 53718	$231.97
071002315044	435	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MUKENDI, MICHEL		435 HERCULES TRL	MADISON, WI 53718	$231.97
071002315036	439	Hercules Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PICHON-MARTINEZ,	& ALEXIS PICHON-MARTINEZ	439 HERCULES TRL	MADISON, WI 53718	$231.97
071002314301	440	Hercules Trl	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	GRAHAM, JANE	& WESLEY PARKER	440 HERCULES TRL	MADISON, WI 53718	$231.97
071002315028	443	Hercules Trl	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SVAGLIC, TERRY	JAMES CHIOLINO	443 HERCULES TRL	MADISON, WI 53718	$231.97

071002314319	444	Hercules Trl	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PITT, TRISTAN J	& CASSANDRA D BOSTIC	444 HERCULES TRL	MADISON, WI 53718	$231.97
060802203062	2809	Hickory Ridge Rd	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	VROOMAN, KYLE	LUKE VROOMAN	2809 HICKORY RIDGE RD	MADISON, WI 53719	$231.97
060802203054	2815	Hickory Ridge Rd	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	SHUBAK, CHRISTOPHER M	BETTY J SHUBAK	2815 HICKORY RIDGE RD	MADISON, WI 53719	$231.97
060802203046	2821	Hickory Ridge Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CAROLFI, NICOLE	& LOU ELSON	2821 HICKORY RIDGE RD	MADISON, WI 53719	$231.97
070929208019	435	Hilton Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MUELLER, EDWARD J	& MARY V LALIME	435 HILTON DR	MADISON, WI 53711-1150	$231.97
070929208019	435	Hilton Dr	Chinkapin Oak (Quercus muehlenbergii)	MUELLER, EDWARD J	& MARY V LALIME	435 HILTON DR	MADISON, WI 53711-1150	$231.97
070820106073	10410	Hollow Aspen Ln	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	MACIAS LOUIS V	MACIAS JAMIE M	10410 HOLLOW ASPEN LANE	VERONA, WI 53593	$231.97
070820106073	10410	Hollow Aspen Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	MACIAS LOUIS V	MACIAS JAMIE M	10410 HOLLOW ASPEN LANE	VERONA, WI 53593	$231.97
070820106081	10414	Hollow Aspen Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	LANDON TR, THOMAS ROBERT		10414 HOLLOW ASPEN LN	VERONA, WI 53593	$231.97
070820106099	10418	Hollow Aspen Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	MCELVANNA & MARSMAN		10418 HOLLOW ASPEN LN	VERONA, WI 53593	$231.97
060802302054	3046	Interlaken Pass	Hackberry (Celtis occidentalis)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802302054	3046	Interlaken Pass	Swamp White Oak (Quercus bicolor)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802302054	3046	Interlaken Pass	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802302054	3046	Interlaken Pass	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081031223118	1921	Kropf Ave	Elm 'New Harmony' (Ulmus americana 'New Harmony')	BRYLSKI, STEFAN J		1921 KROPF AVE	MADISON, WI 53704-4005	$231.97
070828313232	801	Lady Bug Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SAMUELSON, ERIC		801 LADY BUG LN	VERONA, WI 53593	$231.97
070828313232	801	Lady Bug Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	SAMUELSON, ERIC		801 LADY BUG LN	VERONA, WI 53593	$231.97

070828313232	801	Lady Bug Ln	Swamp White Oak (Quercus bicolor)	SAMUELSON, ERIC		801 LADY BUG LN	VERONA, WI 53593	$231.97
070828322019	802	Lady Bug Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	O'CONNOR, NICOLE	ALEX JAMES O'CONNOR	802 LADY BUG LN	VERONA, WI 53593	$231.97
070828322019	802	Lady Bug Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'CONNOR, NICOLE	ALEX JAMES O'CONNOR	802 LADY BUG LN	VERONA, WI 53593	$231.97
070828322019	802	Lady Bug Ln	Elm 'New Horizon' (Ulmus 'New Horizon')	O'CONNOR, NICOLE	ALEX JAMES O'CONNOR	802 LADY BUG LN	VERONA, WI 53593	$231.97
070828313224	807	Lady Bug Ln	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	PINO, GABRIELLE ARANDA	& KYLE BERNSTEIN	807 LADY BUG LN	VERONA, WI 53593	$231.97
070828322035	810	Lady Bug Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	HINTZ, JACKSON C	& NATALIE A HINTZ	810 LADY BUG LN	VERONA, WI 53593	$231.97
070828313216	813	Lady Bug Ln	Chinkapin Oak (Quercus muehlenbergii)	SHAHI, SOM RAJ	& RUPA SHAH	813 LADY BUG LN	VERONA, WI 53593	$231.97
070828322043	814	Lady Bug Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')			814 LADY BUG LN	VERONA, WI 53593	$231.97
070828322051	818	Lady Bug Ln	Chinkapin Oak (Quercus muehlenbergii)			818 LADY BUG LN	VERONA, WI 53593	$231.97
070828313208	819	Lady Bug Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRANZ, LAURA		819 LADY BUG LN	VERONA, WI 53593	$231.97
070828313191	825	Lady Bug Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	KECK, NOAH		825 LADY BUG LN	VERONA, WI 53593	$231.97
070828322085	830	Lady Bug Ln	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
070828313183	831	Lady Bug Ln	Hackberry (Celtis occidentalis)	HUNTER, BRAD		831 LADY BUG LN	VERONA, WI 53593	$231.97
070828322093	834	Lady Bug Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
070828313175	837	Lady Bug Ln	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	ARIFUZZAMAN, MD	& KHADIJATUL KOBRA	837 LADY BUG LN	VERONA, WI 53593	$231.97
070828313175	837	Lady Bug Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	ARIFUZZAMAN, MD	& KHADIJATUL KOBRA	837 LADY BUG LN	VERONA, WI 53593	$231.97
070828313175	837	Lady Bug Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	ARIFUZZAMAN, MD	& KHADIJATUL KOBRA	837 LADY BUG LN	VERONA, WI 53593	$231.97

070828313175	837	Lady Bug Ln	Chinkapin Oak (Quercus muehlenbergii)	ARIFUZZAMAN, MD	& KHADIJATUL KOBRA	837 LADY BUG LN	VERONA, WI 53593	$231.97
070828322100	838	Lady Bug Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
070828322118	842	Lady Bug Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	LOEFFELHOLZ, MARK		6909 RAYWOOD RD	MONONA, WI 53713	$231.97
070828322118	842	Lady Bug Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	LOEFFELHOLZ, MARK		6909 RAYWOOD RD	MONONA, WI 53713	$231.97
070821305020	215	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Elm 'New Horizon' (Ulmus 'New Horizon')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Elm 'New Horizon' (Ulmus 'New Horizon')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97

070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Swamp White Oak (Quercus bicolor)	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Elm 'New Horizon' (Ulmus 'New Horizon')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Elm 'New Horizon' (Ulmus 'New Horizon')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821305020	215	Lakota Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR CLA	660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97

070821313015	220	Lakota Way	Honeylocust 'Street Keeper' (Gleditsia triacanthos 'Draves')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Linden 'Sweet Street' (Tilia americana 'Kromm')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Hackberry (Celtis occidentalis)	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Swamp White Oak (Quercus bicolor)	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Swamp White Oak (Quercus bicolor)	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070821313015	220	Lakota Way	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	PARAGON PLACE AT BEAR CLA		660 W. RIDGEVIEW DRIVE	APPLETON, WI 54911	$231.97
070820111022	417	Lush Woods Trl	Katsura Tree (Cercidiphyllum japonicum)	CHAYA, MAHESWARA	& ANNAMMA CHAYA	417 LUSH WOODS TRL	VERONA, WI 53593	$231.97
070820110173	418	Lush Woods Trl	Ironwood (Ostrya virginiana)	UPPALA YATHISH B	UPPALA KEERTHI P	418 LUSH WOODS TRL	VERONA, WI 53593	$231.97
060812337017	4002	Manchester Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4002	Manchester Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4002	Manchester Rd	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4002	Manchester Rd	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4002	Manchester Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4020	Manchester Rd	Chinkapin Oak (Quercus muehlenbergii)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97

060812337017	4024	Manchester Rd	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4028	Manchester Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4032	Manchester Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4038	Manchester Rd	Yellow-Poplar (Liriodendron tulipifera)	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4044	Manchester Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4062	Manchester Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4068	Manchester Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4071	Manchester Rd	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4071	Manchester Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4071	Manchester Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4071	Manchester Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4072	Manchester Rd	Chinkapin Oak (Quercus muehlenbergii)	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4073	Manchester Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4075	Manchester Rd	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	4077	Manchester Rd	Chinkapin Oak (Quercus muehlenbergii)	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4078	Manchester Rd	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	4080	Manchester Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC	789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97

060812337025	3730	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060812337025	3730	Maple Grove Dr	Hackberry (Celtis occidentalis)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060812337025	3730	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060812320062	3824	Maple Grove Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Yellow-Poplar (Liriodendron tulipifera)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97

060812320062	3824	Maple Grove Dr	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3824	Maple Grove Dr	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3836	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3836	Maple Grove Dr	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3836	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3836	Maple Grove Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320062	3836	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812320054	3864	Maple Grove Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
060812320054	3864	Maple Grove Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
060812320054	3864	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
060812320054	3864	Maple Grove Dr	Hackberry (Celtis occidentalis)	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
060812320054	3864	Maple Grove Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
060812320054	3864	Maple Grove Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	COPPER CREEK APTS LLC	ATTN FORWARD MNGMT	826 NORTH STAR DR	MADISON, WI 53718	$231.97
070820112187	415	N Sugar Maple Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	TANCILL, NICHOLAS JAMES	& ALLY JANE GUSTKE	415 N SUGAR MAPLE LN	VERONA, WI 53593	$231.97

070820111171	418	N Sugar Maple Ln	Katsura Tree (Cercidiphyllum japonicum)	NAGA, ROHAN C K B V	& LAXMI D MADISETTY	418 N SUGAR MAPLE LN	MADISON, WI 53593	$231.97
070820112179	419	N Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	DAS SUJOY & MADHUMITA		419 N. SUGAR MAPLE LANE	VERONA, WI 53593	$231.97
070820112161	423	N Sugar Maple Ln	Katsura Tree (Cercidiphyllum japonicum)	PUNDKAR GAJANAN	KOTATE NAMRATA	423 N. SUGAR MAPLE LANE	VERONA, WI 53593	$231.97
070820111155	426	N Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	MARTIN, PRAGNA	& BENJAMIN LEVI MARTIN	426 N SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070820112153	427	N Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	KUMAR, RITESH		427 N SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070820111147	430	N Sugar Maple Ln	Ironwood (Ostrya virginiana)	ESSER, PETERSON JOHN	& KARA RAE STENSETH	430 N SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070820112145	431	N Sugar Maple Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	COBURN, RACHEL	& EVEN HEINTZ	431 N SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070820111139	434	N Sugar Maple Ln	Chinkapin Oak (Quercus muehlenbergii)					
080925110150	1422	Nevada Rd	Chinkapin Oak (Quercus muehlenbergii)	WILLIAMS, LOGAN	ALLISON WILLIAMS	1422 NEVADA RD	MADISON, WI 53704	$231.97
070829419170	807	Old Timber Pass	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	LUND, AMANDA ELIZABETH	KELLEN JAMES LUND	807 OLD TIMBER PASS	VERONA, WI 53593	$231.97
070829419188	811	Old Timber Pass	Yellow-Poplar (Liriodendron tulipifera)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070829419188	811	Old Timber Pass	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070829418354	840	Old Timber Pass	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	SADIQUE, JASIM	& KARLA ESBONA	840 OLD TIMBER PASS	VERONA, WI 53593	$231.97
070829422107	909	Old Timber Pass	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	WALDSCHMIDT, BRENNA		909 OLD TIMBER PASS	VERONA, WI 53593	$231.97
070829418396	916	Old Timber Pass	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	JOHNSON, MICHELLE L	JAY A JOHNSON	916 OLD TIMBER PASS	VERONA, WI 53593	$231.97
071027401050	4035	Owl Creek Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ISTHMUS ENGINEERING &	MANUFACTURING COOPERATIVE	4035 OWL CREEK DR	MADISON, WI 53718	$231.97
071027401050	4035	Owl Creek Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ISTHMUS ENGINEERING &	MANUFACTURING COOPERATIVE	4035 OWL CREEK DR	MADISON, WI 53718	$231.97

071002410159	301	Peterson St	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	BENSON, MEGHAN L	& TYLER S KINDERMANN	301 PETERSON ST	MADISON, WI 53718	$231.97
071002410159	301	Peterson St	Yellow-Poplar (Liriodendron tulipifera)	BENSON, MEGHAN L	& TYLER S KINDERMANN	301 PETERSON ST	MADISON, WI 53718	$231.97
071002410159	301	Peterson St	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	BENSON, MEGHAN L	& TYLER S KINDERMANN	301 PETERSON ST	MADISON, WI 53718	$231.97
071002410141	303	Peterson St	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	DE BROUX, SCOTT THOMAS	& ANN MARGARET DE	303 PETERSON ST	MADISON, WI 53718	$231.97
071002410133	305	Peterson St	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	ACKER, ERIC & SARAH		305 PETERSON ST	MADISON, WI 53718	$231.97
071002410125	307	Peterson St	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	LOWRY, SHAWN	& MAUREEN RADTKE	307 PETERSON ST	MADISON, WI 53718	$231.97
071002410125	307	Peterson St	Yellow-Poplar (Liriodendron tulipifera)	LOWRY, SHAWN	& MAUREEN RADTKE	307 PETERSON ST	MADISON, WI 53718	$231.97
070828316484	901	Quaking Aspen Rd	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	WRIGHT JR, STEVEN		901 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316484	901	Quaking Aspen Rd	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	WRIGHT JR, STEVEN		901 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316484	901	Quaking Aspen Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	WRIGHT JR, STEVEN		901 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316476	905	Quaking Aspen Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	TAYLOR, MEGAN M		905 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316476	905	Quaking Aspen Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	TAYLOR, MEGAN M		905 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316468	909	Quaking Aspen Rd	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	NACLERIO III, GEORGE	& MARCELLA NACLERIO	909 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316468	909	Quaking Aspen Rd	Linden 'American Sentry' (Tilia americana 'McSentry')	NACLERIO III, GEORGE	& MARCELLA NACLERIO	909 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316450	913	Quaking Aspen Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	YE, SHA & FEI &	SUMITERU & TAKEHIKO MORI	913 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316442	917	Quaking Aspen Rd	Katsura Tree (Cercidiphyllum japonicum)	POULL, PETER	& HANNAH STAMPA	917 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316434	921	Quaking Aspen Rd	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	D'ORAZIO, ALISSA		921 QUAKING ASPEN RD	VERONA, WI 53593	$231.97

070828316434	921	Quaking Aspen Rd	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	D'ORAZIO, ALISSA		921 QUAKING ASPEN RD	VERONA, WI 53593	$231.97
070828316426	925	Quaking Aspen Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	MATHE MAYUR	MISHRA PRATIKSHA	925 QUAKING ASPEN ROAD	VERONA, WI 53593	$231.97
070828316426	925	Quaking Aspen Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	MATHE MAYUR	MISHRA PRATIKSHA	925 QUAKING ASPEN ROAD	VERONA, WI 53593	$231.97
060802204010	7583	Raymond Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Chinkapin Oak (Quercus muehlenbergii)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Hackberry (Celtis occidentalis)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Swamp White Oak (Quercus bicolor)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Chinkapin Oak (Quercus muehlenbergii)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Swamp White Oak (Quercus bicolor)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802204010	7583	Raymond Rd	Chinkapin Oak (Quercus muehlenbergii)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97

060802204010	7583	Raymond Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
060802203088	7803	Raymond Rd	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203088	7803	Raymond Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203088	7807	Raymond Rd	Hackberry (Celtis occidentalis)	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
060802203088	7813	Raymond Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ESKER APARTMENTS		1910 HAWKS RIDGE DR # 322	VERONA, WI 53593	$231.97
070828436076	560	Redan Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	HEWITT, DONALD JOHN	& KERMIT KARL HECKERT	560 REDA DR	VERONA, WI 53593	$231.97
070828436076	560	Redan Dr	Yellow-Poplar (Liriodendron tulipifera)	HEWITT, DONALD JOHN	& KERMIT KARL HECKERT	560 REDA DR	VERONA, WI 53593	$231.97
070828436084	562	Redan Dr	Chinkapin Oak (Quercus muehlenbergii)	Withheld pursuant to sec.	Withheld pursuant to sec.	562 REDAN DRIVE	VERONA, WI 53593	$231.97
060812337017	6717	Rockstream Dr	Chinkapin Oak (Quercus muehlenbergii)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6721	Rockstream Dr	Elm 'New Horizon' (Ulmus 'New Horizon')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6725	Rockstream Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6729	Rockstream Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6735	Rockstream Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6737	Rockstream Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6741	Rockstream Dr	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6741	Rockstream Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6747	Rockstream Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97

060812337017	6749	Rockstream Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812337017	6753	Rockstream Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6831	Rockstream Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6833	Rockstream Dr	Hackberry (Celtis occidentalis)	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6837	Rockstream Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812311110	6837	Rockstream Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FRED-MAPLE GROVE HC LLC		789 N WATER ST # 200	MILWAUKEE, WI 53202	$231.97
060812319130	6915	Rockstream Dr	Yellow-Poplar (Liriodendron tulipifera)	SHERRARD, DAVID A	LISA M SHERRARD	1 WILLOWBROOK CT	MADISON, WI 53719	$231.97
060812319130	6915	Rockstream Dr	Hackberry (Celtis occidentalis)	SHERRARD, DAVID A	LISA M SHERRARD	1 WILLOWBROOK CT	MADISON, WI 53719	$231.97
060812319130	6915	Rockstream Dr	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	SHERRARD, DAVID A	LISA M SHERRARD	1 WILLOWBROOK CT	MADISON, WI 53719	$231.97
060812319148	6919	Rockstream Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	GASPER, MYLES	& MARLEE GASPER	6919 ROCKSTREAM DR	MADISON, WI 53719	$231.97
081016202179	6551	Ronald Reagan Ave	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Elm 'New Horizon' (Ulmus 'New Horizon')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Elm 'New Horizon' (Ulmus 'New Horizon')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97

081016202179	6551	Ronald Reagan Ave	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Elm 'New Horizon' (Ulmus 'New Horizon')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Elm 'New Horizon' (Ulmus 'New Horizon')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
081016202179	6551	Ronald Reagan Ave	Elm 'New Horizon' (Ulmus 'New Horizon')	O'NEILL PROPERTIES LLC		3502 DENNETT DR # 402	MADISON, WI 53714	$231.97
070816313179	9705	Shadow Ridge Trl	Chinkapin Oak (Quercus muehlenbergii)	POTRZEBOWSKI, MATTHEW J	KELLY M POTRZEBOWSKI	9705 SHADOW RIDGE TRL	MIDDLETON, WI 53562-5607	$231.97
070813328220	14	Shea Ct	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	BROIHAHN, FREDERICK &		14 SHEA CT	MADISON, WI 53717-1191	$231.97
070821214122	9916	Shining Willow St	Swamp White Oak (Quercus bicolor)	HARVEY, MICHAEL C	AMANDA T HARVEY	9916 SHINING WILLOW ST	MIDDLETON, WI 53562	$231.97
070821214114	9920	Shining Willow St	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	SATHER, WILLIAM A	& SUSAN L SATHER	9920 SHINING WILLOW ST	MIDDLETON, WI 53562	$231.97
070828204019	9901	Silicon Prairie Pkwy	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Katsura Tree (Cercidiphyllum japonicum)	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97

070828204019	9901	Silicon Prairie Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
070828204019	9901	Silicon Prairie Pkwy	Ironwood (Ostrya virginiana)	EXTREME ENGINEERING	SOLUTIONS INC	9901 SILICON PRAIRIE PKY	VERONA, WI 53593	$231.97
071002445015	6104	Stoney Oak Ln	Chinkapin Oak (Quercus muehlenbergii)	ERAAS, SHANE		6104 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445023	6108	Stoney Oak Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MCQUADE, EMILY	SHANE MCQUADE	6108 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445031	6112	Stoney Oak Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	DE BROUX, GRACIE ANN		6112 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445049	6116	Stoney Oak Ln	Yellow-Poplar (Liriodendron tulipifera)	HATLEBERG, JILL		6116 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445057	6120	Stoney Oak Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	PAUL, JENNIFER	& MICHAEL PAUL	6120 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445065	6124	Stoney Oak Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	HATHEWAY, MICHELLE LEROY	& ALEXANDER HATHEWAY	6124 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445073	6128	Stoney Oak Ln	Yellow-Poplar (Liriodendron tulipifera)	PALMER, MONICA	& MICAH PALMER	6128 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445081	6132	Stoney Oak Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FABIAN, KENNETH W	TAMRA J FABIAN	6132 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445106	6140	Stoney Oak Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	BROOKS, BRYAN		6140 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445114	6144	Stoney Oak Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	COTA, CHRISTOPHER	& TAYLOR A COTA	6144 STONEY OAK LN	MADISON, WI 53718	$231.97
071002410167	6145	Stoney Oak Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FINDLAY, BRIAN		6145 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445122	6148	Stoney Oak Ln	Yellow-Poplar (Liriodendron tulipifera)	CINK, CATHERINE S	FRANK DAVIS	6148 STONEY OAK LN	MADISON, WI 53718	$231.97

071002445130	6152	Stoney Oak Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	AKTER, SONIA	NOYON MIAH	6152 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445156	6160	Stoney Oak Ln	Yellow-Poplar (Liriodendron tulipifera)	FLECKNER, SAMANTHA SUE	& ANDREW SCHLEY	6160 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445156	6160	Stoney Oak Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	FLECKNER, SAMANTHA SUE	& ANDREW SCHLEY	6160 STONEY OAK LN	MADISON, WI 53718	$231.97
071002445156	6160	Stoney Oak Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	FLECKNER, SAMANTHA SUE	& ANDREW SCHLEY	6160 STONEY OAK LN	MADISON, WI 53718	$231.97
070829104250	252	Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Elm 'New Horizon' (Ulmus 'New Horizon')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Hackberry (Celtis occidentalis)	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Swamp White Oak (Quercus bicolor)	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Swamp White Oak (Quercus bicolor)	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	English Oak 'Regal Prince' (Quercus robur x bicolor 'Long')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	English Oak 'Regal Prince' (Quercus robur x bicolor 'Long')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070829104250	252	Sugar Maple Ln	Ginkgo 'Princeton Sentry' (Ginkgo biloba 'Princeton Sentry')	CITY OF MADISON PARKS	SUGAR MAPLE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97

070829112112	505	Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070828304249	749	Sugar Maple Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703	$231.97
070828304249	749	Sugar Maple Ln	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703	$231.97
070828304249	749	Sugar Maple Ln	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703	$231.97
070828304231	803	Sugar Maple Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ANDERSON, TRACEY & SCOTT		803 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304223	807	Sugar Maple Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	YUAN BO	CAI ZHEN	807 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304215	811	Sugar Maple Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ZARUBA, ZACH THOMAS	& CASSIDY NICOLE ZARUBA	811 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304207	815	Sugar Maple Ln	Elm 'New Horizon' (Ulmus 'New Horizon')	EICHORST, JARED M	& MADISON B SOLDER	815 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304190	819	Sugar Maple Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SHAO, SHUAI	& NGAN NGO	819 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304182	823	Sugar Maple Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	UNNITHAN, RACHNA	SEAN PATRICK RINELLA	823 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828313258	824	Sugar Maple Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	HORVATH, MAXWELL RYAN	& MARLENA GRACE SMITH	824 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304174	827	Sugar Maple Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	LONNBORG, MIKE		827 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828313266	828	Sugar Maple Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	CROCHET, BENNET		828 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304166	831	Sugar Maple Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	SAKHALKAR, ARATI	& YASH AJIT MEHTA	831 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828313274	832	Sugar Maple Ln	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	GARCIA, KRISTINA	& STEPHEN CZERWINSKI	832 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304158	833	Sugar Maple Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	RIZNER, MICHAEL T	& ANGELA M RIZNER	833 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828304158	833	Sugar Maple Ln	Yellow-Poplar (Liriodendron tulipifera)	RIZNER, MICHAEL T	& ANGELA M RIZNER	833 SUGAR MAPLE LN	VERONA, WI 53593	$231.97

070828304158	833	Sugar Maple Ln	Chinkapin Oak (Quercus muehlenbergii)	RIZNER, MICHAEL T	& ANGELA M RIZNER	833 SUGAR MAPLE LN	VERONA, WI 53593	$231.97
070828318092	9602	Summer Willow Ln	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	AL DOORI, ANAS M	& NOSHA DIB	9602 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318092	9602	Summer Willow Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	AL DOORI, ANAS M	& NOSHA DIB	9602 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318092	9602	Summer Willow Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	AL DOORI, ANAS M	& NOSHA DIB	9602 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319074	9603	Summer Willow Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	ARMENTROUT, JORDAN	& MAUREEN ARMENTROUT	9603 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319074	9603	Summer Willow Ln	Chinkapin Oak (Quercus muehlenbergii)	ARMENTROUT, JORDAN	& MAUREEN ARMENTROUT	9603 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319074	9603	Summer Willow Ln	Linden 'American Sentry' (Tilia americana 'McSentry')	ARMENTROUT, JORDAN	& MAUREEN ARMENTROUT	9603 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318109	9606	Summer Willow Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	FOX, MATTHEW & SARAH		9606 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319066	9607	Summer Willow Ln	Hackberry (Celtis occidentalis)	ANNEKALLA, PEDDA RAMI	& SUNITHA KARNATI	9607 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318117	9610	Summer Willow Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	HETELLE, JOEL	& ALYSHA HETELLE	9610 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319058	9611	Summer Willow Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	KRAEMER, JAMES	& DIANE KRAEMER	9611 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318125	9614	Summer Willow Ln	Hackberry (Celtis occidentalis)	BARR, GREGORY	& ALICE CLAUSS	9614 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319032	9615	Summer Willow Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	LIU, QIMING	& HAIYING CHEN	9619 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319040	9615	Summer Willow Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	TRUSTEES, OR THEIR SUCCES		9615 SUMMER WILLOW LANE	VERONA, WI 53593	$231.97
070828318133	9618	Summer Willow Ln	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	HAAS TRUST, KATHLEEN M		9618 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319032	9619	Summer Willow Ln	Yellow-Poplar (Liriodendron tulipifera)	LIU, QIMING	& HAIYING CHEN	9619 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318141	9622	Summer Willow Ln	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	ATHERTON, MICHAEL & LISA		9622 SUMMER WILLOW LN	VERONA, WI 53593	$231.97

070828319024	9623	Summer Willow Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	FOLEY III, MATTHEW O		9623 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828319024	9623	Summer Willow Ln	Hackberry (Celtis occidentalis)	FOLEY III, MATTHEW O		9623 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318167	9630	Summer Willow Ln	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	MESHRAM, NIRVEDH	ONIKA HARTWELL	9630 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318167	9630	Summer Willow Ln	Elm 'New Horizon' (Ulmus 'New Horizon')	MESHRAM, NIRVEDH	ONIKA HARTWELL	9630 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828318167	9630	Summer Willow Ln	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	MESHRAM, NIRVEDH	ONIKA HARTWELL	9630 SUMMER WILLOW LN	VERONA, WI 53593	$231.97
070828314082	9725	Sunny Spring Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828314082	9725	Sunny Spring Dr	Miyabei Maple 'State Street' (Acer miyabei 'State Street')	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828314082	9725	Sunny Spring Dr	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828314082	9725	Sunny Spring Dr	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828314082	9725	Sunny Spring Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828314082	9725	Sunny Spring Dr	Swamp White Oak (Quercus bicolor)	CITY OF MADISON PARKS	THOUSAND OAKS PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828304132	9826	Sunny Spring Dr	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070828304132	9826	Sunny Spring Dr	American Sweetgum (Liquidambar styraciflua)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070828433080	9304	Tawny Acorn Dr	Elm 'New Horizon' (Ulmus 'New Horizon')	MICHAELS, JAMES EDWARD	& KRISTI ANN SCHLUETER	9304 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433080	9304	Tawny Acorn Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	MICHAELS, JAMES EDWARD	& KRISTI ANN SCHLUETER	9304 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433072	9308	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	LIMBU DICKSHYA AND ANDREW		9308 TAWNY ACORN DRIVE	VERONA, WI 53593	$231.97
070828433072	9308	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	LIMBU DICKSHYA AND ANDREW		9308 TAWNY ACORN DRIVE	VERONA, WI 53593	$231.97

070828436050	9311	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	REHANI, MICHAEL R		9311 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433064	9312	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	LINHART, KATIE	& JACOB GUNNAR	9312 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828436042	9315	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	KUBISEK, MICHAEL		9315 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433056	9316	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	JIAO, TIANZE		9316 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828436034	9319	Tawny Acorn Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	BLYTHE, EDWARD	OLIVIA BLYTHE	9319 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433030	9324	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	HUTSON, NICHOLAS	& MICHELLE RAYMOND	9324 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828436026	9325	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	STAUFFACHER, DAMON	& ROSALINDA CALDERON	9325 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433022	9328	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	EGGERT, JENNIFER	& TODD EGGERT	9328 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433022	9328	Tawny Acorn Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	EGGERT, JENNIFER	& TODD EGGERT	9328 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828436018	9329	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	LONGLAIS, JARED	& LEUTRIME JUSUFI	9329 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828436018	9329	Tawny Acorn Dr	Yellow-Poplar (Liriodendron tulipifera)	LONGLAIS, JARED	& LEUTRIME JUSUFI	9329 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433014	9332	Tawny Acorn Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	KUKER, KATHERINE	& BRADLEY BREDEHOEFT	9332 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433014	9332	Tawny Acorn Dr	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	KUKER, KATHERINE	& BRADLEY BREDEHOEFT	9332 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828433014	9332	Tawny Acorn Dr	Chinkapin Oak (Quercus muehlenbergii)	KUKER, KATHERINE	& BRADLEY BREDEHOEFT	9332 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828447081	9404	Tawny Acorn Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	POUDEL, GOVINDA	& NAMRATA PHUYAL	9404 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828447081	9404	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	POUDEL, GOVINDA	& NAMRATA PHUYAL	9404 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435086	9405	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	STEFFEN, MICHAEL		9405 TAWNY ACORN DR	VERONA, WI 53593	$231.97

070828435086	9405	Tawny Acorn Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	STEFFEN, MICHAEL		9405 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435086	9405	Tawny Acorn Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	STEFFEN, MICHAEL		9405 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828447065	9412	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	LU, LINQI		9412 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435078	9413	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	BAUSCHKA, CHRISTOPHER	& LINDA YANG	9413 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828447057	9416	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	FOSTER, KATHERINE		9416 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435060	9417	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	KAPOOR, SHIVANI & ARUN		9417 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828447049	9420	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	LOEFFELHOLZ, MARK		6909 RAYWOOD RD	MADISON, WI 53713	$231.97
070828447023	9424	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	GUPTA, SAMEER & SWATI		9311 COBALT ST	MIDDLETON, WI 53562	$231.97
070828447023	9428	Tawny Acorn Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	GUPTA, SAMEER & SWATI		9311 COBALT ST	MIDDLETON, WI 53562	$231.97
070828447015	9432	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	EAST SOUTH POINT LLC		6801 SOUTH TOWNE DR	MADISON, WI 53713	$231.97
070828447015	9432	Tawny Acorn Dr	Linden 'American Sentry' (Tilia americana 'McSentry')	EAST SOUTH POINT LLC		6801 SOUTH TOWNE DR	MADISON, WI 53713	$231.97
070828447015	9432	Tawny Acorn Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	EAST SOUTH POINT LLC		6801 SOUTH TOWNE DR	MADISON, WI 53713	$231.97
070828435044	9433	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	LOEFFELHOLZ, MARK		6909 RAYWOOD RD	MONONA, WI 53713	$231.97
070828435044	9433	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	LOEFFELHOLZ, MARK		6909 RAYWOOD RD	MONONA, WI 53713	$231.97
070828435036	9501	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	MAAS, STEVEN	& ANDREA MAAS	9501 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422132	9502	Tawny Acorn Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	JEZUIT JOHN M.	JADHAV JYOTIKA V.	9502 TAWNY ACORN DRIVE	VERONA, WI 53593	$231.97
070828422132	9502	Tawny Acorn Dr	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	JEZUIT JOHN M.	JADHAV JYOTIKA V.	9502 TAWNY ACORN DRIVE	VERONA, WI 53593	$231.97

070828422132	9502	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	JEZUIT JOHN M.	JADHAV JYOTIKA V.	9502 TAWNY ACORN DRIVE	VERONA, WI 53593	$231.97
070828435028	9505	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	FRARACCI, JENNA	& NICHOLAS FRARACCI	9505 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422140	9506	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	CZARNIAK, STEVEN J &	JACLYN SCHULTZ-CZARNIAK	9506 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435010	9509	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	WESSELL, RYAN	COURTNEY PAGENKOPF	9509 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435010	9509	Tawny Acorn Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	WESSELL, RYAN	COURTNEY PAGENKOPF	9509 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828435010	9509	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	WESSELL, RYAN	COURTNEY PAGENKOPF	9509 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422158	9510	Tawny Acorn Dr	Swamp White Oak (Quercus bicolor)	INSOLIA, SPENCER	& BETH SILVER	9510 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422166	9514	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	RADKE, MARK		9514 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422174	9518	Tawny Acorn Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	MEYER, JACOB L	& GINA E MEYER	9518 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422174	9518	Tawny Acorn Dr	Hackberry (Celtis occidentalis)	MEYER, JACOB L	& GINA E MEYER	9518 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828422182	9522	Tawny Acorn Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SCHIELDT, RACHAEL	& DAKOTAH BARNES	9522 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828318232	9621	Tawny Acorn Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	BURMEISTER, ASHLEY MARIE	CARL STANLEY BURMEISTER	9621 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070828318208	9635	Tawny Acorn Dr	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	SUCHY, BRIAN & MARIA		9635 TAWNY ACORN DR	VERONA, WI 53593	$231.97
070820110024	419	Tawny Elm Pkwy	Yellow-Poplar (Liriodendron tulipifera)	MAENG, GEUNHO	& EUNHEON KIM	419 TAWNY ELM PKWY	VERONA, WI 53593	$231.97
070820107104	428	Tawny Elm Pkwy	Chinkapin Oak (Quercus muehlenbergii)	GAUTAM, NAGSEN	PREETI MADHUR	428 TAWNY ELM PKWY	VERONA, WI 53593	$231.97
070820107104	428	Tawny Elm Pkwy	Elm 'New Horizon' (Ulmus 'New Horizon')	GAUTAM, NAGSEN	PREETI MADHUR	428 TAWNY ELM PKWY	VERONA, WI 53593	$231.97
070820110058	431	Tawny Elm Pkwy	Hackberry (Celtis occidentalis)	JINDAL RITI		3813 SILVERBELL RD	VERONA, WI 53593	$231.97

070820107097	432	Tawny Elm Pkwy	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	AHMAD, TAUSEEF	SASHA MALIK	432 TAWNY ELM PKWY	VERONA, WI 53593	$231.97
071026302093	5525	Tradesmen Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
071026302093	5525	Tradesmen Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	ACKY-LIKEWISE TRADESMAN 1	LLC	1600 UTICA AVE S 9TH FLR	ST LOUIS PARK, MN 55416	$231.97
070820108110	10401	Velvet Willow Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	MEDSKER, DAVID & DEBORAH		10401 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108110	10401	Velvet Willow Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	MEDSKER, DAVID & DEBORAH		10401 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108110	10401	Velvet Willow Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	MEDSKER, DAVID & DEBORAH		10401 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108102	10405	Velvet Willow Rd	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	GEHL CAREY M		10405 VELVET WILLOW ROAD	VERONA, WI 53593	$231.97
070820108095	10409	Velvet Willow Rd	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	NI, KONG BIN KAI	& OI WA TUNG	10409 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107120	10410	Velvet Willow Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	WANG BU	XI XIAONING	10410 VELVET WILLOW ROAD	VERONA, WI 53593	$231.97
070820108087	10413	Velvet Willow Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	MOLEDINA, SAAHIL	& ZAIB JIWANI	10413 VELVET WILLOW RD	VERONA, WI 53593	$231.97

070820107138	10414	Velvet Willow Rd	Chinkapin Oak (Quercus muehlenbergii)	BLUME, JENNIFER ANN	& BRYAN PATRICK BLUME	10414 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108079	10417	Velvet Willow Rd	Chinkapin Oak (Quercus muehlenbergii)	CHEN, SIKAI	& YUE LENG	10417 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107146	10418	Velvet Willow Rd	Elm 'New Horizon' (Ulmus 'New Horizon')	JENSEN, KACIE	& JAMES PATRICK JENSEN	10418 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107154	10422	Velvet Willow Rd	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	ADAMS, ANDREW	& KAITLYN ADAMS	10422 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108053	10425	Velvet Willow Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	PARK, KENGJEUN	& DONGEUN KWAK	10425 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107162	10426	Velvet Willow Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	TRAN, HENRY	NINI TRAN	10426 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107162	10426	Velvet Willow Rd	Yellow-Poplar (Liriodendron tulipifera)	TRAN, HENRY	NINI TRAN	10426 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107162	10426	Velvet Willow Rd	Hackberry (Celtis occidentalis)	TRAN, HENRY	NINI TRAN	10426 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820107162	10426	Velvet Willow Rd	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	TRAN, HENRY	NINI TRAN	10426 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108045	10429	Velvet Willow Rd	Ginkgo 'Golden Colonnade' (Ginkgo biloba 'JFS-UGA2')	CHEN, YUSHEN	& JIAYUAN YANG	10429 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108037	10433	Velvet Willow Rd	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CHATTERJEE, TANMOY	& JINIA ROY	10433 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820108029	10437	Velvet Willow Rd	Chinkapin Oak (Quercus muehlenbergii)	HER, KIA	& KEVIN LANGE	10437 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820105116	10438	Velvet Willow Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	SCHOLTENS, CHRISTOPHER	KELSEY SCHOLTENS	10438 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820105116	10438	Velvet Willow Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	SCHOLTENS, CHRISTOPHER	KELSEY SCHOLTENS	10438 VELVET WILLOW RD	VERONA, WI 53593	$231.97
070820105116	10438	Velvet Willow Rd	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SCHOLTENS, CHRISTOPHER	KELSEY SCHOLTENS	10438 VELVET WILLOW RD	VERONA, WI 53593	$231.97
081026370289	2179	Waterfall Way	Linden 'American Sentry' (Tilia americana 'McSentry')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
081026370263	2187	Waterfall Way	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97

081026370255	2191	Waterfall Way	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	AUTUMN LAKE SFR LLC		842 FOX RUN CT, 842 FOX R	OREGON, WI 53575	$231.97
070828422025	9401	Watts Rd	Swamp White Oak (Quercus bicolor)	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
070820109019	10321	White Fox Ln	London Planetree 'Exclamation' (Platanus acerfolia 'Morton Circle')	CITY OF MADISON PARKS	EAGLE TRACE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070820109019	10321	White Fox Ln	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON PARKS	EAGLE TRACE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070820109019	10321	White Fox Ln	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	CITY OF MADISON PARKS	EAGLE TRACE PARK	330 E LAKESIDE ST	MADISON, WI 53715	$231.97
070828317127	9742	Winter Basil Dr	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	GHORI MOHAMMED	RASHID NADA	9742 WINTER BASIL DR	VERONA, WI 53593	$231.97
070828317127	9742	Winter Basil Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	GHORI MOHAMMED	RASHID NADA	9742 WINTER BASIL DR	VERONA, WI 53593	$231.97
070828317127	9742	Winter Basil Dr	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	GHORI MOHAMMED	RASHID NADA	9742 WINTER BASIL DR	VERONA, WI 53593	$231.97
070828317127	9742	Winter Basil Dr	Yellow-Poplar (Liriodendron tulipifera)	GHORI MOHAMMED	RASHID NADA	9742 WINTER BASIL DR	VERONA, WI 53593	$231.97
070828204077	304	Yard Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	English Oak 'Regal Prince' (Quercus robur x bicolor 'Long')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Ironwood (Ostrya virginiana)	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	English Oak 'Regal Prince' (Quercus robur x bicolor 'Long')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Bald Cypress 'Shawnee Brave' (Taxodium distichum 'Mickelson')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97

070828204077	304	Yard Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Honeylocust 'Skyline' (Gleditsia triacanthos 'Skyline')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204077	304	Yard Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	SILICON PRAIRIE STORAGE	LLC	702 N BLACKHAWK AVE	MADISON, WI 53705	$231.97
070828204085	316	Yard Dr	English Oak 'Regal Prince' (Quercus robur x bicolor 'Long')	OUTSIDE LANE INVESTMENTS	LLC	6614 JACOBS WAY	MADISON, WI 53711	$231.97
070828204085	316	Yard Dr	Ironwood (Ostrya virginiana)	OUTSIDE LANE INVESTMENTS	LLC	6614 JACOBS WAY	MADISON, WI 53711	$231.97
070828204085	316	Yard Dr	Sugar Maple 'Fall Fiesta' (Acer saccharum 'Bailsta')	OUTSIDE LANE INVESTMENTS	LLC	6614 JACOBS WAY	MADISON, WI 53711	$231.97
070828204085	316	Yard Dr	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	OUTSIDE LANE INVESTMENTS	LLC	6614 JACOBS WAY	MADISON, WI 53711	$231.97
070828204085	316	Yard Dr	Hackberry (Celtis occidentalis)	OUTSIDE LANE INVESTMENTS	LLC	6614 JACOBS WAY	MADISON, WI 53711	$231.97
081027301051	1801	Zeier Rd	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97

081027301051	1801	Zeier Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Ginkgo 'Magyar' (Ginkgo biloba 'Magyar')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Kentucky Coffeetree 'Espresso' (Gymnocladus dioicus 'Espresso')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Linden 'Sweet Street' (Tilia americana 'Kromm')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97
081027301051	1801	Zeier Rd	Buckeye 'Early Glow' (Aesculus glabra 'JN Select')	CITY OF MADISON	STORMWATER UTILITY 533	210 MLK JR BLVD RM 115	MADISON, WI 53703-3342	$231.97

City of Madison

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

Master

File Number: 89905

File ID:	89905	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/09/2025
File Name:	Declaring the City of Madison's intention to exercise its police powers establishing the Lake Street Sanitary Sewer Replacement Assessment District – 2025.			**Final Action:**	

Title: Declaring the City of Madison's intention to exercise its police powers establishing the Lake Street Sanitary Sewer Replacement Assessment District - 2025. (District 2, District 8)

Notes: Eric Cefalu

Sponsors:	Will Ochowicz	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/09/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89905

Fiscal Note

No Funds Required.

Title

Declaring the City of Madison's intention to exercise its police powers establishing the Lake Street Sanitary Sewer Replacement Assessment District - 2025. (District 2, District 8)

Body

BE IT HEREBY RESOLVED:

That the Common Council of the City of Madison hereby establishes an assessment district known as the Lake Street Sanitary Sewer Replacement Assessment District - 2025, to serve a portion of Lake Street from State Street to the project limits approximately 250 feet to the south of State Street; all in accordance with Section 66.0701 (formerly Section 66.62) of the Wisconsin State Statutes and Section 4.09 of the Madison General Ordinances.

2. That the contemplated purpose of this assessment district is to remove and replace sanitary sewer main and laterals.

3. That the benefited properties shall have the opportunity to pay the special assessments which may be levied as a result of this assessment district in eight (8) annual installments, subject to the current interest rate in effect at the time of establishment of the special assessment.

4. That the City Engineer is hereby directed to prepare a report consisting of preliminary or final plans and specifications; an estimate of the entire cost of the proposed work or improvements within the assessment district; a schedule of proposed assessments, constituting an exercise of police power of the City of Madison; and a statement that the property against which the assessments are proposed is benefited.

5. That upon completion of this aforesaid report, the City Engineer shall proceed in accordance with Section 4.09 of the Madison General Ordinances.

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 89909

File ID:	89909	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/09/2025
File Name:	Approving Addendum No. 1 to 405 W Gorham Street, Contract No.			**Final Action:**	

Title: Approving Addendum No. 1 to 405 W Gorham Street, Contract No. 9553 (District 4)

Notes: Kate Kane

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9553 Addendum 1 Exhibit.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/09/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89909

Fiscal Note

No City Funds required. Private contract.

Title

Approving Addendum No. 1 to 405 W Gorham Street, Contract No. 9553 (District 4)

Body

WHEREAS, on May 9, 2025, the developer, MADISON WI PROPERTIES II KP7, LLC (f/n/a CORE MADISON BROOM, LLC), hereinafter the "Developer" had entered into a *Contract For the Construction of Public Improvements that will be Accepted by the City of Madison* hereinafter the "Contract" with the City of Madison, and;

WHEREAS, the Developer and the City have since mutually agreed to revise plan sheet

L008 Tree Preservation and Demolition Plan to add the removals of two trees and revise the Street Tree Plan to add new tree planting locations at the project site. All work shall be completed in conformance of the City of Madison Standard Specifications for Public Works Construction- Latest Edition.

WHEREAS, the Developer shall provide the required surety as necessary to construct public improvements to provide the necessary sanitary sewer capacity to serve the 405 W Gorham Street project.

NOW, THEREFORE, BE IT RESOLVE:

That the Mayor and City Clerk are hereby authorized and directed to execute Addendum No. 1 to 405 W Gorham Street, Contract No. 9553, with MADISON WI PROPERTIES II KP7, LLC (f/n/a CORE MADISON BROOM, LLC).

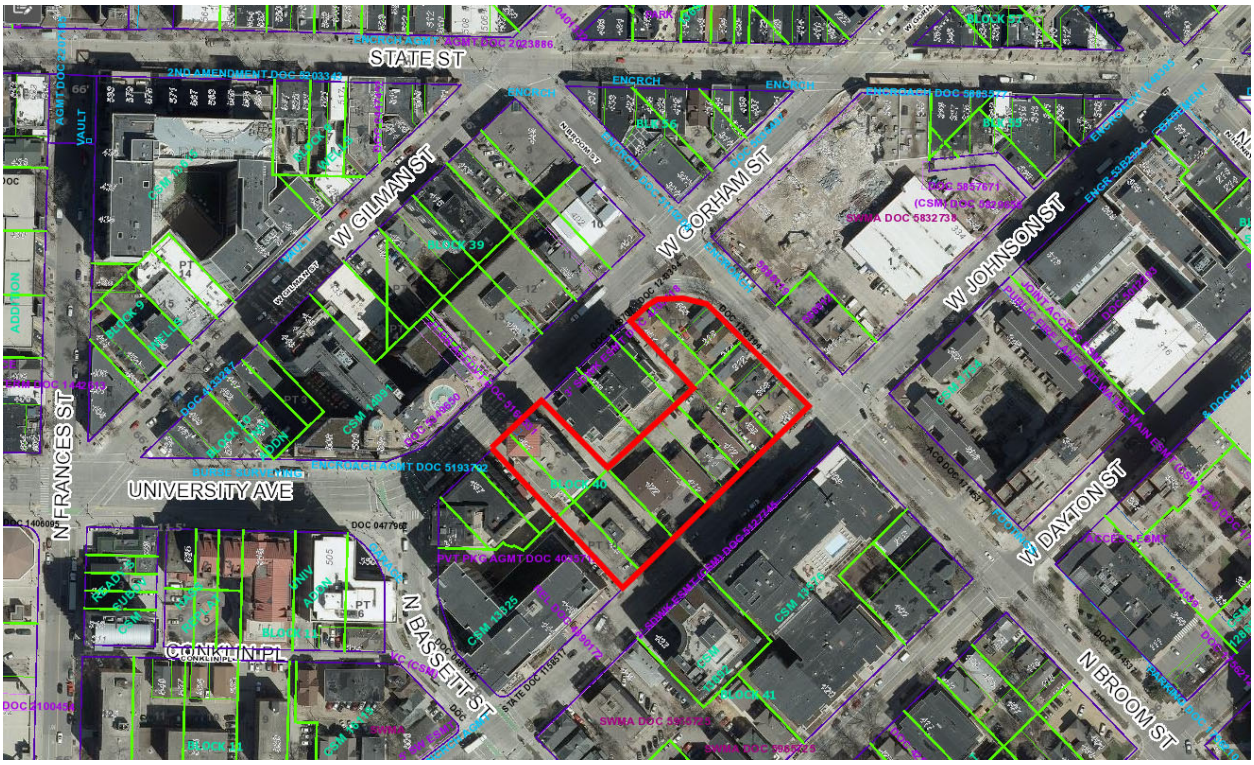
2. That the revised plans and specifications for the public improvements necessary to serve this project are hereby approved.

3. That the developer is authorized to construct the public improvements in accordance with the terms of the Contract For the Construction of Public Improvements That Will be Accepted by the City of Madison at the sole cost of the developer.

4. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.

5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.

403 W Gorham Street and 423 W Johnson Street
Contract 9553
MUNIS 15351
Developer: Core Madison Broom, LLC



Summary of Improvements:

- Construct public sidewalk, street terrace, and curb and gutter on N Broom Street, W Gorham Street, and W Johnson Street adjacent to the proposed redevelopment per plans approved by the City Engineer.

- Construction crosswalk improvements as required by City Traffic Engineer and per plans approved by the City Engineer at the N Broom Street and W Gorham Street intersection.

- Repair or replace existing public sidewalk, street terrace, curb and gutter, street terrace, and street pavement as necessary to accommodate the private redevelopment project.

- Close abandoned driveways with curb and gutter.

- Construct new private drive aprons on W Johnson Street.

- Developer is to provide wastewater flows for the proposed redevelopment for review by the City Sanitary Engineer. If capacity upgrades are required to existing public sanitary sewer facilities to provide the necessary sewer capacity the Developer shall complete said sanitary sewer upgrades.

- Developer to construct public storm sewer structures or extensions as needed to provide acceptable connections for the redevelopment's private storm sewer connections.

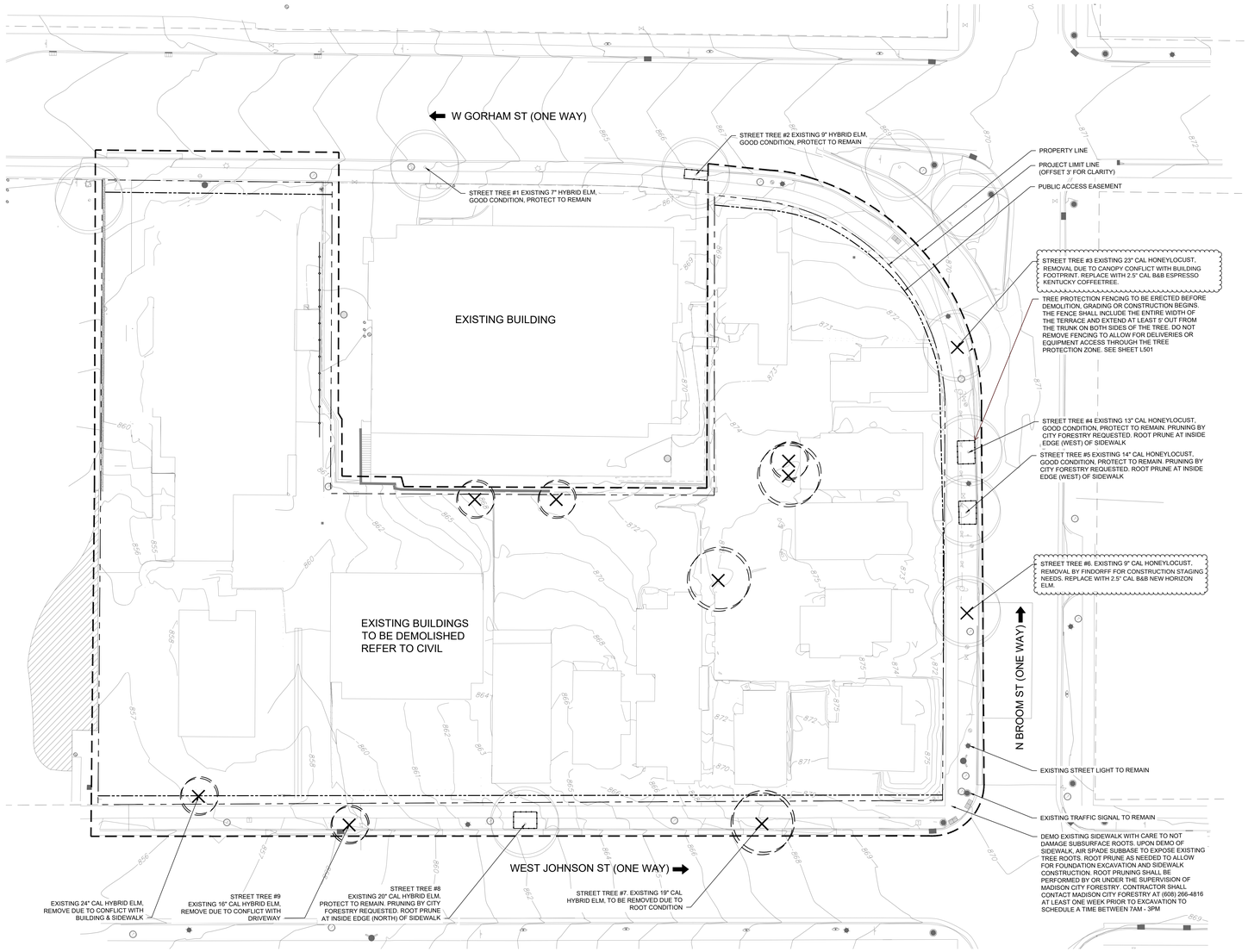
- Construct private sanitary, storm, and water service laterals to serve the redevelopment.

- Protect existing public street terrace trees adjacent to the project, except for those approved for removal by City Forestry as part of the site plan verification approval for the redevelopment project.

Addendum No. 1: Revise plan sheet L008 to add two tree removals and update Street Tree Plan sheet to add new tree planting locations at the project site.

LEGEND

- PROPERTY LINE
- PROJECT LIMIT LINE (OFFSET 3' FOR CLARITY)
- PUBLIC ACCESS EASEMENT
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING



1 TREE PRESERVATION AND DEMOLITION PLAN
1" = 20'-0"

0 10 20 30 40'

NOTES:

1. ALL PROPOSED STREET TREE REMOVALS WITHIN THE RIGHT OF WAY SHALL BE REVIEWED BY CITY FORESTRY BEFORE THE PLAN COMMISSION MEETING. STREET TREE REMOVALS REQUIRE APPROVAL AND A TREE REMOVAL PERMIT ISSUED BY CITY FORESTRY. ANY STREET TREE REMOVALS REQUESTED AFTER THE DEVELOPMENT PLAN IS APPROVED BY THE PLAN COMMISSION OR THE BOARD OF PUBLIC WORKS AND CITY FORESTRY WILL REQUIRE A MINIMUM OF A 72-HOUR REVIEW PERIOD WHICH SHALL INCLUDE THE NOTIFICATION OF THE ALDERPERSON WITHIN WHOSE DISTRICT IS AFFECTED BY THE STREET TREE REMOVAL(S) PRIOR TO A TREE REMOVAL PERMIT BEING ISSUED.
2. CITY FORESTRY WILL ISSUE A STREET TREE REMOVAL PERMIT FOR TWO TREES: 2" LOCUST FOR DROP-OFF SITE AND 7" LILAC FOR DRIVEWAY APPROACH. THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO OBTAIN PERMIT.
3. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE. CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREE(S). THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT (608) 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED.
4. AS DEFINED BY THE SECTION 107.13 OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF THE STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT MADISON CITY FORESTRY AT (608) 266-4816 PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM
5. SECTION 107.13(G) OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ADDRESSES SOIL COMPACTION NEAR STREET TREES AND SHALL BE FOLLOWED BY CONTRACTOR. THE STORAGE OF PARKED VEHICLES, CONSTRUCTION EQUIPMENT, BUILDING MATERIALS, REFUSE, EXCAVATED SPOILS OR DUMPING OF POISONOUS MATERIALS ON OR AROUND TREES AND ROOTS WITHIN (5) FEET OF THE TREE OR WITHIN THE PROTECTION ZONE IS PROHIBITED.
6. ON THIS PROJECT, STREET TREE PROTECTION ZONE FENCING IS REQUIRED. THE FENCING SHALL BE ERECTED BEFORE THE DEMOLITION, GRADING OR CONSTRUCTION BEGINS. THE FENCE SHALL INCLUDE THE ENTIRE WIDTH OF TERRACE AND, EXTEND AT LEAST 5 FEET ON BOTH SIDES OF THE OUTSIDE EDGE OF THE TREE TRUNK. DO NOT REMOVE THE FENCING TO ALLOW FOR DELIVERIES OR EQUIPMENT ACCESS THROUGH THE TREE PROTECTION ZONE.
7. STREET TREE PRUNING SHALL BE COORDINATED WITH CITY FORESTRY AT A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION FOR THIS PROJECT. CONTACT CITY FORESTRY AT (608) 266-4816. ALL PRUNING SHALL FOLLOW THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300-PART 1 STANDARDS FOR PRUNING.
8. AT LEAST ONE WEEK PRIOR TO STREET TREE PLANTING, CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO SCHEDULE INSPECTION AND APPROVAL OF NURSERY TREE STOCK AND REVIEW PLANTING SPECIFICATIONS WITH THE LANDSCAPER.

APPROVAL STAMPS:

GENERAL NOTES:

No.	Date	Description
19	09.08.25	Revision for 09.17 BPW Meeting
18	08.29.25	Issue for Bulletin 5
17	07.30.25	Issue for Bulletin 4
16	06.20.25	Issue for Bulletin 3
15	05.23.25	Issue for Bulletin 2
	03.15.25	100CD Set
	12.10.24	SPR-R4
	09.13.24	Permit Submittal
	07.10.24	Updated Pricing Set

SUBMISSIONS & REVISIONS

OWNER
CORE
CORE SPACES
1643 N MILWAUKEE AVE
CHICAGO, IL 60647
(773) 969-5740

ARCHITECT
ANTUNOVICH ASSOCIATES
224 WEST HURON STREET, SUITE 7E
CHICAGO, IL 60654
(312) 266-1126

CIVIL
vierbicher planners | engineers | advisors
VIERBICHER
999 FOURIER DR, SUITE 201
MADISON, WI 53717
(608) 826-0532

LANDSCAPE
site
SITE DESIGN
888 S MICHIGAN AVE, SUITE PH1
CHICAGO, IL 60605
(312) 427-7240

INTERIOR DESIGNER
AVENIR CREATIVE
1727 W. GRAND AVE.
CHICAGO, IL 60622
(312) 576-6121

STRUCTURAL ENGINEER
PIERCE ENGINEERS
222 W WASHINGTON AVE, SUITE 650
MADISON, WI 53703
(608) 256-7304

MECHANICAL DESIGN/BUILD ENGINEER
NAMI
NORTH AMERICAN MECHANICAL INC.
4401 STATE ROAD 19
WINDSOR, WI 53598
(608) 842-3960

ELECTRICAL DESIGN/BUILD ENGINEER
NEXT
NEXT ELECTRIC
4009 FELLAND RD., SUITE 106
MADISON, WI 53718
(608) 371-1160

PLUMBING DESIGN/BUILD ENGINEER
1901
1901 INC.
2801 SYENE RD
MADISON, WI 53713
(608) 273-9874

FIRE PROTECTION DESIGN/BUILD ENGINEER
AHERN
AHERN
3821 ANDERSON RD
DEFOREST, WI 53523
(608) 223-7943

DESIGN/BUILD GENERAL CONTRACTOR
Findorff BUILDING & BEYOND
JH FINDORFF & SON INC.
300 S BEDFORD ST
MADISON, WI 53703
(608) 257-5321

PROJECT

MADISON - JOHNSON & BROOM
405 W GORHAM ST
MADISON, WI 53703

DRAWING TITLE

TREE PRESERVATION AND DEMOLITION PLAN

SEAL

DRAWN BY:

CHECKED BY:

PROJECT NO:

DRAWING NO: L008

COPYRIGHT 2024

site
site design group, ltd.

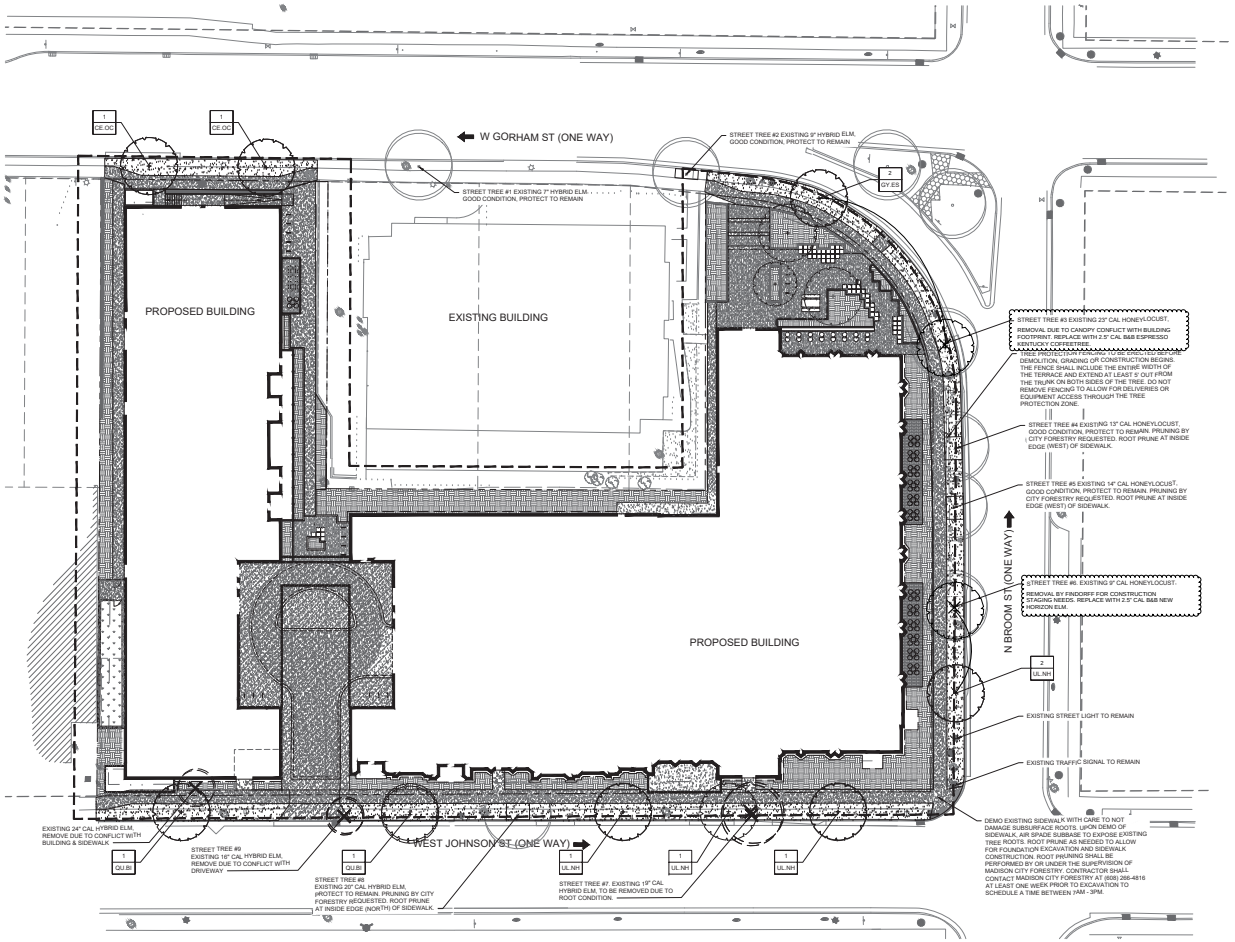
PLANT SCHEDULE - GROUND FLOOR						
CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	REMARKS
PARKWAY DECIDUOUS TREES						
CE.OC	2	*Celtis occidentalis*	Common Hackberry	B&B	2.5" cal	Matching heads
GY.ES	2	*Gymnocladus dioicus 'Espresso'*	Espresso Kentucky Coffeetree	B&B	2.5" cal	Matching heads
QU.BI	2	*Quercus bicolor*	Swamp White Oak	B&B	2.5" cal	Matching heads
UL.NH	5	*Ulmus 'New Horizon'*	New Horizon Hybrid Elm	B&B	2.5" cal	Matching heads

NOTES:
1. FINAL STREET TREE QUANITITES, LOCATIONS AND SPECIES TO BE APPROVED BY MADISON CITY FORESTRY.

REVISED 9/8/2025

LEGEND

- PROPERTY LINE
- PROJECT LIMIT LINE (OFFSET 10' FOR CLARITY)
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- PROPOSED TREE
- TREE PROTECTION FENCING



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7. DEMO EXISTING SIDEWALK WITH CARE TO NOT DAMAGE SUBSURFACE ROOTS. UPON DEMO OF SIDEWALK, AIR SPADE SUBBASE TO EXPOSE EXISTING TREE ROOTS. ROOT PRUNE AS NEEDED TO ALLOW FOR FOUNDATION EXCAVATION AND SIDEWALK CONSTRUCTION. ROOT PRUNING SHALL BE PERFORMED BY OR UNDER THE SUPERVISION OF MADISON CITY FORESTRY. CONTRACTOR SHALL CONTACT MADISON CITY FORESTRY AT (608) 266-4816 AT LEAST ONE WEEK PRIOR TO EXCAVATION TO SCHEDULE A TIME BETWEEN 7AM - 3PM.
8. TREE PROTECTION FENCING TO BE ERECTED BEFORE DEMOLITION, GRADING OR CONSTRUCTION BEGINS. THE FENCE SHALL INCLUDE THE ENTIRE WIDTH OF THE TERRACE AND EXTEND AT LEAST 5' OUT FROM THE TRUNK ON BOTH SIDES OF THE TREE. DO NOT REMOVE FENCING TO ALLOW FOR DELIVERIES OR EQUIPMENT ACCESS THROUGH THE TREE PROTECTION ZONE.
9. GRIND STUMPS TO MIN 18" DEPTH BELOW GRADE FOR ALL TREE/STUMP REMOVALS.

WISCONSIN
BRADLEY C. McCAULEY
LA-748-14
CHICAGO, IL
LANDSCAPE ARCHITECT

MADISON - JOHNSON & BROOM

ANTUNOVICH ASSOCIATES • ARCHITECT • CORE MADISON BROOM, LLC • DEVELOPER

SITE PLAN REVIEW SUBMITTAL (6.13.24)

REVISED 9/8/2025

STREET TREE PLAN

MADISON, WISCONSIN • JUNE 13, 2024

REVISED 9/8/2025

8-22-2025

405 W Gorham St: (1st tree on N Broom St from W Gorham St) 23" Honeylocust Tree #3 on Street Tree Report

Pruning cuts required for building clearance and construction clearance

STREET TREE NUMBER	Tree Species (Common Name)	Trunk Diameter (DBH)	Canopy Spread (Ft)	Trunk/Roots: General Structure/Health/ Condition	Removal (R) Requested by Applicant? (Yes or No) *Photos required*	Pruning by City Forestry requested (Yes or No). **Note: Any Pruning must follow ANSI A300 Standards.**	What are the impacts of proposed building? i.e., construction, staging, underground vaults, concrete pumps, scaffolding, new underground utilities, etc.	What are the earth retention impacts to the street trees?
1	Elm	7"	~20'	Good condition	☐Yes ☒No	☐Yes ☒No	None	None
2	Elm	9" cal	~20'	Good condition	☐Yes ☒No	☐Yes ☒No	None	None
3	Honeylocust	23" cal	~50'	Good condition	☐Yes ☒No	☒Yes ☐No	Building construction, staging, scaffolding	To be root pruned at inside edge (west of sidewalk)
4	Honeylocust	13" cal	~35'	Good condition	☐Yes ☒No	☒Yes ☐No	Building construction, staging, scaffolding	To be root pruned at inside edge (west of sidewalk)
5	Honeylocust	14" cal	~40'	Good condition	☐Yes ☒No	☒Yes ☐No	Building construction, staging, scaffolding	To be root pruned at inside edge (west of sidewalk)
6	Honeylocust	9" cal	~30'	Good condition	☐Yes ☒No	☒Yes ☐No	Building construction, staging, scaffolding	To be root pruned at inside edge (west of sidewalk)

City of Madison

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

Master

File Number: 89913

File ID:	89913	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/09/2025
File Name:	Approving plans and specifications for public improvements necessary for the project known as 3575 University Avenue and authorizing construction to be undertaken by the Developer, Private Contract No. 9676			**Final Action:**	

Title: Approving plans and specifications for public improvements necessary for the project known as 3575 University Avenue and authorizing construction to be undertaken by the Developer, Private Contract No. 9676 (District 5)

Notes: Kate Kane

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9676 Exhibit Updated.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/09/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89913

Fiscal Note

No City Funds required. Private contract.

Title

Approving plans and specifications for public improvements necessary for the project known as 3575 University Avenue and authorizing construction to be undertaken by the Developer, Private Contract No. 9676 (District 5)

Body

WHEREAS, the developer, University 3000 LLC, has received the City of Madison's conditional approval for a certified survey map, and zoning map amendment and conditional uses for redevelopment of property located at 3535-3553 University Avenue and 733-757 North Meadow Lane, and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances and the conditions of approval require the developer to install the public improvements necessary to serve the redevelopment.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized and directed to execute a Contract For the Construction of Public Improvements that will be accepted by the City of Madison For 3575 University Avenue, with University 3000 LLC, or designee with the approval of the City Engineer.

2. That the plans and specifications for the public improvements necessary to serve the development are hereby approved.

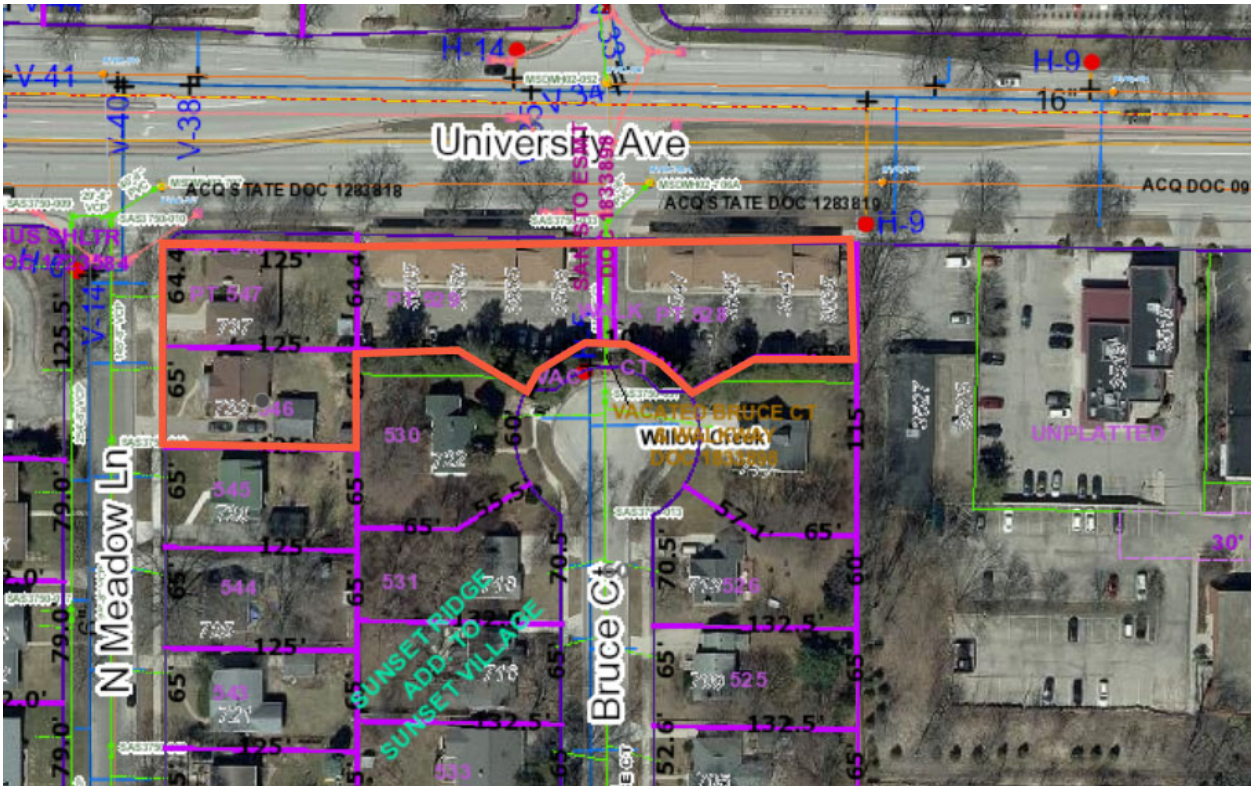
3. That the developer is authorized to construct the public improvements in accordance with the terms of the Contract For the Construction of Public Improvements That Will be Accepted by the City of Madison at the sole cost of the developer, except as follows: NONE

That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.

5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.

6. The developer shall be permitted to assign this contract with the approval of the City Engineer, and in a form to be approved by the City Attorney.

3575 University Avenue
Contract 9676
MUNIS 15902
Developer: University 3000 LLC



Summary of Improvements:

- Complete Certified Survey Map (CSM) required for the redevelopment. Dedication of public sanitary sewer easement and public sidewalk, storm sewer and surface drainage easements on the CSM; including Consent to Occupy Easement and/or Privilege in Streets agreement as required by Engineering Mapping for private access, pedestrian, landscaping, building canopies and retaining wall improvements.

- Construct sidewalk, terrace, curb and gutter and pavement adjacent to the development along University Avenue and N Meadow Lane to a plan approved by the City Engineer.

- Construct new commercial drive aprons and ingress/egress to the development on University Avenue and N Meadow Lane to a plan approved by the City Traffic Engineer.

- Construct traffic signal(s), lighting, signing and marking to a plan approved by the City Traffic Engineer.

- Construct public sanitary sewer, storm sewer and drainage improvements to a plan approved by the City Engineer to serve the lot(s) within the CSM.

- Construct private sanitary, storm, and water service laterals as needed to serve the redevelopment.

- Protect existing public street terrace trees adjacent to the project, except for those approved for removal by City Forestry as part of the site plan verification approval for the redevelopment project.

- Protect public fiber cable located in University Avenue in coordination with Traffic Engineering.

- Repair or replace existing public sidewalk, street terrace, curb and gutter, street terrace, and street pavement as necessary to accommodate the private redevelopment project.

GENERAL NOTES

1. REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
2. ALL WORK IN THE RIGHT-OF-WAY AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, JURISDICTIONAL SPECIFICATIONS, AND APPROVED BY THE JURISDICTION HAVING AUTHORITY.
3. EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
4. NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
5. JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.
6. CONTRACTOR SHALL RESTORE ALL BUILDINGS, PAVEMENT, PIPES, SLOPES, AND STRUCTURES DAMAGED BY THE CONTRACTOR TO PRE-EXISTING OR BETTER CONDITIONS.
7. THE RIGHT-OF-WAY IS THE SOLE JURISDICTION OF THE JURISDICTIONAL AUTHORITY AND IS SUBJECT TO CHANGE AT ANY TIME.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
9. ANY REFERENCES TO THE TERMS OR ENTITY ABBREVIATIONS IN THE FOLLOWING NOTES AND SPECIFICATIONS SHALL BE UNDERSTOOD AS FOLLOWS:

9.1. "JURISDICTION " - THE LOCAL GOVERNMENTAL AGENCY (I.E., CITY, VILLAGE, TOWN, COUNTY, STATE, OR UTILITY SERVICE PROVIDER) HAVING AUTHORITY.
9.2. "STATE HIGHWAY SPECIFICATIONS" - STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION AND SUPPLEMENTS
9.3. "STANDARD SPECIFICATIONS" - STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, CURRENT EDITION AND SUPPLEMENTS
9.4. WISCONSIN DEPARTMENT OF TRANSPORTATION - "WISDOT"
9.5. WISCONSIN DEPARTMENT OF NATURAL RESOURCES - "WDNR"
9.6. DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES - "DSPS" OR "SPS"

DEMOLITION NOTES

1. THIS PLAN INDICATES ITEMS ON THE PROPERTY INTENDED FOR DEMOLITION BASED ON THE CURRENT SITE DESIGN THAT HAVE BEEN IDENTIFIED BY A REASONABLE OBSERVATION OF THE EXISTING CONDITIONS THROUGH FIELD SURVEY RECONNAISSANCE, "DIGGERS HOTLINE" LOCATION, AND GENERAL "STANDARD OF CARE". THERE MAY BE ADDITIONAL ITEMS THAT CAN NOT BE IDENTIFIED BY A REASONABLE ABOVEGROUND OBSERVATION, OF WHICH THE ENGINEER WOULD HAVE NO KNOWLEDGE OR BE AWARE AS PART OF ANOTHER DESIGN DISCIPLINE. IT IS THE CONTRACTORS/BIDDER'S RESPONSIBILITY TO REVIEW THE PLANS, INSPECT THE SITE, AND PROVIDE THEIR OWN DUE DILIGENCE TO INCLUDE IN THEIR BID WHAT ADDITIONAL ITEMS, IN THEIR OPINION, MAY BE NECESSARY FOR DEMOLITION. ANY ADDITIONAL ITEMS IDENTIFIED BY THE CONTRACTOR/BIDDER SHALL BE IDENTIFIED IN THE BID AND REPORTED TO THE ENGINEER OF RECORD. JSD TAKES NO RESPONSIBILITY FOR ITEMS ON THE PROPERTY THAT COULD NOT BE LOCATED BY A REASONABLE OBSERVATION OF THE PROPERTY OR OF WHICH THEY WOULD HAVE NO KNOWLEDGE.
2. CONTRACTOR SHALL KEEP ALL STREETS AND PRIVATE DRIVES FREE AND CLEAR OF ALL CONSTRUCTION-RELATED DIRT, DUST, AND DEBRIS.
3. ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS SPECIFICALLY CALLED OUT FOR PROTECTION. ALL TREES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY. STUMPS MAY BE GROUND TO PROPOSED SUBGRADE IN GRASSED AREAS ONLY UNLESS DIRECTED BY ENGINEER.
4. ALL LIGHT POLES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING BASE AND ALL APPURTENANCES. SALVAGE FOR RELOCATION. COORDINATE RELOCATION AND/OR ABANDONMENT OF ALL ELECTRIC LINES WITH ELECTRICAL ENGINEER AND OWNER PRIOR TO DEMOLITION.
5. ABANDONED/REMOVED ITEMS SHALL BE LEGALLY DISPOSED OF OFFSITE UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO REPLACE ALL SIDEWALK AND CURB AND GUTTER ABUTTING THE PROPERTIES THAT WERE DAMAGED BY THE CONSTRUCTION.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO:

7.1. EXAMINE ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
7.2. VERIFY UTILITY ELEVATIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCIES ARE RESOLVED.
7.3. NOTIFY ALL UTILITIES OWNER'S PRIOR TO THE REMOVAL OF ANY UNDERGROUND UTILITIES.
7.4. NOTIFY THE DESIGN ENGINEER AND LOCAL CONTROLLING MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION.

8. ANY UTILITIES THAT ARE DAMAGED BY THE CONTRACTORS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
9. CONTRACTOR SHALL COORDINATE PRIVATE UTILITY REMOVAL/ABANDONMENT AND NECESSARY RELOCATION WITH RESPECTIVE UTILITY COMPANY. CONTRACTOR SHALL COORDINATE WITH PRIVATE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
10. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPROVED JURISDICTION'S RECYCLING PLAN.
11. ANY CONTAMINATED SOILS ENCOUNTERED SHALL BE REMOVED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS TO AN APPROPRIATE AND APPROVED LANDFILL.
12. ALL EXISTING UTILITIES SHALL BE FIELD LOCATED AND CLEARLY MARKED BY CONTRACTOR PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES OCCUR IN THE LOCATION SHOWN OR PROPOSED IMPROVEMENTS IMPACTING EXISTING UTILITY LINE LOCATION(S). CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING UTILITY LINE OPENINGS (ULO) TO CONFIRM LOCATIONS OR ELEVATIONS, AS REQUESTED BY THE ENGINEER.
13. SEWER ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24 OF THE STANDARD SPECIFICATIONS AND JURISDICTIONAL SPECIFICATIONS.
14. WATER ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 4.14.0 OF THE STANDARD SPECIFICATIONS AND JURISDICTIONAL SPECIFICATIONS.
15. ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES. CONTRACTOR SHALL KEEP ALL STREETS AND PAVEMENTS FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST, AND DEBRIS.
16. BUILDING REMOVALS SHALL BE PREFORMED BY A QUALIFIED CONTRACTOR. CONTRACTOR SHALL FOLLOW ALL DEMOLITION REGULATIONS, DISCONNECT ALL UTILITIES, OBTAIN ALL APPLICABLE PERMITS, AND DISPOSE OF ALL BUILDING MATERIALS IN APPROPRIATE AND APPROVED LANDFILLS. DEMOLISHED MATERIALS SHALL NOT BE BURNED OR BURIED ONSITE.
17. CONTRACTOR SHALL REMOVE EXISTING UTILITY PIPE OR PROVIDE PIPE BACKFILLING AFTER REMOVAL OF EXISTING UTILITIES WITHIN BUILDING FOOTPRINT USING "LOW DENSITY CONCRETE/FLOWABLE FILL".
18. RESTORATION OF THE EXISTING ROADWAY RIGHT-OF-WAYS ARE CONSIDERED INCIDENTAL AND SHALL BE PART OF THE COST OF THE UNDERGROUND IMPROVEMENTS, DEMOLITION, AND REMOVAL. THIS INCLUDES CURB AND GUTTER, SIDEWALK, TOPSOIL, SEEDING, AND MULCHING.

PAVING NOTES

1. GENERAL:
1.1. PAVING SHALL CONFORM TO STATE HIGHWAY SPECIFICATIONS, APPLICABLE JURISDICTIONAL SPECIFICATIONS, AND THE GEOTECHNICAL REPORT PREPARED BY CGC, INC, TITLED GEOGRAPHICAL EXPLORATION REPORT, ISSUE DATE 1/9/2024. ALL REFERENCES TO THE "GEOTECHNICAL REPORT" SHALL BE UNDERSTOOD AS THE AFOREMENTIONED REPORT.
1.2. ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
1.3. ALL SPOT GRADES ARE TO EDGE OF PAVEMENT UNLESS SPECIFIED OTHERWISE.
1.4. SURFACE PREPARATION - NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
1.5. ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER, PAVEMENT, OR SIDEWALK SHALL MATCH EXISTING AND MEET JURISDICTIONAL REQUIREMENTS.

2. CRUSHED AGGREGATE BASE COURSE SPECIFICATIONS:
2.1. TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305 OF THE STATE HIGHWAY SPECIFICATIONS.
2.2. RECLAIMED OR RECYCLED ASPHALT MAY NOT BE USED AS CRUSHED AGGREGATE BASE COURSE UNLESS SPECIFICALLY APPROVED BY THE ENGINEER OF RECORD. USE OF ANY OTHER REPROCESSED OR BLENDED MATERIAL MUST FIRST BE APPROVED BY ENGINEER OF RECORD.
2.3. DO NOT PLACE BASE ON FROZEN FOUNDATIONS UNLESS THE ENGINEER APPROVES OTHERWISE.
2.4. DO NOT PLACE BASE ON FOUNDATIONS THAT ARE SOFT, SPONGY, OR COVERED BY ICE OR SNOW.

3. HOT MIXED ASPHALT (HMA) PAVING SPECIFICATIONS:
3.1. THE PLANS, CONSTRUCTION, AND COMPOSITION OF THE BASE COURSE AND HMA SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.
3.2. WEATHER LIMITATIONS:
3.2.1. DO NOT PLACE HMA WHEN BASE IS WET OR CONTAINS EXCESS MOISTURE.
3.2.2. DO NOT PLACE ASPHALTIC MIXTURE WHEN THE AIR TEMPERATURE IS APPROXIMATELY 3° ABOVE GRADE, IN SHADE, AND AWAY FROM ARTIFICIAL HEAT SOURCES IS LESS THAN 40°F UNLESS A VALID ENGINEER-ACCEPTED COLD WEATHER PAVING PLAN IS IN EFFECT.
3.2.3. PLACE ASPHALTIC MIXTURE ONLY ON A PREPARED, FIRM, AND COMPACTED BASE, FOUNDATION LAYER, OR EXISTING PAVEMENT SUBSTANTIALLY SURFACE-DRY AND FREE OF LOOSE AND FOREIGN MATERIAL. DO NOT PLACE OVER FROZEN SUBGRADE OR BASE, OR WHERE THE ROADBED IS WET.
3.2.4. APPLY TACK COAT ONLY WHEN THE AIR TEMPERATURE IS 32°F OR MORE UNLESS THE ENGINEER APPROVES OTHERWISE IN WRITING.
3.2.5. ALL ASPHALT (BOTH UPPER AND LOWER LAYERS) SHALL BE DELIVERED TO THE PROJECT SITE AT A TEMPERATURE NOT LOWER THAN 250°F.
3.3. CONTRACTOR SHALL ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
3.4. BINDER COURSE AGGREGATE:
3.4.1. THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTION 460 OF THE STATE HIGHWAY SPECIFICATIONS.
3.5. SURFACE COURSE AGGREGATE
3.5.1. THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460 AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.
3.6. ASPHALTIC MATERIALS
3.6.1. THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTIONS 455, 460, AND 465 OF THE STATE HIGHWAY SPECIFICATIONS.

4. CONCRETE PAVING SPECIFICATIONS:
4.1. CONCRETE PAVING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 405, 415, AND 416 OF THE STATE HIGHWAY SPECIFICATIONS.
4.2. CURING COMPOUNDS SHALL CONFORM TO SECTION 415 OF THE STATE HIGHWAY SPECIFICATIONS.
4.3. CONTRACTOR SHALL PROVIDE A JOINTING PLAN TO ENGINEER IF NOT INCLUDED IN THE PLANS. CONTRACTOR SHALL PROVIDE CONTROL JOINTS AND CONSTRUCTION JOINTS OF ONE-QUARTER CONCRETE THICKNESS AT AN EQUAL RATIO OF LENGTH TO WIDTH WHEREVER POSSIBLE WITH A MAXIMUM LENGTH BETWEEN JOINTS OF 15' ON CENTER.
4.4. CONTRACTOR SHALL PROVIDE EXPANSION JOINTS IN SIDEWALKS AT A MAXIMUM 100' APART.
4.5. PLACE EXPANSION JOINTS IN CURB, GUTTER, OR CURB AND GUTTER CONSTRUCTED NEXT TO ASPHALTIC PAVEMENT SURFACE COURSE. JOINTS EVERYWHERE THAT TANGENT AND RADIAL CURB OR CURB AND GUTTER MEET; ON EACH SIDE OF EVERY INLET 3' FROM THE INLET, BUT NO CLOSER THAN 6' FROM ANOTHER JOINT; AND INTANGENT SECTIONS PLACE BETWEEN 6' AND 300'.
4.6. IF CONSTRUCTING CURB, GUTTER, OR CURB AND GUTTER NEXT TO, OR ON, CONCRETE PAVEMENT CONSTRUCTED WITH EXPANSION JOINTS, THEN PLACE EXPANSION JOINTS TO MATCH THE EXPANSION JOINT LOCATIONS IN THE PAVEMENTS.
4.7. FOR CURB AND GUTTER, FORM CONTRACTION JOINTS BY SAWING OR FORMING AN INDUCED PLANE OF WEAKNESS AT LEAST 2" DEEP IN THE CURB GUTTER OR CURB AND GUTTER DIRECTLY OPPOSITE CONSTRUCTION OR CONTRACTION JOINTS IN ADJOINING CONCRETE PAVEMENT AND AT THE REQUIRED SPACING IN CURB, GUTTER, OR CURB AND GUTTER ADJOINING ASPHALTIC PAVEMENT. SPACE JOINTS BETWEEN 6' AND APPROXIMATELY 15' APART, AS THE ENGINEER DIRECTS.
4.8. EXTERIOR CONCRETE SURFACES SHALL BE BROOM FINISHED.
4.9. CONTRACTOR SHALL INSTALL TRUNCATED DOME WARNING DETECTION FIELD SHALL BE PLACED AT ALL ADA RAMPS AS SPECIFIED ON PLANS AND IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

5. PAVEMENT MARKING SPECIFICATIONS:
5.1. ALL PARKING STALL LINES SHALL BE 4" WIDE, HIGH VISIBILITY YELLOW LATEX PAINT.
5.2. ALL PAVEMENT MARKINGS INCLUDING STOP BARS, CROSSWALKS, DIRECTIONAL ARROWS, PARKING STALL LINES, ADA STALL MARKINGS, NO PARKING ZONES, AND DROP-OFF/PICK-UP ZONES SHALL BE PAINTED WITH LATEX PAINT PER SPECIFICATIONS.

CONSTRUCTION SEQUENCING

1. INSTALL PERIMETER SILT FENCE, WATTLES, INLET PROTECTION, AND CONSTRUCTION ENTRANCE.
2. STRIP AND STOCKPILE TOPSOIL AND INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONDUCT ROUGH GRADING EFFORTS AND INSTALL CHECK DAMS WITHIN DRAINAGE DITCHES.
4. INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
5. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF CURBS, PAVEMENTS, WALKS, ETC.
6. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROL MEASURES AS INDICATED ON PLANS.
7. EROSION CONTROLS SHALL NOT BE REMOVED UNTIL SITE IS FULLY STABILIZED OR 70% CONTIGUOUS VEGETATIVE COVER IS ESTABLISHED.

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM NO. 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

CITY FORESTRY NOTES

1. ALL PROPOSED STREET TREE REMOVALS WITHIN THE RIGHT OF WAY SHALL BE REVIEWED BY CITY FORESTRY BEFORE THE PLAN COMMISSION MEETING. STREET TREE REMOVALS REQUIRE APPROVAL AND A TREE REMOVAL PERMIT ISSUED BY CITY FORESTRY. ANY STREET TREE REMOVALS REQUESTED AFTER THE DEVELOPMENT PLANS IS APPROVED BY THE PLAN COMMISSION OR THE BOARD OF PUBLIC WORKS AND CITY FORESTRY WILL REQUIRE A MINIMUM OF A 72-HOUR REVIEW PERIOD WHICH SHALL INCLUDE THE NOTIFICATION OF THE ALDERPERSON WITHIN WHO'S DISTRICT IS AFFECTED BY THE STREET TREE REMOVAL(S) PRIOR TO A TREE REMOVAL PERMIT BEING ISSUED.
2. AS DEFINED BY THE SECTION 107.13 OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION: NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF THE STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT MADISON CITY FORESTRY (266-4816) PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM
3. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE. CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREE(S). THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED.
4. SECTION 107.13(G) OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ADDRESSES SOIL COMPACTION NEAR STREET TREES AND SHALL BE FOLLOWED BY CONTRACTOR. THE STORAGE OF PARKED VEHICLES, CONSTRUCTION EQUIPMENT, BUILDING MATERIALS, REFUSE, EXCAVATED SPOILS OR DUMPING OF POISONOUS MATERIALS ON OR AROUND TREES AND ROOTS WITHIN FIVE (5) FEET OF THE TREE OR WITHIN THE PROTECTION ZONE IS PROHIBITED.
5. ON THIS PROJECT, STREET TREE PROTECTION ZONE FENCING IS REQUIRED. THE FENCING SHALL BE ERECTED BEFORE THE DEMOLITION, GRADING OR CONSTRUCTION BEGINS. THE FENCE SHALL INCLUDE THE ENTIRE WIDTH OF TERRACE AND, EXTEND AT LEAST 5 FEET ON BOTH SIDES OF THE OUTSIDE EDGE OF THE TREE TRUNK. DO NOT REMOVE THE FENCING TO ALLOW FOR DELIVERIES OR EQUIPMENT ACCESS THROUGH THE TREE PROTECTION ZONE.
6. STREET TREE PRUNING SHALL BE COORDINATED WITH MADISON FORESTRY AT A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION FOR THIS PROJECT. ALL PRUNING SHALL FOLLOW THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 - PART 1 STANDARDS FOR PRUNING.
7. ADDITIONAL STREET TREES ARE NEEDED FOR THIS PROJECT. TREE PLANTING SPECIFICATIONS CAN BE FOUND IN SECTION 209 OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM) - ALL STREET TREE PLANTING LOCATIONS AND TREE SPECIES WITHIN THE RIGHT OF WAY SHALL BE DETERMINED BY CITY FORESTRY. A LANDSCAPE PLAN AND STREET TREE PLANTING PLAN SHALL BE SUBMITTED IN PDF FORMAT TO CITY FORESTRY FOR APPROVAL OF PLANTING LOCATIONS WITHIN THE RIGHT OF WAY AND TREE SPECIES. ALL AVAILABLE STREET TREE PLANTING LOCATIONS SHALL BE PLANTED WITHIN THE PROJECT BOUNDARIES.
8. AT LEAST ONE WEEK PRIOR TO STREET TREE PLANTING, CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO SCHEDULE INSPECTION AND APPROVAL OF NURSERY TREE STOCK AND REVIEW PLANTING SPECIFICATIONS WITH THE LANDSCAPER.

UTILITY NOTES

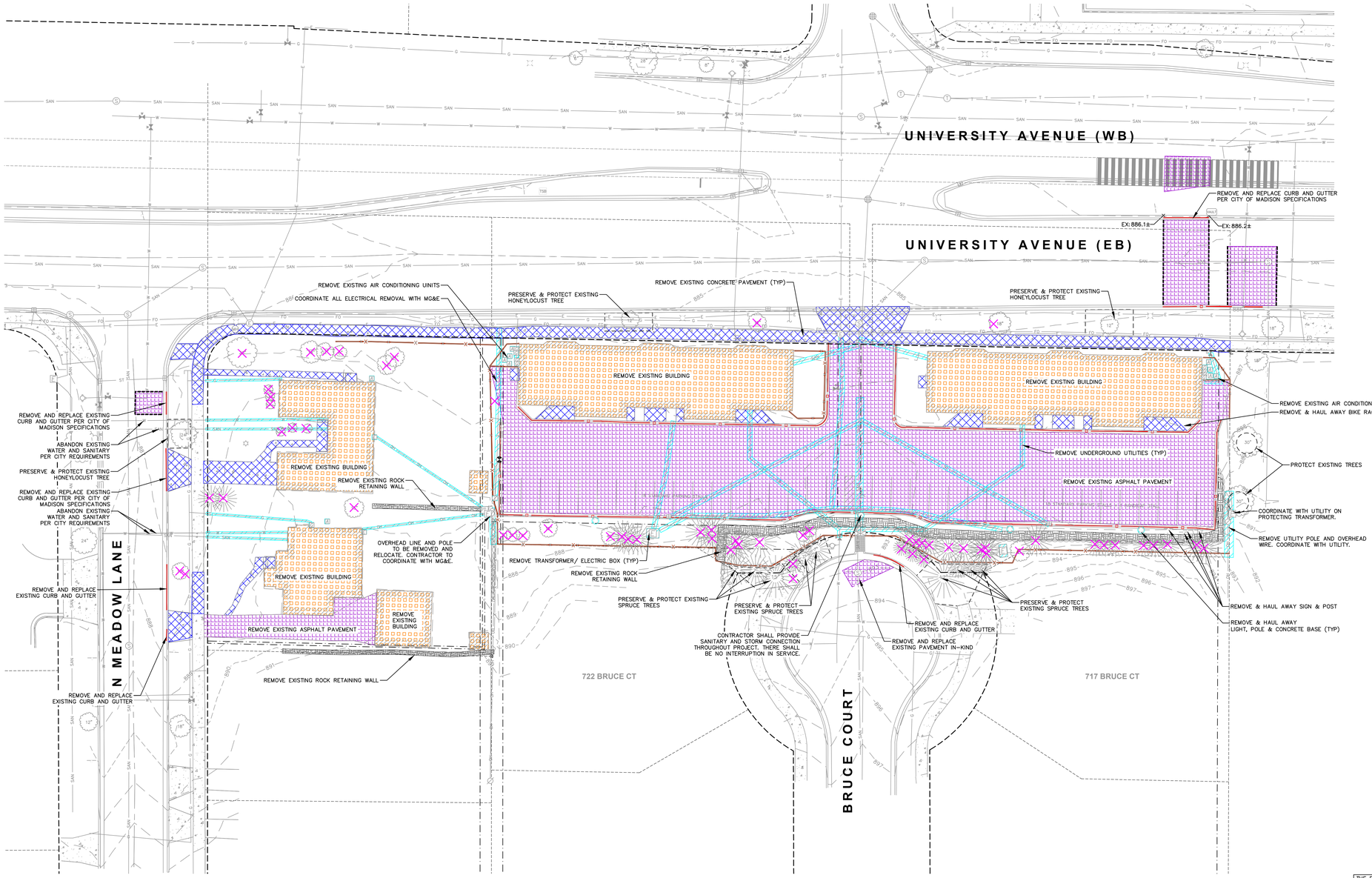
1. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGERS HOTLINE" PRIOR TO ANY CONSTRUCTION.
2. PRIOR TO CONSTRUCTION, THE PRIME CONTRACTOR IS RESPONSIBLE FOR:
2.1. EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
2.2. OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
2.3. VERIFYING ALL ELEVATIONS, LOCATIONS, AND SIZES OF SANITARY, WATER, AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
2.4. NOTIFYING ALL UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
2.5. NOTIFYING THE DESIGN ENGINEER AND JURISDICTIONAL AUTHORITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
2.6. COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
3. ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC UTILITIES AND STATE DISPOSING AN LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE JURISDICTIONAL AUTHORITIES.
4. SPECIFICATIONS SHALL COMPLY WITH THE JURISDICTIONAL AUTHORITY'S SPECIAL PROVISIONS.
5. LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
7. CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED IN CONSTRUCTION SITES WHERE THE POTENTIAL FOR PEDESTRIAN INJURY EXISTS.
8. CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT ALL UTILITY COVERS (SUCH AS MANHOLE COVERS, VALVE BOX COVERS, INLETS, ETC.) TO MATCH THE FINISHED GRADES OF THE AREAS EFFECTED BY THE CONSTRUCTION.
9. ALL NON-METALLIC UTILITY PIPES (SANITARY SEWER, STORM SEWER, AND WATER PIPING) SHALL BE INSTALLED IN CONJUNCTION WITH TRACER WIRE AS REQUIRED BY SPS 382.30(11)(H), SPS 382.36(7)(C)10., AND SPS 382.40(8)(K). COLOR OF TRACER WIRE SHALL BE: SANITARY SEWER - GREEN, STORM SEWER - BROWN, WATER - BLUE, NON-POTABLE WATER - PURPLE.
10. DRY UTILITIES (COMMUNICATION, TELEPHONE, GAS, ELECTRIC, ETC.) ARE SHOWN FOR GENERAL ROUTING ONLY. CONTRACTOR SHALL COORDINATE DESIGN AND FINAL LOCATION WITH APPROPRIATE UTILITY COMPANY.
11. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
12. ANY SANITARY SEWER, SANITARY SEWER SERVICES, WATER MAIN, WATER SERVICES, STORM SEWER, OR OTHER UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE JURISDICTIONAL AUTHORITY'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
13. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE INSTALLED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
14. IN ANY LOCATIONS WHERE BUILDING SEWERS (STORM AND SANITARY) ARE INSTALLED WITH LESS THAN THE MINIMUM COVER REQUIRED IN SPS 382.30(11)(e) OR WATER PIPING 382.40(8)(a), CONTRACTOR SHALL INSTALL INSULATION IN ACCORDANCE WITH SPS 382.30(11)(c)2. FOR PROTECTION FROM FROST.
15. STORM SEWER SPECIFICATIONS:
15.1. PIPE:
15.1.1. REINFORCED CONCRETE PIPE (RCP) - SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C443.
15.1.2. HIGH DENSITY DUAL-WALL POLYETHYLENE CORRUGATED PIPE (HDPE) - SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATERTIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M294 TYPE "S".
15.1.3. POLYVINYL CHLORIDE (PVC) - SHALL MEET REQUIREMENTS OF ASTM D3034, SDR 35 FOR PIPE SIZES 8"-15" WITH INTEGRAL BELL TYPE FLEXIBLE ELECTROMETRIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D3212. ASTM 1785 SCHEDULE 40 FOR PIPE DIAMETERS 4"-6". SDR 35 SHALL BE USED FOR DEPTHS 3'-15' AND SDR 26 FOR DEPTHS 15'-25' DEPENDENT ON LOCAL JURISDICTION.
15.2. INLETS AND CATCH BASINS:
15.2.1. INLETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 3.6.3 AND DETAIL DRAWINGS FILE NO. 28 OR 29 OF THE STANDARD SPECIFICATIONS, OR APPROVED EQUAL WITH A 2'X3' MAXIMUM OPENING.
15.2.2. POLYVINYL CHLORIDE (PVC) INLETS BY NYLOPLAST ONLY WHEN SPECIFIED ON PLANS, CONFORMING TO ASTM D1781, ASTM D3212, ASTM F477, AND MANUFACTURER'S REQUIREMENTS. REFER TO PLANS FOR LID OR GRATE SPECIFICATION.
15.2.3. FRAME AND GRATE/LIDS:
15.2.3.1. CURB FRAME AND GRATES SHALL BE NEENAH R-3067 WITH TYPE "R" GRATE OR EQUAL, UNLESS AS SPECIFIED IN THE PLANS.
15.2.3.2. SOLID LID FRAME AND GRATES SHALL BE NEENAH R-1550, HEAVY DUTY NON-ROCKING SOLID LID OR EQUAL, UNLESS AS SPECIFIED IN THE PLANS.
15.2.3.3. GRATE FRAME AND GRATES SHALL BE NEENAH R-1550, HEAVY DUTY WITH A R-2578 GRATE OR EQUAL, UNLESS AS SPECIFIED IN THE PLANS.
15.2.4. MANHOLES:
15.2.4.1. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 3.5.0 AND DETAIL DRAWINGS FILE NO. 11 AND/OR 12 OF THE STANDARD SPECIFICATIONS.
15.2.3.2. MANHOLE FRAMES AND COVERS SHALL BE NEENAH R-1550, HEAVY DUTY NON-ROCKING SOLID LID OR EQUAL, UNLESS AS SPECIFIED IN THE PLANS.
15.3. BACKFILL AND BEDDING:
15.3.1. STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5' BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5' FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL.
15.3.2. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.43.5 OF THE STANDARD SPECIFICATIONS.
15.4. FIELD TILE CONNECTIONS:
15.4.1. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
16. WATER MAIN & WATER LATERAL SPECIFICATIONS:
16.1. PIPE:
16.1.1. DUCTILE IRON PIPE SHALL BE CLASS 52 CONFORMING TO AWWA C151 AND CHAPTER 8.18.0 OF THE STANDARD SPECIFICATIONS.
16.1.2. POLYVINYL CHLORIDE PRESSURE PIPE (PVC) SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C900 DR14 (CLASS 305) FOR SIZES UP TO 4" AND AWWA C900 DR18 (CLASS 235) UP TO 30".WITH INTEGRAL ELASTOMERIC BELL AND SPIGOT JOINTS.
16.1.3. COPPER TYPE K TUBING SHALL CONFORM TO ASTM DESIGNATION B88 FOR WATER SERVICES LESS THAN 2" IN DIAMETER
16.1.4. HIGH DENSITY POLYETHYLENE (HDPE) SHALL CONFORM TO THE REQUIREMENTS OF AWWA C901, SDR 9 MINIMUM FOR SIZES UP TO 3" AND TO AWWA C906, SDR 17 MINIMUM FOR SIZES GREATER THAN 3".
16.2. VALVES AND VALVE BOXES:
16.2

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C–10	81.58'	44.00'	58.63	106°13'46"	70.39'	S89°51'52"W
C–11	81.58'	44.00'	58.63	106°13'46"	70.39'	S89°51'52"W
C–12	81.58'	44.00'	58.63	106°13'46"	70.39'	S89°51'52"W

CITY FORESTRY WILL ISSUE A STREET TREE REMOVAL PERMIT FOR (9) TREES: (6) UNMAINTAINED TREES AT BRUCE CT CUL–DU–SAC, (2) HONEYLOCUST ALONG UNIVERSITY AVE FOR BUILDING CLEARANCE, AND (1) PLANETREE ALONG N MEADOW LN FOR DRIVEWAY INSTALLATION. THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266–4816 TO OBTAIN PERMIT.

LEGEND

- PROPERTY LINE
- RIGHT–OF–WAY
- EASEMENT LINE
- DEMOLITION – REMOVAL OF ONSITE CURB SURFACES AND BASE COURSE
- DEMOLITION – REMOVAL OF RETAINING WALL
- DEMOLITION – REMOVAL OF ASPHALT SURFACES
- DEMOLITION – REMOVAL OF CONCRETE SURFACES
- DEMOLITION – REMOVAL OF BUILDINGS/STRUCTURES
- DEMOLITION – REMOVAL OF UTILITIES
- DEMOLITION – REMOVAL OF FENCE
- TREE REMOVAL
- PROTECT EXISTING TREE



THE RIGHT OF WAY IS THE SOLE JURISDICTION OF THE CITY OF MADISON AND IS SUBJECT TO CHANGE AT ANY TIME PER THE RECOMMENDED PLAN BY TRAFFIC ENGINEERING AND CITY ENGINEERING DEPARTMENT.

ALL PROPOSED IMPROVEMENTS WITHIN THE PUBLIC RIGHT–OF–WAY OR CONNECTIONS TO CITY OWNED UTILITIES SHALL BE COMPLETED PER THE CITY ISSUED IMPROVEMENTS PLAN (CONTRACT NO. 9676, PROJECT NO. 15902)

north

SCALE IN FEET

20' 0 20'

DIGGERS HOTLINE
Toll Free (800) 242-8511

JSD
CREATE THE VISION TELL THE STORY
jsdinc.com
MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:
UNIVERSITY 3000, LLC

CLIENT ADDRESS:
1741 COMMERCIAL AVENUE
MADISON, WI 53704

PROJECT:
UNIVERSITY 3000
MIXED-USE

PROJECT LOCATION:
3535 UNIVERSITY AVENUE
MADISON, WI 53705

NOT FOR CONSTRUCTION

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.17.2025	LAND USE AND UDC SUBMITTAL
2	07.18.2025	SITE PLAN VERIFICATION
3	08.18.2025	PERMIT SET
4	08.29.2025	PERMIT SET
5	09.04.2025	DOORWAYS
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By:	CHQ
Reviewed By:	ACQ
Approved By:	ACQ

SHEET TITLE:
DEMOLITION PLAN

SHEET NUMBER:
C200

JSD PROJECT NO: 24-14962

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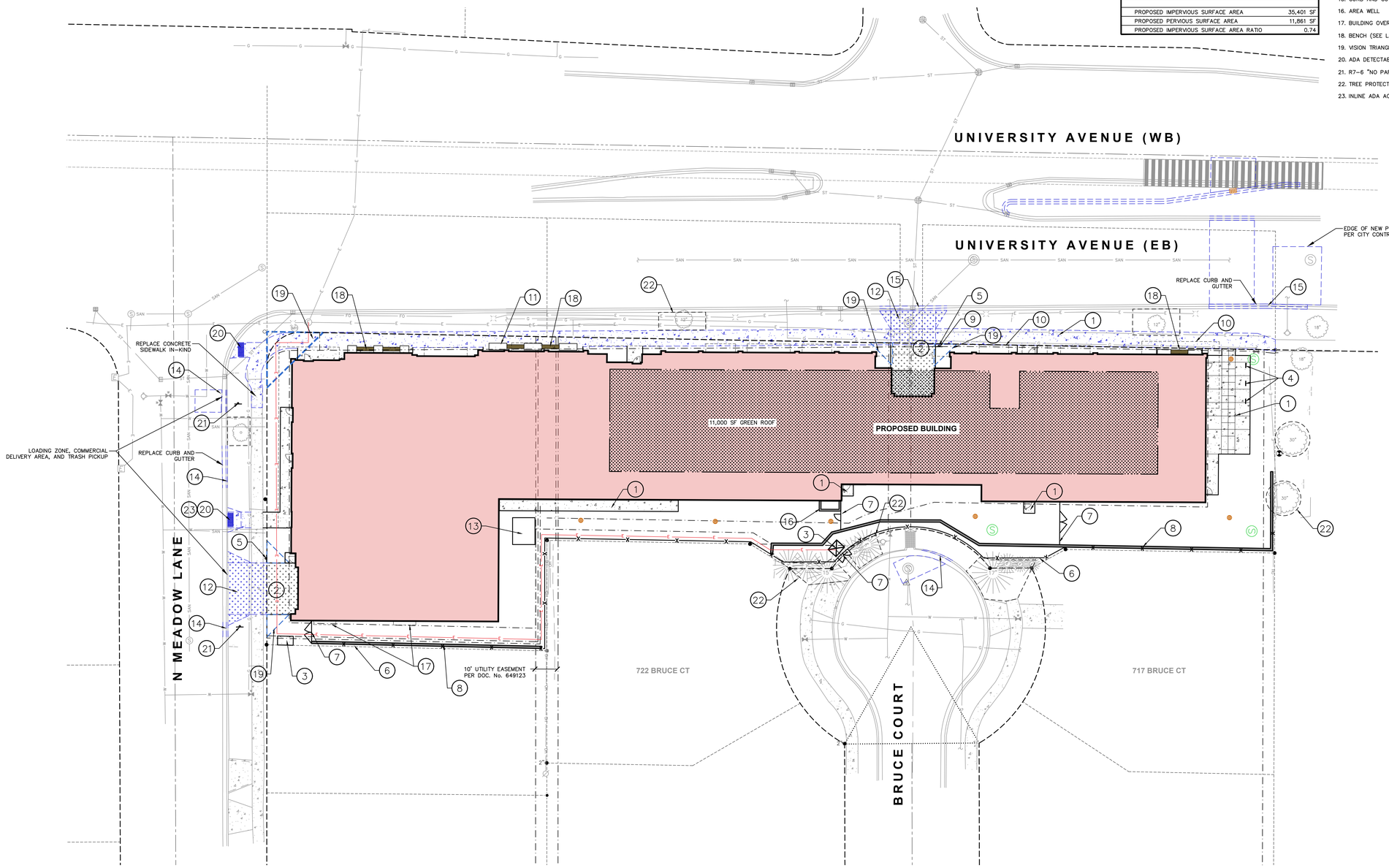
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SITE INFORMATION BLOCK

SITE ADDRESS	3535 UNIVERSITY AVE
PROPERTY ACREAGE	1.09 ACRES ACRES
NUMBER OF BUILDING STORIES	5
TOTAL BUILDING SQUARE FOOTAGE	30,982 SF
GREEN ROOF SQUARE FOOTAGE	11,000 SF
NUMBER OF PARKING STALLS	
SURFACE	0
UNDERGROUND	
LARGE	166
ACCESSIBLE	6
TOTAL UNDERGROUND	172
NUMBER OF SURFACE BICYCLE STALLS:	6
NUMBER OF UNDERGROUND BICYCLE STALLS:	167
EXISTING VS. PROPOSED SITE COVERAGE	
EXISTING IMPERVIOUS SURFACE AREA	28,163 SF
EXISTING PERVIOUS SURFACE AREA	19,099 SF
EXISTING IMPERVIOUS SURFACE AREA RATIO	0.60
PROPOSED IMPERVIOUS SURFACE AREA	35,401 SF
PROPOSED PERVIOUS SURFACE AREA	11,861 SF
PROPOSED IMPERVIOUS SURFACE AREA RATIO	0.74

KEYNOTES

1. CONCRETE SIDEWALK (REFER TO DETAIL)
2. COMMERCIAL ENTRANCE CONCRETE PAVEMENT (REFER TO DETAIL)
3. TRANSFORMER PAD
4. BIKE RACK
5. R1-1 STOP SIGN
6. 6' FENCE (SEE DETAIL)
7. 4' VINYL COATED CHAIN LINK FENCE WITH GATE (SEE DETAIL)
8. EARTH RETENTION SYSTEM, I BEAM AND LAGGING BY CONTRACTOR. PERMANENT, ABOVE GROUND PORTION. (SEE LANDSCAPE PLAN FOR COVERING)
9. R3-2 "NO LEFT TURN 7-9 AM, 4-6 PM" SIGN
10. BUILDING AWNING
11. PLANTER BOX
12. COMMERCIAL ENTRANCE PER CITY DETAIL
13. GENERATOR PAD
14. CURB AND GUTTER, 30" TYPE 'A' PER CITY DETAIL
15. CURB AND GUTTER, 30" TYPE 'H' PER CITY DETAIL
16. AREA WELL
17. BUILDING OVERHANG
18. BENCH (SEE LANDSCAPE PLAN)
19. VISION TRIANGLE
20. ADA DETECTABLE WARNING FIELD
21. R7-6 "NO PARKING, LOADING ZONE"
22. TREE PROTECTION
23. INLINE ADA ACCESSIBLE RAMP



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north

SCALE IN FEET

20' 0 20'

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Toll Free (800) 242-8511

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CREATE THE VISION TELL THE STORY
jsdinc.com
MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:
UNIVERSITY 3000, LLC

CLIENT ADDRESS:
1741 COMMERCIAL AVENUE
MADISON, WI 53704

PROJECT:
UNIVERSITY 3000
MIXED-USE

PROJECT LOCATION:
3535 UNIVERSITY AVENUE
MADISON, WI 53705

NOT FOR CONSTRUCTION

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.17.2025	LAND USE AND UDC SUBMITTAL
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3	08.18.2025	PERMIT SET
4	08.29.2025	PERMIT SET
5	09.04.2025	DOORWAYS
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15		

Designed By: CHQ
Reviewed By: ACQ
Approved By: ACQ

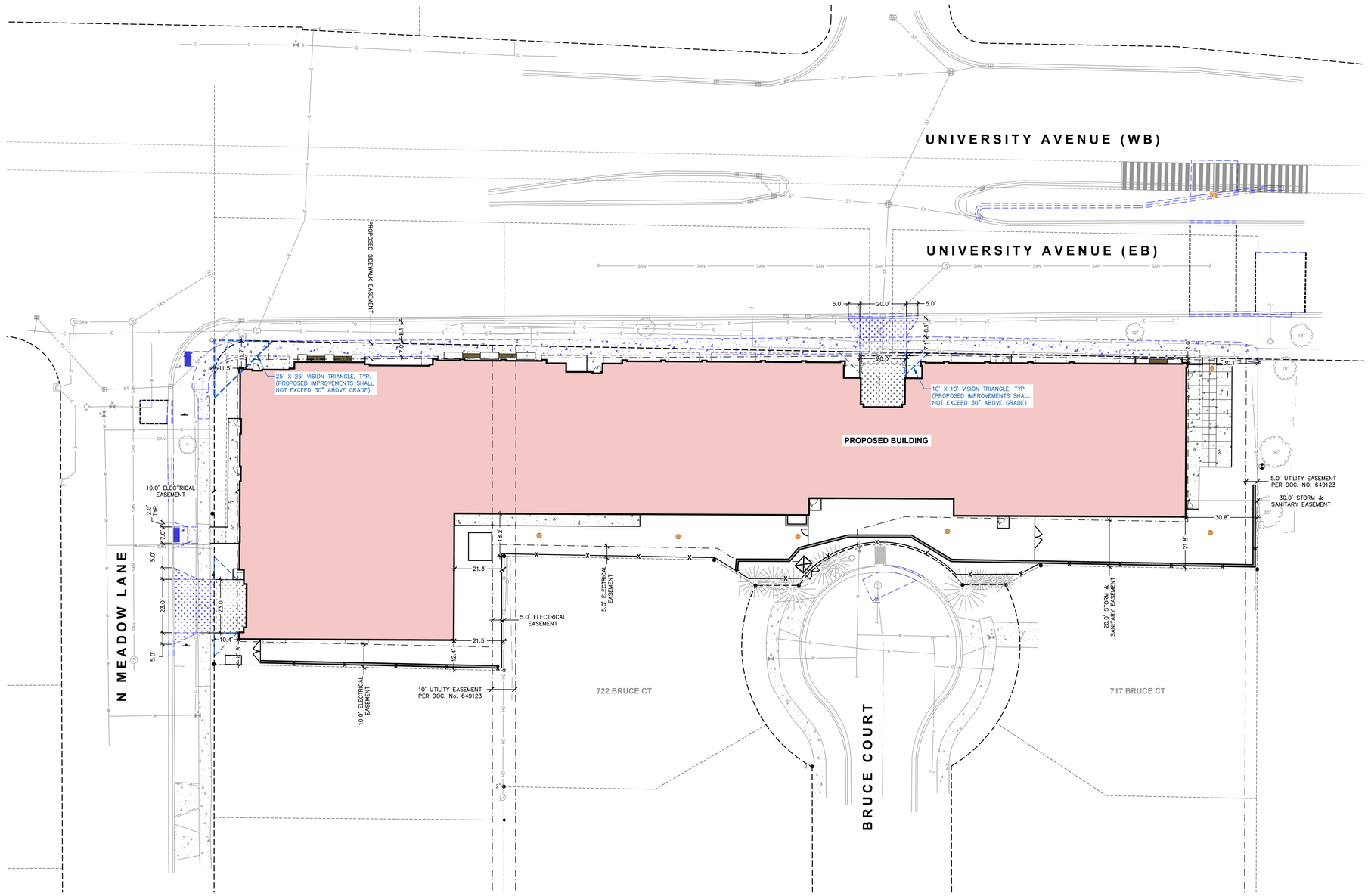
SHEET TITLE:
ANNOTATED SITE PLAN

SHEET NUMBER:
C300

JSD PROJECT NO: 24-14962

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north

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Designed By:	CHG
Reviewed By:	ACG
Approved By:	ACG

SHEET TITLE:
DIMENSIONED SITE PLAN

SHEET NUMBER:
C301

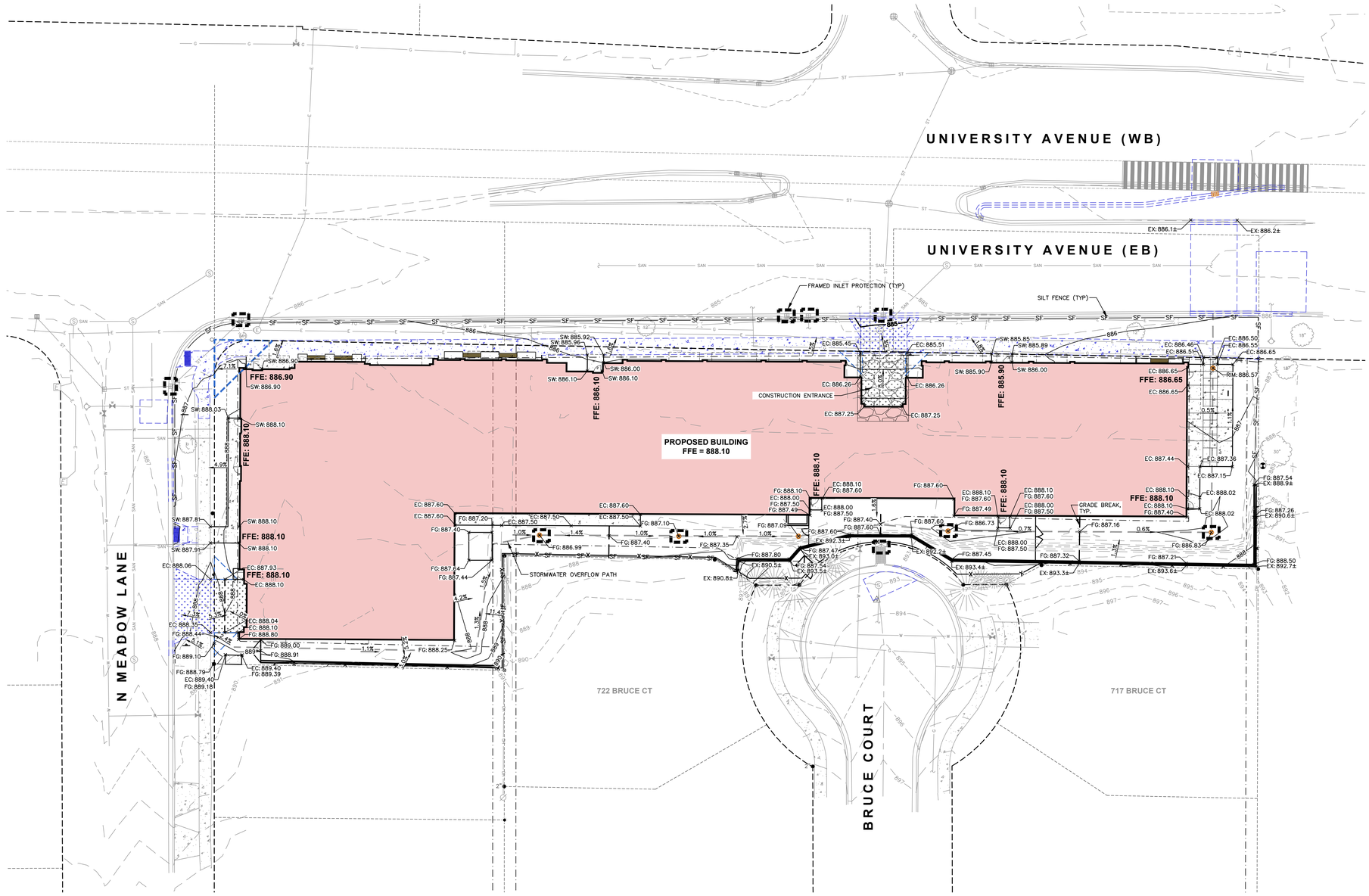
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NOTES

1. FLOOD PLAIN ELEVATION IS 887.6 AND MINIMUM OPENING ELEVATION IS 888.10



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Designed By:	CHG
Reviewed By:	ACG
Approved By:	ACG

SHEET TITLE:
GRADING PLAN

SHEET NUMBER:
C400

JSD PROJECT NO: 24-14962

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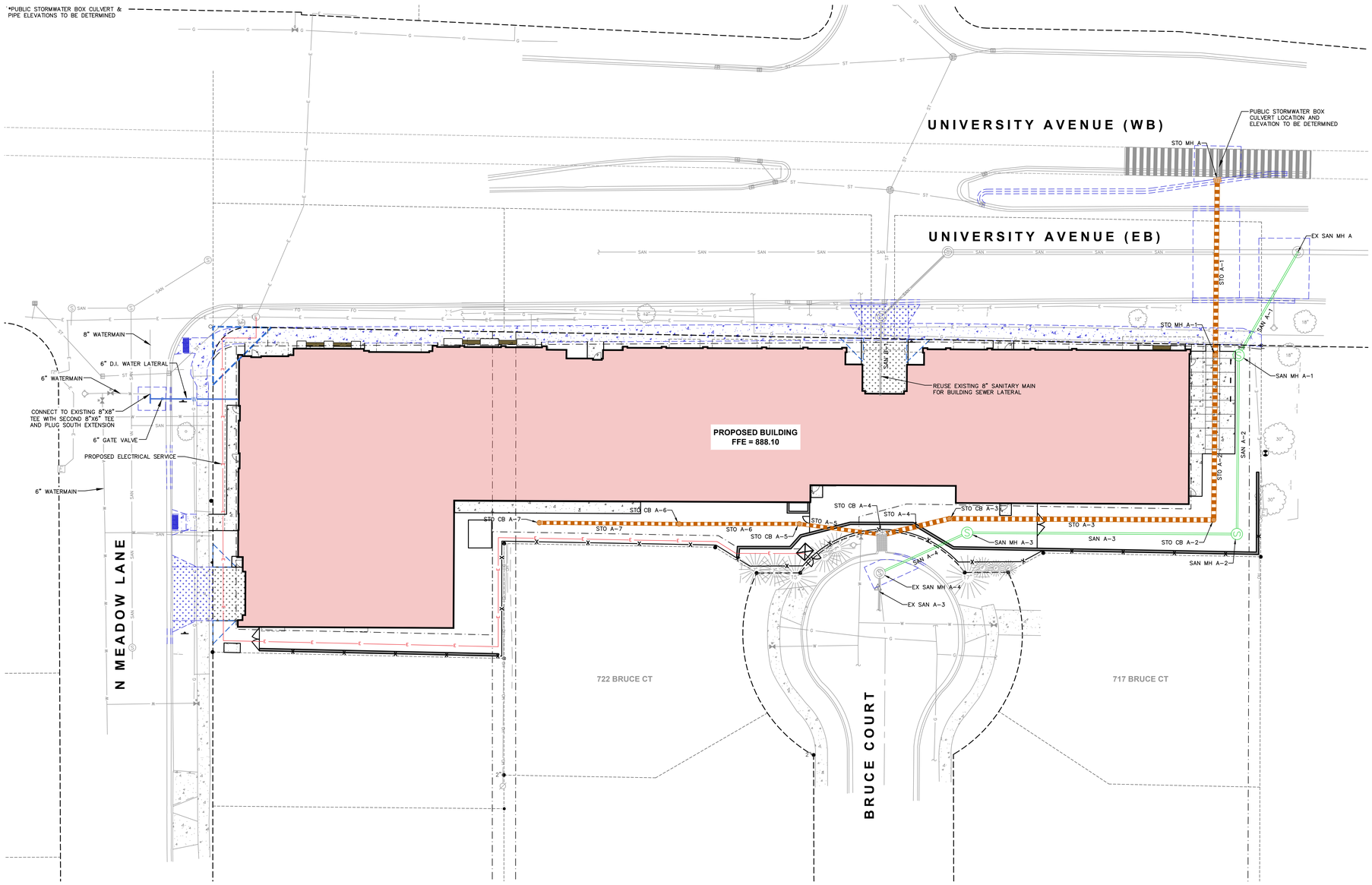
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PROPOSED STORM SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
STO CB A-2	886.83	N INV: 880.64 (24") W INV: 880.74 (24")	6.2	60 IN MH (FLAT)	R-2050 TYPE D
STO CB A-3	886.73	E INV: 881.53 (24") W INV: 881.63 (24")	5.2	60 IN MH (FLAT)	R-2050 TYPE D
STO CB A-4	897.66	E INV: 881.84 (24") *N INV: 891.85 (TBD) W INV: 882.34 (18")	15.8	56"X42" MH	EXISTING CURB INLET
STO CB A-5	887.09	E INV: 882.59 (18") W INV: 882.69 (18")	4.5	48 IN MH (FLAT)	R-2050 TYPE D R-1550 SOLID LID
STO CB A-6	887.10	E INV: 883.05 (18") W INV: 883.15 (18")	4.0	36 IN MH (FLAT)	R-2050 TYPE D
STO CB A-7	886.99	E INV: 883.50 (18")	3.5	36 IN MH (FLAT)	R-2050 TYPE D
STO MH A	886.44	*E INV: 872.72 (144") S INV: 879.52 (24") *W INV: 872.72 (144")	13.7	48 IN MH (FLAT)	R-3067 TYPE L
STO MH A-1	886.57	N INV: 880.04 (24") S INV: 880.14 (24")	6.5	48 IN MH (FLAT)	R-2050 TYPE D

PROPOSED STORM SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE & MATERIAL
STO A-1	STO MH A-1	STO MH A	76'	880.04	879.52	0.68%	24 IN RCP
STO A-2	STO CB A-2	STO MH A-1	71'	880.64	880.14	0.70%	24 IN RCP
STO A-3	STO CB A-3	STO CB A-2	113'	881.53	880.74	0.70%	24 IN HDPE (HP)
STO A-4	STO CB A-4	STO CB A-3	30'	881.84	881.63	0.70%	24 IN RCP
STO A-5	STO CB A-5	STO CB A-4	36'	882.59	882.34	0.70%	18 IN RCP
STO A-6	STO CB A-6	STO CB A-5	52'	883.05	882.69	0.70%	18 IN HDPE
STO A-7	STO CB A-7	STO CB A-6	60'	883.50	883.15	0.58%	18 IN HDPE

PROPOSED SANITARY SEWER STRUCTURE TABLE					
LABEL	RIM EL. (FT)	INVERT EL. (FT)	DEPTH (FT)	STRUCTURE DESC.	FRAME & GRATE
EX SAN MH A	890.54	E INV: 870.66 (24") SW INV: 872.57 (8") W INV: 870.67 (24")	19.9	48 IN MH	R-1550 SOLID LID
EX SAN MH A-4	892.41	NE INV: 884.50 (8") S INV: 884.60 (8")	7.4	48 IN MH	R-1550 SOLID LID
SAN MH A-1	886.68	NE INV: 873.59 (8") S INV: 874.09 (8")	13.1	48 IN MH	R-1550 SOLID LID
SAN MH A-2	887.65	N INV: 875.62 (8") W INV: 877.45 (8")	12.2	48 IN MH	R-1550 SOLID LID
SAN MH A-3	887.14	E INV: 879.77 (8") SW INV: 881.67 (8")	7.5	48 IN MH	R-1550 SOLID LID

PROPOSED SANITARY SEWER PIPE TABLE							
LABEL	FROM	TO	LENGTH	INVERT EL. (FT)	DISCHARGE EL. (FT)	SLOPE	SIZE & MATERIAL
SAN A-1	SAN MH A-1	EX SAN MH A	51'	873.59	872.57	2.00%	8 IN PVC
SAN A-2	SAN MH A-2	SAN MH A-1	77'	875.62	874.09	2.00%	8 IN PVC
SAN A-3	SAN MH A-3	SAN MH A-2	116'	879.77	877.45	2.00%	8 IN PVC
SAN A-4	EX SAN MH A-4	SAN MH A-3	41'	884.50	881.67	6.85%	8 IN PVC
SAN B-1	BUILDING	EX SAN MH B-2	34'	878.62	878.28	1.00%	8 IN PVC



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Designed By:	CHG
Reviewed By:	ACO
Approved By:	ACO

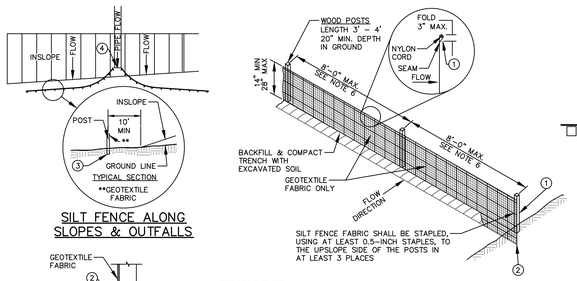
SHEET TITLE:
UTILITY PLAN

SHEET NUMBER:
C500

JSD PROJECT NO: 24-14962

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SILT FENCE ALONG SLOPES & OUTFALLS

NOTE:
ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS.

TRENCH DETAIL

SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)

JOINT (HOOK METHOD)

JOINT (TWIST METHOD)

GENERAL NOTES:

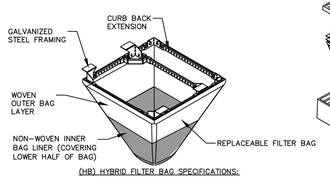
1. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
2. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
4. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE.
5. SILT FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDNR TECHNICAL STANDARD 1056.
6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (8-FEET FOR WOVEN & 3-FEET FOR NON-WOVEN)

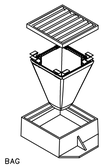
SILT FENCE

N.T.S.

REV. 7-01-2019

FLEXSTORM INLET FILTERS TO MEET DANE COUNTY EROSION CONTROL STANDARDS





(HB) HYBRID FILTER BAG SPECIFICATIONS:

INSTALLATION INSTRUCTIONS:
1. REMOVE GRATE FROM THE DRAINAGE STRUCTURE
2. CLEAN STONE AND DIRT FROM LEDGE (LIP) OF DRAINAGE STRUCTURE
3. DROP THE INLET FILTER THROUGH THE CLEAR OPENING SUCH THAT THE HANGERS REST FIRMLY ON THE LIP OF THE STRUCTURE.
4. REPLACE THE GRATE AND CONFIRM IT IS NOT ELEVATED MORE THAN 1/8"

MAINTENANCE GUIDELINES:
1. EMPTY THE SEDIMENT BAG IF MORE THAN HALF FILLED WITH SEDIMENT AND DEBRIS
2. REMOVE THE GRATE, ENGAGE THE LIFTING POINTS, AND LIFT FILTER FROM THE DRAINAGE STRUCTURE.
3. DISPOSE OF SEDIMENT AND DEBRIS BY THE ENGINEERING OR MAINTENANCE CONTRACT 4. ALTERNATIVELY, AN INDUSTRIAL VACUUM CAN BE USED TO COLLECT SEDIMENT FROM THE FILTER BAG

CATCH-IT INLET FILTER (Temporary Inlet Protection)

Neenah Casting	Inlet Type	Grate Size	Opening Size	Bag Cap (ft³)	Flow Ratings (CFS)		ADS P/N
					HB (Hybrid Bag)	Bypass	
3087	Curb Box	35.25 x 17.75	33.0 x 15.0	4.4	2.0	5.8	62LCBEXTHB
3248A	Curb Box	35.75 x 23.875	33.5 x 21.0	4.2	1.1	3.3	62LCB3624HB
3030	Square/Rect (SQ)	23 x 16	20.5 x 13.5	1.6	0.7	2.2	62MCB2316HB
3067-C	Square/Rect (SQ)	35.25 x 17.75	33 x 15	3.2	1.0	5.2	62LSQ3618HB
R-2501	Round (RD)	~26	~24	2.3	0.8	5.2	62MRD26HB
R-1772/2560	Round (RD)	22.25-23.5	20.5-21	1.5	0.6	4.6	62MRD22HB

Woven and Non-Woven Geotextile Filter Bag Properties (Minimum Average Roll Values)

PROPERTY	TEST METHOD	WOVEN (OUTER)	NON-WOVEN (LINER)
TENSILE STRENGTH	ASTM-D4632	350 x 225 Lbs	100 Lbs
ELONGATION	ASTM-D4632	20% x 15%	50%
CBR PUNCTURE	ASTM-D6241	1000 Lbs	65 Lbs
TRAPEZOIDAL TEAR	ASTM-D4533	110 x 75 Lbs	45 Lbs
UV RESISTANCE	ASTM-D4355	90%	70%
OPENING SIZE (AOS)	ASTM-D4751	20 US STD SIEVE	40 US STD SIEVE
PERMITTIVITY	ASTM-D4491	1.5 Sec^{-1}	2.0 Sec^{-1}
WATER FLOW RATE	ASTM-D4491	200 gal/min/ft^2	145 gal/min/ft^2
MINIMUM FILTER BAG VOLUME		2 CUBIC FT	

FRAMED INLET PROTECTION

N.T.S.

REV. 7-01-2019

FLEXSTORM CATCH IT INLET PROTECTION

REV	DRAWN BY	DESCRIPTION	DATE
C		IPP Flexstorm HD Specification	

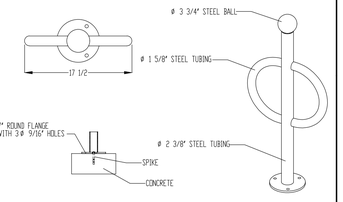
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MADRAX DIVISION
GRABER MANUFACTURING, INC.
1000 LINDEN DRIVE
APPLETON, WI 54915
PHONE 449-7920, PHOTO 849-5080, FAX 849-5084
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM

PRODUCT: PARBC-2-SF(G)
DESCRIPTION: POST AND RING BIKE RACK WITH STEEL BALL, TUBE STEEL ARMS
2 BIKE, SURFACE DR IN GROUND MOUNT
DATE: 10-17-18
END SPEC

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NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR (IF NEEDED), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

POST & RING BIKE RACK

N.T.S.

REV. 02-03-2022

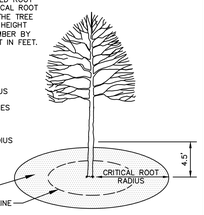
APPROXIMATE A TREE'S PROTECTED ROOT ZONE BY CALCULATING THE CRITICAL ROOT RADIUS (CRR). FIRST, MEASURE THE TREE DIAMETER IN INCHES AT BREAST HEIGHT (DBH). THEN MULTIPLY THAT NUMBER BY 1.5 OR 1.0. EXPRESS THE RESULT IN FEET.

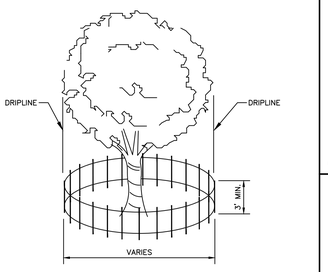
EXAMPLE: DBH = 8 inches
8 x 1.5 = 12
CRR = 12 feet

DBH x 1.5 = RITICAL ROOT RADIUS FOR OLDER, UNHEALTHY OR SENSITIVE SPECIES

OR

DBH x 1.0 = CRITICAL ROOT RADIUS FOR YOUNGER, HEALTHY OR TOLERANT SPECIES



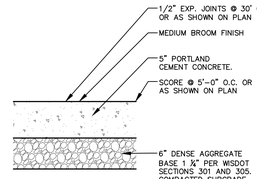


NOTE:
1. CONTRACTOR SHALL INSTALL TREE PROTECTION FENCING IN THE AREA SURROUNDING THE TREE WITHIN THE CRITICAL ROOT RADIUS
2. NO EXCAVATION IS PERMITTED WITHIN THE CRITICAL ROOT RADIUS
3. IF EXCAVATION WITHIN THE CRITICAL ROOT RADIUS OF ANY TREE IS NECESSARY, CONTRACTOR SHALL CONTACT CITY FORESTER PRIOR TO EXCAVATION TO ASSESS THE IMPACT TO THE TREE AND ROOT SYSTEM.

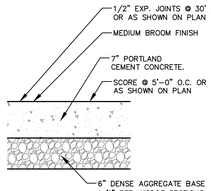
TREE PROTECTION DETAIL

N.T.S.

REV. 01-04-2019



CONCRETE SIDEWALK SECTION



COMMERCIAL ENTRANCE CONCRETE SECTION

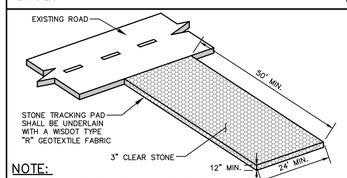
GENERAL NOTES:

1. REFER TO PAVEMENT RECOMMENDATIONS IN THE GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY **CGC INC** DATED **[DATE]**. IF THERE ARE ANY DISCREPANCIES BETWEEN THIS DETAIL AND THE PAVEMENT RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL INVESTIGATION REPORT, THE GEOTECHNICAL REPORT SHALL GOVERN.
2. WSDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, INCLUDING SUPPLEMENTAL SPECIFICATIONS, COMPACTION REQUIREMENTS:
   - BITUMINOUS CONCRETE: REFER TO SECTION 460-3.
   - BASE COURSE: REFER TO SECTION 301.3.4.2, STANDARD COMPACTION.

PAVEMENT SECTIONS

N.T.S.

REV. 7-01-2019

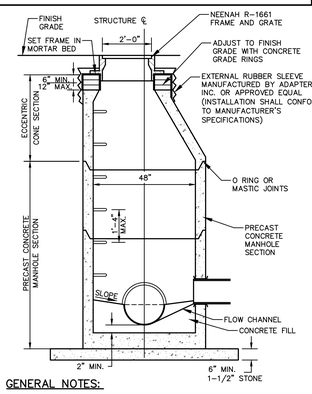


NOTE:
- CONTRACTOR TO VERIFY LOCATION WITH OWNER.
- MANUFACTURED TRACKOUT MATS ARE AN ACCEPTABLE ALTERNATIVE PER WDNR TECHNICAL STANDARD 1057.

CONSTRUCTION ENTRANCE

N.T.S.

REV. 04-24-2024



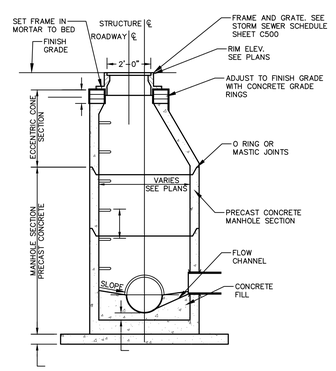
GENERAL NOTES:

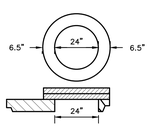
1. MANHOLE CONSTRUCTION TO MEET REQUIREMENTS OF ASTM C478.
2. JOINTS SHALL BE WATERTIGHT. USE BUTYL RUBBER GASKET.
3. USE MORTAR FOR PIPE CONNECTIONS.
4. ALL MANHOLES SHALL HAVE RUBBER CHIMNEY BOOT SEALS.

SANITARY SEWER MANHOLE

N.T.S.

REV. 12-6-2018





FLAT TOP SLAB

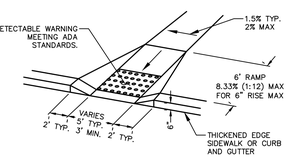
GENERAL NOTES:

1. MANHOLE CONSTRUCTION TO MEET REQUIREMENTS OF ASTM C478.
2. PROVIDE FLAT TOP SLAB FOR MANHOLES 5' OR LESS IN DEPTH. FLAT TOP SLABS TO BE IN-BELL TYPE.
3. JOINTS SHALL BE WATERTIGHT. USE BUTYL RUBBER GASKET.
4. USE MORTAR FOR PIPE CONNECTIONS.
5. ECCENTRIC CONE SECTION OF MANHOLE TO BE SET OUTSIDE OF VEHICULAR WHEEL PATH NEAR ℄ ROADWAY.

STORM MANHOLE

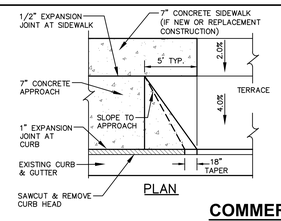
N.T.S.

REV. 12-07-2018

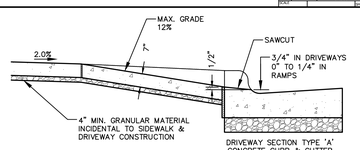


ADA ACCESSIBLE RAMP - INLINE

N.T.S.



PLAN

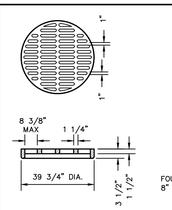


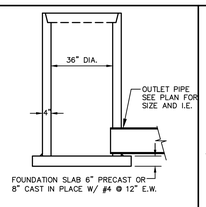
SECTION

COMMERCIAL ENTRANCE

N.T.S.

REV. 2-12-2021





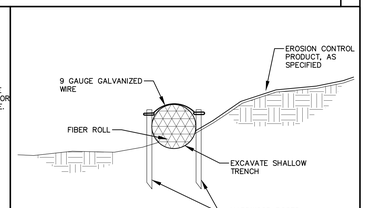
GENERAL NOTES:

1. GRATE SHALL BE IN BELL FITTING TO THE PRECAST STRUCTURE SPECIFICATIONS
2. GRATES SHALL BE AASHTO H20 LOAD RATED
3. GRATE SHALL SET FLUSH WITH TOP OF CATCH BASIN BELL
4. PRECAST REINFORCED CONCRETE CATCH BASIN IS MANUFACTURED TO MEET ASTM C-478 AND AASHTO M199 SPECIFICATIONS
5. STANDARD CATCH BASIN BARREL HEIGHTS: 0'-6", 1'-0", 2'-0", 3'-0" AND 4'-0"
6. STOCK 36" DIA. CATCH BASINS AVAILABLE WITH OR WITHOUT A 6" THICK INTEGRAL BASE OR AS SPECIFIED
7. CATCH BASIN JOINT MATERIAL: CONSEAL CS-102 AND/OR CS-202 AS MANUFACTURED BY CONCRETE SEALANTS INC., WHICH MEETS OR EXCEEDS REQUIREMENTS OF FEDERAL SPECIFICATION SS-S-210 (210A), AASHTO M-198B AND ASTM C-990
8. PIPE TO CATCH BASIN CONNECTORS: KOR-N-SEAL AS MANUFACTURED BY NPC INC., WHICH MEETS OR EXCEEDS REQUIREMENTS OF ASTM C-923

36" DIAMETER STORM INLET

N.T.S.

REV. 12-7-2018



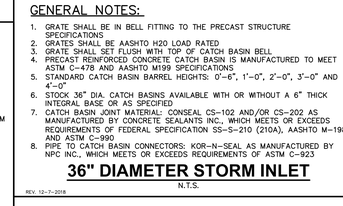
GENERAL NOTES:

1. EXCAVATE A SHALLOW TRENCH SLIGHTLY BELOW BASEFLOW OR A 4" TRENCH ON SLOPE CONTOURS.
2. PLACE THE ROLL IN THE TRENCH AND ANCHOR WITH 2" X 2" POSTS PLACED ON BOTH SIDES OF THE ROLL AND SPACED LATERALLY ON 2' TO 4' CENTERS. TRIM THE TOP OF THE POSTS EVEN WITH THE EDGE OF THE ROLL, IF NECESSARY.
3. NOTCH THE POSTS AND TIE TOGETHER, ACROSS THE ROLL, WITH 9 GAUGE GALVANIZED WIRE OR 1/8" DIAMETER BRAIDED NYLON ROPE.
4. PLACE SOIL EXCAVATED FROM THE TRENCH BEHIND THE ROLL AND HAND TAMP. PLANT WITH SUITABLE HERBACEOUS OR WOODY VEGETATION AS SPECIFIED.

FIBER SILT SOCK

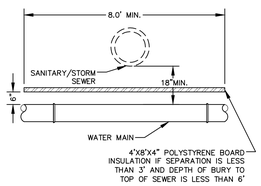
N.T.S.

REV. 12-7-2018



NOTE:
AT CROSSING, ONE FULL 18 FOOT LENGTH OF WATER MAIN SHALL BE CENTERED ON THE SEWER. MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 8 FEET, OR AS SPECIFIED BY VILLAGE.

WATER MAIN OVER SANITARY/STORM SEWER

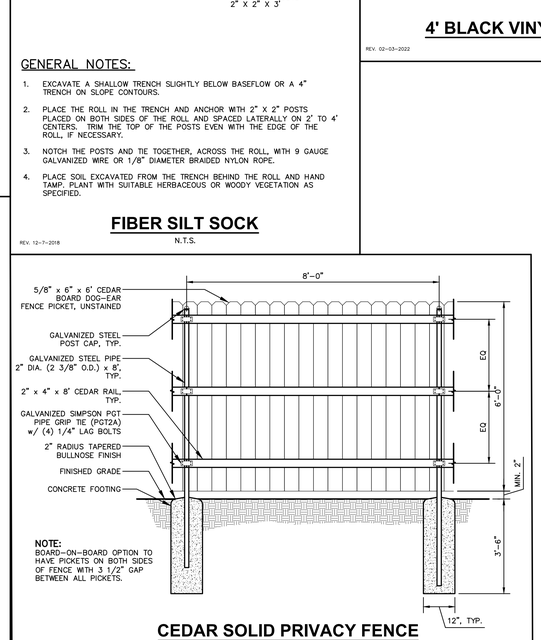


SANITARY/STORM SEWER OVER WATER MAIN

SEWER - WATER MAIN SEPARATION

N.T.S.

REV. 7-01-2019

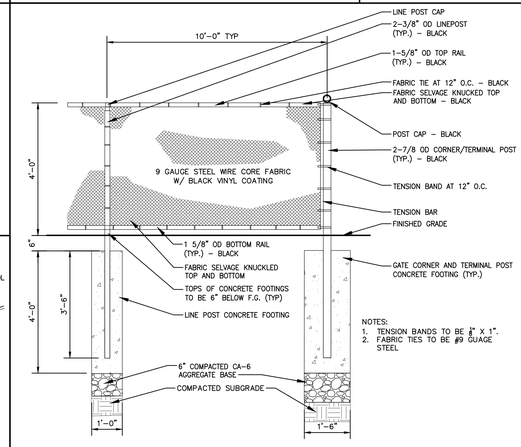


NOTE:
BOARD-ON-BOARD OPTION TO HAVE PICKETS ON BOTH SIDES OF FENCE WITH 3 1/2" GAP BETWEEN ALL PICKETS.

CEDAR SOLID PRIVACY FENCE

N.T.S.

REV. 06-21-2019



NOTES:
1. TENSION BANDS TO BE ¾" X 1".
2. FABRIC TIES TO BE #9 GUAGE STEEL

4' BLACK VINYL COATED CHAIN LINK FENCE

N.T.S.

REV. 02-03-2022

JSD
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jsdinc.com
MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:
UNIVERSITY 3000, LLC

CLIENT ADDRESS:
1741 COMMERCIAL AVENUE
MADISON, WI 53704

PROJECT:
UNIVERSITY 3000 MIXED-USE

PROJECT LOCATION:
3535 UNIVERSITY AVENUE
MADISON, WI 53705

NOT FOR CONSTRUCTION

PLAN MODIFICATIONS:

#	Date:	Description:
1	03.17.2025	LAND USE AND UDC SUBMITTAL
2	07.18.2025	SITE PLAN VERIFICATION
3	08.18.2025	PERMIT SET
4	08.29.2025	PERMIT SET
5	09.04.2025	DOORWAYS
6		
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14		
15		

Designed By: CHG
Reviewed By: ACG
Approved By: ACG

SHEET TITLE:
DETAILS

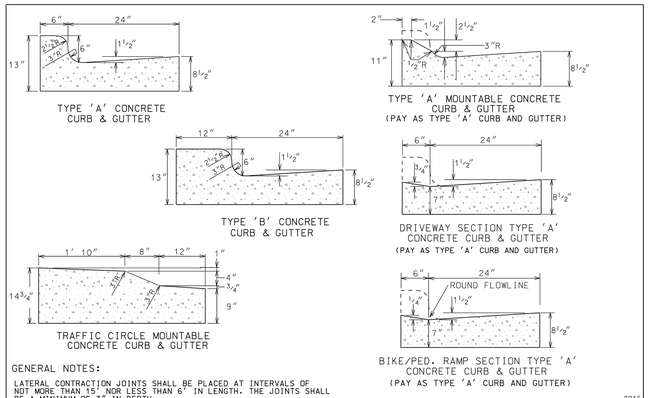
SHEET NUMBER:
C600

JSD PROJECT NO: 24-14962

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Toll Free (800) 242-8511

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File: \\JSDINC\projects\2024\24-14962\DWG\Civil Sheets\24-14962 - ConDocs.dwg Layout: C600 User: caleb.femrite Plotted: Sep 04, 2025 - 2:52pm Xref's:



3.06

GENERAL NOTES:

LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15' NOR LESS THAN 6' IN LENGTH. THE JOINTS SHALL BE A MINIMUM OF 3" IN DEPTH

EXPANSION JOINTS SHALL BE PLACED TRANSVERSLY AT RADIUS POINTS ON CURVES OF RADIUS 200' OR LESS. AND AT ANGLE POINTS. OR AS DIRECTED BY THE ENGINEER. THE EXPANSION JOINT SHALL BE A ONE PIECE ASPHALTIC MATERIAL HAVING THE SAME DIMENSIONS AS CURB & GUTTER AT THAT STATION AND BE ½" THICK.

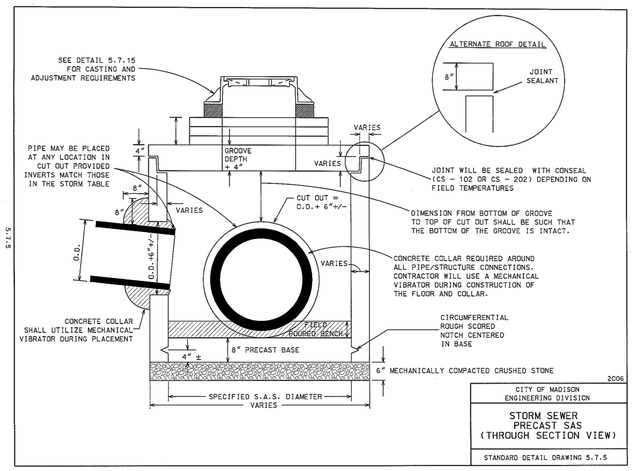
IN ALL CASES. CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE

2016

CITY OF MADISON ENGINEERING DIVISION

MADISON STANDARD CONCRETE CURB & GUTTER

STANDARD DETAIL DRAWING 3.06



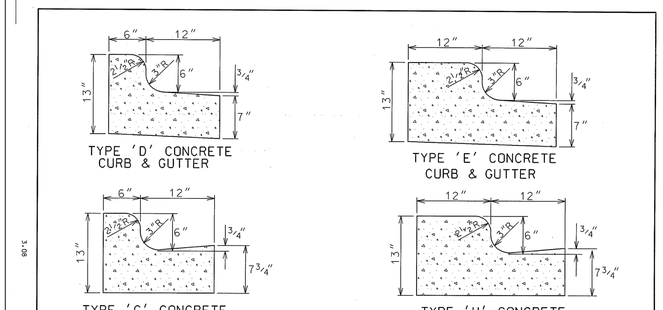
5.7.5

2006

CITY OF MADISON ENGINEERING DIVISION

STORM SEWER PRECAST SAS (THROUGH SECTION VIEW)

STANDARD DETAIL DRAWING 5.7.5



3.08

GENERAL NOTES:

LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15' NOR LESS THAN 6' IN LENGTH. THE JOINTS SHALL BE A MINIMUM OF 3" IN DEPTH

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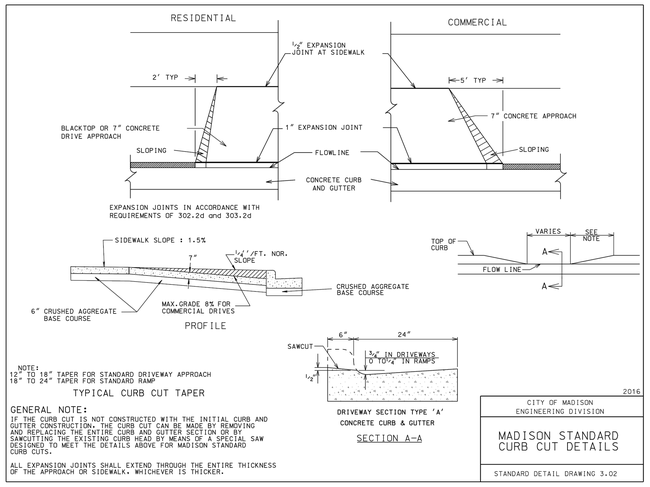
IN ALL CASES. CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE

2004

CITY OF MADISON ENGINEERING DIVISION

MADISON STANDARD CONCRETE CURB & GUTTER

STANDARD DETAIL DRAWING 3.08



3.02

GENERAL NOTE:

IF THE CURB CUT IS NOT CONSTRUCTED WITH THE INITIAL CURB AND GUTTER CONSTRUCTION, THE CURB CUT CAN BE MADE BY REMOVING AND REPLACING THE ENTIRE CURB AND GUTTER SECTION OR BY SAWCUTTING THE EXISTING CURB HEAD BY MEANS OF A SPECIAL SAW DESIGNED TO MEET THE DETAILS ABOVE FOR MADISON STANDARD CURB CUTS.

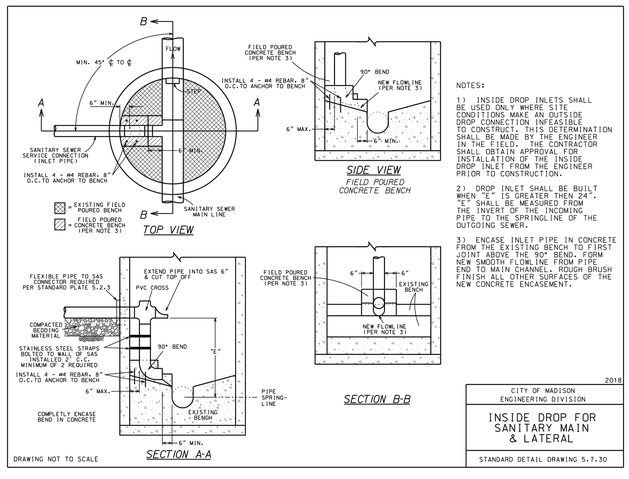
ALL EXPANSION JOINTS SHALL EXTEND THROUGH THE ENTIRE THICKNESS OF THE APPROACH OR SIDEWALK. WHICHEVER IS THICKER.

2016

CITY OF MADISON ENGINEERING DIVISION

MADISON STANDARD CURB CUT DETAILS

STANDARD DETAIL DRAWING 3.02



5.7.30

2018

CITY OF MADISON ENGINEERING DIVISION

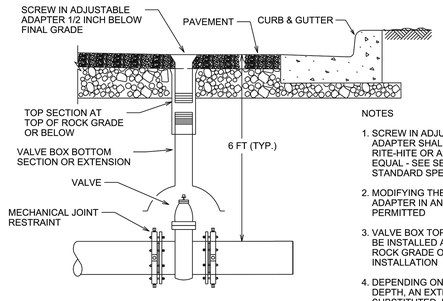
INSIDE DROP FOR SANITARY MAIN & LATERAL

STANDARD DETAIL DRAWING 5.7.30

PART VII - WATER MAINS AND SERVICE LATERALS

DETAIL DRAWING NO. **7.08**

REVISED: 12/2019



NOTES

1. SCREW IN ADJUSTABLE ADAPTER SHALL BE RITE-HITE OR APPROVED EQUAL - SEE SECTION 702 STANDARD SPECS
2. MODIFYING THE VALVE BOX OR ADAPTER IN ANY WAY IS NOT PERMITTED
3. VALVE BOX TOP SECTION SHOULD BE INSTALLED AT TOP OF ROCK ROCK GRADE OR BELOW AT INITIAL INSTALLATION
4. DEPENDING ON WATER MAIN DEPTH, AN EXTENSION MAY BE SUBSTITUTED FOR BOTTOM SECTION TO ACHIEVE CLEARANCE FOR SCREW TYPE ADAPTER

CITY OF MADISON WATER UTILITY	NOT TO SCALE	TYPICAL VALVE & BOX INSTALLATION

City of Madison Standard Specifications for Public Works Construction

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MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

CLIENT:
UNIVERSITY 3000, LLC

CLIENT ADDRESS:
1741 COMMERCIAL AVENUE MADISON, WI 53704

PROJECT:
UNIVERSITY 3000 MIXED-USE

PROJECT LOCATION:
3535 UNIVERSITY AVENUE MADISON, WI 53705

NOT FOR CONSTRUCTION

PLAN MODIFICATIONS:

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Designed By: CHG
Reviewed By: ACG
Approved By: ACG

SHEET TITLE:
DETAILS

SHEET NUMBER:
C601

JSD PROJECT NO: 24-14962

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File: \\JSDINC\projects\2024\24-14962\CIVIL\Sheets\24-14962 - ConDocs.dwg Layout: C601 User: caleb.femrite Plotted: Sep 04, 2025 - 2:52pm Xref's:

City of Madison

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

Master

File Number: 89938

File ID:	89938	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/10/2025
File Name:	Accepting stormwater management improvements constructed by Private Contract In Sugar Maple – Phase 1, Private Contract No. 2317.			**Final Action:**	

Title: Accepting stormwater management improvements constructed by Private Contract In Sugar Maple - Phase 1, Private Contract No. 2317 (District 1).

Notes: Amy Kemp

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	2317 Pond Greenway Schedule A.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	jjohnson@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/10/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89938

Fiscal Note

No City Funds required. Private contract.

Title

Accepting stormwater management improvements constructed by Private Contract In Sugar Maple - Phase 1, Private Contract No. 2317 (District 1).

Body

WHEREAS, Sugar Maple Madison, LLC, has satisfactorily completed the installation of stormwater management improvements by private contract, in accordance with the City of Madison Standard Specifications for Public Works Construction, in: Sugar Maple - Phase 1.

NOW, THEREFORE, BE IT RESOLVED

1. That said stormwater management improvements be and are hereby accepted.

2. That said stormwater management improvements are hereby assigned to the Madison Storm Water Utility for ownership and maintenance and that the attached Schedule "A" representing the actual cost of construction of these improvements shall be reflected in the Madison Storm Water Utility's "Utility Plant In Service".

Increase in Total Plant Value per Schedule “A” $318,396.59.

STORM SEWER PLANT VALUE
(Schedule 'A' / Detention Pond)

Sugar Maple - Phase 1
OL 2
10100

STRUCTURES

Description	Quantity	Unit	Unit Cost	Total Cost
OL 2 Retention Basin	1	LS		$ 87,111.00
Engineering @ 12%				$ 10,453.32
Total Cost				$ 97,564.32
12" RCP AE	16	LF	$ 33.00	$ 528.00
Engineering @ 12%				$ 63.36
Total Cost			$ 36.96	$ 591.36
12" AE	2	EA	$ 1,500.00	$ 3,000.00
Engineering @ 12%				$ 360.00
Total Cost			$ 1,680.00	$ 3,360.00
34x53 HERCP	36	LF	$ 150.00	$ 5,400.00
Engineering @ 12%				$ 648.00
Total Cost			$ 168.00	$ 6,048.00
34x53 AE	1	EA	$ 2,500.00	$ 2,500.00
Engineering @ 12%				$ 300.00
Total Cost			$ 2,800.00	$ 2,800.00
Detention Pond Grading and seeding				
Engineering @ 12%				
Total Cost				
PVC COATED GABION				
Engineering @ 12%				
Total Cost				
Engineering @ 12%				
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Engineering @ 12%				
Total Cost				
Engineering @ 12%				
Total Cost				
GRAND TOTAL COST	**$ 318,396.59**			$ 110,363.68

Prepared By: aek
Date: 9/2/2025

STORM SEWER PLANT VALUE
(Schedule 'A' / Greenways)

Sugar Maple - Phase 1
OL 1 Greenway
10100

CITY DRAINAGE SYSTEM

PRIMARY NAME: LBMC Greenway

SECONDARY NAME: Cherry Blossom Drive Section

GREENWAYS

Description	Quantity	Unit	Unit Cost	Total Cost LAND	Total Cost IMPROVEMENT
OL1 Greenway	1	LS			$ 52,041.67
Engineering @ 12%					$ 6,245.00
Total Cost					$ 58,286.67
Engineering @ 12%					
Total Cost				

STORM SEWER PLANT VALUE

(Schedule 'A' / Storm Pipes)

Sugar Maple - Phase 1

10100

PIPES

Description	Quantity	Unit	Unit Cost	Total Cost
OL 2 Infiltration Basin	1	LS		$ 128,602.00
Engineering @ 12%				$ 15,432.24
Total Cost				$ 144,034.24
36" RCP	20	LF	$ 55.00	$ 1,100.00
Engineering @ 12%				$ 132.00
Total Cost			$ 61.60	$ 1,232.00
36" AE	2	EA	$ 2,000.00	$ 4,000.00
Engineering @ 12%				$ 480.00
Total Cost			$ 2,240.00	$ 4,480.00
36" RCP				
Engineering @ 12%				
Total Cost				
Engineering @ 12%				
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Engineering @ 12%				
Total Cost				
GRAND TOTAL COST				$ 149,746.24

Prepared By: aek

Date: 9/2/2025

City of Madison

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

Master

File Number: 89944

File ID:	89944	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/10/2025
File Name:	Authorizing the Mayor and Clerk to enter into a Future Phase Developer Agreement required for the conditional approval Certified Survey Map to serve the 102 S Sprecher Road CSM, Private Contract No. 9693			**Final Action:**	

Title: Authorizing the Mayor and Clerk to enter into a Future Phase Developer Agreement required for the conditional approval Certified Survey Map to serve the 102 S Sprecher Road CSM, Private Contract No. 9693 (District 3).

Notes: Brenda Stanley

Sponsors:	BOARD OF PUBLIC WORKS	**Effective Date:**	
Attachments:	9693 Exhibit 102 CSM SSR Future.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	jjohnson@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/10/2025	Refer	BOARD OF PUBLIC WORKS	09/17/2025	09/17/2025	
	Action Text: This Resolution was Refer to the BOARD OF PUBLIC WORKS due back on 9/17/2025						
1	BOARD OF PUBLIC WORKS	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Stern, seconded by Ald. Lankella, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89944

Fiscal Note

No City Funds required. Private contract.

Title

Authorizing the Mayor and Clerk to enter into a Future Phase Developer Agreement required for the conditional approval Certified Survey Map to serve the 102 S Sprecher Road CSM, Private Contract No. 9693 (District 3).

Body

WHEREAS, the developer, Sprecher Apartments, LLC, has received the City of Madison's conditional approval to create a one-lot certified survey map to include one out-lot and dedication of public right of way of the property located at 102 S Sprecher Road, and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances requires the developer to install the public improvements necessary to serve the subdivision; and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances allows the developer to install the improvements in construction phases provided that a Declaration of Conditions, Covenants, and Restrictions is executed for those lots included in future construction phases until such time as surety is provided to the City to guarantee the installation of the public improvements to serve said lots; and,

WHEREAS, the developer proposes to provide public improvements to serve the Subdivision in future construction phases.

1. That the Mayor and City Clerk are hereby authorized and directed to execute a Future Phase Contract For the Construction of Public Improvements That Will be Accepted by the City of Madison for 102 S Sprecher Road CSM - Future Phase, with Sprecher Apartments, LLC., or designee with the approval of the City Engineer.

2. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.

3. The developer shall be permitted to assign this contract with the approval of the City Engineer, and in a form to be approved by the City Attorney.

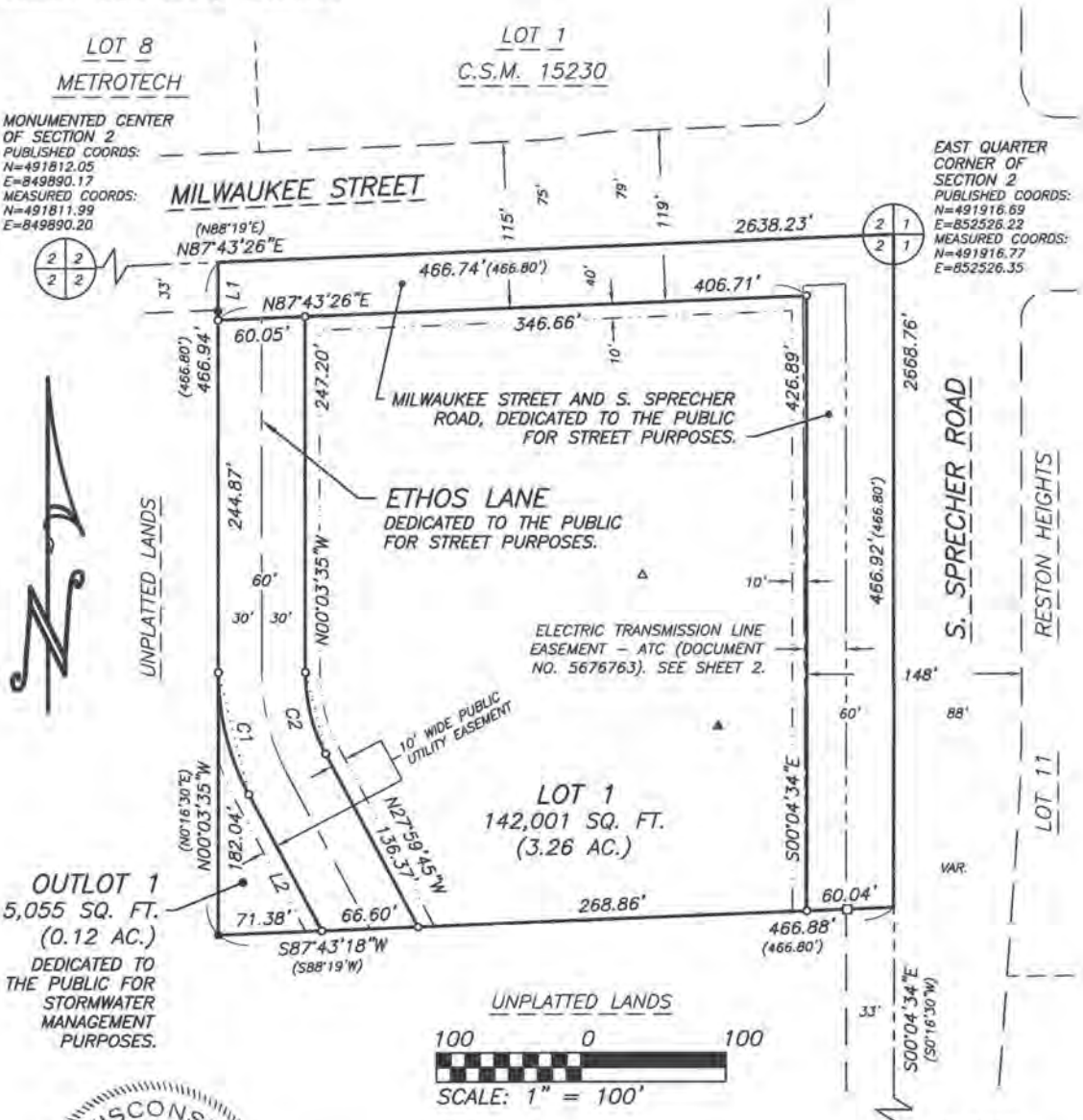
102 S Sprecher Road CSM – Future Phase
Contract 9693
Project 15949
Developer: Sprecher Apartments, LLC



The Developer, Sprecher Apartments, LLC, has been conditionally approved for a one-lot certified survey map for the property located at 102 S Sprecher Road. This is a Future Phase developer agreement required for City sign-off of the pending certified survey map of this property which is located in the southwest intersection of Milwaukee Street and S Sprecher Road. Public improvements including public streets, utilities and stormwater management will not be designed or constructed as part of this developer agreement but shall be completed with a separate future developer agreement. The contract for the plans and specifications shall come before Board of Public Works and Common Council for future approval.

CERTIFIED SURVEY MAP NO. _____

Part of the Northeast 1/4 of the Southeast 1/4 of Section 2, Town 7 North, Range 10 East, City of Madison, Dane County, Wisconsin.



WISCONSIN
JAMES M. BAKER
S-2530
NEW GLARUS
WI
LAND SURVEYOR

November 17, 2024

LINE	BEARING	DISTANCE
L1	N00°03'35"W	40.03'
L2	N27°59'45"W	107.47'

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	180.00'	87.76'	27°56'10"	86.90'	N14°01'40"W
C2	120.00'	58.51'	27°56'10"	57.93'	N14°01'40"W

PREPARED FOR:
Sprecher Apartments LLC
c/o Andy Crooks
1910 Hawks Ridge Drive, Suite 322
Verona, WI 53593
(608) 469-2520

JOB NO. 21223
POINTS 21223
DRWG. 21223_4
DRAWN BY JMB

SHEET 1 OF 4

TALARCZYK
LAND SURVEYS
517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyksurveys.com

City of Madison

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

Master

File Number: 86239

File ID:	86239	**File Type:**	License	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Clerk's Office
				File Created Date :	11/20/2024
File Name:				**Final Action:**	

Title: Report of Operator License Applications October 7, 2025. See attached report for list of operators.

Notes:

Sponsors:		**Effective Date:**	
Attachments:	New Operators	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	echristianson@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	11/20/2024	RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER				

Action Text: This License was RECOMMEND TO COUNCIL TO GRANT - REPORT OF OFFICER

Text of Legislative File 86239

Title

Report of Operator License Applications October 7, 2025. See attached report for list of operators.

Police Review - Submit to Council

Holder Name	License
Aliu, Glory Oluwatobi	LICOPR-2025-00861
Anthony, Angela M	LICOPR-2025-00853
Cho, Grace Song	LICOPR-2025-00832
Cucinotta, Kendall A	LICOPR-2025-00846
GRATZ, LINDSAY	LICOPR-2025-00858
HOWARD, AUSTIN Z	LICOPR-2025-00828
JAYASEKARA, WALGAMA R	LICOPR-2025-00844
Keeler, Kelliann Chelsea	LICOPR-2025-00830
Lapke, Amee	LICOPR-2025-00829
Lopez, Joanna	LICOPR-2025-00817
MARTINEZ, MICHAEL L	LICOPR-2025-00841
MASSEY, DANIEL J L	LICOPR-2025-00860
McHugh, Sinéad Angela	LICOPR-2025-00849
McKinney, Madison	LICOPR-2025-00826
Messana, Linda D	LICOPR-2025-00833
Mujica, Andrea Z	LICOPR-2025-00825
Oliver, Jason Tait	LICOPR-2025-00834
Perry, Emma J	LICOPR-2025-00831
PRIMAERA PAULINO, JUAN CARLOS	LICOPR-2025-00857
Russum, Kristina J	LICOPR-2025-00859
Slaymaker, Emma J	LICOPR-2025-00843
Sweet, Kally Madison	LICOPR-2025-00835
Thornberry, Blake	LICOPR-2025-00855
Villasana, Nicole	LICOPR-2025-00838
Wells, Josephina	LICOPR-2025-00854
Zacharias, Jacob K	LICOPR-2025-00851
ZAPATA, JULIANA	LICOPR-2025-00827
zarinana, yescenia isabel	LICOPR-2025-00842
Zimmerman, Daniel	LICOPR-2025-00856

City of Madison

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

Master

File Number: 87483

File ID:	87483	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL EXECUTIVE COMMITTEE
				File Created Date :	03/05/2025
File Name:	Adopting the Updated Elected and Appointed Official Code of Ethical Conduct			**Final Action:**	

Title: Adopting the Updated Elected and Appointed Official Code of Ethical Conduct

Notes:

Sponsors: Bill Tishler

Effective Date:

Attachments: PROPOSED: Updated Elected and Appointed Official Code of Ethical Conduct3.pdf, IN EFFECT: Elected and Appointed Official Code of Ethical Conduct Updated 7-2-24.pdf, BPW Presentation Elected and Appointed Official Code of Ethical Conduct.pdf, Updated Presentation Elected and Appointed Official Code of Ethical Conduct.pdf, Updated 7-17-25 Elected and Appointed Official Code of Ethical Conduct.pdf, BCC Code of Conduct Feedback Notes.pdf, Draft for Discussion Code of Expected Conduct - Govindarajan Alternate.pdf, Public Comment re_ 87483.pdf

Enactment Number:

Author: Alder Nasra Wehelie

Hearing Date:

Entered by: kkapusta-pofahl@cityofmadison.com

Published Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Office	03/05/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Common Council Executive Committee (3/25/25), Common Council (3/25/25)					
1	COMMON COUNCIL	03/11/2025	Refer	COMMON COUNCIL EXECUTIVE COMMITTEE			Pass
	Action Text:	A motion was made by Figueroa Cole, seconded by Duncan, to Refer to the COMMON COUNCIL EXECUTIVE COMMITTEE,. The motion passed by the following vote:					
	Notes:	Additional Referrals to Board Of Public Works (5/7/25), Plan Commission (5/12/25), Board Of Park Commissioners (5/14/25), Landmarks Commission					

(5/19/25), Madison Public Library Board (6/5/25), Equal Opportunities Commission (6/12/25), Police Civilian Oversight Board (6/18/25), Transportation Commission
(6/25/25), Affirmative Action Commission (7/3/25), Economic Development Committee (7/10/25), Alcohol License Review Committee (7/16/25), Disability Rights Commission (7/24/25), Common Council (8/5/25)

Ayes:	16	Michael E. Verveer; Regina M. Vidaver; Marsha A. Rummel; Nikki Conklin; Yannette Figueroa Cole; Bill Tishler; Tag Evers; Isadore Knox Jr.; Dina Nina Martinez-Rutherford; Jael Currie; Sabrina V. Madison; Charles Myadze; John P. Guequierre; John W. Duncan; Juliana R. Bennettand Derek Field
Noes:	2	MGR Govindarajanand Barbara Harrington-McKinney
Excused:	2	Nasra Wehelieand Amani Latimer Burris
Non Voting:	1	Satya V. Rhodes-Conway

1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	BOARD OF PUBLIC WORKS	
	Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	PLAN COMMISSION	05/12/2025
	Action Text: This Resolution was Referred to the PLAN COMMISSION				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	BOARD OF PARK COMMISSIONERS	06/11/2025
	Action Text: This Resolution was Referred to the BOARD OF PARK COMMISSIONERS				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	LANDMARKS COMMISSION	05/19/2025
	Action Text: This Resolution was Referred to the LANDMARKS COMMISSION				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	MADISON PUBLIC LIBRARY BOARD	06/05/2025
	Action Text: This Resolution was Referred to the MADISON PUBLIC LIBRARY BOARD				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	EQUAL OPPORTUNITIES COMMISSION	
	Action Text: This Resolution was Referred to the EQUAL OPPORTUNITIES COMMISSION				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	POLICE CIVILIAN OVERSIGHT BOARD	
	Action Text: This Resolution was Referred to the POLICE CIVILIAN OVERSIGHT BOARD				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	TRANSPORTATION COMMISSION	06/25/2025
	Action Text: This Resolution was Referred to the TRANSPORTATION COMMISSION				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	ALCOHOL LICENSE REVIEW COMMITTEE	07/16/2025
	Action Text: This Resolution was Referred to the ALCOHOL LICENSE REVIEW COMMITTEE				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	ECONOMIC DEVELOPMENT COMMITTEE	07/16/2025
	Action Text: This Resolution was Referred to the ECONOMIC DEVELOPMENT COMMITTEE				
1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	AFFIRMATIVE ACTION COMMISSION	09/04/2025
	Action Text: This Resolution was Referred to the AFFIRMATIVE ACTION COMMISSION				

1	COMMON COUNCIL EXECUTIVE COMMITTEE	03/12/2025	Referred	DISABILITY RIGHTS COMMISSION	08/28/2025	

Action Text: This Resolution was Referred to the DISABILITY RIGHTS COMMISSION

1	ALCOHOL LICENSE REVIEW COMMITTEE	03/19/2025	Table			Pass

Action Text: A motion was made by Verveer, seconded by Barushok, to Table. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	03/19/2025	Take Off The Table			Pass

Action Text: A motion was made by Barushok, seconded by Verveer, to Take Off The Table. The motion passed by voice vote/other.

1	ALCOHOL LICENSE REVIEW COMMITTEE	03/19/2025	Re-refer	ALCOHOL LICENSE REVIEW COMMITTEE	07/16/2025	Pass

Action Text: A motion was made by Verveer, seconded by Barushok, to Re-refer to the ALCOHOL LICENSE REVIEW COMMITTEE. The motion passed by voice vote/other.

1	BOARD OF PUBLIC WORKS	05/07/2025	Return to Lead with the Recommendation for Approval	Council Office		Pass

Action Text: A motion was made by Ald. Guequierre, seconded by Williams, to Return to Lead with the Recommendation for Approval to the Council Office. The motion passed by voice vote/other.

1	PLAN COMMISSION	05/12/2025	Return to Lead with the Recommendation for Approval	COMMON COUNCIL EXECUTIVE COMMITTEE		Pass

Action Text: A motion was made by Guequierre, seconded by Heck, to Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE. The motion passed by voice vote/other.

1	LANDMARKS COMMISSION	05/19/2025	Return to Lead with the Following Recommendation(s)	COMMON COUNCIL EXECUTIVE COMMITTEE		

Action Text: This Resolution was Returned to Lead with no comments from the commission.

Notes: The commission had no comments on the document.

1	MADISON PUBLIC LIBRARY BOARD	06/05/2025	Return to Lead with the Recommendation for Approval	COMMON COUNCIL EXECUTIVE COMMITTEE		Pass

Action Text: A motion was made by DeChant, seconded by Lovelace III, to Return to Lead with the Recommendation for Approval to the COMMON COUNCIL EXECUTIVE COMMITTEE. The motion passed by voice vote/other.

1	BOARD OF PARK COMMISSIONERS	06/11/2025	Return to Lead with the Recommendation for Approval	COMMON COUNCIL EXECUTIVE COMMITTEE		Pass

Action Text: Common Council Chief of Staff Kapusta-Pofahl gave an overview of the updated policy. This applies to both Park Commission and subcommittees.

Motion made by Harrington, seconded by McDonald, to RETURN TO LEAD WITH THE RECOMMENDATION FOR APPROVAL TO THE COMMON COUNCIL EXECUTIVE COMMITTEE. Motion passed by voice vote/other.

1	TRANSPORTATION COMMISSION	06/25/2025	Return to Lead with the Recommendation for Approval	COMMON COUNCIL EXECUTIVE COMMITTEE		Pass

Action Text: Common Council Chief of Staff Karen Kapusta-Pofahl provided verbal reports and was available for questions.

Olson moved to Return to Lead with the Recommendation for Approval, seconded by Webber. The motion passed by voice vote/other.

After this item, the meeting went to ITEM 3.

1	ECONOMIC DEVELOPMENT COMMITTEE	07/16/2025	Return to Lead with the Following Recommendation(s)	COMMON COUNCIL	

Action Text: Duncan gave an overview of the Code of Ethical Conduct followed by questions and comments from members. A motion was made by Bulgrin seconded by Liggon to return to lead with the recommendation to adopt with the following recommendations:
1. That it stay a living document
2. That it is made available to the public
The motion passed unanimously by voice vote. Madison was absent at the time of the vote.

Notes: A motion was made by Bulgrin seconded by Liggon to return to lead with the recommendation to adopt with the following recommendations:
1. That it stay a living document
2. That it is made available to the public
The motion passed unanimously by voice vote. Madison was absent at the time of the vote.

1	ALCOHOL LICENSE REVIEW COMMITTEE	07/16/2025	Return to Lead with the Recommendation for Approval	COMMON COUNCIL	Pass

Action Text: A motion was made by Farley, seconded by Carter, to Return to Lead with the Recommendation for Approval to the COMMON COUNCIL. The motion passed by voice vote/other. Figueroa Cole abstains.

Recommendation to Add terminology regarding culture and speaking to members of the media.

Notes: Add terminology regarding culture and speaking to members of the media.

1	COMMON COUNCIL	08/05/2025	Re-refer	COMMON COUNCIL EXECUTIVE COMMITTEE	Pass

Action Text: A motion was made by Govindarajan, seconded by Guequierre, to Re-refer to the COMMON COUNCIL EXECUTIVE COMMITTEE. The motion passed by voice vote/other.

1	EQUAL OPPORTUNITIES COMMISSION	08/14/2025	Return to Lead with the Recommendation for Common Council to Adopt		Pass

Action Text: Commissioner Klebba made a motion to approve two with general changes; 1. define the acronym BCC and be clear in the language when referring to appointed official and BCC member and make corrections throughout the document and 2. provide a clear link to the City of Madison website for public civilians to review the Alder's Code of Conduct to make complaints on Alder's behavior and lack of conduct. It was seconded by Commissioner Ketcham. The vote was unanimous.

Return to Lead with Recommendation for Common Council to Adopt

Notes: Commissioner Klebba made a motion to approve two with general changes; 1. define the acronym BCC and be clear in the language when referring to appointed official and BCC member and make corrections throughout the document and 2. provide a clear link to the City of Madison website for public civilians to review the Alder's Code of Conduct to make complaints on Alder's behavior and lack of conduct. It was seconded by Commissioner Ketcham. The vote was unanimous.

1	POLICE CIVILIAN OVERSIGHT BOARD	08/20/2025	Return to Lead with the Recommendation for Common Council to Adopt	COMMON COUNCIL EXECUTIVE COMMITTEE	Pass

Action Text: A motion was made by Rearick, seconded by Calmese, to Return to Lead with the Recommendation for Common Council to Adopt. The motion passed unanimously.

1	DISABILITY RIGHTS COMMISSION	08/28/2025	Return to Lead with the Following Recommendation(s)	COMMON COUNCIL EXECUTIVE COMMITTEE

Action Text: Kapusta-Pofahl led the discussion.

Feedback submitted via email -

• Wendi: I felt that it was fairly straightforward and I don't have any changes.
• Nakia: I was impressed by the ethics code's presentation. I do have a concern pertaining to the reversal of unethical behaviors from non-appointed and non-elected politicians. How can we ensure that we will not be bullied, harassed, and targeted by people who think we have money or can provide them with favors. In addition, what can stop someone or groups of people from telling lies on appointed and elected officials to get them removed from their seats or in trouble with the law? How can we ensure that we are protected?
• Kathleen: Changes to the Code of Conduct should never be taken lightly or done hastily as they need to be done thoughtfully and as a response to the changing times and needs of the city, not only as a reaction to a particular incident. The proposed changes are clearly meant to foster a safe and respectful environment to conduct the important work of the city. Having heard the presentation and read the proposed updates to the Code of Ethical Conduct again I can say that I support these changes.

Notes: Disability Rights Commission considered file 87483 at the meeting of August 28, 2025. No action was taken.

1	AFFIRMATIVE ACTION COMMISSION	09/04/2025	Return to Lead with the Following Recommendation(s)	COMMON COUNCIL EXECUTIVE COMMITTEE

Action Text: Alder Duncan presented the proposed changes.

A motion was made by Commissioner Moze, seconded by Commissioner Mathews, to approve the revisions to the code of conduct. The motion passed by voice/other.

Notes: A motion was made by Commissioner Moze, seconded by Commissioner Mathews, to approve the revisions to the code of conduct. The motion passed by voice/other.

1	COMMON COUNCIL EXECUTIVE COMMITTEE	09/16/2025	RECOMMEND TO COUNCIL TO RE-REFER - REPORT OF OFFICER		Pass

Action Text: A motion was made by Tishler, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO RE-REFER - REPORT OF OFFICER to the 10/28/25 Common Council Executive Committee meeting and the 11/25/25 Common Council meeting. The motion passed by voice vote/other.

Notes: Recommend to re-refer to the 10/28/25 CCEC meeting and the 11/25/25 Council meeting.

Text of Legislative File 87483

Fiscal Note

No City appropriation required.

Title

Adopting the Updated Elected and Appointed Official Code of Ethical Conduct

Body

WHEREAS, the City of Madison's vision is Inclusive, Innovative, and Thriving; and,

WHEREAS, the City of Madison is committed to equity, diversity, inclusion, equal employment and participatory government for all; and,

WHEREAS, the goal of our policy is for City work and meeting environments to be inclusive, equitable, and free of harassment, discrimination, and retaliation; and,

WHEREAS, we expect all members of the Common Council, the Mayor, and members of City

Boards, Commissions, and Committees to treat their colleagues, City employees and members of the public in a welcoming, inclusive, fair, respectful, and equitable manner; and,

WHEREAS, in 2023, the Common Council passed RES-23-0000 adopting the Elected and Appointed Official Code of Ethical Conduct; and,

WHEREAS, in 2024, the Common Council passed RES-24-00450 adopting the Sexual Harassment Appendix to the Elected and Appointed Official Code of Ethical Conduct; and,

WHEREAS, the Updated Elected and Appointed Official Code of Ethical Conduct includes additional guidance on expected interactions between officials and members of the public, City staff, and the media; and,

WHEREAS, the Updated Elected and Appointed Official Code of Ethical Conduct also includes the procedure for censure of an alder for violation of the Code;

NOW, THEREFORE, BE IT RESOLVED that the Madison Common Council adopts the Updated Elected and Appointed Official Code of Ethical Conduct.

Elected and Appointed Official Code of Ethical Conduct (Updated)

The City of Madison and its elected and appointed officials (alders, mayor, and City board, commission, or committee members) share a commitment to ethical conduct and service to the city and its residents. In alignment with the City of Madison vision to be inclusive, innovative, and thriving, and its mission to provide the highest quality of service for our residents and visitors, City elected and appointed officials shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their position to bully, harass, or abuse others. Individuals with a wide variety of backgrounds, personalities, values, opinions, lived experiences and goals participate in the democratic process in Madison, whether on the Council, on a board, commission, or committee, or providing public comment at a Council meeting or City event.

It is vital to recognize that all Council members and BCC members choose to serve in public office and, therefore, have the obligation to preserve and protect the well-being of the community and its residents. In all cases, this common goal should be acknowledged, and elected and appointed officials must recognize that certain behavior is counterproductive, while other behavior will lead to success. Elected and appointed officials are expected to demonstrate, both publicly and privately, their honesty and integrity, and to be an example of appropriate and ethical conduct.

This Code is designed to communicate the expectation that City elected and appointed officials shall treat members of the public, City staff, and each other with respect and courtesy at all times. This policy is intended to promote an inclusive and positive work environment and working relationships and prevent unlawful discrimination.

Elected and Appointed Official Expected Conduct

This policy applies to all elected and appointed City officials and applies to any conduct or interaction that occurs at the workplace and at any location or on any platform that can be reasonably regarded as an extension of the workplace, including but not limited to the use of a telephone, voicemail, text messages, video meeting, and/or any social media or online platforms. City staff members, including department and division heads, are governed by APM 3-5 and APM 2-33.

City elected and appointed officials, in the performance of their duties, shall create and maintain a welcoming, respectful, and inclusive work environment and shall not engage in abusive, violent, bullying, harassing, discriminatory or other threatening or intimidating behavior or language. Bullying, harassment of, or discrimination against any person on the basis of any City protected class* status or statuses is expressly prohibited.

- **Bullying** is repeated, unwanted, aggressive physical or verbal behavior which hurts another individual, physically, mentally, or emotionally.

- **Harassment** is repeated or egregious unwelcome, intimidating, hostile or offensive actions, words, jokes or comments based on any protected class status or statuses.

- **Discrimination** is unfair treatment of an individual or members of a group based on their protected class status.

Bullying, harassment, and discrimination are demeaning to others and undermine the integrity of relationships. In the event that these shared objectives are not met, effort shall be taken to notify the individuals of the substance of the issue so that they can resolve it. Self-correction or informal resolution between parties in a timely manner is strongly encouraged, with formal sanctions only as a rare and last option if informal communication and resolution is unsuccessful.

Elected and Appointed Official Conduct with City Staff

Governance of the City relies on the cooperative efforts of elected and appointed officials who set and recommend policy and the City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

Council members and members of boards, commissions, and committees (BCCs) shall treat all staff as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable. Council and BCC members should refer to staff by their title or formal salutation followed by the individual's last name in public meetings when first introduced.

All employee performance issues shall be forwarded to the Mayor, the Human Resources Director or the employee's Department/Division Head through professional, private correspondence or conversation.

Elected and appointed officials shall not attempt to unethically influence or coerce City staff concerning either their actions or recommendations to Council.

Nothing in this section shall be construed, however, as prohibiting the Council or a BCC while in session from fully and freely discussing with or suggesting to Department Heads or City employees anything pertaining to City affairs or the interests of the City.

Elected and Appointed Official Conduct Toward Participants in Public Meetings

Making the public feel welcome is an important part of the democratic process and a City strategic objective is to increase desired public participation and diverse viewpoints. For many residents, speaking in front of the Council or a committee is a new and difficult experience. Elected and appointed officials are expected to treat members of the public with care and respect during public meetings by committing full attention to

the speakers or any materials relevant to the topic at hand. Questions directed to members of the public testifying should seek to clarify or expand information, not to insult or interrogate. All elected and appointed officials should convey to the public their respect and appreciation for the public's participation, input, and opinions.
In an instance where a member of the public addressing the body strays from the topic under consideration, exceeds their allotted speaking time, or exhibits behavior or language a Council or BCC member finds inappropriate, they may call point of order and request the issue be addressed.

Elected Official Conduct with the Media
When communicating with the media, elected and appointed officials should clearly differentiate between personal opinions and the official position of the City. Until a vote on any issue is taken, Council members' positions are merely their own.
Council or BCC members should not discuss personnel issues or other matters regarding individual City staff in the media.

Enforcement
Formal sanctions include formal censure by the Common Council or committee of one of its members, removal of a committee member from the body, or, in limited cases pursuant to Wis. Stat. § 17.001, removal of a Common Council member from office. Per state statute, alders and appointees to BCCs can only be removed by a vote of the Council for cause, meaning "inefficiency, neglect of duty, official misconduct or malfeasance in office."

Points of Order During Meetings
Violations of this Policy, when made during a chaired public meeting, may be noted promptly after their occurrence by raising a point of order and stating the violation or concern. The Council President or Chair of the meeting shall rule on the point of order, which does not need a second and is not debatable. The Chair's decision shall stand unless challenged and reversed by a majority vote of the members present and voting as an open session of the Common Council or BCC.

Communication and Reconciliation Between Council or BCC Members
Any Council or BCC member who feels a violation of this Policy has occurred during or outside of a public meeting may raise the issue privately with the other relevant member. Attempts should be made to resolve any issue in a professional, private manner. If unsuccessful, either member may ask for the assistance of the Common Council Chief of Staff or other appropriate City staff in mediating the issue or conflict.

Censure – Complaint Process and Action by Common Council
If the matter remains unresolved, the complaining Alder, City employee or community member may file a sworn written complaint with the City Clerk. The Clerk shall provide a copy of the complaint to the party alleged to be in violation. The Clerk shall provide a copy of the complaint to the Department of Civil Rights and Human Resources for review and possible further investigation or mediation, which will then provide a report on their findings to the Common Council Executive Committee.

Complaints shall first be heard by the Common Council Executive Committee, giving each party to the dispute the opportunity to be heard. If the Common Council Executive Committee, by a majority vote, so recommends, a Censure resolution shall be prepared by the City Attorney stating the findings as directed by the Committee.

If the Censure resolution is sponsored by at least two Alders, it shall be considered by the Common Council. Censure shall only be made upon a majority vote of the entire Common Council.

Elected or appointed City officials, upon entering office or being appointed as a BCC member, shall be provided a copy of this policy and shall acknowledge receipt. Failure to acknowledge receipt does not exempt an individual from the requirements of this policy.

The City shall offer trainings and other supports to promote an inclusive and welcoming environment and provide elected and appointed officials with resources to assist them in resolving any issues that may arise.

Please refer to MGO 3.35 Code of Ethics for regulations on additional aspects of conduct, such as conflicts of interest, use of public office, political activity, and receiving gifts and favors.

*City protected classes: age, arrest record, citizenship status, color, conviction record, credit history, disability, domestic partners, familial status, gender identity, genetic identity, HIV status, homelessness, less than honorable discharge from military, marital status, military/veteran status, national origin/ancestry, non-religious, physical appearance, political beliefs, race, religion, sex, sexual orientation, source of income, student status, unemployment, use or non-use of lawful products off the employer's premises during non-work hours

Appendix A

If a person has experienced or witnessed sexual harassment by an alder or member of a City board, commission or committee while such official is on City business, whether on or off City premises, including at City-sponsored events or other events which the alder or appointed individual attends in their official capacity, the Council encourages the following steps:

- If the person feels comfortable and safe, the person can address the matter informally with the alder or appointed individual.
- The person can report the matter to another alder; the alder will connect the person with the Common Council Chief of Staff.
- The person can contact the Council Chief of Staff; the Chief of Staff will connect the person with the appropriate personnel to report their claim.

Prohibited Conduct:

Examples of actions that could constitute sexual harassment include, but are not limited to:

- Preferential treatment in return for submitting to or engaging in sexual conduct
- Making derogatory or demeaning comments about someone's sexual orientation or gender identity (including but not limited to consistently misgendering an individual)
- Name-calling or using slurs with a gender/sexual connotation
- Making sexual comments about appearance, clothing or body parts
- Rating a person's sexuality
- Asking for sex or sexual conduct
- Asking a person for dates in a coercive manner, or repeatedly asking for a date after having been turned down
- Staring in a sexually suggestive manner
- Unwelcome touching, including pinching, patting, rubbing, or purposefully brushing up against a person, making inappropriate sexual gestures
- Unwelcome sharing of sexual or lewd anecdotes or jokes
- Unwelcome sending of sexually suggestive communications in any format
- Sharing or displaying sexually inappropriate images or videos in any format not necessary for work purposes
- Attempted or actual sexual assault

Reporting:

A person who feels that they have been harassed by an alder or an appointed individual while acting in their official capacity may report the matter to the organizer of the event or relevant meeting authority or the Council Office Chief of Staff. The organizer of the event or the meeting authority will be expected to take appropriate action by its applicable policies, regulations, and rules and shall notify the Council Office Chief of Staff.

Examples of appropriate action may include, but are not limited to:

- Requesting the perpetrator to stop the offending behavior immediately
- Conveying the complaint to the Council Office Chief of Staff

The Council Office Chief of Staff will connect the individual reporting the conduct with the Department of Civil Rights, Human Resources, and the City Attorney. After talking to the

complainant and, if different, the person who was the alleged subject of the sexual harassment, the Department of Civil Rights, the Human Resources Department, and the City Attorney will decide if an investigation or referral to any other agency is needed. Any action taken as a result of an investigation shall be under the applicable Federal, State or City law or applicable City procedure.

Debriefing:

If the Department of Civil Rights, Human Resources, and the City Attorney complete an investigation upon completion of their investigation they shall debrief the complainant, the respondent, the Council President and the Council Office Chief of Staff on the findings of the investigation.

Release of Summary of Findings or Related Documents:

After consideration of safety-related concerns and confidentiality needs related to the investigation, the Common Council President may issue a public summary of findings.

The City will ensure compliance with Wisconsin's Public Records Laws in release of any required documents, redacting such information as required by law.

Retaliation:

Threats, intimidation, or any other form of retaliation against a person who has made a complaint or provided information supporting a complaint are prohibited. An alder or appointed individual or any other entity responsible for Council events will take any reasonable and appropriate action to prevent and respond to retaliation per its applicable policy, regulations, and rules.

Elected and Appointed Official Code of Ethical Conduct

The City of Madison and its elected and appointed officials (alders, mayor, and City board, commission, or committee members) share a commitment to ethical conduct and service to the city and its residents. In alignment with the City of Madison vision to be inclusive, innovative, and thriving, and its mission to provide the highest quality of service for our residents and visitors, City elected and appointed officials shall maintain the utmost standards of personal integrity, trustfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws, and never use their position to bully, harass, or abuse others. This Code is designed to communicate the expectation that City elected and appointed officials shall treat City staff and each other with respect and courtesy at all times. This policy is intended to promote an inclusive and positive work environment and working relationships, and prevent unlawful discrimination.

This policy applies to all elected and appointed City officials and applies to any conduct or interaction that occurs at the workplace and at any location or on any platform that can be reasonably regarded as an extension of the workplace, including but not limited to the use of a telephone, voicemail, text messages, video meeting, and/or any social media or online platforms. City staff members, including department and division heads, are governed by APM 3-5 and APM 2-33.

City elected and appointed officials, in the performance of their duties, shall create and maintain a welcoming, respectful, and inclusive work environment and shall not engage in abusive, violent, bullying, harassing, discriminatory or other threatening or intimidating behavior or language. Harassment of or discrimination against any person on the basis of any City protected class* status or statuses is expressly prohibited.

- **Bullying** is repeated, unwanted, aggressive physical or verbal behavior which hurts another individual, physically, mentally, or emotionally.
- **Harassment** is repeated or egregious unwelcome, intimidating, hostile or offensive actions, words, jokes or comments based on any protected class status or statuses.
- **Discrimination** is unfair treatment of an individual or members of a group based on their protected class status.

Bullying, **harassment,** and **discrimination** are demeaning to others and undermine the integrity of relationships. In the event that these shared objectives are not met, effort shall be taken to notify the individuals of the substance of the issue so that they can resolve it. Self-correction or informal resolution between parties in a timely manner is strongly encouraged, with formal sanctions only as a rare and last option if informal communication and resolution is unsuccessful. Formal sanctions include formal censure by the Common Council or committee of one of its members, removal of a committee member from the body, or, in limited cases pursuant to Wis. Stat. § 17.001, removal of a Common Council member from office. Per state statute, alders and appointees to BCCs

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Elected and Appointed Official Code of Ethical Conduct

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Kkapusta-pofahl@cityofmadison.com

Existing Policy: Elected and Appointed Official Code of Ethical Conduct and Sexual Harassment Appendix

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Describes process for reporting and investigating sexual harassment complaints

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Seeking BPW Recommendation on Proposed Changes

Referrals: Board of Public Works, Board of Park Commissioners, Landmarks Commission, Madison Public Library Board, Equal Opportunities Commission, Police Civilian Oversight Board, Transportation Commission, Affirmative Action Commission, Economic Development Committee, Alcohol License Review Committee, Disability Rights Commission

New: Additional General Expected Conduct Language

- Individuals with a wide variety of backgrounds, personalities, values, opinions, lived experiences and goals participate in the democratic process in Madison, whether on the Council, on a board, commission, or committee, or providing public comment at a Council meeting or City event.
- It is vital to recognize that all Council members and BCC members choose to serve in public office and, therefore, have the obligation to preserve and protect the well-being of the community and its residents.
- Governance of the City relies on the cooperative efforts of elected and appointed officials who set and recommend policy and the City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each other for the good of the community.

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- Council and BCC members should refer to staff by their title or formal salutation followed by the individual's last name in public meetings when first introduced.
- All employee performance issues shall be forwarded to the Mayor, the Human Resources Director or the employee's Department/Division Head through professional, private correspondence or conversation.

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- Elected and appointed officials are expected to treat members of the public with care and respect during public meetings by committing full attention to the speakers or any materials relevant to the topic at hand.
- Questions directed to members of the public testifying should seek to clarify or expand information, not to insult or interrogate.
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In your experience as a BCC member, what are the most common conduct-related challenges in committee meetings?

Are there any topics related to members of boards, commissions, and committees that you would like covered in this policy?

Do you have any questions or comments about the existing policy?

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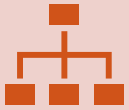
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Do you have any questions or comments about the existing policy?

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BCC Code of Conduct Feedback Notes

Major Themes:

- Questions about how to formally refer to others under the Updated Code of Conduct.
    - BPW, BPC, EOC, ALRC
- Questions or comments about the yearly review of the Code of Conduct
    - MPLB, TC
- Similarly, questions or requests for training on the Updated Code of Conduct
    - MPLB, TC
- Questions about reporting procedures and if this can be clarified/expanded.
    - MPLB, EOC
- Multiple BCCs wanted more time to think about the Updated Code of Conduct and provide feedback. Some BCCs referred to a future meeting and others committed to following up with feedback.
- General appreciation and support for the Updated Code of Conduct, with minor additions or changes being requested.

Notes From BCCs:

<u>Board of Public Works: May 7, 2025</u>

Feedback: Question about referring to City Staff by their title because they do not typically know their titles. Communication with media is one thing but communication with the general public is another. Wasn't sure how to handle the communication with the general public. Question about whether that is something that is in the BPW handbook or is it in the updated Code of Conduct?

Response: Chair saying that he has directly responded to the person once previously but wasn't sure if that was appropriate.

Second Response: This situation isn't directly addressed in the Code of Conduct, though it has a general approach that can be adopted. This is typically determined by practice or in the BCC handbook.

Question: Asking for guidance about responding to the general public when they reach out to BPW members.

Response: Committee staff would be best resource in this regard. Want to try and avoid Open Meetings violation.

Follow up Question: Would responding to an email and copying everyone on it is an open meetings violation.

Response: Not in the City Attorney's Office so doesn't want to speak out of turn. Says it depends on the topic and what is in the email. Says that we are extra careful with alders and recommend caution. Offers to follow up on this.

Question: Disseminating between public information and proprietary information. Is there something in the Updated Code of Conduct that defines one versus another?

Response: No, not in this code.

Question: Have we ever gotten to the point of censuring an alder on the Common Council?

Response: Yes, December of 2024.

Question: Big issue of illegal quorums when previously served on the Common Council. Does this talk about illegal quorums?

Response: This code does not, though the Office of the City Attorney sends out information on this.

Question: When addressing people with their title and last names, is this just staff or is it extended to people on the same body? References differences between Plan Commission and Transportation and wonders if that should be considered. Concerned that people do not always know what others' titles are and may then resort to things like "Mr." and "Ms." and that can get tricky with assuming how people want to be addressed. Could people be encouraged to put that in their zoom name?

Response: Emphasis on informal conflict resolution. Thinks this makes sense. On the other hand, maybe there should be language that reassures that it is okay to seek a more formalized assistance as well.

Question: Is this a code or a policy? Says it is referred to both and wants some clarification to avoid confusion.

Question: Is there a similar process for censuring a BCC member?

Response: There are legal nuances but understanding is that the Council can remove someone from a Board for cause according to information in state law. The Mayor has different obligations and abilities as the Mayor can appoint and change that configuration. Not encountered a situation where we have been asked to see if a Board can remove a member themselves. Hunch that it would have some Mayor/Council involvement.

BCC Code of Conduct Feedback Notes

Plan Commission: May 12, 2025

Unanimous approval, no notable feedback beyond thanking Karen for presenting and alders chiming in.

Landmarks Commission: May 19, 2025

No questions or comments beyond thanks to Karen and Alder Duncan explaining why it was before them.

Madison Public Library Board Meeting: June 5, 2025

Feedback:
Want to discuss the dynamic between alders and BCC members as well for potential conflict.

Discussion about whether or not they feel comfortable voting tonight

Appreciate the point of order conversation in the updated Code of Conduct because public comment in other BCCs has gotten out of hand

Ask that the sexual harassment example list be applied judiciously due to people's use of humor, etc. Says that the list is rather exhaustive

Questions:
What was the history / lead up to the updated code of conduct?

What is the window for review of the updated Code of Conduct?

What is the purpose of the current requirement for the current Code of Conduct to be reviewed yearly by BCCs? Is there a specific date in which BCCs are supposed to review the Code of Conduct? Or is it up to the discretion of the Board on when to review it?

Want to know if the City would provide training on the Code of Conduct or if it would be up to BCCs?

Could there be an option for someone to report directly to the Department of Civil Rights? That way it can avoid situations where someone may be uncomfortable reporting to the Office of the Common Council due to alders.

BCC Code of Conduct Feedback Notes

Board of Parks Commissioners: June 11, 2025

Question: Can you confirm this new policy would apply to Board of Parks Commissioners since they are appointed? Then, the requirement that you refer to staff by their title or formal salutation, how does that work with respect to virtual meetings where we put full name and pronouns but not titles? Would we refer to someone as a Ms. or Mr., etc?

Answer: Requires a little bit of homework to ensure people have everyone's titles, etc. Some BCCs already call everyone Commissioner ___ or something similar. Could have first time referring to someone as using formal name and ensuing ones using informal.

Response: Says they can learn to pronounce everyone's last name and title.

Response: Would be great if Commissioners can get a cheat sheet with everyone's title and last name. Also generally thought this was a great reminder of the Code of Conduct.

Response: Agree that having a list of potential speakers with their names and titles would be great. Will miss being informal but appreciates the intent behind it.

Question: When will this be in effect?

Answer: Scheduled to come back to the Council on August 5th. Have a feeling that the Council will be thinking about tweaks as we move through this. This will be communicated to BCC staff so they are aware.

Question: Will this also apply to subcommittees?

Answer: Yes, this will apply to all elected and appointed officials, including subcommittee members.

Question: In a meeting where all members know each other and there are no public registrants, do you only need to refer to person by their title when referring to staff?

Answer: Becomes a little challenging and can be a little awkward, so this feedback is good food for thought in developing this and what the titles look like.

Transportation Commission: June 25, 2025

Pre-meeting emails:

BCC Code of Conduct Feedback Notes

(1)

I spent quite a bit of time reviewing the materials on the Updated Elected and Appointed Official Code of Ethical Conduct. I apologize for sending you these comments so close to the TC meeting, but I wasn't aware of this item until Monday. And to further complicate things, we lost power for several hours Monday night. So, I am behind on a number of things.

Much thought and work has gone into creating the updated Code, which is really appreciated. These are excellent reminders for members of the CC and members of BCCs.

I often connect with staff on an item prior to the TC meeting, so I thought I would share some observations. As background, I acquired my eye for detail in my job as a Senior Credit Officer and Risk Manager for a bank. I used to draft policies, guidelines and procedures, and implement them as well. I also reviewed complex legal documents for consistency and accuracy. Many people find this attention to detail annoying – I hope you don't! 😊 I included sections from the updated Code for reference, to try and make it easier to follow.

TC special rules allow the Chair to make comments after others have made their comments. However, I don't plan on sharing all of this at TC – especially the technical comments.

I plan to mention something shown on slide 2 of your deck: "BCC's are required by resolution to put the code on their agenda annually for discussion."

- I had to search to find the resolution from 1/3/23 which includes the language: "BE IT FURTHER RESOLVED that each City Board, Commission, and Committee shall discuss the Code of Ethical Conduct as an item on its agenda annually."
- I believe it would be helpful to have this included in the Code. It would make it easier for folks to find; and it would clearly set the expectations for BCCs in the Code.
- Language something like "Each BCC shall discuss this policy as an item on its agenda annually" could be placed right after the section on p. 4 which reads: "Elected or appointed City officials, upon entering office or being appointed as a BCC member, shall be provided a copy of this policy and shall acknowledge receipt. Failure to acknowledge receipt does not exempt an individual from the requirements of this policy."
- Is the staff for each BCC supposed to be reminding us to discuss the Code at our BCC annually? It's really hard for BCC members to keep track of everything that goes through the Common Council. I scan the Council agenda for each meeting, but I don't catch everything.
- I cannot recall TC having this Code on its agenda in 2023 or 2024. TC members may ask about this, as they may not recall having seen this on the agenda either. At least we can count the 6/25/25 TC as the annual discussion for 2025.

- I plan to add the annual discussion of the Code to our TC Annual Work Plan, so TC has that reminder in place.

In the third paragraph on p. 2, it indicates: "Council and BCC members should refer to staff by their title or formal salutation followed by the individual's last name in public meetings when first introduced."

- TC members may comment on this.
- We have a group of managers we work with often and know well – and I know their titles. I am not certain if all TC members know their titles.
- Some of the other staff that appear before us are better known by name and generally what they do, but often not by title. Titles are included in the minutes, which we don't see until the next meeting.
- I would be happy to try and do this; however, I don't always even know the names of presenters until they attend TC. When they introduce themselves, they often give their name and their job function – but not their actual title. And it can be hard to know how to properly pronounce some names, so I think people avoid it if they can. They figure it's better to skip the name than make a mistake and and not get their name right.
- I believe it's very important to follow the rules. However, in this case it would often not seem possible unless first facilitated by staff. I just want to make you are aware that this would not be easy for us to do, except for the better known City staff with commonly known titles (like the City Attorney or Director of Transportation). So, I see logistical issues with implementing this part of the proposed updated Code.

In the first paragraph on p. 3 it says: "In an instance where a member of the public addressing the body strays from the topic under consideration, exceeds their allotted speaking time, or exhibits behavior or language a Council or BCC member finds inappropriate, they may call point of order and request the issue be addressed."

- I am firmly supportive of the last two, but I have not seen the need for the first: "strays from the topic under consideration."
- I and other TC members have always been flexible when listening to comments from the public. This is also true of other BCCs on which I have served over the years.
- TC has an item on each of our agendas for topics not on the current agenda. Sometimes people get confused and they think what they are talking about is under a different agenda item – when it's sort of related but not really the topic. We just listen and take note of their comments. Since the public could register under our item #1 – and speak to us regarding items not on the agenda – we try and stay flexible.
- Registrants may stray a bit, but we figure it's their 3 minutes and they must see how it relates to the topic.
- As the Code points out, I think we should be very tolerant, since many residents are not very familiar with the process of speaking at the CC or at a BCC.

- There may be an excellent reason for including this in the policy, I just wanted to give you my experience.

Following are some technical comments.

- On p. 1 at the end of the first paragraph it reads: "Individuals with a wide variety of backgrounds, personalities, values, opinions, lived experiences and goals participate in the democratic process in Madison, whether on the Council, on a board, commission, or committee, or providing public comment at a Council meeting or City event." Does a member of the public making comments to a BCC fall under "City event?" Otherwise, should it be added? Elsewhere in the policy there is much discussion about members of the public speaking at the CC or at a BCC.
- On p. 1 in the beginning of the second paragraph it reads: "It is vital to recognize that all Council members and BCC members." However, "BCC" is not defined until p. 2 in the beginning of the third paragraph: "Council members and members of boards, commissions, and committees (BCCs)." Typically, you would see it defined first before you start using "BCC."
- On p. 2 at the bottom of the page it reads: "speaking in front of the Council or a committee." Should "committee" be "BCC?"

(2)

Much thought and work has gone into creating the updated Code, which is really appreciated. These are excellent reminders for members of the CC and members of BCCs.

On slide 2 of your deck it mentions: "BCC's are required by resolution to put the code on their agenda annually for discussion."

- I found the resolution from 1/3/23 which includes the language: "BE IT FURTHER RESOLVED that each City Board, Commission, and Committee shall discuss the Code of Ethical Conduct as an item on its agenda annually."
- I believe it would be helpful to have this requirement for an annual discussion at all BCCs included in the Code. It would make it easier for folks to find; and it would clearly set the expectations for BCCs in the Code.
- Language something like "Each BCC shall discuss this policy as an item on its agenda annually" could be placed right after the section on p. 4 which reads: "Elected or appointed City officials, upon entering office or being appointed as a BCC member, shall be provided a copy of this policy and shall acknowledge receipt. Failure to acknowledge receipt does not exempt an individual from the requirements of this policy."
- TC will be scheduling this annual discussion of the Code of Ethical Conduct by adding it to its Annual Work Plan. Updated Annual Work Plan has been prepared for review and approval at the next TC meeting.

- In addition, since new BCC members should become familiar with this Code, "Elected and Appointed Official Code of Ethical Conduct" is proposed for addition to the TC Handbook section on Orientation and Training for Transportation Commissioners. Updated TC Handbook has been prepared for review and approval at the next TC meeting. We also plan to add a link to the Elected and Appointed Official Code of Ethical Conduct on the Member Training and Information page of the TC website.

In the third paragraph on p. 2, it indicates: "Council and BCC members should refer to staff by their title or formal salutation followed by the individual's last name in public meetings when first introduced."

- I believe it's very important to follow the rules. However, unless staff helps facilitate this process, it might not be easy for BCC members to do. It's easy to know the Mayor's title, the City Attorney's title, the Director of Transportation's title, etc. It's not so easy to know the correct titles for all staff. I see potential logistical issues with implementing this part of the proposed updated Code.
- TC has a group of managers we work with often and know well. While I am familiar with their titles, I am not certain if all TC members know their titles. Some of the other staff that appear before TC are known by name and generally what they do, but usually not by title. Titles are included in the minutes, which we don't see until the next meeting.

In the first paragraph on p. 3 it says: "In an instance where a member of the public addressing the body strays from the topic under consideration, exceeds their allotted speaking time, or exhibits behavior or language a Council or BCC member finds inappropriate, they may call point of order and request the issue be addressed."

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- On p. 2 at the bottom of the page it reads: “speaking in front of the Council or a committee.” Should “committee” be “BCC?”

Feedback at TC Meeting

Question: What is the intent for having the Code of Conduct on the agenda on a yearly basis?

Answer: This is the standing policy today. This serves as a training or discussion opportunity for each BCC to talk about things that may be relevant and refamiliarize. Currently don’t have a required training for BCC members so, in the meantime, this sort of serves the purpose of that.

Response: Would like to see some sort of training around the Code of Conduct for BCC members.

Feedback: Thinks an addition should be made that says that each BCC should discuss this policy as an item on the agenda in addition to getting it when you are appointed or elected.

<u>Equal Opportunities Commission: July 10, 2025</u>

Feedback at the EOC Meeting

Feeback: How do we address each other on the Commission? EOC is much more informal than other BCCs. However, do like addressing staff by their formal title. Same with alders. Think the portion about media is important. Does not believe that EOC should discuss personnel issues so appreciates having this point outlined as well. One small issue is that the PDF refers to the protected classes and refers to the Affirmative Action ordinance, not the Equal Opportunities ordinance. This hyperlinks to a list of protected classes but does not include the full list of equal opportunities.

Feedback: Wants to wait to make a decision. Grateful for this effort and thinks it is a long time coming.

Question: If we do refer this to the next meeting in August, would that prevent our input in the final Common Council consideration or review?

Answer: It will not. Will be able to incorporate additional feedback at the next meeting. Would be happy to return in the case that they refer it.

Question: Why is there a difference in the protected classes between Affirmative Action ordinance versus the EOC ordinance.

Answer: Going to take a look and see. That is the current existing Code of Conduct. Will let the alders know that this is something they can consider (adding a second hyperlink).

Feedback/Questions: Reporting chart is not clear. Wants more clarity in who they can report to. Should there be a form? What protections are there for the person reporting? [audio a bit unclear here, so I don't think I got every comment] Again reiterates desire to refer it to next EOC.

Answer: Helpful for notetaking purposes if you can refer to where you are discussing. Believe the reporting structure referenced above was from the current Code of Conduct.

Feedback: Focused primarily on what proposals and what issues would impact EOC.

Feedback: In the proposed one, want a stronger reporting structure. Will reach out directly to Karen.

Feedback Received After EOC Meeting

Public portal/landing page with information about the Code and a way for the public to submit complaints online

Anonymous reporting feature

Retaliation protections for complainants (public, alders, etc)

Should Code be in ordinance instead of resolution/policy?

Prohibit alcohol and other drugs while carrying out City business

BCC Code of Conduct Feedback Notes

Send a press release about updates to Code and where to apply (public awareness)

Instructions for public about what happens after a complaint is filed

Equal Opportunities Commission: August 14, 2025

Feedback at the EOC Meeting

Want BCC as a term to be defined early in the document

Inconsistent language between appointed official and BCC member

Want this to live in a clear space on the City of Madison's website

Feedback before and after the EOC Meeting

The Code refers to the AAO, but the footnote describes the protected classes. The AAO has only 10 protected classes. Most of these classes cited in the Code are in the EOO, of which 3 are missing:

- the fact that the person declines to disclose their social security number
- status as a victim of domestic abuse, sexual assault, or stalking
- receipt of rental assistance

and of which 3 don't appear to be in the MGO anywhere:

- use or nonuse of lawful products off the employer's premises during non-work hours
- HIV status,
- military/veteran status,

Which set of protected classes are we working with? Does it agree with the MGO?

Then there is editing of the document for clarity. Would it be appropriate for me to suggest editing of the text? Most of this involves using "appointed official" and "BCC member" interchangeably.

BCC – define this term at beginning of document,

Elected and Appointed Official Conduct Toward Participants in Public Meetings

- inconsistent language: appointed vs. BCC member.

BCC Code of Conduct Feedback Notes

Elected Official Conduct with the Media When communicating with the media, elected and appointed officials should clearly differentiate between personal opinions and the official position of the City. Until a vote on any issue is taken, Council members' positions are merely their own

- include appointed official/BCC members?

Elected Official Conduct with the Media When communicating with the media, elected and appointed officials should clearly

- BCC members?

Censure – Complaint Process and Action by Common Council If the matter remains unresolved, the complaining Alder, City employee or community member

- should this include BCC members/appointed officials?

it'd be great to clarify which ordinance's protected classes are referred to in the Code document. The link on page 1, para 5 goes to the AAO, which does not agree with the list in the footnote on p. 4. Maybe that link should go to the EOO.

Economic Development Committee: July 16, 2025

Feedback: Should hold vendors to the same code of conduct. Believes this is well written and makes sense for BCC members to sign it on a yearly basis to signal that they are aware of it and will abide by it.

Question: Was there a critical incident that inspired this?

Answer: Not on Council when initial piece was put together. Then in 2023 alders decided to create a team to update it, inspired by how Council members should treat and speak to each other. Then in 2024 there was a discussion about sexual harassment and prompted the 2024 edits. Then the new edits are not necessarily inspired by anything, as far as the alder can tell.

Second Answer: While 99% of interactions have been positive, there had been negative interactions between elected officials and City staff that inspired the initial portion.

Question: Was the draft itself using a template so that it followed a certain framework? Or was it a collected thoughts from a group of people?

Answer: Understanding is that the original Code of Conduct was developed with help from City Attorney's Office using references from other Wisconsin municipalities. Edits have also been inspired by other Wisconsin municipalities.

Feedback: No conduct related challenges observed in EDC meetings.

Feedback: Second that. Though there can be times where power dynamics can emerge between alders, staff, BCC members, the public. Think prevention is always good. Believe this being an expectation is a good thing.

Feedback: Important that this continues to be a living document and not necessarily defined by the most recent incident. Wants this to be a living document.

Question: Will the Updated Code of Conduct be available publicly? That way people interested in becoming an elected official or appointed member of a BCC can see what is expected of them.

Alcohol License Review Committee: July 16, 2025

Feedback: Wants to see a reference towards derogatory statements regarding culture. Example of an alder saying "You people are always crying about something." Appreciate everything else in the Updated Code of Conduct but would like to see that specific example included. Question the governing authority of CCEC rather than going to either Civil Rights for mediation or the Ethics Commission. Just food for thought on that. Appreciate the part about the media, but there needs to also be respect for constituents when talking to the media.

Question: Question about referring to officials by their title and last name. How to avoid making assumptions about gender identity when you don't know how to pronounce their last name or what their title is?

Answer: This has been a common question. Think best thing to do is have committee staff help you with that. Staff should be able to reach out to relevant staff to know their title and how to pronounce their last name. After that, you are free to use their first names.

Disability Rights Commission: July 24, 2025

Feedback: Think it all seems pretty straightforward. Especially being welcoming to community members. Think DRC has set a high bar for that.

Feedback: First amendment issue about not sharing your opinion with the media.

Feedback: Want to give people more time to process this information.

Police Civilian Oversight Board: August 20, 2025

Feedback: Appreciate the effort to codify this and feel like it is straightforward

Disability Rights Commission: August 28, 2025

Hope that this is a continuous process and want this document to be continually reflected upon.

Appreciate the work that was done on it.

Think it is pretty straightforward.

Must uplift the vulnerability of being in this position while being disabled

BCC Staff Feedback

There is a lack of clarity regarding what actions will be taken if an official violates APM 3-5 or APM 2-33. Will they be automatically removed? I think this should be clearly stated rather than left open for interpretation.

"Council and BCC members should refer to staff by their title or formal salutation followed by the individual's last name in public meetings when first introduced."

- I appreciate the intention here. I also want to acknowledge that many City of Madison staff have long and complicated titles that are difficult to remember. I would like to avoid a BCC member choosing not to introduce a city staff because they can't remember their full title.
- There are also a variety of different type of public meetings. For ranging from formal presentations where this seems appropriate, to community events where staff may or may not be directly involved with the event. I'm imagining, say attending Parks Alive or a Library event and a BCC member might introduce me as Rebecca who works for Department of Civil Rights or Rebecca who does Disability work for the City. Would this be permissible?

All employee performance issues shall be forwarded to the Mayor, the Human Resources Director or the employee's Department/Division Head through professional, private correspondence or conversation.

- Can this be re-ordered? Department/Division Head, Human Resources, or the Mayor. Listing the Mayor first seems unduly influential.

I would also like to see clarification regarding limiting requests of City staff during non-work hours. I am connected with BCC members via social media and some have my personal cell. Occasionally, I receive inquiries or work-related requests outside of work hours. I generally ask folks to email my city email so I can respond during the work week, but I would appreciate

clarifying that City staff are not expected to respond to work related requests during non-work hours and these should be limited to urgent maters only.

Elected and Appointed Official Code of Expected Conduct

Proposed Revision, Govindarajan Alternate

Purpose and Guiding Principles

The City of Madison and its elected and appointed officials, including the mayor, alders, and members of City boards, commissions, and committees ("BCC"), share a fundamental responsibility to serve the community with integrity, respect, and accountability. Guided by the City's vision of being inclusive, innovative, and thriving, and its mission to provide exceptional service to residents and visitors alike, officials are expected to uphold the highest standards of ethical behavior in all aspects of public service.

The City's democratic process depends on participation from individuals with diverse backgrounds, perspectives, and experiences. To sustain public confidence and ensure effective governance, City elected and appointed officials must conduct themselves with honesty, fairness, and civility, avoiding impropriety and refraining from any behavior that undermines trust in public service.

Scope

The Code of Expected Conduct applies to all elected and appointed City officials. It governs any conduct or interaction that occurs in the workplace or in any setting reasonably considered an extension of the workplace, including but not limited to communications via telephone, voicemail, text message, video conferencing, social media, or other online platforms.

Standards of Expected Conduct

City elected and appointed officials shall create and maintain a welcoming, respectful, and inclusive environment in the performance of their duties. They shall not engage in abusive, violent, bullying, harassing, discriminatory, or other threatening or intimidating behavior or language.

- **Bullying** is repeated, unwanted, aggressive physical or verbal behavior which hurts another individual, physically, mentally, or emotionally
- **Harassment** is repeated or egregious unwelcome, intimidating, hostile or offensive actions, words, jokes, or comments based on any city protected class status or statuses[1].

[1] City protected classes: age, arrest record, citizenship status, color, conviction record, credit history, disability, domestic partners, familial status, gender identity, genetic identity, HIV status, homelessness, less than honorable discharge from military, marital status, military/veteran status, national origin/ancestry, non-religious, physical appearance, political beliefs, race, religion, sex, sexual orientation, source of income, student status, unemployment, use or non-use of lawful products off the employer's premises during non-work hours

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- **Discrimination** is unfair treatment of an individual or members of a group based on their protected class status.

Bullying, harassment, and discrimination diminish public trust, damage relationships, and hinder effective governance. When concerns arise, individuals are encouraged to seek timely, respectful resolution. Informal resolution and self-correction should be pursued whenever possible; formal action may be taken when other approaches are unsuccessful.

Conduct with City Staff

The effective governance of the City depends on the collaboration between elected and appointed officials who set policy and the City staff who implement it. Mutual respect, professionalism, and clear communication are essential to this relationship.

- City elected and appointed officials shall treat all staff as professionals and demonstrate respect for their expertise, experience, and contributions.
- Communication should be clear, honest, and professional
- Concerns about employee behavior or performance must be raised privately and professionally with the employee's direct supervisor. If unresolved, concerns may be referred to the Human Resources Director. Personnel matters shall not be made public or gossiped about.

Nothing in this section prohibits open discussion of City affairs by the Common Council or a BCC in a duly convened meeting.

Conduct Toward Participants in Public Meetings

Public participation is a cornerstone of democracy. Elected and appointed officials play a key role in fostering an environment where all individuals feel welcome to engage.

- City elected and appointed officials shall treat members of the public with respect and attentiveness during public meetings.
- Questions to speakers should be used to seek clarification or expand on information, not to demean or interrogate.
- City elected and appointed officials should express appreciation for public input and ensure that meeting environments remain orderly and inclusive.
- If a participant strays from the topic, exceeds allotted time, or uses inappropriate language, any Common Council or BCC member may request the issue be addressed using appropriate parliamentary procedures.

Conduct with the Media and Press

When speaking with the media, elected and appointed officials must:

- Identify when they are speaking in their official role and avoid misrepresenting City actions or decisions.
- When speaking in a personal capacity, officials should make clear that their views are their own and not those of the City, while ensuring such statements do not undermine public trust or create a perception of acting in an official capacity. This is to avoid misrepresentation, not limiting opinions of officials.
- Avoid discussing personnel matters or the performance of individual staff members.

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- Ensure statements do not misrepresent City policy or undermine public trust in City governance.

Enforcement and Accountability

Violations of this Code of Expected Conduct may result in formal sanctions, including:

- **Censure** by the Common Council or a BCC.
- **Removal** of a BCC member from their body by the appointing authority, or the Common Council for cause.
- **Removal from office** of a Common Council member in accordance with Wis. Stat. § 17.001 for cause (inefficiency, neglect of duty, official misconduct, or malfeasance in office).

Points of Order During Meetings

Violations occurring during a public meeting may be addressed by raising a point of order. The Chair shall rule on the point of order, subject to challenge and reversal by a majority of the members present.

Communication and Reconciliation

Outside of meetings, City elected and appointed officials who believe a violation has occurred should first attempt to resolve the matter privately and professionally. If unresolved, either party may seek assistance from the Common Council Chief of Staff or appropriate City personnel for mediation.

Complaint and Censure Process

If informal efforts fail, a sworn written complaint may be filed with the City Clerk. Complaints will be reviewed by the Department of Civil Rights and Human Resources, which may provide recommendations to the Common Council President, Common Council Vice President and the Mayor.

Any alder or BCC member may draft and introduce a censure resolution on the agenda, however such a resolution must be sponsored by at least two members for a vote to be in order. Adoption of a censure requires a majority vote of all Common Council or BCC members.

Implementation

All elected and appointed City officials will receive the Code of Expected Conduct upon taking office and must acknowledge its receipt. Lack of acknowledgment does not exempt an official from its requirements. Anytime the Code of Expected Conduct is amended, the updated version shall be emailed to all city elected and appointed officials.

The City will provide ongoing training and resources to support compliance with the Code of Expected Conduct and to promote an inclusive, respectful, and effective City government.

Officials are also subject to the City's **Code of Ethics (MGO 3.35)**, which governs conflicts of interest, use of public office, political activity, and the acceptance of gifts or favors.

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Appendix A – Sexual Harassment Complaints

If a person has experienced or witnessed sexual harassment by an alder or member of a City boards, commissions or committees while such official is on City business, whether on or off City premises, including at City-sponsored events or other events which the alder or appointed individual attends in their official capacity, the common Council encourages the following steps:

- If the person feels comfortable and safe, the person can address the matter informally with the alder or appointed individual.
- The person can report the matter to another alder; the alder will connect the person with the Common Council Chief of Staff.
- The person can contact the Common Council Chief of Staff; the Chief of Staff will connect the person with the appropriate personnel to report their claim.

Prohibited Conduct Examples

Examples of actions that could constitute sexual harassment include, but are not limited to:

- Preferential treatment in return for submitting to or engaging in sexual conduct
- Making derogatory or demeaning comments about someone's sexual orientation or gender identity (including but not limited to consistently misgendering an individual)
- Name-calling or using slurs with a gender/sexual connotation
- Making sexual comments about appearance, clothing or body parts
- Rating a person's sexuality
- Asking for sex or sexual conduct
- Asking a person for dates in a coercive manner, or repeatedly asking for a date after having been turned down
- Staring in a sexually suggestive manner
- Unwelcome touching, including pinching, patting, rubbing, or purposefully brushing up against a person, making inappropriate sexual gestures
- Unwelcome sharing of sexual or lewd anecdotes or jokes
- Unwelcome sending of sexually suggestive communications in any format
- Sharing or displaying sexually inappropriate images or videos in any format not necessary for work purposes
- Attempted or actual sexual assault

Reporting and Investigation

A person who feels that they have been harassed by an alder or an appointed individual while acting in their official capacity may report the matter to the organizer of the event or relevant meeting authority or the Common Council Office Chief of Staff. The organizer of the event or the meeting authority will be expected to take appropriate action by its applicable policies, regulations, and rules and shall notify the Common Council Office Chief of Staff.

Examples of appropriate action may include, but are not limited to:

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- Requesting the perpetrator to stop the offending behavior immediately
- Conveying the complaint to the Common Council Office Chief of Staff

The Common Council Office Chief of Staff will connect the individual reporting the conduct with the Department of Civil Rights, Human Resources, and the City Attorney. After talking to the complainant and, if different, the person who was the alleged subject of the sexual harassment, the Department of Civil Rights, the Human Resources Department, and the City Attorney will decide if an investigation or referral to any other agency is needed. Any action taken as a result of an investigation shall be under the applicable Federal, State or City law or applicable City procedure.

Debriefing

If the Department of Civil Rights, Human Resources, and the City Attorney complete an investigation upon completion of their investigation they shall debrief the complainant, the respondent, the Common Council President and the Common Council Office Chief of Staff on the findings of the investigation.

Release of Summary of Findings or Related Documents

After consideration of safety-related concerns and confidentiality needs related to the investigation, the Common Council President may issue a public summary of findings.

The City will ensure compliance with Wisconsin's Public Records Laws in release of any required documents, redacting such information as required by law.

Retaliation

Threats, intimidation, or any other form of retaliation against a person who has made a complaint or provided information supporting a complaint are prohibited. An alder or appointed individual or any other entity responsible for Common Council events will take any reasonable and appropriate action to prevent and respond to retaliation per its applicable policy, regulations, and rules.

DRAFT

From: Travis Robert Austin
To: Common Council Executive Committee
Subject: Missed Public Comment re: 87483
Date: Friday, September 19, 2025 4:43:06 PM

You don't often get email from travis.austin@chrr.wisc.edu. Learn why this is important

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

Hello,

My name is Travis Austin. I'm a Master of Public Affairs student at UW-Madison and a member of the City of Madison Ethics Board. The views I'm expressing here are my own and not an official position of the City Ethics Board. I was registered to speak earlier this week on Legistar file 87483 - Adopting the Updated Elected and Appointed Official Code of Ethical Conduct; however, the CCEC decided to re-refer the item due to a lack of time before the Common Council meeting that was starting at 6:30. I wanted to provide what I would have been my comments in person had that item been discussed:

> I wanted to state my support for the Govindarajan Alternate that is being proposed for discussion. The structure and wording of the Alternate best help to clarify a distinction between MGO 3.35 and the Code of Conduct. When I initially read the first proposed update, there was still some confusion on how to draw a distinction between the Code of Conduct and MGO 3.35. I am also wholly in support of the changes that are proposed to capture and clearly define more forms of conduct than what is currently present in the Code of Conduct.
>
> This confusion was present earlier this year, when former Alder Myadze filed ethics complaints that contained many allegations that did not appear to fall under MGO 3.35, but likely the code of conduct. While Alder Myadze chose to withdraw his complaints at the jurisdictional meeting, there was one aspect of the complaints that, had we gotten to a discussion of jurisdiction, I might have been inclined to take up. Improper use of the official City Blog was one allegation that I likely would have voted to give jurisdiction for, as it is a resource that is not available to the general public. If an alder were to request an advisory opinion from the Ethics Board, I would welcome that consideration and discussion of the proper use of that resource. I would also welcome the chance for the Ethics Board to give feedback on the Code of Conduct at our next meeting. The Ethics Board has a meeting scheduled for late October.
>
> When it comes to the enforcement of the Code of Conduct, I would like to suggest an alternative enforcement mechanism for your consideration. Under its current structure, the Common Council Executive Committee hears complaints that cannot be resolved by other means. Currently, the Ethics

Board meets very infrequently to address MGO 3.35 complaints, and the likelihood that a complaint under the Code of Conduct would require a hearing is also fairly low. Violations of the Code of Conduct that require a hearing could be tense, heated, or controversial. It could be effective to seek guidance and recommendations from an outside body like the Ethics Board, rather than the Common Council Executive Committee holding a hearing. The Ethics Board is more insulated from political tensions and could make its considerations insulated from those tensions. It is also just as valid to keep the jurisdiction of the Ethics Board narrow, only dealing with financial conflicts and conflicts of interest, so the Ethics Board can maintain select expertise on those types of violations. The decision on which method of enforcement is the best course of action will be up to you; each has pros and cons that should be weighed and considered.

I welcome any discussion Alders might wish to have regarding either the Code of Conduct or an advisory opinion regarding the use of the City Blog.

Thanks,
Travis Austin

City of Madison

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

Master

File Number: 90236

File ID:	90236	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Department of Planning and Community and Economic Development
				File Created Date :	10/01/2025
File Name:	CSM Re-Approval - 18-30 N Carroll St			**Final Action:**	

Title: Re-approving a Certified Survey Map of property owned by the State Historical Society of Wisconsin located at 18-30 N Carroll Street (District 4).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Proposed CSM.pdf, 2023 CSM Approval Letter.pdf, Link to CSM Resolution ID 78225	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Department of Planning and Community and Economic Development	10/01/2025	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER				

Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER

Notes: Staff recommends re-approval of the proposed CSM subject to the conditions in the September 7, 2023 approval letter (attached).

Text of Legislative File 90236

Fiscal Note
No City appropriation is required with the re-approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Re-approving a Certified Survey Map of property owned by the State Historical Society of

Wisconsin located at 18-30 N Carroll Street (District 4).

Body
WHEREAS a Certified Survey Map of property owned by the State Historical Society of Wisconsin (previously the Wisconsin Historical Foundation, Inc.) and located at 18-30 N Carroll Street, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS the Common Council previously approved this Certified Survey Map by Resolution 23-00565 (ID 78225) on September 5, 2023; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

WHEREAS Wis. Stat. 236.34(2)(b) requires that a Certified Survey Map be offered for recording within twelve (12) months of last approval of same;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby re-approved by the Madison Common Council subject to the prior conditions of approval.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 2 AND 3 AND PART OF LOT 4 IN BLOCK 75 OF THE ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, PAGE 3 AS DOCUMENT No. 102, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

LEGEND

- GOVERNMENT CORNER
- WITNESS MONUMENT
- CHISELED 'X' FOUND
- PLAT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING

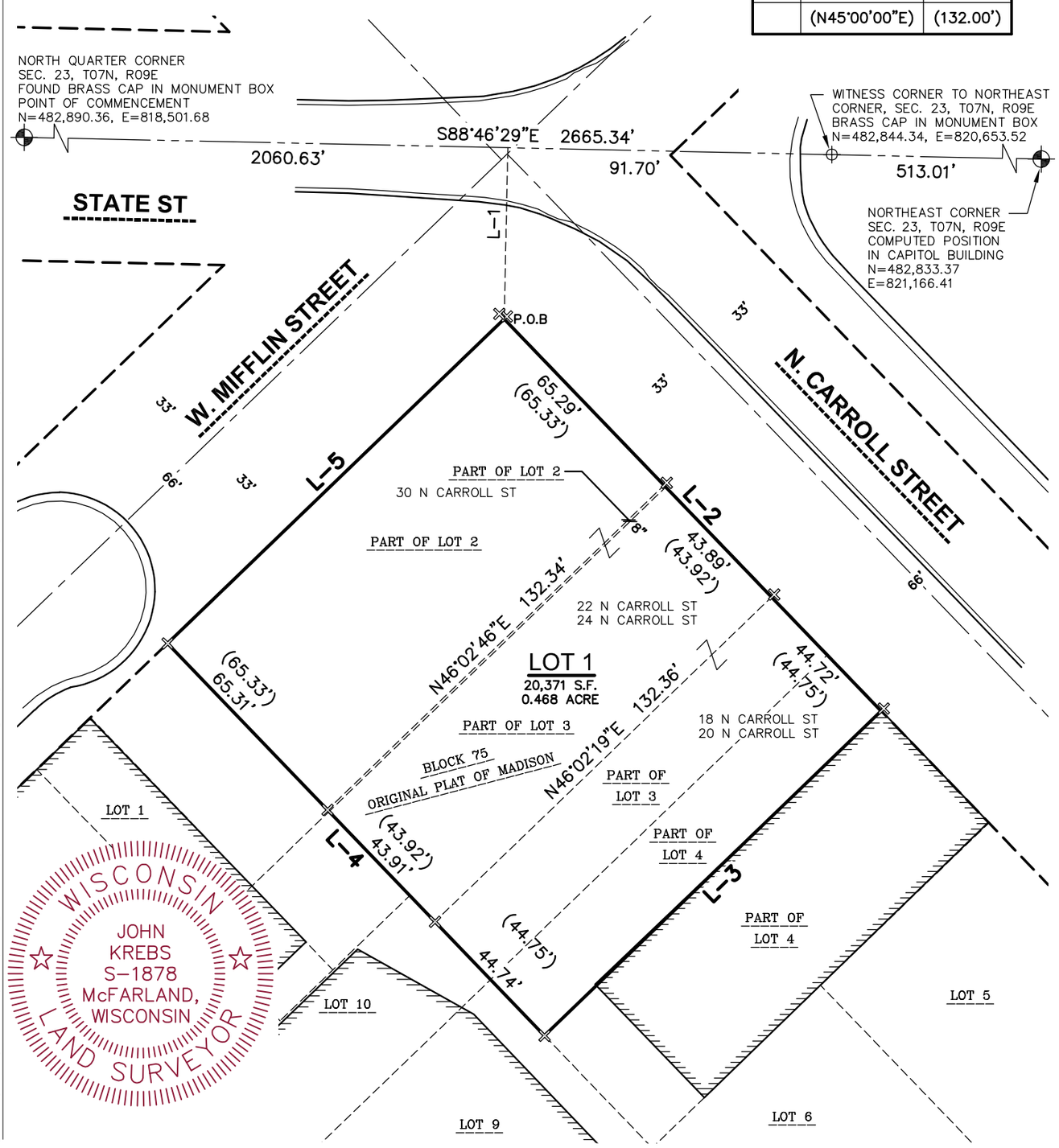
NOTES

1. FIELD WORK PERFORMED ON SEPTEMBER 26, 2022.
2. BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY NAD83(97). THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 23, T07N, R09E, BEARS S88°46'29"E.
3. SEE SHEET 2 FOR EASEMENT INFORMATION AND OTHER INFORMATION.
4. THERE ARE NO BUILDINGS ON SITE.

0 20' 40'
SCALE: 1" = 40'

north

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S01°13'31"W	48.48'
L-2	S43°52'57"E	153.90'
	(S45°00'00"E)	(154.00')
L-3	S46°01'48"W	132.37'
	(S45°00'00"W)	(132.00')
L-4	N43°51'34"W	153.96'
	(N45°00'00"W)	(154.00')
L-5	N46°03'17"E	132.31'
	(N45°00'00"E)	(132.00')



WISCONSIN
JOHN KREBS
S-1878
McFARLAND, WISCONSIN
LAND SURVEYOR

SURVEYED BY:	SURVEYED FOR:	
JSD MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 P. 608.848.5060	WISCONSIN HISTORY CENTER 18, 20, 22, 24, 30 N CARROLL ST	PROJECT NO: 22-11779 FIELDBOOK/PG: - SHEET NO: 1 OF 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

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LEGEND

- GOVERNMENT CORNER
- WITNESS MONUMENT
- CHISELED 'X' FOUND
- PLAT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING

north

0 12.5' 25'

SCALE: 1" = 25'

WISCONSIN
JOHN KREBS
S-1878
McFARLAND, WISCONSIN
LAND SURVEYOR

EXISTING BUILDINGS AND EASEMENTS

W. MIFFLIN STREET

FIXED CANOPY ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

UNDERGROUND VAULT ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

CERAMIC WALL TILE ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

CUT CROSSES N46°03'17"E, 1.00 AND N43°52'57"W, 2.00 FROM CORNER.

L-1

9.0' 0.5' 10.0' 9.0'

L-5

6.0' 6.0'

ALLEYWAY FOR ACCESS AND UTILITIES PER DOCUMENT NO. 233410; MODIFIED PER DOCUMENT NO. 493260; RE-RECORDED AS DOCUMENT NO. 494640

65.31'

LOT 1

12.0'

PART OF LOT 2

30 N CARROLL ST

11.0' 15.0'

FIXED CANOPY ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

65.29'

CERAMIC WALL TILE ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

0.5'

UNDERGROUND VAULT ENCROACHMENT AGREEMENT DOCUMENT NO. 5287940, AFFIDAVIT OF CORRECTION No. 5292810 (TO BE RELEASED BY SEPARATE INSTRUMENT)

15.0'

RIGHT OF WAY GRANT UNDERGROUND ELECTRIC, DOCUMENT NO. 1673562, PARTIALLY RELEASED, DOCUMENT No. 6019938

CUT CROSS N46°02'46"E, 1.00 FROM CORNER

11.0'

N46°02'46"E 132.34'

BLOCK 75

ORIGINAL PLAT OF MADISON

L-4

L-2

LOT 10

43.91'

LOT 1
20,371 S.F.
0.468 ACRE
PART OF LOT 3
AND PART OF LOT 2
22 N CARROLL ST
24 N CARROLL ST

43.89'

ALLEYWAY FOR ACCESS AND UTILITIES PER DOCUMENT NO. 233410; MODIFIED PER DOCUMENT NO. 493260; RE-RECORDED AS DOCUMENT NO. 494640

CUT CROSS N46°02'19"E, 1.00 FROM CORNER

N46°02'19"E 132.36'

N. CARROLL STREET

RIGHT OF WAY GRANT UNDERGROUND ELECTRIC, DOCUMENT NO. 1673562, PARTIALLY RELEASED WITHIN THIS CSM, BY DOCUMENT No. 6019938

44.74'

44.72'

RESERVED RIGHT OF WAY, DOCUMENT NO. 267767

BUILDING 0.54' ONTO PARCEL

PARTY WALL AGREEMENT DOCUMENT NO. 267767

18 N CARROLL ST
20 N CARROLL ST
PART OF LOT 4

CUT CROSS N46°01'48"E, 1.00 FROM CORNER

LOT 9

L-3

PART OF LOT 4

BUILDING CORNER 0.14' CLEAR

SURVEYED BY:	SURVEYED FOR:	PROJECT NO: 22-11779
JSD MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 P. 608.848.5060	WISCONSIN HISTORY CENTER 20, 22, & 30 NORTH CARROLL STREET	FIELDBOOK/PG: – SHEET NO: 2 OF 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

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CERTIFIED SURVEY MAP NO. _____

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LEGEND

- GOVERNMENT CORNER
- WITNESS MONUMENT
- CHISELED 'X' FOUND
- PLAT BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING

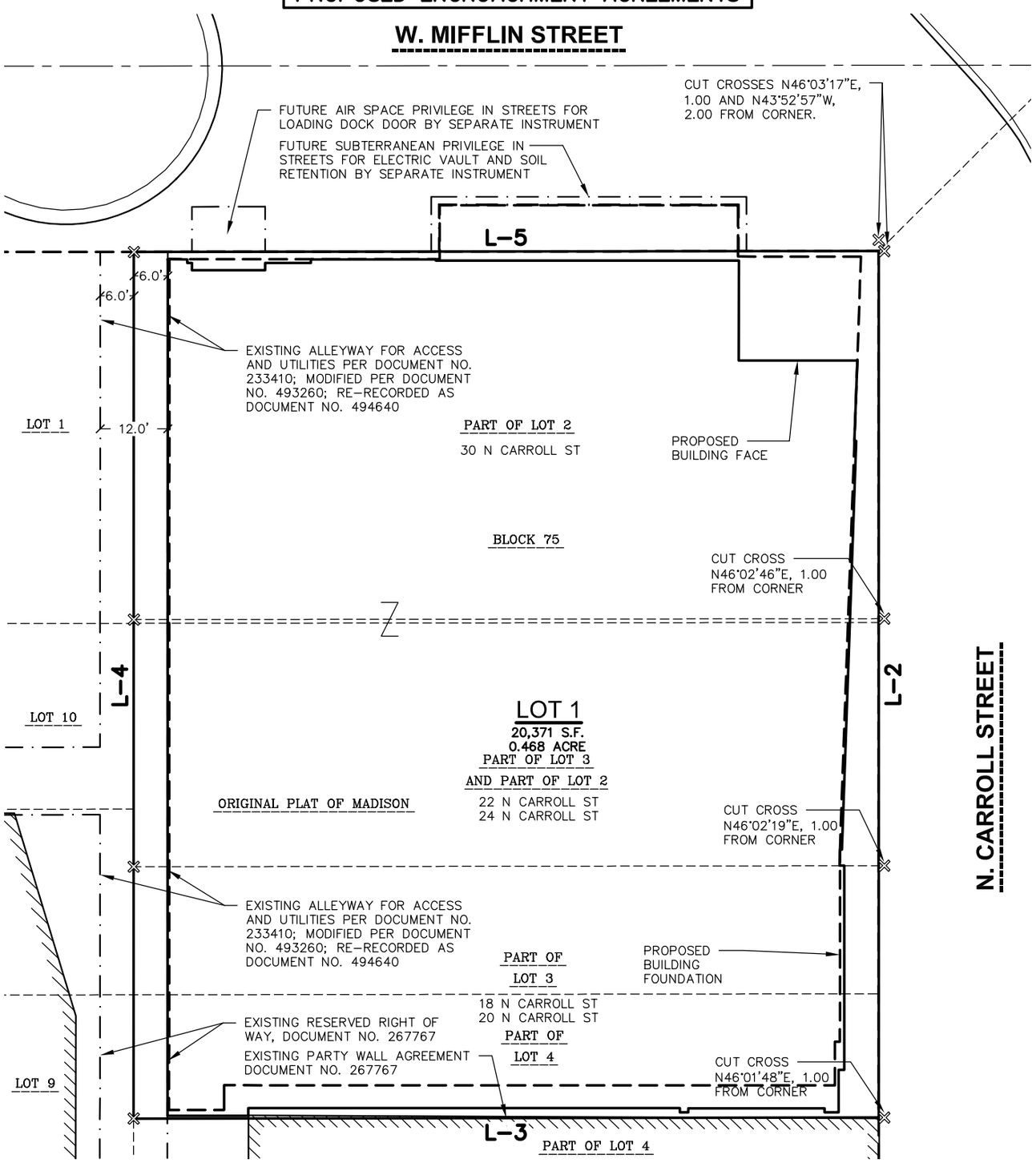
north

0 12.5' 25'

SCALE: 1" = 25'

WISCONSIN
JOHN KREBS
S-1878
McFARLAND, WISCONSIN
LAND SURVEYOR

PROPOSED ENCROACHMENT AGREEMENTS



SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
WISCONSIN HISTORY CENTER
20, 22, & 30 NORTH CARROLL STREET

PROJECT NO: 22-11779
FIELDBOOK/PG: –
SHEET NO: 3 OF 6

VOL. _____ PAGE _____
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LEGAL DESCRIPTION

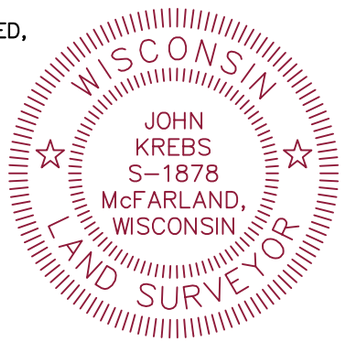
ALL OF LOTS 2 AND 3 AND PART OF LOT 4 IN BLOCK 75 OF THE ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, PAGE 3 AS DOCUMENT No. 102, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 46 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 2060.63 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 31 SECONDS WEST A DISTANCE OF 48.48 FEET TO THE NORTHERLY CORNER OF SAID LOT 2, BEING THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 52 MINUTES 57 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 2, 3, AND 4 A DISTANCE OF 153.90 FEET TO THE EASTERLY CORNER OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 5786095; THENCE SOUTH 46 DEGREES 01 MINUTES 48 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 5786095 A DISTANCE OF 132.37 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 5786095; THENCE NORTH 43 DEGREES 51 MINUTES 34 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 2, 3, AND 4 A DISTANCE OF 153.96 FEET TO THE WESTERLY CORNER OF SAID LOT 2; THENCE NORTH 46 DEGREES 03 MINUTES 17 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 A DISTANCE OF 132.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20,373 SQUARE FEET OR 0.468 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JOHN KREBS, PROFESSIONAL LAND SURVEYOR S–1878, DO HEREBY CERTIFY THAT BY DIRECTION OF WISCONSIN HISTORICAL FOUNDATION, INC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN.



_____ _____

JOHN KREBS, S–1878 DATE
PROFESSIONAL LAND SURVEYOR

NOTES: PARCELS IN THIS CSM ARE SUBJECT TO THE FOLLOWING DOCUMENTS

1. PARTY WALL AGREEMENT, DOCUMENT No. 267767. (SHOWN ON SHEET 2)
2. ENCROACHMENT AGREEMENT FOR FOOTINGS INTO ALLEY BETWEEN LOTS 1 AND 10, BLOCK 75, DOCUMENT No. 493259.
3. ENCROACHMENT AGREEMENT AND NOTICE OF TERMINATION, DOCUMENT 5287940, AFFIDAVIT OF CORRECTION DOCUMENT No. 5292810.
4. EMERGENCY EGRESS EASEMENT AGREEMENT, DOCUMENT No. 5131111. (EASEMENT TO BE RELEASED BY SEPARATE INSTRUMENT)

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SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
WISCONSIN HISTORY CENTER
18, 20, 22, 24, 30 N CARROLL ST

PROJECT NO: 22–11779
FIELDBOOK/PG: –
SHEET NO: 4 OF 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

CERTIFIED SURVEY MAP NO. _____

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CORPORATE OWNER'S CERTIFICATE

WISCONSIN HISTORICAL FOUNDATION, INC., A WISCONSIN NON-STOCK CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF MADISON, FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID WISCONSIN HISTORICAL FOUNDATION, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____DAY OF _____, 2025.

WISCONSIN HISTORICAL FOUNDATION, INC.

BY: _____

, MANAGING MEMBER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 2025, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED WISCONSIN HISTORICAL FOUNDATION, INC., TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

_____ _____

NOTARY PUBLIC, DANE COUNTY, WISCONSIN MY COMMISSION EXPIRES

WISCONSIN
JOHN
KREBS
S-1878
McFARLAND,
WISCONSIN
LAND SURVEYOR

SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
WISCONSIN HISTORY CENTER
18, 20, 22, 24, 30 N CARROLL ST

PROJECT NO: 22-11779
FIELDBOOK/PG: -
SHEET NO: 5 OF 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

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CITY OF MADISON PLAN COMMISSION APPROVAL

APPROVED FOR RECORDING PER CITY OF MADISON PLAN COMMISSION ACTION OF_____,2025.

_____ _____

MATT WACHTER, SECRETARY
CITY OF MADISON PLAN COMMISSION

DATE

CITY OF MADISON COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HEREBY APPROVED BY ENACTMENT NUMBER _____ , FILE NUMBER _____ , ENACTED ON THE ___ DAY OF _____ , 2025, AND THAT SAID ENACTMENT FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS DEDICATED AND/OR RIGHTS CONVEYED BY SAID CERTIFIED SURVEY MAP TO THE CITY OF MADISON FOR PUBLIC USE.

_____

MICHAEL HAAS, ACTING CITY CLERK,
CITY OF MADISON

WISCONSIN
JOHN
KREBS
S-1878
McFARLAND,
WISCONSIN
LAND SURVEYOR

OFFICE OF THE REGISTER OF DEEDS

_____ COUNTY, WISCONSIN

RECEIVED FOR RECORD_____,

20___ AT_____O'CLOCK____M

AS DOCUMENT #_____

IN VOL. _____OF CERTIFIED

SURVEY MAPS ON PAGE(S)_____

_____
REGISTER OF DEEDS

SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
WISCONSIN HISTORY CENTER
18, 20, 22, 24, 30 N CARROLL ST

PROJECT NO: 22-11779
FB/PG: -
SHEET NO: 6 OF 6

File: \\JSDINC\projects2\2022\2211779\DWG\Survey Sheets\2211779 F-CSM.dwg Layout: Sheet 6 User: john.krebs Plotted: Apr 30, 2025 - 9:01am

Department of Planning & Community & Economic Development
Planning Division
Heather Stouder, Director

Madison Municipal Building, Suite 017
215 Martin Luther King Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4635
www.cityofmadison.com

September 7, 2023

Eric Schoot
JSD Professional Services, Inc.
161 Horizon Drive, Suite 101
Verona, Wisconsin 54155

RE: ID 78225 | LNDCSM-2023-00017 – Certified Survey Map – 18-30 N Carroll Street (Wisconsin Historical Foundation, Inc.)

Dear Eric;

The one-lot Certified Survey Map for properties addressed as 18-30 N Carroll Street, Section 23, Township 7N, Range 9E, City of Madison, Dane County, Wisconsin, is hereby **conditionally approved**. The properties are zoned DC (Downtown Core District). The conditions of approval from the reviewing agencies to be satisfied prior to final approval and recording of the CSM are:

Please contact Timothy Troester of the City Engineering Division–Main Office at (608) 267-1995 if you have any questions regarding the following three (3) items:

1. Madison Metropolitan Sewerage District (MMSD) charges are due and payable prior to Engineering sign-off, unless otherwise collected with a Developer's / Subdivision Contract. Contact Mark Moder (608-261-9250) to obtain the final MMSD billing a minimum of two (2) working days prior to requesting City Engineering signoff. (MGO 16.23(9)(d)(4)

2. A minimum of two (2) working days prior to requesting City Engineering signoff on the plat/csm contact either Tim Troester (West) at 261-1995 (ttroester@cityofmadison.com) or Brenda Stanley (East) at 608-261-9127 (bstanley@cityofmadison.com) to obtain the final stormwater utility charges that are due and payable prior to sub-division of the properties. The stormwater utility charges (as all utility charges) are due for the previous months of service and must be cleared prior to the land division (and subsequent obsolesces of the existing parcel). (POLICY)

3. Provide an ownership/maintenance agreement (recorded) for the private sewer main prior to CSM/plan approval. (Policy)

Please contact Julius Smith of the City Engineering Division–Mapping Section, at (608) 264-9276 if you have questions regarding the following ten (10) items:

4. Any portion(s) of a public easement that is intended to be released shall be released by separate document prepared by City Office of Real Estate Services. Contact Jule Smith of Engineering Mapping (jsmith4@cityofmadison.com, 608-264-9276) to coordinate the Real Estate project, and associated information and fees required. If any release is required prior to recording of the plat, acknowledgement of the release and document number shall be noted on the face of the plat.

5. Coordinate and request from the utility companies serving this area the easements required to serve this development. Those easements shall be properly shown, dimensioned and labeled on the final plat.

6. Show the Alley reservation in Doc 267767.

7. Wisconsin Administrative Code A-E 7.08 identifies when Public Land System (PLS) tie sheets must be filed with the Dane County Surveyor's office. The Developer's Surveyor and/or Applicant must submit copies of required tie sheets or monument condition reports (with current tie sheet attached) for all monuments, including center of sections of record, used in this survey, to Jule Smith, City Engineering (jsmith4@cityofmadison.com)

8. In accordance with Section s. 236.18(8), Wisconsin Statutes, the Applicant shall reference City of Madison WCCS Dane Zone, 1997 Coordinates on all PLS corners on the Plat or Certified Survey Map in areas where this control exists. The Surveyor shall identify any deviation from City Master Control with recorded and measured designations. Visit the Dane County Surveyor's Office (web address https://www.countyofdane.com/PLANDEV/records/surveyor.aspx) for current tie sheets and control data that has been provided by the City of Madison.

9. Prior to Engineering final sign-off by main office for Plats or Certified Survey Maps (CSM), the final Plat or CSM in pdf format must be submitted by email transmittal to Engineering Land Records Coordinator Jule Smith (jsmith4@cityofmadison.com) for final technical review and approval. This submittal must occur a minimum of two working days prior to final Engineering Division sign-off.

10. Update street names to W. Mifflin Street and N. Carroll St.

11. Correct the spelling of recorded, add document no. of Prichette plat to legal description and verify all courses of the legal description with the line table.

12. After now reviewing that 8 inches of lot 2 are not part of the legal for 30 N Carroll ST and that found X do not represent the 66' lot in entirety remove the 66' recorded as from sheet 2 of 5. also include or label the 8 inch portion of lot 2 as Lot 2

13. Submit to Jule Smith, prior to Engineering sign-off of the subject plat, one (1) digital CADD drawing in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work, preferably closed polylines for lot lines, shall be void of gaps and overlaps and match the final recorded plat:

    a) Right-of-Way lines (public and private)

    b) Lot lines

    c) Lot numbers

    d) Lot/Plat dimensions

    e) Street names

    f) Easement lines (i.e. all shown on the plat including wetland & floodplain boundaries.)

    NOTE: This Transmittal is a separate requirement from the required Engineering Streets Section for design purposes. The Developer/Surveyor shall submit new updated final plat, electronic data for any changes subsequent to any submittal.

Please contact Lance Vest of the Office of Real Estate Services at (608) 245-5794 if you have any questions regarding the following seven (7) items:

14. Prior to approval sign-off by the Office of Real Estate Services ("ORES"), the Owner's Certificate(s) on the CSM shall be executed by all parties of interest having the legal authority to do so, pursuant to Wis. Stats. 236.21(2)(a). Said parties shall provide documentation of legal signing authority to the notary or authentication attorney at the time of execution. The title of each certificate shall be consistent with the ownership interest(s) reported in the most recent title report.

    When possible, the executed original hard stock recordable CSM shall be presented at the time of ORES approval sign-off. If not, the City and the Register of Deeds are now accepting electronic signatures. A PDF of the CSM containing electronic signatures shall be provided to ORES to obtain approval sign-off.

15. Prior to CSM approval sign-off, an executed and notarized or authenticated certificate of consent for all mortgagees/vendors shall be included following the Owner's Certificate(s).

16. As of July 17, 2023, the 2022 real estate taxes remain due for the subject property.

    Per 236.21(3) Wis. Stats. and 16.23(5)(g)(1) Madison General Ordinances, the property owner shall pay all real estate taxes that are accrued or delinquent for the subject property prior to CSM recording. This includes property tax bills for the prior year that are distributed at the beginning of the year. Receipts from the City of Madison Treasurer are to be provided before or at the time of sign-off. Payment is made to:

    City of Madison Treasurer
    210 Martin Luther King, Jr. Blvd.
    Madison, WI 53701

17. As of July 17, 2023, there are no special assessments reported. All known special assessments are due and payable prior to CSM approval sign-off. If special assessments are levied against the property during the review period and prior to CSM approval sign-off, they shall be paid in full pursuant to Madison General Ordinance Section 16.23(5)(g)1.

18. Pursuant to Madison City Ordinance Section 16.23(5)(g)(4), the owner shall furnish an updated title report to ORES via email to Lance Vest (lvest@cityofmadison.com), as well as the survey firm preparing the proposed CSM. The report shall search the period subsequent to the date of the initial title report (February 27, 2023) submitted with the CSM application and include all associated documents that have been recorded since the initial title report.

    A title commitment may be provided, but will be considered only as supplementary information to the title report update. Surveyor shall update the CSM with the most recent information reported in the title update. ORES reserves the right to impose additional conditions of approval in the event the title update contains changes that warrant revisions to the CSM.

19. Depict, name, and identify by document number all existing easements cited in record title and the updated title report. Depict or include a reference to Doc. Nos. 493259, 1673565, and 5131111 as referenced in the Title Report.

20. If all parties of interest agree that certain easements from prior plats or CSM's of record are no longer necessary, the release documents for said easements shall be recorded prior to CSM approval sign-off, with the recording information for the release included as a Note on the proposed CSM.

Specific questions regarding the comments or conditions contained in this letter should be directed to the commenting agency.

A resolution approving the CSM and authorizing the City to sign it and any other documents related to the proposed land division was reviewed and approved by the Common Council at its September 5, 2023 meeting.

In order to commence the process for obtaining the necessary City signatures on the Certified Survey Map, the applicant shall e-mail the revised CSM, updated title report, and any other materials required by reviewing agencies to the reviewing planner. The reviewing planner will share the updated materials with the relevant commenting City agencies for them to verify that their conditions have been satisfied and that the secretary or designee may sign the Plan Commission approval certificate. Once the Plan Commission certificate is executed, the Planning Division will make the City Clerk's Office aware that the Common Council certificate may be executed.

Once all of the necessary City signatures have been affixed to the Certified Survey Map, the instrument may be recording at the Dane County Register of Deeds Office. For information on recording procedures and fees, please contact the Register of Deeds at (608) 266-4141.

Any appeal from this action, including the conditions of approval, must be filed with the Circuit Court within 30 days from the date of this letter. **The approval of this CSM shall be null and void if not recorded in twelve (12) months from the date of the approving resolution or this letter, whichever is later.**

If you have any questions or if may be of any further assistance, please do not hesitate to contact my office at (608) 261-9135 or by e-mail at cwells@cityofmadison.com.

Sincerely,

Chris Wells
Planner

cc: Timothy Troester, City Engineering Division
Julius Smith, City Engineering Division–Mapping Section
Lance Vest, Office of Real Estate Services

City of Madison

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

Master

File Number: 90237

File ID:	90237	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Department of Planning and Community and Economic Development
				File Created Date :	10/01/2025
File Name:	CSM Re-Approval - 2221 Mustang Way			**Final Action:**	

Title: Re-approving a Certified Survey Map of property owned by Oakhouse RE, LLC located at 2221 Mustang Way and 5026 Reef Court (District 16).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Proposed CSM_10-01-25.pdf, CSM Approval Letter_07-05-24.pdf, Link to CSM Resolution ID 83528	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Department of Planning and Community and Economic Development	10/01/2025	RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER				

Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF MGO 2.055 - REPORT OF OFFICER

Notes: Staff recommends re-approval of the proposed CSM subject to the conditions in the July 5, 2024 approval letter (attached).

Text of Legislative File 90237

Fiscal Note
No City appropriation is required with the re-approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Re-approving a Certified Survey Map of property owned by Oakhouse RE, LLC located at 2221 Mustang Way and 5026 Reef Court (District 16).

Body
WHEREAS a Certified Survey Map of property owned by Oakhouse RE, LLC (previously H & E Development, LLC) located at 2221 Mustang Way and 5026 Reef Court, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS the Common Council previously approved this Certified Survey Map by Resolution 24-00479 (ID 83528) on July 16, 2024; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

WHEREAS Wis. Stat. 236.34(2)(b) requires that a Certified Survey Map be offered for recording within twelve (12) months of last approval of same;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby re-approved by the Madison Common Council subject to the prior conditions of approval.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

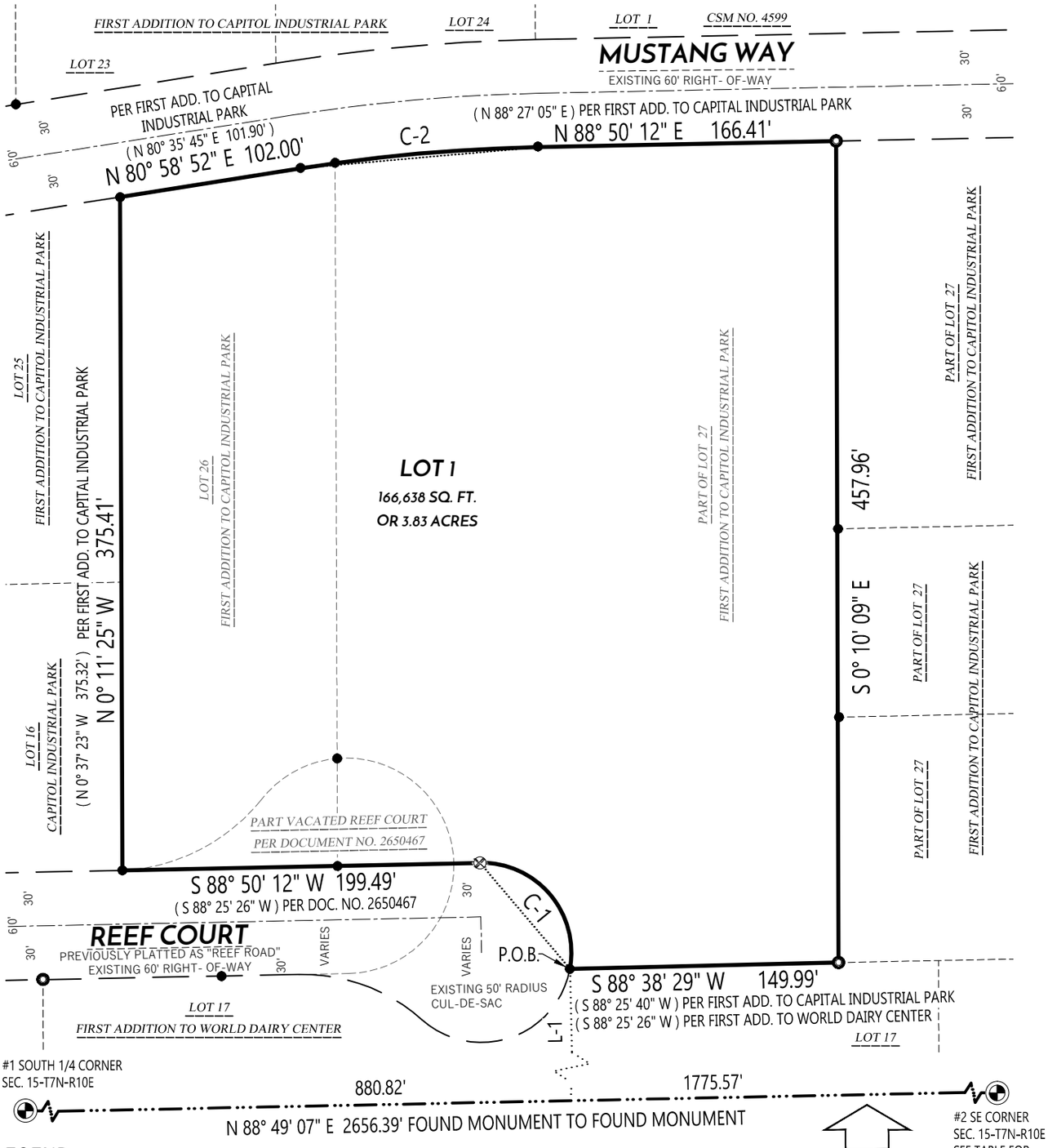
BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Common Council authorizes City staff to request approval from the Capital Area Regional Planning Commission of any minor revisions to adopted environmental corridor boundaries within the Central Urban Service Area relating to this land division, and that the Council recognizes and adopts said revised boundaries.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

CERTIFIED SURVEY MAP NO._____

ALL OF LOT 26 AND PART OF LOT 27, FIRST ADDITION TO CAPITOL INDUSTRIAL PARK RECORDED ON JULY 22, 1985 IN VOLUME 55 OF PLATS ON PAGES 33-34, AS DOCUMENT NO. 1890326 AND PART OF VACATED REEF COURT AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 14, 1994 IN VOLUME 29028 OF RECORDS ON PAGES 28-31, AS DOCUMENT NO. 2650467, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 10 EAST, LOCATED IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.



LEGEND

- PLSS SECTION CORNER FOUND AS NOTED
- 3/4" REBAR FOUND UNLESS NOTED
- 1" IRON PIPE FOUND
- 2" IRON PIPE FOUND
- 3/4" REBAR SET 1.50 LB/FT
- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- SECTION/QUARTER LINE
- PLATTED LINE
- EXISTING BUILDING
- ( ) RECORDED INFORMATION

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEK OF JULY 19TH, 2021
2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, T7N, R10E, BEARS N 88°49' 07" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEET 2 OF 6 LINE TABLE, CURVE TABLE AND EASEMENT DETAILS
5. SEE SHEET 3 OF 6 FOR EXISTING SITE FEATURE DETAILS AND SECTION CORNER MONUMENT COORDINATE TABLE

WISCONSIN
ZACHARY M. REYNOLDS
S-3223
MOUNT HOREB
WISCONSIN
PROFESSIONAL LAND SURVEYOR

WYSER ENGINEERING

PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KSW CONSTRUCTION CORP.
1100 JOHN P LIVESEY BLVD
VERONA, WI 53593

SURVEYED BY: ZMR/MAL
DRAWN BY: SCH
APPROVED BY: ZMR

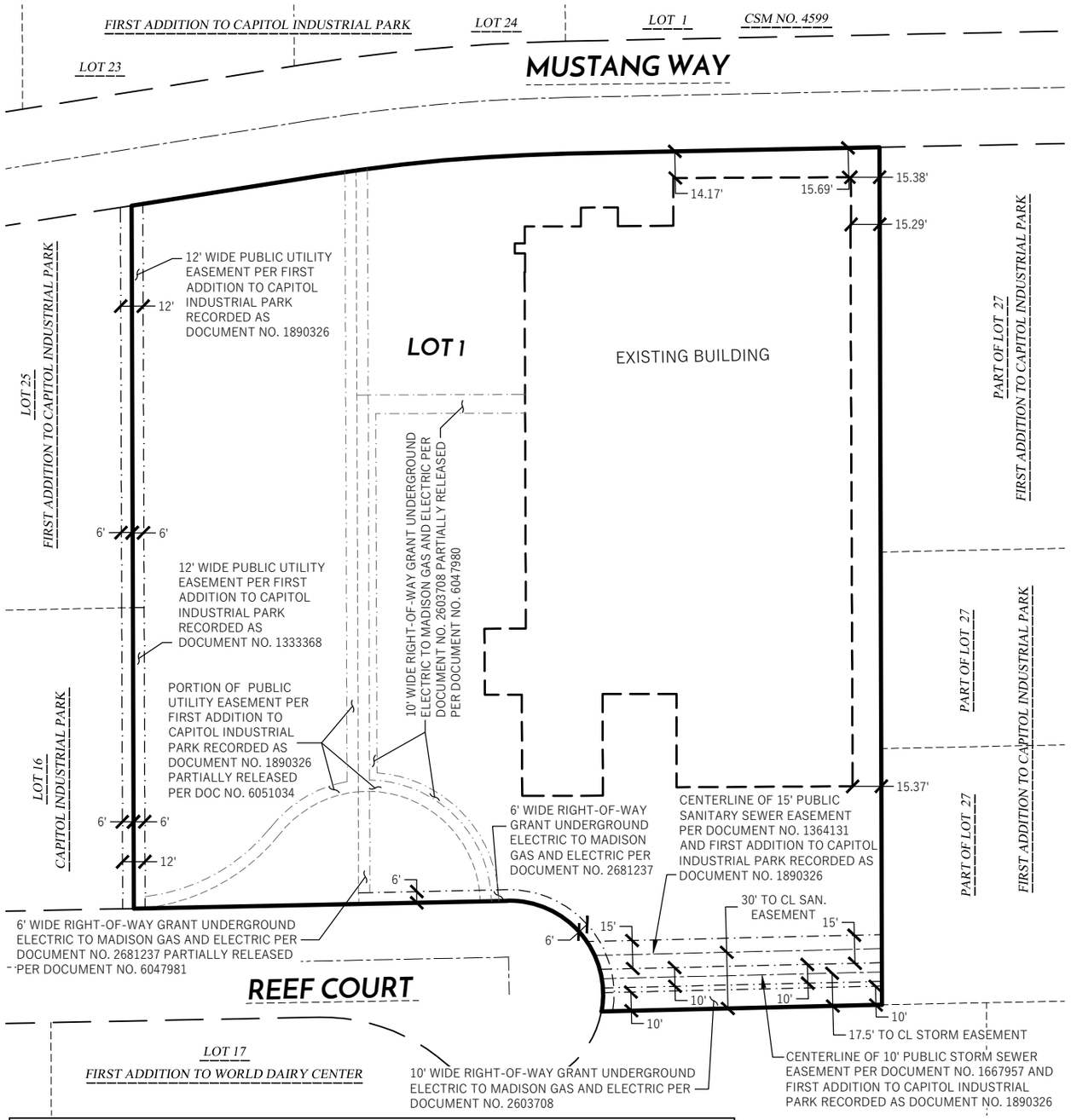
PROJECT NO: 170477
SHEET NO: 1 of 6

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DOC. NO. _____
C.S.M. NO. _____

File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 1 OF 6 User: sheorn Plotted: Sep 26, 2025 - 2:57pm

CERTIFIED SURVEY MAP NO._____

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CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	88.61'	50.00'	101° 32' 13"	N 40° 23' 41" W	77.46'	N 10° 22' 25" E	S88° 50' 12"W
(*)			101° 32' 14"	N 40° 48' 27" W			S 88° 25' 26" W
C-2	132.99'	970.00'	7° 51' 20"	N 84° 54' 32" E	132.89'	N 80° 58' 52" E	N 88° 50' 12" E
(**)				N 84° 31' 25" E		N 80° 35' 45" E	N 88° 27' 05" E

* PER WARRANTY DEED DOCUMENT NO. 2650243
** PER FIRST ADDITION TO CAPITOL INDUSTRIAL PARK

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	N 1° 10' 53" W	532.91'

NORTH

0' 40' 80'

LEGEND

- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- CENTERLINE
- PLATTED LINE
- EXISTING EASEMENT
- EXISTING BUILDING

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEK OF JULY 19TH, 2021
2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, T7N, R10E, BEARS N 88°49' 07" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
4. SEE SHEET 3 OF 6 FOR EXISTING SITE FEATURE DETAILS AND SECTION CORNER MONUMENT TABLE

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ZACHARY M. REYNOLDS
S-3223
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PROFESSIONAL LAND SURVEYOR

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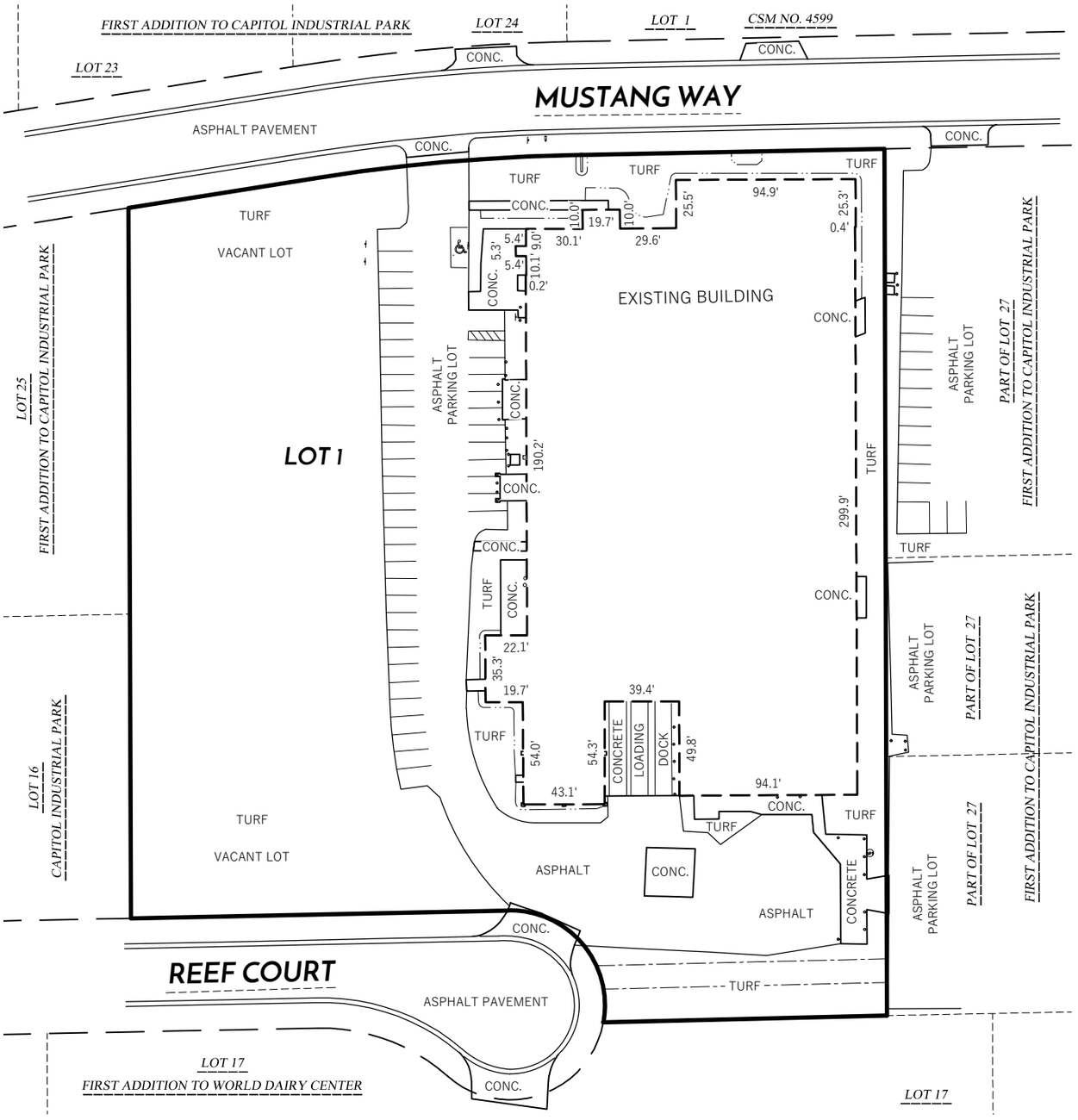
PROJECT NO: 170477
SHEET NO: 2 of 6

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C.S.M. NO. _____

File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 2 OF 6 User: shearn Plotted: Sep 26, 2025 - 2:55pm

CERTIFIED SURVEY MAP NO._____

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PLSS SECTION CORNER MONUMENT TABLE		
MON. #	DESCRIPTION	WISCRS DANE COORDINATES NAD 83 (2011)
1	FOUND 1-1/4" REBAR SOUTH 1/4	N: 478,383.06 E: 844,629.60
( )	CORNER OF SECTION 15 - T7N - R10E	(N: 478,382.90 E: 844,629.52)*
2	FOUND CITY OF MADISON MONUMENT	N: 478,437.84 E: 874,285.42
( )	SE CORNER OF SECTION 15 - T7N - R10E	(N: 478,437.66 E: 847,285.08)**

* PER SANDSNES 2004 TIE SHEET WCCS DANE NAD 83 (1991)
** PER SANDSNES 2007 TIE SHEET WCCS DANE NAD 83 (1997)

NORTH

0' 40' 80'

LEGEND

- CSM BOUNDARY
- RIGHT-OF-WAY LINE
- PLATTED LINE
- EXISTING BUILDING
- EXISTING PAVEMENT EDGE
- EXISTING LANDSCAPING LIMITS

NOTES:

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON THE WEEK OF JULY 19TH, 2021
2. NORTH REFERENCE FOR THIS CERTIFIED SURVEY AND MAP ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, T7N, R10E, BEARS N 88°49' 07" E
3. THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.

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APPROVED BY: ZMR

PROJECT NO: 170477
SHEET NO: 3 of 6

VOL. _____ PAGE _____
DOC. NO. _____
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File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 3 OF 6 User: shearn Plotted: Sep 26, 2025 - 2:58pm

*CERTIFIED SURVEY MAP NO.*_____

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LEGAL DESCRIPTION - AS PROVIDED

LOT TWENTY-SIX (26), FIRST ADDITION TO CAPITOL INDUSTRIAL PARK, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

AND

THAT PART OF VACATED REEF COURT (ROAD) AS PLATTED IN THE PLAT OF THE FIRST ADDITION TO CAPITOL INDUSTRIAL PARK, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF CURVATURE AT THE SOUTHWEST CORNER OF LOT 26 OF THE PLAT OF FIRST ADDITION TO CAPITOL INDUSTRIAL PARK, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTHEASTERLY 89.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 51° 19' 04", SAID ARC HAVING A CHORD BEARING NORTH 62° 46' 08" EAST, 86.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 49.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 47° 35' 02", SAID ARC HAVING A CHORD BEARING NORTH 60° 54' 07" EAST, 48.41 FEET; THENCE SOUTH 00° 37' 37" EAST, 59.87 FEET; THENCE SOUTH 88° 25' 26" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

AND

LOT TWENTY-SEVEN (27), FIRST ADDITION TO CAPITOL INDUSTRIAL PARK, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, EXCEPT THE EASTERLY 100.47 FEET THEREOF, AND FURTHER EXCEPT THOSE LANDS CONVEYED TO THE CITY OF MADISON, A WISCONSIN MUNICIPAL CORPORATION, IN WARRANTY DEED RECORDED DECEMBER 13, 1994 IN VOLUME 29019 OF RECORDS, PAGE 38 AS DOCUMENT NUMBER 2650243.

AND

A PART OF VACATED REEF COURT (ROAD), VACATED PER RESOLUTION RECORDED DECEMBER 14, 1994 IN VOLUME 29028 OF RECORDS, PAGE 28 AS DOCUMENT NUMBER 2650467, DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 10 EAST, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF CURVATURE AT THE SOUTHEAST CORNER OF LOT 26 OF THE PLAT OF FIRST ADDITION TO CAPITOL
INDUSTRIAL PARK, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTHEASTERLY 98.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 93° 43' 50", SAID ARC HAVING A CHORD BEARING SOUTH 48° 26' 45" EAST, 87.56 FEET; THENCE SOUTH 88° 25' 26" WEST, 64.90 FEET; THENCE NORTH 00° 37' 37" WEST, 59.87 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - AS SURVEYED

ALL OF LOT 26 AND PART OF LOT 27, FIRST ADDITION TO CAPITAL INDUSTRIAL PARK RECORDED ON JULY 22, 1985 IN VOLUME 55 OF PLATS ON PAGES 33-34, AS DOCUMENT NO. 1890326 AND PART OF VACATED REEF COURT AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 14, 1994 IN VOLUME 29028 OF RECORDS ON PAGES 28-31, AS DOCUMENT NO. 2650467, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 10 EAST, LOCATED IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.
DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF AFORESAID SECTION 15, THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 88 DEGREES 49 MINUTES 07 SECONDS EAST, 880.82 FEET; THENCE NORTH 01 DEGREE 10 MINUTES 53 SECONDS WEST, 532.91 FEET TO A POINT ON THE EASTERLY SIDE OF THE CURVING RIGHT-OF-WAY OF REEF COURT, BEING THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED IN WARRANTY DEED RECORDED ON DECEMBER 13, 1994 IN VOLUME 29019 OF DEEDS ON PAGES 38 AND 39 AS DOCUMENT NO. 2650243 AND THE POINT OF BEGINNING;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE RIGHT-OF-WAY OF REEF COURT 88.61 FEET ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 23 MINUTES 41 SECONDS WEST, 77.46 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY OF REEF COURT SOUTH 88 DEGREES 50 MINUTES 12 SECONDS WEST, 199.49 FEET TO THE WEST LINE OF AFORESAID LOT 26; THENCE ALONG SAID WEST LINE OF LOT 26 NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST, 375.41 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF MUSTANG WAY AND NORTHWEST CORNER OF SAID LOT 26; THENCE ALONG SAID RIGHT-OF-WAY OF MUSTANG WAY NORTH 80 DEGREES 58 MINUTES 52 SECONDS EAST, 102.00 FEET TO A POINT OF TANGENT CURVE; THENCE CONTINUING NORTHEASTERLY ALONG SAID RIGHT-OF-WAY OF MUSTANG WAY 132.99 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 970.00 FEET AND A LONG CHORD THAT BEARS NORTH 84 DEGREES 54 MINUTES 32 SECONDS EAST, 132.89 FEET TO A POINT OF TANGENT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF MUSTANG WAY NORTH 88 DEGREES 50 MINUTES 12 SECONDS EAST, 166.41 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 09 SECONDS EAST, 457.96 FEET TO THE SOUTH LINE OF AFORESAID LOT 27; THENCE ALONG SAID SOUTH LINE OF LOT 27 SOUTH 88 DEGREES 38 MINUTES 29 SECONDS WEST, 149.99 FEET BACK TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, ZACHARY M. REYNOLDS, WISCONSIN PROFESSIONAL LAND SURVEYOR S-3223, DO HEREBY CERTIFY THAT BY DIRECTION OF KSW CONSTRUCTION CORPORATION, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MADISON AND DANE COUNTY, WISCONSIN.



_____ _____
ZACHARY M. REYNOLDS, S-3223 DATE
WISCONSIN PROFESSIONAL LAND SURVEYOR

WYSER ENGINEERING

PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KSW CONSTRUCTION CORP.
1100 JOHN P LIVESEY BLVD
VERONA, WI 53593

SURVEYED BY: ZMR/MAL
DRAWN BY: SCH
APPROVED BY: ZMR

PROJECT NO: 170477
SHEET NO: 4 of 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 4 OF 6 User: shearn Plotted: Sep 26, 2025 - 2:58pm

*CERTIFIED SURVEY MAP NO.*_____

ALL OF LOT 26 AND PART OF LOT 27, FIRST ADDITION TO CAPITOL INDUSTRIAL PARK RECORDED ON JULY 22, 1985 IN VOLUME 55 OF PLATS ON PAGES 33-34, AS DOCUMENT NO. 1890326 AND PART OF VACATED REEF COURT AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 14, 1994 IN VOLUME 29028 OF RECORDS ON PAGES 28-31, AS DOCUMENT NO. 2650467, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 10 EAST, LOCATED IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

OAKHOUSE RE, LLC, A DELEWARE LIMITED LIABILITY COMPANY, AS OWNER, WE HEREBY CERTIFY THAT WE CAUSED THE LANDS DESCRIBED HEREON TO BE SURVEYED, DIVIDED MAPPED AND DEDICATED AS SHOWN. I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S. 236.34 OF THE WISCONSIN STATE STATUES TO BE SUBMITTED TO THE CITY OF MADISON FOR APPROVAL.

BY: _____
MANAGING MEMBER
OAKHOUSE RE, LLC

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, THE ABOVE NAMED

MANAGING MEMBER FOR OAKHOUSE RE, LLC, _____TO ME KNOWN TO BE THE

PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

_____ _____
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES

CONSENT OF MORTGAGEE

PROTERRA FINANCE LLC, A DELEWARE LIMITED LIABILITY COMPANY, MORTAGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEY, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP AND DOES HEREBY CONSENT TO THE OWNER'S CERTIFICATE.

BY: _____
AUTHORIZED OFFICER
PROTERRA FINANCE, LLC

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS_____DAY OF_____, 20___, THE ABOVE

NAMED BANKING ASSOCIATION , ASSOCIATED BANK, NATIONAL ASSOCIATION, AUTHORIZED OFFICER

_____ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

_____ _____
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES



WYSER ENGINEERING

PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
KSW CONSTRUCTION CORP.
1100 JOHN P LIVESEY BLVD
VERONA, WI 53593

SURVEYED BY: ZMR/MAL
DRAWN BY: SCH
APPROVED BY: ZMR

PROJECT NO: 170477
SHEET NO: 5 of 6

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 5 OF 6 User: shearn Plotted: Oct 01, 2025 - 10:36am

*CERTIFIED SURVEY MAP NO.*_____

ALL OF LOT 26 AND PART OF LOT 27, FIRST ADDITION TO CAPITOL INDUSTRIAL PARK RECORDED ON JULY 22, 1985 IN VOLUME 55 OF PLATS ON PAGES 33-34, AS DOCUMENT NO. 1890326 AND PART OF VACATED REEF COURT AS DESCRIBED IN RESOLUTION RECORDED DECEMBER 14, 1994 IN VOLUME 29028 OF RECORDS ON PAGES 28-31, AS DOCUMENT NO. 2650467, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 10 EAST, LOCATED IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

MADISON COMMON COUNCIL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HERBY APPROVED BY ENACTMENT

NUMBER _____, FILE ID NUMBER _____, ADOPTED ON THIS _____ DAY OF _____, 20___.

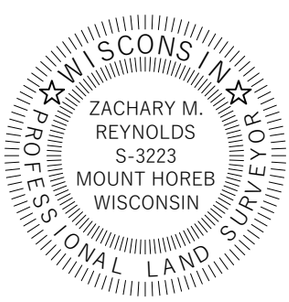
DATED THIS _____ DAY OF _____, 20___.

_____
LYDIA A. McCOMAS, CITY CLERK,
CITY OF MADISON

CITY OF MADISON PLAN COMMISSION CERTIFICATE

APPROVED FOR RECORDING PER THE SECRETARY OF THE CITY OF MADISON PLAN COMMISSION.

_____ _____
MATTHEW WACHTER, DATE:
SECRETARY OF THE PLAN COMMISSION



OFFICE OF THE REGISTER OF DEEDS

_____COUNTY, WISCONSIN

RECEIVED FOR RECORD_____,

20____ AT_____O'CLOCK_____M AS

DOCUMENT # _____

IN VOL. _____ OF CERTIFIED SURVEY

MAPS ON PAGE(S) _____ .

_____
KRISTI CHLEBOWSKI, REGISTER OF DEEDS

WYSER ENGINEERING

PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
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1100 JOHN P LIVESEY BLVD
VERONA, WI 53593

SURVEYED BY: ZMR/MAL
DRAWN BY: SCH
APPROVED BY: ZMR

PROJECT NO: 170477
SHEET NO: 6 of 6

File: W:\2017\170477_Kilen - Oakhouse Farm Bakery\DWG\2021 Design\17-0477_ Reef Court CSM.dwg Layout: CSM 6 OF 6 User: shearn Plotted: Oct 01, 2025 - 10:54am

Department of Planning & Community & Economic Development
Planning Division
William Fruhling, Interim Director

Madison Municipal Building, Suite 017
215 Martin Luther King Jr. Boulevard
Madison, Wisconsin 53703
Phone: (608) 266-4635
www.cityofmadison.com

****BY E-MAIL ONLY****

July 5, 2024

Zach Reynolds
Wyser Engineering
300 E Front Street
Mount Horeb, Wisconsin 53572

RE: LNDCSM-2024-00024; ID 83528 – Certified Survey Map – 2221 Mustang Way and 5026 Reef Court (H & E Development, LLC)

Dear Zach;

The one-lot Certified Survey Map to combine property located at 2221 Mustang Way and 5026 Reef Court, Section 15, Township 7N, Range 10E, City of Madison, Dane County, Wisconsin, is hereby **conditionally approved**. The property is zoned IL (Industrial–Limited District). The conditions of approval from the reviewing agencies to be satisfied prior to final approval and recording of the CSM are:

Please contact Brenda Stanley of the City Engineering Division at (608) 261-9127 if you have questions regarding the following two (2) items:

1. Madison Metropolitan Sewerage District (MMSD) charges are due and payable prior to City Engineering Division sign-off, unless otherwise collected with a Developer's / Subdivision Contract. Contact Mark Moder ((608) 261-9250) toobtain the final MMSD billing a minimum of two (2) working days prior to requesting City Engineering sign-off.

2. A minimum of two (2) working days prior to requesting City Engineering Division sign-off on the CSM, contact eitherTim Troester (West) at 608-261-1995 (ttroester@cityofmadison.com) or Brenda Stanley (East) at 608-261-9127 (bstanley@cityofmadison.com) to obtain the final stormwater utility charges that are due and payable prior to sub-division of the properties. The stormwater utility charges (as all utility charges) are due for the previous months of service and must be cleared prior to the land division (and subsequent obsolesces of the existing parcel).

Please contact Julius Smith of the City Engineering Division–Mapping Section at (608) 264-9276 if you have questions regarding the following fourteen (14) items:

3. Any portion(s) of a public easement that is intended to be released shall be released by separate document prepared by City Office of Real Estate Services. Contact Jule Smith of Engineering Mapping (jsmith4@cityofmadison.com) to coordinate the Real Estate project, and associated information and fees required. If any release is required prior to recording of the plat, acknowledgement of the release and document number shall be noted on the face of the plat. The concurrent proposed development

is located over a public utility easement the will require release documents be filed by both the public utilities that serve the area and the City.

4. Provide for review, comprehensive reciprocal easements and agreements including, but not limited to, access, ingress egress, and storm management that are necessary to accomplish the land division or site development as proposed prior to final sign off. The document(s) shall be executed and recorded immediately subsequent to the CSM recording and prior to building permit issuance. There is an existing concrete drive apron shown at the Southeast corner of the parcel that appears to connect to the pavement and give large trucks better access to a loading dock on 2326 Vondron Road, which is all of Lot 31 and part of Lot 27 of First Addition to Capital Industrial Park. This appears to be used to allow trucks to back into the dock on the adjacent property. Provide necessary agreements to formalize any rights need for the present uses.

5. Coordinate with Madison Gas and Electric for the required releases of the easements per Document Nos. 2603708 and 2681237.

6. Show the 12-foot public utility easement per Capital Industrial Park recorded as Document No. 1333368 split along Lot 16 and what was Lot 17 and is now Lot 26, First Addition to Capital Industrial Park. Note the portion that is located in Lot 26 overlaps the public utility easement as set forth in said First Addition.

7. Confirm accuracy of title work. There are easements shown on CSM that are not provided or noted in the title work as being recorded against the property and other easements that do not affect, as they are not the same lots. Title work should have had Document No. 1364131 listed, Public Sanitary Sewer Easement it was recorded in the last 60 years. Provide revised title report with a complete and accurate search which would result in Document No. 1364131 being provided and without Document No 1668675 along with and all other recorded documents affecting the property.

8. Wisconsin Administrative Code A-E 7.08 identifies when Public Land System (PLS) tie sheets must be filed with the Dane County Surveyor's office. The developer's surveyor and/or applicant shall submit copies of required tie sheets or monument condition reports (with current tie sheet attached) for all monuments, including center of sections of record, used in this survey, to Jule Smith (jsmith4@cityofmadison.com).

9. Prior to Engineering final sign-off for Certified Survey Maps (CSM), the final CSM shall be submitted in PDF format by email to City Engineering Division Land Records Coordinator Jule Smith (jsmith4@cityofmadison.com) for final technical review and approval. This submittal must occur a minimum of two working days prior to final Engineering Division sign-off.

10. Remove (Road) from the Reef Court street name. I t may be referenced with separate less prominent text as ‘Platted as Reef Road’, as is show in all of the surrounding plats, but it has been officially renamed.

11. Note that the 6-foot portion of the MG&E Right-of-Way Grant Underground Electric is per Document No. 2681237 and not 2603708.

12. In the second line of the second paragraph of the as Surveyed Legal Description, after NORTH 01 DEGREE 10 MINUTES 53 SECONDS WEST add 532.91 Feet. This should match L-1 in the line table.

13. In the second line of the third paragraph of the as Surveyed Legal Description the bearing listed for the chord is NORTH 40 DEGREES 23 MINUTES 07 SECONDS WEST, in the Curve table this is listed as N 40° 23' 41"W. Make a correction of one of the bearings.

14. Use the updated Common Council Certificate to be provided by the City's Office of Real Estate Services.

15. The pending Certified Survey Map application for this property shall be completed and recorded with the Dane County Register of Deeds, the new parcel data created by the Assessor's Office, and the parcel data available to Zoning and Building Inspection staff prior to issuance of building permits and early start permits for new construction.

16. The applicant shall submit to Julius Smith, prior to final Engineering sign-off of the subject CSM, one (1) digital CADD drawing in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the final recorded CSM: right of way lines (public and private); lot lines; lot numbers; lot/plat dimensions; street names, and; easement lines (including wetland and floodplain boundaries).

    *This transmittal is a separate requirement than the required submittals to Engineering Streets Section for design purposes. The Developer/Surveyor shall submit new updated final plat, electronic data and a written notification to Engineering Mapping for any changes to the plat which occur subsequent to any submittal.

Please contact the Melissa Hermann Office of Real Estate Services at mhermann@cityofmadison.com if you have any questions regarding the following eleven (11) items:

17. Prior to approval sign-off by the Office of Real Estate Services ("ORES"), the Owner's Certificate(s) on the CSM shall be executed by all parties of interest having the legal authority to do so, pursuant to Wis. Stats. 236.21(2)(a). Said parties shall provide documentation of legal signing authority to the notary or authentication attorney at the time of execution. The title of each certificate shall be consistent with the ownership interest(s) reported in the most recent title report.

18. Prior to CSM approval sign-off, an executed and notarized or authenticated certificate of consent for all mortgagees/vendors shall be included following the Owner's Certificate(s).

19. If a mortgage or other financial instrument is reported in record title, but has been satisfied or no longer encumbers the lands or ownership within the CSM boundary, a copy of a recorded satisfaction or release document for said instrument shall be provided prior to CSM approval sign-off.

20. All ownership consents and certifications for the subject lands shall conform to Wis. Stats. 236.21(2) and 236.29 by including the language "…surveyed, divided, mapped and dedicated…"

21. If any portion of the lands within the CSM boundary are subject to an Option to Purchase or other Option interest please include a Certificate of Consent for the option holder and have it executed prior to CSM sign-off, if said ownership interest meets the criteria set forth by Wis. Stat. Sec. 236.34 and Sec. 236.21(2)(a).

22. A Consent of Lessee certificate shall be included on the CSM for all tenant interests in excess of one year, recorded or unrecorded, and executed prior to CSM sign-off.

23. Madison Common Council Certificate: This certificate is required when dedication of land and the conveyance of rights in land are required. For parcels located within the City of Madison, a Madison Common Council Certificate shall appear as follows:

    Resolved that this certified survey map located in the City of Madison was hereby approved by Enactment Number_____, File ID Number _____, adopted on the ____ day of _____, 20__, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Madison for public use.

    Dated this ____ day of _____, 2024

    _____
    Maribeth L. Witzel-Behl, City Clerk
    City of Madison, Dane County Wisconsin

24. Register of Deeds Certificate: Please include a space for the Register to hand write the recording info on the date of recording, to appear similar to the following:

    Office of the Register of Deeds
    Dane County, Wisconsin
    Received for recording on _____, 20___ at ____o'clock__M, and
    recorded in Volume ___of CSMs on page(s)_____, Document No._____.

    _____
    Kristi Chlebowski, Register of Deeds

25. Per 236.21(3) Wis. Stats. and MGO Section 16.23(4)(f), the property owner shall pay all real estate taxes that are accrued or delinquent for the subject property prior to CSM recording. As of June 14, 2024, there are real estate taxes due on 2221 Mustang Way of $12,318.69, and $822.55 on 5026 Reef Court.

26. Pursuant to MGO Section 16.23(4)(f), the owner shall furnish an updated title report to the ORES as well as the survey firm preparing the proposed CSM. The report shall search the period subsequent to the date of the initial title report submitted with the CSM application and include all associated documents that have been recorded since the initial title report. A title commitment may be provided, but will be considered only as supplementary information to the title report update. The surveyor shall update the CSM with the most recent information reported in the title update. ORES reserves

the right to impose additional conditions of approval in the event the title update contains changes that warrant revisions to the CSM.

27. Revise the CSM prior to final approval as follows:

    a) Depict, name, and identify by document number all existing easements cited in record title and the updated title report.

    b) Depict and dimension public easements for utilities and storm water drainage rights-of-way to be dedicated on the proposed CSM where necessary.

    c) If all parties of interest agree that certain easements from prior plats or CSM's of record are no longer necessary, the release documents for said easements shall be recorded prior to CSM approval sign-off, with the recording information for the release included as a Note on the proposed CSM.

    d) Liens or judgments levied against the lands within the CSM boundary shall be satisfied, with proof of satisfaction provided prior to CSM approval sign-off.

    e) Create notes that define the purpose of and the ownership of (whether public or private) all outlots. The note for an outlot dedicated to the public shall say: "Dedicated to the public for _____ purposes."

Please contact Trent W. Schultz of the Parking Division at (608) 246-5806 if you have any questions regarding the following item:

28. The agency reviewed this project and determined a Transportation Demand Management (TDM) Plan is not required as part of certified survey map review. A TDM Plan may be required as part of future development, if additional parking stalls are proposed.

Specific questions regarding the comments or conditions contained in this letter should be directed to the commenting agency.

A resolution approving the Certified Survey Map and authorizing the City to sign it and any other documents related to the CSM will be reviewed by the Common Council at its July 16, 2024 meeting.

In order to commence the process for obtaining the necessary City signatures on the Certified Survey Map, the applicant shall e-mail the revised CSM, updated title report, and any other materials required by reviewing agencies to the reviewing planner. The reviewing planner will share the updated materials with the relevant commenting City agencies for them to verify that their conditions have been satisfied and that the secretary or designee may sign the Plan Commission approval certificate. Once the Plan Commission certificate is executed, the Planning Division will make the City Clerk's Office aware that the Common Council certificate may be executed.

Once all of the necessary City signatures have been affixed to the Certified Survey Map, the instrument may be recording at the Dane County Register of Deeds Office. For information on recording procedures and fees, please contact the Register of Deeds at (608) 266-4141.

Any appeal from this action, including the conditions of approval, must be filed with the Circuit Court within 30 days from the date of this letter. **The approval of this CSM shall be null and void if not recorded in twelve (12) months from the date of the approving resolution or this letter, whichever is later.**

If you have any questions or if may be of any further assistance, please do not hesitate to contact my office at (608) 261-9632 or tparks@cityofmadison.com.

Sincerely,

Timothy M Parks

Timothy M. Parks
Planner

cc: Brenda Stanley, City Engineering Division
Julius Smith, City Engineering Division–Mapping Section
Melissa Hermann, Office of Real Estate Services
Trent Schultz, Parking Division

City of Madison

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

Master

File Number: 89833

File ID:	89833	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/04/2025
File Name:	Small Cap TIF Loan Stella's Bakery			**Final Action:**	

Title: Authorizing a loan to Stella's Bakery of Madison or its assigns in the amount of $250,000 for real estate improvements to the commercial property at 3113 Syene Road through the TID 51 Small Cap TIF program using TID #51 incremental revenue as authorized in the TID #51 Project Plan (RES-23-00208) adopted by the Common Council on March 7, 2023. (District 14)

Notes:

Sponsors:	Isadore Knox Jr.	**Effective Date:**	
Attachments:	TIF Loan Summary Stellas of Madison.pdf	**Enactment Number:**	
Author:	Michael Miller, Business Development Specialist	**Hearing Date:**	
Entered by:	cklawiter@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	09/04/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Economic Development Committee (9/17/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
	Notes: Additional referral to Economic Development Committee						
1	FINANCE COMMITTEE	09/16/2025	Referred	ECONOMIC DEVELOPMENT COMMITTEE		09/17/2025	
	Action Text: This Resolution was Referred to the ECONOMIC DEVELOPMENT COMMITTEE						
1	ECONOMIC DEVELOPMENT COMMITTEE	09/17/2025	Return to Lead with the Recommendation for Approval		09/29/2025		
	Action Text: Miller gave an overview. Bryan Zaramba presented MDC's part of the process. The business owners also gave an introduction and overview followed by questions from members. A motion was made by Madison and seconded by Liggon to return to lead with recommendation for Common Council to approve. The motion passed unanimously by voice vote. Bulgrin recused from voting.						

1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89833

Fiscal Note

The proposed resolution authorizes a Small Cap TIF loan to Stella's Bakery of Madison or its assigns in the amount of $250,000 for real estate improvements to the commercial property at 3113 Syene Rd. The TID 51 Project Plan includes $1.5 million for Small Cap TIF Loan Program. At loan closing, the City shall disburse an amount equal to 15% of the principal amount of loan to MDC from Program funds for servicing. The service fees for this loan will be $37,500.

The TID 51 Project Plan includes $1.5 million for Small Cap TIF Loans. The Common Council approved the TID 51 Project Plan in 2023 (RES-23-00208, Leg file 75809). Council further authorized Madison Development Corporation (MDC) to administer the program in TID 51 (RES-23-00470, Leg file 78323). Six other Small Cap TIF loans in TID 51 have been approved by Council: $212,500 (RES-23-00651, Leg file 80079), $250,000 (RES-23-00776, Leg file 80813), $80,000 (RES-24-00060, Leg file 81363), $113,500 (RES-24-00061, Leg file 81366), $100,000 (RES-24-00348, Leg file 83170), and $125,000 (RES-24-00551, Leg file 84609). Service fees for these loans total $132,150.

No additional City appropriation is required.

Title

Authorizing a loan to Stella's Bakery of Madison or its assigns in the amount of $250,000 for real estate improvements to the commercial property at 3113 Syene Road through the TID 51 Small Cap TIF program using TID #51 incremental revenue as authorized in the TID #51 Project Plan (RES-23-00208) adopted by the Common Council on March 7, 2023. (District 14)

Body

WHEREAS, the City of Madison has created the boundary and Project Plan for Tax Incremental District (TID) #51 on March 7, 2023 RES-23-00208 (File ID Number 75809); and

WHEREAS, the intent and purpose of the Project Plan, among other things, is to attract and retain business and employment in the South Madison area generally bounded by Fish Hatchery Road, the Beltline Highway, John Nolan Drive, and Murphy Creek; and

WHEREAS, Stella's Bakery of Madison will operate its businesses out of this location and the improvements will include cold storage, new equipment, as well as a new roof and new HVAC. This will allow the company to automate most production which is currently done manually. The structure includes 3 offices, small storage, two restrooms, 4160 SF warehouse, two loading docks and one drive-in overhead door. The company has been in operation since 1988; and

WHEREAS, Stella's Bakery of Madison would utilize Small Cap TIF program funds to assist with the real estate improvements for the property located at 3113 Syene Road, hereby meeting the requirements of the Small Cap TIF program; and

WHEREAS, the program guidelines stipulate through these funds borrowers may receive

zero-percent (0%) loans, not to exceed $250,000, for the purpose of purchasing real estate, financing real estate improvements or not to exceed $150,000 for purchasing capital machinery and equipment. And for each anniversary year of the Common Council authorization of the Loan, 20% of the original principle of the Loan is forgiven until the entire balance is forgiven at the end of five (5) years; and

WHEREAS, the City of Madison has a service contract with Madison Development Corporation (MDC) to market the Program to eligible small businesses and MDC shall qualify all Borrowers for eligibility and credit-worthiness; and

WHEREAS, MDC created a loan summary report and the MDC Loan Committee has recommended an investment of $250,000 of TID 51 Small Cap TIF loan program funds using TID #51 incremental revenue to this project.

NOW, THEREFORE BE IT RESOLVED, that the Common Council authorizes a $250,000 TID 51 Small Cap TIF loan program using TID #51 incremental revenue to Stella's Bakery of Madison and/or its assigns for real estate improvements to the property at 3113 Syene Road; and

BE IT FINALLY RESOLVED that the Mayor and City Clerk are hereby authorized to execute a loan agreement and/or any other documents as may be necessary to effectuate the transaction, all of which are subject to the approval of the City Attorney.

CITY OF MADISON – TID #51 – SMALL CAP LENDING PROGRAM
LOAN SUMMARY REPORT
AUGUST 22, 2025

BORROWER: Cubetti 3113, LLC

BUSINESS: Stella's of Madison, Inc.

ADDRESS: 3113 Syene Rd, Madison, WI 53713-3206

PRINCIPALS: Jennifer Patrello and Patrick Patrello

CREDIT REQUEST: $250,000 from Small Cap TIF Program (TID #51)

AMORTIZATION: 5-year maturity. 20 % forgivable per year.

RATE: 0% fixed. 0% closing fee.

PURPOSE: Provide funding for real estate renovations at 3113 Syene Rd, Madison, WI 53713.

COLLATERAL: Second real estate mortgage on 3113 Syene Rd, Madison, WI. Assignment of Leases & Rents on 3113 Syene Rd, Madison, WI 53713. General Business Security Agreement (GBSA). Unlimited Personal Guaranty of Patrick & Jennifer Patrello. Unlimited Corporate Guaranty from Stella's of Madison, Inc.

DISADVANTAGED BUSINESS

____ MBE
_X_ WBE
____ L-M-I Ownership
____ Other _____

TYPE OF BUSINESS

___X Basic
____Neighborhood
Years in Operation: _37

CDBG ENVIRONMENTAL REVIEW

Required: Yes ____ No__**x**___

Date Requested: _____

JOB IMPACT

_6_ Number of Jobs Created

OTHER FUNDING

- Park Bank, Owner's contribution, construction loan TBD

BACKGROUND

Stella's Madison Inc. (Stella's) has been a successful Madison-based bakery for more than 35 years. The bakery was started by Max and Coralia Harn in 1988 and their products became a staple at the Dane County Farmers Market. Max and Coralia's youngest daughter Jennifer Patrello and husband Patrick purchased shares of the family business in 2019. Jennifer and Patrick became sole owners of Stella's of Madison Inc. in June 2021. Stella's currently employs 12 full-time non-seasonal employees. And during their high season, the company employs up to 20 full-time employees and 25 part-time employees.

Over the last several years, Jennifer and Patrick worked to diversify sales into grocery stores, direct to consumer, and restaurants. The goal is to convert seasonal employees into full-time, year-round employees.

Stella's applied for the City of Madison's Small Cap TIF Program to assist in the renovation of a recent purchase, streamlining of a new facility and production line which would allow the company to hire more year-round employees and keep up with current demand.

PROJECT DESCRIPTION

The subject property is located at 3113 Syene Rd in Madison, just two blocks away from the company's current location. The property is a pre-engineered steel building on slab with metal and brick exterior. The property also includes an office space with 3 offices, small storage, and two restrooms totaling 840SF office. The warehouse totals 4160 SF and includes two loading docks and one drive-in overhead doors. The parking lot was recently repaved and includes 21 parking spots. The lot is 1.058 Acres. The company closed on the property on August 15, 2025.

In order to relocate Stella's, the space will need remodeling. The remodel will include cold storage, new equipment, as well as new roof and new HVAC. This will allow the company to automate most production which is currently done manually. This is expected to cut costs and scale production.

This credit request to MDC's Small Cap TIF Program represents a piece of gap financing for the project, which is estimated to cost $1.194M. The funding request from the Small Cap Lending Program is for real estate renovations. The renovations are expected to take 18 months to complete, with the new facility expected to be operational by Q2 2027.

BUDGET

Stella's of Madison, Inc.

3113 Syene Rd., Madison

The breakdown is listed below:

Real Estate Purchase	$	790,000
Real Estate Improvements		400,000
Equipment		150,000
		-
Total Costs	$	1,340,000
Less: Owner Contribution	$	185,000
Total Costs	$	1,155,000
Park Bank	$	620,000
Other Lender Construction Loan	$	285,000
Madison Development Corporation (BLP)		-
Small Cap TIF - Lending Program		250,000
Total	$	1,155,000

Submitted By:
Patrick and Jennifer Patrello

MANAGEMENT

Jennifer Patrello: Jennifer Patrello is the President of Stella's of Madison, Inc. As a daughter of the original founders of Stella's, she has been affiliated with the company for decades, and she has been formally working there for over 10 years. She and her husband Patrick bought out her sister and brother-in-law to become sole owners of Stella's.

Patrick Patrello: Patrick Patrello is a graduate of the University of Michigan. He is a licensed architect with 25 years of experience and operates a sole proprietorship. He serves as Secretary, Treasurer & Baker for Stella's Bakery. As a member of the Dane County Farmers Market, he is required to help bake the products. His expertise is mixing and shaping bakery products and analyzing sales growth/costs.

Jason Harder, General Manager: Jason is a graduate from UW Madison and Madison College. He has 20 years of baking experience. He manages production and staff and Inventory. He is the schedule manager and does Stella's Social Media Marketing and Special Events.

OWNERSHIP STRUCTURE

Cubetti 3113, LCC is owned 50% by Jennifer Patrello and 50% by Patrick Patrello. Stella's of Madison, Inc. is owned 100% by Jennifer Patrello.

MDC and Park Bank will lend to Cubetti 3113, LLC.

SUMMARY OF FINANCIAL STATEMENTS

The Patrellos have provided financial statements for 2021 through 2024. These statements indicate growing cash flow for the past four years.

The Patrellos have also provided estimates for sales through 2027. Their projected growth in sales is expected to come mostly from wholesale, which saw YOY increases of 18% and 8% in 2022-2023 and 2023-2024, respectively.

Liabilities for this project will include a $620,000 loan from Park Bank for the acquisition of the real estate, $250,000 from the Small Cap TIF Lending Program for renovations, and a construction loan of $285,000 for the remainder of the renovations.

Key Financial Ratios

Debt to Net Worth: 0.79

Current: 76.68

Debt Coverage: 3.92

Ratios were based on historical annual financial statements submitted by Stella's and Park Bank's credit review.

ECONOMIC IMPACT

Total New Positions	2025	2026	2027
Full-Time Positions	0	0	6
Part-Time Positions	1	2	4

The company currently has 12 full-time, year-round employees and 12 seasonal, part-time employees.

The project is expected to convert most of the seasonal employees into year-round employees after the new facility is operational. Additional growth may create up to 4 new part-time seasonal employees within the next two years. These are expected to be hourly positions and will include manufacturing personnel, manufacturing supervisors, and office/administrative staff.

RISKS

Projections could be impacted in the event of an economic downturn and if worker shortages increase.

The MDC loan will be secured by the same assets as Park Bank with similar terms. The City of Madison will hold a junior position on collateral available.

COLLATERAL

Second real estate mortgage on 3113 Syene Rd, Madison, WI,. Assignment of Leases & Rents on 3113 Syene Rd, Madison, WI 53713. General Business Security Agreement (GBSA) on Stella's of Madison, Inc. Unlimited Personal Guaranty of Patrick & Jennifer Patrello. Unlimited Corporate Guaranty from Stella's of Madison, Inc.

TID-51 INTENT AND PURPOSE

The City of Madison established that the health of the Madison area economy is vital. It intends to continue to expand, stabilize and diversify its economic base. The City also recognizes that South Madison is an essential part of the greater community.

In 2023, the City of Madison in collaboration with MDC established a lending program to review, underwrite, and provide recommendations for applicants. The program is structured as a forgivable loan program for qualifying businesses for the purposes of real estate purchases, improvements, and machinery. Loans are to be structured with 0% over a 5-year term. Eligible businesses are required to remain and keep ownership of the facility for at least 5 years. Whereas 20% of the principal amount is decreased each year.

RECOMMENDATION

Based on the company's business plan and credit review by Park Bank, the project meets the criteria and goals for the Small Cap TIF Program. Staff recommends approval of $250,000. This recommendation is contingent on final approval by the City of Madison legal review and City of Madison Common Council.

City of Madison

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

Master

File Number: 89836

File ID:	89836	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/04/2025
File Name:	12846 Park Badger Redevelopment CDA Purchase and Sale Agreement			**Final Action:**	

Title: Authorizing a Purchase and Sale Agreement to transfer the land and improvements at 802, 810 and 818 West Badger Road to the Community Development Authority and/or its assigns for the Park Badger Redevelopment Project. (District 14)

Notes:

Sponsors:	Satya V. Rhodes-Conway, John P. Guequierre, Carmella Glenn, Regina M. Vidaver And Yannette Figueroa Cole	**Effective Date:**	
Attachments:	12846 Park Badger Phase 1_PSA.pdf	**Enactment Number:**	
Author:	Dan Johns, Housing Development Specialist	**Hearing Date:**	
Entered by:	cklawiter@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	09/04/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89836

Fiscal Note

The proposed resolution authorizes a Purchase and Sale Agreement with the Community Development Authority (CDA) to transfer CIty-owned sites within the master plan

redevelopment area to the CDA. Doing so enables the CDA to secure financing for the redevelopment project contemplated in the master plan and phasing plans adopted in late 2024, including Low Income Housing Tax Credits, pending the receipt of all other necessary financing and land use approvals.

The TID 51 Project Plan includes $15.0 million in funding for CDA activities including redevelopment of the South Transfer Point (a/k/a the "Park and Badger Area"), development at Village on Park, and land banking. The 2024 and 2025 Adopted Capital Budgets for CDA Redevelopment's South Madison Redevelopment project (#14431) included $2.0 million of TIF in 2024 for predevelopment work and $4.0 million of TIF Increment in 2025 (additional predevelopment work, estimated Phase 1 gap). The 2026 Executive Capital Budget includes $9.0 million in TIF Increment in 2026 (Phase 2 gap). This amount being available for the project is subject to Common Council adoption of the 2026 budget. If the 2026 budget is adopted as proposed, the total CDA Redevelopment capital budget for the South Madison Redevelopment project will total $15.0 million.

The cost of the housing component of each redevelopment phase is highly dependent on the number of units, level of affordability, and subsidy program selected. Design development suggests that the first phase of redevelopment may include approximately 200 housing units in two buildings (connected by shared underground parking) and financed by 4% Section 42 tax credits, as well as new Madison Fire Department and Public Health Madison & Dane County (PHMDC) facilities. This number of units is supported by the adopted South Madison Plan and preliminary financial analysis based on the site being located in a Qualified Census Tract.

Fire's 2025 Adopted Capital Budget for the Fire Station 6 - W. Badger Road project (#17040) includes $3.47 million of General Fund-supported GO Borrowing (GF GO) in 2025 in addition to $4.4 million pf GF GO included in the 2021 and 2022 Adopted Capital Budgets. PHMDC's 2025 Adopted Capital Budget for the South Madison Public Health Clinic project (#14878) includes $15 million in 2025 ($8.5 million from Dane County, $6.5 million in Non-GF GO from the City). The second phase of redevelopment would relocate the South District Station and construct a new property and evidence facility at the former Town of Madison Hall site. Police's 2025 Adopted Capital Budget for the South District Station and Property & Evidence Facility project (#17044) includes $2.0 million in GF GO in 2025; the 2026 Executive Capital Budget includes $39.8 million in GF GO and $2.7 million in federal funding in 2027 to allow for construction of the new Fire Station 6 before the police facility.

No additional appropriation is required to authorize the Purchase and Sale Agreement.

Title

Authorizing a Purchase and Sale Agreement to transfer the land and improvements at 802, 810 and 818 West Badger Road to the Community Development Authority and/or its assigns for the Park Badger Redevelopment Project. (District 14)

Body

WHEREAS, the City acquired commercial properties at 810 and 818 Badger Road via the Land Banking program, which when combined with existing City-owned properties at 802 West Badger Road (decommissioned Metro South Transfer Point) and 825 Hughes Place (MPD South Station), form a contiguous 4-acre redevelopment parcel (the "Park and Badger Area") suitable for high-quality, urban infill development on a key gateway intersection, consistent with the Guiding Principles of the South Madison Plan and the Comprehensive Plan more broadly; and

WHEREAS, on October 17, 2023, the Common Council designated the CDA as the Master Developer of the City-owned properties within the Park and Badger Area (RES-23-00652, File

ID 80082); and

WHEREAS, on November 18, 2024, the CDA Board of Commissioners adopted Resolution No. 4633 approving the Redevelopment Master Plan and Phasing and Affordability Plan for the Park and Badger Area, with further approval and enactment by the Common Council on December 10, 2024 (RES-24-00723, File I.D. 85964); and

WHEREAS, said Plans contemplate an initial phase of redevelopment including two mixed-use buildings, together containing approximately 200 affordable housing units; Public Health Madison Dane County clinic, office and laboratory facilities; City of Madison Fire Station No. 6; and shared underground parking (collectively, the "Project"); and

WHEREAS, in its role as Master Developer and in order to apply to the Wisconsin Housing and Economic Development Authority (WHEDA) for Low Income Housing Tax Credits (LIHTC) in 2025, the CDA must demonstrate site control of the Park and Badger Area.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the execution of a Purchase and Sale Agreement ("PSA") to transfer fee-simple title to the Park and Badger Area, 802, 810 and 818 Badger Road, to the CDA and/or its assigns for the total purchase price of One Dollar ($1.00), on substantially the same the terms and conditions contained in the Purchase and Sale Agreement attached hereto.

BE IT FURTHER RESOLVED that CDA staff and its development partners are hereby authorized to submit a Low Income Housing Tax Credit application for the Project to WHEDA, with the land transfer contingent upon a successful LIHTC award expected in Spring 2026 and receiving all other necessary City land use approvals.

BE IT FINALLY RESOLVED that the Mayor and City Clerk are hereby authorized to take any and all actions, execute any and all documents and instruments, make any and all filings and reasonable expenditures and take any and all reasonable steps it deems to be necessary, desirable or appropriate in order to carry out the purpose and intent of this resolution in a form approved by the Office of the City Attorney.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the date of the last signature on the signature page, by and between the **City of Madison**, a Wisconsin municipal corporation ("City" or "Seller") and **Community Development Authority of the City of Madison**, a Wisconsin redevelopment authority ("CDA" or "Buyer").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. The City is the fee simple owner of the underlying parcels legally described in Exhibit A ("Property"), located at 802, 810, and 818 West Badger Road in the City of Madison, Wisconsin. At Closing, CDA shall purchase and City shall sell and convey by Warranty Deed (the "Deed") City's right, title and interest in a portion of said Property as approximately described in Exhibit A. The actual lands to be conveyed shall be determined pursuant to a Certified Survey Map ("CSM") to be furnished by the Buyer and recorded with the Dane County Register of Deeds prior to Closing, the area of which shall be substantially consistent with Exhibit B.

2. Project Description. CDA intends to construct a mixed-use project in two buildings, including approximately two hundred (200) affordable housing units; Public Health Madison Dane County clinic, office and laboratory facilities; City of Madison Fire Station No. 6; grade-level public spaces; and shared underground parking (collectively, the "Project").

3. Effective Date. The "Effective Date" shall be the later of execution of this Agreement by City or CDA, as indicated on the signature page herein.

4. Purchase Price. The purchase price for the City's ownership interest in the Property shall be One and no/100 Dollar ($1.00) ("Purchase Price"). The Purchase Price shall be payable in cash at Closing, as described in Paragraph 14, subject to the adjustments and prorations provided in this Agreement.

5. Delivery of Documents. Within ten (10) business days of the Effective Date, City shall send to Buyer copies of all available Property related documents (if applicable) including: plans/drawings, service contracts, leases, any environmental studies, soil reports, permits, applications, existing title insurance policy, and remediation plans or assessments of the Property in City's possession or control. At any time prior to Closing, City shall provide any additional or supplemental documents at Buyer's reasonable request.

6. Due Diligence Period.

    a. Following the Effective Date and up to the date of Closing ("Due Diligence Period"), Buyer may perform the following: (i) obtain, at Buyer's sole cost, acceptable financing, appraisal, and Survey; (ii) conduct any physical and/or environmental tests, studies, or investigations deemed necessary by Buyer, and (iii) confirm whether Buyer is able to obtain any and all municipal, state, and federal approvals, permits, licenses, consents of use, and zoning approvals from all governmental or private bodies/agencies having jurisdiction over Buyer's intended use of the Property. In the event that municipal approvals are delayed or stalled due to unforeseen events out of the control of either party, then the Due Diligence Period shall be extended a commensurate period of time.

    b. If within the Due Diligence Period, Buyer determines, in its sole discretion, that it does not desire to purchase the Property, Buyer may provide written notice to City of such desire to terminate this

Agreement, and the parties shall have no further obligation or liability under this Agreement, except for any which survive the Closing or early termination of this Agreement.

c. Buyer agrees that if it terminates this Agreement, as provided for herein, or fails to close the transaction contemplated hereby for any reason, then, Buyer shall deliver to City, at no cost to City, but without representation or warranty with respect to the findings or information provided therein about the Property, complete copies of all third party consultant produced of Buyer's due diligence reports other than any attorney work product or attorney-client privileged documents.

d. Buyer shall keep the Property free of all liens arising through its inspection of the Property, and shall cause all such liens to be removed immediately upon being notified of the same.

e. If Buyer does not provide written notice to City terminating this Agreement on or prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect.

f. Notwithstanding the foregoing, the Buyer's Due Diligence Period may be extended upon written agreement of the Parties.

7. Access to the Property. Buyer and Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall be permitted access to the Property for the purpose of conducting the inspections and testing during the Due Diligence Period (and thereafter if Buyer does not terminate during the Due Diligence Period) including, but not limited to, a Phase 1 or 2 environmental assessment of the Property and/or a physical inspection of the Property at reasonable times with at least twenty-four (24) hours' prior written notice to City. Buyer and Buyer's authorized agents, engineers, consultants, appraisers, and contractors seeking access to, and inspection of, the Property shall be at Buyer's sole risk and expense, and City shall have no responsibility therefor. Buyer shall, at Buyer's sole cost, repair all damage caused by its inspections or testing so that the condition of the Property is returned to substantially the same condition that existed prior to the inspections or testing.

8. Indemnification. Buyer shall require that its authorized agents, engineers, consultants, appraisers, and contractors performing work on the Property (the "Contractors") each be liable to and agree to indemnify, defend and hold harmless the City of Madison, the CDA, and their respective 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, CDA, or their 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 Buyer or its officers, officials, members, agents, employees, invitees, or subcontractors in the performance of any inspections or testing of the Property, whether caused by or contributed to by the negligence of the City, CDA, or their officers, officials, agents, or employees. This paragraph shall survive termination, assignment, or transfer of this Agreement.
9. Insurance. Buyer shall require the Contractors to carry commercial general liability insurance, including but not limited to bodily injury, property damage, personal injury, covering as insured the applicable Contractors and name the City of Madison, its officers, officials, agents and employees and CDA as additional insureds, with a minimum limit of one million dollars ($1,000,000) per occurrence. These policies shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall furnish City with a certificate of insurance on a form approved by City not to be unreasonably withheld, and, if requested in writing by the City Risk Manager, Buyer's authorized agents, engineers, consultants, appraisers, and

contractors shall also provide copies of additional insured endorsements or policy to City prior to the performance of any work on the Property. If the coverage required above expires while this Agreement is in effect, Buyer's authorized agents, engineers, consultants, appraisers, and contractors shall provide a renewal certificate to City for approval.

10. Survey.

    a. CDA acknowledges that the parcels currently constituting the Property must be subdivided and/or combined to establish the Property as a single legal parcel sufficient for securing redevelopment financing and entitlements for the Project. Buyer will be responsible at its cost for the preparation of a CSM for the creation of a new parcel substantially consistent with Exhibit B. If Buyer chooses to obtain an ALTA survey of the Property, the Buyer will pay for the ALTA survey. Without binding any discretionary commission or Common Council of the City of Madison, the City shall provide reasonable cooperation with respect to the preparation, recording, and approval of the CSM and will cooperate to have the CSM recorded prior to Closing so that the Property will be a legally existing separate parcel of land as of Closing.

    b. Any survey of the Property including, but not limited to, an ALTA/NSPS Land Title Survey that meets the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys effective February 23, 2021, 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.

11. Title Insurance. City shall provide to Buyer, at CDA's expense, prior to Closing a commitment ("Title Commitment") from Title Company to issue an ALTA Owner's Title Insurance Policy in the amount of the Purchase Price ("Title Policy"). The commitment shall show the title condition of the Property as of a date no more than thirty (30) days before such title proof is provided to Buyer; however, the title shall be updated for Closing as may be required by the Title Company. The title commitment shall be subject only to liens, which will be paid out of the proceeds of the Closing and to any exceptions acceptable to Buyer ("Permitted Exceptions"). Buyer shall notify City of any objection to title, in writing, no later than forty-five (45) days of receipt of the title commitment from City. City shall have a reasonable time, but not to exceed thirty (30) days, to remove the objections and Closing shall be extended as necessary for this purpose. Should City be unable or unwilling to remove an objection and which Buyer is unwilling to waive, this Agreement shall be void. City shall ensure that all mortgages and other monetary liens to which the Property is subject are released and discharged at or prior to Closing.

12. Limited Representations and Warranties: AS-IS Condition. Except as otherwise provided herein, and in the Deed, 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 City, its agents or employees, in entering into this Agreement or in closing the transaction described therein. Except as provided below, Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied the due diligence requirement provided in Paragraph 6 above.

13. Buyer Contingencies. In addition to the Due Diligence contingency above, Buyer shall have the following contingencies:

    a. Land Use Approvals. The Buyer will have until the Closing Date, as defined in Paragraph 14, to receive all Municipal development and zoning approvals that Buyer deems necessary at Buyer's sole discretion to allow Buyer's intended use at the Property, including without limitation, obtaining any design, zoning approvals and utility agreements needed, with terms acceptable to Buyer.

b. Project Financing. The Buyer will have until the Closing Date within which to receive all confirmations, awards, and approvals from lenders that Buyer deems necessary, at Buyer's sole discretion to allow Buyer to develop and construct the Property for its intended use, including but not limited to any approvals needed for tax credits and loans from the Wisconsin Housing and Economic Development Authority (the "Financing Deadline").

c. Tax Credits. It is understood and agreed that the CDA will submit an application for 4% federal Section 42 Housing Tax Credits from the Wisconsin Housing and Economic Development Authority ("WHEDA") to acquire and develop the Property (the "Tax Credits"). Buyer's obligation to purchase the Property is contingent upon:

   i. CDA receiving evidence of the award of the applied for amount of the Tax Credits (the "Credit Award") for the Project from WHEDA on or before June 30, 2026 (the "Estimated Award Date").

   ii. If CDA does not receive evidence of the award of the tax credits by WHEDA as described in this Section on or before the Estimated Award Date, then CDA and City may, by mutual agreement, terminate or extend this Agreement upon written agreement subsequent to said Date. In no event shall this Agreement be extended past December 31, 2027.

14. Closing.

a. Closing shall occur within one (1) year from the receipt of notification of an award of Tax Credits by CDA, or such other date agreed to in writing by the Parties, (the "Closing Date") at the office of the Title Company issuing the commitment for title insurance, unless the Parties agree in writing to an alternate Closing location.

b. CDA agrees to execute and record a LURA applicable to the Tax Credit-funded Units within the Project, in a form prescribed by WHEDA, at or before Closing.

c. CDA further agrees to execute and record a minimum thirty-year land use restriction agreement (LURA), applicable to any Project units funded by the City of Madison Affordable Housing Fund (AHF), Tax Incremental Financing (TIF), or other source of financing, in a form prescribed by the City of Madison, at or before Closing.

d. City agrees to execute and deliver to CDA at Closing the Deed conveying the Property to CDA subject only to Permitted Exceptions.

e. CDA shall pay all recording/filing fees, except that City 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 per Paragraph 12 above.

f. City shall be responsible for any and all special assessments against the Property existing as of the date of Closing, including any accrued interest. CDA shall be responsible for any future special assessments against the Property assessed or levied on or following the date of Closing. City has disclosed or will disclose during the Due Diligence Period anticipated special assessments upon the Property from and after the Effective Date.

g. City shall complete a Wisconsin Real Estate Transfer Return and pay any Wisconsin Real Estate Transfer fee due in connection with the conveyance of the Property.

h. City agrees to execute and deliver to the Title Company any affidavits required to issue an owner's

policy in the condition called for by this Agreement.

i. City shall pay all costs of providing the title commitment, Owner's Policy of Title Insurance and a GAP endorsement to Buyer. CDA shall be responsible for any simultaneous issue premium for a Lender's Policy, and any endorsements requested by Buyer or its Lender. Buyer shall also pay all of its Lender's fees due at Closing, if any.

j. CDA shall pay the closing fee charged by the Title Company.

k. There are no general real estate taxes that are payable with respect to the Property. Buyer is responsible for all taxes assessed as a result of the acquisition of the Property subsequent to Closing.

l. The final storm water bill for the Property as of the date of Closing shall be paid by City.

15. Fees. Buyer will be responsible for any future fees related to any development on the Property after Closing including, but not limited to: MMSD fees, installation of all private utilities and utility hook-up charges, and any work in the right of way required by City Engineering (if any), connection fees, impact fees, interceptor fees, curb-cut/driveway apron fees, CARPC fees, etc.

16. Notices. All notices required or permitted to be given hereunder shall be in writing, dated and signed by the person sending the notice and shall be sent by electronic mail to the designated representatives for Buyer and City listed below. When sending notices via electronic mail, said emails shall be sent to the email addresses provided below and shall include a statement therein that the electronic mail constitutes notice under the terms of this Agreement. All time periods with respect to notice shall commence on the date that electronic notice is sent.

City:
CDA Redevelopment
Attn: Dan Johns
215 Martin Luther King, Jr. Blvd., 3rd Floor
P.O. Box 2983
Madison, WI 53701-2983
Phone: (608) 243-0301
Email: djohns@cityofmadison.com

With a copy to:
City Attorney's Office
Attn: Claire MacLachlan
City County Building
210 Martin Luther King Jr. Blvd., Room 401
Madison, WI 53703
Phone: (608) 267-4925
Email: cmaclachlan@cityofmadison.com

Buyer:
Community Development Authority
Attn: Matt Wachter
215 Martin Luther King, Jr. Blvd, Room 161
Madison, WI 53703
Phone: (608) 267-8730
Email: mwachter@cityofmadison.com

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

17. Remedies. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages or other legal remedies. If either party defaults, the non-defaulting party may sue for specific performance or actual damages or seek other remedies as may

be available in either law or equity.

18. Expiration. This Agreement shall expire on December 31, 2027 if Closing has not occurred or if the Agreement has not already terminated.

19. Entire Agreement. This Agreement contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, regarding the transaction contemplated hereby. This Agreement may be amended only by a further written documents signed by each of the parties.

20. Assignment. Buyer may, with prior written consent from City, assign all or any portion of its respective right, title, and interest in this Agreement or its duties and obligations hereunder.

21. Authority. Each party hereby warrants and represents to the other that it has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by CDA and City have been duly and properly authorized by each party's proper company action in accordance with applicable law and each party's governing documents.

22. Captions. The captions 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.

23. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

24. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

25. Time of the Essence. Time is of the essence for the performance of this Agreement.

26. Choice of Law. This Agreement shall be interpreted under the laws of the State of Wisconsin, and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflicts of laws principles.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later date of signature by Buyer or City as indicated below:

CITY: **CITY OF MADISON**

By: _____ Date: _____
Satya V. Rhodes-Conway
Mayor

By: _____ Date: _____
Michael Haas
Acting City Clerk

Approved:

_____ _____
David Schmiedicke, Finance Director Date

Approved:

_____ _____
Eric Veum, Risk Manager Date

Approved as to form:

_____ _____
Michael Haas, City Attorney Date

CDA: **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON**

By: _____ Date: _____
Claude Gilmore
Chair

By: _____ Date: _____
Matthew Wachter
Executive Director

Execution of this Purchase and Sale Agreement by the City of Madison is authorized by Resolution No. ____, File I.D. _____, adopted by the Common Council of the City of Madison on _____, 2025.

Execution of this Purchase and Sale Agreement by the Community Development Authority is authorized by CDA Resolution No. ____, File I.D. _____, adopted by the CDA Board of Commissioners on _____, 2025.

Drafted by the City of Madison Office of Real Estate Services Project No. 12846

EXHIBIT A
Legal Description

802 W Badger Rd (Parcel ID: 251/0709-352-0317-8)

Part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, described as follows: Commencing at the Southeast corner of the Northwest 1/4 of said Section 35; thence North 89°19' West along the centerline of West Badger Road for a distance of 266.7 feet; thence North 00°19' West 286.1 feet; thence South 89°19' East 266.7 feet to the East line of said Southeast 1/4 of Northwest 1/4; thence South 00°19' East 286.1 feet along said East line to the point of beginning, EXCEPT that part along Badger Road and South Park Street used for street right of way as described in Document No. 3125316 and that part described in Document No. 4682872 as follows:

Commencing at the West Quarter corner of Section 35; thence South 89°05'54" East, along the south line of said Northwest Quarter, 2397.41 feet; thence North 00°54'06" West, 33.31 feet to a point on the North right-of-way line of West Badger Road and the point of beginning of the lands hereinafter described; thence North 87°51 '50" East, 184.36 feet; thence North 00°12'07" East, 95.29 feet; thence North 12°24'13" East, 108.13 feet to a point on the West right-of-way line of South Park Street; thence South 00°05'54" East, along said West line, 61.22 feet; thence South 01°21 '32" West, along said West line, 81.17 feet; thence South 06°13'42" West, along said West line, 40.61 feet to a point on the arc of a 29.00 foot radius curve the center of which lies to the Northwest; thence Southwesterly, 41.81 feet along the arc of said curve having a central angle of 82°35'59" and a chord bearing South 47°31 '30"West. 38.28 feet to a point on the North right-of-way line of West Badger Road; thence South 88°46'50" West, 51.69 feet; thence North 89°05'54" West, 121.67 feet to the point of beginning.

810 W Badger Rd/825 Hughes Pl (Parcel ID: 251/0709-352-0323-5)

Lot Two (2) of Certified Survey Map No. 16197, Recorded in the Office of the Register Of Deeds for Dane County, Wisconsin on January 13, 2023, in Volume 119 of Certified Survey Maps, Pages 349 Through 354, Inclusive, as Document No. 5882326; said Certified Survey Map being a consolidation of Lot 67 and part of Lot 66 of First Addition to Burr Oaks, recorded in Volume 21 of Plats On Pages 38 And 39 as Document No. 965763, Unplatted Lands described in a Warranty Deed Recorded On December 28, 2021 as Document No. 5800862, Lands described in a Quit Claim Deed recorded on September 2, 1999 As Document No. 3151893, and lands described in a Warranty Deed recorded on December 19, 2005 as Document No. 4144038, all located in the Southeast Quarter of the Northwest Quarter, Section 35, Town 7 North, Range 9 East, in the City Of Madison, Dane County, Wisconsin.

818 W Badger Rd

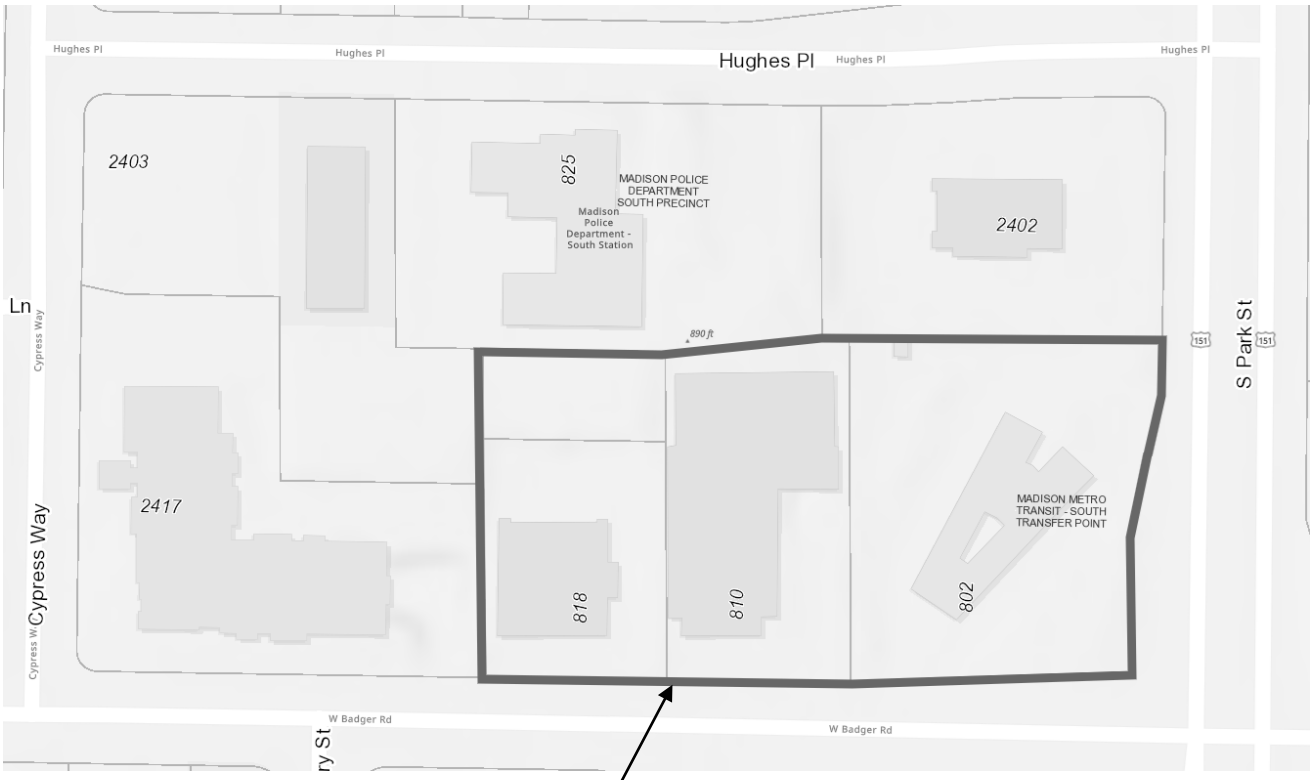
Parcel A (Parcel ID: 251/0709-352-0315-2)

Part of the Southeast 1/ 4 of the Northwest 1/ 4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin, to-wit: Commencing at the Southeast corner of the Northwest 1/4 of said Section 35; thence North 89°29'27° West; 401.34 feet; thence North 0°37'14° West, 208.00 feet to the point of beginning; thence North 89°29"27" West, 133.29 feet; thence North 00°22"32l' West, 66.00 feet; thence South 89°29"27" East, 133.01 feet; thence South 00°37"14" East, 66.00 feet to the point of beginning.

Parcel B (Parcel ID: 251/0709-352-0320-1)

Part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison; Dane County, Wisconsin, described as follows: Commencing at the Southeast corner of said Northwest 1/4; thence North 89°36'24" west, 266.70 feet; thence North 89°38'09" West, 135.0 feet to the point of beginning; thence continuing North 89°38'09" West, 134.18 feet; thence North 00°37'29" West, 208 feet; thence South 89°38'09" East, 133.29 feet; thence South 00°52'09" East, 208 feet to the point of beginning.

EXHIBIT B
Approximate Conveyance Area
(not to scale)



City of Madison

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

Master

File Number: 89855

File ID:	89855	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/05/2025
File Name:	Approving the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2024/2025 Maintenance Charges. (District 2, District 4, and District 8)			**Final Action:**	

Title: Approving the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2024/2025 Maintenance Charges. (District 2, District 4, and District 8)

Notes:

Sponsors:	Michael E. Verveer And MGR Govindarajan	**Effective Date:**	
Attachments:	2025 Schedule A-Parcel Calculation.pdf, MallMaint_SpecialChargesMap2025-07-30.pdf	**Enactment Number:**	
Author:	Jen Stoiber	**Hearing Date:**	
Entered by:	nmiller@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	09/05/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Downtown Coordinating Committee (9/18/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
	Notes:	Additional referral to Downtown Coordinating Committee					
1	FINANCE COMMITTEE	09/16/2025	Referred	DOWNTOWN COORDINATING COMMITTEE		09/18/2025	
	Action Text:	This Resolution was Referred to the DOWNTOWN COORDINATING COMMITTEE					
1	DOWNTOWN COORDINATING COMMITTEE	09/18/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE	09/29/2025	09/29/2025	Pass
	Action Text:	A motion was made by Crabb, seconded by Ochowicz, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.					

1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89855

Fiscal Note

The proposed resolution will adopt the State Street Mall Capitol Concourse 2024/25 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. The City and property owners share the cost of the State Street Mall/Capitol Concourse Maintenance service 50/50. The cost for Total expenditures for the 2024/25 service period were $1,583,610. The City portion for these services is $791,805. The remaining $791,805 for the 2024/25 service period is chargeable to the property owners. This amount is calculated based on a twelve (12) month billing cycle. The average monthly cost of $65,984 for 2024/25 is approximately 7% higher than the 2023/24 average monthly cost of $61,366. The slight cost increase in 2024/25 is primarily due to a reduction in staff vacancies and higher expenditure on supplies. Payments are budgeted for in the 2025 Parks Division Adopted Operating Budget.

Title

Approving the schedule of Special Charges for the State Street Mall/Capitol Concourse for 2024/2025 Maintenance Charges. (District 2, District 4, and District 8)

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 a 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 all remaining years shall be calculated for the full 12 months; 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 2024/25 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, 2026; and,

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

Parcel Number	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage %	Frontage Charge	Total Charge
070914424042	1 E Dayton St	34848	1.51%	$ 5,973.14	330.00	1.53%	$ 6,038.24	$ 12,011.39
070924204046	1 E Main St	20168	0.87%	$ 3,456.91	243.00	1.12%	$ 4,446.34	$ 7,903.25
070913330018	1 N Pinckney St	3763	0.16%	$ 645.00	189.00	0.87%	$ 3,458.27	$ 4,103.27
070914425016	1 W Dayton St	42767	1.85%	$ 7,330.50	198.15	0.92%	$ 3,625.69	$ 10,956.19
070924206018	1 W Main St	10850	0.47%	$ 1,859.75	178.10	0.82%	$ 3,258.82	$ 5,118.57
070924204070	10 E Doty St	8712	0.38%	$ 1,493.29	66.00	0.31%	$ 1,207.65	$ 2,700.93
070924204161	10 E Doty St	19933	0.86%	$ 3,416.63	116.70	0.54%	$ 2,135.34	$ 5,551.97
070923110038	10 S Carroll St	4325	0.19%	$ 741.33	42.92	0.20%	$ 785.34	$ 1,526.67
070924206109	10 W Doty St	38423	1.66%	$ 6,585.92	169.70	0.78%	$ 3,105.12	$ 9,691.04
070914415017	100 N Hamilton St	23580	1.02%	$ 4,041.74	414.05	1.91%	$ 7,576.17	$ 11,617.91
070914426080	100 State St	5222	0.23%	$ 895.08	169.00	0.78%	$ 3,092.31	$ 3,987.39
070914425090	100 Wisconsin Ave	16048	0.69%	$ 2,750.72	193.35	0.89%	$ 3,537.86	$ 6,288.58
070913330084	101 E Mifflin St	5280	0.23%	$ 905.02	161.00	0.74%	$ 2,945.93	$ 3,850.95
070924203072	101 King St	3319	0.14%	$ 568.90	152.85	0.71%	$ 2,796.80	$ 3,365.70
070913332155	101 N Hamilton St	1873	0.08%	$ 321.04	100.40	0.46%	$ 1,837.09	$ 2,158.13
070923101011	101 State St	2347	0.10%	$ 402.29	130.80	0.60%	$ 2,393.34	$ 2,795.63
070913327297	102 King St	1995	0.09%	$ 341.95	117.50	0.54%	$ 2,149.98	$ 2,491.93
070913332163	103 N Hamilton St	5445	0.24%	$ 933.30	121.27	0.56%	$ 2,218.96	$ 3,152.27
070923119014	105 W Main St	1128	0.05%	$ 193.35	98.30	0.45%	$ 1,798.66	$ 1,992.01
070924203014	106 E Doty St	4255	0.18%	$ 729.33	101.30	0.47%	$ 1,853.56	$ 2,582.89
070913327312	106 King St	1542	0.07%	$ 264.31	32.60	0.15%	$ 596.51	$ 860.81
070924203064	107 King St	7331	0.32%	$ 1,256.57	104.14	0.48%	$ 1,905.52	$ 3,162.10
070923101029	107 State St	3480	0.15%	$ 596.49	58.00	0.27%	$ 1,061.27	$ 1,657.76
070913327320	108 King St	1829	0.08%	$ 313.50	31.40	0.15%	$ 574.55	$ 888.05
070913329011	110 E Main St	87120	3.77%	$ 14,932.86	580.15	2.68%	$ 10,615.41	$ 25,548.27
070923101110	111 N Fairchild St	13481	0.58%	$ 2,310.72	326.58	1.51%	$ 5,975.67	$ 8,286.38
070923119080	111 S Fairchild St	5510	0.24%	$ 944.44	148.50	0.69%	$ 2,717.21	$ 3,661.65
070924209038	111 S Hamilton St	4347	0.19%	$ 745.10	162.65	0.75%	$ 2,976.12	$ 3,721.22
070923101037	111 State St	5331	0.23%	$ 913.76	71.21	0.33%	$ 1,302.98	$ 2,216.74
070923119022	111 W Main St	3057	0.13%	$ 523.99	84.00	0.39%	$ 1,537.01	$ 2,060.99
070913327346	112 King St	7758	0.34%	$ 1,329.76	91.55	0.42%	$ 1,675.16	$ 3,004.92
070913330092	113 E Mifflin St	5806	0.25%	$ 995.18	153.00	0.71%	$ 2,799.55	$ 3,794.73
070914426056	113 W Dayton St	6851	0.30%	$ 1,174.30	138.25	0.64%	$ 2,529.66	$ 3,703.96
070914426072	114 State St	2469	0.11%	$ 423.20	35.90	0.17%	$ 656.89	$ 1,080.09
070924203030	115 King St	4011	0.17%	$ 687.51	40.00	0.18%	$ 731.91	$ 1,419.42
070914426105	115 W Dayton St	2783	0.12%	$ 477.02	50.00	0.23%	$ 914.89	$ 1,391.91
070923119030	115 W Main St	4155	0.18%	$ 712.19	42.00	0.19%	$ 768.50	$ 1,480.69
070913327289	117 E Main St	1350	0.06%	$ 231.40	25.25	0.12%	$ 462.02	$ 693.41
070913330109	117 E Mifflin St	2574	0.11%	$ 441.20	26.00	0.12%	$ 475.74	$ 916.94
070924209046	117 S Hamilton St	16008	0.69%	$ 2,743.86	161.25	0.75%	$ 2,950.51	$ 5,694.37
070923119048	117 W Main St	2099	0.09%	$ 359.78	21.00	0.10%	$ 384.25	$ 744.03
070923109081	117 W Mifflin St	2108	0.09%	$ 361.32	20.93	0.10%	$ 382.97	$ 744.29
070913327370	118 King St	4926	0.21%	$ 844.34	110.20	0.51%	$ 2,016.41	$ 2,860.75
070914424141	118 N Pinckney St	12819	0.55%	$ 2,197.25	142.74	0.66%	$ 2,611.81	$ 4,809.06
070914426064	118 State St	3293	0.14%	$ 564.44	48.00	0.22%	$ 878.29	$ 1,442.73
070913327271	119 E Main St	1332	0.06%	$ 228.31	23.00	0.11%	$ 420.85	$ 649.16
070923119056	119 W Main St	2099	0.09%	$ 359.78	21.00	0.10%	$ 384.25	$ 744.03
070923109099	119 W Mifflin St	1986	0.09%	$ 340.41	20.00	0.09%	$ 365.95	$ 706.37
070914425074	12 W Mifflin St	10881	0.47%	$ 1,865.06	80.00	0.37%	$ 1,463.82	$ 3,328.88

Parcel Number	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage %	Frontage Charge	Total Charge
070913330208	120 E Washington Ave	16300	0.71%	$ 2,793.91	146.90	0.68%	$ 2,687.93	$ 5,481.84
070913327263	121 E Main St	3166	0.14%	$ 542.67	48.00	0.22%	$ 878.29	$ 1,420.96
070924209012	121 S Hamilton St	4005	0.17%	$ 686.48	126.60	0.59%	$ 2,316.49	$ 3,002.97
070924203056	121 S Pinckney St	4517	0.20%	$ 774.24	60.00	0.28%	$ 1,097.86	$ 1,872.10
070923119064	121 W Main St	1999	0.09%	$ 342.64	20.00	0.09%	$ 365.95	$ 708.59
070923109106	121 W Mifflin St	1981	0.09%	$ 339.55	20.00	0.09%	$ 365.95	$ 705.51
070923110070	122 W Main St	10271	0.44%	$ 1,760.51	72.68	0.34%	$ 1,329.88	$ 3,090.38
070923109130	122 W Washington Ave	8712	0.38%	$ 1,493.29	66.00	0.31%	$ 1,207.65	$ 2,700.93
070913330117	123 E Mifflin St	6137	0.27%	$ 1,051.92	61.66	0.28%	$ 1,128.24	$ 2,180.15
070923119072	123 W Main St	2151	0.09%	$ 368.69	21.50	0.10%	$ 393.40	$ 762.09
070923109114	123 W Mifflin St	1999	0.09%	$ 342.64	20.20	0.09%	$ 369.61	$ 712.25
070923110062	123 W Washington Ave	24146	1.05%	$ 4,138.76	198.00	0.92%	$ 3,622.95	$ 7,761.71
070913332139	125 N Hamilton St	16520	0.72%	$ 2,831.62	218.27	1.01%	$ 3,993.84	$ 6,825.46
070923109122	125 W Mifflin St	2069	0.09%	$ 354.64	20.92	0.10%	$ 382.79	$ 737.43
070914426113	128 State St	2178	0.09%	$ 373.32	126.70	0.59%	$ 2,318.32	$ 2,691.64
070914427038	133 W Johnson St	4922	0.21%	$ 843.66	46.81	0.22%	$ 856.52	$ 1,700.17
070914427096	137 W Johnson St	6486	0.28%	$ 1,111.74	78.70	0.36%	$ 1,440.03	$ 2,551.77
070923110020	14 S Carroll St	6268	0.27%	$ 1,074.37	66.00	0.31%	$ 1,207.65	$ 2,282.02
070914422129	148 W Johnson St	4356	0.19%	$ 746.64	33.00	0.15%	$ 603.82	$ 1,350.47
070924204153	15 E Main St	23217	1.01%	$ 3,979.52	142.23	0.66%	$ 2,602.48	$ 6,582.01
070923109073	15 N Fairchild St	16038	0.69%	$ 2,749.00	30.00	0.14%	$ 548.93	$ 3,297.93
070913330042	15 N Pinckney St	5641	0.24%	$ 966.90	70.50	0.33%	$ 1,289.99	$ 2,256.89
070914422088	151 W Gorham St	4356	0.19%	$ 746.64	44.00	0.20%	$ 805.10	$ 1,551.74
070914422111	152 W Johnson St	5941	0.26%	$ 1,018.32	123.00	0.57%	$ 2,250.62	$ 3,268.94
070923109023	16 N Carroll St	5806	0.25%	$ 995.18	44.00	0.20%	$ 805.10	$ 1,800.28
070923109031	18 N Carroll St	5929	0.26%	$ 1,016.26	44.90	0.21%	$ 821.57	$ 1,837.83
070913330050	19 N Pinckney St	2278	0.10%	$ 390.46	28.50	0.13%	$ 521.48	$ 911.95
070923110054	2 S Carroll St	2966	0.13%	$ 508.39	86.50	0.40%	$ 1,582.75	$ 2,091.14
070923110012	20 S Carroll St	25373	1.10%	$ 4,349.07	260.00	1.20%	$ 4,757.40	$ 9,106.48
070914425066	20 W Mifflin St	2905	0.13%	$ 497.93	22.00	0.10%	$ 402.55	$ 900.48
070923102077	201 State St	111667	4.83%	$ 19,140.35	488.42	2.26%	$ 8,936.97	$ 28,077.32
070914428010	201 W Gorham St	7392	0.32%	$ 1,267.03	137.70	0.64%	$ 2,519.59	$ 3,786.62
070923106011	202 N Henry St	13068	0.57%	$ 2,239.93	200.00	0.92%	$ 3,659.54	$ 5,899.47
070914427137	202 State St	13050	0.56%	$ 2,236.84	110.70	0.51%	$ 2,025.56	$ 4,262.40
070914428028	207 W Gorham St	3955	0.17%	$ 677.91	157.30	0.73%	$ 2,878.23	$ 3,556.14
070914427111	208 State St	4473	0.19%	$ 766.70	44.00	0.20%	$ 805.10	$ 1,571.80
070913330068	21 N Pinckney St	7919	0.34%	$ 1,357.36	99.00	0.46%	$ 1,811.47	$ 3,168.83
070914427103	214 State St	2130	0.09%	$ 365.09	22.00	0.10%	$ 402.55	$ 767.64
070914427020	216 State St	19466	0.84%	$ 3,336.58	152.00	0.70%	$ 2,781.25	$ 6,117.83
070914424092	22 E Mifflin St	18669	0.81%	$ 3,199.97	128.44	0.59%	$ 2,350.16	$ 5,550.13
070923109049	22 N Carroll St	5798	0.25%	$ 993.81	43.92	0.20%	$ 803.64	$ 1,797.44
070914421048	221 W Gilman St	9653	0.42%	$ 1,654.58	73.05	0.34%	$ 1,336.65	$ 2,991.23
070914421197	222 W Gorham St	8712	0.38%	$ 1,493.29	66.00	0.31%	$ 1,207.65	$ 2,700.93
070914421056	225 W Gilman St	3959	0.17%	$ 678.59	30.00	0.14%	$ 548.93	$ 1,227.53
070914427088	226 State St	1759	0.08%	$ 301.50	25.90	0.12%	$ 473.91	$ 775.41
070923106029	228 N Henry St	3301	0.14%	$ 565.81	88.00	0.41%	$ 1,610.20	$ 2,176.01
070914427062	228 State St	3419	0.15%	$ 586.04	65.35	0.30%	$ 1,195.76	$ 1,781.79
070914421064	229 W Gilman St	14874	0.64%	$ 2,549.49	177.45	0.82%	$ 3,246.93	$ 5,796.42
070914427070	232 State St	1724	0.07%	$ 295.50	111.85	0.52%	$ 2,046.60	$ 2,342.10
070914420264	240 W Gilman St	17424	0.75%	$ 2,986.57	66.00	0.31%	$ 1,207.65	$ 4,194.22
070914421105	243 W Gilman St	2922	0.13%	$ 500.85	135.00	0.62%	$ 2,470.19	$ 2,971.04
070914420389	244 W Gilman St	9635	0.42%	$ 1,651.49	73.00	0.34%	$ 1,335.73	$ 2,987.23
070913330076	25 N Pinckney St	2639	0.11%	$ 452.34	33.00	0.15%	$ 603.82	$ 1,056.16
070924206076	25 W Main St	33116	1.43%	$ 5,676.27	327.10	1.51%	$ 5,985.18	$ 11,661.45
070913330026	3 N Pinckney St	5279	0.23%	$ 904.85	66.00	0.31%	$ 1,207.65	$ 2,112.50
070923109057	30 N Carroll St	8623	0.37%	$ 1,478.03	167.25	0.77%	$ 3,060.29	$ 4,538.32

Parcel Number	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage %	Frontage Charge	Total Charge
070914425040	30 W Mifflin St	14518	0.63%	$ 2,488.47	185.00	0.86%	$ 3,385.08	$ 5,873.54
070923103017	301 State St	1799	0.08%	$ 308.36	114.40	0.53%	$ 2,093.26	$ 2,401.62
070914428086	302 State St	797	0.03%	$ 136.61	76.30	0.35%	$ 1,396.12	$ 1,532.73
070923103025	307 State St	3188	0.14%	$ 546.44	67.00	0.31%	$ 1,225.95	$ 1,772.39
070914422103	309 N Henry St	2739	0.12%	$ 469.48	41.50	0.19%	$ 759.35	$ 1,228.83
070914428078	310 State St	2779	0.12%	$ 476.34	69.05	0.32%	$ 1,263.46	$ 1,739.79
070923103033	311 State St	7335	0.32%	$ 1,257.26	86.85	0.40%	$ 1,589.16	$ 2,846.42
070914422096	313 N Henry St	11647	0.50%	$ 1,996.36	88.50	0.41%	$ 1,619.35	$ 3,615.71
070914428060	316 State St	2256	0.10%	$ 386.69	45.10	0.21%	$ 825.23	$ 1,211.92
070923104049	316 W Gorham St	1685	0.07%	$ 288.82	40.00	0.18%	$ 731.91	$ 1,020.73
070923103041	317 State St	1816	0.08%	$ 311.27	24.35	0.11%	$ 445.55	$ 756.82
070914428052	318 State St	2156	0.09%	$ 369.55	49.00	0.23%	$ 896.59	$ 1,266.14
070923104057	318 W Gorham St	2330	0.10%	$ 399.38	40.00	0.18%	$ 731.91	$ 1,131.28
070923103059	319 State St	2861	0.12%	$ 490.39	34.00	0.16%	$ 622.12	$ 1,112.51
070923104015	322 W Gorham St	3998	0.17%	$ 685.28	105.00	0.49%	$ 1,921.26	$ 2,606.54
070923103067	325 State St	4913	0.21%	$ 842.12	56.00	0.26%	$ 1,024.67	$ 1,866.79
070914428044	326 State St	1650	0.07%	$ 282.82	29.75	0.14%	$ 544.36	$ 827.18
070924204012	33 E Main St	13634	0.59%	$ 2,336.94	197.30	0.91%	$ 3,610.14	$ 5,947.08
070914428036	332 State St	1267	0.05%	$ 217.17	22.00	0.10%	$ 402.55	$ 619.72
070923103166	339 W Gorham St	79344	3.44%	$ 13,600.01	340.84	1.58%	$ 6,236.59	$ 19,836.60
070923104031	401 State St	1803	0.08%	$ 309.04	101.55	0.47%	$ 1,858.13	$ 2,167.18
070914421189	402 State St	662	0.03%	$ 113.47	27.50	0.13%	$ 503.19	$ 616.66
070923201291	402 W Gorham St	12405	0.54%	$ 2,126.29	179.00	0.83%	$ 3,275.29	$ 5,401.58
070914421171	404 State St	1285	0.06%	$ 220.26	25.00	0.12%	$ 457.44	$ 677.70
070923202132	405 N Frances St	5000	0.22%	$ 857.03	192.90	0.89%	$ 3,529.63	$ 4,386.66
070923203106	405 N Lake St	6599	0.29%	$ 1,131.11	157.70	0.73%	$ 2,885.55	$ 4,016.65
070923203263	406 N Frances St	2752	0.12%	$ 471.71	32.00	0.15%	$ 585.53	$ 1,057.23
070923202033	406 W Gilman St	5000	0.22%	$ 857.03	87.30	0.40%	$ 1,597.39	$ 2,454.42
070923104081	407 N Broom St	4055	0.18%	$ 695.05	57.15	0.26%	$ 1,045.71	$ 1,740.76
070923203271	408 N Frances St	2840	0.12%	$ 486.79	33.00	0.15%	$ 603.82	$ 1,090.62
070923201283	408 W Gorham St	5018	0.22%	$ 860.11	38.00	0.18%	$ 695.31	$ 1,555.43
070923201043	411 W Gilman St	4356	0.19%	$ 746.64	33.00	0.15%	$ 603.82	$ 1,350.47
070923202140	413 N Frances St	2421	0.10%	$ 414.97	42.10	0.19%	$ 770.33	$ 1,185.31
070914421163	414 State St	1825	0.08%	$ 312.82	24.00	0.11%	$ 439.14	$ 751.96
070923203362	415 N Lake St	45855	1.99%	$ 7,859.80	265.44	1.23%	$ 4,856.94	$ 12,716.75
070923201051	415 W Gilman St	13068	0.57%	$ 2,239.93	99.00	0.46%	$ 1,811.47	$ 4,051.40
070923104023	417 State St	7379	0.32%	$ 1,264.80	93.50	0.43%	$ 1,710.84	$ 2,975.64
070923104065	417 State St	3262	0.14%	$ 559.13	47.35	0.22%	$ 866.40	$ 1,425.52
070914421155	418 State St	2687	0.12%	$ 460.57	26.50	0.12%	$ 484.89	$ 945.46
070923104073	419 State St	4116	0.18%	$ 705.51	46.35	0.21%	$ 848.10	$ 1,553.60
070923201069	421 W Gilman St	4356	0.19%	$ 746.64	33.00	0.15%	$ 603.82	$ 1,350.47
070914421147	422 State St	2295	0.10%	$ 393.38	34.00	0.16%	$ 622.12	$ 1,015.50
070923202215	424 W Gilman St	1502	0.07%	$ 257.45	38.00	0.18%	$ 695.31	$ 952.76
070923202174	425 N Frances St	13477	0.58%	$ 2,310.03	103.00	0.48%	$ 1,884.66	$ 4,194.70
070923201077	425 W Gilman St	9191	0.40%	$ 1,575.39	66.00	0.31%	$ 1,207.65	$ 2,783.04
070923104099	427 State St	3140	0.14%	$ 538.21	66.21	0.31%	$ 1,211.49	$ 1,749.70
070914421139	428 State St	2809	0.12%	$ 481.48	24.44	0.11%	$ 447.20	$ 928.67
070923202207	428 W Gilman St	235	0.01%	$ 40.28	4.00	0.02%	$ 73.19	$ 113.47
070923203130	430 N Frances St	44936	1.95%	$ 7,702.28	264.00	1.22%	$ 4,830.59	$ 12,532.88

Parcel Number	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage %	Frontage Charge	Total Charge
070923202190	430 W Gilman St	1668	0.07%	$ 285.90	23.00	0.11%	$ 420.85	$ 706.75
070923205011	432 East Campus Mall	191737	8.30%	$ 32,864.80	363.14	1.68%	$ 6,644.63	$ 39,509.43
070914421121	432 State St	2064	0.09%	$ 353.78	32.73	0.15%	$ 598.88	$ 952.67
070923201308	432 W Gorham St	42937	1.86%	$ 7,359.64	99.20	0.46%	$ 1,815.13	$ 9,174.78
070923201085	433 W Gilman St	7278	0.32%	$ 1,247.49	66.00	0.31%	$ 1,207.65	$ 2,455.14
070923104106	435 State St	1520	0.07%	$ 260.54	105.80	0.49%	$ 1,935.90	$ 2,196.43
070923202223	437 N Frances St	70702	3.06%	$ 12,118.72	471.85	2.18%	$ 8,633.77	$ 20,752.49
070923203346	438 N Frances St	3785	0.16%	$ 648.77	44.00	0.20%	$ 805.10	$ 1,453.87
070914424117	44 E Mifflin St	8584	0.37%	$ 1,471.35	157.70	0.73%	$ 2,885.55	$ 4,356.89
070923203057	440 Hawthorne Ct	11351	0.49%	$ 1,945.63	158.60	0.73%	$ 2,902.02	$ 4,847.64
070914421113	440 State St	2051	0.09%	$ 351.55	41.75	0.19%	$ 763.93	$ 1,115.48
070923203081	441 N Lake St	3785	0.16%	$ 648.77	44.00	0.20%	$ 805.10	$ 1,453.87
070923203073	445 N Lake St	4665	0.20%	$ 799.61	114.80	0.53%	$ 2,100.58	$ 2,900.18
070923201118	445 W Gilman St	8646	0.37%	$ 1,481.97	66.00	0.31%	$ 1,207.65	$ 2,689.62
070923203049	449 Hawthorne Ct	6886	0.30%	$ 1,180.30	120.55	0.56%	$ 2,205.79	$ 3,386.09
070923201019	449 State St	13068	0.57%	$ 2,239.93	181.50	0.84%	$ 3,321.03	$ 5,560.96
070923202166	450 W Gilman St	6451	0.28%	$ 1,105.74	59.55	0.28%	$ 1,089.63	$ 2,195.37
070923201126	453 W Gilman St	4321	0.19%	$ 740.64	33.00	0.15%	$ 603.82	$ 1,344.47
070923202158	454 W Gilman St	3628	0.16%	$ 621.86	34.25	0.16%	$ 626.70	$ 1,248.56
070923201134	459 W Gilman St	5366	0.23%	$ 919.76	50.00	0.23%	$ 914.89	$ 1,834.65
070923201142	461 W Gilman St	1968	0.09%	$ 337.33	30.00	0.14%	$ 548.93	$ 886.26
070923202017	501 State St	1359	0.06%	$ 232.94	93.15	0.43%	$ 1,704.43	$ 1,937.37
070914302131	502 N Frances St	21644	0.94%	$ 3,709.90	229.45	1.06%	$ 4,198.41	$ 7,908.31
070914420230	502 State St	4896	0.21%	$ 839.20	82.00	0.38%	$ 1,500.41	$ 2,339.61
070914420123	505 N Frances St	8712	0.38%	$ 1,493.29	164.70	0.76%	$ 3,013.63	$ 4,506.92
070923202025	505 State St	958	0.04%	$ 164.21	25.20	0.12%	$ 461.10	$ 625.31
070914420222	506 State St	8176	0.35%	$ 1,401.41	64.00	0.30%	$ 1,171.05	$ 2,572.47
070914302074	509 N Lake St	7418	0.32%	$ 1,271.49	142.35	0.66%	$ 2,604.68	$ 3,876.17
070914420214	510 State St	6046	0.26%	$ 1,036.32	50.00	0.23%	$ 914.89	$ 1,951.20
070923202041	515 State St	5880	0.25%	$ 1,007.86	69.70	0.32%	$ 1,275.35	$ 2,283.22
070923202059	519 State St	3850	0.17%	$ 659.91	34.30	0.16%	$ 627.61	$ 1,287.52
070914420206	520 State St	4687	0.20%	$ 803.38	35.00	0.16%	$ 640.42	$ 1,443.80
070923202067	521 State St	3301	0.14%	$ 565.81	25.00	0.12%	$ 457.44	$ 1,023.25
070923202075	523 State St	6599	0.29%	$ 1,131.11	50.00	0.23%	$ 914.89	$ 2,045.99
070914420199	528 State St	4090	0.18%	$ 701.05	31.00	0.14%	$ 567.23	$ 1,268.28
070914420181	534 State St	4621	0.20%	$ 792.07	35.00	0.16%	$ 640.42	$ 1,432.49
070923201150	536 University Ave	1350	0.06%	$ 231.40	52.00	0.24%	$ 951.48	$ 1,182.88
070914420173	540 State St	3959	0.17%	$ 678.59	30.00	0.14%	$ 548.93	$ 1,227.53
070914420165	544 State St	4356	0.19%	$ 746.64	33.00	0.15%	$ 603.82	$ 1,350.47
070914420157	548 State St	4356	0.19%	$ 746.64	33.00	0.15%	$ 603.82	$ 1,350.47

Parcel Number	Situs Address	Area (sq ft)	Area (%)	Area Charge	EffectiveFrontage (ft)	Frontage %	Frontage Charge	Total Charge
070914420149	552 State St	5806	0.25%	$ 995.18	44.00	0.20%	$ 805.10	$ 1,800.28
070914420131	556 State St	2905	0.13%	$ 497.93	22.00	0.10%	$ 402.55	$ 900.48
070923109015	6 N Carroll St	26136	1.13%	$ 4,479.86	262.70	1.21%	$ 4,806.81	$ 9,286.66
070923110046	6 S Carroll St	3580	0.15%	$ 613.63	45.83	0.21%	$ 838.58	$ 1,452.22
070923203015	601 State St	4046	0.18%	$ 693.51	111.00	0.51%	$ 2,031.05	$ 2,724.55
070923203255	602 University Ave	1450	0.06%	$ 248.54	78.40	0.36%	$ 1,434.54	$ 1,683.08
070923203247	604 University Ave	2770	0.12%	$ 474.79	42.00	0.19%	$ 768.50	$ 1,243.30
070923203239	608 University Ave	1385	0.06%	$ 237.40	21.00	0.10%	$ 384.25	$ 621.65
070923203221	610 University Ave	2983	0.13%	$ 511.30	42.00	0.19%	$ 768.50	$ 1,279.81
070923203023	613 State St	3785	0.16%	$ 648.77	43.00	0.20%	$ 786.80	$ 1,435.57
070923203213	616 University Ave	3123	0.14%	$ 535.30	44.00	0.20%	$ 805.10	$ 1,340.40
070923203031	619 State St	3515	0.15%	$ 602.49	40.00	0.18%	$ 731.91	$ 1,334.40
070923203114	620 University Ave	11891	0.51%	$ 2,038.18	87.78	0.41%	$ 1,606.17	$ 3,644.36
070923203354	626 University Ave	4438	0.19%	$ 760.70	35.38	0.16%	$ 647.37	$ 1,408.07
070914302123	632 State St	4687	0.20%	$ 803.38	35.50	0.16%	$ 649.57	$ 1,452.95
070914302115	640 State St	8712	0.38%	$ 1,493.29	66.00	0.31%	$ 1,207.65	$ 2,700.93
070914302107	652 State St	8712	0.38%	$ 1,493.29	66.00	0.31%	$ 1,207.65	$ 2,700.93
070923203065	661 State St	2840	0.12%	$ 486.79	33.00	0.15%	$ 603.82	$ 1,090.62
070914302090	662 State St	6054	0.26%	$ 1,037.69	45.00	0.21%	$ 823.40	$ 1,861.09
070914302082	670 State St	1890	0.08%	$ 323.96	21.00	0.10%	$ 384.25	$ 708.21
070913330034	7 N Pinckney St	7919	0.34%	$ 1,357.36	99.00	0.46%	$ 1,811.47	$ 3,168.83
070924206026	7 W Main St	4983	0.22%	$ 854.11	39.00	0.18%	$ 713.61	$ 1,567.72
070914304046	701 Langdon St	139392	6.03%	$ 23,892.57	528.00	2.44%	$ 9,661.19	$ 33,553.76
070923204203	701 State St	22703	0.98%	$ 3,891.42	241.25	1.12%	$ 4,414.32	$ 8,305.74
070923204021	723 State St	11352	0.49%	$ 1,945.80	86.00	0.40%	$ 1,573.60	$ 3,519.40
070923204039	727 State St	11352	0.49%	$ 1,945.80	86.00	0.40%	$ 1,573.60	$ 3,519.40
070914304012	816 State St	69696	3.02%	$ 11,946.29	264.00	1.22%	$ 4,830.59	$ 16,776.88
		2,309,741	100.00%	$ 395,902.55	21636.73	1.0000	$ 395,902.55	$ 791,805.11

State Street - Mall Concourse Maintenance Special Charges Service Area 2025

City of Madison Dept. of Public Works - Parks Div.
330 E Lakeside St. Madison, WI 53715-2074

Service Frontages
Mall Service Area

0 140 280 560 Feet

Prepared 7/30/2025

MADISON PARKS



773

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City of Madison

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

Master

File Number: 89860

File ID:	89860	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/05/2025
File Name:	Recognizing the appointment of John Patterson and approving the terms and conditions of employment for John Patterson as City of Madison Police Chief.			**Final Action:**	

Title: Recognizing the appointment of John Patterson and approving the terms and conditions of employment for John Patterson as City of Madison Police Chief.

Notes: Once finalized, an MOU outlining the employment agreement will be attached to this resolution in Legistar.

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	Patterson Conditional Offer Letter - Signed.pdf, Patterson Final Contract v2.pdf	**Enactment Number:**	
Author:	Erin Hillson, Director of Human Resources	**Hearing Date:**	
Entered by:	kklafka@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/05/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89860

Fiscal Note

As stated in the Employment Agreement between the City of Madison and John Patterson, the Police Chief's salary will be based on an annualized rate of $204,000. Funding for this position is available in the Madison Police Department's 2025 Adopted Operating Budget.

Title

Recognizing the appointment of John Patterson and approving the terms and conditions of employment for John Patterson as City of Madison Police Chief.

Body

Whereas, the Police and Fire Commission selected and appointed John Patterson to the position of Chief of Police; and

Whereas, John Patterson has twenty-seven years of continuous employment with the City of Madison; and

Whereas, the City has standardly applied many of the terms and conditions of employment to the Police Chief without a formal MOU articulating these terms; and

Whereas, the City allows for renegotiation of Compensation Group 21 terms and conditions of employment on a five year schedule;

Whereas, the parties have reached an accord on the terms and conditions of employment between the City and Chief Patterson;

NOW THEREFORE, be resolved that John Patterson's appointment to the position of Chief of police is recognized by the Council, the terms and conditions of employment are approved by Council, and the Mayor and City Clerk are authorized to execute the Memorandum of Understanding between the City and John Patterson.

City of Madison
Board of Police and Fire Commissioners

Commissioners: **Mary Schauf, President**
Veronica Figueroa Velez, Secretary
Kevin Gundlach
Azure Fudge Hart
Martha Vukelich-Austin

CONDITIONAL OFFER OF APPOINTMENT

To: John Patterson

This memorandum confirms the decision of the Board of Police and Fire Commissioners of the City of Madison to issue a Conditional Offer of Appointment to you for the position of Police Chief for the City of Madison. Specifically, the Offer of Appointment is subject to the following:

1. The City of Madison will establish your salary, benefits, and start date.

2. If the appointee does not reside within 15 miles of the jurisdictional boundaries of the City of Madison, the appointee shall establish such residence within 60 days after appointment, pursuant to the Rules of the Board.

Neither this Conditional Offer of Appointment nor your eventual appointment constitute a contract of employment. Your employment is governed by Wis. Stat. § 62.13.

For the Board of Police and Fire Commissioners of the City of Madison:

Mary A. Schauf, President

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF MADISON
AND
JOHN PATTERSON

This Agreement made this October 7, 2025, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and John Patterson, a natural person (hereafter, the “Chief” or “Employee”).

WITNESSETH;

WHEREAS, the Board of Police and Fire Commissioners of the City of Madison (Police and Fire Commission) approved making a Conditional Offer of Appointment to John Patterson on August 27, 2025, for the position of Police Chief, in accordance with Wisconsin State Statutes; and

WHEREAS, the City desires to hire the Chief as an employee of the City of Madison to perform the services described herein on its sole behalf as the Police Chief, and

WHEREAS, the Chief possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Police Chief, and

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

I. POLICE CHIEF HIRED

John Patterson is hired as a non-civil service employee of the City, holding the position of Police Chief pursuant to the terms, conditions, and provisions of this Agreement. The Chief shall have and exercise full authority and discretion as a Department Head within the City's organizational structure and act as Appointing Authority for employees of the Police Department in accordance with all appropriate State Statutes, Police and Fire Commission Rules, City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TITLE

A. <u>General Responsibilities</u>:

This role is responsible for managerial and administrative work in planning, organizing and directing the programs, services, and activities of the Madison Police Department. Work primarily involves responsibility for the

efficient operation and administration of the department; maintenance of law and order within constitutional constraints; and development and implementation of measures designed to prevent crime and protect lives and property. Under the general direction of the Mayor and in coordination with the Police and Fire Commission, the incumbent must exercise considerable judgment and discretion in meeting departmental objectives.

B. Examples of Duties and Responsibilities:

Plan, organize and direct the programs, services, and operations of the Madison Police Department both directly and through lower-level supervisors.

Provide policy direction and leadership; through the effective development and administration of departmental policies, procedures, and standards. Administer the Police Department functions, overseeing budget preparation and monitoring, functioning as Appointment Authority, and performing other necessary administrative and supervisory tasks.

Manage and develop Police Department staff. Hire, train, supervise, coordinate and evaluate a large and diverse staff. Develop and maintain effective employee relations.

Direct and/or coordinate related management activities, e.g., affirmative action, labor relations, department equity, and data management, etc.

Oversee, develop, and manage departmental financial plans and resources (including capital and operating budgets); the procurement and maintenance of police vehicles and equipment; and the management of Police Department facilities.

Develop and manage effective inter/intra-departmental communication and planning efforts. Engage staff using tools such as webinars, video conferencing and other technologies.

Develop, organize, and implement responsive management strategies.

Participate in the efforts of the Mayor's Management Team and related committee efforts. Provide advice, counsel and expertise to the Mayor, Common Council, Police and Fire Commission, Public Safety Review Committee, Office of the Independent Monitor, and other boards and committees as appropriate.

Represent the Police Department and departmental interests throughout the community, both in person and through the media.

Upon activation of the City's Emergency Operations Center (EOC), act as a senior advisor to the EOC Incident Manager.

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

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

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

Perform related work as required.

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

D. The Chief shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Chief's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Chief is not compensated for such activities. Nothing herein limits the Chief from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

E. The standard City workweek is 40 hours. However, the Chief shall have

reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

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

G. The Chief shall continue to reside within 15 miles of the jurisdictional boundaries of the City of Madison for the duration of this contract. As a condition of accepting this agreement, the Chief agrees to waive any right to challenge this residency requirement, by court action or otherwise. The Chief agrees to the importance of residency, and commits to identifying a means to City of Madison residency to the extent possible during the term of this agreement.

H. To the extent applicable, the Chief shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

III. COMPENSATION AND BENEFITS

A. The Chief's salary shall be based on an annualized rate of $204,000 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Chief shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses. The Chief may work UW Football Games as necessary at the expense of UW Madison. The parties may open this agreement at the request of either party for the exclusive purpose of renegotiating salary upon implementation of the City's compensation study.

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

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

duration of this agreement subject to paragraph II. (G) above. The Chief will retain the 457 plan contributions earned as a function of membership in MPPOA and AMPs, such funds are eligible for payout in accordance with the plan.

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

3. Sick Leave: The Chief will earn sick leave consistent with the provisions of MGO 3.32(5)(e)1(a). If the Chief leaves the position before the end of the contract period, the Chief shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Chief shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Chief terminated City employment during the contract period (the period between the effective date of the agreement and through the expiration of the agreement). If the PFC terminates the Chief's contract before the end of the contract period or the Chief leaves the position at the end of the contract period or the Chief retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Chief would have earned through the end of that year.

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

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

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

usage.

8. The Chief is eligible to use any remaining earned time through the December 31, 2025.

IV. TERM

This Agreement shall take effect on October 7, 2025, and shall expire on October 6, 2030, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period including September 28, 2025.

V. CITY OBLIGATIONS AND RIGHTS

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

VI. REOPENING THE AGREEMENT

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

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

VII. LIABILITY PROTECTION

The City shall defend and indemnify the Chief against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

VIII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

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

IX. TERMINATION OF AGREEMENT

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

B. If the Police and Fire Commission takes action to terminate the Chief's employment during the term of this Agreement, pursuant to the provisions of Wis. Stat. §§ 62.13(3) and 62.13(5)(j), such termination shall be deemed a material breach of the Agreement by the Chief. In the event of a discharge pursuant to this paragraph, the Chief shall forfeit all compensation and benefits from the date of discharge to the end of the current contract period. This action shall not impact the receipt of benefits earned during the total period of employment up to the date of discharge. For clarity, and for the purpose of interpreting this Agreement, the Police and Fire Commission is not a party to this Agreement and is not bound by the provisions of this Agreement.

X. NO ASSIGNMENT OR SUBCONTRACT

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

XI. AMENDMENT

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

XII. NO WAIVER

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

XIII. ENTIRE AGREEMENT

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

XIV. SEVERABILITY

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

XV. GOVERNING INTENT AND LAW

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

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

EMPLOYEE:

_____
John Patterson

CITY OF MADISON
A Wisconsin Municipal Corporation

_____	_____
Satya Rhodes-Conway, Mayor	Lydia McComas, City Clerk
APPROVED:	APPROVED AS TO FORM:
_____	_____
David Schmiedicke, Finance Director	Patricia Lauten, Deputy City Attorney

City of Madison

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

Master

File Number: 89879

File ID:	89879	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/08/2025
File Name:	City Building Inspection Services Blooming Grove			**Final Action:**	

Title: Approving an intergovernmental agreement with the Town of Blooming Grove for the City to provide building inspection services for the Town.

Notes: CityBuildingInspectionBloomingGrove

Sponsors:	Satya V. Rhodes-Conway, Derek Field, Dina Nina Martinez-Rutherford And Sean O'Brien	**Effective Date:**	
Attachments:	BG-COM Building Inspections Services Agreement (Draft).pdf	**Enactment Number:**	
Author:	Doran Viste	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/08/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.					

Text of Legislative File 89879

Fiscal Note

This resolution adopts a building inspection services agreement with the Town of Blooming Grove. Effective January 1, 2026, the City would provide these services to the Town. The cost or providing building inspection services will be recovered through City issued permits, as well as municipal prosecution in Madison Municipal Court.

Title

Approving an intergovernmental agreement with the Town of Blooming Grove for the City to

provide building inspection services for the Town.

Body

WHEREAS, pursuant to Wis. Stat. § 66.0307, Madison and Blooming Grove entered into a Cooperative Plan (the “Cooperative Plan”) related to boundary lines and other municipal issues among themselves, which Plan was approved on October 3, 2006, by the State of Wisconsin Department of Administration. Under the Cooperative Plan, the Town of Blooming Grove will cease to exist on November 1, 2027 (“Final Attachment”); and,

WHEREAS, prior to the Final Attachment under the Cooperative Plan, Blooming Grove continues to be responsible for building inspection services to residents and property owners of the Town. Blooming Grove currently contracts for building inspection services, with its contractor administering permits and providing inspection services to properties within the Town. However, Blooming Grove was informed by the contractor that it would not be renewing its contract with the Town for 2026 and that the contract will be expiring on December 31, 2025; and,

WHEREAS, Blooming Grove has inquired whether Madison would be willing to transition certain building inspection services to the City prior to Final Attachment; and,

WHEREAS, the Building Inspection Division is prepared to take on these services, subject to certain conditions; and,

WHEREAS, by taking over the Town’s building inspection services prior to Final Attachment, the ultimate transition of these services to the City in 2027 will be more efficient.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute an intergovernmental agreement pursuant to Wis. Stat. §. 66.0301 with the Town of Blooming Grove for Building Inspection Services, to commence on January 1, 2026, on terms consistent with the agreement attached hereto, in a format approved by the City Attorney.

BE IT FINALLY RESOLVED, that the Mayor and City Clerk, and, where applicable, the Director of the Building Inspection Division of the Department of Planning & Community & Economic Development, and the Madison Municipal Court Judge, are authorized to execute any other documents necessary to effectuate this service transfer.

BUILDING INSPECTION SERVICES AGREEMENT

Between the City of Madison and the Town of Blooming Grove

THIS AGREEMENT, made and entered into by and between the City of Madison, a Wisconsin municipal corporation ("Madison" or "City"), and the Town of Blooming Grove, a Wisconsin body corporate and politic ("Blooming Grove" or "Town"), is effective as of the date by which both parties have signed hereunder.

RECITALS

WHEREAS, pursuant to Wis. Stat. § 66.0307, Madison and Blooming Grove (the "Parties") entered into a Cooperative Plan related to boundary lines and other municipal issues among themselves, which Plan was approved on October 3, 2006, by the State of Wisconsin Department of Administration; and,

WHEREAS, under the terms of the Cooperative Plan, Blooming Grove will be absorbed by Madison and Blooming Grove itself will cease to exist, on November 1, 2027 (the "Final Attachment"); and,

WHEREAS, prior to the Final Attachment under the Plan, Blooming Grove continues to be responsible for building inspection services to residents and property owners of the Town; and,

WHEREAS, under Section 24.A. of the Cooperative Plan, the Parties agreed to "enter further agreements to facilitate an orderly transition of remaining Town territory to the City"; and,

WHEREAS, Blooming Grove currently contracts for building inspection services, with its contractor administering permits and providing inspection services to properties within the Town. However, Blooming Grove was informed by the contractor that it would not be renewing its contract with the Town for 2026 and that the contract will be expiring on December 31, 2025; and,

WHEREAS, Blooming Grove has inquired whether Madison would be willing to transition certain building inspection services to the City prior to Final Attachment. To facilitate the orderly transition of services from the Town to the City, Madison's Building Inspection Division is prepared to take on these services, subject to the conditions set forth herein; and,

WHEREAS, pursuant to Wis. Stat. § 66.0301, Wisconsin municipalities are authorized to enter into intergovernmental agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, it is in the best interests of Madison and Blooming Grove to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements of Madison and Blooming Grove, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:

   (a) Agreement. This Building Inspection Services Agreement.

   (b) Building Inspection. Madison's building code enforcement services, as performed by the Building Inspection Division of Madison's Department of Planning and Community and Economic Development.

   (c) Building Inspection Services. Building code enforcement services, including building plan review, permitting and inspection services. These services do not include zoning related services, or housing and property maintenance enforcement.

   (d) Cooperative Plan. The Town of Blooming Grove and City of Madison Cooperative Plan Under Section 66.0307, Wisconsin Statutes, dated June 21, 2006 and approved by the Department of Administration on October 3, 2006.

   (e) Final Attachment. The date that the final attachment of all territory remaining in Blooming Grove at the end of the protected period to Madison occurs, as that process is described in Section 9.H. of the Cooperative Plan.

   (f) Protected Period. Defined in Section 5.A. of the Cooperative Plan as the period between October 3, 2006 and October 31, 2027, or such earlier time when Blooming Grove ceases to exist as a separate entity.

2. Purpose. The purpose of this Agreement is to set forth the terms upon which Madison will take over Blooming Grove's Building Inspection Services prior to Final Attachment of Blooming Grove in 2027.

3. Effective Date and Term of this Agreement. This Agreement shall be effective upon execution, as noted above, and, unless terminated sooner under provisions elsewhere in this Agreement, shall be in force through Final Attachment.

4. Building Inspection Services.

   (a) Requirement**.** Subject to the conditions specified in this Subsection, and commencing on January 1, 2026, Madison shall provide Building Inspection Services within and to all properties within Blooming Grove at the same level of service that is provided within and to properties within Madison.

   (b) Conditions of Service. Madison's obligations to provide Building Inspection Services under this Agreement is subject to the following conditions:

      (1) Blooming Grove shall adopt ordinances that adopt, by reference, the following Madison General Ordinances:

         a. Chapters 18, the Plumbing Code;

b. Chapter 19, the Electrical Code;

c. Chapter 29, the Building Code;

d. Chapter 30, the Heating, Ventilating and Air Conditioning Code;

e. Section 37.07, Permitting or Causing Erosion; and

f. Any other Madison ordinance (and all subsequent amendments and additions thereto) relating to Building Inspection Services.

(2) Madison shall provide written notice to Blooming Grove of any changes to Madison ordinances that must be adopted by Blooming Grove to satisfy the conditions in this Subsection.

(3) Blooming Grove shall authorize the Director of the Building Inspection Division, and the Director's designees, to issue permits and official notices or orders to correct violations, and to issue citations or commence other ordinance enforcement actions for violations of the aforementioned Blooming Grove ordinances relating to Building Inspection Services.

(4) Permits shall be issued directly by the Building Inspection Division, on Madison forms and subject to the same permit fees as permits for improvements in Madison.

(5) Blooming Grove shall authorize the Madison Attorney's Office to prosecute or otherwise resolve violations of the ordinances specified in sec. 4(b)(1) of this Agreement, and Madison Municipal Court to have original jurisdiction over such enforcement actions.

(c) Plan Review Services.

(1) The Building Inspection Division shall perform all building, plumbing, and heating, ventilation and air conditioning (HVAC) plan review for all new building permit applications based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority and as set forth in the Subsection.

(2) The Building Inspection Division shall enforce the statutes and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.

(d) Zoning Approval. Applicants for a Blooming Grove building permit shall seek and provide proof of Dane County zoning approval for all building projects needing such approval.

(e) Building Inspection Services.

(1) Madison's Building Inspection Division shall perform all building, plumbing, electrical, and HVAC inspections as required based upon the process used by the State of Wisconsin Department of Safety and Professional Services as a delegated municipal authority.

(2) Madison of Madison Building Inspection Division shall enforce the statues and rules as written and interpreted by the State of Wisconsin Department of Safety and Professional Services and the above mentioned ordinances in compliance therewith.

(f) Document Transfer. Upon the effective date of this Agreement, Blooming Grove, or its existing building inspection contractor, shall provide the following information to Madison Building Inspection:

(1) A list of, and all documents pertaining to, any open building, plumbing, electrical, and HVAC permits at the property.

a. This list shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.

b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.

(2) All documents pertaining to, any closed building, plumbing, electrical, and HVAC permits.

a. Shall include a detailed description of any inspections that have occurred under the permit and results of the inspection.

b. The list and documents should be grouped by permit and include easily identifiable information including the address and parcel.

5. Fees and Charges for Madison Services. Madison's building inspection fees are established to recover Madison's costs to provide these services. By adopting Madison's Building Inspection related ordinances by reference, and by having Madison issue the permits, Madison's costs of providing building inspection services to Blooming Grove should be largely recovered through the permit process. In addition, by allowing Madison to prosecute and adjudicate violations of these provisions, the costs of that additional work will be recovered by Madison through permit fees and forfeitures collected by Madison.

6. Special Charges. In the event Madison provides services to specific real property in Blooming Grove related to Building Inspection Services, Madison may impose special charges against such real property under Madison General Ordinance Sec. 4.09 and Wis. Stats. § 66.0627.

(a) Equal Treatment. Any special charges under this Section shall be apportioned to and collected from Blooming Grove real property owners in the same manner as properties in Madison, and shall not in any respect discriminate again Blooming

Grove real properties because the properties are in Blooming Grove. Blooming Grove real property owners shall have all the same protections and rights as property owners in Madison subject to the same type of special charges.

(b) Notification. Before imposing any special charge against any real property in Blooming Grove, Madison shall notify Blooming Grove of such special charge. Blooming Grove may elect to pay any proposed special charge, and if Blooming Grove elects to pay a special charge, the special charge shall not be imposed against any real property in Blooming Grove.

(c) Pre-Approval of Charges. Blooming Grove hereby approves future special charges consistent with this Section under Wis. Stat. § 66.0707(2) and Blooming Grove's resolution approving this Agreement constitutes Blooming Grove's resolution required by Wis. Stats. § 66.0707(2) as it relates to these special charges. In the event that this blanket pre-approval provision is invalidated by a court of competent jurisdiction, Blooming Grove further agrees to the extent that it may lawfully do so, that it shall timely approve such special charge by separate resolution pursuant to said statute.

7. Madison Personnel. The personnel providing services under this Agreement shall be employees of Madison, and are not agents or employees of Blooming Grove. Madison shall be solely responsible for paying all wages, benefits, disability payments, and pension and workers compensation claims for Madison employees providing services under this Agreement, and for damage to Madison equipment and clothing used in providing services under this Agreement.

8. Liability. Each party shall be responsible for the consequences of its own acts, errors or omissions and for the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall be responsible only for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stats. § 893.80 or any other protections available to the parties by law

9. Termination. This Agreement may only be terminated upon mutual agreement of the Parties. No breach of any terms of conditions of this Agreement shall be cause for termination by either party.

10. Change in Law/Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable by a change in state or federal law, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term or provision was never part of the Agreement.

11. Force Majeure. "Force Majeure" shall mean an event or circumstance beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include a failure or interruption in the provision of services due to an act of God; war; sabotage; riot; insurrection; civil unrest or disturbance; explosion; earthquake; flood or other abnormal weather condition; or a public health emergency. An event of Force Majeure that prevents Madison from providing services under this Agreement shall excuse Madison from providing such service to Blooming Grove until the event of the Force Majeure no longer prevents Madison from providing such service.

12. Conflict Resolution. Madison and Blooming Grove pledge their good faith to resolve any concerns or disputes that arise regarding their respective obligations. Any potential misunderstandings or disputes that are not resolved by Blooming Grove and Madison Building Inspection staff shall be addressed by a group consisting of the Mayor of Madison, Blooming Grove Chair, the Director of the Building Inspection Division, and any staff members and legal counsel requested by either party. Either party may at any time request a meeting with the other party to discuss a concern relating to this Agreement. Nothing in this section is intended to prevent either party from seeking any remedy available to it under this Agreement from a court of competent jurisdiction in Dane County, Wisconsin as described in Section 16. The parties agree that specific performance is an appropriate remedy for any breach of this Agreement and that party need not show that damages are not a sufficient remedy to obtain specific performance by the other party.

13. Notices. All notices to be given shall be in writing and delivered by personal delivery or Certified United States mail, as follows:

To Madison:
Matt Tucker
Director, Building Inspection Division
215 Martin Luther King Jr. Blvd, Room 017
Madison WI 53703

To Blooming Grove:
John Wright
Town Administrator
1880 S. Stoughton Rd.
Madison, WI 53714

Either party may change the names and addresses for giving notice to such party by delivering written notice of such change or changes to the other party.

14. Non-Discrimination. In the performance of the services under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of Madison or Blooming Grove shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Madison or Blooming Grove therein. A waiver of any covenant, term of condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction in Dane County, Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.

17. No Third Party Beneficiary. This Agreement is intended to be solely between Madison and Blooming Grove. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

18. Amendment. This Agreement may be amended or modified only by written amendment approved and executed by Blooming Grove and Madison.

19. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

20. Binding Effect/Assignment. The parties have entered into this Agreement under the authority of Wis. Stat. § 66.0301. The parties agree that this Agreement shall be binding upon both parties. Neither party may assign its obligations hereunder to any third party without the prior written consent of the other party. Subject to the foregoing, the parties agree that this Agreement shall be binding upon and inure to the benefit of both parties, as well as their respective heirs, successors and assigns.

21. Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against any party because of that party's attorney drafted this Agreement or any part hereof.

22. Entire Agreement. This Agreement, including any and all addenda, exhibits and the like attached hereto, sets forth the entire agreement between Madison and Blooming Grove

regarding Madison's provision of building inspection services to Blooming Grove, and supersedes any prior discussions, agreements, or understandings, either written or oral.

23. Authority. Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

24. Counterparts; Electronic Delivery. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures.

FOR THE TOWN OF BLOOMING GROVE

_____	_____
Ron Bristol, Town Board Chair	Date
_____	_____
John Wright, Town Administrator/Clerk/Treasurer	Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor Date

Lydia McComas, City Clerk Date

Countersigned:

David P. Schmiedicke, Finance Director Date

Approved as to form:

Michael Haas, City Attorney Date

Execution of this Agreement by Madison is authorized by Resolution Enactment No. RES-25-_____, ID No._____, adopted by the Common Council of Madison of Madison on _____, 2025.

City of Madison

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

Master

File Number: 89880

File ID:	89880	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/08/2025
File Name:	Applying to the Dane County Board for exemption from the Dane County Library Tax levied under Section 43.57(3) and 43.64(2) Wisconsin Statutes.			**Final Action:**	

Title: Applying to the Dane County Board for exemption from the Dane County Library Tax levied under Section 43.57(3) and 43.64(2) Wisconsin Statutes.

Notes:

Sponsors:	Sabrina V. Madison	**Effective Date:**	
Attachments:	2026 EXEMPT MINIMUN LEVY.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	inewman@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Library	09/08/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.					

Text of Legislative File 89880

Fiscal Note
The proposed resolution requests exemption from the Dane County Library tax levied under Section 43.57(3) and 43.64(2) Wisconsin Statutes. All libraries within Dane County have collectively adopted service standards to ensure access to library services across Dane County municipalities. Adhering to these standards allows localities to submit a request for exemption from the Dane County Library Tax levied by the Dane County Board. The value of this

exemption in 2025 is approximately $15,616,171.

Title
Applying to the Dane County Board for exemption from the Dane County Library Tax levied under Section 43.57(3) and 43.64(2) Wisconsin Statutes.

Body
WHEREAS the Dane County Board has established a county library and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS the Dane County Library Board has determined that the library serving the city/village of Madison meets the minimum standards of operation established by the County Board (RES 185, 2011-2012; RES 98, 2013-2014; RES 233, 2016-2017; RES 149 2023-2024) in compliance with Section 43.11 (3) (d) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city which levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of property in the city or village for the current year, and

WHEREAS the city/village of Madison will appropriate in 2025 and expend in 2026 an amount in excess of that calculated above in support of its library,

NOW THEREFORE BE IT RESOLVED that the city/village of Madison hereby requests of the Dane County Board of Supervisors that the city/village of Madison be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that confirmed copies of this resolution will be forwarded by the City/Village clerk to the following party:

Tracy Herold, Director
Dane County Library Service
herold@dcls.info <mailto:herold@dcls.info>

Date Passed:_____

Vote:_____

_____ _____
Authorized Signature Title of Person signing

Per 2025 DOR DaneCo EqVal

	EXEMPT LIBS	2025 Eq Val	2026 Min App
Villages	Belleville	335,260,000	$109,341
	Black Earth	211,972,300	$69,132
	Cambridge	294,400,500	$96,015
	Cross Plains	639,262,100	$208,487
	Deerfield	336,381,500	$109,706
	DeForest	1,930,701,500	$629,673
	Marshall	401,502,000	$130,945
	Mazomanie	248,730,300	$81,120
	McFarland	1,698,520,200	$553,950
	Mount Horeb	1,226,401,700	$399,975
	Oregon	2,031,867,500	$662,666
	Waunakee	3,404,605,600	$1,110,367
Cities	Fitchburg	6,285,547,800	$2,049,948
	Madison	47,882,294,800	$15,616,171
	Middleton	4,846,722,400	$1,580,694
	Monona	2,027,116,700	$661,117
	Stoughton	1,947,811,000	$635,253
	Sun Prairie	5,899,027,200	$1,923,889
	Verona	4,367,658,000	$1,424,453

City of Madison

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

Master

File Number: 89881

File ID:	89881	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/08/2025
File Name:	2024 WDOJ PSN grant award to MPD $8,082			**Final Action:**	

Title: Amending the Police Department's operating budget, and authorizing the Mayor and Chief of Police (or designee) to accept a Project Safe Neighborhoods grant award of $8,082 to aid investigations into violent and gun crime.

Notes:

Sponsors:	Yannette Figueroa Cole, John W. Duncan And Derek Field	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Lt. M. Nordquist	**Hearing Date:**	
Entered by:	jpowell@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Police Department	09/08/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT (15 VOTES REQUIRED) - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT (15 VOTES REQUIRED) - REPORT OF OFFICER. The motion passed by voice vote/other.					

Text of Legislative File 89881

Fiscal Note

The proposed resolution authorizes the Madison Police Department to accept a Project Safe Neighborhoods grant award from the Wisconsin Department of Justice and amend the 2025 operating budget in the amount of $8,082 to aid in investigations into violent and gun crime. Funding will be used for detective overtime and supplies. Funding for the retirement portion of

overtime benefits of $1,079 is not authorized for reimbursement under the grant and will be absorbed in the Police Department's operating budget. Additionally, the resolution authorizes the grant funds to be carried forward through December 31, 2025 until fully utilized.

Title

Amending the Police Department's operating budget, and authorizing the Mayor and Chief of Police (or designee) to accept a Project Safe Neighborhoods grant award of $8,082 to aid investigations into violent and gun crime.

Body

WHEREAS, the U.S. Department of Justice has developed a nationwide Project Safe Neighborhoods (PSN) initiative to reduce violent crime, gun violence and gang activity, by linking together federal, state, and local law enforcement, prosecutors, and community leaders, to provide a multifaceted approach to deterring and punishing these illegal activities; and,

WHEREAS, this ongoing effort will allow local law enforcement to combat violent crime by building on the effective strategies and partnerships developed under PSN; and,

WHEREAS, the Wisconsin Department of Justice has made a subaward to the Police Department in the amount of $8,082 to address violence and gun violence through an overtime initiative for Violent Crime Unit policing efforts.

NOW THEREFORE BE IT RESOLVED that the Mayor and Chief of Police (or designee) are authorized to accept a Project Safe Neighborhoods grant award in the amount of $8,082 from the Wisconsin Department of Justice for detective overtime and supplies.

BE IT FURTHER RESOLVED that the Police Department will absorb the retirement portion of overtime benefits into its operating budget, since the funder will not reimburse the Department for this expense for the Project Safe Neighborhood grant ($1,079).

BE IT FURTHER RESOLVED that any grant funds received are appropriated to the Police Department to be used for the purposes of the grant, including modifications upon appropriate approvals from the funder.

BE IT FURTHER RESOLVED that the Police Department's operating budget is amended to appropriate any grant funds received to be used for the purposes of the grant, including modifications upon appropriate approvals from the funder.

BE IT FINALLY RESOLVED that grant funds not expended as of December 31, 2025, be carried forward until fully utilized.

City of Madison

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

Master

File Number: 89882

File ID:	89882	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/08/2025
File Name:	Authorizing the Mayor and City Clerk to enter into a non-competitive 5-year Services Agreement with Waste Management of Wisconsin, Inc. and Deer Track Park Landfill, Inc., for disposal of certain solid waste material.			**Final Action:**	

Title: Authorizing the Mayor and City Clerk to enter into a non-competitive 5-year Services Agreement with Waste Management of Wisconsin, Inc. and Deer Track Park Landfill, Inc., for disposal of certain solid waste material. (Citywide)

Notes: Angie Wilcox-Hull

Sponsors:	John P. Guequierre And Badri Lankella	**Effective Date:**	
Attachments:	Non-Competitive Selection Request - Waste Management 2025.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	09/08/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Board of Public Works (9/17/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
	Notes: Additional referral to Board of Public Works						
1	FINANCE COMMITTEE	09/16/2025	Referred	BOARD OF PUBLIC WORKS			
	Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS						
1	BOARD OF PUBLIC WORKS	09/17/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Stern, seconded by Ald Lankella, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89882

Fiscal Note

The proposed resolution authorizes a non-competitive 5-year agreement with Waste Management for industrial waste services when applicable projects with contaminated soil are encountered. At this time there are no planned projects with contaminated soil and therefore no immediate fiscal impact exists for this proposed agreement. Future costs attributable to waste disposal under this agreement will be negotiated with Waste Management individually on a project-by-project basis and billed to the PW project account as is currently practiced.

Title

Authorizing the Mayor and City Clerk to enter into a non-competitive 5-year Services Agreement with Waste Management of Wisconsin, Inc. and Deer Track Park Landfill, Inc., for disposal of certain solid waste material. (Citywide)

Body

WHEREAS, The City periodically excavates contaminated soil on City property or in City right-of-way during Public Works construction; and

WHEREAS, this contamination is typically associated with historical land uses, and may be from adjacent landowners; and

WHEREAS, when encountered, the City is required to follow state and federal laws on the handling and disposal of contaminated soils; and

WHEREAS, once excavated, contaminated soil is considered a solid waste and must be disposed of at a Wisconsin Department of Natural Resources (DNR)-licensed solid waste landfill; and

WHEREAS, Waste Management has two DNR-certified solid waste landfills in the area and the City disposes of contaminated soil at one of two Waste Management landfills - Madison Prairie and Deer Track Park - at a significant cost savings to the City compared to the Dane County Rodefeld Landfill, where it cannot be used as daily cover; and

WHEREAS, it is possible the total cost of services over 5 years could exceed $75,000 if one or more large project(s) require significant removal of contaminated waste, and MGO 4.26 requires Common Council approval of service contracts exceeding $75,000 if the contractor was not selected through a competitive selection process. The reasons that City Engineering has been using Waste Management for these services and would like to continue that option are set forth above and in **the attached Noncompetitive Selection Request form**;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to enter into Industrial Waste and Disposal Services Agreements with Waste Management, or its affiliates Waste Management of Wisconsin Inc., Waste Management of Minnesota, Inc., and Deer Track Park Landfill, Inc., to allow for the City's disposal of contaminated soils at Waste Management landfills, in a form and manner agreed to by the City Attorney and Risk Manager, for a term up to five (5) years; and

BE IT FURTHER RESOLVED, that the City Engineer or their designee is authorized to execute individual Industrial Waste and Disposal Services Agreements (Exhibit A) or similar forms as required by Waste Management or Deer Track Park Landfill, Inc. in a form approved by the City Attorney and Risk Manager, subject to available funds in the budget, for each specific project.

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

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

Non-Competitive Selection Request

Requisition Number

Fund
1400 CAPITAL PROJECT

Major
544** Public Works Maintenance/Repair

Agency
Engineering

Total Purchase Amount
$ 75,001.00

Vendor Name
Waste Management

Product/Service Description
Soil Landfill Disposal

Exception Criteria
2. The services or goods required are available from only one person or firm (i.e., true sole source).

Reason For Request
There are only two landfills in Dane County, one operated by Dane County and the other by Waste Management. For the disposal of contaminated soil, Waste Management's landfill is typically half the price as Dane County's landfill. Disposal costs will continue to be bid on a project by project basis and POs will be issued for each Capitol project that requires disposal.

Requestor
Wilcox-Hull, Angela L

Comments

The City of Madison has paid Waste Management a total of $597,796 since 2015. Of that amount, $591,887 was non-competitively selected, and $5,909 was made up of small purchases under the threshold requiring competitive selection.

City of Madison

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

Master

File Number: 89898

File ID: 89898 **File Type:** Resolution **Status:** Report of Officer

Version: 1 **Reference:** **Controlling Body:** FINANCE COMMITTEE

File Created Date : 09/08/2025

File Name: Delete the 1.0 FTE position #1454 of Program Assistant 1; recreate the position as a Program Assistant 2; and reallocate the employee to the new position.

Final Action:

Title: Delete the 1.0 FTE position #1454 of Program Assistant 1; recreate the position as a Program Assistant 2; and reallocate the employee to the new position.

Notes:

Sponsors: Director of Human Resources

Effective Date:

Attachments: PB Memo Program Assistant 1 Final.pdf

Enactment Number:

Author: Brittney Hayes, Human Resources Analyst

Hearing Date:

Entered by: jortiz@cityofmadison.com

Published Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/08/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Personnel Board (9/24/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
	Notes: Additional referral to Personnel Board						
1	FINANCE COMMITTEE	09/16/2025	Referred	PERSONNEL BOARD		09/24/2025	
	Action Text: This Resolution was Referred to the PERSONNEL BOARD						
1	PERSONNEL BOARD	09/24/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE		09/29/2025	Pass
	Action Text: A motion was made by Vrany, seconded by Nash, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89898

Fiscal Note

The proposed resolution deletes the Program Assistant #1 in compensation group 20, range 11; recreates position #1454 as a Program Assistant #2 in compensation group 20, range 12; and reallocates the incumbent in position #1454 to the new position in the Parks Division operating budget.

The estimated annual cost for this change is $2,044. The agency's budget will be monitored through the year and if necessary, a budget amendment may be offered through the year-end appropriation. No additional appropriation is needed at this time to fund the proposed change.

Title

Delete the 1.0 FTE position #1454 of Program Assistant 1; recreate the position as a Program Assistant 2; and reallocate the employee to the new position.

Body

Resolution deleting the 1.0 FTE position #1454 of Program Assistant 1 (CG20, R11) as a Program Assistant 2 (CG20, R12) within the permanent salary details of the 2025 Parks Division Operating Budget, and reallocating the employee, K. Goke, to the new position, thereof.

TO: Personnel Board

FROM: Brittney Hayes, Human Resources

DATE: August 13, 2025

SUBJECT: Program Assistant 1 – Parks

On May 31, 2024, Joanne Austin, Administrative Supervisor at Parks, submitted a request to Human Resources for the study of Program Assistant 1 position #1454 in CG 20, Range 11; currently filled by Kevin Goke. The request indicates that this position, which has a working title of Community Services Front Desk Leadworker and Athletic Scheduling Specialist, is responsible for highly specialized functions and is expected to manage athletic scheduling. This includes reviewing and applying Qualifying Discount Program (QDP) discounts and interpreting user group agreements and Fee Modifications, as well as being the division's subject matter expert for Parks' reservation software, RecTrac, permitting software, Accela, and violation software, BadgerTracs. This position communicates regularly with athletic user groups, along with Parks' Operations and Planning staff. This position often provides leadership support for Recreation Services staff and those who work at the Warner Park Recreation Center. After a review of the updated position description, meetings with Parks Administrative Supervisor Joanne Austin, employee Kevin Goke, Parks Financial and Administrative Manager Jen Stoiber, and Warner Park Facility Manager Zachary Watson, and after a full analysis, I recommend the following for the reasons outlined in this memo.

- Delete position #1454 as a Program Assistant 1;
- Recreate position #1454 as a Program Assistant 2 in CG 20, range 12; and
- Reallocate the employee, Kevin Goke, to the new position

Position #1454 was vacant as of November 4, 2021. The position was posted as an internal promotional opportunity to employees of Parks and Forestry Divisions in January 2022. The description of the posting was "The City of Madison Parks Division is looking for their next Community Services Program Assistant 1. The successful candidate will be responsible for administrative support work for the front desk operations. This includes deposits, reservations (shelters and athletics), permit processing, boat storage agreements and customer service for the City's Parks Division. This position will work closely with the Customer Services Supervisor and will take the lead to ensure the complex athletic and shelter reservations programs are run efficiently and smoothly. The successful candidate will be under the general supervision of the Customer Services Supervisor."

A review of the classification specification for Program Assistant 1 describes the work as:

> "….**responsible programmatic support** work in a City department, division or other **independent program** unit. Employees in this class support a particular program or programs by **performing or coordinating specialized program functions**, **interpreting and applying programmatic policies** and procedures, and performing administrative tasks in support of the program. The work requires **exercising considerable judgment and discretion** in the interpretation and application of policies…." [emphasis added]

Kevin Goke was hired to position #1454, Program Assistant 1, after going through the interview and selection process. Prior to that, Kevin had been employed as a seasonal Parks Ranger in the Parks Division from May 2016 to June 2017, then as District Parks Ranger (shift supervisor) from June 2017 to March 2022. Since March 2022, Kevin has performed the full range of functions expected of the Program Assistant 1 position. His responsibilities at this stage are centered on managing the athletic scheduling and shelter reservation software (RecTrac) for 617 individual athletic fields and courts across the system, maintaining and updating facility details, and coordinating with internal teams to block off facilities for park events such as Parks Alive and Movies in the Park. He met and communicated with prospective and returning user groups, processed reservations, interpreted and applied programmatic policies, and entered special agreement reservations while coordinating with Parks Finance for invoicing. Kevin also worked directly with the public, including contracted organizations, community groups, and individual users, to schedule reservations that met their needs. He reviewed and recommended improvements to athletic reservation processes, conducted annual planning meetings with multiple park sections to determine closures, reset the reservation system each season, audited deposits, prepared refunds, and reconciled accounts. As the primary point of contact for RecTrac issues, Kevin served as liaison between Parks staff and the software vendor, often troubleshooting and resolving issues himself before the vendor could respond.

Over time, Kevin's responsibilities expanded to serve as the lead point person for the athletic scheduling, shelter reservation, and activity registration programs. His duties now include building internal systems to ensure multiple staff are trained in RecTrac, working directly with Vermont Systems and City IT specialists to set up and maintain the software, and troubleshooting complex technical issues with a high degree of independence and discretion. Kevin also trains Parks staff at various levels to use RecTrac, Accela, and BadgerTrac effectively, provides ongoing oversight and guidance to three Administrative Clerks, and reassigns work that he previously performed, such as daily deposits, BadgerTracs data entry, and permit processing, to those staff under his direction. His leadership extends to developing and maintaining multiple Standard Operating Procedures and performing accounts payable and other confidential financial functions.

Next, a review of the classification specification for Program Assistant 2 describes the work as:

> "…. **highly responsible, advanced-level programmatic support** work in a department, division or other independent program unit. Employees in this class support a particular program or programs by **performing or coordinating specialized program functions**, **interpreting and applying programmatic policies and procedures, and performing administrative tasks in support of the program**. Employees **may lead a small (2-4) assigned clerical staff** and/or assist with leading non-clerical staff. Otherwise, employees are responsible for performing a variety of complex program related functions….. Program Assistant 2 **may develop operating systems and procedures for the program**, as well as have a greater depth of knowledge, **independent decision making**, and coordination of program activities at a higher level than a Program Assistant 1." [emphasis added]

Kevin plays a central role in major initiatives such as implementing a new age-limit policy for pool patrons and integrating it into the pool pass system, creating macros to streamline workflows, and compiling and reporting reservations, registrations, and financial data to inform future workflows and fee structures. His expanded duties require higher-level decision-making, technical expertise,

and leadership - responsibilities that are consistent with and demonstrative of the Program Assistant 2 position description.

The additional duties and responsibilities taken on by this position, most notably the full-cycle management of the Parks Division's athletic scheduling, managing the reservation software, serving as the point person/trainer for BadgerTracs and Accela, performing lead worker duties, and managing all Standard Operating Procedures, reflect a higher level of independent decision-making, program coordination, and leadworker responsibilities. The position's scope now encompasses advanced programmatic oversight with significant financial, operational, and customer service impacts, extending well beyond the typical parameters of a Program Assistant 1 role.

Two Program Assistant positions also in Parks were reviewed as part of this study; the Program Assistant 2 position at Olbrich Gardens and the Program Assistant 2 position at Warner Park. These positions focus primarily on managing facility scheduling, processing rentals through RecTrac software, coordinating with internal and external vendors, performing billing activities, and other various administrative duties.

As part of the position study analysis, the Administrative Assistant classification was also considered, with a review of the classification specification describes the work as:

> "…responsible for **developing and implementing major divisional** or departmental **administrative programs**, preparing and maintaining **complex budgetary records**, coordinating purchasing and personnel transactions, supervising office support services, and directly overseeing integrated administrative functions." [emphasis added]

A review of the internal comparable Administrative Assistant positions currently in Parks' financial unit; indicated the primary payroll and purchasing functions for the Parks Division. These duties include: overseeing major general billing and contracts, such as Big Top Events (Breese Stevens, generating $82,000+ annually) and Madison Mallards ($74,000+ annually), in addition to managing over 100 other contracts that involve billing for field, shelter, facility, and boat launch usage as well as utilities; overseeing the Parks budget and monitoring all spending and payments; performing critical HR functions, including payroll administration for 154 FTEs, LTEs, permanent part-time, and provisional staff, along with 295 hourly/seasonal employees; processing FMLA and Worker's Compensation cases; managing NeoGov process to support the seasonal hiring; and conducting audits, major financial data analysis and reporting.

Additionally, a recent vacancy in Monona Terrace for an Administrative Assistant was also reviewed for comparison. The duties listed on the job posting included: developing budgetary and fiscal controls documentation; serving as Records Custodian; performing legislative tasks and providing administrative support to the Monona Terrace Board and its subcommittees; and contributing to operational development by designing and teaching courses, along with leading internal staff trainings.

In comparison, this Program Assistant that was studied has responsibilities which do not rise to the level of the Administrative Assistant classification. Based on the analysis detailed in this memo, I

recommend that Program Assistant position #1458 in CG 20, Range 11 be recreated as a Program Assistant 2, CG 20, Range 12, and that the employee, K. Goke, be reallocated to the new position.

The necessary resolution has been prepared to implement these recommendations.

Editor's Note:

Effective Date: June 9, 2024 (retroactive)

Compensation Group/Range	2025 Annual Minimum (Step 1)	2025 Annual Maximum (Step 5)	2025 Annual Maximum (+12% Longevity)
20/11	$58,292.00	$65,248.30	$73,078.20
20/12	$59,727.72	$66,980.16	$75,017.80

Cc: Erin Hillson, Director of Human Resources
Kurt Rose, Employee and Labor Relations Manager
Lisa Laschinger, Interim Parks Superintendent
Joanne Austin, Customer Services Supervisor
Gregg Gotzion - President, Local 6000

City of Madison

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

Master

File Number: 89915

File ID:	89915	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/09/2025
File Name:	Delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee.			**Final Action:**	

Title: Delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee.

Notes:

Sponsors:	Director of Human Resources	**Effective Date:**	
Attachments:	PB Memo Control Systems Technician.pdf, Classification Control System Technician Draft 09-2025.pdf	**Enactment Number:**	
Author:	Brooke Gillitzer, Human Rersources Analyst	**Hearing Date:**	
Entered by:	jortiz@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/09/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Personnel Board (9/24/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
	Notes: Additional referral to Personnel Board						
1	FINANCE COMMITTEE	09/16/2025	Referred	PERSONNEL BOARD		09/24/2025	
	Action Text: This Resolution was Referred to the PERSONNEL BOARD						
1	PERSONNEL BOARD	09/24/2025	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE		09/29/2025	Pass
	Action Text: A motion was made by Vrany, seconded by Nash, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89915

Fiscal Note

The proposed resolution deletes the classification of Control Systems Technician in compensation group 16, range 19; recreates the classification in compensation group 16, range 20; and reallocates the incumbent in position #1790 to the new position in the Water Utility operating budget.

The estimated annual cost for this change is $4,657. The agency's budget will be monitored through the year and if necessary, a budget amendment may be offered through the year-end appropriation. No additional appropriation is needed at this time to fund the proposed change.

Title

Delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee.

Body

Resolution to Delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee, J. Chandler, to the new position, within the permanent salary detail of the 2025 Water Utility operating budget., thereof.

TO: Personnel Board

FROM: Brooke Gillitzer, Human Resources Analyst

DATE: 09 September 2025

SUBJECT: Control Systems Technician

In May 2024, Jason (Jay) Chandler and Joe Demorrett, Water Supply Manager at the time, requested a study of their Control System Technician position (#1790), a Compensation Group 16, Range 19 position at Water Utility. Upon reviewing the updated position description, the current class specification and other related class specifications, and conducting interviews with Joe Grande (Water Resources Manager), Jay Chandler, Laine Kruizenga (Building and Trades Foreperson) and Chad Veinot (Electrical Operations Supervisor – Traffic Engineering), I recommend the following:

- Delete the classification of Control Systems Technician in CG 16, R19.
- Recreate the classification of Control Systems Technician in CG16, R20.
- Recreate position #1790 in the new classification.
- Reallocate the employee, J. Chandler, to the new position.

The Control System Technician is in the Water Resources Section of Madison Water Utility. The Water Supply subunit of this section is responsible for ensuring that safe water is distributed, at the correct flows and pressures, throughout the City of Madison. This position was recreated from an Electronics Maintenance Technician to the Control Systems Technician through a reclassification study in 2019. Other positions in the Water Supply subunit include a Control Systems Programmer, five Waterworks Operator 2 positions, three Waterworks Operator 1 positions, and a Public Works Maintenance Worker 2. The Control Systems Technician also works closely with the Building and Trades Foreperson (Master Electrician) and Maintenance Mechanics in the Maintenance Section of the Water Utility. Upon The Water Supply Manger's retirement in October 2024, the Water Supply Section and Water Quality Section were combined into the Water Resources Section, and Joe Grande became the Water Resources Manager. He currently supervises this position.

First, a review of the classification specification for the Control Systems Technician which describes the work as:

> . . . This is highly skilled lead and **journey-level electronics** and industrial electrician work in the **maintenance, installation, modification, calibration and repair** of electrical equipment and control systems (including Supervisory Control and Data Acquisition (SCADA); process and motor control; radio/fiber optic communication; video surveillance; card access; and related equipment and devices used in the treatment, storage, pumping and distribution of potable water. The work may involve leading lower level staff on assigned projects, assisting higher level staff on more complex assignments and performing system maintenance on a stand-by/emergency basis. The work is performed under the general direction of the Water Supply Manager and coordination with the Control Systems Programmer. [emphasis added]

Jay was promoted from Traffic Engineering to a Control Systems Technician in October 2021 at Water Utility. While an employee of Traffic Engineering, Jay would assist with the fiber

installation and splicing for Water Utility. Jay gained a Master Electrician Certification in 2014 and gained the Waterworks Operator Certification in December of 2022.

After Jay was promoted to the Control Systems Technician positions, the Water Utility purchased a fiber splicer to allow the work to be completed internally. The increase in fiber optics being installed allows for communication set ups to the well sites. Before that, Water Utility had basic information coming over via radio communication. Now, employees can see the information and control systems remotely. This has created efficiency in the workflow and time saving by allowing employees to watch and control systems every minute. It prevents needing to send an employee out in the morning and having the system run. Completing the fiber work internally saves Water Utility time and money. Projects in which new equipment is installed are completed timelier (measured in months rather than years) and at a fraction of the cost. A recent project involved running 2,400' of fiber along Agriculture Drive to the new Well 31. Work was coordinated with and guided by City IT and City Engineering rather than any agency needing to subcontract the work. The project was completed in 6-8 months rather than the projected timeline of 3-5 years as subcontracting often significantly delays projects.

The improvements helped Water Utility optimize the use of this new facility due to the poor communication that was dramatically improved by the fiber communication. A similar project is underway at the Larkin Street Tower where 500' to 600' of fiber was laid with new termination points established. Fiber optic improves the Water Utility's inter-site communication and has become a necessity with the recent Genetec camera system upgrade. Along with new installations comes the need for routine maintenance including switch replacements that are scheduled by IT. In-house completion again is at a small fraction of the cost of outside contractors. The timely completion of scheduled work often leads to scheduling of additional work, creating a cascading effect, and a greater demand for fiber optics work. The inter-agency cooperation between Water Utility, Engineering, Traffic Engineering, and Information Technology allows for an approach providing operational efficiencies that improve City services and save time and money for both the City and the Utility specifically. It also allows for other agencies such as Traffic Engineering and IT to borrow the services from the Control System Technician position.

By having the Control Systems Technician have a Master Electrician Certification, this allows for the design and specification work to be completed. A Journey-level Certification allows for replacement and maintenance. The Master Electrician Certification allows for the ability to calculate the load, upgrade transformers and breakers, and pull permits needed. Water Utility is having more upgrading of mechanical devices such as pumps and for increases in electricity capacity that involves designing, calculating and planning for the future to ensure upgrades are long-term and cost-efficient. Many of the mechanical devices are from the 1950s or 1960s. Upgrades to this have involved increasing from 400 amp to 1200 amp. The Master Electrician Certification requires continuation of credits to maintain.

Currently, the Building and Trades Foreperson in the Maintenance Section of Water Utility functions as a Master Electrician. Having two positions able to act as a Master Electrician prevents disruption of water service for City of Madison residents. The Building and Trades Foreperson at Water Utility is responsible for maintaining all Water Utility buildings. If that position were to take on the Master Electrician work that the Control Systems Technician is currently doing, there would be a decrease in the standard that the buildings are currently being maintained. This also provides coverage for each of the positions when the other is not working. The SCADA and communication work that the Control Systems Technician does is a different section of electrical code than what the Building and Trades Foreperson does with building

maintenance. Having two Master Electricians allows for each to have in depth knowledge of the specific electrical codes related to their positions and allow for more time to analyze and ensure safety of the electrical systems thereby preventing accidents or injuries.

Requiring the Control Systems Technician to have a Waterworks Operator Certification allows for understanding of the ground water and distribution system needs and how the Waterworks Operators need the systems to function. The Control Systems Technician is also then able to provide backup to the Waterworks Operator positions when needed. The Waterworks Operator Certification requires continuing educcredits to maintain.

For comparison, I reviewed the class specifications for a variety of positions in CG 16 Ranges 19 to 22 and CG 71 / Range 5 to determine what differentiates them from CG 16 /Range 19 positions.

The Water Utility has an existing Building and Trades Foreperson position in CG 71 / Range 5 that is described as:

> . . .highly skilled master level skilled trade work in the maintenance, repair, replacement, upgrade, installation, testing and inspection and commissioning of **electrical**, HVAC and/or plumbing systems and equipment found in a wide range of municipal facilities. Work involves planning, scheduling, overseeing, performing and evaluating electrical, HVAC and/or plumbing construction, repair and/or maintenance work and related activities. The work also involves **overseeing, testing, inspecting, commissioning, contacting and/or consulting** with outside contractors and vendors performing related construction, repair or maintenance work. This class is distinguished by **responsibility for the overall operational activities of electrical**, HVAC, and/or plumbing work. Under general supervision, the employee exercises considerable judgment in meeting program objectives. Work includes functioning as a **leadworker** and directing subordinate facilities skilled trades and **maintenance employees** as may be assigned. Assignments are received from a higher-level supervisor and are performed under limited supervision.. [emphasis added]

The Building and Trades Foreperson classification at Water Utility functions as a Master Electrician and is a similar salary range as the Control Systems Technician currently. The Control Systems Technician having a Master Electrician Certification allows it to perform functions of the Building and Trades Foreperson, but also has the additional communication and fiber duties which adds to the complexity of the position.

The Communications Operations Leadworker is CG 16/ Range 20 and is described as:

> . . . highly skilled lead and advanced technical maintenance, installation, and repair work in the **Communications Section of the Traffic Engineering Division**. The work involves **coordinating and overseeing** the planning, installation, maintenance and repair of **communication systems and other electronic equipment.** The work is performed under the general supervision of the Communications Operation Supervisor and **involves leading, training and scheduling lower level staff, assisting in the design of new and modified communication systems, and performing base system maintenance** on a regular and stand by/emergency basis [emphasis added]

The Communications Operations Leadworker is similar to the Control Systems Technician in coordinating and overseeing the planning, installation, maintenance and repair of communication systems and other electronic equipment. However, while the Control Systems Technician leads projects where lower level staff may assist, it does not have responsibility to

lead and train lower-level staff that the Communications Operations Leadworker does. The Control Systems Technician would now require a Master Electrician Certification which would increase the complexity of work to the same level.

The Traffic Systems & Networking Specialist is CG 16/ Range 22 and is described as:

> . . . highly skilled technical, **lead work** in the Electrical Section of Traffic Engineering. Under general supervision, this position is responsible for **coordinating and overseeing the installation and repair of complex electrical/electronic computerized equipment** associated with traffic signals, street lighting, **fiber optic network** and other City-maintained equipment and systems. Work is characterized by the exercise of **independent judgment in laying out work and directing Electrical Section employees**. [emphasis added]

Both positions are responsible for coordinating and overseeing the installation and repair of complex electrical/electronic computerized equipment which include fiber optic network. Both positions require a Master Electrician Certification. A Traffic Systems & Networking Specialist differs from the Control Systems Technician in that it functions as a leadworker for multiple employees who direct the work and employees in the Electrical Operations section of Traffic Engineering. Another difference is the complexity and amount of traffic electrical equipment which services not just the City of Madison but surrounding areas as well.

If this position becomes vacant in the future, there is an opportunity to recruit and underfill it at a trainee level using the classification of Maintenance Electrician 2 in CG 16, Range 19 that requires a Journey-level Electrician Certification, depending on candidates' qualifications.

Based on this analysis contained in this memo, I recommend to delete the classification of Control Systems Technician in CG 16, R19 and recreate it in CG16, R20; recreate position #1790 in the new classification and reallocate the employee, J. Chandler, to the new position, within the permanent salary detail of the 2025 Water Utility operating budget.

The necessary resolution to implement this recommendation has been drafted.

Effective Date: 06/09/2024

Compensation Group/ Range	2025 Annual Minimum (Step 1)	2025 Annual Maximum (Step 5)	2025 Annual Maximum (+ 12% Longevity)
16/19	$77,939.68	$90,935.26	$101,847.46
16/20	$80,800.72	$94,663.40	$106,023.06

CC: Erin Hillson, Human Resources Director
Emaan Abdel-Halim, HR Services Manager
Kurt Rose, Employee and Labor Relations Manager
Krishna Kumar, Water Utility General Manager
Jason Chandler, Control Systems Technician
Joe Grande, Water Resources Manager
Rick Marx, Local 6000 Representative

Madison, City of (WI)
Control Systems Technician

Class Spec Code	F223	**Established Date**	
Last Revised Date	02/20/2019	**Effective**	12/26/2024
Salary Range	$37.47 - $43.72 Hourly $2,997.68 - $3,497.51 Biweekly $6,494.97 - $7,577.94 Monthly $77,939.68 - $90,935.26 Annually	**Bargaining Unit**	6316
EEO	EEO4-Skilled Craft Workers	**Occupational Group**	N/A
FLSA	Non-Exempt	**Benefit Code**	Reps
Physical Class	NA		

General Description

This is highly skilled lead and master-level electronics and industrial electrician work in the design, planning, maintenance, installation, modification, calibration and repair of electrical equipment and control systems (including Supervisory Control and Data Acquisition (SCADA); process and motor control; radio/fiber optic communication; video surveillance; card access; and related equipment and devices used in the treatment, storage, pumping and distribution of potable water. The work is may involve leading lower level staff on assigned projects, assisting higher level staff on more complex assignments and performing system maintenance on a stand-by/emergency basis. The work is performed under the general direction of the Water Supply Manager and coordination with the Control Systems Programmer.

Examples of Duties and Responsibilities

Perform master-level design, planning, installation, inspection, and maintenance work and systems analysis on electronic systems within the Water Utility. Service and

maintain process controls and Supervisory Control and Data Acquisition (SCADA) system components. Design, Plan, Install, modify, calibrate, repair and perform both preventive and corrective maintenance on a variety of electronics, instrumentation, components and devices associated with the operation of a large, state-of-the-art water supply and distribution system. Service process control hardware and SCADA equipment to manufacturer's specifications, including but not limited to: motor controls, PLCs, RTUs, power supplies, computers, 1/0 devices and HMIs using operational performance standards, and standard and specialized testing equipment. Correct deficiencies.

Maintain process control system hardware, including controllers, computers, network switches, and 1/0 devices. Service variable speed drives used to control MWU's deep well and booster pump motors. Support the real-time connection from the SCADA system to its historical database. Help ensure maximum reliability and uptime for the SCADA system 24/7 operation.

Maintain and support the communications network utilized by the SCADA system. Assist in the installation and configuration of network hardware and software; including fiber optic lines, data radios, network switches, routers, firewalls and other associated communications equipment to ensure reliability and security. Troubleshoot, repair and replace Water Utility data radios and antennas. Design, plan, implement, and maintain MWUs fiber optic system. Help ensure **MWU** systems are safe from cyber-attacks. Provide technical information, support, and oversight to personnel calibrating and maintaining field level instrumentation.

Service and maintain **MWU** security and access control systems. Configure and provide support for card access system software and control panels. Debug, maintain, and install door/hatch security hardware (e.g., magnetic switches, electronic locking mechanisms, and card readers) at all of the **MWU** facilities. Create and issue photo ID/access cards for MWU staff and contractors. Maintain database of current and previous cardholders. Develop and run various reports as needed.

Service and maintain MWUs video surveillance system. Install, troubleshoot, and repair video cameras located at MWU offices and remote sites. Program and configure video cameras. Ensure software and hardware updates are current. Provide incident reports and download video footage when required. Work with Madison Police department when necessary.

Isolate and resolve electronic equipment and system failures in the field and in the office. Perform bench repairs at the component level in a shop setting. Troubleshoot, align and calibrate equipment including chlorinators, fluoridators, scales, switchgears, pumps, motors, pressure transmitters/ transducers, metering equipment, and related equipment.

Maintain and calibrate chlorine gas leak detection equipment, fluoride and chlorine concentration analyzers, spectrometers, pH meters, and related equipment for use in analysis of water samples.

Assist with the maintenance of the Utility's AMI system, including collector and repeater equipment. Troubleshoot and assist in the maintenance of computer systems used in SCADA, video security, and access control systems.

Compile and maintain records documenting schematics, installed equipment, installation or operational problems, resources used, repairs, and corrective action performed. Review plans and specifications for equipment and devices to ensure compliance with applicable codes and standards. Write and update, on an ongoing basis, maintenance manual and documentation (including SOPs) to reflect changes and additions to system. Schedule and coordinate activities with other staff, sections, departments or agencies to ensure the timely and accurate completion of preventive maintenance activities.

Respond to emergency situations as necessary, including those occurring after normal working hours.

Research, evaluate and recommend new or replacement equipment while assisting in the development and implementation of system enhancements. Project future needs, control on-hand inventory for production, and advance order equipment required to maintain Utility systems.

Fiber optic splicing and fiber networking skills and troubleshooting network problems. Project management of fiber installation. Design, purchase materials, apply for Right of Way permits.

Hire and work with subcontractors as needed. Record plans and as built drawings.

Working with Building Inspection for project and permit completion.

Perform related work as assigned.

Minimum Qualifications

Training and Experience:

Generally, positions in this classification will require:

Four years of directly related journey-level electrical experience in electronic installation, which includes experience in planning and implementing diverse

electrical installations, and possession of a Wisconsin Master Electrician license. Such experience would normally be gained after completion of a related apprenticeship or trade school program such as Electrical Technology or Computer Science. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.

Specific training and experience requirements will be established at the time of recruitment.

Knowledge, Skills and Abilities:

Thorough knowledge and understanding of electrical safety practices and regulations. Thorough knowledge of electronic shop procedures, practices and mathematics. Thorough knowledge of control system wiring design and water industry instrumentation. Thorough knowledge of PLCs and RTUs including configuration, diagnoses and support. Working knowledge of transmission, switching, control, and operations of a communications/networking system. Knowledge of the practices, theories, methods, techniques, tools and equipment used in SCADA systems. Knowledge of Allen Bradley components. Ability to identify problems and identify and recommend solutions. Ability to perform quantitative analysis and exercise analytical, technical, and critical thinking skills. Ability to develop, read, and interpret electrical plans and schematics. Ability to answer technical questions. Ability to collect, analyze, and compile data and prepare technical reports. Ability to communicate effectively both orally and in writing. Ability to work and thrive in a team environment. Ability to effectively plan, assign and lead the work of employees and crews. Ability to maintain effective working relationships with supervisors, co-workers, contractors, members of other agencies and the general public. Ability to successfully work with multicultural populations. Ability to work in inclement weather. Ability to respond to emergency situations outside of regular work hours. Ability to maintain alertness at all times of day and night. Ability to maintain adequate attendance.

Special Requirements

Possession of a valid driver's License.

Possession and maintenance of a Wisconsin Master Electrician license.

Possession of a Wisconsin Water Supply Operator Certification (Subclasses D & G) and other subclasses as may become necessary based on changes in EPA and/or Wisconsin DNR requirements and changes/additions to Madison Water Utility facilities

upon appointment.

Physical Requirements:

Employees in this position must be able to lift/carry objects weighing up to 50 pounds. This position requires work in both indoor and outdoor environmental conditions, including proximity to moving mechanical parts, moving vehicles, and electrical current; working at heights and on ladders or roofs; and exposure to cold, high heat, noise, and chemicals. Employees must have the sensory acuity to perform the work, including the ability to distinguish colored wires.

Approval

Created and approved February, 2019.

Compensation Group/Range

16/19

City of Madison

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

Master

File Number: 89925

File ID:	89925	**File Type:**	Report	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:				**Final Action:**	

Title: Personnel Board Report on position studies approved through authorized administrative actions.

Notes:

Sponsors:		**Effective Date:**	
Attachments:	2025 PB Report YTD 9.9.25.pdf	**Enactment Number:**	
Author:	Emaan Abdel-Halim, Human Resources Services Manager	**Hearing Date:**	
Entered by:	jortiz@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/10/2025	Refer	FINANCE COMMITTEE			
	Action Text: This Report was Refer to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89925

Title
Personnel Board Report on position studies approved through authorized administrative actions.

CITY OF MADISON

Personnel Board Quarterly Report to Finance Committee

September 2025 Report of Authorized Administrative Actions:

The following table includes the 2025 Authorized Administrative From April 9 to September 9.

PB Agenda	Agency	Current Classification	Position Control # (PCN)	CG/Range	New Classification	CG/Range
Sept 2025	Human Resources	Program Assistant 1	4998	20/11	Program Assistant 2	20/12
Sept 2025	Planning	Planner 2	4467	18/8	Planner 3	18/10
Sept 2025	Finance	Administrative Analyst 3	3194	18/10	Administrative Analyst 4	18/12
Sept 2025	Building Inspection	Plan Review Specialist 2	676	16/16	Plan Review Specialist 3	16/19
Sept 2025	Fire	Administrative Clerk 1	4195, 2165, 4061	20/9	Program Assistant 1	20/11
Sept 2025	Parks	Plumber	1423	71/4	Building and Trades Foreperson	71/05
Sept 2025	Planning	Planner 2	3652, 3651, 4505	18/8	Planner 3	18/10

Report of Position Study Denials:

No position studies denials have been finalized as of September 9, 2025.

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	4998
	Previous classification:	Program Assistant 1
	Classification code:	J070
	Comp Group / Range:	20/11
	Employee Name / MUNIS #	Katarina Klafka #13081
	Justification for recommendation:	This position is now responsible for a more substantial role requiring an in-depth knowledge of the citywide Benefits program. The position independently performs more comprehensive and advanced-level work functions (i.e. COBRA, NMSN, life insurance claims, website management, explaining policies, researching nuances) supporting the program and the Benefits Supervisor. This level of work falls within the Program Assistant 2 classification. The request meets all 4 parameters for Administrative Actions.
	New classification:	Program Assistant 2
	Classification code:	J071
	Comp Group / Range:	20/12
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	4/27/25

Finance Budget Analysts		
	Estimate Cost of Change:	$1,000 to $2,200
	New or updated payroll allocation:	No change needed
	Details on payroll allocation:	

Signed: on behalf of Erin Hillson

4/24/25		Ryan Pennington for D. Schmiedicke	4/23/25
Human Resources Director	Date	Finance Director	Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	4467
	Previous classification:	Planner 2
	Classification code:	H159
	Comp Group / Range:	18/8
	Employee Name / MUNIS #	Urvashi Martin #7486
	Justification for recommendation:	This position now has leadership responsibilities, including serving as project manager on various Development Plans, co-project manager on Area Plans, co-author of reports, and managing contracts. This work requires: working with Alders, other policymakers, community members and organizations, and the media; leading teams; and giving presentations and facilitating public meetings. This level of work falls within the Planner 3 classification. The request meets all 4 parameters for Administrative Actions.
	New classification:	Planner 3
	Classification code:	H160
	Comp Group / Range:	18/10
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	5/25/25

Finance Budget Analysts	Estimate Cost of Change:	6,425 Impact of 3 quarters in 2025. Slightly updated since provided to agency, but only 125 difference.
	New or updated payroll allocation:	N/A
	Details on payroll allocation:	

Signed:

Erin Hillson 5-19-2025

Human Resources Director Date

Maggie McClain for D. Schmiedicke 5/15/25

Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within one of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is less than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	3194
	Previous classification:	Administrative Analyst 3
	Classification code:	H009
	Comp Group / Range:	18/10
	Employee Name / MUNIS #	Ryan Pennington / 13827
	Justification for recommendation:	Ryan is the most senior budget analyst.
		No other Analyst 4s - needed for complex analyses.
	New classification:	Administrative Analyst 4
	Classification code:	H010
	Comp Group / Range:	18/12
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	01/05/2025

Finance Budget Analysts	Estimate Cost of Change:	$11,200
	New or updated payroll allocation:	☐ Yes ☒ No
	Details on payroll allocation:	

Signed: on behalf of Erin Hillson

	6/2/2025		for	5/30/25
Human Resources Director	Date	Finance Director		Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	676
	Previous classification:	Plan Review Specialist 2
	Classification code:	F121
	Comp Group / Range:	CG16/16
	Employee Name / MUNIS #	Katie Mooney #11175
	Justification for recommendation:	The incumbent is performing work of a Plan Review Specialist 2 with a higher degree of professional complexity, initiative, judgment, and discretion. She provides technical assistance relating to code requirements and compliance to highly skilled, professional architects, engineers, designers, contractors, inspectors, novice builders, homeowners and the general public on a daily basis. In many cases, she has been responsible for reviewing, correcting, and teaching architects and engineers proper structural design. She has trained a lower-level Plan Review Specialist in the plan review aspects of their position and was instrumental in getting them up to speed. She recently passed the Commercial Plan Reviewer/Inspector credential exam and meets the license requirements in order to independently review commercial building plans to ensure building and mechanical code

		compliance and answer building and mechanical code questions relating to State and City building requirements, permit fees and appeal procedures. This type of work falls within the Plan Review Specialist 3 classification. The request meets all 4 parameters for Administrative Actions.
	New classification:	Plan Review Specialist 3
	Classification code:	F122
	Comp Group / Range:	CG16/19
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	7/6/25

Finance Budget Analysts	Estimate Cost of Change:	10,932
	New or updated payroll allocation:	n/a
	Details on payroll allocation:	Maintaining same payroll allocation. Estimated cost based on employee step/longevity remaining the same (3%/step 4). Cost will be absorbed within agency's existing budget.

Signed:

Erin Hillson 7-3-2025
Human Resources Director Date

M. McClain for D. Schmiedicke 6/30/25
Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	4195
	Previous classification:	Administrative Clerk 1
	Classification code:	J011
	Comp Group / Range:	CG20/9
	Employee Name / MUNIS #	Aaron Schultz #2831
	Justification for recommendation:	This position provides specialized programmatic support work requiring in-depth technical knowledge of the Fire Department's Elevator Inspection Program. The position independently reviews blueprints and elevator plan submittals for compliance, issues permits and violation notices, processes financial transactions and reconciles budget accounts, monitors and renews credentials/certifications, manages data in Accela, and interacts with contract inspectors and property owners. The position also has program management responsibility for State and County Hazmat grants. This level of work falls within the Program Assistant 1 classification. The request meets all 4 parameters for Administrative Actions.
	New classification:	Program Assistant 1
	Classification code:	J070
	Comp Group / Range:	CG20/11

	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	7/6/25

Finance Budget Analysts	Estimate Cost of Change:	$4,333
	New or updated payroll allocation:	N/A – should be current from Results Madison updates.
	Details on payroll allocation:	75% 30252; 15% 30110720; 10% 30314

Signed:

Erin Hillson 7/3/2025
Human Resources Director Date

R. Mulcahy for D. Schmiedicke 6/27/25
Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	2165
	Previous classification:	Incumbent: Administrative Clerk 1 Position: Program Assistant 1
	Classification code:	J011
	Comp Group / Range:	CG20/9
	Employee Name / MUNIS #	Erica Carlson #17793
	Justification for recommendation:	The current incumbent was hired into this position as an Administrative Clerk 1 and has been underfilling it since that time. They are now performing the full scope of responsibilities of the position, which includes a significant amount of time analyzing Open Records requests for EMS reports and ambulance billings, ensuring HIPAA compliance, exercising judgment when redacting information before releasing information, participating in RFP processes and other programmatic support work for the EMS Division and Health & Wellness Program.
	New classification:	Program Assistant 1
	Classification code:	J070
	Comp Group / Range:	CG20/11
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	7/6/25

Finance Budget Analysts	Estimate Cost of Change:	$3,997
	New or updated payroll allocation:	N/A – should be updated from Results Madison updates.
	Details on payroll allocation:	30% 30110720; 30% 30120; 20% 30110723; 20% 30312

Signed:

Erin Hillson 7-3-2025
Human Resources Director Date

R. Mulcahy for D. Schmiedicke 6/27/25
Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	4061
	Previous classification:	Administrative Clerk 1
	Classification code:	J011
	Comp Group / Range:	CG20/9
	Employee Name / MUNIS #	Tony Li #3139
	Justification for recommendation:	This position provides specialized programmatic support work requiring in-depth technical knowledge of the Fire Department's Plan Review and Fire Prevention Programs. The position independently reviews fire protection plan submittals for compliance, processes financial transactions and reconciles budget accounts, monitors and renews credentials, manage fire licenses and testing; manages data in Accela, and liaisons with contractors and licensees. The position also supports the Emergency Management team and efforts. This level of work falls within the Program Assistant 1 classification. The request meets all 4 parameters for Administrative Actions.
	New classification:	Program Assistant 1
	Classification code:	J070
	Comp Group / Range:	CG20/11

	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	7/6/25

Finance Budget Analysts	Estimate Cost of Change:	$4,214
	New or updated payroll allocation:	N/A should be updated from Results Madison updates.
	Details on payroll allocation:	75% 30250; 15% 30110720; 10% 30500

Signed:

Erin Hillson 7-3-2025
Human Resources Director Date

R. Mulcahy for D. Schmiedicke 6/27/25
Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts		
	Position number:	1423
	Previous classification:	Plumber
	Classification code:	U006
	Comp Group / Range:	71/04
	Employee Name / MUNIS #	VACANT
	Justification for recommendation:	
	New classification:	Building and Trades Foreperson
	Classification code:	U016
	Comp Group / Range:	71/05
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	7/6/2025

Justification: Previous incumbent of 1423 is a Master Plumber and promoted to Foreperson, which had previously been held by a Master Electrician. This created a need for a separate Master Electrician-level position.

Finance Budget Analysts		
	Estimate Cost of Change:	$7,327
	New or updated payroll allocation:	☐ Yes ☒ No
	Details on payroll allocation:	Position #1423 is 100% allocated to org 51230 following Parks RM updated service structure.

Signed:

Erin Hillson 7-29-2025
Human Resources Director Date

R. Mulcahy for D. Schmiedicke 7/29/25
Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	3652
	Previous classification:	Planner 2
	Classification code:	H159
	Comp Group / Range:	CG18/R8
	Employee Name / MUNIS #	William Holloway #10252
	Justification for recommendation:	The position is now responsible for project management and leadership roles in transportation planning and projects. The work includes leading the Dane County Electric Vehicle Charging Infrastructure Plan and steering team, serving as co-lead on Metropolitan Planning Organization's (MPO) Active Transportation Plan, staffing the MPO Technical Coordinating Committee, presenting before the Plan Commission and Technical Coordinating Committee and Policy Board, representing MPO on the Dane County Traffic Safety Commission, coordinating with internal staff and external partners, managing grants, and leading negotiations and RFPs. Other leadership projects have included the Dane County Bicycle and Pedestrian Crash Study and transition of MPO performance measures reporting to an online dashboard. This senior level work requires independent initiative,

		discretion, and judgment and aligns with the Planner 3 classification.
	New classification:	Planner 3
	Classification code:	H160
	Comp Group / Range:	CG18/R10
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	8/3/25

Finance Budget Analysts	Estimate Cost of Change:	11,290
	New or updated payroll allocation:	
	Details on payroll allocation:	No update to payroll allocation. Fully allocated to Other Grants fund. Funding will be available through salary savings generated through vacant 0.5 FTE Admin Clerk.

Signed:

Erin Hillson 7-22-2025

Human Resources Director Date

M. McClain for D. Schmiedicke 7/22/25

Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	3651
	Previous classification:	Planner 2
	Classification code:	H159
	Comp Group / Range:	CG18/R8
	Employee Name / MUNIS #	David Kanning #2557
	Justification for recommendation:	The position is now responsible for project management and leadership roles in transportation planning and projects. The work includes administering the federal Surface Transportation Block Grant-Urban formula program, leading the preparation and management of the annual Transportation Improvement Program, leading updates and improvements to the travel model, serving as lead to ensure Metropolitan Planning Organization (MPO) adopts federal mandate targets, coordinating with internal staff and external partners, presenting before the MPO Technical Coordinating Committee and Policy Board, and initiating other process improvements. This senior level work requires independent initiative, discretion, and judgment and aligns with the Planner 3 classification.
	New classification:	Planner 3

	Classification code:	H160
	Comp Group / Range:	CG18/R10
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	8/3/25

Finance Budget Analysts	Estimate Cost of Change:	11,618
	New or updated payroll allocation:	
	Details on payroll allocation:	No update to payroll allocation. Fully allocated to Other Grants fund. Funding will be available through salary savings generated through vacant 0.5 FTE Admin Clerk.

Signed:

Erin Hillson 7-22-2025

Human Resources Director Date

M. McClain for D. Schmiedicke 7/22/25

Finance Director Date

10. Administrative Authorization for Position Changes

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

a. The positions are within the same compensation groups.
b. The creation of new classification is not required.
c. The modifications result in less than a total of $25,000 change in existing funding.
d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff

Human Resource Analysts	Position number:	4505
	Previous classification:	Planner 2
	Classification code:	H159
	Comp Group / Range:	CG18/R8
	Employee Name / MUNIS #	Benjamin Lyman #12627
	Justification for recommendation:	The position is now responsible for project management and leadership roles in transportation planning and projects. The work includes leading the Transit Development and the Coordinated Public Transit – Human Services Transportation Plans, leading the Metropolitan Planning Organization (MPO) Data Bike project, leading Title VI and ADA work, managing funding programs and budgets, directing and training other staff, coordinating with external partners, performing complex analysis, presenting at public meetings, representing the MPO, and developing policies, resolutions, and multi-faceted plans. This senior level work requires independent initiative, discretion, and judgment and aligns with the Planner 3 classification.
	New classification:	Planner 3
	Classification code:	H160
	Comp Group / Range:	CG18/R10

	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	8/3/25

Finance Budget Analysts	Estimate Cost of Change:	11,290
	New or updated payroll allocation:	
	Details on payroll allocation:	No update to payroll allocation. Fully allocated to Other Grants fund. Funding will be available through salary savings generated through vacant 0.5 FTE Admin Clerk.

Signed:

Erin Hillson 7-22-2025
Human Resources Director Date

M. McClain for D. Schmiedicke 7/22/25
Finance Director Date

City of Madison

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

Master

File Number: 89926

File ID:	89926	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:	Approving a loan of up to $80,000 from the Community Development Division's Child Care Facilities Loan Program to Monona Grove Nursery School for use in developing new child care space, and authorizing the Mayor and City Clerk to enter into agreements wit			**Final Action:**	

Title: Approving a loan of up to $80,000 from the Community Development Division's Child Care Facilities Loan Program to Monona Grove Nursery School for use in developing new child care space, and authorizing the Mayor and City Clerk to enter into agreements with that agency to complete the specified project. (District 15)

Notes:

Sponsors:	Bill Tishler, Regina M. Vidaver, Dina Nina Martinez-Rutherford And Derek Field	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Monty Marsh	**Hearing Date:**	
Entered by:	mbohrod@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Division	09/10/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89926

Fiscal Note

The proposed resolution authorizes a loan of up to $80,000 to Monona Grove Nursery School through the Community Development Division's (CDD) Child Care Facilities Loan Program (Munis program 14969/2024 project 14970). The 2024 and 2025 Adopted Capital Budgets authorized $250,000 annually for the program in 2024 and 2025. Approval of this resolution would draw on funds authorized for 2024. No additional City appropriation is required.

Title

Approving a loan of up to $80,000 from the Community Development Division's Child Care Facilities Loan Program to Monona Grove Nursery School for use in developing new child care space, and authorizing the Mayor and City Clerk to enter into agreements with that agency to complete the specified project. (District 15)

Body

Background

The City of Madison's 2025 Adopted Capital Budget authorizes up to $250,000 for the Child Care Facilities Loan Program to support local childcare providers' efforts to establish, expand or sustain their programs, particularly within parts of the City where childcare is scarce. The Program makes funds available to non-profit or for-profit agencies, as well as individuals, looking to establish or expand a regulated group childcare program,

Action

WHEREAS, the City of Madison's 2025 Adopted Capital Budget includes $250,000 to support the Child Care Facilities Loan Program; and,

WHEREAS, the Child Care Facilities Loan Program provides low-cost financing to support non-residential development projects that involve the acquisition of property, or substantial expansion, redevelopment, improvement, or rehabilitation of property an organization currently owns or leases for use for a childcare program; and,

WHEREAS, funds are available to non-profit or for-profit entities and individuals looking to establish or expand a regulated group childcare program, particularly in areas of the City where childcare is scarce; and,

WHEREAS, funds under the Child Care Facilities Loan Program are offered to awardees in the form of loans that are forgivable so long as the assisted property is used for a regulated childcare program for a period of at least 5 years from the date of completion of the project, but are repayable if the property is sold, its use is changed, a lease is terminated or for any other reason the childcare program does not continue for at least 5 years from the date of completion of the project; and,

WHEREAS, the City's objective through the Child Care Facilities Loan Program is to create or expand resident access to high-quality childcare and increase the available supply of infant and toddler care for Madison residents; and,

WHEREAS, the Community Development Division received a request for assistance from Monona Grove Nursery School, a childcare provider, seeking $80,000 to help finance renovation costs totaling just over $475,000 needed to establish a childcare facility at a leased property located at 4032 Monona Drive; and,

WHEREAS, this proposal is consistent with the goals and requirements set forth in the Child Care Facilities Loan Program; and,

WHEREAS, if awarded funds, the agency will be required to follow all Child Care Facilities Loan Program guidelines as well as comply with any applicable City zoning and land use requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council approves an award of $80,000 to Monona Grove Nursery School to help finance proposed leasehold improvements to the property at 4032 Monona Drive which are necessary to support its establishment of childcare programming; and,

BE IT FURTHER RESOLVED, that the Council authorizes the Mayor and City Clerk, on behalf of the City, to enter into a contract with Monona Grove Nursery School and to execute, deliver, publish, file, and record such other documents, instruments, notices, and records, and take such other actions as shall be deemed necessary or desirable to accomplish the intent of this Resolution, and to comply with and perform the obligations of the City.

City of Madison

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

Master

File Number: 89933

File ID:	89933	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:	MOU - University Market Rate Units			**Final Action:**	

Title: Authorizing the execution of a Memorandum of Understanding between the City and the University of Wisconsin Board of Regents regarding the referral of eligible students to rent below market rate units as contemplated by Madison General Ordinance Section 28.071.

Notes: UniversityMarketRateUnits

Sponsors:	MGR Govindarajan, Satya V. Rhodes-Conway, Will Ochowicz And Michael E. Verveer	**Effective Date:**	
Attachments:	Exhibit A - Memorandum of Understanding.pdf	**Enactment Number:**	
Author:	Matthew Robles	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/10/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE	09/29/2025		
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.					

Text of Legislative File 89933

Fiscal Note

The proposed resolution authorizes a Memorandum of Understanding (MOU) between the City and the University of Wisconsin Board of Regents (UW) regarding the referral of eligible students to rent reduced-cost units as contemplated by Madison General Ordinance Section 28.071 (Ordinance). The MOU establishes UW's commitment with respect to City-approved

developments and property owner obligations. There is no fiscal impact to the City.

Title

Authorizing the execution of a Memorandum of Understanding between the City and the University of Wisconsin Board of Regents regarding the referral of eligible students to rent below market rate units as contemplated by Madison General Ordinance Section 28.071.

Body

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

WHEREAS, Subparagraph 28.071(2)(a)2.c. of the Madison General Ordinances (the "Ordinance") allows for buildings within the Downtown Height Map to exceed the maximum number of stories if a property owner has agreed to allocate beds or units for reduced rent to eligible students enrolled in postsecondary educational institutions.

WHEREAS, any property owners utilizing the additional stories allowed by the Ordinance must execute a land use restriction agreement for the benefit of the City documenting the owner's obligation to allocate beds/units for reduced rent, and property owners must agree to abide by the terms of a memorandum of understanding between the City and one or more postsecondary educational institution(s).

WHEREAS, the City and the University of Wisconsin Board of Regents, on behalf of the University of Wisconsin-Madison, wish to enter into a memorandum of understanding as contemplated by the Ordinance, which will provide for the referral of eligible students to rent units with reduced rent, and will allow development of student-housing projects utilizing the Ordinance to include beds/units with reduced rent in Madison.

WHEREAS, the number of affordable beds/units and the level of reduced rent for specific projects will be negotiated between the City and property owners on a project-by-project basis, will be documented in the land use restriction agreements, and will come before Council for consideration via separate resolutions.

NOW, THEREFORE, BE IT RESOLVED that the City's Common Council hereby authorizes the City to execute a memorandum of understanding with the Wisconsin Board of Regents on substantially the same terms as the Memorandum of Understanding attached as Exhibit A, in a form approved by the City Attorney.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (**"MOU"**) is entered into as of the _____ day of _____, 2025, by and between the City of Madison (the **"City")** and the Board of Regents of the University of Wisconsin System ("**Board of Regents**").

RECITALS

WHEREAS, City Madison General Ordinance Section 28.071 (the "**Ordinance**") allows buildings within the "Downtown" of the City (as defined in the Ordinance) to exceed the maximum allowable stories provided the property owner has agreed to allocate beds or units at below market rate to students enrolled in postsecondary educational institutions.

WHEREAS, the Ordinance contemplates that the City will enter into memoranda of understanding with one or more postsecondary educational institutions to refer students from households with low or moderate incomes to rent the reduced cost beds or units, and that the property owner will agree to abide by the terms of any such memorandum of understanding.

WHEREAS, from time to time, the City has and may continue to secure commitments from developers to dedicate a certain number of reduced cost beds or units in student-housing developments pursuant to development agreements between the City and a developer.

WHEREAS, the Board of Regents operates the University of Wisconsin-Madison ("**UW**") a postsecondary educational located in the City.

WHEREAS, the City and the Board of Regents, on behalf of UW, are entering into this Memorandum of Understanding ("**MOU**") for the purpose of documenting the UW's commitment to refer low to moderate income student as contemplated by the Ordinance or pursuant to development agreements between the City and developers to rent reduced cost beds or units (such reduced cost beds or units covered by this MOU are referred to herein as "**Reduced-Cost Units**").

NOW, THEREFORE, the City and Board of Regents agree:

1. **Affordable Housing Goals.** UW supports City efforts to enhance the stock of affordable housing in the UW campus area and throughout the City, and in appropriate circumstances to include a specified number of reduced-cost beds or units with private developers in order to increase the reduced-cost housing opportunities for students who have need for affordable campus-area housing. The UW recommends that the City's benchmark for establishing the amount of discount should be to ensure that the rent for the reduced-cost bed or unit is no more than the estimated cost of attendance attributable to housing for purposes of federal financial aid, and ideally a fraction (75–80%) of that amount. However, UW acknowledges that the amount of discount and the number of Reduced-Cost Units is determined through the negotiations between the City and developers and may vary among developments, and that no uniform discount or number of discounted units is feasible for all projects.

2. **UW-Madison's Commitment.** For each campus-area housing development that includes an affordable housing component, whether that is pursuant to the Ordinance or a development agreement or similar document between the City and a developer, the UW commits to assisting the developer to meet the affordable housing requirements. The UW commitment with respect to each City-approved development is as follows:

a. Notifying eligible students of their status as eligible students and providing them with information about campus-area reduced-cost housing opportunities.
b. Developing criteria for establishing what constitutes a low-income student for purposes of eligibility for a Reduced-Cost Unit. UW shall submit the proposed criteria to the City no later than July 1 on an annual basis. If the City does not notify UW that it objects to the proposed criteria within fourteen (14) business days after UW's submittal, the proposed criteria shall be used by UW to determine students' eligibility for a Reduced-Cost Unit for the following academic year. If, within fourteen (14) business days after UW's submittal the City notifies UW that it objects to the proposed criteria the City and UW shall meet and confer to develop mutually acceptable eligibility criteria, which shall then be used by UW to determine students' eligibility for a Reduced-Cost Unit for the following academic year.
c. Providing a Student Need Certification for the Developer that each student who seeks to rent a Reduced-Cost Unit and who has provided UW with prior written consent to release the Student Need Certification to the Developer is a UW-Madison student who meets the relevant financial need factors (each a "**Qualified Student**").
d. Maintaining a streamlined financial need verification process, enabling students to authorize electronic release of this information through their UW- Madison Student Center to themselves and/or directly to a third party of their choosing through an automated process.
e. Reviewing annual reports that the City may require property owners to supply to the City and the University, documenting metrics which may include, but not be limited to: (1) the number of UW students who applied for Reduced-Cost Units; (2) the number of UW applicants who are offered Reduced-Cost Units, and the number of UW-student applicants denied Reduced-Cost Units; (3) the number of UW-student applicants who rent Reduced-Cost Units; (4) the average and median monthly rent per bed for Reduced-Cost Units; and (5) total rents collected for Reduced Cost Units. Should the metrics indicate a pattern of insufficient demand by UW students for Reduced-Cost Units, the parties understand that such information may be taken into consideration when UW submits its proposed eligibility criteria to the City for approval.

3. Property Owner Obligations

As contemplated by the Ordinance, property owners committing to provide Reduced-Cost Units will memorialize this by executing and recording a land use restriction for the benefit of the City and agreeing to comply with the provisions of this MOU. The City and UW agree that the obligations described in this Section 3 are solely those of the property owner, and that the UW has no obligation to enforce noncompliance by the property owner of any term of this MOU or associated land use restriction.

Property owners agreeing to abide by the terms of this MOU agree to the following:

a. The City and Board of Regents may amend this MOU from time to time.
b. The property owner shall make Reduced-Cost Units available to Qualified Students on a first-come, first-served basis.
c. The property owner agrees to accept the Student Needs Certification from UW as a basis for renting the Reduced-Cost Units to Qualified Students, understanding that a Qualified Student must meet the established eligibility criteria for being a low-income student and be enrolled as

a student at UW. The property owner may rely on the determination in a Student Need Certification that an individual is a Qualified Student without having to further investigate eligibility.

d. The property owner will only rent Reduced-Cost Units to a Qualified Student under this MOU or students eligible under another memorandum of understanding between the City and another postsecondary educational institution.
e. A Qualified Student shall have all of the same rights, obligations, access to amenities, roommate choices, and standard rental agreement terms as any other prospective residents at property, except for a reduction in rent.
f. Qualified Students must meet the property's rental application requirements applicable to all tenants with the exception of providing a parental or other guaranty of the rental agreement and meeting the income requirement (which will be modified proportionately to correspond to the reduction in rent).
g. Any Qualified Student who enters into a rental agreement for Reduced-Cost Unit shall remain eligible for the reduced rent for the entirety of the term of the rental agreement.
h. The property owner shall use good faith efforts to market the Reduced-Cost Units.
i. The property owner shall provide the City and UW an annual report by September 1st of each year certifying that the property owner has complied with the terms of this MOU and any associated LURA certifying the owner has satisfied its obligations under such documents ("**Annual Report**"). The Annual Report will provide the following information for the preceding July-June fiscal year:

    (1) The number of UW students who applied for Reduced-Cost Units;

    (2) The number of UW applicants who are offered Reduced-Cost beds Units, and the number of UW-student applicants denied Reduced-Cost Units;

    (3) The number of UW-student applicants who rent Reduced-Cost Units;

    (4) The average and median monthly rent per bed for Reduced-Cost Units;

    (5) Total rents collected for Reduced Cost Units. Should the metrics indicate a pattern of insufficient demand by UW students for Reduced-Cost Units, the UW agrees to discuss with the City and property owners the potential revision of the eligibility criteria for Reduced-Cost Units in order to make them available to larger population of students with financial need for reduced-cost housing.

Board of Regents of the University of Wisconsin System
On behalf of the University of Wisconsin-Madison

By:_____
David Honma
AVC/Controller

[City Signatures follow]

CITY OF MADISON, WISCONSIN,
a Wisconsin municipal corporation

By:_____
Satya Rhodes-Conway
Mayor

By:_____
Michael Haas
Acting City Clerk

APPROVED:

_____
David P. Schmiedicke
Finance Director

APPROVED AS TO FORM:

_____
City Attorney

The execution of this MOU by City officials was authorized by Enactment No. _____, File No. _____, adopted _____, 2025.

City of Madison

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

Master

File Number: 89945

File ID:	89945	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:	Authorizing the Mayor and City Clerk to execute agreements between the City of Madison and Dane County that govern the exchange of revenue for shared services, collaborative projects, and joint responsibilities as authorized in the 2025 Adopted Operating			**Final Action:**	

Title: Authorizing the Mayor and City Clerk to execute agreements between the City of Madison and Dane County that govern the exchange of revenue for shared services, collaborative projects, and joint responsibilities as authorized in the 2025 Adopted Operating Budget (District 16 and citywide).

Notes:

Sponsors:	Barbara Harrington-McKinney, Dina Nina Martinez-Rutherford And John P. Guequierre	**Effective Date:**	
Attachments:	DRAFT Coordinated Entry 2025.pdf, DRAFT Dairy Drive 2025.pdf, DRAFT Tenant Services 2025.pdf, INTERGOVERMENTAL FUNDING AGREEMENT BETWEEN THE CITY OF MADISON AND DANE COUNTY FOR THE BEACON DAY RESOURCE CENTER.pdf	**Enactment Number:**	
Author:	Linette Rhodes	**Hearing Date:**	
Entered by:	mbohrod@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Division	09/10/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Text of Legislative File 89945

Fiscal Note

The proposed resolution authorizes the execution of agreements between the City of Madison and Dane County regarding revenue exchanged between the two for shared services, collaborative projects, and joint responsibilities in 2025. The 2025 Community Development Division Adopted Operating Budget includes $259,143 in revenues from Dane County to support contract for services in 2025; it also includes $200,000 in expenses to Dane County for operations at The Beacon. No additional appropriation is required for the execution of these agreements in 2025. The agreements will be renewed subject to the appropriation of funds in future budgets.

Title

Authorizing the Mayor and City Clerk to execute agreements between the City of Madison and Dane County that govern the exchange of revenue for shared services, collaborative projects, and joint responsibilities as authorized in the 2025 Adopted Operating Budget (District 16 and citywide).

Body

Action Item

WHEREAS, the City of Madison and Dane County frequently engage in cooperative efforts, collaborations which often involve the allocation of funding from one jurisdiction to another; and,

WHEREAS, some of these exchanges are based on informal arrangements or legacy understandings; however, as the scope and complexity of intergovernmental projects grow, these informal mechanisms no longer provide sufficient structure, accountability, or transparency; and,

WHEREAS, by codifying these arrangements, both the City of Madison and Dane County will be better positioned to serve residents efficiently and responsibly; and,

WHEREAS, the City's Adopted 2025 Operating Budget includes revenue from Dane County to support services rendered in 2025 under contract through the following:

- Up to $174,500 for MACH OneHealth, Inc in support of operations of Dairy Drive Temporary Campground,
- Up to $54,643 for Tenant Resource Center to provide tenant services, and
- Up to $30,000 for Institute for Community Alliances to support the community coordinated entry system; and,

WHEREAS, the City's 2025 Operating Budget also authorizes the Community Development Division to transfer up to $200,000 to Dane County to support Catholic Charities and operations at The Beacon; and,

WHEREAS, these funds have been encumbered in contracts for services to be rendered in 2025 and cannot be carried over at year's end.

NOW, THEREFORE, BE IT RESOLVED that the Common Council authorizes the Mayor and the City Clerk to sign agreements with Dane County reflecting agreements to share revenue to cover expenses outlined in the Adopted 2025 Operating Budget for MACH OneHealth, Tenant Resource Center and Institute for Community Alliances; and,

BE IT FURTHER RESOLVED, that the Council authorizes the Mayor and City Clerk to renew

such agreements with Dane County, in forms approved by the City Attorney and Risk Manager, subject to the receipt of each year's funds and their inclusion in subsequent Community Development Division budgets.

DANE COUNTY CONTRACT # _____

Revised 11/2024

Department:	Dane County Human Services
Provider:	City of Madison
Expiration Date:	12/31/2025
Maximum Cost:	$30,000
Registered Agent (if applicable):	
Registered Agent Address:	215 Martin Luther King Jr. Blvd., Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and City of Madison (hereafter, "PROVIDER"),

W I T N E S S E T H:

WHEREAS COUNTY, whose address is 210 Marin Luther King Jr. Blvd Room 421, Madison WI 53703, desires to purchase services from PROVIDER for the purpose of supporting the administration of the Dane County/Madison Housing and Homelessness Continuum of Care (hereafter, “CoC”) coordinated entry system.

WHEREAS PROVIDER, whose address is 210 Martin Luther King Jr. Blvd Room 107 Madison, WI 53703, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D. No portion of funds under this Agreement may be used to support or advance religious activities.

E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability
If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement
All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.
COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary
For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice
Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.
Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.
In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. <u>NO WAIVER BY PAYMENT OR ACCEPTANCE:</u>
In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the

covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved

persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

DRAFT

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

_____ _____
Satya Rhodes-Conway Date
City of Madison Mayor

* * *

FOR COUNTY:

_____ _____
Melissa Agard Date
Dane County Executive

_____ _____
Scott McDonell Date
Dane County Clerk

DRAFT

SCHEDULE A
Scope of Services

Description of Services
(SPC Code 106: Housing)

I. PROVIDER Shall:

A. Support the administration of the Dane County/Madison Housing and Homelessness Continuum of Care (hereafter, "CoC") coordinated entry system.

B. Funding from this agreement may be subcontracted by PROVIDER to PROVIDER's identified contractor(s) providing services to administer the CoC coordinated entry system.

C. Not utilize COUNTY funds for any purpose other than administration of the CoC's coordinated entry system.

E. Return any unspent funds to COUNTY.

F. Upon request by the COUNTY, provide any program reporting, date, and/or performance measures to designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA).

G. Proactively involve designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA) in discussions that could result in major program or policy updates, contract changes, or other notable system impacts regarding the administration of the CoC's coordinated entry system.

DRAFT

SCHEDULE B
Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice with a summary of how COUNTY funds shall be distributed, with a timeline for when COUNTY funds are anticipated to be spent.

Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

PROVIDER shall submit request for payment to the COUNTY for a onetime lump sum payment. Requests for payment shall not exceed $30,000.

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DANE COUNTY CONTRACT # _____

Revised 11/2024

Department:	Dane County Human Services
Provider:	City of Madison
Expiration Date:	12/31/2025
Maximum Cost:	$174,500
Registered Agent (if applicable):	
Registered Agent Address:	215 Martin Luther King Jr. Blvd., Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and City of Madison (hereafter, "PROVIDER"),

W I T N E S S E T H:

WHEREAS COUNTY, whose address is 210 Marin Luther King Jr. Blvd Room 421, Madison WI 53703, desires to purchase services from PROVIDER for the purpose of the operation of an urban campground for households experiencing homelessness located at 3202 Dairy Drive, Madison, WI 53718.

WHEREAS PROVIDER, whose address is 210 Martin Luther King Jr. Blvd Room 107 Madison, WI 53703, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D. No portion of funds under this Agreement may be used to support or advance religious activities.

E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability
If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement
All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.
COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary
For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice
Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.
Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.
In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. <u>NO WAIVER BY PAYMENT OR ACCEPTANCE:</u>
In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the

covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved

persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

DRAFT

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

_____ _____
Satya Rhodes-Conway Date
City of Madison Mayor

* * *

FOR COUNTY:

_____ _____
Melissa Agard Date
Dane County Executive

_____ _____
Scott McDonell Date
Dane County Clerk

DRAFT

SCHEDULE A
Scope of Services

Description of Services
(SPC Code 106: Housing)

I. PROVIDER Shall:

A. Use funding provided by COUNTY to support operation of an urban campground for households experiencing homelessness at 3202 Dairy Dr. in Madison, WI.

B. Funding from this agreement may be subcontracted by PROVIDER to PROVIDER's identified contractor(s) administering services to the urban campground.

C. Not utilize COUNTY funds for any purpose other than the operation of an urban campground for households experiencing homelessness at 3202 Dairy Dr. in Madison, WI.

D. Support operations of the urban campground at 3202 Dairy Dr. in Madison, WI through the anticipated program closure date of September 30th, 2025.

E. Return any unspent funds to COUNTY, including in the event the urban campground at 3202 Dairy Dr. in Madison, WI ceases operation before its anticipated closure date of September 2025.

F. Upon request by the COUNTY, provide any program reporting, date, and/or performance measures to designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA).

G. Proactively involve designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA) in discussions that could result in major program or policy updates, contract changes, or other notable system impacts regarding the operations of the urban campground.

DRAFT

SCHEDULE B
Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice with a summary of how COUNTY funds shall be distributed, with a timeline for when COUNTY funds are anticipated to be spent.

Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

PROVIDER shall submit request for payment to the COUNTY for a onetime lump sum payment. Requests for payment shall not exceed $174,500.

DRAFT

DANE COUNTY CONTRACT # _____

Revised 11/2024

Department:	Dane County Human Services
Provider:	City of Madison
Expiration Date:	12/31/2025
Maximum Cost:	$54,643
Registered Agent (if applicable):	
Registered Agent Address:	215 Martin Luther King Jr. Blvd., Madison, WI 53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and City of Madison (hereafter, "PROVIDER"),

W I T N E S S E T H:

WHEREAS COUNTY, whose address is 210 Marin Luther King Jr. Blvd Room 421, Madison WI 53703, desires to purchase services from PROVIDER for the purpose of supporting services for tenants including, but not limited to, information and referral, counseling, and outreach.

WHEREAS PROVIDER, whose address is 210 Martin Luther King Jr. Blvd Room 107 Madison, WI 53703, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

D. No portion of funds under this Agreement may be used to support or advance religious activities.

E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.

F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.

2. failure by PROVIDER to carry applicable licenses or certifications as required by law.

3. failure of PROVIDER to comply with reporting requirements contained herein.

4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.
If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars ($2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.
If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than $1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability
If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement
All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.
COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary
For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancelation Notice
Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.
Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.
In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. <u>NO WAIVER BY PAYMENT OR ACCEPTANCE:</u>
In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the

covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

A. If PROVIDER has 20 or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved

persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

DRAFT

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

_____ _____
Satya Rhodes-Conway Date
City of Madison Mayor

* * *

FOR COUNTY:

_____ _____
Melissa Agard Date
Dane County Executive

_____ _____
Scott McDonell Date
Dane County Clerk

DRAFT

SCHEDULE A
Scope of Services

Description of Services
(SPC Code 106: Housing)

I. PROVIDER Shall:

A. Use funding provided by COUNTY to support services for tenants including, but not limited to, information and referral, counseling, and outreach.

B. Funding from this agreement may be subcontracted by PROVIDER to PROVIDER's identified contractor(s) administering services for tenants including, but not limited to, information and referral, counseling, and outreach.

C. Not utilize COUNTY funds for any purpose other than supporting services for tenants including, but not limited to, information and referral, counseling, and outreach.

E. Return any unspent funds to COUNTY.

F. Upon request by the COUNTY, provide any program reporting, date, and/or performance measures to designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA).

G. Proactively involve designated staff from the Dane County Department of Human Services' (DCDHS) Housing Access and Affordability Division (HAA) in discussions that could result in major program or policy updates, contract changes, or other notable system impacts regarding the administration of tenant services.

DRAFT

SCHEDULE B
Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice with a summary of how COUNTY funds shall be distributed, with a timeline for when COUNTY funds are anticipated to be spent.

Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

PROVIDER shall submit request for payment to the COUNTY for a onetime lump sum payment. Requests for payment shall not exceed $54,643.

DRAFT

INTERGOVERMENTAL FUNDING AGREEMENT BETWEEN THE CITY OF MADISON AND DANE COUNTY FOR THE BEACON DAY RESOURCE CENTER

This intergovernmental agreement ("AGREEMENT") is made by and between the City of Madison, a Wisconsin municipal corporation ("CITY") and the County of Dane, a Wisconsin quasi-municipal corporation ("COUNTY"), pursuant to Wis. Stat. § 66.0301. Execution of this AGREEMENT by CITY is authorized by the 2025 Executive Operating Budget, File I.D. No. 85264, adopted by the Common Council of the City of Madison on November 12, 2024.

The Beacon Day Resource Center ("the Beacon") operations are supported in part through financial support from the COUNTY and the CITY. COUNTY has entered into a Purchase of Services Contract #87496 ("POS CONTRACT") with Catholic Charities, Inc., Diocese of Madison ("PROVIDER") for operations of the Beacon. Under POS CONTRACT, PROVIDER provides services to households experiencing homelessness with COUNTY providing contract administrative services.

I. Payment.

So long as PROVIDER is determined by COUNTY to be in compliance with the terms of POS CONTRACT:

A. CITY will contribute up to Two hundred thousand dollars ($200,000) to COUNTY for services provided in the POS Contract, Program #8140-Day Resource Center with PROVIDER, as approved in each annual budget by the Common Council of the City of Madison.

B. COUNTY will disburse funds to PROVIDER pursuant to the schedule provided through POS CONTRACT.

II. Termination. This AGREEMENT may be terminated only as follows:

A. If any party breaches this AGREEMENT, the party may notify the other in writing outlining the details of such breach, and requesting a remedy. If the breach is not remedied by the defaulting party within thirty (30) days from the date of written notification to remedy the breach, or, if the breach cannot reasonably be remedied within thirty (30) days, or, if substantial steps to commence a cure are not initiated within such thirty (30) day period, then a party may, in addition to all of its other rights or remedies, immediately terminate this AGREEMENT.

B. At any time, by mutual agreement of the parties.

III. Liability. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are

attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this AGREEMENT.

IV. Notices. All notices to be given under the terms of this AGREEMENT shall be signed by the person sending the same, may be delivered by email to an officer or duly authorized representative of the other party, or may be sent by United States Postal Service or a nationally recognized overnight carrier, to the address of the parties specified below

For COUNTY:

Casey Becker
Dane Co Job Center Attn: HAA- Casey Becker
1819 Aberg Avenue
Madison, WI 53704

For CITY:

Jim O'Keefe
Community Development Division Madison Municipal Building, Suite 300
215 Martin Luther King, Jr. Blvd Madison, WI 53703

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.

V. NonDiscrimination. In the performance of its obligations under this AGREEMENT, both parties agree 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. Both parties further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this AGREEMENT because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

VI. Miscellaneous.

A. No Waiver. In no event shall the making of any payment or acceptance of any service

required by this AGREEMENT constitute or be construed as a waiver by either party of any breach of the covenants of this AGREEMENT or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.

B. Assignment. Neither this AGREEMENT nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.

C. Choice of Law. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

D. Severability. The various provisions of this AGREEMENT are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this AGREEMENT and the same shall continue in effect unless modified by the parties.

E. No Third Party Rights. This is an AGREEMENT between the parties, and nothing herein creates any rights in a third person.

FOR CITY

_____ _____

Satya Rhodes-Conway
City of Madison, Mayor

Date

_____ _____

Michael Haas

City of Madison, Acting City Clerk

Date

FOR COUNTY:

_____	_____
Melissa Agard	Date
Dane County, County Executive	

_____	_____
Scott McDonell	Date
Dane County, Clerk	

City of Madison

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

Master

File Number: 89947

File ID:	89947	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:	Adopting the Teamsters Union Local 120 Labor Agreement			**Final Action:**	

Title: Adopting and confirming the Labor Agreement between the City of Madison and the Teamsters Union Local 120, affiliated with the International Brotherhood of Teamsters, for the period of January 1, 2025 through December 31, 2027

Notes:

Sponsors:	Satya V. Rhodes-Conway And Director of Human Resources	**Effective Date:**	
Attachments:	2025 Labor Relations Report Teamsters.pdf	**Enactment Number:**	
Author:	Kurt Rose, Employee and Labor Relations Manager	**Hearing Date:**	
Entered by:	sharnish@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/10/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (9/29/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text:	This Resolution was Referred to the FINANCE COMMITTEE					
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.					

Text of Legislative File 89947

Fiscal Note

The proposed resolution adopts the Labor Agreement between the City of Madison and the Teamsters Union Local 120 for the period January 1, 2025 through December 31, 2027. The attached Employee/Labor Relations Manager's Report includes a summary of key changes. The agreement includes a 3% wage increase effective January 1, 2025 and a 2% one-time

payment equivalent to a mid-year wage increase (July 1, 2025 to December 31, 2025). Total 2025 costs associated with the agreement are estimated at $1.5 million. The impact of the costs within Metro Transit's existing 2025 budget will be reviewed through the 2025 year-end budget projection and any adjustments considered through the year-end budget resolution. The agreement also includes 3% wage increases in each 2026 and 2027 at a cost of $2.1 million and $3.2 million respectively.

Title

Adopting and confirming the Labor Agreement between the City of Madison and the Teamsters Union Local 120, affiliated with the International Brotherhood of Teamsters, for the period of January 1, 2025 through December 31, 2027

Body

This resolution adopts and confirms a three-year Labor Agreement between the City of Madison and Teamsters Union Local 120, affiliated with the International Brotherhood of Teamsters, for the period of January 1, 2025 through December 31, 2027.

The Labor Agreement between the City of Madison and Teamsters Union Local 120, affiliated with the International Brotherhood of Teamsters, for the period January 1, 2025 through December 31, 2027, is hereby adopted in its entirety and confirmed in all respects and the Mayor and Clerk are authorized to sign the agreement.

EMPLOYEE/LABOR RELATIONS MANAGER'S REPORT
Presented to City of Madison Common Council
On
September 16, 2025

Re: The Labor Agreement between the City of Madison and Teamsters Local 120, tentatively agreed to on August 29, 2025.

The following is a summary of the modifications to the City of Madison and Teamsters Local 120 Collective Bargaining Agreement, effective January 1, 2025 through December 31, 2027.

1. **Wages**:

   A. 3% increase effective the pay period including January 1, 2025.
   B. 2.0% one-time payment equivalent to a mid-year wage increase (July 1, 2025-December 31, 2025) payment will be sent upon ratification of contract, to all Teamsters employed on date of ratification.
   C. 3.0% increase effective the pay period including January 1, 2026.
   D. 3.0% increase effective the pay period including January 1, 2027.
   E. Increase in Post Employment Health Plan contribution to match wage increases.
   F. No change to Health Insurance.

2. **Contract Term:**

January 1, 2025 through December 31, 2027.

3. **Additional Modifications**:

   A. Masthead: Modification to change all references to 695 to 120. Modification of all references of mechanic to technician. No cost.

   B. Glossary: Bus Cleaner: Delete "and move". No cost.

   C. Union Negotiating Committee: Increase to 9 members. No cost.

   D. Standing Committees: Adding a Shop Scheduling Committee. No cost.

   E. Employee Assaults: Adding assault standard operating procedure to agreement. No additional cost.

F. Organ Donation Leave: Adding up to 30 days of paid leave specific to organ donation. No additional cost.

G. Report time: Report and travel time between facilities is considered time worked. No cost.

H. Probationary Period: Probation is 12 months from date of hire. No cost.

I. Uniforms: Employer will furnish 2 pairs of shorts. No additional cost.

J. Instructors: New employee instructors will serve a 5 year term. No cost.

K. Shop Posting: Internal bids will be for 8 calendar days. No cost.

L. New Programs: No autonomous vehicles. Automation will not remove work from bargaining unit. No cost.

M. Addendum E: Deleted. No cost. Anticipated cost savings.

N. Premiums: Increase dispatcher premium for service lane. Cost: $294.12

O. Premium table: Increase premiums by % of wage increase. Cost: 2025: $13,772.77 2026: $27,619.8 2027:$39,837.06

P. Shop Employee Differential: Increase from $.75 to $1.50. Cost: $38,000

Q. Boot Allowance: Increasing boot allowance in shop from $240 to $300 every two years. Cost: $3,000

R. Slip resistant shoe allowance: Creation of a $175 allowance. Cost: $6,825.

S. High voltage PPE. Cost:$44,923

T. Vacation:

   a. Modify 7 years of service to 5 years; and modify 12 years of service to 10 years. Cost: need for actuarial review.

   b. Cash out one week and carry over one week. No cost.

U. Shop Overtime:

   a. Employees on shift will be offered OT work before the daily OT sheet. No cost.

b. If OT is accepted in this manner it won't count as last day worked for OT. No cost.
c. Employees called from the OT call sheet will not be charged with the time. No cost.

City of Madison

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

Master

File Number: 89948

File ID:	89948	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	FINANCE COMMITTEE
				File Created Date :	09/10/2025
File Name:				**Final Action:**	

Title: A Resolution authorizing a competitive selection five-year contract with Integral Building Systems, Inc for the procurement, installation, and support of structured cabling, access control, audio visual systems and security cameras.

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	alythjohan@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Department of Information Technology	09/10/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (9/29/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Referred	FINANCE COMMITTEE		09/29/2025	
	Action Text: This Resolution was Referred to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/29/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.						

Text of Legislative File 89948

Fiscal Note

The proposed resolution authorizes the execution of a 5-year contract with Integral Building Systems, Inc. (IBS) for planned and unplanned maintenance, installation, and ongoing support the continuing operations of the City's IT systems. The contract price will not exceed $60.00 per hour for labor costs and 15% mark up for materials and equipment. Since 2020, purchase orders for these types of services provided by IBS have averaged over $100,000. Services

provided by IBS are paid for by the customer agency and absorbed in that agency's budget. Since 2020, the majority of purchase orders have related to hardware equipment installation and have been paid for out of agency capital budgets. Routine maintenance has been paid for by agency operating budgets. No additional appropration required with authorization and execution of this contract.

Title

A Resolution authorizing a competitive selection five-year contract with Integral Building Systems, Inc for the procurement, installation, and support of structured cabling, access control, audio visual systems and security cameras.

Body

WHEREAS, the Information Technology (IT) Department requires the purchase of hardware and installation services in order to ensure the security and integrity of City spaces, connection to the City network and alignment of hardware standardization in City agencies as it relates to structured cabling, access control, audio visual systems and security cameras; and,

WHEREAS, the IT Department worked with the Purchasing Division to issue RFB # 14069-2-2025-BP to solicit proposals for such services and received one (1) proposal, the one proposal was reviewed to ensure the bidder can meet the needs of the City, and Integral Building Systems, Inc was selected through this process; and,

WHEREAS, this contract is to cover planned and unplanned maintenance, installation, hardware, and ongoing support for structured cabling, access control, audio visual systems, and security cameras, and to support the continuity of operating in the City, a five-year contract is being awarded to Integral Building Systems, Inc; and,

WHEREAS, through the RFB process, Integral Building Systems, Inc proposed a contract price not to exceed $60.00 per hour in labor costs and a 15% mark up for materials and equipment; and,

WHEREAS, the work under past contracts historically exceeded $100,000 per year and under MGO 4.26(3)(e), service contracts of more than one year that average more than $100,000 per year in cost require Common Council approval and signature by the Mayor and City Clerk.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to sign a contract with Integral Building Systems, Inc for the purposes and at the price described above, for a term of five (5) years.

City of Madison

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

Master

File Number: 90083

File ID:	90083	**File Type:**	Report	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Office of the Independent Monitor
				File Created Date :	09/24/2025
File Name:				**Final Action:**	

Title: Annual Report from the Office of the Independent Monitor, Robin Copley (2023-2024)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	OIM Annual Report - Updated.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	cnjoku@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Office of the Independent Monitor	09/24/2025	RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER				

Action Text: This Report was RECOMMEND TO COUNCIL TO ACCEPT - REPORT OF OFFICER

Text of Legislative File 90083

Title
Annual Report from the Office of the Independent Monitor, Robin Copley (2023-2024)

2025 ANNUAL REPORT



Office of the

Independent Monitor

www.cityofmadison.com/independent-police-monitor

OIM@cityofmadison.com (608) 261-7161

Annual Report of the Office of the Independent Monitor

2023-2024

March 15, 2025

Robin Copley, Esq.
Independent Police Monitor

Chioma Njoku
Office Manager

Dr. Greg Gelembiuk
Data Analyst

Executive Summary

Civilian oversight of police is necessary for accountability, ensuring police officers and departments are held to high standards of conduct which are updated dynamically between police departments and the communities they serve. Through their oversight functions, the Police Civilian Oversight Board (PCOB) and Office of the Independent Police Monitor (OIM) ensure that the voices of the community are heard and considered in the decision-making processes that affect public safety, policy changes, and policing strategies.

Complaint Investigation Goals

The community as well as MPD staff are encouraged to share their experiences with OIM through the submission of the OIM intake form. Not all intakes are complaints, and not all complaints will require an independent investigation but, when conducting investigations, the OIM's analyses will be focused on four questions:

(1) Are there any disciplinary charges not included in the PS&IA investigation which OIM asserts could have been brought?;
(2) Does the investigation suggest policy, procedure, risk management or liability issues that were not adequately addressed by the Department?;
(3) Should training or other programs have been required of the accused employee?; and
(4) Were there any other OIM concerns with the investigation and, if so, what allegation do they pertain to?

The purpose of these investigations is first and foremost to identify failures of policy because the remedies that can be most productively offered by an OIM investigation are MPD policy and/or training recommendations. Further, these investigations allow an opportunity to clarify public understanding of police policy. Through policy review and providing public explanations of existing MPD policy, the OIM aims to facilitate conversations with the community to ensure MPD meets the community's expectations and standards.

Policy Recommendations

1. **Officers should remain cognizant of the mandatory detention and deportation policies enforced by ICE following an arrest or charge for shoplifting, burglary, theft, or larceny, or admission of having committed the essential elements of one of these acts.***
2. **Implement Situational Decision-Making (Sit-D) training for all MPD officers. Following the initial training, officers should receive annual refresher trainings.**
3. **The OIM recommends an addition to MPD's "Demonstrations and Assemblies" Standard Operating Procedure explicitly outlining that protestors have a right to wear facial coverings, regardless of religious or medical necessity, and police demands for a masked person to remove their mask must be preceded by an articulable reasonable suspicion that the masked person is committing, is about to commit, or has committed a crime.**

4. **We recommend that the City of Madison explore the feasibility of using dynamic speed bumps to slow speeding traffic in lieu of speed enforcement cameras, which are illegal in WI, have disparate racial impacts, and impact the poor most heavily.**
5. **Continue and intensify efforts to diversify MPD, especially with hiring of Black and women officers.**
6. **Greatly expand diversion to restorative justice or other such programs to additional offenses, including lower-level felonies (inclusive of violent offenses), and to a much wider age range.**
7. **OIM encourages MPD to fully implement the MPD Policy & Procedure Review Ad Hoc Committee recommendations #119 and #120 on foot pursuits, including all the sub-recommendations of both.***

*see report for full text of recommendations

Completed Data-Based Investigation

Use-of-Force Allegation Sustain Rate - MPD has a use-of-force allegation sustain rate that is far below the national average sustain rate, and below that expected for a department with its characteristics (though many police departments do have comparably low sustain rates). An audit of PS&IA excessive force investigation files may be useful to determine whether MPD use-of-force allegation investigatory policies or practices could be improved.

Current Ongoing Data-Based Investigations

1. Racial Disparities –
   Utilizing (a) smartphone GPS data and (b) traffic stop data to determine whether observable racial disparities in MPD policing outcomes are in part a result of discriminatory policing at the level of neighborhoods or individuals.
2. Early Intervention System – Examining the factors and decision-making used in MPD's current EIS, and particularly its data-driven elements. We are interested in this given the possibility that it may be improved by the use of a machine learning system and alternative metrics, reducing liability and the risk of adverse outcomes, and potentially enhancing officer wellbeing.

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Introduction

Civilian oversight of police is necessary for accountability, ensuring police officers and departments are held to high standards of conduct which are updated dynamically between police departments and the communities they serve. There has always been a need for civilian oversight of the police and its absence has been felt disproportionately by marginalized communities. The State of Wisconsin has long recognized the need for police oversight, although with historically limited capacity in providing it. In 1885, the Milwaukee Board of Fire and Police Commissioners was established by state law. The City of Madison followed by establishing its Police and Fire Commission to separate staffing matters from local politics. Now, the City of Madison has the Office of the Independent Monitor (OIM) to separate audits of the Department, the Chief, and the Department's policies from local politics.

The purpose of civilian oversight is not only to foster the building of public trust and confidence in law enforcement. It also serves as an independent means of ensuring administrative practices within the Police Department meet the standards and expectations of the community. The OIM is open to all members of the Madison community, including MPD staff. The independence of the OIM allows it to be a secure destination for whistleblowers within MPD, protecting those whistleblowers' identities and applying their input to departmental audits and investigations.

The enduring goal of the Office of the Independent Monitor is to give the community a voice in discussing their expectations of law enforcement. Transparency of police activities and decisions helps to demystify police work and builds a foundation for mutual understanding and cooperation, fostering an environment where the community can learn the rationale behind certain police actions and have an informed discussion of how the community wants its police department to act.

The purpose of this report, prepared and delivered in accordance with Madison General Ordinance 5.19(8), is to summarize the founding of the City of Madison Office of the Independent Police Monitor. The history of the founding of the Police Civilian Oversight Board

(PCOB), which oversees the OIM, and its years of tireless work is an important one to memorialize as well. The PCOB's history will be memorialized through its own Annual Report, prepared by the PCOB itself. Therefore, this history will begin from the point at which the Monitor's knowledge is first-hand, when they started their position in December of 2022. Please note that any absence of detail in mentions of the PCOB's work is not intended to ignore the PCOB's contributions but rather to allow the PCOB to speak for itself. As this is the first annual report of the OIM, this report will also mainly serve as a blueprint for regular reporting to come.

At a minimum, the OIM Annual Report aims to:

1. Set forth the work of the OIM during the prior calendar year;
2. Identify trends regarding complaints, investigations, and discipline of MPD personnel, including, but without identifying specific persons, information regarding personnel who were the subject of multiple complaints, complainants who filed multiple complaints, and issues that were raised by multiple complaints;
3. Make recommendations regarding the sufficiency of investigations and the appropriateness of disciplinary actions, if any, and changes to policies, rules, and training;
4. Provide other pattern and practice analysis as needed; and
5. Assess the MPD's progress in complying with its own SOPs, governing laws, and lawful orders from the Mayor or Common Council, including compliance with or progress toward meeting any recommendations or directives emanating from the work of the Ad Hoc Committee to Review the MPD's Policies and Procedures and the OIR Report, to the extent they are adopted and approved by the Common Council, as well as the MPD's own stated goals and mission statement.

This inaugural OIM annual report will be unique in several ways from future reports. These key differences are presented here to avoid confusion.

First, as there was no annual report published by the OIM up to this point, this report will cover both 2023 and 2024. Future annual reports are expected to be presented each spring covering the previous year.

Second, as the OIM did not begin receiving complaints until late in 2024, any "trends" regarding complaints received by the OIM would not be statistically significant and should be considered anecdotal at best.

Third, regarding the first item again, the OIM has maintained only one employee throughout the entirety of 2023 and 2024. In the spirit of the OIM's purpose, to be a personable connection to community-lead policing reform, the usual decorum of professional third person writing will be relaxed in this section of the report to provide a more accessible and honest retelling of the OIM's first two years. This will not be a pattern for this item in future annual reports. Rather, a "Letter from the Monitor" will serve this purpose in future reports and the "work of the OIM during the prior calendar year" item will be entirely summarized in the usual decorum of the third person. The "Letter from the Monitor" will aim to succinctly and plainly summarize the Annual Report and the OIM's findings. This report will not contain a "Letter from the Monitor" because it would be a redundant retelling of the work in building the OIM in the past two years.

Finally, no portion of the following report is a statement of support of any political party. This disclaimer is unfortunately only made necessary by those that would seek to conflate a recitation of basic and long-established Constitutional Law as a political bias. Statements of the President are presented for purely contextual purposes.

I. What can PCOB and OIM do for you?

The Police Civilian Oversight Board (PCOB) and the Office of the Independent Monitor (OIM) aim to serve as a bridge between the community and law enforcement in Madison. The goal is to empower the community by allowing them to actively participate in shaping and assessing local policing policies and standards. Through their oversight functions, the PCOB and

OIM ensure that the voices of the community are heard and considered in the decision-making processes that affect public safety, policy changes, and policing strategies.

The PCOB is composed of community members who bring diverse perspectives and experiences to the discussion, representing local community-based organizations. Their primary role is to review and provide input on police practices, policies, and incidents of misconduct, through their city staff in the Office of the Independent Monitor. By doing so, they help ensure that police are operating in a manner consistent with community values and expectations. The Board also engages in outreach efforts to educate the public about their rights, potential policy changes, and City services and administrative mechanisms available to them.

The OIM, on the other hand, functions as an independent body tasked with monitoring and evaluating the police department's adherence to established policies, standards, and benchmarks in adopting the recommendations of the Ad Hoc Committee. The OIM conducts thorough investigations into complaints, reviews police procedures, and recommends improvements to enhance accountability and transparency between the public and the Department and between MPD staff and MPD command. By working in tandem, the PCOB and OIM create a comprehensive oversight framework that fosters trust, accountability, and continuous improvement within the police department.

When a member of the public submits a complaint or concern, the PCOB and OIM ensure that it is taken seriously and addressed appropriately. This process not only helps resolve individual issues but also identifies broader patterns and areas for systemic reform. Through public meetings, reports, and direct engagement, the PCOB and OIM keep the community informed and involved in the ongoing efforts to improve policing practices in Madison.

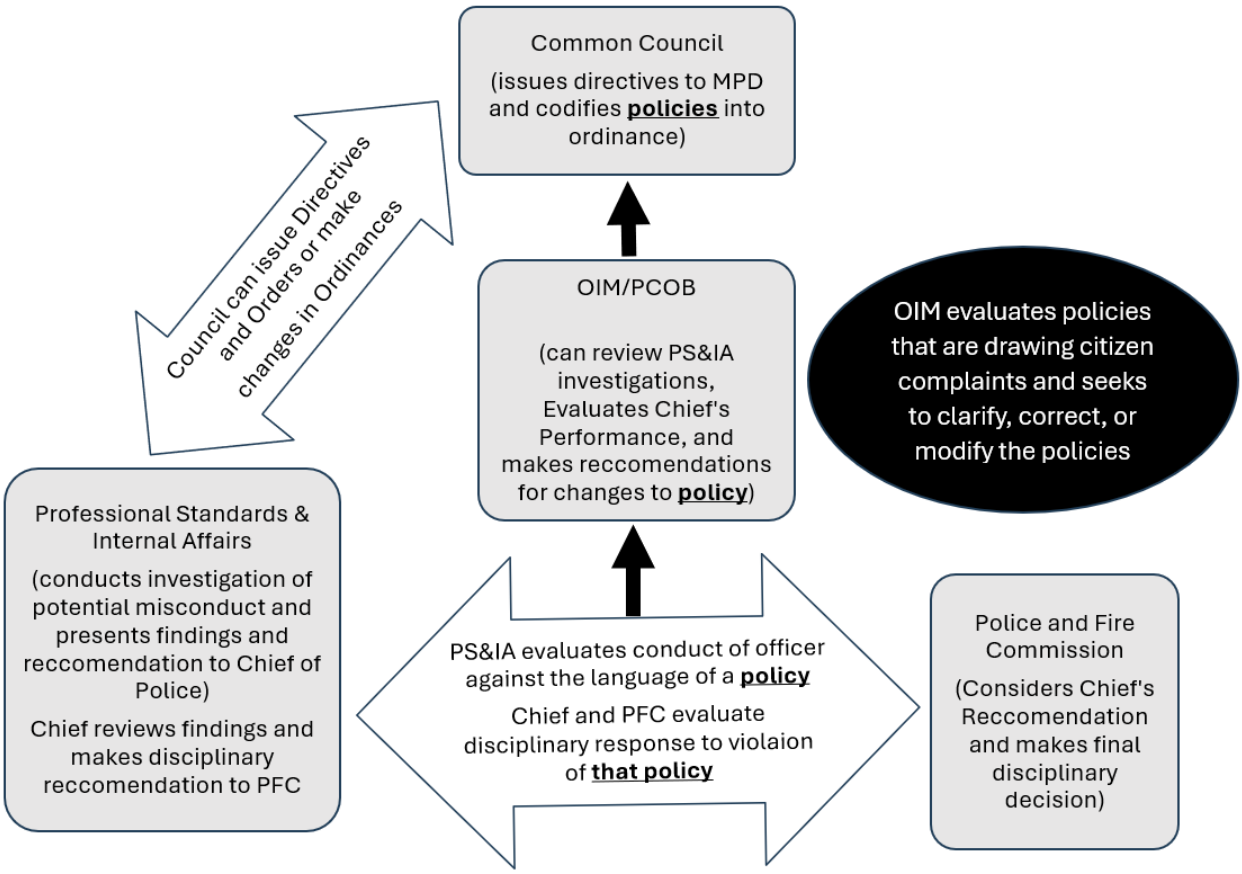
The OIM and PCOB need your voices. If you have witnessed an incident of police misconduct, wish to highlight a positive interaction, have suggestions for policy changes or focuses, or just wish to learn more about how policing policies are developed and implemented, the OIM and the PCOB are listening.

Policy, not Discipline

Neither the OIM nor PCOB maintain any disciplinary authority over MPD staff. The City's Police and Fire Commission maintains that disciplinary authority, which it does not share with PCOB and OIM. Rather, the most notable work product of the OIM and PCOB will be policy recommendations, reviews of MPD policy, and community discussions or OIM investigations into policies. Similarly, there may also be recommendations on MPD training, technology, etc.

In explaining the purpose of such a role, consider the following example: Say you go to a restaurant and you read "sandwich" on the menu and order a "sandwich" from the waiter. Later you are confused to find the waiter bringing you a soup. Now, there can be an investigation into whether the waiter was listening, or whether you misread the item you ordered, or whether the menu itself poorly communicated the nature of the dish. However, if this is a misunderstanding that happens over and over, across different waiters and different confused diners, then we know there is a deeper problem going on. Rather than the error being the fault of just one bad waiter, perhaps the waiters are being trained differently than the diners expect. Perhaps "sandwich" is a term of art that the waiters at this restaurant understand to mean "soup." Whatever the cause, the restaurant needs to find a lasting solution. Firing all the waiters or chastising the diners will not resolve this confusion. Instead, someone should look at the menu a bit closer, talk to the diners and waiters, and determine if there's a problem with the menu, what the diner thinks the menu says, or what the waiter thinks a "sandwich" is.

This is an example of the role the OIM and PCOB play in policing reform in Madison. Rather than disciplining officers for following their policies as taught or dismissing complaints as unfounded without curiosity as to where the misunderstanding is, the OIM seeks to facilitate these difficult discussions. The father of the Quality Management Movement, Dr. Edward Deming, once noted that 94 percent of problems in work settings belong to the system and thus lie beyond the power of individual employees. The purpose of the OIM is to investigate what the Police department provides, what the public expects, and how to resolve both in a way that is sustainable and just.



Discipline Matrix

A discipline matrix is a tool used to standardize disciplinary actions for police officers based on the severity of their misconduct. It outlines a range of potential consequences for various types of infractions, ensuring that discipline is applied consistently and fairly across the department. The matrix typically includes categories of offenses, such as excessive use of force or ethical violations, and corresponding disciplinary actions, such as reprimands, suspensions, or termination.

The discipline matrix is applied by matching the specific misconduct to the appropriate category and then assigning the corresponding disciplinary action. The matrix helps to eliminate bias and subjectivity in the disciplinary process, promoting accountability and fairness. Reasons for using a discipline matrix include ensuring transparency in disciplinary decisions to both the

public and MPD staff, providing clear expectations of officers and accountability for their actions, and maintaining public trust in law enforcement and the internal oversight process.

On occasion, OIM investigations may produce findings, given new evidence or analyses, that inform disciplinary decisions by others (e.g. the Chief of Police or the Police & Fire Commission). And in appropriate cases, the Monitor has the power to make referrals to the Police and Fire Commission and, for complaints that the Monitor concludes have arguable merit, may appoint counsel for aggrieved individuals appearing before the Police and Fire Commission. However, to the extent that the work of the OIM will overlap with discipline, it will often be in the context of comparing the level of discipline imposed for the severity of the misconduct. It is worth stressing here again that the role of the OIM is not to impose discipline on MPD staff but rather to facilitate changes in MPD policy to better serve the Madison community. That said, part of the OIM's role is to determine the adequacy of imposed discipline and corrective action plans. Thus, MPD's discipline matrix is a critical tool in evaluating the consistency and severity of MPD's disciplinary decisions.

The scope of the OIM's analysis of discipline imposed on officers is not limited to this matrix. Rather, the matrices of other jurisdictions and those jurisdictions' varying standard operating procedures can serve as a comparison of Madison but not necessarily a standard. Evaluation of the discipline matrix itself can be done by the PCOB if it so chooses. To stay consistent in its measuring of MPD however, the OIM will rely on the current MPD discipline matrix, contained in Appendix #2, to evaluate the consistency and fairness of the Chief's disciplinary decisions. The OIM aims to identify outliers and areas for improvement or clarification within the Matrix and its application.

II. A Summary of the OIM in 2023 and 2024

The Office of the Independent Monitor (OIM) was established in 2023, overcoming significant challenges during its formation. As Wisconsin's first civilian oversight mechanism of its kind, these challenges were anticipated. This summary will highlight the Office's efforts to

address and overcome these obstacles, showcasing the lessons learned and the solutions implemented. This summary will be a retrospective account of Madison's first Independent Police Monitor, hired December 2022, providing insight into the work they have done.

Within my first weeks, I welcomed several new Police Civilian Oversight Board (PCOB) members with a change in Board leadership. Within my first month, I spent time familiarizing myself with the Board, the City, and community members who had previous engagement with the PCOB, as well as the Madison Police Department (MPD). This led to MPD initiating the negotiation of a Memorandum of Understanding between the Office and MPD. A year later, an agreement was crafted, with most of the negotiations occurring in the third and fourth quarter of 2023.

Training would be essential for success. As I was getting started in this role alongside new PCOB members, I spent the first quarter of 2023 curating trainings through the National Association of Civilian Oversight of Law Enforcement (NACOLE) and Chicago Office of Police Academy (COPA) for the OIM and PCOB members to attend, resulting in an increase of PCOB regular and subcommittee meetings. These curated trainings were designed to deepen the understanding of civilian oversight and navigating the City. During this time, in collaboration with the PCOB, I expanded and created new subcommittees: Policy and Procedure subcommittee, Community Engagement subcommittee, and Complaint Process subcommittee. These newly formed subcommittees would give the OIM and PCOB a convenient way for the Board to meet and tackle specific projects while the Office was getting set up. However, I did not expect how frequently the subcommittees would need to meet, nor the extent to which this would impact the formation of the OIM.

On average, at least one meeting of either the Board or its subcommittees was scheduled each week throughout 2023. At this time, as the sole full-time executive staff of the PCOB, I was presented a real challenge in time-management and providing projections of project completions. Recognizing the need for full time support, I sought to hire the office's first Office Manager. Unfortunately, the initial hire, beginning their employment in the third quarter of 2023, was unsuccessful and the position remained vacant. In response to this setback, I

thoroughly reviewed the Ad Hoc Committee's recommendations to define the OIM's strategic focus and laid the groundwork for moving forward to fully staffing the office.

In the first half of 2023, I worked with the Complaint Process subcommittee and presented complaint process materials from civilian oversight agencies in other states as well as NACOLE public materials (See Appendix #7). We finalized our first attempt of an intake process and form. During the review of this first attempt of the intake process, we found that more work was needed, and therefore it was premature to distribute the intake form without further development of the process. The updating of the complaint process was put on hold until the summer, once the Office could hire an Office Manager. Although the OIM was almost fully staffed in Q3 2023, due to a lack of quorum of the Complaint Process subcommittee, I turned to the community directly for input on the complaint process. Community listening sessions on the complaint process were scheduled and held in the last quarter of 2023. Unfortunately, at that time, the first Office Manager's employment was terminated. This further delayed the completion and practical application of a complaint process like the one in place today.

In 2024, the OIM achieved a significant amount of success despite several challenges. One early notable achievement was the successful the signing of the Memorandum of Understanding between MPD and the OIM (See Appendix #3). Police records often contain sensitive or legally protected information, which is not disclosable to other government agencies by law. As a result, the negotiation process was lengthy and complex, requiring close collaboration between the OIM, MPD, and invaluable support from the City's Attorney's Office.

In Q1 2024, in collaboration with the PCOB, a calendar for the Board and Office was established and the Data Analyst position was posted, as well as the recently vacant Office Manager position. Unexpectedly, my health declined, halting the OIM's operational abilities. My effectiveness as a public employee was critically impacted and the situation required an extended medical leave. My leave began in March 2024, and I returned in June. Upon return, I recognized that my absence left the OIM and, to some extent, the PCOB almost entirely without support or assistance. Upon returning in June, I set my focus on fully staffing the OIM, supporting the PCOB recruitment effort to fill its open seats, reopening the complaint process

project, completing the investigation process, and forming a Continuation of Operations Plan (COOP) for the OIM. The COOP was presented to the Policy and Procedure Subcommittee for comment and adopted by the OIM immediately.

Next, Chioma Njoku was hired as the OIM's Office Manager and became an invaluable addition to the Office. Through her efforts, the OIM has reconnected with the community-based organizations, and began receiving applications of nominees to fill the board vacancies. These sustained efforts of the Office Manager resulted in the fully filled and mostly new PCOB that first met in December 2024 and January 2025. After concluding the search for an Office Manager with the hire of Chioma, I turned to hiring the Data Analyst 2 position. After interviews for the position concluded, I received notification that the funding for the position was expected to be cut in 2025 and thus I could not make an offer of full-time employment to the candidates. After an immense and inspiring amount of outpouring of community support and the work of Alders Rummel and Madison, funding was partially restored to the OIM, lowering the Data Analyst position from a 1.0 FTE (i.e. 38.75 hours a week) to a 0.6 FTE (i.e. 23.25 hours a week). In the last weeks of December 2024, Greg Gelembiuk was hired to fill this position and facilitated a collaboration with University of California Los Angeles. After finishing the work needed for the complaint intake process in Q3 2024, the intake form was published to the OIM website at the end of October. The investigative process was tentatively finalized but future edits were made to the complaint prioritization algorithm in December with Greg's assistance.

The PCOB, OIM, and I are committed to ensuring that this oversight mechanism, the first of its kind in the state, lives up to its high expectations. The work that has been done has no ego attached to it and is presented to the Madison community for its satisfaction. OIM seeks to be collaborative with the community and is open to constructive feedback. We are an extremely small office, but we have big goals, and our work is made more effective the closer we are to the community. I encourage the public to attend Community Listening Sessions hosted by the OIM, in person and virtual, to share their thoughts with us and help us better understand the community's needs.

With my official summary complete, I would like to share my personal thoughts with the community. As this year begins, many of our neighbors live in a state of uncertainty. Regardless what the Trump administration's official goals or plans are, before taking power it manufactured[1] hateful narratives about immigrants.[2] Supporters waved signs reading "Mass Deportation Now!" and the administration promised "the largest deportation operation in the history of our country."[3] Already, there are horrifying stories of arrests made through plain clothes Immigration and Customs Enforcement (ICE) agents and unmarked vans,[4] families being separated and detained,[5] and the emboldening of white supremacists.[6] There are stories of ICE agents hiding in grocery store parking lots and near after-school facilities, putting families in fear of leaving their homes.[7] Worse still, a growing national controversy has emerged concerning ICE agents hiding their identities and faces. To be clear, this practice of law enforcement officers hiding their identities puts everyone in danger, the public as well as officers. Cases of people impersonating ICE and committing crimes jeopardize the public's trust in individuals at their door claiming to be law enforcement.[8] The lack of identification results in a lack of accountability and legitimacy in the law enforcement agency itself. To maintain effectiveness

[1] Madeline Halpert . "Vance doubles down on false 'pet-eating' claims." BBC. https://www.bbc.com/news/articles/cgj447j5711o

[2] Jordan Liles. Trump Baselessly Claimed Migrants Had 'Massive Machine Gun-Type Equipment' in Aurora, Colorado. Snopes. https://www.snopes.com/news/2024/09/25/trump-aurora-massive-machine-gun/

[3] Joel Rose, Sergio Martínez-Beltrán. Trump touts historic deportation plans, but his own record reveals big obstacles. https://www.npr.org/2024/08/14/nx-s1-5037992/trump-immigrants-border-mass-deportation-presidential-race-migrants

[4] Alexandra Villarreal. 'Baby jails' and first steps behind bars: Trump's immigration agenda embraces family detention again. The Guardian. https://www.theguardian.com/us-news/2025/mar/12/trump-immigration-family-detention-children

[5] Eddie Dowd. 'They pulled up in unmarked vans.' Kapahulu neighborhood rattled after ICE agents arrest neighbor. Hawaii News Now. https://www.hawaiinewsnow.com/2025/01/28/concern-grows-immigration-crackdown-begins-hawaii/

[6] Stephen Starr. US white supremacist groups emboldened with 'ethnic and racial hatred' as Trump stokes immigration fears. The Guardian. https://www.theguardian.com/us-news/2025/feb/22/white-supremacist-groups-emboldened-trump-immigration

[7] Nikki Marin Baena. ICE Watch Programs Can Protect Immigrants in Your Neighborhood — Here's What to Know. January 22, 2025. https://www.teenvogue.com/story/ice-watch-programs-immigrants-how-to-start

[8] Artemis Moshtaghian, Gloria Pazmino, and Nick Valencia. Multiple ICE impersonation arrests made during nationwide immigration crackdown. CNN https://www.cnn.com/2025/02/04/us/ice-impersonators-on-the-rise-arrests-made-as-authorities-issue-national-warning

and public trust, officers should not hide their identities as this blurs the line between legitimate law enforcement actions and illegal scams run by people impersonating law enforcement.[9]

Regardless of whether you agree or disagree with the administration's policies and actions, I want to leave space here for the pain and fear being felt here in our community and I want to personally encourage stronger community cohesion and the formation of mutual aid networks. To stand in solidarity is to be willing to undertake radical acts of empathy. We, as a community, should support our noncitizen neighbors, students, friends, and loved ones.[10] As anyone familiar with Martin Niemöller's 1946 poem "First They Came" already knows, we ignore our neighbors' suffering at our own peril. This all sounds daunting, but the work starts small. It begins with learning your neighbor's name, taking the time to learn about their needs, and showing the courage to share your own.

Together, we are more resilient than we are alone. I have been immensely impressed with the approachability, transparency, and thoughtfulness of MPD's current leadership, led by Acting Chief John Patterson. If you take nothing else away from this report, please know that MPD is sitting at the table right now and the community has a seat. We can build our own safety. Despite the national uncertainty and fear, we can be a beacon of local government progress, communal safety, and mutual trust. A better world is always possible and, here in our little corner of it, I am excited to play my part.

III. MPD's Compliance with the Recommendations of the MPD Policy and Procedure Review Ad Hoc Committee and OIR

As stated earlier, the OIM has only recently been fully staffed and now aims to assist MPD in complying with the recommendations of the Ad Hoc Committee and the OIR Report. Up

[9] Lisa Desjardins, Andrew Corkery. Rise of ICE agents wearing masks creates opportunity for imposters to conduct crimes. July 27, 2025. PBS News. https://www.pbs.org/newshour/show/rise-of-ice-agents-wearing-masks-creates-opportunity-for-imposters-to-conduct-crimes

[10] James Stout. A Brief History of Anti-Fascism. https://www.smithsonianmag.com/history/brief-history-anti-fascism-180975152/ Smithsonian Magazine.

to this point, MPD's compliance was self-reported. Notably, MPD presented its 2023-2028 Strategic Plan to the PCOB Policy and Procedure Subcommittee in 2023 and 2024. The purpose of the report is to lay out the various actions MPD plans to take to comply with the recommendations. Although the PCOB's Policy and Procedure Subcommittee was the initial subcommittee to receive the Strategic Plan, it is expected that further analysis of the Strategic Plan will occur in the PCOB Reporting and Analysis Subcommittee.

MPD's compliance with Ad Hoc Committee recommendations will be assessed using a list of all the Ad Hoc Committee recommendations, with a key focus on the action steps MPD has taken or is taking in its strategic planning to adopt those recommendations, as well as an assignment of an implementation score to each recommendation. In evaluating MPD's efforts to comply with the recommendations, the score issued will be reflective of a combination of the consistency of a recommendations practice or implementation, adjusted or contextualized by articulable reasons for non-compliance. For example, noncompliance with mere technicalities or a temporary or isolated failure to comply with a recommendation that is otherwise consistently followed will not be deemed to be a "complete noncompliance." And likewise, instances of occasional compliance among a pattern of general noncompliance will not be deemed "complete compliance."

The OIM seeks to establish a readily accessible rubric to communicate MPD's compliance quickly and effectively. However, neither a wide spectrum of points (e.g. "2 out of 5 compliance points") nor a binary determination (e.g. "complies" vs "does not comply") will suffice. To offer a complete picture each year of MPD's compliance, the OIM will utilize a four-choice model. For each recommendation, MPD will be scored in one of the following ways:

- "Regularly compliant / Practice fully implemented,"
- "Regularly working towards compliance / Practice actively being implemented,"
- "Irregularly working towards compliance / Practice is inconsistent."
- "Not working towards compliance / Practice is not established"

Additional context and input from MPD concerning these evaluations will be gathered and included in the appendix of the OIM Annual Report or otherwise included in the explanation of the reasoning behind the assigned score. The aim of this Office is not simply to chastise MPD leadership into complying with recommendations. Rather this Office seeks to assist MPD and PCOB in collaboratively forming effective and sustainable policies that comply with the recommendations. Therefore, context will be provided with each score as to why the score was assigned and suggestions OIM has for assisting MPD's compliance. MPD and OIM are unified in this goal and seek to work collaboratively to ensure MPD's compliance with the recommendations and to evaluate and adjust MPD policies to facilitate regular compliance and improvement.

IV. OIM Procedures and Policies

OIM Complaint Process

The OIM's complaint process begins with the receipt of a completed intake form submitted by anyone (the public, MPD staff, etc.) that communicates a complaint about MPD. The OIM receives these intake forms through its webpage, email, in-person visits, or mail. Once a complaint is received, it is logged into a historical workbook of complaints received by the Office and assigned a unique case number. An algorithm factoring the category, severity, urgency, and age of a complaint assigns its place in a queue. The Independent Monitor reviews the complaints as they arrive at the top of this queue. It will be standard practice for the Monitor to contact the person who submitted the complaint, unless instructed not to within the intake form itself. The purpose of this communication is to provide a preliminary assessment of the complaint to ensure the complainant is fully understood. The purpose and scope of the OIM and PCOB will be explained to the complainant and methods for pursuing administrative remedies will be provided.

At times, a complaint may lead to an independent investigation of the OIM into an area of data-based analysis. At other times, a complaint may lead to an independent audit of MPD's

investigations, including those of the Professional Standards & Internal Affairs (PS&IA). The best method for pursuing positive change in policy and accountability will be decided by the Monitor and complainant at this initial meeting. A statement may be taken and recorded at this meeting, but it is highly likely that an additional statement may be needed later in the investigation.

In an audit of MPD's investigations and conduct, the Monitor will gather relevant evidence. This evidence will be obtained from MPD's Records Custodian in accordance with the protections and procedures detailed in the Memorandum of Understanding Between the OIM and MPD. Additionally, where necessary and in ways intended to minimize revictimization, the Monitor may conduct their own interviews of witnesses and MPD staff. The Monitor will compile a report with their findings and recommendations. It will be extremely likely that these reports will contain information that would not be permissible to release under Wisconsin state law, such as information on minors. Therefore, when the report is completed, a partially redacted version of the report will be prepared by the Monitor for public publishing, in coordination with those with a legally defined privacy interest in the case. Examples of such information that would need to be redacted will be most present in sections of reports describing medical, personally identifiable, and otherwise sensitive information. The unredacted version will remain in the custody of the OIM unless it is lawfully requested via subpoena with potential privacy conditions requested of the court. The findings are reviewed by PCOB leadership and may be brought to the attention of one of the PCOB's subcommittees or to the next meeting of the full Board. Following this review by the PCOB, the complainant will be invited to attend a closed session of the PCOB to provide feedback on their experience with the OIM and where improvements can be made.

It is important to again stress here that the purpose of such a review is not to impose discipline but to identify specific problems and provide specific recommendations. The purpose of this Office and Board is to facilitate the transparent exchange of information, data, problems, and solutions between MPD and the community.

Stories of Good Policing in Shaping Policy Reform

Stories of good policing are beneficial both in providing examples to other officers and in monitoring the success of existing MPD initiatives, policies, and procedures. This process anticipates that some incidents may involve simultaneous examples of good and bad policing. To ensure that successes are not overlooked in analyzing failures, such examples of good policing will be tracked separately and noted by unique indicators (see "Complaint Tracking Number and Categorization").

Positive interactions between the public and their police department can serve as powerful catalysts for policing policy reform. Stories of commendable conduct by officers can highlight effective practices that foster trust and cooperation within the community. When these positive experiences are shared, they can provide valuable insights into the benefits of certain approaches, such as community policing initiatives, de-escalation techniques, and respectful engagement. By documenting and analyzing these stories, the OIM can identify successful strategies that merit wider implementation.

Furthermore, these narratives can inform recommendations for policy changes by demonstrating effective public safety and community relations. Integrating public commendations into policy discussions helps create a more balanced and comprehensive view of policing, emphasizing the significance of empathy, respect, and collaboration in law enforcement.

Legal Requirements for Disclosure of Complaints to MPD

Madison ordinance specifies that "The Monitor, MPD, and Chief of Police shall provide each other with notice of complaints, investigations, appeals, and findings involving MPD and MPD police officers as soon as possible, including with such information and cooperation as is appropriate and necessary for the receiving party to take meaningful action or conduct a meaningful review of the matter.[11]

[11] MGO § 5.19(10)(b)

Intake Procedure and Policies

In the PCOB's discussions over the OIM's Complaint Process, two subjects arose consistently: the accessibility of the process to the public and the possibility of an anonymous complaint. This intake process aims to address both concerns to the best extent possible.

Submitting a Complaint

The public may submit a complaint in one of two ways:

In-Person Intake

The Office of the Independent Monitor is located on the fifth floor of the City Council Building, next to the Common Council and Department of Public Health Offices. Members of the public may come to the Office during business hours to submit a complaint. To ensure the complaint is understood and to establish a reliable foundation for any potential investigations or audits that may arise, every complaint must be written. Oral complaints cannot be processed or tracked. OIM staff will be available to assist complainants in writing their complaints. Translations of the Complaint Form and in-person translation services can be arranged in collaboration with the Department of Civil Rights. Intake forms are currently available in English, Spanish, and Hmong.

Complainants may be concerned about being seen entering or leaving the Office, especially if they want to maintain their anonymity. To accommodate these complainants, a meeting outside of the Office can be arranged over the phone. It is the Office's position that there is an extreme public interest in members of the public being able to access the services of the OIM without fear of public identification. This position will bear weight in the balancing test detailed within the Wisconsin Public Records laws, in the event of a records request that would identify such callers.

Mailing a completed form to the Office

During business hours, completed complaint forms will be accepted at the front desk of the Office of the Independent Monitor. The form may also be mailed to the Office at 210 Martin Luther King Jr Blvd, Room 501, Madison, WI 53703. Finally, an electronic version of a completed form may be emailed as an attachment to oim@cityofmadison.com. A fillable form is available online on the OIM's homepage. This fillable form is a duplicate of the hardcopy form available at the OIM front desk and can be filled out and emailed to the OIM without needing to print it. Please note that you do not have to include a return address if you are seeking to mail your complaint anonymously.

If you wish to email your complaint anonymously, please note that the email address you send from will be present in a public record. It is the Office's position that there is an extreme public interest in members of the public being able to access the services of the OIM without fear of public identification. This position will bear weight in the balancing test detailed within the Wisconsin Public Records laws, in the event of a records request that would identify such email addresses. However, anonymity will not be assumed! If you are emailing your complaint and wish for your identifying information to be kept anonymous, you must state this in your email.

Need for a Complete Complaint

While all input from the public is beneficial to the Office and its goals, there is a minimum level of information necessary to follow up on a complaint. At the very least, for a complaint to be added to the queue, it needs to have the following: (1) Some relation to the Madison Police Department's policies or staff, (2) a clear description of the issue or incident, (3) relevant details of issue or incident such as dates, times, locations, (4) what the desired resolution is, and (5) information of at least one witness (sworn or otherwise).

Complaints or other input from the public that does not meet these requirements will still be recorded in the Office's system. All information useful for monitoring the public's interactions with law enforcement is welcome. However, without a starting point for an

investigation and without a goal, there is little more the Office can do with an incomplete complaint beyond recording it for statistical purposes.

Initial Screening

An Initial Screening will be conducted by an OIM staff member within 2 business days of receiving a complaint. Complaints received in person will be screened immediately if possible. The purpose of the Initial Screening is to ensure that the complainant has provided enough information for the complaint to be considered "complete," as detailed above.

If a complaint is found to be incomplete in this Initial Screening, then Office staff will attempt to contact the complainant (if possible) to clarify if there is additional relevant information to make the complaint actionable and identifiable. Office staff will explain that an incomplete complaint will not be investigated, what additional information is needed to deem the complaint complete, jurisdictional questions if they arise, and absent any additional clarification, the complainant's input will still be recorded and is appreciated by the Office.

Trauma-informed Service

All OIM staff will provide trauma-informed service in carrying out their duties. Being cognizant of trauma is a high priority of the OIM and is necessary for creating a compassionate and supportive environment for complainants to share their stories. Complainants may have experienced significant trauma, either directly from the incident in question or from other past experiences. By showing empathy and understanding, the Office can make individuals feel heard and respected.

The Office prioritizes, to its best possible ability, ensuring that this complaint process does not exacerbate the distress of the complainant. Procedures, tracking numbers, and databases are necessary for the Office's duties, but the Office's purpose is to facilitate communal healing through transparency and reform. Unique and case-by-case accommodations

and assistance for complainants is to be expected to ensure that the risk of re-traumatization is minimized.

Accommodations and other notes concerning a complainant's potential exposure to trauma will be maintained within the Office's tracking system. There will be several cases being actively investigated at a time. To ensure that the Office can provide trauma-informed service, OIM staff will need to be able to refer to this information before speaking to a potentially traumatized individual. These accommodation and trauma notes are public records, but the Office will consider the strong public interest in not retraumatizing victims and in encouraging complainants' trust and candor with the OIM if such records are requested.

Complaint Tracking Number and Categorization

All complaint forms will be assigned a tracking number, which will be shared with the complainant. Tracking numbers will contain three separate pieces of information. First, the year the complaint was received. Second, a categorization code. Third, the sequential order in which the complaint was received. The categories will appear as a three-digit number, assigned with a specific category. Those categories are: 010 – Use of Force, 020 – Racial Profiling, 030 - Discrimination, 040 – Ethical/Procedural Misconduct, 050 – Discourtesy, 060 – Policy Failure, 070 - Policy Success, 080 – MPD Staff Praise, and 090 – General Public Input.

Naturally, complaints can include details that would fall under multiple categories. This redundancy is expected, and the category assigned in the Initial Screening will be the lowest numbered category that would apply. For example, if an MPD staff member was observed inebriated in uniform and verbally accosted a member of the public, this complaint would be assigned category 040. The same scenario but the MPD staff member is off duty would be assigned category 050. As more categories are created, they will follow this severity scale.

The third part of the tracking number will be a five-digit sequential number for the complaint. This number can be duplicated if more than one category needs to be assigned to a complaint. Revisiting the earlier example of the inebriated off-duty MPD staff member, if the

complainant reports that another MPD staff member was present and effectively de-escalated the situation, then two tracking numbers should be created reflecting both categories but retaining the same sequential number (e.g. 24-050-12345 and 24-080-12345).

Prioritization of case investigations

Among cases for which there has been an intake, investigations are initiated according to a prioritization formula, the basic form of which is:

Priority = Importance * Time_Since_Intake/Urgency_in_Maximum_Days

Importance is a compilation of three factors, each assigned a numerical score – allegation category (e.g., an excessive force allegation is given more importance than a discourtesy allegation), age of case (e.g., an incident from five years ago is assigned less importance than one from a day ago), and public interest, with these three importance factors respectively weighted 2:1:1.

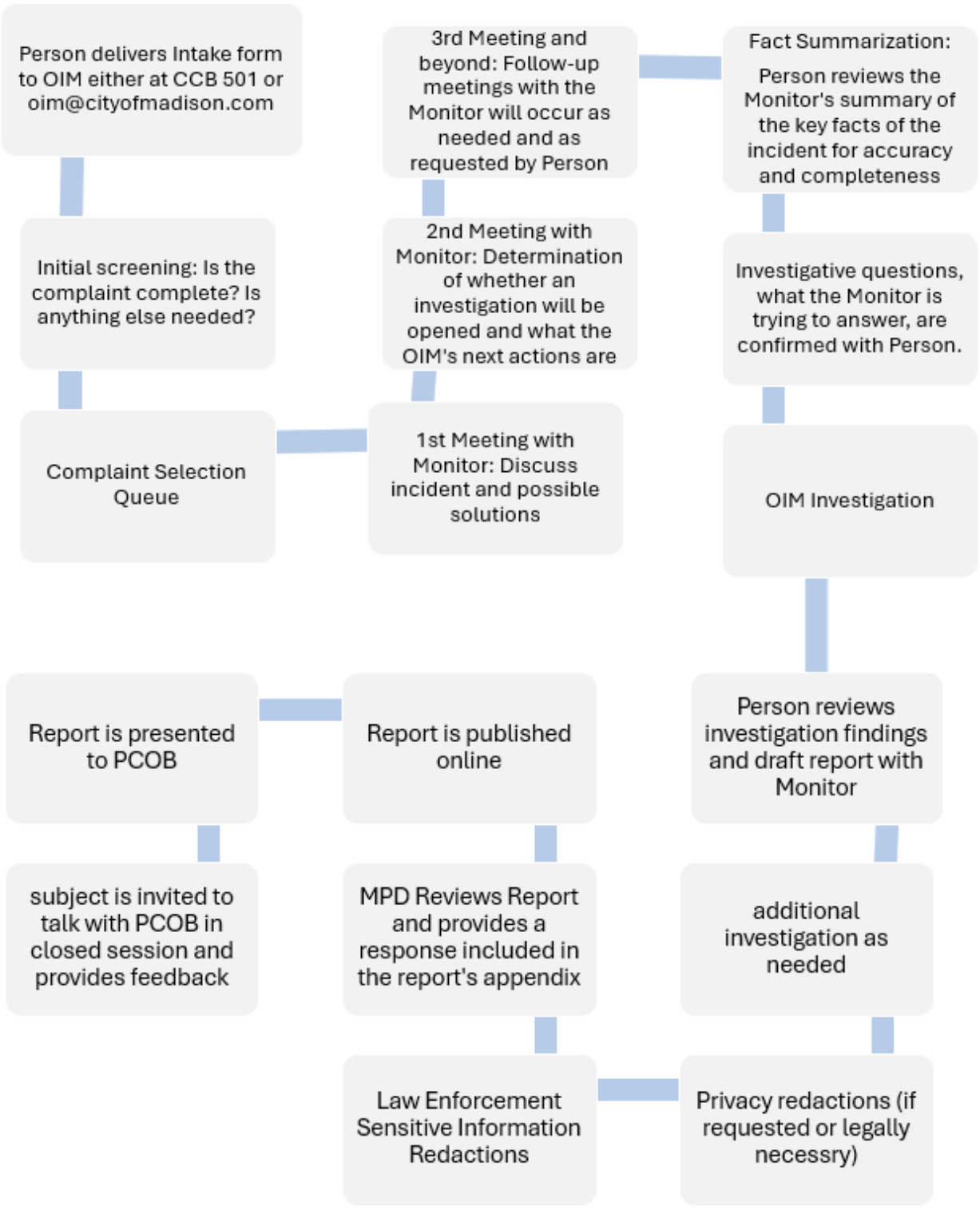
Urgency reflects factors that make investigations more or less urgent and is expressed in the maximum number of days allowed before initiating investigation. For example, some forms of evidence degrade rapidly, necessitating immediate investigation of the case. Evidence perishability and miscellaneous urgency factors (e.g., an imminent legal proceeding) are each given in days, and these are combined in the form -LN(EXP(-A)+EXP(-B)), where a short deadline for either of these factors would result in an overall short deadline.

The maximum number of waiting list days allowed for any case (i.e., one with the lowest possible urgency) is 200. As the time since intake approaches the maximum days permitted for a case, the priority of the case increases, ultimately bringing it to the front of the queue, such that low importance cases do not linger forever uninvestigated. Meanwhile, a case wherein immediate action is needed to preserve evidence would jump to the top of the queue,

leapfrogging cases with higher importance scores. This same basic approach and formula has been applied to manage surgical waiting lists.[12]

[12] Powers, J., McGree, J.M., Grieve, D., Aseervatham, R., Ryan, S. & P. Corry (2023) Managing surgical waiting lists through dynamic priority scoring. Health Care Management Science 26:533–557. https://doi.org/10.1007/s10729-023-09648-1

OIM Complaint Investigation Process



V. Recommendations

"Policy" refers to the set of rules, regulations, and guidelines established by an organization to govern its actions and decisions. In the context of policing, policies are the rules by which officers conduct themselves, interact with the public, and enforce the law. Policing policies can either protect or harm vulnerable populations. For instance, policies that prioritize community engagement and de-escalation techniques can build trust. The OIM and PCOB seek to ensure that Madison's policing policies enhance accountability, increase transparency, improve community relations, and counteract systemic biases present in policing.

The Recommendations section of the OIM's Annual Report includes suggestions and recommendations for improving police policies and practices to ensure they are fair, just, and equitable. Further, these recommendations would seek to assist MPD in meeting its own high standards of conduct and improvement. These recommendations will be based on the findings from the OIM's intake reviews and investigations, data-based analysis, and input from the community and the PCOB. A primary focus of the OIM currently lies with the recommendations detailed in the Ad Hoc Committee Report. The OIM and PCOB will seek to coordinate with each other, MPD, other agencies as needed, and, most importantly, with the community in crafting their final recommendations to MPD, the Common Council, and the Mayor. The OIM reserves the right to submit its own recommendations independently to MPD, the Common Council, and the Mayor, as such recommendations may arise from individual complaints investigated by the OIM or from data-driven investigations conducted by the OIM. However, the vision of the OIM is to facilitate a publicly accessible and collaborative means to turn these recommendations into actionable policy for MPD, the Common Council, and the Mayor to enact.

Generating Policy Recommendations

The system for generating policy recommendations by the Police Civilian Oversight Board and the Office of the Independent Monitor is designed to ensure that the city's policing policies are fair, just, and equitable. This system involves a series of steps and interactions between the PCOB, its subcommittees, and the OIM to create, review, and approve finalized

policy recommendations. What follows is an explanation of how finalized policy recommendations will be developed by the OIM and the PCOB. At the end of this report, the OIM has presented several recommendations. The PCOB may wish to discuss these in 2025.

The OIM holds the independent authority to issue recommendations based on the results of its investigations and reviews. These recommendations are often expected to be in response to individual incidents, addressing individual issues within the broader scope of policing in Madison. This focused approach ensures that the OIM's recommendations are data-driven and evidence-based.

The PCOB also has the authority to provide policy recommendations. The PCOB aims to facilitate public conversations regarding these recommendations through its subcommittee meetings. The PCOB's structure includes several subcommittees, each with specific roles in the policy recommendation process.

PCOB Policy and Procedure Subcommittee

This subcommittee is responsible for crafting and analyzing internal policies impacting the PCOB and OIM themselves. In the course of these duties, the subcommittee may discuss, draft, and share a potential policy recommendation with the Executive Subcommittee and, when possible, the Reporting and Analysis Subcommittee.

PCOB Reporting and Analysis Subcommittee

The Reporting and Analysis Subcommittee is responsible for generating PCOB reports and reviewing reports coming from outside the PCOB and OIM. Like the Policy and Procedure Subcommittee, in the course of these duties, the subcommittee may discuss, draft, and share a potential policy recommendation with the Executive Subcommittee and, when possible, the Policy and Procedure Subcommittee. Through collaboration between these subcommittees to review and refine the proposed policy recommendations, the PCOB can ensure that its

recommendations are comprehensive, well-considered, and have had the opportunity for public input, before the recommendation is presented to the broader PCOB.

PCOB Community Engagement Subcommittee

As the draft policy recommendations are discussed in the Policy & Procedure and Reporting & Analysis subcommittees, the Community Engagement Subcommittee works with the OIM to ensure that effective messaging is communicated to the Madison public. Messaging is deemed "effective" if it results in the PCOB and OIM receiving feedback and public input into discussions of Madison's policing policy. The goal is to invite community input on the recommendations, fostering transparency and inclusivity in the policy-making process. The OIM and the PCOB Community Engagement Subcommittee will make concerted efforts to communicate the topic of proposed recommendations to the public, inviting feedback and suggestions. This input is valuable in refining the recommendations of the PCOB to ensure they address community needs and concerns.

Support from the OIM

As the executive staff of the PCOB, the OIM supports the Board in creating policy recommendations. This includes providing logistical and administrative assistance, as well as facilitating communication between the subcommittees. The OIM also ensures that the recommendations are based on the findings from its investigations, data-based analysis, and community input.

Approval Process

Once the draft PCOB recommendations have been reviewed and refined in the Board's subcommittees, they will be brought to a meeting of the full PCOB for approval to be submitted to MPD, the Common Council, and the Mayor. This step ensures that the PCOB's

recommendations have been thoroughly vetted by the Board and opportunities have been available to receive and synthesize input from all relevant stakeholders, including the public.

The system for generating policy recommendations by the PCOB and the OIM is a collaborative and inclusive process aimed at enhancing the accountability, transparency, and effectiveness of policing policies in Madison. By involving various subcommittees, the OIM, and the community, the system ensures that the recommendations are well-informed, comprehensive, and responsive to the needs of the community

Federal Immigration Policing and Madison

The OIM encourages everyone to familiarize themselves and others with their legal rights. Please follow this link to a summary prepared by the American Civil Liberties Union:

https://www.aclu.org/know-your-rights/derechos-de-los-inmigrantes

https://www.aclu.org/know-your-rights/immigrants-rights

Madison's Police Department recognizes what is happening and is prioritizing serving its community. As stated in its "Enforcement of Immigration Laws" Standard Operating Procedure, "MPD will not undertake any immigration-related investigation unless said operation involves an individual who has committed serious crimes directly related to public safety." Whereas the Laken Riley Act would see a child facing deportation for shoplifting, the MPD policy is to only cooperate with a lawful request of ICE in the following limited circumstances:

1. The individual is engaged in or is suspected of terrorism or espionage; or
2. The individual is reasonably suspected of participating in a criminal street gang; or
3. The individual is arrested for any violent felony; or
4. The individual is a previously deported felon, under circumstances for which there is an independent basis for officers to detain or arrest the individual.

Your citizenship or immigration status is not a determining factor in whether MPD officers are available to assist you. MPD's policy states its officers will not routinely question

people on their immigration status and will not ask any individual to produce a passport, Green Card, or other immigration documentation in the normal course of business. These documents can be used to identify oneself but showing them to MPD is voluntary. MPD has promised to not to enter into new agreements with ICE that are not consistent with its existing mission, vision, and policies. "Section 287(g) agreements under 8 U.S.C. § 1357 are voluntary agreements which require local consent. MPD will refrain from entering into Section 287(g) agreements as they are not consistent with furthering MPD's policing philosophy."[13]

MPD also pledges to maintain this promise to the community through section 8 of its Code of Conduct: "MPD will not self-initiate contact, detain, arrest, or investigate any person(s) solely for a suspected violation of immigration status laws . . . MPD will not participate in coordinated operations or raids where the chief objective is to arrest individuals who are suspected to be in violation of immigration laws."[14]

Recommendation: Officers should remain cognizant of the fact that undocumented individuals, immigrants on advance parole who leave and re-enter the United States while they have a pending application for an immigration benefit, DACA recipients, and asylees are subject to mandatory detention and deportation by ICE following an arrest or charge for shoplifting, burglary, theft, or larceny, or admission of having committed the essential elements of one of these acts. Officers should consider the potential suitability of an alternative resolution, rather than arrest, for individuals who may be in this circumstance, and should consider the potential detrimental implications of statements recorded in case reports.

The Laken Riley Act was the first bill signed into law by the second Trump administration. It mandates indefinite detention until deportation for anyone who "is inadmissible under paragraph (6)(A), (6)(C), or (7) of section 212(a)" of the Immigration and Nationality Act, and

[13] City of Madison Police Department Standard Operating Procedure: Enforcement of Immigration Laws. Effective date January 31, 2023. https://www.cityofmadison.com/police/documents/sop/EnforcementofImmigrationLaws.pdf

[14] Madison Police Department Code of Conduct. Section 8. Enforcement of Immigration Laws. Last revised June 27, 2022. https://www.cityofmadison.com/police/documents/codeconduct.pdf

who is "charged with, is arrested for, is convicted of, admits having committed, or admits committing acts which constitute the essential elements of any burglary, theft, larceny, or shoplifting" offense. An individual does not need to be convicted or plead guilty for the indefinite detention to be applied, merely an arrest or charge is sufficient. This means that even if a charge is not proved through due process, the Act can still trigger an indefinite detention until deportation.

Moreover, the Laken Riley Act applies not only to undocumented individuals, but also to anyone who has entered the country without inspection. According to the Board of Immigration Appeals, this includes, for example, people who have been granted asylum.[15] It is also worth noting what information would be accessible to ICE already. For example, Dane County jail resident details, including charges, are publicly available on the internet, police incident reports can be obtained through open records requests or federal subpoena, and police charging recommendations may be reflected in the publicly visible information found through Wisconsin Circuit Court Access (CCAP).

Subjecting Madison residents to the treatment specified in the Laken Riley Act should be avoided at all costs. Although some have used immigration policy as a political rallying cry, Madison should not dismiss the horrifying effects of this Administration's lack of respect for Due Process. An accusation of minor theft, recorded and processed through the proper procedure by MPD staff, should not subject a Madison resident to indefinite detention and deportation. This recent federal policy may cause Madison residents to fear being forthright with MPD officers, which can have a severe negative impact on MPD's ability to solve crimes.

Officers should remain cognizant of the dangers this federal policy exposes Madison's noncitizen residents to. Under the Trump administration's policies, these people can be subject

[15] Isaacson, D. The Proposed Laken Riley Act Is Even Worse Than It Seems. April 9, 2024. https://www.lexisnexis.com/community/insights/legal/immigration/b/insidenews/posts/the-proposed-laken-riley-act-is-even-worse-than-it-seems

to mandatory indefinite detention in Guantanamo Bay[16] and deportation by Immigration and Customs Enforcement (ICE) following an arrest for non-violent crimes such as various forms of theft. Additionally, a confession by a noncitizen satisfying the essential elements of one of those acts of theft can trigger the same effect. In a landmark case fifteen years ago, the Supreme Court of the United States recognized the need for noncitizen defendants to be aware of the potential immigration consequences they face in criminal court. *Padilla v. Kentucky*, 559 U.S. 356 (2010). Likewise, MPD officers should be aware of these potential consequences and how their official actions can impact our noncitizen neighbors. Officers should consider what other potential alternative resolutions, rather than arrest, may be available, particularly for people in this position. The OIM strongly recommends that MPD review and modify its procedures and training to minimize the potential impact of the Laken Riley Act on Madison's residents.

Other Policy Recommendations

Situational Decision-Making (Sit-D) training

Recommendation: Implement Situational Decision-Making (Sit-D) training for all MPD officers. Following the initial training, officers should receive annual refresher trainings.

This recommendation emerged from the review of resident complaints regarding MPD officers.[17] [18] In reviewing complaints, it became clear that adverse outcomes might often be the result of particular "cognitive distortions," also called "thinking traps," experienced by officers in ambiguous, stressful situations. In seeking an approach to mitigate this issue, OIM discovered Sit-D training.

An officer's decision-making while handling the complex and nuanced situations can drastically impact the outcome of a law enforcement encounter. The OIM recommends Sit-D

[16] Mason, J., Ali, I., Hesson, T. Trump to prepare facility at Guantanamo for 30,000 migrants. Reuters. https://www.reuters.com/world/us/trump-says-he-will-instruct-homeland-security-pentagon-prepare-migrant-facility-2025-01-29/
[17] Banting, R. Dec 6, 2024. Arrest at Willaby's Cafe prompts questions, social media backlash. Madison 365. https://madison365.com/arrest-at-willabys-cafe-prompts-questions-social-media-backlash/
[18] E.g. 2022PSIA-0138, 2022PSIA-0150, 2024PSIA-0035, 2024PSIA-0048

training be provided to MPD officers to improve such outcomes. This is a behavioral science-informed police training program, designed and implemented by the University of Chicago Crime Lab, which helps improve officer decision-making when handling complex and ambiguous high-stress situations. A large rigorous randomized controlled trial of Sit-D training provided strong evidence of multiple benefits:

> [T]he cognitive demands inherent in policing can undermine officer decision-making. Unless officers are prepared for these demands, they may jump to conclusions too quickly without fully considering alternative ways of seeing a situation. This can lead to adverse policing outcomes. To test this perspective, we created a training program that teaches officers to more deliberately consider different ways of interpreting the situations they encounter. We evaluated this training using a randomized controlled trial with 2,070 officers from the Chicago Police Department. In a series of lab assessments, we find that treated officers were significantly more likely to consider a wider range of evidence and develop more explanations for subjects' actions. Critically, we also find that trained officers performed differently in the field: They used force less often, made fewer discretionary arrests, and were less likely to arrest black civilians, while their overall activity levels remained unchanged. Moreover, trained officers were less likely to be injured on duty.[19]

The magnitude of the observed beneficial effects was substantial:

> Sit-D trained officers were 23% less likely to use force. The training also led to a 23% reduction in discretionary arrests, a category that includes charges such as disorderly conduct and obstructing an officer – minor offenses that can be viewed as unnecessary and arbitrary, while holding little public safety value… Sit-D reduced overall arrests of Black individuals by 11%. In other words, teaching officers to recognize and avoid cognitive biases has the potential to reduce racial disparities in policing…. Sit-D also led to a 49% reduction in days off officers took due to injuries. In fact, the cost savings from this reduction in injuries alone more than offsets the cost of the training... Officers who completed the training reported

[19] Dube, O., S.J. MacArthur, & A.K. Shah. (2025) A Cognitive View of Policing. The Quarterly Journal of Economics. 140: 745–791. https://doi.org/10.1093/qje/qjae039

> greater confidence and demonstrated changes in how they regulate emotions and the strategies they use to cope with stress.[20]

Sit-D is delivered in sessions over a period of several months to increase officers' retention of the material, using a mix of lectures, discussions, and simulator exercises. In part, "officers learn about various 'cognitive biases' or 'thinking traps,' which are mental shortcuts that might constrain their perspective on a situation", including "catastrophizing (assuming the worst possible outcome will occur), minimizing (downplaying potential risks), personalization (assuming others' actions are meant to antagonize oneself), confirmation trap (focusing on information that supports one's assumptions), overgeneralization (basing interpretations too heavily on salient past experiences), all-or-none thinking (thinking in absolutes and ignoring nuances), and anchoring (failing to update one's impression as the situation changes)."[21]

In the Chicago Police Department randomized controlled trial, examination of data from up to a year after the training ended suggested that effects slowly diminish over time. The University of Chicago Crime Lab thus recommends regular refresher trainings to reinforce the effects over time.

Sit-D training can be viewed as complementary to the Police Executive Research Forum's Integrated Communications, Assessment, and Tactics (ICAT) de-escalation training, which MPD has already implemented in accordance with the recommendations of the MPD Policy & Procedure Review Ad Hoc Committee. Other law enforcement departments are moving toward implementing both. For example, Ohio's Blue Ribbon Task Force, charged with developing updated Ohio police officer training, recommended that "the references relied upon during the Task Force's work support requiring the ICAT model be incorporated into peace officer basic training and the Sit-D model into advanced training, approximately 16 training hours each."[22]

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[20] University of Chicago Crime Lab. Situational Decision-Making (Sit-D). https://crimelab.uchicago.edu/projects/situational-decision-making/

[21] Dube, O., S.J. MacArthur, & A.K. Shah. (2025) A Cognitive View of Policing. The Quarterly Journal of Economics. 140: 745–791. https://doi.org/10.1093/qje/qjae039

[22] Ohio Peace Officer Training Commission. May 9, 2024. Meeting Minutes. https://www.ohioattorneygeneral.gov/Files/Law-Enforcement/Ohio-Peace-Officer-Training-Academy/Meeting-Minutes/OPOTC-May-meeting-2024-final

Protections for Wearing Masks In Public

Recommendation: The OIM recommends an addition to MPD's "Demonstrations and Assemblies" Standard Operating Procedure explicitly outlining that protestors have a right to wear facial coverings, regardless of religious or medical necessity, and police demands for a masked person to remove their mask must be preceded by an articulable reasonable suspicion that the masked person is committing, is about to commit, or has committed a crime.

In the wake of several student protests in 2024 of Israel's bombings of Gaza, a push for the enforcement of "mask bans" gained political traction.

Proponents of such bans argue that people wearing masks are emboldened to commit crimes and law enforcement's need to identify possible suspects. “A common theme among criminal elements has become ‘no face, no case,'" said Ralph Ohland, a lieutenant in the Texas Department of Public Safety's criminal investigations division. “This shows us there’s a criminal understanding that covering their faces drastically reduces the ability of law enforcement to identify and bring these persons to justice.”[23] Where these bans have been implemented, such as Nassau County, New York, the determination of whether a mask is being worn for medical or religious reasons falls to the judgement of police officers.

Several states (at least 18) already have mask bans codified in their laws. Proponents of mask bans have eagerly recited a noble legislative history behind such laws' enactments as necessary to combat the Klu Klux Klan. There is some merit to this claim insofar that such laws have been tested by the KKK in court and have failed. *See, Church of the American Knights of the Ku Klux Klan v. Kerik* (2d Cir. 2004). Further, the language itself of these laws tended to be contextually limited in some way such as a recently repealed 1845 New York state law

[23] Mason Rouser. “As lawmakers consider mask ban at protests, public expresses concerns about health, free speech.” KUT News – Austin. https://www.kut.org/crime-justice/2024-10-17/austin-tx-legislation-anti-mask-protests-free-speech-health-safety-texas-lawmakers

criminalizing the appearance of being "disguised and armed." However, to engage with this conversation in good faith, this argument needs to be addressed and dismissed.

First and foremost, the history of mask bans in America does not begin with states' attempts to combat the Klu Klux Klan. Consider the repealed 1845 New York law for example, enacted twenty years before the KKK was established in Tennessee. The New York law was passed at the end of the "Anti-Rent War" (or "the Helderberg War"), a massive protest of tens of thousands of tenants. Protesting tenants utilized the tactic of a rent strike, where they collectively refused to pay their leases. When law enforcement was sent to evict the protestors, people wearing hoods and disguised as "calico Indians" blocked them and tarred and feathered those that tried to enter the property.[24] The oldest anti-mask law in the country was adopted to combat protestors and was used as recently as 2011 against those in the Occupy Wall Street protest. Rather than a weapon against the KKK, mask bans have been historically used to empower law enforcement to disrupt lawful protests.

Second, there is a well-established legal understanding that anonymity can be necessary for the protection of our First and Fourteenth Amendment right to freedom of association. *See, NAACP v. Alabama ex rel. Patterson*, 357 U.S. 449 (1958) (unanimous opinion ruled that the NAACP was not required to release its membership list to the state because of the danger to which losing their anonymity would expose the members); *Talley v. California*, 362 U.S. 60 (1960) (ruling a city ordinance void which forbade distribution, in any place under any circumstances, of any handbill which did not have printed thereon the name and address of the person who prepared, distributed or sponsored it); *McIntyre v. Ohio Elections Comm'n*, 514 U.S. (1995) (affirming individuals have the right to hand out anonymous leaflets on political issues).

Third, it is already the law that an officer may demand a person's identification, which may include a momentary removal of a mask, but only if they have reasonable suspicion that the person they stopped is committing, is about to commit, or has committed a crime. Wis. Stat. § 968.24; *Brown v. Texas*, 443 U.S. 47 (1979). And finally, a ban on masks in public, in any

[24] Thomas Summerhill, "Anti-Rent Wars (New York)", in Encyclopedia of U.S. Labor and Working-class History Vol. 1, Eric Arnesen, Routledge, 2007, pp. 118 - 120.

context, puts the members of the disabled community (particularly those with chronically compromised immune systems) at risk, both of illness and potential harassment for their wearing of a mask.

Nonetheless, there is a political push to stymie free expression through identification and retaliation against protestors. For example, the President himself has posted that masks should not be allowed at protests [25] [26] [27] and retaliatory actions have already been taken against identifiable protestors such as Mahmoud Kahlil.[28] Currently, there is not a mask ban in Wisconsin state law. The last attempt to enact one was the failure of Assembly Bill 617 in 2020. However, Madison does not need to wait to protect the rights of protestors. Just as Nassau County, New York, reintroduced a mask ban after the 1845 state law was repealed, the City of Madison can control its own police conduct concerning the wearing of masks through policy.

Dynamic Speed Bumps

Recommendation: We recommend that the City of Madison explore the feasibility of using dynamic speed bumps (e.g., Actibump) to slow speeding traffic in lieu of speed enforcement cameras, which are illegal in WI, have disparate racial impacts, and impact the poor most heavily.

Speeding on Madison streets is a common source of resident complaints. It has been suggested that Madison should lobby for a change in state law to allow for the installation of traffic cameras for the purpose of catching speeders. Such a discussion must begin with the

[25] March 4, 2025. https://truthsocial.com/@realDonaldTrump/posts/114104167452161158

[26] June 8, 2025. https://truthsocial.com/@realDonaldTrump/posts/114646378582957392

[27] Fernando, C. June 23, 2025. How covering your face became a constitutional matter: Mask debate tests free speech rights. Associated Press. https://apnews.com/article/protest-ice-immigration-raids-los-angeles-trump-bbfee53e664d8d98f64ad73af542d04d

[28] Wong, E. March 10, 2025. Trump Administration Seeks to Expel a Green-Card Holder Over Student Protests. The New York Times. https://www.nytimes.com/2025/03/10/us/trump-rubio-khalil-columbia-student-protests.html

consideration of the disparate racial impact that traffic cameras have been shown to have,[29] [30] [31] and recognizing that traffic citations have a drastically more extreme impact on the poorest community members. One way to accomplish the task of slowing down traffic without increasing the number of officers making traffic stops would be through dynamic (smart) speed bumps. These devices dynamically respond to an approaching vehicle's speed, rising when a speeder is detected. Only vehicles traveling above the speed limit would experience a bump. To account for speeding ambulances or fire engines, dynamic speed bumps can be programmed to allow smooth passage of emergency vehicles (using transponders present within the vehicles). Problem-oriented policing emphasizes the preferability of design approaches to reduce the frequency of offenses, rather than sanctions-based approaches (such as speeding tickets). The OIM is not prepared to recommend the City adopt and directly deploy the technology currently, however. Instead, it is the OIM's recommendation for the City itself to explore its feasibility and cost.

Although dynamic speed bump technology is new, there are several manufacturers in the field. The most widespread devices are those manufactured by Actibump,[32] currently in use in Sweden, Norway, Denmark, Australia, and Iceland. The devices are fully compatible with winter conditions and plowing. From a cost perspective, Actibump claims that the cost of its system over 10 years is comparable to the cost of a speed camera. Currently, installation of two Actibumps costs about $66,000. Radar or other technologies are used to measure vehicle speed in a lane, for activation of the device. Actibumps can be used on multilane highways, with a device in each lane.

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[29] Farrell, W. June 28, 2018. Predominantly black neighborhoods in D.C. bear the brunt of automated traffic enforcement. Fees and Fines Justice Center. https://finesandfeesjusticecenter.org/articles/predominantly-black-neighborhoods-in-d-c-bear-the-brunt-of-automated-traffic-enforcement/

[30] Sutton, S. and N. Tilahun. April 8, 2023. Red Light and Speed Cameras: Analyzing the Equity and Efficacy of Chicago's Automated Camera Enforcement Program. https://indigo.uic.edu/articles/report/Red_Light_and_Speed_Cameras_Analyzing_the_Equity_and_Efficacy_of_Chicago_s_Automated_Camera_Enforcement_Program/22184059?file=39420766

[31] Hopkins, E. and M. Sanchez. Jan 11, 2022. Chicago's "Race-Neutral" Traffic Cameras Ticket Black and Latino Drivers the Most. ProPublica. https://www.propublica.org/article/chicagos-race-neutral-traffic-cameras-ticket-black-and-latino-drivers-the-most

[32] Actibump Frequently Asked Questions. https://files.edeva.se/brochures/english/faq_en.pdf

OIM thus recommends that the City of Madison explore the feasibility of using dynamic speed bumps (e.g., Actibump) to slow speeding traffic instead of seeking to change the state law, under which speed enforcement cameras are prohibited. Speed cameras result in an arbitrary enforcement of the law, absent the capacity for recognizing nuance or issuing a warning. Their adoption would likely result in a disparate impact on the City's poorest and non-white populations.

Diversify MPD staff, incentivizing the hiring of Black and women officers

Recommendation: Continue and intensify efforts to diversify MPD, especially with hiring of Black and women officers.

The most rigorous study to date of the effects of officer race/ethnicity and gender on police-civilian interactions, conducted in Chicago, found that:

> Relative to white officers, Black and Hispanic officers make far fewer stops and arrests, and they use force less often, especially against Black civilians. These effects are largest in majority-Black areas of Chicago and stem from reduced focus on enforcing low-level offenses, with greatest impact on Black civilians. Female officers also use less force than males, a result that holds within all racial groups. These results suggest that diversity reforms can improve police treatment of minority communities.[33]

For example, under fully comparable working conditions, the average stop, arrest, and use of force volume for Black officers is 29%, 21%, and 32% lower respectively than the average volume for white officers. Moreover, these disparities are largely driven by a reduction in such actions against Black civilians. For example, reduced use of force against Black civilians accounts for 83% of the overall force disparity between white and Black officers. Compared to white officers working in comparable places and times, Black officers show a reduced focus on

[33] Ba, B., D. Knox, J. Mummolo, and Rivera, R. 2021. The role of officer race and gender in police-civilian interactions in Chicago. Science 371, 696-702. https://jmummolo.scholar.princeton.edu/sites/g/files/toruqf3341/files/ba_knox_mummolo_rivera_2021.pdf

discretionary enforcement activities. Female officers in general show similar patterns, albeit smaller in magnitude.

Madison has among the highest racial disparities in arrest and incarceration rates in the nation. [34] [35] Furthering diversity initiatives in MPD's hiring could assist in reducing racial disparities in policing outcomes and could potentially help reduce detrimental impacts of policing in all of Madison's communities.

Expand restorative justice diversion programs

Recommendation: Greatly expand diversion to restorative justice or other such programs to additional offenses, including lower-level felonies (inclusive of violent offenses), and to a much wider age range.

The Community Restorative Court admits 17- to 25-year-olds who are cited for disorderly conduct, simple battery, obstructing an officer, damage to property, or theft (including retail theft). Youth aged 12 to 16 can be referred to YWCA or Briarpatch restorative justice programs in lieu of any municipal citation. The Madison Area Addiction Recovery Initiative (MAARI) admits people living with substance use disorders who have committed certain nonviolent offenses – eligible charges include possession of drug paraphernalia, possession of a controlled substance, retail theft, prostitution, and theft/burglary if the victim of the theft/burglary agrees to the MAARI program being offered.

MPD is justifiably proud of its utilization of diversion and deflection programs. However, the criteria for application of these options currently are very narrow, encompassing only a relatively small number of cases. MPD notes that in 2022, there were 178 referrals to the Community Restorative Court. Research indicates that society benefits when diversion is used across a wider spectrum of cases. It is important to recognize that people being processed

[34] Savidge, N. April 31, 2015. Analysis: Blacks in Madison arrested at more than 10 times rate of whites. Wisconsin State Journal. https://archive.ph/DFMLg
[35] Potter, S. July 2, 2015. The people's court. Dane County hopes new program will reduce justice. disparities. Isthmus. https://isthmus.com/news/news/restorative-justice-court/

through the criminal justice system and the resulting increase in incarceration levels, tends to be criminogenic – setting individuals on a trajectory of committing more offenses in the future. This can be caused through a combination of the stigmatization of having an arrest or criminal record making it more difficult to find gainful employment and housing, the development of detrimental behaviors learned while incarcerated, and other adverse impacts on mental wellness.

Here are some examples of findings from relevant studies examining alternative resolutions:

> We exploit two natural experiments in Harris County, Texas where first-time felony defendants faced abrupt changes in the probability of diversion. Using administrative data and regression discontinuity methods, we find robust evidence across both experiments that diversion cuts reoffending rates in half and grows quarterly employment rates by nearly 50% over 10 years. The change in trajectory persists even 20 years out and is concentrated among young black men. An investigation of mechanisms strongly suggests that stigma associated with a felony conviction plays a key role in generating these results. [36]

> This paper studies the effect of a restorative justice intervention targeted at 143 youth ages 13 to 17 facing felony charges of medium severity (e.g., burglary, assault). Eligible youths were randomly assigned to participate in the Make-it-Right (MIR) restorative justice program or a control group where they faced standard criminal prosecution. We estimate the effects of MIR on the likelihood that a youth will be rearrested in the four years following randomization. Assignment to MIR reduces the probability of a rearrest within six months by 19 percentage points, a 44 percent reduction relative to the control group. Moreover, the reduction in recidivism persists even four years after randomization. Thus, our estimates show that restorative justice conferencing can reduce recidivism among youth charged with

[36] Mueller-Smith, M & K. T. Schnepel (2021) Diversion in the Criminal Justice System. The Review of Economic Studies. 88, 883–936. https://academic.oup.com/restud/article-abstract/88/2/883/5856753

relatively serious offenses and can be an effective alternative to traditional criminal justice practices. [37]

The City and County of San Francisco operates a network of diversion programs whereby defendants who are referred may have their criminal cases diverted from traditional case processing…. we estimate the impact of a referral to felony pretrial diversion programs on case outcomes and subsequent criminal justice contact….We find consistent evidence of a sizable and statistically significant negative effect of diversion on the likelihood of future arrests that lead to a new conviction. These findings hold for at least five years post-arraignment, suggesting that the impact of a diversion outlasts the program's duration, which is typically between one and two years.... we see the largest negative effects of diversion on future convictions for those defendants initially charged with drug offenses and offenses against a person. In addition, diversion reduces felony re-arrest rates for transitional age youth and individuals with no prior felony conviction. By gender, we observe large significant effects for women . . .[38]

The macro studies consistently find no evidence that electing a reform prosecutor leads to more violent crime (although studies are not always looking at the same violent offenses). One study finds a non-trivial increase in property crimes (of about 7%), but most other studies seem to find little to no impact on property crimes either…. The micro studies indicate that less aggressive responses tend to lead to lower rates of recidivism, and this happens both in studies that limit themselves to lower-level misdemeanors and those that include more-serious felonies. [39]

[37] Shem-Tov, Y., S. Raphael, & A. Skog (2024) Can Restorative Justice Conferencing Reduce Recidivism? Evidence From the Make-it-Right Program. Econometrica. Online ISSN: 1468-0262. https://www.econometricsociety.org/publications/econometrica/2024/01/01/Can-Restorative-Justice-Conferencing-Reduce-Recidivism-Evidence-From-the-Make-it-Right-Program

[38] Augustine, E., J. Lacoe, S. Raphael, & A. Skog (2022) The Impact of Felony Diversion in San Francisco. Journal of Policy Analysis and Management. 41: 683-709. https://onlinelibrary.wiley.com/doi/abs/10.1002/pam.22371

[39] Pfaff, J. (2024) Prisons, Prosecutors, and the Politics of Punishment. https://johnfpfaff.com/2024/12/10/reform-prosecutors-do-not-increase-crime-what-the-data-tells-us/

> We find that, for the marginal defendant, nonprosecution of a nonviolent misdemeanor offense leads to a 53% reduction in the likelihood of a new criminal complaint, and to a 60% reduction in the number of new criminal complaints, over the next two years. These local average treatment effects are largest for defendants without prior criminal records, suggesting that averting criminal record acquisition is an important mechanism driving our findings. We also present evidence that a recent policy change in Suffolk County imposing a presumption of nonprosecution for nonviolent misdemeanor offenses had similar beneficial effects, decreasing the likelihood of subsequent criminal justice involvement.[40]

Across studies, the patterns are consistent. Reducing prosecution of minor offenses and using diversion techniques for even lower-level felonies appears to result in significantly better outcomes for those involved as well as their communities. In expanding MPD's available diversion/deflection programs, priority should first be given to diverting/deflecting cases with demographics, criminal offense histories, and offense types for which diversion/deflection shows the greatest benefit. Further study of the effectiveness of Madison's diversion/deflection programs can be undertaken by the OIM in the near future; however relevant research on this topic suggests that expanding the criteria for diversion/deflection programs will have a clear positive impact in a very short amount of time.

Foot Pursuits

Recommendation: OIM encourages MPD to fully implement the MPD Policy & Procedure Review Ad Hoc Committee recommendations #119 and #120 on foot pursuits, including all the sub-recommendations of both. Current MPD policy leaves much more to officer discretion than recommended by OIR. Moreover, per recommendation #120, it would be beneficial to re-emphasize the need for active ongoing decision-making on whether to continue a pursuit (for example, if it enters hazardous terrain). A notable sub-recommendation in #120 specifies that, whenever possible, the first officer to reach the suspect following a foot pursuit should

[40] Agan A.Y., J.L. Doleac, & A. Harvey (2022) Misdemeanor Prosecution. NBER Working Paper Series. https://www.nber.org/system/files/working_papers/w28600/w28600.pdf

not go "hands on" with them. Instead, the officer should wait for backup to take that role. Such a provision could be implemented through adjustments to MPD training and its Standard Operating Procedure on Foot Pursuits.

The death of Richard Johnson in police custody, after a foot pursuit by MPD officers on December 30, 2024, has brought renewed focus to the dangers of foot pursuits. MPD has a well-articulated foot pursuit policy, but the OIM recommends that the standard operating procedure could benefit from some additions.

Foot pursuits are among the most hazardous police interactions, both for officers and the subject being pursued. In major cities, a quarter to half of all officer-involved shootings appear to occur in the context of foot pursuits.[41] [42] Foot pursuits can often enter hazardous terrain and dangerous structures or occur in low visibility conditions. This can lead to injuries by both the officers and pursuit subjects resulting from falls and serious accidents. Foot pursuits account for a disproportionate number of officer injuries and injuries to subjects who are chased (for example, in Austin, TX, one fifth of subjects involved in a police foot pursuit were reportedly injured).[43] Moreover, pursuing officers typically become highly adrenalized and may become angered, such that disproportionate use of force frequently occurs after foot pursuits.

Principles of Law, Policing, by the American Law Institute, notes:

> Pursuits can be immensely frustrating and stressful experiences for the officers involved...Sometimes, this frustration and stress can lead officers to seek retribution or use disproportionate force against fleeing suspects once they have been apprehended...Retribution can take the form of verbal insults, threats of physical or deadly force—even when no use of force is warranted or legally permitted—or acts of omission like delayed administration of medical care. Further, even when no retribution

[41] Rodriguez, E. October 4, 2022. The Dangers of Police Foot Pursuits. Stanford Law School - The Stanford Center for Racial Justice. https://law.stanford.edu/2022/10/04/the-dangers-of-police-foot-pursuits/
[42] American Law Institute. Principles of Law, Policing. https://www.policingprinciples.org/chapter-4/4-0x-police-involved-pursuits/
[43] Plohetski, T. Sept. 8, 2013. Dangerous Pursuit: Austin Police Foot Chases Can Lead to Injuries, Shootings. Austin American-Statesman. https://www.statesman.com/story/news/2013/09/08/dangerous-pursuit-austin-police-foot-chases-can-lead-to-injuries-shootings/10050883007/

> is intended by an officer, high stress during and after a pursuit can severely impair judgment and motor-skill performance, increasing the likelihood that officers will miscalculate the force necessary to apprehend and detain a fleeing person. This conduct obviously is harmful to the apprehended person, but it also may lead to disciplinary or even criminal process against the officer, even when the pursuit otherwise was conducted appropriately and for a legitimate safety purpose.[20]

Per a recommendation from the Center for Policing Equity, the Las Vegas Metropolitan Police Department implemented an approach[44] that MPD may wish to emulate:

> In Las Vegas, the police department requested assistance from the Center for Policing Equity as well as the U.S. Justice Department in reviewing its procedures to reduce use of force and officer-involved shootings. As a result, the Las Vegas Police Department made a number of changes to reduce the risk of using unnecessary or excessive force, including a new strategy called "No Hands On" that prohibits an officer pursuing a suspect from being the officer to physically apprehend the suspect. According to Lt. John Farrell (retired), the manager of quality assurance for the Vegas police and one of the architects of the policy: "The assumption is that the officer in pursuit is more likely to be out of breath, angry, or otherwise not in a good place to use force wisely—his heart rate is pumping, he's tired, everything… We train our officers to slow the situation down and create distance, and distance allows you time. It allows you time to communicate. It allows you time to think about what you're going to do. And it allows you time for other officers to join you—and for them to be the ones applying handcuffs… And, quite frankly, a suspect is less likely to fight five or six guys than he is one. Fewer officer injuries, less use of force."[45]

[44] Goff, P. A. (2016). Identity traps: How to think about race & policing. Behavioral Science & Policy 2(2): 11–22. https://behavioralpolicy.org/wp-content/uploads/2017/05/Goff-web.pdf

[45] Policy Link & Advancement Project. October, 2014. Limiting Police Use of Force: Promising Community Centered Strategies. https://www.policylink.org/sites/default/files/pl_police_use%20of%20force_111914_a.pdf

VI. Measuring and Addressing Trends in Complaints, Investigations, and Discipline

Complaints

Various metrics are present in the OIM intake process. However, statistically significant trends are not expected to be identifiable for some time as more data is collected. Complaint metrics can include the number of complaints received by OIM and PS&IA, the nature of the complaints, the demographics of the complainants, and the time taken to resolve complaints. Analyzing these metrics, trends, and patterns can be isolated and explored. For example, a high number of complaints related to a specific policy may indicate a need for a review of that policy, or additional training for officers, or more communication with the public on a particular topic. Additionally, tracking the demographics of complainants can help highlight any disparities that arise across different communities in Madison.

In future annual reports and more frequent updates, the OIM plans to provide at a minimum the number of unique incidents reported to the OIM. As flow of needed MPD data makes its way to the OIM, further analysis can be done into the more generalized crime data in Madison, allowing more in-depth analysis of trends in types of complaints recorded by MPD, trends in MPD's investigation completion rate, and an analysis of trends in complaints received by PS&IA.

Concerning the scope of an investigation by the Monitor, borrowing from other similar jurisdictions such as New Orleans, a blank Investigative Report template was created by the OIM and is included in this report. See Appendix # 5. The template lays out the information the Monitor will be gathering in investigations such as records, interviews, and video and audio recordings. OIM's investigative reports will serve as a comprehensive and independent summary of a contested incident. Cross-references to related PS&IA, MPD, and PFC investigations and decisions will begin each report, followed by a detailed summary of the facts of the incident, followed by a visual timeline representation of the incident. Productive analysis and conversations start from a shared understanding and laying out a complete picture of the agreed upon and contested facts. The investigative report will summarize the actions taken by the public and MPD staff, followed by an evidentiary analysis and a summary of the allegations.

The OIM's analysis will be focused on four questions:

(1) Are there any disciplinary charges not included in the PS&IA investigation which OIM asserts could have been brought?;
(2) Does the investigation suggest policy, procedure, risk management or liability issues that were not adequately addressed by the Department?;
(3) Should training or other programs have been required of the accused employee?; and
(4) Were there any other OIM concerns with the investigation and, if so, what allegation do they pertain to?

The purpose of these investigations is first and foremost to identify failures of policy because the remedies that can be offered by an OIM investigation are MPD policy and/or training recommendations. Further, these investigations allow an opportunity to pull the curtain back on aspects of police policy that may seem ambiguous to the public. Through policy review and providing public explanations of existing MPD policy, the OIM aims to facilitate conversations with the community to ensure MPD meets the community's expectations and standards.

VII. Data-Based Investigations

Use-of-Force Allegation Sustain Rate

The first data-based analysis of the OIM was a review of how often MPD has sustained complaints against its officers for excessive use of force. Data released by MPD on excessive force complaints filed in 2008-2012 showed a comparatively low sustain rate of use-of-force complaints. Only 1 out of 108 use-of-force complaints filed between 2008 and 2012 was sustained by MPD, a sustain rate 8.6 times lower than the national average.[46] That sustain rate suggests a potential problem with how MPD PS&IA had dealt with such complaints in those years, and this is reinforced by later critical coverage of use-of-force cases where the "not

[46] Hickman, M.J. (June, 2006) Citizen Complaints about Police Use of Force. Bureau of Justice Statistics. https://bjs.ojp.gov/content/pub/pdf/ccpuf.pdf

sustained" decision or completeness of PS&IA's review was questioned,[47] [48] its findings were inconsistent with community expectations,[49] [50] or contradicted by a jury verdict.[51]

OIM wished to determine if use-of-force complaints were now being sustained at a higher rate. The Office obtained data on use-of-force allegations investigated by MPD PS&IA. For investigations completed from 2017 to the present, MPD sustained 3 out of 218 use-of-force allegations, for a sustain rate of 1.38%. This rate was not much higher than in the earlier period of 2008-2012. Eight years of data were used to ensure sufficient statistical power, but there were no indications of a higher sustain rate in excessive use of force complaints in the most recent years of that period from 2017 through 2024.

To more thoroughly examine MPD's use-of-force allegation sustain rate in comparison to that of other U.S. municipal police departments, OIM performed statistical modelling, using data from the 2020 U.S. Law Enforcement Management and Administrative Statistics (LEMAS) dataset.[52] The Office compared MPD both to all other municipal police departments and to what would be expected for a department with MPD's characteristics. See Appendix #4 for the detailed methodology employed and its results.

In short, MPD has a use-of-force allegation sustain rate that is far below the national average sustain rate, and below that expected for a department with its characteristics. However, though many departments with MPD's characteristics would exhibit far higher sustain

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[47] Lueders, B. (August 19, 2010) City of Madison paid off man injured by cops. Isthmus. https://isthmus.com/news/news/city-of-madison-paid-off-man-injured-by-cops/

[48] Lueders, B. (October 21, 2010) The inadequacy of rules. Isthmus. https://isthmus.com/opinion/opinion/the-inadequacy-of-rules/

[49] Brogan, D. (June 22, 2016) "It looks like excessive force was used" Public officials, family outraged over violent police arrest caught on video. Isthmus. https://isthmus.com/news/news/public-officials-family-outraged-over-violent-arrest/

[50] Becker, A. Sept 1, 2016. Actions of officers involved in Genele Laird arrest found within 'legal authority'. Capitol Times. https://captimes.com/news/local/govt-and-politics/actions-of-officers-involved-in-genele-laird-arrest-found-within-legal-authority/article_6a156a69-9735-59d6-b6da-4f9d38d2b5a9.html

[51] Schultz, R. July 14, 2017. Jury awards $7 million in damages after finding 2 Madison police officers used unreasonable force in 2014 fatal shooting. Wisconsin State Journal. https://madison.com/news/local/courts/jury-awards-7-million-in-damages-after-finding-2-madison-police-officers-used-unreasonable-force/article_7afa930b-feb3-50c2-aa75-be6b11580fff.html

[52] Bureau of Justice Statistics. (March 7, 2023). Law Enforcement Management and Administrative Statistics (LEMAS), 2020 (ICPSR 38651). https://www.icpsr.umich.edu/web/NACJD/studies/38651/publications

rates, it appears that most would not. It is worth noting that municipal police departments show extreme variation in excessive force allegation sustain rates, possibly reflecting the lack of specificity in the *Graham v. Connor* "objective reasonableness" standard governing police use of force. [53] [54]

Additionally, this may also reflect a lack of understanding amongst the complaints of what is and is not excessive force under existing MPD policy. If the community thinks MPD policy says “X” and complains after observing an officer do “Y,” and then sees PS&IA conclude the officer was within policy, a fundamental misunderstanding of MPD’s use of force policy exists and is ripe for mutual discussion, adjustment, and clarification.

One option the OIM is considering, to facilitate this policy adjustment and gain a clearer picture of PS&IA’s historical reasoning, would be an audit of PS&IA files alleging excessive force to identify any patterns of method or conclusion that seem at odds with the public’s understanding of the use of force policy. Further, as patterns emerge, the Office could contact contractors with sufficient experience working in internal affairs divisions in comparable law enforcement agencies with higher sustain rates for use-of-force investigations. This potentially could help determine whether there are MPD policies or practices when investigating use-of-force allegations that could be improved. Alternatively, the Office could facilitate community conversations about what the people of Madison expect of a use of force policy and explanations from MPD concerning the history and application of the policies as they are. A clear understanding of what limitations officers already operate under and what limitations or considerations the public wishes were present in the use of force policy should prove fertile soil for collaborative policy adjustment between the PCOB, MPD, and Common Council.

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[53] Millhiser, I. April 13, 2021. What the Supreme Court got wrong about homicides committed by cops. Vox. https://www.vox.com/22373833/supreme-court-police-killings-homicide-derek-chauvin-graham-connor-shooting-fourth-amendment

[54] Chang, J. (2022) Who is the reasonable police officer? A localized solution to a nationwide problem. Columbia Law Review 122(1): 87-124. https://www.columbialawreview.org/wp-content/uploads/2022/01/Chang-Who_Is_The_Reasonable_Police_Officer-A_Localized_Solution_To_A_Nationwide_Problem.pdf

Ongoing Data Investigations

Racial disparities

Madison Police Department data show severe racial disparities in policing outcomes. In 2023, a Black individual was over 8 times more likely to be arrested at least once than a white individual in Madison. Benchmarked to population numbers, a disorderly conduct charge was over 13 times more likely to be against someone who was Black than someone who was white.[55] Madison appears to exhibit some of the highest such racial disparities among U.S. cities.[56] [57]

It is important to better understand the sources of these disparities so that they can be addressed. In particular, to what extent these disparities are a consequence of discriminatory policing – occurring either at the level of individuals or the level of neighborhoods (studies in various U.S. cities have found that entire neighborhoods can be stigmatized and disproportionately policed based on racial predominance). We plan to perform several analyses to examine this matter, and two such projects are now ongoing.

In one project, we have set up a collaboration with a team of scientists led by M. Keith Chen at UCLA. This team has used anonymized data from smartphones (specifically, GPS data from pings of these phones) to show that across 23 major U.S. cities, police officers spent much more time in Black, Asian, and Hispanic neighborhoods than in other areas with similar socioeconomic demographics and crime-driven demand for police services.[58] Chen et al. calculated that this neighborhood-level disparity in police presence drove a substantial part of the racial disparity in arrest rates, accounting for 57% of the higher arrest rate in predominantly Black neighborhoods.

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[55] "Annual Report 2023." Madison Police Department. Pgs. 34, 35, 37, 39. https://www.cityofmadison.com/police/documents/annualReport2023.pdf

[56] Savidge, N. April 31, 2015. Analysis: Blacks in Madison arrested at more than 10 times rate of whites. Wisconsin State Journal. https://archive.ph/DFMLg

[57] Potter, S. July 2, 2015. The people's court. Dane County hopes new program will reduce justice. disparities. Isthmus. https://isthmus.com/news/news/restorative-justice-court/

[58] Chen, M.K., K.L. Christensen, E. John, E. Owens, & Y. Zhuo (2023) Smartphone Data Reveal Neighborhood-Level Racial Disparities in Police Presence. The Review of Economics and Statistics 1–29. https://doi.org/10.1162/rest_a_01370

Their analysis is now being extended to Madison, using smartphone data from Veraset (a company that aggregates anonymized smartphone location data) along with census data and geofence data for police stations and police district boundaries. Whether this approach can be successfully applied in Madison will depend on whether a sufficient number of phones carried by MPD officers are captured in the Veraset data. We will also note that our collaborators are working on a large number of projects and appear somewhat overcommitted, such that we anticipate delays in completion.

A second ongoing project utilizes data from stops and searches of vehicles. A standard method by which discriminatory policing is established is through analysis of the rate at which contraband (e.g. weapons, drugs, etc.) is found when individuals or vehicles are stopped and searched by police. For example, if contraband is found more often when white individuals are searched than when BIPOC individuals are searched, this suggests that, all else equal, BIPOC individuals are more often stopped and searched (i.e., showing discriminatory policing). This is termed "hit rate" analysis.

However, it is now understood that hit rate analysis in itself can provide misleading results (indicating the presence of discrimination when there is none and failing to show discrimination when it exists) when different groups have different probability distributions for possessing contraband. This issue with hit rate analysis is termed "the problem of infra-marginality," and it can be addressed using more sophisticated analyses. One method, originally developed by Simoiu et al. (2017)[59] and improved by Pierson et al. (2018)[60], estimates the thresholds police use to initiate searches in different groups. Using this method, discriminatory policing is evidenced if the thresholds are found to differ across groups. A different approach for addressing the problem of infra-marginality, developed by Meyer & Gonzalez (2024),[61] utilizes a

[59] Simoiu, C., S. Corbett-Davies, & S. Goel (2017) The Problem of Infra-marginality in Outcome Tests for Discrimination. The Annals of Applied Statistics 11(3): 1193-1216.
[60] Pierson, E., S. Corbett-Davies & S. Goel (2018) Fast threshold tests for detecting discrimination. Proceedings of the 21st International Conference on Artificial Intelligence and Statistics (AISTATS). PMLR 84. https://5harad.com/papers/fasttt.pdf
[61] Meyer, M.A. & R. Gonzalez (2024) Detecting Bias in Traffic Searches: Examining False Searches of Innocent Drivers. Journal of Quantitative Criminology 40(4):791-812. https://www.researchgate.net/publication/380152891_Detecting_Bias_in_Traffic_Searches_Examining_False_Searches_of_Innocent_Drivers

test that adjudicates whether or not discriminatory policing is occurring under all feasible rates of contraband (i.e., under all feasible contraband rates, do police officers have lower false alarm rates for white drivers than Black drivers). In addition, for vehicular searches, one can determine whether and to what extent the value of the vehicle (given the make and model) influenced the likelihood of police search, where police elsewhere have been found to search lower value vehicles more often, all else equal.[62] This could potentially allow one to begin to disentangle discrimination based on race and ethnicity from that based on the driver's socioeconomic class.

Currently, we are examining a month of traffic stop data provided by MPD's Data Team. We are starting with only a month of data to first adequately understand the details of the MPD data and to check if the approach being used is correctly capturing all relevant information, before requesting two full years of data.

These analyses will help fulfill MPA Policy & Procedure Review Ad Hoc Committee report recommendation #19:

> MPD should seek a collaboration with statisticians from University of Wisconsin-Madison, or highly-qualified statisticians elsewhere who have researched policing and racial bias, to determine if communities of color in Madison are incurring differential policing. Specifically, analysis should be conducted to determine (a) if rates of stops, arrests, and citations by MPD are correlated with neighborhood racial composition after controlling for crime rates, and (b) if the proportion of stops resulting in arrests or citations (hit rates) differs across racial and ethnic groups. If analyses do show differential policing, MPD should consider measures such as reallocation of policing resources across neighborhoods and corrective training.

Early Intervention System

Another ongoing investigation, unrelated to the above, is an examination of MPD's early intervention system (EIS). As the MPD Policy & Procedure Review Ad Hoc Committee report explains:

[62] Knode, J.L., T.M. Carter, & S.E. Wolfe (2024) Driving While Broke: The Role of Class Signals in Police Discretion. Crimrxiv. https://doi.org/10.21428/cb6ab371.efc8b517

> In most police departments, a small number of officers generate a disproportionate number of complaints and other risk-associated activities. This has led to widespread implementation of what is referred to as an Early Intervention System (EIS). The goal of an EIS is to identify and intervene to correct individual officers' potentially damaging behavior patterns. An EIS program uses agency-collected data such as uses of force, complaints, internal affairs investigations, lawsuits, and attendance records to identify officers in need. The EIPro EIS implemented by MPD will flag officers when they exceed thresholds for one or more of a designated set of performance measures (e.g., number of complaints). The EIS program is not intended to be punitive but to provide the agency an early indication that an officer may be engaging in problematic conduct so the agency can intervene through mentoring, closer supervision, or additional training to get that officer's career on the right path.

MPD has an EIS SOP that integrates mentoring, check-ins, and human judgement (including input from first-level supervisors) with data-driven software output, as recommended by OIR (see MPD Policy & Procedure Review Ad Hoc Committee recommendations #171 and #172).

For this investigation, we are seeking to examine the factors, considerations, and decision-making used in MPD's EIS, and particularly its data-driven elements. We are interested in this given the possibility that it may be improved by the use of alternative metrics. For example, many law enforcement departments use the number of sustained complaints as one metric for their EIS, but the total number of complaints (regardless of the final determination) has far superior predictive value for adverse events (Stoddard et al. 2024).[63] Simply ranking all officers in a department by total complaints, then flagging the top few percent, provides substantial predictive power. Meanwhile, models restricted to sustained complaints perform little better than random guessing. Furthermore, a number of infrequently used metrics, such as

[63] Stoddard, G., Fitzpatrick, D.J., & J. Ludwig (2024) Predicting Police Misconduct. National Bureau of Economic Research. Working Paper 32432. https://www.nber.org/papers/w32432

whether an officer has secondary employment,[64] [65] have been found to provide substantial predictive value for adverse incidents and could potentially be incorporated. In addition, we note that, though IAPro (the software platform used by MPD) provides an excellent product for internal affairs management, their EIPro EIS is quite suboptimal for flagging officers at risk relative to a more sophisticated machine learning approach (see MPD Policy & Procedure Review Ad Hoc Committee recommendation #173).

VIII. Impediments and Acknowledgements

We will note that overall, OIM data-based analyses are still at a relatively early stage. OIM's Data Analyst was retained at the end of October 2024. Hiring of the Data Analyst was temporarily halted by a potential lack of funding for the position in 2025. Funding for the position was partially restored finally at the end of 2024, but the position was reduced to a 0.6 Full Time Employment position (23.25 hours a week compared to the City's standard 38.75 hours a week). It has also taken time to arrange for data flow from MPD. In addition, budgetary and procedural difficulties have limited the Office's access to the computational resources needed for key analyses.

We wish to particularly thank the MPD Data Team and Chief John Patterson for their invaluable assistance to OIM in its data investigations. Their cooperation and assistance are reflective of the cooperative and collaborative relationship Madison Police Department and the Office of the Independent Monitor seek to build, utilize, and improve upon in the coming years.

[64] Cubitt, T., K. Wooden, E. Kruger, & M. Kennedy (2020) A predictive model for serious police misconduct by variation of the theory of planned behavior. The Journal of Forensic Practice. 22(4): 251-263. https://www.emerald.com/insight/content/doi/10.1108/jfp-08-2020-0033/full/html

[65] Cubitt, T., K.R. Wooden, & K.A. Roberts (2020) A machine learning analysis of serious misconduct among Australian police. Crime Science 9:22. https://doi.org/10.1186/s40163-020-00133-6

Appendix

Appendix 1: OIM Intake Form

City of Madison Date: _____

Office of the Independent Police Monitor

Intake Form

First Name		Middle		Last Name	
		☐	*I wish to remain Anonymous*		

Contact Information						
Preferred mode of communication						
Mailing Address						
City, State		Zip				
Phone Number		Voicemail OK?	☐	Yes	☐	No
Secondary Phone		Voicemail OK?	☐	Yes	☐	No
Email Address		WhatsApp				
What are the best days/times to contact you?						

Incident Information (Please include as much information as possible)			
Did the incident involve a member of the Madison Police Department?	☐	Yes	Note: The Office of the Independent Monitor and the Police Civilian Oversight Board's jurisdiction is limited to the Madison Police Department. Complaints involving other law enforcement agencies will be forwarded to the appropriate agency, if known.
	☐	No	
	☐	Unknown	

How were you involved in the incident? ☐ It happened to me ☐ I witnessed it			
☐I heard about it AND ☐ I do not wish to disclose where I heard about it			
☐ I wish to disclose where I heard about it:			
Incident Date(s)		Incident Time(s)	
Incident Location			
Names of Officers			
Badge Numbers			

If name or badge number is not known, please provide a physical description of the officer(s), include any distinguishing marks/tattoos as well as approximate age, weight, height, race, and gender:

To the best of your knowledge, please list all the agencies/departments that were **present** at the incident (e.g. Madison Police, Dane County Sherriff's Office, Madison Fire Department, etc.]

Please describe the incident to the extent you feel comfortable.
You may use additional paper or the back of the page if you would like to.

OIM Reference Number: __ – _ _ _ - _ _ _ _

Please identify the specific actions by the officer(s) you wish to highlight:
What actions would you like to see taken in response?
Have you already or do you plan to report this incident to any other agencies? Which ones and when?

Demographic Information					
Home Address (if different from above)					
City, State			Zip		
Date of Birth	/ /	Gender		Sexual Orientation	
Race/Ethnicity (mark all that apply)	☐Black/African American ☐Asian ☐Hispanic/Latinx ☐Indigenous ☐Arabic ☐Semitic ☐Pacific Islander ☐ White ☐ Other:				
Do you have a Disability? ☐Yes ☐No	Is your Disability related to the incident? ☐Yes ☐No				
If applicable, please list your disability here:					

To better serve the Madison community, please share with us how you heard about the Office of the Independent Monitor and/or the Police Civilian Oversight Board:

OIM Reference Number: __ – _ _ _ - _ _ _ _

City of Madison Date: _____
Office of the Independent Police Monitor
Intake Form

****COVER SHEET****

Step 1: Complete this Form and Submit it to the Office of the Independent Monitor (OIM)

Please provide as much information as possible when completing this form. If you do not feel comfortable sharing your identity, your Intake Form will continue to be processed regardless. Please note however that the Office may need to contact you to conduct a full investigation. Upon completing the form, please deliver it to Room 501 of the City County Building or email it to oim@cityofmadison.com.

Step 2: Meet with the Independent Monitor

After the OIM has received and reviewed this completed form, you will be contacted by an OIM staff member to schedule a time to meet with the Independent Monitor. The purpose of this meeting will be to discuss your Intake Form, and any additional details needed to conduct an investigation. This meeting does not need to be attended alone. You may bring anyone with you that you wish for support or assistance.

Step 3: Investigation of Complaint

OIM will contact you to let you know if a full investigation is being opened for your complaint. OIM staff will schedule regular check-in meetings between you and the Independent Monitor at this time.

Step 4 (if you wish): Mediation with MPD, accompanied by the Independent Monitor

If you are comfortable doing so, a mediation with MPD can be arranged concerning your complaint. You would not need to be alone in such a mediation and may be accompanied by the Independent Monitor and/or your own legal counsel.

Step 5: Meet again with Independent Monitor to review the OIM's conclusion of the investigation.

Upon completion of the investigation, you will be invited to another meeting with the Independent Monitor. At this meeting, the Independent Monitor will detail their Final Report on your complaint. The purpose of this meeting is to ensure you are satisfied with the scope of the investigation. If needed, Steps 3 and 4 will be repeated after this step.

Step 6: Publishing of the OIM's Final Report

Once the Final Report is completed, it will be presented to the Police Civilian Oversight Board. You will be invited to meet with the PCOB in Closed Session to discuss the report privately with the Board and your feedback for the OIM.

OIM Reference Number: __ – _ _ _ - _ _ _ _

Lub Nroog Madison Hnub Tim: _____

Lub Chaw Hauj Lwm Tub Ceev Xwm Saib Xyuas Kev Ncaj Ncees Hauv Teb Chaws

Daim Foos Txais Nkag

Lub Npe		Lub Npe Nruab Nrab		Lub Xeem	
		☐	*Kuv xav kom tsis txhob Qhia Txog Kuv Tus Kheej*		

Cov Ntaub Ntawv Tiv Tauj							
Qhov kev sib txuas lus uas xav tau							
Chaw Xa Ntawv							
NROOG, XEEV		Tus Zauv Zip					
Tus Naj Npawb Xov Tooj		Puas txais ua suab lus?	☐	Yog	☐	Tsis Yog	
Tus Naj Npawb Xov Tooj Thib Ob		Puas txais ua suab lus?	☐	Yog	☐	Tsis Yog	
Chaw Nyob Email		WhatsApp					
Hnub/lub sij hawm twg thiaj li yooj yim rau peb tiv tauj koj?							

Cov ntaub ntawv xwm txheej (Thov sau cov ntaub ntawv ntau li ntau tau rau)			
Qhov xwm txheej puas muaj feem cuam tshuam rau Madison Lub Tuam Tsev Hauj Lwm Tub Ceev Xwm (Madison Police Department)?	☐	Yog	Cim tseg: Lub Chaw Hauj Lwm Saib Xyuas Kev Ncaj Ncees thiab Tub Ceev Xwm Saib Xyuas Kev Ncaj Ncees ntawm Pawg Saib Xyuas Kev Ncaj Ncees tsuas yog raug txwv nyob rau hauv Madison Lub Tuam Tsev Hauj Lwm Tub Ceev Xwm. Kev tsis txaus siab nrog rau lwm lub koom haum tub ceev xwm yuav raug muab xa mus rau lub koom haum uas tsim nyog, yog tias paub.
	☐	Tsis Yog	
	☐	Tsis Paub	
Koj cuam tshuam nrog qhov xwm txheej li cas? ☐ Nws tshwm sim kiag rau kuv ☐ Kuv yog tus ua pov thawj rau xwm txheej ntawd			
☐Kuv tau hnov qhov no los xwb THIAB ☐Kuv tsis xav qhia tias kuv tau hnov qhov no los qhov twg los			
☐ Kuv xav qhia tias kuv tau hnov qhov no los ntawm qhov twg los:			
Hnub Tshwm Sim Qhov Xwm Txheej		Lub Sij Hawm Tshwm Sim Qhov Xwm Txheej	
Qhov Chaw Tshwm Sim Qhov Xwm Txheej			
Tus Tub Ceev Xwm Lub Npe			
Tus Naj Npawb Daim Paib			
Yog tias tsis paub lub npe los sis tus naj npawb daim paib, ces thov muab cov lus piav qhia txog lub cev ntawm tus tub ceev xwm, suav nrog cov cim sib txawv/nkaug lais suav nrog qhia txog qhov tshwj xeeb los sis kwv yees hnub nyoog, qhov hnyav, qhov siab, haiv neeg, thiab poj niam los txiv neej:			
Raws li qhov koj paub zoo tshaj plaws, thov sau tag nrho cov koom haum/chaw hauj lwm **tam sim no** uas nyob rau hauv qhov xwm txheej (xws li Tub Ceev Xwm Madison, Lub Chaw Hauj Lwm Tub Ceev Xwm Hauv Cheeb Tsam nroog Dane, Madison Lub Tuam Tsev Hauj Lwm Saib Xyuas Hluav (Madison Fire Department) Taws Kub Hnyiab, thiab lwm yam.]			

Thov piav qhia txog qhov xwm txheej uas koj hnov tau tias muaj kev kaj siab. Koj tuaj yeem siv daim ntawv ntxiv los sis sab nraum qab ntawm nplooj ntawv yog tias koj xav tau.

Tus Naj Npawb Ua Pov Thawj OIM: __ – _ _ _ - _ _ _ _

Thov txheeb xyuas cov kev ua tshwj xeeb los ntawm tus tub ceev xwm uas koj xav hais txog:
Koj xav pom dab tsi nyob rau hauv qhov kev yuav tau txais?
Koj puas tau muaj los sis muaj phiaj xwm yuav tshaj tawm qhov xwm txheej no mus rau lwm lub koom haum los tsis tau? Lub twg thiab thaum twg?

Cov Ntaub Ntawv Qhia Txog Kev Ua Pej Xeem					
Chaw Nyob Vaj Tse (yog txawv ntawm qhov saum toj)					
NROOG, XEEV				Tus Zauv Zip	
Hnub Yug	/ /	Txiv Neej los Poj Niam		Kev Nyiam Poj Niam Los sis Txiv Neej	
Haiv Neeg/Tsav Neeg (kos cim rau tag nrho cov uas siv tau)	☐Neeg Tawv Dub/Neeg Meskas As Fiv Kas ☐Neeg Esxias ☐Neeg Hispanic/Latinx ☐Neeg Indigenous ☐Neeg Arabic ☐Neeg Semitic ☐Pacific Islander ☐Neeg Tawv Dawb ☐Lwm Yam:				
Koj Puas Muaj Kev Xiam Oob Qhab? ☐Muaj ☐Tsis Muaj		Koj puas muaj kev xiam oob qhab uas cuam tshuam nrog qhov xwm txheej? ☐Muaj ☐Tsis Muaj			
Yog tias muaj, thov sau koj qhov kev xiam oob qhab rau ntawm no:					
Txhawm rau ua hauj lwm rau Madison cov zej zog kom tau zoo dua qhub, thov qhia rau peb paub seb koj tau hnov txog Lub Chaw Hauj Lwm Saib Xyuas Kev Ncaj Ncees thiab/los sis Tub Ceev Xwm Saib Xyuas Kev Ncaj Ncees ntawm Pawg Saib Xyuas Kev Ncaj Ncees tau li cas:					

****DAIM NTAWV NPOG KHAUJ****

Kauj Ruam 1: Ua Kom Tiav Daim Foos No thiab Xa mus rau Lub Chaw Hauj Lwm Saib Xyuas Kev Ncaj Ncees (Office of the Independent Monitor, OIM)

Thov qhia cov ntaub ntawv kom ntau li ntau tau thaum ua tiav daim foos no. Yog tias koj tsis sov siab yuav los qhia koj tus kheej, koj dDaim Foos Txais Nkag tseem yuav raug muab coj los ntsuam xyuas txuas mus ntxiv. Txawm li cas los xij, thov nco ntsoov tias Lub Chaw Hauj Lwm tseem yuav tiv tauj rau koj txhawm rau tshawb xyuas cov ntaub ntawv kom txhij txhua. Thaum ua daim foos tiav hlo lawm, thov xa mus rau Chav 501 ntawm Lub Nroog Lub Tuam Tsev (City County Building) los sis xa email mus rau oim@cityofmadison.com.

Kauj Ruam 2: Ntsib Nrog Tus Taug Qab Xyuas Kev Ncaj Ncees

Tom qab uas OIM tau txais thiab tshab xyuas daim foos no tiav hlo lawm, OIM yuav tiv tauj koj txhawm rau los teem caij ntsib nrog Tus Taug Qab Xyuas Kev Ncaj Ncees. Lub hom phiaj ntawm lub rooj sib tham no yuav yog los tham txog koj Daim Foos Thov Nkag, thiab cov ntsiab lus ntxiv uas xav tau los ua qhov kev tshawb xyuas. Lub rooj sib tham no tsis tas yuav tuaj koom ib leeg tuaj coob leej los yeej tau. Koj tuaj yeem coj ib tus neeg twg nrog koj tuaj los tau yog tias koj xav tau kev txhawb nqa los sis kev pab.

Kauj Ruam 3: Kev Ntsuam Xyuas txog Kev Ncaj Ncees

OIM yuav tiv tauj koj txhawm rau los qhia rau koj paub tias tab tom yuav muaj kev tshawb xyuas txhij txhua rau koj qhov kev tsis txaus siab. OIM cov neeg ua hauj lwm yuav teem caij cov rooj sib tham tsis tu ncua ntawm koj thiab Tus Taug Qab Xyuas Kev Ncaj Ncees nyob rau lub sij hawm no.

Kauj Ruam 4 (yog tias koj xav tau): Kev kho kev tsis haum xeeb nrog MPD, nrog rau Tus Taug Qab Xyuas Kev Ncaj Ncees

Yog tias koj txaus siab yuav ua li ntawd, kev sib tham kho kev tsis sib haum xeeb nrog MPD tuaj yeem npaj los ua tau txog koj qhov kev tsis txaus siab. Koj tsis tas yuav nyob ib leeg hauv qhov kev sib kho kom haum xeeb thiab yuav muaj Tus Taug Qab Xyuas Kev Ncaj Ncees thiab/los sis koj tus kws lij choj nrog mus thiab.

Kauj Ruam 5: Sib Ntsib dua ib zaug ntxiv nrog Tus Taug Qab Xyuas Kev Ncaj Ncees dua ib zaug ntxiv txhawm rau los tshab xyuas qhov xaus zaum kawg ntawm kev tshawb xyuas ntawm OIM.

Tom qab ua tiav qhov kev tshawb xyuas lawm, koj yuav raug caw tuaj sib tham nrog Tus Taug Qab Xyuas Kev Ncaj Ncees ib zaug ntxiv. Hauv lub rooj sib tham no, Tus Taug Qab Xyuas Kev Ncaj Ncees yuav piav qhia ntxaws txog lawv Daim Ntawv Tshaj Qhia Zaum Kawg ntawm koj qhov kev tsis txaus siab. Lub hom phiaj ntawm lub rooj sib tham no yog kom ntseeg tau tias koj txaus siab rau qhov kev tshawb xyuas. Yog tsim nyog, ces Kauj Ruam 3 thiab 4 yuav rov muab los ua dua tom qab kauj ruam no.

Kauj Ruam 6: Tshaj Tawm Daim Ntawv Tshaj Qhia Zaum Kawg Ntawm OIM

Thaum Daim Ntawv Tshaj Qhia Kawg tau ua tiav hlo lawm, ces yuav raug muab nthuav tawm mus rau Tub Ceev Xwm Saib Xyuas Kev Ncaj Ncees ntawm Pawg Saib Xyuas Kev Ncaj Ncees. Koj yuav raug caw tuaj ntsib PCOB hauv Qhov Kev Sib Tham Uas Tsis Qhib Rau Lwm Tus Paub los

tham txog daim ntawv tshaj tawm ntiag tug nrog Pawg Thawj Coj thiab koj cov lus tawm tswv yim rau OIM.

Ciudad de Madison Fecha: _____

Oficina del Monitor Independiente de la Policía

Formulario de admisión

Primer nombre		Segundo nombre		Apellido	
		☐	*Quiero permanecer anónimo*		

Información de contacto							
Modo de comunicación preferido							
Dirección de correo							
Ciudad, estado		Código postal					
Número de teléfono		¿Podemos dejar un mensaje en su contestador?	☐	Sí	☐	No	
Teléfono secundario		¿Podemos dejar un mensaje en su contestador?	☐	Sí	☐	No	
Dirección de email		WhatsApp					
¿Cuáles son los mejores días/horarios para comunicarse con usted?							

Información del incidente (incluya la mayor cantidad de información posible)			
¿Participó en el incidente un miembro del Departamento de Policía de Madison (Madison Police Department)?	☐	Sí	Nota: La jurisdicción de la Oficina del Monitor Independiente (Office of the Independent Monitor) y de la Junta de Supervisión Civil de la Policía (Police Civilian Oversight Board) se limita al Departamento de Policía de Madison. Las quejas sobre otros organismos de seguridad se enviarán al organismo correspondiente, si se conoce.
	☐	No	
	☐	No se sabe	
¿Qué participación tuvo usted en el incidente? ☐ Me pasó a mí ☐ Yo lo presencié			
☐ Me enteré de él Y ☐ No quiero revelar dónde me enteré de él			
☐Quiero revelar dónde me enteré de él:			
Fechas del incidente		Horas del incidente	
Lugar del incidente			
Nombres de los oficiales			
Números de placa			
Si no conoce el nombre o el número de placa, escriba una descripción física de los oficiales, incluya cualquier marca distintiva/tatuaje, edad aproximada, peso, altura, raza y sexo:			
Según su conocimiento, indique todos los organismos/departamentos que estuvieron **presentes** en el incidente (p. ej., Policía de Madison, Oficina del Sheriff del Condado de Dane [Dane County Sherriff's Office], Departamento de Bomberos de Madison [Madison Fire Department], etc.)			

Describa el incidente de la manera en que se sienta cómodo. Si quiere, puede usar más papel o la parte de atrás de la página.

Número de referencia de la OIM: __ – _ _ _ - _ _ _ _

Identifique las acciones específicas de los oficiales que le gustaría destacar:
¿Qué medidas le gustaría que se tomaran como respuesta?
¿Ya reportó o planea reportar este incidente a algún otro organismo? ¿Cuáles y cuándo?

Información demográfica					
Dirección de casa (si es diferente a la de arriba)					
Ciudad, estado			Código postal		
Fecha de nacimiento	/ /	Sexo		Orientación sexual	
Raza/Etnia (marque todas las opciones que correspondan)	☐Negra/afroamericana ☐Asiática ☐Hispana/Latina ☐Indígena ☐Árabe ☐Semita ☐Isleña del Pacífico ☐ Blanca ☐Otra:				
¿Tiene una discapacidad? ☐Sí ☐No	¿Su discapacidad tiene que ver con el incidente? ☐Sí ☐No				
Si corresponde, indique su discapacidad aquí:					

Para servir mejor a la comunidad de Madison, comparta con nosotros cómo se enteró de la Oficina del Monitor Independiente o de la Junta de Supervisión Civil de la Policía:

Número de referencia de la OIM: __ – _ _ _ - _ _ _ _

Ciudad de Madison Fecha: _____
Oficina del Monitor Independiente de la Policía
Formulario de admisión

****PORTADA****

Paso 1: Complete este formulario y envíelo a la Oficina del Monitor Independiente (OIM)

Dé la mayor cantidad de información posible cuando complete este formulario. Si no se siente cómodo revelando su identidad, su formulario de admisión continuará procesándose de todos modos. Sin embargo, tenga en cuenta que es posible que la Oficina necesite comunicarse con usted para hacer una investigación completa. Cuando complete el formulario, entréguelo en la sala 501 del City County Building o envíelo por email a oim@cityofmadison.com.

Paso 2: Reunión con el monitor independiente

Una vez que la OIM haya recibido y revisado este formulario completado, un miembro del personal de la OIM se comunicará con usted para programar una reunión con el monitor independiente. El propósito de esta reunión será hablar sobre su formulario de admisión y cualquier información adicional necesaria para hacer una investigación. No es necesario asistir solo a esta reunión. Puede venir acompañado de cualquier persona que quiera para recibir apoyo o ayuda.

Paso 3: Investigación de la queja

La OIM se comunicará con usted para informarle si se iniciará una investigación completa de su queja. En ese momento, el personal de la OIM programará reuniones periódicas de control entre usted y el monitor independiente.

Paso 4 (si quiere): Mediación con el MPD, acompañado por el monitor independiente

Si se siente cómodo haciéndolo, se puede organizar una mediación con el MPD por su queja. No sería necesario que estuviera solo en dicha mediación. Podría estar acompañado por el monitor independiente o por su propio asesor legal.

Paso 5: Nueva reunión con el monitor independiente para revisar la conclusión de la OIM sobre la investigación.

Una vez finalizada la investigación, lo invitarán a otra reunión con el monitor independiente. En esta reunión, el monitor independiente detallará su reporte final sobre su queja. El propósito de esta reunión es garantizar que esté satisfecho con el alcance de la investigación. Si es necesario, se repetirán los pasos 3 y 4 después de este paso.

Paso 6: Publicación del reporte final de la OIM

Una vez completado el reporte final, se presentará a la Junta de Supervisión Civil de la Policía. Lo invitarán a reunirse con la PCOB en una sesión a puertas cerradas para tratar el reporte en privado con la Junta y dar sus comentarios para la OIM.

Número de referencia de la OIM: __ – _ _ _ - _ _ _ _

Appendix 2: Professional Standards and Internal Affairs Discipline Matrix

Professional Standards and Internal Affairs Discipline Matrix

Eff. Date 10/26/2020

Purpose

This procedure outlines the guidelines and expectations for the Madison Police Department's (MPD) response to complaints and the steps involved in the investigation of complaints. Investigatory responsibilities, the Police Bill of Rights, and the Seven Steps for Just Cause are also detailed. This procedure begins with a description of the Discipline Matrix. A police discipline matrix aims to achieve consistency in discipline and to eliminate the appearance of disparity. This matrix does not remove discretion; it provides a range of possible sanctions, thus providing clarity.

Procedure

The matrix lists both code of conduct violations and Standard Operating Procedural (SOP) violations. It then provides sanction categories **A** through **E.** The least punitive sanctions are category **A,** with sanctions becoming more severe as the categories progress to category **E.**

In each category, there is a recommended guideline of sanctions. These guidelines are based on comparable sanctions for each violation from Professional Standards & Internal Affairs (PSIA) cases in years past.

This matrix captures most violation sanctions that have occurred in the past 25 years. There are code of conduct/procedural categories that are not covered in this matrix. There is the expectation that all policies and procedures will be followed. MPD understands that as times change, policies and expectations will change, and there will be violations that are not covered on the matrix. These violations shall be added to the matrix as deemed appropriate. For code of conduct violations not specified on the matrix, the sanction will be determined by the Chief of Police.

Sanction Categories

Category A	Category B	Category C	Category D	Category E
Conduct violation in a single incident that has a minimal negative impact on the operations or reputation of the MPD. Sanctions listed in the below categories are not considered discipline. Sanction guidelines may include: • Verbal Counseling • Mediation • Documented Counseling A single sanction or a combination of the above listed sanctions may be deemed appropriate. **Training** and/or **Work Rules** can also be ordered in conjunction with any sanctions listed above.	Violations that have more than minimal impact on the operations or reputation of the MPD or that negatively impacts relationships with other officers, agencies, or the public. This includes repeated acts from Category A within time frames listed below. Sanction guidelines may include: • Verbal Counseling • Mediation • Documented Counseling • Letter of Reprimand (First Level of Discipline) A single sanction or a combination of the above listed sanctions may be deemed appropriate. **Training** and/or **Work Rules** can also be ordered in conjunction with any sanctions listed above.	Violations that have a pronounced negative impact on the operations or reputation of the MPD or on relationships with employees, other agencies, or the public. This includes repeated acts from Category B within time frames listed below. Sanction guidelines may include: • Letter of Reprimand • Suspension without pay for one to five days **A single sanction or a combination of the above listed sanctions may be deemed appropriate. Training** and/or **Work Rules** can also be ordered in conjunction with any sanctions listed above.	Violations that are contrary to the core values of the MPD or that involve a substantial risk of officer or public safety. This includes repeated acts from Category C within the time frames listed below. Sanctions guidelines may include: • Suspension without pay for five to fifteen days **Training** and/or **Work Rules** can also be ordered in conjunction with any sanctions listed above.	Violations that are contrary to the core values of the MPD. This includes acts of serious misconduct or acts of criminal conduct. This also involves any conduct that will effectively disqualify an employee from continued employment as a law enforcement officer. Sanction guidelines may include: • Suspension without pay for fifteen days or more • Reduction in rank • Separation from service **Training** and/or **Work /Rules** can also be ordered in conjunction with any sanctions listed above.

Repeated Acts

Repeated acts of category **A** violations within **one year** will increase the repeated violation into category **B.**

Repeated acts of category **B** within **two years** will increase the violation to category **C.**

Repeated acts of category **C** within **three years** will increase the violation to category **D.**

Repeated acts of category **D** within **five years** will result in **separation of service.**

This matrix does not apply to employees with a last chance agreement.

The matrix categories may not be sequentially followed in cases where there may be a number of violations or in cases where there are particularly egregious circumstances. The matrix is considered a guideline only and it is within the Chief of Police's discretion to deviate from the matrix based on the individual case.

Discipline Matrix

Corresponding Code of Conduct Manual Listing *Categories skipped have not had recent previous discipline associated.*		*Category*				
		A	**B**	**C**	**D**	**E**
2.	**Truthfulness**					
	Failure to be truthful.					**X**
	Employees shall not make false reports or knowingly enter false information into any record.					**X**
3.	**Performance of Duties**					
	Failure to respond to dispatch.		**X**			
	Failure to properly perform duties assigned.		**X**			
	Failure to meet expectations of special initiatives.	**X**				
	Failure to notify supervisor of custodial arrest.	**X**				
	Failure to obtain supervisor approval for strip search.			**X**		
	Failure to assist as backup officer(s).			**X**		
	Failure to make an effort to check email and mailbox once per shift and respond accordingly.		**X**			
	Failure to pursue flagrant law violations that they are aware of.		**X**			
	Engaging in activity on duty that does not pertain to MPD business.		**X**			
	Employees shall not sleep, idle, or loaf while on duty.		**X**			
	Supervisors shall not knowingly allow employees to violate any law, code of conduct, or procedure.			**X**		
	All employees shall report fit for duty.				**X**	
	All MPD members shall not be impaired as a result of any drug usage or alcohol. All employees are prohibited from having any measurable amount of alcohol in their system while on-duty. No MPD member shall consume or purchase any intoxicants while in uniform. No MPD member shall consume intoxicants while armed except with the approval of the Chief of Police. It is the responsibility of the employee to consult with their physician to determine their fitness for duty based on their medical condition and/or prescribed treatment.				**X**	
4.	**Absence from Duty**					
	Employees shall not be late or absent from duty without prior permission from a supervisor or the Officer in Charge (OIC).		**X**			
	Failure to respond to subpoena or scheduled training.		**X**			
5.	**Unlawful Conduct**					
	Employees shall not engage in conduct that constitutes a violation of criminal law, or ordinance corresponding to a state statute that constitutes a crime.				**X**	

Corresponding Code of Conduct Manual Listing *Categories skipped have not had recent previous discipline associated.*		*Category*				
		A	**B**	**C**	**D**	**E**
	Employees convicted of first offense OWI.			**X**		
	Failure to immediately notify a supervisor whenever investigating an incident involving a law enforcement officer who is a suspect in any criminal activity or OMVWI.			**X**		
6.	**Notification Required of Law Enforcement Contact**					
	Failure to notify of contact by any law enforcement agency regarding their involvement as a suspect, witness, victim, or contact in criminal conduct, or violation of municipal ordinance for which a corresponding state statute exists (ex. OWI or Hit and Run). The employee SHALL report the incident to their commanding officer or the OIC within 24 hours of the contact, or their return to duty, whichever comes first. This must be done in person or via telephone.		**X**			
7.	**Equal Protection**					
	Employees shall not show bias based on relationships in investigative decisions, or assist in investigations or enforcement decisions.		**X**			
	Employees are prohibited from interfering in the normal processing of traffic/parking citations or otherwise disrupting enforcement of the law by other members of the MPD. If a supervisor orders a change in an enforcement decision and a subordinate feels it is wrong, it should be reported to a commanding officer.		**X**			
9.	**Harassment**					
	Employees shall not engage in harassment or to retaliate against an employee who reports such harassment. (For definition of harassment, see APM 3-5.)			**X**		
	Supervisors shall not allow employees under their command to engage in harassment or permit retaliation against an employee who reports such harassment.			**X**		
	Employees shall not engage in sexual harassment; this includes unwanted sexual advances.			**X**		
10.	**Courtesy, Respect and Professional Conduct**					
	Failure to be courteous to the public and to coworkers and shall avoid the use of profane language or gestures. Employees shall also avoid actions that would cause disrespect to the MPD.		**X**			
	Employees shall not act so as to exhibit disrespect for a supervisor.		**X**			
	Employees shall not speak derogatorily to others about orders or instructions issued by supervisors.		**X**			
	Employees shall use police communications systems, email, and radios only for official police business and shall exhibit courtesy during the transmission of all messages.		**X**			
11.	**Public Criticism**					
	Employees shall not publicly criticize the operations or personnel of the MPD if such criticism undermines the discipline, morale, or efficiency of the MPD. This applies both on duty and off duty.		**X**			
12.	**Use of Force**					
	9A Employees shall not use deadly force when a lesser degree of force was reasonable.					**X**
	9B Employees shall not use excessive force when a lesser degree of force was objectively reasonable.				**X**	
13.	**Vehicle Operation**					
	Employees shall operate city vehicles with due regard for safety.			**X**		

Corresponding Code of Conduct Manual Listing *Categories skipped have not had recent previous discipline associated.*		*Category*				
		A	**B**	**C**	**D**	**E**
14.	**Insubordination**					
	Failure to promptly obey lawful orders from any supervisor. This includes violations of work rules. If these orders conflict with code of conduct or procedure, the ordered member shall call attention to this conflict. Any unlawful orders shall be promptly reported to the Chief of Police.			**X**		
16.	**Criminal Association**					
	Failure to avoid regular or continuous associations or dealings with persons known to be engaged in ongoing criminal activity, under indictment, on probation, parole, house arrest, or Huber. Association consists of more than a single occurrence.			**X**		
20.	**Cooperation with Investigations Required**					
	Failure to cooperate in internal investigations of alleged misconduct, illegal activity, or code of conduct violations. This includes failure to answer questions or submit to proper investigative techniques.					**X**
21.	**Access to Police Records**					
	Employees shall not access MPD official records for any reason inconsistent with their professional duties.			**X**		
	Employees shall not release official records of the MPD for reasons inconsistent with their professional duties.			**X**		
	Employees shall not tamper with any MPD records system.			**X**		
STANDARD OPERATING PROCEDURES						
SOP	**Transportation and Treatment of Prisoners**					
	Failure to take all reasonable precautions necessary to secure and safely transport prisoners in accordance with SOP.		**X**			
SOP	**Status Changes**					
	Failure to report changes in address or telephone number within 24 hours after making such changes by submitting in writing the changes to the Chief of Police's Office, their commanding officer, and the shift OIC. All employees shall maintain a working telephone number. Officers shall promptly notify their commanding officer if their drivers license status changes.	**X**				
SOP	**Search and Seizure**					
	Failure to obtain Command Approval for search warrants for any building or dwelling. This does not include search warrants for property or vehicles that are already in MPD custody. Tactical execution of warrants will only be performed by personnel with appropriate training and who are in uniform or otherwise clearly identifiable as police officers.		**X**			
SOP	**Police Weaponry**					
	Failure to adhere to the specifics of this procedure as described in the SOP.		**X**			
SOP	**Firearms Safety**					
	Employees who have been trained in MPD firearms safety shall strictly adhere to all safety guidelines when handling firearms to prevent unintentional discharges. This applies both on and off duty.			**X**		
	Unintentional discharge on the range line (no injury or horseplay).		**X**			
	Failure to ensure the security and safe storage of MPD approved weapons. This applies both on and off duty.		**X**			

Corresponding Code of Conduct Manual Listing *Categories skipped have not had recent previous discipline associated.*		*Category*				
		A	**B**	**C**	**D**	**E**
SOP	**Use and Care of City-Owned Property**					
	Failure to adhere to prescribed procedures for check out and use of any MPD owned property. Members of the MPD are responsible for the good care of MPD property and shall promptly report to their supervisor in writing the loss of, damage to, or unserviceable condition of such property.		**X**			
	Unintentional discharge of electronic control device if it occurs in the armory during the check out process and no injuries.	**X**				
	Failure to drive city owned vehicles with due regard for safety at all times.			**X**		
	Employees shall not use any MPD property for private purposes unless permission is first obtained from the Chief of Police.		**X**			
SOP	**Property Handling**					
	Failure to take all precautions necessary to guarantee proper handling of evidence and any property seized, received, or found and shall conform to MPD procedure for handling and disposition; a written record of the property disposition shall be included in the employee's report.		**X**			
	Destruction of property without following normal tagging procedures.			**X**		
	Failure to adhere to the specifics listed in detail in this SOP.		**X**			
SOP	**Personal Appearance**					
	Failure to adhere to personal appearance code of conduct described in the SOP.	**X**				
SOP	**Identification of Employees**					
	Failure to identify with name, rank, and employee number when requested to do so. Plain clothes officers will ID themselves with badge and ID card.		**X**			
SOP	**Reporting**					
	Failure to write accurate and complete reports and reports shall be completed promptly.		**X**			
	Failure to complete reports in all arrests, use of force, stops, frisks, criminal investigations, property/evidence handling, and other cases outlined in SOPs.		**X**			
SOP	**TIME System Access**					
	TIME system access will be in strict compliance with their procedures and information gleaned shall be disseminated in accordance with the SOP.		**X**			
SOP	**Stop and Frisk**					
	Failure to adhere to the specifics listed in this SOP.	**X**				
SOP	**Searches**					
	Failure to adhere to the specifics listed in this SOP.		**X**			
SOP	**Handling of Evidence, Contraband, Found or Lost Property**					
	Failure to adhere to the specifics listed in this SOP.	**X**				
SOP	**Use of Mobile Data Computers**					
	Failure to adhere to the specifics listed in this SOP.		**X**			
SOP	**Off-Duty Officer Responsibilities**					
	Failure to adhere to the specifics found in the SOP.		**X**			
SOP	**Traffic/Parking Enforcement and Crash Investigation**					
	Failure to promptly report to an on-duty supervisor any accident with damage to any city owned motor vehicle operated by them or in their charge. An employee shall request a field supervisor be dispatched to supervise any accident investigation.		**X**			
SOP	**Outside Employment**					
	Failure to adhere to the specifics as described in the SOP.	**X**				
SOP	**In-Car Video System**					
	Failure to log into squad video system		**X**			
	Failure to sync in-car video microphone		**X**			
	Failure to wear microphone		**X**			

Corresponding Code of Conduct Manual Listing *Categories skipped have not had recent previous discipline associated.*		*Category*				
		A	**B**	**C**	**D**	**E**
SOP	**Social Media – Off Duty**					
	Failure of personnel to appropriately represent MPD honestly, respectfully, and/or legally while on- or off-duty through the use of social media. Personnel are expected to represent the Core Values of the MPD at all times even when using the internet for personal purposes.		**X**			
SOP	**Emergency Vehicle Operation**					
	Unauthorized Pursuit.		**X**			
	Improper Use of Warning Devices and Other Safety Equipment.		**X**			
	Failure to Operate With Due Regard.			**X**		
	Improper or unsafe routine vehicle operation maneuver.		**X**			
SOP	**Police Vehicle Parking**					
	Failure to adhere to the specifics listed in this SOP.		**X**			
SOP	**Domestic Abuse**					
	Failure to Complete a Required Report Where No Arrest.		**X**			

See Code of Conduct manual and SOPs for detailed description of code of conduct/procedures. The above-described policies/procedures are general summaries and are not meant to be all inclusive.

Not all policies are listed in the matrix; however, all code of conduct/procedural violations will be enforced.

Sanction Options in Internal Investigations

These levels **are not considered formal discipline:**
1. Verbal Counseling.
2. Training.
3. Mediation: in minor complaints, if both parties are MPD employees and mutually agree, mediation will be arranged through Employee Assistance Program (EAP) using a professional mediator.
4. Work Rules.
5. Documented Counseling.

The levels covered below **are considered formal discipline** and are placed in the employee's personnel file:
1. Letter of Reprimand.
2. Suspension without Pay.
3. Reduction in Rank.
4. Separation of Service.

Employees receiving formal discipline are not eligible for promotion or selection to a closed position for a period of one year from the date of the incident leading to discipline.

Restorative Performance Initiative

MPD employees who have received a Letter of Reprimand (considered discipline) may be eligible for Restorative Performance based on the Chief of Police's discretion. By taking part in Restorative Performance, the Letter of Discipline may be reduced to Documented Counseling (not considered discipline).

The following are requirements for successful completion of the Restorative Performance Initiative:
- No prior sustained cases resulting in discipline and no recent (last five years) sustained violations
- Offered at the Letter of Reprimand level of discipline.
- Officer will attend training in a field related to what Code of Conduct, Standard Operating Procedure, or City APM was violated.
- Officer will provide a written summary of the training attended and demonstrate knowledge learned.

- No additional Code of Conduct, Standard Operating Procedure, or City APM violations that result in discipline within one year from date of agreement.

An employee who is participating in the Restorative Performance Initiative will have the PSIA case held in "open" status for one year. If the above listed requirements are met after one year, the Letter of Reprimand is amended to Documented Counseling and the case status will be removed from the employee's personnel file.

If the employee is unsuccessful in completing the program, the discipline will be maintained as a "Letter of Reprimand."

Multiple Violations

In cases where there may be multiple code of conduct/procedural violations involved with a single investigation, each violation may receive a separate and distinct sanction.

Police and Fire Commission (PFC)

The PFC is established by Wis. Stats. Sec. 62.13. The PFC appoints all commissioned officers and establishes hiring guidelines. Charges may be filed against an officer by the Chief of Police, member of the PFC, or by any aggrieved party. These charges may request that an officer be reduced in rank, suspended, or removed. Under the statute, the PFC shall hold a hearing on the charges and evidence shall be presented. After the presentation of evidence, the PFC must determine that the seven just causes (outlined in Wis. Stats. Sec. 62.13(5)(3m)) have been met. If the PFC determines there is just cause to sustain the charges, the PFC may suspend, reduce in rank, suspend and reduce in rank, or remove the officer.

Rights of the Chief of Police/Right of Deviation

The Chief of Police reserves the right of suspension, transfer of assignment and extension of probation, counseling, alcohol/drug assessment, psychiatric evaluation, fitness for duty evaluation, or any other training, treatment, or evaluation reasonably deemed necessary by the Chief of Police, in certain cases. The Chief of Police also reserves the right to file charges with the PFC as outlined above. The Chief of Police also reserves the right to terminate civilian employees with just cause.

The Chief of Police or designee will approve all discipline.

The Chief of Police reserves the right to hold suspension days in abeyance.

The Chief of Police reserves the right to deviate outside the recommended Matrix guidelines. If a deviation occurs, the factors leading to the deviation shall be addressed in the discipline notice to the employee. Deviation may be based on mitigating or aggravating factors.

The Chief of Police will make the final determination of disposition.

EXAMPLES OF MITIGATING AND AGGRAVATING FACTORS

Mitigating factors include but are not limited to:

- Ordered by supervisor.
- Mistake of facts.
- Necessity.
- Unintentional.

Aggravating Factors include but are not limited to:

- Inappropriate use of force.
- Personal motive.
- Intoxication.
- Conspiracy.
- Criminal conduct.
- Deception.
- Intentional act.

Nothing in this code of conduct shall be construed to limit the management prerogative of the Chief of Police, nor any other supervisory officer, to take corrective action whenever appropriate.

The Chief of Police may file formal charges against an employee, with the appropriate authorities, irrespective of an internal investigation.

Civilian Employees

All employees are expected to adhere to the MPD code of conduct, SOPs, city administrative procedural memoranda (APMs), and the City of Madison Employee Benefits Handbooks. This discipline matrix is not meant to cover civilian employees of the MPD. Discipline matters resulting from a sustained finding involving non-commissioned personnel follow the overall City of Madison Personnel Rules.

In situations where there is a conflict between the MPD Code of Conduct, SOP, APM or the Employee Benefit Handbook, the most stringent rule, code, guideline shall apply.

Probationary Police Officers

This matrix SOP may not apply to probationary police officers whose employment status is subject to their probationary performance.

Original SOP: 02/27/2015
(Revised: 02/29/2016, 03/21/2016, 01/06/2017, 06/15/2017, 07/06/2017, 12/06/2017, 06/08/2018, 05/31/2019, 01/03/2020, 01/09/2020, 10/26/2020)
(Reviewed Only: 01/30/2019)

Appendix 3: Memorandum of Understanding Between the Office of the Independent Monitor and the Madison Police Department and Addendum to the Memorandum of Understanding

Memorandum of Understanding between the Madison Police Department and the Office of the Independent Police Monitor regarding access to MPD Records and Information

A. THE OFFICE OF THE INDEPENDENT MONITOR

The Office of the Independent Police Monitor ("OIM") was created for the purpose of providing civilian oversight of the Madison Police Department ("MPD") and ensuring that the MPD is accountable and responsive to the needs and concerns of all segments of the community, thereby building and strengthening trust in the MPD throughout the community. The OIM is managed and directed by the Independent Monitor ("the Monitor"), a full-time employee of the City of Madison, recruited and appointed by the Police Civilian Oversight Board ("PCOB") through a broad community-based outreach, and finally confirmed by the Common Council. The Monitor is responsible for ensuring that the duties of the OIM are fulfilled in consultation and collaboration with the Board, per MGO 5.19(2).

B. OIM AUTHORITY TO ACCESS TO MPD RECORDS

The OIM's authority to access MPD records derives from Section 5.19(7)(i) of the Madison General Ordinances which states that "[t]he OIM shall, to the extent permitted by law, have unfettered access to all MPD records, policies, Standard Operating Procedures, data, computer databases, and other information necessary to fulfill the duties of the OIM." Additional authority comes from Wisconsin's Public Records Law. MPD agrees to provide a timely reply to the Office of the Independent Monitor (OIM) to requests for records held and created as public records by the MPD to advance the purpose of the OIM as enacted by Common Council. This timely reply may require the viewing of records in an office at an MPD designated area.

C. TYPES OF RECORDS HELD BY MPD

Attached to this MOU is a list of records held by MPD so the OIM will know what records are available. This list may be updated and modified without having to amend the MOU.

D. RELEASE OF RECORDS BY CATEGORY

Release For Public Disclosure with Or Without Redaction (Green Flag)

Records permissible for immediate disclosure to the public, by the OIM, without further review or consultation with MPD. Records for immediate release may have redactions to the record and contain only such information that would, subject to MPD's custodial authority, be released to the public under the balancing test as set forth in Wisconsin law and/or in accordance with the Wisconsin Public Records laws, Wis. Stat. secs. 19.31-39 or any other applicable State or Federal law. These records may be shared freely amongst OIM staff, the PCOB, other government agencies, and the public through open records requests. The OIM agrees to accept the redactions to these records in order to expedite the duties and obligations of both city agencies. No "reply letter" will be provided to the OIM for these requests unless the OIM requests a letter.

EXAMPLES: arrest information (Newspapers v. Breier, 89 Wis. 2d 417), anonymous crime data, and MPD policies and agreements.

Confidential Records Released Only to The OIM (Red Flag)

Confidential records are records where the information has not been publicly shared or records, in their entirety, that cannot be redacted to make them releasable to the public. This category includes cases that are open and active and under investigation by Madison Police Department. These records contain information that is explicitly barred from public disclosure by law under the balancing test as set forth in Wisconsin law and/or in accordance with the Wisconsin Public Records laws, Wis. Stat. secs. 19.31-39 or any other applicable State or Federal law. Confidential records will not, under any circumstance, be distributed, published, or presented to the PCOB, other government agencies, and/or the public through open records requests. Confidential records are for OIM use only and will be designated as such with a stamp prior to being released to OIM. If OIM finds it necessary to make portions of a confidential document public to fulfill its statutory duties, OIM agrees to provide the document to MPD for redactions such that it would become information the OIM could publicly share. The OIM understands that at the time of the request, some open and active cases may not be able to be redacted to allow public release by the OIM.

EXAMPLES: juvenile information, employee information identified in Wis. Stat. 19.36(10)(a), and records under the protection of a court order of confidentiality.

Personnel Records and Internal Investigations (PSIA)

Release of Personnel Records and Internal Investigation (PSIA) records may be governed by other state and federal laws outside the public records law (including labor law) which may impact either the timing of the record release or the redactions made to the records. For example, in some cases, employee notice must be given before records may be legally released by MPD. In other cases, the discipline process may not be concluded which could impact the employee's rights under State labor law. When

OIM requests a personnel record, MPD agrees to inform OIM of the status of the investigation including any discipline or PFC process. MPD and OIM will work together in good faith to determine when the records can be released and whether they will be processed as confidential or released with or without redactions. In some cases, if other legal proceedings are pending that could be impacted by a public record release, MPD and the OIM agree to consult with the City Attorney's office to prevent any adverse legal consequences for the City. OIM agrees to contact MPD prior to any public (outside OIM) release of any part of an employee's personnel record to allow for discussion, review, appropriate statutory and common law redactions in protection of complainants or witnesses, and to provide the required statutory notice under Wis. Stat. §19.356 before public release. When the OIM requests a personnel record for internal use only with no public release, MPD will provide a courtesy notice to the subject of the personnel record request.

E. ACCESS TO DATA

MPD creates and keeps case and incident information in a records management system. This records management system contains confidential information regarding cases for MPD as well as all consortium members and information from the FBI and other federal law enforcement agencies. MPD cannot release other consortium members' data. To the extent the OIM is asking for MPD data, the release of this data will be governed by the agreement listed above. Confidential data will be released as confidential data and marked in some way in the database itself; this data may not be released by the OIM to anyone. If the OIM requests data that could be released as a public record, the MPD will release the data as a public records request.

F. PROCEDURE OF RELEASE OF RECORDS TO THE OIM

- Request from OIM to Executive Office or Records Custodian.
- MPD response acknowledging OIM request.
- MPD review and determination if the records can be a public release (with or without redaction) or whether they are released as confidential OIM use only in accordance with the public records laws and other laws that govern law enforcement records.
- Confidential records will be stamped stating CONFIDENTIAL RELEASE TO OIM ONLY
- In the interest of faster record processing, OIM and MPD agree to waive the standard reply letter unless either OIM or MPD determine one is necessary for a particular request.
- At any time, an individual may sign an informed consent form for release of records related to themselves that would not otherwise be released to the public. This includes parents or legal guardians for some records related to their children/ward. Wis. Stat. 48.396, 938.396(1)(c)2. To facilitate the release of these records, the OIM can provide MPD with a release from the individual.

- If there is a request made from the OIM that is extremely time sensitive as determined by the OIM, the MPD agrees to make all reasonable efforts to comply with the timeliness of the OIM request. MPD agrees to prioritize all records requested by the OIM.

G. PRIOR NOTIFICATION OF PUBLIC RELEASE OF ACTIVE INVESTIGATIONS AND PERSONNEL RECORDS

Active Investigations.

It is anticipated that some information regarding open and active investigations may be of critical interest to the public, particularly critical incidents, investigations with a high level of public interest, or investigations directly related to an independent investigation conducted by the OIM in accordance with MGO 5.19 (7)(b)1. In an effort to balance the public's need to know with MPD's duty to investigate crimes, to the extent MPD is the investigating agency, the release of information from the OIM may be handled jointly between the Monitor and MPD's Public Information Officer or Assistant Chief of Support & Community Outreach (or designee). Working together, the Independent Monitor and MPD will review the information released to the OIM and the OIM planned public release to determine what information may be publicly released in keeping with state or federal law governing law enforcement records release including release of active investigation information. A representative of the City Attorney's Office may be present at such meetings to provide insight and guidance.

Personnel Records.

The OIM agrees to consult MPD prior to any release if the Independent Monitor decides to include an MPD personnel record as an attachment or exhibit in any investigation, report, or any other document the OIM is creating with the intent to publish, present, or distribute outside the OIM. Once contacted, OIM and MPD will discuss and review the records to determine if any statutory redactions should be made or if redactions should be made to protect those that provide information such as complainants, victims or witnesses.

H. DISPUTE RESOLUTION

Recognizing that communication and understanding is the best way to resolve any disagreements, OIM and MPD agree to engage in regular discussions with the Assistant Chiefs of Investigative & Specialized Services and Field Operations, or their appointees, MPD Director of Data, Reform and Innovation, and the MPD Records Custodian on the matter of Law Enforcement Sensitive Information (LESI) and other information the Monitor may be exposed to which, if known to the public, could endanger officer and individuals' safety or jeopardize MPD's effectiveness in the detection and investigation of crimes. MPD and OIM agree to work cooperatively together, in good faith, to resolve

any disagreements regarding this MOU and/or the availability of MPD records to the OIM.

I. AMENDMENTS AND ADDENDUMS

This MOU may be modified or amended, or the provisions waived with the written consent of both the Chief and the Independent Monitor, witnessed by the City Attorney.

This MOU and any of its addendums, appendices, or indexes is a “record” under the Wisconsin Public Records Law and is subject to public disclosure. Wis. Stat. sec 19.32(2).

Shon F. Barnes — 01/04/2024

Shon F. Barnes, Chief of Police — Date

Michael Haas — 1/2/2024

Michael Haas, City of Madison Attorney — Date

Robert Copley — 1/4/2024

Robert Copley, Independent Police Monitor — Date

Appendix 4: Use of Force Allegation Sustain Rate Analysis

U.S. Law Enforcement Management and Administrative Statistics (LEMAS) datasets provide information on the number of use-of-force complaints that were sustained and not sustained across thousands of U.S. law enforcement departments. We note that municipal police departments show extreme variation in the rate at which use-of-force complaints are sustained, possibly because of the lack of specificity and room for subjective interpretation in the Graham v Connor Constitutional standard governing law enforcement use-of-force.[1] A very substantial fraction of U.S. police departments almost never sustain use-of-force complaints. Upon fitting a beta-binomial model to the number of use-of-force allegations that were sustained and not sustained across metropolitan police departments in the LEMAS 2020 data, using the VGAM package in R, and thereafter using the rmutil package of R to estimate tail probabilities, we found that 39.3% of the probability mass of the distribution fell at or below the level of MPD (representing departments with comparably low sustain rates).

Rather than merely comparing MPD's sustain rate to a national average (including many departments with very different characteristics), we wished to examine how it would compare to departments with MPD's characteristics. LEMAS datasets include a rich set of variables capturing law enforcement department characteristics. We used LEMAS 2020 data for municipal police departments to build a model predicting the expected use-of-force complaint sustain rate in a department with MPD's characteristics. Specifically, using R's caret and glmnet packages, we performed an elastic net regression (i.e., a method combining ridge and lasso regularization approaches), with 10-fold cross-validation, to fit a quasibinomial (over dispersed binomial) general linear model. The resulting model retained 25 out of 442 variables (i.e., with nonzero coefficients). Examples of some of the variables predictive of the sustain rate for use-of-force complaints were the proportion of Black officers in a department, the extent to which the department practiced community policing, hours of field training required for new officers, and whether the department used computer-aided dispatch on a regular basis. The predicted use-of-force allegation sustain rate for a department with MPD's characteristics was 8.99%. The overdispersion coefficient for the model was 0.174. We also fit a beta-binomial model with a

logit link function, using the retained predictor variables, which produced a similar overdispersion coefficient of 0.168.

Using the DFBA package of R with a beta-binomial model, we tested a null hypothesis that MPD had a true sustain rate at or above that expected for a department with its characteristics, versus an alternative hypothesis that MPD's true sustain rate was lower. The Bayes factor estimate for the alternative over the null hypothesis was 847,715, meaning that there was overwhelming evidence for the alternative hypothesis. However, in examining tail probabilities with the rmutil package of R, we also found that for our model of departments with MPD's characteristics, 70.6% of the probability mass fell at or below the level of MPD (i.e. representing comparable or lower sustain rates).

Appendix # 5: Blank OIM Investigation Report Template

OFFICE OF THE INDEPENDENT MONITOR

210 Martin Luther King Jr. Blvd, Room 501, Madison, WI 53703

www.cityofmadison.com/independent-police-monitor

OIM@cityofmadison.com | (608) 261-7161

[DATE]

[TITLE]

The Office of the Independent Police Monitor (OIM) was created for the purpose of providing civilian oversight of the Madison Police Department ("MPD") and ensuring that the MPD is accountable and responsive to the needs and concerns of all segments of the community, thereby building and strengthening trust in the MPD throughout the community. The OIM actively monitors the MPD's compliance with its own Standard Operating Procedures ("SOPs"), governing laws, and lawful orders from the Common Council. The Monitor may submit requests to the MPD and the Chief of Police to investigate or further investigate any matter the Monitor is reviewing. At any time, the Monitor may choose to undertake their own independent investigation of MPD personnel, including the Chief of Police and all represented and non-represented MPD personnel, in response to external or internally generated complaints of misconduct. Based on its review of MPD programs, activities, investigations, and use-of-force incidents, the OIM may make recommendations to the Chief of Police regarding administrative action, including possible discipline, for such personnel. Based on its review of MPD programs, activities, investigation, and use-of-force incidents, the OIM may refer appropriate cases to the Police and Fire Commission ("PFC") so that PFC members may consider initiating disciplinary action. Finally, the OIM may appoint counsel to provide representation to aggrieved individuals in presenting and litigating complaints against MPD personnel with the PFC, to the extent the Monitor concludes that those complaints have arguable merit.

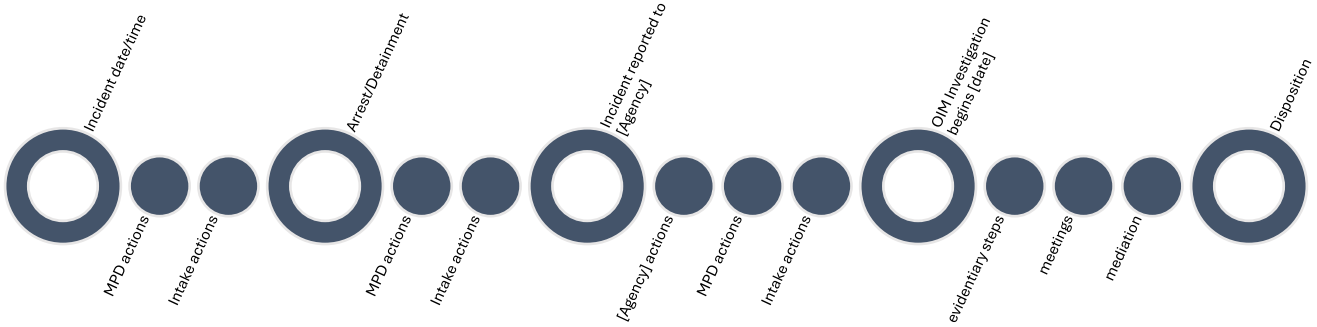
PS&IA	
MPD	
PFC	
OIM	
Other:	

Involved MPD Employees:

Allegation Findings by MPD			
MPD Employee	Allegation	PS&IA Recommendation	Chief Recommendation

I. Summary of the Facts

II. Timeline



III. Evidentiary Analysis

a. Interviews
b. A/V Recordings
c. Relevant Reports

IV. Summary of Allegations

V. OIM Analysis

a. Are there any disciplinary charges not included in the PS&IA investigation which OIM asserts could have been brought?
b. Does the investigation suggest policy, procedure, risk management or liability issues that were not adequately addressed by the Department?
c. Should training or other programs have been required of the accused employee?
d. Were there any other OIM concerns with the investigation and, if so, what allegation do they pertain to?

VI. Additional Concerns and Questions

VII. Conclusion and OIM Recommendations

Appendix 1: Policy Recommendations

Appendix 2: MPD Response to this Report

Appendix 3: [relevant publishable reports/exhibits]

Appendix # 6: OIM Continuation of Operations Plan

Continuation of Operations Policy of the City of Madison Office of the Independent Monitor

8/1/2024

The purpose of this Continuation Of Operations Policy (COOP) is to maintain the functionality of the Office of the Independent Monitor (OIM) in the event of an extended absence of one of the OIM's three staff members for one (1) to four (4) consecutive months.

Critical Operations of the OIM

A "Critical Service" is a task or obligation of the OIM that cannot be stopped at any point without materially harming the OIM's ability to fulfill its duties. "Non-Critical Services" include any service that can be delayed or paused for 1 to 4 months without materially harming the OIM's ability to fulfill its duties.

The critical services anticipated by this COOP are as follows:

- Staffing of PCOB Meetings
- Receiving/Logging Complaints
- Continuing open investigations
- Finance/Payroll tasks
- Email correspondence with the Public and other Departments
- Facilitate coordination between Office and Board
- Appointing attorneys to represent complainants

Flow of Critical Responsibilities

The OIM is a very small department of only three full-time positions. As a result, the best method for continuing operations is to establish training and experience redundancies for critical services. Each staff member is assigned a role as Primary, Secondary, or Tertiary for each critical service. If the Primary on a critical service is on an extended absence, the responsibility for that critical service falls to the Secondary. This system of cascading responsibilities will be followed by the OIM for the above listed critical services, except "Continuing open investigations" and "Appointing attorneys to represent complainants."

The Primary/Secondary/Tertiary roles of each staff member are outlined in the table below. "OM" refers to the OIM Office Manager. "IM" refers to the Independent Monitor. "DA" refers to the OIM Data Analyst.

Responsibilities	Primary	Secondary	Tertiary
Staffing the PCOB Meetings	OM	IM	DA
Receiving Complaints	OM	DA	IM
Continuing open investigations	IM	Board	Backup
Finance/Payroll	OM	IM	City Backup
Coordination between Office and Board	OM	IM	DA
Appointing attorneys	IM	Board	Backup
Email correspondence	OM	DA	IM

Continuing Open Investigations and Appointing Attorneys

The critical services of "continuing open investigations" and "appointing attorneys" cannot be passed down to the Office Manager or Data Analyst. These are two services that are provided on a case-by-case basis and a great deal of discretion is involved. Therefore, in the event of the Independent Monitor's extended absence of one (1) to four (4) months, the Police Civilian Oversight Board will make such decisions.

Continuing Open Investigations

The absence of the Independent Monitor will effectively freeze any investigations the Monitor was conducting prior to their absence. If there is an exigent need to continue the investigation before the Monitor will return, the PCOB will have the opportunity to hire a Limited Term Employee (LTE) for the specific purpose of preserving the investigation. Final decisions and conclusions of an OIM investigation are reserved for the Independent Monitor and cannot be delegated to an LTE. The purpose of hiring an LTE is not to open new investigations or close existing investigations but to continue the work needed in an investigation that was ongoing at the time the Monitor's absence began. The work needed in an investigation may be time-sensitive and this decision, whether an investigation can be paused during the Monitor's absence, should be made on a case-by-case basis.

Appointing Attorneys

Per MGO 5.19 and 5.20, the PCOB creates and maintains a list of attorneys the Monitor may appoint to represent a complainant in front of the PFC. In the event of the Monitor's extended absence, the Chair of the PCOB may make such appointments on behalf of the Monitor.

Training, Testing, and Revision

With the exception of "continuing open investigations" and "appointing attorneys," all other critical services can be performed by more than one person in the OIM. Staff will be trained across all these critical services and will follow the Flow Order of Critical Responsibilities

on a daily basis with normal absences. For example, on a day that the Office Manager calls in sick, the Independent Monitor will take primary responsibility for that day in “staffing the PCOB meetings” and the Data Analyst will take primary responsibility for that day in “email correspondence” and “receiving complaints.”

These expected absences will provide opportunities to test Secondary and Tertiary staff members’ familiarity with their respective critical services. If a Secondary is struggling to perform their critical service, the Tertiary is on hand to assist. The Secondary can then receive additional training in any critical service they need.

Revisions to this policy will be made by the Independent Monitor, as the department head of OIM, but presented to the next available meeting of the PCOB Policy and Procedure Subcommittee for review.

Appendix #7: Complaint Process Resource Packet

Resource Packet for the City of Madison's Office of Independent Monitor (OIM) and Police Civilian Oversight Board (PCOB) Citizen Complaint Process

Prepared by Robert Copley, Independent Monitor

April 20, 2023

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Procedural Justice

NACOLE Written Testimony for the President's Task Force on 21st Century Policing (1/9/2015), page 4

Central to police legitimacy is the idea of procedural justice: perceptions of fairness in the administration of justice and the fair and impartial exercise of police discretion. And, while officers have an obligation to be impartial and enforce the law fairly, procedural justice also calls upon officers to treat people with dignity and respect, as doing so is equally as important, if not more so. **Procedural justice encompasses not only the way an officer interacts with the public, but also requires that members of the public have an effective procedure to raise concerns about police conduct.**

Unfortunately, individuals who feel they have been wronged by a police officer are often hesitant to approach the department that employs the officer with their concerns. They may feel intimidated, or doubtful that the department will be interested in, or even capable of, taking a truly unbiased look at their concern. Without an alternative procedure to raise concerns about officer behavior, some members of the public are left to conclude that they have no trustworthy, legitimate avenue for such redress and, even more troublingly, view the entire law enforcement "system" as structured in a way for the police to avoid being held accountable.

Outside review of the police provides an opportunity for those who seek to complain against the police to raise their concerns with fellow citizens, who do not fall within the sworn chain of command of the police department. **Acknowledging that oversight agencies' authorities vary from place to place, it is often these agencies that skeptical complainants can turn to in order to feel that their concerns will truly be heard and responded to fairly.** Beyond providing procedural justice for specific complaints, overseers can also establish a procedure for review of critical and high profile incidents, such as officer-involved shootings, in-custody deaths, and uses of a TASER, all of which can leave a community clamoring for justice and, potentially, lacking faith in the involved police department's ability to remain unbiased. Furthermore, as civilian overseers look at individual complaints or critical incidents, they gain unique insights and perspectives that put them in a position to identify systemic issues that are

most effectively addressed through a change in department-wide policy or training. Ultimately, this impact on systemic issues can further improve police-public interactions and strengthen the community's belief that their police are procedurally just.

Finally, as law enforcement agencies work to adopt a culture of procedural justice, civilian oversight can help communicate to the public the steps being taken and why they are worthy of trust and will serve legitimacy. Police oversight also can audit such efforts to provide the community with reliable information about police agency progress. Law enforcement agencies that are proactively and genuinely striving to provide constitutional policing that is responsive to community needs can find that their own attempts to communicate their efforts to the public are futile because the agency has lost credibility with the public. However, when independent overseers who are charged with looking critically at the department communicate the same message about the department's reform efforts, the public may be more receptive to the message. This is one more illustration of how civilian oversight acts as a bridge connecting, or in some cases reconnecting, law enforcement agencies with the communities they serve.

Procedural Justice and Legitimacy

www.nacole.org/procedural_justice_and _legitimacy

Procedural justice and legitimacy should serve as core principles guiding the work and processes of effective civilian oversight. Rooted in behavioral psychology, procedural justice typically centers on how authority is exercised. For entities whose authority is established by law, the recognition of their right to that authority and perceptions of how fairly that authority is exercised are crucial components of legitimacy. **Research has shown that procedurally-just interactions between law enforcement and the community positively impact the public's compliance with laws and willingness to assist in crime control efforts.**

The literature has also shown that **officer perceptions of a procedurally-just work environment is associated with reduced misconduct and corruption, as well as greater endorsement of policing reforms, reduced mistrust and cynicism with the community, willingness to obey supervisors, and increased officer well-being.** Though the literature on

procedural justice and civilian oversight is relatively sparse, there is research supporting the notion that **procedurally just complaint processes — where complainants report being satisfied with the quality of communication and the process — increase complainant satisfaction.**

How can we support victims of real or perceived police misconduct or criminal acts committed by police officers?

NACOLE Guidebook for the Implementation of New or Revitalized Police Oversight (2016), pg. 32

It is very important to realize that a victim's reality is based on his or her own experience and not on an oversight practitioner's expertise. **It is generally not prudent for an oversight practitioner to listen to a complaint and immediately respond with a statement or conclusion that the police officer's action did or did not violate police department policy – even when that may appear to be the case.** Oversight agencies must honestly project themselves as caring places where people can expect a welcoming ear and a helpful response. One of the most crucial needs of someone who feels they have been mistreated by law enforcement is the need to have their concern genuinely heard and acknowledged, regardless of the eventual outcome of any forthcoming investigation.

One important way to ensure that victims of wrongdoing are being properly acknowledged by oversight is to train staff to become active listeners. Among other things, this requires training in withholding premature judgments or attempting to educate the complainant on police department policy before hearing the complainant's full concern.

The initial intake of a complaint can often be the most important encounter the complainant will have with an oversight agency. Complainants should be assured that their story will be heard as they want to state it, and that the information will be carefully screened to determine what action the agency may take within its established authority.

Some oversight agencies form screening committees to examine each new complaint and ensure that it is processed in accordance with the agency's duty and authority. Ideally, such

screening committees should include multiple members with a goal of ensuring that any potential ethnic, race, gender or age-related bias be minimized as much as possible.

Acknowledging victims can also help them understand what limitations exist in oversight's ability to respond to their concerns. It is deeply important not to create false expectations by overpromising what can be done. This requires every member of an oversight agency, staff at all levels included, to know what alternative external resources may be available for those cases that the agency is not allowed to take on itself. **Every discussion at a case screening should include where to refer the complainant if no action is possible by the agency on the complainant's behalf.**

Confidentiality, Anonymity, and Protection from Retaliation

www.nacole.org/confidentiality

Effective civilian oversight must function with the same integrity, professionalism, and ethical standards it expects from and promotes for law enforcement. Stakeholders and the community must remain confident that civilian oversight will protect sensitive information as well as those who disclose it. **An oversight agency cannot maintain credibility, legitimacy, and public trust if it does not or cannot respect confidentiality agreements, maintain the anonymity of those who wish to share information anonymously, and work towards creating an environment where those involved with or contacting the oversight agency can do so without fear of retaliation or retribution.**

Managing Expectations of Complainants

The complainants should, at the outset, be aware what limitations exist on their complaint. Further, they should understand where their complaint can lead to, who can view it, and how their safety will be protected. Finally, complainants should understand what actions the OIM can and cannot take in response to their complaint and what alternatives exist through different agencies such as the PFC, Common Council, or MPD itself.

The complainants should expect and experience, at all points in the complaint process, thoughtful and trauma-informed discussion and consideration. They should also understand the primary purpose of the complaint process is accountability, not punishment. The complainant may disagree with current policies or procedures and their complaint may open the door to review and reform of those policies and procedures. Positive change in the relationship between the public and law enforcement will not end with any single reform. Rather, positive change is a continuous process and we should expect any reforms to be scrutinized and continuously improved, before and after implementation.

Any limitations imposed on complaints should either be a practical necessity or a functional tool. For example, the identity of a complainant might be necessary for the effective and thorough investigation of an isolated incident but would not be necessary in an evaluation of a MPD policy. A time-based limitation may serve as a functional tool for filtering between incident investigations and policy analysis. An incident that occurred years in the past may be impossible to fully investigate due to deterioration of memory or destruction of evidence. A complaint regarding a since-amended policy would have little analytical value in auditing the current policy.

Regardless of the usefulness or actionability of a complaint, input from the public should always be valued and considered. Therefore, it is worth considering what additional or parallel alternatives to a formal complaint process can be created to ensure a historical record is made of the public's perspectives on its interactions with law enforcement.

What types of complaints should be accepted?

www.nacole.org/complaints

Filing a complaint against a police officer should be relatively easy with as many access points as possible. The types of complaints that an agency chooses to accept will have major implications on staffing needs, system costs, and case processing delays. A lot will depend on the nature and level of distrust of police and/or a lack of confidence in the ability of

the police to treat complaints objectively and take their complaints seriously. When determining what complaints will be accepted, the following factors, along with the authority/jurisdiction of the oversight agency must be considered:

I. Form

A. Readily-accessible complaint forms will likely be available at the oversight agency, local police station, or online. The complaint process usually begins with the complainant submitting a complaint form or making a verbal complaint against an officer. Citizens can also call the agency and request that a form be mailed to them. Complaint forms can also be submitted via fax, hand delivery, or email.

B. Under some Investigative models, anonymous complaints are not always accepted where specific incidents are investigated and a complainant's identity can be crucial during the investigation. A complainant's identity may also be required at the conclusion of an investigation if the complainant is needed to testify at an adversarial hearing. **Anonymous complaints are more commonly accepted under the function of an Auditor/Monitor/Ombudsman model, where the identity of the complainant is not necessarily required to review broad policies and practices.**

C. Complaint forms may require a signature under the penalty of perjury. **This may have a chilling effect on a person's willingness to file a complaint.** The reason for the language is to deter false allegations against the police. One way to minimize the chilling effect while still minimizing the number of false allegations is to not have the language on the initial complaint form, but an agency might choose to include it if/when the complainant provides a sworn statement to the oversight agency.

Caution: It should be remembered that complainants and witnesses are usually not trained observers. What they observe and experience represents an individual, and therefore potentially limited, perspective on events. Statistically, most people do not like to complain and they should be encouraged to share what they experienced from their perspective without the

worry of being punished if a formal investigation results in a finding that they were mistaken as to some of the facts.

D. Requiring complainants and witnesses to be Mirandized before submitting a formal complaint is discouraged because it is often associated with being in police custody and/or being arrested on the suspicion of committing a crime. Such a practice could have a chilling effect on individuals coming forward to file complaints.

II. Initial Intake

A. Who Does the Civilian Complain to? Civilian oversight agencies often foster a greater sense of trust among citizens with regards to how complaints against the police will be resolved. Some jurisdictions require that copies of all initial complaints (that fall within the agency's jurisdiction) are forwarded to the oversight agency, while other jurisdictions permit the law enforcement agency to receive and investigate complaints and forward their findings to the oversight agency for review. There are also jurisdictions where the police department and the oversight agency both independently investigate the same allegations of misconduct, sometimes concurrently.

B. Thus, during the initial intake of a formal complaint form, the oversight agency will likely have a **classification process by which the subject matter jurisdiction of a complaint can be evaluated.** *This assessment may also include a determination of whether the nature of the complaint is suitable for mediation or other non-investigative options such as conciliation, or rapid resolution.*

1. What should an agency do when it receives information regarding allegations not within its jurisdiction?

    1) Refer the entire complaint to internal affairs?

    2) Only refer the allegations that are not within its jurisdiction and investigate the rest of the complaint?

3) Should the agency have authority to investigate the entire complaint if it has jurisdiction over at least one of the allegations?

Regardless of the particular intake process, oversight agencies are often required to notify the police department of the complaint when it is received and provide copies of materials gathered in the initial intake process.[1] Similarly, police departments are expected to forward complaint information to the oversight agency. **Protocols for sharing information and accessing data must be established to foster transparency and accountability. Professional data bases are recommended as they ensure data are collected and stored and can be analyzed efficiently.**

III. Subject Matter

A. The types of complaints that should be investigated include allegations that, if proven true, would represent misconduct under the police department's policies and procedures. For example, this may include use of unnecessary or excessive force; unlawful arrests; searches and seizures; theft or destruction of property; first amendment violations; dishonesty; violation of local, state, or federal laws and police regulations; failure to provide identification; failure to provide a service or allegations that bias toward the complainant or suspect was evidenced through language or behavior demonstrating a bias based factors such as race, ethnicity, immigrant status, socio economic status, age, sex, sexual orientation, gender identification.

B. Subject matter jurisdiction for each oversight agency will usually be defined in the ordinance/local statute that governs the oversight process.[2]

[1] Madison Ordinance 5.19(10)(b) reads: "The Monitor, MPD, and Chief of Police shall provide each other with notice of complaints, investigations, appeals and findings involving MPD and MPD police officers as soon as possible, including with such information and cooperation as is appropriate and necessary for the receiving party to take meaningful action or conduct a meaningful review of the matter."

[2] Madison Ordinance 5.20(10) reads: "Relationship between the Board and the Police and Fire Commission. The Board's various duties give it the authority to review disciplinary decisions and process, evaluate MPD standard operating procedures, and conduct formal public inquiries to fulfill the duties specified in Sec. 5.20(9), but does not give the Board the authority to impose discipline, reverse disciplinary decisions, or mandate any other action or decision by the PFC."

1. Standing (i.e. who can complain on behalf of whom?)

Depending on the jurisdiction and contingent upon the oversight agency's function, a number of parties may have standing to file a complaint. As mentioned, some jurisdictions accept anonymous complaints and third party complaints. Other jurisdictions require each victim of police misconduct to file his or her own complaint, while others allow witnesses to file on behalf of victims who do not file their own complaint. Often times, parents may file complaints on behalf of minor children. Furthermore, some agencies can self-initiate their own investigation.

IV. Time Restrictions

1. Restrictions on **Complainants**

A statute of limitations is regularly put in place to ensure timely filing. **Without such a restriction, an agency's ability to acquire evidence decreases after a significant period of time and witness recollections of an incident are likely to diminish.** However, the need to preserve the quality of an investigation must be balanced with the need to ensure that complainants are not overly constricted in their ability to file a complaint. **Exceptions to the time restrictions may be made when a complainant has been incarcerated or hospitalized.**

Oversight agencies therefore may establish a reasonable timeline that clearly defines how long a citizen has to file a complaint, when the agency must complete the investigation, and when potential discipline of the officer must be imposed. **One year is commonly allowed for citizens to file complaints. However, oversight agencies may be granted discretion to extend the time frame for a complainant's non-availability based on circumstances beyond his/her control.**

2. Restrictions on the **OIM**

Many agencies have a 180-day rule for the time to complete an investigation. Exceptions for this rule may be given for factors such as a showing of "good cause," i.e., complexity, number of witnesses, staffing shortages, etc. Like jurisdiction, time

restrictions, if there are any, are usually written into the ordinance/local statute governing the oversight process.

Key Questions for building a Complaint Process

1. What risks (physical, emotional, legal) do the complainants face by participating in the complaint process? How are such risks addressed and mitigated by the process?
2. Can the complaint process be readily explained, easily understood, and effectively executed?
3. Do the limitations placed on complainants serve a just, equitable, or otherwise necessary purpose?
4. What are situations where these limitations would have a chilling effect on, or an unjust exclusion of, a complainant? Can these situations be resolved by the process itself?
5. What specific information is needed at the start of a complaint and what information can be ascertained later? In other words, what information **must** be provided on a complaint form for it to be actionable?
6. Does the complaint process allow the complainant to tell their story, from their perspective, regardless of the complainant's familiarity with police procedures and policies? Does the complaint process encourage this?
7. What resources or assistance can be or should be provided to the complainant throughout their navigation of the complaint process?
8. Does the complaint process adequately justify itself on the merits of procedural and social justice?
9. Does or should the complaint process allow or encourage law enforcement cooperation and input in resolving grievances? To what extent?
10. **Does the complaint process meet the expectations of the public?**

Forms from other Jurisdictions

Atlanta, GA: Complaint form

Atlanta Citizen Review Board

CITIZEN COMPLAINT FORM

INSTRUCTIONS

The Atlanta Citizen Review Board (ACRB) accepts complaints against officers of the Atlanta Police Department (APD) and the Atlanta Corrections Department (ACD).

- By law, the following are the only types of complaints the ACRB is authorized to review: (1) abusive language; (2) false arrest; (3) false imprisonment; (4) harassment; (5) use of excessive force; (6) serious bodily injury; or (7) death which is alleged to be the result of the actions of a sworn employee of the APD or ACD.
- Your complaint will be reviewed and classified by the Investigation Manager of the ACRB. You will receive an acknowledgement by mail of the receipt of your complaint. If the incident is investigated, you may be asked to provide a more complete statement under oath.

- **IMPORTANT:** Fill in this form COMPLETELY. You must PRINT or TYPE all your answers.
- **IF YOU NEED HELP** filling out this form, please call us at 404-865-8622, or e-mail us at acrb@atlantaga.gov.
- You may also file a complaint online at www.acrbgov.org.

RETURN THIS COMPLETED FORM in person, by fax or mail to the following address:

COMPLAINANT INFORMATION

Name: First_____ Last_____
Address: _____
City_____ State_____ Zip _____
Phone: Home ( ) _____ Work ( ) _____
Cell ( ) _____
E-mail Address: _____
Employer: _____
Date of Birth: ____/____/____ **Current Age:** _____
Gender: ☐ Male ☐ Female
Race: African American ☐ Asian ☐ Hispanic ☐ White ☐ Other

INCIDENT INFORMATION

Incident Date: ____/____/____ Incident Time: ____:____ ☐ a.m. or ☐ p.m.
Incident Location: _____
Name of Officer(s) Involved: _____
Badge Number(s) of Officer(s) Involved: _____
If you do not know the name or the badge number of the officer(s) please provide a physical description of the officer(s) _____
Officer(s) Employed by: ☐ Atlanta Police Department, **OR,** ☐ Atlanta Corrections Department
Name(s) of Witness(es) to Incident: _____
Contact Information of Witness(es) to Incident: _____
Is there any evidence available about the incident, such as copies of traffic tickets, police reports, photographs, or medical records? ☐ Yes ☐ No
If "Yes," please describe and attach copies: _____
Please describe your complaint. You may use additional paper if necessary.
_____
How did you hear about the ACRB? _____

I solemnly swear or affirm that the above statement is accurate. Date: ____/____/____

Signature of Complaining Party: _____
Important Note! This complaint cannot be processed without a signature.

FOR OFFICE USE ONLY Date Received: ____/____/____
Received by: _____

Atlanta Citizen Review Board | 55 Trinity Avenue, Suite 9100 | Atlanta GA 30303
Office: 404-865-8622 | Fax: 404-546-8401 | www.acrbgov.org

Los Angeles, CA: Brochure and Complaint form

FILE A COMPLAINT OR COMMENDATION REGARDING AN EMPLOYEE OF THE LOS ANGELES POLICE DEPARTMENT (LAPD)

YOUR RIGHTS:

- You have the right to be treated with respect.
- You have the right to the involved officer's name and serial number.
- You have the right to speak with the officer's supervisor.

INFORMATION TO COLLECT:

- Where did the incident happen?
  Location: _____
- When did the incident happen?
  Date and Time: _____
- What was the officer(s) name and serial number?
  Name: _____
  Serial Number: _____

TO CONTACT THE OIG:

- Call: 213-893-6400
- Email: communityrelationsoig@lacity.org
- Visit our office
- Use the OIG mobile app

TO CONTACT LAPD'S INTERNAL AFFAIRS:

- Call: 1-800-339-6868
- Email: LAPDCMS@lapd.online

OFFICE OF THE INSPECTOR GENERAL

LOS ANGELES POLICE COMMISSION

Phone: 213-893-6400
Fax: 213-687-7473
213-687-7487
TTY: 213-482-7002

Email: communityrelationsoig@lacity.org

Website: oig.lacity.org

Download the free OIG mobile app here:

Android: **iPhone:**

Office of the Inspector General
Los Angeles Police Commission



350 S. Figueroa Street, Suite 1002
Los Angeles, CA 90071
213-893-6400
7 a.m. - 4 p.m., Monday-Friday

ABOUT OUR OFFICE

The Mission of the Office of the Inspector General (OIG) is to:

- Provide strong, independent, and effective oversight of the LAPD.
- Ensure that all LAPD employees act with honesty, dignity, and respect toward the public.
- Conduct community outreach to educate the public about the OIG, the Police Commission, and the LAPD.

The OIG has substantial authority to conduct its work.

- We report directly to the Police Commission. As such, the Police Chief has no power or influence over our work.
- We can initiate an investigation on any topic. We have access to all of LAPD, including its facilities, documents, audio, and video evidence.
- We can compel any LAPD employee to cooperate with our investigations.

WHAT WE DO

We monitor and review all serious uses of force by LAPD officers.

- This includes all officer-involved shootings, discharges of firearms, or other uses of deadly force.
- We also review all in-custody deaths or uses of force resulting in hospitalization.
- We begin our investigation and review of each incident by responding to the scene within two hours of being informed of its occurrence.

We oversee the LAPD's disciplinary process.

- We are a point of intake for any complaint of misconduct against an LAPD employee.
- We track and review internal investigations when they involve serious or high-profile incidents, or upon a request from the public.

We conduct audits and systemic reviews.

- We can review any area of LAPD operations to ensure compliance with policy and the law.

WHO WE ARE

The OIG was established through a voter-approved amendment to the City Charter in 1995.

- The formation of our office was a recommendation of the Christopher Commission, which examined the LAPD's operations following the Rodney King incident.
- The OIG's authority was further strengthened following the 1998 Rampart incident and subsequent reforms.

The OIG is staffed by approximately 35 civilian professionals with diverse backgrounds relevant to oversight of law enforcement.

- Staff experience includes investigations, audits, legal analysis, law enforcement, and policy writing.
- Certifications/degrees earned by various OIG staff members include Juris Doctorate and Master's, Certified Practitioner of Oversight, and Certified Law Enforcement Auditor, among others.

Philadelphia, PA: Complaint form

Citizens Police Oversight Commission
CITY OF PHILADELPHIA

COMPLAINT FORM

Date Received: _____
Complaint #: _____

Name of Complainant:		**Date of Birth:**	
Complainant Address:			
City, State, Zip Code:			
Primary Phone:		**Primary Email:**	

Complainant Demographics

Gender

◯ Female	◯ Non-Binary/Third Gender	◯ Prefer to self-describe:	
◯ Male	◯ Trans Male	◯ Trans Female	◯ Prefer not to answer

Race

☐ White	☐ Black/African American	☐ American Indian/Alaska Native	☐ Other/Not listed:
☐ Asian	☐ Native Hawaiian/Other Pacific Islander	☐ Prefer not to answer	

Ethnicity

◯ Hispanic/Latinx	◯ Not Hispanic/Latinx

Disability

Do you have a disability?	◯ Yes	◯ No	Is your disability related to the incident?	◯ Yes	◯ No
If yes, please list disability here:					

Note: CPOC only has jurisdiction over the Philadelphia Police Department. Complaints involving other police departments will be forwarded to the appropriate agency.

Did the incident involve a Philadelphia Police Officer?	◯ Yes	◯ No

Police Officer Involved Information

Badge #	Name	Race/Gender	Identifying Features (e.g., hair, height, etc.)

Date and Time of incident:				
Location of incident:				
Were any injuries suffered?	◯ Yes	◯ No	If yes, please describe:	
Was medical treatment provided for injuries:	◯ Yes	◯ No	If yes, please describe:	

Were photos taken?	◯ Yes	◯ No	If yes, by whom?	
Was the event digitally recorded?	◯ Yes	◯ No	If yes, by whom? (e.g.: self, business surveillance, etc.)	

Were you arrested?	◯ Yes	◯ No	Are criminal charges pending?	◯ Yes	◯ No	
Is there a PPD Police Report?	◯ Yes	◯ No	If yes, report/DC#:			

Please describe incident in detail:

Use additional paper if necessary.

Witness Information

Name	Email Address	Phone Number

Certification

I hereby certify to the best of my knowledge, the statements made on this complaint are true.

Signature of complainant

Date

How did you hear about the Philadelphia Citizens Police Oversight Commission?				
☐	Internet:		☐ Publication:	
☐	Referral:		☐ Other:	

Portland, OR: Brochure and Complaint form

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 1048 PORTLAND OR
POSTAGE WILL BE PAID BY ADDRESSEE

CITY OF PORTLAND
INDEPENDENT POLICE REVIEW
1120 SW 5TH AVE
PORTLAND OR 97204-9624

131/140



PORTLAND CITY AUDITOR
Independent Police Review

INDEPENDENT POLICE REVIEW
1221 SW Fourth Ave., Room 140
Portland, OR 97204-1900
Phone: 503-823-0146
Fax: 503-823-4571
www.portlandoregon.gov/ipr

WHO WE ARE

FORM FOR COMPLAINTS OR COMMENDATIONS

PORTLAND CITY AUDITOR
Independent Police Review

WHAT IS IPR?

Portland City Auditor's Independent Police Review (IPR) provides impartial oversight of police conduct, practices, and policies to increase accountability and trust. IPR is not part of the Portland Police Bureau (Police Bureau). We have three main goals:

- Improve police performance and public accountability
- Make sure public complaints about police are addressed properly and thoroughly
- Recommend policy changes to the Police Bureau

HOW TO SUBMIT A COMPLAINT OR COMMENDATION:

Complaint/Commendation forms are available to pick up at the IPR office in City Hall or any Police Bureau precinct, or as a download on our website. There are many ways you can submit a complaint or commendation:

- Call the IPR office at 503-823-0146
- File online at www.portlandoregon.gov/ipr
- Mail in (the postage is prepaid)
- Bring to the IPR office
- Fax to 503-823-4571

The City of Portland operates on a policy of inclusion, regardless of race, color, national origin, religion, sex, sexual orientation, gender identity, marital status, age or disability. Any person may submit a complaint or commendation, regardless of legal status or citizenship.

WHAT IPR DOES:

Here are the main functions of IPR:

- We receive complaints and commendations about Police Bureau officers from the community
- We conduct administrative investigations of Police Bureau officers accused of misconduct
- We issue reports about complaints and investigations, and recommend policy changes to improve policing
- We observe and participate in all investigations of officer-involved shootings and in-custody deaths
- We coordinate appeals filed by community members who are not satisfied with the outcome of administrative investigations

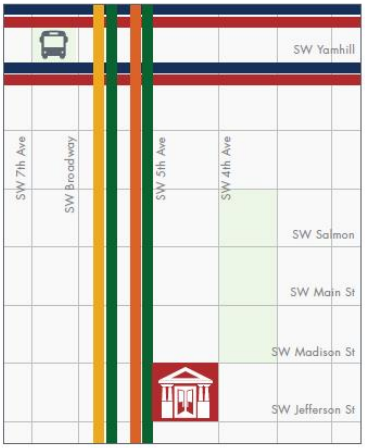
WHAT IPR DOES NOT DO:

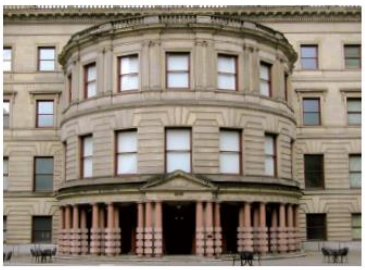
Here are some things that don't fall within our duties:

- We don't interfere with ongoing criminal and civil investigations or actions of the court
- We don't make payments to complainants for damages or losses of personal property
- We don't handle complaints against employees of any agency other than the Police Bureau

WHERE IS IPR LOCATED?

- We're located inside Portland City Hall, at 1221 SW 4th Ave., Room 140.
- City Hall is close to stops on the Yellow, Orange and Green MAX lines.
- We're also within walking distance of the bus mall at Pioneer Courthouse Square.





PORTLAND CITY AUDITOR
Independent Police Review

FORM FOR COMPLAINTS OR COMMENDATIONS ABOUT PORTLAND POLICE

- To submit electronically: www.portlandoregon.gov/ipr
- To submit by phone: 503-823-0146 (language assistance available)
- To submit in writing: mail or deliver this postage-paid form to the IPR office, or fax to 503-823-4571
- TTY/TDD: 503-823-6868

Office Use Only:

I want to submit a: ☐ **Complaint** ☐ **Commendation**

☐ **Interested in mediation?**

Information about you:

Last Name:_____ First Name: _____ Initial: _____

Primary Phone:_____ Secondary Phone: _____

Email: _____

Date of Birth: _____ Gender Identity: _____ Race / Ethnicity: _____

Street: _____ Apt: _____

City: _____ State_____ ZIP Code: _____

How were you involved in the incident?

☐ **It happened to me** ☐ **I witnessed it** ☐ **I heard about it**

Are you represented by an attorney in this matter? ☐ **Yes** ☐ **No**

Attorney's Name: _____ Phone: _____

Information about the incident:

Date: _____ Time _____ a.m. / p.m.

Address / Location: _____

Information about the Portland Police Bureau officer(s) or Bureau employee(s) involved:

Name:_____ Badge Number:_____

Name:_____ Badge Number:_____

If there were witnesses, please tell us about them (attach additional pages if needed):

Name:_____ Phone:_____

Address: _____

Briefly summarize what happened (attach additional pages or documents if needed):

_____

TEAR ALONG PERFORATION • FOLD AND TAPE CLOSED • NO POSTAGE NECESSARY

WHEN WE RECEIVE A COMPLAINT:

When a community member submits a complaint, we assign one of our staff to investigate it. That investigator interviews the person who submitted the complaint and any other community witnesses, identifies the officer(s) involved, and locates records of the incident. Once the investigation is complete, we choose one of several ways to handle the complaint:

- Request additional investigation
- Arrange mediation, if both the community member and the officer agree to it
- Close the complaint

WHEN WE RECEIVE A COMMENDATION:

When a community member submits a commendation, we forward it directly to the Chief of Police, and also send copies to the commended officer(s) and their supervisor.

IPR COMMUNITY-POLICE MEDIATION PROGRAM:

IPR's mediation program is a voluntary, confidential process where a professional mediator helps community members and officers talk and listen to each other. It's a chance for community members and officers to express their thoughts and hear how their actions affect each other.

WHY ARE SOME COMPLAINTS CLOSED?

Here are common reasons for closing a complaint after an initial investigation (reasons are not limited to this list):

- A lack of supporting evidence to prove officer misconduct
- An inability to identify the officer involved

WE HEAR YOU

Even if an individual complaint is closed or allegations of misconduct are not confirmed, we keep a record of every complaint in our IPR database. This lets us analyze and report on all the complaints received over time, and identify any patterns or common issues – which we use to make recommendations for how the Police Bureau can improve policies or training.

CITIZEN REVIEW COMMITTEE:

Portland has a Citizen Review Committee, which is composed of 11 volunteers from the community. Committee members are appointed by City Council, and they review community concerns about police services, develop and deliver policy recommendations to IPR and the Police Bureau, and hear appeals from both community members and officers.

TAKE ADVANTAGE OF COMMUNITY OUTREACH:

If you'd like to learn more about IPR's duties, provide feedback about policing, host an educational session on police oversight, or find out more about the commendation or complaint process, please call our IPR Community Outreach Coordinator at 503-823-0146.

PORTLAND CITY AUDITOR
Independent Police Review

Phone: 503-823-0146
Fax: 503-823-4571
TTY/TDD: 503-823-6868

1221 SW Fourth Ave., Room 140
Portland, OR 97204-1900
www.portlandoregon.gov/ipr
ipr@portlandoregon.gov

Salt Lake City, UT: Request for Investigation Form

Salt Lake City Police Civilian Review Board
Request for an Investigation Form

Your name _____

Address _____

Home phone _____ **Work phone** _____ **Cell phone** _____

Email address _____

Date and time of incident _____

Location of incident _____

Officer's name and ID number _____

Date complaint filed with Police Department _____

Brief description of incident

Brief description of your specific complaint

Witness information, if available

Name _____

Address _____

Home phone _____ Work phone _____ Cell phone _____

Name _____

Address _____

Home phone _____ Work phone _____ Cell phone _____

Name _____

Address _____

Home phone _____ Work phone _____ Cell phone _____

Additional comments, if any

Board use only *Date received* _____ *CRB number* _____ *IA number* _____

San Diego, CA: Complaint Form

CITY OF SAN DIEGO

COMPLAINT FORM

The Citizens' Review Board on Police Practices (CRB) encourages any person(s) who believe that they have experienced or observed police misconduct to file a complaint with the San Diego Police Department (SDPD) and/or with the CRB. The CRB recognizes that completing and submitting the Complaint Form may be intimidating and stressful. The CRB wishes to assure complainants and witnesses that they will be able to do so without fear of retaliation or adverse consequences.

The CRB takes all complaints seriously, but only reviews complaints containing one or more of the following serious allegations: (1) False Arrest – an officer allegedly knew, or should have known, that there was insufficient probable cause for an arrest or conducted a bad faith Fourth Amendment searches; (2) Criminal Conduct – an alleged violation of Federal, State, County, or Municipal law; (3) Discrimination –alleged unequal treatment due to a person's gender (including gender identity and gender expression), race, color, national origin, ancestry, religion, physical or mental disability, medical condition (including cancer, HIV, and AIDS), age, political beliefs or affiliation, marital status, sexual orientation, lifestyle, or similar personal characteristics; (4) Slur – an allegation of a derogatory term that a reasonable person would recognize as an inherent insult or degradation of another (based upon the same characteristics as listed for Discrimination); and (5) Force – an allegation that more force was used than reasonably necessary. If one of these serious violations is alleged, the CRB will also review less serious allegations, including poor service, discourtesy, failure to follow SDPD procedures, and conduct unbecoming an officer.

The CRB's primary goal is to ensure complaints against SDPD officers are investigated thoroughly, completely and fairly, giving equal consideration to citizens and officers alike. The CRB also reviews all officer involved shootings at a person and in-custody deaths. The CRB is also tasked with reviewing and evaluating the administration of discipline arising from sustained allegations. Subsequent to the review and evaluation process, the CRB may recommend improvements in policy, procedures or training of police officers to the Mayor and/or Chief of Police.

Please note: The complaint form must be signed by the complainant himself/herself.

The completed Complaint Form may be submitted in person or by mail to:

Citizens' Review Board on Police Practices
1010 Second Avenue, Suite 1325
San Diego, CA 92101

Copies of the Complaint Form may also be downloaded from the CRB's website: http://www.sandiego.gov/citizensreviewboard . This form may also be submitted by e-mail to citizensreviewboard@sandiego.gov

CITY OF SAN DIEGO
CITIZENS' REVIEW BOARD ON POLICE PRACTICES

OFFICE USE ONLY
CRB Case#: _____
I.A. Case #: _____

COMPLAINT FORM

INSTRUCTIONS FOR COMPLETING COMPLAINT FORM:
Please describe the incident that led to this complaint, telling what happened from beginning to end. Be as clear and specific as you can be. What aspect(s) of the incident was improper (your specific complaint). How could it be resolved to your satisfaction?

COMPLAINANT NAME _____ **HOME PHONE** (___)_____

ADDRESS _____ **BUS. PHONE** (___)_____

CITY _____ **STATE** _____ **ZIP** _____ **DOB** _____

Optional Information:

The following information is being collected for CRB statistical purposes and is entirely optional. The completion or not of this information will not in any way affect the outcome of the investigation.

Gender/ Gender Identity/Gender Expression_____ **Race/Ethnicity**_____

INCIDENT LOCATION:

_____ DATE _____ TIME _____

SDPD PERSONNEL INVOLVED:

NAME: _____ Gender: _____ Race: _____ Badge #: _____ ID # _____
NAME: _____ Gender: _____ Race: _____ Badge #: _____ ID # _____
NAME: _____ Gender: _____ Race: _____ Badge #: _____ ID # _____
NAME: _____ Gender: _____ Race: _____ Badge #: _____ ID # _____

WITNESS (ES):

NAME _____ HOME PHONE (___)_____ BUS. PHONE (___)_____
ADDRESS _____ DOB _____
NAME _____ HOME PHONE (___)_____ BUS. PHONE (___)_____
ADDRESS _____ DOB _____
NAME _____ HOME PHONE (___)_____ BUS. PHONE (___)_____
ADDRESS _____ DOB _____

Please answer Yes/No: Did you include the following with this complaint? _____Video(s) _____Photo(s)

INCIDENT DESCRIPTION/COMPLAINT:

_____
_____
_____
_____
_____

(USE BACK OF FORM IF MORE SPACE IS NEEDED)

CITY OF SAN DIEGO

COMPLAINT FORM

"I realize that I may be asked to meet with officers of the City of San Diego Police Department Internal Affairs Division and/or members of the Citizens' Review Board on Police Practices to discuss this complaint. If I fail to do so, I acknowledge that it may make it difficult to properly investigate my complaint. I hereby affirm that the foregoing is true and complete to the best of my knowledge and belief."

Signed: _____

Date: _____

Send complaint to: Executive Director, Citizens' Review Board on Police Practices, 1010 Second Avenue, Suite 1325, San Diego, California 92101. This form may also be submitted by e-mail to: citizensreviewboard@sandiego.gov. For more information, please call (619) 236-6296. Fax: (619) 236-7344

San Francisco Bay Area Rapid Transit District (BART): Web-based Complaint Form

Office of the Independent Police Auditor Complaint Form

SERVICE ADVISORY:

Free buses replace trains between Rockridge and Orinda stations this Saturday and Sunday (4/1–2) for track replacement work. Expect delays of 30 minutes in the area

300 Lakeside Drive, 14th Floor, Oakland, CA 94612
P.O. Box 12688, Oakland, CA 94604–2688
Phone: (510) 874–7477 Fax: (510) 874–7475
oipa@bart.gov | www.bart.gov/policeauditor

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1. About You

If you wish to file your complaint anonymously, please leave the contact information fields blank. However, if you would like to receive communication about the status of your complaint, we suggest entering an email address or phone number. Alternatively, you may also call us at (510) 874-7477 regarding your complaint.

First Name

Last Name

Middle Initial

City

State
California

Zip

Best Time to Contact You

E-mail Address

Primary Phone

Alternate Phone

Gender

Age

Are You
-Select-

Location of Incident (Please be as descriptive as possible -- any information listed may prove helpful in investigating your complaint.)

Were you injured?

-Select-

If yes, please describe your injuries:

Were you treated by a medical professional?

-Select-

Were you arrested?

-Select-

Are criminal charges pending?

-Select-

Are you represented by legal counsel with regard to this incident?

-Select-

If yes, please supply contact information for your attorney:

3. Victim/Witness Information

Name	Status: (Victim or Witness)	Address	Phone
	-Select-		
	-Select-		
	-Select-		
	-Select-		

4. Involved Police Officer Information

Badge Number	Name	Sex	Race	Description

Were any of the officers in a police car?

-Select-

If yes, please provide any identifying information that you have about the car(s):

5. Incident Description

Please describe the incident that forms the basis of your complaint. The more detail you are able to supply, the better equipped an investigator will be to conduct a thorough investigation:

6. Verification

☐ In order to submit your complaint you must first check this box to verify that the information you are submitting is true, to the best of your knowledge.

Washington, D.C.: Complaint Form

COMPLAINT FORM

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF POLICE COMPLAINTS
1400 I Street, NW, Suite 700
Washington, DC 20005
Tel: (202) 727-3838
Fax: (202) 727-9182
24-Hour Toll-Free Hotline: (866) 588-0569
www.policecomplaints.dc.gov
dcpolice.complaintsoffice@dc.gov

To Be Completed by MPD Staff
Name | Rank | CAD No.

Incident Summary (IS) Number

Date & Time Complaint Received

To Be Completed by OPC Staff
OPC Control Number

Date & Time Complaint Received

Received: In Person | Fax | E-mail | U.S. Mail | MPD | Other (please specify below):

How Did You Hear About OPC (please specify):

Complainant's Name – Last, First, Middle	**Date of Birth**	**Gender**	**Race or Ethnicity**

Home Address	**Home Telephone Number**

Email Address	**Cell Number**	**Alternate Contact Information**

Date of Incident	**Location of Incident**	**Time of Incident**	**Day of Week Incident Occurred**	**Police Vehicle No. / Description**

Officers Involved *(name, badge number, police district, if known)*

Physical Description of Officer(s) *(hair and eye color, height, sex, race/ethnicity, etc.)*

Describe Injuries *(if any)*	**Where Treated** *(name of hospital, doctor, etc.)*

Name(s), Telephone Number(s) or Contact Information for Other People Present During the Incident *(including other police officers)*	**Preferred Language of Communication** *(if other than English)*

Form OPC-1 (09/17) *(Please continue on the reverse side)*

Form OPC-1 (09/17) (Reverse Side)

Complainant's Name – Last, First, Middle	**OPC Control Number** ***To Be Completed by OPC Staff***

Describe the Incident:

Attach Additional Pages if Necessary **Page** **of**

Complainant's Certification

I hereby certify that to the best of my knowledge, and under penalty of perjury, the statements made herein are true.

_____ _____

Complainant's Signature **Date**

City of Madison

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

Master

File Number: 89698

File ID:	89698	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	MADISON FOOD POLICY COUNCIL
				File Created Date :	08/25/2025
File Name:	Updated Farm Lease Master Template			**Final Action:**	

Title: Authorizing the use of a Farmland Lease Master Template for those City-owned lands being rented for farming, the administrative approval of City staff to negotiate lease terms, and the execution of lease documents by the City's Director of the Department of Planning, Community and Economic Development, or assigns. (Citywide)

Notes:

Sponsors:	Tag Evers, Bill Tishler And Regina M. Vidaver	**Effective Date:**	
Attachments:	City of Madison Master Farm Lease Template 2026.pdf, Fey Comments to BPC 9-10-25.pdf, Public Comment Fey Comments to BPW 9-3-25.pdf, File 89698 -- Public Comment, FC 09.08.2025.pdf, Fey Comments to Sustainable Madison 9-15-25.pdf	**Enactment Number:**	
Author:	Heidi Radlinger, 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	08/25/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Madison Food Policy Council (9/17/25), Board of Public Works (9/3/25), Finance Committee (9/8/25), Board of Park Commissioners (9/10/25), Sustainable Madison Committee (9/15/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/02/2025	Refer	MADISON FOOD POLICY COUNCIL			Pass
	Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the MADISON FOOD POLICY COUNCIL. The motion passed by voice vote/other.						
	Notes: Additional referrral(s) to Board of Public Works, Finance Committee, Board of Park Commissioners, Sustainable Madison Committee						
1	BOARD OF PUBLIC WORKS	09/03/2025	Return to Lead with the Recommendation for Approval	MADISON FOOD POLICY COUNCIL			Pass
	Action Text: A motion was made by Stern, seconded by Ald. Guequierre, to Return to Lead with the Recommendation for Approval. The motion passed by voice vote/other.						

1	MADISON FOOD POLICY COUNCIL	09/04/2025	Refer	BOARD OF PUBLIC WORKS		
	Action Text:	This Resolution was Refer to the BOARD OF PUBLIC WORKS				
1	MADISON FOOD POLICY COUNCIL	09/04/2025	Refer	FINANCE COMMITTEE	09/08/2025	
	Action Text:	This Resolution was Refer to the FINANCE COMMITTEE				
1	MADISON FOOD POLICY COUNCIL	09/04/2025	Refer	BOARD OF PARK COMMISSIONERS	09/10/2025	
	Action Text:	This Resolution was Refer to the BOARD OF PARK COMMISSIONERS				
1	MADISON FOOD POLICY COUNCIL	09/04/2025	Refer	SUSTAINABLE MADISON COMMITTEE	09/15/2025	
	Action Text:	This Resolution was Refer to the SUSTAINABLE MADISON COMMITTEE				
1	FINANCE COMMITTEE	09/08/2025	Return to Lead with the Recommendation for Approval	MADISON FOOD POLICY COUNCIL		Pass
	Action Text:	A motion was made by Vidaver, seconded by Govindarajan, to Return to Lead with the Recommendation for Approval to the MADISON FOOD POLICY COUNCIL. The motion passed by voice vote/other.				
1	BOARD OF PARK COMMISSIONERS	09/10/2025	Return to Lead with the Recommendation for Approval	MADISON FOOD POLICY COUNCIL		Pass
	Action Text:	Laschinger provided an overview. Heidi Radlinger of the Office of Real Estate was available to answer questions. Motion made by Field, seconded by Glenn, to RETURN TO LEAD WITH THE RECOMMENDATION FOR APPROVAL TO THE MADISON FOOD POLICY COUNCIL. Motion passed by voice vote/other.				
1	SUSTAINABLE MADISON COMMITTEE	09/15/2025	Return to Lead with the Following Recommendation(s)	MADISON FOOD POLICY COUNCIL		
	Action Text:	The motion to Return to Lead with the Following Recommendation(s) was made by Alder Lankella, seconded by Alder O'Brien. The recommendations are to ensure that crop rotation is worked into long-term leases and to ensure the resolution is aligned with the City's Sustainability Plan framework. The motion passes by unanimous consent.				
	Notes:	The recommendations are to ensure that crop rotation is worked into long-term leases and to ensure the resolution is aligned with the City's Sustainability Plan framework. The motion passes by unanimous consent.				
1	MADISON FOOD POLICY COUNCIL	09/17/2025	RECOMMEND TO COUNCIL TO ADOPT			
	Action Text:	Fey Introduced attached materials and provided background on the process for the new templates to be developed. Motion to approve the resolution made by Fey. Second by Tishler. Frese mentions that the master template will allow staff to update leases more consistently and frequently. Leeper: How many acres of farmland does the City oversee? Radlinger: Roughly 300 acres Brockel: How will pesticide exemptions be made Fey: Motion passed with unanimous approval.				

Text of Legislative File 89698

Fiscal Note

The proposed resolution authorizes use of the updated farm lease master template. It further authorizes the administrative approval and execution of negotiated City farmland leases by the Department or Division head of the City agency administratively assigned to each of the City properties, the DPCED Director, or their assigns. Annual rents collected from leases using land administered by the City's Storm Water Utility shall be deposited in the Storm Water Utility Fund; rents collected for the use of the lands administered by the City's Engineering Division, Parks Division, or the Economic Development Division shall be deposited into the General Fund. If leases are not executed with farmers for these properties, the agency administratively responsible for the property will be responsible for the maintenance costs. Additional revenues and expenditures in 2025 are expected to be minimal and will be absorbed within agency budgets. Any additional lease revenue or expenditure authority needed for property maintenance will be built into the appropriate agency's future budgets.

Title

Authorizing the use of a Farmland Lease Master Template for those City-owned lands being rented for farming, the administrative approval of City staff to negotiate lease terms, and the execution of lease documents by the City's Director of the Department of Planning, Community and Economic Development, or assigns. (Citywide)

Body

WHEREAS, the City of Madison ("City") owns various properties located within the City and surrounding areas ("City Properties") that have been historically farmed, these properties are currently being held for future uses, most often stormwater and/or park purposes; and

WHEREAS, leasing the City Properties for farming purposes, where there is interest from farmers to do so, is a use that not only generates revenue for the City but alleviates the cost and staff time that would otherwise be required by the City to maintain these Properties during the interim period; and

WHEREAS, the City's current lease template had not been comprehensively reviewed in years until, as a result of a discussion at an April 2019 Common Council meeting, the Mayor directed City staff and the Madison Food Policy Council's established Regional Agriculture & Food Sovereignty (successor to Urban Agriculture) Work Group ("Work Group") to review, update, and recommend revisions to the City's farm lease terms and conditions to reflect current best practices; and

WHEREAS, on March 5, 2024, the Common Council approved Resolution File ID #81655 directing Economic Development Division staff to revise the farmland lease template language in accordance with the findings and recommendations determined by the Work Group, with the understanding that many of the terms and conditions would be subject to case-by-case negotiations based upon the specific needs and conditions of each individual lease; and

WHEREAS, City staff from the City's Economic Development Division and Attorney's Office have prepared the attached master template for farmland leases ("Master Lease Template") based on the direction provided by the Work Group, with input and collaboration from other interested parties including Dane County, City Parks Division, City Stormwater Division, Public Health Madison & Dane County, and the City Food Policy Council; and

WHEREAS, together with the updated and revised language, terms and conditions to be used for all future farmland leases, the Master Lease Template also provides the flexibility to adjust certain conditions, such as term, renewal, rent, and special site conditions for each individual lease, as needed; and

WHEREAS, granting City staff the authority to administratively negotiate, approve and execute farmland leases using the Master Lease Template will improve efficiency, facilitate timely leases in advance of each growing season, and ensure the City's interests are memorialized between the parties to the respective leases prior to the use of the City Properties by virtue of a signed farmland lease.

NOW THEREFORE BE IT RESOLVED, that the City's Common Council hereby authorizes the administrative negotiation and approval of City farmland leases, substantially, though not exclusively, on the terms and conditions of the attached Master Lease Template, in a form approved by the City Attorney's office; and

BE IT FURTHER RESOLVED, that, with the approval of the Department or Division head for the City agency administratively assigned to each of the City Properties, the City's Director of the Department of Planning, Community and Economic Development, or assigns, is authorized to execute each City farmland lease; and

BE IT FINALLY RESOLVED, that the Master Lease Template and approval process shall be effective January 1, 2026.

FARMLAND LEASE
Between the City of Madison and [NAME]
For the Property Located at [Address of Property]

This Lease is entered into on this ____ day of _____, 2026, by and between the **City of Madison**, a Wisconsin municipal corporation, located in Dane County, Wisconsin (the "City"), and _____ (the "Lessee").

WITNESSETH:

NOW, THEREFORE, the City and the Lessee (together, the "Parties"), mutually agree as follows:

1. Leased Premises. The City hereby leases to the Lessee the property legally described on Exhibit A and depicted on Exhibit B ("Leased Premises"), which exhibits are attached and made a part of this Lease.

2. Term. This Lease shall be for a term of _____ years, subject to early termination pursuant to the terms contained herein. This Lease shall commence as of January 1, 2026 (the "Effective Date") and expire on December 31, _____. City or Lessee may terminate the lease without penalty at the end of any crop year with written notice provided by October 31.

3. Renewal. This Lease may be renewed for _____subsequent one (1) year terms upon agreement of the Parties as to the terms of the renewal, including but not limited to the rental rate. If the Lessee desires to renew the Lease, the Lessee must give notice to the City a minimum of ninety (90) days prior to the expiration of the initial term or any renewal term, pursuant to the Notices provisions of Paragraph 31. Following receipt of such notice, the City shall indicate by written notice to the Lessee its approval or denial of the Lessee's request for renewal by October 31 of the year in which the lease is expiring. If the City does not assent to a renewal notice, renewal shall be deemed denied and in no event shall the City be responsible for reimbursement of any costs expended by the Lessee in anticipation of a Lease renewal (e.g., seed, fertilizer, etc.).

4. 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 except that rent equal to one-twelfth (1/12) of the annual rent shall be paid monthly in advance, and in no event shall the tenancy be extended past one year.

5. Rent.

    a. The Lessee shall pay Rent to the City in the sum of ____ and 00/00 Dollars ($__.00), payable in two (2) payments of ____ and 00/00 Dollars ($__.00) each. The first payment is due on or before June 1 annually The second payment is due on or before December 31 annually.

b. Rent is based on the following formula:

$__.00 (market rate TBD each season) for tillable acres __._ acres = $__.00

c. 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 Paragraph 31.

d. In addition to the provisions of Paragraph 24, the City shall have the right, under this paragraph, 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.

6. Obligations**.** Throughout the term of this Lease, the Lessee shall operate and maintain the Leased Premises according to and in compliance with Subchapter II of Chapter NR151 of the Wisconsin Administrative Code, Chapter 49 of the Dane County Code of Ordinances and the conditions of this Lease. The Lessee shall confer with Dane County Land & Water Resources Land Conservation ("LWRD"), as necessary, on compliance issues.

7. Use and Special Restrictions on Use of Leased Premises.

a. The Lessee shall use the Leased Premises solely for the farming of crops. Such farming shall be conducted in accordance with usual and recognized farming practices of Dane County, Wisconsin. The intended uses and sole permitted uses of the Leased Premises by the Lessee are as agricultural cropland, hay land, establishment of native vegetation and wildlife species habitat in order to protect the land within the Leased Premises from over-growing in undesirable weeds and preparing for prairie restoration.

b. Except in designated areas, the Lessee shall not post signs or erect any signs of any kind upon the Leased Premises without the prior written consent of the City.

c. The Lessee shall not hunt upon the Leased Premises and shall ensure that the Leased Premises are not used for hunting purposes.

d. The Lessee shall in no way encumber, or allow to be encumbered, the City's title to the Leased Premises.

e. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Lessee or its sublessees must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Leased Premises. Any pesticides applied by Lessee must be conducted by appropriately certified applicators, with supporting documentation provided to the City annually by December 15. Documentation must include:
(1) Date, purpose, location, amount of product, and amount of active ingredient for each application,

(2) Product labeling and material safety data sheets for each product applied,
(3) Documentation of applicator certification and conformance with other Federal and State laws.

f. The Lessee shall not apply Dicamba, Atrazine or any herbicide that lists Atrazine as an active ingredient on the Leased Premises.

g. The Lessee shall cease use of neonicotinoid treated seed or other neonicotinoid pesticides on the Leased Premises by 2027, with seed labels being submitted to LWRD prior to planting each year.

h. The Lessee shall notify the City of any resource concerns such as, but not limited to, soil erosion and gully formation.

i. The Lessee shall confer with LWRD, as needed, on land management issues or changes in land practices.

j. The Lessee shall prevent the growth of prohibited noxious weeds per Madison General Ordinance 23.29(b), and further agrees to cut, spray or otherwise control Canada thistles before they go to seed and cut or control weeds in lots and along roadsides whenever necessary to prevent reseeding.

k. Trimming or removal of trees is strictly prohibited unless permission is granted by the City.

l. The Lessee shall not store automobiles, trucks, tractors, or bulk fuel on the Leased Premises or otherwise violate restrictions of the City's ordinances.

m. The Lessee agrees to provide the following additional services at the Leased Premises for public recreation or land management: [LIST HERE]

n. Special Site Conditions. [INSERT ANY SPECIAL CONDITIONS RELATED TO SITE, OR STATE "NONE"]

o. In the event City will be converting the land to intended purposes in the near future, the City may require that only soybeans are planted in the last one to two growing seasons. To the extent such a requirement significantly reduces crop yield of the Leased Premises for agricultural purposes, the City may reduce the annual rent accordingly for those years.

8. Nutrient Management.

a. Where required, the Lessee shall submit to LWRD annually by June 1st of each year, a Nutrient Management Plan ("NMP") developed in accordance with the United States Department of Agriculture Natural Resources Conservation Service ("USDA-NRCS") Nutrient Management Code 590 conservation practice standard.

1) The NMP, including soil sample results, shall be submitted electronically using the current version of SnapPlus, Wisconsin's nutrient management planning software.

2) The Leased Premises shall be managed to not exceed tolerable soil loss ("T") and phosphorus index (PI), as documented in the NMP.

b. No phosphorous fertilizer shall be applied unless recommended by soil samples and verified by a certified crop advisor. Phosphorus applications can be re-evaluated upon receipt of soil samples.

c. Manure may only be applied according to crop needs, based on the University of Wisconsin recommendation for the current crop, and included in the NMP. Manure applications may be re-evaluated upon receipt of soil samples and the NMP. Manure shall not be stacked or stored on the Leased Premises. Application of manure on saturated soils, snow covered, or frozen ground is prohibited.

9. No Till Standards. Where row crops are planted annually, the City encourages Lessee to follow no till standards in accordance with USDA-NRCS Residue and Tillage Management, No Till Code 329 conservation practice standard where row crops are being cultivated. Best management practices related to no till conservation practice include but are not limited to:

a. Maintain a minimum of 60% per acre of residue cover on the soil surface year-round.

b. Maintain crop stubble height of at least 10 inches for row spacing less than 15 inches and at least 15 inch stubble height for crop row spacing 15 inches or greater.

c. Maintain crop residue standing during the winter period to trap snow.

d. No baling or intensive grazing of crop residue.

e. No shredding of residue after harvest.

f. Cover crops are encouraged to reduce soil erosion.

g. Consult with LWRD for additional guidance.

10. Crop Rotations. The Lessee shall follow crop rotations provided by Dane County and incorporated into the Lessee's NMP: (LIST HERE)

11. Vegetated Buffer Setback.

a. The Lessee shall maintain a vegetated buffer setback of at least 30 feet from all perennial and intermittent streams, lakes, ponds, wetlands, ditches, and other water features as identified by LWRD and depicted on Exhibit B.

b. The Lessee shall maintain a vegetated buffer setback from constructed grass waterways and other conservation features as identified by LWRD. Width of said buffer shall be determined by LWRD staff.

12. Public Access. The City may provide public access to all or a portion of the Leased Premises with advance notice. City will notify Lessee of any changes to public access to all or a portion of the Leased Premises at the time of annual renewal at the latest. Public access may include, without limitation, recreational use, areas for the parking of vehicles, trails for pedestrian ingress and egress, and fencing and gating of such areas and trails. To the extent such access prevents or substantially interferes with the Lessee's use of the Leased Premises for agricultural purposes, the City shall reduce the number of acres under the Lease, and the rent shall be reduced accordingly.

13. FSA Program Payments. If otherwise eligible, the Lessee shall be entitled to make application(s) for receipt of payment(s) from the Farm Service Agency ("FSA") or from any other government subsidy programs including the Environmental Quality Improvement Program ("EQIP") administered by the USDA and Land & Water Resource Management Plans administered by Dane County, and shall be entitled to receive all such payments attributable to the Lessee's use of the Leased Premises from any such program(s). Any FSA or other government subsidy program payments shall be the sole property of the Lessee, and the City shall have no interest therein. The Lessee shall make no contractual commitments or arrangements of any nature concerning the Leased Premises with the FSA or with any other government subsidy program which extend beyond the expiration date of this Lease.

14. Adjustments**.** There shall be no rental rate adjustments during the term of the Lease. The City reserves the right to remove lands from the Lease in order to restore lands to prairie and may reduce the number of acres under the Lease with notice to the Lessee by the end of October for the next crop season. Acreage adjustments also may be made upon mutual agreement between the Parties.

15. Subletting and Assigning Lease. The Lessee shall not assign this Lease or sublet the Leased Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.

16. Condition of Property. The Lessee has inspected the Leased Premises and is familiar with the condition thereof and accepts the same as being in a good condition. The Lessee agrees to maintain the Leased Premises in its present condition and to deliver the same in as good a condition at the termination of this Lease. In its use of the Leased Premises, the Lessee shall follow practices recommended by LWRD. The Lessee shall preserve established water courses, tile drains, tile outlets, and other existing conservation practices including but not limited to grass waterways, terraces and grade stabilization structures and shall refrain from any operation that will injure them.

17. Repairs. The City is not obligated to fence, make repairs to any fences, or to make any other repairs to the Leased Premises, and any fencing, fence repair, or other repair which is required by law or which the Lessee may consider necessary shall be made by the Lessee at the Lessee's sole expense.

18. 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, agents, employees, assigns, guests, invitees, or subcontractors, in or related to 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.

19. Insurance. The Lessee shall carry farm general liability insurance covering as the named insured the Lessee and naming the City, its officers, officials, agents, and employees as additional insureds, with a minimum limit of $500,000 per occurrence as may be adjusted, from time to time, by the City'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. As evidence of this coverage, 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, Lessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Lease is in effect, Lessee shall provide a renewal certificate to the City for approval.

20. Hazardous Substance 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 except any release caused by the sole negligence or intentional acts of the City, its employees or agents. "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.

21. Compliance. The Lessee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, Dane County, 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.

22. Subordination.

    a. This Lease is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the Leased Premises.

    b. The Lessee shall subordinate its rights in this Lease, without compensation, at the request of the City to provide easements and rights-of-way for all current and future public and private utilities across or along the Leased Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Leased Premises under the terms of this Lease.

23. Right of Entry. The City or its representatives shall have the right to enter upon the Leased Premises at any reasonable time for the following purposes:

    a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Lease or in the exercise of its municipal powers.

    b. For the purpose of performing activities related to any private or public improvement or project, without cost or liability to the City or any employee, officer, official, or agent of the City for any crops which may be damaged in connection therewith. While the City will strive to exercise reasonable care to minimize damage to crops, the Lessee waives and agrees to hold the City, its employees, officers, officials, and agents harmless from any claims for damages arising out of such activities, including any claims based upon a failure to exercise reasonable care.

24. Termination. The City shall have the right, at its sole option, to declare this Lease void, terminate the same, reenter and take possession of the Leased Premises by giving the Lessee thirty (30) days written notice, upon or after any one of the following events:

    a. The filing by the Lessee of a voluntary petition in bankruptcy.

    b. The institution of proceedings in bankruptcy against the Lessee and the adjudication of the Lessee as a bankrupt pursuant to such proceedings.

c. The taking by a court of competent jurisdiction of the Lessee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.

d. The appointment of a receiver of the Lessee's assets.

e. The divestiture of the Lessee's estate herein by other operation of law.

f. The abandonment by the Lessee of the Leased Premises.

g. The use of the Leased Premises for an illegal purpose.

h. Upon lapse or failure of any insurance coverage required by this Lease.

i. In the event the Lessee defaults in the performance of any other term or condition of this Lease.

The termination shall not be effective if, within such thirty (30) day period, the event giving rise to the City's right to terminate ceases to exist. In the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the 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.

Notwithstanding the foregoing, and without prejudice to any other right or remedy, upon lapse or failure of any insurance coverage required by this Lease the City may, at its option, purchase or pay for any insurance coverage required by this Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the City hereunder shall be repaid by the Lessee to the City upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

25. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

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 Paragraph 24.

27. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all of its personal property from the Leased Premises. If the Lessee leaves any of its 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. Lessee Waivers.

a. In the event of the Lessee's vacation of the Leased Premises or if the City terminates this Lease pursuant to the provisions of this Lease, the Lessee hereby waives any rights against the City that may be construed to accrue to the Lessee, its successors and assigns, by provisions of Section 32.19 of the Wisconsin Statutes, as amended.

b. In the event the City condemns the Lessee's interest in the Leased Premises, the Lessee agrees that the award, including damages, for all of its interests shall be Zero Dollars ($0), and further waives all relocation benefits of every kind and nature.

c. In the event the Leased Premises, or any portion 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 to recover from the condemning authority such compensation as may be separately awarded to the Lessee on account of interruption of the Lessee's business and for moving and relocation expenses.

29. Definition of City and Lessee. The terms "City" and "Lessee" when used herein shall mean either singular or plural and the provisions of this Lease shall bind the Parties mutually, their heirs, personal representatives, successors and assigns.

30. Authorized Agent. The City's Director of the Department of Planning, Community and Economic Development or the Director's designee, in consultation with the authorized representative for the City agency in which the Leased Premises is administratively assigned, is hereby designated as the official representative of the City for the enforcement of all provisions in 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 mail or email, to the addresses specified below. If using 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: City of Madison
Economic Development Division
Office of Real Estate Services
215 Martin Luther King, Jr. Blvd., Suite 300
P. O. Box 2983
Madison, WI 53701-2983
hradlinger@cityofmadison.com; and
ores@cityofmadison.com

With copy to: City of Madison
[insert administrative agency info]

For the Lessee:

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 notice 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. 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 the Lease shall be valid and be enforceable to the fullest extent permitted by law.

34. Entire Agreement. All terms and conditions and all negotiations, representations and promises with respect to this Lease are merged into this Lease. No alteration, amendment, change, or addition to this Lease shall be binding upon the Parties unless in writing and signed by them.

35. Execution. This Lease may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Lease. A signed copy of the Lease transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Lease 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 Lease may be delivered by facsimile or email and upon receipt will be

deemed original and binding upon the Parties, whether or not a hard copy is also delivered. Copies of this Lease, fully executed, shall be as valid as an original.

36. Choice of Law, Venue, and Forum Selection. This Lease shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Lease that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

[signatures on following two pages]

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

LESSEE 1 **LESSEE 2**

By: _____ By: _____

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2026, the above named _____, known to me to be the person who executed the above and foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(print or type name)
Commission expires: _____

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2026, the above named _____, known to me to be the person who executed the above and foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(print or type name)
Commission expires: _____

CITY OF MADISON,
a Wisconsin municipal corporation

By: _____
Matthew Wachter, Director
Department of Planning, Community and Economic Development

AUTHENTICATION

The signature of Matthew Wachter, Director of the Department of Planning, Community and Economic Development on behalf of the City of Madison, is authenticated on this _____ day of _____, 2026.

_____
Doran Viste, Assistant City Attorney
Member of the Wisconsin Bar

Execution of this Lease is authorized by Resolution Enactment No. RES-25-xxxxx, File ID No. xxxxx, adopted by the Common Council of the City of Madison on the ____ day of _____, 2025.

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

EXHIBIT A
Leased Premises

EXHIBIT B
Vegetated Buffer Setback

TO: Board of Park Commissioners

FROM: Nan Fey, Current Member and Former Chair, Madison Food Policy Council

RE: Farmland Lease Template, Legistar #89698, Agenda Item # 11

DATE: September 10, 2025

This Updated Master Lease Template for farming on city-owned lands responded to a request from Mayor Rhodes-Conway to revise the 2019 lease to reflect more current best practices and comply with state statutes. A Work Group of the Madison Food Policy Council conducted extensive research and discussions with local experts before making recommendations to City Staff who drafted the revisions. The Updated Lease clarifies expectations of the parties, maintains flexibility to respond to conditions and future use of each property while respecting the needs of farmers and the land being cultivated.

Please support this effort by sending a Recommendation of Approval to the Madison Food Policy Council (lead referral committee) and the Common Council. The goal is to approve the language in October so that leases with farmers for the 2026 growing season can be signed before the end of the year.

Assistant Superintendent Lisa Laschinger was very involved in the revision process, and it's my understanding that Economic Development Staff will also be present and able to answer any questions you may have.

Thank you for your attention and your support.

TO: Board of Public Works

FROM: Nan Fey, Current Member and Former Chair, Madison Food Policy Council

RE: Farmland Lease Template, Legistar #89698, Agenda Item #13

DATE: September 3, 2025

This Updated Master Lease Template for farming on city-owned lands responded to a request from Mayor Rhodes-Conway to revise the 2019 lease to reflect more current best practices and comply with state statutes. A Work Group of the Madison Food Policy Council conducted extensive research and discussions with local experts before making recommendations to City Staff who drafted the revisions. The Updated Lease clarifies expectations of the parties, maintains flexibility to respond to conditions and future use of each property while respecting the needs of farmers and the land being cultivated.

Please support this effort by sending a Recommendation of Approval to the Madison Food Policy Council (lead referral committee) and the Common Council. The goal is to approve the language in October so that leases with farmers for the 2026 growing season can be signed before the end of the year.

I regret that I am unable to attend your meeting, but it's my understanding that Economic Development Staff who led the drafting process will be present and able to answer any questions you may have.

Thank you for your attention and your support.

From:	Nan Fey
To:	Finance Committee
Cc:	Mikolajewski, Matthew; Evers, Tag; Vidaver, Regina
Subject:	9/8/25 Agenda Item #7 Comments for the Record
Date:	Monday, September 8, 2025 11:14:01 AM
Attachments:	Fey Comments to Finance 9-8-25.pdf

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

Dear Finance Committee Staff,

Please distribute the attached comments to members in advance of today's meeting and add them to the public record of File ID. 89698

Thank you.

Nan Fey
Madison Food Policy Council

TO: Finance Committee

FROM: Nan Fey, Current Member and Former Chair, Madison Food Policy Council

RE: Farmland Lease Template, Legistar #89698, Agenda Item #7

DATE: September 8, 2025

This Updated Master Lease Template for farming on city-owned lands responded to a request from Mayor Rhodes-Conway to revise the 2019 lease to reflect more current best practices and comply with state statutes. A Work Group of the Madison Food Policy Council conducted extensive research and discussions with local experts before making recommendations to City Staff who drafted the revisions. The Updated Lease clarifies expectations of the parties, maintains flexibility to respond to conditions and future use of each property while respecting the needs of farmers and the land being cultivated.

Please support this effort by sending a Recommendation of Approval to the Madison Food Policy Council (lead referral committee) and the Common Council. The goal is to approve the language in October so that leases with farmers for the 2026 growing season can be signed before the end of the year.

It's my understanding that Economic Development Staff who led the drafting process will be present and able to answer any questions you may have.

Thank you for your attention and your support.

TO: Sustainable Madison Committee

FROM: Nan Fey, Current Member and Former Chair, Madison Food Policy Council

RE: Farmland Lease Template, Legistar #89698, Agenda Item # 2

DATE: September 15, 2025

This Updated Master Lease Template for farming on city-owned lands responded to a request from Mayor Rhodes-Conway to revise the 2019 lease to reflect more current best practices and comply with state statutes. A Work Group of the Madison Food Policy Council conducted extensive research and discussions with local experts before making recommendations to City Staff who drafted the revisions. The Updated Lease clarifies expectations of the parties, maintains flexibility to respond to conditions and future use of each property while respecting the needs of farmers and the land being cultivated.

Please support this effort by sending a Recommendation of Approval to the Madison Food Policy Council (lead referral committee) and the Common Council. The Madison Food Policy Council will be discussing your recommendation (along with three other referral committees – all of which have approved) at its meeting on Wednesday this week. Please make sure your official recommendation, with any suggestions you may have, is posted to Legistar and shared with Staff so they are available for consideration. The goal is to approve the language in October so that leases with farmers for the 2026 growing season can be signed before the end of the year.

I am unable to attend your meeting, but it's my understanding that Economic Development Staff will be present and able to answer any questions you may have.

Thank you for your attention and your support.

City of Madison

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

Master

File Number: 89481

File ID:	89481	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	08/08/2025
File Name:	CSM - 305 N Frances St			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by Zeier Building Company located at 305 N Frances Street and 533 Conklin Place (District 2).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Locator Maps.pdf, Subdivision Application.pdf, Proposed CSM.pdf, Link to Cond Use File 89452	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/08/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Plan Commission (10/6/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	PLAN COMMISSION			Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the PLAN COMMISSION. The motion passed by voice vote/other.					

Text of Legislative File 89481

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by Zeier Building Company located at 305 N Frances Street and 533 Conklin Place (District 2).

Body
WHEREAS a Certified Survey Map of property owned by Zeier Building Company located at

305 N Frances Street and 533 Conklin Place, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

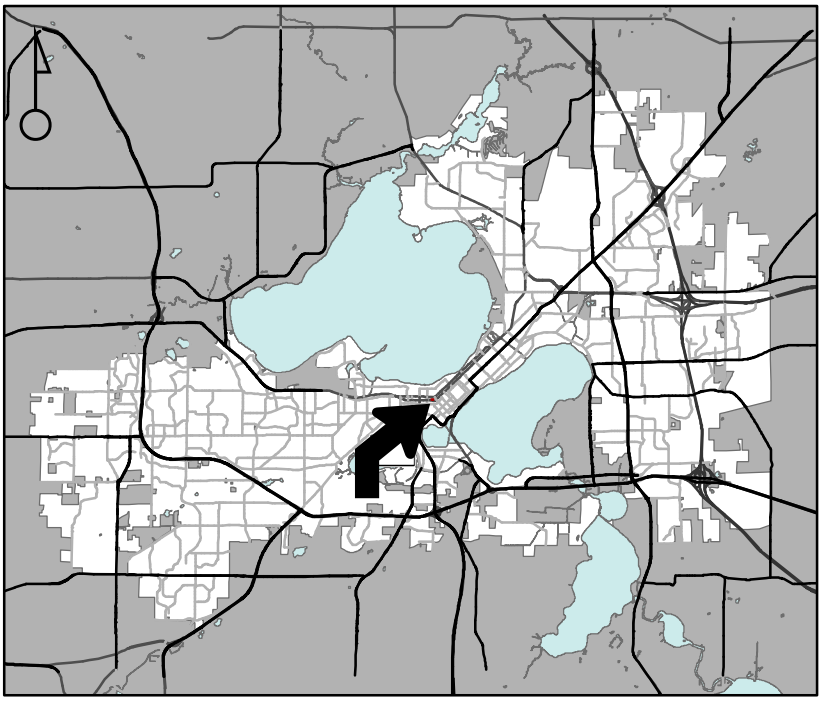
BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

City of Madison

Conditional Use & Certified Survey Map Referral



Location
305 N Frances Street/533 Conklin Place

Applicant
Jonathan Kubow, CS Acquisition Vehicle, LLC
Brian Munson, Vandwalle & Associates
Zeier Building Company

Requests
- Construct a 16-story mixed-use building with 2,800 square feet of commercial space and 387 apartments
- Create one lot by CSM

Public Hearing Dates

Plan Commission
October 6, 2025

Common Council
October 7, 2025 (for CSM only)

For Questions Contact: Colin Punt at: 243-0455 or cpunt@cityofmadison.com or City Planning at 266-4635



Scale : 1" = 400'

City of Madison, Planning Division : JC : Date : 8-1

City of Madison

305 N Frances Street & 533 Conklin Place



Date of Aerial Photography : Spring

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8-4-25 5:56 a.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Zeier Building Company Representative, if any: Doug Tichenor, Core Spaces, LLC

Street address: 305 N Frances Street, Madison, WI 53703 City/State/Zip: 1643 N Milwaukee Avenue, 5th Floor, Chicago, IL 60647

Telephone: _____ Email: [redacted]

Firm Preparing Survey: Vierbicher Associates Contact: Mike Ziehr / Johnathan Lilley

Street address: 999 Fourier Drive, Suite 201, Madison, WI 53717 City/State/Zip: Madison, WI 53717

Telephone: 608-821-3962 / 608-821-3983 Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 305 N Frances Street & 530-548 W Johnson Street

Tax Parcel Number(s): 0709-232-1133-1

Zoning District(s) of Proposed Lots: UMX School District: Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): N/A

Date of Approval by Dane County: N/A Date of Approval by Town: N/A

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	1		1.1
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

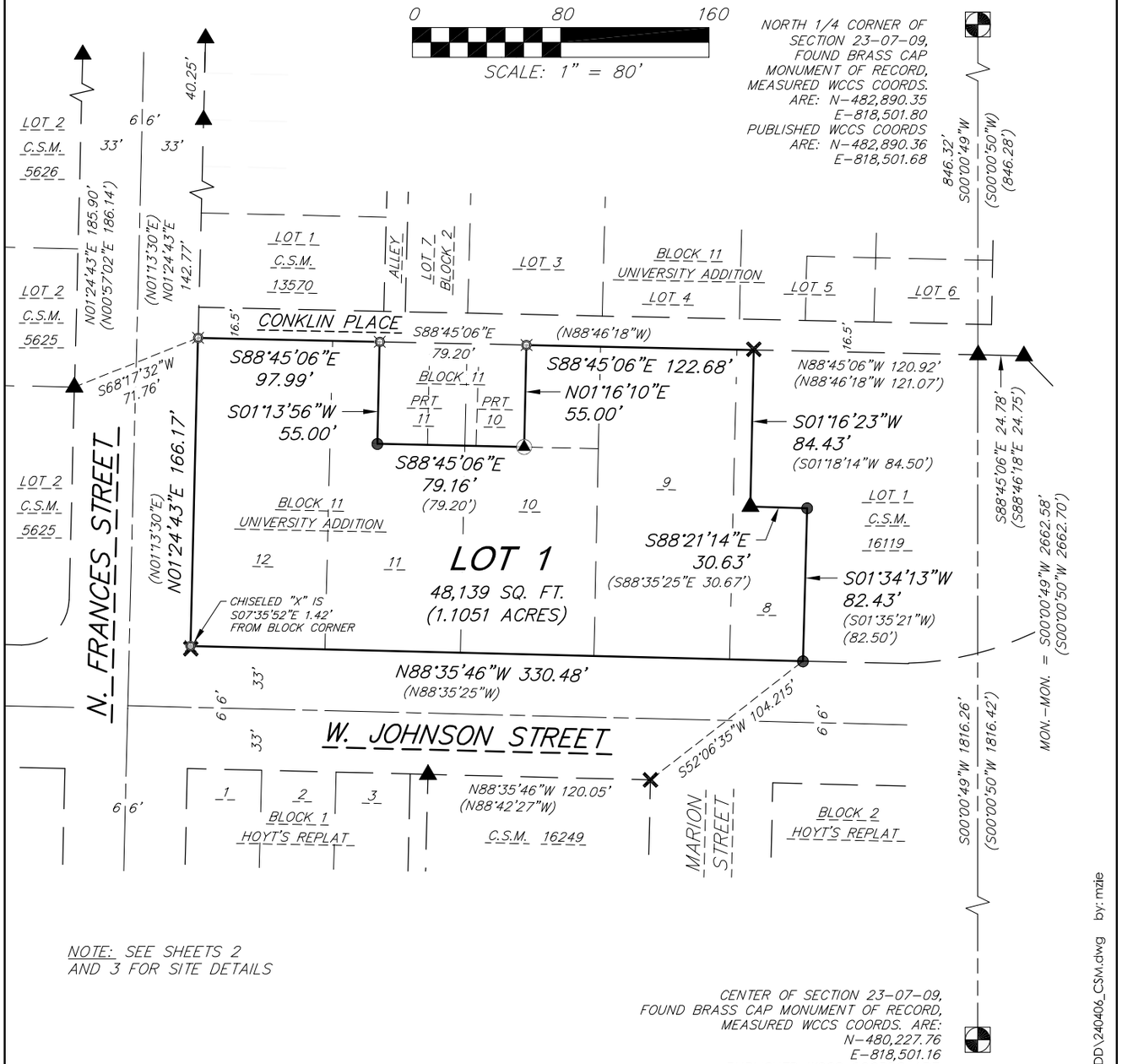
The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Michael J. Ziehr Signature: _____

Date: August 04, 2025 Interest In Property On This Date: Land Surveyor

CERTIFIED SURVEY MAP No._____

PART OF LOTS 8, 10 AND 11 AND ALL OF LOTS 9 AND 12, BLOCK 11, UNIVERSITY ADDITION TO MADISON AS RECORDED IN VOLUME A OF PLATS, ON PAGE 9, AS DOCUMENT NUMBER 109, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



NOTE: SEE SHEETS 2 AND 3 FOR SITE DETAILS



GRID NORTH
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE CO., WI. NAD83 (2011), THE EAST LINE OF THE NW 1/4 OF SECTION 23 MEASURED AS BEARING S00°00'49"W

SURVEY LEGEND

- FOUND NAIL
- FOUND P.K. NAIL
- FOUND 3/4" ø IRON ROD
- FOUND CHISELED "X"
- SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

31 Jul 2025 - 12:06p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

vierbicher
planners | engineers | advisors

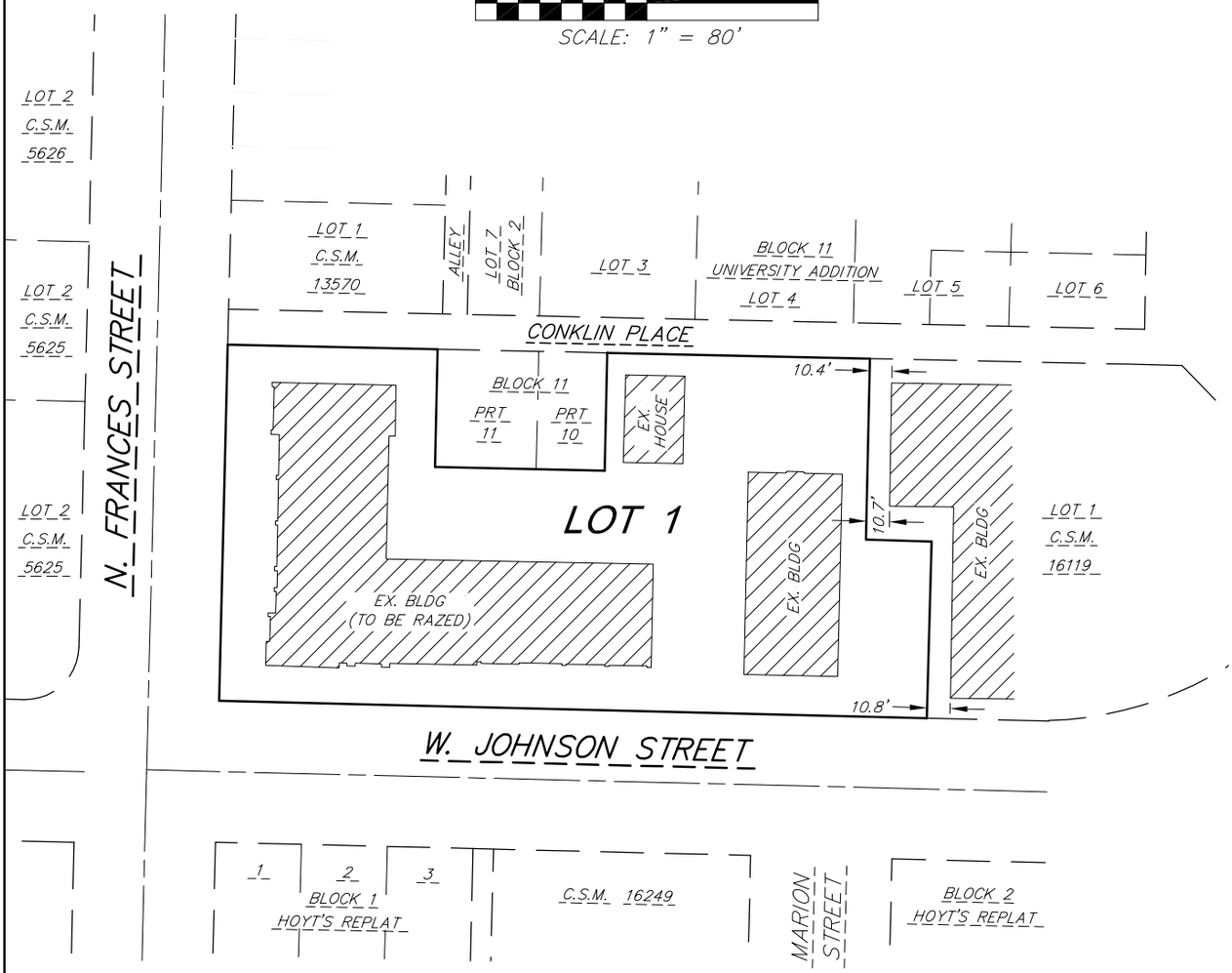
FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 1 OF 7

CERTIFIED SURVEY MAP No._____

PART OF LOTS 8, 10 AND 11 AND ALL OF LOTS 9 AND 12, BLOCK 11, UNIVERSITY ADDITION TO MADISON AS RECORDED IN VOLUME A OF PLATS, ON PAGE 9, AS DOCUMENT NUMBER 109, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

0 80 160

SCALE: 1" = 80'



**NOTE: ALL BUILDINGS WITHIN THIS C.S.M. ARE TO BE RAZED PRIOR TO SITE REDEVELOPMENT

NOTE:
THE U.S. PUBLIC LAND SURVEY MONUMENTS SHOWN ON THIS C.S.M. HAVE BEEN FOUND AND VERIFIED ALONG WITH THEIR CORRESPONDING WITNESS TIES. THE MONUMENTS AND WITNESS TIES CHECK WITH JEREMY SANDSNES TIE SHEET DATED MARCH 05, 2019 FOR THE CENTER OF SECTION 23-07-09 AND GREGORY JONES TIE SHEET DATED DECEMBER 16, 2008 FOR THE NORTH 1/4 CORNER OF SECTION 23-07-09. THE DATE OF FIELD RECOVERY FOR EACH CORNER WAS JUNE 20, 2025.



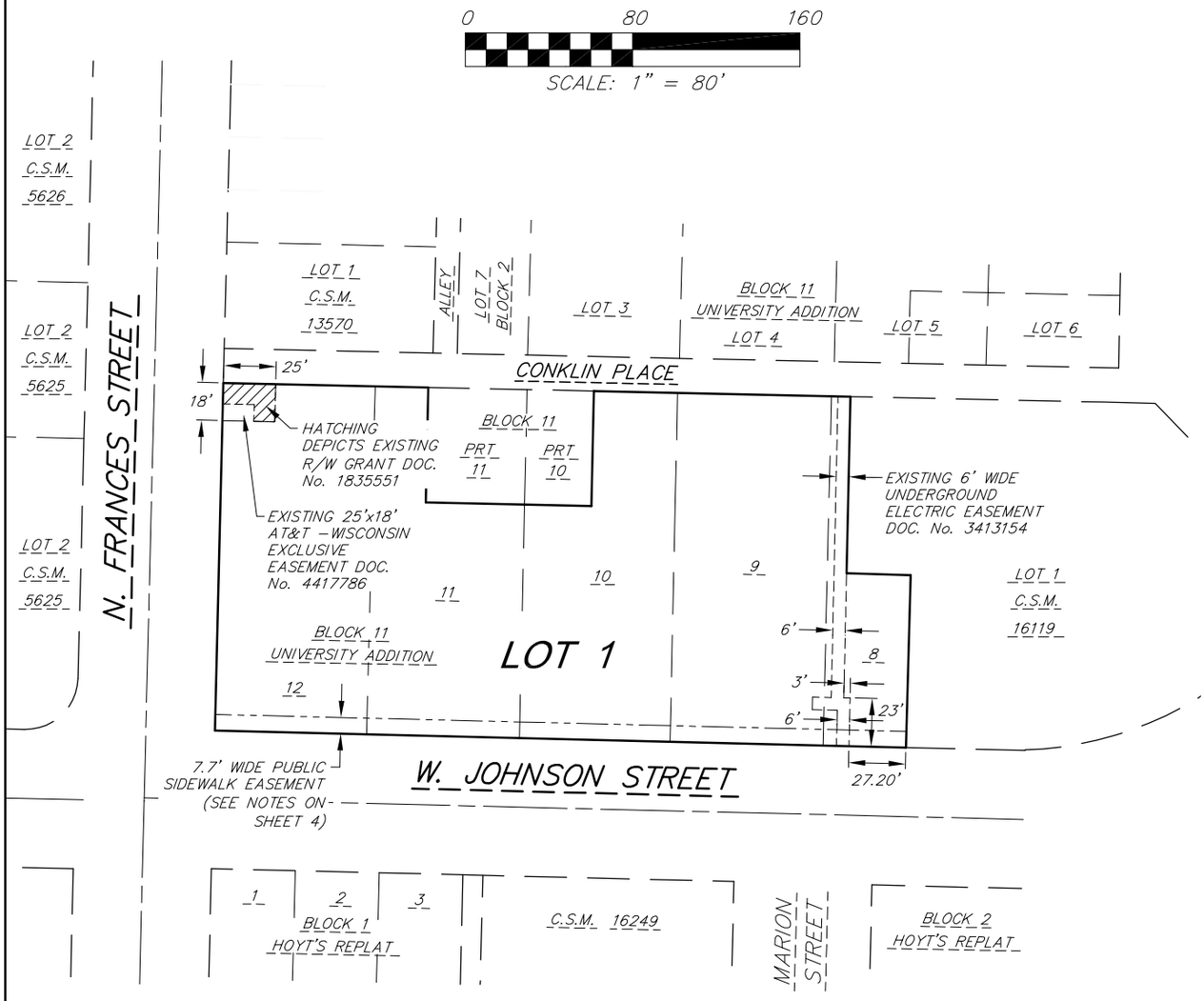
EXISTING SITE DETAILS

31 Jul 2025 - 12:06p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

vierbicher planners | engineers | advisors	FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 2 OF 7

CERTIFIED SURVEY MAP No._____

PART OF LOTS 8, 10 AND 11 AND ALL OF LOTS 9 AND 12, BLOCK 11, UNIVERSITY ADDITION TO MADISON AS RECORDED IN VOLUME A OF PLATS, ON PAGE 9, AS DOCUMENT NUMBER 109, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



NOTE: THIS C.S.M. IS SUBJECT TO GRANT OF EASEMENT SAXONY APARTMENTS PER DOC. No. 5775852



EXISTING SITE DETAILS

03 Aug 2025 - 1:06p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

vierbicher planners | engineers | advisors	FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 3 OF 7

CERTIFIED SURVEY MAP No._____

PART OF LOTS 8, 10 AND 11 AND ALL OF LOTS 9 AND 12, BLOCK 11, UNIVERSITY ADDITION TO MADISON AS RECORDED IN VOLUME A OF PLATS, ON PAGE 9, AS DOCUMENT NUMBER 109, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

Part of Lots 8, 10 and 11 and all of Lots 9 and 12, Block 11, University Addition to Madison as recorded in Volume A of Plats, on Page 9, as Document Number 109, Dane County Registry and located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more fully described as follows:

Commencing at the north quarter corner of said Section 23; thence S00°00'49"W, along the east line of the northwest quarter of said Section 23, a distance of 846.32 feet to the intersection with the southerly right-of-way line of Conklin Place; thence N88°45'06"W, along said southerly right-of-way line, 120.92 feet to the northwest corner of Lot 1, Certified Survey Map (C.S.M.) Number 16119, recorded as Document Number 5865268 and the point of beginning of this description; thence S01°16'23"W, along the west line of said C.S.M. 16119, a distance of 84.43 feet; thence S88°21'14"E, along said west line, 30.63 feet; thence S01°34'13"W, along said west line, 82.43 feet to the southwest corner of said Lot 1, C.S.M. 16119, also being on the northerly right-of-way line of W. Johnson Street; thence N88°35'46"W, along said northerly right-of-way line, 330.48 feet to the intersection with the easterly right-of-way line of N. Frances Street; thence N01°24'43"E, along said easterly right-of-way line, 166.17 feet to the aforementioned southerly right-of-way line of Conklin Place; thence S88°45'06"E, along said southerly right-of-way line, 97.99 feet; thence S01°13'56"W, 55.00 feet; thence S88°45'06"E, 79.16 feet; N01°16'10"E, 55.00 feet to said southerly right-of-way line of Conklin Place; thence S88°45'06"E, along said southerly right-of-way line, 122.68 feet to the point of beginning.

Said description contains 48,139 square feet or 1.1051 acres, more or less.

NOTES:

Public Sidewalk Easement:

Creation of Easement Rights: A permanent easement over, across a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by the City of Madison for public sidewalk and bike path purposes. City of Madison and its employees, agents, and contractors shall have the right to construct, install, maintain, operate, repair, replace, and reconstruct the public sidewalk within the Easement Area. City of Madison shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

Property Restoration: City of Madison shall repair any damage caused to any pavement, concrete or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison as provided herein. Following completion of any excavation work, City of Madison shall promptly restore the area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete, and turf.

Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easement Area for any purpose, provided such use shall not interfere with the easement rights of the City of Madison hereunder. No buildings or structures or fences unrelated to the public shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.

Release of Rights to Easements Created by Plat: Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.

31 Jul 2025 - 12:01p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

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planners | engineers | advisors

FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____

SHEET 4 OF 7

CERTIFIED SURVEY MAP No._____

PART OF LOTS 8, 10 AND 11 AND ALL OF LOTS 9 AND 12, BLOCK 11, UNIVERSITY ADDITION TO MADISON AS RECORDED IN VOLUME A OF PLATS, ON PAGE 9, AS DOCUMENT NUMBER 109, DANE COUNTY REGISTRY AND LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Zeier Building Company, LLP, as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Madison for approval. Witness the hand and seal of said owner this _____ day of _____, 2025.

Zeier Building Company, LLP

By: _____
Authorized Signatory

State of Wisconsin)
)ss.
County of _____)

Personally came before me this _____ day of _____, 2025, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

My Commission expires: _____

29 Jul 2025 - 10:33p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

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planners | engineers | advisors

FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 5 OF 7

CERTIFIED SURVEY MAP No._____

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CONSENT OF MORTGAGEE

Symetra Life Insurance Company, a Washington corporation, a banking association duly organized and existing under and by virtue of the laws of the State of Washington, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Symetra Life Insurance Company, has caused these presents to be signed by _____ its _____, at _____, Washington, on this _____ day of _____, 2025.

Symetra Life Insurance Company

By: _____
Name:

State of Washington)
)ss.
County of _____)

Personally came before me this _____ day of _____, 2025, _____, of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

_____
Notary Public, State of Washington

My Commission expires: _____

29 Jul 2025 - 10:33p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

vierbicher
planners | engineers | advisors

FN: 240406
DATE: 08/04/2025
REV:
Drafted By: MZIE
Checked By: JLIL

SURVEYED FOR:
Core Spaces, LLC
1643 N. Milwaukee Ave.
5th Floor
Chicago, IL 60647

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

CERTIFIED SURVEY MAP No._____

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CITY OF MADISON COMMON COUNCIL RESOLUTION

Resolved that the certified survey map located in the City of Madison was hereby approved by Enactment Number _____, File ID Number _____, adopted on the _____ day of _____, 20_____, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said certified survey map to the City of Madison for public use.

Dated this _____ day of _____, 20_____.

_____
Michael Haas, Acting City Clerk, City of Madison

CITY OF MADISON PLAN COMMISSION CERTIFICATE

Approved for recording per the Secretary of the City of Madison Plan Commission.

By: _____ *Date:* _____
Matthew Wachter,
Secretary of the Plan Commission

SURVEYOR'S CERTIFICATE

I, Michael J. Ziehr, Professional Land Surveyor, S–2401, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A–E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Madison in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael J. Ziehr

Date: AUGUST 04, 2025

Signed: _____
Michael J. Ziehr, P.L.S. S–2401

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2024, at _____ o'clock _____.m. and recorded in Volume _____ of Certified Survey Maps on pages _____, as Doc. No. _____.

_____
Kristi Chlebowski,
Dane County Register of Deeds

29 Jul 2025 - 10:34p M:\Core Spaces\240406 - Saxony Site\CADD\240406_CSM.dwg by: mzie

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planners | engineers | advisors

FN: 240406 DATE: 08/04/2025 REV: Drafted By: MZIE Checked By: JLIL	SURVEYED FOR: Core Spaces, LLC 1643 N. Milwaukee Ave. 5th Floor Chicago, IL 60647	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 7 OF 7

City of Madison

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

Master

File Number: 89482

File ID:	89482	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	08/08/2025
File Name:	CSM - 53 West Towne Mall			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by Madison WT Associates, LLC generally addressed as 53 West Towne Mall (District 9).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Locator Maps.pdf, Subdivision Application.pdf, Proposed CSM.pdf, Link to Cond Use File 89479	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/08/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Plan Commission (10/6/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/02/2025	Refer	PLAN COMMISSION			Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the PLAN COMMISSION. The motion passed by voice vote/other.					

Text of Legislative File 89482

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by Madison WT Associates, LLC generally addressed as 53 West Towne Mall (District 9).

Body
WHEREAS a Certified Survey Map of property owned by Madison WT Associates, LLC

generally addressed as 53 West Towne Mall, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

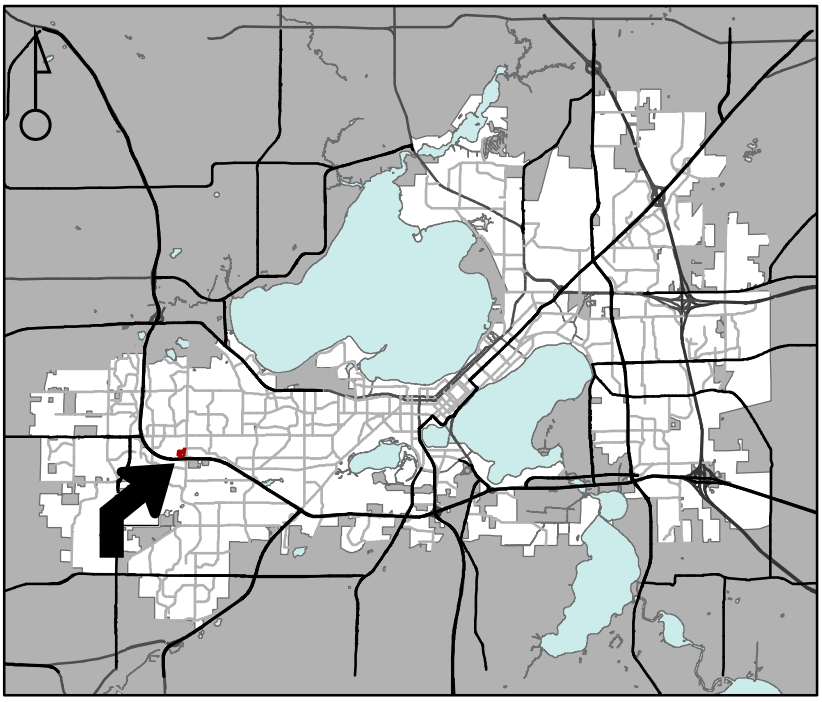
City of Madison

Conditional Use

Location
53 West Towne Mall

Applicant
Mylena Oliveira, Plaza Street Partners
Madison WT Associates, Inc.

Requests
- Divide parcel into two lots by CSM
- Construct coffee shop with drive-thru window on proposed Lot 1



Public Hearing Dates
Plan Commission
October 6, 2025

Common Council
October 7, 2025 (for CSM only)

For Questions Contact: Chris Wells at: 261-9135 or cwells@cityofmadison.com or City Planning at 266-4635



Scale : 1" = 400'

City of Madison, Planning Division : JC : Date : 8-1

City of Madison

53 West Towne Mall



Date of Aerial Photography : Spring 2022

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8-4-25 11:37 a.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Madison WT Associates — Representative, if any: Ingrid Silfvast-Kaiser

Street address: 4500 Bissonnet St, Suite 200 — City/State/Zip: Bellaire / TX / 77401

Telephone: 713-693-1467 — Email: [redacted]

Firm Preparing Survey: Excel Engineering, Inc — Contact: Eric Drazkowski

Street address: 100 Camelot Dr — City/State/Zip: Fond du Lac, WI 54935

Telephone: 920.322.1678 — Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: [TBD] S Gammon Rd, Madison, WI 53719 (West Towne Mall) 53 West Towne Mall

Tax Parcel Number(s): 070826100996

Zoning District(s) of Proposed Lots: RMX - Regional Mixed-Use — School District: 3269

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): n/a

Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	0	0	
Retail/Office	2	0	
Industrial	0	0	

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	2	0	0.9

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☒ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☒ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☒ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☒ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Mylena Oliveira Signature: Mylena Oliveira

Date: 8/4/2025 Interest In Property On This Date: _____

CERTIFIED SURVEY MAP NO. _____

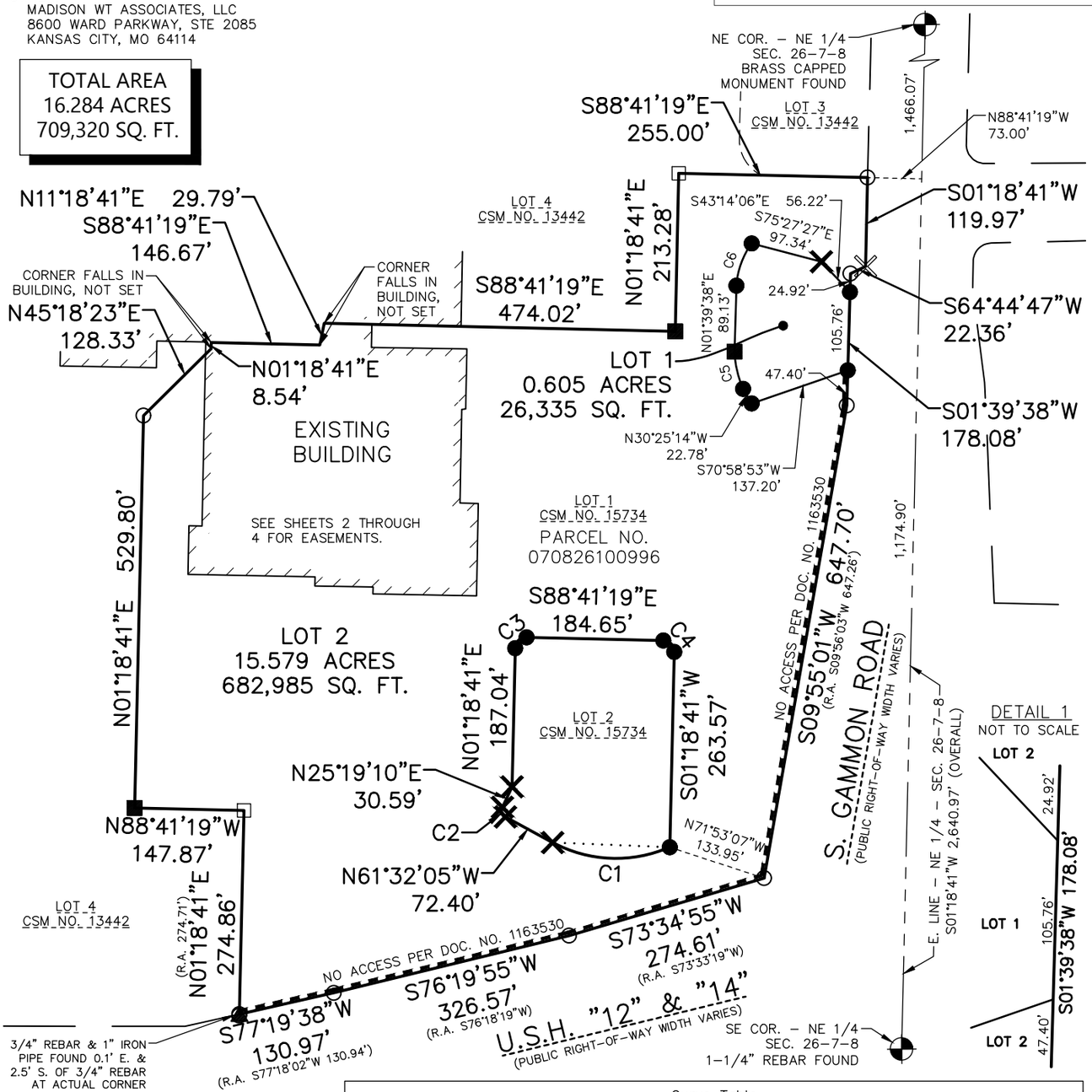
FOR

MADISON WT ASSOCIATES, LLC

LOT 1, CSM NO. 15734, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

OWNER:
MADISON WT ASSOCIATES, LLC
8600 WARD PARKWAY, STE 2085
KANSAS CITY, MO 64114

TOTAL AREA
16.284 ACRES
709,320 SQ. FT.



DETAIL 1
NOT TO SCALE

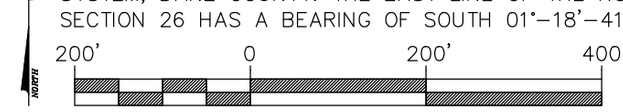
Curve Table							
Curve	Length	Radius	Chord Bearing	Chord Length	Delta	Tangent	Tangent
C1	163.96'	179.65'	N87°40'53"W	158.33'	052°17'31"	N61°32'07"W	S66°10'21"W
C2	15.16'	10.00'	N18°06'28"W	13.75'	086°51'15"	N25°19'10"E	N61°32'05"W
C3	23.56'	15.00'	N46°18'41"E	21.21'	090°00'00"	S88°41'19"E	N01°18'41"E
C4	23.88'	15.20'	S43°41'19"E	21.50'	090°00'00"	S01°18'41"W	S88°41'19"E
C5	51.72'	157.00'	N13°05'21"W	51.49'	018°52'34"	N03°39'04"W	N22°31'38"W
C6	61.29'	115.00'	N19°56'34"E	60.57'	030°32'09"	N35°12'39"E	N04°40'30"E

LEGEND

- ● – 3/4" x 18" REBAR SET WEIGHING 1.50 LBS/FT.
- ■ – MAG NAIL SET
- X – CUT "X" FOUND
- ○ – 3/4" REBAR FOUND
- ▲ – 1" IRON PIPE FOUND
- ⊗ – CUT "X" FOUND
- ⊡ – MAG NAIL FOUND
- ⊕ – SECTION CORNER MONUMENT FOUND

(R.A.) "RECORDED AS" INFORMATION

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 HAS A BEARING OF SOUTH 01°–18'–41" WEST.



SCALE: 1"= 200'

EXCEL
ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 240293100

1073

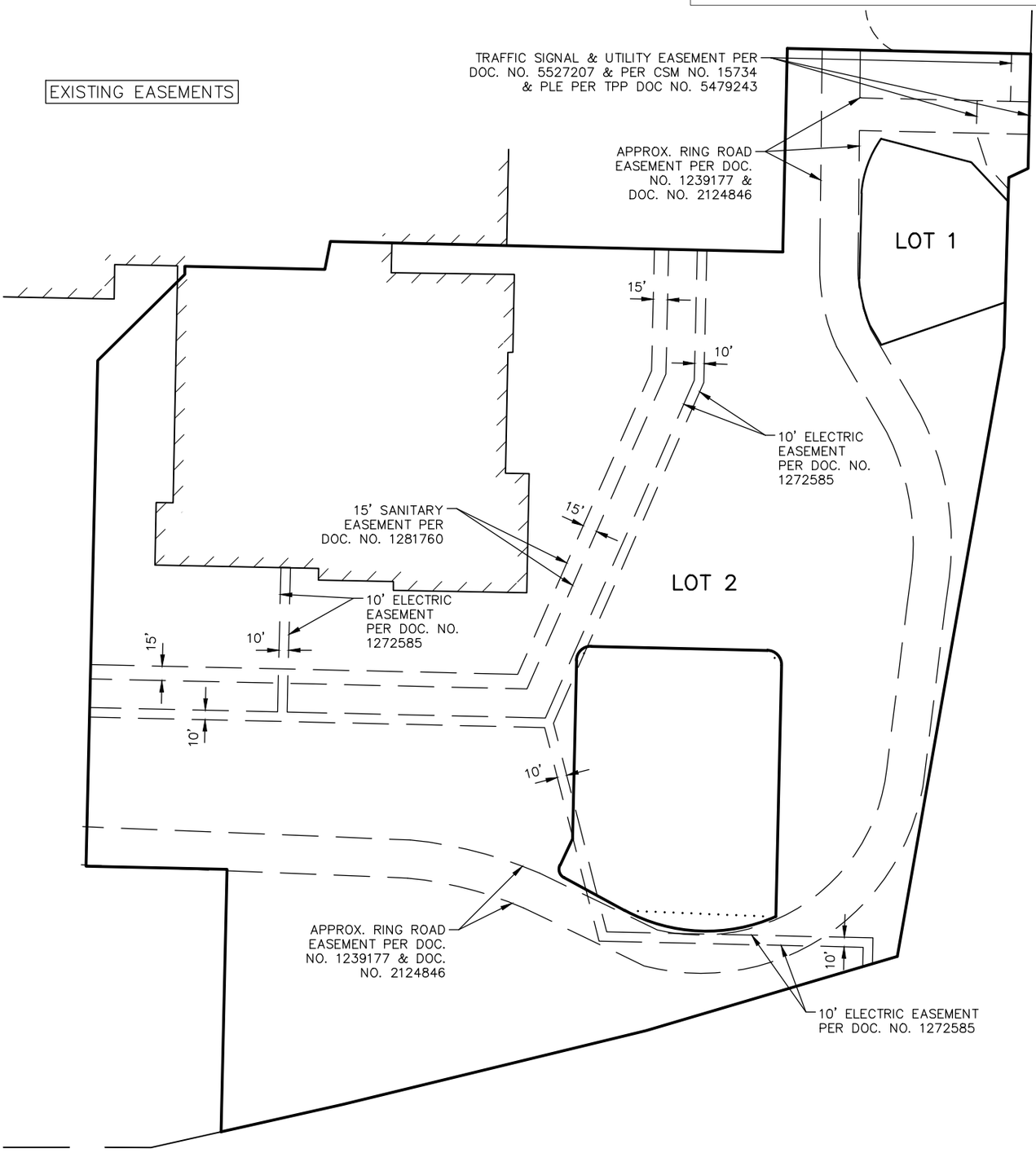
CERTIFIED SURVEY MAP NO. _____

FOR

MADISON WT ASSOCIATES, LLC

LOT 1, CSM NO. 15734, BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

EXISTING EASEMENTS



NORTH

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 HAS A BEARING OF SOUTH 01°-18'-41" WEST.

150' 0 150' 300'

SCALE: 1"= 150'

SHEET 2 OF 7 SHEETS

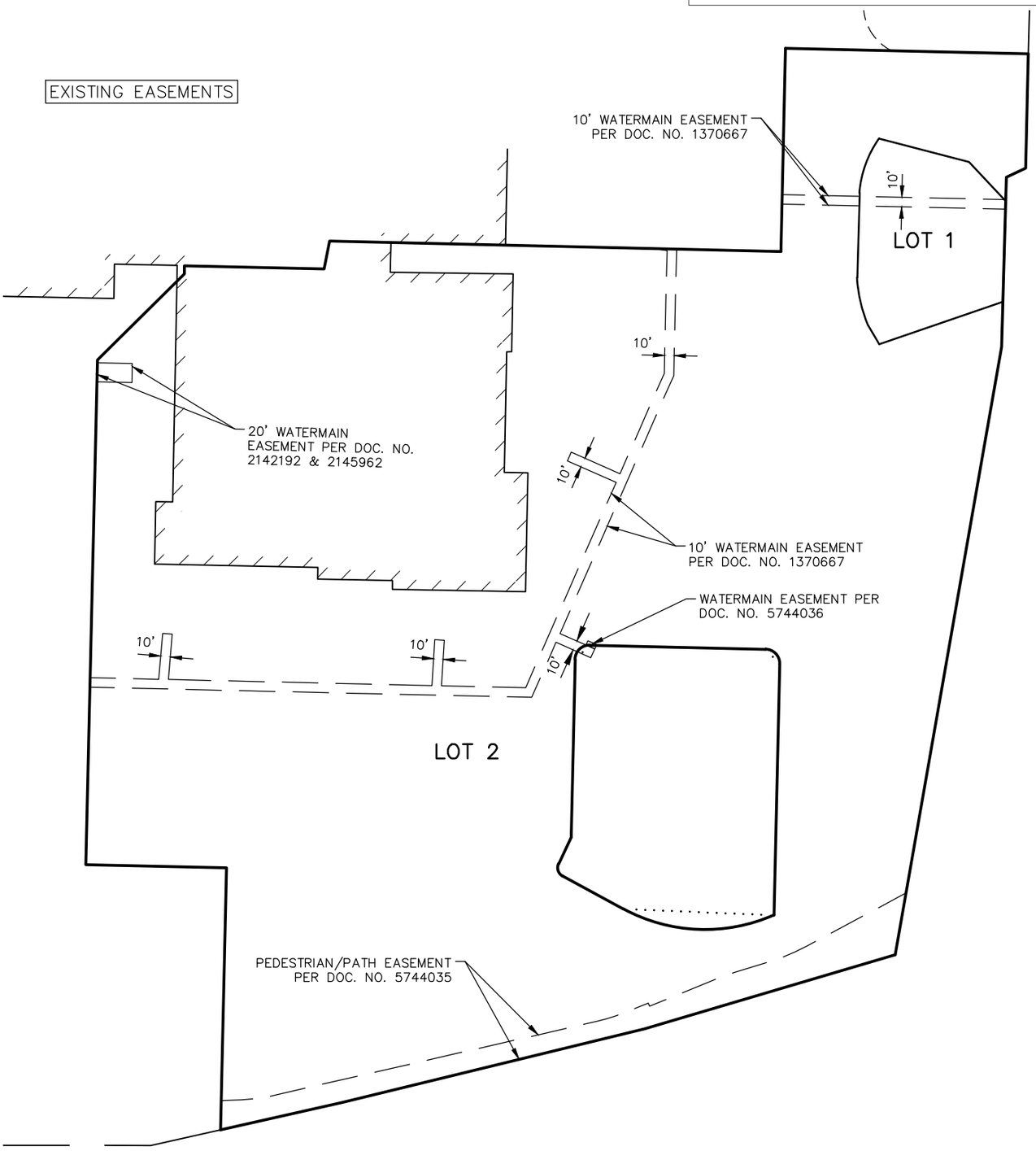
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CERTIFIED SURVEY MAP NO. _____

FOR

MADISON WT ASSOCIATES, LLC

LOT 1, CSM NO. 15734, BEING PART OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST,
CITY OF MADISON, DANE COUNTY, WISCONSIN.



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NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 HAS A BEARING OF SOUTH 01°–18'–41" WEST.

150' 0 150' 300'

SCALE: 1"= 150'

SHEET 3 OF 7 SHEETS

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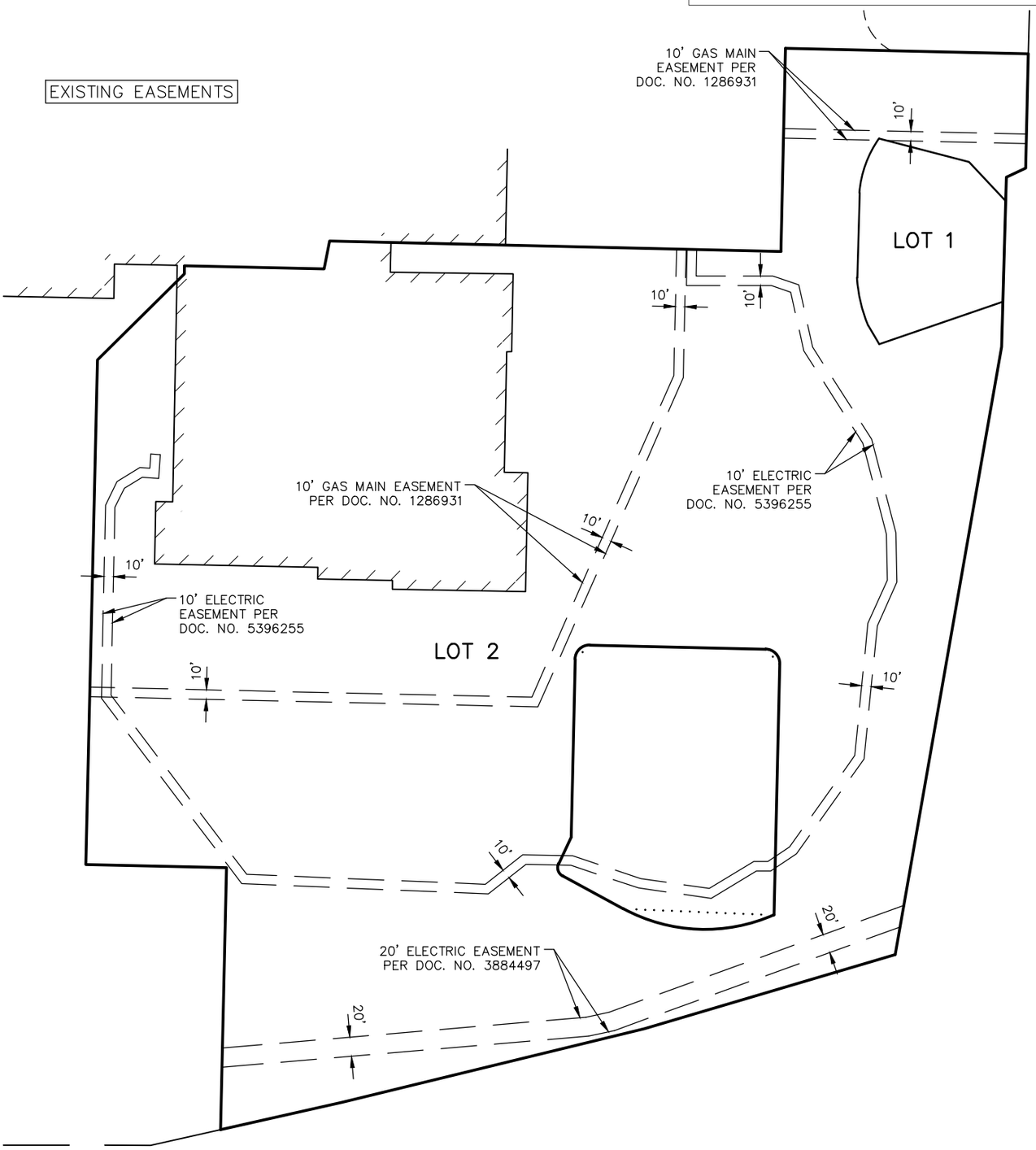
CERTIFIED SURVEY MAP NO. _____

FOR

MADISON WT ASSOCIATES, LLC

LOT 1, CSM NO. 15734, BEING PART OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST,
CITY OF MADISON, DANE COUNTY, WISCONSIN.

EXISTING EASEMENTS



NORTH

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 26 HAS A BEARING OF SOUTH 01°-18'-41" WEST.

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CERTIFIED SURVEY MAP NO. _____

LOT 1, CSM NO. 15734, BEING PART OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST,
CITY OF MADISON, DANE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped a parcel of land described below.

That I have made such Certified Survey under the direction of Madison WT Associates, LLC bounded and described as follows:

Lot 1 of Certified Survey Map No. 15734, recorded in Volume 114 of Certified Survey Maps on Page 229 in the Dane County Register of Deeds Office as Document No. 5739229, being part of the Southeast 1/4 of the Northeast 1/4 of Section 26, Township 7 North, Range 8 East, City of Madison, Dane County, Wisconsin containing 16.284 acres (709,320 sq. ft.) of land more or less.

That such is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and the Subdivision Ordinance of the City of Madison in surveying, dividing and mapping the same.

_____
Ryan Wilgreen, P.L.S. No. S-2647
ryan.wilgreen@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935
Project Number: 240293100

CERTIFIED SURVEY MAP NO. _____

LOT 1, CSM NO. 15734, BEING PART OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST,
CITY OF MADISON, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Madison WT Associates, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said limited liability company caused the land described on this map to be surveyed, divided and mapped as represented on this map.

Madison WT Associates, LLC does further certify that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1. City of Madison

WITNESS the hand and seal of said owner this _____ day of _____, 20__.

Madison WT Associates, LLC

_____

_____, _____
(Print) (Title)

STATE OF _____)

_____COUNTY)SS

Personally, came before me this _____ day of _____, 20___, the above named

_____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, _____ County, ____

My Commission Expires:_____

CERTIFIED SURVEY MAP NO. _____

LOT 1, CSM NO. 15734, BEING PART OF THE
SOUTHEAST 1/4 OF THE NORTHEAST 1/4,
SECTION 26, TOWNSHIP 7 NORTH, RANGE 8 EAST,
CITY OF MADISON, DANE COUNTY, WISCONSIN.

CITY OF MADISON PLAN COMMISSION CERTIFICATE

Approved for recording per the Secretary of the City of Madison Plan Commission.

By: _____ Date: _____
Matthew Wachter, Secretary of the Plan Commission

CITY OF MADISON COMMON COUNCIL CERTIFICATE

Resolved that this certified survey map located in the City of Madison was hereby approved by Enactment Number _____, File ID Number _____, adopted on the ____ day of _____, 20___, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Madison for public use.

Dated this ___ day of _____, 20___

_____
Michael Haas, City Clerk
City of Madison, Dane County Wisconsin

REGISTER OF DEEDS CERTIFICATE

Office of the Register of Deeds
Dane County, Wisconsin

Received for recording on _____, 20___ at ___o'clock __M, and recorded in Vol. ___ of CSMs on page(s) _____, Document No. _____.

_____
Kristi Chlebowski, Register of Deeds

City of Madison

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

Master

File Number: 89766

File ID:	89766	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	08/28/2025
File Name:	Final Plat - Raemisch Farm Development			**Final Action:**	

Title: Approving the final plat of *Raemisch Farm Development* on land generally addressed as 4000-4150 Packers Avenue (District 18).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Locator Maps.pdf, Application.pdf, Letter of Intent.pdf, Final Plat.pdf, Staff Comments.pdf, Link to Prelim Plat Res ID 72365	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/28/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Plan Commission (10/20/25), Common Council (10/28/25)					
1	COMMON COUNCIL	09/16/2025	Referred	PLAN COMMISSION			
	Action Text:	This Resolution was Referred to the PLAN COMMISSION					

Text of Legislative File 89766

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

Title
Approving the final plat of *Raemisch Farm Development* on land generally addressed as 4000-4150 Packers Avenue (District 18).

Body
WHEREAS on September 6, 2022, the Common Council conditionally approved the preliminary

plat of *Raemisch Farm Development* on land generally addressed as 4000-4150 Packers Avenue and 4201 N Sherman Avenue, City of Madison, Dane County, Wisconsin by Resolution 22-00629 (ID 72365); and

WHEREAS Halo Ventures, LLC and Lokre Development have duly filed the final plat of *Raemisch Farm Development* for approval by the Madison Common Council;

NOW THEREFORE BE IT RESOLVED that said plat is hereby approved subject to all conditions as required by the reviewing City departments as required by Section 16.23 of the General Ordinances of the City of Madison, subject to the conditions noted in the Plan Commission files, and that same shall be recorded with the Dane County Register of Deeds.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the plat, bond and subdivision contract, subsequent affidavits of corrections, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approved plat. If found necessary by the City Engineer, in consultation with Planning Division staff, if wetland or environmental corridor boundaries need to be altered as a result of this subdivision, the Common Council recognizes and adopts the revised boundaries for any wetland or environmental corridor within the Central Urban Service Area as it relates to this subdivision.

BE IT FURTHER RESOLVED that the said plat is hereby added to the official map and the street grades for said plat on file in the City Engineer's Office are hereby approved.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded subdivision in the Comprehensive Plan and any applicable neighborhood plans.

BE IT FURTHER RESOLVED that all dedications included in this plat or required as a condition of approval of this plat be and are hereby accepted by the City of Madison.

City of Madison

Final Plat

Location

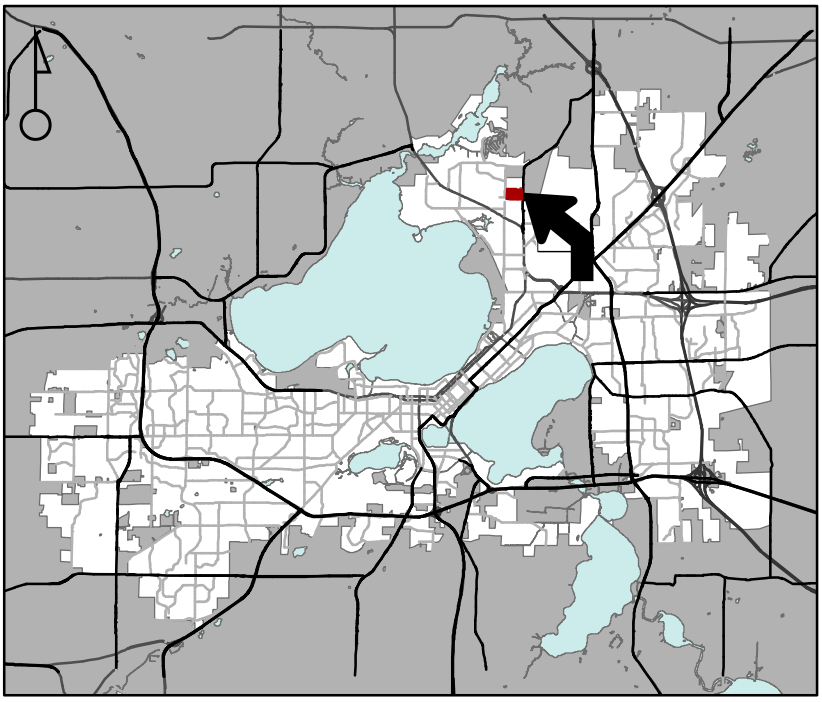
4000-4150 Packers Avenue

Applicant

Mike McCarty, Stantec
Fred Brouner, Dewitt, LLP
B&G Real Estate, LLC

Request

Raemisch Farm Development, creating 4 lots for residential development, 2 lots for commercial/ mixed-use development, and 1 outlot for stormwater mgmt.



Public Hearing Dates

Plan Commission

October 6, 2025

Common Council

October 7, 2025

For Questions Contact: Colin Punt at: 243-0455 or cpunt@cityofmadison.com or City Planning at 266-4635



Scale : 1" = 400'

City of Madison, Planning Division : JC : Date : 9-

City of Madison

4000-4150 Packers Avenue



Date of Aerial Photography : Spring 2022

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8/25/25 2:02 p.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☑ Final Subdivision Plat ☐ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: Raemisch Farm Development

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: B&G Real Estate, LLC
Representative, if any: Fred Brouner, Dewitt LLP
Street address: 2 E ifflin St. Ste 600
City/State/Zip: Madison, WI, 53703
Telephone: 608-469-0361
Email: [redacted]

Firm Preparing Survey: Stantec
Contact: Mike McCarty
Street address: PO Box 105
City/State/Zip: Sturgeon Bay, WI 54235
Telephone: 920-298-1761
Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 4000 Packers Ave, 4150 Packers Avenue, 4201 North Sherman Avenue
Tax Parcel Number(s): 081019300863 & 081019300855
Zoning District(s) of Proposed Lots: CN, CC-T, TR-U1, TR-V2, TR-C3
School District: Madison Metro

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City):
Date of Approval by Dane County:
Date of Approval by Town:

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	4		12.35
Retail/Office	2		5.36
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)		1	3.09
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	6	1	20.8

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Joel Oliver Signature: _____

Date: 08/22/2025 Interest In Property On This Date: Under contract to purchase

August 22, 2025

Letter of Intent
Land Use/Subdivision Application

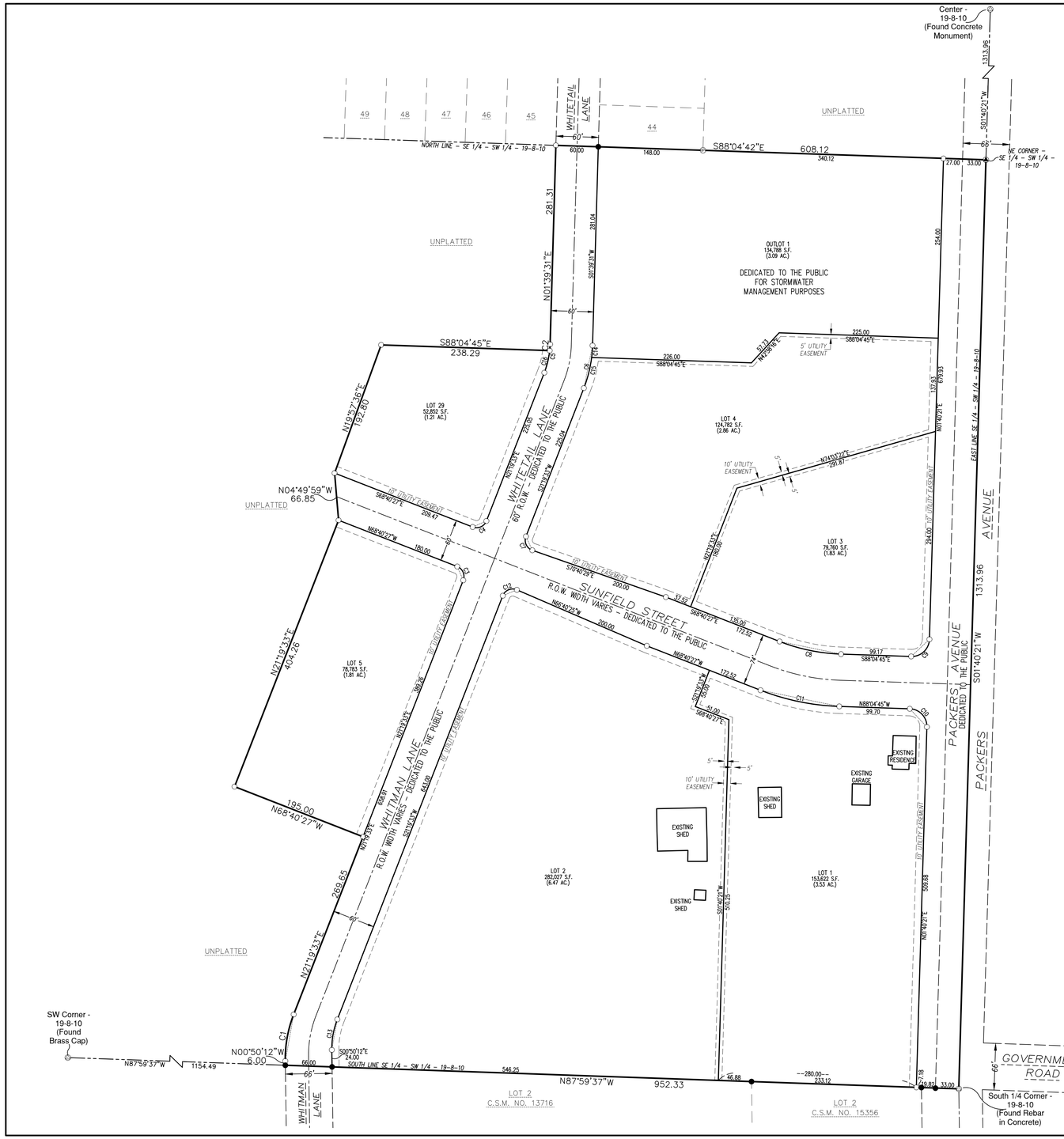
City of Madison
Planning Division
126 S. Hamilton St.
PO Box 2985
Madison, WI 53701-2985

Re: Raemisch Farm Development – Final Plat

Project Address:	4150 Packers Avenue
Project Team:	
Owner:	Halo Ventures LLC & Lokre 900 N. Rock Hill Road St. Louis, MO 63119
Civil Engineer:	Stantec 312 N 5th Avenue, Suite 1 Sturgeon Bay, WI 54235
Surveyor:	Stantec 312 N 5th Avenue, Suite 1 Sturgeon Bay, WI 54235
Existing Condition:	Site has most recently been farmed and is currently zoned agricultural and does not have sanitary service or water service.
Proposed Use:	Site has been rezoned as CCT, TRV2, CN, TRU1, TRC3 for the purpose of residential development. Lot 1 and 3 are mixed use lots; Lots 2, 4, 5 and 29 are multi-family residential; lots 27 and 28 are townhouse/condominium lots; lot OL3 (to be deeded to parks) and lot 76 left A; OL1 is stormwater management;; all remaining lots are single family lots.
Project Schedule:	Phase 1 construction is anticipated 9/26 – 9/28 an consist of lots 1-5, 29 and OL1. Future to follow.

RAEMISCH FARM DEVELOPMENT

LOCATED IN:
THE SE 1/4 OF THE FRACTIONAL SW 1/4 OF SECTION 19,
TOWNSHIP 8 NORTH, RANGE 10 EAST,
CITY OF MADISON,
DANE COUNTY,
WISCONSIN



0 80 160
GRAPHIC SCALE IN FEET

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 19-8-10 WHICH BEARS N. 87°59'37" W. ON THE WISCONSIN COUNTY COORDINATE SYSTEM – DANE.

- ▲ – FOUND MAG NAIL
- ⊘ – FOUND 1.315" OUTSIDE DIA. IRON PIPE
- ● – FOUND 1.270"O.D.X18" REINFORCING BAR WEIGHING 4.303 LBS./LIN. FT.
- ○ – SET 1.270"O.D.X18" REINFORCING BAR WEIGHING 4.303 LBS./LIN. FT. ALL OTHER LOT AND OUTLOT CORNERS 1.37"OD X 18" STEEL PIPE, 1.68LB / LIN FT., SET
- ◎ – DANE COUNTY MONUMENT FOUND (AS DESCRIBED)

NOTES:
- TOTAL ACREAGE OF PARCEL = 25.82 ACRES.
- SQUARE FOOTAGE OF PUBLIC RIGHT OF WAY DEDICATED = 217,514 S.F.
- ALL DIMENSIONS MEASURED TO THE NEAREST HUNDRETH OF A FOOT. ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.

CURVE DATA

NUMBER	LENGTH	RADIUS	INCL. <	CHD. BRG.	CHD. LENGTH	TANGENT IN	TANGENT OUT
C1	67.3	173.98	22°09'45"	N10°14'41"E	66.88	N00°50'12"W	N21°19'33"E
C2	8.94	120.00	04°16'08.5"	N03°47'35"E	8.94	N05°55'39"E	N01°39'31"E
C3	23.56	15.00	90°00'00"	N23°40'27"W	21.21	N21°19'33"E	N68°40'27"W
C4	23.56	15.00	90°00'00"	N66°19'33"E	21.21	S68°40'27"E	N21°19'33"E
C5	41.19	120.00	19°40'02"	N11°29'32"E	40.99	N21°19'33"E	N01°39'31"E
C6	61.79	180.00	19°40'02"	S11°29'32"W	61.85	S01°39'31"W	S21°19'33"W
C7	24.09	15.00	92°00'02"	S24°40'28"E	21.58	S21°19'33"W	S70°40'29"E
C8	89.07	263.00	19°24'18"	S78°22'36"E	88.65	S68°40'27"E	S88°04'45"E
C9	39.38	25.00	90°14'54"	N46°47'48"E	35.43	S88°04'45"E	N01°40'21"E
C10	39.16	25.00	89°45'06"	N43°12'12"W	35.28	N01°40'21"E	N88°04'45"W
C11	114.14	337.00	19°24'28"	N43°12'12"W	35.28	N88°04'45"W	N68°40'27"W
C12	24.09	15.00	92°00'02"	S67°19'34"W	21.58	N66°40'25"W	S21°19'33"W
C13	44.10	114.00	22°09'45"	S10°14'41"W	43.82	S21°19'33"W	S00°50'12"E
C14	17.01	180.00	05°24'48"	S04°21'55"W	17.00		
C15	44.78	180.00	14°15'14"	S14°11'56"W	44.66		
C16	32.25	120.00	15°23'53.5"	S13°37'36"W	32.15		

WISCONSIN
MICHAEL G. McCARTY
S-2298
Sturgeon Bay, WI
LAND SURVEYOR

Michael G. McCarty
8-20-25

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Stantec

P.M.Dr. PROJ. 193004440 DRAWING:193004401V501_FP JOB NO.193004440 8-20-25

RAEMISCH FARM DEVELOPMENT

LOCATED IN:
THE SE 1/4 OF THE FRACTIONAL SW 1/4 OF SECTION 19,
TOWNSHIP 8 NORTH, RANGE 10 EAST,
CITY OF MADISON,
DANE COUNTY,
WISCONSIN

Surveyors Certificate:

I, Michael G. Mc Carty, Registered land surveyor for Stantec Consulting Services, Inc., do hereby certify:

That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Madison, Dane County, and under the direction of Lorke Development, LLC, owner of said land division, I have surveyed, divided, and mapped Raemisch Farm Development; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is a parcel located in the SE 1/4 of the Fractional SW 1/4 of Section 19, Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, containing 25.82 acres of land and described as follows:

Commencing at the South 1/4 Corner of said Section 19–8–10, said corner being on the centerline of Packers Avenue and the point of beginning of lands to be described; thence N. 87°59'37" W., 952.33 feet along the south line of the SW 1/4 of said Section 19–8–10; thence N. 00°50'12" W., 6.00 feet; thence Northerly, 67.30 feet along the arc of a 173.98 foot radius curve to the right whose chord bears N. 10°14'41" E., 66.88 feet (incl. < = 22°09'45"); thence N. 21°19'33" E., 269.65 feet; thence N. 68°40'27" W., 195.00 feet; thence N. 21°19'33" E., 404.26 feet; thence N. 04°49'59" W., 66.85 feet; thence S. 88°04'45" E., 238.29 feet; thence Northerly, 8.94 feet along the arc of a 120.00 foot radius curve to the left whose chord bears N. 03°47'35" E., 8.94 feet (incl. < = 04°16'08.5"); thence N. 01°39'31" E., 281.31 feet to the north line of the SE 1/4 of the SW 1/4 of said Section 19–8–10; thence S. 88°04'42" E., 608.12 feet along said north line to the NE corner of the SE 1/4 of the SW 1/4 of said Section 19–8–10, said corner being on the aforementioned centerline of Packers Avenue; thence S. 01°40'21" W., 1313.96 feet along said east line (centerline) to the point of beginning.

This parcel contains 25.82 acres and is subject to the rights of the public over those portions previously dedicated for the right of way of Packers Avenue.

Dated this 20th day of August, 2025 Michael Mc Carty
Michael G. Mc Carty
Professional Land Surveyor–2298

WISCONSIN · MICHAEL G. McCARTY · S-2298 · Sturgeon Bay, WI · LAND SURVEYOR

Owner's Certificate

B & G Real Estate, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

B & G Real Estate, LLC does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Common Council, City of Madison
Department of Administration

IN WITNESS WHEREOF, the said B & G Real Estate, LLC has caused these presents to be signed this _____, day of _____, 202_.

Bruce Raemisch Revocable Trust sole member

_____
Fredric J. Brouner, Trustee

STATE OF WISCONSIN
_____ COUNTY) SS

Personally came before me this _____ day of _____, 202_, the above person to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Notary Public,
_____, Wisconsin
My commission expires _____.

Owner's Certificate

4000 Packers Avenue, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

4000 Packers Avenue, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Common Council, City of Madison
Department of Administration

IN WITNESS WHEREOF, the said 4000 Packers Avenue, LLC has caused these presents to be signed this _____, day of _____, 202_.

Bruce Raemisch Revocable Trust sole member

_____
Fredric J. Brouner, Trustee

STATE OF WISCONSIN
_____ COUNTY) SS

Personally came before me this _____ day of _____, 202_, the above person to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Notary Public,
_____, Wisconsin
My commission expires _____.

Owner's Certificate

As Trustee of The Gregory E. Raemisch Living Trust, owner, I, Shayna Borakove do hereby certify that I caused the land described on this plat to be surveyed, divided, mapped, and dedicated as represented on this plat.

I further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Common Council, City of Madison
Department of Administration

IN WITNESS WHEREOF, the said Trustee of the Gregory E. Raemisch Living Trust has caused these presents to be signed this _____, day of _____, 202_.

_____
Shayna Borakove, Trustee

STATE OF WISCONSIN
_____ COUNTY) SS

Personally came before me this _____ day of _____, 202_, the above person to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ Notary Public,
_____, Wisconsin
My commission expires _____.

City of Madison Approval

Approved for recording by the secretary of the City of Madison Plan Commission.

_____ _____
(Date) Secretary, Plan Commission

City of Madison Common Council Approval

Resolved, that the plat of RAEMISCH FARM DEVELOPMENT, located in the SE 1/4 of the Fractional SW 1/4 of Section 19, Township 8 North, Range 10 East, City of Madison, Dane County, Wisconsin, was hereby approved by Enactment Number _____, File I.D. Number _____, adopted this _____ day of _____, 20__, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said plat of RAEMISCH FARM DEVELOPMENT to the City of Madison for public use.

Dated this _____ day of _____, 20__.

_____
Maribeth Witzel–Behl, City Clerk
City of Madison, Dane County, Wisconsin

County Treasurer Certificate

STATE OF WISCONSIN)
DANE COUNTY) SS

I, Adam Gallagher, being the duly elected, qualified and acting treasurer of the County of Dane, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ day of _____, 20__ affecting the lands included in the plat of RAEMISCH FARM DEVELOPMENT.

_____ _____
(Date) Adam Gallagher, County Treasurer

City Finance Director Certificate

STATE OF WISCONSIN)
DANE COUNTY) SS

I, David Schmiedicke, being the duly appointed, qualified and acting finance director of the City of Madison, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ day of _____, 20__ affecting the lands included in the plat of RAEMISCH FARM DEVELOPMENT.

_____ _____
(Date) David Schmiedicke, City Finance Director

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

Stantec

PATH: PROJ: 193004401 DRAWING:193004401V501_FP
SHEET 2 OF 2 JOB NO.193004401 8-20-25

1987

PLANNING DIVISION STAFF REPORT

October 6, 2025

PREPARED FOR THE PLAN COMMISSION

Project Address: **4000-4150 Packers Avenue** (18th Alder District, Alder Glenn)

Application Type: Final Plat

Legistar File ID # 89766

Prepared By: Colin Punt, AICP, Planning Division
Report includes comments from other City agencies, as noted

Reviewed By: Kevin Firchow, AICP, Principal Planner

Summary

Applicant: Joel Oliver; Halo Real Estate Ventures; 900 North Rock Hill Rd #100; St. Louis, MO 63119

Surveyor: Mike McCarty; Stantec; PO Box 105; Sturgeon Bay, WI 54235

Owner: B&G Real Estate, LLC c/o Fred Brouner; Dewitt LLP; 2 E Mifflin St, Ste 600; Madison, WI 53703

Requested Actions: Approving the final plat of *Raemisch Farm Development* on property generally addressed as 4000-4150 Packers Avenue.

Proposal Summary: The proposal for the first phase of the "Raemisch Farm Development" subdivision calls for the 20.8 acres of the 63.6-acre preliminary to be platted with four lots in multifamily residential zoning and two lots in commercial/mixed-use zoning with one outlot to be dedicated to the public for stormwater management. The other 42.8 acres of the site will necessitate future final plat phases.

Applicable Regulations & Standards: The subdivision process is outlined in Section 16.23(4) MGO.

Review Required By: Plan Commission and Common Council.

Review Schedule: The State's subdivision statute, Wis. Stats. 236, requires that a final plat be approved, conditionally approved, or rejected (with stated reasons) within 60 days of submittal unless the time is extended by agreement with the applicant. If no action is taken within 60 days and no extension granted, the final plat is deemed approved. The final plat was submitted to the City and accepted for review on August 25, 2025. Therefore, the 60-day review period for this plat is scheduled to expire on October 25, 2025. The subdivision statute further require that if the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to local plans and ordinances adopted as authorized by law, it is entitled to approval.

Summary Recommendation: The Planning Division recommends that the Plan Commission find that the final plat of *Raemisch Farm Development* is consistent with the approved preliminary plat and recommend **approval** to the Common Council subject to input at the public hearing and the conditions from reviewing agencies beginning on page 5 of this report.

Background Information

Parcel Location: The greater subject site is comprised of three parcels containing approximately 63.6 acres of land generally located between Packers Avenue and North Sherman Avenue, approximately one-half mile north of Northport Drive. This final plat contains the easternmost 20.8 acres along Packers Avenue. The site is within Alder District 18 (Alder Glenn) and the Madison Metropolitan School District.

Existing Conditions and Land Use: The site is mostly undeveloped, but farmed, with a single-family residence and accessory farm buildings in the southeast corner of the property. As part of earlier approvals, the site has been rezoned from A (Agriculture District) to TR-U1 (Traditional Residential-Urban 1 district), CC-T (Commercial Corridor-Transitional district), TR-C3 (Traditional Residential-Consistent 3 district), TR-V2 (Traditional Residential-Varied 2 district), and CN (Conservancy district), with a portion remaining A (Agriculture district)

Surrounding Land Uses and Zoning:

North: Single-family homes in the Whitetail Ridge Subdivision, zoned SR-C2 (Suburban Residential - Consistent 2 district);

South: Lakeview Elementary school zoned SR-C1 (Suburban Residential - Consistent 1 district), open space zoned SR-C2, apartment buildings zoned SR-V2 (Suburban Residential - Varied 2 district), a senior living center zoned PD (Planned Development district), and a mixed-use development zoned CC-T (Commercial Corridor-Transitional district);

West: Future phases of Raemisch Farm Development. Beyond, across North Sherman Avenue, single-family homes zoned SR-C1; and

East: Across Packers Avenue, undeveloped land owned by Dane County.

Adopted Land Use Plans: The Comprehensive Plan (2023) recommends Medium Residential, Neighborhood Mixed Use, and Parks and Open Space for various portions of the subject site. The remainder of the area included in the preliminary plat are designated for Low Residential, Low-Medium Residential, and Parks and Open Space. The subject site is also located within the boundaries of the Northport-Warner Park-Sherman Neighborhood Plan (2009), which recommends development of the site as a new mixed-use neighborhood.

Environmental Corridor Status: No mapped environmental corridors exist within the subject site.

Public Utilities and Services: The subject site is not currently served by all public utilities and services, but will eventually be served by a full range of urban services currently surrounding the property. Metro Transit service currently operates on Tennyson Lane and Sherman Avenue.

Zoning Summary: The proposed lots are zoned TR-U1 (Traditional Residential-Urban 1 district) and CC-T (Commercial Corridor-Transitional district). The remaining western portions of the preliminary plat are zoned TR-C3 (Traditional Residential-Consistent 3 district), TR-V2 (Traditional Residential-Varied 2 district), and CN (Conservancy district), with one lot remaining A (Agriculture district).

TR-U1 ZONING CRITERIA

Requirements	**Required: Multi-family (>24 units)**	**Single-family attached (>8 units)**	**Proposed**
Lot Area (sq. ft.)	750 sq. ft./d.u.	1,000 sq. ft./d.u.	Lot 2: 282,027 sq. ft. Lot 4: 124,782 sq. ft. Lot 5: 78,783 sq. ft. Lot 29: 52,852 sq. ft.
Lot Width	50’	15’/d.u.	>50’
Front Yard Setback	15’ or average	15’ or average	TBD
Max. Front Yard Setback	30’ or up to 20% greater than block average	30’ or up to 20% greater than block average	TBD
Side Yard Setback	10’	5’	TBD

Reverse Corner Side Yard Setback	12’	12’	TBD
Rear Yard Setback	Lesser of 25% lot depth or 25’	Lesser of 25% lot depth or 20’ Alley accessed: 2’	TBD
Maximum Lot Coverage	75%	90%	TBD
Maximum Building Height	5 stories/ 65’	3 stories/40’	TBD

CC-T ZONING CRITERIA

Requirements	**Required**	**Proposed**
Front Yard Setback	0’ or 5’ minimum 65’ maximum	TBD
Side Yard Setback: Street side yard	0’ or 5’	TBD
Side Yard Setback: Where proposed buildings or abutting buildings have window openings in side wall(s) within 6 feet of lot line	One-story: 5’ Two-story or higher: 6’	TBD
Side Yard Setback: Where buildings abut residential-zoned lots at side lot line	Minimum side yard required in the adjacent residential district	TBD
Rear Yard Setback	The lesser of 20% of lot depth or 20’	TBD
Maximum Lot Coverage	85%	TBD
Maximum Building Height	5 stories/ 78’	TBD

Tables prepared by: Jenny Kirchgatter, Assistant Zoning Administrator

Project History

On February 4, 2020, a petition (ID 58904) to attach the Raemish Farm property to the City from the Town of Burke was adopted by Common Council. A first proposal for a preliminary plat (ID 60683) and zoning map amendment (ID 60914) for this site was considered by the Plan Commission on April 12, 2020. The Plan Commission found that the standards for zoning map amendments regarding public health safety, and welfare, were not met and recommended that the proposal was placed on file without prejudice. A second proposal for a plat (ID 65654) and zoning map amendment (ID 66222), reflecting changes to the first proposal, was considered by the Plan Commission on July 26, 2021. The Plan Commission found the standards met and recommended approval of the preliminary plat and zoning map amendment with conditions to the Common Council. At its August 3, 2021 meeting, the Common Council did not adopt the zoning map amendment or the resolution approving the plat, siting concerns regarding the potential for excessive noise from the F-35s then planned and now stationed at Truax Field. A third proposal for a plat (ID 68696) and zoning amendment (ID 69274), identical to the second proposal, was considered by the Plan Commission on February 7, 2022. The Plan Commission found the standards met and recommended approval of the preliminary plat and zoning map amendment with conditions to the Common Council. At its February 22, 2022 meeting, the Common Council voted to again place the zoning map amendment and preliminary plat on file without prejudice. On August 29, 2022, the Plan Commission recommended approval of a zoning map amendment (ID 72876) and the resolution approving a new preliminary plat (ID 72365). At its September 6, 2022 meeting, the Common Council approved both the zoning map amendment and preliminary plat.

Project Description

The applicant is requesting approval of a final plat for the first phase of the Raemisch Farm Development plat. The preliminary plat includes 76 lots zoned TR-C3, two lots zoned TR-V2, four lots zoned TR-U1, and two lots zoned CC-T. The preliminary plat also includes a lot for urban agriculture (10.2 ac), and three outlots for a public park (3.53 ac), private park (1.55 ac), and stormwater management (3.05 ac). The applicant identified an intended Phase 1 consisting of these lots (1-5, 29, and Outlot 1) during the consideration of the preliminary plat. The submitted final plat covers the easternmost the 20.8 acres of the former Raemisch farm and includes the four lots zoned TR-U1, the two lots zoned CC-T, and one outlot to be dedicated to the public for stormwater management.

The two southeasterly parcels along Packers Avenue immediately north and south of Sunfield Street are zoned CC-T (Commercial Corridor – Transitional district) and could be developed with commercial, mixed-use, or residential development. The four parcels at the intersection of Sunfield Street and Whitman/Whitetail Lane are zoned TR-U1 (Traditional Residential – Urban 1 district) zoning and can be developed with multifamily residential development. The stormwater outlot at the northeast corner of the site (Outlot 1) is also zoned TR-U1. The remainder of the preliminary plat is shown as "Unplatted" lands, but are recommended by City reviewing agencies to be created as an outlot for future development.

The existing farm buildings remain on the farmstead and will need to be removed via a demolition permit, which is not before the Plan Commission for approval.

The applicant indicates that construction for this first phase of the Raemisch Farm Development is scheduled for fall 2026 through fall 2028, with future phases to follow.

Analysis

The applicant is requesting final plat approval for 20.8 acres of land as the first phase of the Raemisch Farm Development subdivision. The subject property is one of the larger and more significant undeveloped parcels in this area, is surrounded by developed land on three sides, including the elementary school future residents would attend, and would be easily accommodated into the network of urban services such as water, sewer, and multi-modal streets. The consistency of the subdivision with the Comprehensive Plan and any adopted neighborhood or sub-area plans, its conformance to the approved preliminary plat, and the adequacy of public services to serve the development are the principal considerations when recommending approval of the final plat to the Common Council. The zoning for the site has already been approved and is not before the Plan Commission and Common Council for review and approval at this time.

Conformance with Adopted Plans

The Comprehensive Plan (2023) recommends Medium Residential, Neighborhood Mixed Use, and Parks and Open Space for various portions of the subject site. NMU areas can contain housing, employment, shopping, and services that generally serves surrounding neighborhoods, with heights of two to four stories and residential densities of up to 70 dwelling units per acre. Immediately west of the NMU area and in the northeast corner of the site, the Plan recommends Medium Residential, which includes larger multifamily buildings, sometimes interspersed with other smaller housing types, generally two to five stories in height with residential densities between 20 and 90 dwelling units per acre. The low-lying area at the northeast corner of the site is recommended for Parks and Open Space. The remainder of the area included in the preliminary plat are designated for Low Residential, Low-Medium Residential, and Parks and Open Space.

The subject site is also located within the boundaries of the Northport-Warner Park-Sherman Neighborhood Plan (2009). The Neighborhood Plan identifies the Raemisch property as a potential redevelopment area and provides two concept design plans for the site. The plan notes that the designs are intended to convey important ideas and design principles, but are only two of many potential design solutions. Conceptual designs for the property included a mix of detached houses on various lot sizes, co-housing, townhouses, live-work units, small and large multi-family housing, mixed-use development, urban agriculture, and parkland. The major planning and design goals outlined in the plan are flexibility in developing the site to achieve a denser, more urban neighborhood; a diversity of buildings and uses; sustainable neighborhood design; creating new street and path connections with the surrounding community; and preservation of open space.

Subdivision Standards

Staff believes that the standards for subdivision approval are met with the proposed final plat and that the final plat is in conformance with the approved preliminary plat. (Add statutory reference). All of the proposed lots will meet the minimum lot width and area requirements in their respective zoning districts, and staff believes that the proposal is consistent with the recommendations for the site in both the Comprehensive Plan and the Northport-Warner Park-Sherman Neighborhood Plan.

Public Input

At time of report publication, staff have not received any written public comments. If written public comment is received it will be posted to the legislative file for this request.

Conclusion

The applicant is requesting approval of a final plat for the first phase of development of the Raemisch Farm Development subdivision. Planning Division staff has carefully reviewed the proposed subdivision and believes that, with the recommended conditions of approval, it conforms to the approved preliminary plat for the Raemisch Farm Development and generally consistent with the land use and street layout recommendations for the subject site in the adopted Comprehensive Plan and Northport-Warner Park-Sherman Neighborhood Plan.

Recommendation

Planning Division Recommendation (Contact Colin Punt, 243-0455)

The Planning Division recommends that the Plan Commission find that the final plat of *Raemisch Farm Development* is consistent with the approved preliminary plat and recommend **approval** to the Common Council subject to input at the public hearing and the conditions from reviewing agencies below:

Recommended Conditions of Approval Major/Non-Standard Conditions are Shaded

Planning Division (Contact Colin Punt, 608-243-0455)

1. Combine the remnant lands not within this final plat phase into an outlot to include in the plat and restrict from development until platted later in conformance with an approved preliminary plat. Provide an estimated schedule for future final platting phases.

Zoning Administrator (Contact Jenny Kirchgatter, 608-266-4429)

2. Obtain a raze permit for the existing buildings.

3. Every applicant for a demolition approval is required to obtain approval for a reuse and recycling plan from the City Recycling Coordinator, Bryan Johnson (streets@cityofmadison.com) prior to receiving a raze permit. Every person who is required to submit a reuse and recycling plan shall submit documents showing compliance with the plan within sixty (60) days of completion of the demolition. A demolition or removal permit is valid for two (2) years from the date of approval.

City Engineering Division (Contact Brenda Stanley, 608-261-9127)

4. A Phase 1 environmental site assessment (per ASTM E1527-13), is required for lands dedicated to the City. Provide one (1) digital copy and staff review will determine if a Phase 2 ESA is also required. Submit report(s) to Environmental Review (environmentalreview@cityofmadison.com).

5. It is anticipated that the public sanitary sewer and storm water drainage improvements required to serve this proposed plat will require additional easements beyond the boundary of lands included in this plat over the lands to the east, currently owned by Dane County (Airport lands). The developer is required to acquire the easements as required by the City of Madison at the developer's expense. The City of Madison does not have Eminent Domain powers to acquire easement rights over lands owned by Dane County. Therefore all easements required are subject to Dane County approval. The Developer is advised to begin contact and negotiations with Dane County as soon as possible if not already begun.

6. Enter into a City / Developer agreement for the required infrastructure improvements. Agreement to be executed prior to sign off. Allow 4-6 weeks to obtain agreement. Contact City Engineering to schedule the development and approval of the plans and the agreement. (MGO 16.23(9)c)

7. Construct Madison Standard street and sidewalk/ multi-use path improvements for all streets within the plat/csm. (MGO 16.23(9)(d)6)

8. Construct sidewalk or multi-use path, terrace, curb, gutter, and pavement along the west side of Packers Avenue, adjacent to the development to a plan as approved by the City Engineer. In the case that it is determined by City Engineering staff that it will not be practical to install curb and gutter with improvements constructed for this development, the developer shall sign a waiver of special assessments and shall cover 100% of the cost for curb and gutter installation to be made at a future date with a street reconstruction project.

9. Make improvements to Packers Avenue in order to facilitate ingress and egress to the development. Improvements can include but are not limited to adding pavement for turn lanes, curb, gutter, storm and sanitary sewer, water main, pavement markings, and street lights. Construction of improvements shall be made per plans approved by the City Engineer. (MGO 16.23(9)(d)(6)

10. Construct public sanitary sewer, storm sewer, and drainage improvements as necessary to serve the lots within the plat/csm. (MGO 16.23(9)(d))

11. Madison Metropolitan Sewerage District (MMSD) charges are due and payable prior to Engineering sign-off, unless otherwise collected with a Developer's / Subdivision Contract. Contact Mark Moder (608-261-9250) to obtain the final MMSD billing a minimum of two (2) working days prior to requesting City Engineering signoff. (MGO 16.23(9)(d)(4)

12. All outstanding City of Madison sanitary sewer connection charges are due and payable prior to Engineering sign-off, unless otherwise collected with a Developer's / Subdivision Contract. This property is subject to Sanitary Connection charges for the Truax West Interceptor District at a rate of $12.00/1000 sf.

13. A minimum of two (2) working days prior to requesting City Engineering signoff on the plat/csm contact either Tim Troester (West) at 261-1995 (ttroester@cityofmadison.com) or Brenda Stanley (East) at 608-261-9127 (bstanley@cityofmadison.com) to obtain the final stormwater utility charges that are due and payable prior to sub-division of the properties. The stormwater utility charges (as all utility charges) are due for the previous months of service and must be cleared prior to the land division (and subsequent obsolesces of the existing parcel). (POLICY)

14. Provide proof of septic system abandonment from Public Health - Madison and Dane County as a condition of plan approval. Septic System abandonment application is available online at http://www.publichealthmdc.com/environmental/septage/

15. An Erosion Control Permit is required for this project. See Storm comments for permit specific details and requirements.

16. A Storm Water Management Report and Storm Water Management Permit is required for this project. See Storm comments for report and permit specific details and requirements.

17. This site appears to disturb over one (1) acre of land and requires a permit from the WDNR for stormwater management and erosion control. The City of Madison has been required by the WDNR to review projects for compliance with NR216 and NR-151 however a separate permit submittal is still required to the WDNR for this work. The City of Madison cannot issue our permit until concurrence is obtained from the WDNR via their NOI or WRAPP permit process. Contact Eric Rortvedt at 273-5612 of the WDNR to discuss this requirement. Information on this permit application is available on line: http://dnr.wi.gov/Runoff/stormwater/constrformsinfo.htm.
    The applicant is notified that the City of Madison is an approved agent of the Department of Safety and Professional Services (DSPS) and no separate submittal to this agency or CARPC is required for this project to proceed.

18. A portion of this plat/csm/project may come under the jurisdiction of the US Army Corp of Engineers and Wisconsin Department of Natural Resources for wetland, flood plain, or navigable waterway issues. There is an enclosed depression in areas shown as "unplatted lands". This enclosed depression likely has wetlands on it. Show the wetland limits and the required 75' setback from the wetlands on the plat and provide digital copy of the wetland delineation. Wetland delineations shall be <5 years old. (NOTIFICATION)

19. Submit a soil boring report that has been prepared by a Professional Engineer two weeks prior to recording the final plat to the City Engineering Division indicating the ground water table and rock conditions in the area. If the report indicates a ground water table or rock condition less than 9' below proposed street grades, a restriction shall be added to the final plat, as determined necessary by the City Engineer. (MGO 16.23(9)(d)(2) and 16.23(7) (a)(13))

20. Confirm that adequate sight distance exists where public streets intersect per AASHTO design standards for intersection sight distance. If adequate sight distance does not exist, change the location of the street intersection or agree to make improvements to the roadways such that the sight distance is achieved or make the mitigating improvements as required by the City.

21. Provide calculations for the 500-year storm event, as identified in Madison General Ordinance Chapter 37, as part of the plat design and stormwater management plan. The flows from this design storm event will be routed through the development and used to determine an anticipated safe top of concrete foundation elevation for future buildings in critical areas.

22. Install a property boundary markers along the boundary of lands dedicated for public stormwater purposes at property corners or in locations that are mutually agreeable to the applicant and Engineering Division. These boundary markers shall include approximately 30 feet of split rail plastic fencing at inflection points along the property boundaries as identified by Engineering staff.

23. This project falls in the area subject to increased erosion control enforcement as authorized by the fact that it is in a TMDL ZONE and therefore will be regulated to meet a higher standard.

24. This project will disturb 20,000 sf or more of land area and require an Erosion Control Plan. Please submit an 11" x 17" copy of an erosion control plan (pdf electronic copy preferred) to Megan Eberhardt (west) at meberhardt@cityofmadison.com, or Daniel Olivares (east) at daolivares@cityofmadison.com, for approval.
    Demonstrate compliance with Section 37.07 and 37.08 of the Madison General Ordinances regarding permissible soil loss rates. Include Universal Soil Loss Equation (USLE) computations for the construction period with the erosion control plan. Measures shall be implemented in order to maintain a soil loss rate below 5.0 tons per acre per year. The WDNR provided workbook to compute USLE rates can be found online at https://dnr.wi.gov/topic/stormwater/publications.html
    Complete weekly self-inspection of the erosion control practices and post these inspections to the City of Madison website - as required by Chapter 37 of the Madison General Ordinances.

25. Prior to approval, this project shall comply with Chapter 37 of the Madison General Ordinances regarding stormwater management. Specifically, this development is required to submit a Storm Water Management Permit application, associated permit fee, Stormwater Management Plan, and Storm Water Management Report to City Engineering. The Stormwater Management Permit application can be found on City Engineering's website at http://www.cityofmadison.com/engineering/Permits.cfm.
    The Storm Water Management Plan & Report shall include compliance with the following:
    Report: Submit prior to plan sign-off, a stormwater management report stamped by a P.E. registered in the State of Wisconsin.
    Electronic Data Files: Provide electronic copies of any stormwater management modeling or data files including SLAMM, RECARGA, TR-55, HYDROCAD, Sediment loading calculations, or any other electronic modeling or data files. If calculations are done by hand or are not available electronically, the hand copies or printed output shall be scanned to a PDF file and provided to City Engineering. (POLICY and MGO 37.09(2))
    Rate Control New Development: Detain the 2, 5, 10, 100, & 200 - year storm events, matching post development rates to predevelopment rates and using the design storms identified in Madison General Ordinances Chapter 37.
    Infiltration: Provide infiltration of 90% of the pre-development infiltration volume.
    TSS New Development: Reduce TSS by 80% (control the 5-micron particle) off of newly developed areas compared to no controls.

100-year Overflow: The applicant shall demonstrate that water can leave the site and reach the public ROW without impacting structures during a 100-year event storm. This analysis shall include reviewing overflow elevations and unintended storage occurring on site when the storm system has reached capacity.

26. Submit, prior to plan sign-off but after all revisions have been completed, digital PDF files to the Engineering Division. Email PDF file transmissions are preferred to: bstanley@cityofmadison.com (East) or ttroester@cityofmadison.com (West).

City Engineering Division – Mapping Section (Contact Jeff Quamme, 608-266-4097)

27. It is anticipated that the public sanitary sewer and storm water drainage improvements required to serve this proposed plat will require additional easements beyond the boundary of lands included in this plat over the lands to the east, currently owned by Dane County (Airport lands). The developer is required to acquire the easements as required by the City of Madison at the developer's expense. The City of Madison does not have Eminent Domain powers to acquire easement rights over lands owned by Dane County. Therefore all easements required are subject to Dane County approval. The Developer is advised to begin contact and negotiations with Dane County as soon if possible if not already begun.

28. The remnant lands not within this phase of platting shall be combined into an Outlot, included in this plat and restricted from development until platted later in conformance with an approved preliminary plat. The Outlot shall include the following note: Outlot "X" within this plat shall be prohibited from further development until further developed in substantial conformance with the Preliminary Plat conditionally approved by Resolution RES-22-00629, File ID 72365, Adopted September 6, 2022 by the Madison Common Council or any subsequent City of Madison approved Preliminary Plat and Final Plat or Certified Survey Map.

29. Government Road shown to the southeast of this plat is a Roadway Access Easement retained by the City of Madison per Doc No's 667719, 761227 and 1416749. Label it as a Roadway Easement - City of Madison.

30. Grant a Permanent Limited Easement for grading and sloping 15 feet wide along Packers Avenue. Contact Jeff Quamme of Engineering Mapping (jrquamme@cityofmadison.com) for easement language.

31. Coordinate and request from the utility companies serving this area the easements required to serve this development. Those easements shall be properly shown, dimensioned and labeled on the final plat.

32. Add standard note for public utility easements: Public Utility Easements as herein set forth are for the use by Public Bodies and Private Public Utilities having to right to serve the area.

33. For this phase, there are not any required Easements or private Outlots necessary to accommodate the current USPS required centralized delivery of mail using Cluster Box Units (CBUs). The lots being created by this first plat are multifamily and mixed use lots that will require site specific mail delivery within each lot. Applicant shall remain aware that CBU's will be required in the future single family development areas.

34. Note: The elevation / height restrictions and easement restricting improvements per Document No 784388 that formerly encumbered lands within this plat have been released by the Federal Govt. and Dane County per Document No.'s 5913796 and 6011949.

35. Remove Dane County from the Surveyor's Certificate. The plat is wholly within the Corporate boundary of the City of Madison and not subject to Dane County Subdivision Ordinances.

36. Wisconsin Administrative Code A-E 7.08 identifies when Public Land System (PLS) tie sheets must be filed with the Dane County Surveyor's office. The Developer's Surveyor and/or Applicant must submit copies of required tie sheets or monument condition reports (with current tie sheet attached) for all monuments, including center of sections of record, used in this survey, to Jeff Quamme, City Engineering (jrquamme@cityofmadison.com)

37. The Applicant shall reference City of Madison WCCS Dane Zone, 1997 Coordinates on all PLS corners on the Plat or Certified Survey Map in areas where this control exists. The Surveyor shall identify any deviation from City Master Control with recorded and measured designations. Visit the Dane County Surveyor's Office (web address https://www.countyofdane.com/PLANDEV/records/surveyor.aspx) for current tie sheets and control data that has been provided by the City of Madison.

38. Prior to Engineering final sign-off by main office for Plats or Certified Survey Maps (CSM), the final Plat or CSM in pdf format must be submitted by email transmittal to Engineering Land Records Coordinator Jeff Quamme (jrquamme@cityofmadison.com) for final technical review and approval. This submittal must occur a minimum of two working days prior to final Engineering Division sign-off.

39. Conditions of approval noted herein are not intended to be construed as a review determining full compliance with City of Madison Ordinances and State of Wisconsin Statutes. The licensed professional preparing the land division is fully responsible for full compliance with all Ordinances and Statutes regulating this proposed land division.

40. Provided recorded as information along the north line of the plat. The lot numbers per statute are required to be consecutively numbered, therefore the plat lot numbering shall be modified accordingly. Properly label all right of way widths of Packers Ave as required by statute.

41. The bearing reference shall include which adjustment of NAD 83 the bearings and coordinates are referenced to.

42. Label the existing buildings as "To Be Demolished".

43. The legal description and other plat mapping items required due to the required Outlot combining remnant lands shall be revised and modified as required by Statute and Ordinance.

44. The City Finance Director Certificate shall be removed and replaced with a City of Madison Treasurer's Certificate. The Treasurer being Craig Franklin.

45. Change the City Clerk to Lydia A. McComas.

Traffic Engineering Division (Contact Sean Malloy, 608-266-5987)

46. The Applicant shall dedicate Right of Way along Packers Avenue, for a total of 60' from the center line.

47. The applicant shall dedicate on Sunfield Street consistent with what was approved on the preliminary plat.

48. Prior to final sign-off, the applicant shall work with Traffic Engineering Electrical Section to record the necessary easements for streetlights. Typically, Traffic Engineering requires a 12' easement between lots and 6' easements on corner lots where street lights are needed.
    Easements needed between lots: 62-63, 67-68, 36-35, 41-40, 46-45, 48-49, 51-52, 17-16, 22- 23
    And on side/front of lots: 12, 11, 10, 6, 4, 2, OL 1, 30, OL 3, 19, 5

49. The applicant shall add a note to the Plat stating no driveway shall be constructed that interferes with the orderly operation of the pedestrian walkway. This will require all pedestrian ramps to be constructed separate from driveway entrances; a curb-head of no less than six (6) inches in width shall be constructed between all pedestrian ramps and driveway entrances. This is especially important at 'T' intersections where lot and building layout become critical; to prevent interference with the pedestrian ramp, lots intersecting or adjacent 'T' intersection may require a shared driveway and access.

Parks Division (Contact Brian Kowalski, 608-243-2848)

50. Park Impact Fees (comprised of the Park Infrastructure Impact Fee, per MGO Sec. 20.08(2)), and Park-Land Impact Fees, per MGO Sec. 16.23(6)(f) and 20.08(2) will be required for all new residential development associated with this project. This development is within the North Park-Infrastructure Impact Fee district. The Park Impact Fee ID# for this project is 25073. Visit https://www.cityofmadison.com/parks/about/impactFees.cfm for information about Park Impact Fee rates, calculations, and payment process.

51. The following note should be included on the plat: “LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO IMPACT FEES THAT ARE DUE AND PAYABLE AT THE TIME BUILDING PERMIT(S) ARE ISSUED.”

52. Prior to sign off on the plat the applicant shall execute a declaration of conditions and covenants for impact fees. Requests can be emailed to parkimpactfees@cityofmadison.com.

53. The Parks Division shall be required to sign off on this plat.

54. No park land dedication is included in the Raemisch Farm Final Plat. Parks intends to charge full fees in-lieu of parkland dedication for all units in the Raemisch Farm Final Plat. As the remainder of the lands included in the Raemisch Farm Preliminary Plat are platted, Park-Land Impact Fees could be credited for parkland dedication of Outlot 3. This would be determined when Outlot 3 of the Raemisch Farm Preliminary Plat is dedicated as park land.

Water Utility (Contact Jeff Belshaw, 608-261-9835)

55. The developer shall construct the public water distribution system and services required to serve the proposed subdivision plat/CSM per MGO 16.23(9)(d)(3).

56. All public water mains and water service laterals shall be installed by a standard City subdivision contract / CityDeveloper agreement. Applicant shall contact City Engineering Division to schedule the development of plans and the agreement. See Engineering Division comments for additional information.

Parking Utility (Contact Trent Schultz, 608-246-5806)

57. The agency reviewed this project and determined a Transportation Demand Management (TDM) Plan is not required as part of subdivision review. As development progresses in the subdivision, residential uses with 10 or more dwelling units and other applicable uses in MGO 16.03 will be subject to TDM Plan review.

Office of Real Estate Services (Lance Vest, 608-245-5794)

58. Prior to approval sign-off by the Office of Real Estate Services ("ORES"), all parties having an interest in the property, pursuant to Wis. Stats 236.21(2)(a), shall execute the Owner's Certificate on the plat. Certificates shall be prepared with the ownership interests consistent with the most recent title report. Signatories shall provide documentation that proves legal authority to sign the Owner's Certificate. If any land within the plat boundary is under contract for sale or purchase, and said transfer will be conducted at the time of plat recording, an escrow agreement may be necessary. Please discuss closing plans with your contact in ORES in advance of CSM signoff. When possible, the executed original hard stock recordable plat shall be presented at the time of ORES approval sign-off. If not, the City and the Register of Deeds are now accepting electronic signatures. A PDF of the plat containing electronic signatures shall be provided to ORES to obtain approval sign-off.

59. Prior to plat approval sign-off, an executed and notarized or authenticated certificate of consent for any and all mortgagees/vendors shall be included following the Owner's Certificate(s).

60. A Consent of Lessee certificate shall be included on the plat for any tenancy in excess of one year, recorded or unrecorded, and executed by said tenant prior to agency plat approval sign-off. Inform ORES via email to Lance Vest (lvest@cityofmadison.com) if any farm leases are in place.

61. City of Madison Common Council Certificate: Revise the name of the Acting City Clerk in the Common Council Certificate to appear as follows:

    _____
    Michael Haas, Acting City Clerk
    City of Madison, Dane County, Wisconsin

62. City of Madison Plan Commission Certificate: Include the name of the Secretary in the Plan Commission Certificate to appear as follows:

    Approved for recording per the Secretary of the City of Madison Plan Commission.

    By: _____ Date: _____
    Matthew Wachter,
    Secretary of the Plan Commission

63. City of Madison Treasurer Certificate: The following certificate must appear on the plat:

    I, Craig Franklin, being the duly appointed, qualified and acting Treasury and Revenue Manager of the City of Madison, Dane County, Wisconsin, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this

_____ day of _____, 20____ on any of the lands included in the plat of _____ .

_____

Craig Franklin, Treasury and Revenue Manager
City of Madison, Dane County, Wisconsin

64. Dane County Register of Deeds Certificate: A certificate for the Dane County Register of Deeds to enter time, date and recording location information shall appear on the plat.

65. As of September 26, 2025, the 2024 real estate taxes are paid for the subject property. Under 236.21(3) Wis. Stats. and 16.23(5)(g)(1) Madison General Ordinances, the property owner shall pay all real estate taxes that are accrued or delinquent for the subject property prior to Plat recording. This includes property tax bills for the prior year that are distributed at the beginning of the year. Receipts are to be provided on or before sign-off and checks are payable to:

    City of Madison Treasurer's Office
    210 Martin Luther King, Jr. Blvd.
    Madison, WI 53701

66. As of September 26, 2025, there are special assessments reported for the parcels within the plat boundary. Pursuant to Madison City Ordinance Section 16.23(5)(g)1 and Wis. Stats. 236.21(3), all special assessments, including accrued interest in the case of delinquencies, shall be paid by the owner prior to plat approval sign off. Receipts for payment shall be provided to ORES in advance of plat approval sign-off. In lieu of this requirement, the owner may present written documentation from the City's Board of Public Works that the special assessments may be continued to be paid on the installment basis authorized by the Board of Public Works. However, if lands within the plat boundary are to be dedicated, the special assessments levied against the dedicated lands are to be paid in full.

67. Pursuant to Madison City Ordinance Section 16.23(5)(g)(4), the owner shall furnish an updated title report to ORES via email to Lance Vest (lvest@cityofmadison.com), as well as the surveyor preparing the plat, an updated title report covering the period between the date of the initial title report (August 14, 2025) and the date when sign-off approval is requested. A title commitment may be provided, but will only be considered as supplementary information to the title report update. The surveyor shall update the plat with the most recent information available in the title report update. ORES reserves the right to impose additional conditions of approval in the event the title update contains changes that warrant revisions to the plat.

68. Depict, name, and identify by document number on the proposed plat all existing easements cited in record title.

69. Depict and show the dimensions of all existing buildings and encroachments within the proposed plat boundary, and any encroachments within or beyond the plat boundary. If buildings are going to be demolished, don't include their dimensions and label them "TO BE DEMOLISHED". The following items shall also be depicted, but do not require dimensions, including but not limited to: drives, parking lots, athletic courts, pools, wells, septic systems, etc.

70. No farming or use of lands to be dedicated to the public for Park purposes shall be allowed unless specifically approved by the Parks Superintendent and permitted under a farm lease administered by ORES. If the lands within the plat boundary are farmed agricultural lands, the applicant shall enter into a lease with the City for those lands to be dedicated and/or conveyed to the City through plat recording. Please contact Lance Vest (lvest@cityofmadison.com) in ORES to discuss the potential lease terms. Said leases are authorized by Resolution File ID 29183, RES-13-00247, adopted 04-16-13.

71. Include the following sentence with the dedicated utility easements depiction in the plat Legend: Utility Easements as herein set forth are for the use of public bodies, as well as private utilities having the right to serve the area.

The Fire Department, Forestry Section, Metro Transit, and City Assessor have reviewed this request and have recommended no conditions of approval.

City of Madison

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

Master

File Number: 89776

File ID:	89776	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	PLAN COMMISSION
				File Created Date :	08/29/2025
File Name:	CSM - 120-126 N Orchard St et al			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by 4 Lakes Properties, LLC and Dayton-Orchard, LLC located at 120-126 N Orchard Street, 1313 Randall Court, 1314 Randall Court, and 1309-1311 W Dayton Street (District 8).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Subdivision Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf, Link to Cond Use File 89762	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/29/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Plan Commission (10/6/25), Common Council (10/7/25)					
1	COMMON COUNCIL	09/16/2025	Referred	PLAN COMMISSION			
	Action Text:	This Resolution was Referred to the PLAN COMMISSION					

Text of Legislative File 89776

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by 4 Lakes Properties, LLC and Dayton-Orchard, LLC located at 120-126 N Orchard Street, 1313 Randall Court, 1314 Randall Court, and 1309-1311 W Dayton Street (District 8).

Body

WHEREAS a Certified Survey Map of property owned by 4 Lakes Properties, LLC and Dayton-Orchard, LLC located at 120-126 N Orchard Street, 1313 Randall Court, 1314 Randall Court, and 1309-1311 W Dayton Street, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8/25/25 9:43 a.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: 4 Lakes Properties, LLC. Representative, if any: Abby Jones

Street address: 1020 Regent Street 2nd Floor City/State/Zip: Madison, WI 53715

Telephone: 608-308-2510 Email: [redacted]

Firm Preparing Survey: Vierbicher Contact: David Gullickson

Street address: 999 Fourier Drive, Suite 201 City/State/Zip: Madison, WI 53717

Telephone: 608-576-5511 Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 120, 122, 124, 126 & 128 N. Orchard St., 1313 & 1314 Randall Ct., 1309 and 1311 W. Dayton Street

Tax Parcel Number(s): 251/0709-221-1129-3, 1130-0, 1102-9, 1131-8, 1112-8, 1113-6

Zoning District(s) of Proposed Lots: TR-U2 School District: City of Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____

Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	2	0	0.68
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):	TR-U2		0.68
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			0.68

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: David Gullickson, P.L.S. Signature: David Gullickson

Date: 08/22/2025 Interest In Property On This Date: Land Surveyor

September 12, 2022

Ms. Heather Stouder
Director, Planning Division
City of Madison Department of Planning & Community & Economic Development
215 Martin Luther King Jr. Blvd., Ste 017
Madison, Wisconsin 53703

Re: Letter of Intent - Land Use Application Submittal
120-128 N Orchard St & 1313-1314 Randall Ct.
KBA Project #2219

Ms. Heather Stouder:

The following is submitted together with the plans and application for the staff and Plan Commission's consideration of approval.

Organizational Structure:

Owner:	4 Lakes Properties 31 S. Mills St Madison, WI 53715 (608) 308-2510 Contact: Joseph Soderholm joe@4lakesproperties.com	Architect:	Knothe & Bruce Architects, LLC 7601 University Avenue, Ste 201 Middleton, WI 53562 (608) 836-3690 Contact: Kevin Burow kburow@knothebruce.com
Engineer:	Vierbicher 999 Fourier Drive, Suite 201 Madison, WI 53717 (608) 826-0532 Contact: Randy Kolinske rkol@vierbicher.com	Landscape Design:	Parkitecture + Planning 901 Deming Way, Suite 102 Madison, WI 53717 (608) 886-6808 Contact: Blake Theisen blake@parkitecture.org

Introduction:

This proposed multi-family development involves the construction of a new multi-family apartment building at 124 N Orchard St. The project will require demolition of (5) existing 2-3 story residential rental houses located at: 120 N Orchard St, 124 N Orchard St, 128 N Orchard St, 1313 Randall Ct and 1314 Randall Ct. Following demolition, the individual parcels will be combined via CSM into a single building site for the new construction. Located within the Campus Area Neighborhood, the site is currently occupied by low-density student rental housing. This application requests permission of removal of the existing buildings for the development of a new eight story multi-family building. The development will include 48 of apartment units. The site is currently zoned TR-U2 (Traditional Residential – Urban 2) and will remain within this zoning for the proposed redevelopment.

Project Description:
The proposed project is a multi-family development consisting of 48 apartment units varying in size between one, two, three, four and five bedroom units. The building is eight stories with a single level of underground parking for both automobile and bicycle parking.

The building will step back from Orchard St. by 15' above the third floor in accordance with the recommendations in the Regent Street-South Campus Neighborhood Plan. The three-story scale along Orchard St provides the appropriate residential scale consistent with surrounding housing and apartment buildings. In addition to the three-story frontage, the building will provide three walk-up entrances to apartments along with a front porch feature to further enhance the connection with the street. Landscaping has been designed to enhance and soften areas while providing screening and shade where possible.

A combination of buff and darker-brown brick masonry paired with wood-toned and charcoal aluminum siding will provide a warm and dynamic façade, in keeping with the neighborhood context. The architecture breaks apart the overall scale of the building with setbacks, balconies, and a dynamic mixture of materials.

All vehicular traffic will enter from the rear side of the building via Randall Court. Limited automobile parking is provided in the underground level within the building. Minimal surface parking for guests is also available via Randall Court. Bicycle parking will be provided per Zoning requirements in the underground level as well as surface stalls both near the Orchard St. and Randall Ct building entries. The building entry on N Orchard St is within 250 ft of the nearest Madison Metro bus stop at the corner of N Orchard St and W Dayton St. allowing for easy access to many areas of the City.

City and Neighborhood Input:
We have met with the City on several occasions for this proposed development including a pre-application meeting with City Staff, a meeting with the Fire Department, and attending a DAT meeting. A virtual neighborhood meeting led by Alder Bennet and the Project Design Team was held on 8/9/22 and was attended by neighbors. General reaction at the meeting was positive with few questions and no opposition.

Demolition Standards
The existing (5) residential buildings are currently used as rental properties and they have been well used over many years; however, the existing density is under-serving the demands of the neighborhood and City. The five adjacent building sites, when combined, will provide a suitable parcel size for a new apartment building to provide significantly more housing within the same site area. We will do our best to repurpose any of the useful items within these buildings and will allow relocation of them if an interested party would desire to utilize the entire structure, and it is determined to be feasible to do so. The demolition standards will be met, and a Re-use and Recycling Plan will be submitted prior to the deconstruction of the existing structures.

Conditional Use Approvals:
The proposed development requires a conditional use to allow for an increase in building height (eight stories) and demolition of existing structures. The proposed building's size, scale and use are consistent with the City's Comprehensive Plan for this property, which indicates a desire for 8 story height along N Orchard St. We have also met or exceeded all other standards of the TR-U2 zoning.

Site Development Data:

Densities:	
Lot Area	17,905 S.F. / .41 acres
Dwelling Units	48 D.U.
Lot Area / D.U.	373 S.F./D.U.
Density	117 units/acre
Lot Coverage	13,637 S.F. / 76.1 %
Usable Open Space	3,608 S.F. (75 sq.ft./Unit)
Building Height:	8 Stories / 89'- 11"

Dwelling Unit Mix:

One Bedroom	14
Two Bedroom	14
Three Bedroom	4
Four Bedroom	9
Five Bedroom	7
Total	48 D.U.

Vehicle Parking:

Underground	10
Surface parking lot	7
Total	17 vehicle stalls

Bicycle Parking:

Garage Wall-Mount	14
Garage Floor-Mount	67
Surface	10
Total	91 bike stalls

Project Schedule:

It is anticipated that construction will start in August 2023 and be completed in August 2024

Thank you for your time and consideration of our proposal.

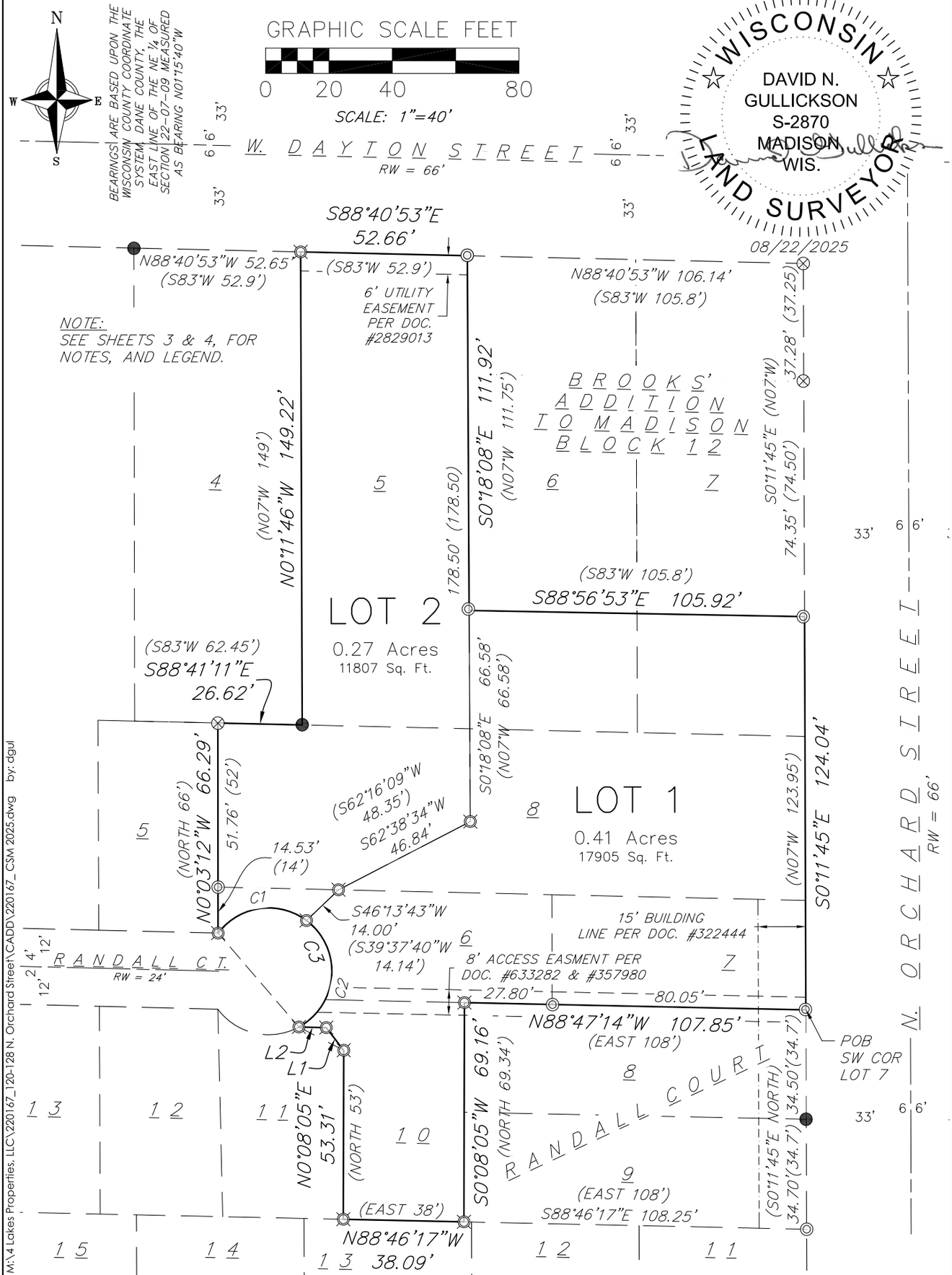
Sincerely



Kevin Burow, AIA, NCARB, LEED A.P.
Managing Member

CERTIFIED SURVEY MAP No._____

LOT 5 & 8, AND PART OF LOT 6, & 7, BLOCK 12, BROOKS ADDITION TO MADISON, REC. IN VOL. A, PAGE 7 OF PLATS, AS DOC. NO. 107, LOTS 6, 7, & PART OF LOT 10, RANDALL COURT, RECORDED IN VOL. 4, PAGE 17A OF PLATS, AS DOC. NO. 322444, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN



M:\4 Lakes Properties, LLC\220167_120-128 N. Orchard Street\CADD\220167_CSM 2025.dwg by: dgul

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

FN: 220167
DATE: 08-22-2025
REV:
Drafted By: DGUL
Checked By: MLON

SURVEYED FOR:
ABBY JONES
4 LAKES PROPERTIES, LLC
1020 REGENT ST, 2ND FLR
MADISON, WI 53715

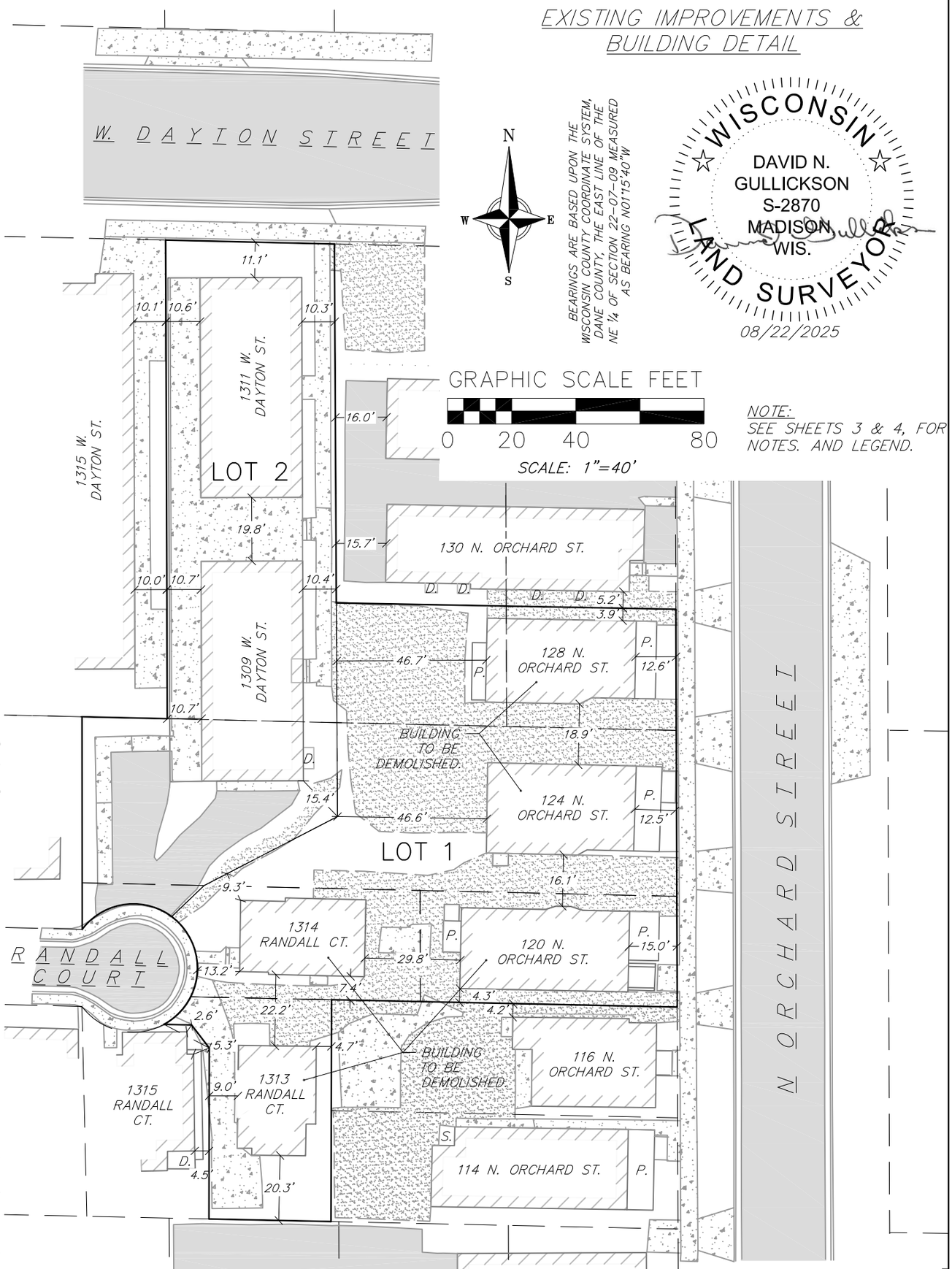
C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 1 OF 8

CERTIFIED SURVEY MAP No._____

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EXISTING IMPROVEMENTS & BUILDING DETAIL



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C.S.M. No._____
Doc. No._____
Vol._____ Page_____

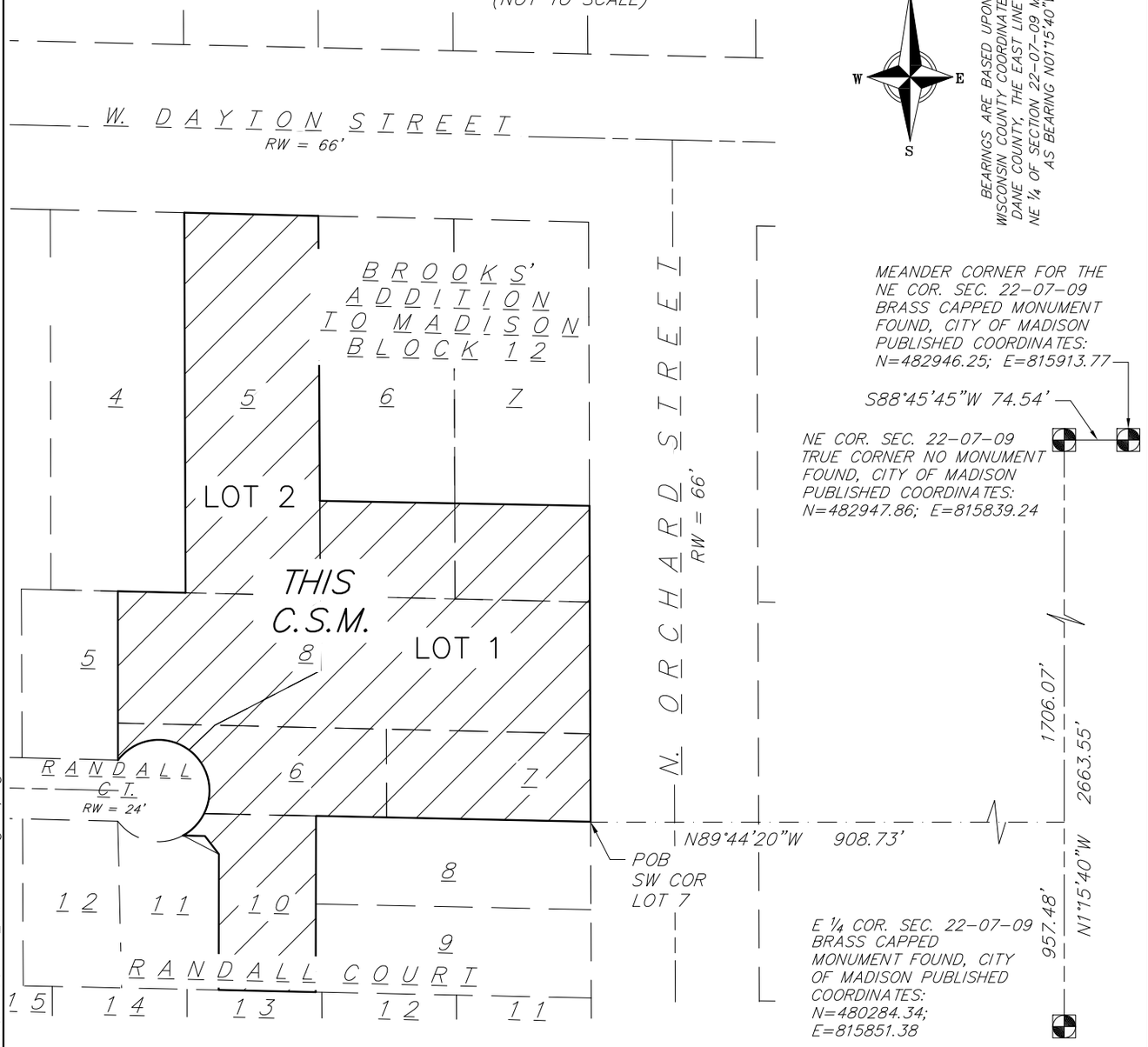
SHEET 2 OF 8

CERTIFIED SURVEY MAP No._____

LOT 5 & 8, AND PART OF LOT 6, & 7, BLOCK 12, BROOKS ADDITION TO MADISON, REC. IN VOL. A, PAGE 7 OF PLATS, AS DOC. NO. 107, LOTS 6, 7, & PART OF LOT 10, RANDALL COURT, RECORDED IN VOL. 4, PAGE 17A OF PLATS, AS DOC. NO. 322444, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

SECTION TIE DETAIL

(NOT TO SCALE)



SURVEY LEGEND

- FOUND 1" ø IRON PIPE
- FOUND 2" ø IRON PIPE
- FOUND 3/4" ø IRON ROD
- SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
- ( ) "RECORDED AS" INFORMATION

TOPOGRAPHIC HATCHING LEGEND

- CONCRETE SIDEWALK
- ASPHALT PAVEMENT
- GRAVEL

WISCONSIN
DAVID N. GULLICKSON
S-2870
MADISON, WIS.
LAND SURVEYOR

08/22/2025

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MADISON, WI 53715

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 3 OF 8

CERTIFIED SURVEY MAP No._____

LOT 5 & 8, AND PART OF LOT 6, & 7, BLOCK 12, BROOKS ADDITION TO MADISON, REC. IN VOL. A, PAGE 7 OF PLATS, AS DOC. NO. 107, LOTS 6, 7, & PART OF LOT 10, RANDALL COURT, RECORDED IN VOL. 4, PAGE 17A OF PLATS, AS DOC. NO. 322444, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

NOTES:

1. All buildings and improvements within Lot 1 shall be razed and removed prior to the redevelopment and improvement of Lot 1. Building within Lot 2 are to remain.
2. Lots within this subdivision are subject to impact fees that are due and payable at the time building permit(s) are issued.
3. All lots created by this Certified Survey Map are individually responsible for compliance with Chapter 37 of the Madison General Ordinances in regard to storm water management at the time they develop.
4. The "Building Lines" shown and noted on this Certified Survey Map are the "Building Lines" as shown and denoted on the Randall Court Plat. The "Building Lines" were not noted as a restriction on that plat as required by a public body and also the plat does not name a public body as a grantee, promisee or beneficiary. Therefore the "Building Lines" are not specifically enforceable by the City of Madison.
5. No changes to the existing drainage shall be allowed without the approval of the City Engineer.
6. The portion of Lot 1 within current Lot 7, Randall Court, is subject to covenants, conditions and restrictions per Doc No. 357980.
7. The portion of Lot 2 lying south of the south line of Lot 8, Block 12 or Brooks Addition is subject to covenants, conditions and restrictions per Doc No. 353776.
8. Document No. 633282 shall be amended/replaced by a separately recorded document to be recorded subsequent to the recording of this Certified Survey Map. Document No. 633282 has been amended by Document No._____.
11. This Certified Survey Map is subject to Easements and Agreements for Access, Stormwater Management by a separately recorded document to be recorded subsequent to the recording of this Certified Survey Map.
12. The properties are located within Wellhead Protection District–Zone (WP–27). Uses of the properties are required to comply with the City of Madison Wellhead Protection requirements as provided under MGO Sections 13.22 and 28.102.

Public Water Easements:

Creation of Easement Rights: A permanent easement over, across a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by City of Madison for public underground water main purposes. City of Madison and its employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, replace and reconstruct the Water Main Facilities within the Easement Area. City of Madison shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

Property Restoration: City of Madison shall repair any damage caused to any pavement, concrete or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison as provided herein. Following completion of any excavation work, City of Madison shall promptly restore the area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete and turf.

Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easement Area for any purpose, provided such use shall not interfere with the easement rights of the City of Madison hereunder. No buildings or structures or fences unrelated to the Water Main Facilities shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Water Utility General Manager.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.

Release of Rights to Easements Created by Plat: Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.

WISCONSIN
DAVID N. GULLICKSON S-2870 MADISON, WIS.
LAND SURVEYOR

08/22/2025

LINE TABLE			
LINE NUMBER	DIRECTION	LENGTH	
L1	N37°37'56"W	9.03'	(9.00')
L2	N88°43'23"W	8.64'	(8.54')

Curve Table							
Curve #	Length	Radius	Delta	Chord Length	Chord Dir.	Tangent In	Tangent Out
C1	31.30'	20.00'	89°39'48"	28.20'	N81° 52' 58"E		
C2	40.06'	20.00'	114°46'22"	33.69'	S04° 06' 03"W		
C3	71.36'	20.00'	204°26'10"	39.09'	N40° 43' 51"W	N61° 29' 14"E	N37° 03' 04"E

vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

FN: 220167
DATE: 08–22–2025
REV:
Drafted By: DGUL
Checked By: MLON

SURVEYED FOR:
ABBY JONES
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MADISON, WI 53715

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 4 OF 8

M:\4 Lakes Properties, LLC\220167_120-128 N. Orchard Street\CADD\220167_CSM 2025.dwg by: dgul

CERTIFIED SURVEY MAP No._____

LOT 5 & 8, AND PART OF LOT 6, & 7, BLOCK 12, BROOKS ADDITION TO MADISON, REC. IN VOL. A, PAGE 7 OF PLATS, AS DOC. NO. 107, LOTS 6, 7, & PART OF LOT 10, RANDALL COURT, RECORDED IN VOL. 4, PAGE 17A OF PLATS, AS DOC. NO. 322444, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, David N. Gullickson, Professional Land Surveyor, No. S-2870, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein under the direction of 4 Lakes Properties, LLC, Owner, and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Madison in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: David N. Gullickson

Date: August 22, 2025.



Signed: _____
David N. Gullickson, P.L.S. No. S-2870

LEGAL DESCRIPTION:

Lot 5 and 8, Part of Lot 6 and 7, Block 12, Brooks Addition to Madison, Recorded in Volume A, Page 7 of Plats, as Document Number 166985, Lot 6, 7, 10 and part of Lot 10, Randall Court, Recorded in Volume 4, Page 17A of Plats, as Document Number 322444, Dane County Registry, located in the SE 1/4 of the NE 1/4 of Section 22, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more fully described as follows.

Commencing at the East Quarter (E ¼) corner of Said Section 22; thence N01°15'40"W along the East line of the NE ¼ of said Section 22, 957.48 feet; thence N89°44'20"W 908.73 feet to the Southeast corner of said Lot 7, Randall Court and the point of beginning (POB); thence N88°47'14"W, along the South line of said Lot 7, 107.85 feet to the Northeast corner of said Lot 10; thence S00°08'05"W, along the East line of said Lot 10, 69.16 feet to the Southeast corner of said Lot 10; thence N88°46'17"W, along the South line of said Lot 10, 38.09 feet to the Southwest corner of said Lot 10; thence N00°08'05"E, along the West line of said Lot 10, 53.31 feet; thence N37°37'56"W, 9.03 feet; thence N88°43'23"W, 8.64 feet to a non-tangential curve, said point also lying on the southerly right-of-way line of Randall Court; thence continuing along southerly right-of-way line of Randall Court, 71.36 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 204°26'10", and a chord bearing N40°43'51"W, 39.09 feet to a non-tangential line, said point also lying on the Westerly line of said Lot 6, Randall Court; thence N00°03'12"W, along West line of said Lot 6, Randall Court, 66.29 feet to the Northwest corner of said Lot 8, Brooks Addition to Madison; thence S88°41'11"E, along North line of said Lot 8, 26.62 feet to the Southwest corner of said Lot 5; thence N00°11'46"W, along the West line of said Lot 5, 149.22 feet to the to the Northwest corner of said Lot 5 and a point on the northerly line of said Block 12, Brooks' Addition, said point also lying on the southerly right-of-way line of West Dayton Street; thence S88°40'53"E, along the northerly line of said Block 12 and the southerly right-of-way line of West Dayton Street, 52.66 feet to the Northeast corner of said Lot 5; thence S00°18'08"E, along the East line of said Lot 5, 111.92 feet; thence S88°56'53"E, 105.92 feet to a point on the easterly line of said Block 12, Brooks' Addition, said point also lying on the westerly right-of-way line of N. Orchard Street; thence S00°11'45"E, along the easterly line of said Block 12, Brooks' Addition and the westerly right-of-way line of N. Orchard Street 124.04 feet to the point of beginning.

Said description contains 29,712 square feet or 0.68 acres more or less.

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vierbicher
planners | engineers | advisors
Phone: (800) 261-3898

FN: 220167
DATE: 08-22-2025
REV:
Drafted By: DGUL
Checked By: MLON

SURVEYED FOR:
ABBY JONES
4 LAKES PROPERTIES, LLC
1020 REGENT ST, 2ND FLR
MADISON, WI 53715

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET
5 OF 8

CERTIFIED SURVEY MAP No._____

LOT 5 & 8, AND PART OF LOT 6, & 7, BLOCK 12, BROOKS ADDITION TO MADISON, REC. IN VOL. A, PAGE 7 OF PLATS, AS DOC. NO. 107, LOTS 6, 7, & PART OF LOT 10, RANDALL COURT, RECORDED IN VOL. 4, PAGE 17A OF PLATS, AS DOC. NO. 322444, DANE COUNTY REGISTRY, LOCATED IN PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 22, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

4 Lakes Properties, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that we caused land described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon. We further certify that this Certified Survey Map is required by s. 236.34 Wisconsin Statutes, to be submitted to the City of Madison for approval.

IN WITNESS WHEREOF, the said 4 Lakes Properties, LLC, has caused these presents to be signed by 4 Lakes Properties, LLC, by Joe Soderholm, its Managing Member, at Madison, Wisconsin, on this _____ day of _____, 2025.

In the Presence of:

By: 4 Lakes Properties, LLC,
Managing Member

By: _____
Joe Soderholm, Managing Member

State of Wisconsin)
) ss
County of Dane)

Personally came before me this _____ day of _____, 2025, the above named, Joe Soderholm, Managing Member of the above named 4 Lakes Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____ My Commission Expires: _____
Notary Public, State of Wisconsin

WISCONSIN
DAVID N. GULLICKSON S-2870 MADISON, WIS.
LAND SURVEYOR

08/22/2025

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C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 6 OF 8

CERTIFIED SURVEY MAP No._____

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MORTGAGEE CERTIFICATE:

Lake Ridge Bank, a banking corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Lake Ridge Bank, has caused these presents to be signed by _____, its Chief Lending Officer, on this _____ day of _____, 2025.

In the Presence of:

LAKE RIDGE BANK

By: _____
Chief Lending Officer

State of Wisconsin)
)ss
County of Dane)

Personally came before me this _____ day of _____, 2025, _____, of the above named banking corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Chief Lending Officer of said banking corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said banking corporation, by its authority.

_____
Notary Public, State of Wisconsin

My Commission expires: _____

WISCONSIN
DAVID N. GULLICKSON S-2870 MADISON WIS.
LAND SURVEYOR

08/22/2025

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CERTIFIED SURVEY MAP No._____

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MADISON PLAN COMMISSION CERTIFICATE:

Approved for recording per the City of Madison Plan Commission.

Dated this _____ day of _____, 2025.

Signed: _____
Matthew Wachter, Secretary
City of Madison Plan Commission

MADISON COMMON COUNCIL CERTIFICATE:

Resolved that this Certified Survey Map located in the City of Madison was hereby approved by Enactment Number _____, File ID Number _____, adopted on the _____ day of _____, 2025; that said enactment provided for the acceptance of those lands divided by said Certified Survey Map to the City of Madison for public use.

Dated this ____ day of _____, 2025.

Signed: _____
Maribeth Witzel-Behl, City Clerk, City of Madison
Dane County, Wisconsin

REGISTER OF DEEDS CERTIFICATE:

Received for recording on this ___ day of _____, 2025, at _____ o'clock ___.m., and recorded in Volume _____ of Certified Surveys on Pages _____. as Document Number _____.

_____
Kristi Chlebowski, Dane County Register of Deeds

WISCONSIN
DAVID N. GULLICKSON S-2870 MADISON WIS.
LAND SURVEYOR

08/22/2025

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FN: 220167	SURVEYED FOR:	C.S.M. No._____	SHEET 8 OF 8
DATE: 08-22-2025	ABBY JONES		
REV:	4 LAKES PROPERTIES, LLC	Doc. No._____	
Drafted By: DGUL	1020 REGENT ST, 2ND FLR		
Checked By: MLON	MADISON, WI 53715	Vol._____ Page_____	

City of Madison

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

Master

File Number: 89643

File ID:	89643	**File Type:**	Claim	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	08/21/2025
File Name:	CLAIM: C. Thao - Property Damage - $500.00			**Final Action:**	
Title:	C. Thao - Property Damage - $500.00				
Notes:	EVL006856				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	09/02/2025	Refer	Risk Manager		09/30/2025	Pass
	Action Text:	A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the Risk Manager. The motion passed by voice vote/other.					
1	Risk Manager	09/30/2025	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER				
	Action Text:	This Claim was RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER					

Text of Legislative File 89643

Title

C. Thao - Property Damage - $500.00

Body

Claim received 8/19/2025.

City of Madison

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

Master

File Number: 89743

File ID:	89743	**File Type:**	Claim	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	08/27/2025
File Name:	CLAIM: S. Hassan - Property Loss - $950.00			**Final Action:**	
Title:	S. Hassan - Property Loss - $950.00				
Notes:	EVL006873				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	09/16/2025	Referred	Risk Manager		09/30/2025	
	Action Text:	This Claim was Referred to the Risk Manager					
1	Risk Manager	09/30/2025	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER				
	Action Text:	This Claim was RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER					

Text of Legislative File 89743

Title

S. Hassan - Property Loss - $950.00

Body

Claim received 8/26/2025.

City of Madison

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

Master

File Number: 89744

File ID:	89744	**File Type:**	Claim	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	08/27/2025
File Name:	CLAIM: S. Webb - Property Damage - $500.00			**Final Action:**	
Title:	S. Webb - Property Damage - $500.00				
Notes:	EVL006876				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	09/16/2025	Referred	Risk Manager		09/30/2025	
	Action Text:	This Claim was Referred to the Risk Manager					
1	Risk Manager	09/30/2025	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER				
	Action Text:	This Claim was RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER					

Text of Legislative File 89744

Title

S. Webb - Property Damage - $500.00

Body

Claim received 8/26/2025.

City of Madison

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

Master

File Number: 89786

File ID:	89786	**File Type:**	Claim	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/03/2025
File Name:	CLAIM: K. Phelps - Vehicle Damage - $250.00			**Final Action:**	
Title:	K. Phelps - Vehicle Damage - $250.00				
Notes:	EVL006887				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	COMMON COUNCIL	09/16/2025	Referred	Risk Manager		09/30/2025	
	Action Text:	This Claim was Referred to the Risk Manager					
1	Risk Manager	09/30/2025	RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER				
	Action Text:	This Claim was RECOMMEND TO COUNCIL TO DISALLOW - REPORT OF OFFICER					

Text of Legislative File 89786

Title

K. Phelps - Vehicle Damage - $250.00

Body

Claim received 8/28/2025.

City of Madison

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

Master

File Number: 89627

File ID:	89627	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	WATER UTILITY BOARD
				File Created Date :	08/20/2025
File Name:	3979 New Cingular Wireless Restated License Agreement			**Final Action:**	

Title: Authorizing the execution of a Restated License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for premises at the Lake View Water Tower located at 1202 Northport Drive. (District 18)

Notes:

Sponsors:	Carmella Glenn	**Effective Date:**	
Attachments:	Item 2 - Memo - Restated Telecom License Agreement.pdf, 3979 Exhibit A - License Fee Schedule.pdf, 3979 Exhibit B - Description of Premises.pdf, 3979 Exhibit C - Restated License Agreement.pdf	**Enactment Number:**	
Author:	Lance Vest, 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	08/20/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Water Utility Board (9/30/25), Finance Committee (9/8/25), Common Council (10/7/25)						
1	COMMON COUNCIL	09/02/2025	Refer	WATER UTILITY BOARD			Pass
	Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Refer to the WATER UTILITY BOARD. The motion passed by voice vote/other.						
	Notes: Additional referral(s) to Finance Committee						
1	WATER UTILITY BOARD	09/03/2025	Refer	FINANCE COMMITTEE	09/08/2025		
	Action Text: This Resolution was Refer to the FINANCE COMMITTEE						
1	FINANCE COMMITTEE	09/08/2025	Return to Lead with the Recommendation for Approval	WATER UTILITY BOARD			Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Return to Lead with the Recommendation for Approval to the WATER UTILITY BOARD. The motion passed by voice vote/other.						

1	WATER UTILITY BOARD	09/30/2025	RECOMMEND TO COUNCIL TO ADOPT	Pass

Action Text: Motion by Callisto, seconded by Witynski, to RECOMMEND TO COUNCIL TO ADOPT File 89627, Authorizing the Execution of a Restated License Agreement with Cingular Wireless, PCS, LLC, a Delaware limited liability company, for premises at the Lake View Water Tower located at 1202 Northport Drive (District 18). Motion carried by voice vote/other.

Text of Legislative File 89627

Fiscal Note

The proposed resolution authorizes a restated license agreement with New Cingular Wireless PCS, LLC (licensee) for placement of telecommunications equipment on the City-owned Lake View Water Tower located at 1202 Northport Drive. The licensee will pay $3,285 monthly with a 4% annual increase, detailed in Exhibit A. Dane County will receive 50% of the net proceeds of the license revenues to pay for use of County-owned land. The City's contractor, Terabonne will receive $365 per month with a 4% annual increase detailed in Exhibit A. The net revenue from this license agreement will be recognized in the Water Utility's 2025 Adopted Operating Budget. Future revenue increases will be made in subsequent agency operating requests and subject to Common Council approval. No additional appropriation is required.

Title

Authorizing the execution of a Restated License Agreement with New Cingular Wireless PCS, LLC, a Delaware limited liability company, for premises at the Lake View Water Tower located at 1202 Northport Drive. (District 18)

Body

WHEREAS, the City of Madison ("City") is the owner of the water tower improvements addressed as 1352 Northport Drive, Madison, Wisconsin ("Tower"); which is located on property owned by Dane County addressed as 1202 Northport Drive ("Property"). The City controls certain lands surrounding the Tower pursuant to an easement from Dane County (the "Ground Easement"). Under the terms of the Ground Easement, any modification to the City improvements on the Property require the prior written approval of Dane County; and

WHEREAS, the City and New Cingular Wireless PCS, LLC ("Licensee") are parties to a license, dated January 23, 1998, as amended by a first amendment to license, dated March 13, 2013, as further amended by a second amendment to license, dated December 14, 2016 (collectively, the "1998 License"), pertaining to the placement by Licensee of antennas and ancillary telecommunications equipment on the Tower as well as the placement of an equipment shelter ("Shelter") located on land near the base of the Tower; and

WHEREAS, the terms of a "Restated License Agreement" have been negotiated between Licensee, the City's Office of Real Estate Services staff, and the City's consultant, Terabonne, Inc. ("Terabonne") which allows Licensee to license a certain portion of the Property and a certain portion of the Tower (the "Premises") as depicted on Exhibit B for the placement of a Communication Facility; and

NOW, THEREFORE, BE IT RESOLVED that the City's Common Council hereby authorizes the Mayor and Clerk to execute the Restated Licensee Agreement attached hereto as Exhibit C, substantially on the terms, conditions and obligations contained therein, and take any further action required to accomplish the purpose of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, the Mayor and Clerk are authorized to execute any other documents as may be necessary to carry out the purposes of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of License, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of Agreement between the City and Terabonne, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

Quality and Reliability since 1882
Madison Water Utility
www.madisonwater.org • 119 East Olin Avenue • Madison, WI 53713 -1431 • TEL 608.266.4651 • FAX 608.266.4426

MEMORANDUM

Date: September 30, 2025

To: Mayor Satya Rhodes Conway
City of Madison Common Council
City of Madison Finance Committee
City of Madison Water Utility Board

From: Pete Holmgren, P.E. – Chief Engineer, Water Utility
Lance Vest – Real Estate Specialist, Office of Real Estate
Krishna Kumar – General Manager, Water Utility

Subject: Authorizing the execution of a Restated License Agreement with New Cingular Wireless PCS, LLC at 1202 Northport Drive (Lake View Water Tower)

RECOMMENDATION

Staff recommends authorizing the execution of a restated license agreement with New Cingular Wireless PCS, LLC ("Cingular") at the Water Utility's Lake View Water Tower (1202 Northport Drive) for telecommunications purposes.

BACKGROUND

The City currently has a number of license agreements in place that allow for the attachment of telecommunications equipment to City-owned property in various locations throughout Madison. These agreements generate revenue for City agencies and are beneficial to the telecommunications companies for building out their networks. The most common agreements are on parcels with water towers – owned and managed by Madison Water Utility – because of the towers' height and transmittal potential. These license agreements often run for 20 to 30 years and over time, the status of these agreements can generally range from "active" (as originally agreed); "expired" but in a holdover (continued as-is) state; or active with pending equipment change requests that necessitate renegotiating the terms of the existing agreements. Furthermore, there exists the capacity for the City to accommodate "new" license agreements at many of their sites.

Ongoing and accelerating changes to telecommunications equipment, technology, and standards over the decades have made it difficult for current City staff – particularly in the Water and Real Estate agencies, where agreements are primarily negotiated and evaluated – to ensure that these agreements are appropriately valued and managed in ways that best benefit the City.

In the fall of 2023, the Water and Real Estate agencies worked with City Purchasing to write up and issue a Request for Proposals (RFP) for consulting services related to telecommunications lease negotiations and evaluations. Specifically, proposals were sought for services related to:

- Assisting in negotiating amendments to existing license agreements.
- Assisting in negotiating new license agreements
- Providing engineering services to:
    - Review new equipment change requests from licensees for items including but not limited to:
        - Appropriate site configuration (placement, accessibility, aesthetics, etc.)
        - Structural integrity and certification; engineering analysis as appropriate
        - Acceptability by City agencies to accommodate their primary site and business needs
- Reviewing/auditing existing equipment installations and documentation to:
    - Ensure compliance on City sites
    - Facilitate corrective actions by licensees, as appropriate

City Purchasing facilitated and documented the RFP process and results which led to the recommendation of contracting with Terabonne, Inc. ("Terabonne") for the services outlined above. The contract between Terabonne and the City of Madison became effective in the spring of 2024. Per that agreement, the City does not pay Terabonne directly for any of their services, rather Terabonne will charge their fees directly to the telecommunications companies as part of new license agreements that are established.

FISCAL IMPACTS

The proposed agreement with with Cingular at the Water Utility's Lake View Water Tower (1202 Northport Drive) is an example of an active agreement (first established in 1998) with an equipment change request. In coordination with (and on behalf of) the City's Water and Real Estate agencies, Terabonne negotiated new license terms as shown in Exhibits A through C.

The license "fee schedule" is presented in Exhibit A of the related documents and shows what is due from Cingular as revenue to both the City and Terabonne every month. Compared to the current agreement with Cingular, the City will immediately realize approximately $2,100 more annually in revenue from this restated agreement, and that figure will grow by 4% every year that the agreement is active.

LEGISLATIVE PATH

1. Common Council (Intro): 9/2/2025
2. Finance Committee: 9/8/2025
3. Water Utility Board: 9/30/2025
4. Common Council (Final): 10/7/2025

ATTACHMENTS

1. Memo (this document)
2. Exhibit A – License Fee Schedule
3. Exhibit B – Depiction of Premises
4. Exhibit C – Restated License Agreement

EXHIBIT A

License Fee Schedule

	License Year	Annual Rent	Monthly Rent	Due to City Per Month	Due to Terabonne Per Month
Initial Term	1	$43,800.00	$3,650.00	$3,285.00	$365.00
	2	$45,552.00	$3,796.00	$3,416.40	$379.60
	3	$47,374.08	$3,947.84	$3,553.06	$394.78
	4	$49,269.04	$4,105.75	$3,695.18	$410.58
	5	$51,239.80	$4,269.98	$3,842.99	$427.00
First Renewal	6	$53,289.40	$4,440.78	$3,996.70	$444.08
	7	$55,420.97	$4,618.41	$4,156.57	$461.84
	8	$57,637.81	$4,803.15	$4,322.84	$480.32
	9	$59,943.32	$4,995.28	$4,495.75	$499.53
	10	$62,341.06	$5,195.09	$4,675.58	$519.51
Second Renewal	11	$64,834.70	$5,402.89	$4,862.60	$540.29
	12	$67,428.09	$5,619.01	$5,057.11	$561.90
	13	$70,125.21	$5,843.77	$5,259.39	$584.38
	14	$72,930.22	$6,077.52	$5,469.77	$607.75
	15	$75,847.43	$6,320.62	$5,688.56	$632.06
Third Renewal	16	$78,881.33	$6,573.44	$5,916.10	$657.34
	17	$82,036.58	$6,836.38	$6,152.74	$683.64
	18	$85,318.04	$7,109.84	$6,398.85	$710.98
	19	$88,730.76	$7,394.23	$6,654.81	$739.42
	20	$92,279.99	$7,690.00	$6,921.00	$769.00

EXHIBIT B

Depiction of Premises

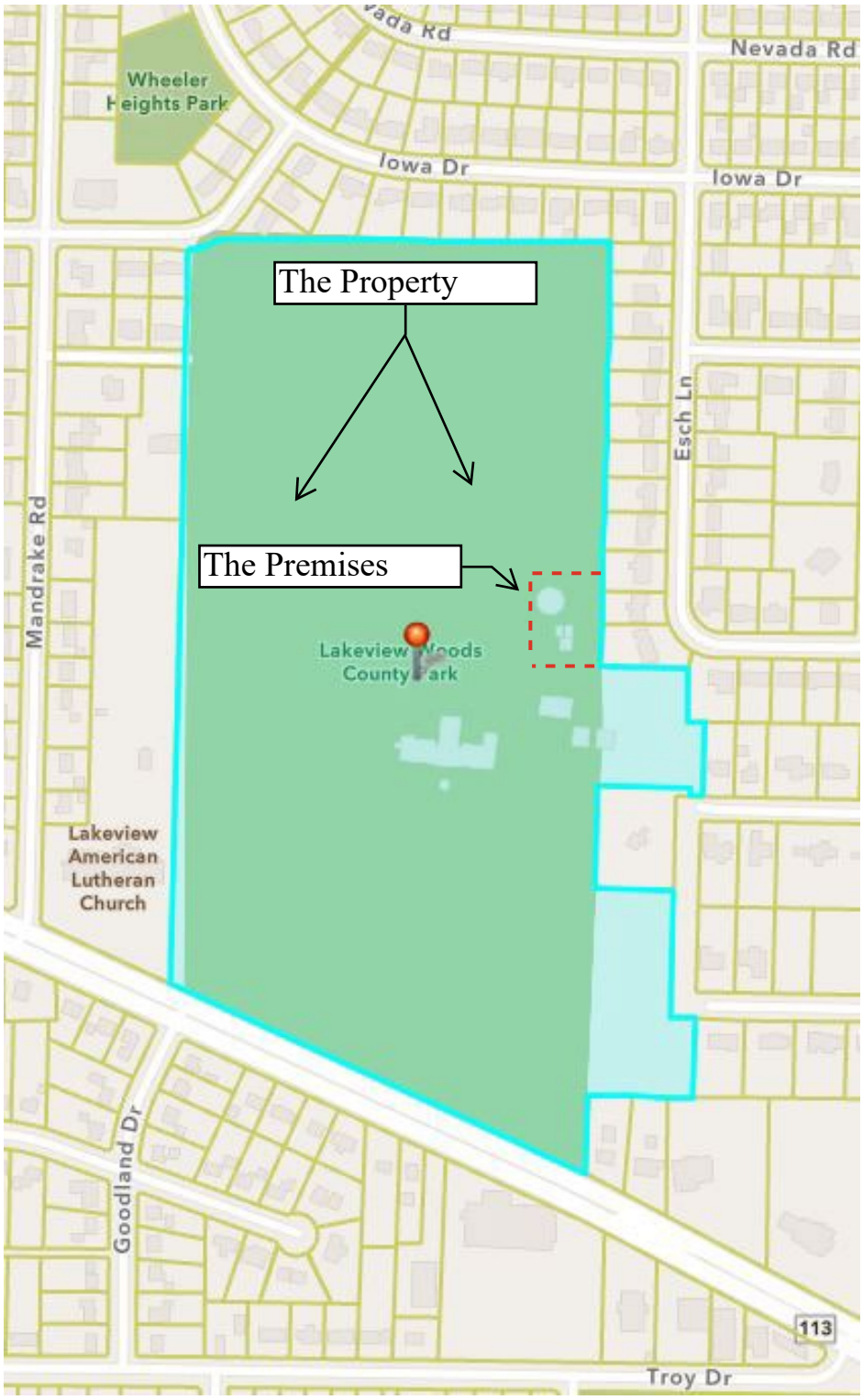


EXHIBIT B
(continued)

Depiction of Premises

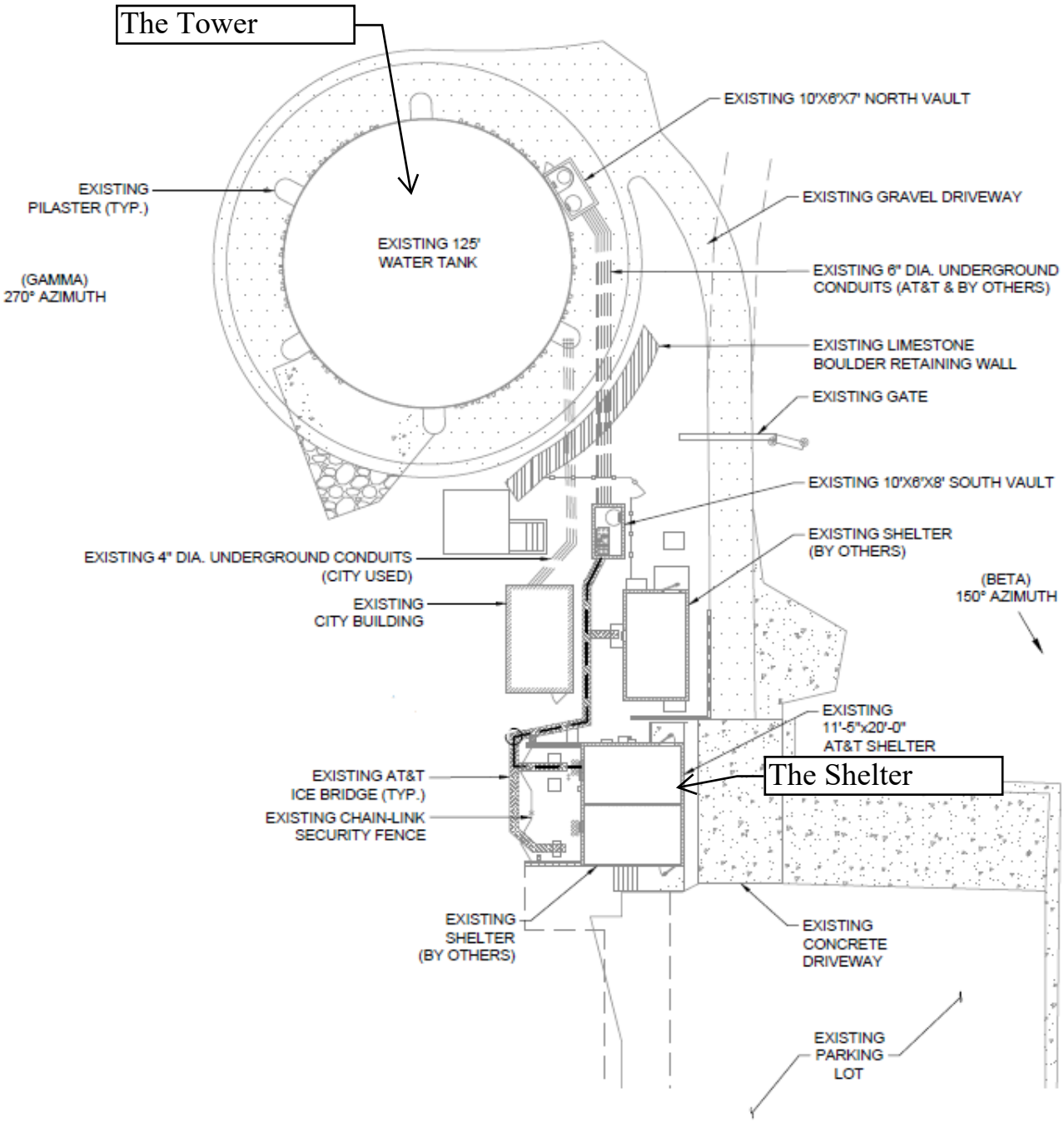


EXHIBIT C

RESTATED LICENSE AGREEMENT
Between the City of Madison and New Cingular Wireless PCS, LLC For the Placement of Communication Facilities Lake View Water Tower

THIS RESTATED LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Madison, a Wisconsin municipal corporation having a mailing address of City of Madison, Economic Development Division, Office of Real Estate Services, 215 Martin Luther King, Jr. Blvd, 3rd Floor, Madison WI 53701-2983 ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Blvd NE – 3rd Floor, Atlanta, GA 30319 ("**Licensee**").

BACKGROUND

WHEREAS, the County of Dane, a Wisconsin municipal corporation ("**Dane County**"), owns or controls that certain plot, parcel or tract of land, as described and depicted on **Exhibit 1**, located at 1202 Northport Dr., Madison, WI, referred to as Tax Parcel Number 251/0809-253-0099-1 (the "**Property**"); and

WHEREAS, the Lake View Water Tower ("**Tower**") is located within the Property and Licensor controls a portion of the Property (the "**Ground Easement Area**"), together with all rights and privileges arising in connection therewith, located at 1352 Northport Dr., Madison, WI, referred to as Tax Parcel Number 251/0809-253-0094-1, with lat/long **43.138752°, -89.373587°**, pursuant to an easement from Dane County dated November 18, 1997, and recorded November 21, 1997, with the Dane County Register of Deeds as Document No. 2909070; as amended by Amendment to Easement dated June 18, 2001, and recorded June 26, 2001 with the Dane County Register of Deeds as Document No. 3339293; as amended by Second Amendment to Easement dated September 3, 2014, and recorded September 4, 2014 with the Dane County Register of Deeds as Document No. 5095946; as amended by Third Amendment to Easement dated July 25, 2024, and recorded August 1, 2024 with the Dane County Register of Deeds as Document No. 5977595 (collectively, the "**Ground Easement**"). Under the terms of the Ground Easement, any modification to the City improvements on the Property require the prior written approval of Dane County; and

WHEREAS, Licensor owns the Tower on the Property upon which Licensee has installed their Communication Facility, as defined in Section 3 below, pursuant to that certain License dated January 23, 1998 ("**Original License**") which is AT&T Agreement ID 3396; and

WHEREAS, Licensor desires to amend and restate the rights previously granted to Licensee for the right to access and use a portion of the Property and certain space on the Tower in accordance with this Agreement by replacing the Original License with this Agreement.

NOW, THEREFORE, the parties hereby agree to amend and restate the Original License in its entirety as follows:

1. ORIGINAL LICENSE. Licensor entered into the Original License with Licensee on January 23, 1998, which license remains in effect. Licensor and Licensee acknowledge and agree that the Original License shall terminate effective as of 11:59:59 pm on the day immediately prior to the Term Commencement Date of this Agreement ("Original License Termination Date") as if such date were originally stated to be the termination date of the Original License and shall thereafter be replaced in its entirety by this Agreement. The termination of the Prior License shall be effective without further documentation. Any license fee payments received by Licensor pursuant to the Original License for periods following the Original License Termination Date will be applied as a credit against the Rent due and owing pursuant to this License.

2. LICENSE. During the Term of the Agreement, and any Extension Term, as defined in Section 4 below, Licensor grants to Licensee the license to use the following portions of the Property for the installation, construction, maintenance, operation, repair, replacement and upgrade of a Communication Facility (as defined in Section 3(a) below):

(a) approximately 209 square feet, as described and depicted on attached **Exhibit** 2 (the "**Equipment Space**");

(b) that certain space on the Tower, as generally depicted on **Exhibit 2**, within which any portion of Licensee's communication equipment and improvements might be located, operated or maintained (the "**Antenna Space**"); and

(c) those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**").

Licensor further grants Licensee a license to install connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power and telephone, for the Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises,"** as described and depicted on **Exhibit 2.** Further, Licensee's continued possession of the Premises at the Effective Date of this Agreement is conclusive evidence that Licensee:

(a) accepts the Premises as suitable for the purposes for which it is licensed, and

(b) accepts the Premises and every part thereof in an "as is" condition with all defects, except for latent defects.

Licensor's exercise of its rights under this License shall be on the terms and conditions set forth in this Agreement.

3. PERMITTED USE.

(a) Subject to the special conditions contained in Exhibit 4, Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further, upon prior notice to Licensor, has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit** 2.

(b) Unless and until instructed otherwise, in writing, by Licensor, prior to contacting Licensor, Licensee shall contact Licensor's agent, Terabonne, Inc. regarding any notices related to engineering, design, leasing, and easement matters at info@terabonne.net. For any operational or access matters, Licensee shall contact City Operations at 608-266-4768.

(c) Disturbed areas during any construction by Licensee shall be restored within ten (10) days following the construction completion to their original condition, normal wear and tear excepted.

(d) Licensee has the right to install warning signs to make individuals aware of risks, and install any other control measures reasonably required by Licensee's safety procedures or applicable law.

(e) In the event Licensee desires to modify or upgrade the portion of the Communication Facility on the Tower or disturb the ground outside the Premises, Licensee shall first obtain Licensor's consent, not to be unreasonably withheld, conditioned or delayed, and in no case shall Licensor's response take longer than forty-five (45) days upon receipt of Licensee's plans for modification or upgrade. Licensee's installations on the Tower that require a structural analysis shall require the stamp approval of a structural engineer licensed in the State of Wisconsin and Licensor's consent, which shall not be unreasonably withheld, conditioned or delayed, it being understood that Licensor reserves the right to review Licensee's engineering plans prior to such consent. Nothing in this Agreement grants Licensee the right to load the Tower up to 100% structural capacity. In the event Licensor requires the expertise of a

third-party engineer/consultant to review the installation of the Communication Facility, or any future modifications to the Licensee's Communication Facility on the Tower and/or Shelter, Licensee shall be required to reimburse Licensor up to Five Thousand and No/100 Dollars ($5,000.00) for reasonable costs incurred by Licensor as a result of hiring said engineer/consultant. Licensor shall provide sufficient supporting documentation and detailed invoices evidencing such reasonable costs to Licensee within Sixty (60) days of the date on which such costs were incurred, in order for Licensor to be entitled to such reimbursement. Such third-party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within Forty-Five (45) days after Licensor sends the Licensee an invoice for the same, together with reasonable supporting documentation evidencing such fees as set forth herein.

(f) In the event Licensor consents to Licensee's modification(s), within Thirty (30) days following any modification to the portion of the Communication Facility on the Tower, the Licensee shall provide the Licensor with an as-built construction drawings of all installations and accessories on the Tower. Said drawings shall be accompanied by a complete and detailed inventory of all equipment installed on the Property. All antennas, radios, brackets, attachments, cables, and equipment not in use shall be removed from the Tower and updated in all current structural drawings. Repaint to match, if required, shall be performed by Licensee as to not allow exposed metal or mismatched color on Tower, all at Licensee's expense, and at Licensor's full satisfaction.

(g) Licensee shall have the right to park vehicles only within the Premises or designated access easement areas, as depicted in Exhibit 2.

(h) Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this Agreement.

(i) In the event Licensee desires to bring onto the Property "**Heavy Equipment**" which is defined as any vehicle with more than two (2) axles, or any trailers, or any vehicle and equipment designed to extend above 6 feet, such as bucket trucks, scaffolds, or cranes that pose risks to people, traffic or property below, Licensee shall first notify Licensor and shall pay Licensor a fee of Five Hundred Dollars ($500) for each day any Heavy Equipment is on the Property.

(j) Licensor shall not be liable for any damage within the Premises except to the extent caused by the gross negligence or willful misconduct of the Licensor.

(k) Under the terms of the Ground Easement, any modification to the City improvements on the Property require the prior written approval of Dane County.

4. TERM.

(a) The initial term will be Five (5) years (the "**Initial Term**"), commencing on the first day of the month following the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the Fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for three (3) five (5) year terms (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein, unless Licensee notifies Licensor in writing of Licensee's intention not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) If Licensee remains in possession of the Premises after the termination of this Agreement, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, provided the Rent during the Holdover Term shall be equal to one hundred Fifty percent (150%) of the Rent at termination or expiration of the Agreement. In no event shall any Holdover Term be deemed year-to-year.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the "**Term**."

5. RENT.

(a) Commencing on the Effective Date, Licensee will pay Licensor on or before the Fifth (5th) day of each calendar month in advance, Three Thousand Six Hundred Fifty Dollars ($3,650.00) (the "**Rent**"), at the address set forth to the following payees:

1. Ninety percent (90%) of all payments shall be made to the City Treasurer, referenced to Real Estate Project No. 3979, and sent to Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983, their respective heirs and assigns, and,
2. Ten percent (10%) of all payments shall be sent to Bella Ranch, LLC, 30 North Gould Street, Suite R, Sheridan, WY 82801, or its assigns.

Nothing herein shall be deemed to imply that Bella Ranch has any rights as Licensor or otherwise under this Agreement, or that any changes to the Agreement must be approved by Bella Ranch (except for changes to the payment due to Bella Ranch, as expressly set forth in this Section 5(a)). Neither the Rent payees nor their respective percentage shares listed above may be changed without the prior written approval of both payees. For any partial month occurring after the Effective Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within thirty (30) days after the Term Commencement Date.

(b) On the first anniversary of the Term Commencement Date, and on each anniversary of the Term Commencement Date thereafter for the duration of the Term, Rent will increase by four percent (4%) over the Rent payable during the immediately preceding year.

(c) Licensee may elect to install additional antennas and radios and shall pay an additional Three Thousand Dollars ($3,000.00) per year for each set of three (3) antennas and six (6) radios, or subsets thereof. This fee is subject to and indexed at the escalation rate and will be included within the definition of Rent.

(d) Licensee shall pay a one-time fee of Five Thousand Dollars ($5,000.00) for each amendment to this Agreement requested by Licensee.

(e) Monthly Rent is due and payable without a requirement that it be billed by Licensor.

(f) A License Fee Schedule showing the Rents due from the Initial Term through the Extension Terms is attached as **Exhibit 3** for the use and reference by the parties.

6. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Licensor authorizes Licensee to prepare, execute, and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation, or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, systems, designs, operations or Government Approvals.

(d) Licensor's consent shall be required for all zoning plans and construction drawings prior to submittal for governmental approvals, including any subsequent changes to survey drawings, and any drawings affecting changes to access and utility easements, zoning drawings, and construction drawings, which consent shall not be unreasonably withheld, delayed, or conditioned.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable; or

(c) by Licensee, upon sixty (60) days' prior written notice to Licensor for any reason or no reason, so long as Licensee pays Licensor a termination fee equal to twelve (12) months of the then-current rent.

8. INSURANCE. Licensee shall carry commercial general liability insurance per ISO form CG 00 01 or its substantial equivalent insuring Licensee and include Licensor, its officers, officials, employees and Terabonne, Inc. as additional insureds by endorsement as respects this License, with a limit of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. This policy shall also provide contractual liability coverage in the same amount and apply on a primary and noncontributory basis. Licensee may use any combination of primary and excess insurance to meet the total limits required. Licensee shall provide Licensor thirty (30) days' advance written notice of cancellation or non-renewal of the policy, unless replaced during the term of this License. As evidence of this coverage, Licensee shall furnish Licensor with a certificate of insurance on an ACORD form, and if requested by the City Risk Manager, Licensee shall also provide copies of additional insured endorsements. If the coverage required above expires while this License is in effect, Licensee shall provide a renewal certificate to Licensor for approval within ten (10) days after renewal. Notwithstanding the foregoing, Licensee shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if Licensee self-insures and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, Licensee shall promptly obtain the commercial general liability insurance required above. Furthermore, Licensee shall provide Licensor with defense and self-insurance coverage on a primary and non-contributory basis, as if Licensor were an additional insured under Licensee's insurance policies.

9. INTERFERENCE.

(a) Licensee's installation, operation, and maintenance of the Communication Facility shall not damage or interfere in any way Licensor's Tower operations, any related repair and maintenance activities, or with such activities of other licensees on the Property, as long as the other licensees operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Licensee agrees to cease all such actions which materially interfere with Licensor's use of the Tower immediately upon actual notice of such interference; provided, however, in such case, Licensee shall have the right to terminate this Agreement. Licensor, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Property, excluding the Communication Facility, in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Property to others, subject to the terms hereof. Except in cases of emergency, Licensor will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Property. The Licensee agrees to reimburse the Licensor for any additional repair, maintenance, alteration or improvement costs which the Licensor incurs as a result of the Licensee's Communication Facility being located on the Tower. Licensor shall attempt to minimize, at no additional expense to the Licensor, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should Licensor's activities interfere with the Licensee's operation, Licensor shall, if feasible, allow the Licensee to install temporary facilities, at its sole cost, at an agreed upon location on the Property until such activities are completed.

(b) Licensor does not guarantee to the Licensee subsequent noninterference with the Licensee's communications operations; provided, however, that in the event any other party except a governmental unit, office or agency requests a license and/or permission to place any type of additional antenna or transmission facility on the Tower, the following procedures shall govern to determine whether such antenna or transmission facility will interfere with the Licensee's transmission operations:

If the Licensor receives any such request, the Licensor shall submit a proposal complete with all technical specifications reasonably requested by the Licensee to the Licensee for review for noninterference; however, the Licensor shall not be required to provide the Licensee with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. The Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by the Licensee to the installation of antennas or transmission facilities pursuant to said proposal. If the Licensee gives notice of objection due to interference during such thirty (30) day period and the Licensee's objections are verified by the Licensor to be valid, then the Licensor shall not approve such proposal unless the third party modifies the proposal in a manner determined, in the Licensor's reasonable judgment, to adequately reduce the interference. In that case, the Licensor may approve the proposal.

Licensor shall not cause or permit the construction of communications towers or structures, on the Premises or Property that interfere with Licensee's Permitted Use.

(c) Licensor will not, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Licensee or the rights of Licensee under this Agreement. In the event of electronic interference, Licensor shall reasonably cooperate with Licensee's technical team to identify the source of the interference, determine the method to cease the electronic interference,

(d) Before making any modifications to the Communication Facility, Licensee shall provide to Licensor, upon request and at the Licensee's expense, an interference study indicating whether the Licensee's modifications will interfere with any existing communications facilities on the Property.

(e) The Licensee's use and operation of the Communication Facility shall not interfere with the use and operation of other communication facilities on the Property which pre-existed the Communication Facility. If the Communication Facility causes interference, Licensee shall take all measures reasonably necessary to promptly correct and eliminate the interference. If the interference cannot be eliminated within five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Communication Facility until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within thirty (30) days, the Licensee shall have the right to terminate this Agreement. If the interference cannot be eliminated within one hundred twenty (120) days, the Licensor may revoke this Agreement.

(f) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. This Agreement does not grant Licensee the exclusive right to operate telecommunications facility on the Property, and the parties acknowledge that the Licensor will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this License as provided in this Section 9.

10. <u>INDEMNIFICATION.</u>

The Licensee shall be liable to and agrees to indemnify, defend, and hold harmless the Licensor, 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 Licensor 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 Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the Licensor, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Agreement.

11. WARRANTIES.

(a) Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor controls the Property by lease, license, or easement and solely owns the Tower; (ii) to the best of the Licensor's knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements which would adversely affect Licensee's Permitted Use and enjoyment of the Premises; (iii) Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will make reasonable efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

(c) Licensor makes no representations or warranties as to the suitability of the Premises for Communication Facilities, or as to the condition of the Premises. By accepting this License, Licensee accepts the Premises as suitable for the purposes for which it is licensed. Licensee also accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

12. ENVIRONMENTAL.

(a) Licensor represents and warrants, (i) to the best of Licensor's knowledge and without Licensor's inspection, the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) to the best of Licensor's knowledge and without Licensor's inspection, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensee represents and warrants that its use of the Property will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Licensee further agrees to hold the Licensor harmless from and indemnify the Licensor against any release of such hazardous substance by Licensee and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, except to the extent caused by the sole negligence or intentional acts of the Licensor, its employees or agents. "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.

13. ACCESS.

(a) At all times throughout the Term of this Agreement, Licensee, its employees, agents, and subcontractors, shall have pedestrian and vehicular access ("Access") to and over the Licensor's Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Licensee may access the Premises during ordinary business hours of 8:00 AM – 5:00 PM, Monday through Friday, excepting government

holidays therefrom, for regular maintenance and repairs. However, in the event of a bona fide emergency, which shall be deemed to include any outage or failure of the Communication Facility, Licensee shall have twenty-four (24) hours per day, seven (7) days per week emergency Access to the Premises by providing Licensor reasonable notice of any such emergency access as soon as reasonably practicable in light of the emergency circumstance, by contacting Licensor's City Operations department at (608)-266-4768.

(b) As may be described more fully in **Exhibit 2**, Licensor continues to grant to Licensee an easement for such Access and Licensor has provided to Licensee such codes, a minimum of three (3) keys and other instruments necessary for such Access to Licensee. Any additional or replacement keys required for such access shall be paid for by Licensee at Five Hundred Dollars ($500) each.

(c) Licensee must accept road conditions in their current and future states. Licensor does not warrant road conditions fit for any particular use or purposes and has no obligations to maintain any roads for Licensee. Notwithstanding the foregoing, Licensee shall be responsible for the cost of damage only to the extent such damage is caused by Licensee or its authorized 3rd party representatives. Together with the invoice, Licensor shall provide Licensee with evidence documenting to what extent the damage was caused by Licensee's use.

(d) Licensee shall have the right to park vehicles only within the Premises or designated areas.

(e) At all times during which the Licensee has Access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand Dollars ($2,000.00) for each instance of non-compliance with the requirements of this subparagraph, payable within Forty Five (45) days after Licensee's receipt of notice and invoice from the Licensor; and, in the event that curing such violation requires the Licensee to Access the Premises, the Licensor shall grant the Licensee such Access as soon as reasonably possible after providing notice of such violation.

(f) If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, but not take off nor land the UAS on the Property or Premises and consents to the use of audio and video navigation and recording of the Premises in connection with the use of the UAS.

(g) Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee may incur damages. If Licensor fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement. Notwithstanding Access granted by this Section 13, Licensor, in its sole discretion, reserves the right to deny access during high fire hazard or other hazardous conditions without incurring damages, except in the case of an emergency, in which case, Licensee shall have Access as provided herein.

14. REMOVAL/RESTORATION.

(a) All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at its option, may be removed by Licensee at any time during the Term. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and must be removed by Licensee at the early termination or the expiration of this Agreement. Within one hundred twenty (120) days after the latter of the end of the Term or cessation of Licensee's operations at the Premises, Licensee shall remove its Communications Facility, including all footings and foundations to three feet (3') below grade, and Licensee will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear, and loss by casualty or other causes beyond Licensee's control excepted. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Licensee shall continue to pay Rent during the 120-day removal period in an amount that is the same as that which was paid for the month immediately prior to expiration or termination. Any portions of the Communication Facility that Licensee does not remove within such 120-day period shall be deemed abandoned and owned by Licensor. Thereafter, Licensor may remove all of Licensee's Communications

Facility and restore the Premises to its original condition, wear and tear and underground utilities excepted. Licensor shall invoice Licensee for Licensor's actual out of pocket costs incurred in such removal, to be paid to Licensor within forty-five (45) days of Licensee receipt of an invoice therefor. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Premises or the Property any underground utilities. Licensee shall continue to pay Rent until the Communication Facility is removed in accordance with this Section.

(b) All rights to access and utility easements, of record and not of record, shall cease and be considered terminated at the expiration or termination of this Agreement and any portions of the Communication Facility that remain within such access or utility easements or rights of way shall be deemed abandoned and owned by the Licensor in accordance with the terms of this Section.

15. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, free of any debris, reasonable wear and tear and damage from the elements excepted 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. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, and upkeep of the Premises. Licensor has no obligations to maintain road conditions, and does not warrant their fitness for any particular uses or purposes. Licensee must accept road conditions in as-is conditions, provided Licensor shall not unreasonably obstruct the use of the access roads. Licensee shall not use the Premises for storage, including but not limited to the storage of equipment or hardware, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

(b) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall have no obligation to provide utility services to Licensee. Existing utility infrastructure will be utilized where possible for Licensee's separate utilities. If new utility service is needed Licensor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of initially constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises, at locations and upon conditions approved in writing by Licensor. Upon Licensee's or service company's request, Licensor will execute a separate recordable easement evidencing this grant. Licensee or service company shall compensate Licensor for any actual out of pocket expenses borne by Licensor to provide the easement document. Licensee shall obtain the prior written approval of Licensor regarding any work activities outside of the Premises and within the easements. Licensee shall not interfere with Licensor's normal operations nor harm the Property.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises directly to the utility company.

(d) Licensee, at its sole cost, shall cooperate with Licensor's maintenance and upgrade activities. This cooperation includes but is not limited to Licensor's general property maintenance activities, construction upgrades or enhancements to the Tower as may be required from time to time with increased use of the Tower's structural capacity.

16. DEFAULT AND RIGHT TO CURE; TERMINATION.

(a) In addition to the occurrences set forth in subsections (c) and (d) below, the following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Licensor of such failure to pay; (ii) Licensee's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Licensor specifying the failure; or No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable

cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity. Failure of Licensor to declare this License revoked upon the breach or default of the Licensee for any reason set forth in this Section 16 shall not operate to bar or destroy any right of Licensor to revoke this License for any subsequent breach or default of any term or condition of this License.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises in accordance with the provisions in Section 13 within a reasonable period after written notice of such failure; (ii) Licensor's failure to comply with the requirements of Section 9 relating to interference within a reasonable period after written notice of such failure; (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Licensee specifying the failure; or (iv) if Licensor should be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against Licensor for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, which proceedings are not dismissed within one hundred twenty (120) days. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have any and all other rights available to it under law and equity.

(c) The following occurrences shall constitute an act of default by the Licensee under this Agreement, and are subject to the provisions of paragraph (a) above.

1. The failure of the Licensee to make any payment due under this License at any time following the filing by the Licensee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as bankrupt pursuant to such proceedings.
3. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
4. The appointment of a receiver of the Licensee's assets.
5. The divestiture of the Licensee's interest herein by other operation of law, except as permitted in Section 17.
6. The Licensee's use of the Premises for an illegal purpose.

(d) In the event that the Licensee shall fail to maintain insurance as required by this License, Licensor may elect to: (a) immediately revoke this License and cause the removal of the Communication Facility installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this paragraph, any License Fee that has been prepaid shall be retained by Licensor as liquidated damages.

(e) The Licensee shall have the right to give notice to terminate this License at any time following the Initial Term of this License by giving Licensor a minimum of one (1) year's written notice of termination. In the event of termination under this paragraph, the date of termination must coincide with the last day of the then-current Term.

(f) The primary purpose of the Tower is to support Licensor's municipal water distribution and communication uses. As such, the Licensor shall have the right to terminate this License, at any time during the Term, in the event Licensor determines, in its sole and absolute discretion, that the Tower is no longer necessary for municipal water distribution uses or if the Tower no longer supports municipal uses. Licensor shall provide Licensee notice of such termination with no less than twelve (12) months written notice.

17. <u>ASSIGNMENT.</u> Licensee will have the right to assign this Agreement for the Premises and its rights herein, in whole or in part, subject to Licensor's consent, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor, to Licensee's Affiliate (defined below) or to any entity which acquires all or substantially all of the Licensee's assets by reason of a merger, acquisition, or other business reorganization. Upon obtaining Licensor's written consent and completing such assignment or upon completion of assignment if no such consent is required, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the

extent of such assignment. Should Licensor, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Licensee, such transfer shall be subject to this Agreement and Licensor shall require any such purchaser or transferee to recognize Licensee's rights under the terms of this Agreement in a written instrument signed by Licensor and the third-party transferee. Licensee shall not have the right to lease, sublease or grant licenses to use the Premises without Licensor's consent.

18. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee:	New Cingular Wireless PCS, LLC
Tenant Address:	Attention: Network Real Estate Administration Re: Cell Site #WI00138, Cell Site Name: NE Madison NE (WI) Fixed Asset No.: 10012041 1025 Lenox Blvd NE – 3rd Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #WI00138; Cell Site Name: NE Madison (WI) Fixed Asset No.: 10012041 208 S. Akard Street Dallas, TX 75202-4206
If to Licensor:	City of Madison Economic Development Division Office of Real Estate Services Madison Municipal Building 215 Martin Luther King, Jr. Boulevard P.O. Box 2983 Madison, WI 53701-2983
With a copy to:	Terabonne, Inc. P.O. Box 6257 Edmonds, WA 98026

Either party hereto may change the place for the giving of notice to it by Thirty (30) days' prior written notice to the other party hereto as provided herein.

19. CONDEMNATION.

(a) In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will make a diligent effort to provide notice of the proceeding to Licensee. In the event the 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 this License, and the reversion and fee interests, shall belong to Licensor without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to Licensor all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses.

(b) In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee

as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

(c) In the event of a taking of any portion of the Premises not resulting in a termination of this License, Licensor shall use so much of the proceeds of Licensor's award for the Premises as is required therefor to restore the Premises to a complete architectural unit, and this License shall continue in effect with respect to the balance of the Premises, with a reduction of the License Fee in proportion to the portion of the Premises taken.

(d) In the event of a condemnation of a portion of the Property, Licensor may agree to permit Licensee to place temporary transmission and reception facilities on the Property, at Licensee's sole cost, upon Licensee's presentation of a construction drawing that Licensor finds reasonably acceptable, at a mutually agreed upon location but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensee undertakes to relocate the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the relocation of the Communication Facility is complete.

(e) If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, consistent with applicable law, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses and business dislocation expenses so long as Licensee's award does not diminish Licensor's award.

20. CASUALTY. Licensor will make a good faith effort provide notice to Licensee of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm upon discovery. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Licensor shall have the option to repair or replace the Tower at its sole expense or to terminate the License, without penalty, effective on the date that Licensor provides written to Licensee. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date Licensee provides Licensor written notice of termination pursuant to this Section. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. In the event that the Tower can no longer support Licensee's equipment, and the License has not been terminated by Licensor or Licensee under this Section, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property upon Licensee presentation of a construction drawing that Licensor finds reasonably acceptable, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. Licensee agrees to restore the Property to its condition prior to the installation of the temporary transmission and reception facility within Thirty (30) days after the same is removed, reasonable wear and tear excepted. The restoration of Licensor's services shall be given the highest priority in the event that any of Licensor's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by Licensor and the Licensee at the time of restoration.

21. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or

any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

22. TAXES.

(a) Licensor is currently a tax-exempt entity and the Property is currently not subject to real estate taxes or assessments. In the event that Licensor is required to pay to taxes, Licensee shall be responsible for and pay, before delinquency, (i) any real estate taxes and assessments attributable to and levied upon Licensee's improvements on the Premises if and as set forth in this Section 22 and (ii) all municipal, county and state or federal personal property taxes assessed against any interest of the Licensee in the Premises or assessed against the Communication Facility. Licensee shall make commercially reasonable efforts to pay taxes associated with its license improvements directly to the taxing authority without requiring Licensor to pay Licensee's share of taxes so as to avoid Licensor managing any tax payments on behalf of Licensee.

(b) If it is not possible to pay taxes directly to the taxing authority, and in the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's license improvements on the Premises, Licensor shall provide Licensee with copies of each such notice as soon as practicable. Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's license improvements, which has been paid by Licensor within thirty (30) days of receipt of such notice.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. If the taxing authority requires Licensee to institute any legal, regulatory, or informal action in the name of the Licensor, Licensor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee.

(d) Notwithstanding anything to the contrary contained in this Section 22, Licensee shall have no obligation to reimburse any tax or assessment for which the Licensor is reimbursed or rebated by a third party.

23. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided the sale is made subject to the terms of this Agreement.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within Ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 23(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

1. prior deed to Property,
2. new deed to Property
3. Bill of Sale or Transfer
4. copy of current Tax Bill,
5. IRS Form W-9
6. completed and signed Licensee Payment Direction Form, and
7. full contact information for new Licensor including phone number(s).

(c) The provisions of this Section 23 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

24. **LICENSOR'S RIGHT OF ENTRY**. Licensor and its representatives shall have the right to enter upon the Premises (but shall not have access to any interior space without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the Licensor) at any reasonable time for the following purposes:

(a) to make any inspection it may deem expedient to the proper enforcement of any term or condition of this Agreement or in the exercise of its police powers, or

(b) for the purpose of performing work related to any public improvement, provided that Licensor restore the Premises to a condition equivalent to that which existed on the date Licensor initiated the installation of the public improvement. The Licensee agrees to hold Licensor harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.

25. RELOCATION. Licensor shall have the right to relocate the Tower on the Property during the Term. In the event Licensor desires to relocate the Tower on the Property, Licensor shall provide Licensee with One Hundred Eighty (180) days written notice of such relocation along with a rendering depicting the ground equipment location and space on the Tower that Licensee may relocate its Communications Facility at a new location on the Property. Licensee, may, at its discretion, elect to relocate its Communications Facility to the new location on the Property, at its sole cost and expense or Licensee may terminate this Agreement, upon written notice, without penalty. In the event Licensee requires a temporary communications facility on the Property so as to avoid any network outages, Licensor shall take commercially reasonable steps to cooperate with Licensee on identifying a temporary location acceptable to both Licensor and Licensee for the placement of a temporary communications facility on the Property, so long as Licensee continues to pay Rent. Except for an Emergency, Licensee shall not be required to relocate equipment to a new location more than one (1) time within any five (5) year period.

26. TOWER COOPERATION. Licensee shall cooperate with Licensor in Licensor's efforts to maintain, repair, upgrade or enhance the Tower, at Licensee's sole cost and expense. The cooperation described in this Section 26 includes, and is not limited to, the temporary removal of equipment, antenna, cabling or brackets by Licensee.

27. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **RF Emissions.** The Licensee shall be responsible for ensuring that the Communication Facility does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC ("RF Standards"). Before installing or making any modifications to the Communication Facility, the Licensee shall survey the existing RF environment at the Property. By installing the Communication Facility, the Licensee shall be deemed to have represented to the Licensor that the Communication Facility shall not itself violate, or, in conjunction with other RF sources located at the Property as of the Effective Date, exceed the RF Standards. The Licensee shall provide the Licensor with safety recommendations that address the protection of those who must be on the Property due to maintenance, repair, or other activities related to the operations carried out at the Property. The Licensee shall cooperate with the Licensor in reducing RF exposure to maintenance personnel by powering down, or powering off, the Communication Facility, as necessary, during periods of maintenance at the Property. The Licensor shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available.

(c) **Rights Upon Expiration, Revocation or Termination**. Upon the expiration, revocation, or termination of this License for any cause, the Licensee's rights in the Premises and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises, subject to the provisions of Section 14.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property. The Licensee 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 Licensee 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.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state of Wisconsin, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and

shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(n) **Free of Encumbrances/Liens**. The Licensee shall in no way encumber, or allow to be encumbered, the Licensor's title to the Premises. Licensee shall keep the Premises and the Property and Licensor's interest therein free from any liens arising from any work performed, materials furnished or obligations incurred by or on behalf of Licensee. Licensee indemnifies Licensor for, and agrees to defend with counsel acceptable to Licensor, and hold Licensor harmless from and against, all liability, loss, damages, costs or expenses, including but not limited to attorneys' fees, expenses and court costs incurred in connection with any such lien. Within sixty (60) days after the filing of any such lien, Licensee shall either discharge or cancel such lien of record. If Licensee desires to contest any such claim of lien, Licensee will cause such lien to be released of record by bonding off said lien or by posting adequate security with a court of competent jurisdiction as may be provided by Wisconsin law. If Licensee fails to so discharge or bond such lien within sixty (60) calendar days after written demand from Licensor, Licensor may, at its option, bond or discharge the same by paying the amount claimed to be due, and 150% of the amount so paid by Licensor, including the maximum allowable attorney's fees under Wisconsin law to defend against such lien or procure the bonding or discharge of such lien be due and payable within 30 days upon demand by Licensee to Licensor.

(o) **Quality of Work**. Work shall be performed in a high-quality manner. The completely constructed Communication Facility shall be free of debris and no unused parts or remnants shall be stored in or around the Premises or Property. Access easements and any areas disturbed by Licensee due to construction staging, parking, and equipment storage shall be repaired and restored to their pre-construction state to Licensor reasonable satisfaction.

(p) **As-Built**. Within thirty (30) days after the completion of construction of the Communication Facility, Licensee shall provide Licensor with a close out package in PDF format containing as-built construction drawings, zoning approval documents, building permits, and photo documentation of the Communication Facility at the time of construction completion as part of Licensor's permanent records for the Premises.

(q) **Non-Discrimination**. In the performance of the services under this License, the Licensee 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 Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

(r) **Accessibility**. The Premises shall conform where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility for the use of the Premises by the Licensee's employees, with all costs of compliance to be paid by the Licensee.

(s) **Subordination**. This Agreement is subordinate to rights and privileges granted by the Licensor to public and private utilities across, over or under the Premises. The Licensee shall subordinate its rights in this License, without compensation, at the request of the Licensor to provide easements and rights-of-way for all public and private utilities across or along the Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises by the Licensee under the terms of this License.

(t) **Authorized Agent.** The Director of the City's Economic Development Division or the Director's designee is hereby designated as the official representative of the Licensor for the enforcement of all provisions of this License, with authority to administer this Agreement lawfully on behalf of the Licensor.

(u) **Conflict of Interest**. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License. The Licensee shall not employ or contract with any person currently employed by Licensor for any services included under the provisions of this License.

(v) **Third Party Rights**. This License is intended to be solely between the parties hereto. No part of this License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

(w) **Goodwill**. Any and all goodwill arising out of this License inures solely to the benefit of Licensor; the Licensee waives all claims to benefit of such goodwill.

(x) **Severability**. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, the provision held invalid, illegal or unenforceable shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(y) **Counterparts**. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. CH. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

(z) **Public Record**. A Memorandum of Agreement (**Exhibit 5**) will be recorded by the Licensor at the office of the Dane County Register of Deeds upon the Term Commencement Date.

EXHIBIT 1

DESCRIPTION OF PROPERTY

Legal Description of the Property:
Lot 1, Certified Survey Map No. 12189 recorded in Volume 75 of Certified Survey Maps of Dane County, Wisconsin, pages 171-175, as Document Number 4328930, City of Madison, Dane County, Wisconsin.
Tax Roll Parcel Number: 251/0809-253-0099-1
Address Per Tax Roll: 1202 Northport Dr.

Legal Description of the Ground Easement Area:
A part of Lot 1, Certified Survey Map No. 12189 recorded in Volume 75 of Certified Survey Maps of Dane County, Wisconsin, pages 171-175, as Document Number 4328930, City of Madison, Dane County, Wisconsin, containing 23,256 square feet (0.534 acres) of land and being described by:

> Commencing at the South Quarter (S ¼) Corner of said Section 25; thence N01°05'16"E, 1,858.21 feet along the East line of the Southwest Quarter (SW ¼) of said Section 25; thence N88°54'44"W, 42.33 feet to the **point of beginning**; thence S05°14'12"W, 230.82 feet; thence N88°09'26"W, 85.65 feet; thence N87°01'11"E, 121.03 feet to the **point of beginning**; being subject to any and all easements and restrictions of record.

Together with the following Ingress/Egress Easement Area (Parcel B):
A 12 foot wide Ingress/Egress Easement being a part of Lot Nine (9) of Hanover Plat; a part of Lots Fifteen (15) and Sixteen (16), Block Two (2), and a part of vacated Esch Lane (recorded as Drewry Lane) lying North of Lake View Avenue, Lake View Heights, a plat of record; all being a part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼) of Section Twenty-five (25), Township Eight (8) North, Range Nine (9) East, City of Madison, Dane County, Wisconsin, containing 6,171 square feet (0.142 acres) of land and being 6 feet either side of and parallel to a line described by:

> Commencing at the South Quarter (S ¼) Corner of said Section 25; thence N01°05'16"E, 1,380.93 feet along the East line of the Southwest Quarter (SW ¼) of said Section 25 to the Southwest Corner of Lot 15, Block 2, of said Lake View Heights; thence S89°44'03"E, 215.67 feet (recorded as N89°09"E, 216.04 feet) along the South line of said Lot 15 and the East extension thereof to the Centerline of vacated Esch Lane; thence S01°11'57"W (recorded as S00°07"W), 20.63 feet along said Centerline to a point in the North line of Lake View Avenue extended West; thence S89°18'04"E (recorded as N89°37"E), 10.00 feet along said North line to the **point of beginning**; thence N01°11'57"E, 30.71 feet; thence N89°44'03"W, 16.15 feet; thence N34°04'04"W, 91.22 feet; thence N51°43'15"W, 89.38 feet; thence N72°55'51"W, 95.12 feet; thence N36°48'06"W, 114.81 feet; thence N00°18'58"E, 55.32 feet; thence N89°41'02"W, 15.51 feet; thence N00°18'58"E, 6.00 feet to the **point of termination**.

City of Madison

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

Master

File Number: 89347

File ID:	89347	**File Type:**	Resolution	**Status:**	Reconsidered Business
Version:	1	**Reference:**		**Controlling Body:**	Department of Planning and Community and Economic Development
				File Created Date :	07/29/2025
File Name:				**Final Action:**	

Title: Authorizing execution of a sole source $150,000 contract with Downtown Madison Inc. for the preparation of a Downtown Economic Investment Strategy (District 2, District 4, District 6, District 8, and District 13).

Notes:

Sponsors:	Michael E. Verveer, Will Ochowicz And MGR Govindarajan	**Effective Date:**	09/05/2025
Attachments:	Madison Greater Downtown Economic Investment Strategy_MIGSOW_06202025.pdf, DMI EIS Contract Appendix A_Coordination Deliverables 072925.pdf, Madison Process Graphic.pdf, Non-Competitive Selection Request - Downtown Madison Inc.pdf, File 89347 -- FC Comment 08.25.25.pdf, 082625_CC_public_comments.pdf, 090325_CC_public_comments.pdf	**Enactment Number:**	RES-25-00476
Author:	Matthew Mikolajewski, Economic Development Division Dire	**Hearing Date:**	
Entered by:	lheiser-ertel@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	07/29/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (8/25/25), Common Council (9/2/25)						
1	COMMON COUNCIL	08/05/2025	Refer	FINANCE COMMITTEE		08/25/2025	Pass
	Action Text: A motion was made by Govindarajan, seconded by Guequierre, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
1	FINANCE COMMITTEE	08/25/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass

Action Text: A motion was made by Vidaver, seconded by Evers, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

1 COMMON COUNCIL 09/02/2025 Adopt Pass

Action Text: A motion was made by Vidaver, seconded by Figueroa Cole, to Adopt. The motion passed by voice vote/other.

1 COMMON COUNCIL 09/16/2025 Reconsider

Action Text: A motion was made by Harrington-McKinney, seconded by Lankella to reconsider. This reconsideration will appear on the 10/7/25 Common Council agenda.

Text of Legislative File 89347

Fiscal Note

The proposed resolution authorizes the execution of a sole source contract with Downtown Madison, Inc. in the amount of $150,000 for the preparation of a Downtown Economic Investment Strategy that will help inform the Downtown Area Plan. The 2024 Adopted Capital Budget for the Economic Development Division included $150,000 for strategic planning activities, market studies, and administrative and consulting costs within the TID 50 program (program #99012). These funds have not yet be utilized. No additional appropriation is required.

Title

Authorizing execution of a sole source $150,000 contract with Downtown Madison Inc. for the preparation of a Downtown Economic Investment Strategy (District 2, District 4, District 6, District 8, and District 13).

Body

WHEREAS, the 2024 Economic Development Division Capitol Budget for TID #50 included $150,000 for strategic planning activities, market studies, and administrative and consulting costs; and

WHEREAS, these funds can be used within the boundary and ½ mile from the boundary of TID #50 in Downtown Madison; and

WHEREAS, the Planning Division and Economic Development Division have been consulting with Downtown Madison Inc. regarding a collaborative Downtown planning effort resulting in the development of a Madison Greater Downtown Economic Investment Strategy by Downtown Madison Inc. and the Downtown Area Plan by the City of Madison; and

WHEREAS, the City recognizes that its work on the Downtown Area Plan will benefit from Downtown Madison Inc.'s work on the Greater Downtown Economic Investment Strategy and that coordination between these planning activities is essential to each effort; and

WHEREAS, the Greater Downtown Economic Investment Strategy will include an analysis of existing conditions, completion of stakeholder engagement, identification of strategies, recommendations, and catalytic opportunities for a thriving Downtown, and an action plan for how the private sector can partner with the public sector on implementation of the Strategy and the Downtown Area Plan; and

WHEREAS, preparation of the Greater Downtown Economic Investment Strategy will be completed by an external consultant retained by Downtown Madison Inc. and will cost more than the City's $150,000 contribution; and

WHEREAS, many of the tasks prepared by the external consultant will be relevant to and

shared with the City for the purposes of preparing the Downtown Area Plan.

NOW THEREFORE BE IT RESOLVED that the Common Council authorizes the Mayor and City Clerk to execute the attached $150,000 sole source Purchase of Services contract with Downtown Madison Inc. for the preparation of a Greater Downtown Economic Investment Strategy; and

BE IT FURTHER RESOLVED that the City's $150,000 allocated to the project will be used for work within the boundaries of TID #50 and within ½ mile from the boundaries of TID #50; and

BE IT FINALLY RESOLVED that the Mayor and Clerk are hereby authorized to execute and record any additional documents related to this transaction in a form to be approved by the City Attorney.

Madison Greater Downtown Economic Investment Strategy

Final Scope of Work

06/20/2025

Downtown Madison, Inc. and its partners are engaging a consulting team to develop an Economic Investment Strategy for Madison's Downtown. For the purposes of this effort, the study area will generally correspond with the Greater Downtown Area as depicted in the Downtown Madison Strategic Plan. That area is bounded by the Yahara River to the northeast, Lake Mendota to the northwest, Lake Monona and John Nolen Drive to the east and southeast, Lathrop Street to the west, and Wingra Drive and Olin Avenue to the south. Geographies immediately adjacent to the Greater Downtown Area may be considered when examining physical, social, and economic connections between Downtown and the surrounding neighborhoods and districts.

The Greater Downtown Economic Investment Strategy (Greater Downtown EIS or EIS) will be informed by the City-led citywide Economic Development Plan and will serve as both a companion and input into the City-led update the Downtown Plan. It is anticipated that all three of these important efforts will provide foundational components to the City's update to the Comprehensive Plan.

The consultant team for the Greater Downtown EIS will be led by MIG, Inc. and supported by Vandewalle & Associates and NEOO Consulting under the same contract, as well as EQT by Design under a separate contract. The MIG Team will set key growth targets, delineate market supported investment priorities and strategies, and identify important linkages, city and place building opportunities and strategies. These will all recognize and leverage economic growth, strategic positioning, and relevant synergies with adjacent districts and corridors proximate to the downtown core.

The Greater Downtown EIS will rely on a balanced approach of data-driven analysis and community and stakeholder input and feedback. The EIS will be built through the development of three key strategies and integrate both short-term wins and longer term initiatives and strategies, including: 1) Economic Development Strategy; 2) Funding Strategy; and 3) Governance, Management, and Oversight Strategy for implementation of the EIS. These strategies will be guided by an updated Vision and Big Moves for Downtown that will be informed by the community and stakeholders and co-created by the teams working on the Greater Downtown EIS and the Downtown Plan Update.

Task 1. Project Management and Coordination

1.1 DMI Breakfast Rollout

Jay Renkens will participate in DMI's What's Up Downtown in June of 2025 to present an overview of the Greater Downtown Economic Investment Strategy and join a panel discussion with the Mayor and project managers from the City of Madison and DMI.

1.2 Project Kickoff Meeting

Upon receiving notice to proceed, MIG will work with Downtown Madison, Inc. (DMI) to schedule a two-and-a-half-hour Project Kickoff Meeting with a core group of stakeholders that will likely include the members of the Project Leadership Team (PLT). At this meeting, MIG will confirm project logistics and lead a discussion on project guiding principles and success metrics. This includes but is not limited to:

- The expected project schedule;
- The detailed deliverables associated with each major task. This includes discussion on why the task is important and how the deliverables will inform the process and deliverables;
- MIG and DMI will agree to the project boundary or boundaries for use throughout the project;
- The outreach strategy will be discussed at the meeting to better coordinate the Greater Downtown EIS and Downtown Plan Update efforts and further delineate the role, number of meetings, and timing of meetings for the PLT, Center City Collaborative (CCC), and various technical experts (see Task 7).
- A discussion of specific strategies to most effectively secure broader resident and business community input at key milestones in the process.

The Project Kickoff meeting will be conducted virtually. It is assumed that PLT membership will be confirmed with the DMI directly following contract execution.

1.3 Bi-Weekly Project Management Team (PMT) Meetings

The Project Management Team (PMT) will hold approximately thirty-two (32) PMT meetings throughout the project. Representatives from the MIG Team, DMI, the City, and the BID will have representatives on the PMT. The PMT Meetings will be used to manage logistics for upcoming events and deliverables as necessary, but will also be utilized as working sessions to workshop and advance elements of the EIS throughout its development.

1.4 Project Leadership Team Meetings (up to 12)

The MIG Team will participate in up to twelve (12) Project Leadership Team (PLT) meetings throughout the process. PLT Meetings will include representatives (staff and board as appropriate) from DMI, the Business Improvement District (BID), and the City of Madison. PLT Meetings will focus on providing input and feedback into key analysis, recommendations, and deliverables.

During the first one or two PLT Meetings, the Greater Downtown EIS Team and the City's Downtown Plan Update Team will coordinate on the development of distinct, but complementary problem statements that can be used in stakeholder and community outreach, as well as other messaging throughout the coordinated efforts.

1.5 Ongoing Project Coordination and Communication

Throughout the proposed 15-16 month timeline of the Greater Downtown EIS process, MIG will provide additional project coordination and communication outside of the regularly scheduled PMT meetings. MIG will also prepare and submit monthly invoices as a part of this task.

1.6 Project Closeout

MIG will prepare and transfer final project files for all interim and final deliverables to DMI at the conclusion of the project. Final files will include editable Microsoft Word documents for the final Strategy report. MIG will also conduct a project closeout meeting with the PMT and submit a final invoice.

Task 2. Existing Conditions and Gap Analysis

2.1 Existing Mapping and Data Collection and Review

MIG will work with the City of Madison and the Vandewalle Team to collect and review available GIS data and maps previously created for Madison Gas and Electric (MG&E) or for other purposes, provided they have the rights to share and disseminate plan information.

MIG assumes that all new maps will be created using ArcGIS and/or Adobe Illustrator and exported as a PDF file. Any new mapping data provided to the team will be packaged and delivered within one month of the Project Kick-Off (see Task 1.1). Spatial data will be compatible with ArcGIS or AutoCAD. In addition, all deliverables created throughout Task 2 will be shared with the City.

The following are identified as foundational for the strategy development process:

- *Context Map:* A map indicating the project area's location within the larger regional and citywide context. The context map will clearly delineate the Greater Downtown geography and the City's Downtown Area Plan geography.
- *Base Map:* A base map of the study area. Two versions of the base map are necessary - one will have an aerial base and the other will be a vector map showing curblines and building footprints. The base map and thus all subsequent maps will include the Greater Downtown boundary and the City's Downtown Area Plan boundary unless otherwise indicated.
- *Boundaries and Districts:* A map to clearly communicate the boundaries of the Greater Downtown study area, the Downtown Plan study area, the BID boundary, the mall maintenance boundary, historical districts, and any other relevant districts with defined boundaries within or immediately adjacent to Greater Downtown.

- *Figure Ground (Building Footprints):* A figure-ground diagram depicting existing structures. For any additional mapping of existing structures, MIG assumes that building footprint data is available from DMI and/or the City of Madison or can be made available.
- *Existing Land Use and Built Landscape:* An existing land use map reflecting what buildings are on the ground today and what uses are in those buildings. For any additional mapping of existing land use, MIG assumes that existing land use data is available from DMI and/or the City of Madison or can be made available.
- *Existing Circulation Networks:* A map or maps that provide information on the existing and planned multi-modal circulation network within Greater Downtown. Priority entries and gateways will also be identified within the circulation network/s.
- *Existing Multimodal Travel Patterns:* A map or maps that summarizes data available from Placer.ai, Strava, City of Madison Metro Transit, and B-Cycle to understand major origins, destinations, and route choices within the Greater Downtown area.
- *Existing Infrastructure and Amenities:* A map that depicts the existing capacity of major utility infrastructure and access to public amenities including parks, plazas, trails, and community facilities in and adjacent to Greater Downtown. If this data does not exist, MIG will work with Vandewalle, DMI and City staff to understand the existing capacity of public utility infrastructure and amenities.

2.2 Granular Street Level Assessment

Using the available mapping provided in Task 2.1, MIG will work with Vandewalle, DMI, and the BID to conduct a granular street level assessment of existing edge conditions and opportunity sites to inform the strategy recommendations (see Tasks 3 and 4).

- *Existing Ground Floor Edge Conditions:* A map depicting existing ground floor conditions including ground floor uses, current vacancies, perceived safety, and level of transparency. A key input for perceived safety will be the Safe Growth project's mapping. For mapping of existing ground floor land use, MIG assumes that existing land use data is available from DMI and/or the City of Madison or can be made available.
- *Opportunity Sites*: Using the information above, MIG and Vandewalle will map existing development and redevelopment opportunities based on GIS data, stakeholder input, and tour observations. The map will depict land under public ownership, vacant parcels, surface parking lots, and parcels with a low improvement to land value. MIG will utilize available assessor's data to determine public ownership and to calculate improvement to land (I:L) ratios.
- *Connectivity and Quality*: A map or maps depicting connectivity as it relates to the pedestrian, bicyclist, transit, and motorist experiences. This will include sidewalk conditions, crosswalks, bike lanes, street lighting, and disconnected blocks within Greater Downtown and along key corridors connecting Downtown to adjacent neighborhoods and districts.

MIG assumes the data identified above exists and is available from either DMI, the City of Madison, or Vandewalle. Any additional data development and/or mapping by MIG will be conducted following a discussion and approval from DMI.

2.3 Inventory and Compilation of Existing and Planned Projects

The MIG Team will prepare a Request for Information (RFI) for DMI to facilitate collection and transfer of data and documents to MIG. The MIG Team will review available data and relevant policy and planning documents to develop an even greater understanding of the current conditions and dynamics in Madison's Downtown and Greater Downtown. MIG assumes this effort will include the review and analysis of:

1. GIS and any relevant AutoCAD spatial data;
2. Economic Development initiatives; and
3. Existing mapping and data representing currently funded and planned Greater Downtown projects (public improvements and private development).

MIG assumes the data identified above exists and is available from either DMI, the City of Madison, or the Vandewalle Team. Any additional data development or research on MIG's part will be conducted following a discussion and approval from DMI.

Note that the City of Madison will prepare a current land use inventory, as well as a review of previous plans and implementation as part of their Phase 0 of the Downtown Plan Update. These preliminary deliverables will be shared with the MIG Team when they are available.

2.4 Infrastructure and Amenities Gap Analysis

Building on the Existing Infrastructure and Amenities mapping from Task 2.1, the MIG Team will work with DMI, the BID, and the City of Madison to complete an analysis whereby a visual narrative will be developed highlighting key assets that are drivers of visitation, investment, economic growth, and quality of life in the Greater Downtown. The primary purpose is to help identify the unique components and physical dynamics that shape Greater Downtown's and its subdistrict's distinctive character - helping to establish a rationale for investment considerations.

In addition, the MIG Team will perform a capacity and access analysis around different types of public and private amenities. One-quarter mile buffers will be used to determine what areas currently have access to amenities and where there are gaps. Amenities analyzed will likely include outdoor gathering space, children's play, groceries, cultural facilities (such as Monona Terrace and Overture Center for the Arts), sidewalks, bike facilities, and transit. The analysis will be conducted in ArcGIS and the results will be depicted in a series of Adobe Illustrator maps exported to PDF files.

It should be noted that the City of Madison will perform a more in-depth analysis to determine whether there are areas within the Downtown Area Plan boundary where there may be challenges to new development, redevelopment, or adaptive reuse based upon the condition and/or capacity

of major utilities and telecommunications. That analysis will help to test and inform the land use and urban form elements of the Downtown Plan Update and will likely be completed in the latter portion of the EIS effort.

2.5 Economic and Market Analysis

The MIG Team will conduct an economic and market analysis that will focus on six primary topics: 1) socio-economic trends and projections; 2) industry segments; 3) retail and restaurants; 4) office supply and demand; 5) housing supply and demand; and 6) hospitality and tourism impacts and demand. Where possible, the data will be parsed for Greater Downtown and the City's Downtown Area Plan geographies and will include comparisons to the City of Madison and the region. Data and analysis will be coordinated and aligned with the Citywide Economic Development Plan. Stakeholder outreach will be coordinated with DMI and the City of Madison. The BID will play a key role in outreach to small businesses.

1. ***Socio-Economic Trends and Projections:*** To understand demographic trends and to understand how those shape Madison's Downtown now, and may shape the Greater Downtown in the future, the MIG Team will prepare a summary of the socio-economic trends within Madison's Downtown in the past 15 years (pre-COVID, COVID, and post-COVID), as data is available. To ensure the Greater Downtown EIS is inclusive and supports the changing demographics of Greater Downtown residents, workers and visitors, the summary will include population projections. Where possible and based on data availability and granularity, the MIG Team will utilize the City's growth projections and those provided in the Dane County Housing Strategy. Using US Census Bureau and other available data, the summary will include:
    - Overall Population, Age, and Race
    - Characteristics of Historically Marginalized and Underrepresented People
    - Student Population, Age, and Race – the MIG Team will work with the City to determine the best methodology for determining student population and demographic characteristics
    - ESRI Tapestry Segments
    - Educational Attainment
    - Median Household Income
    - Persons Living Below the Poverty Level
    - Housing Tenure and overall house security within Madison and Greater Downtown
    - Commuting Patterns

    We will support this data-driven analysis with stakeholder engagement to ensure our understanding of existing conditions is grounded in the lived experience of those in the study area and those who stand to benefit most from the project's outcomes.
2. ***Industry Segments*:** For the analysis of key industry segments, the MIG Team will summarize existing industries and their impact on Downtown Madison and the Greater Downtown geography (including number of employers, square footage of space,

employees, and economic impact where feasible based on available data), industry infrastructure and technology needs, as well as identification of opportunities for new and growth industry segments. Key industries will likely include biotechnology, advanced manufacturing, and information technology; cultural, arts, and entertainment assets; education; government; hospitality; and education. The MIG Team will also include a discussion of how to leverage advantages and address disadvantages for each industry segment included in the analysis.

3. ***Retail, Restaurants, and Entertainment*:** For the analysis of retail, restaurants, and entertainment, the MIG Team will summarize the quantity and type of retail, restaurants, and entertainment businesses within the Greater Downtown study area. The analysis will include mapping of retail, restaurants, and entertainment by type and an estimate of categories that may be saturated and/or underrepresented.
4. ***Office Supply and Demand*:** For the analysis of office supply and demand, the MIG Team will summarize the supply of office space within the Greater Downtown study area by age, class, and size. Any planned office development will be included in the summary. Office vacancy will be summarized using available data and mapped if possible. The MIG Team will use DMI's Placer.ai account to summarize the level of in-person attendance for leased office space. Data sources can miss major parts of the Greater Downtown market (small businesses being an example). Therefore, we will work to understand who is in Downtown sectors and their needs through direct and detailed stakeholder engagement.
5. ***Housing Supply and Demand*:** For the analysis of housing supply and demand, the MIG Team will quantify housing supply within the Greater Downtown study area by type, size, tenure, and price. The analysis will also include housing supply under construction and housing development that has already been approved and funded, as well as proposals that are deemed very certain by members of the PMT or PLT. The MIG Team will utilize the City's 2023 Housing Snapshot Report (2025 as well when available), Housing Forward, the latest Housing Affordability Report, the 2019 Equitable Development in Madison Report, other city policies, and the socio-economic trends and projections in Task 2.5.1 to characterize housing needs and potential in Downtown Madison and the larger Greater Downtown geography.
6. ***Hospitality and Tourism:*** For the analysis of tourism activity for Downtown and Greater Downtown, the MIG Team will analyze data on the number of visitors, hotel room supply, vacancy rates, room nights, visitation patterns, and local and regional visitor impacts in and near Downtown. Using DMI's Placer.ai account, the analysis will include an assessment of the day-trip vs. out-of-town visitor trends, as well as development of an understanding of where visitors are coming from and what they are doing. On the flip side, the analysis will highlight areas of Madison and the region that have low visitation to Downtown. To the extent possible using existing data, the MIG Team will include a summary of visitation spend. Additional data sources will include Destination Madison's 2025 Visitor Sentiment Survey and other relevant data available from Destination Madison.

Task 3. Strategy Framework

3.1 Draft and Refined Economic Drivers and Investment Targets
In close collaboration with the City of Madison, the MIG Team will work with the PMT, PLT, and CCC to develop a set of economic drivers and investment targets for Downtown Madison and the larger Greater Downtown geography. The Economic Drivers and Investment Targets will include baseline metrics and targets in several critical categories including population, households, housing types, priority industry segments, retail and restaurants, entertainment offerings, and hotel rooms. The draft Economic Drivers and Investment Targets will highlight short- and long-term horizons be presented in a memo and short Powerpoint slide deck that will include a brief rationale for each target. The PMT and PLT will provide a consolidated set of comments to MIG. MIG will revise the Economic Drivers and Investment Targets memo and slide deck and design a one-pager infographic-style summary of the using Adobe Illustrator.

3.2 Draft and Refined Goals and Objectives
MIG will evaluate inputs from the PMT, PLT, CCC, and broader community engagement to develop a set of goals and objectives for the Greater Downtown that support or advance economic development and drive private investments in and around Downtown Madison. The goals and objectives will articulate high level strategic direction and frame key initiatives to achieve the targets identified in Task 3.1. They will build on previous efforts and be aligned with the Citywide Economic Development Plan and the City's Comprehensive Plan. The goals and objectives will inform the Big Moves (developed in collaboration with the City and their Downtown Plan Update) and EIS strategies (Economic Development, Funding, and Governance) and will respond to specific opportunities and challenges unique to the Greater Downtown.

3.3 Draft and Refined Vision and Big Moves
In close collaboration with the City of Madison, the MIG Team will work with the PMT, PLT, CCC, and broader community to develop and refine a Vision and set of up to eight (8) Big Moves for Downtown Madison that likely address identity, economic vibrancy, infrastructure, programming, activation, inclusion and equity, safety, climate preparedness and adaptation, funding, and management. The Vision and Big Moves will be informed by stakeholder and community input, data analysis and key findings from earlier tasks, as well as the targets, goals, and objectives from earlier in Task 3. It is anticipated that the Big Moves will include or tee up catalytic combinations of public and private projects. The Big Moves will be accompanied by precedent photos and examples when possible. The MIG Team will prepare an illustrative rendering or other appropriate graphic for each Big Move.

3.4 Economic Development Strategy
Building on the Economic and Market Analysis (see Task 2.5) as well as prior work in Task 3, the MIG Team will prepare a 5-8 page economic development strategy focused on socio-economic trends, tax base growth, physical development opportunities, industry sector growth opportunities, enhancing district identities, and improving public spaces to support economic growth and Greater

Downtown vibrancy. The strategy will include quick wins, short-term actions, and long-term strategies while identifying potential catalytic projects on underutilized sites, proposing enhancements to strengthen connectivity and public life, and outlining necessary, supportive infrastructure upgrades. It will also inform discussion of public-private partnerships and potential funding mechanisms, offering actionable recommendations supported by examples to illustrate key opportunities.

Task 4. Recommendations and Catalytic Opportunities

4.1 Draft Recommendations and Maps

The MIG Team will develop a set of narrative recommendations representing policy, regulatory, and programmatic actions and strategies for the Greater Downtown study area. A focus will be on how DMI, the BID, and the private sector can directly affect change in the Greater Downtown area. Recommendations related to DMI or other parties advocating for additions or changes to City policies will be developed in coordination with the City of Madison and with consideration toward existing city-wide policies and strategies. In certain instances, recommendations may be articulated that will provide input into the City's Downtown Plan Update. These recommendations will be clearly delineated as such. Recommendations will be organized into four major categories as described below.

- ***Commercial and Employment Recommendations:*** Actions and strategies for future employment uses, workforce development, small business creation and support, and business recruitment and retention. The MIG Team will coordinate with the Citywide Economic Development Plan to align with and make suggestions for City Economic Development programs, such as Façade Improvement and Building Improvement Grants, and how those programs better support downtown businesses that have very different needs than a business in other parts of the city.

- ***Neighborhood and Housing Recommendations:*** Actions and strategies for improving existing housing stock and its connectivity to Downtown and other parts of Greater Downtown, as well as housing supply and product diversity to align with and support economic targets, goals, and objectives. Neighborhood and housing recommendations will integrate strategies for generational wealth creation combatting displacement.

- ***Infrastructure and Amenities Recommendations:*** Actions and strategies to ensure residents, employees, and visitors have convenient access to amenities essential to supporting and growing those populations. These may include grocery stores, childcare facilities, fitness centers, healthcare services, public gathering spaces, public restrooms, signage and wayfinding, and other public education and awareness efforts. The MIG Team will also identify opportunities for unique amenities—such as cultural hubs, specialty retail, outdoor recreational spaces, and public art—that will create a distinctive identity for Greater Downtown and elevate its overall appeal within the region.

- ***Equity, Inclusion, and Belonging Recommendations:*** Actions and strategies to ensure that equity, inclusion, and belonging are embedded into all areas of the Greater Downtown EIS, that there is alignment with the City's Equity Priority Areas, and that a space is provided for actions and strategies that may not typically be included in an Economic Development Strategy. Actions and strategies will be centered on economic opportunity, economic mobility, equitable development, neighborhood stabilization, environmental justice, and creating inclusive and welcoming spaces and programs.

4.2 Draft Catalytic Opportunities

MIG will build on recently completed plans to test and confirm the future economic development vision, which will include exploratory concepts for catalytic opportunities to advance the Big Moves and achieve the Targets, Goals, and Objectives established in Task 3.

The MIG Team will perform a Soft Parcel Analysis. The Soft Parcel Analysis will be based on the asset mapping completed in an earlier task, as well as existing mapping from Vandewalle highlighting land available to develop, market research, and land use analysis, the MIG Team will identify sites, areas and/or infrastructure requirements, with the purpose of identifying opportunities for future economic growth through public and private investment. Specifically, the analysis will identify sites or large portion of sites that are vacant or used as surface parking, parcels that are publicly owned, and parcel whereby the value of improvements is less that the value of the land on which they sit.

The MIG Team will utilize the results of the Soft Parcel Analysis and input from the PMT and PLT to identify up to five (5) priority focus areas where there are opportunities to advance economic development priorities. For each focus area, the MIG Team will identify any infrastructure or service gaps that may be necessary to fill or remedy in order to support growth. In addition, the MIG Team will work closely with the City of Madison to identify any policy or regulatory recommendations that would support economic development and associated investment in each focus area. It is expected that DMI staff will perform outreach to the University of Wisconsin and private property owners to discuss strategies, and gain consensus and feedback on planned recommendations.

The MIG Team will develop concepts for the catalytic opportunities and associated focus areas. We will look for innovative uses and programs that add to the value of Greater Downtown while ensuring feasibility. Concepts will include a list of priorities, strategic considerations (including financial viability) and opportunities to enhance economic development, sustainable growth, equity, diversity and safety in Downtown Madison and the larger Greater Downtown geography.For each focus area, we will develop recommendations of viable uses that maximize economic benefit and help to address challenges and needs. It is critical to develop a use program with a consensus-based approach, realistic expectations of market conditions, use mix, as well as financial returns. Sketch level concepts will be shared with the PLT for discussion and MIG will incorporate up to two (2) rounds of consolidated comments. The MIG Team will provide relevant precedent photos of examples already implemented elsewhere. The MIG Team will also develop sketches or photo simulations of each catalytic opportunity. The vantage points and views will be chosen to help

illustrate redevelopment and development potential and inspire the potential for supportive public spaces, streetscape improvements, neighborhood connections, and/or activation.

In addition to advancing key economic development strategies, the Catalytic Opportunities will help inform and/or confirm direction for the City on future land use planning and the alignment of public and private interests with the goal of forming future public-partnerships, the goal of which will be to seed economic development and strategic growth outlined in the Greater Downtown EIS and the Downtown Plan Update. These recommendations are not intended to replace City land-use or economic development plans or the City's authority to direct zoning or other land use. Nor are they intended to limit the rights or uses of private development interests.

4.3 Revised Recommendations and Maps
The MIG Team will revise the draft recommendations and accompanying maps based upon input and feedback provided by the PMT, PLT, CCC, and community.

4.4 Revised Catalytic Opportunities
The MIG Team will revise the draft Catalytic Opportunities based upon input and feedback provided by the PMT, PLT, CCC, and community.

4.5 Economic Impact Analysis
The MIG Team will perform an economic impact analysis to estimate and understand increases to the industry presence, tax base, jobs, wages, and spending in Downtown Madison resulting from the Strategy's recommendations. The MIG Team will coordinate with the City of Madison and other economic development experts to confirm the methodology and assumptions. The methodology, analysis and key findings will be summarized in a memo brief. Key findings will be incorporated into the Greater Downtown EIS and the Executive Summary as appropriate.

Task 5. Action Plan

5.1 Draft and Final Project, Policy and Program Prioritization and Phasing
MIG will work closely with the PLT to prioritize the various recommendations and develop a year-by-year phasing plan that considers the timing and availability of funding and logical sequencing of initiatives and improvements. Our work will incorporate short-, medium-, and long-term phasing strategies at the district scale, identifying those blocks and parcels already best suited to absorb catalytic new investment and those places where strategic public realm and core infrastructure investments will facilitate the greatest development potential. It should be noted that the City's Capital Improvement Plan (CIP) is largely set for the next 5 years, so any public realm or infrastructure priorities for the next 5 years that deviate from the CIP will identify alternative funding sources.

5.2 Draft and Final Funding Strategy

MIG will work with the PLT to identify a suite of existing and recommended funding sources to implement the Strategy's recommendations and then recommend specific funding and financing tools for each major initiative. The funding strategy will include a discussion of incentives for economic sectors and development types that may not be market supported within the timeline suggested in Task 5.1. MIG will also provide examples of how other downtowns and center cities have addressed such gaps and successfully implemented solutions. The funding strategy will incorporate public-private funding opportunities, equitable development strategies, and mechanisms to capture the value created by strategy implementation. Strategies will consider innovative funding mechanisms, funding sources, partnerships, and other opportunities to incent and support economic growth, community enhancements, infrastructure investment and the viability and vibrancy of Downtown and the larger Greater Downtown area. The funding strategy will be summarized in a standalone memo. Highlights will be incorporated into the Greater Downtown EIS.

5.3 Draft and Final Governance, Management, and Oversight Strategy

MIG will prepare a governance, management, and oversight strategy that identifies the elements of the EIS that fall to public side (City/County/State), private side (DMI/BID/Community), and/or some sort of public-private partnership. MIG will identify best practices and case studies for downtown management, interfacing with our expert colleagues from organizations like the International Downtown Association and the Urban Land Institute to compile a series of archetypical models.

Additionally, MIG will offer high-level recommendations for a governance, management, and oversight framework and the organizational resources needed to properly implement Greater Downtown and/or Downtown district development and management responsibilities especially as they relate to DMI and the BID, including the recommendations and best practices for the private use of public land. The governance, management, and oversight strategy will also address what existing or new entities should be responsible for strategy implementation, as well as what the role of DMI and the existing or expanded Business Improvement District/s should play. The governance, management, and oversight strategy will also identify the roles of partners (e.g. Destination Madison, The Chamber, etc.) and the Center City Collaborative (CCC) moving forward. The governance, management, and oversight strategy will be summarized in a standalone memo. Highlights will be incorporated into the Greater Downtown EIS.

5.4 Action Plan Summary Matrix

The MIG Team will summarize the key elements of the Task 5.1, 5.2, and 5.3 deliverables in an Action Plan Summary Matrix that will be organized by goal and/or big move.

Task 6. Documentation and Adoption

6.1 Administrative Draft Strategy

The MIG Team will create a full draft Greater Downtown EIS, including the proposed text and graphics, for internal review. The Greater Downtown EIS will help the client quantify and communicate the economic benefits of increased public and private sector investment by using a combination of qualitative and targeted quantitative approaches. The MIG Team will showcase similar projects from other cities with demonstrated economic success, emphasizing how investments in comparable sectors (e.g., mixed-use developments, biomedical corridors) resulted in measurable improvements like increased property values, reduced vacancy rates, and job creation. The Administrative Strategy will be delivered as a Microsoft Word document with minimal gaps. Original graphics (maps and renderings) will be collected in a single PDF document that will accompany the Microsoft Word strategy narrative.

6.2 Formatted Draft Strategy

Incorporating the feedback from the Internal Review Draft Strategy, the MIG Team will lay out the Strategy in Adobe InDesign using an approved template. MIG will provide a set of sample pages in the proposed layout for review and approval by the PLT. The MIG Team will provide a PDF of the formatted strategy document for internal review.

6.3 Public Review Draft Strategy

The MIG Team will incorporate one consolidated set of comments on the Formatted Draft Strategy to prepare and deliver the Public Review Draft Strategy in formats suitable for printing and posting online.

6.4 Adoption Process Presentation

The MIG Team will prepare an overview presentation for use by staff in the review and adoption process. The MIG Team will not provide in-person support for the adoption process but can virtually participate in up to two meetings.

6.5 Final Strategy

Following adoption and/or approval of the Strategy, MIG will incorporate any remaining edits and finalize the Strategy. The document will be provided in high-resolution and low-resolution formats suitable for printing and posting online. MIG will also provide a lightly formatted Word document with Final Strategy text.

6.6 Executive Summary

After adoption and/or approval of the Strategy, MIG will prepare an Executive Summary that can be included in the Final Strategy (if desired) and be published as a standalone document. It is

anticipated that the Executive Summary will be four (4) pages in length, formatted in Adobe InDesign, and provided in web-ready and print-ready PDF files.

Task 7. Community and Stakeholder Engagement

EQT by Design, with support from the MIG Team and in coordination with DMI and the City of Madison, will create a community engagement strategy that encourages participation from a broad base of Downtown and Greater Downtown stakeholders, while actively seeking out and lifting up the perspectives of underrepresented populations. Engagement methodologies will likely include focus groups, interviews, surveys, polls, online self-paced learning, interactive public workshops, and community tours, depending on the type of input needed for each section listed in this document. The engagement strategies for the Greater Downtown EIS and the City's Downtown Plan Update will be coordinated to maximize efficiencies and minimize confusion amongst stakeholders and the community. While some engagement efforts will happen separately and on different timelines, some engagement activities will be shared. The intent is for all engagement to be coordinated and cohesive, as well as focused on gathering input and feedback on a shared/defined set of key questions and core issues.

The MIG Team will participate in up to five (5) meeting windows throughout the strategy development process for the Greater Downtown EIS. Each meeting window will consist of a trip to Madison for two or three MIG staff. Meeting windows will typically consist of two (2) or three (3) days on the ground with a series of meetings scheduled throughout the days and on some evenings. For any meetings that are not scheduled as part of a designated meeting window, MIG will participate virtually.

7.1 Community Engagement Plan Review
EQT by Design will prepare a Community Engagement Plan as a part of their separate contract associated with the Greater Downtown EIS. MIG will review the Community Engagement Plan, provide comments, and coordinate with EQT by Design to ensure that the engagement strategy is aligned with the MIG Team's scope of work and overall strategy development process.

7.2 Stakeholder Interviews and Focus Groups (16)
MIG will help to identify a series of appropriate stakeholder interviews and focus group meetings. MIG will facilitate discussions with up to sixteen (16) different stakeholders or focus groups to discuss a range of topics impacting Downtown and the larger Greater Downtown geography, including organizational responsibilities and coordination; evolving real estate needs; demand for local area employers; the visitor experience; and Downtown programming and events. Upon finalizing the list of participants, MIG will coordinate with the PMT to determine if staff from DMI, the City, and/or the BID should participate in these meetings.

7.3 Center City Collaborative Meetings (up to 4)

MIG will participate in up to four (4) Center City Collaborative (CCC) meetings throughout the process. CCC meetings will be organized and facilitated by EQT by Design.

7.4 Technical Expert Meetings (up to 4)
The MIG Team will participate in up to four (4) meetings with various technical experts throughout the process. It is expected that technical experts may include utility providers, commercial lenders, and developers. Upon identifying participants in the Technical Expert Meetings, MIG will coordinate with the PMT to determine if staff from DMI, the City, and/or the BID should participate in these meetings.

7.5 Community Meeting Participation (up to 3)
The MIG Team will participate in three (3) in-person community meetings. EQT by Design will be responsible for scheduling and coordination of the community meetings. MIG will work with EQT by Design and the City of Madison, when jointly hosted, to develop the agendas, as well as any posters and handouts for the community meetings.

7.6 Community and Stakeholder Engagement Coordination and Support
MIG will work with DMI and EQT by Design to provide necessary input and feedback for additional community and stakeholder outreach that is not identified above. This may include support for digital engagement (e.g. web ready materials, social media materials, etc.) or messaging and communications as needs dictate and resources allow.

SCOPE AND BUDGET ASSUMPTIONS

The MIG Team has made the following assumptions concerning the administration of the Madison Greater Downtown Economic Investment Strategy (EIS). These assumptions are intended to clarify DMI and MIG Team roles and responsibilities.

Project Management

- The MIG Team and DMI staff will work as a team throughout the project. Project management issues that arise during the project will be dealt with quickly through a conference call or Zoom meeting to keep the process moving.
- MIG will provide project management for the overall project and be responsible for management of the Consultant team (MIG Team). MIG will prepare for and facilitate bi-weekly meetings with the Project Management Team (PMT). These meetings will often include project updates. However, the primary purpose will be working sessions to advance the project tasks and deliverables. MIG will provide an agenda and work session materials, with more time for items requiring more significant review prior to the work session. If there are no timely work session needs, MIG may cancel a meeting and provide a project update via email.
- DMI staff will be responsible for project coordination tasks throughout the process, including: providing relevant reports and documentation to the MIG Team; reviewing all documents and providing comments; publicizing and arranging public meetings; and scheduling/arranging workshops and public hearings.
- DMI staff and EQT by Design will keep MIG informed of all significant issues that arise in the community that may have a significant effect on the project (e.g., policy shifts, major project applications, major events, and major reports or studies).
- If the primary client contact or Project Manager changes during the course of the project and necessitates more than an hour of MIG staff time to reinitiate the project, this will be considered extra services.
- If the MIG Project Manager changes during the project, MIG will provide a thorough briefing and update, limiting any additional time required by the client to reinitiate the project to one hour.

Budget

- The Project Management budget assumes a 15-month schedule and additional budget will be requested for Project Management if the schedule slips more than two (2) months beyond that term.
- The project budget is an estimate of how project costs are allocated among tasks and subtasks and among MIG Team members. The MIG Team will not exceed the total contract amount without the express approval of DMI. The prime consultant (MIG, Inc.) may reallocate costs among tasks and subtasks and consultant team members in order to carry out the tasks and subtasks in the Scope of Work. MIG will notify DMI of significant cost reallocations in conjunction with monthly invoicing.

- DMI will compensate the MIG Team for work carried out at the request of DMI that is outside of the final Scope of Work included in the Primary Services Agreement. MIG will inform DMI of any work that is out-of-scope and subject to additional costs prior to conducting the work. DMI will compensate the MIG Team for this work on a time-and-expenses basis according to current bill rate schedules.
- Direct costs have been estimated based on current pricing (e.g. airfares and hotel room rates). If travel costs increase significantly over the course of the multi-year project timeframe, MIG may have to revise direct costs accordingly.

Invoicing

- MIG will bill monthly for services rendered on a task percent complete basis with expenses in addition as incurred per the contract budget.
- DMI's Project Manager will review and approve MIG's monthly invoices, which will include all work covered by the MIG Team. Any questions or issues related to the monthly invoice will be dealt with quickly through a conference call with MIG and DMI's Project Manager. DMI will pay invoices within 30 days of receipt.

Schedule

- During quarterly project schedule updates, MIG and DMI will mutually set specific dates for drafts, reviews, and finalization of each deliverable. MIG will make every effort to meet the deadlines outlined in the project schedule. DMI staff will make every effort to meet the deadlines as outlined in the project schedule developed and agreed upon by DMI and MIG.
- DMI will not hold the MIG Team responsible for schedule delays that are the result of circumstances or events beyond the control of the MIG Team.

Public Outreach

- DMI staff will be responsible for distributing any hard copies of project outreach materials prepared by MIG.
- EQT by Design will memorialize all public comments and inputs received during the public outreach process and provide this information to MIG.
- MIG will provide two (2) or three (3) staff for each in-person meeting window.
- MIG will travel to Madison up to five (5) in-person meeting windows.

Documents

- The MIG Team will provide draft examples and suggestions for document format, graphic look and content for milestone documents. DMI staff will provide clear direction for preferred format, graphics and content for milestone documents.
- If available, DMI will provide the MIG Team with graphics (e.g., logos, photographs) of local scenes, landscapes and other applicable imagery to support the production of work products, documents and outreach materials.

- DMI (and PMT and PLT as applicable) will conduct one round of review each of the administrative draft, screen-check draft, and public hearing documents, unless otherwise noted in the Work Plan. DMI's Project Manager will coordinate document review by City departments and the CCC.
- DMI staff will provide a single, consolidated set of comments in electronic format on all documents. All comments will be reviewed by DMI staff to resolve any inconsistencies and provide clear direction. If possible, changes will be provided using track-changes or similar digital comment format.
- DMI staff will not distribute working draft or administrative draft documents to decision makers or the public.
- Interim deliverables will be delivered in Microsoft Word, Microsoft Excel or PDF formats. All final deliverables will be provided in PDF format.

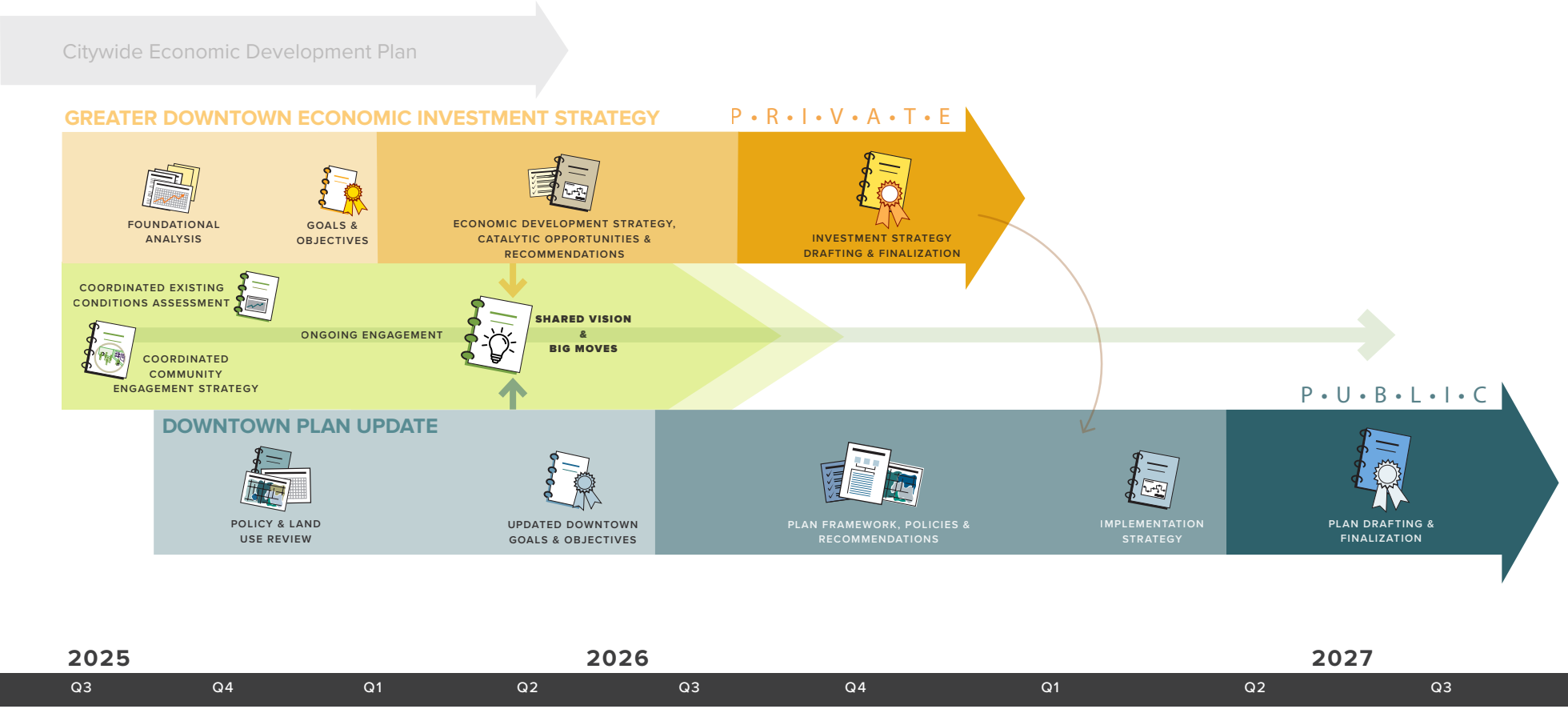
GIS and Mapping

- DMI (in partnership with the City, County, and/or State) will provide current and available GIS data that is reasonably accurate for the purpose of completing the project.
- The MIG Team will not produce any new GIS data, other than what is specifically identified in the tasks outlined in the Scope of Work. The creation of any new data will be considered extra services and require an increase in fee.
- During the project initiation phase, DMI staff will confirm the boundaries of the Greater Downtown study area that will be used during the project.

Madison Greater Downtown Economic Investment Strategy Coordination & Shared Deliverables

Task		City Participation	City to Provide Data/ Deliverables	City to Receive Deliverables	Notes
Task 1	**Project Management and Coordination**				
1.1	DMI Breakfast Rollout	PLT			
1.2	Project Kickoff Meeting	PLT PMT			Kickoff will include City's Downtown Area Plan co-project managers, and the Planning Division Director / other staff.
1.3	Bi-Weekly Project Management Team (PMT) Meetings	PMT			PMT will include City's Downtown Area Plan co-project managers, Planning Division Director / other staff as needed.
1.4	Quarterly Project Leadership Team (PLT) Meetings	PLT			PLT will include City's PCED, Planning, and Economic Development Directors.
1.5	Ongoing Project Coordination and Communication	PMT			
1.6	Project Closeout				
Task 2	**Existing Conditions and Gap Analysis**				
2.1	Existing Mapping and Data Collection and Review	PMT	X		All relevant City data is available on the Open Data Portal. Existing Land Use data is available from Dane County. Maps created to be shared with City for use in Downtown Area Plan.
2.2	Granular Street Level Assessment	PMT	X	X	The City does not maintain data on current ground floor uses or vacancies. City will provide other data for these anaysis as available. (Analyses using and/or new data created, such as vacancy analysis, will be shared with the City for use in the Downtown Area Plan and/or other Economic Development Division programs.)
2.3	Inventory and Compilation of Existing and Planned Projects	PMT	X		Planning Current Projects is available in the open data portal.
2.4	Infrastructure and Amenities Gap Analysis	PMT	X	X	City to provide Utility service data for municipal utilities. Mapping and data created for this to be shared with the City. Utility gap analysis will likely be revisited after land use recommendations are made to update/ID other gaps.
2.5	Economic and Market Analysis	PMT	X	X	Stakeholder outreach will be coordinated with DMI & City
2.5.1	Socio-Economic Trends and Projections:	PMT PLT	X	X	City to provide most recent population projections; MIG responsible for obtaining and analyzing Census data.
2.5.2	Industry Segments	PMT		X	
2.5.3	Retail, Restaurants, and Entertainment	PMT		X	
2.5.4	Office Supply and Demand	PMT		X	
2.5.5	Housing Supply and Demand	PMT	X	X	City to provide original City data, such as data in Housing Snapshot. MIG responsible for obtaining other publicly-available and/or purchased data and identify source of housing cost data.
2.5.6	Hospitality and Tourism	PMT		X	
Task 3	**Strategy Framework**				
3.1	Draft and Refined Economic Drivers and Investment Targets	PMT PLT		X	City will be engaged in reviews and provide collated comments on these tasks via staff participation in the PLT & PMT and Big Moves specific work sessions.
3.2	Draft and Refined Goals and Objectives	PMT PLT		X	
3.3	Draft and Refined Big Moves	PMT PLT		X	
3.4	Economic Development Strategy	PMT PLT		X	
Task 4	**Recommendations and Catalytic Opportunities**				
4.1	Draft Recommendations and Maps	PMT PLT		X	City will be engaged in reviews and provide collated comments on these tasks via staff participation in the PLT & PMT.
4.2	Draft Catalytic Opportunities	PMT PLT		X	
4.3	Revised Recommendations and Maps	PMT PLT		X	
4.4	Revised Catalytic Opportunities	PMT PLT		X	
4.5	Economic Impact Analysis	PMT PLT		X	
Task 5	**Action Plan**				
5.1	Draft and Final Project, Policy and Program Prioritization and Phasing	PMT PLT		X	City will be engaged in reviews and provide collated comments on these tasks via staff participation in the PLT & PMT.
5.2	Draft and Final Funding Strategy	PMT PLT		X	
5.3	Draft and Final Governance, Management, and Oversight Strategy	PMT PLT		X	
5.4	Action Plan Summary Matrix	PMT			
Task 6	**Documentation and Adoption**				
6.1	Administrative Draft Strategy	PMT		X	City will be engaged in reviews and provide collated comments on these tasks via staff participation in the PLT & PMT, and will receive final Strategy via presentation / for acceptance to appropriate City agencies and/or BCCs.
6.2	Formatted Draft Strategy	PMT PLT		X	
6.3	Public Review Draft Strategy	PLT		X	
6.4	Adoption Process Presentation	PMT		X	
6.5	Final Strategy			X	
6.6	Executive Summary			X	
Task 7	**Community and Stakeholder Engagement**				
7.1	Community Engagement Plan Review	PMT	X	X	The City will coordinate with MIG and other DMI consultants in developing the EIS public engagment plan. EIS and Downtown Area Plan public engagement will be coordinated and City staff may participate in EIS engagement events. MIG/EQT By Design will provide the City summaries of engagement efforts to ensure feedback and source is utilized in the creation of the Downtown Area Plan.
7.2	Stakeholder Interviews and Focus Groups (16)	PMT	X	X	
7.3	Center City Collaborative Meetings (up to 4)	PMT	X	X	
7.4	Community Meeting Participation (up to 3)	PMT	X	X	
7.5	Community and Stakeholder Engagement Coordination and Support	PMT	X	X	

Coordinated Downtown Madison Study & Plan Process



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

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

Non-Competitive Selection Request

Requisition Number

Fund
1420 TAX INCREMENT DISTRICTS

Major
546** Consulting/Professional Services

Agency
Economic Development

Total Purchase Amount
$ 150,000.00

Vendor Name
Downtown Madison Inc.

Product/Service Description
The preparation of a Downtown Economic Investment Strategy.

Exception Criteria
2. The services or goods required are available from only one person or firm (i.e., true sole source).

Reason For Request
Downtown Madison Inc. (DMI) has raised private funding to complete a Downtown Economic Investment Strategy. The City of Madison will soon prepare a Downtown Area Plan. The Downtown Area Plan work by the City will greatly benefit from a partnership with DMI on the preparation of their Downtown Economic Investment Strategy. DMI and its subconsultant team will complete planning work needed by the City for the preparation of Downtown Area Plan in partnership with City staff and will furnish these work products to the City of Madison for the $150,000 contracted amount. Implementation of City plans is reliant on private property owners. The source of financial support for DMI's Downtown Economic Investment Strategy, and DMI's membership in general, comes from a signficant percentage of private Downtown property owners. The City could not replicate the level of private-sector support for this planning effort by contracting with a different organization or consulting firm. Downtown Madison Inc. is uniquely positioned to provide the privately supported work product being contracted for by the City.

Requestor
Mikolajewski, Matthew

Comments
The City of Madison has paid $2,245,062 to Downtown Madison Inc since 2015. Of that, $2,12,331 total payments were made on behalf of the Business Improvement District, not the City itself. Of the remaining money paid, $30,953 was for an ARPA grant, and $61,779 was made up of small purchases under the threshold requiring competitive selection.

From: Alex Saloutos
To: All Alders; Finance Committee; Mayor
Subject: Opposition to Sole-Source Contract with Downtown Madison Inc. (File #89347)
Date: Monday, August 25, 2025 5:52:19 PM
Attachments: 250825_MEMO_LEGISTAR89347_DMISOLESOURCECONTRACT.pdf

You don't often get email from asaloutos@tds.net. Learn why this is important

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

I am unable to attend the Finance Committee meeting today. Attached please find my public comments regarding significant legal and ethical concerns with the proposed $150,000 sole-source contract to Downtown Madison Inc. for developing the city's economic investment strategy. I urge the Committee to reject this contract and direct staff to pursue a competitive RFP process.

Alex Saloutos
Email: asaloutos@tds.net
Phone: (608) 345-9009

M E M O R A N D U M

Date: August 25, 2025

To: Finance Committee, Common Council, City of Madison

From: Alex Saloutos

Re: **Opposition to Sole-Source Contract with Downtown Madison Inc., Legistar ID No. 89347**

I write to urge the Finance Committee to reject the proposed $150,000 sole-source contract with Downtown Madison Inc. (DMI) for development of a Downtown Economic Investment Strategy.

Fundamental Conflict of Interest
The city proposes to contract with DMI—an organization representing downtown property owners, businesses, and developers—to write the strategy that will determine public investments benefiting those same members. This arrangement allows beneficiaries to draft their own investment plan. DMI is not performing the work directly but subcontracting with consultants the city could hire through a competitive process.

Public Perception
Setting aside policies, procedures, and ordinances, this arrangement will damage public trust. Residents will reasonably question why the city is paying downtown business and property owners to write a plan for investing public dollars in downtown. The appearance of self-dealing is unavoidable when the beneficiaries create the city's policies and plans that determine their benefits.

Violations of City Procedures
This proposal appears to violate multiple city ordinances and administrative procedures:

1. The Economic Development Committee has statutory responsibility for reviewing economic development plans. It appears that this proposal bypasses the EDC (MGO 33.17).

2. The resolution lacks required elements, including the actual contract, total project cost, contract term, and DMI's contribution amount. The Committee cannot properly evaluate an incomplete proposal (APM 1-1).

3. Sole-source contracts require that services be available from only one firm. Multiple consultants provide economic development strategy services. DMI's plan to subcontract the work demonstrates that they are not the sole provider (MGO 4.26(4)(a)(2)).

Lack of Transparency
DMI operates outside open records laws. The public will have no access to private meeting records, correspondence with members about recommendations, or documentation of how private funders influence the strategy. Public planning processes require transparency.

Viable Alternative Exists
DMI can contribute its private funds to the city. The city can then:

- Issue a competitive RFP for consulting services.

- Select qualified consultants through proper evaluation.

- Maintain control over strategy development.
- Ensure all records remain public.
- Provide meaningful public input opportunities.

Recommendation

The Finance Committee should:

1. Reject this sole-source contract.
2. Direct staff to prepare an RFP for economic development strategy consulting services.
3. Authorize staff to accept private donations to supplement city funding if needed.
4. Refer any future proposal to the Economic Development Committee for review.

The city should not abdicate its responsibility for public planning to private interests. A competitive process will ensure the resulting strategy serves all residents, not just downtown property owners.

Thank you for your consideration. For questions or additional information, please contact me at asaloutos@tds.net or (608) 345-9009.

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To: All Alders; Finance Committee; Mayor
Subject: Opposition to Sole-Source Contract with Downtown Madison Inc. (File #89347)
Date: Monday, August 25, 2025 5:52:07 PM
Attachments: 250825_MEMO_LEGISTAR89347_DMISOLESOURCECONTRACT.pdf

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Thank you for your consideration. For questions or additional information, please contact me at asaloutos@tds.net or (608) 345-9009.

From:	Guequierre, John
To:	All Alders
Subject:	FW: Common Council Meeting, Item 32, Legistar 88148 Merrill Springs View Preservation Easement Amendment V2
Date:	Tuesday, September 2, 2025 9:02:59 PM
Attachments:	viewshed.compare.pdf

From: Faith Fitzpatrick <fafitzpa@gmail.com>
Sent: Tuesday, September 2, 2025 8:56 PM
To: Guequierre, John <district19@cityofmadison.com>
Subject: Re: Common Council Meeting, Item 32, Legistar 88148 Merrill Springs View Preservation Easement Amendment V2

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

Alder John, The main issue with version 2 of the amendment is the overextension of the width of the view. V2 extends ~25 feet beyond the canopy of an existing silver maple along the shore. if it goes down for some reason it cant be replaced. The ownership of the house will likely change. The easement is forever. A Version 3 wouldnt be hard to write based on this tree and its canopy diameter. thanks, Faith

On Sep 1, 2025, at 9:28 PM, Faith Fitzpatrick <fafitzpa@gmail.com> wrote:

Dear Council, Attached are two summary slides from the view shed analysis. We were not able to describe the contents of the full attachment in the 3 minute time period or be able to respond to comments and questions that I could have easily answered after the presentation at the Board of Parks Commission. These slides compare the amendment with the much narrower view of the original owner's intent. As currently written the amendment makes the large maple in the shoreline a violation of the view. It could not be replaced. Please also note the lack of trees between the old cottage and the house in question on the second page.

I hope that I can help answer questions about the vertical profile and vegetation heights at the meeting this time.

Why should a private landowner be able to dictate what happens on public land beyond the original view easement and the good faith of the seller?

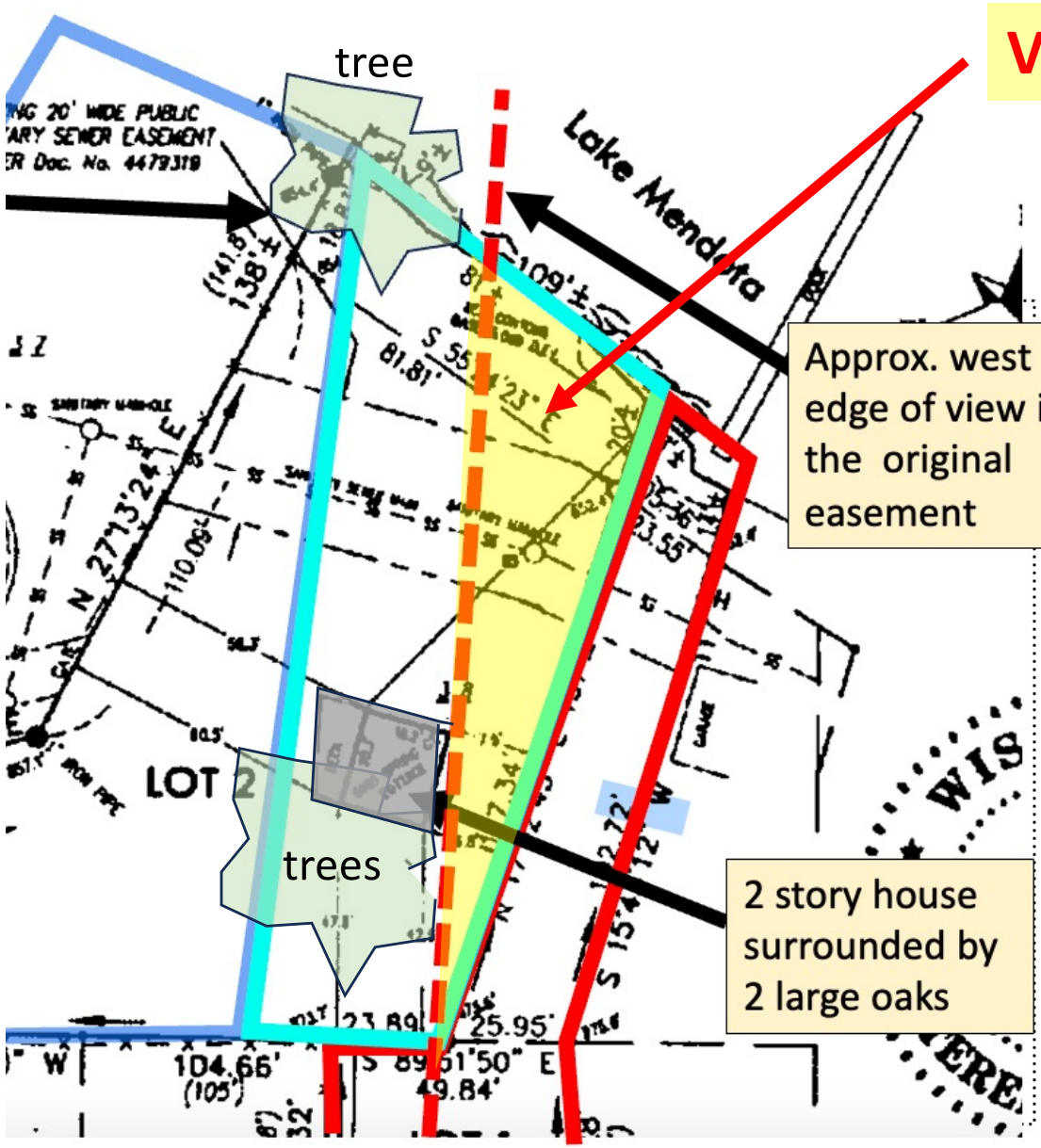
Thanks, Faith Fitzpatrick

On Aug 9, 2025, at 7:05 PM, Faith Fitzpatrick <fafitzpa@gmail.com> wrote:

Hello, Please see attached comments and recommendations from the Friends of Merrill Spring Park concerning version 2 of the Merrill Springs View Preservation Easement Amendment for the Board of Park Commissioners Meeting. The recommendations include 2 new attachments that provide more data on the width and vertical extent of the original easement. A copy of the original easement with the photo addendum for reference is also attached.

Thank you,

Faith Fitzpatrick
President
Friends of Merrill Spring Park
<88148.FMS.easement.objection.20250809.pdf><88148.FMS.viewshed.attachments.pdf>
<original View Preservation Easement.photos.pdf>


tree
Lake Mendota
Approx. west edge of view in the original easement
LOT 2
trees
2 story house surrounded by 2 large oaks
Viewshed



~2012 time of sale



2025

City of Madison

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

Master

File Number: 89777

File ID:	89777	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	08/29/2025
File Name:	CSM - 223-225 W Gilman St			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by Rohr Chabad House at the University of Wisconsin, Inc. located at 223-225 W Gilman Street (District 2).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/29/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Refer to a future Meeting to Adopt	COMMON COUNCIL			
	Action Text: This Resolution was Referred to a future Meeting to Adopt to the COMMON COUNCIL						
	Notes: Adopt 10/7/25						
1	Department of Planning and Community and Economic Development	10/02/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				
	Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER						
	Notes: The proposed Certified Survey Map will be administratively approved as allowed by MGO Section 16.23(4)(f) subject to the conditions to be satisfied prior to final approval and recording. Staff recommends adoption of the resolution. [The letter with conditions will be available prior to action by the Common Council.]						

Text of Legislative File 89777

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by Rohr Chabad House at the University of Wisconsin, Inc. located at 223-225 W Gilman Street (District 2).

Body
WHEREAS a Certified Survey Map of property owned by Rohr Chabad House at the University of Wisconsin, Inc. located at 223-225 W Gilman Street, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8/18/25 9:42 a.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Mendel Matusof — Representative, if any: _____

Street address: 223 W Gilman Street — City/State/Zip: Madison, WI 53703

Telephone: 608-257-1757 — Email: [redacted]

Firm Preparing Survey: Vierbicher Associates — Contact: Mike Ziehr / Dan Perry

Street address: 999 Fourier Drive, Suite 201 — City/State/Zip: Madison, WI 53717

Telephone: 608-821-3962 — Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 221, 223 & 225 W Gilman Street

Tax Parcel Number(s): 0709-144-2105-6 & 0709-144-2104-8

Zoning District(s) of Proposed Lots: UMX (Urban Mixed Use) — School District: Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): N/A

Date of Approval by Dane County: N/A — Date of Approval by Town: N/A

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	1		0.315
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Michael J. Ziehr Signature: _____

Date: August 18, 2025 Interest In Property On This Date: Land Surveyor

Dear Members on the Urban Design Commission and Plan Commission,

The growing population of Jewish students at the University of Wisconsin underscores the necessity for an expanded Chabad building. This roughly 12,000 sf addition will not only accommodate the increasing demand for Chabad's programs but also provide a more functional and versatile space for various activities and events for students on campus.

The proposed new addition will be located adjacent to the existing historical building and a recent addition built back in 2017. The proposed addition will preserve the historic façade and pickup on existing materials and horizontal planes to create a harmonious and aesthetically pleasing overall façade. By integrating a monumental grand staircase into the design, along the street facing façade, will help activate the adjacent park and help enhance the overall site context by providing relief from the harsh realities of the city scape and offer a moment of wonder to all that pass by.

I am confident that the proposed architectural enhancements will facilitate the organization's mission to foster inclusivity, cultural awareness, and community engagement. The design aims to create an environment that supports the diverse needs of the Chabad organization and Jewish student population, as well as, enhance the overall student campus experience.

Thank you for considering our project.

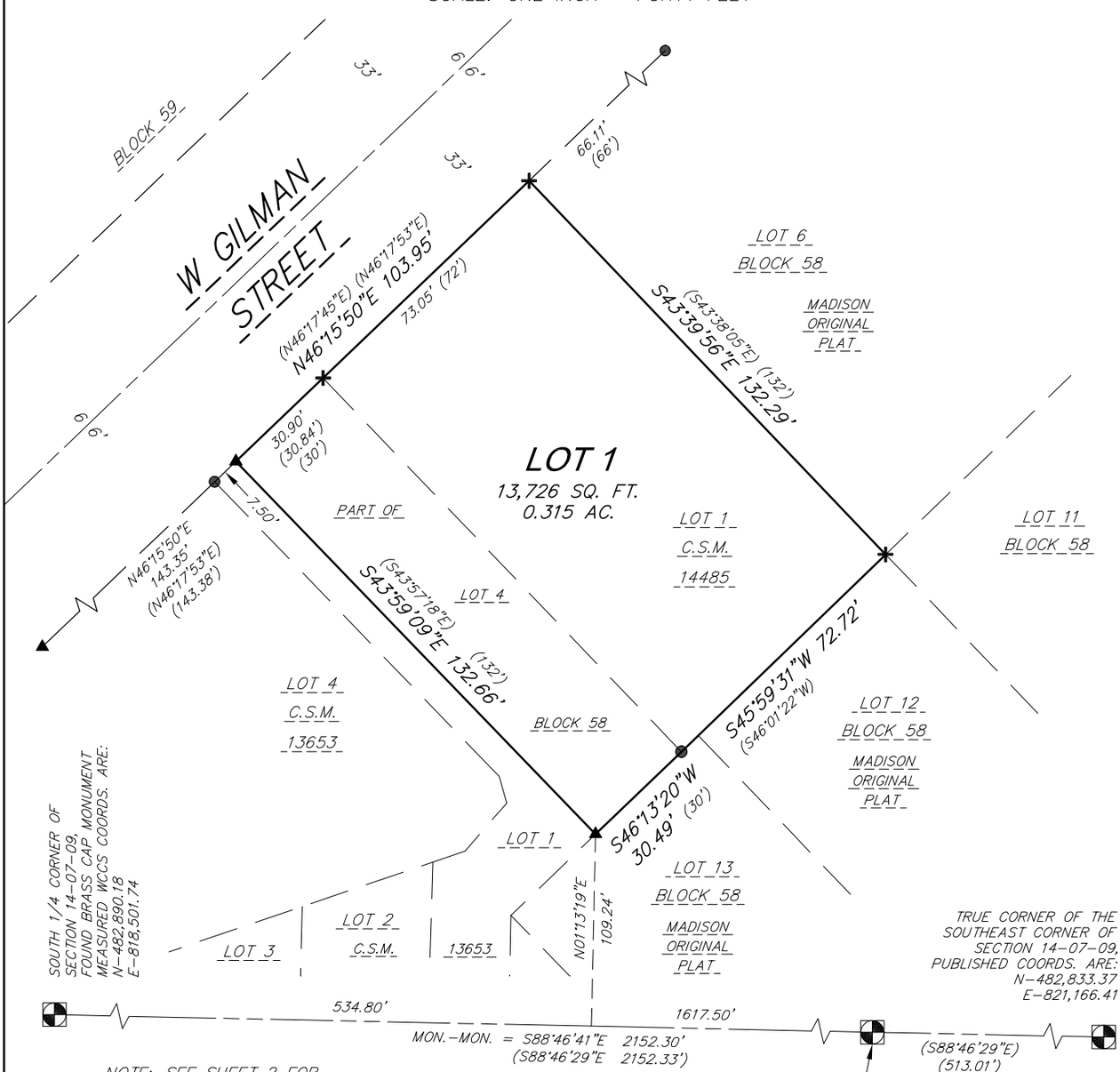
Sincerely,
Hamid Noughani

CERTIFIED SURVEY MAP No._____

PART OF LOT 4, BLOCK 58, ORIGINAL PLAT OF MADISON AS RECORDED IN VOL. A OF PLATS, ON PAGE 3, AS DOCUMENT No. 102 AND ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14485 AS RECORDED IN VOL. 99 OF CERTIFIED SURVEY MAPS, ON PAGES 291–295, AS DOCUMENT No. 5317131, DANE COUNTY REGISTRY AND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

0 40 80

SCALE: ONE INCH = FORTY FEET



SOUTH 1/4 CORNER OF SECTION 14–07–09, FOUND BRASS CAP MONUMENT MEASURED WCCS COORDS. ARE: N–482,890.18 E–818,501.74

TRUE CORNER OF THE SOUTHEAST CORNER OF SECTION 14–07–09, PUBLISHED COORDS. ARE: N–482,833.37 E–821,166.41

MEANDER CORNER FOR THE SOUTHEAST CORNER OF SECTION 14–07–09, FOUND BRASS CAP MONUMENT MEASURED WCCS COORDS. ARE: N–482,844.28 E–820,653.55 PUBLISHED COORDS ARE: N–482,844.34 E–820,653.52

NOTE: SEE SHEET 2 FOR SITE DETAILS AND SHEET 3 FOR EASEMENT DETAILS.

SURVEY LEGEND

- ▲ FOUND P.K. NAIL
- ● FOUND 3/4" ø IRON ROD
- × FOUND CHISELED "X"
- ( ) INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

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GRID NORTH
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN NAD83 (2011) THE SOUTH LINE OF THE SE 1/4 OF SEC. 14–07–09 MEASURED AS BEARING S88°46'41"E

17 Aug 2025 - 9:20p M:\Assemblage Architects\230228_Chabad House\CADD\230228_CSM.dwg by: mzie

vierbicher
planners | engineers | advisors

FN: 230228
DATE: 08/18/2025
REV:
Drafted By: MZIE
Checked By: DPER

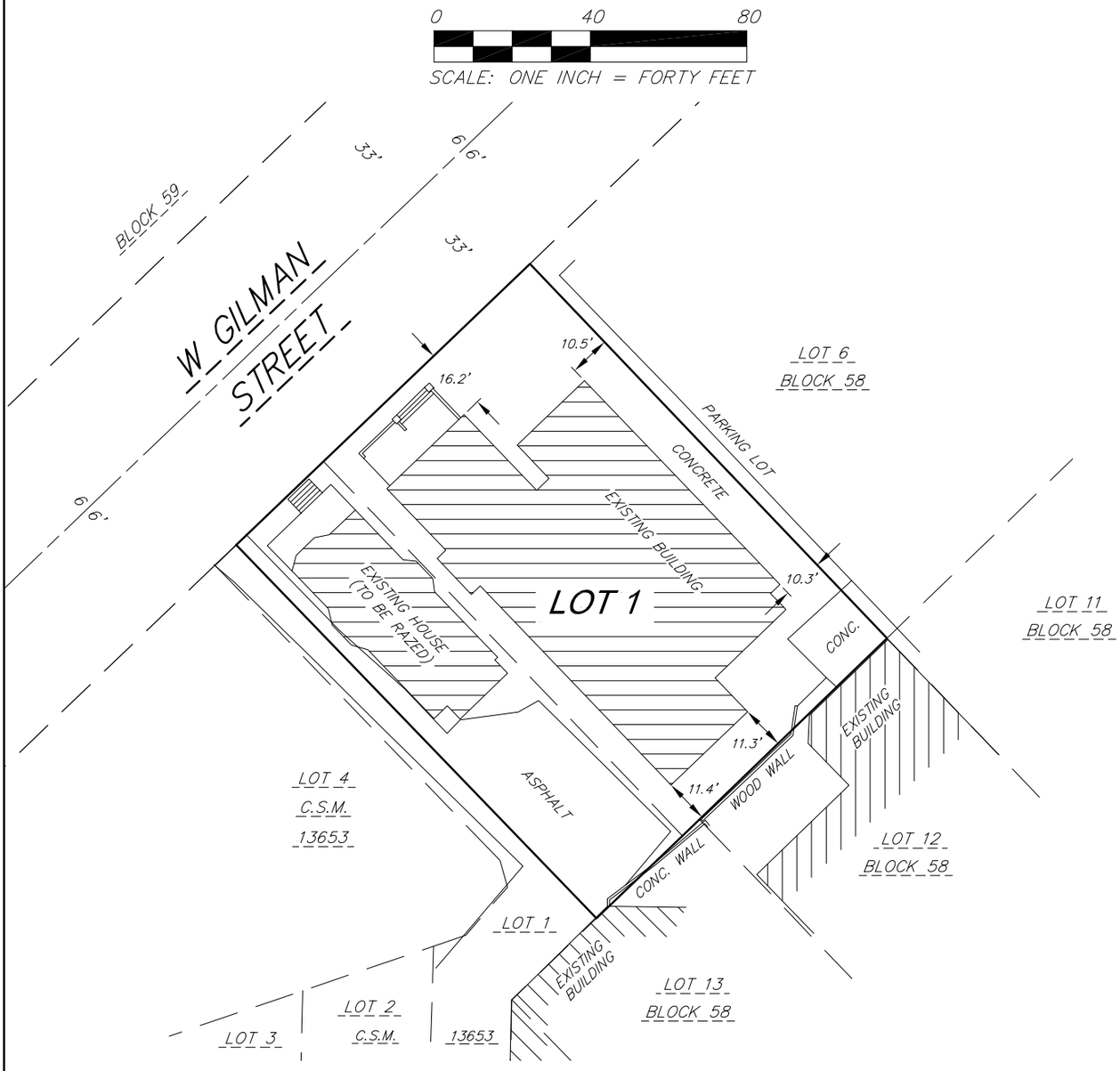
SURVEYED FOR:
Assemblage Architects
7433 Elmwood Avenue
Middleton, WI 53562

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

SHEET 1 OF 5

CERTIFIED SURVEY MAP No._____

PART OF LOT 4, BLOCK 58, ORIGINAL PLAT OF MADISON AS RECORDED IN VOL. A OF PLATS, ON PAGE 3, AS DOCUMENT No. 102 AND ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14485 AS RECORDED IN VOL. 99 OF CERTIFIED SURVEY MAPS, ON PAGES 291–295, AS DOCUMENT No. 5317131, DANE COUNTY REGISTRY AND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN





EXISTING SITE DETAILS

17 Aug 2025 - 9:22p M:\Assemblage Architects\230228_Chabad House\CADD\230228_CSM.dwg by: mzie

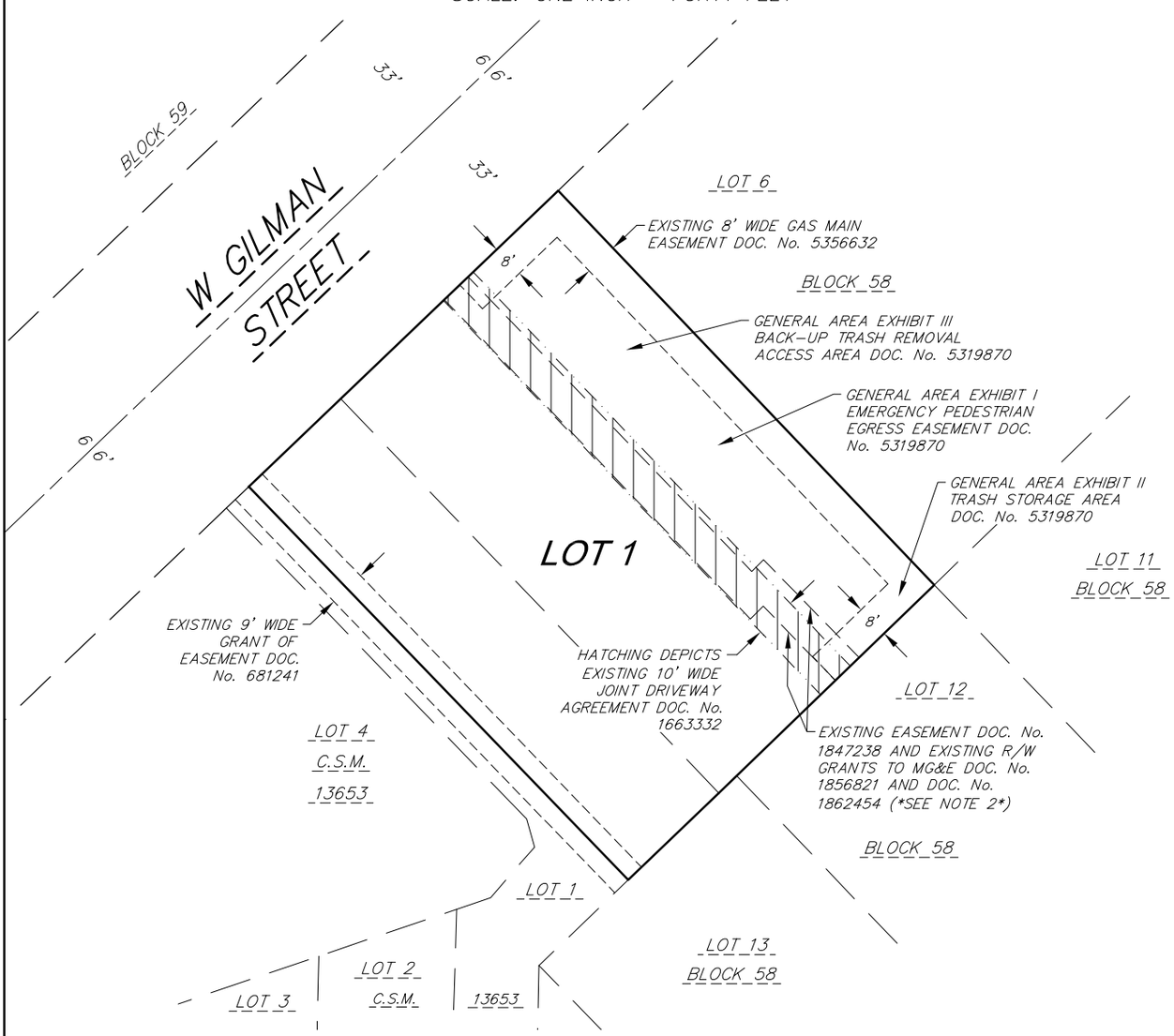
vierbicher planners | engineers | advisors	FN: 230228 DATE: 08/18/2025 REV: Drafted By: MZIE Checked By: DPER	SURVEYED FOR: Assemblage Architects 7433 Elmwood Avenue Middleton, WI 53562	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 2 OF 5

CERTIFIED SURVEY MAP No._____

PART OF LOT 4, BLOCK 58, ORIGINAL PLAT OF MADISON AS RECORDED IN VOL. A OF PLATS, ON PAGE 3, AS DOCUMENT No. 102 AND ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14485 AS RECORDED IN VOL. 99 OF CERTIFIED SURVEY MAPS, ON PAGES 291–295, AS DOCUMENT No. 5317131, DANE COUNTY REGISTRY AND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

0 40 80

SCALE: ONE INCH = FORTY FEET



N

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GENERAL NOTES:

1. Existing Easement Document Number 1847238 is a permanent, non-exclusive easement for emergency vehicular and pedestrian egress from this C.S.M. to the southeast.
2. Existing Right-of-Way Grants for Gas Main to Madison Gas and Electric Company recorded as Document Number 1856821 and Document Number 1862454 are described and overlay existing easement shown hereon as Document Number 1847238 and therefore are not depicted.
3. This C.S.M. is subject to Memorandum of Lease, Option, and Right of First Refusal per Document Number 3158415.

EASEMENTS DETAILS

17 Aug 2025 - 9:22p M:\Assemblage Architects\230228_Chabad House\CADD\230228_CSM.dwg by: mzie

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planners | engineers | advisors

FN: 230228 DATE: 08/18/2025 REV: Drafted By: MZIE Checked By: DPER	SURVEYED FOR: Assemblage Architects 7433 Elmwood Avenue Middleton, WI 53562	C.S.M. No._____ Doc. No._____ Vol._____ Page_____

SHEET 3 OF 5

CERTIFIED SURVEY MAP No._____

PART OF LOT 4, BLOCK 58, ORIGINAL PLAT OF MADISON AS RECORDED IN VOL. A OF PLATS, ON PAGE 3, AS DOCUMENT No. 102 AND ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14485 AS RECORDED IN VOL. 99 OF CERTIFIED SURVEY MAPS, ON PAGES 291–295, AS DOCUMENT No. 5317131, DANE COUNTY REGISTRY AND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Rohr Chabad at the University of Wisconsin, Inc., a Wisconsin Corporation f/k/a Chabad at the University of Wisconsin, Inc., as owner(s), we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey map is required by S236.34 to be submitted to the City of Madison for approval. Witness the hand and seal of said owner this _____ day of _____, 20____.

Rohr Chabad at the University of Wisconsin, Inc.

By: _____
Authorized Signatory

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20____, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

My Commission expires: _____

CONSENT OF MORTGAGEE

Monona Bank, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said Monona Bank, has caused these presents to be signed by _____ its _____, at _____, Wisconsin, on this _____ day of _____, 20____.

Monona Bank

By: _____
Name:

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20____, _____, of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

_____
Notary Public, State of Wisconsin

My Commission expires: _____

17 Aug 2025 - 7:22p M:\Assemblage Architects\230228_Chabad House\CADD\230228_CSM.dwg by: mzie

vierbicher
planners | engineers | advisors

FN: 230228 DATE: 08/18/2025 REV: Drafted By: MZIE Checked By: DPER	SURVEYED FOR: Assemblage Architects 7433 Elmwood Avenue Middleton, WI 53562	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 4 OF 5

CERTIFIED SURVEY MAP No._____

PART OF LOT 4, BLOCK 58, ORIGINAL PLAT OF MADISON AS RECORDED IN VOL. A OF PLATS, ON PAGE 3, AS DOCUMENT No. 102 AND ALL OF LOT 1, CERTIFIED SURVEY MAP NUMBER 14485 AS RECORDED IN VOL. 99 OF CERTIFIED SURVEY MAPS, ON PAGES 291–295, AS DOCUMENT No. 5317131, DANE COUNTY REGISTRY AND LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 14, T07N, R09E, CITY OF MADISON, DANE COUNTY, WISCONSIN

CITY OF MADISON COMMON COUNCIL CERTIFICATE

Resolved that the certified survey map located in the City of Madison was hereby approved by Enactment Number _____, File ID Number _____, adopted on the _____ day of _____, 20_____, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said certified survey map to the City of Madison for public use.

Dated this _____ day of _____, 20_____.

_____
Michael Haas, Acting City Clerk, City of Madison

CITY OF MADISON PLAN COMMISSION CERTIFICATE

Approved for recording per the Secretary of the City of Madison Plan Commission.

By: _____ Date: _____
Matthew Wachter,
Secretary of the Plan Commission

LEGAL DESCRIPTION

Part of Lot 4, Block 58, Original Plat of Madison as recorded in Volume A of Plats, on Page 3, as Document Number 102 and all of Lot 1, Certified Survey Map Number 14485 as recorded in Volume 99 of Certified Survey Maps, on Pages 291–295, as Document Number 5317131, Dane County Registry and located in the Southwest Quarter of the Southeast Quarter of Section 14, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin.

Said description contains 13,726 square feet or 0.315 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Michael J. Ziehr, Professional Land Surveyor, S–2401, do hereby certify to the best of my knowledge and belief, that I have surveyed, divided and mapped the lands described herein and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A–E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Madison in surveying, dividing and mapping the same.

Vierbicher Associates, Inc.
By: Michael J. Ziehr

Date: AUGUST 18, 2025

Signed: _____
Michael J. Ziehr, P.L.S. S–2401

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20_____, at _____ o'clock _____.m. and recorded in Volume _____ of Certified Survey Maps on pages _____, as Doc. No. _____.

_____
Kristi Chlebowski,
Dane County Register of Deeds

17 Aug 2025 - 7:23p M:\Assemblage Architects\230228_Chabad House\CADD\230228_CSM.dwg by: mzie

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planners | engineers | advisors

FN: 230228 DATE: 08/18/2025 REV: Drafted By: MZIE Checked By: DPER	SURVEYED FOR: Assemblage Architects 7433 Elmwood Avenue Middleton, WI 53562	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 5 OF 5

City of Madison

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

Master

File Number: 89778

File ID:	89778	**File Type:**	Resolution	**Status:**	Report of Officer
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	08/29/2025
File Name:	CSM - Capitol Lake Campus			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by Capitol Lakes, Inc. located at 333-345 W Main Street, 110 S Henry Street, and 334 W Doty Street (District 4).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	08/29/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Common Council (10/7/25)						
1	COMMON COUNCIL	09/16/2025	Refer to a future Meeting to Adopt	COMMON COUNCIL			
	Action Text: This Resolution was Referred to a future Meeting to Adopt to the COMMON COUNCIL						
	Notes: Adopt 10/7/25						
1	Department of Planning and Community and Economic Development	10/02/2025	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				
	Action Text: This Resolution was RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER						
	Notes: The proposed Certified Survey Map will be administratively approved as allowed by MGO Section 16.23(4)(f) subject to the conditions to be satisfied prior to final approval and recording. Staff recommends adoption of the resolution. [The letter with conditions will be available prior to action by the Common Council.]						

Text of Legislative File 89778

Fiscal Note

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

Title
Approving a Certified Survey Map of property owned by Capitol Lakes, Inc. located at 333-345 W Main Street, 110 S Henry Street, and 334 W Doty Street (District 4).

Body
WHEREAS a Certified Survey Map of property owned by Capitol Lakes, Inc. located at 333-345 W Main Street, 110 S Henry Street, and 334 W Doty Street, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

SUBDIVISION APPLICATION

** Please read both pages of the application completely and fill in all required fields **

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

8/25/25 8:46 a.m.

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Capitol Lakes — Representative, if any: Tim Conroy
Street address: 333 W Main Street — City/State/Zip: Madison, WI 53703
Telephone: 608-283-2156 — Email: [redacted]

Firm Preparing Survey: Burse Surveying and Engineering Inc. — Contact: Michelle Burse
Street address: 2801 International Ln, Suite 101 — City/State/Zip: Madison WI 53704
Telephone: 608-250-9263 — Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 345 W. Main St., 334 W. Doty St., 110 S. Henry St., 333 W. Main St.
Tax Parcel Number(s): 0709-231-2118-4, 0709-231-2128-3, 0709-231-2101-9, 0709-231-2116-8
Zoning District(s) of Proposed Lots: PD — School District: Madison Metro

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____
Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	1		3.5644
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	1		3.5644

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

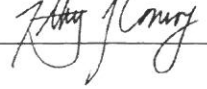
☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Tim Conroy Signature: 

Date: 8/18/25 Interest In Property On This Date: Owner Rep

Letter of Intent

Please consider this our formal Letter of Intent for the land use application/design review and to pursue an Amendment to the General Development Plan and Specific Implementation Plan which was previously approved May 24th, 1995.

Project Name:

Capitol Lakes Retirement Community

Parcel Location:

345 West Main Street (345 Address number will be retired with the demolition of 345 West Main streets current building on the property and it will become, 351 W Main St.)

Madison, WI

Contacts:

Applicant/Architect

Ankrom Moisan Architects., Inc.
38 NW Davis Street
Portland. Oregon 97209
Jason Erdahl
503.245.7100
jasone@ankrommoisan.com

Civil/Landscape Engineer

Professional Engineering
818 N. Meadowbrook Lane
Waunakee, WI 53597
Roxanne Johnson, P.E.
608-849-9378
RJohnson@pe-wi.com

Landowner/Building Occupant

Capitol Lakes Retirement
333 West Main Street, Madison, WI 53703
Tim Conroy
608-283-2156
tconroy@retirment.org

Traffic

TADI
Cedarburg, WI 53012
John A. Bieberitz, PE, PTOE
262-377-1845
jbieberitz@tadi-us.com

Contractor

McGann Construction
3622 Lexington Ave, Madison, WI 53714
608-241-5585

Capitol Lakes Retirement Community functions as a comprehensive campus consisting of four buildings, serving residents in independent living, assisted living, and skilled nursing. The proposed project involves the demolition of the existing assisted living building at 345 West Main Street, which currently houses 44

units. This will be replaced by a new 133,535 sq. ft. independent living facility featuring 49 units, thus expanding the campus. Current residents in the existing assisted living facility will be relocated to a newly renovated floor in the existing skilled nursing facility to the north that is slated for renovation.

The new independent living building will be connected to the Maingate building on West Main Street via a third-floor skybridge, providing seamless access for residents to the entire campus. The project will also include the construction of an underground parking garage with 58 total parking stalls, replacing the existing five surface parking spaces. The Capitol Lakes block is comprised of 18 parcels, with the new building being developed across five parcels totaling 53,558 sq. ft., while also extending across a sixth parcel.

Our project is in the Downtown Core neighborhood, adjacent to the Bassett Neighborhood with a design intended to seamlessly transition between these two distinct areas. The proposed exterior of the building will feature a combination of materials, including brick on the first floor, two stories of plank siding, and stucco on the fourth floor. The four-story structure will feature a rooftop deck with ground-floor units along Broom Street, designed to evoke the character of a residential brownstone, fostering a natural connection to the street and enhancing the neighborhood's architectural cohesion.

Our plan is to begin the construction phase in the last quarter of 2025 with completion first quarter of 2027. We are currently interviewing multiple local contractors to work with our team during design and through construction. During any construction that interferes with the sidewalk, a temporary sidewalk would be erected. Trees along broom and any remaining trees along Main and Doty streets will be protected and maintained per the arborist report and tree plan.

Site:

The Capitol Lakes development is a total of 3.63 acres (158,186sf).

Parcel A, Lots 1 through 18 (Block 50) are 3.63 acres (158,186 sf). As part of this project the property boundaries of Lots 1 through 18 will be revised via Certified Survey Map (CSM) to combine all the lots within the block (1-18) into one lot.

- Lots 1 through 18 PD lines within the site will be omitted and property will become one lot.
- Currently all of the existing buildings listed are connected by walkways.

Current lot information prior to CSM work:

- Lots 12 through 16 and 4 through 7, Capitol Lakes Health Center along 334 W Doty Street, 53703. Parcel Area total of 33,000 SF.
- Lots 10 through 12 and 7 through 9, Capitol Lakes Heights along 110 South Henry Street, 53703.
- Lots 1/2 and 17/18, Capitol Lakes Terraces along 345 W Main Street.
- Lots 3 through 7, Capitol Lakes Maingate along 333 West Main Street, Madison.

Existing Buildings on Campus (Block 50):

Health Center is a 39 bed Skilled Nursing currently attached to the Terraces building 44 feet to the west. This health center will be remodeled to serve as an assisted living facility on the third floor to replace the Terraces assisted living units. It is in conformance with the PUD-G.D.P. on file with your department. This property currently is restricted to one ownership and management. The ground coverage of this project is 29,164 sq ft. Setbacks are as follows: Doty Street – 0 ft.; Main Street – 122 ft.; Broom Street – 206 ft. The building is 44 feet in height as measured from the main entry level. There are 26 parking spaces provided within the building outline. The health center is attached to the Terraces building by an enclosed corridor.

Maingate is an independent facility at 333 W Main Steet, which houses 52 units and 59 underground parking stalls. Maingate functions as the entrance into the campus for the public and that will remain the case after construction of the proposed building. This is also where residents of the Maingate and Heights buildings can enjoy the dining rooms, coffee/gift shop, library, aquatics, fitness and common rooms for social activities.

Heights is a 14 Story Tower along S Henry Street that is entered through an entrance plaza, which houses 216 independent living units and 27 parking stalls. Heights includes a dining room with kitchen, lounge, salon services and laundry.

Terraces existing assisted living building at 345 West Main Street, which currently houses 44 units. This will be replaced by a new 133,535 sq. ft. independent living facility featuring 49 units, thus expanding the campus. Current residents in the existing assisted living facility will be relocated into the existing skilled nursing facility to the north that will soon be under renovation to become an assisted living facility.

Comprehensive Plan:

The City of Madison Comprehensive Plan designates this site as a planned development. The Block is made up of 4 existing planned developments but is within the Downtown Core Zone. Our plan is to do an amendment for the planned development and CSM to omit any property lines within the block.

Existing Zoning:

The new proposed building is part of a planned development but is within the Downtown Core District.

To remain consistent with the requirements of the Downtown Core zoning code, the building will meet the following criteria:

Downtown Core District – 28.074

1) Statement of purpose

The DC District is established to recognize the Capitol Square, the State Street corridor, and surrounding properties as the center of governmental, office, educational, cultural, specialty retail and recreational activities for the City and the region. Residential uses are appropriate in some locations or in combination with other uses. This district is intended to allow intensive development with high-quality architecture and urban design.

6) Site Standards: New and Existing Development

a) New parking shall be located in parking structures. Surface parking lots are prohibited.

Downtown District – 28.071

3) Design Standards

c) Façade Articulation. The facades of new buildings more than forty (40) feet in width shall be divided into smaller vertical intervals through techniques including but not limited to the following:

1. Facade modulation, step backs, or extending forward of a portion of the facade.
2. Vertical divisions using different textures, materials, or colors of materials.
3. Variation in roof lines to reinforce the modulation or vertical intervals.

4. Arcades, awnings, window bays, arched windows, and balconies to reinforce the vertical intervals.

d) Story Heights and Treatments

1. For all buildings, the minimum ground story height is twelve (12) feet, measured from the sidewalk to the second story floor.
2. For ground-story residential uses, landscaping, steps, porches, grade changes, and low ornamental fences or walls or similar treatments shall be located between the sidewalk and the front door to create a private yard area.

e) Doors and Window Openings

1. For street-facing facades with ground story non-residential uses, the ground story door and window openings shall comprise a minimum of fifty percent (50%) of the facade area.
2. For street-facing facades with ground story residential uses, ground story openings shall comprise a minimum of fifteen percent (15%) of the facade area.
3. For all buildings, upper story openings shall comprise a minimum of fifteen percent (15%) of the facade area per story.
4. Garage doors and opaque service doors shall not count toward the above requirements.
5. Glass on all windows and doors shall be clear or slightly tinted, allowing views into and out of the interior. Spandrel glass may be used on service areas on the building.

f) Building Materials

1. Buildings shall be constructed of durable, high-quality materials. Table 28 E-1 below lists allowable building materials.
2. All building facades visible from a public street or public walkway shall use materials and design features similar to or complementary to those of the front facade. See Table 28-1.

g) Equipment and Service Area Screening

1. Outdoor loading areas or mechanical equipment are not permitted in the front yard. When visible from an abutting public street or walkway, they shall be screened by a decorative fence, wall, or screen of plant material.
2. Fences and walls shall be architecturally compatible with the principal structure.

h) Screening of Roof Top Equipment

1. All rooftop equipment, with the exception of solar and wind equipment, shall be screened from view from adjacent streets and public rights-of-way. Rooftop equipment shall be screened from view from adjacent buildings to the extent possible.

2. The equipment shall be within an enclosure. This structure shall be set back a distance of one and one-half (1½) times its height from any primary facade fronting a public street. Screens shall be of durable, permanent materials (not including wood) that are compatible with the primary building materials. (Am. by ORD-15-00104, 10-15-15)

Zoning designations of adjacent parcels are as follow for 345 W Main Street:

North: PD

South: DR2

West: PD, Urban Mixed-Use (UMX)

East: PD; Downtown Residential 2 (DR2)

Sustainability:

The building is providing a green roof off the third floor (Over the second floor) in the NE corner of the building for storm management that is 1,363.9 sq ft. Please see landscape plans for more details on the green roof layouts and planting types.

Signage:

The building address will be provided at the end of the residential entrance canopy off of Main Street and a sign at the residential entrance door with the name of the wing, Bassett Place. The main campus sign is located at the public entrance to the new building, which is Maingate building on 333 W Main Street as that is the campus entrance for the site.

Schedule:

Beginning the construction phase last quarter of 2025 with completion first quarter of 2027. We are currently interviewing multiple local contractors to work with our team during design and through construction.

Transportation:

Bike:

The Capitol Lakes independent living project will include stalls for 5 Secured shared fleet Bicycles for resident/employee use, 47 secured resident bike storage and 5 exterior short term bikes stalls along the building resident entrance on Main Street. A bicycle maintenance station for on-site employees, tenants, residents and visitors. Tools and supplies will include a bicycle pump, wrenches, a chain tool, tire levers, hex keys/Alen wrenches, torx keys, screwdrivers, and spoke wrenches. The existing bike path on the west side of the development will remain and be maintained throughout construction.

Transit:

Bus stop on Broom Street will be maintained and provided with a new concrete pad/shelter. The current bus stops blue bench will be salvaged to be used somewhere else on site. 49 Metro Fast cards will be provided to residents as an incentive to take public transit. Commute cards will be provided to the employees.

Deliveries:

Mailboxes and a secure area for USPS, UPS, Fedex, and or Amazon deliveries will be provided in the resident lobby of Basset place of Main street..

Traffic Study:

A traffic impact analysis has been completed by TADI and was submitted to the City of Madison with this submission. The site requires 15 TDM points and we are providing 16 points, please see TDM attached.

Operations:

Capitol Lakes has been serving older adults from Madison and beyond since its founding in 1975 by Methodist Retirement Services. We are a not-for-profit 501(c)(3) organization operating as a Life Plan Community. Residents commonly move into an apartment and can transition to assisted living or skilled nursing if needed. Capitol Lakes is open 24/7 and provides its own maintenance, housekeeping and property management services. The proposed facility will employ a staff of three individuals, with operating hours from 7 a.m. to 5 p.m. Monday through Saturday, and limited staff on Sundays. The existing staff supporting the Terraces assisted living building will be reutilized for the new addition and for support in the skilled nursing building.

The Specific Implementation Plan

Project Name:

Capitol Lakes Retirement Community

Parcel Location:

345 West Main Street (345 Address number will be retired with the demo of 345 West Main streets current building on site and it will become, 351 W Main St.)

Madison, WI

Legal Description:

333 West Main	Site Parcel Number 60-0709-231-2116-8
345 W. Main Street	Original plat, SW ½ of Lot 2, Block 50;
	Site Parcel Number 60-0709-231-2118-4
334 West Doty Street	Site Parcel 60-0709-231-2128-3
110 S. Henry Street	Site Parcel Number 60-0709-231-2101-9

Description Furnished:

Parcel A:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16 ,17 and 18, Block 50, Madison, according to the recorded plat thereof, in the City of Madison, County of Dane, State of Wisconsin.

Metes and Bound Description:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 11, 12, 13, 14, 15, 16 ,17 and 18, Block 50, Madison, according to the recorded plat thereof, in the City of Madison, County of Dane, State of Wisconsin, more particularly described as follow; Beginning at the southwest corner of said Lot 18, also being the northwest right of way of West Doty Street, also being the northwest right of way South Broom Street; thence North 43 degrees 48 minutes 44 seconds West along said northeast right of way, 265.42 feet to the southwest right of way West Main Street; thence North 45 degrees 57 minutes 50 seconds East along said southeast right of way, 596.22 feet to the southwest right of way of South Henry Street; thence South 48 degrees 48 minutes 39 second East along said southwest right of way, 265.22 feet to the aforementioned northwest right of way; thence South 45 degrees 56 minutes 40 seconds West along said northwest right of way, 596.21 feet to the point of beginning.

All of the buildings on Block 50 are located in the following lots:

- Lots 1 through 18 PD lines within the site will be omitted and property will become one lot.
- Lots 12 through 16 and 4 through 7, Capitol Lakes Health Center along 334 W Doty Street, 53703.
- Lots 10 through 12 and 7 through 9, Capitol Lakes Heights along 110 South Henry Street, 53703.
- Lots 1/2 and 15 through 18, Capitol Lakes Terraces along 345 W Main Street.

- Lots 3 through 7, Capitol Lakes Maingate along 333 West Main Street, Madison.

Development Description:

Capitol Lakes Retirement Community functions as a comprehensive campus consisting of four buildings, serving residents in independent living, assisted living, and skilled nursing.

Health Center is a 39bed Skilled Nursing currently attached to the Terraces building 44 feet to the west. This health center is being remodeled to be an assisted living facility on the third floor to replace the Terraces building units. It is in conformance with the PUD-G.D.P. on file with your department. This property currently is restricted to one ownership and management. The ground coverage of this project is 29,164 sq ft. Setbacks are as follows: Doty Street – 0 ft.; Main Street – 122 ft.; Broom Street – 206 ft. The building is 44 feet in height as measured from the main entry level. There are 26 parking spaces provided within the building outline. The health center is attached to the Terraces building by an enclosed corridor.

Maingate is an independent facility at 333 W Main Steet, which houses 52 units and 59 underground parking stalls. Maingate functions as the entrance into the campus for the public and that will remain the case after construction of the proposed building. This is also where residents of the Maingate and Heights buildings can enjoy the dining rooms, a coffee/gift shop, library, aquatics, fitness and common rooms for social activities.

Heights is a 14 Story Tower along S Henry Street that is entered through an entrance plaza, which houses 216 independent living units and 27 parking stalls. Heights includes a dining room with kitchen, lounge, salon services and laundry.

The proposed project involves the demolition of the existing Terraces assisted living building at 345 West Main Street, which currently houses 44 units. This will be replaced by a new 133,535 sq. ft. independent living facility featuring 49 units, thus expanding the campus. Current residents in the existing assisted living facility will be relocated into the existing skilled nursing facility to the north that is currently under renovation to become an assisted living facility.

The new independent living building will be connected to the Maingate building on West Main Street via a third-floor skybridge, providing seamless access for residents to the entire campus. The project will also include the construction of an underground parking garage with 58 parking stalls, replacing the existing five surface parking spaces.

Zoning Text *Applicant must submit 3 copies including the following*:

Height of proposed building(s)

Bulk of proposed building(s)

Signs

Lot width

Lot Area

Density

Family Definitions

Yards

Parking limitations & requirements

The building on 345 West Main Street is an existing assisted living building, which currently houses 44 units. This building will be demolished to make room for the proposed building and the address associated with it will be retired. The new building will receive the address 351 W. Main Street.

The new building at 351 W. Main Street will remain at the current allowed zoning height of stories and 60 feet. The building steps down with the slope of the site and was left at four stories to maintain views for Maingate and the Heights buildings on campus.

Our project is in the Downtown Core neighborhood, adjacent to the Bassett Neighborhood with a design intended to serve as a transition between these two distinct areas. The proposed exterior of the building will feature a combination of materials, including brick on the first floor, two stories of plank siding, and stucco on the fourth floor. The four-story structure will include a rooftop deck and ground-floor units along Broom Street, designed to evoke the character of a residential brownstone, fostering a seamless connection to the street and enhancing the neighborhood's architectural cohesion.

The building address will be provided at the end of the residential entrance canopy off of Main Street and a sign at the residential entrance door with the name of the wing, Bassett Place. The main campus sign is located at the public entrance to the new building, which is Maingate building on 333 W Main Street as that is the campus entrance for the site.

Lighting will be in conformance with the city of Madison standards for street and safety lighting. An appropriate standard for the Main street pedestrian corridor will be established to reflect the pedestrian orientation of the street. A standard for potential historic era lighting will be established for Broom, Doty and Henry streets to reflect the historic origins of the plat pattern, architecture and relationship to the capitol. All lighting will meet city of Madison standards for height, luminaire, cutoff, intensity, and patterns. Campus and landscape accent lighting will be submitted with the final electrical plans.

Lot width is not applicable. Capitol Lakes retirement community comprises all 18 lots and all of Block 50 will do a CSM to create one parcel/lot. Block 50 is 166,154 sf.

The site recognizes a thirty-foot required setback along Broom Street for potential expansion of the right-of-way from 66 feet to 96 feet from the Broom Street Widening Project which is in recommendation of the Bassett Neighborhood Plan. The Bassett Neighborhood Plan recommends that the city pursue the Broom Street Widening Project and conversion to two-way traffic to remove through traffic from Bassett Street and the interior of the Bassett Neighborhood. The neighborhood plan envisions Broom Street right-of-way expanding from 66 feet to 96 feet to all for a divided street with a median wide enough to accommodate the construction of left-turn lanes at intersections. Four lanes are also included in the cross section. This expansion in not currently anticipated by the city but the recognition of this thirty-foot setback at this time is appropriate and in the interest of the public welfare and the recommendations of the Bassett Neighborhood Plan. Several developments along Broom Street have recognized this setback and dedicated for the city future use.

All maintenance and upgrades to the entire site will be responsibility of Capitol Lakes retirement community. Please see operating plan attached for the operational structure, use, maintenance and continued protection of the development and any of its common services, common open areas, or other facilities.

The new building at 351 W Main Street will be a new 133,535 sq. ft. independent living facility featuring 49 units, thus expanding the campus. The site of the new proposed building is 53,558 square feet. The new independent living building will be connected to the Maingate building on West Main Street via a third-floor skybridge, providing seamless access for residents to the entire campus. The floor breakdown is below, which results in a floor area ratio of 2,725 SF/Unit.

Parking 32,494 SF

Lower Floor 24,409 SF

First Floor 24,068 SF

Second Floor 23,908 SF

Third Floor 24,066 SF

Roof Deck 4,589 SF

Private yards will be provided for some residents and the remaining courtyard will be integrated into existing courtyard between Maingate and the Health Center. Courtyards will be secured and dedicated to the residents and are shown on the site plan. Upper and lower courtyards will be connected by staircase and both will be connected to the public right of way. Courtyards are provided with walking paths and will have a retaining wall with greenery and trailing plants to grown down/up walls to provide lush green space for the residents. Two green roofs will be provided on the building and the residential entrance into the building. Given the nature of the courtyard for the new building being shared by the parking structure roof it will also be a green roof with paths.

Property includes an existing bus stop with bench and concrete pad along Broom Street. Plans include salvage of the existing bench for reuse on the site and an addition of a new concrete pad with accessible bus shelter. 5 Secured shared fleet Bicycles for resident/employee use, 47 secured resident bike storage, and 5 exterior short term bikes stalls along the building resident entrance on Main Street will be provided. A bicycle maintenance station for on-site employees, tenants, residents and visitors. Tools and supplies will include a bicycle pump, wrenches, a chain tool, tire levers, hex keys/Alen wrenches, torx keys, screwdrivers, and spoke wrenches. The existing bike path on the west side of the development will remain and be maintained throughout construction.

The project will also include the construction of an underground parking garage with 58 parking stalls, replacing the existing five surface parking spaces. Parking will be a ratio of 1.22 which will provide extra parking for employees and visitors of the building. Two accessible stalls will be provided with one being designated as a VAN parking stall. Electric vehicle parking to be provided for resident use.

Proposed Zoning Text

General Provisions

1) Statement of purpose
   The DC District is established to recognize the Capitol Square, the State Street corridor, and surrounding properties as the center of governmental, office, educational, cultural, specialty retail and recreational activities for the City and the region. Residential uses are appropriate in some locations or in combination with other uses. This district is intended to allow intensive development with high-quality architecture and urban design.
2) Height and Setback requirements
   a) Building height within the downtown, as defined by the height map, Table 28E-3 establishes an 8 story height limit within and against the site. We propose to allow 8 story for the entirety of Block 50, with a max of 116 feet.
   b) Buildings must meet both the maximum number of stories in the Downtown Height Map and the maximum height in Table 28E-3. In the CV area in the Downtown Height Map, the maximum height shall be the Capitol View Preservation Limit.

Minimum front yard Setback	Nonresidential or mixed-use buildings: 0′ or 5′ (Nee note a. below) 0′ if the distance between the curb and property line is equal to or greater than 15′ or shown on the Setback Exceptions Map. A no-build easement may be used to achieve the 15′ distance. 5′ if the distance between the curb and property line is less than 15′. See (a) below and Downtown Setback Map and Setback Exceptions Map.
Maximum front yard setback	10 feet
Side yard setback	0′ or 5′ 0′ if the distance between the curb and property line is equal to or greater than 15′ or shown on the Setback Exceptions Map. A no-build easement may be used to achieve the 15′ distance. 5′ if the distance between the curb and property line is less than 15′. See (a) below and Downtown Setback Map and Setback Exceptions Map
Rear yard setback	10 Feet (See (a) below)
Maximum lot coverage	90%
Maximum height	8 Stories
Minimum Height	2 Stories

a. Thirty foot required setback along Broom Street for potential expansion of the right-of-way from 66 feet to 96 feet from the Broom Street Widening Project which is in recommendation of the Bassett Neighborhood Plan.

3) Design Standards.
   a) Façade Articulation. The facades of new buildings more than forty (40) feet in width shall be divided into smaller vertical intervals through techniques including but not limited to the following:
      5. Facade modulation, step backs, or extending forward of a portion of the facade.
      6. Vertical divisions using different textures, materials, or colors of materials.
      7. Variation in roof lines to reinforce the modulation or vertical intervals.
      8. Arcades, awnings, window bays, arched windows, and balconies to reinforce the vertical intervals.
   b) Story Heights and Treatments
      3. For all buildings, the minimum ground story height is twelve (12) feet, measured from the sidewalk to the second story floor.
      4. For ground-story residential uses, landscaping, steps, porches, grade changes, and low ornamental fences or walls or similar treatments shall be located between the sidewalk and the front door to create a private yard area.
   c) Doors and Window Openings.
      6. For street-facing facades with ground story non-residential uses, the ground story door and window openings shall comprise a minimum of fifty percent (50%) of the facade area.
      7. For street-facing facades with ground story residential uses, ground story openings shall comprise a minimum of fifteen percent (15%) of the facade area.
      8. For all buildings, upper story openings shall comprise a minimum of fifteen percent (15%) of the facade area per story.
      9. Garage doors and opaque service doors shall not count toward the above requirements.
      10. Glass on all windows and doors shall be clear or slightly tinted, allowing views into and out of the interior. Spandrel glass may be used on service areas on the building.
   d) Building Materials.
      3. Buildings shall be constructed of durable, high-quality materials. Table 28 E-1 below lists allowable building materials.
      4. All building facades visible from a public street or public walkway shall use materials and design features similar to or complementary to those of the front facade. See Table 28-1.
   e) Equipment and Service Area Screening.
      3. Outdoor loading areas or mechanical equipment are not permitted in the front yard. When visible from an abutting public street or walkway, they shall be screened by a decorative fence, wall, or screen of plant material.
      4. Fences and walls shall be architecturally compatible with the principal structure.
   f) Screening of Roof Top Equipment.
      3. All rooftop equipment, with the exception of solar and wind equipment, shall be screened from view from adjacent streets and public rights-of-way. Rooftop equipment shall be screened from view from adjacent buildings to the extent possible.

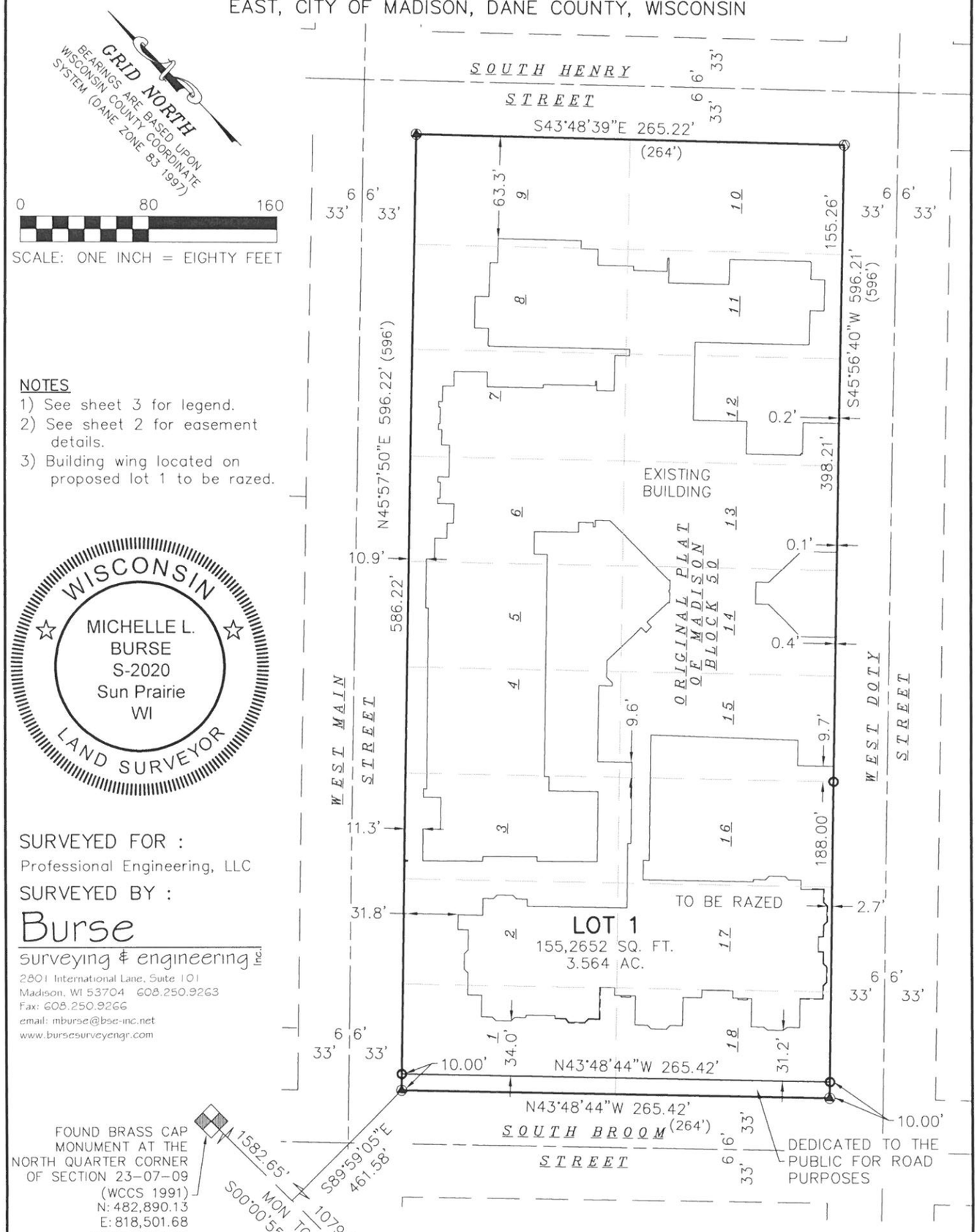
4. The equipment shall be within an enclosure. This structure shall be set back a distance of one and one-half (1½) times its height from any primary facade fronting a public street. Screens shall be of durable, permanent materials (not including wood) that are compatible with the primary building materials. (Am. by ORD-15-00104, 10-15-15)

g) Site Standard: New and Existing Development.

a) Parking shall be located in parking structures. Surface parking lots are prohibited.

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



NOTES
1) See sheet 3 for legend.
2) See sheet 2 for easement details.
3) Building wing located on proposed lot 1 to be razed.

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :
Burse surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

FOUND BRASS CAP MONUMENT AT THE NORTH QUARTER CORNER OF SECTION 23-07-09 (WCCS 1991)
N: 482,890.13
E: 818,501.68
(N: 482,890.36
E: 818,501.68)

1582.65'
S89°59'05"E
461.58'
MON TO MON
S00°00'55"W 2662.50'
1079.85'

FOUND BRASS CAP MONUMENT AT THE CENTER OF SECTION 23-07-09 (WCCS 1991)
N: 480,227.66 E: 818,501.03

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 1
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

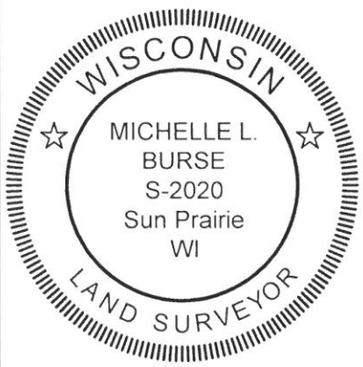
GRID NORTH

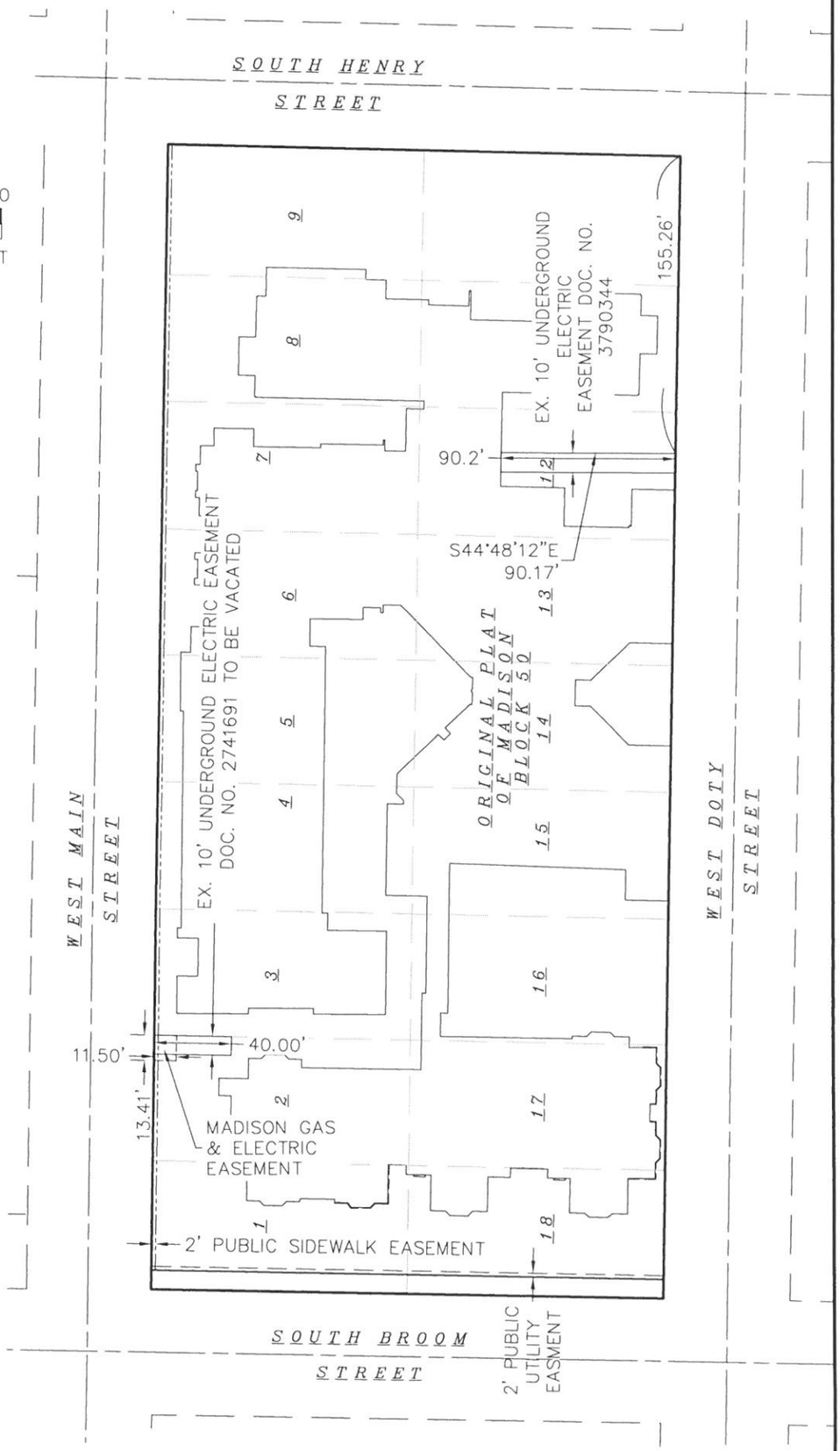
BEARINGS ARE BASED UPON WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE 83 1997)

0 80 160

SCALE: ONE INCH = EIGHTY FEET

EASEMENT DETAILS





SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 25, 2025
Plot View: CSM 2
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

1210

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

LEGEND

▲	MAG NAIL FOUND
⊙	NAIL IN DRILL HOLE FOUND
o	3/4" X 18" SOLID IRON RE–ROD SET, WT. 1.50 lbs./ft.
( )	INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor No. 2020, hereby certify that I have surveyed, divided, and mapped All of Lots 1–18, Block 50, Original Plat of Madison, as recorded in Volume A of Plats, on page 3, Dane County Registry, located in the Southeast and Northeast Quarters of the Northeast Quarter of Section 23, Township 07 North, Range 09 East, City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the North Quarter corner of said Section 23; thence South 00 degrees 00 minutes 55 seconds West along the west line of said Northeast Quarter, 1582.65 feet; thence South 89 degrees 59 minutes 05 seconds East, 461.58 feet to the Point of Beginning, also to the northeast right of way of South Broom Street, also to the southeast right of way of West Main Street; thence North 45 degrees 57 minutes 50 seconds East along said southeast right of way, 596.22 feet to the southwest right of way of South Henry Street; thence South 43 degrees 48 minutes 39 seconds East along said southwest right of way, 265.22 feet to the northwest right of way of West Doty Street; thence South 45 degrees 56 minutes 40 seconds West along said northwest right of way, 596.21 feet to the aforementioned northeast right of way; thence North 43 degrees 48 minutes 44 seconds West along said northeast right of way, 265.42 feet to the Point of Beginning, under the direction of Capitol Lakes, Inc., owner of said land. I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the lands surveyed, and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes, and the Land Division Ordinance of the City of Madison in surveying, dividing, and mapping the same.

Dated this ___ day of _____, 202_.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 3
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Capitol Lakes, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

Capitol Lakes, Inc. does further certify that this Certified Survey Map is required by S.236.34, Wisconsin Statutes and S.75.17(1)(a), Dane County Code of Ordinances to be submitted to the following for approval or objection:

City of Madison

IN WITNESS WHEREOF, the said Capitol Lakes, Inc. has caused these presents to be signed by _____, its President on this _____ day of _____, 202_.

Capitol Lakes, Inc.

By: _____
President

STATE OF WISCONSIN)
)ss
County of Dane)

Personally came before me this _____ day of _____, 202_, _____, President of the above named Company to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Company, and acknowledged that they executed the foregoing instrument as such officers and the deed of said corporation, by its authority.

Notary Public, Wisconsin_____

My commission expires _____

SURVEYED FOR :

Professional Engineering, LLC

SURVEYED BY :

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 4
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

CITY OF MADISON PLAN COMMISSION CERTIFICATE

Approved for recording by the secretary of the City of Madison Plan Commission.

Dated this _____ day of _____, 202_.

_____
Steven R. Cover, Secretary Plan Commission.



SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :

Burse
surveying & engineering Inc
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 5
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

CONSENT OF MORTGAGEE

Santander Bank, N.A., a banking association duly organized and existing under and by virtue of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedication of the land described on this Certified Survey Map, and does hereby consent to the above owner's certificate.

IN WITNESS WHEREOF, the said Santander Bank, N.A., has caused these presents to be signed by _____, its _____, at _____, Wisconsin, this _____ day of 20__.

_____
Authorized Representative

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this ___ day of _____, 20__, _____, its _____ of the above named banking association, and acknowledged that they executed the foregoing instrument as such officers as the deed of said banking association, by its authority.

Notary Public: _____

My commission expires/is permanent: _____

SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 6
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

CERTIFIED SURVEY MAP No. _____

LOTS 1–18, BLOCK 50, ORIGINAL PLAT OF MADISON, AS RECORDED IN VOLUME A OF PLATS, ON PAGE 3, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHEAST AND NORTHEAST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

CITY OF MADISON COMMON COUNCIL APPROVAL

Resolved that this Certified Survey Map located in the City of Madison was hereby approved by Enactment Number _____, File I.D. Number _____, adopted on the _____ day of _____, 202_, and that said Enactment further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Madison for public use.

Dated this ____ day of _____, 202_.

_____
Maribeth Witzel–Behl, City Clerk
City of Madison, Dane County, Wisconsin



SURVEYED FOR :
Professional Engineering, LLC

SURVEYED BY :
Burse
surveying & engineering Inc
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 24, 2025
Plot View: CSM 7
\BSE2578\2024\dwg\Survey\BSE2578CSMv20.dwg

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20____ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____

_____
Register of Deeds

City of Madison

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

Master

File Number: 90249

File ID:	90249	**File Type:**	Operating Budget	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	Clerk's Office
				File Created Date :	10/01/2025
File Name:				**Final Action:**	

Title: 2026 Executive Operating Budget

Notes:

Sponsors:

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	Clerk's Office	10/01/2025	Referred for Introduction				

Action Text: This Operating Budget was Referred for Introduction

Notes: Finance Committee (Public Hearings 10/13/25, 10/27/25, additional briefing with no public comment 10/14/25), Common Council (Public Hearings - 10/28/25, 11/11/25)

Text of Legislative File 90249

Title

2026 Executive Operating Budget

City of Madison

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

Master

File Number: 90169

File ID:	90169	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/29/2025
File Name:	Age Restrictions on Hemp-Derived Products			**Final Action:**	

Title: Creating Section 23.202 of the Madison General Ordinances related to Age Restrictions on Hemp-Derived THC Products.

Notes: 6985UnderageSalesHempDerived

Sponsors:	Yannette Figueroa Cole And Regina M. Vidaver	**Effective Date:**	
Attachments:	90169 Body	**Enactment Number:**	
Author:	Jennifer Zilavy/Michael Haas	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/29/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction
Notes: Board of Public Health Madison and Dane County (11/5/25), Economic Development Committee (10/15/25), Common Council (11/25/25)

Text of Legislative File 90169

Fiscal Note

Fiscal note pending

Title

Creating Section 23.202 of the Madison General Ordinances related to Age Restrictions on Hemp-Derived THC Products.

Body

DRAFTER'S ANALYSIS: The purpose of this ordinance is to restrict the sales of hemp-derived cannabinoid products to those under the age of 21. The State of Wisconsin adopted the hemp exemptions contained in the 2018 Federal Farm Bill, which contained loopholes allowing for an unregulated market in the sale of psychoactive substances. The state legislature has not taken action to close the loopholes related to the sale of psychoactive substances or to regulate their sale. The City of Madison has seen a proliferation of unregulated businesses selling a variety of these substances and finds it necessary to restrict their sales in order to safeguard those under the age of 21 from these unregulated intoxicating

products.

****

Please see Legistar File No. 90169 Body in Attachments.

Legistar File No. 90169 Body

DRAFTER'S ANALYSIS: The purpose of this ordinance is to restrict the sales of hemp-derived cannabinoid products to those under the age of 21. The State of Wisconsin adopted the hemp exemptions contained in the 2018 Federal Farm Bill, which contained loopholes allowing for an unregulated market in the sale of psychoactive substances. The state legislature has not taken action to close the loopholes related to the sale of psychoactive substances or to regulate their sale. The City of Madison has seen a proliferation of unregulated businesses selling a variety of these substances and finds it necessary to restrict their sales in order to safeguard those under the age of 21 from these unregulated intoxicating products.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Section 23.202 entitled "Age Restrictions on Hemp-Derived THC Products" of the Madison General Ordinances is created as follows:

"**23.202 AGE RESTRICTIONS ON HEMP-DERIVED THC PRODUCTS.**

(1) Definition. In this section, "hemp-derived cannabinoid" means either of the following:

(a) A cannabinoid other than delta-9 tetrahydrocannabinol (THC) or an isomer derived from such cannabinoid (delta-8 THC, delta-10 THC, hexahydrocannabinol (HHC), HHC-O, THCA, THC-O, THCP, THCV).

(b) A hemp-derived product containing delta-9 tetrahydrocannabinol in a concentration of 0.3 percent or less.

1. "Hemp-derived cannabinoid" shall not mean any non-intoxicating cannabinoids, including cannabidiol (CBD), which is an active ingredient in cannabis, but does not cause intoxication by itself, is not addictive, and does not contain other isomers as listed in paragraph 1(b).

(2) Age Restriction on the Sale of Hemp-Derived Cannabinoid; Prohibition.

(a) No person and no hemp-derived cannabinoid establishment, or any officer, associate, member, representative, agent, or employee of such establishment, may sell, deliver, or provide any hemp-derived cannabinoid product to any person under the age of twenty-one (21).

(b) No person and no hemp-derived cannabinoid establishment, or any officer, associate, member, representative, agent, or employee of such establishment, may deliver, or provide any hemp-derived cannabinoid product to a person without having first verified the purchaser's age with a valid federal, state, Tribal, or municipal issued photo identification.

(c) This age verification shall be performed by a person and shall not be automated.

(d) Sale Prohibited. If a person or any officer, associate, member, representative, agent, or employee of a hemp-derived cannabinoid establishment believes or has reason to believe that the ultimate recipient of a hemp-derived cannabinoid product is under the age of twenty-one (21) or is using a forged or fake identification card, they shall not make the sale.

(3) Signs, Notices and Display.

(a) A retailer of hemp-derived cannabinoids shall conspicuously post a sign in each area within their premises where any hemp-derived cannabinoid products are sold to consumers stating that the sale of any such product to any person under the age of twenty-one (21) is unlawful under this section.

1. Hemp-derived cannabinoid products may not be sold from a vending machine or similar device.

(b) Products containing hemp-derived cannabinoid shall be displayed from behind a sales or service counter so that no person may access it without assistance by an establishment employee.

(4) Retailer Location. Establishments selling hemp-derived cannabinoids shall not be located within ¼ mile or 1,320 feet of a youth-serving organization and location such as, but not limited to: childcare centers, preschools, public or parochial schools, tribal schools, playgrounds, city or county parks, sporting arenas, or organizations with specific interest to serve children (Boys & Girls Club, YMCA, Head Start, etc.). The distance shall be measured by the shortest route along a designated roadway or walking path from the main entrance of the youth-serving business/organization to the premises selling the hemp-derived cannabinoid products.

(a) The prohibition in this section does not apply to businesses selling hemp-derived cannabinoids prior to November 1, 2025.

(5) Penalties. Any person and any hemp-derived cannabinoid establishment who violates Subsection (2)(a)-(d) is subject to a forfeiture of:

(a) Not less than one-hundred dollars nor more than five-hundred dollars ($500.00) if the person or retailer has not committed a previous violation within twelve (12) months of the violation; or

(b) Not less than two-hundred fifty dollars ($250.00) nor more than seven-hundred fifty dollars ($750.00) if the person or retailer has committed a previous violation within twelve (12) months of the violation.

(c) A hemp-derived cannabinoid establishment that violates subsection (3) of this ordinance is subject to a forfeiture of not less than two-hundred dollars ($200.00).

(d) Repeated violation of this ordinance shall constitute a public nuisance which the City Attorney may abate by seeking an injunction in Dane County Circuit Court.

2. Subsection (3) entitled “Schedule of Deposits” of Section 1.08 entitled “Issuance of Citations and Complaints for Violations of Certain Ordinances and Providing a Schedule of Cash Deposits” of the Madison General Ordinances is amended by amending therein the following:

“Offense	Ord. No./Adopted Statute No.	Deposit *
Possession of drug paraphernalia.	23.201	$100
Sale of hemp-derived cannabinoid to under 21 – first offense in 12 months	23.202(5)(a)	$250
Sale of hemp-derived cannabinoid to under 21 – second and subsequent offense in 12 months	23.202(5)(b)	$500
Failure to properly post signage	23.202(5)(c)	$100
Pruning or removing trees in public places.	23.21	$300

EDITOR’S NOTE:
*New and updated bail deposits must be approved by the Municipal Judge prior to adoption. This deposit has been so approved.

3. Subsection (4) entitled “Issuance of Citations” of Section 1.08 entitled “Issuance of Citations and Complaints for Violations of Certain Ordinances and Providing a Schedule of Cash Deposits” of the Madison General Ordinances is amended by amending therein the following:

“Enforcement Official	Ordinance Chapter or Section and Title
Director of Public Health Madison and Dane County or their designee and Police Department.	Chapter 7, Public Health; Section 9.05, Adult Entertainment Establishments; Section 23.05, Smoking Prohibited in Certain Public Areas; Section 23.12, Transient Hotels and Motels Regulated; Section 23.202, Age Restrictions on Hemp-Derived THC Products; Section 23.38, Possession of Tobacco Products by Children; Section 23.385, Sale of Tobacco Products to Children Forbidden; Section 23.44, Consumers to Be Offered Selection of Containers; Section 23.61, Internet Solicitation of Unlicensed Regulated Businesses; Section 23.66, Prohibiting Declawing Procedures.”

City of Madison

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

Master

File Number: 90174

File ID:	90174	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Moorland Road Rezoning			**Final Action:**	

Title: Creating Section 28.022-00729 of the Madison General Ordinances to change the zoning of property located at 1233-1241 Moorland Road from SR-C1 (Suburban Residential-Consistent 1) District to A (Agricultural) District. (District 14)

Notes: 6997MoorlandRZ

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	1233-1241 Moorland Road, Rezoning Exhibit	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/30/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Plan Commission Public Hearing (11/3/25), Common Council (11/25/25)					

Text of Legislative File 90174

Fiscal Note

No City appropriation required.

Title

Creating Section 28.022-00729 of the Madison General Ordinances to change the zoning of property located at 1233-1241 Moorland Road from SR-C1 (Suburban Residential-Consistent 1) District to A (Agricultural) District. (District 14)

Body

DRAFTER'S ANALYSIS: This ordinance amendment rezones property located at 1233-1241 Moorland Road from SR-C1 (Suburban Residential-Consistent 1) District to A (Agricultural) District to match the zoning of other open space in the surrounding area owned by the Madison Metropolitan Sewerage District.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Map Amendment 00729 of Section 28.022 of the Madison General Ordinances is hereby created to read as follows:

“28.022-00729. The following described property is hereby rezoned to A (Agricultural) District.

Lots 1 and 2, Certified Survey Map 1698, City of Madison, Dane County, Wisconsin. Said area contains 2.86 acres (124,607 square feet)”

REQUEST FOR AMENDMENT TO THE MADISON GENERAL ORDINANCES

TO: Michael R. Haas, City Attorney

Proposed/Current Section No. _____

Amendment: x

FROM: Tim Parks, Planning Division

Repeal: _____

Creation: _____

Please draft the following ordinance:

Note: Is this ordinance exempt from the provisions of Section 2.05(4)?

_____ If so, **circle** the appropriate paragraph number under which exemption is claimed. [1, 2, 3, 4, 5, 6, 7, 8, 9]

_____ If not, the signature of the Mayor or the Alderperson who will sponsor this ordinance is required below.

See Attachment(s): ____

Date to be Presented: 7 October 2025

Referral(s): Plan Commission: 3 November 2025; Common Council: 25 November 2025

Fiscal Note: No Fiscal Impact

Sponsor(s): Planning Division

When completed:

Send DRAFT to: Tim Parks (original will be held until otherwise notified)

Send copy to: _____

Note: Unless otherwise indicated, this ordinance will be submitted directly to Common Council.

If request is to rezone property, the following additional information must be furnished before the ordinance can be drafted:

Rezone following property:

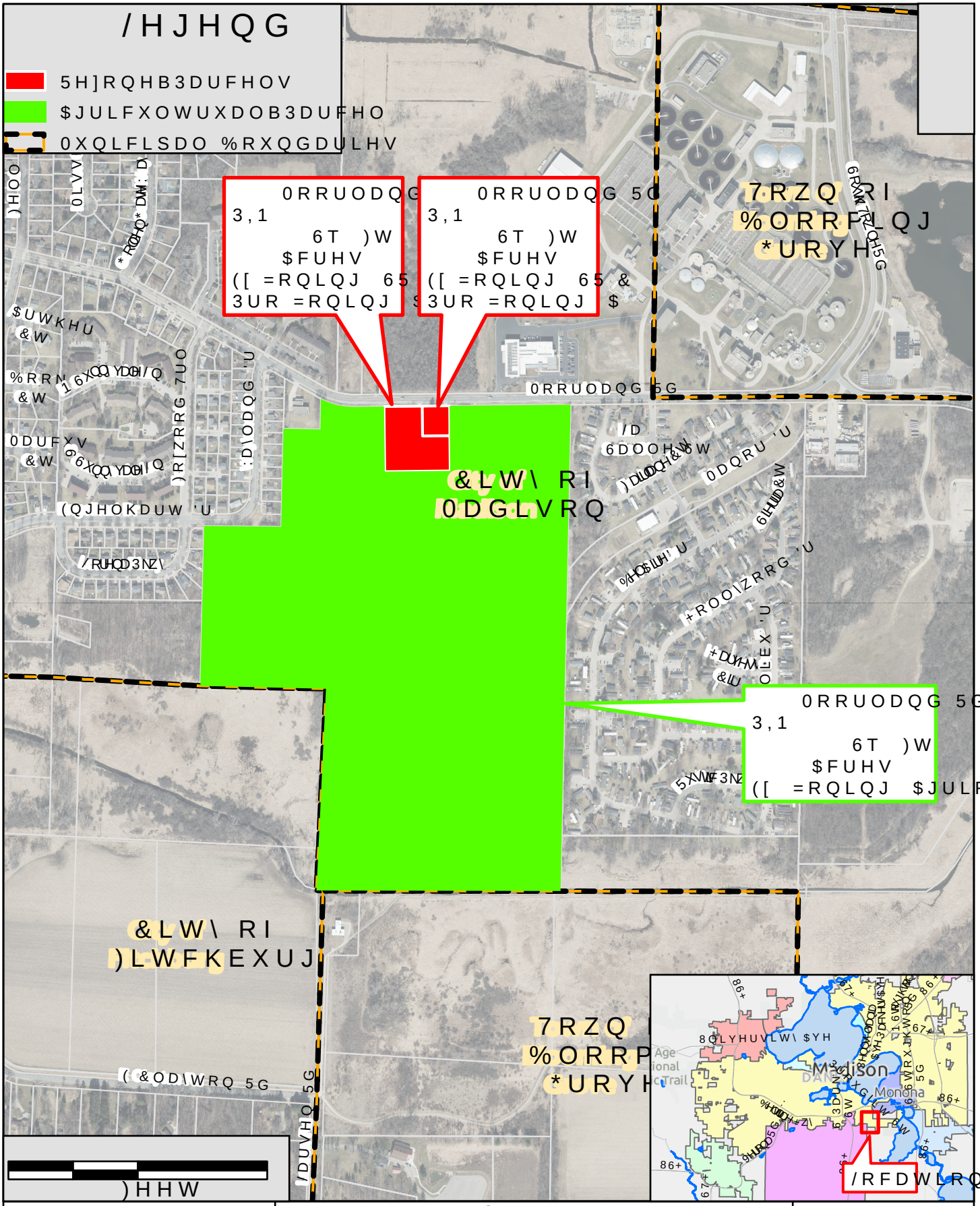
Address 1233-1241 Moorland Road Alder District 14

From SR-C1 District To A District

Proposed Use: Rezoning the sites of two former houses to A to match the zoning of other open space owned by the Madison Metropolitan Sewerage District surrounding

By Direction Of: _____ Date: 30 September 2025

Meagan Tuttle, Director Planning Division



Madison Metropolitan Sewerage District

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City of Madison

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

Master

File Number: 90190

File ID:	90190	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Composition, Terms, Duties of ALRC			**Final Action:**	

Title: Amending Section 33.02 of the Madison General Ordinances to update the composition, terms, and duties of the Alcohol License Review Committee.

Notes: 6996CompDutiesALRC

Sponsors:	Satya V. Rhodes-Conway, Yannette Figueroa Cole And Carmella Glenn	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Amber McReynolds	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/30/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction
Notes: Alcohol License Review Committee (10/15/25), Common Council (10/28/25)

Text of Legislative File 90190

Fiscal Note

No City appropriation required.

Title

Amending Section 33.02 of the Madison General Ordinances to update the composition, terms, and duties of the Alcohol License Review Committee.

Body

DRAFTER'S ANALYSIS: This amendment updates the composition of the Alcohol License Review Committee (ALRC) and clarifies terms of Alders on the committee. The amendment also brings the ordinance in line with state law regarding the duty of reviewing a specific type of state alcohol permit application called "Full-Service Retail Sales".

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (2) entitled “Composition” of Section 33.02 entitled “Alcohol License Review Committee” of the Madison General Ordinances is amended as follows:

“(2) Composition. The Alcohol License Review Committee shall consist of ~~nine (9)~~ seven (7) members, ~~three (3) of whom~~ two (2) who shall be alderpersons; ~~and six (6)~~ four (4) who shall be adult residents of the City; and one (1) member who may be either an adult resident or an alderperson. ~~The President of the Dane County Tavern League, the Chief of Police, the chair of the Student Council of the Associated Students of Madison, and the University of Wisconsin Chancellor, or their designees, shall serve as technical advisors to the Committee.~~ The City ~~Clerk~~ Clerk’s Office, the Office of the City Attorney, and the Madison Police Department ~~or their designees, and the city of Madison Alcohol Policy Coordinator (or other Mayoral designee)~~ shall ~~serve as~~ staff ~~to~~ the Committee. ~~Technical advisors to the Committee, upon proper recognition by the Chair, may question witnesses who appear before the Committee and may take part in debate, but shall not have a vote and shall not take part in any deliberations held in closed session. All aldermanic appointees shall hold office for a term expiring on the third Tuesday in April in the second year following their appointment or until their successors are appointed and qualified, except that alderpersons appointed to fill an unexpired term shall only serve the remainder of such unexpired term. Resident appointments shall be made by the third Tuesday in April and such appointees shall hold office for a term expiring on the third Tuesday in April in the second year following their confirmation by the Common Council or until their successors are appointed and qualified, except that residents appointed to fill an unexpired term shall only serve the remainder of such unexpired term. Resident appointments shall all be for a term of three years.~~

Notwithstanding Madison General Ordinance Sec. 33.01(6)(d), terms for resident members of the Committee shall be three (3) years with the term expiring the third Tuesday in April or until their successors are appointed and confirmed. Any appointment to fill a vacancy shall expire at the end of the term for which the initial appointment was made or until their successor is appointed and confirmed.

The term of any alderperson appointed to the Committee shall be one (1) year with the term expiring the third Tuesday in April.”

2. Subsection (3) entitled “Duties” of Section 33.02 entitled “Alcohol License Review Committee” of the Madison General Ordinances is amended as follows:

“(3) Duties. The Alcohol License Review Committee shall be charged with the responsibility and duty to review and examine all applications for ~~the granting of all~~ fermented malt beverage licenses, intoxicating liquor licenses, ~~and~~ operator's licenses, and entertainment licenses. The Committee shall receive recommendations from staff and review and make recommendations as to the granting of all such licenses by the Common Council. Per Wis. Stat. Chapter 125, the Committee shall review State of Wisconsin “Producer Full-Service Retail Sales” applications and make recommendations to the Council regarding requirements or restrictions of full-service retail sales in a manner consistent with the evaluation and approval of retail licenses. ~~to receive all recommendations relating thereto from staff personnel and to review and make recommendations as to the subsequent granting of all such licenses by the Common Council, and be further charged with the responsibility and duty to review the triennial "Alcohol License Problem Reports" submitted by the Chief of Police and may conduct such additional review of problems reported therein with the licenses affected and make such further recommendations or take such further action as they may deem~~

~~appropriate.~~ The committee is further charged with providing a reason to the Common Council whenever the committee recommends that a new Chapter 38 license or permit not be approved."

City of Madison

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

Master

File Number: 90205

File ID:	90205	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	South Pleasant View Road Mid Town Road Attachment			**Final Action:**	

Title: Creating Section 15.01(664) of the Madison General Ordinances entitled “City Boundaries" and being part of the chapter entitled “Alder Districts and Wards" attaching to the 1st Alder District approximately 33.4 acres of land located in the northeastern quadrant of South Pleasant View Road and Mid Town Road from the Town of Middleton, creating Section 15.02(136) of the Madison General Ordinances to attach the property to Ward 136, amending 15.03(1) to add Ward 136 to Alder District 1, and assigning a temporary zoning classification of Temp. A (Agricultural) District. (District 1)

Notes: 6998PleasantViewMidTownAttach

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	JDM Properties Worksheet_Initial_09-30-25.pdf, Attachment Map.pdf	**Enactment Number:**	
Author:	Kate Smith	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/30/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Common Council (10/28/25)					

Text of Legislative File 90205

Fiscal Note

No City appropriation required.

Title

Creating Section 15.01(664) of the Madison General Ordinances entitled “City Boundaries" and being part of the chapter entitled “Alder Districts and Wards" attaching to the 1st Alder District approximately 33.4 acres of land located in the northeastern quadrant of South Pleasant View Road and Mid Town Road from the Town of Middleton, creating Section 15.02(136) of the

Madison General Ordinances to attach the property to Ward 136, amending 15.03(1) to add Ward 136 to Alder District 1, and assigning a temporary zoning classification of Temp. A (Agricultural) District. (District 1)

Body

DRAFTER'S ANALYSIS: This ordinance attaches approximately 33.4 acres of land located in the northeastern quadrant of South Pleasant View Road and Mid Town Road in the Town of Middleton and assigns temporary zoning of Temp. A (Agricultural) District.

****

The Common Council of the City of Madison do hereby ordain as follows:

An ordinance to create Subsection (664) of Section 15.01 of the General Ordinances of the City of Madison entitled "City Boundaries" and being part of the chapter entitled "Alder Districts and Wards".

WHEREAS, a petition for attachment with scale map attached was filed with the City Clerk of Madison on September 25, 2025 and has been presented to the Madison Common Council requesting attachment of the below-described territory to the City of Madison from the Town of Middleton; said petition having been signed by the owners of all of the land in the territory and notice of property attachment having been given to the Town of Middleton; and

WHEREAS, investigation by the City of Madison discloses that as of this date the above representations are true, the Common Council now accepts the petition as sufficient and determines that the said attachment proceeding meets the requirements of the City of Madison and Town of Middleton Cooperative Plan approved pursuant to Wis. Stat. § 66.0307;

NOW, THEREFORE, the Common Council of the City of Madison do ordain as follows:

1. Subsection (664) of Section 15.01 entitled "City Boundaries" of the Madison General Ordinances is created to read as follows:

"A parcel of land located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE1/4 of Section 34, T7N, R8E, Town of Middleton, Dane County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 34; thence N89°16'25"E, 996.56 feet along the South line of said SE 1/4; thence N00°43'34"W, 33.27 feet to a point on the north right-of-way line of Mid Town Road and Point of Beginning; thence S89°16'26"W, 881.30 feet; thence N44°43'48"W, 92.75 feet; thence N01°26'34"E, 786.77 feet; thence S88°33'26"E, 17.38 feet; thence N52°29'36"E, 316.38 feet; thence N56°09'28"E, 289.01 feet; thence N68°54'21"E, 649.82 feet; thence N18°25'47"E, 358.34 feet; thence N73°22'22"E, 64.13 feet to a point on the west line of First Addition to Mid Town Commons; thence S01°25'19"W, 1403.88 feet along the west line of said First Addition to Mid Town Commons and the west line of Second Addition to Mid Town Commons; thence S89°16'59"W, 318.24 feet; thence S01°27'30"W, 379.26 feet to a point on the north right-of-way line of Mid Town Road and the Point of Beginning. Said described parcel contains 1,453,960 square feet, 33.38 acres, or 0.0522 square miles."

2. Subsection (136) of Section 15.02 entitled "Wards and Ward Boundaries" of the Madison General Ordinances is created to read as follows:

"(136) Ward 136. A parcel of land located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE1/4 of Section 34, T7N, R8E, Town of Middleton, Dane County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 34; thence N89°16'25"E, 996.56 feet along the South line of said SE 1/4; thence N00°43'34"W, 33.27 feet to a point on the north right-of-way line of Mid Town Road and Point of Beginning; thence S89°16'26"W, 881.30 feet; thence N44°43'48"W, 92.75 feet; thence N01°26'34"E, 786.77 feet; thence S88°33'26"E, 17.38 feet; thence N52°29'36"E, 316.38 feet; thence N56°09'28"E, 289.01 feet; thence N68°54'21"E, 649.82 feet; thence N18°25'47"E, 358.34 feet; thence N73°22'22"E, 64.13 feet to a point on the west line of First Addition to Mid Town Commons; thence S01°25'19"W, 1403.88 feet along the west line of said First Addition to Mid Town Commons and the west line of Second Addition to Mid Town Commons; thence S89°16'59"W, 318.24 feet; thence S01°27'30"W, 379.26 feet to a point on the north right-of-way line of Mid Town Road and the Point of Beginning. Said described parcel contains 1,453,960 square feet, 33.38 acres, or 0.0522 square miles. Polling place at West Madison Agricultural Research Station, 8502 Mineral Point Road."

3. Subsection (1) of Section 15.03 entitled "Alder Districts" of the Madison General Ordinances is amended to read as follows:

"(1) First Alder District. Wards 108, 109, 110, 111, 112, 113, 114, 124, ~~and~~ 135, and 136.

4. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Annexation/ Attachment Worksheet

[Initial, 30 September 2025]

Petition Name:	JDM Properties, LLC Attachment
Township:	Middleton
Date Filed with City Clerk:	25 September 2025
Date Filed with Town:	24 September 2025 (by hand delivery per petitioner)
Dept. of Administration Review:	Not Required (Attachment)

Parcel Information

County Parcel Number	*Dane County Address*	*Rural Zoning*	*Existing Use*
038/0708-344-8885-0	N/A	AT-5	Undeveloped agricultural land
038/0708-344-9003-0	N/A	AT-5	Undeveloped agricultural land

Property Owner(s)	
Name:	JDM Properties, LLC
Address:	101 N Mills Street
	Madison, WI 53715

Representative	
Name:	
Address:	

Surveyor	
Name:	Kevin Pape
	Vierbicher, Inc.
Address:	999 Fourier Drive, Suite 201
	Madison, WI 53717

City Land Use Plan(s):	Comprehensive Plan (2024) – Community Mixed-Use (CMU), Medium Residential (MR), and Park and Open Space (P) High Point-Raymond Neighborhood Development Plan (2017) – Community Mixed-Use, Residential Housing Mix (HM) 4, Park, and Other Open Space
Zoning Upon Annexation:	**Temp. A (Agricultural Dist.)**
Central Urban Service Area:	In CUSA
Environmental Corridors:	Not on subject property
Madison Metropolitan Sewerage District Status:	**Not in MMSD – Annexation Required**
Square-Footage of Attachment:	1,453,960
Acreage of Attachment:	33.38
Square-Mileage of Attachment:	0.0522

Dwelling Units:	0			
Population:	0			
Electors:	0			
Tax Information by Parcel/Year	**2024**			
	-8885-0	**-9003-0**		
Assessed Land Value:	*$700.00*	*$10,400.00*		
Ass. Improvement Value:	*$0.00*	*$0.00*		
Total Assessed Value:	*$700.00*	*$10,400.00*		
First Dollar Tax Credit	*$0.00*	*$0.00*		
Lottery Credit	*$0.00*	*$0.00*		
Total Taxes for Year: (2024)	**$13.82**	**$205.28**		
State of Wisconsin	*$0.00*	*$0.00*		
Dane County	*$2.84*	*$42.26*		
Town of Middleton	*$1.50*	*$22.27*		
School District	*$8.87*	*$131.73*		
Madison Area Technical College	*$0.61*	*$9.02*		
Special Assessment:	$0.00	*$0.00*		
Political				
Alder District:	1 – Duncan			
Ward:	136 [NEW]			
Polling Place:	Hickory Hill Academy; 3276 High Point Road			
Supervisory District:	29			
Assembly District:	80			
Senate District:	27			
School District(s):	Verona Area School District (5901)			
Utilities and Services				
Electricity:	Wisconsin Power & Light (dba Alliant Energy) (ID 6680)			
Gas:	Madison Gas & Electric (ID 3270)			
Telephone:	Mount Vernon (dba TDS, Inc.) (ID 3970)			
Trash District (Day):	6-B (Wednesday)			
Common Council				
Petition Before Council:	7 October 2025 (ID 90108)		*Accepted:*	
Ordinance Introduction:	7 October 2025			
Plan Commission Date:	N/A (Cooperative Plan)			
Ordinance Adoption:	**28 October 2025 (Scheduled)**			
Ordinance Number (ID):				
Effective Date:				

Legal Description:

A parcel of land located in the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE1/4 of Section 34, T7N, R8E, Town of Middleton, Dane County, Wisconsin, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 34; thence N89°16’25”E, 996.56 feet along the South line of said SE 1/4; thence N00°43’34”W, 33.27 feet to a point on the north right-of-way

line of Mid Town Road and Point of Beginning; thence S89°16’26”W, 881.30 feet; thence N44°43’48”W, 92.75 feet; thence N01°26’34”E, 786.77 feet; thence S88°33’26”E, 17.38 feet; thence N52°29’36”E, 316.38 feet; thence N56°09’28”E, 289.01 feet; thence N68°54’21”E, 649.82 feet; thence N18°25’47”E, 358.34 feet; thence N73°22’22”E, 64.13 feet to a point on the west line of First Addition to Mid Town Commons; thence S01°25’19”W, 1403.88 feet along the west line of said First Addition to Mid Town Commons and the west line of Second Addition to Mid Town Commons; thence S89°16’59”W, 318.24 feet; thence S01°27’30”W, 379.26 feet to a point on the north right-of-way line of Mid Town Road and the Point of Beginning. Said described parcel contains 1,453,960 square feet, 33.38 acres, or 0.0522 square miles.

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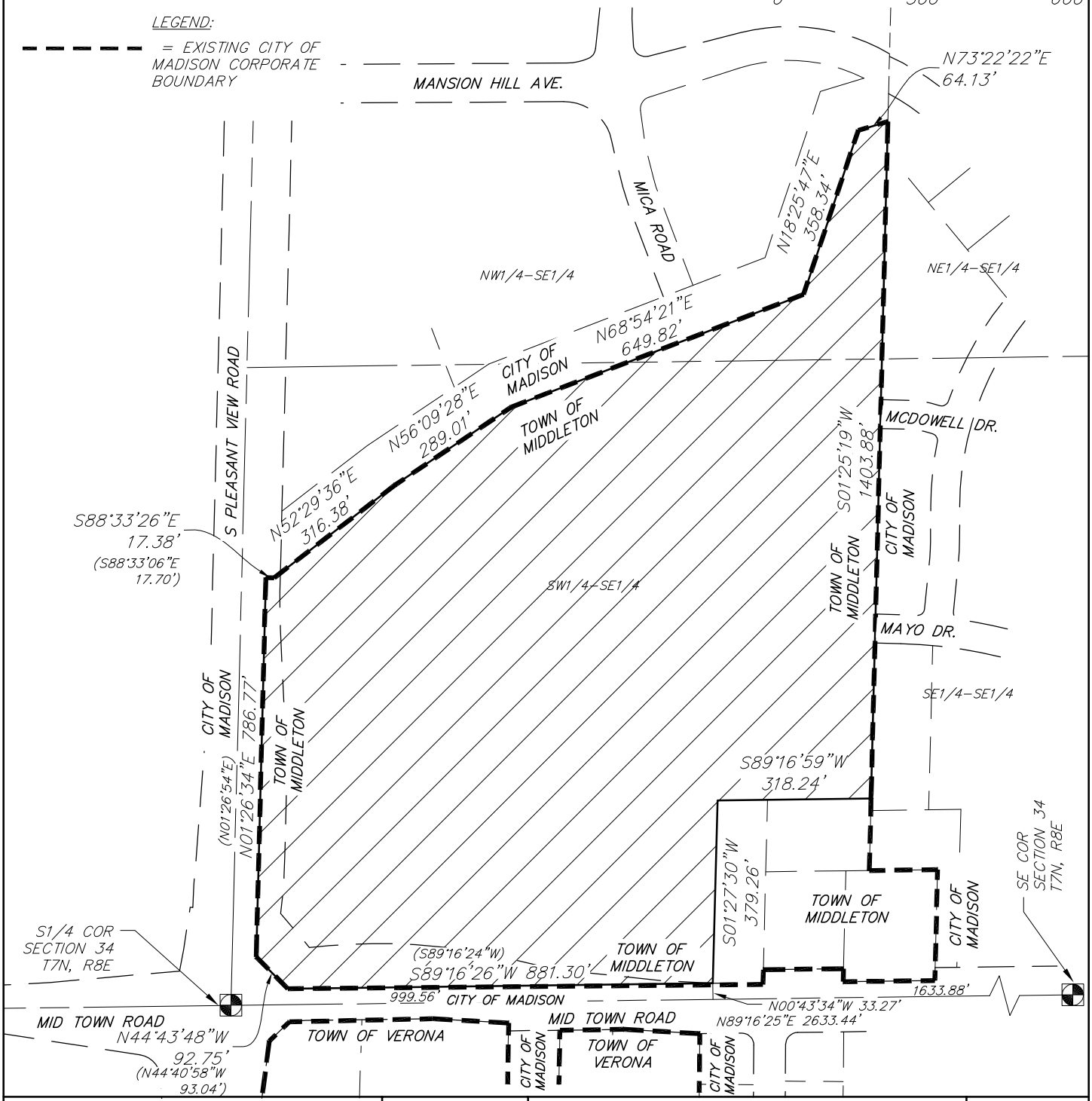
Ordinance No. _____
I.D. No. _____
Date Adopted: _____
Date Published: _____
Aldermanic District Attached to: _____
Hatched Area : 1,453,960 s.f.; 33.38 Acres; Square Miles: 0.0522

EXHIBIT B

HATCHING DEPICTS LIMITS OF AREA TO BE ATTACHED TO THE CITY OF MADISON FROM THE TOWN OF MIDDLETON.

LEGEND:
= EXISTING CITY OF MADISON CORPORATE BOUNDARY

GRAPHIC SCALE: 1" = 300'
0 300 600



vierbicher
planners | engineers | advisors

Job #.: 240226
Date: 09/22/2025
Rev:
Drafted By: PSPE
Checked By: KPAP

ATTACHMENT MAP

SHEET 1 OF 1

City of Madison

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

Master

File Number: 90212

File ID:	90212	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Ethics Board Complaints			**Final Action:**	

Title: Amending Section 3.35(12)(a) of the Madison General Ordinances related to Ethics Complaints to clarify who may submit a complaint to the Ethics Board.

Notes: 6994CodeEthicsComplaints

Sponsors:	Michael E. Verveer	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Amber McReynolds	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	09/30/2025	Referred for Introduction				
	Action Text:	This Ordinance was Referred for Introduction					
	Notes:	Ethics Board (10/22/25), Common Council (10/2825)					

Text of Legislative File 90212

Fiscal Note

No City appropriation required.

Title

Amending Section 3.35(12)(a) of the Madison General Ordinances related to Ethics Complaints to clarify who may submit a complaint to the Ethics Board.

Body

DRAFTER'S ANALYSIS: Elected officials of the City, all employees of the City, and all members of City boards, committees, commissions, subcommittees and ad hoc committees are "covered" by the Ethics Code which means they must follow the Ethics Code in Madison General Ordinance 3.35. Currently, the Ethics Code allows "any resident of the City" to complain to the Ethics Board about the activity of anyone covered by the Ethics Code. This amendment would allow anyone to submit a Complaint to the Ethics Board. For example, under the current code, an employee may not file an Ethics Code complaint unless they are also a resident of the City. With this amendment, even if an employee lives in a different City they could still submit an Ethics Code complaint about the activity of anyone covered by the Ethics

Code.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision(a) of Subsection (12) entitled “Complaints” of Section 3.35 entitled “Code of Ethics” of the Madison General Ordinances is amended as follows:

“(a) Any ~~resident of the City~~ person may complain to the Ethics Board about the activity of any person or entity covered by this section pursuant to rules and procedures of the Ethics Board as approved by the Common Council. If a complaint is brought under this section against any member of the Ethics Board, other than the Common Council President or designee, the Common Council Executive Committee shall hear the complaint, acting as the Ethics Board and following the same rules, procedures and precedents of the Ethics Board. If a complaint is brought under this section against the Common Council President or designee, a panel of 3 persons shall hear the complaint in the manner provided in this subdivision. The Mayor shall select one panel member, the Common Council shall select one panel member and those selected persons shall select the third panel member. Panel members shall serve without compensation. The persons so selected shall not be subject to Common Council confirmation notwithstanding any other ordinance to the contrary.”

City of Madison

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

Master

File Number: 90214

File ID:	90214	**File Type:**	Ordinance	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	10/01/2025
File Name:	Revisor's Ordinance October 2025			**Final Action:**	

Title: Amending various sections of the Madison General Ordinances to correct inconsistencies and improper references in the Madison General Ordinances, constituting a 2025 City Attorney Revisor's Ordinance.

Notes: 6973RevOrdOct2025

Sponsors:	CITY ATTORNEY	**Effective Date:**	
Attachments:	90214 Body	**Enactment Number:**	
Author:	Michael Haas	**Hearing Date:**	
Entered by:	mglaeser@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Attorney's Office	10/01/2025	Referred for Introduction				

Action Text: This Ordinance was Referred for Introduction
Notes: Common Council Executive Committee (10/28/25), Common Council (10/28/25)

Text of Legislative File 90214

Fiscal Note

[Enter Fiscal Note Here]

Title

Amending various sections of the Madison General Ordinances to correct inconsistencies and improper references in the Madison General Ordinances, constituting a 2025 City Attorney Revisor's Ordinance.

Body

DRAFTER'S ANALYSIS: This City Attorney Revisor's Ordinance corrects certain parts of the Madison General Ordinances (MGO), the City's code of ordinances.

The proposed changes in this ordinance are as follows:

- Section 2.37(6)(b) is amended to fix a grammatical error.
- Section 7.10(4) is amended to fix a grammatical error.

- Sections 21.20 is amended to fix a numbering issue.
- Sections 28.121-28.125 are repealed, as they have been previously moved to Chapter 21.
- Section 29.09(3)(b) is amended to fix a State Agency title.
- Section 32.04(12) is amended to fix a grammatical error.
- Section 38.12 is repealed following the Section sunset date in 2015.

****

Please see Legistar File No. 90214 in Attachments.

Legistar File No. 90214 Body

DRAFTER'S ANALYSIS: This City Attorney Revisor's Ordinance corrects certain parts of the Madison General Ordinances (MGO), the City's code of ordinances.

The proposed changes in this ordinance are as follows:

- Section 2.37(6)(b) is amended to fix a grammatical error.
- Section 7.10(4) is amended to fix a grammatical error.
- Sections 21.20 is amended to fix a numbering issue.
- Sections 28.121-28.125 are repealed, as they have been previously moved to Chapter 21.
- Section 29.09(3)(b) is amended to fix a State Agency title.
- Section 32.04(12) is amended to fix a grammatical error.
- Section 38.12 is repealed following the Section sunset date in 2015.

****

The Common Council of the City of Madison do hereby ordain as follows:

1. Subdivision (b) of Subsection (6) entitled "Deliberations" of Section 2.37 entitled "Removal Hearings" of the Madison General Ordinances is amended as follows:

"(b) The hearing examiner shall recognize alders to speak on the question of removal in the order they enter the queue. Each alder may speak once for up to six minutes on the question ~~and~~ of removal. Discussion and debate shall be limited to the testimony and evidence presented at the hearing and the standards for removal. The hearing examiner may explain the legal standards related to removal and review the required process, and shall rule on any questions of whether statements made in deliberations are in order."

2. Subsection (4) of Section 7.10 entitled "Fugitive Dust" of the Madison General Ordinances is amended as follows:

"(4) Any person who violates this section for a first offense may be subject to a forfeiture of not less than fifty dollars ($50) ~~no~~ nor more than two thousand dollars ($2000), any person who violates this section for a second offense may be subject to a forfeiture of not less than two hundred and fifty dollars ($250) ~~no~~ nor more than two thousand dollars ($2000), any person who violates this section for a third and subsequent offense may be subject to a forfeiture of not less than five hundred dollars ($500) ~~no~~ nor more than two thousand dollars ($2000). Each day of violation shall constitute a separate offense."

3. Section 21.20 entitled "Floodway District" of the Madison General Ordinances is renumbered to 21.205. The Office of the City Attorney is authorized to amend the section number where referenced elsewhere in the Ordinances.

"**21.~~20~~ 205 FLOODWAY DISTRICT.**"

4. Section 28.121 entitled “Floodplain Overlay District” of the Madison General Ordinances is repealed.

5. Section 28.122 entitled “F1 Floodway District” of the Madison General Ordinances is repealed.

6. Section 28.123 entitled “F2 Flood Fringe District” of the Madison General Ordinances is repealed.

7. Section 28.124 entitled “F3 General Floodplain District” of the Madison General Ordinances is repealed.

8. Section 28.125 entitled “F4 Flood Storage District” of the Madison General Ordinances is repealed.

9. Paragraph 1 of Subdivision (b) entitled “Plan Review Fees” of Subsection (3) entitled “Fee Schedule” of Section 29.09 entitled “Fee Schedule” of the Madison General Ordinances is amended as follows:

“1. State Seal fee as charged by Department of Safety and ~~Special~~ Professional Services (DSPS).”

10. Subsection (12) entitled “Severability” of Section 32.04 entitled “Rent Abatement” of the Madison General Ordinances is amended as follows:

“(12) Severability. In the event that any section of this Ordinance shall be declared or judged by a court of competent jurisdiction to be ~~in valid~~ invalid or unconstitutional, such adjudication shall in no manner affect the other sections of this Ordinance, which shall be in full force and effect as if the said section or said sections were not originally a part thereof. In addition, should enforcement of these ordinance provisions relating to rent abatement be temporarily or permanently stayed in whole or in part by judicial order or should any of said sections of this Ordinance be declared or judged invalid or unconstitutional by a court, the provisions of Sec. 32.06 of the Madison General Ordinances, entitled Rent Withholding, in force and effect on October 20, 1986, which relate to rent withholding procedures shall be immediately reinstated without further action by the Common Council.”

11. Section 38.12 entitled “Habitually Intoxicated Persons” of the Madison General Ordinances is repealed.

EDITOR’S NOTE:

Section 28.121 entitled “Floodplain Overlay District” of the Madison General Ordinances currently reads as follows:

“**28.121 FLOODPLAIN OVERLAY DISTRICTS.**

(1) Statement of Purpose.

Pursuant to Wis. Stat. § 62.23(7), this ordinance is intended to regulate floodplain development to:

(a) Protect life, health, and property.
(b) Minimize expenditures of public funds for flood control projects.
(c) Minimize rescue and relief efforts undertaken at the expense of the taxpayers.
(d) Minimize business interruptions and other economic disruptions.
(e) Minimize damages to public facilities in the floodplains.
(f) Minimize the occurrence of future flood blight areas in the floodplain.
(g) Discourage the victimization of unwary land and homebuyers.
(h) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
(i) Discourage development in the floodplain if there is any practicable alternative to locate the activity, use, or structure outside the floodplain.

(2) Areas to be Regulated.

This Subchapter regulates all areas that could be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study (FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO zones. Regional Flood Elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.

(3) Establishment of Floodplain Zoning Districts.

The regional floodplain area is divided into four (4) districts as follows:

(a) The F1 Floodway District (FW) is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters and are contained within AE zones as shown on the FIRM.
(b) The F2 Flood Fringe District (FF) is that portion between the regional flood limits and the floodway and displayed as AE zones on the FIRM.
(c) The F3 General Floodplain District (GFP) consists of those areas that may be covered by floodwater during the regional flood.
(d) The F4 Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge.

(4) Floodplain Maps.

See Sec. 28.022(3), Zoning Districts and Maps, for listing of floodplain maps and determination of floodplain boundaries.

(5) Removal of Lands From Floodplain.

Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two (2) feet above the regional or base flood elevation; the fill is contiguous to land outside the floodplain, and the map is amended using the procedures established for zoning map amendments in Sec. 28.182.

(6) Warning and Disclaimer of Liability.

The flood protection standards in this ordinance are based on engineering experience and scientific research. Larger floods may occur or the flood height may be increased by person-made or natural causes. This ordinance does not imply or guarantee that non-

floodplain areas or permitted floodplain use areas will be free from flooding and flood damages. Nor does this ordinance create liability on the part of, or a cause of action against, the City of Madison or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(7) General Development Standards.

(a) No development shall be allowed in floodplain areas which will:

1. Obstruct flow, defined as development that blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or

2. Cause any increase in the regional flood height due to floodplain storage area lost.

(b) Obstructions or increases greater than 0.00 foot may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines, and water surface profiles.

(c) The Zoning Administrator shall deny permits where it is determined that the proposed development will obstruct flow or cause any increase in the regional flood heights based on the adopted Flood Insurance Rate Map or other adopted map, unless amendments are made using the procedures established for zoning map amendments in Sec. 28.182.

(d) All proposed building sites in subdivisions or new developments in flood prone areas shall be reasonably free from flooding. If a proposed building site is in a flood prone area, all new construction and substantial improvements shall be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads; be constructed with flood-resistant materials; be constructed to minimize flood damages; and to ensure that utility and mechanical is designed and/or located so as to prevent water from entering or accumulating within the equipment during conditions of flooding. Subdivisions and all new development shall be reviewed for compliance with the above standards. All proposals (including manufactured home parks) shall include regional flood elevation and floodway data.

(8) Watercourse Alterations.

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the Zoning Administrator has notified in writing all adjacent municipalities, the Southern District Office of the DNR and the appropriate office of FEMA and required the applicant to secure all necessary state and federal permits. The standards of sub. (7) must be met and the flood-carrying capacity of any altered or relocated watercourse shall be maintained. As soon as practicable, but not later than six months after the date of the watercourse alteration or relocation, and pursuant to Sec. 28.182, the City shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

(9) Development Under Wis. Stat. chs. 30 and 31.

Development which requires a permit from the Department of Natural Resources, under Wis. Stat. chs. 30 and 31, such as docks, piers, wharves, bridges, culverts, dams and navigational aids, may be allowed provided the necessary local permits are obtained and necessary amendments are made to the floodplain zoning ordinance are made according to Sec. 28.182.

(10) Nonconforming Uses.

The existing lawful use of a structure or its accessory use that is not in conformity with the provisions of this ordinance may continue subject to the conditions set forth in Sec. 28.126(2).

(11) Compliance Required.

Unless specifically exempted by law, all cities, villages, towns and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if Wis. Stat. § 13.48(13) applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when Wis. Stat. § 30.2022 applies.

(12) Floodproofing.

(a) To withstand flood velocities, forces, and other factors associated with the regional flood, floodproofing measures shall be designed that will protect the structure or development to the flood protection elevation and such measures shall either be certified by a registered professional engineer or architect, or meet or exceed the following standards:

1. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
2. The bottom of all openings shall be no higher than one foot above grade; and
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(b) All flood-proofing measures shall be designed to:

1. Withstand floor pressures, depths, velocities, uplift and impact forces and other regional flood factors.
2. Protect structures to the flood protection elevation.
3. Anchor structures to foundations to resist flotation and lateral movement; and
4. Minimize or eliminate infiltration of flood waters; and
5. Minimize or eliminate discharges into flood waters.

(c) Flood-proofing measures may include the following:

1. Installation of watertight doors, bulkheads and shutters.
2. Reinforcement of walls and floors to resist rupture or collapse caused by water pressure or floating debris.
3. Use of paints, membranes or mortars to reduce seepage of water through walls.
4. Addition of mass or weight to structures to prevent flotation.
5. Placement of essential utilities above the flood protection elevation.
6. Installation of pumping facilities and/or subsurface drainage systems to relieve foundation wall and basement floor pressures and to lower water levels in structures.
7. Construction of water supply wells and waste treatment systems to prevent the entry of flood waters.
8. Installation of cutoff valves on sewer lines or the elimination of gravity basement drains.

(13) Public or Private Campgrounds.

Public or private campgrounds shall have low flood damage potential and shall meet the following provisions:

(a) The campground is approved by the Department of Health Services;
(b) A land use permit for the campground is issued by the zoning administrator;
(c) The campground elevation in relation to the river system is such that a seventy-two (72) hour warning of an impending flood can be given to all campground occupants;
(d) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
(e) This agreement shall be for no more than one (1) calendar year, at which time the agreement shall be reviewed and updated by the officials identified in sub. d to remain in compliance with all applicable regulations, including those of the state Department of Health Services and all other applicable regulations;
(f) Only camping units that are fully licensed, if required, and ready for highway use are allowed;
(g) The camping units shall not occupy any site in the campground for more than one hundred-eighty (180) consecutive days, at which time the camping unit must be removed from the floodplain for a minimum of twenty-four (24) hours;
(h) All camping units that remain on site for more than thirty (30) days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit for a period not to exceed one hundred-eighty (180) days and shall ensure compliance with all the provisions of this section;
(i) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
(j) All camping units that remain in place for more than one hundred-eighty (180) consecutive days must meet the applicable requirements in either Secs. 28.122, 28.123 or 28.124 for the floodplain district in which the structure is located;
(k) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued and;
(l) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation.

(14) Application Requirements for Permits and Zoning Certificates.

(a) Site Development Plan. Within the Floodplain Districts, all permit applications shall include a site development plan drawn to scale and containing the following information:

1. Name and address of the applicant, property owner, and contractor.
2. Legal description, proposed use, and whether the development is new construction or a modification.
3. Location, dimensions, area and elevation of the lot.
4. Location of the ordinary high-water mark of any abutting navigable waterways.
5. Location of any structures with distances measured from the lot lines and center line of all abutting streets highways.

6. Location of any existing or proposed on-site sewage systems or private water supply systems.
7. Location and elevation of existing or future access roads.
8. Location of floodplain and floodway limits on the property as determined from the official floodplain zoning maps.
9. The elevation of the lowest floor of proposed buildings and any fill using North American Vertical Datum (NAVD).
10. Data sufficient to determine the regional flood elevation in NAVD at the location of the development and to determine whether or not the requirements of the Floodway District or the Flood Fringe District apply.
11. Data sufficient to determine if the proposed development will cause either an obstruction to flow or an increase in regional flood height or discharge according to Sec. 28.121(7). This may include any of the information noted in Sec. 28.122(3).

(b) Hydraulic and Hydrologic Studies to Analyze Developments. All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department

1. Zone A Floodplains.
   a. Hydrology.
      i. The appropriate method shall be based on the standards in Wis. Admin. Code ch. NR 116.07(3), *Hydrologic Analysis: Determination of Regional Flood Discharge*.
   b. Hydraulic Modeling.

      The regional flood elevation shall be based on the standards in Wis. Admin. Code ch. NR 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

      i. Determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
      ii. Channel sections must be surveyed.
      iii. Minimum four (4) foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
      iv. A maximum distance of five hundred (500) feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
      v. The most current version of HEC-RAS shall be used.
      vi. A survey of bridge and culvert openings and the top of road is required at each structure.
      vii. Additional cross sections are required at the downstream and upstream limits of the proposed development and any

necessary intermediate locations based on the length of the reach if greater than five hundred (500) feet.

viii. Standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

ix. The model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

c. Mapping.

A work map of the reach studied shall be provided, showing all cross section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

2. Zone AE Floodplains.

a. Hydrology.

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

b. Hydraulic Model. The regional flood elevation shall be based on the standards in Wis. Admin. Code ch. NR 116.07(4), *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

i. Duplicate Effective Model.

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations

shown in the Floodway Data Table in the FIS report to within 0.1 foot.

ii. Corrected Effective Model.

The Corrected Effective Model shall not include any person-made physical changes since the effective model date, but shall import the model into the most current version of HEC-RAS for Department review.

iii. Existing (Pre-Project Conditions) Model.

The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.

iv. Revised (Post-Project Conditions) Model.

The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.

c. Mapping.

Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.

iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator

(UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.

vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.

vii. Both the current and proposed floodways shall be shown on the map.

viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

Section 28.122 entitled "F1 Floodway District" of the Madison General Ordinances currently reads as follows:

"**28.122 F1 FLOODWAY DISTRICT.**

(1) Applicability.

The provisions of this section shall apply to all floodway areas on the floodplain zoning maps and to those portions of the F3 General Floodplain District determined to be in the floodway area.

(2) Permitted Uses.

The following open space uses are permitted in the F1 Floodway District:

(a) Agricultural uses, including general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
(b) Nonstructural industrial and commercial uses, including parking and loading areas and airport landing strips.
(c) Nonstructural recreational uses, including golf course, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting trap and skeet activities, hunting and fishing areas, and hiking and horseback riding trails.
(d) Uses or structures accessory to open space uses or classified as historic structures.
(e) Public utilities, streets, and bridges.
(f) Extraction or deposition of sand, gravel or other materials.
(g) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply within Wis. Stats. chs. 30 and 31.

(3) Standards for Developments in Floodway.

(a) General.

1. Any development in the floodway shall comply with the provisions of Section 28.121(7) and have a low flood damage potential.

2. Applicants shall provide the following data for the Zoning Administrator to determine the effects of the proposal according to Sec. 28.121(7)(a) and (b):

a. A cross-section elevation view of the proposal, perpendicular to the watercourse, indicating whether the proposed development will obstruct flow; or

b. An analysis calculating the effects of this proposal on regional flood height.

3. The Zoning Administrator shall deny the permit application if the project will cause any increase in the flood elevations upstream or downstream based on the data submitted for Subparagraph 2.b. above.

(b) Structures. Structures accessory to permitted open space uses, classified as historical areas, or functionally dependent on a waterfront location, may be allowed by permit, providing the structures meet all of the following criteria:

1. Not designed for human habitation and do not have a high flood damage potential and is constructed to minimize flood damage;

2. Shall have a minimum of two openings on different walls having a total net area not less than one square inch for every square foot of enclosed area, at the bottom of all such openings being no higher than one foot above grade. The openings shall be equipped with screens, louvers, or other coverings or other devices provided they permit the automatic entry and exit of floodwaters;

3. Must be anchored to resist flotation, collapse, and lateral movement; and

4. Mechanical and utility equipment must be elevated or flood proofed to or above the flood protection elevation.

(c) Public Utilities, Streets, and Bridges. Public utilities, streets and bridges may be allowed by permit, provided that:

1. Adequate flood-proofing measures are provided to the flood protection elevation; and

2. Construction meets the standards in Sec. 28.121(7)(a) and (b).

(d) Fills or Deposition of Materials.

Fills or deposition of materials may be allowed by permit, provided that:

1. The requirements of Sec. 28.121(7)(a) and (b) are met.

2. No material is deposited in navigable waters unless a permit has been granted by the Department of Natural Resources pursuant to Wis. Stat. ch. 30, and a permit pursuant to 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met.

3. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading sufficient to prevent erosion; and

4. The fill is not classified as a solid or hazardous material.

(4) Prohibited Uses.

All uses not listed as permitted uses in sub. (2) above are prohibited with the floodway district and in the floodway portion of the general floodplain district including the following uses:

(a) The storage of any material that is buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish or other aquatic life.

(b) Any uses not in harmony with or which may be detrimental to uses permitted in the adjoining districts.

(c) All private or public sewage systems, except portable latrines that are removed prior to flooding, and systems associated with public recreational areas and Wisconsin Department of Natural Resources approved campgrounds, that meet the applicable provisions of Wis. Admin. Code ch. SPS 383.

(d) All public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and Wis. Admin. Code chs. NR 811 and NR 812.

(e) All solid and hazardous waste disposal sites.

(f) All wastewater treatment ponds or facilities, except those permitted under Wis. Admin. Code § NR 110.15(3)(b).

(g) All sanitary sewer or water lines except those to service existing or proposed development located outside the floodway which complies with the regulation for the floodplain area occupied.

(h) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses.

Section 28.123 entitled “F2 Flood Fringe District” of the Madison General Ordinances currently reads as follows:

“**28.123 F2 FLOOD FRINGE DISTRICT.**

(1) Applicability.

The provisions of this section shall apply to all areas within the F2 Flood Fringe District and to those portions of the F3 General Floodplain District determined to be in the flood fringe area. The F2 Flood Fringe District shall also include the A-zones so designated on the floodplain zoning district maps and for which floodways are delineated and mapped.

(2) Permitted Uses.

The following uses are permitted in the F2 Flood Fringe District and to those portions of the F3 General Floodplain District determined to be in the flood fringe area: Any building, structure or use otherwise allowed as permitted or conditional uses in the underlying primary zoning district, except for mobile home parks and solid waste disposal sites.

(3) Standards for Development in Flood Fringe.

All of the provisions of Sec. 28.121(7)(a) and (b) shall apply in addition to the following requirements according to the use requested. Any existing structure in the flood fringe must meet the requirements of Sec. 28.126.

(a) Residential Uses. Any structure or building used for human habitation, including a manufactured home, which is to be erected, newly-constructed, reconstructed, altered, or moved into the flood fringe area shall meet or exceed the following standards. Any existing structure in the flood fringe must meet the requirements of Sec. 28.126.

1. The elevation of the lowest floor shall be placed on fill at or above the flood protection elevation (which is a point two feet above the regional flood elevation) except where Subparagraph 2. below is applicable. The fill elevation shall be one foot or more above the regional flood elevation extending at least fifteen (15) feet beyond the limits of the structure. The DNR may authorize other flood-proofing measures where existing streets or sewer lines are at elevations which make compliance impractical, provided the Board of Appeals grants a variance due to dimensional restrictions.

2. The basement or crawlway floor may be placed at the regional flood elevation provided it is flood-proofed to the flood protection elevation. No permit or variance shall allow any floor, basement or crawlway below the regional flood elevation.

3. Contiguous dry land access, as a vehicle access route above regional flood elevation, shall be provided from a structure or building to land which is outside of the floodplain except as provided in sub. 4.

4. In developments where existing street or sewer line elevations make compliance with sub. 3 impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:

   a. The municipality has written assurance from police, fire, and emergency services that rescue and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or

   b. The municipality has a DNR-approved emergency evacuation plan.

(b) Accessory Structures or Uses.

Accessory structures shall be constructed on fill with the lowest floor at or above the Regional Flood Elevation.

(c) Commercial Uses. Any commercial structure or building which is to be erected, constructed, reconstructed, altered or moved into the flood fringe shall meet the requirements for residential uses above. Storage yards, surface parking lots and such uses may be at lower elevations, subject to the requirements of subparagraph e. below provided an adequate warning system exists to protect life and property.

(d) Manufacturing and Industrial Uses. Any manufacturing or industrial structure or building which is to be erected, constructed, reconstructed, altered or moved into the flood fringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in Sec. 28.121(12). Subject to the requirements in subparagraph (e) below, storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(e) Storage or Processing of Materials. The storage or processing of materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish or aquatic life, shall be stored at or above the flood protection elevation for the particular area or flood-proofed. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(f) Public Utilities, Streets and Bridges. All utilities, streets and bridges shall be designed to be compatible with the local comprehensive floodplain development plans and:

1. When failure or interruption of public utilities, streets and bridges would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area, construction or repair of such facilities shall only be permitted if they are designed to comply with Sec. 28.121(12).

2. Minor roads or nonessential utilities may be constructed at lower elevations providing they withstand flood forces to the regional flood elevation.

(g) Sewage Systems. All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, flood-proofed pursuant to Sec. 28.121(12) to the flood protection elevation and shall meet the applicable provisions of all local ordinances and Wis. Adm. Code ch. SPS 383.

(h) Wells. All public or private wells shall be designed to minimize or eliminate infiltration of flood water into the system, flood-proofed pursuant to Sec. 28.121(12) and shall meet the applicable provisions of Wis. Adm. Code chs. NR 811 and 812.

(i) Solid Waste Disposal Sites. Disposal of solid or hazardous waste is prohibited in flood fringe areas.

(j) Deposition of Materials. Any deposited material must meet all the provisions of this ordinance.

(k) Manufactured Homes.

1. Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval and file an excavation plan, indicating vehicular access and escape routes, with local emergency management authorities.

2. In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

   a. Have the lowest floor elevated to the flood protection elevation; and

   b. Be anchored so they do not float, collapse or move laterally during a flood.

3. Outside of existing manufactured home parks, including manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the requirements for residential uses in para. (3)(a) above.

(l) Mobile Recreational Vehicles.

All mobile recreational vehicles that are on site for one hundred-eighty (180) consecutive days or more or are not fully licensed and ready for highway use shall meet the elevation and anchoring requirements in (k)2. and 3. above. A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions."

Section 28.124 entitled "F3 General Floodplain District" of the Madison General Ordinances currently reads as follows:

"**28.124 F3 GENERAL FLOODPLAIN DISTRICT.**

(1) Applicability.

The F3 General Floodplain District consists of the land which has been or may be hereafter covered by flood water during the regional flood and encompasses both the F1 Floodway and F2 Flood Fringe Districts. The provisions of this district shall apply to all floodplains mapped as A, AO or AH zones.

(2) Permitted Uses.

The following uses are permitted in the F3 General Flood Plain District, provided a determination shall be made as to what portion of the floodplain is within the floodway or flood fringe as provided in Sec. 28.124(4):

(a) Uses permitted in the F1 Floodway District are permitted in that portion determined to be within the floodway.

(b) Uses permitted in the F2 Flood Fringe District are permitted in that portion determined to be within the flood fringe.

(3) Standards for Development.

Once it is determined according to Subdivision (4) below that a proposed use is located within a floodway, the provisions of Subsection 28.122 above shall apply. Once determined that the proposed use is located within the flood fringe, the provisions of Subsection 28.123 above shall apply. The rest of this subchapter applies to either district.

(a) In AO/AH zones the structure's lowest floor must meet one of the conditions listed below whichever is higher:

1. At or above the flood protection elevation; or
2. Two (2) feet above the highest adjacent grade around the structure; or
3. The depth as shown on the FIRM.

(b) In AO/AH zones, provide plans showing adequate drainage paths to guide floodwaters around structures.

(4) Determining Floodway and Flood Fringe.

Upon receiving an application for development within the general floodplain district, the Zoning Administrator shall:

(a) Require the applicant to submit, at the time of application, two (2) copies of an aerial photograph, or a plan which accurately locates the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, together with all pertinent information such as the nature of the proposal, legal description of the property, fill limits and elevations, building floor elevations and flood-proofing measures, and the flood zone as shown on the FIRM.

(b) Require the applicant to furnish any of the following additional information as is deemed necessary by the DNR for evaluation of the effects of the proposal upon flood height and flood flows, regional flood elevation, and to determine the boundaries of the floodway:

1. A hydrologic and hydraulic study as specified in Sec. 28.121(14)(b).
2. Plan (surface view) showing: elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location and spatial layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
3. Specifications for building construction and materials, flood-proofing, filling, dredging, channel improvement, storage of materials, water supply and sanitary facilities."

Section 28.125 entitled "F4 Flood Storage District" of the Madison General Ordinances currently reads as follows:

"**28.125 F4 FLOOD STORAGE DISTRICT.**

(1) Applicability.

The F4 Flood Storage District consists of that portion of the floodplain where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity, which would cause higher floodplain elevations. The provisions of this section shall apply to all areas within the F4 Flood Storage District as shown on the Dane County Flood Storage Maps.

(2) Standards for Development in Flood Storage District.

In addition to the Standards for development in Sec. 28.123(3), the following standards shall apply.

(a) Development in a flood storage district shall not cause an increase greater than 0.00 of a foot in the height of the regional flood.

(b) No development shall be allowed that would remove flood storage volume, unless an equal volume of storage, as defined by the predevelopment ground surface and the regional flood elevation, shall be provided in the immediate area of the proposed development to compensate for the volume of storage which is lost (compensatory storage). Excavation below the groundwater table is not considered to provide an equal volume of storage.

(c) No area in the floodplain may be removed from the flood storage district unless it can be shown that the area has been filled to the flood protection elevation and is contiguous to other lands lying outside the floodplain.

(d) If compensatory storage cannot be provided, the area may not be developed unless the entire area zoned as flood storage district is rezoned to the flood fringe district. At such time, the floodplain study and map for the waterway shall be revised to revert to the higher regional flood discharge calculated without floodplain storage.

(3) Permitted Uses.

Any use allowed as permitted or conditional uses in the Madison Zoning Ordinance, except for mobile home parks and solid waste disposal sites.

Section 38.12 entitled "Habitually Intoxicated Persons" of the Madison General Ordinances currently reads as follows:

"**38.12 HABITUALLY INTOXICATED PERSONS.**

(1) Declaration of Policy. Wis. Stat. § 125.12(2)3. provides procedures for the suspension, revocation or nonrenewal of a retail alcohol beverage license, when the licensee "has sold or given away alcohol beverages to known habitual drunkards." A person who is habitually intoxicated may lack self -control as to the use of alcohol beverages and use such beverages to the extent that their health is substantially impaired or endangered and their social or economic functioning is substantially disrupted. Such conduct is dangerous to the individual and to others. It is in the interest of the health, welfare and safety of the residents of the City of Madison to prohibit the harmful conduct of habitually intoxicated persons, and it is a reasonable exercise of the City's police powers to enforce those provisions of state law that prohibit a retailer from selling alcohol beverages to these habitually intoxicated persons.

(2) Definition of a Known Habitually Intoxicated Person. A Known Habitually Intoxicated Person is a person who, within the past one hundred eighty (180) days:

(a) Has been convicted of six (6) or more civil or criminal offenses, in which the police reports or other evidence indicate that the police officer who made the arrest determined, based upon the training and experience of the officer, that the person was under the influence of alcohol at the time of the commission of the offense, or

(b) Has been transported and admitted six (6) or more times to an approved public treatment facility under conditions where the person appeared to be incapacitated by alcohol and in need of emergency treatment, or

(c) Has been subject to any combination of arrests and convictions under sub. (1) and admissions to an approved public alcohol treatment facility under sub. (2), that equals or exceeds six (6) times.

(d) Where a person from the same incident has been both convicted of a civil or criminal offense, as defined in sub. a., and has been admitted to an approved public alcohol treatment facility under sub. b., both the arrest and the admission may be counted separately for the calculation provided in sub c.

(e) A person may voluntarily request that their name be added to the list of Known Habitually Intoxicated Persons. Such a request shall be made in writing and shall be submitted to the Madison Police Department.

(3) Maintenance of List.

(a) The Madison Police Department shall maintain a list of Known Habitually Intoxicated Persons and shall, in its judgment, determine the format and content of the list. The Department shall periodically review the format of the list. Whenever the Department determines that a person meets the definition of a Known Habitually Intoxicated Person, as provided in sub. (2), the Department shall cause the name of that person to be placed on said list, as provided in this Section, along with a photograph of the person, which reasonably represents the likeness of the person.

(b) Petition for Removal. If one hundred and eighty (180) days have passed from the time the name of a person has been placed on the list, and the person has not either been convicted of an offense under sub. (2)(a), or has not been admitted to an approved public alcohol treatment facility during that one hundred eighty (180) day period, that person may petition the Madison Police Department to remove their name from the list, pursuant to this Section, by filing a written request with the City Clerk, stating that they qualify for removal from the list. Upon verification that within the past one hundred eighty (180) days the person has not either been convicted of an offense under sub. (2)(a), or has not been admitted to an approved public alcohol treatment facility during that one hundred eighty (180) day period, the Madison Police Department shall remove the name of the person from the list.

(c) Removal by Police Department. On or about January 1 of each year, the Madison Police Department shall review the list of Known Habitually Intoxicated Persons and shall remove the names of all persons who during the prior six (6) months, has not been convicted of an offense under sub. (2)(a) and who has not been transmitted to an approved public alcohol treatment facility by the Department.

(4) Notice. When the Madison Police Department determines that a person meets the definition of a Known Habitually Intoxicated Person, the Department shall provide the person with a written notice, prepared by the Department, that their name will be placed on the list of Known Habitually Intoxicated Persons. The notice shall inform the person of their right to appeal the determination of the Department as provided in sub. (5). The Department shall keep a record of the date and time that the person was provided with such written notice.

(5) Appeals.

(a) A person who has been informed in writing by the Madison Police Department that their name will be placed on the list of Known Habitually Intoxicated Persons, may appeal the determination of the Department by filing a written objection with the City Clerk within 5 (five) business days of receiving the notice from the Department. The content of an appeal shall be liberally construed so that, as long as the person appealing provides timely written notice that states that they object to being placed on the list of Known Habitually Intoxicated Persons, the appeal shall be deemed to be in proper form.

(b) Hearing Examiner. The Chair of the Alcohol License Review Committee, or their designee, shall serve as Hearing Examiner for Appeals under this Section, and shall have the authority to conduct hearings upon the filing of a written objection as provided under sub. (5)(a).

(c) Authority of Hearing Examiner. The hearing examiner shall have the authority to administer oaths and shall be responsible for the fair, orderly and impartial conduct of the hearing and the preservation of the exhibits and record therein.

(d) Procedure. All proceedings and testimony shall be recorded on tape. A copy of the tape recordings shall be supplied to anyone requesting the same at the requester's expense. If either party requests a stenographic recording and transcription, the hearing examiner shall make the necessary arrangements, but the expense shall be borne by the requesting party.

(e) Standard of Proof. In the hearing, the Madison Police Department shall have the burden of proving to a reasonable certainty by the greater weight of the credible evidence, i.e. by the preponderance of the evidence, that the person has been convicted of six (6) or more civil or criminal offenses, where the police reports or other evidence indicate that the person was under the influence of alcohol at the time of the commission of the offense; or that the person has been transported and admitted six (6) or more times to an approved public treatment facility under conditions where the person appeared to be incapacitated by alcohol and in need of emergency treatment; or has been subject to any combination of convictions and admissions that equals or exceeds six (6) times. If after the hearing, the hearing examiner finds that there is not a preponderance of evidence of any combination of six (6) convictions or admissions, as provided in sub. (2), the hearing examiner shall enter an order granting the appeal and the Department shall remove the person's name from the list of Known Habitually Intoxicated Persons. If after the hearing, the hearing examiner finds that there is a preponderance of the evidence that the person has been subject to any combination of six (6) or more convictions or admissions, the hearing examiner shall deny the appeal and the Department shall retain the person's name on the list of Known Habitually Intoxicated Persons.

(f) Finality of Appeal. All orders of the Hearing Examiner shall be final administrative determinations and shall be subject to review in court as by law may be provided. Any party to the proceeding may seek review thereof within thirty (30) days of service by mail of the final determination of the Hearing Examiner. In addition, written notice of any request for judicial review shall be given by the party seeking review to all parties who appeared at the proceeding before the Hearing Examiner, with said notice to be sent by first class mail to each party's last known address. The institution of the proceeding for judicial review shall not stay the decision and order of the Hearing Examiner; however, the reviewing court may order a stay upon such terms as it deems proper.

(6) Distribution of List. The Alcohol Policy Administrator shall distribute the list of Known Habitually Intoxicated Persons to each retail Class "A" or "Class A" alcohol beverage licensee in the City on a semi-annual basis. If the position of Alcohol Policy Administrator

is vacant, the Mayor shall designate a member of the Mayor's staff to distribute the list under this subsection.

(7) Retailers Prohibited. It shall be unlawful for any Class "A" or "Class A" retail establishment or any person employed by a Class "A" or "Class A" retail establishment, to sell, dispense or give away alcohol beverages to a person whose name and photograph appears on the list of Known Habitually Intoxicated Persons. If the Alcohol Policy Administrator has provided a copy of the most current list to the licensee, at the address of the licensee as listed by the Madison City Clerk, it shall not be a defense that the licensee did not have a copy of the most current list.

(a) If a licensee has no prior convictions for violations of sub (7), and has not previously received a warning, the Madison Police Department shall formally warn the licensee that any future violations will result in issuance of a citation. The Madison Police Department shall be responsible for maintaining a list of those licensees who have received warnings under this subsection.

(8) Nothing in this section shall be construed to limit a licensee's or permitee's duties under Sec. 38.04(1), MGO.

(9) Review. The Alcohol License Review Committee shall annually review Section 32.12 to determine the efficacy of the Section in deterring alcohol consumption by habitually intoxicated persons.

(10) Sunset. Section 32.12 shall expire on July 13, 2015, unless extended by the Common Council prior to the expiration date."

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 89920

File ID:	89920	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/09/2025
File Name:	Establishing the Ad Hoc Madison LakeWay Public Art Selection Committee (District 4, District 6, District 13, and District 14)			**Final Action:**	

Title: Establishing the Ad Hoc Madison LakeWay Public Art Selection Committee (District 4, District 6, District 13, and District 14)

Notes:

Sponsors:	Satya V. Rhodes-Conway And Michael E. Verveer	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Karin Wolf	**Hearing Date:**	
Entered by:	kwolf@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/09/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Madison Arts Commission (10/15/25), Common Council (10/28/25)

Text of Legislative File 89920

Fiscal Note

Funding of $85,600 is included in the 2025 adopted Capital Budget of the Planning Division's Percent for Art Aggregate Fund (project #15043) for the public art component of the Madison LakeWay project. Additional funding privately raised by the Madison LakeWay Partners will also be used towards this project. No additional City appropriation required.

Title

Establishing the Ad Hoc Madison LakeWay Public Art Selection Committee (District 4, District 6, District 13, and District 14)

Body

WHEREAS, multiple plans adopted by the Common Council over the last twenty years, including the Public Art Framework and Field Guide for Madison, Wisconsin (2002) (the “Public Art Framework”), the Madison Cultural Plan (2013), and the Comprehensive Plan (2018),

recommend that the City integrate and fund public art as part of City capital projects as a primary way to introduce public art into the life of the community; and,

WHEREAS, the City owns the area known as the Madison LakeWay (formerly known as the Lake Monona Waterfront), which includes 1.7 miles of Lake Monona shoreline and 17 acres of lakefront property, extending from S. Blair Street on the north, counterclockwise along the Lake Monona shoreline to E. Lakeside Street on the south, and consists of all or portions of Law Park, the John Nolen Drive Causeway, and Olin Park; and,

WHEREAS, in early 2022, Madison Parks launched the Lake Monona Waterfront Design Challenge - a competition to create a visionary, inclusive, and environmentally focused master plan for the Madison LakeWay, the City's foremost public lakefront; and,

WHEREAS, in April 2024, the City approved the Design Challenge winner's master plan for the Madison LakeWay; and,

WHEREAS the Madison LakeWay has included, from its inception, the addition of public art in every phase of the development of the project as a primary way to integrate public art into the life of the City; and

WHEREAS, Madison Arts program staff will administer the public art component of the Madison LakeWay project, working closely with Parks Division staff, using funding from the Percent for Art allocation for this project approved by the Common Council on August 5, 2025 (File #88894, Enactment # RES-25-00430) as well as funds privately raised by the Madison LakeWay Partners; and,

WHEREAS, the City will issue a Request for Qualifications (RFQ) to seek qualified artist(s) to submit their statements of interest and qualifications as the first phase of the artist selection process; and,

WHEREAS the Public Art Framework requires public input and information sharing as part of all major public design projects, a broad spectrum of the community will be invited to open meetings throughout the selection process.

NOW, THEREFORE BE IT RESOLVED, that the Ad Hoc Madison LakeWay Public Art Selection Committee (the "Committee") is hereby established and shall include seven (7) members as follows:
One (1) Alder, representing District 4, 6,13, or 14 of the City of Madison,
One (1) Member or recent past member of the Madison Arts Commission
One (1) Board of Parks Commissioner or BPC President designee
Two (2) Representatives of Madison LakeWay Partners
Two (2) Public artists/Public art professionals; and

BE IT FURTHER RESOLVED, that members of the Committee shall be appointed by the mayor and confirmed by the Common Council; and

BE IT FURTHER RESOLVED, that the Committee shall review submitted proposals with support from the Planning, Purchasing, and Parks Divisions and make recommendation(s) on their preferred artist(s), design(s), infrastructure, and other aspects of the Madison LakeWay Public Art Projects to the Madison Arts Commission for approval; and,

BE IT FURTHER RESOLVED, that the Department of Planning and Community and Economic Development is hereby authorized to pay design and other related fees necessary to support this process from the Percent for Art Allocation and private funds raised for this purpose and accepted by the City; and,

BE IT FURTHER RESOLVED, that the Common Council shall review final designs and authorize the execution of contract(s) over $50,000 with the artist(s) prior to fabrication and installation; and,

BE IT FINALLY RESOLVED, that the Committee shall be dissolved upon Council approval of final design proposals.

City of Madison

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

Master

File Number: 90015

File ID:	90015	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	CSM - 3222-3238 E Washington Ave			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by Volker Development, Inc. located at 3222-3238 E Washington Avenue and 3229 Ridgeway Avenue (District 12).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	CSM Application.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/12/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Plan Commission (10/20/25), Common Council (10/28/25)					

Text of Legislative File 90015

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by Volker Development, Inc. located at 3222-3238 E Washington Avenue and 3229 Ridgeway Avenue (District 12).

Body
WHEREAS a Certified Survey Map of property owned by Volker Development, Inc. located at 3222-3238 E Washington Avenue and 3229 Ridgeway Avenue, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their

designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☐ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: _____ Representative, if any: _____

Street address: _____ City/State/Zip: _____

Telephone: _____ Email: _____

Firm Preparing Survey: _____ Contact: _____

Street address: _____ City/State/Zip: _____

Telephone: _____ Email: [redacted] _____

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☐ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: _____

Tax Parcel Number(s): _____

Zoning District(s) of Proposed Lots: _____ School District: _____

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____

Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential			
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

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City of Madison
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Name of Property Owner: _____ Representative, if any: _____

Street address: _____ City/State/Zip: _____

Telephone: _____ Email: _____

Firm Preparing Survey: _____ Contact: _____

Street address: _____ City/State/Zip: _____

Telephone: _____ Email: [redacted] _____

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☐ Survey Firm

4. Property Information for Properties Located within Madison City Limits

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Parcel Addresses (note town if located outside City): _____

Date of Approval by Dane County: _____ Date of Approval by Town: _____

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Residential			
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

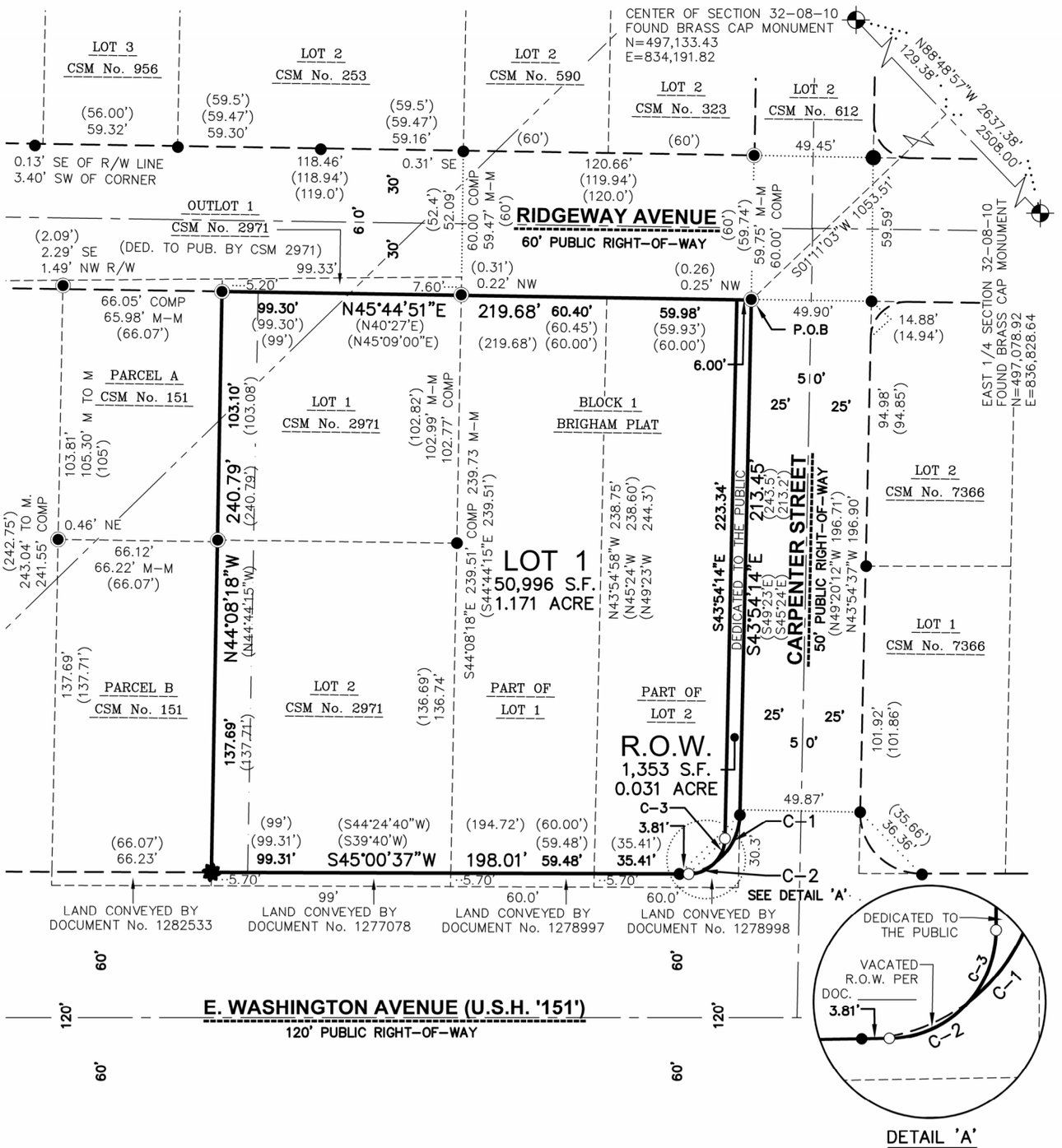
Applicant's Printed Name: Travis Fauchald Signature: Travis Fauchald

Date: 9/9/2025 Interest In Property On This Date: Developer

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 1 & 2, BLOCK 1, BRIGHAM PLAT, RECORDED IN VOLUME 2, ON PAGE 8A, AS DOCUMENT No. 439757 AND LOTS 1 & 2, CERTIFIED SURVEY MAP No. 2971, RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS, ON PAGE 382–383, AS DOCUMENT No. 1592723, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.



DETAIL 'A'

LEGEND

- GOVERNMENT CORNER
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- 1" IRON PIPE FOUND
- 1–1/4" REBAR FOUND
- 3/4" REBAR FOUND
- COTTON SPINDLE FOUND
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT–OF–WAY LINE
- PLATTED LOT LINE
- SECTION LINE

NOTES

1. FIELD WORK PERFORMED ON DECEMBER 2, 3, 5, 6, AND 11, 2024 AND JANUARY 2 AND 13, 2025.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY (NAD83 2011). THE NORTH LINE IF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, RECORDED AS N88°48'57"W.
3. SEE SHEET 2 FOR EXISTING IMPROVEMENTS, SHEET 3 FOR EXISTING EASEMENTS, SHEET 4 FOR NEW EASEMENTS AND SHEET 6 FOR CURVE TABLE.

north

0 30' 60'
SCALE: 1" = 60'

WISCONSIN
TODD J. BUHR
S–2614
DEFOREST, WI
LAND SURVEYOR

SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
507 W. VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
VOLKER
DEVELOPMENT, INC.
464 S. HICKORY ST. STE. C
FOND DU LAC, WI 54935

PROJECT NO:	24–14265	SURVEYED BY:	RAC
FIELDBOOK/PG:	–	DRAWN BY:	CMD
SHEET NO:	1 OF 8		

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

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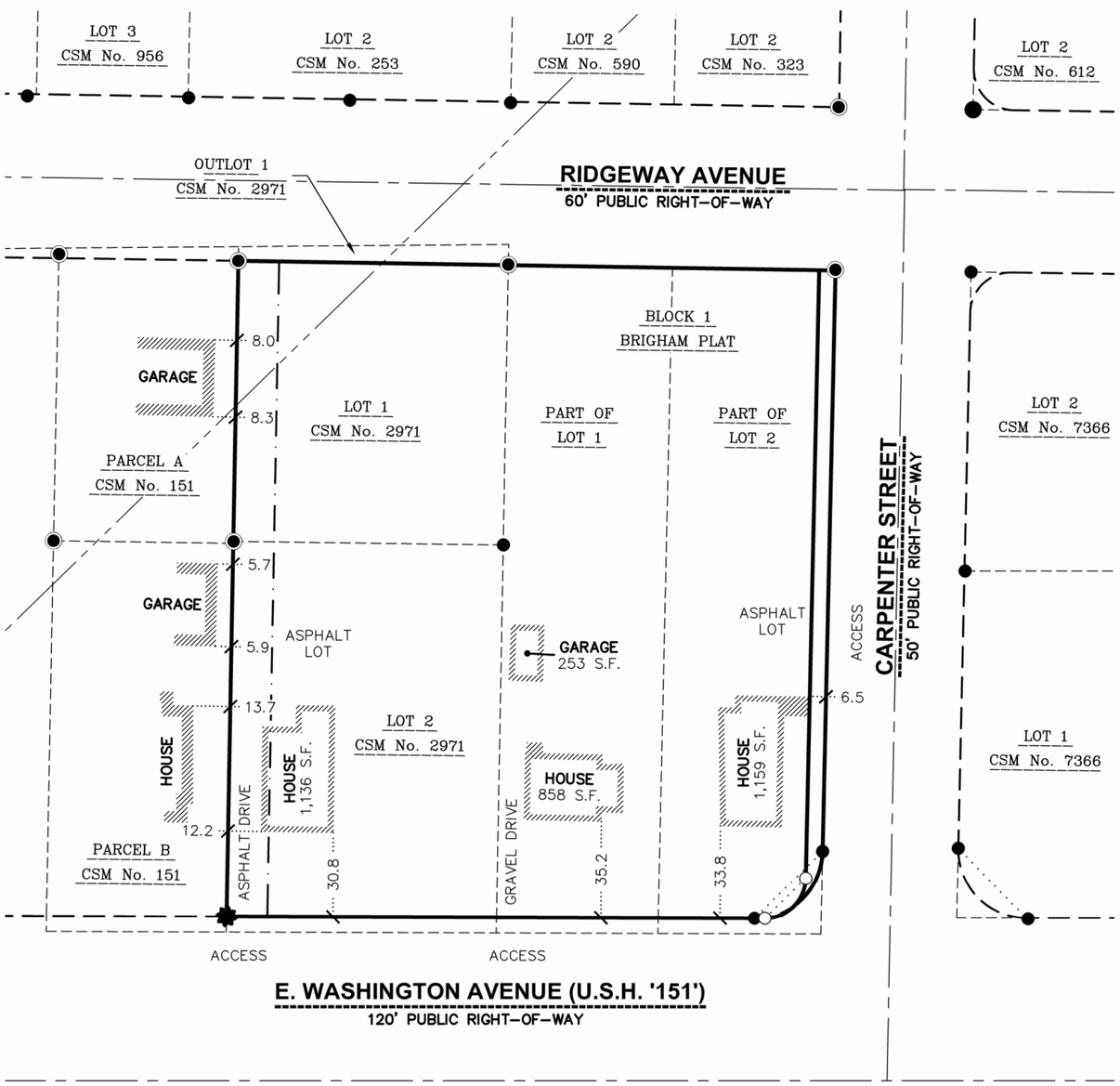
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PRELIMINARY

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PART OF LOTS 1 & 2, BLOCK 1, BRIGHAM PLAT, RECORDED IN VOLUME 2, ON PAGE 8A, AS DOCUMENT No. 439757 AND LOTS 1 & 2, CERTIFIED SURVEY MAP No. 2971, RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS, ON PAGE 382–383, AS DOCUMENT No. 1592723, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

EXISTING IMPROVEMENTS



LEGEND

- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- 1" IRON PIPE FOUND
- 1-1/4" REBAR FOUND
- 3/4" REBAR FOUND
- COTTON SPINDLE FOUND
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- BUILDING
- EDGE OF PAVEMENT

NOTE

BUILDINGS TO BE RAZED.

0 30 60

SCALE: 1"=60'

north

WISCONSIN
TODD J. BUHR
S-2614
DEFOREST, WI
LAND SURVEYOR

SURVEYED BY:	SURVEYED FOR:		
JSD MADISON REGIONAL OFFICE 507 W. VERONA AVENUE, SUITE 500 VERONA, WISCONSIN 53593 P. 608.848.5060	VOLKER DEVELOPMENT, INC. 464 S. HICKORY ST. STE. C FOND DU LAC, WI 54935	PROJECT NO: 24-14265 FIELDBOOK/PG: - SHEET NO: 2 OF 8	SURVEYED BY: RAC DRAWN BY: CMD

VOL. _____ PAGE _____

DOC. NO. _____

C.S.M. NO. _____

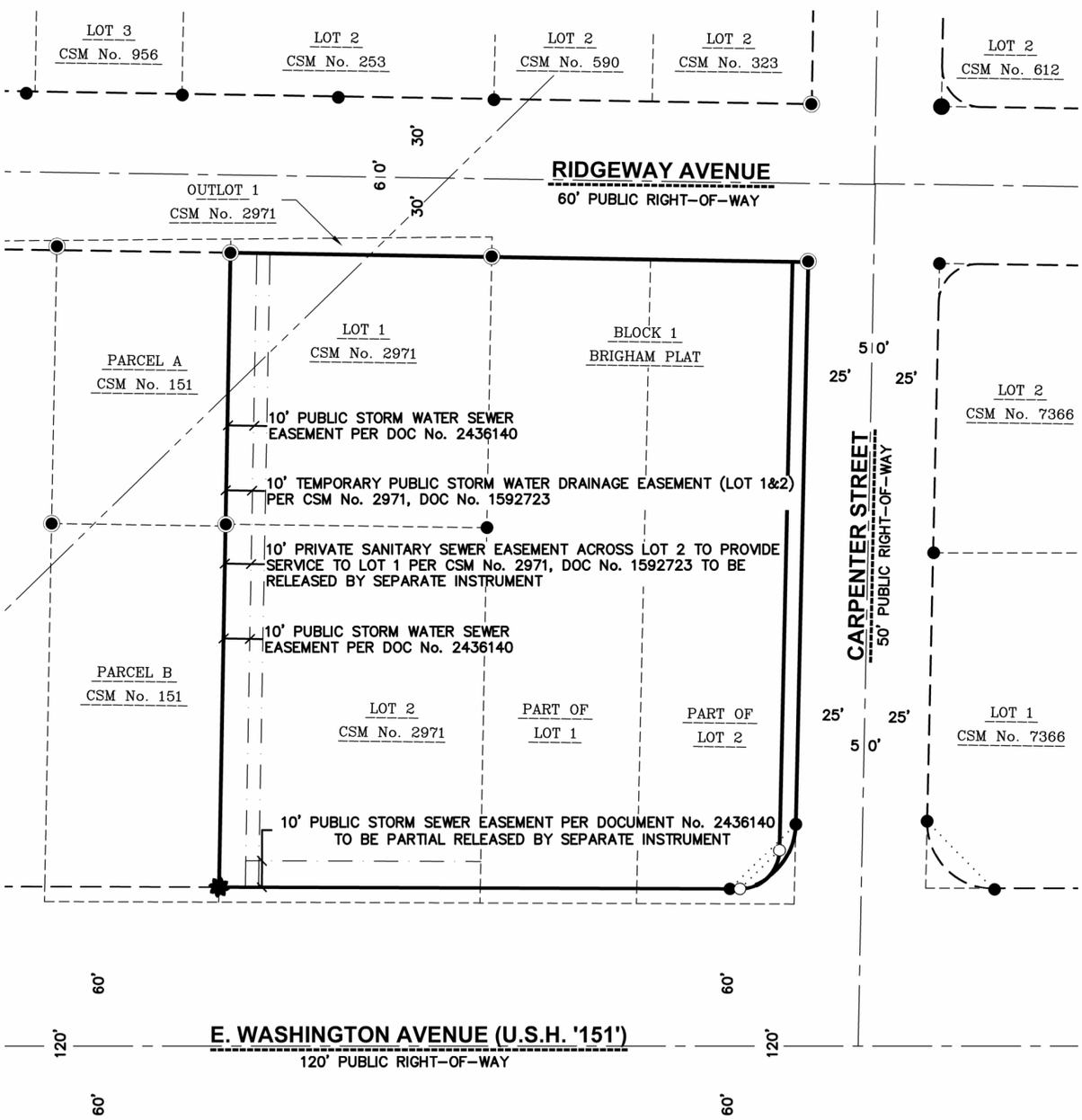
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PRELIMINARY

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EXISTING EASEMENTS



LEGEND

- ○ 3/4" x 24" REBAR SET (1.50 LBS/LF)
- ◉ 1" IRON PIPE FOUND
- ● 1–1/4" REBAR FOUND
- ● 3/4" REBAR FOUND
- ✸ COTTON SPINDLE FOUND
- ——— PLAT BOUNDARY
- ····· CHORD LINE
- —— – —— CENTERLINE
- — — — — RIGHT–OF–WAY LINE
- — — — — PLATTED LOT LINE
- —— - - —— SECTION LINE
- —— · —— · —— EXISTING EASEMENT LINE

0 30 60
SCALE: 1"=60'

north

WISCONSIN
TODD J. BUHR
S–2614
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LAND SURVEYOR

SURVEYED BY:
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MADISON REGIONAL OFFICE
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PROJECT NO:	24–14265	SURVEYED BY:	RAC
FIELDBOOK/PG:	–	DRAWN BY:	CMD
SHEET NO:	3 OF 8		

VOL. _____ PAGE _____
DOC. NO. _____
C.S.M. NO. _____

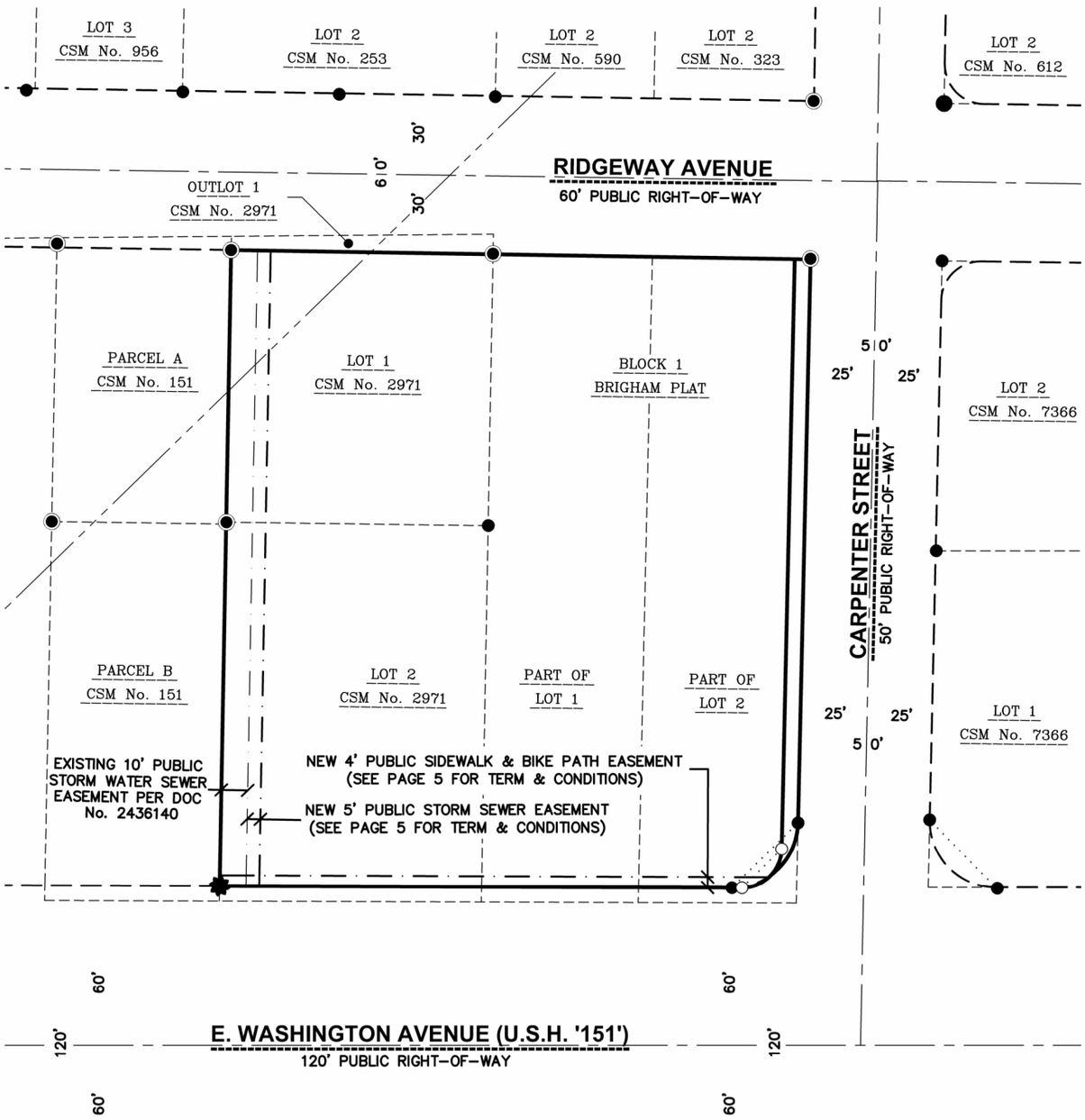
1269 : \\JSDINC\projects2\2024\2414265\DWG\Survey\2414265 P–CSM.dwg Layout: Sheet 3 User: colton.darwin Plotted: Aug 25, 2025 – 4:02pm

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NEW EASEMENTS



LEGEND

- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- 1" IRON PIPE FOUND
- 1–1/4" REBAR FOUND
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- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT–OF–WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE

NOTE

SEE SHEET 5 FOR EASEMENT TERMS AND CONDITIONS

0 30 60

SCALE: 1"=60'

north

WISCONSIN
TODD J. BUHR
S–2614
DEFOREST, WI
LAND SURVEYOR

SURVEYED BY:	SURVEYED FOR:		
JSD MADISON REGIONAL OFFICE 507 W. VERONA AVENUE, SUITE 500 VERONA, WISCONSIN 53593 P. 608.848.5060	VOLKER DEVELOPMENT, INC. 464 S. HICKORY ST. STE. C FOND DU LAC, WI 54935	PROJECT NO: 24–14265 FIELDBOOK/PG: – SHEET NO: 4 OF 8	SURVEYED BY: RAC DRAWN BY: CMD

VOL. _____ PAGE _____

DOC. NO. _____

C.S.M. NO. _____

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PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 1 & 2, BLOCK 1, BRIGHAM PLAT, RECORDED IN VOLUME 2, ON PAGE 8A, AS DOCUMENT No. 439757 AND LOTS 1 & 2, CERTIFIED SURVEY MAP No. 2971, RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS, ON PAGE 382–383, AS DOCUMENT No. 1592723, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

PUBLIC STORM SEWER EASEMENT:

CREATION OF EASEMENT RIGHTS: A PERMANENT EASEMENT OVER, ACROSS A PORTION OF THE PROPERTY (THE "EASEMENT AREA") IS ESTABLISHED, MEMORIALIZED, RESERVED BY, GRANTED, CONVEYED, TRANSFERRED AND ASSIGNED TO CITY OF MADISON FOR THE USES AND PURPOSES HEREINAFTER SET FORTH. THE EASEMENT AREA MAY BE USED BY CITY OF MADISON FOR PUBLIC STORM WATER MANAGEMENT AND UNDERGROUND STORM SEWER PURPOSES. CITY OF MADISON AND ITS EMPLOYEES, AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE AND RECONSTRUCT THE STORM WATER MANAGEMENT AND STORM SEWER FACILITIES WITHIN THE EASEMENT AREA. CITY OF MADISON SHALL HAVE THE FURTHER RIGHT OF INGRESS AND EGRESS TO AND FROM THE EASEMENT AREA IN ORDER TO EXERCISE ITS RIGHTS AND PRIVILEGES HEREUNDER, AND TO CUT AND REMOVE TREES, VEGETATION AND OTHER IMPEDIMENTS IN THE EASEMENT AREA WHICH MAY OBSTRUCT OR INTERFERE WITH THE ACTUAL OR POTENTIAL USE OF THE EASEMENT AREA FOR THE FOREGOING PURPOSES.

PROPERTY RESTORATION: THE OWNER OF ANY PROPERTY SUBJECT TO THE EASEMENT SET FORTH HEREIN SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY PAVEMENT, CONCRETE, LANDSCAPING, PRIVATE SITE IMPROVEMENTS, RETAINING WALLS OR TURF LOCATED WITHIN THE EASEMENT AREA AND/OR PROPERTY THAT ARE DAMAGED OR REMOVED AS A RESULT OF THE USE OF THE EASEMENT AREA BY OR ON BEHALF OF THE CITY OF MADISON AS PROVIDED HEREIN. FOLLOWING COMPLETION OF ANY EXCAVATION WORK, THE CITY OF MADISON SHALL PROMPTLY RESTORE THE AREA AFFECTED BY THE WORK TO AN APPROPRIATE GRADE WITH CRUSHED STONE OR TURF FOR PROPER DRAINAGE UNTIL SUCH TIME OWNER REPAIRS AND/OR REPLACES THE PRIVATE IMPROVEMENTS DAMAGED OR REMOVED DURING THE USE OF THE EASEMENT AREA BY OR ON BEHALF OF THE CITY OF MADISON AS PROVIDED HEREIN.

LIMITATIONS ON USE OF EASEMENT AREA: THE OWNER OF THE PROPERTY SHALL HAVE THE RIGHT TO USE THE EASEMENT AREA FOR ANY PURPOSE, PROVIDED SUCH USE SHALL NOT INTERFERE WITH THE EASEMENT RIGHTS OF THE CITY OF MADISON HEREUNDER. NO BUILDINGS OR STRUCTURES OR FENCES UNRELATED TO THE STORM SEWER FACILITIES SHALL BE CONSTRUCTED IN AND NO GRADE CHANGE SHALL BE MADE TO THE EASEMENT AREA WITHOUT THE WRITTEN CONSENT OF THE CITY OF MADISON'S ENGINEERING DIVISION CITY ENGINEER.

BINDING EFFECT: THIS EASEMENT SHALL RUN WITH THE LAND DESCRIBED HEREIN AND SHALL BE BINDING UPON THE OWNERS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

RELEASE OF RIGHTS TO EASEMENTS CREATED BY PLAT: ANY RELEASE OF RIGHTS THAT WERE PLACED ON PLATTED LAND WHICH WAS REQUIRED BY A PUBLIC BODY OR WHICH NAMES A PUBLIC BODY OR PUBLIC UTILITY AS GRANTEE SHALL BE RELEASED BY RECORDING A SEPARATE EASEMENT RELEASE DOCUMENT WITH THE DANE COUNTY REGISTER OF DEEDS IN ACCORDANCE WITH SS236.293.

PUBLIC SIDEWALK AND BIKE PATH EASEMENTS:

CREATION OF EASEMENT RIGHTS: A PERMANENT EASEMENT OVER, ACROSS A PORTION OF THE PROPERTY (THE "EASEMENT AREA") IS ESTABLISHED, MEMORIALIZED, RESERVED BY, GRANTED, CONVEYED, TRANSFERRED AND ASSIGNED TO THE CITY OF MADISON FOR THE USES AND PURPOSES HEREINAFTER SET FORTH. THE EASEMENT AREA MAY BE USED BY THE CITY OF MADISON FOR PUBLIC SIDEWALK AND BIKE PATH PURPOSES. CITY OF MADISON AND ITS EMPLOYEES, AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE AND RECONSTRUCT THE PUBLIC SIDEWALK AND BIKE PATH WITHIN THE EASEMENT AREA. CITY OF MADISON SHALL HAVE THE FURTHER RIGHT OF INGRESS AND EGRESS TO AND FROM THE EASEMENT AREA IN ORDER TO EXERCISE ITS RIGHTS AND PRIVILEGES HEREUNDER, AND TO CUT AND REMOVE TREES, VEGETATION AND OTHER IMPEDIMENTS IN THE EASEMENT AREA WHICH MAY OBSTRUCT OR INTERFERE WITH THE ACTUAL OR POTENTIAL USE OF THE EASEMENT AREA FOR THE FOREGOING PURPOSES.

PROPERTY RESTORATION: CITY OF MADISON SHALL REPAIR ANY DAMAGE CAUSED TO ANY PAVEMENT, CONCRETE OR TURF LOCATED WITHIN THE EASEMENT AREA AND/OR THE PROPERTY AS A RESULT OF THE USE OF THE EASEMENT AREA BY OR ON BEHALF OF THE CITY OF MADISON AS PROVIDED HEREIN. FOLLOWING COMPLETION OF ANY EXCAVATION WORK, CITY OF MADISON SHALL PROMPTLY RESTORE THE AREA AFFECTED BY THE WORK TO THE ORIGINAL GRADE AND SURFACE CONDITION INCLUDING THE REPAIR OR REPLACEMENT OF PAVEMENT, CONCRETE AND TURF.

LIMITATIONS ON USE OF EASEMENT AREA: THE OWNER OF THE PROPERTY SHALL HAVE THE RIGHT TO USE THE EASEMENT AREA FOR ANY PURPOSE, PROVIDED SUCH USE SHALL NOT INTERFERE WITH THE EASEMENT RIGHTS OF THE CITY OF MADISON HEREUNDER. NO BUILDINGS OR STRUCTURES OR FENCES UNRELATED TO THE PUBLIC USE SHALL BE CONSTRUCTED IN AND NO GRADE CHANGE SHALL BE MADE TO THE EASEMENT AREA WITHOUT THE WRITTEN CONSENT OF THE CITY OF MADISON'S ENGINEERING DIVISION CITY ENGINEER.

BINDING EFFECT: THIS EASEMENT SHALL RUN WITH THE LAND DESCRIBED HEREIN AND SHALL BE BINDING UPON THE OWNERS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.

RELEASE OF RIGHTS TO EASEMENTS CREATED BY PLAT: ANY RELEASE OF RIGHTS THAT WERE PLACED ON PLATTED LAND WHICH WAS REQUIRED BY A PUBLIC BODY OR WHICH NAMES A PUBLIC BODY OR PUBLIC UTILITY AS GRANTEE SHALL BE RELEASED BY RECORDING A SEPARATE EASEMENT RELEASE DOCUMENT WITH THE DANE COUNTY REGISTER OF DEEDS IN ACCORDANCE WITH SS236.293.

SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
507 W. VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
VOLKER
DEVELOPMENT, INC.
464 S. HICKORY ST. STE. C
FOND DU LAC, WI 54935

PROJECT NO:	24–14265	SURVEYED BY:	RAC
FIELDBOOK/PG:	–	DRAWN BY:	CMD
SHEET NO:	5 OF 8		

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PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF LOTS 1 & 2, BLOCK 1, BRIGHAM PLAT, RECORDED IN VOLUME 2, ON PAGE 8A, AS DOCUMENT No. 439757 AND LOTS 1 & 2, CERTIFIED SURVEY MAP No. 2971, RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS, ON PAGE 382–383, AS DOCUMENT No. 1592723, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN.

LEGAL DESCRIPTION

PART OF LOTS 1 & 2, BLOCK 1, BRIGHAM PLAT, RECORDED IN VOLUME 2, ON PAGE 8A, AS DOCUMENT No. 439757 AND LOTS 1 & 2, CERTIFIED SURVEY MAP No. 2971, RECORDED IN VOLUME 11 OF CERTIFIED SURVEY MAPS, ON PAGE 382–383, AS DOCUMENT No. 1592723, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 32, AFORESAID;
THENCE N88°48'57"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 2508.00 FEET;
THENCE S01°11'03"W 1053.51 FEET TO THE NORTHERLY CORNER OF SAID LOT 2, BRIGHAM PLAT, ALSO BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIDGEWAY AVENUE AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF CARPENTER STREET AND THE POINT OF BEGINNING;
THENCE S43°54'14"E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 213.45 FEET TO A POINT OF CURVATURE;
THENCE A CURVE TO THE RIGHT 22.74 FEET, HAVING A RADIUS OF 25.00 FEET WHOSE CHORD BEARS S17°50'42"E, 21.96 FEET;
THENCE A CURVE TO THE RIGHT 12.59 FEET, HAVING A RADIUS OF 15.00 FEET WHOSE CHORD BEARS S20°57'53"W, 12.22 FEET;
THENCE S45°00'37"E ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF E. WASHINGTON AVENUE, 198.01 FEET TO THE WESTERLY CORNER OF PARCEL B, CSM No 151;
THENCE N44°08'18"W ALONG THE NORTHWESTERLY LINE OF PARCEL A AND B OF SAID CSM 151, 240.79 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIDGEWAY AVENUE;
THENCE S45°44'51"E ALONG SAID RIGHT OF WAY LINE, 219.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 54,349 SQUARE FEET OR 1.202 ACRES INCLUDING DEDICATED RIGHT OF WAY AND 50.996 SQUARE FEET OF 1.171 EXCLUDING DEDICATED RIGHT OF WAY.

SURVEYOR'S CERTIFICATE

I, TODD J. BUHR, PROFESSIONAL LAND SURVEYOR S–2614, DO HEREBY CERTIFY THAT BY DIRECTION OF [CLIENT], I HAVE SURVEYED, DIVIDED AND MAPPED, THE LANDS DESCRIBED HEREON, AND THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF, IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF MADISON, DANE COUNTY, WISCONSIN.

WISCONSIN
TODD J. BUHR S–2614 DEFOREST, WI
LAND SURVEYOR

_____ _____
TODD J. BUHR, S–2614 DATE
PROFESSIONAL LAND SURVEYOR

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C–1	22.74'	25.00'	52°07'05"	21.96'	S17°50'42"E
C–2	12.59'	15.00'	48°05'27"	12.22'	S20°57'53"W
C–3	10.69'	15.00'	40°49'24"	10.46'	S23°29'32"E

SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
507 W. VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
VOLKER
DEVELOPMENT, INC.
464 S. HICKORY ST. STE. C
FOND DU LAC, WI 54935

PROJECT NO: 24–14265
FIELDBOOK/PG: –
SHEET NO: 6 OF 8

SURVEYED BY: RAC
DRAWN BY: CMD

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DOC. NO. _____
C.S.M. NO. _____

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PRELIMINARY

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CORPORATE OWNER'S CERTIFICATE

VOLKER DEVELOPMENT, INC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF MADISON FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID VOLKER DEVELOPMENT, INC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2025.

VOLKER DEVELOPMENT, INC

_____

_____, MANAGING MEMBER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 2025, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED VOLKER DEVELOPMENT, INC TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

_____ _____

NOTARY PUBLIC, DANE COUNTY, WISCONSIN MY COMMISSION EXPIRES

CONSENT OF CORPORATE MORTGAGEE

[BANK NAME], A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF TODD J. BUHR, WISCONSIN PROFESSIONAL LAND SURVEYOR, S–2614, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF VOLKER DEVELOPMENT, INC, OWNER.

WITNESS THE HAND AND SEAL OF [BANK NAME], MORTGAGEE, THIS _____ DAY OF _____ , 2025.

_____

_____, VICE PRESIDENT

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ , 2025, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED [_____] TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

_____ _____

NOTARY PUBLIC, DANE COUNTY, WISCONSIN MY COMMISSION EXPIRES



SURVEYED BY:
JSD
MADISON REGIONAL OFFICE
507 W. VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:
VOLKER
DEVELOPMENT, INC.
464 S. HICKORY ST. STE. C
FOND DU LAC, WI 54935

PROJECT NO: 24–14265
FIELDBOOK/PG: –
SHEET NO: 7 OF 8

SURVEYED BY: RAC
DRAWN BY: CMD

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C.S.M. NO. _____

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CITY OF MADISON PLAN COMMISSION APPROVAL

APPROVED FOR RECORDING PER CITY OF MADISON PLAN COMMISSION ACTION OF _____ ,2025.

_____ _____

MATTHEW WACHTER, SECRETARY
CITY OF MADISON PLAN COMMISSION

DATE

CITY OF MADISON COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF MADISON WAS HEREBY APPROVED BY ENACTMENT NUMBER _____ , FILE ID NUMBER _____ , ADOPTED ON THE _____ DAY OF _____ , 2025, AND THAT SAID ENACTMENT FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS DEDICATED AND RIGHTS CONVEYED BY SAID CERTIFIED SURVEY MAP TO THE CITY OF MADISON FOR PUBLIC USE.

DATED THIS _____ DAY OF _____ , 2025

_____

MICHAEL HAAS, ACTING CITY CLERK
CITY OF MADISON

WISCONSIN
TODD J. BUHR S–2614 DEFOREST, WI
LAND SURVEYOR

OFFICE OF THE REGISTER OF DEEDS

_____ COUNTY, WISCONSIN

RECEIVED FOR RECORD_____,

20___ AT_____O'CLOCK____M

AS DOCUMENT #_____

IN VOL. _____OF CERTIFIED

SURVEY MAPS ON PAGE(S)_____

_____

REGISTER OF DEEDS

SURVEYED BY:	SURVEYED FOR:	PROJECT NO: 24–14265	SURVEYED BY: RAC
JSD	VOLKER	FB/PG: –	DRAWN BY: CMD
MADISON REGIONAL OFFICE 507 W. VERONA AVENUE, SUITE 500 VERONA, WISCONSIN 53593 P. 608.848.5060	DEVELOPMENT, INC. 464 S. HICKORY ST. S. C FOND DU LAC, WI 54935	SHEET NO: 8 OF 8	

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City of Madison

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

Master

File Number: 90017

File ID:	90017	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	CSM - 4506-4514 Verona Rd			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by RE Supper Club, LLC and Daniel R. and Heidi L. Finke located at 4506-4514 Verona Road (District 10).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	CSM Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/12/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Common Council (10/28/25)

Text of Legislative File 90017

Title
Approving a Certified Survey Map of property owned by RE Supper Club, LLC and Daniel R. and Heidi L. Finke located at 4506-4514 Verona Road (District 10).

Body
WHEREAS a Certified Survey Map of property owned by RE Supper Club, LLC and Daniel R. and Heidi L. Finke located at 4506-4514 Verona Road, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison 8/26/25 11:50 a.m.
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: _____ Representative, if any: _____

Street address: _____ City/State/Zip: _____

Telephone: _____ Email: _____

Firm Preparing Survey: The Sigma Group Contact: Christopher Carr

Street address: 1300 W Canal Street City/State/Zip: Milwaukee, WI 53233

Telephone: 414-643-4163 Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☐ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: _____

Tax Parcel Number(s): _____

Zoning District(s) of Proposed Lots: _____ School District: _____

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____

Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential			
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS			

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: _____ Signature: _____

Date: _____ Interest In Property On This Date: _____

August 22, 2025

Ms. Meagan Tuttle
Director, Planning Division
City of Madison Department of Planning & Community & Economic Development
215 Martin Luther King Jr. Blvd., Ste 017
Madison, Wisconsin 53703

Re: Letter of Intent – Site Plan Review Submittal
4506 and 4514 Verona Road
KBA Project #2512

Ms. Meagan Tuttle:

The following is submitted together with the plans and application for the staff and Plan Commission's consideration of approval.

Organizational Structure:

Owner:
Lincoln Avenue Capital
401 Wilshire Blvd. 11th Floor
Santa Monica, CA 90401
(608) 999-4450
Contact: Kevin McDonell
Email: kevin@lincolnavecap.com

Architect:
Knothe & Bruce Architects, LLC
8401 Greenway Blvd., Ste 900
Middleton, WI 53562
(608) 836-3690
Contact: Kevin Burow
Email: kburow@knothebruce.com

Engineer:
The Sigma Group Inc.
3510 Parmenter St, Ste 100
Middleton, WI 53562
(414) 643-4163
Contact: Christopher Carr
Email: ccarr@thesigmagroup.com

Landscape Design:
The Sigma Group Inc.
1300 W. Canal Street
Milwaukee, WI 53233
(414) 643-4200
Contact: Rosheen Styczinski
Email: rosheen@newedenlandscape.com

Introduction:
This proposed multi-use residential development involves the redevelopment of 4506 and 4514 Verona Road located on the frontage road at the corner of Verona Road and the Beltline. Located on the west side of Madison, the site is currently occupied by a former restaurant turned-office space and an auto service business. This application requests permission for the removal of the existing buildings for the development of a new 5-story mixed-use building. The development will include 93 apartment units, underground parking, and a community service facility. The site is currently zoned CC and will remain CC zoning for the proposed redevelopment.

Project Description:
The proposed project is a 5-story mixed-use development consisting of 93 dwelling units, ranging from one-bedroom to three-bedroom units. It also includes a community service facility located in the east corner of the first floor within the building.

The site is adjacent to commercial retail, giving an urban context. The building maximizes the use of the parcel, providing much-needed housing in a transportation-rich location. The building's urban form stands proudly in a high-visibility location. The interior courtyard for residents' use is located in a protected courtyard facing away from the beltline traffic. The courtyard will provide residents a comfortable space for social gatherings and relaxation. Landscaping is placed to provide a visual buffer from the street level and soften the base of the building.

The primary materials are a combination of light-toned composite siding with muted red accent panels. Grey brick masonry anchors the building to the site with masonry corner elements. The architectural articulation provides differentiation across the building with material variety as well as a stepped-back fifth floor on the Southern corner.

Parking is provided at the basement level within the building and both this and the surface parking are accessed from the frontage road on the east side of the building. The site is also immediately adjacent to a public transit stop, allowing for easy access to many areas of the City.

City and Neighborhood Input:
We have met with the City on several occasions for this proposed development including a DAT meeting on March 13, 2025. We have also had discussions with the Alder of this District. This input has helped shape this proposed development.

Conditional Use Approvals:
The proposed development requires a conditional use to allow for a mixed-use building with more than 60 units. The proposed building's size, scale and use are consistent with the standards of the CC zoning district.

Site Development Data:

Densities:	
Lot Area	48,489 S.F. / 1.12 acres
Dwelling Units	93 D.U.
Lot Area / D.U.	521 S.F. / D.U.
Density	83 Units / Acre
Lot Coverage	37,205 S.F. / 75%
Building Height:	5 Stories / 59'-6"
Commercial Area:	324 S.F.

Dwelling Unit Mix:

One Bedroom	45
Two Bedroom	23
Three Bedroom	25
Total	93 D.U.

Vehicle Parking:	
Underground	76 (Including 2 ADA)
Surface parking lot	13 (Including 1 ADA)
Total	89 vehicle stalls

Bicycle Parking:	
Garage Wall-Mount	61
Garage Floor-Mount	24
First Floor Floor-Mount	21
Commercial /Guests Surface	12
Total	118 bike stalls

Items that changed from the Land Use Submittal to the Site Plan Review Submittal:

- Green Roof removed due to meeting stormwater requirements
- Added a Playroom on the first floor
- Defined the Office, Mail, Lobby and Janitor areas on first floor
- Removed some Mechanical space on first floor
- Swapped the location of the Community Service and Exercise rooms
- Added a Move-in Lobby to the northeast elevation
- Reconfigured the tenant storage areas
- Relocated elevator shaft to be near Move-in Lobby
- Windows relocated based on final floor plan layout
- Garage door and man-door orientation swapped for ease of pedestrian access

Project Schedule:
It is anticipated that construction will start in the spring of 2026 and be completed in 2027.

Thank you for your time and consideration of our proposal.

Sincerely,

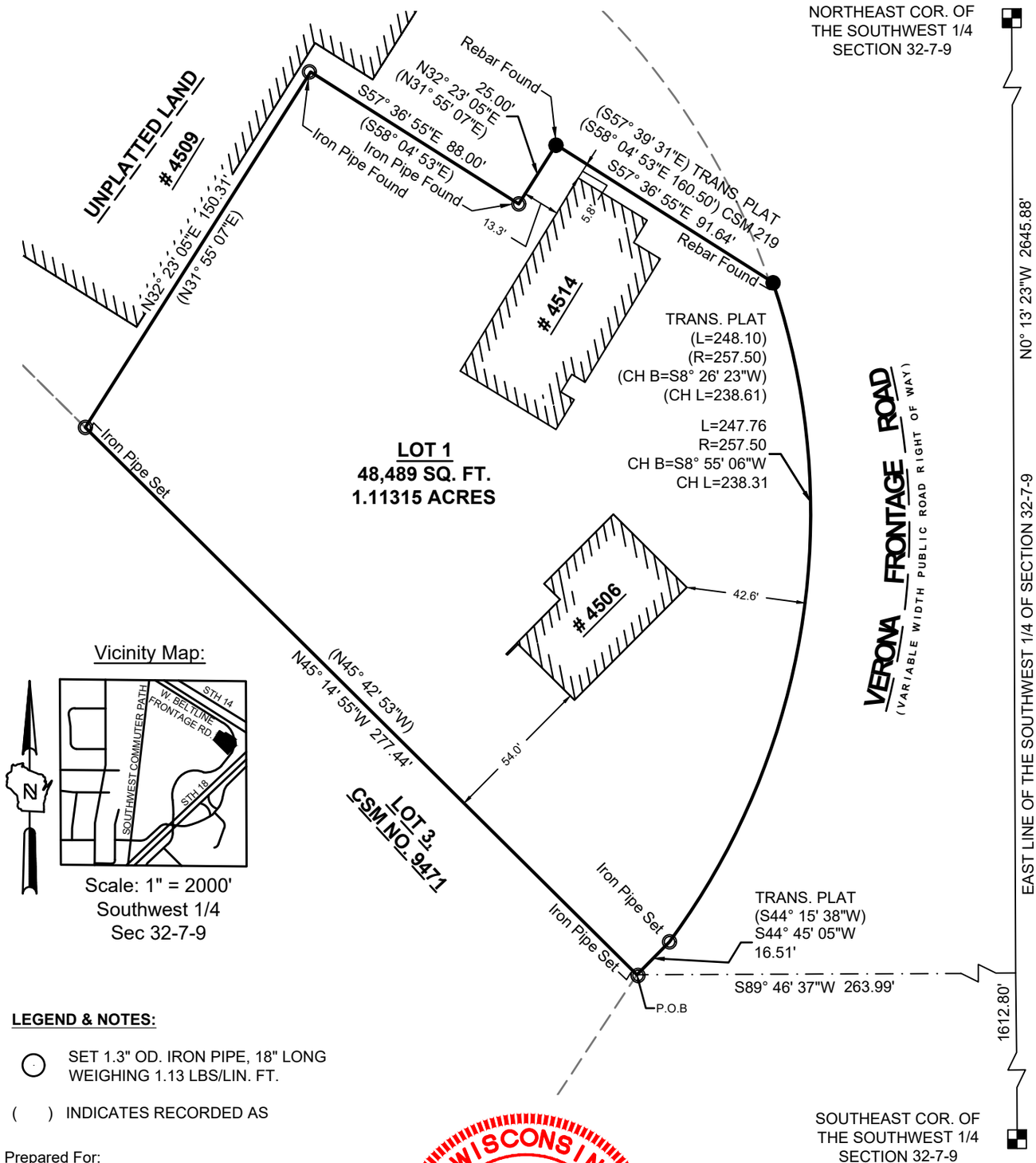


Kevin Burow, AIA, NCARB, LEED AP
Managing Member

CERTIFIED SURVEY MAP NO._____

LOTS ONE (1) AND TWO (2) OF CERTIFIED SURVEY MAP 219 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN ON FEBRUARY 28, 1966 IN VOLUME 1 OF CERTIFIED SURVEY MAPS, PAGE 219 AS DOCUMENT NO. 1155001, SAID CERTIFIED SURVEY MAP BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 9 EAST, IN THE CITY OF MADISON, DANE COUNTY, STATE OF WISCONSIN. EXCEPTING FROM THEREFROM THAT PART OF LAND CONVEYED IN A WARRANTY DEED RECORDED APRIL 15, 2013 AS DOCUMENT NO. 4978751

ADDRESSES: 4506 AND 4514 VERONA ROAD
PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4



Vicinity Map:

Scale: 1" = 2000'
Southwest 1/4
Sec 32-7-9

LEGEND & NOTES:

○ SET 1.3" OD. IRON PIPE, 18" LONG WEIGHING 1.13 LBS/LIN. FT.

( ) INDICATES RECORDED AS

BEARING REFERENCE:
WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WITH THE EAST LINE OF THE SW 1/4 OF SEC. 32-7-9, ASSUMED TO BEAR N00°13'23"W.

GRAPHIC SCALE

0 50' 100'

Prepared For:
Daniel R. and Heidi L. Finke
and/or
RE Super Club, LLC.
4506 and 4514 Verona Road
Madison, WI 53711

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

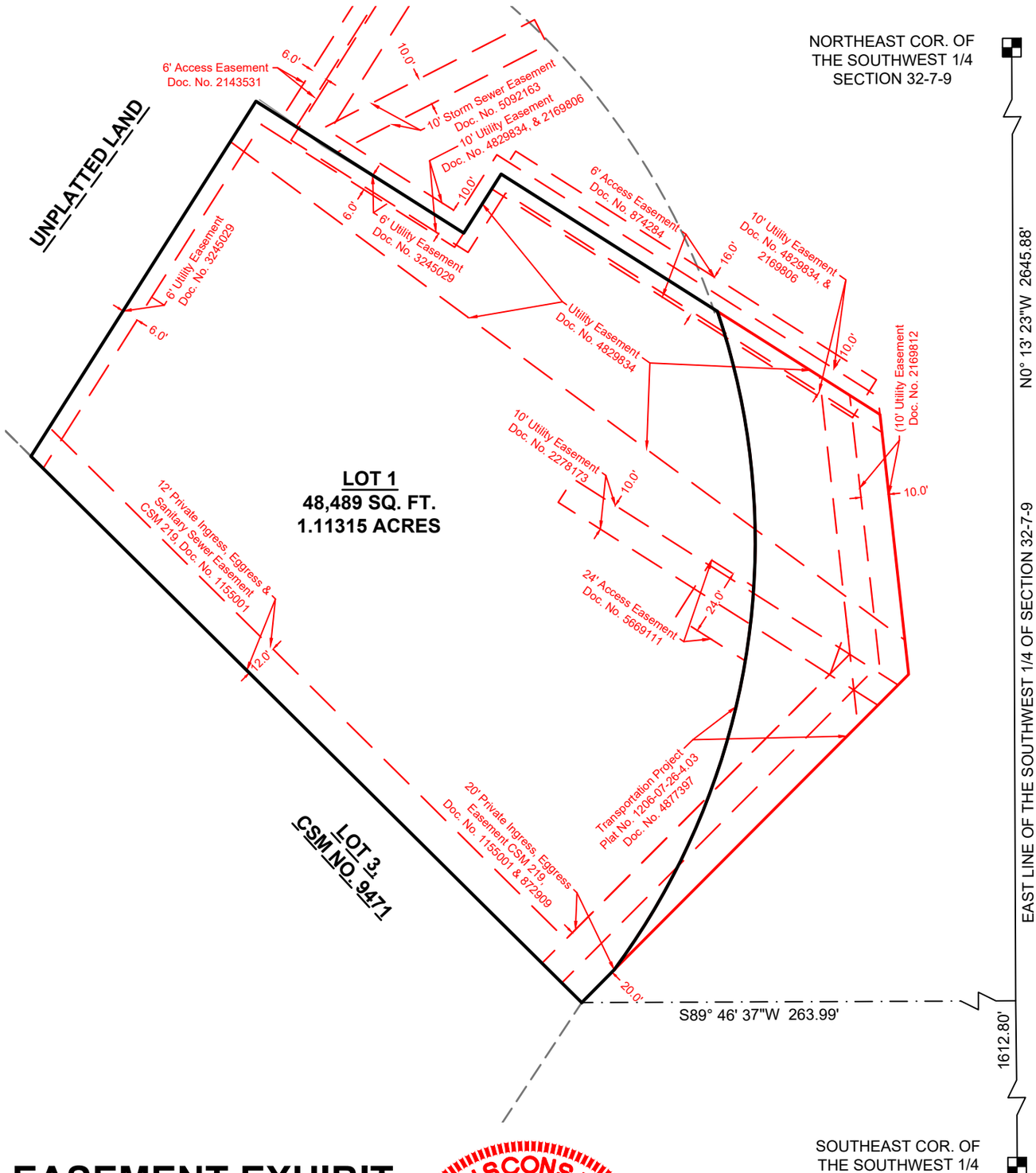
WISCONSIN
KEVIN A. SLOTTKE
S-2508
MILWAUKEE, WI
LAND SURVEYOR

PROJECT NUMBER 23909 - DRAFTED BY KMA 4-3-2025

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PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4



EASEMENT EXHIBIT

EASEMENTS SHOWN PER ALTA SURVEY
DATED MARCH 22, 2025

BEARING REFERENCE:
WISCONSIN COUNTY REFERENCE SYSTEM, WITH THE EAST LINE OF THE SW 1/4 OF SEC. 32-7-9, ASSUMED TO BEAR N00°13'23"W.

GRAPHIC SCALE
0 50' 100'

WISCONSIN
KEVIN A. SLOTTKE
S-2506
MILWAUKEE, WI
LAND SURVEYOR

THE SIGMA GROUP
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Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

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ADDRESSES: 4506 AND 4514 VERONA ROAD
PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4

LEGAL DESCRIPTION

Lots One (1) and Two (2) of Certified Survey Map 219 Recorded in the Office of the Register of Deeds for Dane County, Wisconsin on February 28, 1966 in Volume 1 of Certified Survey Maps, Page 219 as Document No. 1155001, said Certified Survey Map being a part of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 7 North, Range 9 East, in the City of Madison, Dane County, State of Wisconsin. EXCEPTING from therefrom that part of land conveyed in a Warranty Deed Recorded April 15, 2013 as Document No. 4978751. Described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 32; thence North 00°13'23" West along the East Line of the Southwest 1/4, 1612.80 feet to a point; thence South 89°46'37" West, 263.99 feet to the West Right-of-Way line of Verona Frontage Road, said point being the point of beginning; thence North 45°14'55" West along the North line of Certified Survey Map Number 9471, and the west line of CSM 219, 277.44 feet to a point; thence North 32°23'05" East along said west line, 150.31 feet to the northwest corner of CSM 219; thence South 57°36'55" East along the north line of said CSM, 88.00 feet to a point; thence North 32°23'05" East along said north line, 25.00 feet to a point; thence South 57°36'55" East along said north line, 91.64 feet to the West Right-of-Way line of Verona Frontage Road, said point being a point on a curve; thence southwesterly along said West Right-of-Way line being a curve to the right, (having a radius 257.50 feet and long chord of 238.31 feet which bears South 08°55'06" West) 247.76 feet to a point of tangency; thence continuing along said West Right-of-Way line, South 44°45'05" West , 16.51 feet to the point of beginning.

Said Parcel contains 48,489 square feet or 1.11315 acres more or less.

SURVEYOR'S CERTIFICATE

I, Kevin A. Slottke, Professional Land Surveyor S-2506, do hereby certify that by direction of Daniel R. and Heidi L. Finke, OWNER, and RE Supper Club LLC, a Limited Liability Company in the State of Wisconsin, OWNER, of said lands, I have surveyed, divided and mapped the lands described hereon and that the map is a correct representation in accordance with the information provided. I further certify that this Certified Survey Map is in full compliance with Chapter 236.34 of the Wisconsin Statures and the Subdivision Regulations of the City of Madison, Dane County, State of Wisconsin:

_____
Kevin A. Slottke S-2506



THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

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ADDRESSES: 4506 AND 4514 VERONA ROAD
PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4

OWNER'S CERTIFICATE

We, Daniel R. and Heidi L. Finke, as Owners, does hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. Said owners further certify that this Certified Survey Map is required by s.236.34, Wisconsin Statues to be submitted to the City of Madison for approval.

In WITNESS whereof, the said hand and seal of said OWNER on this _____ day of _____, 20_____.

_____ _____
Witness Daniel R. Finke, Owner

_____ _____
Witness Heidi L. Fink, Owner

STATE OF WISCONSIN)
ss
DANE COUNTY)

PERSONALLY came before me on this _____ day of _____, 20_____ the above named Daniel R. and Heidi L. Finke, as the Owners, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

_____
Notary Signature

_____
Notary Public Name

Commission expires _____

WISCONSIN
KEVIN A. SLOTTKE
S-2508
MILWAUKEE, WI
LAND SURVEYOR

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ADDRESSES: 4506 AND 4514 VERONA ROAD
PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4

OWNER'S CERTIFICATE

I, RE Supper Club LLC, a Limited Liability Company in the State of Wisconsin, as the Owner, does hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented hereon. Said owner further certifies that this Certified Survey Map is required by s.236.34, Wisconsin Statues to be submitted to the City of Madison for approval.

In WITNESS whereof, the said hand and seal of said OWNER on this _____ day of _____, 20_____.

_____ _____
Witness Owner

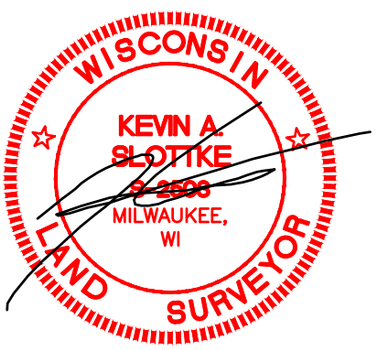
STATE OF WISCONSIN)
ss
DANE COUNTY)

PERSONALLY came before me on this _____ day of _____, 20_____ the above named RE Supper Club LLC, a Limited Liability Company in the State of Wisconsin, Owner, to me known to be the persons who executed the foregoing certificate and acknowledged the same.

_____
Notary Signature

_____
Notary Public Name

Commission expires _____



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PARCEL NUMBER: 251/0709-323-0103-2, 251/0709-323-0102-4

CITY OF MADISON PLAN COMMISSION APPROVAL

APPROVED by the City of Madison Plan Commission on this _____ day of _____, 20_____.

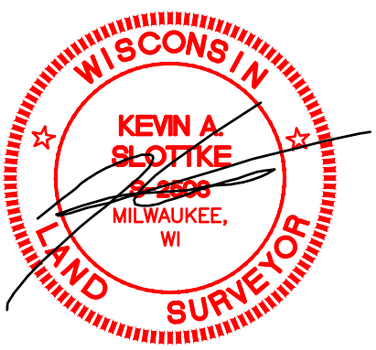
_____ _____
Chairman Secretary

CITY OF MADISON COMMON COUNCIL APPROVAL:

This Certified Survey Map approved, and all dedications as set forth therein accepted, by the Common Council of the City of Madison on this _____ day of _____, 20_____.

_____ _____
Satya Rhodes-Conway, Mayor Date

_____ _____
City of Madison Clerk Date



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PROJECT NUMBER 23909 - DRAFTED BY KMA 4-3-2025

City of Madison

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

Master

File Number: 90018

File ID:	90018	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	CSM - 6105 S Highlands Ave			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by the Patrick T. Flesch and Kristen D. Flesch Revocable Trust located at 6105 S Highlands Avenue (District 19).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	CSM Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/12/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Common Council (10/28/25)					

Text of Legislative File 90018

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by the Patrick T. Flesch and Kristen D. Flesch Revocable Trust located at 6105 S Highlands Avenue (District 19).

Body
WHEREAS a Certified Survey Map of property owned by the Patrick T. Flesch and Kristen D. Flesch Revocable Trust located at 6105 S Highlands Avenue, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their

designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Common Council authorizes City staff to request approval from the Capital Area Regional Planning Commission of any minor revisions to adopted environmental corridor boundaries within the Central Urban Service Area relating to this land division, and that the Council recognizes and adopts said revised boundaries.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Patrick T. Flesch and Kristen D. Flesch Revocable Trust Representative, if any: Kristen Flesch

Street address: 6002 N Highlands Ave City/State/Zip: Madison, WI 53705

Telephone: _____ Email: [redacted]

Firm Preparing Survey: Vierbicher Contact: Kevin Pape

Street address: 999 Fourier Drive, Suite 201 City/State/Zip: Madison, WI 53705

Telephone: 608-821-3955 Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 6105 S Higlands Ave

Tax Parcel Number(s): 0708-134-0604-2

Zoning District(s) of Proposed Lots: TR-R School District: Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____

Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	1		2.253
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	1		2.253

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☒ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☒ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☒ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

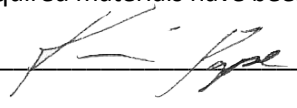
☒ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Kevin Pape Signature: 

Date: 09/05/2025 Interest In Property On This Date: Surveyor

vierbicher
planners | engineers | advisors

999 Fourier Drive, Suite 201
Madison, Wisconsin 53717
(608) 826-0532 phone
(608) 826-0530 fax
www.vierbicher.com

September 5, 2025

City of Madison Planning Division
215 Martin Luther King Jr, Blvd, Suite107
Madison, WI 53703

Re: Letter of Intent

City of Madison Staff,

The purpose of this Certified Survey Map is to combine 2 existing lots into 1 lot for the construction of a new single family home. The existing house will be demolished.

Sincerely,



Kevin Pape, PE, PLS

M:\Flesch, Kristen\250227 - 6105 South Highlands\Survey\Issued Surveys\CSM\20205-09-08 City Submittal

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CERTIFIED SURVEY MAP No._____

LOT 4, KIMBALL ADDITION TO THE HIGHLANDS, RECORDED AS DOCUMENT NO. 1004484, AND LOT 1, CERTIFIED SURVEY MAP NO. 5481, RECORDED AS DOCUMENT NO. 2067826, DANE COUNTY REGISTRY. LOCATED IN THE SW1/4 AND SE1/4 OF THE SE1/4 OF SECTION 13, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN. THE SOUTH LINE OF THE SE1/4 OF SECTION 13 MEASURED AS BEARING S89°47'13"E.

GRAPHIC SCALE: 1" = 80'



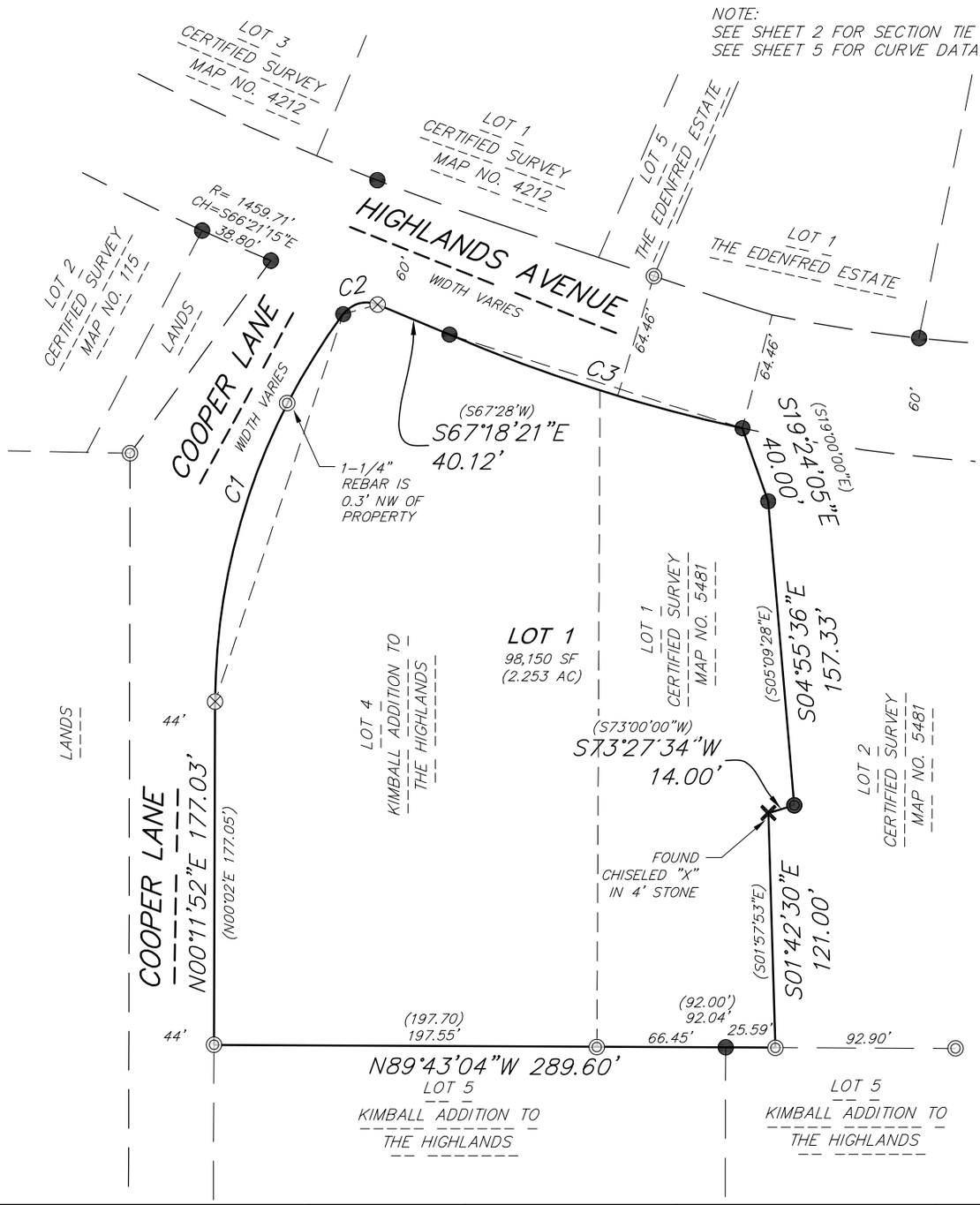


09/04/2025

SURVEY LEGEND

- FOUND 1" ø IRON PIPE
- FOUND 2" ø IRON PIPE
- FOUND 1-1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- FOUND CHISELED "X"
- ( ) RECORDED AS INFORMATION

NOTE:
SEE SHEET 2 FOR SECTION TIE DETAIL;
SEE SHEET 5 FOR CURVE DATA



08 Sep 2025 - 8:19a M:\Flesch, Kristen\250227 - 6105 South Highlands\CADD\250227_CSM.dwg by: kpap

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Job #.: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 1 OF 7

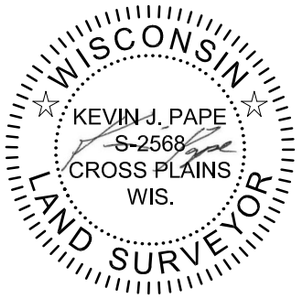
© Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP No._____

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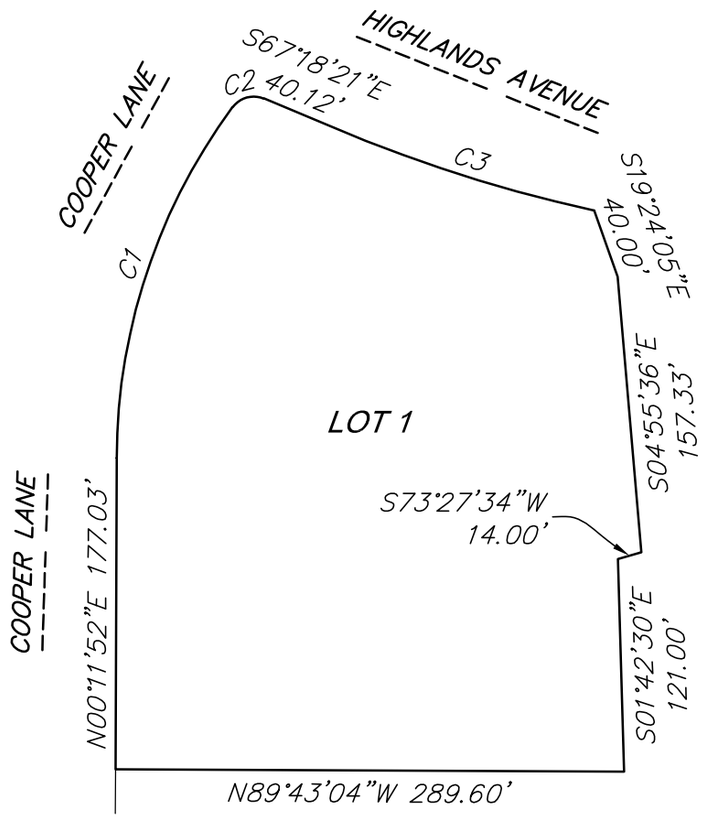
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN. THE SOUTH LINE OF THE SE1/4 OF SECTION 13 MEASURED AS BEARING S89°47'13"E.

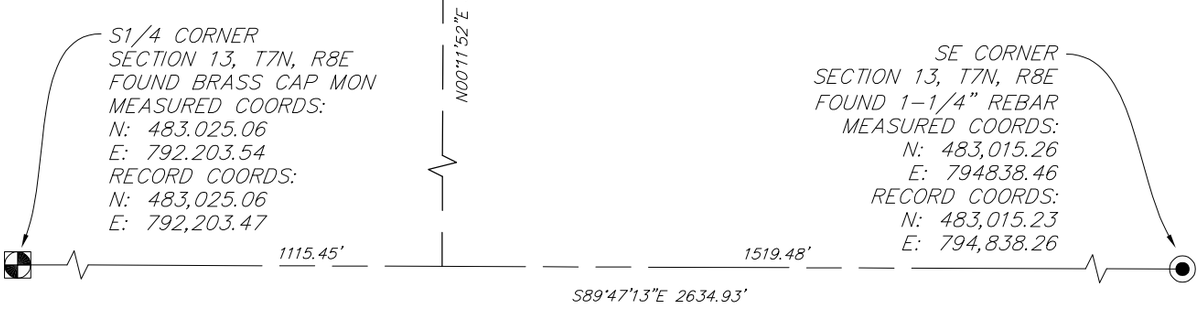


09/04/2025

SECTION TIE DETAIL

(NOT TO SCALE)





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Job #: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 2 OF 7

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CERTIFIED SURVEY MAP No._____

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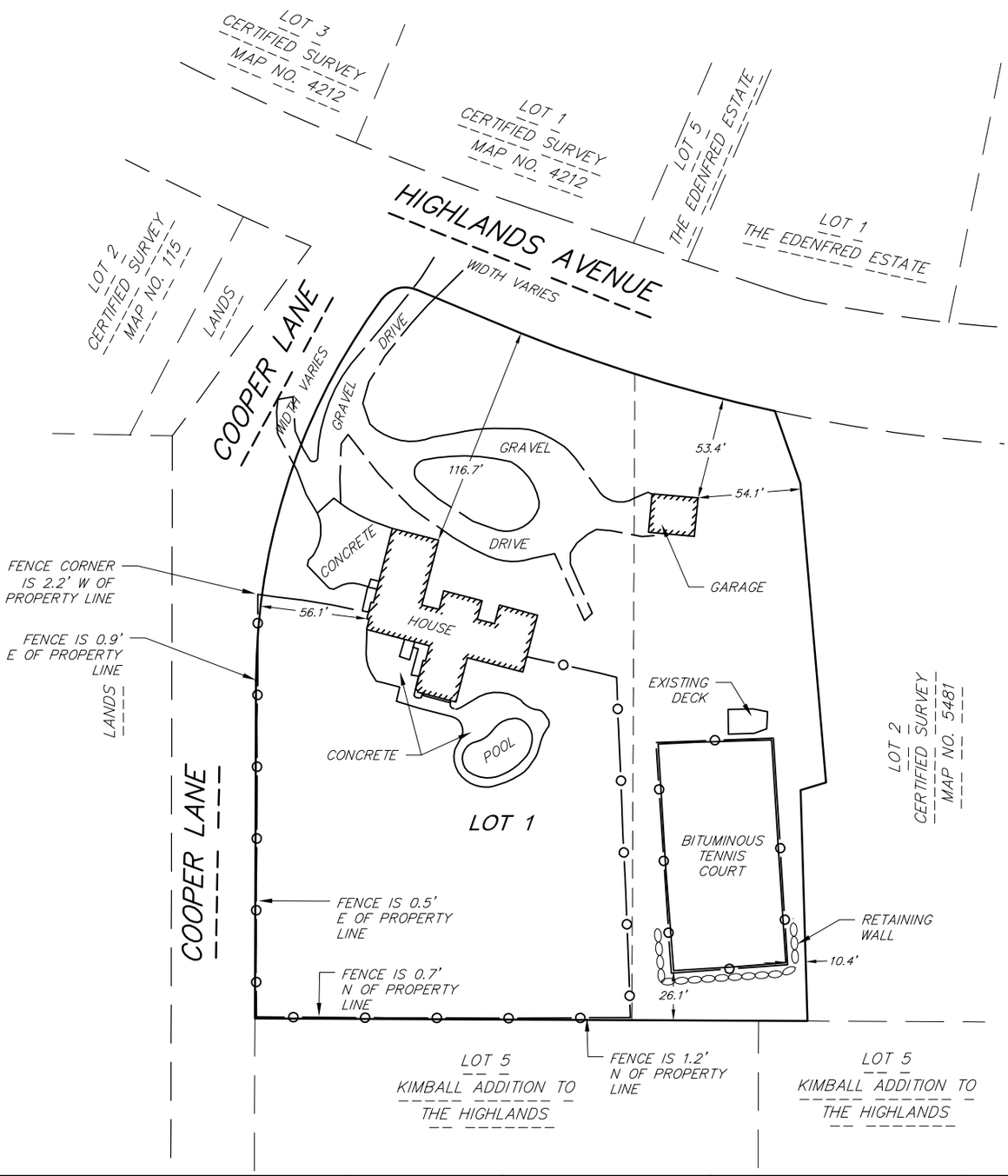
GRAPHIC SCALE: 1" = 60'

0 30 60 120

WISCONSIN
KEVIN J. PAPE
S-2568
CROSS PLAINS
WIS.
LAND SURVEYOR

09/04/2025

EXISTING CONDITIONS



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Job #.: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 3 OF 7

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CERTIFIED SURVEY MAP No._____

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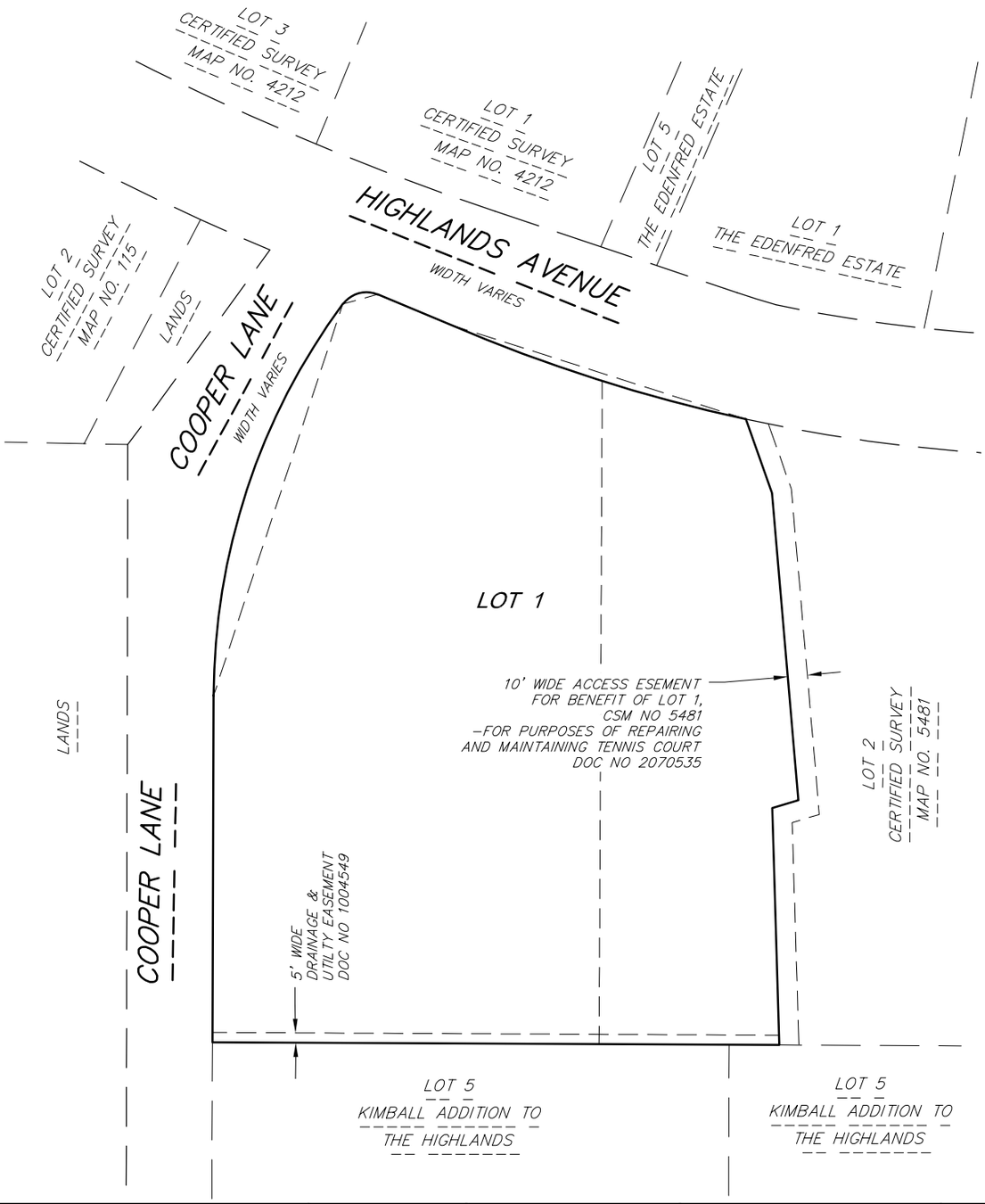
GRAPHIC SCALE: 1" = 60'

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WISCONSIN
KEVIN J. PAPE
S-2568
CROSS PLAINS
WIS.
LAND SURVEYOR

09/04/2025

EXISTING EASEMENTS



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Job #: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 4 OF 7

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CERTIFIED SURVEY MAP No. _____

LOT 4, KIMBALL ADDITION TO THE HIGHLANDS, RECORDED AS DOCUMENT NO. 1004484, AND LOT 1, CERTIFIED SURVEY MAP NO. 5481, RECORDED AS DOCUMENT NO. 2067826, DANE COUNTY REGISTRY. LOCATED IN THE SW1/4 AND SE1/4 OF THE SE1/4 OF SECTION 13, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Kevin J. Pape, Professional Land Surveyor S-2568, do hereby certify that this survey is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Madison, Dane County, Wisconsin, and under the direction of the Owners listed hereon, I have surveyed, divided and mapped the land described below and that said map is a correctly dimensioned representation of the exterior boundaries and division of the land surveyed.

Date: September 4, 2025

Signed: DRAFT
Kevin J. Pape, Professional Land Surveyor S-2568

DESCRIPTION:

Being Lot 4, Kimball Addition to the Highlands, recorded in Volume 24 of Plats on Page 3, as Document Number 1004484, Dane County Registry and Lot 1, Certified Survey Map Number 5481, recorded in Volume 25 of Certified Survey Maps on Page 53, as Document Number 2067826, Dane County Registry. Located in the SW1/4 and SE1/4 of the SE1/4 of Section 13, T7N, R8E, City of Madison, Dane County, Wisconsin. Contains 98,150 square feet (2.253 AC).

CURVE DATA

NUMBER	CENTRAL ANGLE	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT BEARING
C1	36°18'01"	337.68'	213.94'	N18°16'39"E	210.38'	IN-N00°07'38"E; OUT-N36°25'39"E
	(36°18')			(N18°07'E)		
C2	76°14'36"	15.00'	19.96'	N74°33'39"E	18.52'	IN-N36°36'21"E; OUT-S67°19'03"E
	(76°16')			(N74°24'E)		
C3	10°51'52"	838.04'	158.91'	S72°17'29"E	158.67'	IN-S66°51'33"E; OUT-S77°43'25"E

05 Sep 2025 - 9:57a M:\Flesch, Kristen\250227 - 6105 South Highlands\CADD\250227_CSM.dwg by: kpap

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planners | engineers | advisors

Job #: 250227
Date: 09/04/2025
Rev:
Drafted By: KPAP
Checked By: MZIE

SURVEYED FOR:
KRISTEN FLESCH
6002 N HIGHLANDS AVE
MADISON, WI 53705

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SHEET
5 OF 7

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CERTIFIED SURVEY MAP No._____

LOT 4, KIMBALL ADDITION TO THE HIGHLANDS, RECORDED AS DOCUMENT NO. 1004484, AND LOT 1, CERTIFIED SURVEY MAP NO. 5481, RECORDED AS DOCUMENT NO. 2067826, DANE COUNTY REGISTRY. LOCATED IN THE SW1/4 AND SE1/4 OF THE SE1/4 OF SECTION 13, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

Patrick T. Flesch and Kristen D. Flesch Revocable Trust, as owner, does hereby certify that it caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. It further certifies that this Certified Survey Map is required by S236.34 to be submitted to the City of Madison for approval. Witness the hand and seal of said owner this ___ _____ day of _____, 20_____.

PATRICK D. FLESCH AND KRISTEN D. FLESCH REVOCABLE TRUST

By: _____ _____
Patrick T. Flesch Kristen D, Flesch

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20_____, the above named persons(s), to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____ My Commission expires: _____
Notary Public, State of Wisconsin

WISCONSIN
KEVIN J. PAPE
S-2568
CROSS PLAINS
WIS.
LAND SURVEYOR

09/04/2025

CONSENT OF MORTGAGEE

Thomas G. Flesch Revocable Trust, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

THOMAS G. FLESCH

By: _____

_____
PRINT NAME AND TITLE

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20_____, the above named person(s), to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____ My Commission expires: _____
Notary Public, State of Wisconsin

05 Sep 2025 - 10:30a M:\Flesch, Kristen\250227 - 6105 South Highlands\CADD\250227_CSM.dwg by: kpap

vierbicher
planners | engineers | advisors

Job #.: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 6 OF 7

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CERTIFIED SURVEY MAP No._____

LOT 4, KIMBALL ADDITION TO THE HIGHLANDS, RECORDED AS DOCUMENT NO. 1004484, AND LOT 1, CERTIFIED SURVEY MAP NO. 5481, RECORDED AS DOCUMENT NO. 2067826, DANE COUNTY REGISTRY. LOCATED IN THE SW1/4 AND SE1/4 OF THE SE1/4 OF SECTION 13, T7N, R8E, CITY OF MADISON, DANE COUNTY, WISCONSIN.

MADISON PLAN COMMISSION CERTIFICATE:

Approved for recording per the Secretary of the City of Madison Plan Commission.

By:_____ Date:_____

Matthew Wachter, Secretary
City of Madison Plan Commission

CITY OF MADISON COMMON COUNCIL RESOLUTION:

Resolved that the Certified Survey Map located in the City of Madison was hereby approved by Enactment Number RES-_____, File ID Number _____, adopted on the ___ day of _____, 20___, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said certified survey map to the City of Madison for public use.

Dated this _____ day of _____, 20___.

_____

Michael Haas, Acting City Clerk, City of Madison

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20_____,

at _____ o'clock _____.m. and recorded in Volume _____ of Certified

Survey Maps on pages _____, as Doc. No. _____.

_____

Kristi Chlebowski,
Dane County Register of Deeds

WISCONSIN
KEVIN J. PAPE
S-2568
CROSS PLAINS
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LAND SURVEYOR

09/04/2025

05 Sep 2025 - 10:09a M:\Flesch, Kristen\250227 - 6105 South Highlands\CADD\250227_CSM.dwg by: kpap

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Job #: 250227 Date: 09/04/2025 Rev: Drafted By: KPAP Checked By: MZIE	SURVEYED FOR: KRISTEN FLESCH 6002 N HIGHLANDS AVE MADISON, WI 53705	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 7 OF 7

City of Madison

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

Master

File Number: 90019

File ID:	90019	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	CSM - 1201-1241 Moorland Rd			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by the Madison Metropolitan Sewerage District located at 1201-1241 Moorland Road (District 14).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	CSM Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/12/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Plan Commission (11/3/25), Common Council (11/25/25)

Text of Legislative File 90019

Title
Approving a Certified Survey Map of property owned by the Madison Metropolitan Sewerage District located at 1201-1241 Moorland Road (District 14).

Body
WHEREAS a Certified Survey Map of property owned by the Madison Metropolitan Sewerage District located at 1201-1241 Moorland Road, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Common Council authorizes City staff to request approval from the Capital Area Regional Planning Commission of any minor revisions to adopted environmental corridor boundaries within the Central Urban Service Area relating to this land division, and that the Council recognizes and adopts said revised boundaries.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans

1302

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

9/2/25 11:35 a.m.

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: Madison Metro Sewer District — Representative, if any: Eric Dundee
Street address: 1601 Moorland Rd — City/State/Zip: Madison, WI 53713
Telephone: 608-222-1201 — Email: [redacted]

Firm Preparing Survey: Burse Surveying & Engineering — Contact: Michelle Burse
Street address: 2801 International Lane, Suite 101 — City/State/Zip: Madison, WI 53704
Telephone: 608-250-9263 — Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☐ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 1201 Moorland Rd., 1233 Moorland Rd., 1241 Moorland Rd.
Tax Parcel Number(s): 0710-312-0099-3, 0710-312-0094-3, 0710-312-0093-5
Zoning District(s) of Proposed Lots: A Agricultural — School District: Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____
Date of Approval by Dane County: _____ Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential			
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use): A Agricultural	1	Ø	94.5
Outlots Dedicated to the Public (Parks, Stormwater, etc.)		1	10.0
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	1	1	94.5

1303

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☐ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☐ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☐ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

☐ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Eric Dundee Signature: 

Date: August 28, 2025 Interest In Property On This Date: MMSD Executive Director

Madison Metropolitan Sewerage District
1610 Moorland Road • Madison, WI 53713-3398 • P: (608) 222-1201 • F: (608) 222-2703

August 28, 2025

City of Madison Planning Division
215 Martin Luther King Jr. Boulevard, Suite 107
Madison, WI 53701

RE: Letter of Intent
1201 Moorland Rd., 1233 Moorland Rd. & 1241 Moorland Rd
Zoning Map Amendment and Certified Survey Map Submittal Applications

Madison Metropolitan Sewerage District (District) owns several vacant parcels on the south side of Moorland Road, adjacent to the Nine Springs Wastewater Treatment Plant. Residences on the two residential parcels have been demolished and the sites are now vacant. The District seeks to rezone the residential parcels to agricultural, which is consistent with the zoning of surrounding lands and agricultural use.

Concurrent with the Zoning Map Amendment, the District desires to consolidate the three existing parcels by Certified Survey Map (CSM). The resulting subdivision will generate a single lot for future use as a solar array and an outlot along Nine Springs Creek which will be dedicated to the public as parkland. The CSM will also grant the City easement rights over the District owned lands for a sanitary sewer line and three bio-basins which had been constructed but where no easements exist.

We look forward to working with City of Madison to accomplish these goals.

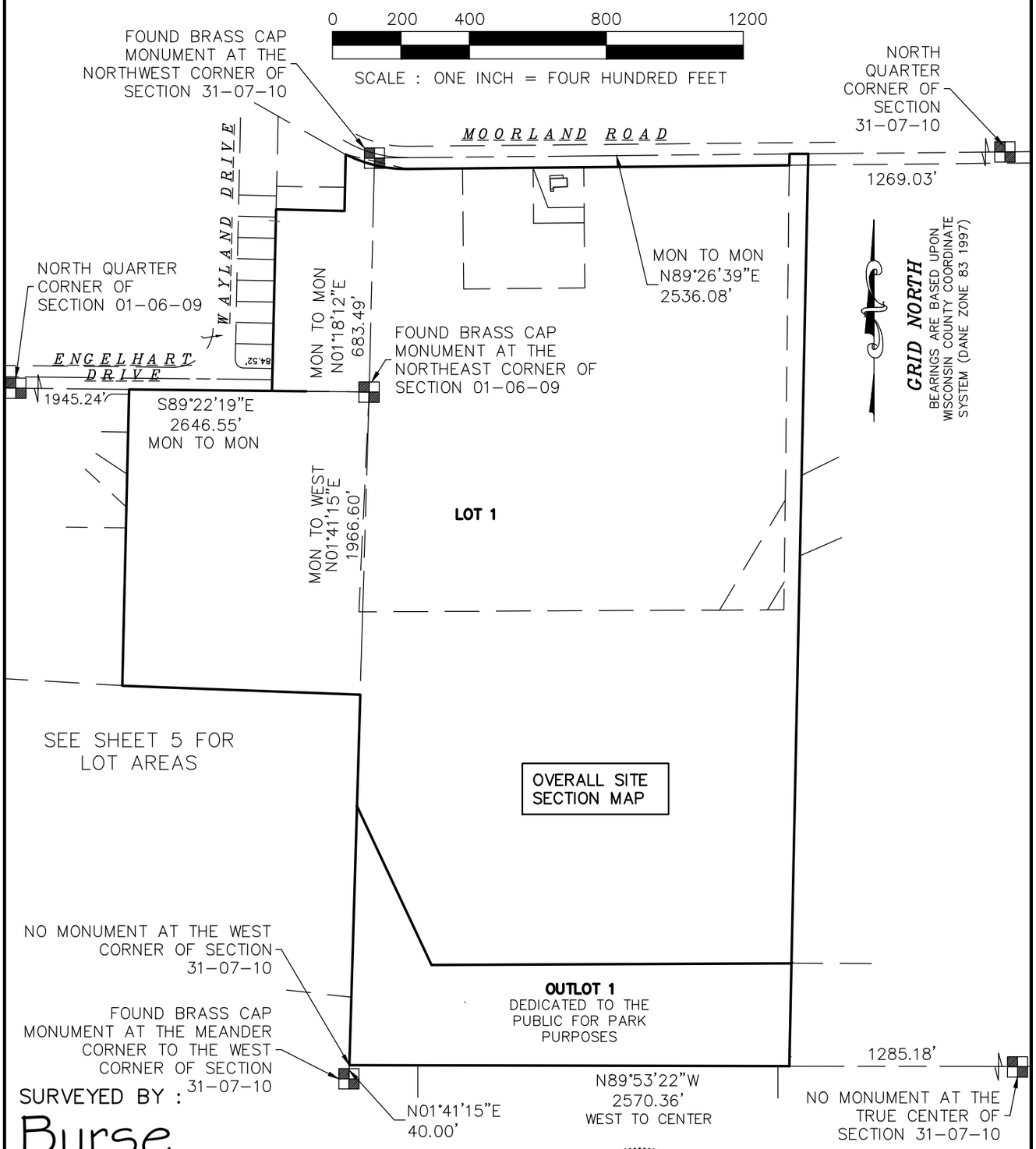
Sincerely,

Eric L. Dundee, P.E., Executive Director
ericd@madsewer.org
608-709-1867

Curtis A. Sauser, P.L.S., Engineering Technician
curts@madsewer.org
608-709-1830

CERTIFIED SURVEY MAP No. _____

PART OF LOTS 1 AND 3 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 1698, AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGES 61–62, AS DOCUMENT NUMBER 1430131, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 NORTH, RANGE 10 EAST AND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



SURVEYED BY :

Burse surveying & engineering Inc.

2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

SURVEYED FOR :
Madison Metropolitan Sewerage District

WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

MAP NO. _____

DOCUMENT NO. _____

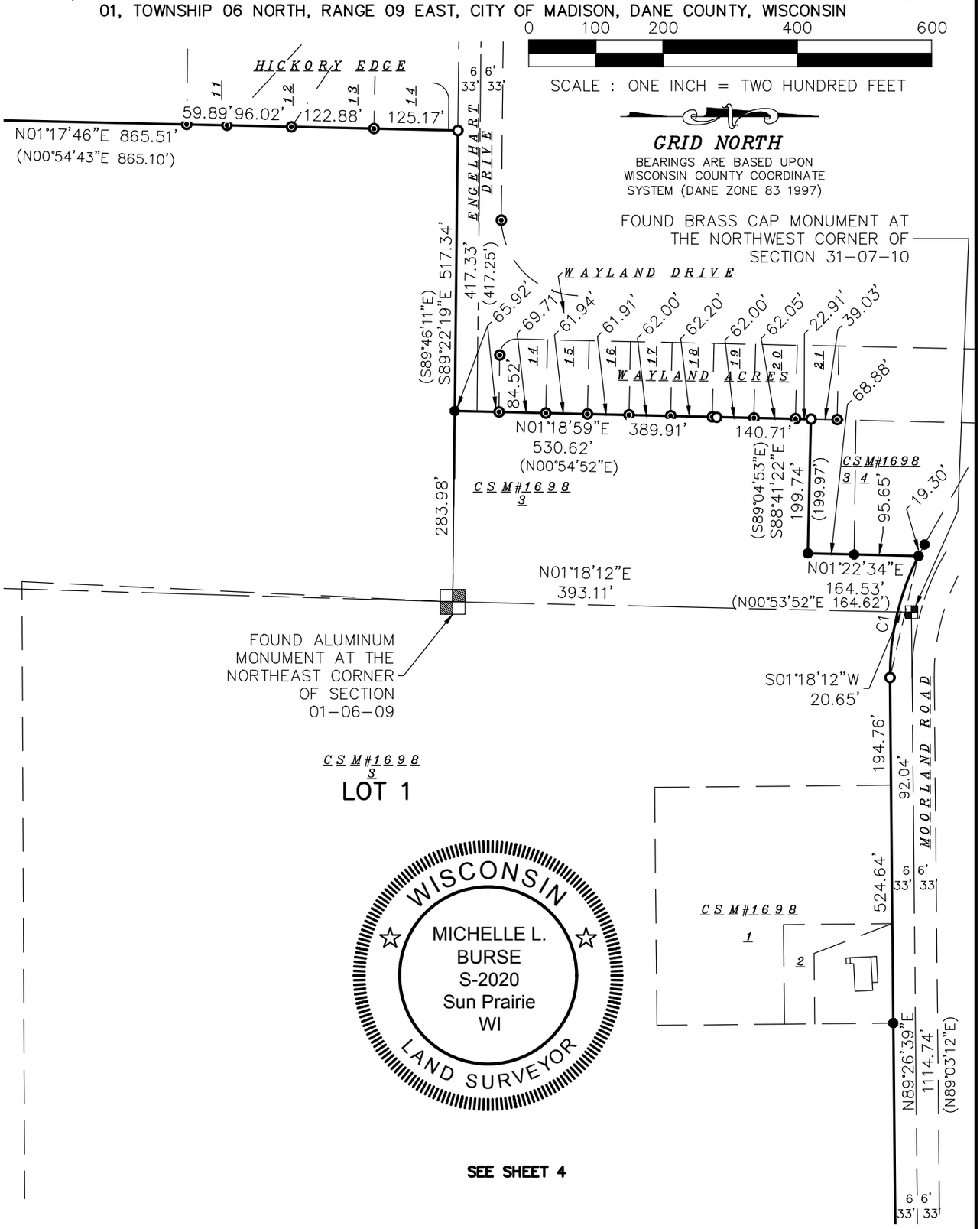
VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 1
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

SEE SHEET 5 FOR LOT AREAS

CERTIFIED SURVEY MAP No. _____

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MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 2
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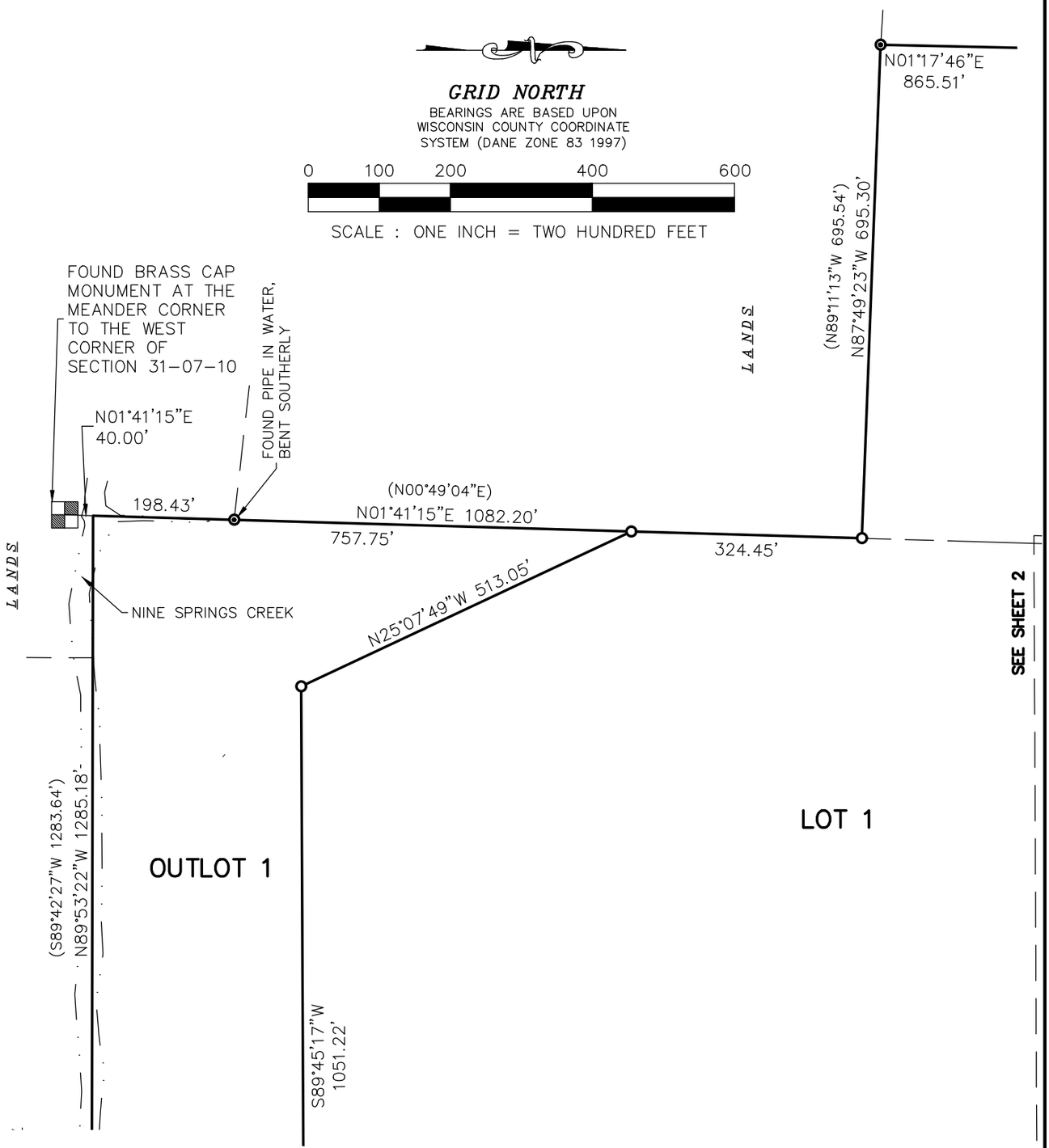
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MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

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LAND SURVEYOR

Date: August 27, 2025
Plot View: CSM 3
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SEE SHEET 5
SEE SHEET 5 FOR LOT AREAS

CERTIFIED SURVEY MAP No. _____

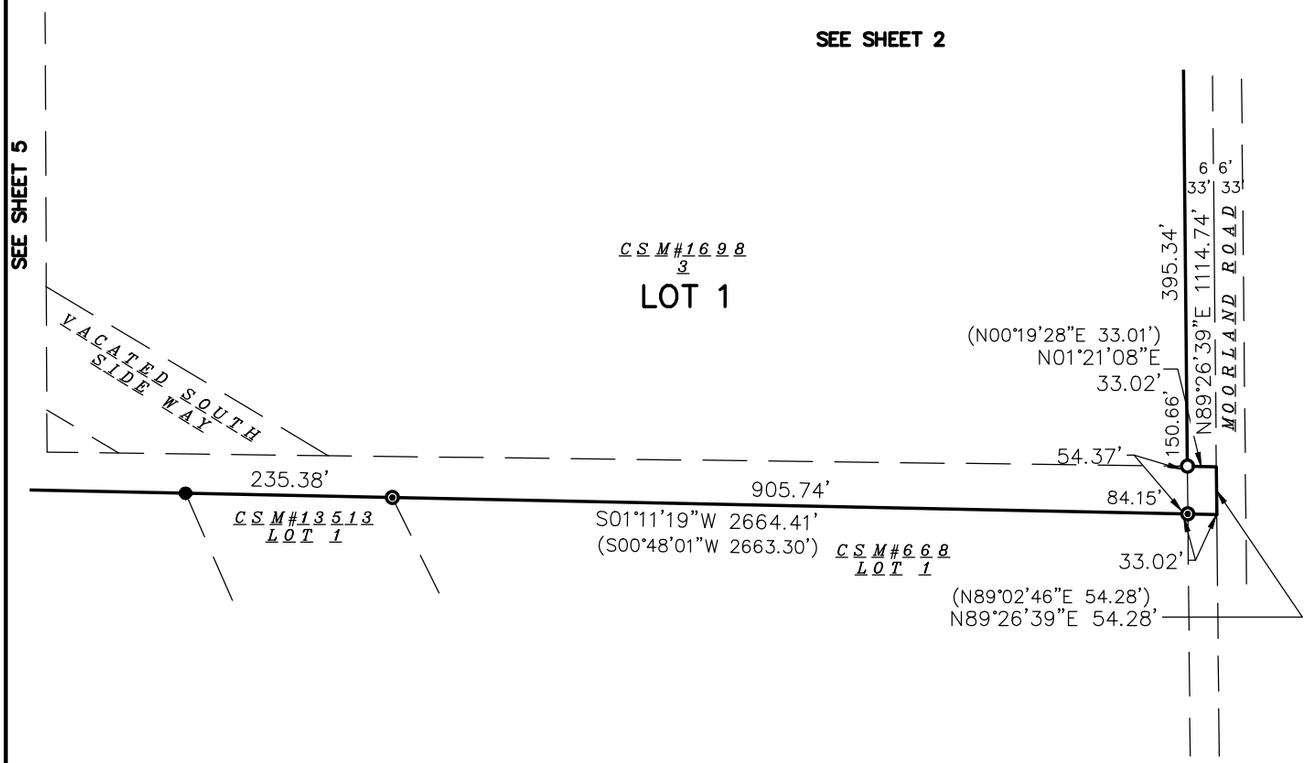
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GRID NORTH

BEARINGS ARE BASED UPON
WISCONSIN COUNTY COORDINATE
SYSTEM (DANE ZONE 83 1997)

0 100 200 400 600

SCALE : ONE INCH = TWO HUNDRED FEET



WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

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MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 4
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SEE SHEET 5 FOR LOT AREAS

CERTIFIED SURVEY MAP No. _____

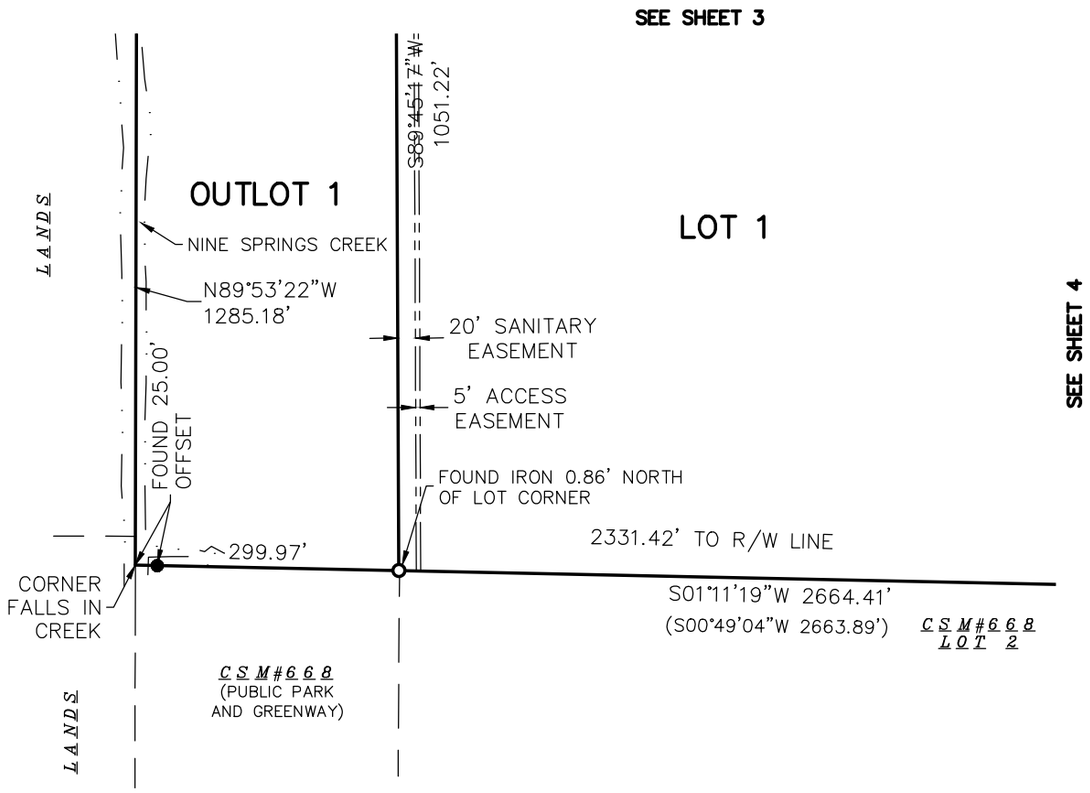
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GRID NORTH

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0 100 200 400 600

SCALE : ONE INCH = TWO HUNDRED FEET



LOT AREAS
LOT 1
3,683,326 SQ. FT. OR 84.5575 AC.
OUTLOT 1
433,844 SQ. FT. OR 9.9597 AC.

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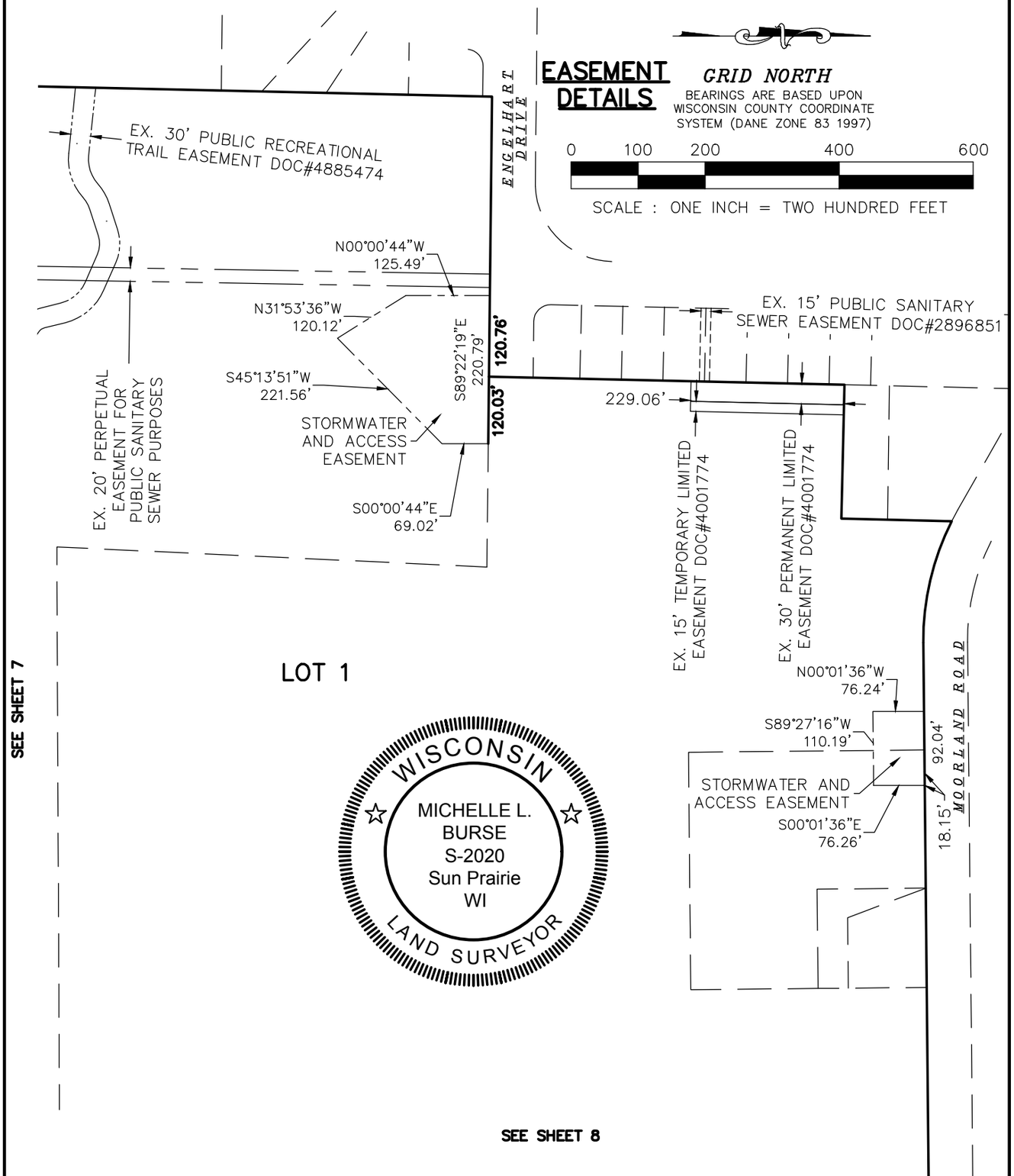
VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 5
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MICHELLE L. BURSE
S-2020
Sun Prairie
WI
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CERTIFIED SURVEY MAP No. _____

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WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

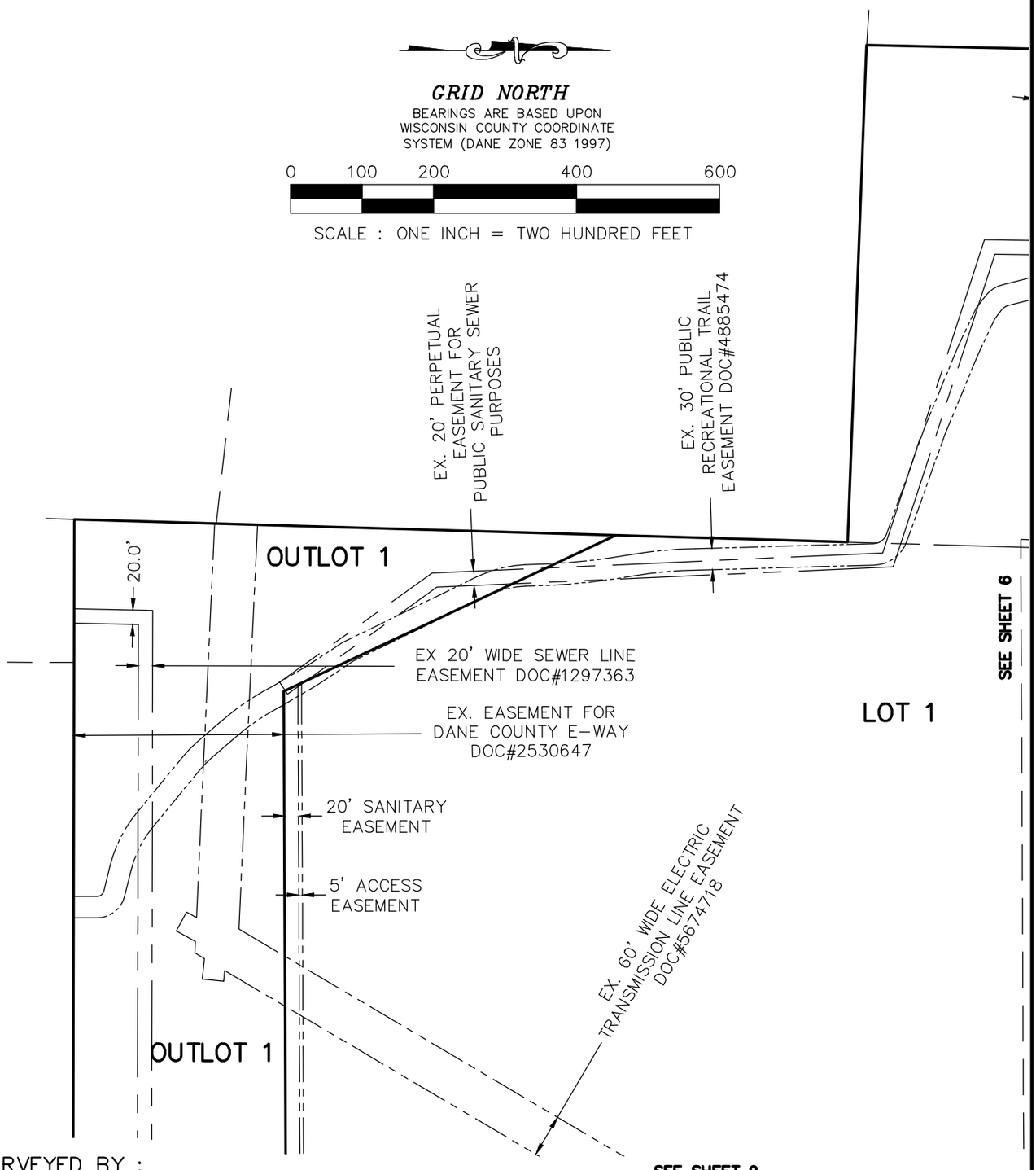
Date: August 27, 2025
Plot View: CSM 6
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SEE SHEET 5 FOR LOT AREAS
SHEET 6 OF 13

CERTIFIED SURVEY MAP No. _____

PART OF LOTS 1 AND 3 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 1698, AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGES 61–62, AS DOCUMENT NUMBER 1430131, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 NORTH, RANGE 10 EAST AND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN



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WI
LAND SURVEYOR

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 7
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SEE SHEET 5 FOR LOT AREAS

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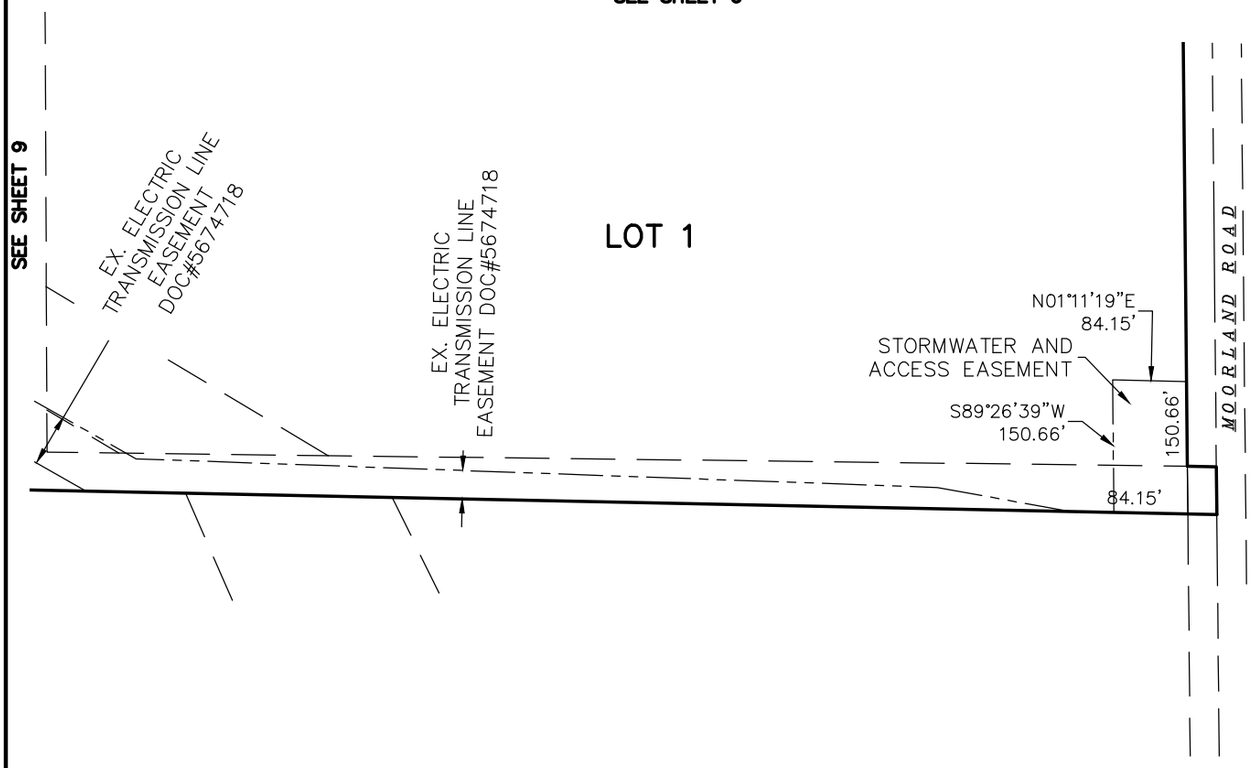
GRID NORTH

BEARINGS ARE BASED UPON WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE 83 1997)

0 100 200 400 600

SCALE : ONE INCH = TWO HUNDRED FEET

SEE SHEET 6



WISCONSIN
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LAND SURVEYOR

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MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

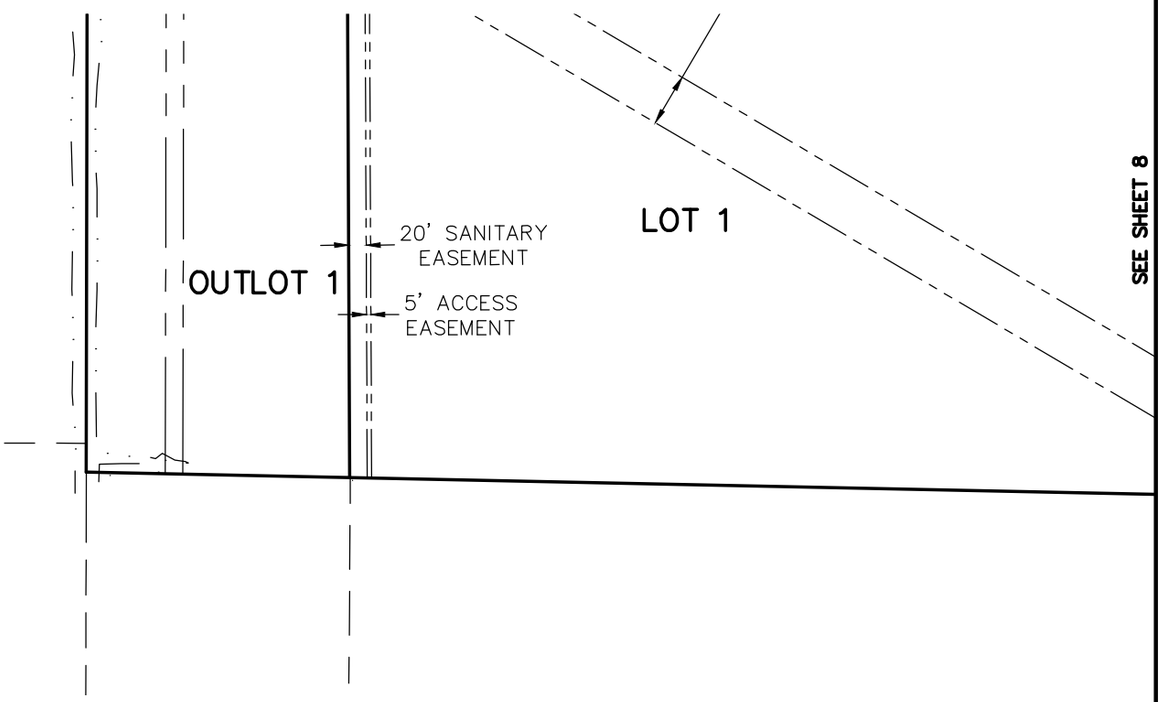
Date: August 27, 2025
Plot View: CSM 8
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SEE SHEET 5 FOR LOT AREAS

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SEE SHEET 7



GRID NORTH

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MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 9
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
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LEGAL DESCRIPTION:

Part of Lot 1 and part of Lot 3 of Certified Survey Map No. 1698, recorded in Volume 7 of Certified Survey Maps of Dane County, pages 61 and 62 as Document No. 1430131, and the Southwest ¼ of the Northwest 1/4, and part of the Northeast 1/4 of the Northwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 , all of the above lying in Section 31, T07N, R10E, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Commencing at the City of Madison Monument representing the Northwest corner of said Section 31; Thence N89°02'46"E, 611.00 feet, along the North line of said Section 31; Thence S00°58'30"E, 33.00 feet, to the Northeast corner of Lot 2 of Certified Survey No. 1698, and the Point of Beginning of this description; Thence N89°02'46"E, 600.62 feet, along the southerly right of way of Moorland Road; Thence N00°19'28"E, 33.01 feet to the North line of said Section; Thence N89°02'46"E, 54.28 feet, along said line; Thence S00°49'04"W, 1,331.66 feet, to a point later referred to in this description as "Point A"; Thence S00°49'04"W, 1,332.23 feet, to the East–West quarter line of said Section 31; Thence S89°42'27"W, 1,283.64 feet, to the West line of said Section 31; Thence N01°17'16"E, 198.17 feet; Thence N01°17'16"E, 1,767.94 feet, along said West line to the Northeast corner of Section 1, T06N R09E, being one and the same as the Southeast corner of Section 36, T07N R09E; Thence N00°53'35"E, 662.86 feet, along the West line of Section 31, T07N R10E, and the East line of Section 36, T07N R09E, to the South right of way of Moorland Road; Thence along said right of way, being a curve to the left, having a radius of 393.00 feet, and a chord bearing S83°45'46"E, 98.39 feet; Thence N89°02'46"E, 160.00 feet, along said South line to the Northwest corner of Lot 1 of said Certified Survey Map No. 1698; Thence N89°02'46"E, 206.05 feet along said line to the Northwest corner of Lot 2 of said Certified Survey Map No. 1698; Thence S00°58'30"E, 162.00 feet; Thence N89°02'46"E, 148.00 feet; Thence N00°58'30"W, 162.00 feet, to the South right of way of Moorland Road and the Point of Beginning of this description.

Excluding the following described parcel which has been dedicated to the City of Madison for Street Purposes, and is a part of Certified Survey Map No. 1698; Commencing at the above mentioned Point "A"; Thence S89°20'40"W, 91.04 feet, to the Point of Beginning of this description; Thence S89°19'07"W, 140.33 feet; Thence N30°32'52"E, 373.96 feet; Thence S00°19'28"W, 238.39 feet; Thence S30°32'52"W, 95.21 feet, to the Point of Beginning of this description.

EXCEPTING THEREFROM Outlot 1 of Certified Survey Map No. 1698, recorded in Volume 7 of Certified Survey Maps of Dane County, pages 61 and 62 as Document No. 1430131.

EXCEPTING THEREFROM that part conveyed to State of Wisconsin , Department of Transportation recorded April 3, 1987 in Volume 9772 Page 56 as Document No. 2008149. Part of Lot 3 Certified Survey Map No. 1698, recorded in Volume 7 of Certified Survey Maps of Dane County, page 61 and 62 as Document No.1430131, lying in the Southeast 1/4 of the Southeast 1/4, of Section 36, T07N R09E, and Part of the Northeast 1/4 of the Northeast 1/4, of Section 1, T06N R09E, all in the City of Madison, Dane County, Wisconsin more fully described as follows: Beginning at the City of Madison monument representing the Northeast corner of Section 1, T06N R09E, being one and the same as the Southeast corner of Section 36, T07N R09E; Thence S01°17'16"W, 884.40 feet, along the East line of said Section 1, to the Southerly Corporate Limits line of the City of Madison; Thence N88°11'13"W, 695.54 feet, along said Southerly line; Thence N00°54'43"E, 865.10 feet, to the North line of said Section 1, and the South line of Section 36, T07N R09E; Thence S89°46'11"E, 417.25 feet, along said North line of said Section 1; Thence N00°53'55"E, 802.34 feet, along the Westerly line of Lot 3, of Certified Survey Map No. 1698, to the Southwesterly right of way of Moorland Road; Thence S60°48'24", E 113.43 feet, along said Southwesterly right of way, to the West line of Lot 4 of said Certified Survey Map No. 1698; Thence S00°51'52"W, 149.10 feet, to the Southwest corner of said Lot 4; Thence S00°48'01"W, 30.00 feet; Thence S89°06'24"E, 100.00 feet; Thence N00°48'01"E, 125.74 feet, to the Southwesterly right of way of Moorland Road; Thence along said right of way, being a curve to the left, having a radius of 393.00 feet, and a chord bearing S70°04'00"E, 89.05 feet, to the East line of Section 36, T07N R09E; Thence S00°53'35"W, 662.86 feet, along said East line to the Southeast Corner of said Section 36, and the Point of Beginning of this description.

EXCEPTING therefrom that part conveyed to State of Wisconsin, Department of Transportation recorded April 3, 1987 in Volume 9772 Page 56 as Document No. 2008149.

EXCEPTING THEREFROM that part conveyed to City of Madison in Quit Claim Deed recorded on August 19, 2004 as Document No. 3956940 described as follows: Part of Lot 3, Certified Survey Map No. 1698, recorded In Volume 7 of Certified Survey Maps, pages 61 and 62, as Document No. 1430131, in the City of Madison, Dane County, Wisconsin, to–wit: Commencing at the Southeast corner of said Section 36; thence N00°53'52"East, 683.61 feet; thence N83°29'41"West, 84.45 feet; thence S00°53'52"West, 96.64 feet to the Southeast corner of Lot 4 of said Certified Survey Map No. 1698 and the point of beginning; thence continuing S00°53'52" West, 67.98 feet; thence N89°04'53"West, 199.97 feet; thence N00°55'07"East, 271.60 feet; thence S60°48'41"East, 113.40 feet; thence S00°53'52"West, 150.00 feet; thence S89°06'08"East, 100.00 feet to the point of beginning.

Lot 1 of Certified Survey Map No. 1698 recorded in Volume 7 of Certified Survey Maps of Dane County, on Pages 61 and 62 as Document No. 1430131, in the City of Madison, Dane County, Wisconsin, lying in the NW 1/4 of the NW 1/4, of Section 31, T07N,R10E, EXCEPT the following described portion of said Lot 1; Commencing at the monument at the Northwest comer of Section 31; thence N89°02'46"E, 611.00 feet, (said line has been described as bearing N89°03'12"E, 521.00 feet in Vol. 4042 of Records, Page 73, Document No. 1760806; Thence S00°58'30"E, 33.00 feet to the Northeast corner of Lot 2 of said Certified Survey Map No. 1698 (said line has been described as bearing S00°56'48", in Volume 4042 of Records Page 73); Thence S00°58'30"E, 117.00 feet to the Southeast corner of said Lot 2 and the Point Of Beginning of this description, (said line has been described as bearing S00°56'48"E, in Volume 4042 of Records Page 73); Thence S00°58'30"E, 45.00 feet, (said line has been described as bearing S00°56'48"E,in Volume 4042 of Records Page 73); Thence S89°02'46"W, 148.00 feet, (said line has been described as bearing S89°03'12"W, in Volume 4042 of Records Page 73); (Continued on next page.)

SURVEYED BY :

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 10
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

CERTIFIED SURVEY MAP No. _____

PART OF LOTS 1 AND 3 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 1698, AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGES 61–62, AS DOCUMENT NUMBER 1430131, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 NORTH, RANGE 10 EAST AND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION:

Thence N00°58'30"W, 162.00 feet, to the Northwest Corner of Lot 2 (Said line has been described as bearing S00°56'48"E, in Volume 4042 of Records Page 73); Thence S21°08'00"E, 124.65 feet, to the Southwest corner of said Lot 2 (said line has been described as bearing S21°07'34"E, in Volume 4042 of Records Page 73); Thence N89° 02'46"E, 105.00 feet to the Southeast comer of said Lot 2, and the Point of Beginning of this description, (said line has been described as bearing S89°03'12" E, in Volume 4042 of Records page 73.

EXCEPT that part conveyed to State of Wisconsin, Department of Transportation recorded April 3, 1987 in Volume 9772 Page 56 as Document No. 2008149.

Lot Two (2) Certified Survey Map Number 1698 recorded in Volume 7 of Certified Survey Maps of Dane County, pages 61 and 62 as Document No. 1420131, Dane County, Wisconsin Registry and the following described portion of Lot One (1) of said Certified Survey Map No. 1698; Beginning at the Southeast corner of said Lot 2; Thence S00°56'48"E, 45.00 feet, along the Easterly line of said Lot 1, said line has also been described as bearing S00°58'30"E; Thence S89°03'12"W, 148.00 feet, said line has also been described as bearing S89°02'46"W; Thence N00°56'48"W, 162.00 feet to the Northwest corner of Lot 2 of said Certified Survey Map No. 1698; Thence S21° 07'34" E along the Westerly line of said Lot 2, 124.65 feet, to the Southwest corner of said Lot 2; Thence N89°03'12"E along the Southerly line of said Lot 2, 105.00 feet, to the Southeast corner of said Lot 2 and the Point of Beginning of this description.

All of the above described lands are in the Northwest 1/4 of the Northwest 1/4 of Section 31, T07N R10E, in the City of Madison, Dane County, Wisconsin.

Lot 1 of Certified Survey Map No. 1698 recorded in Volume 7 of Certified Survey Maps of Dane County, on Pages 61 and 62 as Document No. 1430131, in the City of Madison, Dane County, Wisconsin, lying in the NW 1/4 of the NW 1/4, of Section 31, T07N,R10E, EXCEPT the following described portion of said Lot 1; Commencing at the monument at the Northwest comer of Section 31; thence N89°02'46"E, 611.00 feet, (said line has been described as bearing N89°03'12"E, 521.00 feet in Vol. 4042 of Records, Page 73, Document No. 1760806; Thence S00°58'30"E, 33.00 feet to the Northeast corner of Lot 2 of said Certified Survey Map No. 1698 (said line has been described as bearing S00°56'48", in Volume 4042 of Records Page 73); Thence S00°58'30"E, 117.00 feet to the Southeast corner of said Lot 2 and the Point Of Beginning of this description, (said line has been described as bearing S00°56'48"E, in Volume 4042 of Records Page 73); Thence S00°58'30"E, 45.00 feet, (said line has been described as bearing S00°56'48"E,
in Volume 4042 of Records Page 73); Thence S89°02'46"W, 148.00 feet, (said line has been described as bearing S89°03'12"W, in Volume 4042 of Records Page 73); Thence N00°58'30"W, 162.00 feet, to the Northwest Corner of Lot 2 (Said line has been described as bearing S00°56'48"E, in Volume 4042 of Records Page 73); Thence S21°08'00"E, 124.65 feet, to the Southwest corner of said Lot 2 (said line has been described as bearing S21°07'34"E, in Volume 4042 of Records Page 73); Thence N89°02'46"E, 105.00 feet to the Southeast comer of said Lot 2, and the Point of Beginning of this description, (said line has been described as bearing S89°03'12" E, in Volume 4042 of Records page 73.

Lot Two (2) Certified Survey Map Number 1698 recorded in Volume 7 of Certified Survey Maps of Dane County, pages 61 and 62 as Document No. 1420131, Dane County, Wisconsin Registry and the following described portion of Lot One (1) of said Certified Survey Map No. 1698; Beginning at the Southeast corner of said Lot 2; Thence S00°56'48"E, 45.00 feet, along the Easterly line of said Lot 1, said line has also been described as bearing S00°58' 30"E; Thence S89°03'12"W, 148.00 feet, said line has also been described as bearing S89°02'46"W; Thence N00°56'48"W, 162.00 feet to the Northwest corner of Lot 2 of said Certified Survey Map No. 1698; Thence S21°07'34"E along the Westerly line of said Lot 2, 124.65 feet, to the Southwest corner of said Lot 2; Thence N89°03'12"E along the Southerly line of said Lot 2, 105.00 feet, to the Southeast corner of said Lot 2 and the Point of Beginning of this description. All of the above described lands are in the Northwest 1/4 of the Northwest 1/4 of Section 31, T07N R10E, in the City of Madison, Dane County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor No. 2020, hereby certify that I have surveyed, divided, and mapped the above described lands under the direction of Madison Metropolitan Sewerage District, Owner of said land. I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the lands surveyed, and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes, and the Land Division Ordinance of the City of Madison in surveying, dividing, and mapping the same.

Dated this ___ day of _____, 20___.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

SURVEYED BY :

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 11
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

CERTIFIED SURVEY MAP No. _____

PART OF LOTS 1 AND 3 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 1698, AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGES 61–62, AS DOCUMENT NUMBER 1430131, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 NORTH, RANGE 10 EAST AND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Madison Metropolitan Sewerage District, as owner, does hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped, and dedicated as represented on sheet 1. We also certify that this Certified Survey Map is required by s.236.34 to be submitted to the following for approval or objection.

City of Madison

WITNESS the hand and seal of said owners, this ___ day of _____, 202_.

_____
By:

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this __ day of _____, 202_, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public: _____

My commission expires/is permanent: _____

SURVEYED BY :

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

Date: August 27, 2025
Plot View: CSM 12
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

WISCONSIN
MICHELLE L.
BURSE
S-2020
Sun Prairie
WI
LAND SURVEYOR

CERTIFIED SURVEY MAP No. _____

PART OF LOTS 1 AND 3 AND ALL OF OUTLOT 1, CERTIFIED SURVEY MAP NUMBER 1698, AS RECORDED IN VOLUME 7 OF CERTIFIED SURVEY MAPS, ON PAGES 61–62, AS DOCUMENT NUMBER 1430131, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 07 NORTH, RANGE 10 EAST AND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 01, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF MADISON, DANE COUNTY, WISCONSIN

CITY OF MADISON PLAN COMMISSION CERTIFICATE

Approved for recording by the secretary of the City of Madison Plan Commission.

Dated this _____ day of _____, 20___.

_____
Natalie Erdman, Secretary Plan Commission.

CITY OF MADISON COMMON COUNCIL APPROVAL

Resolved that this Certified Survey Map located in the City of Madison was hereby approved by Enactment Number _____, File I.D. Number_____, adopted on the ___ day of _____, 202_, and that said Enactment further provided for the acceptance of those lands dedicated and rights conveyed by said Certified Survey Map to the City of Madison for public use.

Dated this ___ day of _____, 202_.

_____
Michael Hass, Acting City Clerk
City of Madison, Dane County, Wisconsin

SURVEYED BY :
Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGES _____

WISCONSIN
MICHELLE L. BURSE S-2020 Sun Prairie WI
LAND SURVEYOR

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20___ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____

_____
Register of Deeds

Date: August 27, 2025
Plot View: CSM 13
\BSE2959\dwg\Survey\BSE2959 CSM v2020.dwg

City of Madison

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

Master

File Number: 90026

File ID:	90026	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	Authorizing the City of Madison to Contract with Diehl & Neumaier Company			**Final Action:**	

Title: Authorizing the City of Madison to Contract with Diehl & Neumaier Company to Recycle the Metals and Appliances Collected by the Streets Division

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	Non-Competitive Selection Request - DIEHL & NEUMAIER COMPANY.pdf	**Enactment Number:**	
Author:	Bryan Johnson	**Hearing Date:**	
Entered by:	bjohnson2@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Streets Division	09/15/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Common Council (10/28/25)

Text of Legislative File 90026

Fiscal Note

The proposed resolution authorizes the non-competitive selection contract with Diehl & Neumaier Company to recycle the metals and appliances collected by the Streets Division. The contract would begin January 1, 2026, for a five-year term and offers options for two one-year renewals. The total cost of the contract is not to exceed $400,000. Funding for 2026 ($70,000) is included in the Streets Division 2026 budget within the Recycling service. Expenses are paid through the Resource Recovery Special Charge. Funding for upcoming years will be included in the future agency budget requests. No additional appropriation is required.

Title

Authorizing the City of Madison to Contract with Diehl & Neumaier Company to Recycle the Metals and Appliances Collected by the Streets Division

Body

WHEREAS, the City of Madison Streets Division provides appliance and scrap metal collection

to City of Madison residents via large item collection and drop-off site services, and;

WHEREAS, the City of Madison Streets Division collected 853.96 tons of metal items and appliances in 2024, and;

WHEREAS, the contract with the current metals recycler, Kruser Recycling, expires on December 31, 2025, and the proprietor of the business will be retiring and closing the business after a long and successful career in the scrap recycling industry; and;

WHEREAS, Diehl & Neumaier Company is the selected vendor to provide metal and appliance recycling for these materials collected by the Streets Division starting on January 1, 2026, and;

WHEREAS, Diehl & Neumaier Company was chosen as the vendor following an RFP process that received no bids, so the Streets Division sought out a company that could provide the services necessary for the Streets Division to continue providing metals and appliance collection services for the City of Madison;

WHEREAS, Diehl & Neumaier Company has a long history of metal and appliance recycling as their company started over 50 years ago in 1972, and;

WHEREAS, Diehl & Neumaier Company is part of the Wisconsin DNR Refrigerant Recovery Program, meaning they can accept and safely process dehumidifiers, air conditioners, refrigerators, and similar refrigerant containing materials collected by the Streets Division, and;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Clerk are authorized to enter into a new contract with Diehl & Neumaier Company for recycling of metal items and appliances collected by the City of Madison Streets Division and that the contract shall be for five years with the possibility of two one-year extensions.

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

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

Non-Competitive Selection Request

Requisition Number

Fund
1250 OTHER RESTRICTED

Major
542** Building/Facility Maintenance/Repair

Agency
Streets & Recycling

Total Purchase Amount
$ 400,000.00

Vendor Name
DIEHL & NEUMAIER COMPANY

Product/Service Description
SCRAP METAL AND APPLIANCE RECYCLER

Exception Criteria
5. No acceptable bids have been received after formal advertising.

Reason For Request
WE WENT OUT FOR BID AND DID NOT RECEIVE ANY RESPONSES. WE FOUND THIS COMPANY TO PROVIDE THE SERVICES WE NEED.

Requestor
Johnson, Bryan Hutchinson, Brian

Comments
The City of Madison has not purchased from this vendor before.

City of Madison

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

Master

File Number: 90027

File ID:	90027	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/12/2025
File Name:	Authorizing the City of Madison to Enter into a New Contract with Pellitteri Waste Systems			**Final Action:**	

Title: Authorizing the City of Madison to Enter into a New Contract with Pellitteri Waste Systems for the Sorting, Processing, and Marketing of Recyclables Collected by the Streets Division

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Bryan Johnson	**Hearing Date:**	
Entered by:	bjohnson2@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Streets Division	09/15/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Common Council (10/28/25)

Text of Legislative File 90027

Fiscal Note

The proposed resolution authorizes the Streets Division to enter into contract with Pellitteri Waste Systems for sorting, processing, and marketing recyclables collected by the Streets Division.

Pellitteri has been providing recycling services for the City since 2012 (authorized under Legistar 23489). In 2014, Legistar 34379 authorized an extension of the initial contract through 2021. In 2021 another five-year contract was authorized under Legistar 64004. This new contract would begin January 1, 2027, for an eight-year term, expiring December 31, 2034, and offers options for two three-year renewals.

The contract stipulates that the City pays Pellitteri a per ton tipping fee for processing the City's recyclables. The fee is calculated annually and includes the following:

1. a Base Rate of $27.50 per ton, subject to a 3% annual increase during the life of the

contract.
2. a Contamination Surcharge of $100 per ton based on the percentage of contaminated or not recyclable materials
3. a Market Flexibility Factor that will be used to adjust the base rate, based on the market value of recyclable commodities.

Title

Authorizing the City of Madison to Enter into a New Contract with Pellitteri Waste Systems for the Sorting, Processing, and Marketing of Recyclables Collected by the Streets Division

Body

WHEREAS, the City of Madison Streets Division began a curbside recycling program in 1968, making it the first such program in the nation, and;

WHEREAS, the City of Madison Streets Division collected 15,359.68 tons of mixed recyclables in 2024, and;

WHEREAS, the current contract for sorting and processing recyclables expires on December 31, 2026; and;

WHEREAS, Pellitteri Waste Systems has provided recycling processing services for the City of Madison since 2012, and;

WHEREAS, Pellitteri Waste System continues to be a valued partner in helping Madisonians recycle more and recycle right by investing in new sorting equipment, including state-of-the-art robotics, and educational videos, and;

WHEREAS, Pellitteri Waste Systems, following a request for proposals process conducted in February 2025 through March 2025, was selected as the vendor for the next contract to sort, process, and market the recyclables collected by the City of Madison Streets Division;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Clerk are authorized to enter into a new contract with Pellitteri Waste Systems for the sorting, processing, and marketing of recyclables collected by the City of Madison Streets Division and that the contract shall be for eight years with the possibility of two separate three-year extensions.

City of Madison

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

Master

File Number: 90103

File ID:	90103	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/25/2025
File Name:	Official Map Amendment - Grainger Hall Block			**Final Action:**	

Title: Amending the City of Madison Official Map to remove mapped reservations for future public streets located on Block 2 of the University Addition to Madison in the Northwest Quarter of Section 23, Township 7 North, Range 9 East in the City of Madison, on land generally addressed as 975 University Avenue. (District 8)

Notes:

Sponsors:	MGR Govindarajan	**Effective Date:**	
Attachments:	Exhibit A.pdf, Resolution 47176_09-18-90.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Plan Commission (11/3/25), Transportation Commission (10/22/25), Board of Public Works (10/29/25), Common Council (11/25/25)

Text of Legislative File 90103

Fiscal Note
No City appropriation is required with the approval of this proposed amendment to the Official Map for the City of Madison.
Title
Amending the City of Madison Official Map to remove mapped reservations for future public streets located on Block 2 of the University Addition to Madison in the Northwest Quarter of Section 23, Township 7 North, Range 9 East in the City of Madison, on land generally addressed as 975 University Avenue. (District 8)

Body

PREAMBLE

The City of Madison has used an Official Map since August 1966 to reserve areas for planned future streets/ highways, parks, parkways, and greenways in the existing and future City, as enabled by Wis. Stats. ss. 62.23(6)(c) and Section 16.25(6) of Madison General Ordinances. Where the City has mapped a reservation, building permits may generally not be issued to construct new buildings within the reserved area, and if land with a mapped reservation is divided by plat or Certified Survey Map, the subdivider is required to dedicate the reservations to the public.

On September 18, 1990, the Common Council adopted Second Substitute for Resolution 47,716 (ID 7633) to amend the Official Map in the Northwest Quarter of Section 23, T7N, R9E to reserve areas for future street and highway to widen the right of way of N Brooks Street, W Johnson Street, and N Park Street on Block 2 of the University Addition to Madison, which is the block bounded by University Avenue, N Park Street, W Johnson Street, and N Brooks Street. The final reservations adopted included land for a left-turn bay for traffic turning from eastbound Johnson onto northbound Park, and land to widen the west side of Park between University and Johnson.

The official mapping of the reservations in September 1990 was consistent with conditions of approval imposed by the Common Council on August 1, 1989 and July 10, 1990 as part of its zoning approvals to accommodate future construction of University of Wisconsin-Madison School of Business. Generally, under State statutes, the State of Wisconsin is required to comply with local zoning regulations but is exempt from having to obtain building permits from a municipality; this includes the University of Wisconsin-Madison. The first phase of “Grainger Hall” was constructed on the western two-thirds of the block beginning in 1991, with occupancy in 1993.

Grainger Hall was renovated and expanded in 2005 to occupy the entire Johnson-Brooks-University-Park block, including into the area that had been reserved in 1990 for the left-turn bay on the north side of Johnson at Park. The City did not object to the proposed building placement as part of its zoning approvals for the expansion prior to its construction. Grainger Hall is currently addressed as 975 University Avenue.

The University of Wisconsin-Madison is proposing to construct further additions to Grainger Hall. Since the construction of the last addition, state building codes have changed, which now require that any building constructed across platted lot lines be re-subdivided to eliminate such lines. In the case of Grainger Hall, the building sits across ten platted lots that comprise Block 2 of the University Addition to Madison as well as the vacated right of way of Conklin Place, which used to extend through the block from N Brooks Street to N Park Street. In order to construct the new addition being contemplated, the University is required to combine all of the underlying lots and vacated right of way into one lot by Certified Survey Map. In order to approve the forthcoming Certified Survey Map to be submitted by the University, the Official Map needs to be amended to remove the reservations, which would otherwise be required to be platted and dedicated to the City consistent with Section 16.23(3)(a)2. of Madison General Ordinances.

The request to amend the Official Map to remove the reservations for streets and highways on the block occupied by Grainger Hall has been reviewed by the City Engineering Division, Traffic Engineering Division, and Planning Division, who do not object to these removals. Notice of the amendment to the Official Map to remove these resolutions has been provided as required by Section 16.25(6) of Madison General Ordinances.

*****

WHEREAS the Common Council adopted Ordinance 2091 on August 11, 1966 to establish the Official Map for the City of Madison for the City of Madison located in the Northwest Quarter of Section 23, Township 7 North, Range 9 East to map various future streets/ highways, parkways, and greenways in the portion of the City generally bounded by Mills Street on the west, State Street on the north, a north-south line that is the prolongation of Bedford Street on the east, and Regent Street on the south; and

WHEREAS the Common Council adopted Resolution 47,716 (ID 7633) on September 18, 1990 to amend the Official Map sheet for said quarter section to reserve land on the block bounded by University Avenue, N Park Street, W Johnson Street, and N Brooks Street for street and highway purposes, said reservations including land for a left-turn bay for traffic turning from eastbound Johnson onto northbound Park and land to widen the west side of Park between University and Johnson; and

WHEREAS the University of Wisconsin-Madison ("University") constructed Grainger Hall on the subject block, including on portions of the block reserved for street and highway purposes; and

WHEREAS the City did not object to the construction of Grainger Hall in its present location as part of its zoning review of the project; and

WHEREAS the University proposes to construct an addition to Grainger Hall, which requires the combination of the lots and vacated right of way underlying the building into one lot; and

WHEREAS Section 16.23(3)(a)2. of Madison General Ordinances requires that lands reserved on the Official Map be platted and dedicated as a condition of subdivision or land division (Certified Survey Map) approval; and

WHEREAS the University has requested that the Official Map be amended to remove the mapped reservations for future public streets and highways in the subject block to facilitate the lot combination and building addition; and

WHEREAS the University's request has been reviewed by the City Engineer, Director of the Traffic Engineering Division, and Director of the Planning Division or their designees and no objections have been raised;

NOW THEREFORE BE IT RESOLVED, the Common Council hereby amends the City of Madison Official Map to remove those lands reserved for Proposed Streets and Highways located on Block 2 of the University Addition to Madison in the Northwest Quarter of Section 23, Township 7 North, Range 9 East as shown on attached map Exhibit A, pursuant to Section 16.25(6) of Madison General Ordinances and Wis. Stats. ss. 62.23(6)(c).

BE IT RESOLVED that notice of this amendment has been provided pursuant to the requirements under Wisconsin Statutes Sec. 62.23(6) and Section 16.25(6) of Madison General Ordinances.

EXHIBIT

CLIENT
KSingh and Associates

SITE ADDRESS
975 University Avenue, Madison, WI 53715

LEGAL DESCRIPTION
Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10), Block Two (2), University Addition to Madison, in the City of Madison, Dane County, Wisconsin. Also, including vacated Conklin Place lying within the boundaries of said Block 2. EXCEPT the following:
1.) Lands conveyed to the City of Madison by Quit Claim Deed recorded in Vol. 283 of Records, Page 531 as Document No. 1304059.
2.) Lands conveyed to the City of Madison by Quit Claim Deed recorded in Vol. 283 of Records, Page 532 as Document No. 1304060.
3.) Lands conveyed to the City of Madison by Quit Claim Deed recorded in Vol. 283 of Records, Page 535 as Document No. 1304063.

HORIZONTAL DATUM
Horizontal Datum is based on Wisconsin County Coordinate System, Dane Zone (1991)

VERTICAL DATUM
-Vertical Datum is based on National American Vertical Datum of 1988 - Geoid 18 (Per NGS data Sheet)
-Starting Benchmark is the NGS Monument DQ4628, Elevation of 864.16 feet.

NOTE
- Evidence of underground utilities existing on or serving the surveyed property as determined by markings requested by the surveyor pursuant to a Diggers Hotline One-call center utility locate. Ticket Number 20241919737, 20241919745, 20241919767 & 20241919778. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Client understands only utility lines with imbedded electric tracer wires or utilities made of materials capable of electric connectivity can be marked at the surface and located. Depth of utilities may prohibit their location even with electric connectivity.
- This survey was prepared based on Knight Barry Title Insurance Company Commitment No. 2275225, effective date of August 12, 2024 which lists the following easements and/or restrictions from schedule B-II:

  6 - 8 visible evidence shown, if any.

  1 - 5, 9 - 11, 13 - 19 not survey related.

  12. Easements, restrictions and other matters shown on the Plat of University Addition to Madison recorded as Document No. 109. Affects property by location.

BENCHMARKS:
Site Benchmark 1:
Northeast flange bolt on fire hydrant, located Westerly of the Northwesterly most corner of the building.
Elevation: 879.66

Site Benchmark 2:
Southwest flange bolt on fire hydrant, located North of the Northeasterly most face of the building and West of a traffic signal pole on South side of University Avenue.
Elevation: 872.94

LEGEND OF SYMBOLS & ABBREVIATIONS

SANITARY MANHOLE	FIBER OPTIC MARKER	SIGN	
STORM MANHOLE	FIBER OPTIC MANHOLE/VAULT	MAIL BOX	
CLEANOUT	TELEPHONE PEDESTAL	FLAG POLE	
CURB INLET	TELEPHONE MANHOLE/VAULT	BOLLARD	
STORM INLET	TELEPHONE MARKER	CROSS CUT	
CATCH BASIN	TRANSFORMER	IRON PIPE	
LATERAL	ELECTRIC METER/PEDESTAL	IRON REBAR/ROD	
UNKNOWN MANHOLE	ELECTRIC MANHOLE/VAULT	MAG NAIL	
WELL	CABLE TV RISER/BOX CABLE	SECTION MONUMENT	
HYDRANT	TV MANHOLE/VAULT	BENCH MARK	
WATER VALVE	GAS VALVE	CONIFER TREE	
DOWN SPOUT	GAS METER	DECIDUOUS TREE	
SPRINKLER VALVE	GAS MARKER	BUSH	
WATER SHUT OFF	AIR CONDITIONING UNIT	WETLAND SYMBOL	
STANDPIPE	VENT	DIRECTIONAL ARROW	
WATER MANHOLE	UTILITY POLE	SPOT ELEVATION	
FLOOD LIGHT	GUY WIRE	HANDICAP STALL	
LIGHT POLE	TRAFFIC SIGNAL POLE	EMERGENCY FIRE SERVICE	
PARKING METER	BIKE RACK	DUMPSTER	
ASHTRAY	TRASH CAN	PLANTER BOX	

CL.	=CENTERLINE
CONC.	=CONCRETE
EL.	=ELEVATION
EXT.	=EXISTING
INV.	=INVERT
MON.	=MONUMENT
P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
R.O.W	=RIGHT OF WAY
SEC.	=SECTION
SQ. FT.	=SQUARE FEET
W/	=WITH
(R)	=RECORDED AS
(D)	=DEEDED AS

SANITARY SEWER
STORM SEWER
WATER MAIN
FIBER OPTIC LINE
TELEPHONE LINE
ELECTRIC LINE
OVERHEAD WIRES
CABLE TELEVISION
GAS MAIN
WETLANDS
TREE LINE
NO ACCESS
SANITARY SEWER – PER PLAN
STORM SEWER – PER PLAN
WATER MAIN – PER PLAN

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 Inch = 20 ft.

I Certify that I have surveyed the above described property (Property), and the above map is correct to the best of my professional knowledge and belief and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Date: August 30, 2024

WISCONSIN ALLEN J. SCHNEIDER S-2194 GREENFIELD WI LAND SURVEYOR

Allen J. Schneider
Professional Land Surveyor
Registration Number S-2194

Date	Revision description	
8/7/25	Removed Doc. #2224302	mem
8/13/25	Datum Notes added	dmb
9/3/25	Added Doc. #2224302 back	mem
9/12/25	Bolded Reservation line	dmb

CHAPUT LAND SURVEYS
234 W. Florida Street Milwaukee, WI 53204 414-224-8068 www.chaputlandsurveys.com
This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties. Chaput Land Surveys is a division of Pinnacle Engineering Group.
DRAFTED BY: KGD Drawing No. 5689.00

2224362

AGENDA ITEM #____

Copy Mailed
to Aldermen_____

City of Madison, Wisconsin VOL 14781 PAGE 31

A SECOND SUBSTITUTE RESOLUTION
Providing for a change on the Official Map of the City of Madison that will add proposed highway that will allow the City to widen the rights-of-way for Brooks, Johnson, & N. Park Streets in Block 2 of the University Addition in the Northwest 1/4 of Section 23, Town 7 North, Range 9 East, City of Madison, Dane Co., WI.

Presented July 24, 1990
Referred Board of Public Works, Transportation Comm. & Plan Comm.

Rereferred Recessed PH on 9-4; CC 9-18
Reported Back 8-21; 9-4; 9-18

Adopted ✓ POF
Rules Susp. Tabled
Public Hrg. August 21, 1990
Recessed PH - 9-4-90

APPROVAL OF FISCAL NOTE IS NEEDED BY THE COMPTROLLER'S OFFICE
Approved by
Comptroller's Office

DRAFTED BY: Larry D. Nelson, City Engineer
DATE: ~~July 17, 1990~~ ~~Aug. 17, 1990~~ Sept. 10, 1990
FISCAL NOTE: No monies required.

SPONSORS: Ald. Joseph Szwaja, 5th Aldermanic Dist.

SECOND SUB. RESOLUTION NO. 47,176
I D NUMBER 7633

PREAMBLE

The University of Wisconsin has determined that it will build a large building (School of Business), on the block bounded by Park Street, University Avenue, Brooks Street and Johnson Street. To accommodate the activities generated by this building and others, Traffic Engineering has determined that more right-of-way is required.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Official Map of the City of Madison is hereby amended to adding proposed highway to widen the rights-of-way of North Brooks Street, West Johnson Street, and North Park Street in Block 2, of the University Addition, a recorded plat in the Northwest 1/4 of Section 23, Town 7 North, Range 9 East, City of Madison, Dane County, Wisconsin, as shown on the attached sketch, dated July 11, 1990, and revised ~~August 17, 1990~~ September 10, 1990.

7/17/90
RMC:jck

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Madison, Wisconsin at a meeting held on the 18th day of Sept. 19 90

City Clerk

OFFICIAL MAP CHANGE

DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERING DIVISION
CITY OF MADISON, WISCONSIN

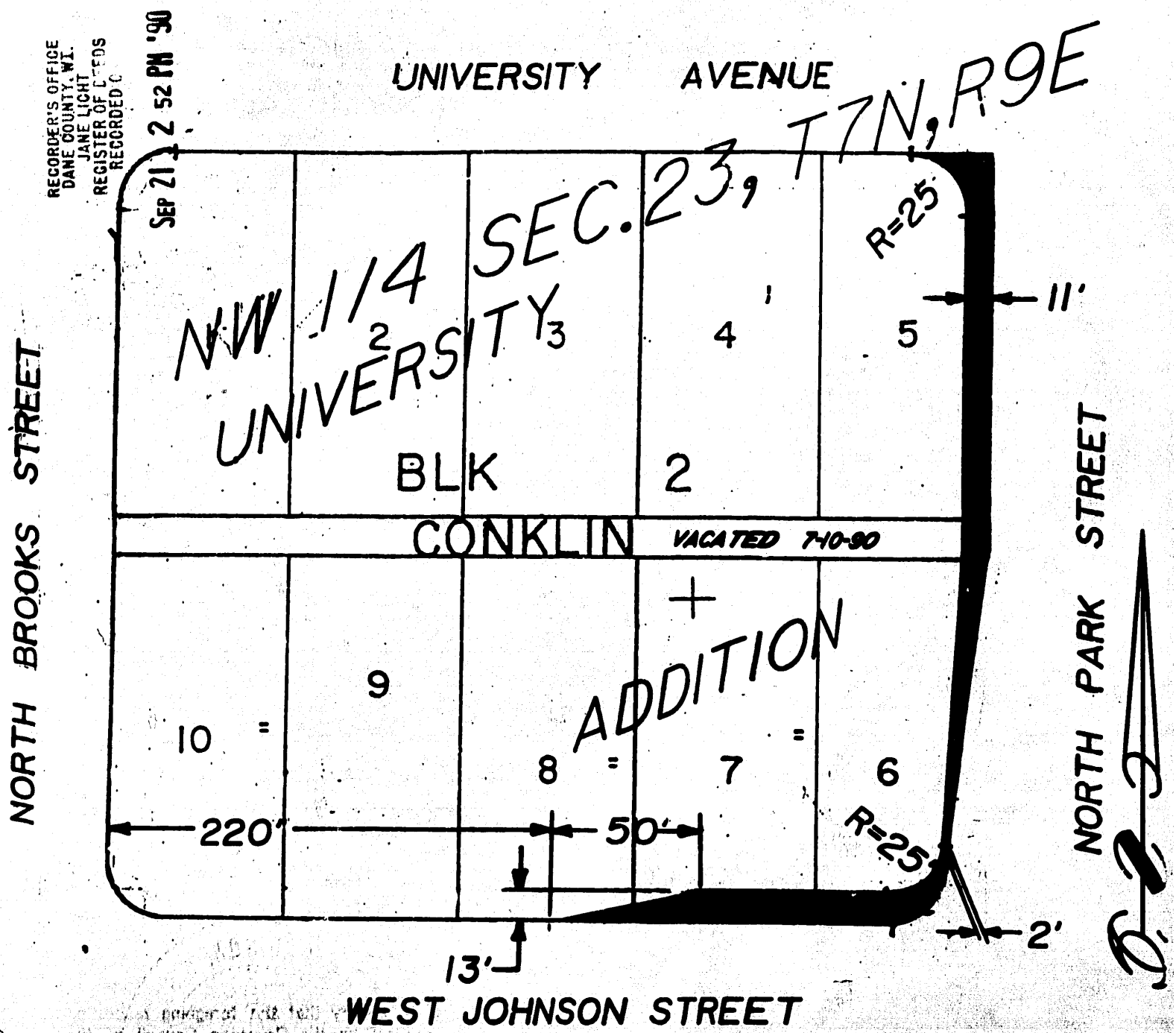
JOHNSON, & N. PARK STREET

DENOTES PROPOSED HIGHWAY TO BE ADDED

VOL 14781 PAGE 32

RECORDER'S OFFICE
DANE COUNTY, WI.
JANE LICHT
REGISTER OF DEEDS
RECORDED

SEP 21 2 52 PM '90



City Clerk Rm 103

DATE JULY 11, 1990
DRAWN BY RMC
REV. AUGUST 17, 19
REV. SEPT. 10, 1990

1328

City of Madison

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

Master

File Number: 90127

File ID:	90127	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/26/2025
File Name:	CSM - 3618 Milwaukee St			**Final Action:**	

Title: Approving a Certified Survey Map of property owned by 3618 MF, LLC located at 3618 Milwaukee Street (District 15).

Notes:

Sponsors:	Planning Division	**Effective Date:**	
Attachments:	CSM Application.pdf, Letter of Intent.pdf, Proposed CSM.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	tparks@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/26/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Plan Commission (11/17/25), Common Council (11/25/25)

Text of Legislative File 90127

Fiscal Note
No City appropriation is required with the approval of this certified survey map. City costs associated with urban development in this area will be included in future operating and capital budgets subject to Common Council approval.

Title
Approving a Certified Survey Map of property owned by 3618 MF, LLC located at 3618 Milwaukee Street (District 15).

Body
WHEREAS a Certified Survey Map of property owned by 3618 MF, LLC located at 3618 Milwaukee Street, City of Madison, Dane County, Wisconsin has been duly filed for approval by the Plan Commission, its Secretary or their designee, as provided for in Section 16.23(4)(f) of Madison General Ordinances; and

WHEREAS Chapter 236, Wisconsin Statutes requires that the Madison Common Council approve any dedications proposed or required as part of the proposed division of the lands contained on said Certified Survey Map;

NOW THEREFORE BE IT RESOLVED that said Certified Survey Map, bond and subdivision contract, subsequent affidavits of correction, parkland acquisition documents, easement or right-of-way release or procurement documents or any other related document or documents as deemed necessary by the Secretary of the Plan Commission in accordance with the approval of said Certified Survey Map are hereby approved by the Madison Common Council.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of the City of Madison are hereby authorized to sign the above mentioned documents related to this Certified Survey Map.

BE IT FURTHER RESOLVED that all dedications included in this Certified Survey Map or required as a condition of approval of this Certified Survey Map be and are hereby accepted by the City of Madison.

BE IT FURTHER RESOLVED that the Common Council authorizes City staff to request approval from the Capital Area Regional Planning Commission of any minor revisions to adopted environmental corridor boundaries within the Central Urban Service Area relating to this land division, and that the Council recognizes and adopts said revised boundaries.

BE IT FURTHER RESOLVED that the Planning Division is authorized to reflect the recorded Certified Survey Map in the Comprehensive Plan and any applicable neighborhood plans.

SUBDIVISION APPLICATION

**** Please read both pages of the application completely and fill in all required fields ****

For a digital copy of this form with fillable fields, please visit:
https://www.cityofmadison.com/sites/default/files/city-of-madison/development-services-center/documents/SubdivisionApplication.pdf

If you need an interpreter, translator, materials in alternate formats or other accommodations to access these forms, please call the Planning Division at (608) 266-4635.

Si necesita interprete, traductor, materiales en diferentes formatos, u otro tipo de ayuda para acceder a estos formularios, por favor llame al (608) 266-4635.

Yog tias koj xav tau ib tug neeg txhais lus, tus neeg txhais ntawv, los sis xav tau cov ntaub ntawv ua lwm hom ntawv los sis lwm cov kev pab kom paub txog cov lus qhia no, thov hu rau Koog Npaj (Planning Division) (608) 266-4635.

City of Madison
Planning Division
Madison Municipal Building, Suite 017
215 Martin Luther King, Jr. Blvd.
P.O. Box 2985
Madison, WI 53701-2985
(608) 266-4635

NOTICE REGARDING LOBBYING ORDINANCE: If you are seeking approval of a development that has over 40,000 square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of $10,000 (including grants, loans, TIF or similar assistance), then you likely are subject to Madison's lobbying ordinance (M.G.O. Sec. 2.40). You are required to register and report your lobbying. Please consult the City Clerk's Office for more information. Failure to comply with the lobbying ordinance may result in fines.

1. Application Type

☐ Preliminary Subdivision Plat ☐ Final Subdivision Plat ☑ Land Division/Certified Survey Map (CSM)

If a Plat, Proposed Subdivision Name: _____

2. Review Fees

- For Preliminary and/or Final Plats, an application fee of $250, plus $50 per lot or outlot contained on the plat.
- For Certified Survey Maps, an application fee of $250 plus $200 per lot and outlot contained on the CSM.

Make checks payable to "City Treasurer" and mail it to the following address: City of Madison Building Inspection; P.O. Box 2984; Madison, WI 53701-2984. Please include a cover page with the check which includes the project address, brief description of the project, and contact information.

3. Property Owner and Agent Information

Name of Property Owner: 3618 MF LLC — Representative, if any: Aimee Bauman
Street address: 3330 University Avenue, 300 — City/State/Zip: Madison, WI 53705
Telephone: _____ — Email: [redacted]

Firm Preparing Survey: Vierbicher — Contact: Kevin Pape
Street address: 999 Fourier Drive, Suite 201 — City/State/Zip: Madison, WI 53705
Telephone: 608-821-3955 — Email: [redacted]

Check only ONE – ALL Correspondence on this application should be sent to: ☐ Property Owner, OR ☑ Survey Firm

4. Property Information for Properties Located within Madison City Limits

Parcel Addresses: 3618 Milwaukee Street
Tax Parcel Number(s): 0710-0402-0094-6
Zoning District(s) of Proposed Lots: TR-C1 — School District: Madison

- **Please include a detailed description of the number and use of all proposed lots and outlots in your letter of intent.**

4a. Property Information for For Properties Located *Outside* the Madison City Limits in the City's Extraterritorial Jurisdiction:

Parcel Addresses (note town if located outside City): _____
Date of Approval by Dane County: _____ — Date of Approval by Town: _____

- **For an exterritorial request to be scheduled, approval letters from both the Town and Dane County must be submitted.**

5. Subdivision Contents and Description. Complete table as it pertains to your request; do not complete gray areas.

Land Use	Lots	Outlots	Acres
Residential	3	1	5.112
Retail/Office			
Industrial			

Land Use	Lots	Outlots	Acres
Other (state use):			
Outlots Dedicated to the Public (Parks, Stormwater, etc.)			
Outlots Maintained by a Private Group or Association			
PROJECT TOTALS	1		5.112

6. Required Submittal Materials

Digital (PDF) copies of all items listed below (if applicable) are required. Applicants are to submit each of these documents as *individual PDF files* in an e-mail sent to PCapplications@cityofmadison.com. The transmittal shall include the name of the project and applicant. Note that *an individual email cannot exceed 20MB* and it is the *responsibility of the applicant* to present files in a manner that can be accepted. Electronic submittals via file hosting services (such as Dropbox) are *not* allowed. Applicants who are unable to provide the materials electronically should contact the Planning Division at Planning@cityofmadison.com or (608) 266-4635 for assistance.

☒ **A Completed Subdivision Application Form** (i.e. both sides of this form)

☒ **Map Copies** (prepared by a Registered Land Surveyor):

- For Preliminary Plats, the drawings must be drawn to scale and are required to provide all information as set forth in M.G.O. Sec. 16.23 (7)(a).
- For Final Plats, the drawings must be drawn to scale and drawn to the specifications of §236.20, Wis. Stats..
- For Certified Survey Maps (CSMs), the drawings shall include all of the information set forth in M.G.O. Secs. 16.23 (7)(a) and (d), including existing site conditions, the nature of the proposed division and any other necessary data. Utility data (field located or from utility maps) may be provided on a separate map submitted with application.

For Plat & CSMs, in addition to the PDF copy, a digital CADD file shall also be submitted in a format compatible with AutoCAD. The digital CADD file(s) shall be referenced to the Dane County Coordinate System and shall contain, at minimum, the list of items stated below, each on a separate layer/level name. The line work shall be void of gaps and overlaps and match the plat, preliminary plat or CSM as submitted: a) Right-of-Way lines (public and private); b) Lot lines; c) Lot numbers; d) Lot/Plat dimensions; e) Street names; f) Easement lines (i.e. all in title and shown on the plat or CSM including wetland & floodplain boundaries.)

☒ **Letter of Intent**: One copy of a letter describing the proposed subdivision or land division in detail including, but not limited to:

- The number and type/use of the lots and outlots proposed with this subdivision or land division, including any outlots to be dedicated to the public;
- Existing conditions and uses of the property;
- Phasing schedule for the project, and;
- The names of persons involved (property owner(s), subdivider, surveyor, civil engineer, etc.).

* *The letter of intent for a subdivision or land division may be the same as the letter of intent submitted with a concurrent Land Use Application for the same property.*

** *A letter of intent is not required for Subdivision Applications for lot combinations or split duplexes.*

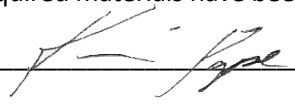
☒ **Report of Title and Supporting Documents**: One copy of a City of Madison standard 60-year Report of Title obtained from a title insurance company as required in M.G.O. Sec. 16.23 and as satisfactory to the Office of Real Estate Services. Note:

- *The Report of Title must have been completed within three (3) months of the submittal date of this application. Title insurance or a title commitment policy are NOT acceptable* (i.e. a Preliminary Title Report or a Record Information Certificate).
- The electronic PDF submittal shall include images of the vesting deeds and all documents listed in the Report of Title.
- *Do not email these files to the City's Office of Real Estate Services*. Send them instead to the email address noted at the top of this page.

☐ **For Surveys Outside the Madison City Limits**: One copy of the approval letters from the town where the property is located *and* Dane County shall be submitted with your request. The Plan Commission may not consider an application within its extraterritorial jurisdiction without prior approval from the town and Dane County.

7. Applicant Declarations:

The signer attests that the application has been completed accurately and all required materials have been submitted:

Applicant's Printed Name: Kevin Pape Signature: 

Date: 09/17/25 Interest In Property On This Date: Surveyor

Cedarburg
Milwaukee
Seattle

September 22, 2025

Re: 3618 Milwaukee St. CSM-Letter of Intent

City of Madison Plan Commission
Madison Municipal Building
Suite LL100
215 Martin Luther King Jr. Boulevard
Madison, WI 53710

Dear Plan Commission Members,

We are pleased to submit to you this proposal to prepare the parcel at 3618 Milwaukee Street for future development. This letter outlines the proposed subdivision and land use application that supports a cohesive vision for residential growth in the area.

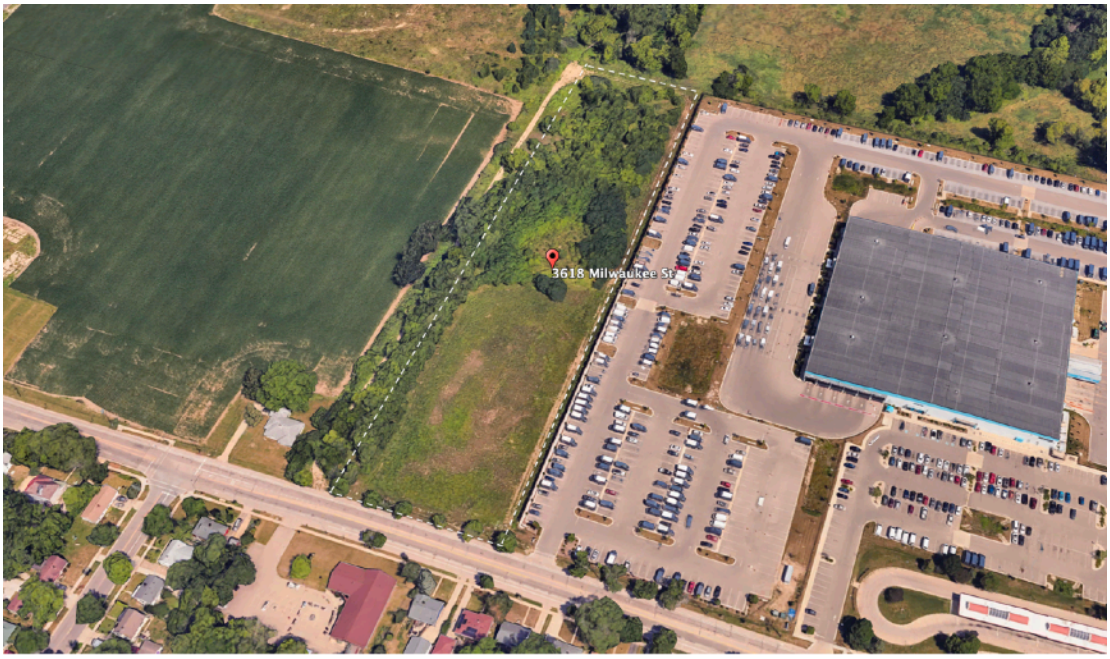
Situated just east of the recently approved Starkweather Plat, the site offers a natural extension of the neighborhood's residential character and walkable street network. Building on the success of that project, this proposal continues the emphasis on livability, pedestrian scale, and thoughtful urban design across several new residential parcels

Based on preliminary analysis, we believe the neighborhood can accommodate up to 250 housing units across three parcels, contributing to a vibrant development that aligns with community goals and planning objectives.

Existing Site

The project site encompasses approximately five acres of undeveloped land currently zoned TR-CI. The terrain is predominantly upland, with no identified wetlands or high-quality habitat, making it well-suited for residential development. Existing vegetation consists mainly of scrub with minimal tree coverage.

This parcel shares its eastern boundary with the DWI4 Amazon Delivery Station at 3650 Milwaukee Street, which recently installed a retaining wall and electric vehicle charging stations along the shared edge. These site conditions played a key role in shaping the proposed layout and phasing strategy, particularly in terms of buffering, access, and visual screening.



[Aerial photograph describing the location of the 3618 Milw. St Parcel]

General Project Description

The proposed plan introduces three new residential lots and one outlot, thoughtfully positioned to support cohesive development. The layout responds to adjacent land uses—including the Starkweather Plat to the west and the Amazon Delivery Station to the east—in the following ways:

- **Seamless neighborhood integration**: Residential development on the west side of the parcel aligns with the character and street network of the adjacent Starkweather Plat, promoting continuity and community cohesion.
- **Strategic buffering:** A new north–south street along the eastern edge of the site provides a functional buffer between residential uses and the Amazon Delivery Station, enhancing privacy and reducing potential conflicts.
- **Stormwater management and daylight access:** The stormwater outlot in the northwest corner serves as both a drainage solution and a spatial buffer, ensuring adequate daylight reaches the neighboring community garden spaces.

- **Pedestrian connectivity:** A mid-block extension of the stormwater outlot preserves pedestrian-scale movement through the site and encourages access to public amenities within the Starkweather Plat.
- **Vehicle circulation and alley potential:** An access easement along the eastern boundary offers the opportunity to route vehicle traffic behind residential lots, potentially functioning as a slow-moving alley for parking and service access.



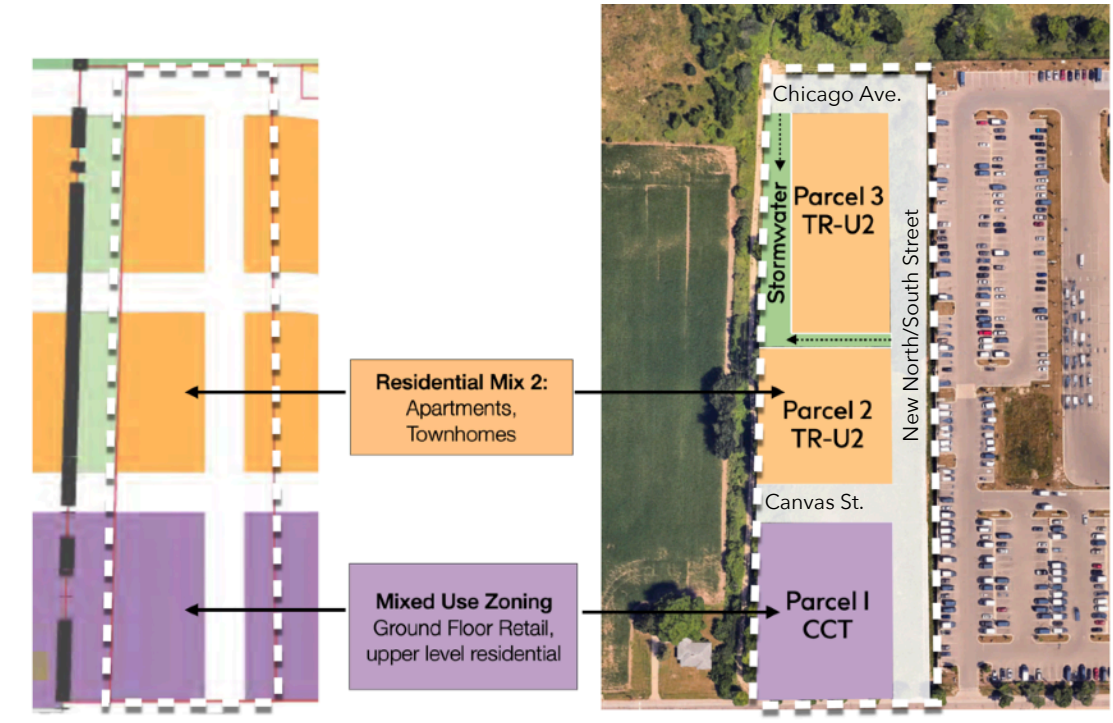
[Conceptual Site Plan at 3618 Milwaukee St showing adjacent parcels]

Zoning and relationship to Milwaukee Street Special Area Neighborhood Plan

The future use and development of the 3618 Milwaukee Street parcel—commonly referred to as the "Duren" property—is outlined in the 2018 Milwaukee Street Special Area Plan. As noted on page 6,

the parcel was part of a broader shift in land use strategy, transitioning from single-family zoning to medium residential, which accommodates a wider variety of housing types.

Specifically, the Duren parcel was identified as a candidate for Community Mixed Use zoning. While one of the initial drivers for this recommendation was the proximity to the now-decommissioned East Transfer Point Station, the plan also reflected strong neighborhood interest in more locally focused retail and services. These amenities were envisioned as part of a mixed-use development, potentially with commercial uses on the ground floor and residential units above—supporting both walkability and community vitality.



Milwaukee St. Special Area Plan (2018)
Future Land Use Enlargement

Proposed Site Plan

Lot No:	LOT I	LOT 2	LOT 3	OUTLOT
Zoning:	CCT	TR-U2	TR-U2	TR-U2
Area:				
Poss. Height	3-4 stories	3-4 stories	3-4 stories	-
Poss. Use:	85 flats	85 flats	85 flats	Stormwater

Street Design

The project includes the planned extension of both Chicago Avenue to the north and Canvas Street to the south, with the submitted drawings allocating sufficient right-of-way for these future connections.

In addition, a new north–south street is proposed along the eastern edge of the parcel, connecting Milwaukee Street to Chicago Avenue. The design team has collaborated closely with the City's Engineering and Planning departments to ensure the proposed right-of-way meets applicable standards and supports long-term connectivity.

This new street will be designed in accordance with the Complete Green Streets framework. It is currently envisioned to include on-street parking along the development-facing side only, with intentional breaks in parking to accommodate aerial apparatus access for emergency services.

Neighborhood Engagement

The 3618 Milwaukee Street parcel holds significance for the Eastmoreland Neighborhood, a sentiment that was clearly expressed during the community meeting held on June 26, 2025.

Residents voiced strong support for the development's goals, particularly the commitment to high-quality residential design and the preservation of the neighborhood's established character. Attendees appreciated that the proposed plan avoids impacting any high-quality environmental areas and incorporates walkability into the design of new streets.

One key area of interest was the connection between the new street and Milwaukee Street, with residents emphasizing the importance of safe crossing conditions for pedestrians, cyclists, and other modes of transportation. This aspect of the project will continue to evolve in collaboration with the City of Madison as the street design is refined.

Development Schedule

The timeline of future development on these parcels is not known; there are no current plans to develop these sites. The intention of this application is to prepare the needed subdivision and rezoning work to allow the parcels to be considered for future development.

We look forward to working with City staff to further develop this new neighborhood. Thank you for your consideration.

Therese Hanson
Project Architect
The Kubala Washatko Architects

© Vierbicher Associates, Inc.

CERTIFIED SURVEY MAP No. _____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NW1/4 OF SEC. 04–07–10 MEASURED AS BEARING N01°36'15"E

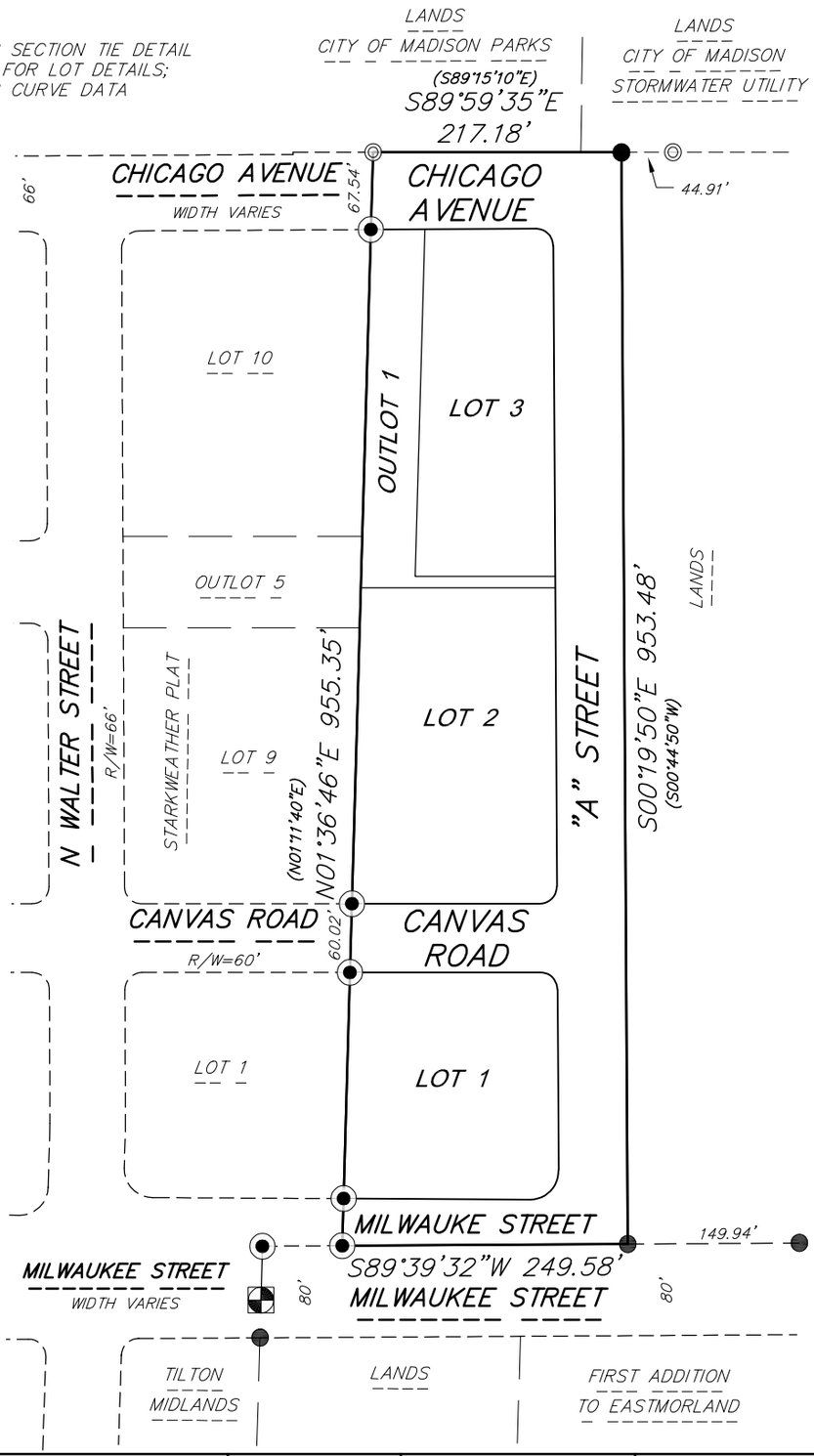
GRAPHIC SCALE: 1" = 150'

0 150 300

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 1–1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- SET 3/4" X 18" SOLID IRON RE–ROD; MIN. WT. 1.50 LBS./FT.
- ( ) RECORDED AS INFORMATION

NOTE:
SEE SHEET 5 FOR SECTION TIE DETAIL
SEE SHEETS 2–4 FOR LOT DETAILS;
SEE SHEET 9 FOR CURVE DATA



17 Sep 2025 - 11:03a M:\Threshold Development\230244_3618 Milwaukee Street\CADD\230244_CSM.dwg by: kpap

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Job #: 230244 Date: 09/17/2025 Rev: Drafted By: KPAP Checked By: ZDRE	SURVEYED FOR: Threshold Development Group 1954 Atwood Avenue Madison, WI 53704	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____

SHEET 1 OF 11

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CERTIFIED SURVEY MAP No. _____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



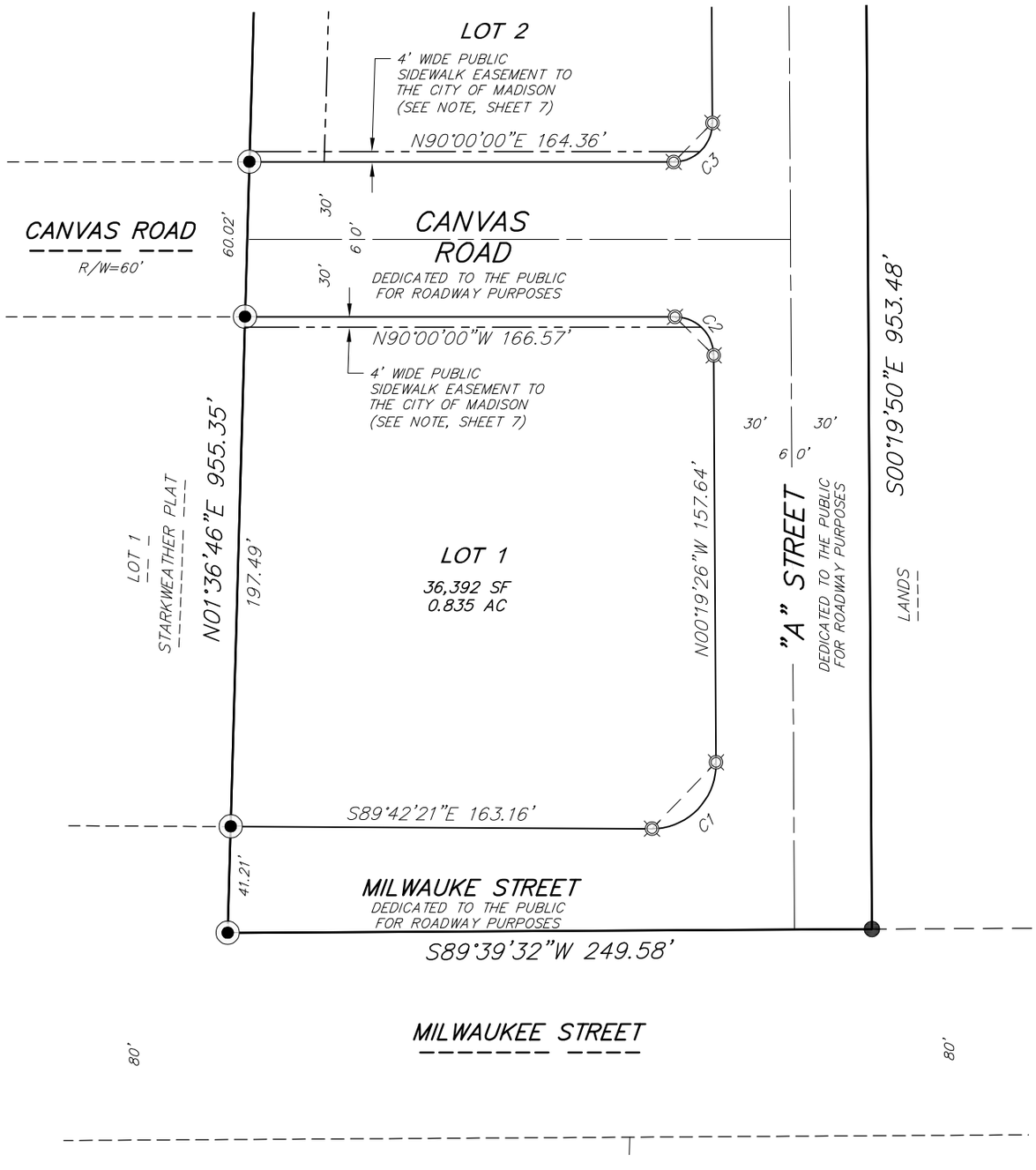
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NW1/4 OF SEC. 04-07-10 MEASURED AS BEARING N01°36'15"E

GRAPHIC SCALE: 1" = 60'



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 1-1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- SET 3/4" X 18" SOLID IRON RE-ROD; MIN. WT. 1.50 LBS./FT.
- ( ) RECORDED AS INFORMATION



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Job #: 230244 Date: 09/17/2025 Rev: Drafted By: KPAP Checked By: ZDRE	SURVEYED FOR: Threshold Development Group 1954 Atwood Avenue Madison, WI 53704	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 2 OF 11

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CERTIFIED SURVEY MAP No. _____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

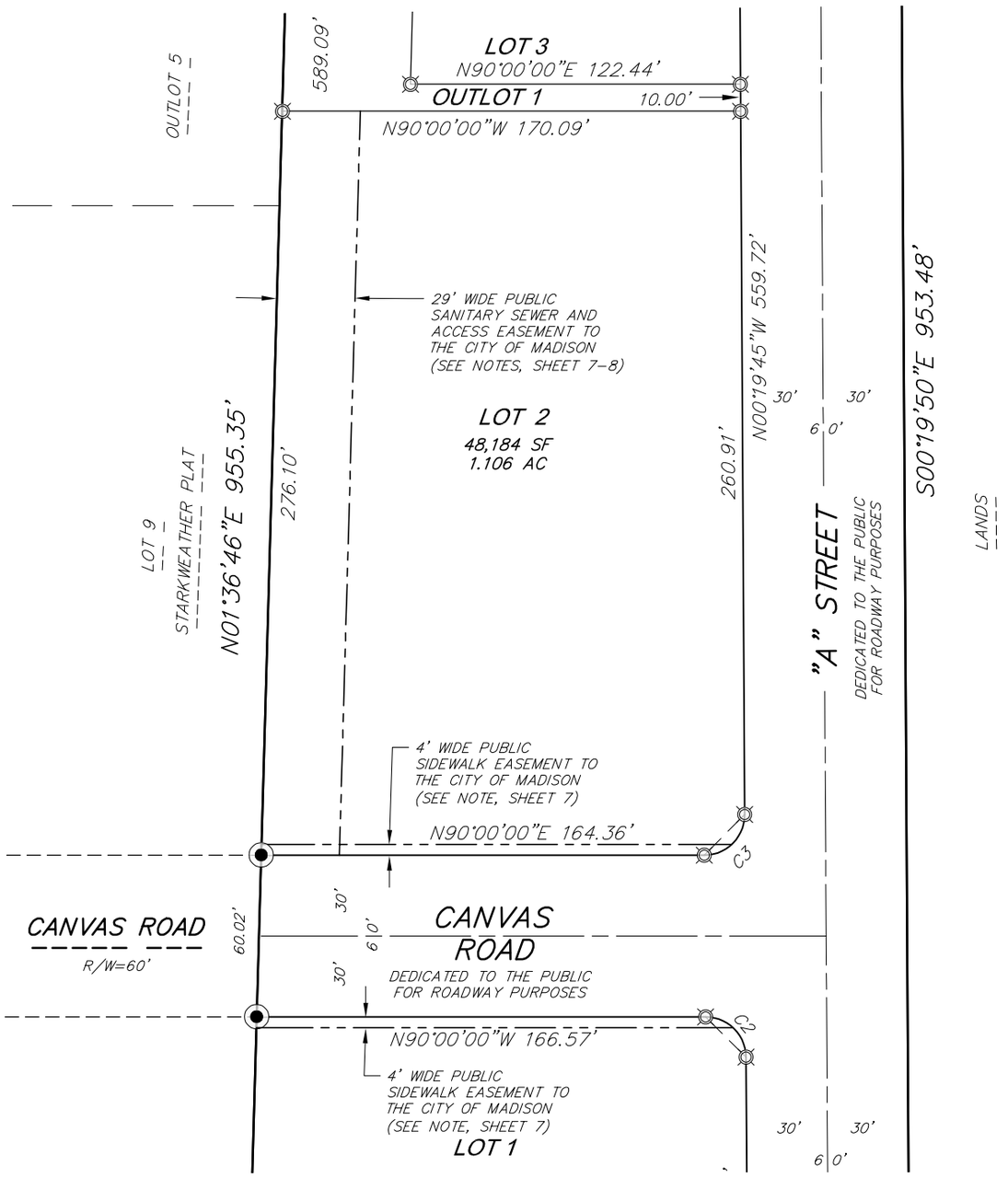
BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NW1/4 OF SEC. 04–07–10 MEASURED AS BEARING N01°36'15"E

GRAPHIC SCALE: 1" = 60'

0 30 60 120

SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 1–1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- SET 3/4" X 18" SOLID IRON RE–ROD; MIN. WT. 1.50 LBS./FT.
- ( ) RECORDED AS INFORMATION



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Job #: 230244	SURVEYED FOR: Threshold Development Group, 1954 Atwood Avenue, Madison, WI 53704
Date: 09/17/2025	
Rev:	
Drafted By: KPAP	
Checked By: ZDRE	

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

SHEET 3 OF 11

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CERTIFIED SURVEY MAP No. _____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NW1/4 OF SEC. 04-07-10 MEASURED AS BEARING N01°36'15"E

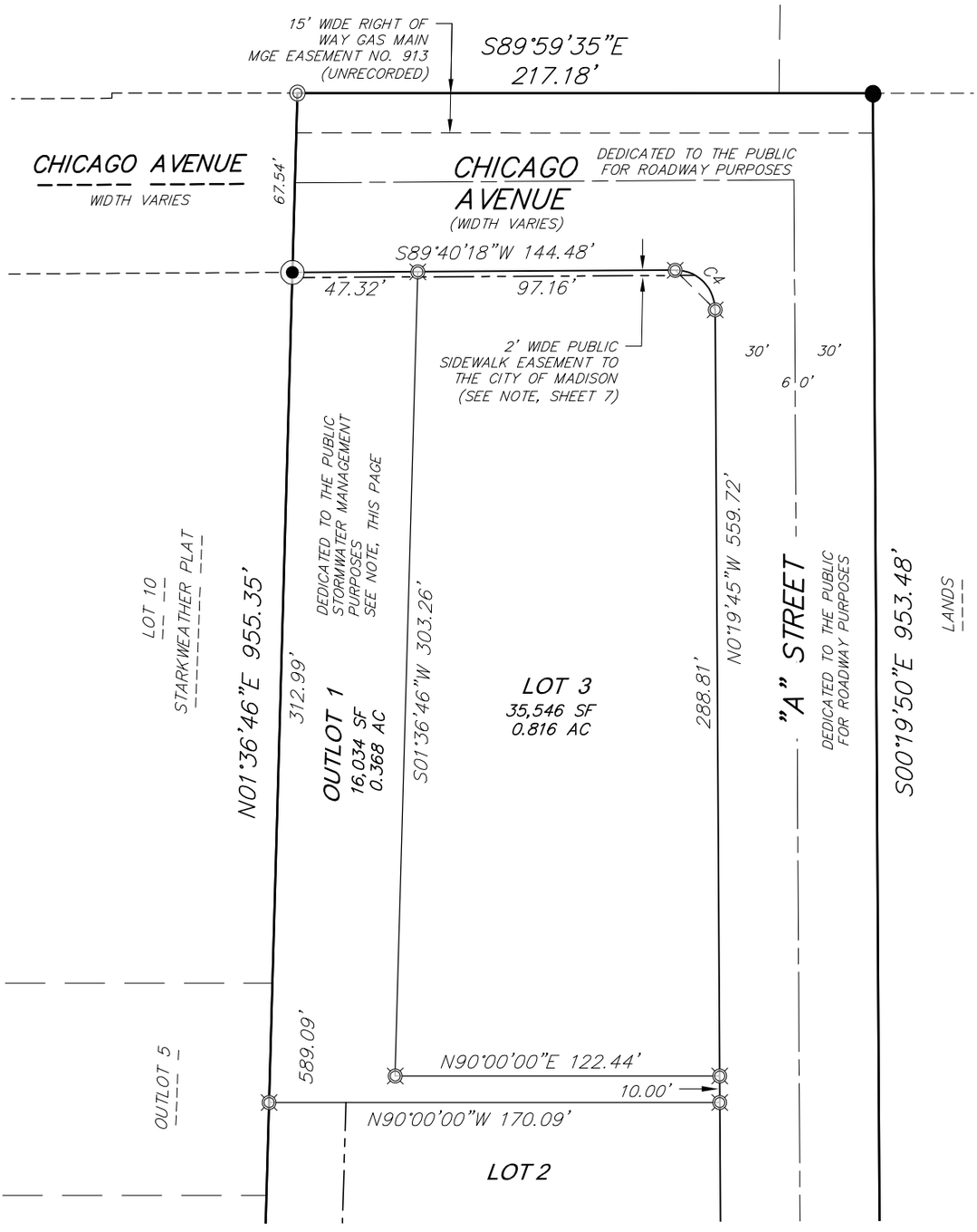
GRAPHIC SCALE: 1" = 60'



SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 1-1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- SET 3/4" X 18" SOLID IRON RE-ROD; MIN. WT. 1.50 LBS./FT.
- ( ) RECORDED AS INFORMATION

NOTE:
OUTLOT 1 IS SUBJECT TO A PUBLIC SANITARY SEWER AND ACCESS EASEMENT TO THE CITY OF MADISON OVER ITS ENTIRETY. SEE NOTES, SHEETS 7-8.



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Job #.: 230244 Date: 09/17/2025 Rev: Drafted By: KPAP Checked By: ZDRE	SURVEYED FOR: Threshold Development Group 1954 Atwood Avenue Madison, WI 53704	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 4 OF 11

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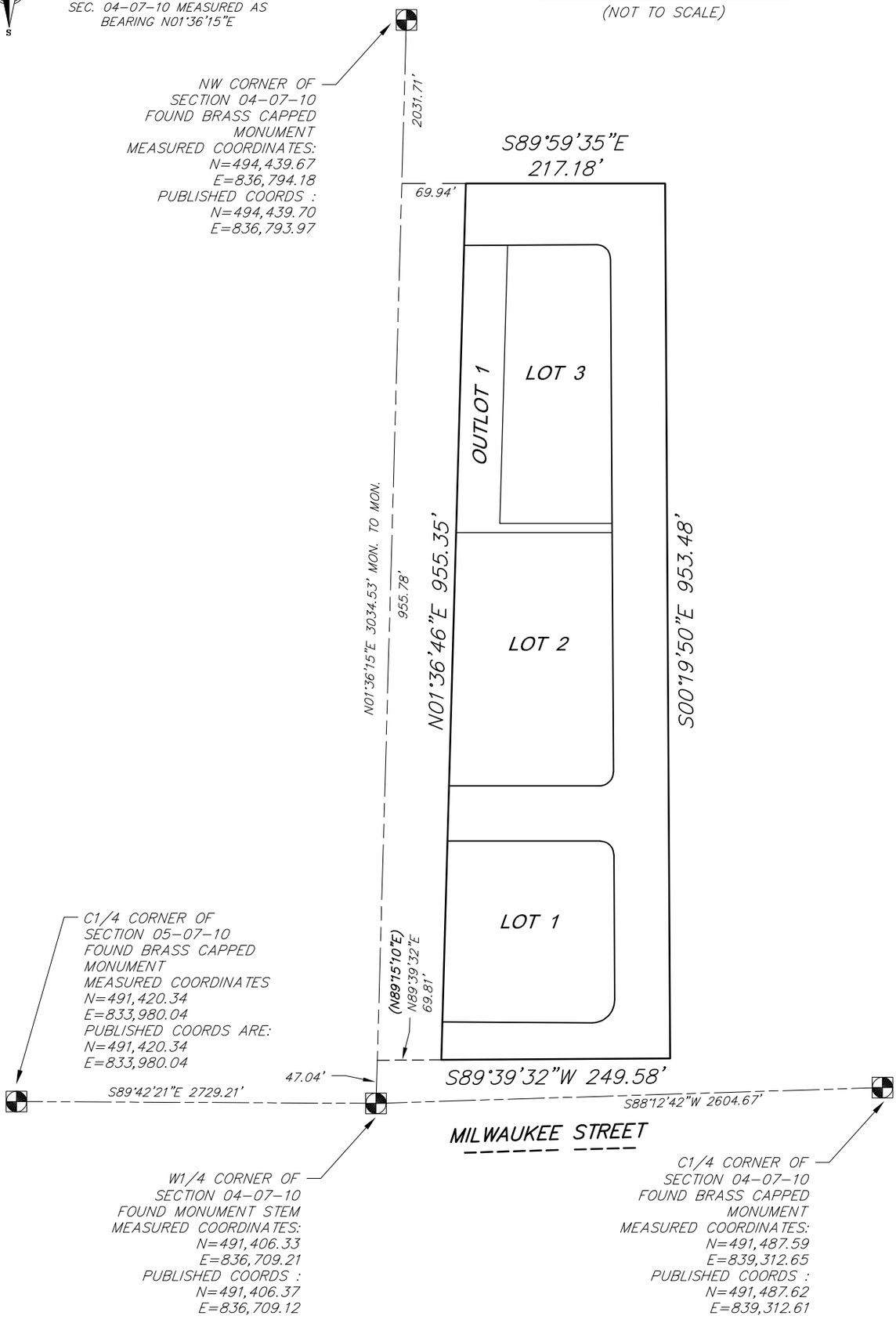
PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY, WISCONSIN, THE WEST LINE OF THE NW1/4 OF SEC. 04–07–10 MEASURED AS BEARING N01°36'15"E

SECTION TIE DETAIL

(NOT TO SCALE)



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CERTIFIED SURVEY MAP No._____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

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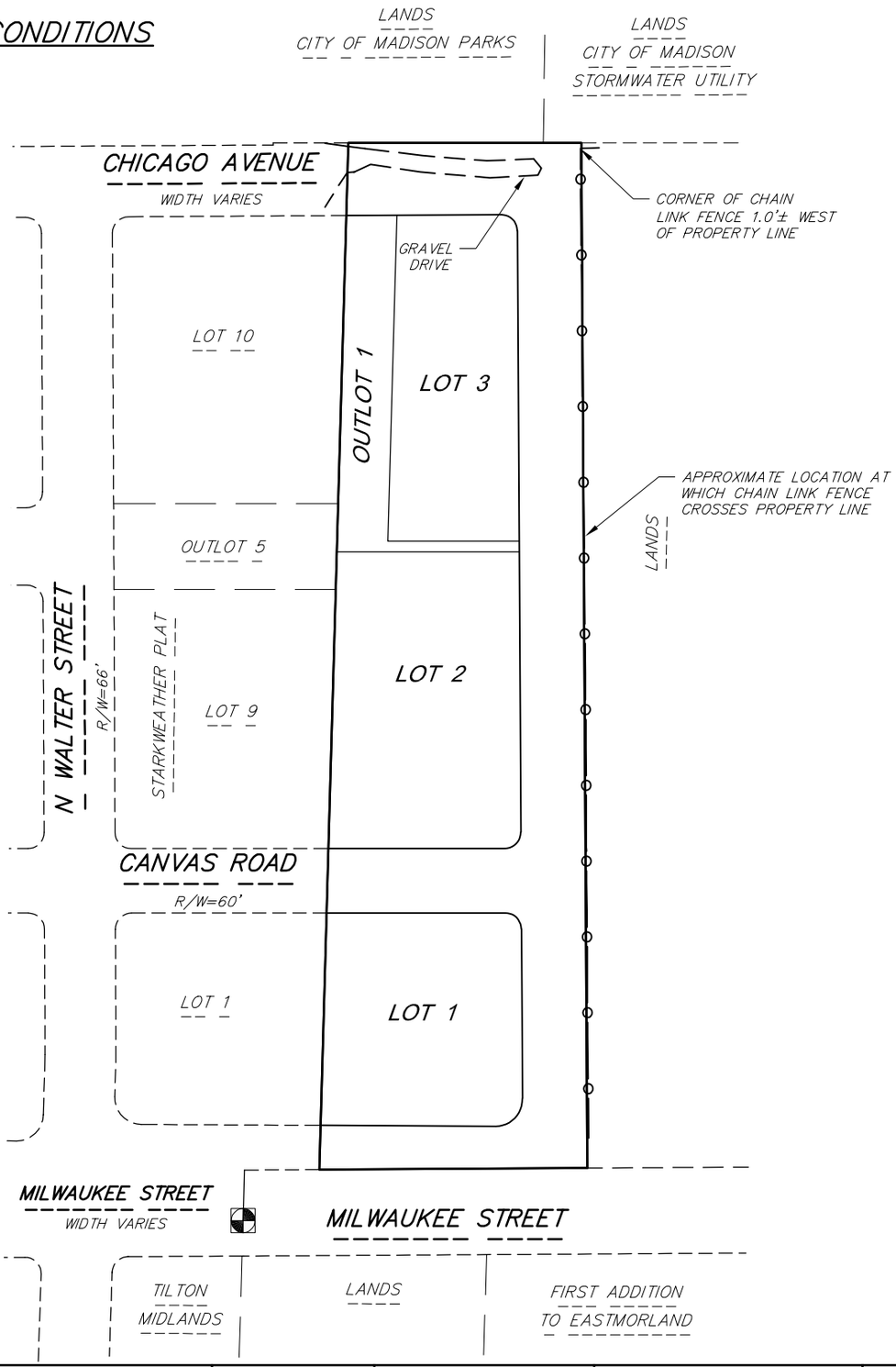
GRAPHIC SCALE: 1" = 150'

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SURVEY LEGEND

- PUBLIC LAND CORNER AS NOTED
- FOUND 1" ø IRON PIPE
- FOUND 1-1/4" ø IRON ROD
- FOUND 3/4" ø IRON ROD
- ( ) RECORDED AS INFORMATION

EXISTING CONDITIONS



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PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

PUBLIC SIDEWALK EASEMENT:

Creation of Easement Rights: A permanent easement over, across a portion of the property (the "Easement Area") is established, memorialized, reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by the City of Madison for public sidewalk and bike path purposes. City of Madison and its employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, replace and reconstruct the public sidewalk and bike path within the Easement Area. City of Madison shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

Property Restoration: City of Madison shall repair any damage caused to any pavement, concrete or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison as provided herein. Following completion of any excavation work, City of Madison shall promptly restore the area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete and turf.

Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easement Area for any purpose, provided such use shall not interfere with the easement rights of the City of Madison hereunder. No buildings or structures or fences unrelated to the public use shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.

Release of Rights to Easements Created by Plat: Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.

PUBLIC SANITARY SEWER EASEMENTS:

Creation of Easement Rights: A permanent easement over, across and within the Easement Area is established, memorialized, reserved by, granted, conveyed, transferred and assigned to City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by City of Madison for public underground sanitary sewer purposes. City of Madison and its employees, agents and contractors shall have the right to construct, install, maintain, operate, repair, replace and reconstruct the Sanitary Sewer Facilities within the Easement Area. City of Madison shall have the further right of ingress and egress to and from the Easement Area in order to exercise its rights and privileges hereunder, and to cut and remove trees, vegetation and other impediments in the Easement Area which may obstruct or interfere with the actual or potential use of the Easement Area for the foregoing purposes.

Property Restoration: City of Madison shall repair any damage caused to any pavement, concrete or turf located within the Easement Area and/or the Property as a result of the use of the Easement Area by or on behalf of the City of Madison as provided herein. Following completion of any excavation work, City of Madison shall promptly restore the area affected by the work to the original grade and surface condition including the repair or replacement of pavement, concrete and turf.

Limitations on Use of Easement Area: The owner of the Property shall have the right to use the Easement Area for any purpose, provided such use shall not interfere with the easement rights of the City of Madison hereunder. No buildings or structures or fences unrelated to the Sanitary Sewer Facilities shall be constructed in and no grade change shall be made to the Easement Area without the written consent of the City of Madison's Engineering Division City Engineer.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.

Release of Rights to Easements Created by Plat: Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.

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Job #: 230244 Date: 09/17/2025 Rev: Drafted By: KPAP Checked By: ZDRE	SURVEYED FOR: Threshold Development Group 1954 Atwood Avenue Madison, WI 53704	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 7 OF 11

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CERTIFIED SURVEY MAP No._____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

PUBLIC SANITARY SEWER ACCESS EASEMENT:

Creation of Easement Rights: A permanent easement over, across and within the Easement Area is established, memorialized, reserved by, granted, conveyed, transferred and assigned to the City of Madison for the uses and purposes hereinafter set forth. The Easement Area may be used by the City of Madison for the ingress and egress for motor vehicles, construction equipment and pedestrians in the Access Easement Area to enable the City, its employees and agents, to perform work related to the construction, inspection, maintenance, repair, and reconstruction of the public sanitary sewer and public water main located within the easements shown and noted on this Certified Survey Map. The City agrees for itself and its employees and agents to use the Access Easement Area in a manner fully complying with all laws and other legal requirements.

Maintenance of Access Easement Area: The property owner shall maintain a driveway at all times over the Access Easement Area, including repairing and plowing. The temporary closure of the Access Easement Area for repairs and/or snow plowing activities shall be permitted. The City shall repair any damage caused to the Access Easement Area as a result of the use of the Access Easement Area by or on behalf of the City as provided herein.

Limitations on Use of Easement Area: The Access Easement Area shall be used by the City as provided herein, in common with the property owner and the property owner's agents, employees, tenants, licensees, invitees, successors and assigns. The property owner shall have the right to use and enjoy the Access Easement Area, provided such use does not unreasonably interfere with the use of the Access Easement Area by the City for the purposes set forth herein.

The property owner shall not erect or permit to be erected any sign, fence, wall, pole, post, structure, or other facility so as to prevent the City's access to the Access Easement Area. If gating is required by a Grantor Party, such Grantor Party shall provide a key or substitute key arrangement satisfactory to the City Engineer allowing for access to the Existing Sewer Easement 24 hours a day, 7 days a week.

The City's use of the Access Easement Area shall not unreasonably interfere with the use of the owner's property by the owner, including, but not limited to, the driving and parking of guest vehicles.

The City shall not use the Access Easement Area for open storage or permanent parking of vehicles or equipment of any kind.

The City shall use the Access Easement Area only as a route of travel from Manufacturers Drive to and from the Public Sanitary Sewer and Water Main Easements within or abutting this Certified Survey Map. The City shall not permit the Access Easement Area to become, or to be construed to be, a route of access by the general public to reach public lands.

Binding Effect: This Easement shall run with the land described herein and shall be binding upon the owners of the Property, and their successors in interest.

Release of Rights to Easements Created by Plat: Any release of rights that were placed on platted land which was required by a public body or which names a public body or public utility as grantee shall be released by recording a separate easement release document with the Dane County Register of Deeds in accordance with ss236.293.

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Job #.: 230244
Date: 09/17/2025
Rev:
Drafted By: KPAP
Checked By: ZDRE

SURVEYED FOR:
Threshold Development Group
1954 Atwood Avenue
Madison, WI 53704

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Doc. No._____
Vol._____ Page_____

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CERTIFIED SURVEY MAP No._____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Kevin J. Pape, Professional Land Surveyor S-2568, do hereby certify that this survey is in full compliance with Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the City of Madison, Dane County, Wisconsin, and under the direction of the Owners listed hereon, I have surveyed, divided and mapped the land described below and that said map is a correctly dimensioned representation of the exterior boundaries and division of the land surveyed.

Date: September 17, 2025

Signed: DRAFT
Kevin J. Pape, Professional Land Surveyor S-2568

DESCRIPTION:

Being part of the SW1/4 of the NW1/4 of Section 4, T7N, R10E, City of Madison, Dane County, Wisconsin, described as follows: Commencing at the west quarter corner of said Section 4; thence N01°36'15"E, 47.04 feet along the west line of the NW1/4 of said Section 4; thence N89°39'32"E, 69.81 feet to the point of beginning; thence N01°36'46"E, 955.35 feet along the east line of Starkweather Plat; thence S89°59'35"E, 217.18 feet; thence S00°19'50"E, 953.49 feet to a point on the north right of way line of Milwaukee Street; thence S89°39'32"W, 249.58 feet along said north right of way line to the point of beginning. Contains 222,685 square feet (5.112 acres).

CURVE DATA

NUMBER	CENTRAL ANGLE	RADIUS	ARC	CHORD BEARING	CHORD
C1	91°18'23"	25.00'	39.84'	N44°03'10"E	35.76'
C2	89°40'34"	15.00'	23.48'	N45°09'43"W	21.15'
C3	90°19'45"	15.00'	23.65'	N44°50'07"E	21.27'
C4	89°54'54"	15.00'	23.54'	N45°22'09"W	21.20'

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Job #.: 230244
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Drafted By: KPAP
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SURVEYED FOR:
Threshold Development Group
1954 Atwood Avenue
Madison, WI 53704

C.S.M. No._____
Doc. No._____
Vol._____ Page_____

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CERTIFIED SURVEY MAP No._____

PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

OWNER'S CERTIFICATE

3618 MF LLC, a Delaware limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon.

3618 MF LLC

By: _____

_____
PRINT NAME AND TITLE

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20____, the above named_____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____ My Commission expires: _____
Notary Public, State of Wisconsin

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Job #.: 230244 Date: 09/17/2025 Rev: Drafted By: KPAP Checked By: ZDRE	SURVEYED FOR: Threshold Development Group 1954 Atwood Avenue Madison, WI 53704	C.S.M. No._____ Doc. No._____ Vol._____ Page_____	SHEET 10 OF 11

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PART OF THE SW1/4 OF THE NW1/4 OF SECTION 4, T7N, R10E, CITY OF MADISON, DANE COUNTY, WISCONSIN

MADISON PLAN COMMISSION CERTIFICATE:

Approved for recording per the Secretary of the City of Madison Plan Commission.

By:_____ Date:_____

Matthew Wachter, Secretary
City of Madison Plan Commission

CITY OF MADISON COMMON COUNCIL RESOLUTION:

Resolved that the Certified Survey Map located in the City of Madison was hereby approved by Enactment Number RES-_____, File ID Number _____, adopted on the ___ day of _____, 20___, and that said enactment further provided for the acceptance of those lands dedicated and rights conveyed by said certified survey map to the City of Madison for public use.

Dated this _____ day of _____, 20___.

_____

Michael Haas, Acting City Clerk, City of Madison

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 20_____,

at _____ o'clock _____.m. and recorded in Volume _____ of Certified

Survey Maps on pages _____, as Doc. No. _____.

_____

Kristi Chlebowski,
Dane County Register of Deeds

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City of Madison

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

Master

File Number: 90165

File ID:	90165	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/29/2025
File Name:	4118 T-Mobile License Agreement			**Final Action:**	

Title: Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Notes:

Sponsors:	John W. Duncan	**Effective Date:**	
Attachments:	4118 Exhibit A.pdf, 4118 Exhibit B.pdf, 4118 Exhibit C.pdf	**Enactment Number:**	
Author:	Lance Vest, Real Estate Specialist	**Hearing Date:**	
Entered by:	cklawiter@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	09/29/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Water Utility Board (10/29/25), Finance Committee (10/13/25), Common Council (11/25/25)

Text of Legislative File 90165

Fiscal Note

The proposed resolution authorizes a license agreement with T-Mobile Central LLC for placement of telecommunications equipment on the City-owned water tower located at 910 S. High Point Road. The licensee will pay $3,187.50 monthly with a 4% annual increase, detailed in Exhibit A. The net revenue from this license agreement will be recognized in the Water Utility's 2025 Adopted Operating Budget. Future revenue increases will be made in subsequent agency operating requests and subject to Common Council approval. No additional appropriation is required.

Title

Authorizing the execution of a License Agreement with T-Mobile Central LLC, a Delaware limited liability company, for premises at the water tower located at 910 S. High Point Road. (District 1)

Body

WHEREAS, the City of Madison ("City") is the owner of the water tower ("Tower") located at 910 S. High Point Road, Madison, Wisconsin ("Property"), and depicted on attached Exhibit B; and

WHEREAS, City entered into a license agreement with Sprint Spectrum L.P. ("Sprint"), predecessor-in-interest to T-Mobile Central LLC ("Licensee"), pursuant to that certain license dated March 19,1998 ("Prior License") pertaining to the placement of antennas and ancillary telecommunications equipment on the Tower as well as the placement of communications equipment cabinets ("Cabinets") on land near the base of the Tower. The Prior License expired on February 28, 2018, and Sprint and Licensee continued to operate on a month-to-month basis at the Tower under the terms of the Prior License with City's consent; and

WHEREAS, the terms of a new License Agreement have been negotiated between Licensee, the City's Office of Real Estate Services staff, and the City's consultant, Terabonne, Inc. ("Terabonne") which allows Licensee to license a certain portion of the Property and a certain portion of the Tower (the "Premises") as depicted on Exhibit B for the placement of a Communication Facility; and

NOW, THEREFORE, BE IT RESOLVED that the City's Common Council hereby authorizes the Mayor and Clerk to execute the Licensee Agreement attached hereto as Exhibit C, substantially on the terms, conditions and obligations contained therein, and take any further action required to accomplish the purpose of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, the Mayor and Clerk are authorized to execute any other documents as may be necessary to carry out the purposes of this resolution in a form approved by the City Attorney.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of License, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

BE IT FURTHER RESOLVED, that the Real Estate Services Manager of the Office of Real Estate Services is authorized to sign a Memorandum of Agreement between the City and Terabonne, in a form approved by the City Attorney, to be recorded at the office of the Register of Deeds.

EXHIBIT A

License Fee Schedule

	Lease Year	Annual Rent	Monthly Rent	Due to City Per Month	Due to Terabonne Per Month
	1	$45,000.00	$3,750.00	$3,187.50	$562.50
Initial	2	$46,800.00	$3,900.00	$3,315.00	$585.00
Term	3	$48,672.00	$4,056.00	$3,447.60	$608.40
	4	$50,618.88	$4,218.24	$3,585.50	$632.74
	5	$52,643.64	$4,386.97	$3,728.92	$658.05
	6	$54,749.38	$4,562.45	$3,878.08	$684.37
First	7	$56,939.36	$4,744.95	$4,033.20	$711.74
Renewal	8	$59,216.93	$4,934.74	$4,194.53	$740.21
	9	$61,585.61	$5,132.13	$4,362.31	$769.82
	10	$64,049.03	$5,337.42	$4,536.81	$800.61
	11	$66,610.99	$5,550.92	$4,718.28	$832.64
Second	12	$69,275.43	$5,772.95	$4,907.01	$865.94
Renewal	13	$72,046.45	$6,003.87	$5,103.29	$900.58
	14	$74,928.31	$6,244.03	$5,307.42	$936.60
	15	$77,925.44	$6,493.79	$5,519.72	$974.07
	16	$81,042.46	$6,753.54	$5,740.51	$1,013.03
Third	17	$84,284.16	$7,023.68	$5,970.13	$1,053.55
Renewal	18	$87,655.52	$7,304.63	$6,208.93	$1,095.69
	19	$91,161.74	$7,596.81	$6,457.29	$1,139.52
	20	$94,808.21	$7,900.68	$6,715.58	$1,185.10
	21	$98,600.54	$8,216.71	$6,984.21	$1,232.51
Forth	22	$102,544.56	$8,545.38	$7,263.57	$1,281.81
Renewal	23	$106,646.35	$8,887.20	$7,554.12	$1,333.08
	24	$110,912.20	$9,242.68	$7,856.28	$1,386.40
	25	$115,348.69	$9,612.39	$8,170.53	$1,441.86
	26	$119,962.63	$9,996.89	$8,497.35	$1,499.53
Fifth	27	$124,761.14	$10,396.76	$8,837.25	$1,559.51
Renewal	28	$129,751.59	$10,812.63	$9,190.74	$1,621.89
	29	$134,941.65	$11,245.14	$9,558.37	$1,686.77
	30	$140,339.32	$11,694.94	$9,940.70	$1,754.24

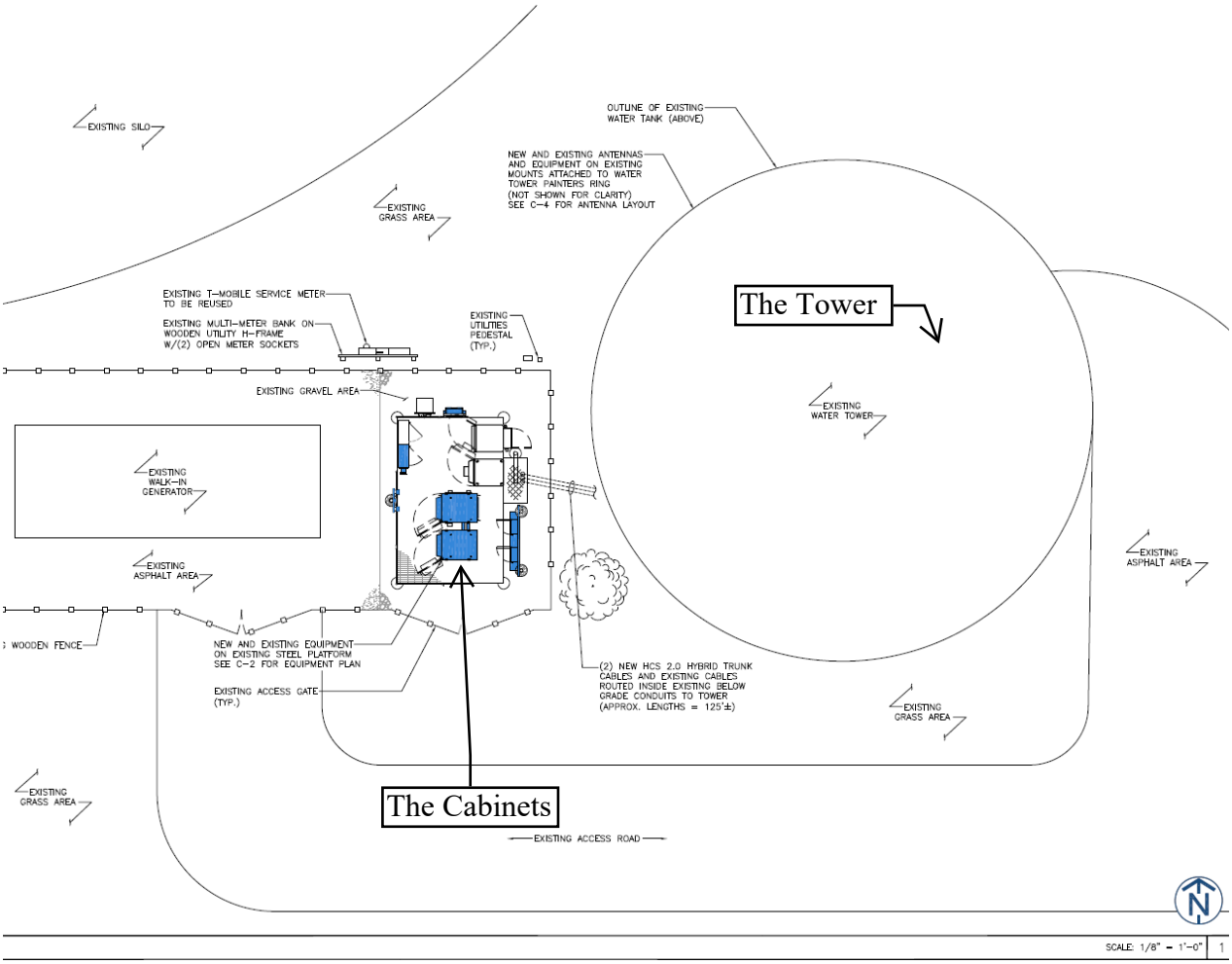
Exhibit B

Depiction of Premises



Exhibit B
(continued)

Depiction of Premises



LICENSE AGREEMENT
Between the City of Madison and T-Mobile
For the Placement of Communication Facilities at 910 S. High Point Road

THIS OPTION AND LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Madison, a Wisconsin municipal corporation having a mailing address of City of Madison, Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983 ("**Licensor**") and T-Mobile Central LLC, Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006 ("**Licensee**").

BACKGROUND

WHEREAS, Licensor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1,** together with all rights and privileges arising in connection therewith, located at 910 S. High Point Road, Madison, WI 53719, (collectively, the "**Property**").

WHEREAS, Licensor owns a self-supporting water tower on the Property ("**Tower**").

WHEREAS, Licensor desires to grant to Licensee the right to use a portion of the Property and certain space on the Tower in accordance with this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. PRIOR LICENSE. Licensor entered into a license agreement with Licensee's predecessor-in-interest Sprint Spectrum L.P. ("**Sprint**") pursuant to that certain License dated March 19, 1998 ("**Prior License**"). The Prior License expired on February 28, 2018 and Sprint and its successor-in-interest, Licensee, continued to operate on a month to month basis at the Tower under the terms of the Prior License with Licensor's consent. Licensor and Licensee acknowledge and agree that the Prior License shall terminate effective as of 11:59:59 pm on the day immediately prior to the Commencement Date of this Agreement ("**Prior License Termination Date**") as if such date were originally stated to be the termination date of the Prior License and shall thereafter be replaced in its entirety by this Agreement. The termination of the Prior License shall be effective without further documentation. Any license fee payments received by Licensor pursuant to the Prior License for periods following the Prior License Termination Date will be applied as a credit against the Rent due and owing pursuant to this License.

2. LICENSE. This Agreement shall be effective on the Effective Date of this Agreement whereby Licensor grants to the Licensee, and Licensee hereby accepts, the right to use the Premises for the placement of a Communication Facility, as defined in Section 3 below (the "**License**"). Licensor's exercise of its rights under this License shall be on the terms and conditions set forth in this Agreement.

3. PERMITTED USE.

(a) Subject to the special conditions contained in Exhibit 3 (intentionally omitted), and only after the Term Commencement Date, as defined below in Section 4, Licensee may continue to use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Licensee further, upon prior notice to Licensor has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the "**Permitted Use**"). If **Exhibit 2** (intentionally omitted) includes drawings of the most recent installation

of the Communication Facility, Licensor's execution of this Agreement will signify Licensor's approval of **Exhibit 2**.

(b) Prior to contacting Licensor, Licensee shall consult Licensor's agent, Terabonne, LLC, for any engineering, design, leasing and easement matters at info@terabonne.net. For any operational or access matters, Licensee shall contact City Operations at 608-266-4768.

(c) Licensee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install warning signs to make individuals aware of risks and install any other control measures reasonably required by Licensee's safety procedures or applicable law.

(d) In the event Licensee desires to modify or upgrade the Communication Facility or disturb the ground outside the Premises, Licensee shall first obtain Licensor's consent, not to be unreasonably withheld, conditioned or delayed. Licensee installations that require a structural analysis shall require the stamp approval of a structural engineer licensed in the State of Wisconsin and Licensor's consent, which shall not be unreasonably withheld, conditioned or delayed, it being understood that Licensor reserves the right to review Licensee's engineering plans prior to such consent. Nothing in this Agreement grants Licensee the right to load the Tower up to 100% structural capacity. In the event the Licensor requires the expertise of a third-party engineer/consultant to review the installation of the Communication Facility, or any future modifications to the Licensee's Communication Facility on the Tower and/or Shelter, the Licensee shall be required to reimburse Licensor reasonable actual costs incurred by Licensor as a result of hiring said engineer/consultant, not to exceed Five Thousand and 00/100 Dollars ($5,000) per review. Licensor shall provide sufficient supporting documentation and detailed invoices evidencing such reasonable actual costs to Licensee within Sixty (60) days of the date on which such costs were incurred, in order for Licensor to be entitled to such reimbursement. Such third-party review shall include, but not be limited to, the following: the review of plans and specifications; review of structural, interference, and other reports; and on-site inspections and meetings. All fees and invoices must be paid within Forty-Five (45) days after Licensor sends the Licensee an invoice for the same together with reasonable supporting documentation evidencing such fees as set forth herein.

(e) In the event Licensor consents to Licensee's modification, within Thirty (30) days following any modification to the Communication Facility, the Licensee shall provide the Licensor with an as-built construction drawings showing the actual location of the Communication Facility installed on the Premises, and of all installations and accessories on the Tower. Said drawings shall be accompanied by a complete and detailed inventory of all equipment installed on the Property. All antennas, radios, brackets, attachments, cables and equipment, not in use, shall be removed from the Tower and updated in all current structural drawings.

(f) Licensee shall have the right to park vehicles only within the Premises or designated access easement areas, as depicted in Exhibit 2 (intentionally omitted).

(g) Licensee agrees to join and maintain membership in Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this Agreement.

(h) In the event Licensee desires, after the initial construction period or after any future upgrade or modification projects, to bring onto the Property "**Heavy Equipment**" which is defined as any vehicle with more than Two (2) axles, or any trailers, or any vehicle and equipment designed to extend above 6 feet, such as bucket trucks, scaffolds, or cranes that pose risks to people, traffic or property below, Licensee shall first notify Licensor and shall pay Licensor a fee of Five Hundred Dollars ($500.00) for each day any Heavy Equipment is on the Property.

(i) Licensor shall not be liable for any damage within the Premises except to the extent caused by the gross negligence or willful misconduct of the Licensor.

4. <u>TERM.</u>

(a) The initial license term will be Five (5) years (the "**Initial Term**"), commencing on the Effective Date (the "**Term Commencement Date**"). The Initial Term will terminate on the end of the Fifth (5th) anniversary of the Term Commencement Date.

(b) This License will automatically renew for Five (5) additional Five (5) year term(s) (each additional Five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Licensee notifies Licensor in writing of Licensee's intention not to renew this License at least ninety (90) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) If Licensee remains in possession of the Premises after the termination of this License, then Licensee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement, provided the Rent during the Holdover Term shall be equal to One Hundred Fifty percent (150%) of the Rent at termination or expiration of the License.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the "**Term**."

5. RENT.

(a) Commencing on the first day of the month following the Effective Date (the "**Rent Commencement Date**"), Licensee will pay Licensor on or before the Fifth (5^{th}) day of each calendar month in advance, Three Thousand Seven Hundred Fifty Dollars ($3,750.00) (the "**Rent**"), at the address set forth to the following payees:

a) Eighty-Five percent (85%) of all payments shall be made to the City Treasurer, referenced to Real Estate Project No. 4118, and sent to Economic Development Division, Office of Real Estate Services P.O. BOX 2983 Madison WI 53701-2983, their respective heirs and assigns.
b) Fifteen percent (15%) of all payment shall be sent to Bella Ranch, LLC., 30 North Gould Street, Suite R, Sheridan, WY 82801 or its heirs and assigns;

Nothing herein shall be deemed to imply that Bella Ranch has any rights as Licensor or otherwise under this Agreement, or that any changes to the Agreement must be approved by Bella Ranch (except for changes to the payment due to Bella Ranch, as expressly set forth in this Section 5(a)). Neither the Rent payees nor their respective percentage shares listed above may be changed without the prior written approval of both payees. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Licensee to Licensor within Sixty (60) days after the Rent Commencement Date.

(b) On the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter for the duration of the Term, Rent will increase by Four (4%) over the Rent payable during the immediately preceding year.

(c) All charges payable under this Agreement such as utilities and taxes directly attributable to Licensee's use of the Premises shall be billed by Licensor. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Licensor. Any charges payable under this Agreement other than Rent shall be billed by Licensor to Licensee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) A License Fee Schedule showing the Rents due from the Initial Term through the Extension Terms is attached as Exhibit 4 (intentionally omitted) for the use and reference by the parties.

6. APPROVALS.

(a) Licensor agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Licensee's ability to obtain and maintain all Government Approvals. Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals.

(b) Licensee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals.

(d) Licensor's consent shall be required for all zoning plans and construction drawings prior to submittal for governmental approvals, including any subsequent changes to survey drawings, and any drawings affecting changes to access and utility easements, zoning drawings, and construction drawings, which consent shall not be unreasonably withheld, delayed, or conditioned.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on Thirty (30) days prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Licensee upon written notice to Licensor, if Licensee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Licensee; or if Licensee determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Licensee, upon written notice to Licensor, if Licensee determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

8. INSURANCE. The Licensee shall carry commercial general liability insurance per ISO form CG 00 01 or its substantial equivalent covering as insured the Licensee and including the Licensor and Terabonne Inc, their officers, officials, agents, employees as additional insureds by endorsement as respects this License, with a limit of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. This policy shall also provide contractual liability coverage in the same amount and apply on a primary and noncontributory basis. Licensee shall provide the Licensor Thirty (30) days advance written notice of cancellation or non-renewal of the policy unless replaced during the term of this License. As evidence of this coverage, the Licensee shall furnish the Licensor with a certificate of insurance on an ACORD form, and if requested by the City Risk Manager, the Licensee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this License is in effect, the Licensee shall provide a renewal certificate to the Licensor for approval. Notwithstanding the foregoing, the Licensee shall be entitled to self-insure all or part of the foregoing insurance coverages. However, if the Licensee self-insures and ceases to self-insure to the standards required above or is unable to provide continuing evidence of financial ability to self-insure to these standards, the Licensee shall promptly obtain the commercial general liability insurance required above. Furthermore, the Licensee shall provide the Licensor with defense and self-insurance coverage on a primary and non-contributory basis, as if the Licensor were an additional insured under the Licensee's insurance policies.

9. INTERFERENCE.

(a) The Licensee's installation, operation, and maintenance of the Communication Facility shall not damage or interfere in any way the Licensor's Tower operations or related repair and maintenance activities or with such activities of other licensees on the Property. The Licensee agrees to cease all such actions which materially interfere with the Licensor's use of the Tower immediately upon actual notice of such interference, provided however, in such case, the Licensee shall have the right to terminate the License. Licensor, at all times during this License, reserves the right to take any action it deems necessary, in its sole discretion to repair, maintain, alter or improve the Property, excluding the Communication Facility, in connection with Tower operations as may be necessary, including licensing part of the Tower and/or the Property to others, subject to the terms hereof. Except in cases of emergency, Licensor will endeavor to provide the Licensee with written notice in advance of any scheduled repair, maintenance, alteration or improvement of the Property. The Licensee agrees to reimburse the Licensor for any additional repair,

maintenance, alteration or improvement costs which the Licensor incurs as a direct result of the Licensee's Communication Facility being located on the Tower. Licensor must notify Licensee of such repairs and Licensee shall have sixty (60) days to correct on its own. Licensor shall attempt to minimize, at no additional expense to the Licensor, any disturbance to the Licensee's operations during such repairs, maintenance, alterations or improvements. Should Licensor's activities interfere with the Licensee's operation, Licensor shall, if feasible, allow the Licensee to install temporary facilities, at Licensee's sole cost, at an agreed upon location on the Property until such activities are completed.

(b) Licensor does not guarantee to the Licensee subsequent noninterference with the Licensee's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a license and/or permission to place any type of additional antenna or transmission facility on the Tower, the following procedures shall govern to determine whether such antenna or transmission facility will interfere with the Licensee's transmission operations:

If the Licensor receives any such request, the Licensor shall submit a proposal complete with all technical specifications reasonably requested by the Licensee to the Licensee for review for noninterference; however, the Licensor shall not be required to provide the Licensee with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. The Licensee shall have Thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said Thirty (30) day period shall be deemed consent by the Licensee to the installation of antennas or transmission facilities pursuant to said proposal. If the Licensee gives notice of objection due to interference during such Thirty (30) day period and the Licensee's objections are verified by the Licensor to be valid, then the Licensor shall not approve such proposal unless the third party modifies the proposal in a manner determined, in the Licensor's reasonable judgment, to adequately reduce the interference. In that case, the Licensor may approve the proposal.

Licensor shall not cause or permit the construction of communications towers or structures on the Premises or Property that interfere with Licensee's Permitted Use.

(c) In the event of electronic interference, Licensor shall reasonably cooperate with Licensee's technical team to identify the source of the interference and determine the method to cease the electronic interference.

(d)

(e) The Licensee's use and operation of the Communication Facility shall not interfere with the use and operation of other communication facilities on the Property which pre-existed the Communication Facility. If the Communication Facility causes interference, Licensee shall take all measures reasonably necessary to promptly correct and eliminate the interference. If the interference cannot be eliminated within Five (5) days after the Licensee has actual notice of this interference, the Licensee shall immediately cease operating its Communication Facility until the interference has been eliminated (except for periodic testing pursuant to FCC regulations and generally accepted industry standards). If the interference cannot be eliminated within Thirty (30) days, the Licensee shall have the right to terminate this Agreement. If the interference cannot be eliminated within One Hundred Twenty (120) days, the Licensor may revoke this Agreement.

(f) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. This Agreement does not grant Licensee the exclusive right to operate telecommunications facility on the Property and the Parties acknowledge that the Licensor will continue to use the Tower and shall have the right to lease or grant other licenses to one or more entities on the Tower, provided that any such subsequent use, lease, or license shall not interfere with the Licensee's rights under this Agreement as provided in this Section 9.

10. <u>INDEMNIFICATION.</u> The Licensee shall be liable to and agrees to indemnify, defend and hold harmless the Licensor and Terabonne Inc, and their 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 Licensor 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 Licensee and/or its officers, officials, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the Licensor, its officers, officials, agents, or employees. This paragraph shall survive termination and assignment or transfer of this Agreement.

11. WARRANTIES.

(a) Each of Licensee and Licensor (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Licensor represents, warrants and agrees that: (i) Licensor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) to the best of the Licensor's knowledge, the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements which would adversely affect Licensee's Permitted Use and enjoyment of the Premises; Licensor grants to Licensee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Licensor; (iv) Licensor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Licensor will make reasonable efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Licensor and the holder of such security interest.

(c) Licensor makes no representations or warranties as to the suitability of the Premises for Communication Facilities, or as to the condition of the Premises. By accepting this License, Licensee accepts the Premises as suitable for the purposes for which it is licensed. Licensee also accepts the Premises and every part thereof in an as-is condition, with all defects, except for latent defects.

12. ENVIRONMENTAL.

(a) Licensor represents and warrants, except as may be identified in **Exhibit 3** (intentionally omitted) attached to this Agreement, (i) to the best of Licensor's knowledge and without Licensor's inspection, the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) to the best of Licensor's knowledge and without Licensor's inspection, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensor and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Licensee represents and warrants that its use of the Property will not generate any hazardous substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. Licensee further agrees to hold the Licensor harmless from and indemnify the Licensor 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 except any release caused by the sole negligence or intentional acts of the Licensor, its employees or agents. "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.

13. ACCESS.

(a) At all times throughout the Term of this Agreement, Licensee, Licensee and its employees, agents, and subcontractors shall have pedestrian and vehicular access ("**Access**") to and over the Licensor's Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Licensee may access the Premises during ordinary business hours of 8:00 AM – 5:00 PM, Monday through Friday, excepting government holidays therefrom, for regular maintenance and repairs, by first providing notice to Licensor at 608-266-4768 provided, however, in the event of a bona fide emergency where service outage is involved, which shall be deemed to include any outage or failure of the Communication Facility, Licensee shall have Twenty Four (24) hours per day, Seven (7) days per week emergency Access to the Premises by providing Licensor reasonable notice of any such emergency access as soon as reasonably practicable in light of the emergency circumstance, by contacting Licensor at 608-266-4768.

(b) Any additional keys required for such access shall be paid for by Licensee at Five Hundred Dollars ($500) each. If special gates/locks are required to provide Licensee with full daily access, then Licensee shall pay for the cost of that installation and maintenance. As may be described more fully in **Exhibit 2** (intentionally omitted), Licensor grants to Licensee an easement for such Access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such Access to Licensee.

(c) Licensee must accept road conditions in their current and future states. Licensor does not warrant road conditions fit for any particular use or purposes and has no obligations to maintain any roads for Licensee. Notwithstanding the foregoing, Licensee shall be responsible for the cost of damage only to the extent such damage is caused by Licensee. Together with the invoice, Licensor shall provide Licensee with evidence documenting to what extent the damage was caused by Licensee's use.

(d) Licensee shall have the right to park vehicles only within the Premises or designated areas.

(e) At all times during which the Licensee has access to the Premises, the Licensee will take all reasonable steps to ensure that all enclosures, gates, ladders and any other access ways to the Premises are properly secured when not in use in order to prevent unauthorized access to the Premises. The Licensee shall be assessed a penalty of Two Thousand Dollars ($2,000.00) for each instance of non-compliance with the requirements of this Subparagraph, payable within Thirty (30) days after Licensee's receipt of notice and invoice from the Licensor; and, in the event that curing such violation requires the Licensee to access the Premises, the Licensor shall grant the Licensee such access as soon as reasonably possible after providing notice of such violation.

(f) If Licensee elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Licensor hereby grants Licensee, or any UAS operator acting on Licensee's behalf, express permission to fly over the applicable Property and Premises, but not take off nor land the UAS on the Property or Premises, and consents to the use of audio and video navigation and recording of the Premises in connection with the use of the UAS.

(g) Licensor acknowledges that in the event Licensee cannot obtain Access to the Premises, Licensee may incur damages. If Licensor fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement. Notwithstanding Access granted by this Section 13, Licensor, in its sole discretion, reserves the right to deny access during high fire hazard or other hazardous conditions without incurring damages, except in the case of an emergency, in which case, Licensee shall have Access as provided herein.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Licensee will be and remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during or after the Term, except for utilities installed by the utility company, including power meters. Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during or after the Term. Within One

Hundred Twenty (120) days after the latter of the end of the Term and cessation of Licensee's operations at the Premises, Licensee shall remove its Communications Facility, including all footings and foundations to three feet below grade, and Licensee will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Licensee's control excepted. Licensee will repair any damage to the Property resulting from Licensee's removal activities. Licensee shall continue to pay Rent during the 120-day removal period in an amount that is the same as that which was paid for the month immediately prior to expiration or termination. Any portions of the Communication Facility that Licensee does not remove within such 120-day period shall be deemed abandoned and owned by Licensor, upon written notice to Licensee. Thereafter, Licensor may remove all Licensee's Communications Facility and restore the Premises to its original condition, wear and tear and underground utilities excepted. Licensor shall invoice Licensee for Licensor's actual out of pocket costs incurred in such removal, plus fifteen percent (15%), to be paid to Licensor within Forty Five (45) days of Licensee receipt of an invoice therefor. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Premises or the Property any underground utilities. Licensee shall continue to pay Rent until the Communication Facility is removed in accordance with this Section 14. All rights to access and utility easements, of record and not of record, shall cease and be considered terminated at the expiration or termination of this Agreement and any portions of the Communication Facility that remain within such access or utility easements or rights of way shall be deemed abandoned and owned by the Licensor in accordance with the terms of this Section 14.

15. MAINTENANCE/UTILITIES.

(a) Licensee will keep and maintain the Premises in good condition, free of any debris, reasonable wear and tear and damage from the elements excepted 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. Maintenance responsibilities include, but shall not be limited to, any required paving, general repairs, removal of garbage and debris, snow removal, landscape and upkeep when accessing the site for its own use only. Licensor has no obligations to maintain road conditions or warrants their fit for any particular uses or purposes. Licensee must accept road conditions in as-is conditions. Licensee shall not use the Premises for storage, including but not limited to the storage of equipment or hardware, except the temporary and orderly placement of items in conjunction with maintenance, repair or construction activities.

(b) Licensee will have the right to install utilities, at Licensee's expense, and to improve present utilities on the Property and the Premises. Licensor shall have no obligation to provide utility services to Licensee. Existing utility infrastructure will be utilized where possible for Licensee's separate utilities. If new utility service is needed Licensor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Licensee an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of initially constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises, at locations and upon conditions approved in writing by Licensor. Upon Licensee's or service company's request, Licensor will execute a separate recordable easement evidencing this grant. Licensee or service company shall compensate Licensor for any actual out of pocket expenses borne by Licensor to provide the easement document. Licensee shall obtain the prior written approval of Licensor regarding any work activities outside of the Premises and within the easements. Licensee shall not interfere with Licensor's normal operations nor harm the Property.

(c) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises directly to the utility company

(d) Licensee, shall cooperate with Licensor's maintenance and upgrade activities. This cooperation includes but is not limited to Licensor's general property maintenance activities, construction upgrades or enhancements to the Tower as may be required from time to time with increased use of the Tower's structural capacity.

16. DEFAULT AND RIGHT TO CURE; TERMINATION.

(a) In addition to the occurrences set forth in subsections (c) and (d) below, the following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than Thirty (30) days after written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within Forty Five (45) days after written notice from Licensor specifying the failure. No such failure, however, will be deemed to exist if Licensee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, then Licensor will have the right to exercise any and all rights and remedies available to it under law and equity. Failure of Licensor to declare this License revoked upon the breach or default of the Licensee for any reason set forth in this Section 16 shall not operate to bar or destroy any right of Licensor to revoke this License for any subsequent breach or default of any term or condition of this License.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: (i) Licensor's failure to provide Access to the Premises in accordance with the provisions in Section 13 within a reasonable period after written notice of such failure; (ii) Licensor's failure to assist in curing an interference problem as required by Section 9 within a reasonable period after written notice of such failure; or (iii) Licensor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within Forty Five (45) days after written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor. If Licensor remains in default beyond any applicable cure period, Licensee will have any and all other rights available to it under law and equity.

(c) The following occurrences shall constitute an act of default by the Licensee under this Agreement, and are subject to the provisions of paragraph (a) above:

1. The failure of the Licensee to make any payment due under this License at any time following the filing by the Licensee of a voluntary petition in bankruptcy.
2. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as bankrupt pursuant to such proceedings.
3. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
4. The appointment of a receiver of the Licensee's assets.
5. The divestiture of the Licensee's interest herein by other operation of law, except as permitted in Section 17.
6. The Licensee's use of the Premises for an illegal purpose.

(d) In the event that the Licensee shall fail to maintain insurance as required by this License, Licensor may elect to: (a) immediately revoke this License and cause the removal of the Communication Facility installed upon the Premises at the sole expense of the Licensee; or (b) purchase or pay for any insurance coverage required by this License and charge the Licensee the cost of same as an Additional Fee. In the event of revocation under this paragraph, any License Fee that has been prepaid shall be retained by Licensor as liquidated damages.

(e) The Licensee shall have the right to give notice to terminate this License at any time during the Term of this License by giving Licensor a minimum of One (1) year's written notice of termination. In the event of termination under this paragraph, the date of termination must coincide with the last day of the then-current Term.

(f) The primary purpose of the Tower is to support Licensor's municipal water distribution and communication uses. As such, the Licensor shall have the right to terminate this License, at any time during the Term, in the event Licensor determines, in its sole and absolute discretion, that the Tower is no longer necessary for municipal water distribution uses or if the Tower no longer supports communication municipal uses. Licensor shall provide Licensee notice of such termination with no less than twelve (12) months written notice.

17. ASSIGNMENT. Licensee will have the right to assign this Agreement for the Premises and its rights herein, in whole or in part, subject to Licensor's consent, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Licensee will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor, to Licensee's Affiliate (defined below) or to any entity which acquires all or substantially all of the Licensee's assets by reason of a merger, acquisition, or other business reorganization. Upon obtaining Licensor's written consent and completing such assignment or upon completion of assignment if no such consent is required, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Should Licensor, at any time during the Term, sell or transfer all or any part of the Property to a purchaser other than Licensee, such transfer shall be subject to this Agreement and Licensor shall require any such purchaser or transferee to recognize Licensee's rights under the terms of this Agreement in a written instrument signed by Licensor and the third-party transferee. Licensee shall not have the right to lease, sublease or grant licenses to the Premises.

18. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Licensee: T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. ML83097A

If to Licensor: City of Madison
Economic Development Division
Office of Real Estate Services
Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
P.O. Box 2983
Madison, WI 53701-2983

With a copy to: Terabonne, Inc.
P.O. Box 6257
Edmonds, WA 98026

Either party hereto may change the place for the giving of notice to it by Thirty (30) days' prior written notice to the other party hereto as provided herein.

19. CONDEMNATION.

(a) In the event the 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 this License, and the reversion and fee interests, shall belong to Licensor without any deduction therefrom for any present or future estate of the Licensee, and the Licensee hereby assigns to Licensor all of its right, title and interest to any such award. However, the Licensee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Licensee on account of interruption of the Licensee's business and for moving and relocation expenses and any other award available to Licensee that is not attributable to Licensor's title to or interest in the Property.

(b) In the event the whole of the Premises or any part thereof shall be taken or condemned so that the balance cannot be used for the same purpose and with substantially the same utility to the Licensee

as immediately prior to such taking, this License shall terminate upon delivery of possession to the condemning authority and any License Fee that has been prepaid for the period following the termination shall be prorated on a per diem basis and refunded to the Licensee unless the Licensee will receive compensation for any prepaid License Fee from the condemning authority.

(c) In the event of a taking of any portion of the Premises not resulting in a termination of this License, Licensor shall use so much of the proceeds of Licensor's award for the Premises as is required therefor to restore the Premises to a complete architectural unit, and this License shall continue in effect with respect to the balance of the Premises, with a reduction of the License Fee in proportion to the portion of the Premises taken.

(d) In the event of a condemnation of a portion of the Property, Licensor may agree to permit Licensee to place temporary transmission and reception facilities on the Property, at Licensee's sole cost, upon Licensee presentation of a construction drawing that Licensor finds reasonably acceptable, at a mutually agreed upon location but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensee undertakes to relocate the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the relocation of the Communication Facility is complete.

(e) If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, consistent with applicable law, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses and business dislocation expenses so long as Licensee's award does not diminish Licensor's award.

20. CASUALTY. Licensor will make a good faith effort provide notice to Licensee of any casualty or other harm affecting the Property within Forty-Eight (48) hours of the casualty or other harm upon discovery. If the Tower is damaged or destroyed by fire, winds, flood, lightning or other natural or manmade cause, the Licensor shall have the option to repair or replace the Tower at its sole expense or to terminate the License, without penalty, effective on the date that Licensor provides written to Licensee. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Licensee's sole determination, then Licensee may terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date Licensee provides Licensor written notice of termination pursuant to this Section. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof. In the event that the Tower can no longer support Licensee's equipment, and the License has not been terminated by Licensor or Licensee under this Section, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property upon Licensee presentation of a construction drawing that Licensor finds reasonably acceptable, but only until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Licensor or Licensee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. Licensee agrees to restore the Property to its condition prior to the installation of the temporary transmission and reception facility within Thirty (30) days after the same is removed, reasonable wear and tear excepted. The restoration of Licensor's services shall be given the highest priority in the event that any of Licensor's services and the Licensee's telecommunication services are interrupted at the same time, unless otherwise agreed to by Licensor and the Licensee at the time of restoration.

21. WAIVER OF LICENSOR'S LIENS. Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is

deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent.

22. TAXES.

(a) Licensor is currently a tax-exempt entity and the Property is currently not subject to real estate taxes or assessments. In the event that Licensor is required to pay to taxes, Licensee shall be responsible for and pay, before delinquency, (i) any real estate taxes and assessments attributable to and levied upon Licensee's improvements on the Premises if and as set forth in this Section 22 and (ii) all municipal, county and state or federal personal property taxes assessed against any interest of the Licensee in the Premises or assessed against the Communication Facility. Licensee shall make commercially reasonable efforts to pay taxes associated with its license improvements directly to the taxing authority without requiring Licensor to pay Licensee's share of taxes so as to avoid Licensor managing any tax payments on behalf of Licensee.

(b) If it is not possible to pay taxes directly to the taxing authority, and in the event Licensor receives a notice of assessment with respect to which taxes or assessments are imposed on Licensee's license improvements on the Premises, Licensor shall provide Licensee with copies of each such notice, then Licensee shall reimburse Licensor for the tax or assessments identified on the notice of assessment on Licensee's license improvements, which has been paid by Licensor within Thirty (30) days of receipt of such notice.

(c) For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. If the taxing authority requires Licensee to institute any legal, regulatory, or informal action in the name of the Licensor, Licensor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee, to the extent the amounts were originally paid by Licensee.

23. SALE OF PROPERTY.

(a) Licensor may sell the Property or a portion thereof to a third party, provided the sale is made subject to the terms of this Agreement.

(b) If Licensor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Licensee, Licensor shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within Ten (10) days of such transfer, Licensor or its successor shall send the documents listed below in this Section 23(b) to Licensee. Until Licensee receives all such documents, Licensee's failure to make payments under this Agreement shall not be an event of default and Licensee reserves the right to hold payments due under this Agreement.

1. Old deed to Property
2. New deed to Property
3. Bill of Sale or Transfer
4. Copy of current Tax Bill
5. New IRS Form W-9
6. Completed and Signed Licensee Payment Direction Form
7. Full contact information for new Licensor including phone number(s)

(c) The provisions of this Section 23 shall in no way limit or impair the obligations of Licensor under this Agreement, including interference and access obligations.

24. **LICENSOR'S RIGHT OF ENTRY**. Licensor and its representatives shall have the right to enter upon the Premises (but shall not have access to any interior space without prior notice to the Licensee or without allowing the Licensee to have its representative accompany the Licensor) at any reasonable time for the following purposes:

(a) To make any inspection it may deem expedient to the proper enforcement of any term or condition of this Agreement or in the exercise of its police powers.

(b) For the purpose of performing work related to any public improvement, provided that Licensor restore the Premises to a condition equivalent to that which existed on the date Licensor initiated the installation of the public improvement. The Licensee agrees to hold Licensor harmless for any loss of access to the Premises by the Licensee which may occur during the period of installation of the public improvement.

25. RELOCATION. Licensor shall have the right to relocate the Tower (or tank) on the Property during the Term. In the event Licensor desires to relocate the Tower (or tank) on the Property, Licensor shall provide Licensee with One Hundred Eighty (180) days written notice of such relocation along with a rendering depicting the ground equipment location and space on the Tower (or tank) that Licensee may relocate its Communications Facility at a new location on the Property. Licensee, may, at its discretion, elect to relocate its Communications Facility to the new location on the Property, at its sole cost and expense or Licensee may terminate this Agreement, upon written notice, without penalty. In the event, Licensee requires a temporary communications facility on the Property so as to avoid any network outages, Licensor shall take commercially reasonable steps to cooperate with Licensee on identifying a temporary location acceptable to both Licensor and Licensee for the placement of a temporary communications facility on the Property, so long as Licensee continues to pay Rent.

26. TOWER COOPERATION. Licensee, shall cooperate with Licensor in Licensor's efforts to maintain, repair, upgrade or enhance the Tower, at Licensee's sole cost and expense. The cooperation described in this Section 26 includes, and is not limited to, the temporary removal of equipment, antenna, cabling or brackets by Licensee.

27. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **RF Emissions.** The Licensee shall be responsible for ensuring that the Communication Facility does not cause radio frequency ("RF") emissions that are in excess of the safe limits established by the FCC ("RF Standards"). Before installing or making any modifications to the Communication Facility, the Licensee shall survey the existing RF environment at the Property. By installing the Communication Facility, the Licensee shall be deemed to have represented to the Licensor that the Communication Facility shall not itself violate, or, in conjunction with other RF sources located at the Property as of the Effective Date, exceed the RF Standards. The Licensee shall provide the Licensor with safety recommendations that address the protection of those who must be on the Property due to maintenance, repair, or other activities related to the operations carried out at the Property. The Licensee shall cooperate with the Licensor in reducing RF exposure to maintenance personnel by powering down, or powering off, the Communication Facility, as necessary, during periods of maintenance at the Property. The Licensor shall provide the Licensee with as much advance notice of any such maintenance as is reasonably available.

(c) **Rights Upon Expiration, Revocation or Termination**. Upon the expiration, revocation or termination of this License for any cause, the Licensee's rights in the Premises and its obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises, subject to the provisions of Section 14.

(d) **Compliance with Law**. Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Licensee's use of the Communication Facility on the

Property. Licensor agrees to comply with all Laws relating to Licensor's ownership and use of the Property and any improvements on the Property. The Licensee 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 Licensee 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.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state of Wisconsin, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (vii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Licensee" shall be deemed to include any Affiliate of Licensee using the Premises for any Permitted Use or otherwise exercising the rights of Licensee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Licensor's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Further Acts.** Upon request, Licensor will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Licensee may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(n) **Free of Encumbrances/Liens**. The Licensee shall in no way encumber, or allow to be encumbered, the Licensor's title to the Premises. Licensee shall keep the Premises and the Property and Licensor's interest therein free from any liens arising from any work performed, materials furnished or obligations incurred by or on behalf of Licensee. Licensee indemnifies Licensor for, and agrees to defend with counsel acceptable to Licensor, and hold Licensor harmless from and against, all liability, loss, damages, costs or expenses, including but not limited to attorneys' fees, expenses and court costs incurred in connection with any such lien. Within thirty (30) days after the filing of any such lien, Licensee shall either discharge or cancel such lien of record. If Licensee desires to contest any such claim of lien, Licensee will cause such lien to be released of record by bonding off said lien or by posting adequate security with a court of competent jurisdiction as may be provided by Wisconsin law. If Licensee fails to so discharge or bond such lien within thirty (30) calendar days after written demand from Licensor, Licensor may, at its option, bond or discharge the same by paying the amount claimed to be due, and 115% of the amount so paid by Licensor, including the maximum allowable actual attorney's fees paid by Licensor under Wisconsin law to defend against such lien or procure the bonding or discharge of such lien be due and payable within 30 days upon demand by Licensee to Licensor.

(o) **Quality of Work**. Work shall be performed in a high-quality manner. The completely constructed Communication Facility shall be free of debris and no unused parts or remnants shall be stored in or around the Premises or Property. Access easements and any areas disturbed by Licensee due to construction staging, parking, and equipment storage shall be repaired and restored to their pre-construction state to Licensor reasonable satisfaction.

(p) **As-Built**. Within 30 days after the completion of construction of the Communication Facility, Licensee shall provide Licensor with a close out package in PDF format containing construction drawings, zoning approval documents, building permits, and photo documentation of the Communication Facility at the time of construction completion as part of Licensor's permanent records for the Premises.

(q) **Non-Discrimination**. In the performance of the services under this License, the Licensee 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 Licensee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

(r) **Accessibility**. The Premises shall conform where applicable to the accessibility provisions of the Wisconsin Administrative Code, Madison General Ordinance 39.05, the Federal Fair Housing Act as amended, and the Americans with Disabilities Act, regarding accessibility for the use of the Premises by the Licensee's employees, with all costs of compliance to be paid by the Licensee.

(s) **Subordination**. This Agreement is subordinate to rights and privileges granted by the Licensor to public and private utilities across, over or under the Premises. The Licensee shall subordinate its rights in this License, without compensation, at the request of the Licensor to provide easements and rights-of-way for all public and private utilities across or along the Premises, provided that neither such subordination nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the Premises by the Licensee under the terms of this License.

(t) **Authorized Agent.** The Director of the City's Economic Development Division or the Director's designee is hereby designated as the official representative of the Licensor for the enforcement of all provisions of this License, with authority to administer this Agreement lawfully on behalf of the Licensor.

(u) **Conflict of Interest**. The Licensee warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this License. The Licensee shall not

employ or contract with any person currently employed by Licensor for any services included under the provisions of this License.

(v) **Third Party Rights**. This License is intended to be solely between the parties hereto. No part of this License shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

(w) **Goodwill**. Any and all goodwill arising out of this License inures solely to the benefit of Licensor; the Licensee waives all claims to benefit of such goodwill.

(x) **Prior License Holdover.** As an inducement for Licensor to enter into this Agreement with Licensee, Licensee shall make a one-time payment of two thousand one hundred thirty-three and 00/100 dollars ($2,133.00) within sixty (60) days of Effective Date to compensate Licensor for underpaid rent referencing from the expiration date of the Prior License.

(y) **Severability**. If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the Parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, the provision held invalid, illegal or unenforceable shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(z) **Counterparts**. This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

(aa) **Public Record**. A Memorandum of Agreement (**Exhibit 5** (intentionally omitted)) will be recorded by the Licensor at the office of the Dane County Register of Deeds upon the Term Commencement Date.

EXHIBIT 1

DESCRIPTION OF PROPERTY

Legal Description of the Property:

The Property

Lot 1 of Dane County Certified Survey Map No. 2202 recorded in Volume 8, Page 456, in the office of the Dane County Register of Deeds, located in the NW1/4 of the NW1/4, Section 35, Town 7 North, Range 8 East, Town of Middleton, Dane County, Wisconsin.

City of Madison

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

Master

File Number: 90171

File ID:	90171	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Create a new classification series of Transit HR Generalist 1-2 in CG44, R04 and R06; delete the classification of Transit HR Manager in CG44, R12, and recreate vacant position #2902 as a Transit HR Generalist 2.			**Final Action:**	

Title: Create a new classification series of Transit HR Generalist 1-2 in CG44, R04 and R06; delete the classification of Transit HR Manager in CG44, R12, and recreate vacant position #2902 as a Transit HR Generalist 2.

Notes:

Sponsors:	Director of Human Resources	**Effective Date:**	
Attachments:	PB Memo Transit HR Generalist 9-2025.pdf, Transit HR Generalist 1-2 9-2025.doc	**Enactment Number:**	
Author:	Mike Lipski, Human Resources Consultant	**Hearing Date:**	
Entered by:	jortiz@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Personnel Board (10/8/25), Common Council (10/28/25)

Text of Legislative File 90171

Fiscal Note

Fiscal note pending

Title

Create a new classification series of Transit HR Generalist 1-2 in CG44, R04 and R06; delete the classification of Transit HR Manager in CG44, R12, and recreate vacant position #2902 as a Transit HR Generalist 2.

Body

Resolution creating a new classification of Transit HR Generalist 1 in CG44, R04, Transit HR Generalist 2 in CG44, R06, and deleting the classification of Transit HR Manager in CG44,

R12. Be it further resolved that vacant position #2902 of Transit HR Manager is deleted and recreated as a Transit HR Generalist 2 in CG44, R06, thereof.

TO: Personnel Board

FROM: Mike Lipski, Human Resources Consultant

DATE: September 22, 2025

SUBJECT: Metro HR Generalist 1-2

At the request of Interim Metro General Manager Eric Knepp and Chief Administration Officer Jessy Stammer, I have studied the vacant position of Transit HR Manager (CG44, R12) to determine an appropriate classification and salary range. The HR Manager position was deemed redundant as Ms. Stammer and the existing Transit HR Coordinator position had taken on many of the duties and responsibilities, and it was vacated in July, 2025. Ms. Stammer then rewrote the position description to reflect the actual need for the position. After reviewing the position description and related classifications, I recommend that a new classification series of Transit HR Generalist 1 and 2 be created in CG44, R04 and R06, and the vacant position of Transit HR Manager (#2902) be recreated as a Transit HR Generalist 2 in R06.

The Administration unit at Metro consists of the Finance, HR, and IT sections, all overseen by Ms. Stammer. Three total positions perform HR work under Ms. Stammer's leadership, including a professional HR Coordinator in CG44, R08, and 2 para-professional Transit Employee Relations Assistants, in CG43, R11. The professional HR Coordinator plays a lead role in recruiting for Metro positions using the City's NEOGOV system, advising hiring managers on the City's hiring and interview process, performing position studies, conducting new employee onboarding, and consulting with supervisors and managers on other HR-related matters. This position also supervises the 2 para-professional positions. One of those positions oversees administration of Metro's FMLA and Worker's Compensation cases. The other position is expected to transfer to the City's central HR department in 2026 to provide support for the Labor and Employee Relations work unit. Because that position is moving to HR, Ms. Stammer's goal is to recreate the HR Manager position to fill the gaps caused by losing the para-professional position and the HR Manager.

The new job description (attached) describes a position that will be focused on labor relations, employee engagement and equity, and tracking of HR records. This work will supplement the work that the other positions perform. A big need at Metro is for an HR professional who can work with supervisors and managers to coordinate workplace investigations, analyze complex disciplinary situations where other workplace laws are impacted, such as FMLA or ADA, and serve as a liaison with the central Labor Relations Unit in the City's HR Department as appropriate. This position will also provide support in the investigation and resolution of grievances and other collective-bargaining activities associated with the Teamster contract. The position will have responsibility for working on employee engagement and equity programs within Metro. This includes serving on the events committee, developing engagement and equity programs and policies, reviewing engagement data and providing recommendations for programs to improve the employee experience, and integrating DEI principles into employee engagement programs. The position will work under the supervision of the Transit HR Coordinator and will also provide backup support on recruitment and orientation activities.

The work of the updated position description is a higher level than that of the existing Transit Employee Relations Assistants. The work is professional in nature and Metro would be seeking to hire someone with either a degree in HR or related comparable work experience performing the duties of the position. When considering the appropriate classification for this new position, I

reviewed the HR Analyst series in the City's HR Department. While this position is expected to provide professional HR support at Metro, the HR Analyst series is in the City's central HR Department and the HR Analysts are providing support across the City to a variety of agencies. The HR Analyst series starts in CG18, R06, parallel to a CG44, R06 position. Over time, as this position takes on more responsibility and as the employee becomes familiar with Metro, the Teamster contract, and the City's numerous policies and procedures, the work of the position would be comparable to an HR Analyst 1 in R06. However, because there will be a significant period of time needed to learn the various policies and procedures, it is appropriate to create this new classification as a progression series, similar to the Analyst series. I recommend the new series start in R04 with the potential to advance to a R06 after the employee demonstrates proficiency and competence in adapting to and applying the various City policies and procedures, normally after 2 years. Placement in Range 04 is also consistent with the entry level classification of EO Investigator in the Department of Civil Rights, which also has responsibility for complex analysis of legal issues in an investigatory context. In addition, I recommend a title of Transit HR Generalist 1-2 as the work of this position is more aligned with what a generalist would perform in most businesses. It is a broad spectrum of labor, records, engagement, and equity work.

Based on the above, I recommend creating a new classification of Transit HR Generalist 1 in CG44, R04, and Transit HR Generalist 2 in CG44, R06, deleting the classification of Transit HR Manager in CG44, R12, and recreating the vacant position #2902 as a Transit HR Generalist 2, which allows Metro to underfill at the 1 level.

I have prepared the necessary resolution to implement this recommendation.

Attachments

Compensation Group/Range	2025 Annual Minimum (Step 1)	2025 Annual Maximum (Step 5)	2025 Annual Maximum +12% longevity
44/12	$91,228	$110,140	$123,357
44/04	$66,667	$76,879	$86,105
44/06	$70,878	$83,453	$93,467

cc: Eric Knepp-Interim Transit General Manager
Emaan Abdel-Halim—HR Services Manager
Jessy Stammer—Chief Administration Officer

TRANSIT HR GENERALIST 1-2

CLASS DESCRIPTION

General Responsibilities:

This is responsible professional human resources work in the support of HR and related administrative functions at Metro Transit. Employees complete diverse human resources assignments generally in a wide range of HR functions, with a focus on labor relations support, records management and tracking, and engagement and equity efforts. Work includes handling a variety of confidential documents and information, and employees are expected to exercise the highest level of judgment and discretion regarding this information. This position reports to the Transit HR Coordinator and the work involves exercising considerable judgment and discretion relative to the application of administrative policies and procedures.

This series is expected to progress from a Transit HR Generalist 1 to a 2 as a function of the employee's career development, generally after two years at the 1 level.

Transit HR Generalist 1

This is the entry level of the Transit HR Generalist career progression series. This work is characterized by more structured and/or closely reviewed professional assignments, necessitating application of human resource theories and concepts. Work includes varied areas of Human Resources (e.g., labor relations, engagement and equity, records management, etc.). However, employees will work under limited supervision, and are expected to exercise professional judgment and discretion within clearly defined parameters.

Transit HR Generalist 2

This is the objective level of the Transit HR Generalist career progression series. Employees complete diverse human resource assignments; prepare comprehensive reports and recommendations; present and defend findings; and exercise fully developed professional skills. Under general supervision, employees are expected to independently exercise professional judgment and discretion.

Examples of Duties and Responsibilities:

Transit HR Generalist 1

Engage in labor relations activities at Metro. Work collaboratively with the City Human Resources, Employee and Labor Relations team regarding Metro collective bargaining agreement, grievances and tracking issues to ensure a smooth flow of information. Apply relevant APMs, ordinances, collective-bargaining agreement provisions and other rules;

consult with Metro and City management and supervisors. Recommend changes to organizational policies or practices as they relate to the collective-bargaining agreement

Provide basic consultation to managers, supervisors, and/or employees on human resource policies, procedures and practices. Perform related policy (e.g., City ordinances, Personnel Rules, union contract provisions, etc.) interpretations in consultation with City HR. Document and communicate organization-wide standard operation procedures. Ensure standard practices and policies are being interpreted and followed uniformly agency-wide.

Coordinate and/or participate in pre-determination hearings and other workplace investigations; track investigation statuses ensuring timely corrective action. Discuss proposed corrective action with supervisors and managers. Analyze issues in light of other related employment considerations, such as FMLA, ADA, and other employment laws. Make appropriate recommendations. Consult with Central HR/Labor Relations as appropriate.

Research employee grievances; coordinate and organize necessary materials, data and information for management. Act as a Metro representative at collective bargaining grievance hearings and other related meetings. Work with appropriate Metro and City agencies to uphold labor-related agreements i.e. grievance settlements, MOUs, arbitrations, etc.

Assist in tracking of complex HR and other agency-related data. Act as the Metro Transit Records Custodian, guiding agency record retention, answering questions related to records, and facilitating the destruction and storage of records according to established schedules. Work with the Office of the City Attorney to respond timely to Open Records requests in accordance with state law, organizational standards, and applicable policies. Organize and maintain records, ensuring proper archiving and compliance. Provide guidance to personnel.

Develop and implement tracking tools to ensure proper adherence to the collective bargaining agreement. Track pre-employment exam completion for candidates. Track probationary applicable 3-month, 6-month and 1-year reviews for employees. Facilitate follow-up DOT exam process for existing employees. Develop tracking system for agencywide discipline for EEO updates. Provide related reports as necessary.

Facilitate employee engagement and equity efforts. Develop and execute engagement and equity programs and policies that foster open, two-way communication between employees, including surveys, stay interviews and recognition efforts. Collect, track, analyze and interpret relevant employee data to develop presentations, reports and summaries to share with City leaders; recommend improvements. Recommend engagement strategies, programs and policies. Coordinate activities and projects with other City departments or units to achieve shared objectives. Integrate diversity, equity and inclusion (DEI) principles into employee engagement programs.

Serve as backup to Transit HR Coordinator. Conduct new employee orientation regarding benefits as necessary. Participate in outreach activities related to recruiting and hiring.

Perform related work as required.

Transit HR Generalist 2

Perform all the work of the Transit HR Generalist 1 with a higher degree of professional complexity, initiative, judgment, and discretion.

QUALIFICATIONS

Training and Experience:

Generally, positions in this classification will require:

Transit HR Generalist 1

Graduation from an accredited college or university with a Bachelor's Degree in Human Resource Management, Industrial or Labor Relations, Business or Public Administration or a related field, or an Associate's Degree in Human Resource Management. Four years of professional HR work in the areas of labor relations and records management may be substituted for the degree requirement. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.

Transit HR Generalist 2

Two years of professional human resources experience, comparable to that gained as a Transit HR Generalist 1 at Metro Transit. Such experience would normally be gained after graduation from an accredited college or university with a Bachelor's Degree in Human Resource Management, Industrial or Labor Relations, Business or Public Administration or a related field, or an Associate's Degree in Human Resource Management. Four additional years of professional HR work in the areas of labor relations and records management may be substituted for the degree requirement. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.

Specific training and experience requirements will be established at the time of recruitment.

Knowledge, Skills and Abilities:

Transit HR Generalist 1

Working knowledge of the theories, principles, and practices of human resources administration including civil service selection processes, classification and

compensation, labor relations, organizational development, and/or affirmative action. Working knowledge of related legislation and professional standards. Working knowledge of and ability to use computer software applicable to the duties of the position, including Microsoft Word and Excel. Knowledge of public/business administration principles. Knowledge of equitable workforce practices and trauma informed management principles. Ability to use computers to draft a variety of correspondence and reports, to conduct statistical analyses, to conduct recruitments and screen applications, and to conduct research. Ability to interpret collective-bargaining agreements, ordinances, and other policies and procedures. Ability to conduct interviews and solicit pertinent information. Ability to analyze diverse human resources issues and to prepare and present narrative and statistical reports. Ability to develop and maintain positive relationships with the public and co-workers. Ability to work through difficult situations, conflicts and emotional encounters with empathy, compassion and discretion. Ability to manage large groups of people. Ability to effectively work with multicultural populations. Ability to exercise discretion and equitably apply rules, policies and procedures. Ability to communicate effectively, both orally and in writing. Ability to exercise judgment and discretion in the administration of human resources programs, functions and activities. Ability to provide consultation to managers, supervisors and employees on human resources issues as appropriate. Ability to deal tactfully and firmly with potentially hostile individuals. Ability to maintain confidentiality of information. Ability to maintain adequate attendance.

Transit HR Generalist 2

Thorough knowledge of the theories, principles, and practices of human resources administration including civil service selection processes, classification and compensation, labor relations, organizational development, and/or affirmative action. Thorough knowledge of related legislation and professional standards. Thorough knowledge of and ability to use computer software applicable to the duties of the position, including Microsoft Word and Excel. Working knowledge of public/business administration principles. Working knowledge of equitable workforce practices and trauma informed management principles. Ability to use computers to draft a variety of correspondence and reports, to conduct statistical analyses, to conduct recruitments and screen applications, and to conduct research. Ability to interpret collective-bargaining agreements, ordinances, and other policies and procedures. Ability to conduct interviews and solicit pertinent information. Ability to analyze diverse human resources issues and to prepare and present narrative and statistical reports. Ability to develop and maintain positive relationships with the public and co-workers. Ability to work through difficult situations, conflicts and emotional encounters with empathy, compassion and discretion. Ability to manage large groups of people. Ability to effectively work with multicultural populations. Ability to exercise discretion and equitably apply rules, policies and procedures. Ability to communicate effectively, both orally and in writing. Ability to exercise judgment and discretion in the administration of human resources programs, functions and activities. Ability to provide consultation to managers, supervisors and employees on human resources issues as appropriate. Ability to deal tactfully and firmly

with potentially hostile individuals. Ability to maintain confidentiality of information. Ability to maintain adequate attendance.

Special Requirements:

Ability to meet the transportation requirements for the position.

Physical Requirements:

Work is performed in a traditional office setting, using office equipment such as a computer, telephone, and copier. The employee should have the ability to sit/stand at a computer workstation for extended periods of time. The employee would be expected to access multiple areas of the Metro Transit facility and satellite agency and City facilities as required.

Department/Division	Comp. Group	Range
Transportation/Madison Metro	44	04
Transportation/Madison Metro	44	06

Approved: _____

Erin Hillson Date
Human Resources Director

City of Madison

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

Master

File Number: 90172

File ID:	90172	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Create new or modify existing classifications for position placement in the Finance Department operating budget.			**Final Action:**	

Title: Create new or modify existing classifications for position placement in the Finance Department operating budget.

Notes:

Sponsors:	Director of Human Resources	**Effective Date:**	
Attachments:	Personnel Board Memo - Finance Position Studies.pdf	**Enactment Number:**	
Author:	William Wick, Human Resources Analyst	**Hearing Date:**	
Entered by:	jortiz@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Personnel Board (10/8/25), Common Council (10/28/25)

Text of Legislative File 90172

Fiscal Note

Fiscal note pending

Title

Create new or modify existing classifications for position placement in the Finance Department operating budget.

Body

Create a new classification of Assistant Finance Director in CG18, R19. Delete the classifications of Budget and Program Evaluation Manager and Accounting Services Manager in CG18, R17. Recreate the employees of the Budget and Program Evaluation Manager (C. Koh-pos. #803) and Accounting Services Manager (P. McDermott-pos. #771) classifications as Assistant Finance Directors in the new range.

Move the classifications of Risk Manager (CG18, R15) and Treasury and Revenue Manager (CG18, R16) to CG18, R17 and reallocate the employees (E. Veum-pos. #787, and C. Franklin-pos. #4787) to the new range.

Move the classification of Internal Audit Manager from CG18, R15 to R16 and reallocate the employee (K. Akintola-pos. #3681) to the new range.

Move the classification of Principal Accountant from CG18, R14 to CG18, R15 and reallocate the employees (C. Johnson-pos. #786, R. Whitehead-pos. #789 and C. Lisauskas-pos. #804) to the new range.

Create a new classification of Enterprise Program Supervisor in CG18, R14. Recreate the employees of position #4498 of Accountant 4 (M. Richards), position #4537 of Data Analyst 4 (El. Anderson), and position #4794 of Accountant 4 (Em. Anderson) as Enterprise Program Supervisors in the new range.

Create a new classification series of Enterprise Accountant 1 and Enterprise Accountant 2 in CG18, R12 and CG18, R13, respectively. Recreate positions #777 (J. Dempsey), #783 (J. Horan), #802 (K. Quinn), #806 (J. Daniels), #4358 (D. Rey), and #4580 (J. Oppeneer) of Accountant 4 as Enterprise Accountant 2s and reallocate the employees to Enterprise Accountant 2 in the new range.

Create a new classification series of Enterprise Analyst 1 and Enterprise Analyst 2 in CG18, R12 and CG18, R13 respectively. Recreate positions #774 (K. Dia), #784 (M. McClain), #794 (R. Mulcahy), and #3194 (R. Pennington) as Enterprise Analyst 2s in the new range. Reallocate the employee of position #3194 (R. Pennington) to Enterprise Analyst 1. The employees of position #774, #784, and #794 will remain in their current classifications.

Move the classification of Document Services Leadworker from CG20, R13 to CG20, R14 and reallocate the employee (J. Kaufmann-pos. #768) to the new range.

Move the classification series of Document Services Specialist 1 and Document Services Specialist 2 from CG20, R07 and CG20, R10, respectively, to CG20, R08 and CG20, R11, respectively. Reallocate the employee of position #795 (B.Sass) to the new Document Services Specialist 2 range.

Move the classification of Administrative Support Clerk 2 from CG20, R09 to CG20, R10. Reallocate the employee of position #788 (S. Brichford) and the vacant position #766 to the new range.

Recreate position #3682 of Program Assistant 1 in CG20, R11 as Program Assistant 2 in CG20, R12 and reallocate the employee (M. Quieto) to the new range.

Move the classification series of Buyer 1, Buyer 2, and Buyer 3 from CG16, R15; CG16, R17; and CG16, R19, respectively, to CG16, R16; CG16, R18; and CG16, R20, respectively. Reallocate the employees of positions #769 (B. Garcia) and #801 (T. Jones) to the new Buyer 2 range and reallocate the employee of position #792 (B. Pittelli) to the new Buyer 3 range.

TO: Personnel Board

FROM: Bill Wick, Human Resources Analyst

DATE: September 4, 2025

SUBJECT: Finance Department Positions

At the request of Finance Director Dave Schmiedicke, the entire agency structure was studied including a total of 29 positions. I have reviewed updated position descriptions, met with Mr. Schmiedicke and various employees, and reviewed results from the City's recent compensation study and other classifications in the City that are comparable. Upon completing my review, I am making the following recommendations, for the reasons outlined in this memo:

- Create a new classification of Assistant Finance Director in CG18, R19. Delete the classifications of Budget and Program Evaluation Manager and Accounting Services Manager in CG18, R17. Recreate the employees of the Budget and Program Evaluation Manager (C. Koh-pos. #803) and Accounting Services Manager (P. McDermott-pos. #771) classifications as Assistant Finance Directors in the new range.
- Move the classifications of Risk Manager (CG18, R15) and Treasury and Revenue Manager (CG18, R16) to CG18, R17 and reallocate the employees (E. Veum-pos. #787, and C. Franklin-pos. #4787) to the new range.
- Move the classification of Internal Audit Manager from CG18, R15 to R16 and reallocate the employee (K. Akintola-pos. #3681) to the new range.
- Move the classification of Principal Accountant from CG18, R14 to CG18, R15 and reallocate the employees (C. Johnson-pos. #786, R. Whitehead-pos. #789 and C. Lisauskas-pos. #804) to the new range.
- Create a new classification of Enterprise Program Supervisor in CG18, R14. Recreate the employees of position #4498 of Accountant 4 (M. Richards),position #4537 of Data Analyst 4 (El. Anderson), and position #4794 of Accountant 4 (Em. Anderson) in CG18, R12 as Enterprise Program Supervisors in the new range.
- Create a new classification series of Enterprise Accountant 1 and Enterprise Accountant 2 in CG18, R12 and CG18, R13, respectively. Recreate positions #777 (J. Dempsey), #783 (J. Horan), #802 (K. Quinn), #806 (J. Daniels), #4358 (D. Rey), #4580

(J. Oppeneer), and #4794 (Em. Anderson) of Accountant 4 as Enterprise Accountant 2s. Reallocate the employees to Enterprise Accountant 2 in the new range.

- Create a new classification series of Enterprise Analyst 1 and Enterprise Analyst 2 in CG18, R12 and CG18, R13 respectively. Recreate positions #774 (K. Dia), #784 (M. McClain), #794 (R. Mulcahy) and #3194 (R. Pennington) as Enterprise Analyst 2s in the new range. Reallocate the employee of position #3194 (R. Pennington) to ,Enterprise Analyst 1. The employees of position #774,#784, and #794 will remain in their current classifications.
- Move the classification series of Buyer 1, Buyer 2, and Buyer 3 from CG16, R15; CG16, R17; and CG16, R19, respectively, to CG16, R16; CG16, R18; and CG16, R20, respectively. Reallocate the employees of positions #769 (B. Garcia) and #801 (T. Jones) to the new Buyer 2 range and reallocate the employee of position #792 (B. Pittelli) to the new Buyer 3 range.
- Move the classification of Document Services Leadworker from CG20, R13 to CG20, R14 and reallocate the employee (J. Kaufmann-pos. #768) to the new range.
- Move the classification series of Document Services Specialist 1 and Document Services Specialist 2 from CG20, R07 and CG20, R10, respectively, to CG20, R08 and CG20, R11, respectively. Reallocate the employee of position #795 (B.Sass) to the new Document Services Specialist 2 range.
- Move the classification of Administrative Support Clerk 2 from CG20, R09 to CG20, R10. Reallocate the employees of positions #766 (Vacant) and #788 (S. Brichford) to the new range.
- Recreate position #3682 of Program Assistant 1 in CG20, R11 as Program Assistant 2 in CG20, R12 and reallocate the employee (M. Quieto) to the new range.
-

The Finance Department has a Finance Director with five direct reports—the Accounting Services Manager, Budget and Program Evaluation Manager, Risk Manager, Internal Audit Manager, and Treasury and Revenue Manager. Each manager supervises a workgroup of professional staff and some of the managers have paraprofessionals as well. A copy of the Finance Department org chart is attached to this file for reference. The Finance Department is a central service agency, supporting all City departments in the areas outlined above. For example, the Budget and Program Evaluation section develops the City Operating and Capital budget and oversees the centralized data team. The Accounting Services team is responsible for citywide accounting, ensuring adherence to various

Governmental Accounting Standards Board (GASB) regulations, and supporting accountants and paraprofessional accounting staff located in City departments.

Mr. Schmiedicke has asked for a comprehensive review of the agency's structure. Many of the positions in the agency have not been studied in a number of years, and most positions have taken on additional duties and responsibilities. Mr. Schmiedicke is requesting creating a structure where he has two Assistant Finance Directors, consistent with the structure of other City agencies. In addition, he is asking for a review of his department's managers and supervisors in light of the potential creation of the Assistant positions. Finally, other positions in the agency require review in light of their broad responsibility for setting or implementing citywide financial processes, or as a result of recommendations from the City's recent compensation study. I agree that a significant number of positions in the Finance Department should be reclassified for the reasons outlined below. I will first start by reviewing the manager positions, followed by the supervisor positions, and finally, the remaining positions affected by this study.

Finance Department Management

Assistant Finance Directors

As noted above, Mr. Schmiedicke has 5 managers who report to him. However, 2 of the managers are formally designated as the backup to his role—the Accounting Services Manager and the Budget and Program Evaluation Manager. Both of these positions are in CG18, R17, and have been in this same salary range since at least 2008. Although the Budget and Program Evaluation Manager was retitled in 2015 from the Budget and Audit Manager when the audit function was broken out, at that time, it was not moved into a different range. It is important to discuss the role of each position and Mr. Schmiedicke's placement in the City's salary structure when considering their appropriate title, CG and Range.

The Accounting Services Manager has broad responsibility for the City's overall accounting function, including general accounting, procurement, and oversight of the City's Enterprise Resource Planning (ERP) system. This includes interpreting and applying the many GASB standards that are promulgated on a regular basis. The GASB standards determine how the City is to manage its accounting and the Accounting Services Manager is responsible for interpreting the standards and how they will be applied throughout the City. This means not only ensuring that the Finance Department accountants have a proper understanding but also finance staff in the various City agencies. Agency finance staff rely on the interpretations from the Finance Department when applying new GASB standards. The Accounting Services Manager also oversees preparation of required financial reports, such

as the City's Annual Comprehensive Financial Report and Popular Annual Financial Report. Finally, the Accounting Services Manager has three Principal Accountants who report to them and supervise the accountants and other staff carrying out related work.

The Budget and Program Evaluation Manager is responsible for development of the City's capital and operating budgets, program evaluation, and oversight of the City's data team. The Manager sets standards and requirements for budget development and supervises a team of Administrative Analysts who work directly with the Mayor's Office to develop the City's annual Capital and Operating budgets. This includes working with and advising all City departments as they prepare their portions of the budget, coordinating outreach efforts with the community around the budget, and producing the City's budget book. The position also has significant responsibility for legislative processes, serving as staff to the City's Finance Committee and overseeing the passage of the annual budgets through the Common Council process. The team is also responsible for ongoing monitoring of the budget and City spending throughout the year. The Budget and Program Evaluation Manager also supervises the City's Data Team, which sets citywide standards for data collection and management.

Throughout the City, a number of agencies have created a structure where the agency head has designated Assistant positions who have responsibility for filling in for the agency head when required. These high-level positions also have broad responsibility for managing specific functions within the respective agencies. The Accounting Services Manager and Budget and Program Evaluation Manager play a similar role in the Finance Department, and the other managers in the Finance Department are not expected to oversee the department in the Finance Director's absence. As such, it is appropriate to create a new classification of Assistant Finance Director and delete the underlying classes of Accounting Services Manager and Budget and Program Evaluation Manager. The Finance Director will use working titles of Assistant Finance Director-Accounting Services, and Assistant Finance Director—Budget and Program Evaluation to distinguish the two positions.

The next consideration is the appropriate placement of the Assistant Finance Director classification in the salary schedule. As noted above, a number of agencies have Assistant-type positions. The highest range for these positions is in Range 17, similar to the current positions. However, these positions are found in agencies such as Engineering, Traffic Engineering, Water Utility, HR and IT. With the exception of HR and IT, the assistants in Engineering, TE, and Water are responsible for overseeing and administering within their own agency. While the positions in Finance are responsible for overseeing Finance Department operations in the absence of the Finance Director, they also have broad, citywide responsibility for circulating rules and guidelines around financial matters, as

Finance is a central-service department. Although HR and IT also have central-service responsibilities, the HR and IT Directors are in a lower salary range than the Finance Director. In fact, when looking at other departments whose agency head is in the same range as the Finance Director, most of those have their next highest-level position in ranges higher than Range 17. Notably, the Deputy City Attorney is in Range 23, the Director of PCED has 5 CG21 positions reporting to him in Ranges 18 and 20, the Director of Transportation has CG21 positions reporting to him in Ranges 23 and 21, and the Fire and Police Chiefs both have Assistant positions that are higher than a Range 17. Finally, it is important to note that until approximately six years ago, the highest position reporting to the Accounting Services Manager was the Accountant 4, which was 5 ranges lower. At that time, the Principal Accountant classification was created in Range 14 and those people were moved up. As part of this study, it is recommended that the Principal Accountant move to Range 15. This means that what was once a 5 range difference between the Manager and the next highest classification has shrunk to 2 ranges. It is my recommendation that the Assistant Finance Director classification be placed in CG18, R19. This is more in line with the next-highest level positions for other department heads in Range 23, and also retains a 4-range gap between Assistant Finance Director-Accounting Services and the Principal Accountants who that person supervises. The two employees of the Accounting Services Manager and Budget and Program Evaluation Manager positions should be reclassified as Assistant Finance Directors.

Treasury and Revenue Manager

The Treasury and Revenue Manager classification was created in CG18, R16 in February, 2019, when the City Treasurer position was moved into the Finance Department. This position is responsible for overseeing the City's investment portfolio, currently valued at approximately $850 million. The Treasury and Revenue Manager is independently responsible for selecting how that money is invested to maximize the City's return. This position also oversees all revenue coming into the City. Since the position was studied in 2019, it has also taken on responsibility for an annual audit of the City's credit card usage. Prior to 2019, this was not being done and the City was incurring $60,000 in annual fines. This position has now taken on the audit, working with agencies to ensure compliance with security standards and working with an external auditor on the annual audit.

Overall, the Treasury and Revenue Manager has broad responsibility for programs with a major citywide impact. When reviewing other existing classifications, the HR Services Manager and Labor and Employee Relations Manager have similar responsibilities. The HR Services Manager is broadly responsible for the City's hiring and position classification process. The HR Services Manager circulates hiring process information to all City

agencies and also works with all agencies on position studies. The Labor and Employee Relations Manager oversees bargaining with all City bargaining units, including those with meet and confer status, that covers all City agencies. The Labor and Employee Relations Manager also provides support in the areas of employee discipline and performance management, ensuring consistency across various agencies. These positions are both in Range 17. Because of the citywide impact of both the investment portfolio and the credit card audit, it is appropriate to recreate the Treasury and Revenue Manager classification and position in Range 17 and reallocate the employee to the new position.

Risk Manager

The Risk Manager position and classification were last studied in 2013 and at that time, it was determined that the classification should be appropriately placed in Range 15. The Risk Manager also has broad responsibility for overseeing the City's risk portfolio, including insurance, worker's compensation, and employee safety. The Risk Manager negotiates the City's insurance rates and coverage amounts, accounting for activities in all City agencies. The Risk Manager also has independent responsibility for negotiating settlement of claims or determining whether such claims should be heard in a formal hearing. These actions have a direct impact on the City's budget as some of these claims may be in excess of a million dollars. Finally, since 2013, the Risk Manager has taken on supervision of the Department's administrative teams. The Administrative Support team provides administrative coverage to various City agencies and requires the Risk Manager to schedule this coverage and resolve issues that may arise. The Document Services team provides centralized publishing and computer support to agencies and now reports to the Risk Manager. A new Administrative Services Supervisor, in CG18, R06, is being hired to oversee the teams and will report directly to the Risk Manager. Finally, the Risk Manager supervises the City's Safety Coordinator in CG18, R09 and another staff who provides direct support to the Risk program.

In a similar manner to the Treasury and Revenue Manager, the Risk Manager is responsible for major citywide programs that has a significant impact on the City's budget. As such, the comparables discussed above are relevant to this position as well. Therefore, I recommend recreating the Risk Manager classification and position in Range 17 and reallocating the employee to the new position.

Internal Audit Manager

The last position on the Finance Department management team is the Internal Audit Manager, also in Range 15. The Internal Audit Manager is responsible for planning, executing, and managing comprehensive internal audit programs within the City. It also

oversees the City's grant writing and accounting program. The position also works across City agencies in conducting audits and risk assessments. However, the risk assessments that this position conducts are not the same as those by the Risk Manager. The Risk Manager has broad responsibility for negotiating insurance claims, working directly with the City's external insurance carrier, recommending changes to contract language and City ordinances as it relates to insurance and indemnification, and approving settlement agreements. The Internal Audit Manager is reviewing agency risk metrics to determine their compliance with internal controls and standards. Overall, this position is more internally focused than both the Risk Manager and the Treasury and Audit Manager. It also oversees a smaller team than the other Manager positions, supervising one Accountant 4, one Accountant 3, and one Grant Writer. For these reasons, I recommend the placement of the Internal Audit Manager in Range 16, one range below the other Manager positions. This placement puts all the Manager positions above the other supervisors in the Finance Department but recognizes the more limited scope of this position as compared to the Risk Manager and the Treasury and Revenue Manager. I recommend recreating the position of Internal Audit Manager in the new range and reallocating the employee to the new position.

Finance Department Supervisors

Principal Accountants

The classification of Principal Accountant was created in 2015 in CG18, R14. The class spec describes the work as follows:

. . . highly responsible professional, managerial, supervisory, and administrative work in planning, coordinating and directing the accounting functions within the Finance department. A Principal Accountant will oversee 1) the administration of the ERP system and Principal Accounting, 2) citywide procurement and professional and technical functions on behalf of the Community Development Authority (CDA) Redevelopment and Housing Funds, or 3) payroll/benefit administration. Responsibilities within the "administration of the ERP system" include management of Capital Projects Debt Service, Special Assessment, and Tax Incremental District Funds. Within the "procurement and CDA and Housing Funds" area, responsibilities include contract formulation, negotiation and execution; oversight of complicated accounting transaction processing, internal/external financial reporting and ensuring HUD and audit compliance requirements. Responsibilities within "payroll/benefit administration" include management and directing citywide Payroll Services including processing payroll, meeting government reporting requirements, implementing labor agreements/employee handbooks and ordinances. Work is characterized by significant technical and supervisory responsibility for the development and implementation of the specified accounting area. The work is performed

under the limited supervision of the Accounting Services Manager and participates in the formulation of accounting and financial policies and procedures as part of the Finance Department's Management Team. Work is characterized by a high degree of independent judgment, discretion and considerable initiative.

Position #804 (C. Lisauskas) plans, coordinates, and directs the staff and activities of the Payroll and Benefits Accounting Services Section, administering complex financial systems with citywide impact. Since 2015, payroll accounting functions including account reconciliation and GASB reporting have been consolidated under this position, after previously having been assigned to multiple staff outside of the Payroll unit. This position is responsible for all functions of developing, implementing, testing, and training for the City's Enterprise Resource Planning (ERP) and Employee Self Service (ESS) systems in relation to Human Capital Management and Payroll Accounting. This position supervises a team of four, including one Accountant 4, one Accountant 2, and two Accounting Technician 3s.

Position #789 (R. Whitehead) plans, coordinates, and directs the accounting and procurement functions, staff, and activities of the Purchasing, Proprietary, and Governmental Accounting Sections. Work involves managing the City's Proprietary, General, Agency, and Special Revenue Funds; liaising to the Community Development Authority (CDA) including oversight of complicated accounting transaction processing, internal/external financial reporting, and ensuring Housing and Urban Development (HUD) and external audit requirements are met; manages and directs citywide accounts payable, loan reconciliations, and purchasing services; and is responsible for preparation of the City's Annual Comprehensive Financial Report (ACFR). Prior to 2019, production and publication of the ACFR had been completed by the external audit Certified Public Accountant (CPA) firm. Since 2015, this position has also taken on additional responsibilities in administration of the ERP system and related training. This position supervises a team of seven, including one Accountant 4, two Accountant 3s, one Buyer 3, two Buyer 2s, and one Account Clerk 3.

Position #786 (C. Johnson) plans, coordinates, and directs the accounting functions, staff, and activities of the Governmental Accounting Section. Work involves managing and overseeing the City's ERP system, including providing citywide training and support, testing, and overseeing and implementing upgrades, service packs or add-ons to the system's software; management of capital projects including Tax Increment Financing (TIF) and special assessments, capital assets, debt service fund, leases, Subscription-Based Information Technology Arrangements (SBITA), accounts receivable, and ambulance conveyance billing functions. Since 2015, additional responsibilities assigned to this position include management of all aspects of the MUNIS ERP system that went live in

2015; greater oversight and management of accounts receivable functions, including year-end reconciliation for all funds, responding to any audit inquiries, ensuring timely setup and maintenance of customer records, and oversight of annual setup and maintenance of account codes and charge codes; managing, implementing, and creating policies and procedures for new Governmental Accounting Standards Board (GASB) pronouncements; and creating schedules and footnotes for the ACFR. This position supervises a team of seven, including three Accountant 4s, one Accountant 3, one Accountant 2, and two Accounting Technician 3s.

The request is to review whether their range 14 placement remains appropriate. All three positions have taken on additional responsibilities since the original placement, as noted above. In addition, the manager positions above them are all moving up, providing room for this classification to be increased without significantly affecting wage compression issues. Other principal positions, such as Principal Planner, Principal Architect, and Principal Engineer 1 are in Range 15. Finally, the compensation study recently conducted by the City and Baker Tilly found that the Principal Accountant classification would be more appropriately classified in CG18, R15. As such, I recommend that the Principal Accountant classification and positions should be deleted in CG18, R14 and recreated in CG18, R15, with the employees of the related positions reallocated to the new range.

Enterprise Program Supervisors

Position # 4498 (M. Richards) of Accountant 4, under the working title of Procurement Supervisor, directly supervises the Purchasing and Procurement team, including one Accountant 3 (CG18, R10), one Buyer 3, and two Buyer 2s. Position #4537 (El. Anderson) of Data Analyst 4 directly supervises the Data and Innovation team, including two Data Analyst 3s (CG18, R10). Both of these positions oversee enterprise-level programs requiring the coordination and leadership of inter-agency group efforts.

In 2017, the vacant Procurement Supervisor position was reclassified as an Accountant 4; the position had previously been classified as an Accountant 3 with a working title of Procurement Supervisor. The 2017 memo to the Personnel Board recommending reclassification to Accountant 4 noted, “This position will continue to supervise the professional staff of the Purchasing section and will continue to lead the implementation and training efforts for the MUNIS Bid Central and Vendor Self-Service applications expected LIVE in the third quarter of 2017. In addition, this position will continue work to meet new OMB A-133 grant procurement compliance procedures that are effective January 1, 2017. The supervision of these two major accounting initiatives and staff are in line with the class specification for Accountant 4. The position description also describes various programs in which there is supervision and oversight including the City Purchasing Card

Program, Procurement Training, City Contracting, the City's financial statements and reporting requirements, Procurement User Group, and accounting and procurement financial system applications." Since 2021, the position has seen an increase in cross-agency and citywide collaboration and has taken on supervision of the procurement responsibilities of a staff member from another agency. This position functions as the subject matter expert representing Procurement in various City user groups and committees.

The Data Analyst 4 class was created in 2019, as part of a Data Analyst 1-4 class series. The class spec does not include specific mention of supervisory responsibilities; however, this position now directly supervises two Data Analyst 2s (CG18, R08) and is responsible for recruitment, hiring, and onboarding activities; day-to-day supervision; completion of performance reviews; and responsibility for disciplinary action. Additionally, this position leads multiple citywide work groups and initiatives, including the cross-agency data governance team responsible for developing citywide policies; the data steward program created in 2023, which engages staff from all City agencies for collective data improvement efforts; cross-functional work groups on specific topics, with recent examples including a steering steam for a mapping tool and methodology to identify equity areas and a steering team for a citywide data training pilot; and Results Madison, a multi-year citywide data engagement effort.

Creating a new classification of Enterprise Program Supervisor in CG18, R14 more appropriately recognizes the breadth and depth of knowledge and skill necessary to effectively perform the work of these positions and to support the related functions performed by staff in other City agencies. Recreating these CG18, R12 supervisory positions in CG, R14 also reflects the added complexity and responsibility in leading and overseeing programmatic functions with a citywide impact. Further, as noted below, the Accountant 4 and Analyst 4 classifications in Finance are being reviewed and recommended for recreation in Range 13 as part of a progression recognizing the citywide impact of this work from the Finance Department. Placing the supervisor at a range higher than the people they supervise is appropriate, but also retains placement a range below their direct supervisors in Range 15. Therefore, I recommend creating the new classification of Enterprise Program Supervisor in CG18, R14, recreating the positions referenced above as Enterprise Program Supervisor, and reallocating the employees to the new positions.

Enterprise Accountants and Enterprise Analysts

There are currently seven additional Accountant 4 positions in the Finance Department, classified in CG18, R12 that either do not have supervisory responsibility or supervise a

small team of non-professional staff with a narrower scope of work than that overseen by the Procurement Supervisor or Data Analyst 4. Positions #777 (J. Dempsey), #783 (J. Horan), #802 (K. Quinn), #806 (J. Daniels), #4358 (D. Rey), and #4580 (J. Oppeneer) have no formal supervisory responsibility, while position #4794 (Em. Anderson) supervises a team consisting of one Accounting Technician 3 (CG20, R16) and two Accounting Technician 2s (CG20, R14) in the Treasury and Revenue section.

There are currently three Administrative Analyst 4 positions, classified in CG18, R12 that do not have supervisory responsibility. Position #3194 (R. Pennington) is filled at the budgeted level. Position #784 (M. McClain) is underfilled as an Administrative Analyst 3 and position #774 (K. Dia) is underfilled as an Administrative Analyst 2. These positions report to the Budget and Program Evaluation Manager, who expects that with experience and taking on additional responsibilities, all employees in the Administrative Analyst class series should eventually advance to the Administrative Analyst 4 level.

The request in this study is to determine whether the work of the Accountant 4 and Admin Analyst 4 specifically within the Finance Department remains appropriately classified in Range 12. Although currently the Administrative Analyst 4 classification is only used in the Finance Department, other agencies have employees in levels 1-3. In addition, there are Accountant 4s in certain agencies, like the Water Utility, who have agency-specific roles but not the broad perspective found in the Finance Department. The compensation study found that moving the Administrative Analyst 4 class to CG18, R13 is appropriate. However, instead of just moving the classification of Administrative Analyst up a range, given the complexity and citywide scope of the work, it is appropriate to consider a series of Enterprise Analyst 1-2, in CG18, R12 and 13. This series would allow for someone to promote from a different City agency into the Range 12 level and then once the person has gained the citywide perspective and is functioning at the higher level that requires, advancement to the Range 13 would be possible.

Creating a classification series of Enterprise Accountant 1 (CG18, R12) and Enterprise Accountant 2 (CG18, R13) would maintain internal equity between the Accountant and Administrative Analyst functions. This would also recognize the complexity of the accounting work in the Finance Department supporting citywide functions versus the Accountant 4 classification that may only be working within a specific department.

Creation of the Enterprise Accountant and Enterprise Analyst classification series recognizes the greater complexity and broader scope of work performed by central service agencies when compared with the work performed by non-central agency staff within the Accountant 1-4 classification series. I also recommend recreating the seven Accountant 4 positions referenced above as Enterprise Accountant 2 in CG18, R13, and reallocating the

employees to the new range. I recommend recreating the three positions of Administrative Analyst 4 as Enterprise Analyst 2, in Range 13, and reallocating Ryan Pennington to the level of Enterprise Analyst 1. The other two employees will continue to underfill in their current classification and range.

Paraprofessional, Administrative, and Clerical Positions

Because we are reviewing the Finance Department both in conjunction with changes in structure, duties and responsibilities, and relative to the market data received as part of the compensation study, certain positions in CG16 and 20 were also reviewed. Most of the recommended movement for these positions is based on the market data we received but other considerations will be discussed below.

Buyers

Position #792 (B. Pittelli) is classified as Buyer 3 in CG16, R19. This position performs professional advanced-level procurement work in the Purchasing Section. Work involves providing centralized purchasing services for City agencies, including leading cross-agency projects. The compensation study found that movement to range 20 is appropriate based on market data.

The Buyer 1-3 series is structured to provide career advancement from entry-level Buyer 1 to journey-level Buyer 2 as a function of fully developed expertise, normally occurring after two years as a Buyer 1. Progression to Buyer 3 is not anticipated for all positions, is based on work assignments and the needs of the Finance Department, and is normally achieved through a competitive process.

Positions #769 (B. Garcia) and #801 (T. Jones) are classified as Buyer 2 in CG16, R17. Anchoring this classification two ranges below Buyer 3 to maintain consistency is recommended, which would result in movement to CG16, R18.

The Buyer 1 classification is currently in CG16, R15. Movement to CG16, R16 to maintain a two-range difference with the Buyer 2 class is recommended for consistency.

In addition to moving the classification to the new ranges, I recommend recreating the respective positions in the new ranges and reallocating the employees to the new positions. At a later date, these positions should be reviewed to determine whether they are more appropriately placed in CG18, with other professional positions, but that is not a part of this study.

Document Services

Position #768 (J. Kauffman) is classified as Document Services Leadworker in CG20/R13. The compensation study found that movement to range 14 is appropriate. The class spec describes the work as, " . . . responsible and varied lead-level work in overseeing the operations and services of the City's centralized Document Services Unit. This level is distinguished by placing emphasis on leadership, interagency communication and technical support, including directing and overseeing the work of the Document Service Specialists. Work also includes utilizing and supporting diverse document generating software applications for all City agencies involving independence and creativity in both: generating written/graphic presentations; and developing, integrating, and maintaining related databases both within the unit and throughout the organization as required. Work is performed under the general supervision of the Risk Manager." With restructuring of supervisory responsibilities in the Finance Department, this position will report to the Administrative Services Supervisor (CG18, R06) upon that position being filled through a competitive recruitment. Placement in Range 14 would also be comparable to the Administrative Assistant classification, in the same range.

Position #795 (B. Sass) is classified as a Document Services Specialist 2 in CG20/R10. The Document Services Specialist 1 (CG20/R07) and 2 class series is structured to provide career advancement from the 1 level to the 2 level as a function of increased experience, independence, and skill in using the various computer programs associated with the work, normally after two years. The work performed by the Document Services Specialist 2 class is more appropriately aligned with work performed by the Program Assistant 1 class in CG20, R11, so movement of this class to range 11 is recommended. Anchoring the Document Services Specialist 1 class three ranges below Document Specialist 2 to maintain consistency with the current range spread is recommended, which would result in Document Services Specialist 1 classification moving to CG20, R08.

Based on the above, I recommend recreating the position of Document Services Leadworker in the new range and reallocating the employee to the new position. I also recommend recreating the position of Document Services Specialist 2 in the new range and reallocating the employee to the new position. Finally, I recommend recreating the classification of Document Services Specialist 1 in CG20, R08.

Administrative Support Clerks

Positions #766 (vacant) and #788 (S. Brichford) are classified as Administrative Support Clerk 2 in CG20, R09. Compensation study market data supports movement to range 10. These positions require a greater breadth of knowledge with a citywide scope, as they must be able to support a wide range of administrative functions across multiple agencies in the absence of staff who typically perform those duties. Placement in range 10 is also a range

below the Document Services Specialist 2, which is appropriate because even though the Administrative Support Clerks are expected to work in various City agencies with familiarity with a broad range of computer programs, the depth of knowledge required is not the same as the Document Services Specialist. Therefore, I recommend moving the classification of Administrative Support Clerk 2 to CG20, R10, recreating the existing positions in the new range and reallocating the employees to the new position. Furthermore, in order to preserve the current 3 range spread of the progression series, I recommend recreating the classification of Administrative Support Clerk 1 in CG20, R07, and deleting it in Range 06.

Position #3682 (M. Quieto) is classified as Program Assistant 1 in CG20, R11. This position currently reports directly to the Risk Manager, but will begin reporting directly to the Finance Administrative Services Supervisor (CG18, R06) once that vacant position is filled. Position #3682 was reclassified from Administrative Support Clerk 2 in CG20, R09 in May 2018. This position functions as part of the Administrative Support Team based in the Finance Department; additionally, the 2018 memo recommending reclassification to Program Assistant 1 stated, "Mr. Quieto has held increasing programmatic authority within the City Clerk's Office providing election support. Programmatic responsibilities include but are not limited to the scheduling, training, communications and payroll for poll workers. In addition, Mr. Quieto is the creator of an election worker SharePoint database and continues to provide ongoing maintenance and updates to the database. He's also trained the City's Clerks Office staff on how to use the database. The Clerk's Office relies on the administrative support provided by Mr. Quieto on a frequent and regular basis. Even when he is not physically in the Clerk's Office, he can send notices and update the database from any City agency he's supporting." This position continue to perform those programmatic functions relative to support of the Clerk's Office, while also adding structure to processes in other City agencies and committees including the CDA Housing Division and Police and Fire Commission, along with providing training and leadership to the Administrative Support Clerks. Recreating this position in CG20, R12 would also maintain the existing 2-range difference above Administrative Support Clerk 2 following movement of that classification from CG20, R09 to CG20, R10.

The necessary Resolution has been prepared to implement these recommendations.

Editor's Note: Effective Date: January 7, 2024

Compensation Group/Range	**2025 Annual Minimum (Step 1)**	**2025 Annual Maximum (Step 5)**	**2025 Annual Maximum +12% longevity**
18/19	$126,565.14	$151,801.00	$170,017.12
18/17	$115,238.24	$138,978.06	$155,655.50

18/16	$110,173.18	$132,770.30	$148,702.84
18/15	$105,118.52	$126,565.14	$141,753.04
18/14	$100,326.72	$120,778.84	$135,272.28
18/13	$95,794.66	$115,238.24	$129,066.86
18/12	$91,258.70	$110,173.18	$123,393.92
16/20	$80,800.72	$94,663.40	$106,023.06
16/19	$77,939.68	$90,935.26	$101,847.46
16/18	$75,396.36	$87,200.36	$97,664.32
16/17	$72,698.60	$83,887.18	$93,953.60
16/16	$70,447.78	$80,800.72	$90,496.90
16/15	$68,884.92	$77,939.68	$87,292.40
20/14	$63,512.80	$70,447.78	$78,901.42
20/13	$61,779.38	$68,884.92	$77,151.10
20/12	$59,727.72	$66,908.16	$75,017.80
20/11	$58,292.00	$65,248.30	$73,078.20
20/10	$56,381.26	$63,512.80	$71,134.44
20/08	$53,351.48	$59,727.72	$66,895.14
20/07	$52,238.68	$58,295.12	$65,290.42

Cc: Dave Schmiedicke – Finance Director
Erin Hillson – HR Director
Emaan Abdel-Halim – HR Services Manager
Kurt Rose – Employee and Labor Relations Manager
Dan Rolfs – MPSEA President
AFSCME Local 6000

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 90173

File ID:	90173	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Moorland Road Official Map Amendment			**Final Action:**	

Title: Amending the City of Madison Official Map to remove a mapped reservation for a future public street located in the West Half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East, in the City of Madison, on land addressed as 1201 Moorland Road (District 14).

Notes:

Sponsors:	Regina M. Vidaver	**Effective Date:**	
Attachments:	Exhibit A.pdf, Exhibit B.pdf, Link to CSM File ID 90019	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	lmcnabola@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Plan Commission (11/3/25), Transportation Commission (10/22/25), Board of Public Works (10/29/25), Common Council (11/25/25)

Text of Legislative File 90173

Fiscal Note
No City appropriation is required with the approval of this proposed amendment to the Official Map for the City of Madison.
Title
Amending the City of Madison Official Map to remove a mapped reservation for a future public street located in the West Half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East, in the City of Madison, on land addressed as 1201 Moorland Road (District 14).

Body
PREAMBLE

The City of Madison has used an Official Map since August 1966 to reserve areas for planned new streets, highways, parks, parkways, and greenways in the existing and future City, as enabled by Wis. Stats. ss. 62.23(6)(c) and Section 16.25(6) of Madison General Ordinances. Where the City has mapped a reservation, building permits may generally not be issued to construct new buildings within the reserved area, and if land with a mapped reservation is divided by plat or Certified Survey Map, the subdivider is required to dedicate the reservations to the public.

Since 1966, the Official Map has included a mapped reservation in the West half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East for future public streets and parkways. In 1972, Certified Survey Map 668 created two lots and dedicated a portion of the mapped reservation, on land now addressed as 1501 Moorland Road, 10 Manor Drive and 1 Sierra Court for what became the Highland Manor mobile home community. In 1975, Certified Survey Map 1635 created two lots and dedicated a portion of the mapped reservation, on land now addressed as 1701 Moorland Road. In 1975 Certified Survey Map 1698 created four lots and dedicated a portion of the mapped reservation on land that is now addressed as 1201 Moorland Road. The dedicated street, South Side Way (formerly Raywood Road), was not constructed.

In April 2013 the Common Council approved Resolution 13-00309 (ID 29482) to vacate South Side Way. The vacation was related to the conversion of the South Side Way public right-of-way into public parkland (Highland Manor Park) and the construction of a shared severe weather shelter and parks and recreation facility in the parkland as authorized by Resolution 13-00127 (ID 28921). The severe weather shelter facility serves the residents of the Highland Manor mobile home park.

The map sheet for this area still shows a 120-foot wide reservation for future street purposes on land addressed as 1201 Moorland Road, see Parcel B in Exhibit A. The 120-foot wide reservation continues southwest on a separate Official Map sheet. The future street was intended to connect Moorland Road to East Clayton Road and Oregon Road (City of Fitchburg). Due to the vacation approved in April 2013, the future street will not connect to Moorland Road.

The Madison Metropolitan Sewerage District (MMSD) owns three parcels addressed as 1201, 1233, and 1241 Moorland Road. MMSD has made an application with the Department of Planning and Community and Economic Development to subdivide their three parcels into one lot and one outlot by Certified Survey Map. MMSD has requested that the Official Map be amended to remove the mapped reservation so that the portion of planned South Side Way across the 1201 Moorland Road parcel does not need to be dedicated with their proposed CSM. The land shown on the Official Map for proposed parkway will be dedicated to the City as open space with the CSM.

In reviewing the Official Map City staff determined a portion of the mapped reservation was not dedicated with CSM 668 or CSM 1698 due to a surveying error. Therefore this

portion of the mapped reservation is still on the Official Map, see Parcel A in Exhibit A. The owner has requested that the Official Map be amended to remove the mapped reservation.

WHEREAS the Common Council adopted Ordinance 2091 on August 11, 1966, to establish the Official Map for the City of Madison for a part of the City of Madison located in the West Half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East to map various future streets/ highways, parkways, and greenways; and

WHEREAS said Official Map sheet shows a 120-foot wide reservation for future street purposes between the west boundary of CSM 13513 and the east boundary of CSM 1698 for a distance of approximately 88.5 feet; and

WHEREAS said Official Map sheet shows a 120-foot wide reservation for future street purposes beginning at the southwesterly end of vacated South Side Way (formerly Raywood Road) extending southwest across 1201 Moorland Road for a distance of approximately 1,443 feet; and

WHEREAS, the owner of 1201, 1231, and 1241 Moorland Road has made an application with the Department of Planning and Community and Economic Development to subdivide the land addressed as 1201, 1231, and 1241 Moorland Road into one lot and one outlot; and

WHEREAS, the owner of 1201 Moorland Road has requested that the Official Map be amended to remove the mapped 120-foot wide reservation for future street purposes from that parcel; and

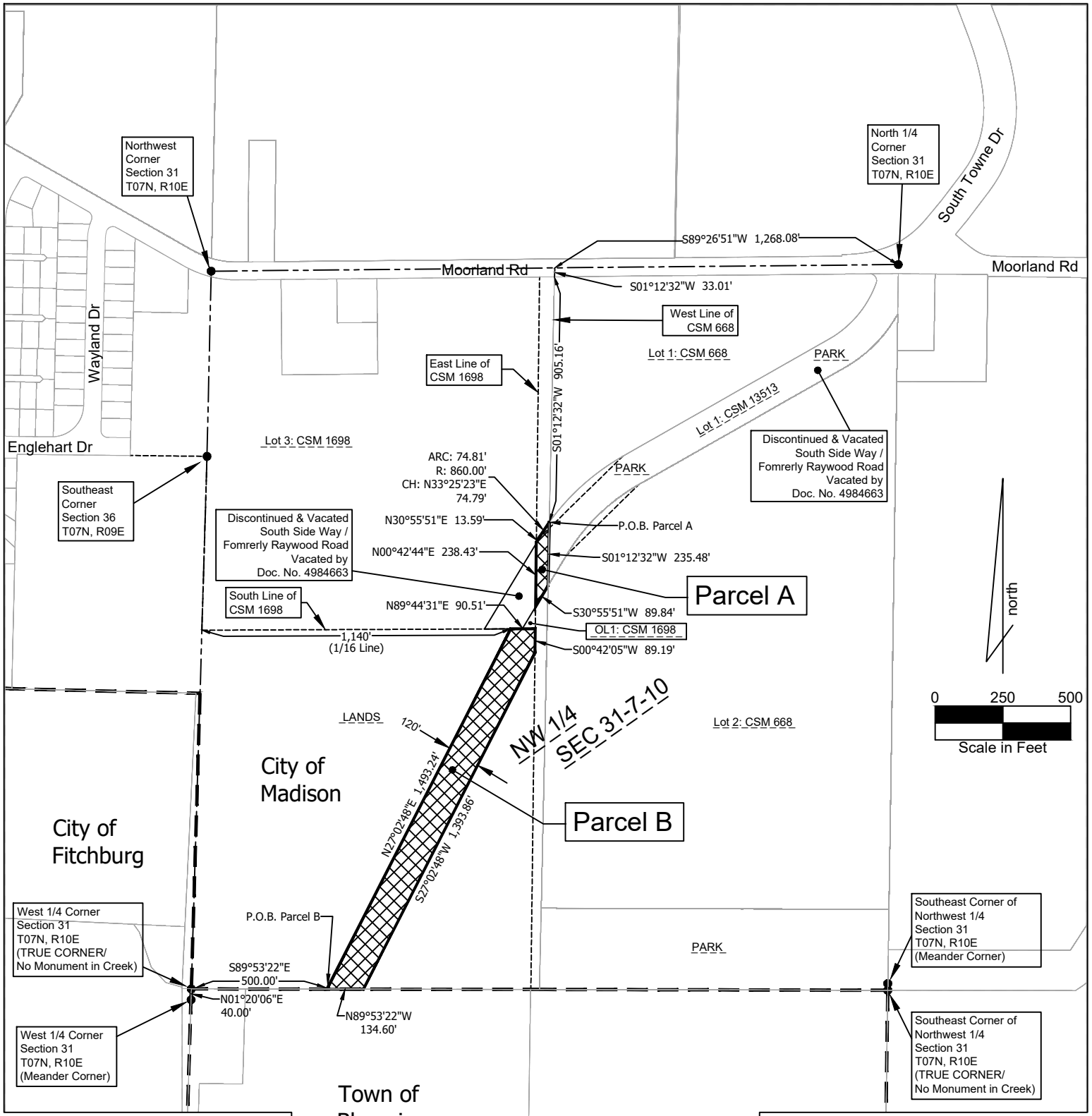
WHEREAS, the City of Madison Engineer and City of Madison Traffic Engineer, in coordination with other City of Madison Agencies and Staff, have reviewed the request, and after consideration of the City's needs for Streets, Highways and Parkways within this area of the City, recommend removal of the Reservation Area from the City of Madison Official Map for Proposed Streets, Highways, and Parkways.

NOW THEREFORE BE IT RESOLVED, the City of Madison hereby amends the City of Madison Official Map to remove those lands reserved for Proposed Streets located in the West Half of the Northwest Quarter of Section 31, Township 7 North, Range 10 East as described in the attached legal description in Exhibit B, pursuant to Section 16.25(6) of Madison General Ordinances and Wis. Stats. ss. 62.23(6)(c).

BE IT RESOLVED that notice of this amendment has been provided pursuant to the requirements under Wisconsin Statutes Sec. 62.23(6) and Section 16.25(6) of Madison General Ordinances.

Exhibit

Parcels identified as "Proposed Street" and to be removed from the City of Madison's Official Map



Madison Metropolitan Sewerage District

Prepared by: Curtis Sauser, PLS
Date: September 29, 2025

1401

Legal Descriptions

Parcels identified as "Proposed Street" and to be removed from the City of Madison's Official Map

Parcel A:

Lands within the west half of the northwest quarter of Section 31, T07N, R10E, City of Madison, Dane County Wisconsin, more particularly described as follows:

Commencing at the north quarter-corner of said Section 31;

thence South 89°26'51" West along the north line of the northwest quarter of said Section 31, 1,268.08 feet to the northerly extension of the west line of Lot 1, Certified Survey Map No. 668;

thence South 01°12'32" West, 33.01 feet to the northwest comer of Lot 1, Certified Survey Map No. 668;

thence continuing South 01°12'32" West along the west line of said Lot 1, 905.16 feet to the southwest corner of said Lot 1 of Certified Survey Map No. 668 and the **point of beginning** of lands herein described;

thence continuing South 01°12'32" West along said west line of Certified Survey Map No. 668, 235.48 feet to a northwesterly corner of Lot 2, Certified Survey Map No. 668;

thence South 30°55'51" West, 89.84 feet to the northerly corner of OL 1, Certified Survey Map No. 1698;

thence North 00°42'44" East along the west line of Certified Survey Map No. 1698 and an easterly boundary of vacated South Side Way, which was vacated by Document No. 4984663, a distance of 238.43 feet to a southeasterly corner of Lot 3 of Certified Survey Map No. 1698;

thence North 30°55'51" East, 13.59 feet to a point of curvature;

thence continuing northeasterly 74.81 feet along the arc of a curve to the right, having a radius of 860.00 feet and a chord which bears North 33°25'23" East,74.79 feet, to the **point of beginning**.

Said parcel contains 10,941 square feet, more or less.

Parcel B:

Lands within the west half of the northwest quarter of Section 31, T07N, R10E, City of Madison, Dane County Wisconsin, more particularly described as follows:

Commencing at the true west quarter-corner of said Section 31, which lies North 01°20’06” East, 40.00 feet from a City of Madison brass cap which monuments the meander corner of this position;

thence South 89°53'22" East, along the south line of the northwest quarter of said Section 31, 500.00 feet to the **point of beginning** of lands herein described;

thence North 27°02’48” East, 1,493.24 feet to the south line of Certified Survey Map No. 1698;

thence North 89°44’31” East along said south line of Certified Survey Map No. 1698, 90.51 feet to the southeast corner of OL 1, Certified Survey Map No. 1698;

thence South 00°42’05” West along the southerly extension of the east line of Certified Survey Map No. 1698, 89.19 feet;

thence South 27°02’48” West, 1,393.86 feet to said south line of the northwest quarter of section 31;

thence North 89°53’22” West along said south line of the northwest quarter of section 31, 134.60 feet to the **point of beginning**.

Said parcel contains 177,270 square feet, more or less.

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 90176

File ID:	90176	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Authorizing the Mayor and the City Clerk to enter into an agreement The Goodyear Tire & Rubber Company for provision of leasing tires to Metro Transit			**Final Action:**	

Title: Authorizing the Mayor and the City Clerk to enter into an agreement with The Goodyear Tire & Rubber Company for provision of leasing tires to Metro Transit for a fixed-rate contract for a three (3) year period beginning on December 1, 2025, with two (2) optional extension periods of one (1) year each. If both extensions go into effect, the full duration of this contract will be five (5) years.

Notes:

Sponsors:	Dina Nina Martinez-Rutherford, Barbara Harrington-McKinney And Will Ochowicz	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	sharnish@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Metro Transit	09/30/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (10/13/25), Common Council (10/28/25)					

Text of Legislative File 90176

Fiscal Note

Fiscal note pending

Title

Authorizing the Mayor and the City Clerk to enter into an agreement with The Goodyear Tire & Rubber Company for provision of leasing tires to Metro Transit for a fixed-rate contract for a three (3) year period beginning on December 1, 2025, with two (2) optional extension periods of one (1) year each. If both extensions go into effect, the full duration of this contract will be five (5) years.

Body

WHEREAS Metro Transit, a division of the City of Madison, leases tires for its entire fleet of buses;

WHEREAS Metro Transit's current tire lease extension ends 11/30/2025;

WHEREAS Metro Transit developed a Request for Bids (RFB), which was advertised, and three bids were received; and

WHEREAS based on the review of the bids received, The Goodyear Tire & Rubber Company was selected as the most responsive and responsible bidder, and a contract was prepared;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to enter into a five-year total lease agreement with The Goodyear Tire & Rubber Company for least of tires at no more than $0.008440 per mile for the full duration of this contract, in a form approved by the City Attorney.

City of Madison

City of Madison
Madison, WI 53703
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Master

File Number: 90193

File ID:	90193	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Supporting and approving the City of Madison applications to WisDOT for Federal funding under the 2026-2030 Transportation Alternatives Program (TAP), the acceptance of the grant if awarded, and authorizes the Mayor and City Clerk to enter into a grant ag			**Final Action:**	

Title: Supporting and approving the City of Madison applications to WisDOT for Federal funding under the 2026-2030 Transportation Alternatives Program (TAP), the acceptance of the grant if awarded, and authorizes the Mayor and City Clerk to enter into a grant agreement with WisDOT if awarded the grant (District 3, District 10, District 11, District 15).

Notes:

Sponsors:	Satya V. Rhodes-Conway, Derek Field, Barbara Harrington-McKinney, Yannette Figueroa Cole, Sean O'Brien And Bill Tishler	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	Yang Tao, Director of Traffic Engineering	**Hearing Date:**	
Entered by:	ALarson2@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Traffic Engineering Division	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Transportation Commission (10/22/25), Finance Committee (10/13/25), Common Council (10/28/25)

Text of Legislative File 90193

Fiscal Note

Fiscal note pending

Title

Supporting and approving the City of Madison applications to WisDOT for Federal funding under the 2026-2030 Transportation Alternatives Program (TAP), the acceptance of the grant if awarded, and authorizes the Mayor and City Clerk to enter into a grant agreement with

WisDOT if awarded the grant (District 3, District 10, District 11, District 15).

Body

This resolution provides the required support of the grant application under the WisDOT Transportation Alternatives Program (TAP) and approves the acceptance of the grant and the City's entering of a grant agreement with WisDOT if awarded the grant.

The City of Madison endeavors to provide its citizens with a robust, sustainable, multi-modal transportation system, including a major emphasis on bicycling and walking as viable and desirable modes of travel. The City has made major investments in bicycling and walking infrastructure and this priority is reflected in current budgets. Many of the City's important existing bike-related infrastructure projects were successfully completed with Federal transportation funding in partnership with WisDOT, and the City continues to seek Federal funding for planned major bicycle or pedestrian infrastructure projects.

This application includes the following proposed bicycle and pedestrian improvement projects:

1. W Beltline Frontage Rd Shared Use Path - East of Seminole Hwy to Landmark Pl: Improvements include continuation of shared-use path to fill gap in pedestrian network and continue all ages and ability bike connection to neighborhood. Improved safety and accessibility of bus stops.
2. Garver Path Extension - North of Milwaukee Street to Marsh View Path: Improvements include an extension of the Garver Path to connect OB Sherry Park and the existing Marsh View Path that passes under WIS 30, providing improved multimodal connectivity in the area.
3. Odana Road Sidepath - Wedgewood Way to Southwest Path Connector in Odana Hills Park: Improvements include a shared use path along the Odana Hills Golf Course, providing an All Ages and Abilities bicycle and pedestrian connection where one does not currently exist.
4. Autumn Ridge Path Extension - US 51 / WIS 30 Interchange to Autumn Ridge Path overpass of WIS 30: Improvements include a shared use path extending the recently constructed Autumn Ridge Path and Bridge west to connect to a path along US 51 (Stoughton Road) and bridge over US 51.

NOW, THEREFORE BE IT HEREBY RESOLVED:

1. That the Mayor and Common Council supports the grant applications by the Traffic Engineering Division and Engineering Division to WisDOT for the Transportation Alternatives Program;
2. That the Mayor and City Clerk are authorized to sign Project agreements contracts and State/Municipal Agreements, and;
3. That the Mayor and Common Council fully support the projects included in the TAP application.

City of Madison

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Madison, WI 53703
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Master

File Number: 90197

File ID:	90197	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Authorizing the Parks Division to submit, and if awarded, accept a grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisco			**Final Action:**	

Title: Authorizing the Parks Division to submit, and if awarded, accept a grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept the grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District 12)

Notes:

Sponsors:	Carmella Glenn	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	CJ Ryan	**Hearing Date:**	
Entered by:	nmiller@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	09/30/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (10/13/25), Board of Park Commissioners (10/8/25), Common Council (10/28/25)					

Text of Legislative File 90197

Fiscal Note

The proposed resolution authorizes the Parks Division to apply for and to accept if awarded, grant funding of up to $450,000 from the State of Wisconsin Department of Administration. The grant will fund a portion of the costs of improvements for the Warner Park Pickleball Complex project. Matching funding is available within the Park Division's 2024 Adopted Capital Budget within the Park Land Improvements program (MUNIS 17421). If the grant is awarded, the Parks Division's 2025 Adopted Capital Budget will be amended to appropriate the grant funding.

Title

Authorizing the Parks Division to submit, and if awarded, accept a grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept the grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District 12)

Body

WHEREAS, the State of Wisconsin Department of Administration has established the Grants for Local Projects program, an initiative dedicated to supporting non-state organizations in their pursuit of construction projects with a statewide public purpose; and,

WHEREAS, the Warner Park Southeast Recreation Area Development Plan was adopted by the Board of Park Commissioners on July 10, 2024; and,

WHEREAS, the Warner Park Southeast Recreation Area Development Plan includes the construction of an eight court pickleball complex; and,

WHEREAS, the sport of pickleball has been the fastest growing sport in the United States, with nearly 20 million players as of 2024; and,

WHEREAS, the City of Madison park system includes only six existing dedicated pickleball courts; and,

WHEREAS, improvements at Warner Park include eight pickleball courts, seating, and accessible path connections; and,

WHEREAS, the City's request of $450,000 in Grants for Local Projects program funding requires a match of $450,000; and,

NOW, THEREFORE, BE IT RESOLVED that the Parks Division is authorized to apply for a Grants for Local Projects program grant to fund a portion of the costs of the Warner Park Pickleball Complex project and take the following actions related to the Grant:

BE IT FURTHER RESOLVED that, if awarded the grant, the Mayor and City Clerk are authorized to sign a grant agreement with the State of Wisconsin Department of Administration for the Grants for Local Projects grant, in a format approved by the City Attorney, and any other documents necessary to comply with the grant requirements and to secure the grant funding, including granting the State of Wisconsin a temporary ownership interest in the constructed space equal to the amount of the grant, as required by State statute, and in a format approved by the City Attorney; and,

BE IT FURTHER RESOLVED that, that if awarded the grant, the 2025 Adopted Capital Budget for the Parks Division will be amended to appropriate the grant revenue of up to $450,000 and expenditures in the amount of the grant funds awarded with total project budget amended to up to $900,000; and,

BE IT FINALLY RESOLVED that the Mayor and Clerk are hereby authorized to execute the above documents and any other documents related to this transaction in a form to be approved by the City Attorney.

City of Madison

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Madison, WI 53703
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Master

File Number: 90198

File ID:	90198	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Authorizing a noncompetitive purchase of goods from Jefferson Fire & Safety, Inc., as a sole source provider of 3M Scott fire and safety products serving Dane County, WI, for the replacement of all self-contained breathing apparatuses used by the Fire Dep			**Final Action:**	

Title: Authorizing a noncompetitive purchase of goods from Jefferson Fire & Safety, Inc., as a sole source provider of 3M Scott fire and safety products serving Dane County, WI, for the replacement of all self-contained breathing apparatuses used by the City of Madison Fire Department.

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	2025 3M Scott Sole Source Letter.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	afreedman@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Common Council (10/28/25)

Text of Legislative File 90198

Fiscal Note

The proposed resolution authorizes a noncompetitive, sole source purchase of 3M Scott cylinders, harnesses, and facepieces for self-contained breathing apparatuses (SCBA) used by the Madison Fire Department. The total purchase amount is approximately $1,040,820. Funding is available in the Fire Department's 2025 Adopted Capital Budget (Munis #17225). No additional city appropriation is required.

Title

Authorizing a noncompetitive purchase of goods from Jefferson Fire & Safety, Inc., as a sole source provider of 3M Scott fire and safety products serving Dane County, WI, for the replacement of all self-contained breathing apparatuses used by the City of Madison Fire Department.

Body

WHEREAS, the Madison Fire Department (MFD) currently uses 3M Scott cylinders, harnesses, and facepieces for self-contained breathing apparatuses (SCBA) and needs to replace the aging components;

WHEREAS, 93 cylinders were decommissioned in January 2025 due to failed inspection (15+ years old) and an additional 285 cylinders will be decommissioned over the next three years;

WHEREAS, an alternative cylinder would require the purchase of different SCBAs;

WHEREAS, the expenditure for the full replacement of all of MFD's SCBA units was authorized in the 2024 adopted capital budget;

WHEREAS, the estimated cost of the 3M Scott cylinders and SCBA components is $1,040,820.00;

WHEREAS, it is both economical and operationally seamless to continue to use 3M Scott cylinders;

WHEREAS, Jefferson Fire & Safety, Inc. is the only provider of 3M Scott products in Dane County, Wisconsin for public fire protection agencies;

WHEREAS, for the reasons stated above and in the attached noncompetitive selection request form, Jefferson Fire & Safety, Inc. is the only vendor that can provide for the specific needs of the Madison Fire Department;

WHEREAS, MGO 4.26(2) requires goods to be purchased using a competitive process approved by the Finance Director, and under the Finance Director's Purchasing Guidelines, Common Council approval is required to purchase goods of $75,000 or more without a competitive process;

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the purchase of goods described above from Jefferson Fire & Safety, Inc.

1/21/2025

Madison Fire Department

To whom it may concern:

Re: 3M Scott Distributor for Municipal Fire Service – Dane County, WI

As of the date of this letter, Jefferson Fire & Safety is the only distributor of 3M Scott Fire and Safety products serving Dane County, Wisconsin that is trained and authorized to provide products and services to municipal fire service customers. If there are any questions about 3M Scott's products are distribution structure, please feel free to contact me. Thank you for your business.

Regards,

Ray Redell
Fire & SCBA Specialist
3M Scott Fire & Safety

City of Madison

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

Master

File Number: 90199

File ID:	90199	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:				**Final Action:**	

Title: Authorizing Madison Public Library to submit, and if awarded, accept grant of up to $2,000,000 from the State of Wisconsin Department of Administration for Imagination Center at Reindahl Park construction and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award. (District 12)

Notes:

Sponsors:	Sabrina V. Madison	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	inewman@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Library	09/30/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Madison Public Library Board (10/9/25), Common Council (10/28/25)

Text of Legislative File 90199

Fiscal Note
The proposed resolution authorizes Madison Public Library to apply for and accept if awarded, grant funding of up to $2,000,000 from the State of Wisconsin Department of Administration. The grant will fund a portion of the costs of construction for the Imagination Center at Reindahl Park project. Matching funding is available within the Madison Public Library's 2023 Adopted Capital Budget within the Reindahl Imagination Center / Library Project (MUNIS 17085). If the grant is awarded, the Madison Public Library's 2025 Adopted Capital Budget will be amended to appropriate the grant funding.

Title
Authorizing Madison Public Library to submit, and if awarded, accept grant of up to $2,000,000 from the State of Wisconsin Department of Administration for Imagination Center at Reindahl

Park construction and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award. (District 12)

Body

WHEREAS, the State of Wisconsin Department of Administration has established the Grants for Local Projects program, an initiative dedicated to supporting non-state organizations in their pursuit of construction projects with a statewide public purpose; and,

WHEREAS, the Imagination Center concept was derived from a two year long planning process conducted by Madison Public Library that resulted in *Communities Inspiring Libraries: A Strategic Plan for Eastside Growth*; and,

WHEREAS, the Madison Public Library identified northeast Madison as an area in need of a library and expanded library service, but learned that other civic and social services are needed as well; and,

WHEREAS, the existing public shelter and restrooms at Reindahl Park were in need of replacement and a new vision; and,

WHEREAS, the Reindahl Park Master Plan includes the Imagination Center at Reindahl Park and was approved by the Board of Park Commissioners on January 11, 2023; and,

WHEREAS, the City of Madison entered into a Public Works Contract for the construction of the Imagination Center at Reindahl Park with Corporate Contractors Inc., in May of 2025 in the amount of $12,259,000; and,

WHEREAS, the Imagination Center at Reindahl Park is a 17,000 square foot building including library space with small meeting rooms, stacks, a tech hub, community room, classroom, and outdoor patio space; and,

WHEREAS, the Imagination Center at Reindahl Park also includes reservable park pavilion and publicly available restrooms; and,

WHEREAS, the City's request of $2,000,000 in Grants for Local Projects program funding requires a match of $2,000,000; and,

WHEREAS, the Library capital budget includes $13.6 million in general obligation borrowing for the Imagination Center at Reindahl Park project that has been approved in prior years for the project, which can be used as a local match without an additional appropriation.

NOW, THEREFORE, BE IT RESOLVED that the Library is authorized to apply for a Grants for Local Projects program grant to fund a portion of the costs of the Imagination Center at Reindahl Park and take the following actions related to the Grant:

BE IT FURTHER RESOLVED that, if awarded the grant, the Mayor and City Clerk are authorized to sign a grant agreement with the State of Wisconsin Department of Administration for the Grants for Local Projects grant, in a format approved by the City Attorney, and any other documents necessary to comply with the grant requirements and to secure the grant funding, including granting the State of Wisconsin a temporary ownership interest in the constructed space equal to the amount of the grant, as required by State statute, and in a format approved

by the City Attorney; and

BE IT FURTHER RESOLVED that, that if awarded the grant, the 2025 Adopted Capital Budget for the Madison Public Library will be amended to appropriate the grant revenue of up to $2,000,000 and expenditures in the amount of the grant funds awarded; and,

BE IT FINALLY RESOLVED that the Mayor and Clerk are hereby authorized to execute the above documents and any other documents related to this transaction in a form to be approved by the City Attorney.

City of Madison

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Master

File Number: 90204

File ID:	90204	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/30/2025
File Name:	Authorizing the Parks Division to submit, and if awarded, accept grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wiscons			**Final Action:**	

Title: Authorizing the Parks Division to submit, and if awarded, accept grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District 15)

Notes:

Sponsors:	Dina Nina Martinez-Rutherford	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:	CJ Ryan	**Hearing Date:**	
Entered by:	nmiller@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	09/30/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (10/13/25), Board of Park Commissioners (10/8/25), Common Council (10/28/25)					

Text of Legislative File 90204

Fiscal Note

The proposed resolution authorizes the Parks Division to apply for and to accept if awarded, grant funding of up to $450,000 from the State of Wisconsin Department of Administration. The grant will fund a portion of the costs of improvements for the Worthington Park Futsal project. Matching funding is available within the Park Division's 2024 Adopted Capital Budget within the Park Land Improvements program (MUNIS 17421). If the grant is awarded, the Parks Division's 2025 Adopted Capital Budget will be amended to appropriate the grant funding.

Title

Authorizing the Parks Division to submit, and if awarded, accept grant of up to $450,000 from the State of Wisconsin Department of Administration for park improvements and authorizing the Mayor and City Clerk to enter into a contract with State of Wisconsin Department of Administration to accept grant award; and amending the Parks Division 2025 Adopted Capital Budget. (District 15)

Body

WHEREAS, the State of Wisconsin Department of Administration has established the Grants for Local Projects program, an initiative dedicated to supporting non-state organizations in their pursuit of construction projects with a statewide public purpose; and,

WHEREAS, a Memorandum of Understanding (MOU) between the City of Madison Parks Division and the Madison Parks Foundation for Futsal Pitches Project was entered into on April 24, 2024; and,

WHEREAS, the MOU indicates the Parks Division intends to install four futsal pitches by 2029; and,

WHEREAS, Worthington Park is located adjacent to the Darbo-Worthington Neighborhood Resource Team Focus Area; and,

WHEREAS, the Parks Division intends to construct a futsal pitch at Worthington Park; and,

WHEREAS, improvements at Worthington Park include one futsal pitch with lighting and resurfacing of the existing park path to provide accessible access; and,

WHEREAS, the City's request of $450,000 in Grants for Local Projects program funding requires a match of $450,000; and,

NOW, THEREFORE, BE IT RESOLVED that the Parks Division is authorized to apply for a Grants for Local Projects program grant to fund a portion of the costs of the Worthington Park Futsal project and take the following actions related to the Grant:

BE IT FURTHER RESOLVED that, if awarded the grant, the Mayor and City Clerk are authorized to sign a grant agreement with the State of Wisconsin Department of Administration for the Grants for Local Projects grant, in a format approved by the City Attorney, and any other documents necessary to comply with the grant requirements and to secure the grant funding, including granting the State of Wisconsin a temporary ownership interest in the constructed space equal to the amount of the grant, as required by State statute, and in a format approved by the City Attorney; and,

BE IT FURTHER RESOLVED that, if awarded the grant, the 2025 Adopted Capital Budget for the Parks Division will be amended to appropriate the grant revenue of up to $450,000 and expenditures in the amount of the grant funds awarded with total project budget amended to up to $900,000; and,

BE IT FINALLY RESOLVED that the Mayor and Clerk are hereby authorized to execute the above documents and any other documents related to this transaction in a form to be approved by the City Attorney.

City of Madison

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

Master

File Number: 90216

File ID:	90216	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	10/01/2025
File Name:	Maintenance Agmt - 232 N Park St			**Final Action:**	

Title: Approving a maintenance agreement for privately maintained improvements within the public right of way adjacent to Lot 1, CSM 16580. (District 8)

Notes: Kate Kane

Sponsors:	John P. Guequierre, Badri Lankella And Regina M. Vidaver	**Effective Date:**	
Attachments:	9528 Exhibit.pdf, Park_St_232-MaintenanceAgreement-UWsigned.pdf	**Enactment Number:**	
Author:	Jim Wolfe, City Engineer	**Hearing Date:**	
Entered by:	hfleegel@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Engineering Division	10/01/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Board of Public Works (10/8/25), Common Council (10/28/25)

Text of Legislative File 90216

Fiscal Note

No City Funds required. Private Contract.

Title

Approving a maintenance agreement for privately maintained improvements within the public right of way adjacent to Lot 1, CSM 16580. (District 8)

Body

WHEREAS, the developer, Board of Regents of the University of Wisconsin System (the “University”), has received the City of Madison's approval to amend Section 28.022-00289 of the Madison General Ordinances to amend the Campus-Institutional (CI) District Master Plan for the University of Wisconsin-Madison Campus for the portion of the campus generally addressed as 232 N Park Street and 915-935 W Johnson Street, to include specific plans for the proposed Levy Hall Academic Building; and to rezone 923 Clymer Place and 207 N Brooks Street from TR-U2 (Traditional Residential-Urban 2 District) to CI (Campus-Institutional District); and rezone 209 Bernard Court, 911 Clymer Place, and 908 W Dayton Street from

TR-U2 to CI.. (LNDUSE-2023-00039; ID 78199, 79460, 78874, 78912, and 78913); and,

WHEREAS, as part of the development, the University has constructed certain public improvements in the public right-of-way, which improvements were approved by the City Engineer per permit ENGROW-2024-00301; and,

WHEREAS, a portion of said improvements in the public right-of-way are to be maintained by the Board of Regents of the University of Wisconsin System.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized and directed to execute a Maintenance Agreement to maintain certain public improvements in the public right-of-way adjacent to UW Levy Hall (911 Clymer Place), with Board of Regents of the University of Wisconsin System, on terms approved by the City Engineer and in a format approved by the City Attorney.

UW Levy Hall (ENGROW-2024-00301)
911 Clymer Place
Contract 9528
MUNIS 15227
Developer: Board of Regents of the University of Wisconsin System



Maintenance Agreement Items:

- Snow and ice removal;
- Cleaning of dirt and debris;
- Graffiti removal or the correction of other vandalism;
- Repair and maintenance of sidewalks and other pavements or paving materials;
- Repair and replacement of planting areas including concrete curbed planting beds;
- Trimming, pruning and seasonal maintenance of all plant material excluding street trees. Street tree trimming, pruning, and silva cell replacement shall be by the City of Madison;
- Repair and maintenance of drain tile.

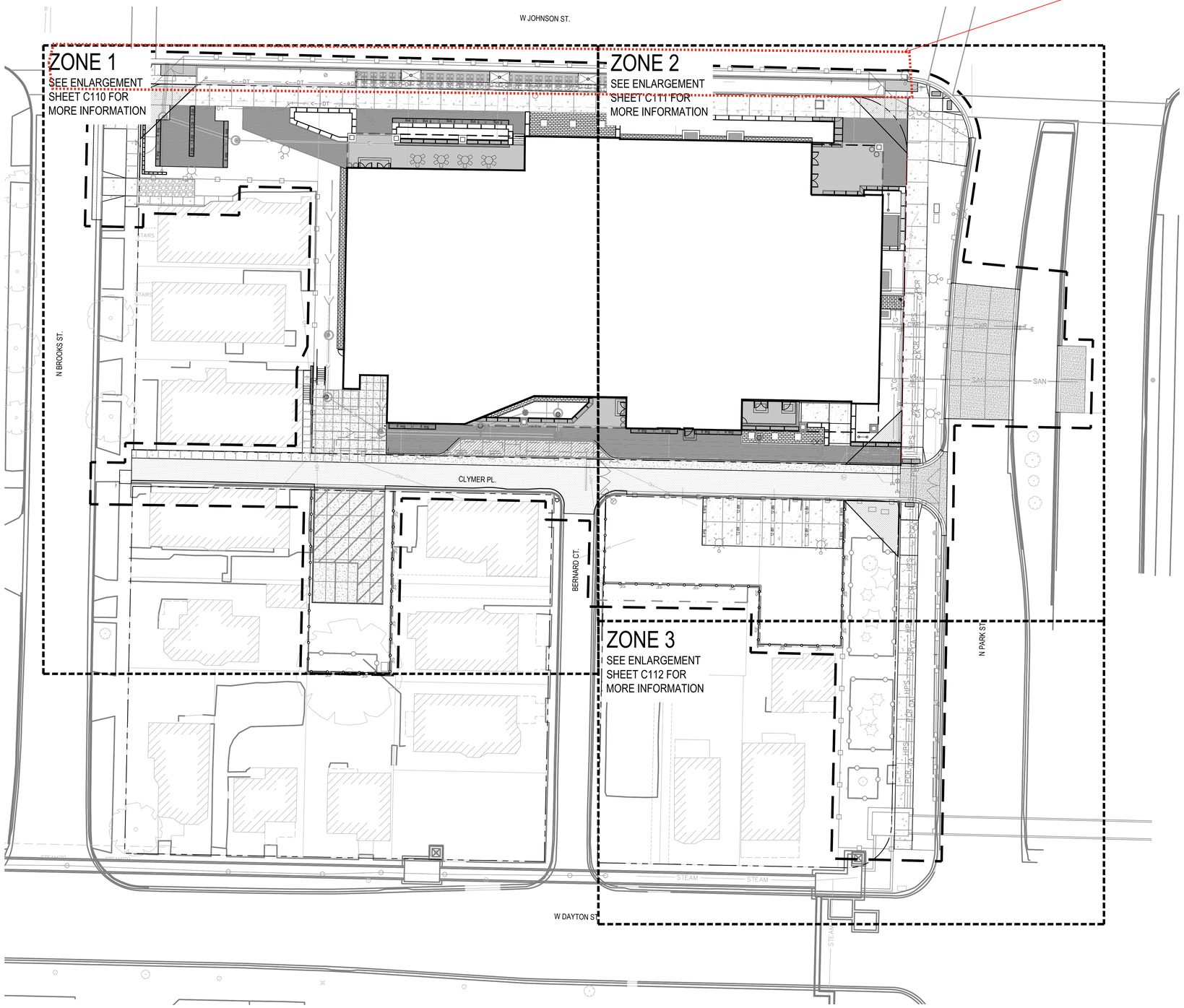
EXHIBIT B

NOTES

1. FIELD VERIFY SURVEY INFORMATION PRIOR TO START OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE DFD REPRESENTATIVE.
2. CONTACT DIGGER'S HOTLINE TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO STARTING WORK.
3. FIELD VERIFY ALL EXISTING SITE CONDITIONS AND UTILITIES PRIOR TO STARTING WORK. ANY DAMAGE CAUSED TO UTILITIES, EITHER SHOWN OR NOT, SHALL BE REPAIRED AND PAID FOR AT THE CONTRACTOR'S EXPENSE.
4. PROTECT OR RELOCATE ALL BENCHMARKS. RELOCATED BENCHMARKS TO BE INCLUDED WITH CONTRACT OR AS-BUILTS.
5. PROTECT ALL EXISTING PAVEMENTS, CURBS, UTILITIES, AND OTHER IMPROVEMENTS (TO REMAIN) FROM CONSTRUCTION ACTIVITIES. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO EXISTING CONDITIONS AT COMPLETION OF WORK UNLESS SHOWN OTHERWISE ON PLANS.
6. CONTRACTOR IS RESPONSIBLE FOR STAKING SITE FOR HORIZONTAL AND VERTICAL ALIGNMENT.
7. ANY DEVIATION FROM THE LAYOUT AND DIMENSION SHOWN ON THIS PLAN SHALL REQUIRE APPROVAL BY THE DFD REPRESENTATIVE PRIOR TO PROCEEDING WITH MODIFICATIONS.
8. SUBMIT CONCRETE CONSTRUCTION JOINT LAYOUT PLAN ACCORDANCE WITH SECTION 32 13 13 - CONCRETE PAVING.
9. ALL DISTURBED PAVEMENT AREAS SHALL BE RESTORED WITH RIGID PAVEMENT EITHER TEMPORARILY OR PER THE FINAL PAVEMENT CONDITION AS SHOWN ON THE DRAWINGS. GRAVEL, SOIL, OR OTHER BACKFILL MATERIALS ARE NOT ACCEPTABLE.
10. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE(S). CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREES. THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT (608) 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED.
11. AS DEFINED BY THE SECTION 107.13 OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION: NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF THE STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT MADISON CITY FORESTRY AT (608) 266-4816 PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM.
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13. NO LATER THAN FIVE BUSINESS DAYS PRIOR TO FORMING CONCRETE AND CONSTRUCTING TREE GRATE SITES, THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO IDENTIFY AND LOCATE UNDERGROUND CONFLICTS (UTILITIES, VAULTS, CONDUIT) OR OTHER UNDERGROUND OBSTRUCTIONS AND DETERMINE GRATE LOCATIONS. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN THE GRATE, MATCHING FRAME AND/OR TREE GUARD. TREE GRATE TYPE AND MATCHING FRAME: NEENAH 4X8 (R-8815-A). TREE GUARD NEENAH (R-8501-4818).

MAINTENANCE AGREEMENT AREA:
- CONCRETE CURBED PLANTING BEDS - DETAIL 12/804
- SILVA CELLS - DETAIL 1/C800
- UNIT PAVERS - TYPE 1 - DETAIL 2/C800
- UNDERSTORY VEGETATION - SHEETS LA110 & LA111

TREES PER CITY FORESTRY/MAINTAINED BY FORESTRY



LEGEND

- 8" DEPTH COMPACTED DENSE GRADED BASE
- UW ASPHALTIC CONCRETE PAVEMENT — 3/C804
- UW STANDARD DUTY CONCRETE PAVEMENT — 1/C804
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- CITY OF MADISON CONCRETE PAVEMENT — 4/C804
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- UNIT PAVERS, TYPE 2 NON-PERMEABLE — 4/C801
- UNIT PAVERS, TYPE 2 PERMEABLE — 3/C801
- SALVAGED LIMESTONE PAVERS — SEE SHEET LA100
- MODULAR SOIL VAULTS — 1/C800
- CONSTRUCTION LIMITS
- PROPERTY LINE/R.O.W.
- TREE PROTECTION FENCING
- CONSTRUCTION FENCING
- LIGHT POLES
- UTILITY INLETS & MANHOLES

BIKE PARKING SUMMARY

INTERIOR: 26 STALLS

EXTERIOR: 248 STALLS

TOTAL = 274 STALLS

VEHICLE PARKING SUMMARY

UW SERVICE VEHICLES:
2 STALLS

LAND USE SUMMARY

	Levy Hall		923 Clymer Pl.		209 Bernard Ct. & 911 Clymer Pl.		All Lots Total	
	SF	Acres	SF	Acres	SF	Acres	SF	Acres
Lot Size	47347	1.09	3149	0.07	5352	0.12	55848	1.28
Existing Site Impervious	21258	0.49	2320	0.05	3224	0.08	26802	0.62
Existing Building Coverage	7344	0.17	1360	0.03	2808	0.06	11512	0.26
Proposed Site Impervious	41729	0.96	1629	0.04	1366	0.03	44724	1.03
Proposed Building Coverage	31557	0.72	0	0.00	0	0.00	31557	0.72
Useable Open Space	5618	0.13	1520	0.03	3986	0.09	11124	0.26
Total Disturbed Area							89787	2.06

1 SITE LAYOUT PLAN - OVERALL
SCALE: 1"=20'-0"

R/S BORA

Consultant: saiki DESIGN

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

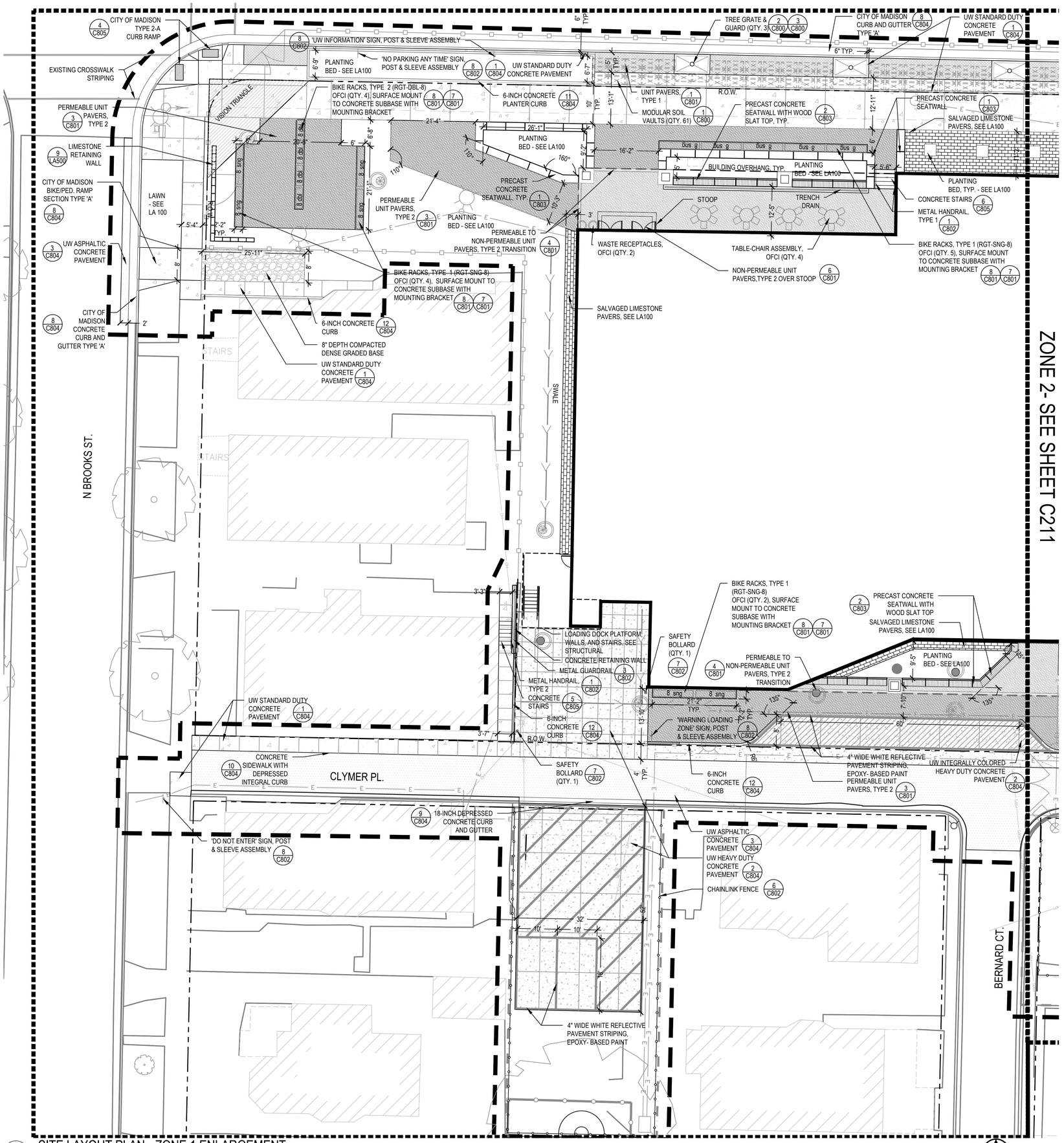
SITE LAYOUT PLAN – OVERALL

Revisions:

No.	Date:	Description:

Graphic Scale: 10' 20'
DFD Number: 20K1G-01
Set Type: LUA
Date Issued: 05/22/2023
Sheet Number: C200

1421



NOTES

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- UTILITY INLETS & MANHOLES

1 SITE LAYOUT PLAN - ZONE 1 ENLARGEMENT
SCALE: 1"=10'-0"

R/S BORA
Consultant:
saiki DESIGN

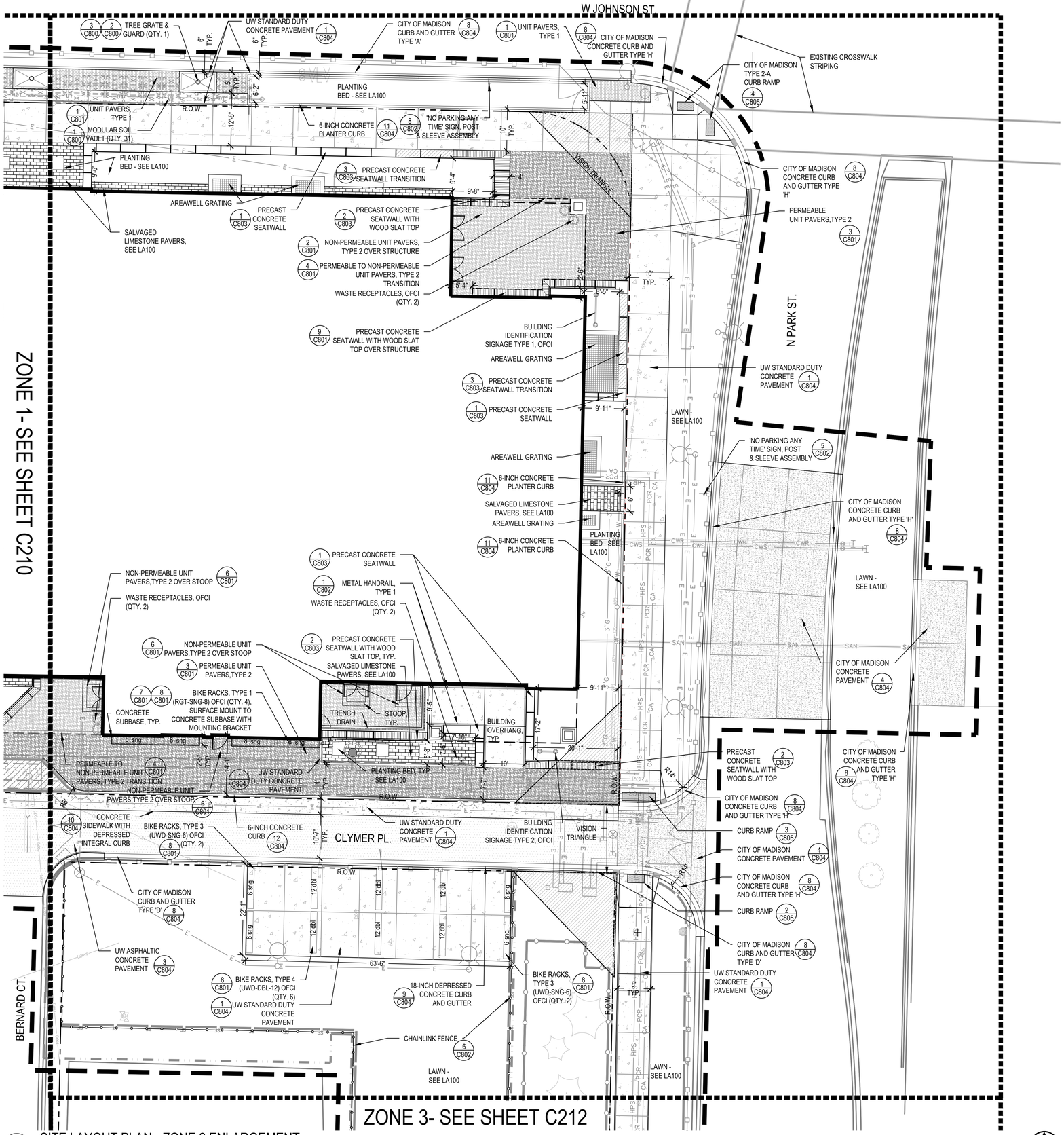
State of Wisconsin
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232 N. PARK ST.
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NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

SITE LAYOUT PLAN – ZONE 1 ENLARGEMENT

No.	Date:	Description:

Graphic Scale	5' 10'
DFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C210



1 SITE LAYOUT PLAN - ZONE 2 ENLARGEMENT

SCALE: 1"=10'-0"

NOTES

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R/S BORA
Consultant: saiki DESIGN

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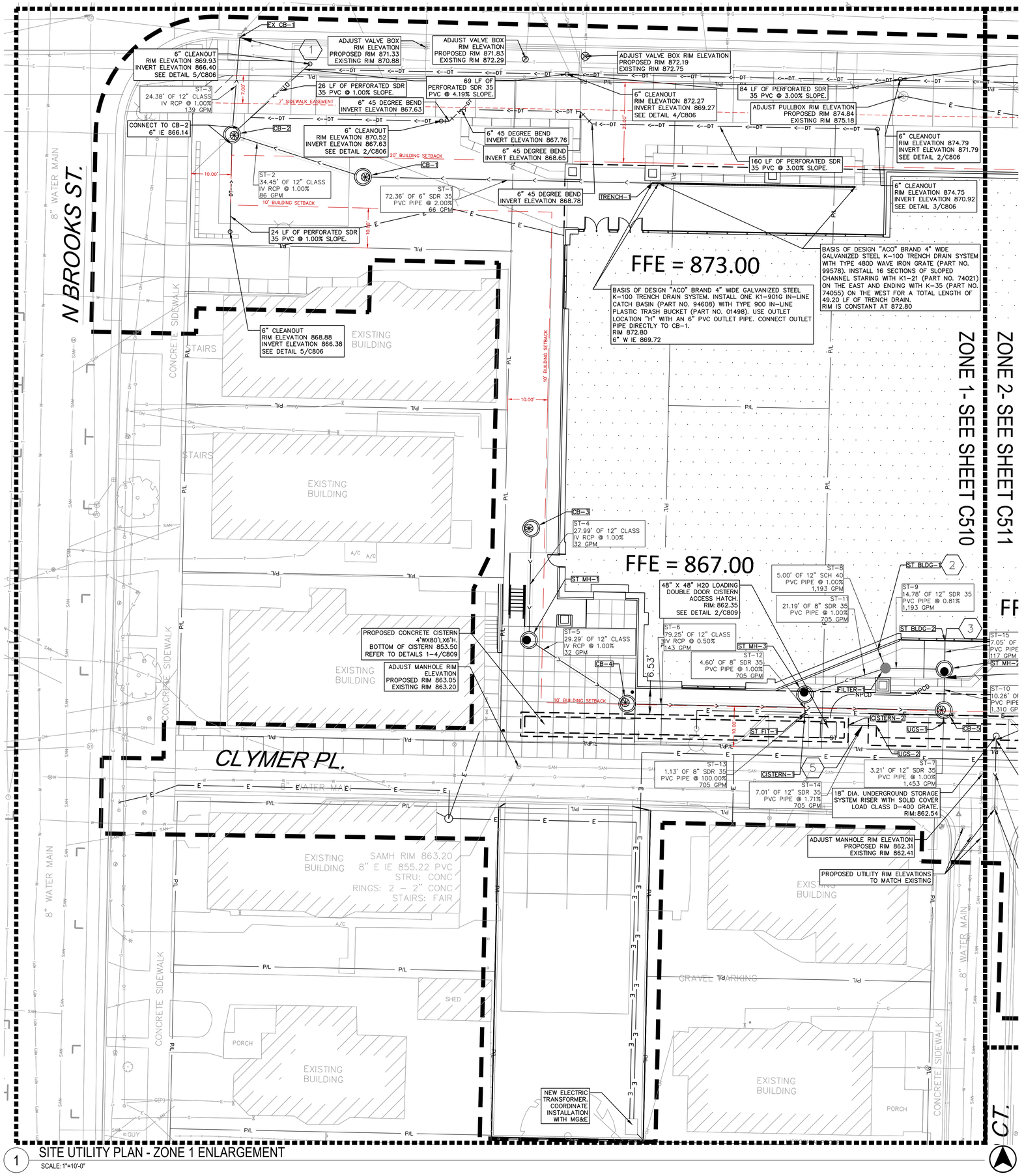
SITE LAYOUT PLAN – ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	5' 10'
RFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C211

1423



1 SITE UTILITY PLAN - ZONE 1 ENLARGEMENT

SCALE: 1"=10'-0"

SITE UTILITY PHASING + OUTAGE NOTES

1. ANY REQUIRED OUTAGES AND PLANNED NEW CONNECTIONS SHALL BE COORDINATED A MINIMUM OF 4 WEEKS IN ADVANCE WITH CITY OF MADISON AND UW MADISON UTILITIES.

Scale: 0 5 10 20

Scale: 1" = 10'

DIGGERS HOTLINE

Dial 811 or (800)242-8511

www.DiggersHotline.com

UTILITY NOTES

CAUTION

KNOWN UTILITY AND POTENTIAL CONFLICTS EXIST WITH EXISTING UNDERGROUND UTILITIES. PRIOR TO UTILITY INSTALLATION, CONTRACTOR TO EXCAVATE AND EXPOSE EXISTING UTILITIES, VERIFY LOCATIONS AND ELEVATIONS, AND CONTACT ENGINEER IF CONFLICTS EXIST WITH PROPOSED CONSTRUCTION AND EXISTING UNDERGROUND UTILITIES.

1. PER PROJECT SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, THE POINT OF COMMENCEMENT FOR THE LAYING OF SEWER PIPE SHALL BE AT THE LOWEST POINT IN THE PROPOSED SEWER LINE. THE PIPE SHALL BE LAID WITH THE BELL END OF THE BELL AND SPIGOT PIPE, OR WITH THE RECEIVING GROOVE END OF THE TONGUE AND GROOVE PIPE, POINTING UPGRADE. WHEN A NEW SEWER IS TO BE CONNECTED TO AN EXISTING SEWER NOT TERMINATING IN A MANHOLE, THE CONTRACTOR SHALL UNCOVER THE EXISTING SEWER TO ALLOW ANY ADJUSTMENTS IN LINE AND GRADE TO BE MADE BEFORE PIPE IS LAID.
2. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES, LOCAL MUNICIPALITY, PROPERTY OWNER, AND DIGGERS HOTLINE. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL APPLY FOR AND OBTAIN ALL THEIR REQUIRED PERMITS AND APPROVALS PRIOR TO THE START OF THEIR WORK. CONSULT WITH AND OBTAIN FROM ENGINEER COPIES OF ENGINEERING DESIGN APPROVAL PERMITS, INCLUDING BUT NOT LIMITED TO WDNR, STATE OR LOCAL PLUMBING, WDOT, COUNTY, AND STORM WATER MANAGEMENT.
4. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL CONTACT DIGGER'S HOTLINE TO ALLOW THEM SUFFICIENT TIME TO LOCATE EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.
5. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH ALL OTHER CONTRACTORS.
6. FOR ALL WORK, GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR REVIEWING BID DOCUMENTS, VERIFYING THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
7. GENERAL CONTRACTOR SHALL MAINTAIN ANY EXISTING DRAINAGE PATTERNS ONCE STRUCTURES ARE REMOVED UNTIL THE PROPOSED STRUCTURES ARE FULLY INSTALLED AND OPERATIONAL.
8. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DURING UTILITY INSTALLATIONS TO EXISTING CONDITIONS AT COMPLETION OF INSTALLATION UNLESS OTHERWISE SHOWN ON PLANS. RESTORATION SHALL BE OF AT LEAST EQUAL QUALITY AND/OR WORKMANSHIP TO THAT WHICH WAS DAMAGED UNLESS SPECIFICALLY REQUIRED OTHERWISE BY PLANS OR SPECIFICATIONS. THE COST FOR SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
9. CONTRACTOR SHALL SUBMIT FOR PERMITS TO PLUG EXISTING STORM AND SANITARY SEWER.

KEY INDEX

- PROJECT LIMITS
- STORM MANHOLE (7/C805)
- STORM CATCH BASIN WITH CURB BOX FRAME & GRATE (1/C806)
- TEE
- WATER MAIN VALVE
- 45 DEGREE BEND
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- CWS — COLD WATER SUPPLY
- CWR — COLD WATER RETURN
- NPCD — NON-POTABLE CISTERN PUMP DISCHARGE
- DT-- — 6" DRAINTILE
- HPS — HIGH PRESSURE STEAM
- PCR — PUMPED CONDENSATE RETURN
- CA — COMPRESSED AIR
- E — ELECTRIC LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND ELECTRIC CONDUITS AND LOCATIONS WITH THE ELECTRICAL CONTRACTOR. SEE SHEET E005.
- 3"G — 3" GAS LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND GAS LATERAL AND LOCATION WITH MG&E. SEE SHEET M005.

1. SITE UTILITY CONTRACTOR TO CONNECT PROPOSED STORM SEWER TO EXISTING STORM STRUCTURE. CONTRACTOR TO FIELD VERIFY EXACT SIZE, DEPTH, AND LOCATION OF EXISTING STORM STRUCTURE PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF CONFLICTS ARISE.
2. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 12" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
3. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 4" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
4. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-10 SOUTH OF ST MH-2.
5. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-14 EAST OF CISTERN-2.
6. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-19 SOUTH OF ST MH-2.
7. NEW ELECTRIC POLE WITH SALVAGED LIGHT FIXTURE. COORDINATE WITH ELECTRICAL CONTRACTOR. REFER TO E005 ELECTRICAL SITE PLAN FOR MORE INFORMATION.
8. RELOCATED TRAFFIC CONTROL BOX LOCATION.
9. TEMPORARY TRAFFIC CONTROL BOX AND TEMPORARY WOOD POLE WITH OVERHEAD WIRES LOCATION. TEMPORARY TRAFFIC CONTROL BOX TO REMAIN UNTIL TRAFFIC CONTROL BOX AT PROPOSED LOCATION IS INSTALLED AND OPERATIONAL. INSTALL TYPE 7 HAND HOLE OVER EXISTING TRAFFIC CONTROL BOX LOCATION. CONTRACTOR TO COORDINATE WITH MG&E.
10.

R/S BORA

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NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

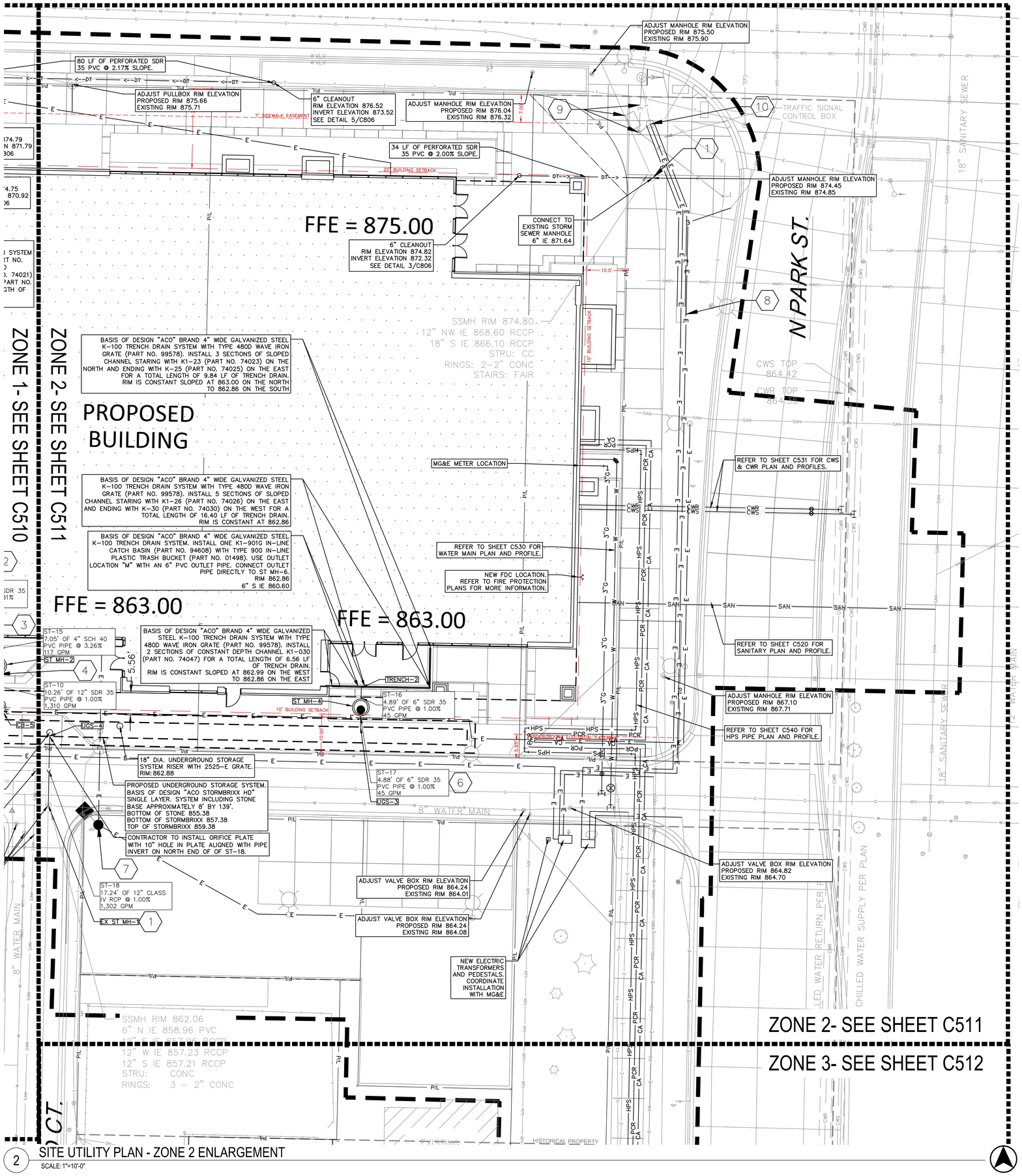
SITE UTILITY PLAN - ZONE 1 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	0' 2.5' 5' 10' 15'
DFD Number	20K1G-01
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Sheet Number	C510

1424



2 SITE UTILITY PLAN - ZONE 2 ENLARGEMENT

SCALE: 1"=10'-0"

SITE UTILITY PHASING + OUTAGE NOTES

1. ANY REQUIRED OUTAGES AND PLANNED NEW CONNECTIONS SHALL BE COORDINATED A MINIMUM OF 4 WEEKS IN ADVANCE WITH CITY OF MADISON AND UW MADISON UTILITIES.

Scale: 0 5 10 20

Scale: 1" = 10'

DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

UTILITY NOTES

CAUTION

KNOWN UTILITY AND POTENTIAL CONFLICTS EXIST WITH EXISTING UNDERGROUND UTILITIES. PRIOR TO UTILITY INSTALLATION, CONTRACTOR TO EXCAVATE AND EXPOSE EXISTING UTILITIES, VERIFY LOCATIONS AND ELEVATIONS, AND CONTACT ENGINEER IF CONFLICTS EXIST WITH PROPOSED CONSTRUCTION AND EXISTING UNDERGROUND UTILITIES.

1. PER PROJECT SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, THE POINT OF COMMENCEMENT FOR THE LAYING OF SEWER PIPE SHALL BE AT THE LOWEST POINT IN THE PROPOSED SEWER LINE. THE PIPE SHALL BE LAID WITH THE BELL END OF THE BELL AND SPIGOT PIPE, OR WITH THE RECEIVING GROOVE END OF THE TONGUE AND GROOVE PIPE, POINTING UPGRADE. WHEN A NEW SEWER IS TO BE CONNECTED TO AN EXISTING SEWER NOT TERMINATING IN A MANHOLE, THE CONTRACTOR SHALL UNCOVER THE EXISTING SEWER TO ALLOW ANY ADJUSTMENTS IN LINE AND GRADE TO BE MADE BEFORE PIPE IS LAID.
2. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES, LOCAL MUNICIPALITY, PROPERTY OWNER, AND DIGGERS HOTLINE. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL APPLY FOR AND OBTAIN ALL THEIR REQUIRED PERMITS AND APPROVALS PRIOR TO THE START OF THEIR WORK. CONSULT WITH AND OBTAIN FROM ENGINEER COPIES OF ENGINEERING DESIGN APPROVAL PERMITS, INCLUDING BUT NOT LIMITED TO WDNR, STATE OR LOCAL PLUMBING, WDOT, COUNTY, AND STORM WATER MANAGEMENT.
4. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL CONTACT DIGGER'S HOTLINE TO ALLOW THEM SUFFICIENT TIME TO LOCATE EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.
5. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH ALL OTHER CONTRACTORS.
6. FOR ALL WORK, GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR REVIEWING BID DOCUMENTS, VERIFYING THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
7. GENERAL CONTRACTOR SHALL MAINTAIN ANY EXISTING DRAINAGE PATTERNS ONCE STRUCTURES ARE REMOVED UNTIL THE PROPOSED STRUCTURES ARE FULLY INSTALLED AND OPERATIONAL.
8. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DURING UTILITY INSTALLATIONS TO EXISTING CONDITIONS AT COMPLETION OF INSTALLATION UNLESS OTHERWISE SHOWN ON PLANS. RESTORATION SHALL BE OF AT LEAST EQUAL QUALITY AND/OR WORKMANSHIP TO THAT WHICH WAS DAMAGED UNLESS SPECIFICALLY REQUIRED OTHERWISE BY PLANS OR SPECIFICATIONS. THE COST FOR SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
9. CONTRACTOR SHALL SUBMIT FOR PERMITS TO PLUG EXISTING STORM AND SANITARY SEWER.

KEY INDEX

- PROJECT LIMITS
- STORM MANHOLE (7 / C805)
- STORM CATCH BASIN WITH CURB BOX FRAME & GRATE (1 / C806)
- TEE
- WATER MAIN VALVE
- 45 DEGREE BEND
- STORM SEWER
- SAN — SANITARY SEWER
- W — WATER MAIN
- CWS — COLD WATER SUPPLY
- CWR — COLD WATER RETURN
- NPCD — NON-POTABLE CISTERN PUMP DISCHARGE
- DT--> — 6" DRAINTILE
- HPS — HIGH PRESSURE STEAM
- PCR — PUMPED CONDENSATE RETURN
- CA — COMPRESSED AIR
- E — ELECTRIC LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND ELECTRIC CONDUITS AND LOCATIONS WITH THE ELECTRICAL CONTRACTOR. SEE SHEET E005.
- 3"G — 3" GAS LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND GAS LATERAL AND LOCATION WITH MG&E. SEE SHEET M005.

1. SITE UTILITY CONTRACTOR TO CONNECT PROPOSED STORM SEWER TO EXISTING STORM STRUCTURE. CONTRACTOR TO FIELD VERIFY EXACT SIZE, DEPTH, AND LOCATION OF EXISTING STORM STRUCTURE PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF CONFLICTS ARISE.
2. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 12" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
3. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 4" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
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10. TEMPORARY TRAFFIC CONTROL BOX LOCATION.

R/S BORA

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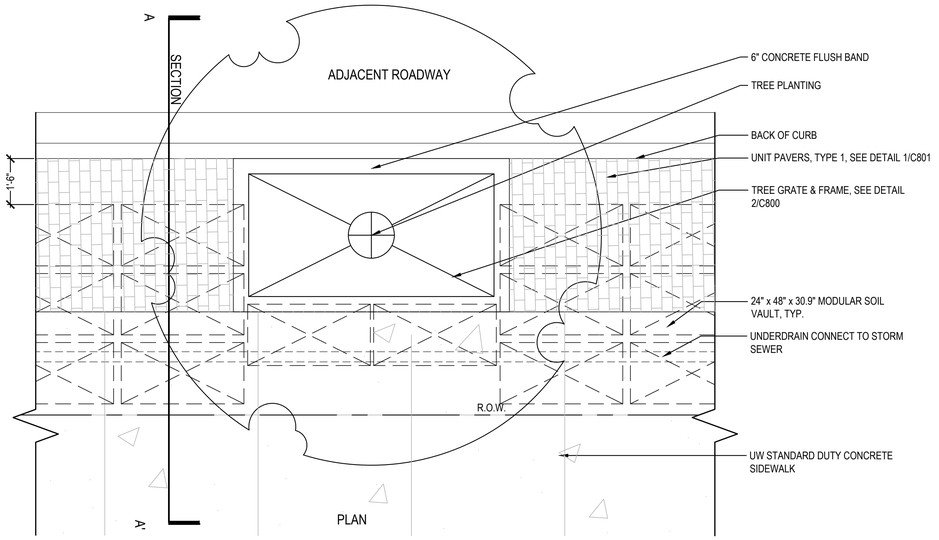
SITE UTILITY PLAN - ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	0' 2.5' 5' 10' 15'
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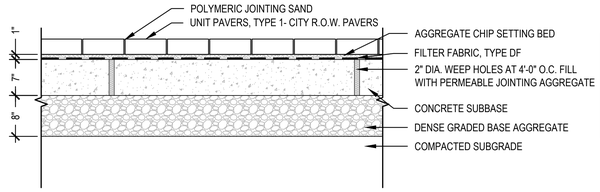


NOTES:

1. PREFERRED CONFIGURATION OF MODULAR SOIL VAULTS SHOWN TO SURROUND TREE PLANTING AS INDICATED ON THE SITE LAYOUT PLANS. FIELD COORDINATE FINAL PLACEMENT OF SOIL VAULTS WITH ALL PUBLIC AND PRIVATE UTILITIES. ANY DEVIATION FROM PREFERRED CONFIGURATION TO BE REVIEWED BY LANDSCAPE ARCHITECT. FIELD ADJUST SOIL VAULT LOCATIONS TO AVOID UTILITY CONFLICTS AS APPROVED BY LANDSCAPE ARCHITECT.
2. PROVIDE SHOP DRAWINGS.
3. SPACE MODULAR SOIL VAULTS 1" MIN. TO 6" MAX. APART.
4. SEE SECTION 32 36 00 - SITE FURNISHINGS & SPECIALTY ITEMS FOR MODULAR SOIL VAULT PRODUCT INFORMATION.
5. INSTALL MODULAR SOIL VAULTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPROVED SHOP DRAWINGS.

1 MODULAR SOIL VAULT

SCALE:NOT TO SCALE

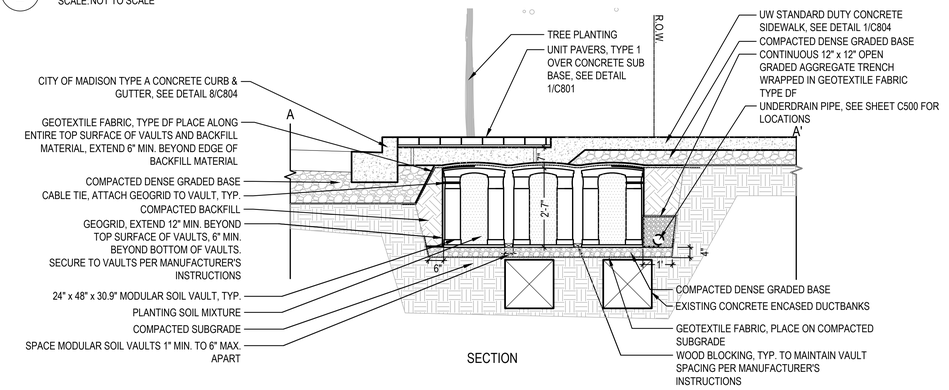


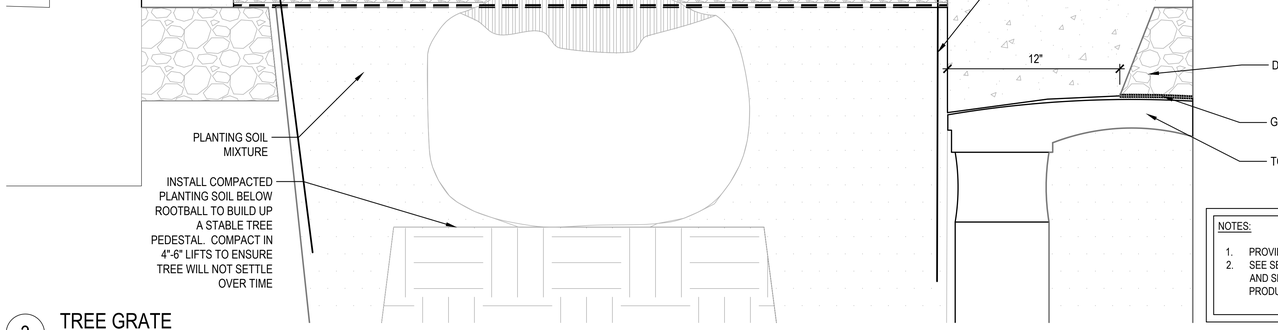
NOTES:

1. MOCK-UPS REQUIRED.
2. SEE SECTION 32 14 00- CONCRETE UNIT PAVING FOR UNIT PAVER PRODUCT INFORMATION.

2 UNIT PAVERS TYPE 1- NON-PERMEABLE CITY R.O.W.

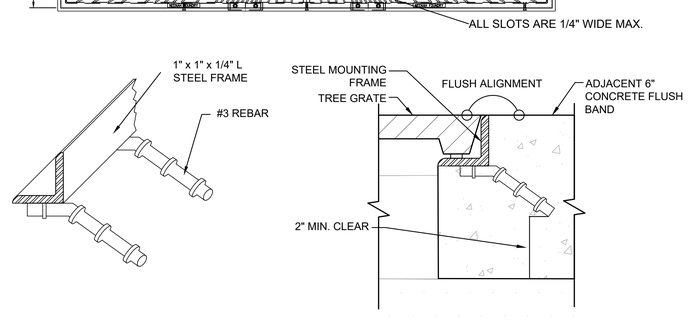
SCALE:NOT TO SCALE





NOTES:

1. PROVIDE SHOP DRAWINGS.
2. SEE SECTION 32 36 00 - SITE FURNISHINGS AND SPECIALTY ITEMS FOR TREE GRATE PRODUCT INFORMATION.

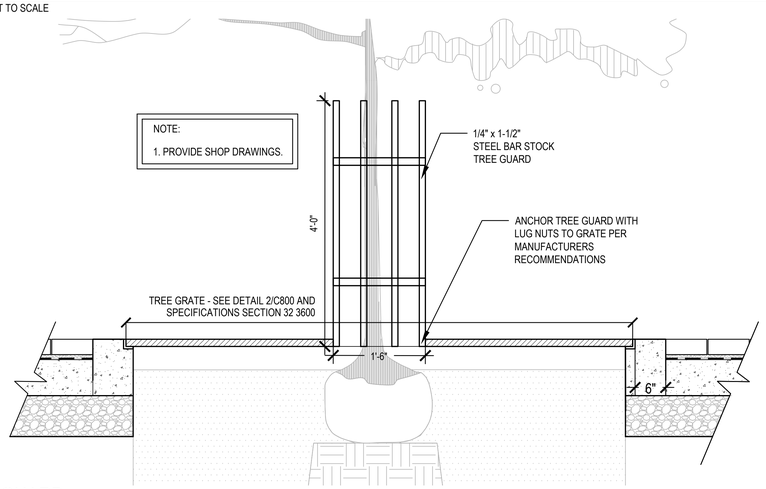


3 TREE GRATE

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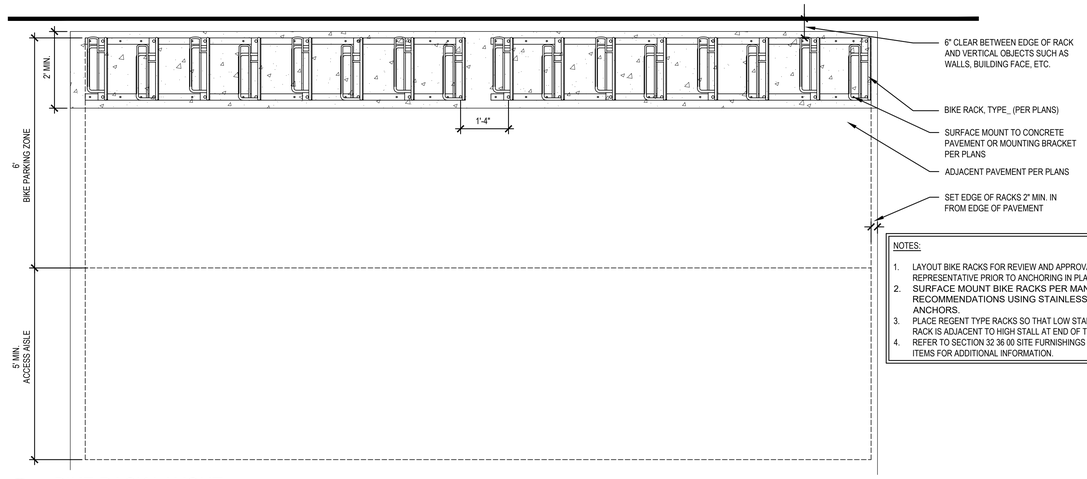
NOTE:

1. PROVIDE SHOP DRAWINGS.



4 TREE GUARD

SCALE:NOT TO SCALE



NOTES:

1. LAYOUT BIKE RACKS FOR REVIEW AND APPROVAL BY CAMPUS REPRESENTATIVE PRIOR TO ANCHORING IN PLACE.
2. SURFACE MOUNT BIKE RACKS PER MANUFACTURER'S RECOMMENDATIONS USING STAINLESS STEEL ANCHORS.
3. PLACE REGENT TYPE RACKS SO THAT LOW STALL AT END OF ONE RACK IS ADJACENT TO HIGH STALL AT END OF THE NEXT RACK.
4. REFER TO SECTION 32 36 00 SITE FURNISHINGS AND SPECIALTY ITEMS FOR ADDITIONAL INFORMATION.

5 BIKE RACK LAYOUT

SCALE:NOT TO SCALE

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Consultant:

saiki DESIGN

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Department of Administration
Division of Facilities Development

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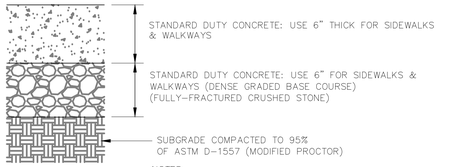
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UNIVERSITY OF WISCONSIN - MADISON
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SITE DETAILS

Revisions:

No.	Date:	Description:

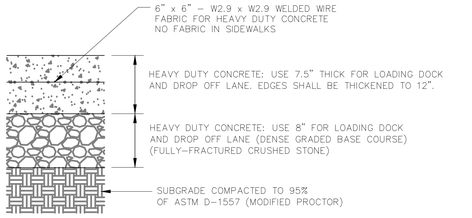
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RFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C800



NOTES:

DUE TO EXISTING FILL, SILT, AND CLAY PRESENT, UNDERCUTTING OR STABILIZATION MAY BE REQUIRED TO ESTABLISH FIRM AND PAVEMENT SUBGRADES. WHERE UNSUITABLE SOILS ARE ENCOUNTERED, A MINIMUM OF 12 IN. OF UNDERCUTTING SHOULD OCCUR WITH REPLACEMENT OF 12 IN. OF ADDITIONAL COARSE AGGREGATE OVER BIAXIAL GEOGRID. CONTRACTOR TO INCLUDE CONTINGENCY FOR SUBGRADE UNDERCUTTING/STABILIZATION.

1 C804 **UW STANDARD DUTY CONCRETE**
N.T.S.

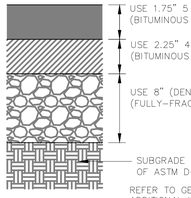


NOTES:

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2. DROP OFF LANE CONCRETE TO BE COLORED DARK GRAY PER SPEC. 32 13 13 – CONCRETE PAVING.

2 C804 **UW HEAVY DUTY CONCRETE**
N.T.S.



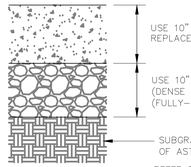
REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION AND INSTRUCTIONS

NOTES:

1. DUE TO EXISTING FILL, SILT, AND CLAY PRESENT, UNDERCUTTING OR STABILIZATION MAY BE REQUIRED TO ESTABLISH FIRM AND PAVEMENT SUBGRADES. WHERE UNSUITABLE SOILS ARE ENCOUNTERED, A MINIMUM OF 12 IN. OF UNDERCUTTING SHOULD OCCUR WITH REPLACEMENT OF 12 IN. OF ADDITIONAL COARSE AGGREGATE OVER BIAXIAL GEOGRID. CONTRACTOR TO INCLUDE CONTINGENCY FOR SUBGRADE UNDERCUTTING/STABILIZATION.

2. PAVEMENT REPLACEMENT IN CLYMER PL. TO FOLLOW UW ASPHALTIC CONCRETE SECTION.

3 C804 **UW ASPHALTIC CONCRETE PAVEMENT**
N.T.S.

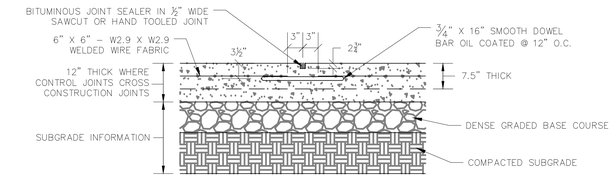


REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION AND INSTRUCTIONS

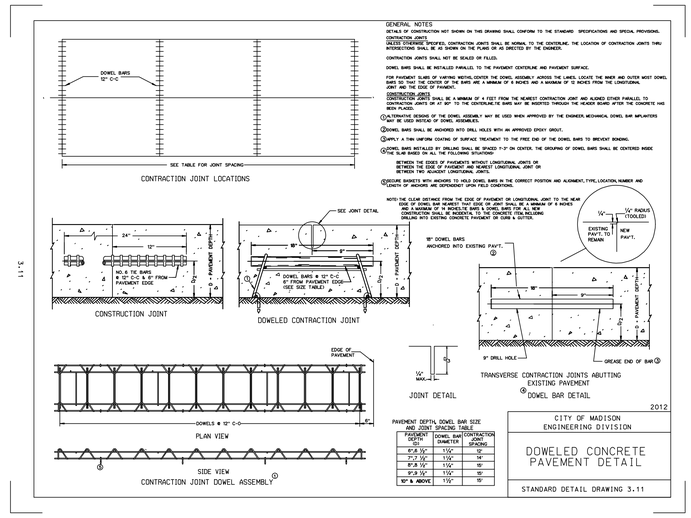
NOTES:

DUE TO EXISTING FILL, SILT, AND CLAY PRESENT, UNDERCUTTING OR STABILIZATION MAY BE REQUIRED TO ESTABLISH FIRM AND PAVEMENT SUBGRADES. WHERE UNSUITABLE SOILS ARE ENCOUNTERED, A MINIMUM OF 12 IN. OF UNDERCUTTING SHOULD OCCUR WITH REPLACEMENT OF 12 IN. OF ADDITIONAL COARSE AGGREGATE OVER BIAXIAL GEOGRID. CONTRACTOR TO INCLUDE CONTINGENCY FOR SUBGRADE UNDERCUTTING/STABILIZATION.

4 C804 **CITY OF MADISON CONCRETE SIDEWALK/SLAB (ONLY FOR WORK IN ROW)**
N.T.S.

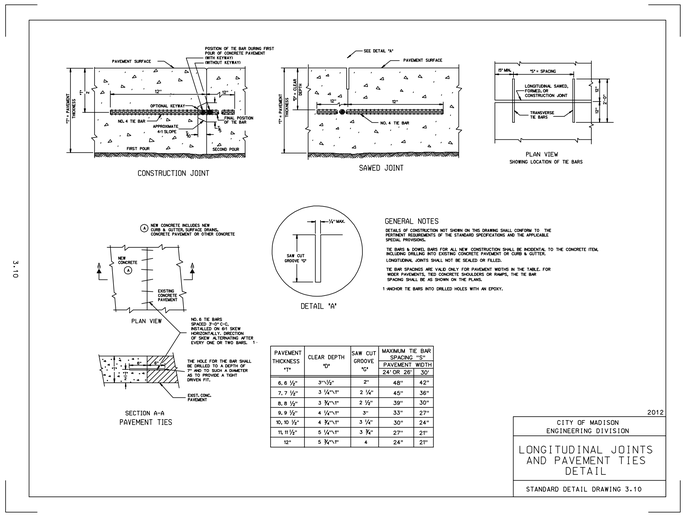


5 C804 **UW CONTROL & CONSTRUCTION JOINT DETAILS**
N.T.S.



3.11

6 C804 **DOWELED CONCRETE PAVEMENT DETAIL (CITY OF MADISON ROW ONLY)**
N.T.S.



GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

TIE BARS & DOWEL BARS FOR ALL NEW CONSTRUCTION SHALL BE INCIDENTAL TO THE CONCRETE ITEM. INCLUDING DRILLING INTO EXISTING CONCRETE PAVEMENT OR CURB & GUTTER.

LONGITUDINAL JOINTS SHALL NOT BE SEALED OR FILLED.

TIE BAR SPACINGS ARE VALID ONLY FOR PAVEMENT WIDTHS IN THE TABLE. FOR WIDER PAVEMENTS, TIED CONCRETE SHOULDERS OR RAMPS, THE TIE BAR SPACING SHALL BE AS SHOWN ON THE PLANS.

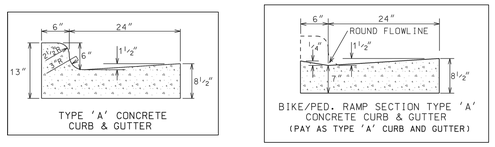
1 ANCHOR TIE BARS INTO DRILLED HOLES WITH AN EPOXY.

PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S" PAVEMENT WIDTH 24' OR 20'	30'
6, 6 ½"	3"-3½"	2"	48"	42"
7, 7 ½"	3 ½"-4"[1]	2 ½"	45"	36"
8, 8 ½"	3 ½"-4"[1]	2 ½"	39"	30"
9, 9 ½"	4 ½"-5"[1]	3"	33"	27"
10, 10 ½"	4 ½"-5"[1]	3 ½"	30"	24"
11, 11 ½"	5 ½"-6"[1]	3 ½"	27"	21"
12"	5 ½"-6"[1]	4	24"	21"

CITY OF MADISON ENGINEERING DIVISION
LONGITUDINAL JOINTS AND PAVEMENT TIES DETAIL
STANDARD DETAIL DRAWING 3.10
2012

3.10

7 C804 **LONGITUDINAL JOINTS AND PAVEMENT TIES DETAIL (CITY OF MADISON ROW ONLY)**
N.T.S.



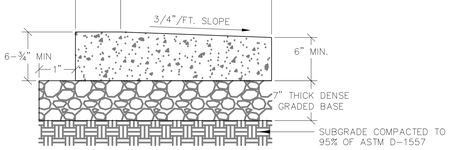
GENERAL NOTES:

LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15' NOR LESS THAN 6' IN LENGTH. THE JOINTS SHALL BE A MINIMUM OF 3" IN DEPTH

EXPANSION JOINTS SHALL BE PLACED TRANSVERSLY AT RADIUS POINTS ON CURVES OF RADIUS 200' OR LESS, AND AT ANGLE POINTS, OR AS DIRECTED BY THE ENGINEER. THE EXPANSION JOINT SHALL BE A ONE PIECE ASPHALTIC MATERIAL HAVING THE SAME DIMENSIONS AS CURB & GUTTER AT THAT STATION AND BE ½" THICK.

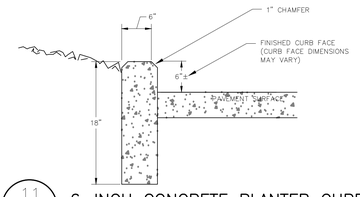
IN ALL CASES, CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE

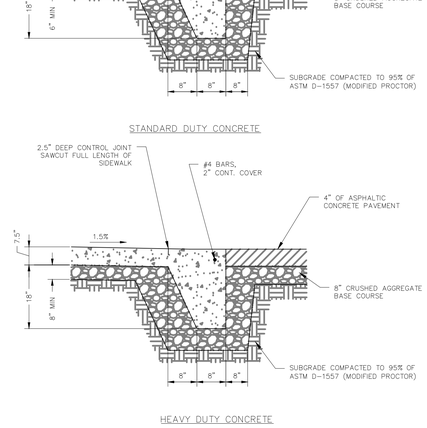
8 C804 **CITY OF MADISON CURB AND GUTTER DETAILS**
N.T.S.



*CURB HEIGHT MAY VARY. SEE SITE GRADING PLAN FOR EXACT CURB HEIGHTS. CONTACT ENGINEER WITH ANY QUESTIONS THAT ARISE. PROVIDE CONSTRUCTION JOINTS BETWEEN 10-FEET AND 300-FEET.

9 C804 **18-INCH DEPRESSED CONCRETE CURB & GUTTER**
N.T.S.





10 C804 **CONCRETE SIDEWALK WITH DEPRESSED INTEGRAL CURB**
N.T.S.

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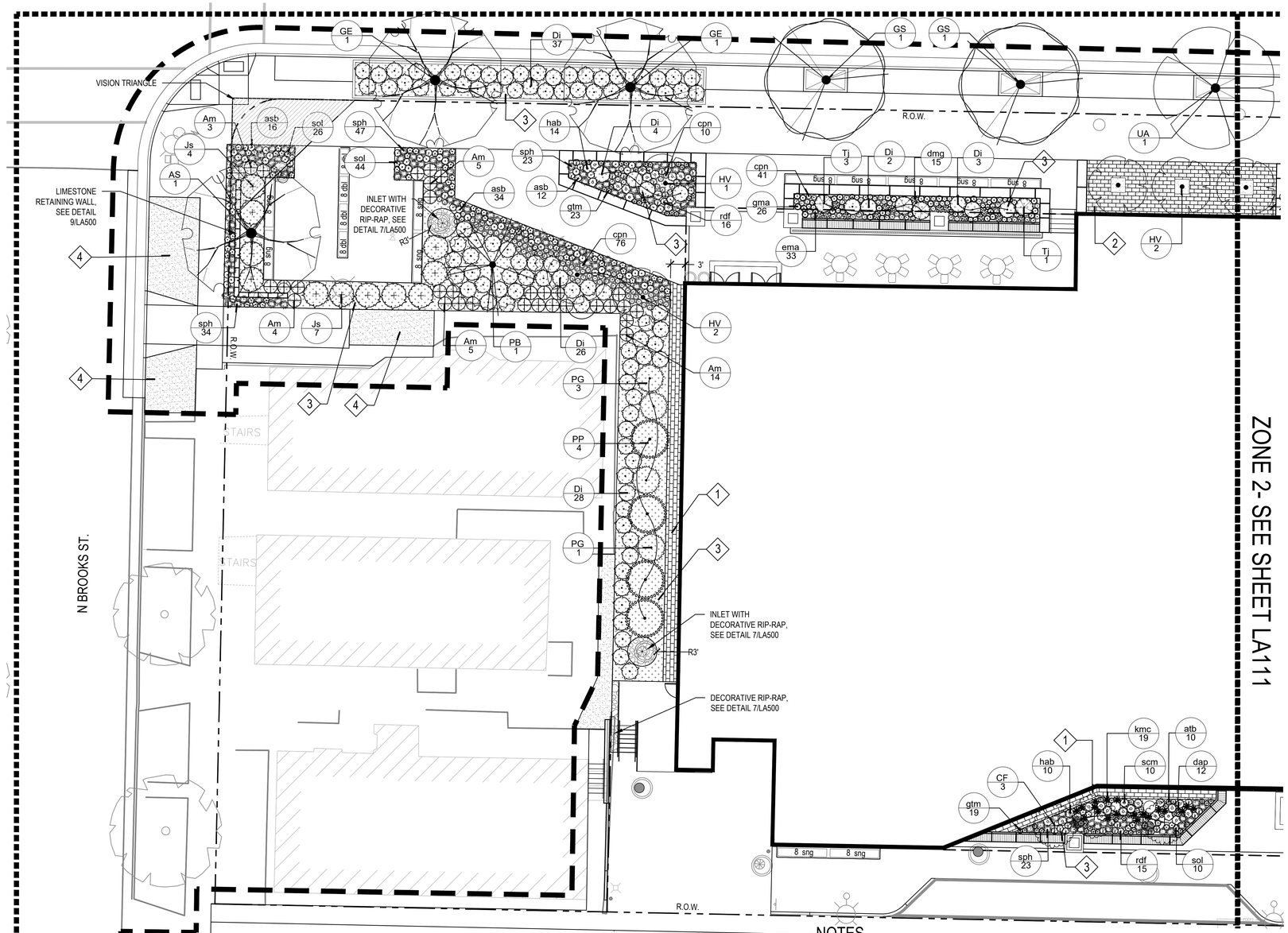
SITE DETAILS

Revisions:

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1427



PLANT SCHEDULE

EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CONT.	SIZE	QTY
	PG	Picea glauca 'JN Select' / Midway White Spruce	B&B	6` HT (MIN.)	4
	PP	Picea glauca 'Pendula' / Weeping White Spruce	B&B	6` HT (MIN.)	4
	PB	Pinus strobus / White Pine	B&B	6` HT (MIN.)	1
ORNAMENTAL TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	CF	Carpinus caroliniana `J.N. Upright` / Firespire Musclewood	B&B	2" Cal	3
	HV	Hamamelis virginiana / Common Witch Hazel	B&B	2" Cal	5
SHADE TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	AS	Acer saccharum / Sugar Maple	B&B	2" Cal	1
	GS	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Honeylocust	B&B	2" Cal	2
	GE	Gymnocladus dioica `Espresso` / Espresso Coffeetree	B&B	2" Cal	2
	UA	Ulmus americana 'Princeton' / Princeton American Elm	B&B	2" Cal	1
DECIDUOUS SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Am	Aronia melanocarpa 'UCONNAM166' / Low Scape Hedger® Black Chokeberry	5 gal	CONT.	31
	Di	Diervilla lonicera / Dwarf Bush Honeysuckle	3 gal	CONT.	100
EVERGREEN SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Js	Juniperus chinensis `Sea Green` / Sea Green Juniper	5 gal	CONT.	11
	Tj	Tsuga canadensis `Jeddeloh` / Jeddeloh Eastern Hemlock	5 gal	CONT.	4
HERBACEOUS PERENNIALS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	asb	Allium tanguticum `Summer Beauty` / Summer Beauty Allium	1 gal	CONT.	62
	atb	Asclepias tuberosa / Butterfly Milkweed	1 gal	CONT.	10
	dap	Dalea purpurea / Purple Prairie Clover	1 gal	CONT.	12
	dmg	Dryopteris marginalis / Marginal Shield Fern	1 gal	CONT.	15
	ema	Eurybia macrophylla / Bigleaf Aster	1 gal	CONT.	33
	gma	Geranium maculatum / Spotted Geranium	1 gal	CONT.	26
	gtm	Geum triflorum / Prairie Smoke	1 gal	CONT.	42
	hab	Heuchera macrorhiza `Autumn Bride` / Autumn Bride Coral Bells	1 gal	CONT.	24
	rdf	Rudbeckia fulgida 'Blovl' / Viette's Little Suzy Coneflower	1 gal	CONT.	31
	sol	Symphyotrichum oolentangiense / Sky Blue Aster	1 gal	CONT.	80
ORNAMENTAL GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	cpn	Carex pensylvanica / Pennsylvania Sedge	1 gal	CONT.	127
	kmc	Koeleria macrantha / Prairie Junegrass	1 gal	CONT.	19
	scm	Schizachyrium scoparium / Little Bluestem	1 gal	CONT.	10
	sph	Sporobolus heterolepis / Prairie Dropseed	1 gal	CONT.	127

LEGEND

- SALVAGED LIMESTONE PAVER MAINTENANCE EDGE, SEE DETAIL 10/LA500
- SALVAGED LIMESTONE PAVERS WITH PLANTED PLUGS, SEE DETAIL 8/LA500
- MIXED PLANTING BED WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH
- SOD
- 4" DIAMETER TREE MULCH RING WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH
- CONSTRUCTION LIMITS
- PROPERTY LINE R.O.W.
- TREE PROTECTION FENCE
- CONSTRUCTION FENCING
- LIGHT POLES
- INLETS

NOTES

1. FIELD VERIFY SURVEY INFORMATION PRIOR TO START OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE DFDM CONSTRUCTION REPRESENTATIVE.
2. CONTACT DIGGER'S HOTLINE, CITY OF MADISON, AND UW-MADISON TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO STARTING WORK.
3. FIELD VERIFY ALL EXISTING SITE CONDITIONS AND UTILITIES PRIOR TO STARTING WORK. ANY DAMAGE CAUSED TO UTILITIES, EITHER SHOWN OR NOT, SHALL BE REPAIRED AND PAID FOR AT THE CONTRACTOR'S EXPENSE.
4. PROTECT OR RELOCATE ALL BENCHMARKS. RELOCATED BENCHMARKS TO BE INCLUDED WITH CONTRACTOR. .
5. PROTECT ALL EXISTING PAVEMENTS, CURBS, UTILITIES, AND OTHER IMPROVEMENTS (TO REMAIN) FROM CONSTRUCTION ACTIVITIES. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO EXISTING CONDITIONS AT COMPLETION OF WORK UNLESS SHOWN OTHERWISE ON PLANS.
6. SUBMIT TOPSOIL TESTING REQUIREMENTS PER SECTION 32 91 13 SOIL PREPARATION.
7. VERIFY THAT SPECIFIED TOPSOIL AND PLANTING MIXTURE DEPTHS ARE PRESENT PRIOR TO PLANTING PER SECTIONS 32 91 13 SOIL PREPARATION. NOTIFY DFD CONSTRUCTION REPRESENTATIVE OF ANY PROBLEMS.
8. SPACE PLANTINGS PER PLANT SCHEDULE.
9. ALL WRAPPINGS, WIRE BASKETS, BURLAP, AND OTHER MISCELLANEOUS MATERIAL SHALL BE COMPLETELY REMOVED FROM ALL SHRUB AND TREE ROOT BALLS PRIOR TO INSTALLATION.
10. ALL EXISTING LAWN AREAS WITHIN AND ADJACENT TO THE PROJECT SITE THAT ARE DISTURBED BY CONSTRUCTION ACTIVITIES INCLUDING, BUT NOT LIMITED TO, UTILITY TRENCHING, ACCESS, OR MATERIALS STORAGE SHALL BE REPAIRED WITH SOD PER SECTION 32 92 23 SODDING.
11. APPLY MYCHROIZAL FUNGI TO ALL PLANTINGS PER SECTION 32 92 00 PLANTS.
12. CONTRACTOR SHALL TAKE PRECAUTIONS DURING CONSTRUCTION TO NOT DISFIGURE, SCAR, OR IMPAIR THE HEALTH OF ANY STREET TREE. CONTRACTOR SHALL OPERATE EQUIPMENT IN A MANNER AS TO NOT DAMAGE THE BRANCHES OF THE STREET TREE(S). THIS MAY REQUIRE USING SMALLER EQUIPMENT AND LOADING AND UNLOADING MATERIALS IN A DESIGNATED SPACE AWAY FROM TREES ON THE CONSTRUCTION SITE. ANY DAMAGE OR INJURY TO EXISTING STREET TREES (EITHER ABOVE OR BELOW GROUND) SHALL BE REPORTED IMMEDIATELY TO CITY FORESTRY AT (608) 266-4816. PENALTIES AND REMEDIATION SHALL BE REQUIRED.
13. AS DEFINED BY THE SECTION 107.13 OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION: NO EXCAVATION IS PERMITTED WITHIN 5 FEET OF THE TRUNK OF THE STREET TREE OR WHEN CUTTING ROOTS OVER 3 INCHES IN DIAMETER. IF EXCAVATION IS NECESSARY, THE CONTRACTOR SHALL CONTACT MADISON CITY FORESTRY AT (608) 266-4816 PRIOR TO EXCAVATION. CITY OF MADISON FORESTRY PERSONNEL SHALL ASSESS THE IMPACT TO THE TREE AND TO ITS ROOT SYSTEM PRIOR TO WORK COMMENCING. TREE PROTECTION SPECIFICATIONS CAN BE FOUND ON THE FOLLOWING WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM.
14. SECTION 107.13(G) OF CITY OF MADISON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WEBSITE: HTTPS://WWW.CITYOFMADISON.COM/BUSINESS/PW/SPECS.CFM) ADDRESSES SOIL COMPACTION NEAR STREET TREES AND SHALL BE FOLLOWED BY CONTRACTOR. THE STORAGE OF PARKED VEHICLES, CONSTRUCTION EQUIPMENT, BUILDING MATERIALS, REFUSE, EXCAVATED SPOILS OR DUMPING OF POISONOUS MATERIALS ON OR AROUND TREES AND ROOTS WITHIN FIVE (5) FEET OF THE TREE OR WITHIN THE PROTECTION ZONE IS PROHIBITED.
15. STREET TREE PRUNING SHALL BE COORDINATED WITH CITY FORESTRY AT A MINIMUM OF TWO WEEKS PRIOR TO THE START OF CONSTRUCTION FOR THIS PROJECT. CONTACT CITY FORESTRY AT (608)266-4816. ALL PRUNING SHALL FOLLOW THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 - PART 1 STANDARDS FOR PRUNING.
16. CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO SCHEDULE INSPECTION AND APPROVAL OF NURSERY TREE STOCK AND REVIEW PLANTING SPECIFICATIONS WITH THE LANDSCAPER AT LEAST ONE WEEK PRIOR TO STREET TREE PLANTING.
17. NO LATER THAN FIVE BUSINESS DAYS PRIOR TO FORMING CONCRETE AND CONSTRUCTING TREE GRATE SITES, THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO IDENTIFY AND LOCATE UNDERGROUND CONFLICTS (UTILITIES, VAULTS, CONDUIT) OR OTHER UNDERGROUND OBSTRUCTIONS AND DETERMINE GRATE LOCATIONS. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN THE GRATE, MATCHING FRAME AND/OR TREE GUARD. TREE GRATE TYPE AND MATCHING FRAME: NEENAH 4X8 (R-8815-A). TREE GUARD NEENAH (R-8501-4818).
18. CITY FORESTRY WILL ISSUE A STREET TREE REMOVAL PERMIT FOR SIX TREES: ONE 2" OAK & ONE 2" ELM WITHIN WEST SIDE OF NORTH PARK STREET TERRACE, TWO 5" CRABAPPLES, ONE 4" CRABAPPLE & ONE 14" ELM WITHIN THE CENTER MEDIAN OF NORTH PARK STREET DUE TO UNDERGROUND UTILITY INSTALLATION. THE CONTRACTOR SHALL CONTACT CITY FORESTRY AT (608) 266-4816 TO OBTAIN PERMIT
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20. CONTACT UW-MADISON CAMPUS REPRESENTATIVE A MINIMUM OF 5 DAYS PRIOR TO ANTICIPATED PRUNING OF ANY TREES TO SCHEDULE A REVIEW & CONSULTATION WITH CAMPUS GROUNDS STAFF PRIOR TO PERFORMING ANY PRUNING.

1 LANDSCAPE PLAN - ZONE 1 ENLARGEMENT
SCALE: 1"=10'-0"

R/S BORA

Consultant:

saiki DESIGN

WISCONSIN 1 Abbie Mollien LA-673 Madison Wisconsin LANDSCAPE ARCHITECT
Abbie Mollien 5/10/2023

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

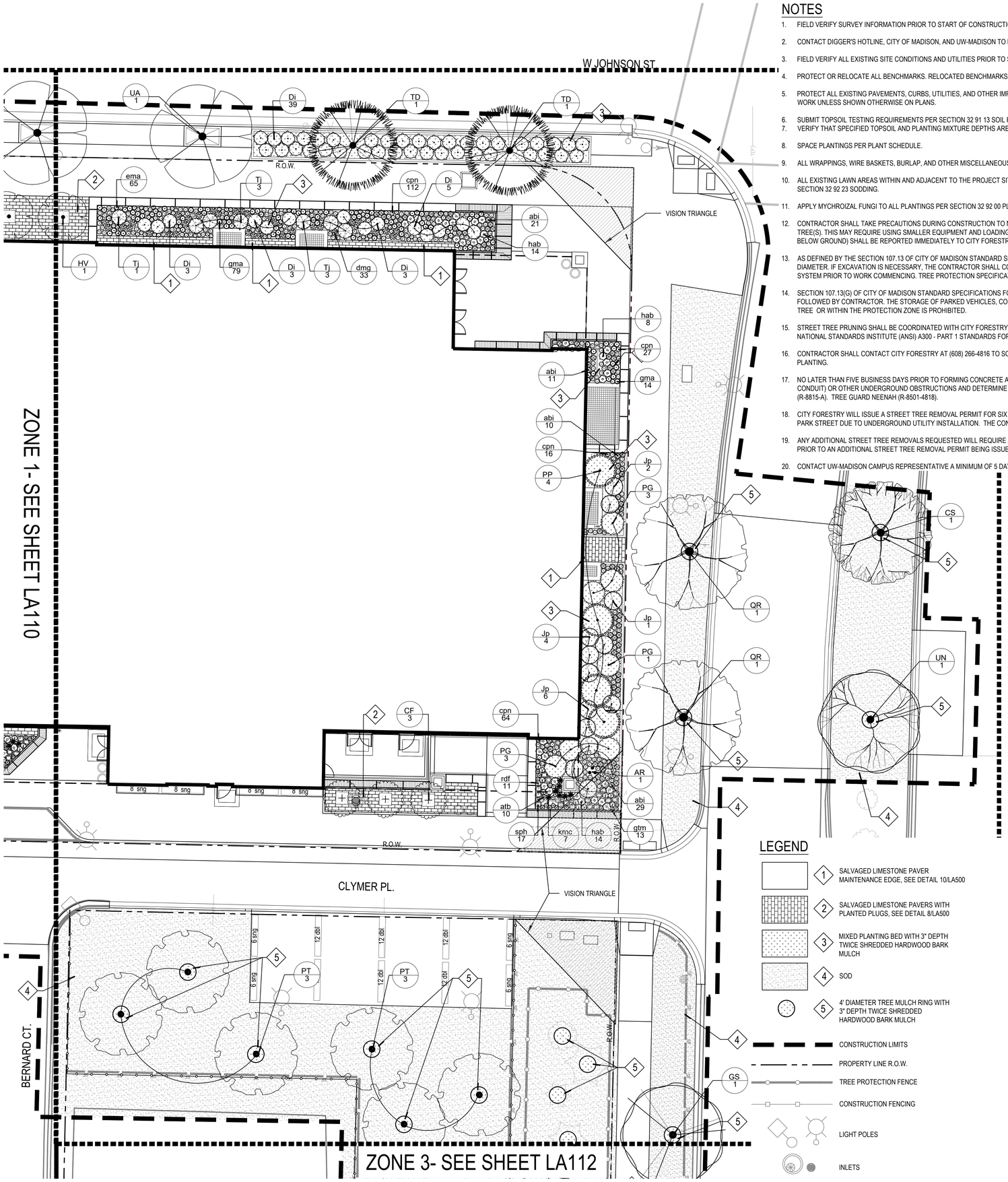
NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

LANDSCAPE PLAN – ZONE 1 ENLARGEMENT

Revisions:		
No.	Date:	Description:

Graphic Scale	5' 10'
DFD Number	20K1G–01
Bid Type	LUA
Date Issued	05/22/2023
Sheet Number	LA110

1428



NOTES

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LEGEND

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2. SALVAGED LIMESTONE PAVERS WITH PLANTED PLUGS, SEE DETAIL 8/LA500
3. MIXED PLANTING BED WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH
4. SOD
5. 4' DIAMETER TREE MULCH RING WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH

CONSTRUCTION LIMITS
PROPERTY LINE R.O.W.
TREE PROTECTION FENCE
CONSTRUCTION FENCING
LIGHT POLES
INLETS

PLANT SCHEDULE

EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CONT.	SIZE	QTY
	PG	Picea glauca 'JN Select' / Midway White Spruce	B&B	6` HT (MIN.)	7
	PP	Picea glauca 'Pendula' / Weeping White Spruce	B&B	6` HT (MIN.)	4
ORNAMENTAL TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	AR	Amelanchier x grandiflora `Robin Hill` / Robin Hill Serviceberry	B&B	6` HT (MIN.) UPRIGHT MULTI-STEM	1
	CF	Carpinus caroliniana `J.N. Upright` / Firespire Musclewood	B&B	2" Cal	3
	HV	Hamamelis virginiana / Common Witch Hazel	B&B	2" Cal	1
SHADE TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	CS	Catalpa speciosa / Northern Catalpa	B&B	2" Cal	1
	GS	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Honeylocust	B&B	2" Cal	1
	PT	Populus tremuloides / Quaking Aspen	B&B	2" Cal	6
	QR	Quercus muehlenbergii / Chinkapin Oak	B&B	2" Cal	2
	TD	Taxodium distichum / Bald Cypress	B&B	2" Cal	2
	UN	Ulmus americana 'New Harmony' / New Harmony American Elm	B&B	2" Cal	1
	UA	Ulmus americana 'Princeton' / Princeton American Elm	B&B	2" Cal	1
DECIDUOUS SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Di	Diervilla lonicera / Dwarf Bush Honeysuckle	3 gal	CONT.	53
EVERGREEN SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Jp	Juniperus chinensis `Pfitzeriana Kallay` / Kallays Compact Pfitzer Juniper	5 gal	CONT.	13
	Tj	Tsuga canadensis `Jeddeloh` / Jeddeloh Eastern Hemlock	5 gal	CONT.	7
HERBACEOUS PERENNIALS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	abi	Amsonia tabernaemontana `Blue Ice` / Blue Ice Blue Star	1 gal	CONT.	71
	atb	Asclepias tuberosa / Butterfly Milkweed	1 gal	CONT.	10
	dmg	Drycopteris marginalis / Marginal Shield Fern	1 gal	CONT.	33
	ema	Eurybia macrophylla / Bigleaf Aster	1 gal	CONT.	65
	gma	Geranium maculatum / Spotted Geranium	1 gal	CONT.	93
	gtm	Geum triflorum / Prairie Smoke	1 gal	CONT.	13
	hab	Heuchera macrorhiza `Autumn Bride` / Autumn Bride Coral Bells	1 gal	CONT.	36
	rdf	Rudbeckia fulgida 'Blovi' / Viette's Little Suzy Coneflower	1 gal	CONT.	11
ORNAMENTAL GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	cpn	Carex pensylvanica / Pennsylvania Sedge	1 gal	CONT.	219
	kmc	Koeleria macrantha / Prairie Junegrass	1 gal	CONT.	7
	sph	Sporobolus heterolepis / Prairie Dropseed	1 gal	CONT.	17

1 LANDSCAPE PLAN - ZONE 2 ENLARGEMENT
SCALE: 1"=10'-0"

R/S BORA
Consultant:
saiki DESIGN
Abbie Mollien LA-673 Madison Wisconsin LANDSCAPE ARCHITECT
5/10/2023

State of Wisconsin
Department of Administration
Division of Facilities Development
232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

LANDSCAPE PLAN – ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale: 5' 10'
DFD Number: 20K1G-01
Set Type: LUA
Date Issued: 05/22/2023
Sheet Number: LA111

1429

1430

Document Number

Maintenance Agreement for portions of the public right of way adjacent to Lot 1, CSM 16580

Record this document with the Register of Deeds

Prepared by and return to:
Kate Kane
City of Madison
210 Martin Luther King Jr. Blvd.,
Room 115
Madison, WI 53703

(Parcel Identification Numbers)

Lot	Parcel No.
1	251-0709-232-1538-3

Maintenance Agreement
for portions of the public right of way adjacent to
Lot 1, CSM 16580

This Maintenance Agreement ("Agreement") is entered into as of this____ day of _____ , 2025, by and between the Board of Regents of the University of Wisconsin System, (the Property Owner herein after referred to as the "University"), and the City of Madison, a Wisconsin municipal corporation ("City"). Collectively the University and the City may be referred to as the "Parties".

A. PROPERTY AFFECTED

1. PROPERTY DESCRIPTION: This Maintenance Agreement applies to a portion of the public right of way adjacent to Lot 1, Certified Survey Map No. 16580 recorded in Volume 124 of Certified Surveys, page 232 as Document No. 5982593, parcel number 0709-232-1538-3, as described in the legal description in Exhibit A and hereafter referred to as the "Owner's Property".

2. MAINTENANCE AREA: This Maintenance Agreement applies to a portion of the public right of way and sidewalk easement area adjacent to Owner's Property and described in Exhibit B and hereafter referred to as the "Maintenance Area".

B. MAINTENANCE REQUIREMENTS

1. INITIAL CONSTRUCTION OF IMPROVEMENTS WITHIN THE MAINTENANCE AREA: The initial construction of certain improvements within the Maintenance Area are not covered by this Agreement and are covered by a separate agreement known as City Contract Number 9528 and are to be completed in accordance with plans and specifications for Project 15227 ("Plans").

2. NO GRADE CHANGE: Following the initial construction of improvements within the Maintenance Area, no change in the grade within the Maintenance Area shall be made without the prior written approval of the City of Madison Engineering Division ("City Engineer").

3. IMPROVEMENTS MAINTAINED BY THE UNIVERSITY: Upon completion of the initial construction of improvements within the Maintenance Area, the Property Owner agrees to complete the following maintenance as needed, or as may be reasonably required by the City, within the Maintenance Area:

a. Snow and ice removal;

b. Cleaning of dirt and debris;

c. Graffiti removal or the correction of other vandalism;

d. Repair and maintenance of sidewalks and other pavements or paving materials;

e. Repair and replacement of planting areas including concrete curbed planting beds;

f. Trimming, pruning and season maintenance of all plant material excluding street trees. Street tree trimming, pruning, and silva cell replacement shall be by the City of Madison;

g. Repair and maintenance of drain tile.

Nothing in this Agreement shall prohibit the University from contracting with third parties to comply with its responsibilities under this Agreement.

4. REVISIONS BY THE PROPERTY OWNER: The University may request the City allow changes to improvements within the Maintenance Area following completion of the initial construction and shall be permitted to make such changes if the changes are approved in writing by the City Engineer. The University shall obtain all necessary permits and approvals prior to constructing or reconstructing any improvement within the Maintenance Area.

5. REVISIONS BY THE CITY: The City has the right to construct or reconstruct any improvement in the Maintenance Area and to construct in such a way that differs from the initial construction. In such event, the City has the right to levy special assessments on the Property for any improvement inside the Maintenance Area to the extent not covered (and paid for by the University) under this Agreement and all improvements maintained by the City in accordance with City Policy and State Statutes.

6. PUBLIC SAFETY: The City shall have the right to require the University to promptly construct or reconstruct any improvements in the Maintenance Area that are or become a safety problem, as reasonably determined by the City Engineer, when ordered in writing by the City Engineer to do so. Following receipt of the City Engineer's written order, the University shall effect the construction or reconstruction at the University's expense even if the change results in modification of an improvement previously approved by the City.

7. ADJACENT CITY PROJECTS: The City has the right to construct and reconstruct streets and utilities or maintain city owned terrace trees adjacent to the Maintenance Area and such construction or reconstruction may impact the improvements that the University is responsible for maintaining under this Agreement. In the event of such construction or reconstruction impacting the University's improvements, the University shall be obligated to restore, replace or reconstruct the damaged or altered University improvements at its sole cost and expense to the extent the costs and expenses to accomplish the same shall not be collectible by the City from adjacent property owners through special assessments, agreements between the City and the adjacent owners or otherwise.

8. INDEMNIFICATION AND INSURACE: During the term of this Agreement, the University agrees to hold harmless the City of Madison and its employees, agents, officers, and officials from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property, based on the acts or omissions of the University's officers, employees, or agents while acting within the scope of their employment or agency, consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes. It is not the intent of either party to this agreement to waive the provisions of Wis. Stats. ss. 893.80 or 893.82 or any other applicable. immunity, protections, or limitations of liability applicable to either party which may be provided by law.

The University, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. The

University's employees who participate in the activities resulting from this Agreement are employees of the Board of Regents of the University of Wisconsin System. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. sec. 895.46(1) is self-funded, and continuous, it is subject to the damage cap in Wis. Stats. sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out this Agreement and founded upon or growing out of the acts or omissions of any of the employees of the University while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. The University shall provide a copy of its standard coverage letter to the City upon request.

10. TERMINATION: The City shall have the right to terminate this Agreement with 30 days written notice to the University.

11. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

12. BINDING EFFECT: The covenants and conditions contained in this Agreement shall apply to and bind the Parties and their heirs, legal representatives, successors and assigns. Nothing herein shall prevent the Property Owner from transferring their interests in the Property and, upon such transfer, the obligations of such University under this Agreement shall become the obligation of the transferee.

13. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only in writing and must be signed by the University and the City.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

15. WAIVER: The failure of any party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. RUN WITH THE LAND: All the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the University's Property and shall be binding upon and inure to the benefit of and be enforceable by the University and the City and their respective successors and assigns.

17. DEFAULT/REMEDIES: If the University fails to complete any maintenance as required by this Agreement within a reasonable time period, the City has the right to complete the maintenance and charge the costs of such maintenance either as a direct charge to the University or a special assessment levied upon the University's Property.

18. NONDISCRIMINATION: In the performance of the services under this Agreement the University agrees not to discriminate against any employee or applicant 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. University further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

[Signatures on next pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

University of Wisconsin Associate Vice Chancellor,
Facilities Planning & Management & Chief Facilities Officer

By: DocuSigned by: C M 2 f
40B52C98EA984A0...
(Signature)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 26 day of August, 2025, the above named Cindy Torstveit who acknowledged themself to be the Associate Vice Chancellor of the University of Wisconsin-Madison Chief Facilities Officer, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Molly Lenz Molly Lenz

Notary Public Dane County, Wisconsin
My Commission Expires: 12/26/25

Molly Lenz Notary Public State of Wisconsin

CITY:
City of Madison

_____
Satya Rhodes-Conway, Mayor

_____
Michael Haas, Acting City Clerk

COUNTERSIGNED:

_____
David Schmiedicke, Finance Director Date

Approved as to Form:

_____
Michael Haas, City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this _____ day of _____, 20__, Maribeth Witzel-Behl, City Clerk, to me known to be such persons and City of Madison officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

_____
Notary Public Dane County, Wisconsin
My Commission Expires:_____

Personally came before me this _____ day of _____, 20__, Satya Rhodes-Conway, Mayor, to me known to be such persons and City of Madison officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

_____
Notary Public Dane County, Wisconsin
My Commission Expires:_____

Exhibit A

Affected Property Legal Description

Lot 1, Certified Survey Map No. 16580 recorded on August 29th, 2024 in Volume 124 of Certified Survey maps of Dane County, on pages 232 - 238 as Document No. 5982593, being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 7 North, Range 9 East, Located in the City of Madison, Dane County, Wisconsin.

Exhibit B

Maintenance Area

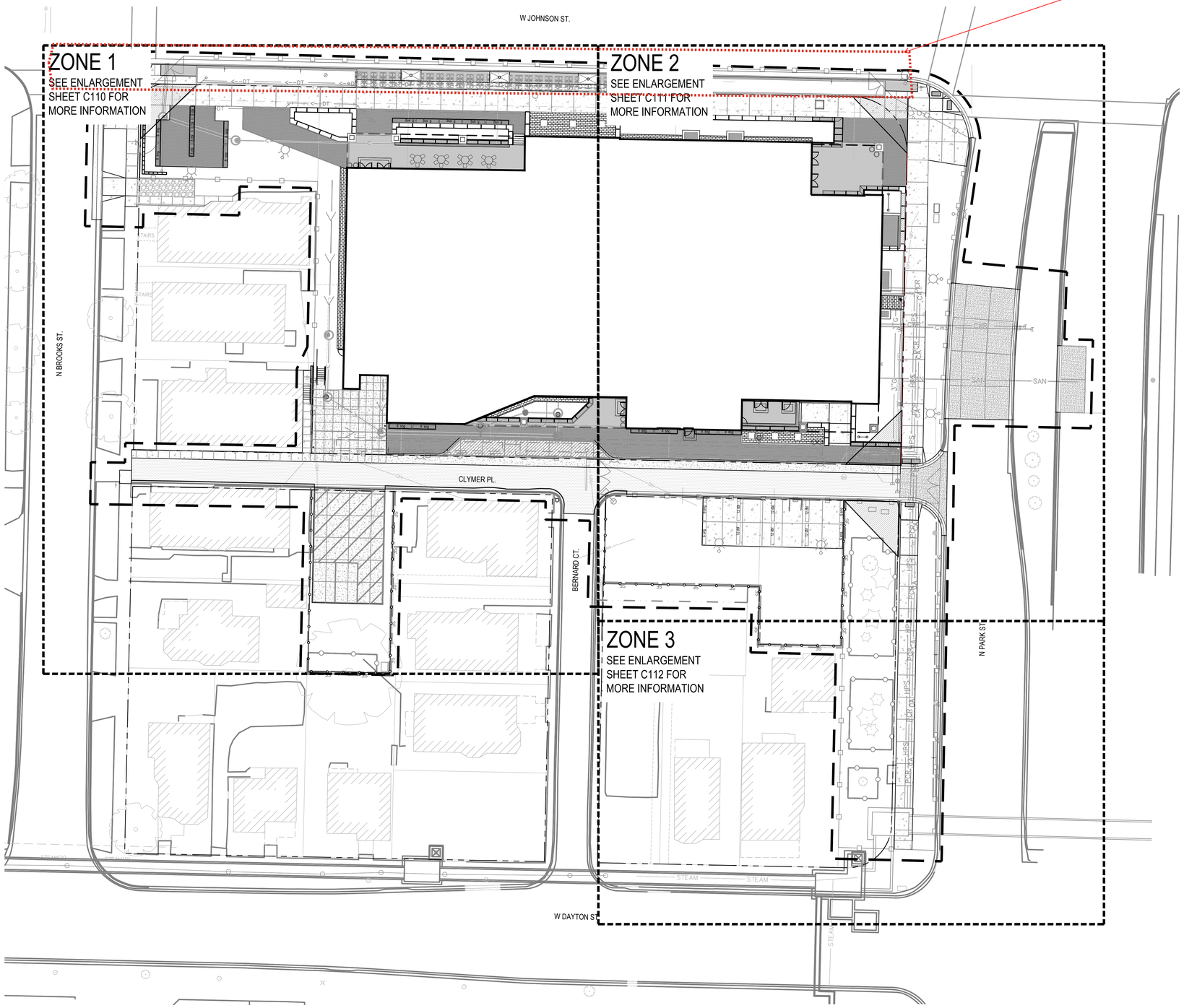
EXHIBIT B

NOTES

1. FIELD VERIFY SURVEY INFORMATION PRIOR TO START OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE DFD REPRESENTATIVE.
2. CONTACT DIGGER'S HOTLINE TO LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO STARTING WORK.
3. FIELD VERIFY ALL EXISTING SITE CONDITIONS AND UTILITIES PRIOR TO STARTING WORK. ANY DAMAGE CAUSED TO UTILITIES, EITHER SHOWN OR NOT, SHALL BE REPAIRED AND PAID FOR AT THE CONTRACTOR'S EXPENSE.
4. PROTECT OR RELOCATE ALL BENCHMARKS. RELOCATED BENCHMARKS TO BE INCLUDED WITH CONTRACT OR AS-BUILTS.
5. PROTECT ALL EXISTING PAVEMENTS, CURBS, UTILITIES, AND OTHER IMPROVEMENTS (TO REMAIN) FROM CONSTRUCTION ACTIVITIES. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO EXISTING CONDITIONS AT COMPLETION OF WORK UNLESS SHOWN OTHERWISE ON PLANS.
6. CONTRACTOR IS RESPONSIBLE FOR STAKING SITE FOR HORIZONTAL AND VERTICAL ALIGNMENT.
7. ANY DEVIATION FROM THE LAYOUT AND DIMENSION SHOWN ON THIS PLAN SHALL REQUIRE APPROVAL BY THE DFD REPRESENTATIVE PRIOR TO PROCEEDING WITH MODIFICATIONS.
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9. ALL DISTURBED PAVEMENT AREAS SHALL BE RESTORED WITH RIGID PAVEMENT EITHER TEMPORARILY OR PER THE FINAL PAVEMENT CONDITION AS SHOWN ON THE DRAWINGS. GRAVEL, SOIL, OR OTHER BACKFILL MATERIALS ARE NOT ACCEPTABLE.
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MAINTENANCE AGREEMENT AREA:
- CONCRETE CURBED PLANTING BEDS - DETAIL 12/804
- SILVA CELLS - DETAIL 1/C800
- UNIT PAVERS - TYPE 1 - DETAIL 2/C800
- UNDERSTORY VEGETATION - SHEETS LA110 & LA111

TREES PER CITY FORESTRY/MAINTAINED BY FORESTRY



LEGEND

- 8" DEPTH COMPACTED DENSE GRADED BASE
- UW ASPHALTIC CONCRETE PAVEMENT — 3/C804
- UW STANDARD DUTY CONCRETE PAVEMENT — 1/C804
- UW HEAVY DUTY CONCRETE PAVEMENT — 2/C804
- CITY OF MADISON CONCRETE PAVEMENT — 4/C804
- UNIT PAVERS, TYPE 1 CITY R.O.W. PAVERS (NON-PERMEABLE) — 1/C801
- UNIT PAVERS, TYPE 2 NON-PERMEABLE — 4/C801
- UNIT PAVERS, TYPE 2 PERMEABLE — 3/C801
- SALVAGED LIMESTONE PAVERS — SEE SHEET LA100
- MODULAR SOIL VAULTS — 1/C800
- CONSTRUCTION LIMITS
- PROPERTY LINE/R.O.W.
- TREE PROTECTION FENCING
- CONSTRUCTION FENCING
- LIGHT POLES
- UTILITY INLETS & MANHOLES

BIKE PARKING SUMMARY

INTERIOR: 26 STALLS
EXTERIOR: 248 STALLS

TOTAL = 274 STALLS

VEHICLE PARKING SUMMARY

UW SERVICE VEHICLES:
2 STALLS

LAND USE SUMMARY

	Levy Hall		923 Clymer Pl.		209 Bernard Ct. & 911 Clymer Pl.		All Lots Total	
	SF	Acres	SF	Acres	SF	Acres	SF	Acres
Lot Size	47347	1.09	3149	0.07	5352	0.12	55848	1.28
Existing Site Impervious	21258	0.49	2320	0.05	3224	0.08	26802	0.62
Existing Building Coverage	7344	0.17	1360	0.03	2808	0.06	11512	0.26
Proposed Site Impervious	41729	0.96	1629	0.04	1366	0.03	44724	1.03
Proposed Building Coverage	31557	0.72	0	0.00	0	0.00	31557	0.72
Useable Open Space	5618	0.13	1520	0.03	3986	0.09	11124	0.26
Total Disturbed Area							89787	2.06

1 SITE LAYOUT PLAN - OVERALL
SCALE: 1"=20'-0"

R/S BORA

Consultant: saiki DESIGN

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

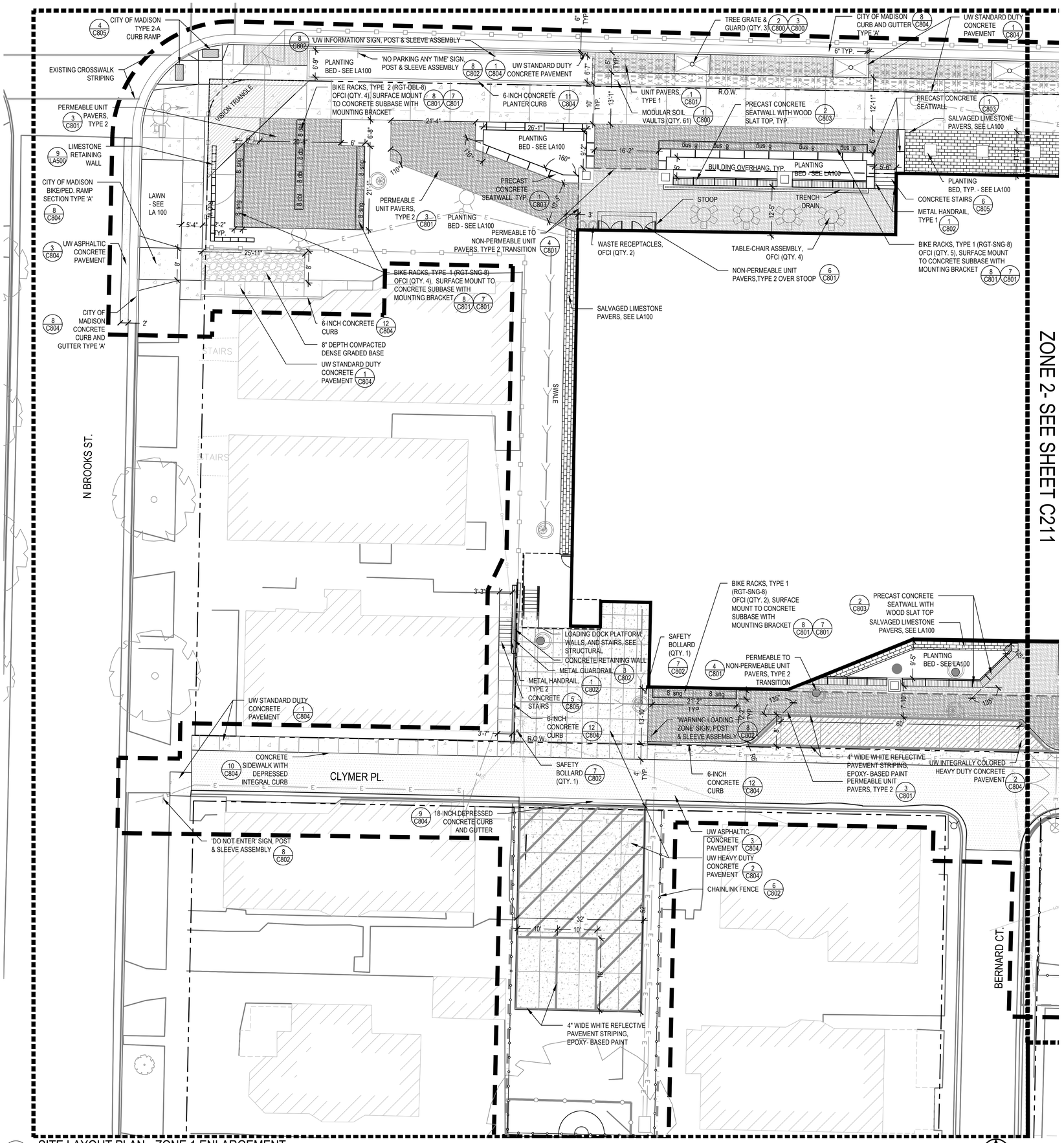
SITE LAYOUT PLAN – OVERALL

Revisions:

No.	Date:	Description:

Graphic Scale: 10' 20'
DFD Number: 20K1G-01
Set Type: LUA
Date Issued: 05/22/2023
Sheet Number: C200

1439



NOTES

1. FIELD VERIFY SURVEY INFORMATION PRIOR TO START OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE DFD REPRESENTATIVE.
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LEGEND

- 8" DEPTH COMPACTED DENSE GRADED BASE
- UW ASPHALTIC CONCRETE PAVEMENT (3 C804)
- UW STANDARD DUTY CONCRETE PAVEMENT (1 C804)
- UW HEAVY DUTY CONCRETE PAVEMENT (2 C804)
- CITY OF MADISON CONCRETE PAVEMENT (4 C804)
- UNIT PAVERS, TYPE 1 CITY R.O.W. PAVERS (NON-PERMEABLE) (1 C801)
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- SALVAGED LIMESTONE PAVERS — SEE SHEET LA100
- MODULAR SOIL VAULTS (1 C800)
- CONSTRUCTION LIMITS
- PROPERTY LINE/ROW
- TREE PROTECTION FENCING
- CONSTRUCTION FENCING
- LIGHT POLES
- UTILITY INLETS & MANHOLES

1 SITE LAYOUT PLAN - ZONE 1 ENLARGEMENT
SCALE: 1"=10'-0"

R/S BORA

Consultant: saiki DESIGN

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

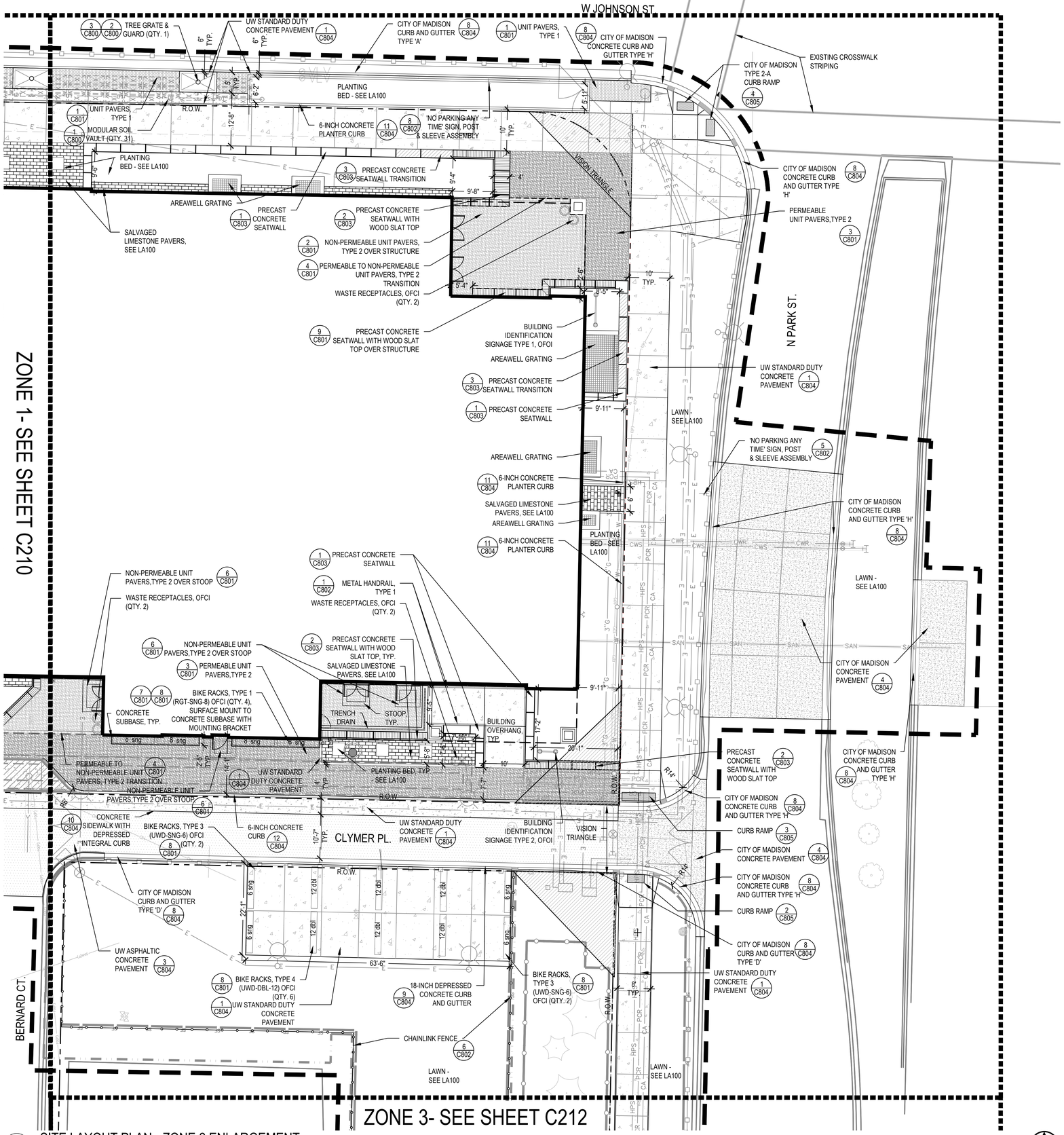
NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

SITE LAYOUT PLAN – ZONE 1 ENLARGEMENT

No.	Date:	Description:

Graphic Scale	5' 10'
DFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C210

1440



1 SITE LAYOUT PLAN - ZONE 2 ENLARGEMENT

SCALE: 1"=10'-0"

NOTES

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R/S BORA
Consultant:
saiki DESIGN

State of Wisconsin
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NEW ACADEMIC BUILDING
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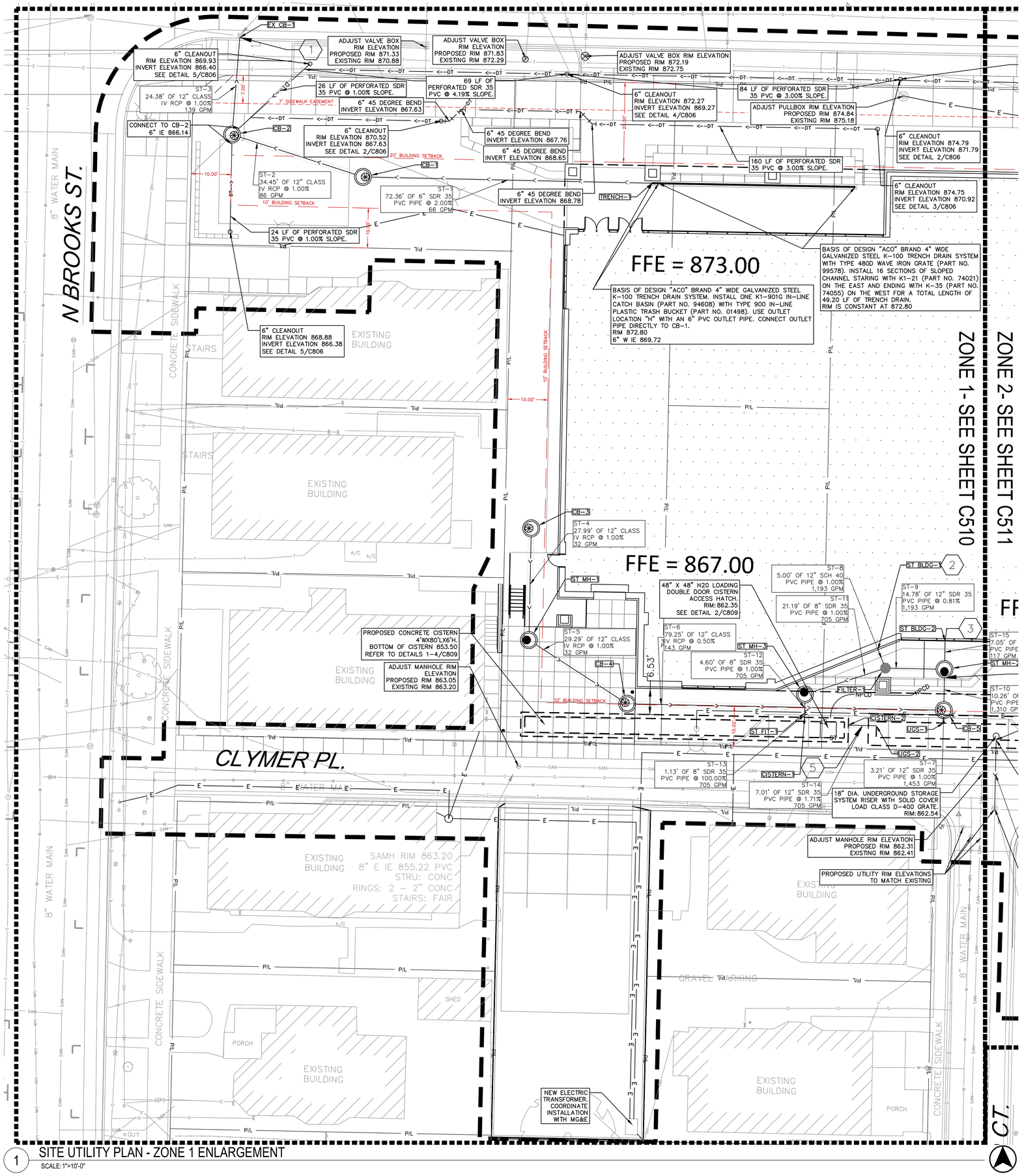
SITE LAYOUT PLAN – ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	5' 10'
RFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C211

1441



1 SITE UTILITY PLAN - ZONE 1 ENLARGEMENT

SCALE: 1"=10'-0"

SITE UTILITY PHASING + OUTAGE NOTES

1. ANY REQUIRED OUTAGES AND PLANNED NEW CONNECTIONS SHALL BE COORDINATED A MINIMUM OF 4 WEEKS IN ADVANCE WITH CITY OF MADISON AND UW MADISON UTILITIES.

Scale: 0 5 10 20

Scale: 1" = 10'

DIGGERS HOTLINE

Dial 811 or (800)242-8511

www.DiggersHotline.com

UTILITY NOTES

CAUTION

KNOWN UTILITY AND POTENTIAL CONFLICTS EXIST WITH EXISTING UNDERGROUND UTILITIES. PRIOR TO UTILITY INSTALLATION, CONTRACTOR TO EXCAVATE AND EXPOSE EXISTING UTILITIES, VERIFY LOCATIONS AND ELEVATIONS, AND CONTACT ENGINEER IF CONFLICTS EXIST WITH PROPOSED CONSTRUCTION AND EXISTING UNDERGROUND UTILITIES.

1. PER PROJECT SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, THE POINT OF COMMENCEMENT FOR THE LAYING OF SEWER PIPE SHALL BE AT THE LOWEST POINT IN THE PROPOSED SEWER LINE. THE PIPE SHALL BE LAID WITH THE BELL END OF THE BELL AND SPIGOT PIPE, OR WITH THE RECEIVING GROOVE END OF THE TONGUE AND GROOVE PIPE, POINTING UPGRADE. WHEN A NEW SEWER IS TO BE CONNECTED TO AN EXISTING SEWER NOT TERMINATING IN A MANHOLE, THE CONTRACTOR SHALL UNCOVER THE EXISTING SEWER TO ALLOW ANY ADJUSTMENTS IN LINE AND GRADE TO BE MADE BEFORE PIPE IS LAID.
2. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES, LOCAL MUNICIPALITY, PROPERTY OWNER, AND DIGGERS HOTLINE. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.
3. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL APPLY FOR AND OBTAIN ALL THEIR REQUIRED PERMITS AND APPROVALS PRIOR TO THE START OF THEIR WORK. CONSULT WITH AND OBTAIN FROM ENGINEER COPIES OF ENGINEERING DESIGN APPROVAL PERMITS, INCLUDING BUT NOT LIMITED TO WDNR, STATE OR LOCAL PLUMBING, WDOT, COUNTY, AND STORM WATER MANAGEMENT.
4. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS SHALL CONTACT DIGGER'S HOTLINE TO ALLOW THEM SUFFICIENT TIME TO LOCATE EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.
5. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR COORDINATING THEIR WORK WITH ALL OTHER CONTRACTORS.
6. FOR ALL WORK, GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR REVIEWING BID DOCUMENTS, VERIFYING THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS.
7. GENERAL CONTRACTOR SHALL MAINTAIN ANY EXISTING DRAINAGE PATTERNS ONCE STRUCTURES ARE REMOVED UNTIL THE PROPOSED STRUCTURES ARE FULLY INSTALLED AND OPERATIONAL.
8. GENERAL CONTRACTOR OR THEIR SUB CONTRACTORS ARE RESPONSIBLE FOR RESTORING ALL AREAS DISTURBED DURING UTILITY INSTALLATIONS TO EXISTING CONDITIONS AT COMPLETION OF INSTALLATION UNLESS OTHERWISE SHOWN ON PLANS. RESTORATION SHALL BE OF AT LEAST EQUAL QUALITY AND/OR WORKMANSHIP TO THAT WHICH WAS DAMAGED UNLESS SPECIFICALLY REQUIRED OTHERWISE BY PLANS OR SPECIFICATIONS. THE COST FOR SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
9. CONTRACTOR SHALL SUBMIT FOR PERMITS TO PLUG EXISTING STORM AND SANITARY SEWER.

KEY INDEX

- PROJECT LIMITS
- STORM MANHOLE (7/C805)
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- TEE
- WATER MAIN VALVE
- 45 DEGREE BEND
- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- CWS — COLD WATER SUPPLY
- CWR — COLD WATER RETURN
- NPCD — NON-POTABLE CISTERN PUMP DISCHARGE
- DT — 6" DRAINTILE
- HPS — HIGH PRESSURE STEAM
- PCR — PUMPED CONDENSATE RETURN
- CA — COMPRESSED AIR
- E — ELECTRIC LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND ELECTRIC CONDUITS AND LOCATIONS WITH THE ELECTRICAL CONTRACTOR. SEE SHEET E005.
- 3"G — 3" GAS LINE. COORDINATE THE EXCAVATION FOR UNDERGROUND GAS LATERAL AND LOCATION WITH MG&E. SEE SHEET M005.

1. SITE UTILITY CONTRACTOR TO CONNECT PROPOSED STORM SEWER TO EXISTING STORM STRUCTURE. CONTRACTOR TO FIELD VERIFY EXACT SIZE, DEPTH, AND LOCATION OF EXISTING STORM STRUCTURE PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF CONFLICTS ARISE.
2. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 12" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
3. SITE UTILITY CONTRACTOR TO PROVIDE CONTINUATION OF 4" PVC STORM SEWER LATERAL AT THE INSIDE OF THE BUILDING WALL. VERIFY EXACT LOCATION AND INVERT IN FIELD.
4. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-10 SOUTH OF ST MH-2.
5. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-14 EAST OF CISTERN-2.
6. SITE UTILITY CONTRACTOR TO INSTALL BACKFLOW PREVENTER ON ST-19 SOUTH OF ST MH-2.
7. NEW ELECTRIC POLE WITH SALVAGED LIGHT FIXTURE. COORDINATE WITH ELECTRICAL CONTRACTOR. REFER TO E005 ELECTRICAL SITE PLAN FOR MORE INFORMATION.
8. RELOCATED TRAFFIC CONTROL BOX LOCATION.
9. TEMPORARY TRAFFIC CONTROL BOX AND TEMPORARY WOOD POLE WITH OVERHEAD WIRES LOCATION. TEMPORARY TRAFFIC CONTROL BOX TO REMAIN UNTIL TRAFFIC CONTROL BOX AT PROPOSED LOCATION IS INSTALLED AND OPERATIONAL. INSTALL TYPE 7 HAND HOLE OVER EXISTING TRAFFIC CONTROL BOX LOCATION. CONTRACTOR TO COORDINATE WITH MG&E.

R/S BORA

Consultant:

kapur

400 E. Wisconsin Ave.
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State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

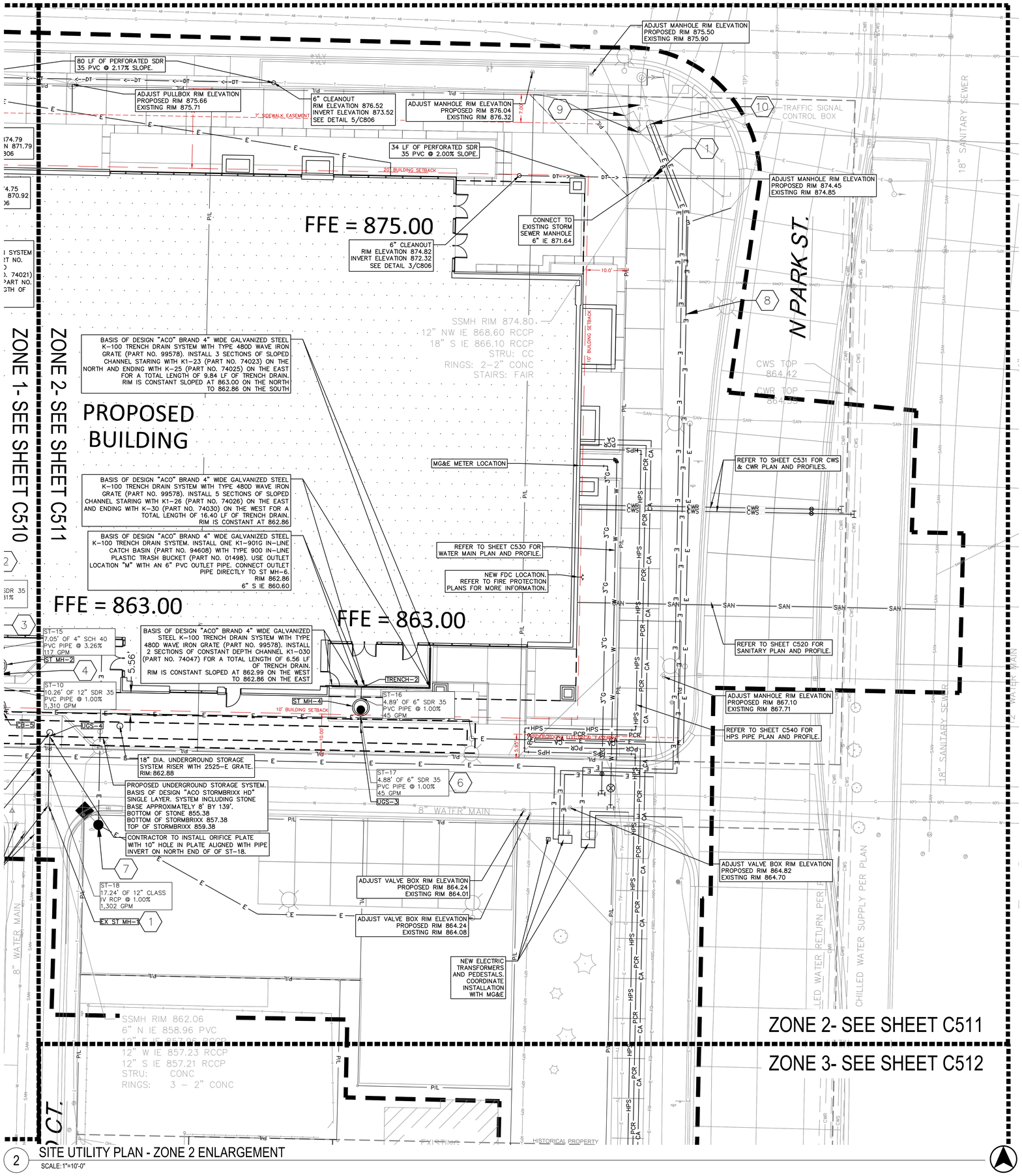
SITE UTILITY PLAN – ZONE 1 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	0' 2.5' 5' 10' 15'
DFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C510

1442



2 SITE UTILITY PLAN - ZONE 2 ENLARGEMENT

SCALE: 1"=10'-0"

SITE UTILITY PHASING + OUTAGE NOTES

1. ANY REQUIRED OUTAGES AND PLANNED NEW CONNECTIONS SHALL BE COORDINATED A MINIMUM OF 4 WEEKS IN ADVANCE WITH CITY OF MADISON AND UW MADISON UTILITIES.

Scale: 0 5 10 20

Scale: 1" = 10'

DIGGERS HOTLINE

Dial 811 or (800)242-8511

www.DiggersHotline.com

UTILITY NOTES

CAUTION

KNOWN UTILITY AND POTENTIAL CONFLICTS EXIST WITH EXISTING UNDERGROUND UTILITIES. PRIOR TO UTILITY INSTALLATION, CONTRACTOR TO EXCAVATE AND EXPOSE EXISTING UTILITIES, VERIFY LOCATIONS AND ELEVATIONS, AND CONTACT ENGINEER IF CONFLICTS EXIST WITH PROPOSED CONSTRUCTION AND EXISTING UNDERGROUND UTILITIES.

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10. TEMPORARY TRAFFIC CONTROL BOX LOCATION.

R/S BORA

Consultant:

kapur

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Milwaukee, WI 53202
www.kapurinc.com

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

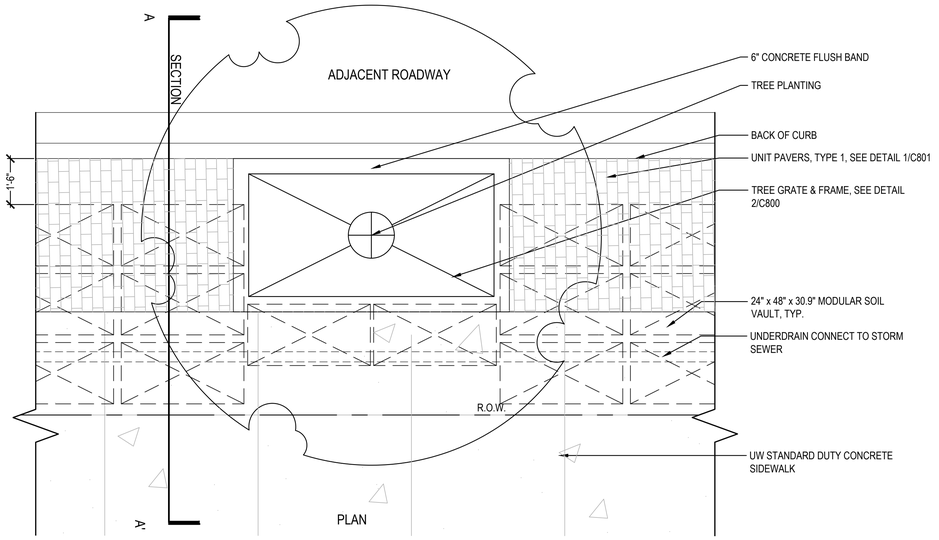
NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

SITE UTILITY PLAN - ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale	0' 2.5' 5' 10' 15'
DFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C511

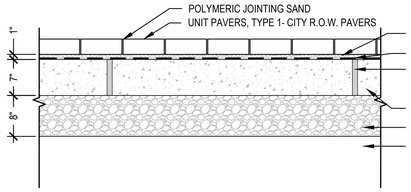


NOTES:

1. PREFERRED CONFIGURATION OF MODULAR SOIL VAULTS SHOWN TO SURROUND TREE PLANTING AS INDICATED ON THE SITE LAYOUT PLANS. FIELD COORDINATE FINAL PLACEMENT OF SOIL VAULTS WITH ALL PUBLIC AND PRIVATE UTILITIES. ANY DEVIATION FROM PREFERRED CONFIGURATION TO BE REVIEWED BY LANDSCAPE ARCHITECT. FIELD ADJUST SOIL VAULT LOCATIONS TO AVOID UTILITY CONFLICTS AS APPROVED BY LANDSCAPE ARCHITECT.
2. PROVIDE SHOP DRAWINGS.
3. SPACE MODULAR SOIL VAULTS 1" MIN. TO 6" MAX. APART.
4. SEE SECTION 32 36 00 - SITE FURNISHINGS & SPECIALTY ITEMS FOR MODULAR SOIL VAULT PRODUCT INFORMATION.
5. INSTALL MODULAR SOIL VAULTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPROVED SHOP DRAWINGS.

1 MODULAR SOIL VAULT

SCALE:NOT TO SCALE

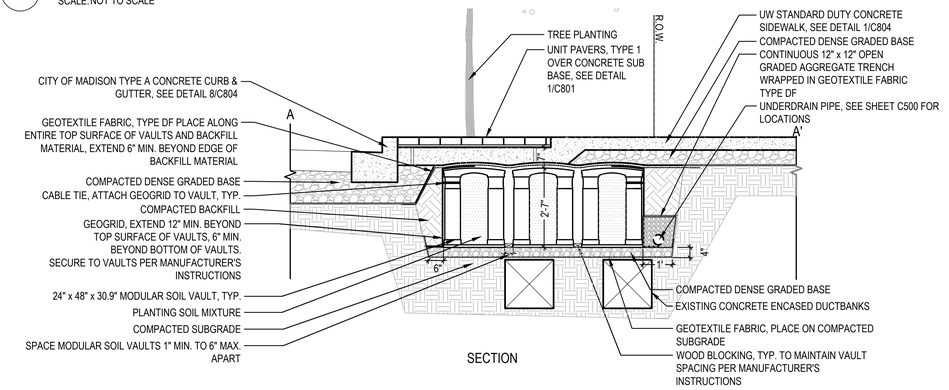


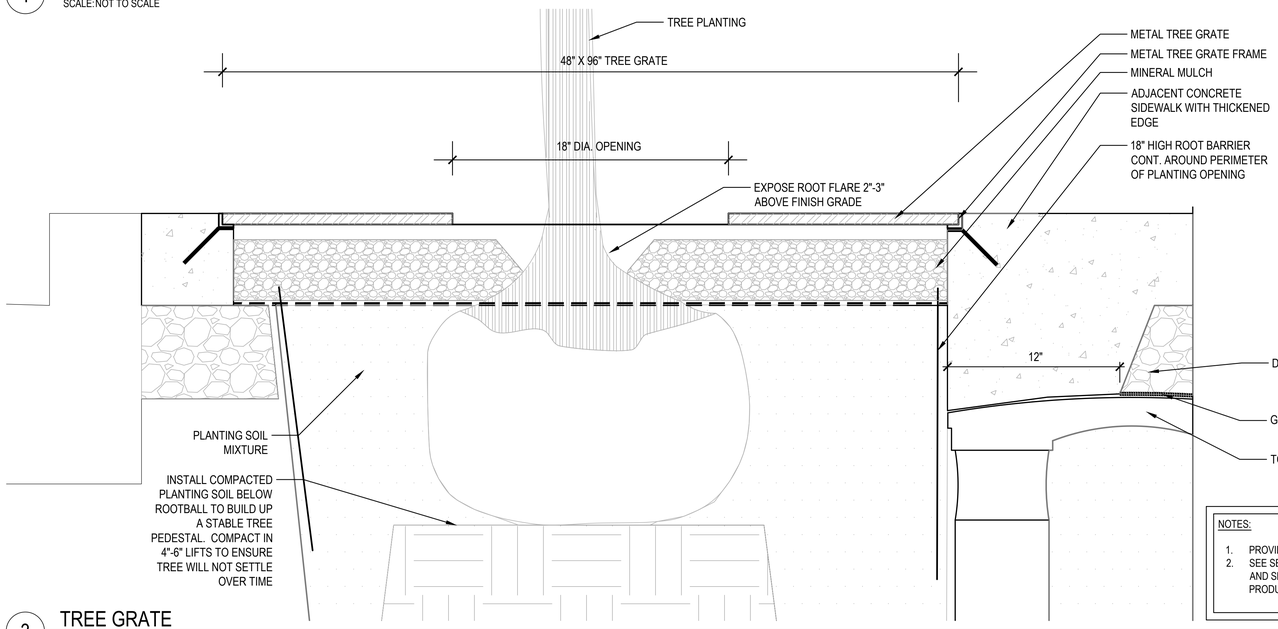
NOTES:

1. MOCK-UPS REQUIRED.
2. SEE SECTION 32 14 00- CONCRETE UNIT PAVING FOR UNIT PAVER PRODUCT INFORMATION.

2 UNIT PAVERS TYPE 1- NON-PERMEABLE CITY R.O.W.

SCALE:NOT TO SCALE



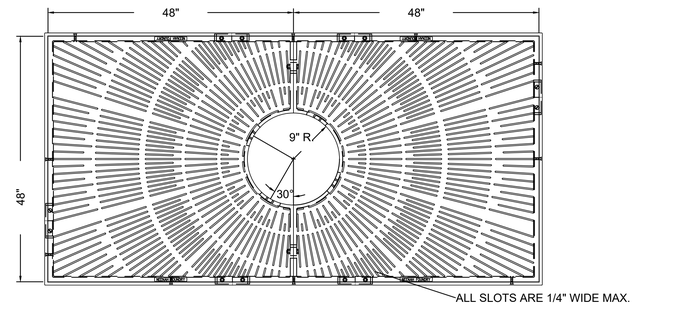


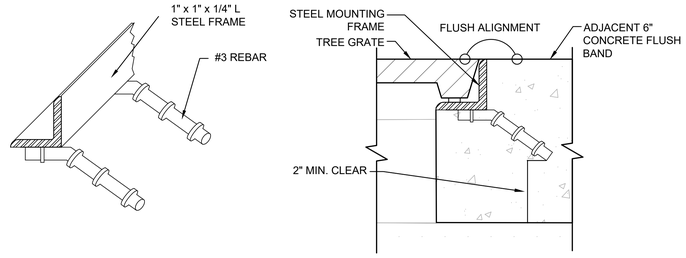
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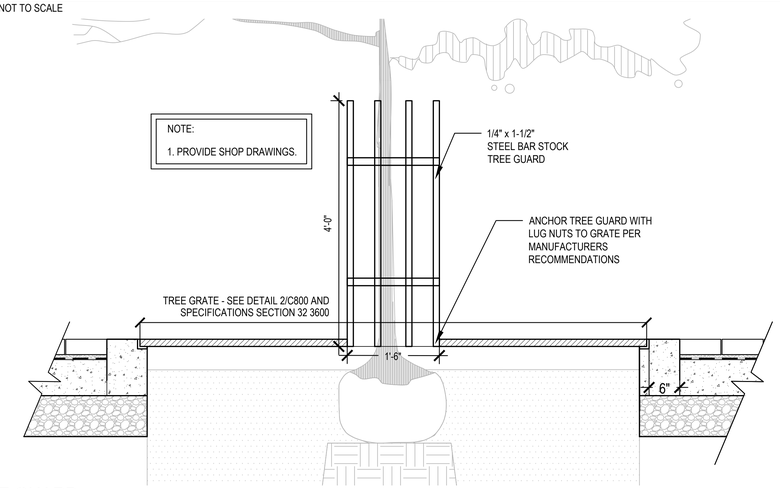
1. PROVIDE SHOP DRAWINGS.
2. SEE SECTION 32 36 00 - SITE FURNISHINGS AND SPECIALTY ITEMS FOR TREE GRATE PRODUCT INFORMATION.

3 TREE GRATE

SCALE:NOT TO SCALE

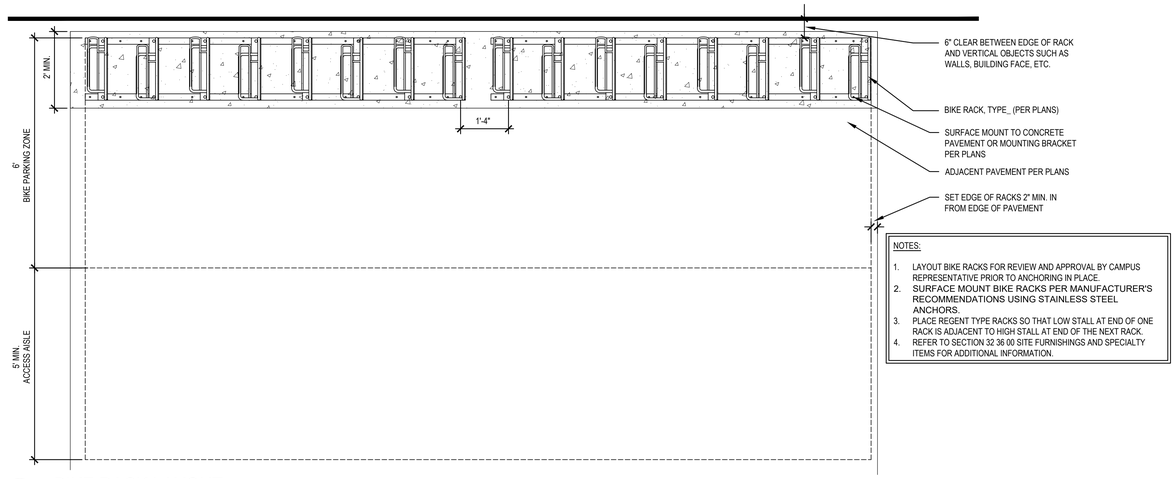






4 TREE GUARD

SCALE:NOT TO SCALE



NOTES:

1. LAYOUT BIKE RACKS FOR REVIEW AND APPROVAL BY CAMPUS REPRESENTATIVE PRIOR TO ANCHORING IN PLACE.
2. SURFACE MOUNT BIKE RACKS PER MANUFACTURER'S RECOMMENDATIONS USING STAINLESS STEEL ANCHORS.
3. PLACE REGENT TYPE RACKS SO THAT LOW STALL AT END OF ONE RACK IS ADJACENT TO HIGH STALL AT END OF THE NEXT RACK.
4. REFER TO SECTION 32 36 00 SITE FURNISHINGS AND SPECIALTY ITEMS FOR ADDITIONAL INFORMATION.

5 BIKE RACK LAYOUT

SCALE:NOT TO SCALE

R/S BORA

Consultant:

saiki DESIGN

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

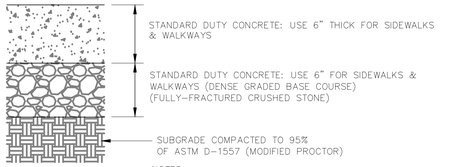
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UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

SITE DETAILS

Revisions:

No.	Date:	Description:

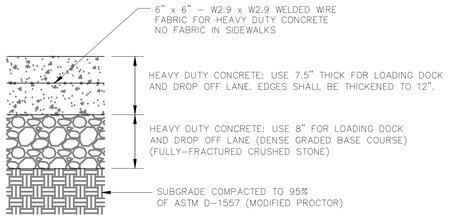
Graphic Scale	NOT TO SCALE
RFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C800



NOTES:

DUE TO EXISTING FILL, SILT, AND CLAY PRESENT, UNDERCUTTING OR STABILIZATION MAY BE REQUIRED TO ESTABLISH FIRM AND PAVEMENT SUBGRADES. WHERE UNSUITABLE SOILS ARE ENCOUNTERED, A MINIMUM OF 12 IN. OF UNDERCUTTING SHOULD OCCUR WITH REPLACEMENT OF 12 IN. OF ADDITIONAL COARSE AGGREGATE OVER BIAXIAL GEOGRID. CONTRACTOR TO INCLUDE CONTINGENCY FOR SUBGRADE UNDERCUTTING/STABILIZATION.

1 C804 **UW STANDARD DUTY CONCRETE**
N.T.S.

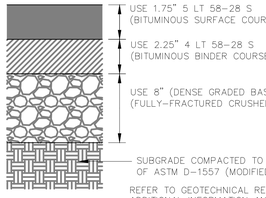


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2. DROP OFF LANE CONCRETE TO BE COLORED DARK GRAY PER SPEC. 32 13 13 – CONCRETE PAVING.

2 C804 **UW HEAVY DUTY CONCRETE**
N.T.S.



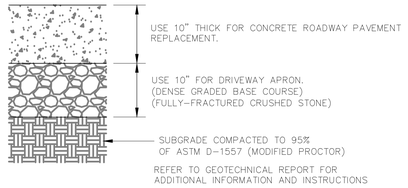
REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION AND INSTRUCTIONS

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2. PAVEMENT REPLACEMENT IN CLYMER PL. TO FOLLOW UW ASPHALTIC CONCRETE SECTION.

3 C804 **UW ASPHALTIC CONCRETE PAVEMENT**
N.T.S.

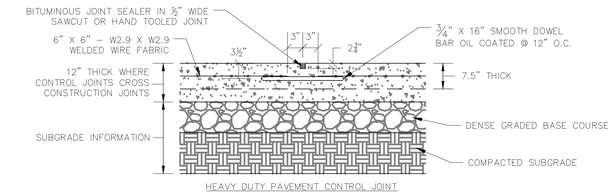


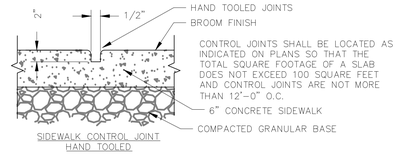
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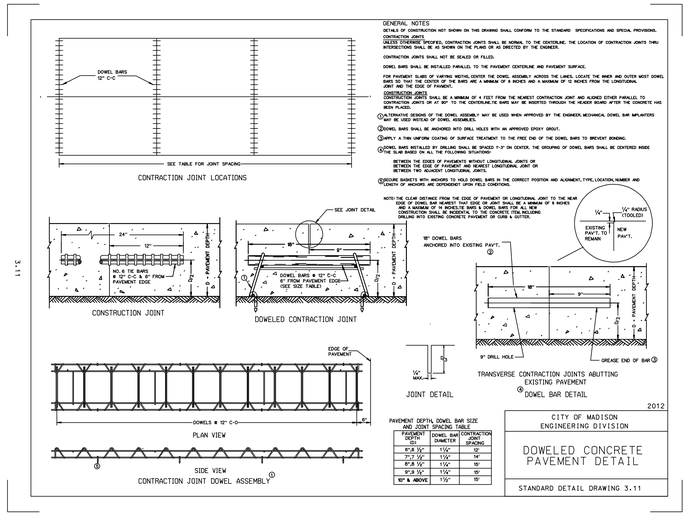
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4 C804 **CITY OF MADISON CONCRETE SIDEWALK/SLAB (ONLY FOR WORK IN ROW)**
N.T.S.



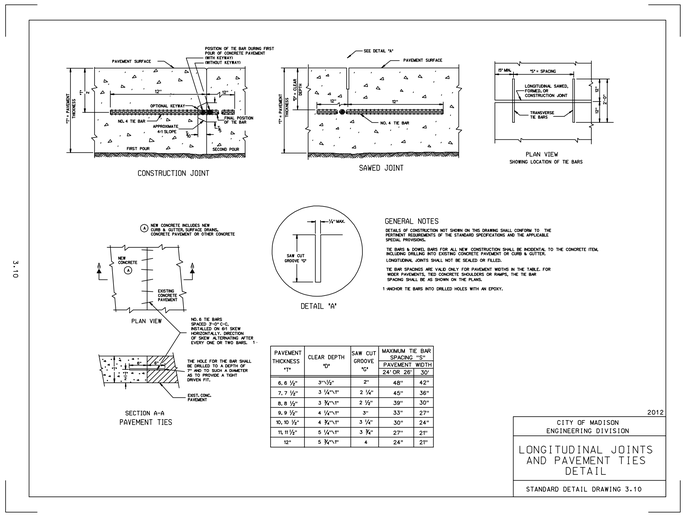


5 C804 **UW CONTROL & CONSTRUCTION JOINT DETAILS**
N.T.S.



PAVEMENT DEPTH	DOWEL BAR SIZE AND DIAMETER	JOINT SPACING TABLE CONTRACTION JOINT SPACING
6"-8 ½"	1 ¼"	12'
7"-7 ½"	1 ¼"	14'
8"-8 ½"	1 ¼"	15'
9"-9 ½"	1 ¼"	15'
10" & ABOVE	1 ½"	15'

6 C804 **DOWELED CONCRETE PAVEMENT DETAIL (CITY OF MADISON ROW ONLY)**
N.T.S.



GENERAL NOTES

DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

TIE BARS & DOWEL BARS FOR ALL NEW CONSTRUCTION SHALL BE INCIDENTAL TO THE CONCRETE ITEM. INCLUDING DRILLING INTO EXISTING CONCRETE PAVEMENT OR CURB & GUTTER.

LONGITUDINAL JOINTS SHALL NOT BE SEALED OR FILLED.

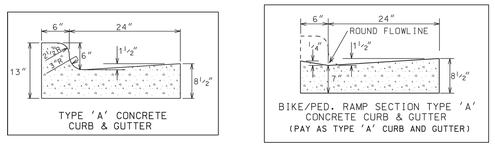
TIE BAR SPACINGS ARE VALID ONLY FOR PAVEMENT WIDTHS IN THE TABLE. FOR WIDER PAVEMENTS, TIED CONCRETE SHOULDERS OR RAMPS, THE TIE BAR SPACING SHALL BE AS SHOWN ON THE PLANS.

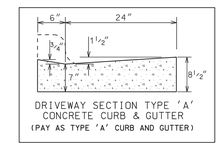
1 ANCHOR TIE BARS INTO DRILLED HOLES WITH AN EPOXY.

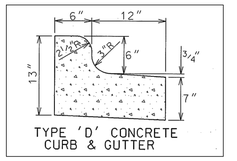
PAVEMENT THICKNESS "T"	CLEAR DEPTH "D"	SAW CUT GROOVE "G"	MAXIMUM TIE BAR SPACING "S" PAVEMENT WIDTH 24' OR 20'	30'
6, 6 ½"	3"-5½"	2"	48"	42"
7, 7 ½"	3 ½"-6½"	2 ½"	45"	36"
8, 8 ½"	3 ½"-7½"	2 ½"	39"	30"
9, 9 ½"	4 ½"-7½"	3"	33"	27"
10, 10 ½"	4 ½"-7½"	3 ½"	30"	24"
11, 11 ½"	5 ½"-7½"	3 ½"	27"	21"
12"	5 ½"-7½"	4	24"	21"

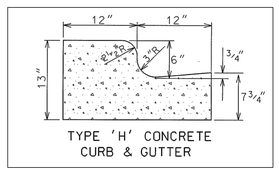
CITY OF MADISON
ENGINEERING DIVISION
LONGITUDINAL JOINTS AND PAVEMENT TIES DETAIL
STANDARD DETAIL DRAWING 3.10
2012

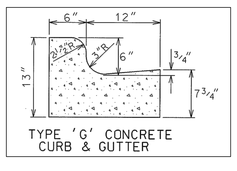
7 C804 **LONGITUDINAL JOINTS AND PAVEMENT TIES DETAIL**
N.T.S. (CITY OF MADISON ROW ONLY)











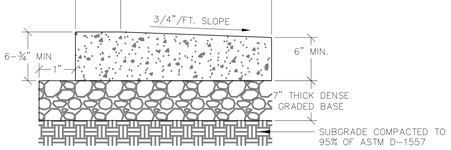
GENERAL NOTES:

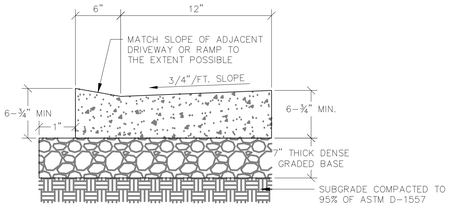
LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15' NOR LESS THAN 6' IN LENGTH. THE JOINTS SHALL BE A MINIMUM OF 3" IN DEPTH

EXPANSION JOINTS SHALL BE PLACED TRANSVERSLY AT RADIUS POINTS ON CURVES OF RADIUS 200' OR LESS, AND AT ANGLE POINTS, OR AS DIRECTED BY THE ENGINEER. THE EXPANSION JOINT SHALL BE A ONE PIECE ASPHALTIC MATERIAL HAVING THE SAME DIMENSIONS AS CURB & GUTTER AT THAT STATION AND BE ½" THICK.

IN ALL CASES, CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE

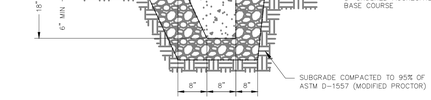
8 C804 **CITY OF MADISON CURB AND GUTTER DETAILS**
N.T.S.

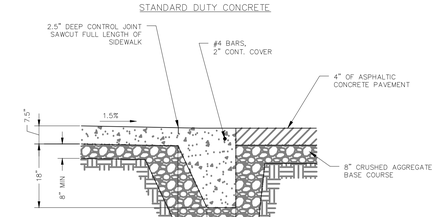




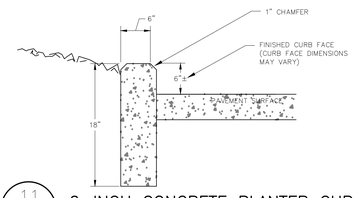
*CURB HEIGHT MAY VARY. SEE SITE GRADING PLAN FOR EXACT CURB HEIGHTS. CONTACT ENGINEER WITH ANY QUESTIONS THAT ARISE. PROVIDE CONSTRUCTION JOINTS BETWEEN 10-FEET AND 300-FEET.

9 C804 **18-INCH DEPRESSED CONCRETE CURB & GUTTER**
N.T.S.

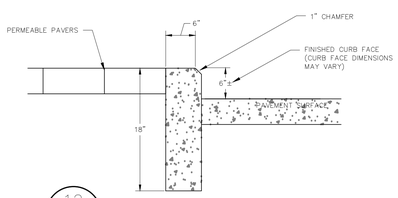




10 C804 **CONCRETE SIDEWALK WITH DEPRESSED INTEGRAL CURB**
N.T.S.



11 C804 **6-INCH CONCRETE PLANTER CURB**
N.T.S.



12 C804 **6-INCH CONCRETE CURB**
N.T.S.

R/S BORA
Consultant:
kapur
400 E. Wisconsin Ave.
Milwaukee, WI 53202
www.kapurinc.com

State of Wisconsin
Department of Administration
Division of Facilities Development
232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

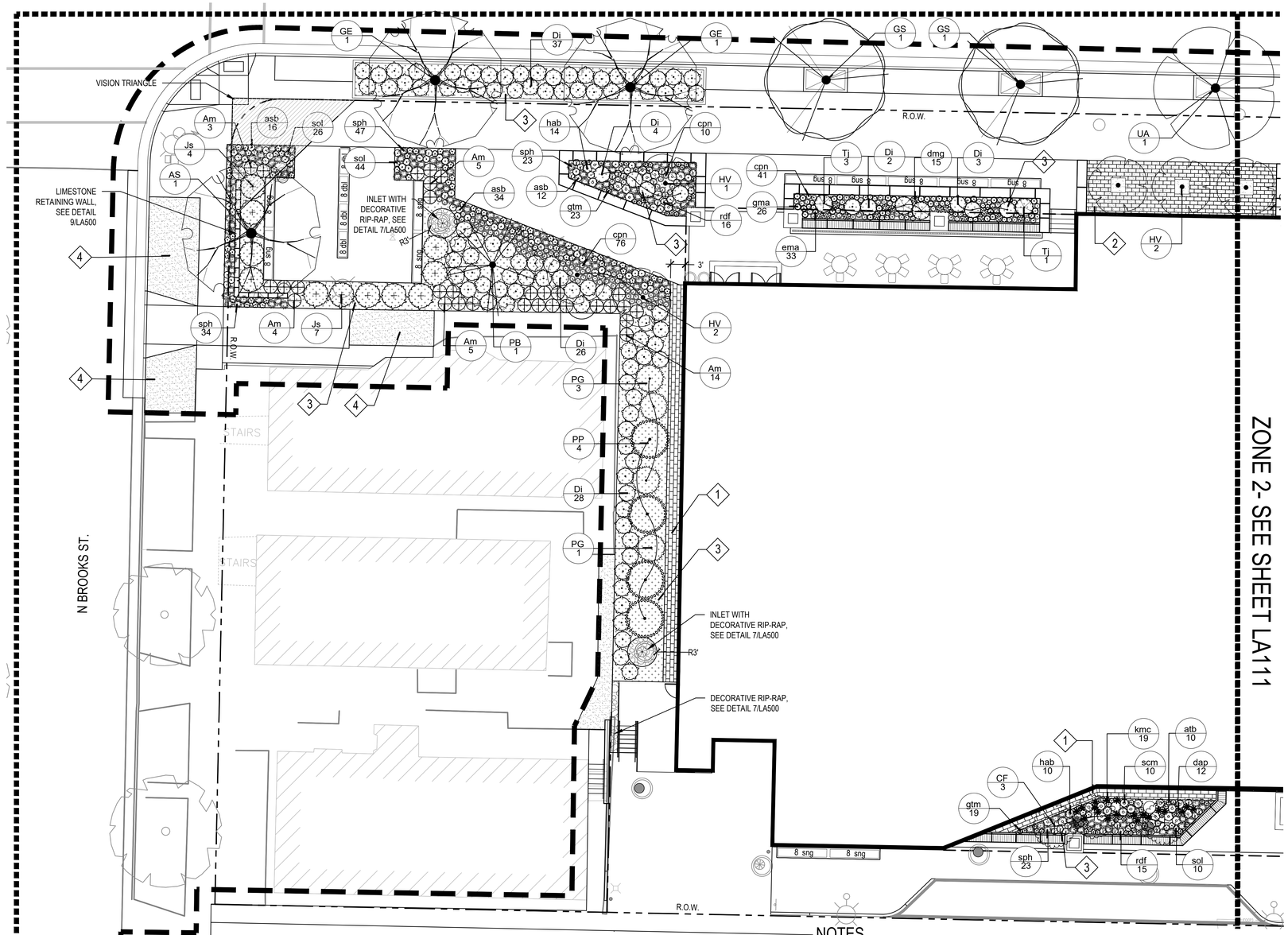
SITE DETAILS

Revisions:

No.	Date:	Description:

Graphic Scale	NOT TO SCALE
DFD Number	20K1G-01
Set Type	LUA
Date Issued	05/22/2023
Sheet Number	C804

1445



PLANT SCHEDULE

EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CONT.	SIZE	QTY
	PG	Picea glauca 'JN Select' / Midway White Spruce	B&B	6` HT (MIN.)	4
	PP	Picea glauca 'Pendula' / Weeping White Spruce	B&B	6` HT (MIN.)	4
	PB	Pinus strobus / White Pine	B&B	6` HT (MIN.)	1
ORNAMENTAL TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	CF	Carpinus caroliniana `J.N. Upright` / Firespire Musclewood	B&B	2" Cal	3
	HV	Hamamelis virginiana / Common Witch Hazel	B&B	2" Cal	5
SHADE TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	AS	Acer saccharum / Sugar Maple	B&B	2" Cal	1
	GS	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Honeylocust	B&B	2" Cal	2
	GE	Gymnocladus dioica `Espresso` / Espresso Coffeetree	B&B	2" Cal	2
	UA	Ulmus americana 'Princeton' / Princeton American Elm	B&B	2" Cal	1
DECIDUOUS SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Am	Aronia melanocarpa 'UCONNAM166' / Low Scape Hedger® Black Chokeberry	5 gal	CONT.	31
	Di	DierVilla lonicera / Dwarf Bush Honeysuckle	3 gal	CONT.	100
EVERGREEN SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Js	Juniperus chinensis `Sea Green` / Sea Green Juniper	5 gal	CONT.	11
	Tj	Tsuga canadensis `Jeddeloh` / Jeddeloh Eastern Hemlock	5 gal	CONT.	4
HERBACEOUS PERENNIALS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	asb	Allium tanguticum `Summer Beauty` / Summer Beauty Allium	1 gal	CONT.	62
	atb	Asclepias tuberosa / Butterfly Milkweed	1 gal	CONT.	10
	dap	Dalea purpurea / Purple Prairie Clover	1 gal	CONT.	12
	dmg	Dryopteris marginalis / Marginal Shield Fern	1 gal	CONT.	15
	ema	Eurybia macrophylla / Bigleaf Aster	1 gal	CONT.	33
	gma	Geranium maculatum / Spotted Geranium	1 gal	CONT.	26
	gtm	Geum triflorum / Prairie Smoke	1 gal	CONT.	42
	hab	Heuchera macrorhiza `Autumn Bride` / Autumn Bride Coral Bells	1 gal	CONT.	24
	rdf	Rudbeckia fulgida 'Blovl' / Viette's Little Suzy Coneflower	1 gal	CONT.	31
	sol	Symphyotrichum oolentangiense / Sky Blue Aster	1 gal	CONT.	80
ORNAMENTAL GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	cpn	Carex pensylvanica / Pennsylvania Sedge	1 gal	CONT.	127
	kmc	Koeleria macrantha / Prairie Junegrass	1 gal	CONT.	19
	scm	Schizachyrium scoparium / Little Bluestem	1 gal	CONT.	10
	sph	Sporobolus heterolepis / Prairie Dropseed	1 gal	CONT.	127

LEGEND

- SALVAGED LIMESTONE PAVER MAINTENANCE EDGE, SEE DETAIL 10/LA500
- SALVAGED LIMESTONE PAVERS WITH PLANTED PLUGS, SEE DETAIL 8/LA500
- MIXED PLANTING BED WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH
- SOD
- 4" DIAMETER TREE MULCH RING WITH 3" DEPTH TWICE SHREDDED HARDWOOD BARK MULCH
- CONSTRUCTION LIMITS
- PROPERTY LINE R.O.W.
- TREE PROTECTION FENCE
- CONSTRUCTION FENCING
- LIGHT POLES
- INLETS

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1 LANDSCAPE PLAN - ZONE 1 ENLARGEMENT
SCALE: 1"=10'-0"

1446

R/S BORA

Consultant:
saiki DESIGN

WISCONSIN
Abbie Mollien
LA-673
Madison
Wisconsin
LANDSCAPE ARCHITECT
5/10/2023

State of Wisconsin
Department of Administration
Division of Facilities Development

232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

LANDSCAPE PLAN – ZONE 1 ENLARGEMENT

Revisions:

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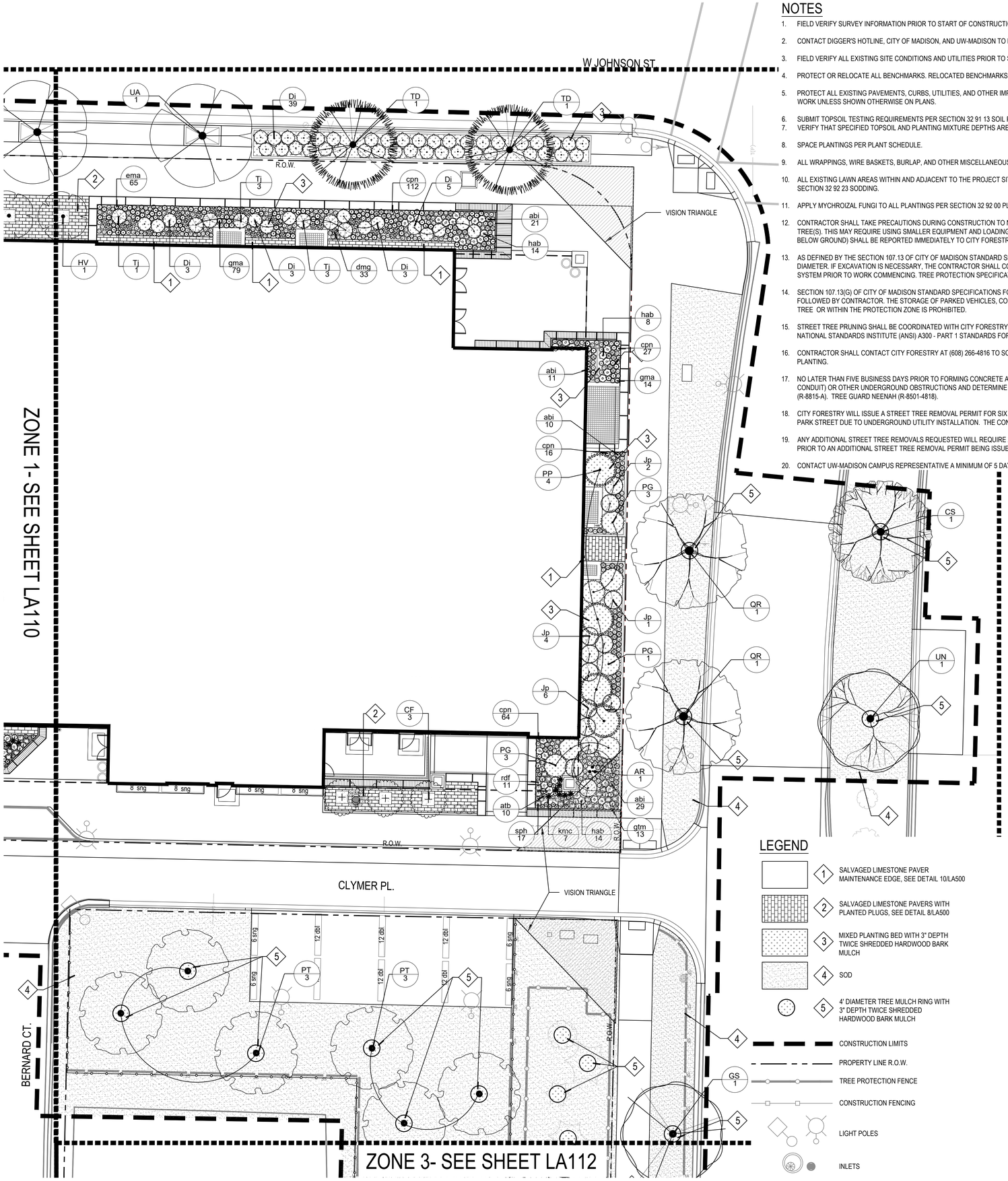
Graphic Scale: 5' 10'

DFD Number: 20K1G-01

Set Type: LUA

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- CONSTRUCTION LIMITS
- PROPERTY LINE R.O.W.
- TREE PROTECTION FENCE
- CONSTRUCTION FENCING
- LIGHT POLES
- INLETS

PLANT SCHEDULE

EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	CONT.	SIZE	QTY
	PG	Picea glauca 'JN Select' / Midway White Spruce	B&B	6` HT (MIN.)	7
	PP	Picea glauca 'Pendula' / Weeping White Spruce	B&B	6` HT (MIN.)	4
ORNAMENTAL TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	AR	Amelanchier x grandiflora `Robin Hill` / Robin Hill Serviceberry	B&B	6` HT (MIN.) UPRIGHT MULTI-STEM	1
	CF	Carpinus caroliniana `J.N. Upright` / Firespire Musclewood	B&B	2" Cal	3
	HV	Hamamelis virginiana / Common Witch Hazel	B&B	2" Cal	1
SHADE TREES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT.**	**SIZE**	**QTY**
	CS	Catalpa speciosa / Northern Catalpa	B&B	2" Cal	1
	GS	Gleditsia triacanthos inermis `Shademaster` TM / Shademaster Honeylocust	B&B	2" Cal	1
	PT	Populus tremuloides / Quaking Aspen	B&B	2" Cal	6
	QR	Quercus muehlenbergii / Chinkapin Oak	B&B	2" Cal	2
	TD	Taxodium distichum / Bald Cypress	B&B	2" Cal	2
	UN	Ulmus americana 'New Harmony' / New Harmony American Elm	B&B	2" Cal	1
	UA	Ulmus americana 'Princeton' / Princeton American Elm	B&B	2" Cal	1
DECIDUOUS SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Di	Diervilla lonicera / Dwarf Bush Honeysuckle	3 gal	CONT.	53
EVERGREEN SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Jp	Juniperus chinensis `Pfitzeriana Kallay` / Kallays Compact Pfitzer Juniper	5 gal	CONT.	13
	Tj	Tsuga canadensis `Jeddeloh` / Jeddeloh Eastern Hemlock	5 gal	CONT.	7
HERBACEOUS PERENNIALS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	abi	Amsonia tabernaemontana `Blue Ice` / Blue Ice Blue Star	1 gal	CONT.	71
	atb	Asclepias tuberosa / Butterfly Milkweed	1 gal	CONT.	10
	dmg	Dryopteris marginalis / Marginal Shield Fern	1 gal	CONT.	33
	ema	Eurybia macrophylla / Bigleaf Aster	1 gal	CONT.	65
	gma	Geranium maculatum / Spotted Geranium	1 gal	CONT.	93
	gtm	Geum triflorum / Prairie Smoke	1 gal	CONT.	13
	hab	Heuchera macrorhiza `Autumn Bride` / Autumn Bride Coral Bells	1 gal	CONT.	36
	rdf	Rudbeckia fulgida 'Blovi' / Viette's Little Suzy Coneflower	1 gal	CONT.	11
ORNAMENTAL GRASSES	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	cpn	Carex pensylvanica / Pennsylvania Sedge	1 gal	CONT.	219
	kmc	Koeleria macrantha / Prairie Junegrass	1 gal	CONT.	7
	sph	Sporobolus heterolepis / Prairie Dropseed	1 gal	CONT.	17

1 LANDSCAPE PLAN - ZONE 2 ENLARGEMENT
SCALE: 1"=10'-0"

R/S BORA
Consultant: saiki DESIGN
Abbie Mollien LA-673 Madison Wisconsin LANDSCAPE ARCHITECT
5/10/2023

State of Wisconsin
Department of Administration
Division of Facilities Development
232 N. PARK ST.
MADISON, WI 53715

NEW ACADEMIC BUILDING
LEVY HALL
UNIVERSITY OF WISCONSIN - MADISON
MADISON, WISCONSIN

LANDSCAPE PLAN – ZONE 2 ENLARGEMENT

Revisions:

No.	Date:	Description:

Graphic Scale: 5' 10'
DFD Number: 20K1G-01
Set Type: LUA
Date Issued: 05/22/2023
Sheet Number: LA111

1447

City of Madison

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

Master

File Number: 90233

File ID:	90233	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	10/01/2025
File Name:	Amending the 2025 adopted operating budget for the City of Madison Fire Department to accept $66,840.91 of grant funding from the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the 2024 Assistance to Firefighters Grant.			**Final Action:**	

Title: Amending the 2025 adopted operating budget for the City of Madison Fire Department to accept $66,840.91 of grant funding from the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the 2024 Assistance to Firefighters Grant (AFG).

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:	FEMA AFG - Award Package.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	bsloat@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	10/01/2025	Referred for Introduction				
	Action Text:	This Resolution was Referred for Introduction					
	Notes:	Finance Committee (10/13/25), Common Council (10/28/25)					

Text of Legislative File 90233

Fiscal Note

The proposed resolution authorizes the acceptance of a $66,840.91 grant from FEMA and amends the City of Madison Fire Department's 2025 adopted operating budget by the same amount. The granting period runs for two years, through September 26, 2027, and funds the purchase of approximately 17 complete sets of firefighter turnout gear. This grant requires a 10% match of non-federal funds, totaling $6,684.09. Funds for the 10% match are available in the Madison Fire Department's current budget appropriation for turnout gear. No additional city appropriation is required.

Title

Amending the 2025 adopted operating budget for the City of Madison Fire Department to accept $66,840.91 of grant funding from the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the 2024 Assistance to Firefighters Grant (AFG).

Body

WHEREAS, the City of Madison Fire Department (MFD) applied for FEMA's Fiscal Year 2024 Assistance to Firefighters Grant in early 2025 and was subsequently awarded the grant on September 20, 2025;

WHEREAS, the scope of the awarded project is the purchase of approximately 17 complete sets of turnout gear that will replace some of MFD's inventory of turnout gear at the end of their useful life;

WHEREAS, the performance and budget period for the project is September 27, 2025 to September 26, 2027;

WHEREAS, the total awarded amount is $66,840.91, which requires a 10% match of non-federal funds, resulting in a total project budget of $73,525.00;

WHEREAS, MFD will use current budget appropriation for turnout gear purchasing in the amount of $6,684.09 to meet the 10% match;

WHEREAS, FEMA requires establishment of acceptance of the award through the FEMA Grants Outcome (GO) system within 30 days of the award date;

WHEREAS, the grant acceptance form includes legal terms, obligations, and commitments from the City of Madison and requires a signature from an authorized representative from the City to sign such grant agreements;

WHEREAS, the City of Madison Fire Department staff can attest to the validity and veracity of the statements and representations contained in the grant application and workplan approved by FEMA;

WHEREAS, the granting agency requires the City to sign a contract, grant agreement, and/or other documents binding the City to certain obligations;

WHEREAS, these obligations have been reviewed by the City of Madison Finance Department and Attorney's Office;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council authorizes the City of Madison to accept a $66,840.91 of Assistance to Firefighters Grant funding from the Department of Homeland Security, Federal Emergency Management Agency (FEMA) and authorizes the Mayor and City Clerk, or designee(s), to sign any requisite agreements with FEMA to formally accept the funds;

BE IT FURTHER RESOLVED, that the Madison Fire Department's 2025 adopted operating budget is amended to appropriate $66,840.91 in federal grant revenue in the Fire and EMS Operations service and to increase supplies and purchased services in a commensurate amount;

BE IT FINALLY RESOLVED, that the City of Madison Fire Chief, or designee, is authorized to sign related paperwork or forms that are not part of the grant agreement or that are provided after the Mayor and City Clerk, or designee(s), sign the initial grant agreement, provided that any legal terms included in those forms are reviewed by the City Attorney.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025

Brent Sloat
CITY OF MADISON
210 MARTIN LUTHER KING JR BLVD ROOM 406
MADISON, WI 53703

EMW-2024-FG-08045

Dear Brent Sloat,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of $66,840.91 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or $6,684.09 for a total approved budget of $73,525.00. Please see the FY 2024 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF MADISON
UEI-EFT: FS3AZ3FV8JG8
Award number: EMW-2024-FG-08045

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$73,525.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect charges	$0.00
Federal	$66,840.91
Non-federal	$6,684.09
Total	$73,525.00
Program Income	$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Complete Set of Turnout Gear

DESCRIPTION

A complete set of turnout gear for the Madison Fire Department includes Honeywell TAILS structural firefighting gear: a coat, pants, integrated bailout harness, and suspenders. This gear provides advanced protection and functionality during fire suppression and rescue operations. The Honeywell TAILS Coat features a three-layer construction: a fire-resistant outer shell, a moisture barrier for water protection and breathability, and a thermal liner to reduce heat stress. Reinforced elbows and cuffs enhance durability, while ergonomic shoulders allow greater mobility. Reflective striping improves visibility, and multiple pockets provide storage for essential tools. The Honeywell TAILS Pants offer similar three-layer construction and include reinforced knees for durability during kneeling and crawling. Adjustable closures ensure a secure fit, and integrated leg gaiters seal out debris. Tool-specific pockets enhance utility, while the integrated bailout harness supports rapid emergency evacuations. The Suspenders are heavy-duty and adjustable, providing a secure, comfortable fit and minimizing discomfort during strenuous activity. This Honeywell TAILS turnout gear meets NFPA 1971 standards, ensuring firefighters have the protection and performance needed in critical situations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	17	$4,325.00	$73,525.00	Equipment

Agreement Articles

Program: Fiscal Year 2024 Assistance to Firefighters Grant
Recipient: CITY OF MADISON
UEI-EFT: FS3AZ3FV8JG8
Award number: EMW-2024-FG-08045

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Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.
Article 55	**Award Performance Goals** FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 56 **Payment Information (Updated)**

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

• Is funding provided directly or indirectly to a subrecipient?

• If no, include statement "This grant funding is not being directed to a subrecipient."

• If yes, provide the following details:

• The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.

• Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.

• Whether the payment request includes an activity involving support to aliens?

• Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant’s NOFO, award terms, and applicable federal regulations.

Article 57 **Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

	8. Effects of Suspension and Termination The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 58	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award: Termination of a Federal Award The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMW-2024-FG-08045	N/A	396005507	AWARD	WX02143N2025T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
CITY OF MADISON 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Coordinator	10a. Phone No.
Brent Sloat	6082664777	Assistance to Firefighters Grant Program	1-866-274-0960

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
09/20/2025	OTHER - FEMA GO	COST SHARING	**Performance Period** 09/27/2025 to 09/26/2027 **Budget Period** 09/27/2025 to 09/26/2027

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2025-FF-GB01 - P410-xxxx-4101-D	$0.00	$66,840.91	$66,840.91	$6,684.09
		Totals	$0.00	$66,840.91	$66,840.91	$6,684.09

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate	DATE 09/20/2025

City of Madison

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

Master

File Number: 90234

File ID:	90234	**File Type:**	Resolution	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	10/01/2025
File Name:	Approving an agreement between the County of Dane and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for the annual costs associated with using the Elite Platform services provided by ImageTrend, LLC.			**Final Action:**	

Title: Approving an agreement between the County of Dane and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for the annual costs associated with using the Elite Platform services provided by ImageTrend, LLC.

Notes:

Sponsors:	Satya V. Rhodes-Conway	**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	bsloat@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	10/01/2025	Referred for Introduction				

Action Text: This Resolution was Referred for Introduction
Notes: Finance Committee (10/13/25), Common Council (10/28/25)

Text of Legislative File 90234

Fiscal Note

The proposed resolution authorizes a contract between Dane County and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for using the Elite Platform from ImageTrend for their incident reporting system. The reimbursement will be up to $31,000 in 2025 and allows for increases for annual increases commensurate with annual increases paid by the City. Funding is available in the Madison Fire Department's 2025 Adopted Operating Budget to pay the ImageTrend annual invoice. No additional city appropriation is required.

Title

Approving an agreement between the County of Dane and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for the annual costs associated with using the Elite Platform services provided by ImageTrend, LLC.

Body

WHEREAS, the City of Madison Fire Department (MFD) and Dane County Emergency Management both use the Elite Platform from ImageTrend for their incident reporting system, which provides seamless reporting and continuity of operations among the two agencies;
WHEREAS, Dane County Emergency Management's adopted operating budget includes a line item to reimburse the MFD for the city's cost associated with using ImageTrend;
WHEREAS, Dane County Emergency Management requires a signed agreement with the City of Madison to submit payment to the city;
WHEREAS, the term of the agreement will commence as of the date by which all parties have executed the agreement. The agreement will automatically renew on an annual basis unless notice of non-renewal is provided in writing by either party at least 60 days prior to the expiration date;
WHEREAS, the reimbursement amount will be up to $31,000 in 2025 and the agreement allows for increases for annual reimbursement commensurate with any annual price increase paid by the city for the Elite Platform services provided by ImageTrend;
WHEREAS, the City Attorney's Office and City Risk Manager have reviewed and approved the proposed agreement;
NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Clerk are authorized to sign an agreement between the County of Dane and the City of Madison for Dane County Emergency Management to reimburse the Madison Fire Department for the annual costs associated with using the Elite Platform services provided by ImageTrend, LLC.

City of Madison

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

Master

File Number: 90109

File ID:	90109	**File Type:**	License	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/26/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Crown Hospitality Group LLC • dba Taj Indian Cuisine and Bar
444 S Park St • Agent: Vishal Kumar
Estimated Capacity (in/out): 140/30
Class B Combination Liquor & Beer • 30% alcohol, 70% food
Police Sector 203 (District 13)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00837 App.pdf, LICLIB-2025-00837 Supplemental.pdf, 444 S Park St map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/26/2025	Referred for Introduction				

Action Text: This License was Referred for Introduction
Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 90109

Title

Public Hearing - New License
Crown Hospitality Group LLC • dba Taj Indian Cuisine and Bar
444 S Park St • Agent: Vishal Kumar
Estimated Capacity (in/out): 140/30
Class B Combination Liquor & Beer • 30% alcohol, 70% food
Police Sector 203 (District 13)

Liquor/Beer License Application

1485
(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00837
(License number)

13 (Alder District #) 203 (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☒ Beer, ☒ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☒ Limited Liability Company exactly as it appears on your State Seller's Permit.
   Crown Hospitality Group LLC
2. Trade Name (doing business as) Taj Indian Cuisine and Bar
3. Address to be licensed 444 S. Park St. Madison, WI 53715
4. Mailing address 444 S. Park St. Madison, WI 53715
5. Anticipated opening date _____
6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?
   ☒ No ☐ Yes (explain)
   _____
7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☒ No ☐ Yes (explain)
   _____

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.
   Attached

1486

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

Indoor: 130-190 Outdoor: 25-30

10. Describe existing parking and how parking lot is to be monitored.

Street Parking and Parking Lot in Back of Building

11. Was this premises licensed for the sale of liquor or beer during the past license year?

☐ No ☒ Yes, license issued to The Borough Beer Co. (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Vishal Kumar

13. City, state in which agent resides Madison

14. How long has the agent continuously resided in the State of Wisconsin? 20+ Years

15. Has the liquor license agent completed the responsible beverage server training course?

☐ No, but will complete prior to ALRC meeting ☒ Yes, date completed _____

16. State and date of registration of corporation, nonprofit organization, or LLC.

WI 7/26/25

17. In the table below list the directors of your corporation or the members of your LLC.
☑ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Member	Vishal Kumar	Madison, WI
Member	Gagan Kumar	Madison, WI
Member	Devinder Kumar	Madison, WI
Member	Anjita Kumar	Madison, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Gagan Kumar

19. Is applicant a subsidiary of any other corporation or LLC?

☐ No ☒ Yes (explain) Attached

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

☒ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☒ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☐ Other _____

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☒ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11a - 10p	11a - 10p	11a - 10p	11a - 10p	11a - 10p	11a - 12a	11a - 12a
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. Food

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
30 % Alcohol 70 % Food ~~0~~ % Other
If applicable, describe "Other": Non Alcoholic Beverages (Soda, Juice, Coffee, Tea)
Do you have written records to document the percentages shown? ☒ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☒ No ☐ Yes—what kind? _____
_____
If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☒ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☒ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☒ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☒ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☒ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☒ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☒ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☒ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☒ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20_____.

38. State Seller's Permit 4 5 6 - 1 0 3 2 1 4 2 8 7 9 - 0 2

39. Federal Employer Identification Number 39-3516478

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Vishal Kumar

Business phone (608) 395-1274 Business e-mail address vishal.bosinessk@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☒ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

1489

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☐ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☒ Appointment of Agent (if Corp/LLC), ☒ Member background investigation forms, ☒ Articles of Incorporation (if Corp/LLC), ☒ Floor Plans, ☒ Copy of Lease, ☒ Business Plan, and ☒ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

08/25/25
(Date)

Clerk's Office checklist for complete applications		
☐ WI Seller's Permit Certificate (matching articles of incorporation) ☑ FEIN ☑ Written description of premises	☑ Background investigation form(s) ☑ Form for surrender of previous license ☑ *Articles of Incorporation ☑ *Appointment of Agent * Corporation/LLC only	☑ Floor Plans ☑ Lease ☑ Business Plan ☑ **Sample Menu ** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

Addendum to Liquor & Beer License Application Crown Hospitality Group LLC (DBA: Taj Indian Cuisine & Bar)

444 S Park St, Madison, WI 53715

RECEIVED
AUG 27 2025
MADISON CITY CLERK
HAND DELIVERED

#5: Anticipated opening date:

Answer: November 5, 2025

#8: Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license:

Answer: 444 S Park St, Madison, WI 53715. Liquor will be stored in locked storages, backroom coolers, and in the bar area and behind the bar counters. Will be sold around the bar seating and tables to customers.

#15: Has the liquor license agent completed the responsible beverage server training course?:

Answer: Yes, Completed on 8/19/25.

#22: Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin?:

Answer: No.

Submitted by:
Vishal Kumar
Liquor License Agent
Crown Hospitality Group LLC
DBA: Taj Indian Cuisine & Bar
444 S Park St
Madison, WI 53715

Signature: _____ Date: _____

Premises Description

Taj Indian Cuisine & Bar will be approximately 4000sq. ft. restaurant with a seating capacity of approximately 120–140 people. The space includes a full-service dining room with tables, booths, and banquette seating. A large bar is located at the center of the restaurant, with seating at the bar.

Alcohol will be stored securely in locked cabinets behind the bar and in a separate locked storage room accessible only to management.

The premises also includes an outdoor patio on the south side of the building that will provide seasonal dining with approximately six tables. Additionally, the private parking lot located behind the building may occasionally be used for larger private or community events. During such events, the lot will be closed to vehicle traffic, and temporary tents and seating areas will be installed under staff supervision.

Taj Indian Cuisine & Bar will be an approximately **4,000 sq. ft. full-service restaurant** with a seating capacity of about **120–140 people**. The space includes a central bar with seating, a full dining room with tables, booths, and banquette seating, and a commercial kitchen. Alcohol will be stored securely in locked cabinets behind the bar as well as in a separate locked storage room accessible only to management.

The premises also include an outdoor patio on the south side of the building with approximately six tables for seasonal dining. In addition, the private parking lot behind the building may occasionally be used for larger private or community events. During these events, the lot will be closed to vehicle traffic, with temporary tents and supervised seating provided.

Marketing & Sales Strategy

Taj will focus on both the **downtown/UW–Madison community** and the **South Side Madison neighborhoods**. To build awareness and drive consistent sales, our strategy will include:

- **Direct mail campaigns** to local households and businesses announcing our opening and promoting specials.
- **Targeted online ads** (Facebook, Instagram, TikTok, Google) to reach both local families and students/staff from UW–Madison.
- **Active social media presence** showcasing food, events, and community involvement to build brand loyalty.
- **Collaborations with local organizations** and community groups for private events and catering opportunities.

- **Word-of-mouth and repeat business** driven by quality food, service, and consistent hospitality.

We anticipate sales to consist of approximately **60% food, 30% alcohol, and 10% other beverages** (soda, juice, coffee, tea, and non-alcoholic mocktails).

Subsidiary Information & Ownership

The applicant, **Crown Hospitality Group LLC**, is a wholly owned subsidiary of **Sher Capital LLC**, a Wisconsin limited liability company. Sher Capital LLC has four members, all of whom have submitted the required background check forms with this application.

Taj Indian Cuisine & Bar

Sample Menu

Starters

- Vegetable Pakora
- Samosa
- Chicken Pakora
- Hummus with Naan Chips
- Masala Fries

Soups & Salads

- Mulligatawny Soup
- Garden Salad
- Tandoori Chicken Salad

Entrées

Vegetarian

- Saag Paneer
- Chana Masala
- Baingan Bharta

Chicken

- Chicken Curry
- Chicken Tikka Masala
- Chicken Vindaloo

Lamb & Beef

- Lamb Rogan Josh
- Beef Masala

Seafood

- Shrimp Curry
- Fish Masala

Biryanis

- Vegetable Biryani
- Chicken Biryani
- Lamb Biryani
- Shrimp Biryani

Rice & Breads

- Steamed Basmati Rice
- Jeera Rice
- Naan (Plain, Garlic, Cheese)

Fusion & Grill

- Chicken Tikka Wrap
- Paneer Wrap
- Lamb Kebab Sandwich
- Tandoori Chicken Sandwich
- Masala Chicken Pizza
- Paneer Tikka Pizza
- Butter Chicken Pasta
- Spicy Masala Penne

Desserts

- Gulab Jamun
- Kheer
- Mango Cheesecake
- Rasmalai

Beverages

Non-Alcoholic

- Soft Drinks
- Bottled Water
- Mango Lassi
- Sweet Lassi

- Salted Lassi
- Strawberry Lassi
- Masala Chai
- Coffee

Signature Cocktails (Taj Specials)

- Taj Cocktail
- Masala Margarita
- Kala Khatta Vodka Slush
- Coconut Water Mojito
- Tamarind Whiskey Sour
- Saffron Gin & Tonic
- Classic Martini
- Classic Vodka Martini
- Taj Brandy Old Fashioned
- Bloody Mary
- Moscow Mule
- Margarita
- Long Island Iced Tea

Beer

Indian Imports

- Kingfisher

- Taj Mahal Premium
- Bira Blonde
- Haywards 5000
- Flying Horse

Domestic & Wisconsin Favorites

- Spotted Cow
- Miller Lite
- Miller High Life
- Budweiser
- Bud Light
- Coors Light
- Stella Artois
- Modelo
- Corona

Wine

- House Red
- House White
- Cabernet Sauvignon
- Chardonnay
- Riesling

Spirits

Whiskey / Scotch

- Jack Daniels
- Jameson
- Chivas Regal
- Johnny Walker Red Label
- Maker's Mark
- Indri (Indian Whiskey)
- Crown Royal
- Dewars
- Bulleit Bourbon

Vodka

- Absolut
- Grey Goose
- Tito's
- Skyy

Tequila

- Jose Cuervo
- 1800
- Patron Silver
- Milagro

Rum

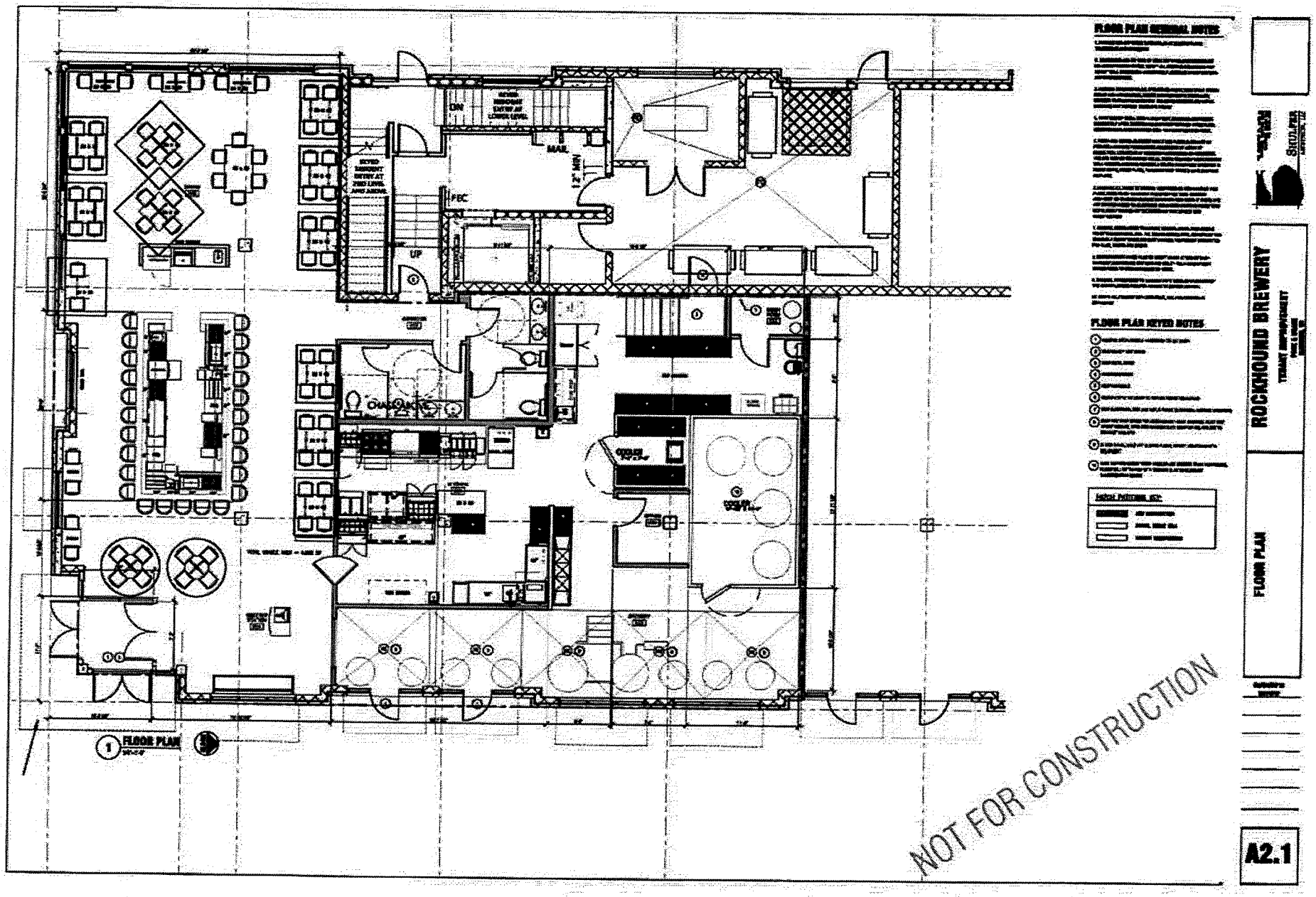
- Bacardi White
- Bacardi Gold
- Captain Morgan

Gin

- Bombay Sapphire
- Tanqueray
- Seagram's

Brandy

- Korbel
- Hennessy
- Rémy Martin


FLOOR PLAN GENERAL NOTES
FLOOR PLAN KEYED NOTES
ROCKHOUND BREWERY
TENANT IMPROVEMENT
FLOOR PLAN
A2.1
NOT FOR CONSTRUCTION
1 FLOOR PLAN

October 2025 ALRC New License

Class A Licenses.csv

All items

Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 90110

File ID:	90110	**File Type:**	License	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/26/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
The Baked Lab LLC • dba Baked Lab
2044 Atwood Ave • Agent: Shawn Bolduc
Estimated Capacity (in/out): 15/0
Class B Beer, Class C Wine • 10% alcohol, 85% food, 5% other
Police Sector 410 (District 6)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00840 App.pdf, LICLIB-2025-00840 Supplemental.pdf, 2044 Atwood Ave map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/26/2025	Referred for Introduction				

Action Text: This License was Referred for Introduction
Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 90110

Title

Public Hearing - New License
The Baked Lab LLC • dba Baked Lab
2044 Atwood Ave • Agent: Shawn Bolduc
Estimated Capacity (in/out): 15/0
Class B Beer, Class C Wine • 10% alcohol, 85% food, 5% other
Police Sector 410 (District 6)

Liquor/Beer License Application

1503

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00840
(License number)

12 (Alder District #) 410 (Police Sector)

Office Use Only

RECEIVED
AUG 26 2025
MADISON CITY CLERK

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☒ Beer, ☐ Liquor,
☒ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☒ Limited Liability Company exactly as it appears on your State Seller's Permit.

   The Baked Lab, LLC

2. Trade Name (doing business as) Baked Lab

3. Address to be licensed 2044 Atwood Avenue, Madison, WI 53704

4. Mailing address 5148 E. Cheryl Parkway, #18, Fitchburg, WI 53711

5. Anticipated opening date 12/1/2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☒ No ☐ Yes (explain)

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☒ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   ~~We would like to offer beer and wine as a compliment to our desserts for in-house sales~~ in our small cafe space on the first floor of a newly renovated commercial space at 2044 Atwood Ave. ~~Wine and Beer would be kept behind the bar and served solely by licensed employees from behind the~~ bar for consumption in our small cafe space consisting of approx. 15 seats.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees).

Indoor: 15 Outdoor: _____

10. Describe existing parking and how parking lot is to be monitored.

We do not have a parking lot. All parking is street parking in the Atwood neighborhood.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

☒ No ☐ Yes, license issued to _____ (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Shawn Bolduc

13. City, state in which agent resides Fitchburg, WI

14. How long has the agent continuously resided in the State of Wisconsin? 8 years, 6 months

15. Has the liquor license agent completed the responsible beverage server training course?

☐ No, but will complete prior to ALRC meeting ☒ Yes, date completed 7/30/2025

16. State and date of registration of corporation, nonprofit organization, or LLC.

Wisconsin - 08/01/2019

17. In the table below list the directors of your corporation or the members of your LLC.
☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Owner	Shawn Bolduc	Fitchburg, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Shawn Bolduc

19. Is applicant a subsidiary of any other corporation or LLC?

☒ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

☒ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☒ Other Dessert Bakery

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☒ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
-	-	-	-	11a - 10p	11a - 10p	11a - 10p
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. We are a dessert bakery. We offer in-house desserts and to-go bakery items.

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
10 % Alcohol 85 % Food 5 % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☒ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☒ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☒ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☒ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☒ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☒ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☒ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☒ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☒ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☒ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☒ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☒ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 1029801819 - 02 _ _ _ _ _ _ _ _ _ _ - _ _

39. Federal Employer Identification Number 84-2606806

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Shawn Bolduc

Business phone 508-361-3407 Business e-mail address shawn@thebakedlab.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☒ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

1507

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the thir Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☑ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☐ Appointment of Agent (if Corp/LLC), ☐ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans, ☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

8/22/2025
(Date)

Clerk's Office checklist for complete applications

- ☑ WI Seller's Permit Certificate (matching articles of incorporation)
- ☑ FEIN
- ☑ Written description of premises
- ☑ Background investigation form(s)
- ☐ Form for ~~or surr~~ender of previous license
- ☑ *Articles of Incorporation
- ☑ *Appointment of Agent

* Corporation/LLC only

- ☑ Floor Plans
- ☐ Lease
- ☑ Business Plan
- ☑ **Sample Menu

** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

EXECUTIVE SUMMARY

Baked Lab is an innovative bakery specializing in high-quality pastries, a thriving wedding cake business, and community baking workshops. Located in Madison, WI, The Baked Lab blends classic flavors with modern aesthetics, creating a unique brand experience under the mission: *"Classic treats. Modern vibes."*

With a strong commitment to inclusivity and equity, we are now expanding by leasing and renovating a historic 1926 building on Atwood Avenue that has been vacant for nearly a decade. This expansion will allow us to scale production, enhance customer experience, and deepen community engagement. To support this growth, we are seeking financing to fund the renovation, additional equipment acquisition to compliment our already functional commercial equipment,, and working capital.

Products

Behind every occasion is a story. That sentiment remains true in the dessert world, as well. It's been said by many people in a number of ways, "The shortest distance between two people is a well-told story," and The Baked Lab believes strongly in food's ability to tell stories, break barriers, build bridges and unite.

The Baked Lab is a small-batch, From-Scratch bakery offering a variety of wedding/celebration cakes, Varying desserts, a small selection of savory items, wine and beer, and community-focused baking workshops. We believe that your cake should taste as good as it looks and that means real ingredients, including all the butter and sugar your heart can handle.

Industry Considerations

According to the america bakers society, "Bakers are found in all 50 states, in the District of Columbia and Puerto Rico. The baking industry employs almost 800,000 skilled individuals, generates over $42 billion in direct wages, and has an overall economic impact of over $186 billion."

According to an IBISWorld Report, "The market size of the Bakery Cafes in the US has grown at a 5.0% CAGR between 2018 and 2023." and continues to trend upwards. In a world of uncertainty, dessert brings joy and a sense of short-term escapism.

From our humble start in 2019 to our current operation, we have seen significant growth year after year and anticipate this trend to continue. The Baked Lab looks to continue exploring ways in which to elevate our community through increased engagement opportunities, locally sourced hand-crafted products, and local collaborations.

Future of the Company

Over the past several years, Baked Lab's revenue has grown from $39,676 in 2021 to just under $192,000 in 2024. We are excited to embark on our next chapter, moving from our hidden studio kitchen to a well-accessible storefront in a thriving neighborhood. We see a bright future for our business with continued growth, new job opportunities, and many more community connections in the years to come.

COMPANY OVERVIEW

Business Name:

The Baked Lab

Business Structure:

LLC (Limited Liability Company)

Location:

Current location: Main Street Industries, 931 E. Main St., STE 18, Madison, WI 53703

Planned location: 1926 Building on Atwood Avenue, Madison, WI

Owner:

Shawn J. Bolduc, Master of Fine Arts in Performing Arts Management, with 9+ years of experience in arts administration and a strong background in marketing and audience engagement.

Mission Statement:

Classic treats. Modern vibes.

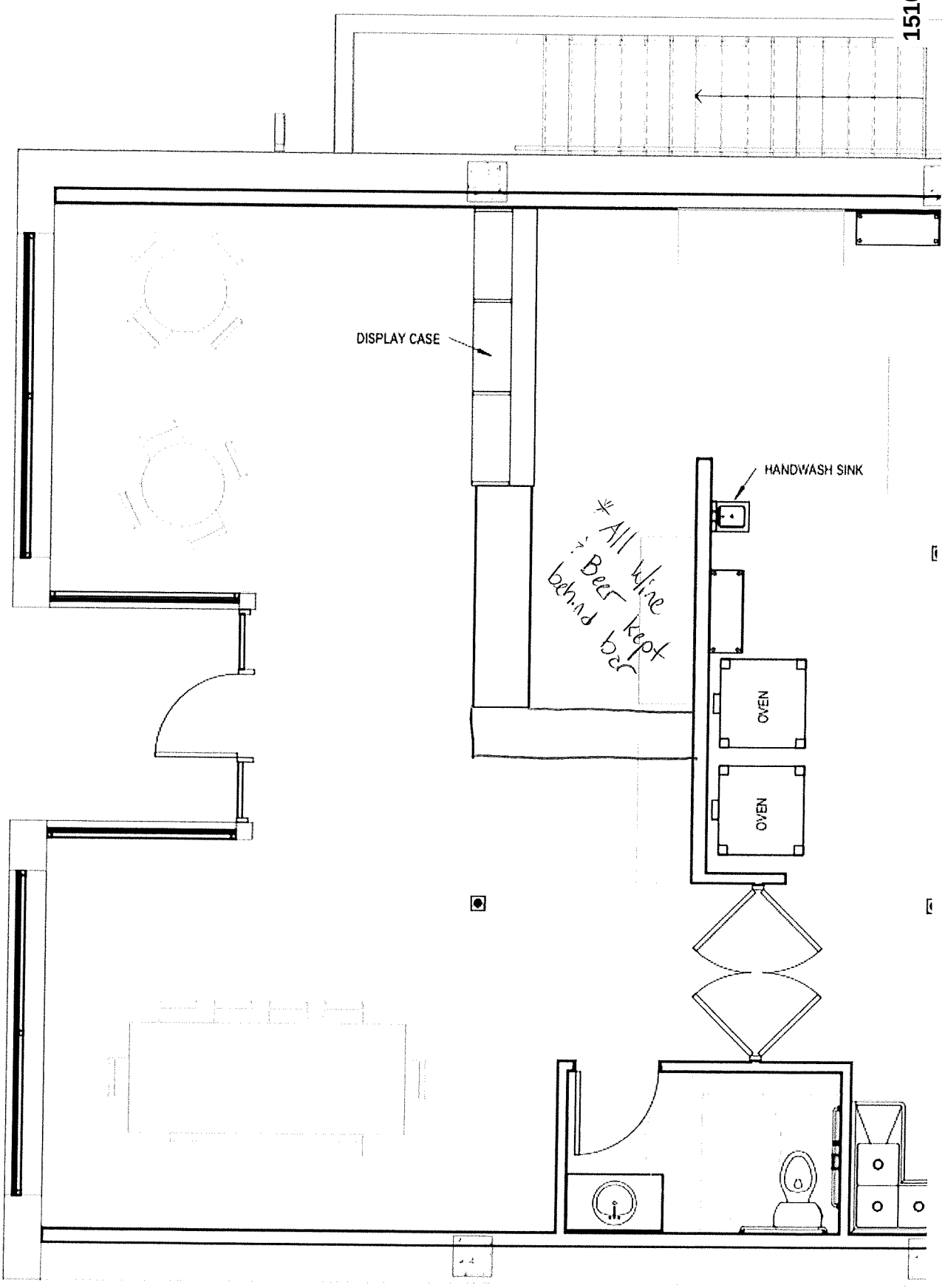
Vision Statement:

To create an inclusive, innovative bakery experience that fosters community connections through exceptional pastries, customized wedding offerings, and interactive workshops.

Core Values:

- **Quality & Innovation** – Unique, high-quality baked goods with a contemporary twist.
- **Community Engagement** – Educational workshops and community-driven initiatives.
- **Inclusivity & Equity** – A business model that prioritizes diverse representation and fair workplace practices.

1510


DISPLAY CASE
HANDWASH SINK
* All wine
* Beer kept
behind bar
OVEN
OVEN

1511

BKD LAB MENU

DESSERTS

Cake Slice	**9.00**
Brownies & Bars	**5.00**
Cookies	**4.50**
Pate au Choux	**5.50**

COFFEE

Americano	**5.00**
Cappuccino	**4.50**
Espresso	**3.50**
Latte	**5.50**
Macchiato	**4.50**
Cortado	**5.25**

WINE & BEER

Moscato d'Asti **11.00**

Pairs with our seasonal pavlova

Late Harvest Riesling **12.00**

Pairs with our creme brulee

Ruby Port **12.50**

Pairs with our brownie

Pedro Ximénez Sherry **12.50**

Pairs with our sticky toffee pudding

October 2025 ALRC New License

Class A Licenses.csv

All items

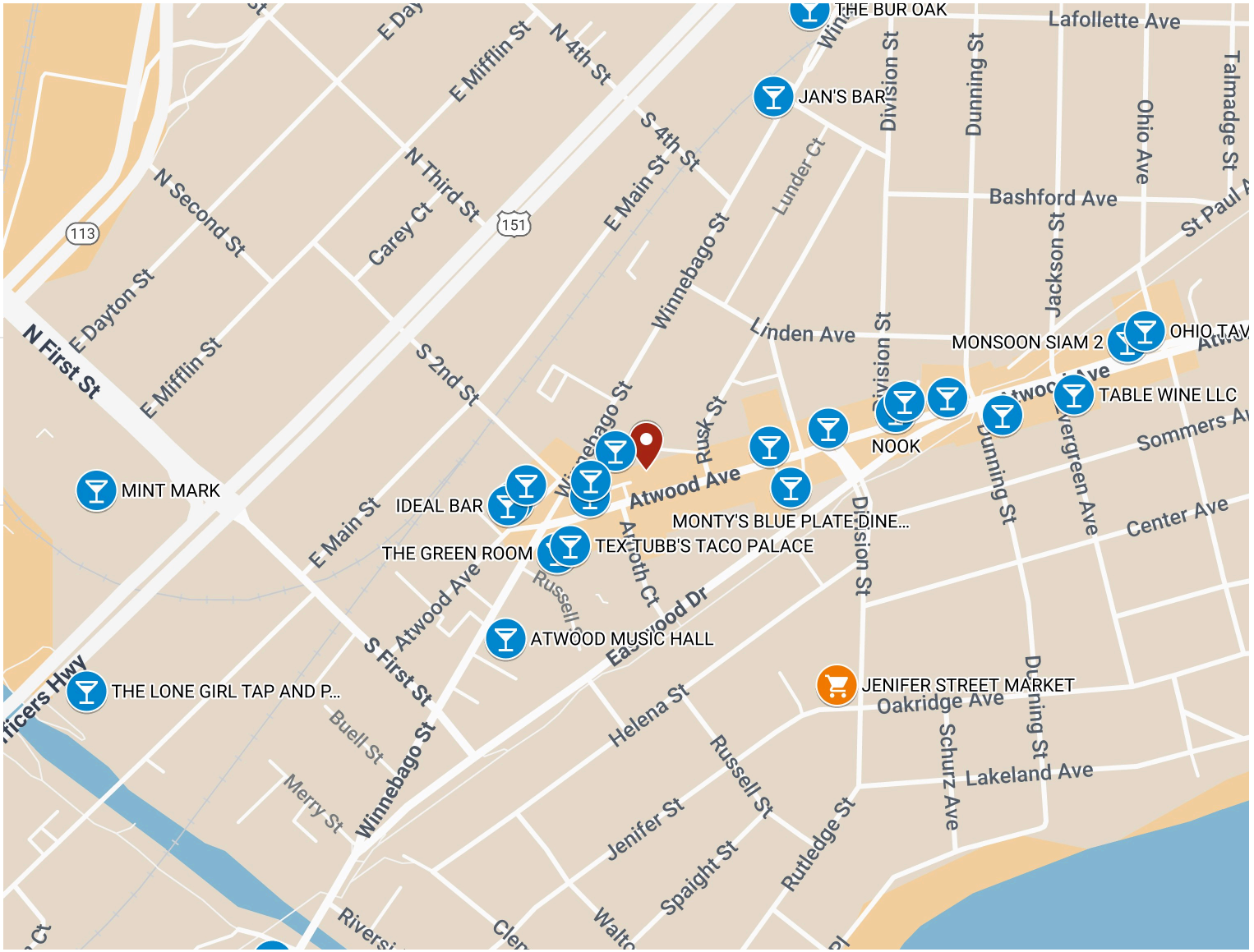
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 90111

File ID:	90111	**File Type:**	License	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/26/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Welcome Hotels, Inc • dba EconoLodge
4726 E Washington Ave • Agent: Kishan Patel
Estimated Capacity (in/out): 75/0
Class B Combination Liquor & Beer • 5% alcohol, 95% food
Police Sector 518 (District 17)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00882 App (2).pdf, LICLIB-2025-00882 Supplemental.pdf, 4726 E Washington Ave map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/26/2025	Referred for Introduction				

Action Text: This License was Referred for Introduction
Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 90111

Title

Public Hearing - New License
Welcome Hotels, Inc • dba EconoLodge
4726 E Washington Ave • Agent: Kishan Patel
Estimated Capacity (in/out): 75/0
Class B Combination Liquor & Beer • 5% alcohol, 95% food
Police Sector 518 (District 17)

1514

Liquor/Beer License Application

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00882
(License number)

17 - Madison 518
(Alder District #) (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☑ Beer, ☑ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☑ Corporation/Nonprofit Organization or ☐ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Welcome Hotels, Inc

2. Trade Name (doing business as) EconoLodge

3. Address to be licensed 4726 E. Washington Ave, Madison, WI, 53704

4. Mailing address 4726 E. Washington Ave, Madison, WI, 53704

5. Anticipated opening date 10/15/25

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☐ No ☑ Yes (explain)

   Managing Director

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Ownership would like to establish a marketplace where guests can enjoy a wider selection of fresh and healthy food and beverage options. The current vending machines are outdated, poorly maintained, and often stocked with expired or less-than-fresh items. All alcoholic beverages will be securely stored and managed at the front desk in the main lobby, where guests may purchase them. Staff will receive training on these procedures, including enforcing the designated cut-off time for alcohol sales and refusing further purchases in cases of misuse.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

Indoor: ~~N/A~~ 75 Outdoor: N/A

10. Describe existing parking and how parking lot is to be monitored.

Refer to the last page for an aerial view of the property. The hotel operates a 24-hour front desk with camera surveillance. Both interior and exterior corridors are continuously monitored, and the parking lot is well-lit, ensuring excellent visibility.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

☑ No ☐ Yes, license issued to _____ (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Kishan Patel

13. City, state in which agent resides Sun Prairie, WI

14. How long has the agent continuously resided in the State of Wisconsin? 2008

15. Has the liquor license agent completed the responsible beverage server training course?

~~☑~~ No, but will complete prior to ALRC meeting ~~☐~~ ☒ Yes, date completed 9/8/25

16. State and date of registration of corporation, nonprofit organization, or LLC.

Wisconsin - 2007

17. In the table below list the directors of your corporation or the members of your LLC.

☐ Attach background check forms for each director/member.

Title	Name	City and State of Residence
President	Dharmendra J. Patel	Sun Prairie, WI
Treasurer	Kiran J. Patel	Sun Prairie, WI

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Dharmendra Patel

19. Is applicant a subsidiary of any other corporation or LLC?

☐ No ☑ Yes (explain) (Part Owner/Member of Pinnacle Hospitality, Inc)

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

☑ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☑ Other Hotel

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9AM - 9PM	9AM - 9PM	9AM - 9PM	9AM - 9PM	9AM - 9PM	9AM - 9PM	9AM - 9PM
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. N/A

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
5 % Alcohol 95 % Food _____ % Other

If applicable, describe "Other": _____

Do you have written records to document the percentages shown? ☐ No ☑ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☑ No ☐ Yes—what kind? _____

_____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☐ No ☑ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26.

38. State Seller's Permit 456-0003421046-02

39. Federal Employer Identification Number 26-112-7522

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Kishan Patel

Business phone (608) 338-7721 Business e-mail address MadisonEconoLodge@gmail.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name N/A

Phone N/A E-mail N/A

NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☐ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☐ Appointment of Agent (if Corp/LLC), ☐ Member background investigation forms, ☐ Articles of Incorporation (if Corp/LLC), ☐ Floor Plans, ☐ Copy of Lease, ☐ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Kishan K. Patel
(Officer of Corporation/Member of LLC/Partner/Sole Proprietor)

09/07/25
(Date)

Clerk's Office checklist for complete applications		
☐ WI Seller's Permit Certificate (matching articles of incorporation) ☐ FEIN ☐ Written description of premises	☐ Background investigation form(s) ☐ Form for surrender of previous license ☐ *Articles of Incorporation ☐ *Appointment of Agent * Corporation/LLC only	☐ Floor Plans ☐ Lease ☐ Business Plan ☐ **Sample Menu ** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

Sample Mini-Market Menu

Snacks & Candy (5)

1. **Doritos Nacho Cheese (2.75 oz bag)**
2. **Lays Classic Potato Chips (2.5 oz bag)**
3. **Snickers Bar (1.86 oz)**
4. **Skittles Original (2.17 oz)**
5. **Reese's Peanut Butter Cups (2 pack, 1.5 oz)**

Non-Alcoholic Beverages (4)

6. **Coca-Cola (20 oz bottle)**
7. **Sprite (20 oz bottle)**
8. **Mountain Dew (20 oz bottle)**
9. **Dasani Water (20 oz bottle)**

Alcoholic Beverages

10. **Choice of Beer (12 oz bottle)**

- **New Glarus Spotted Cow**
- **Corona Extra**

SAFETY AND SECURITY PROCEDURES

Your safety and the security of your personal property are of the utmost concern to those of us who welcome you as our guest. We urge you to take advantage of the following suggestions:

YOUR VEHICLE
Lock your vehicle and do not leave money or valuable items (e.g. Radar detector, car phone) visible inside. We are not responsible for loss.

TRAVELING
Be observant when sight-seeing or traveling. Stay in well-lit and heavily-traveled areas. Don't display large amounts of cash.

GUEST ROOM SECURITY
For additional security, utilize the deadbolt provided on your door upon entering, and secure windows and sliding glass doors. This will prevent the door from being opened by a regular room key. As an additional precaution, please secure the safety chain lock and keep your windows closed and locked. Do not admit persons to your room without first making identification. A one-way viewer is provided in your door for your convenience. If there is any doubt about a person's true identity, please contact the desk.

KEYS
Safeguard your key and leave it with the cashier at checkout. Do not leave it in your room or in the door. Do not give your key to others or leave your key unattended.

REPORTING
Please report any suspicious activity or malfunctioning locks or security equipment to management.

FIRE
Please familiarize yourself with the location of the nearest fire exit stairway. Report fire or smoke to the hotel operator. In the unlikely event of a fire, please move quickly but calmly to the stairs and exit the building. Avoid use of elevators.

We hope that these procedures will contribute to your comfort and well-being during your stay at our hotel.

Econo Lodge
BY CHOICE HOTELS®
4726 E. Washington Ave.
Madison, WI 53704
Phone: 608-241-4171
Fax: 608-241-1715

Maximum Rate Per Day:
Room.....$299.00
Suite.....$399.00

Check-In Time: 2:00 PM
Check-Out Time: 11:00 AM

1ST FLOOR

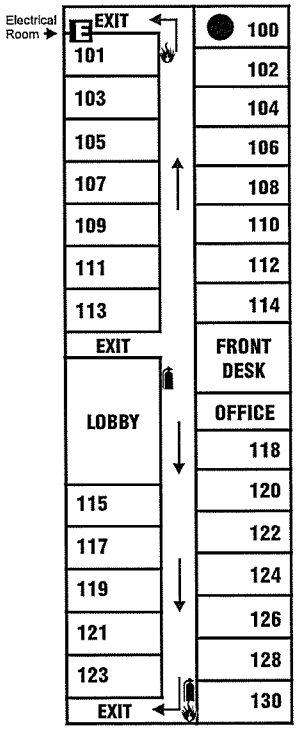


LEGEND
- FIRE EXTINGUISHER
- FIRE ALARMS
- STAIRWELL

The Room You Are In Is Marked With A Red Dot



IN CASE OF FIRE:
1. Notify the Inn operator (dial 0) or pull the nearest fire alarm.
2. Feel the door to see if it is hot before opening it.
3. Proceed to the nearest stairway and exit on the ground floor.
4. If you are unable to exit your room:
   A. Close door and seal with wet towels.
   B. Stay near the window until help arrives.



MAIN BUILDING

Welcome to Wisconsin...

Chapter 254.80 Hotelkeeper's liability.

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YOUR VEHICLE
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TRAVELING
Be observant when sight-seeing or traveling. Stay in well-lit and heavily-traveled areas. Don't display large amounts of cash.

GUEST ROOM SECURITY
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EconoLodge
BY CHOICE HOTELS®
4726 E. Washington Ave.
Madison, WI 53704
Phone: 608-241-4171
Fax: 608-241-1715

Maximum Rate Per Day:
Room.....$299.00
Suite.....$399.00

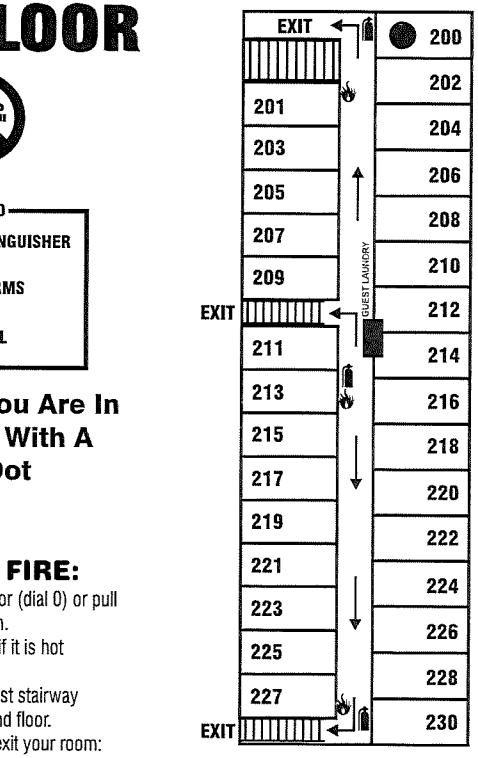
Check-In Time: 2:00 PM
Check-Out Time: 11:00 AM

2ND FLOOR



LEGEND
- FIRE EXTINGUISHER
- FIRE ALARMS
- STAIRWELL

The Room You Are In Is Marked With A Red Dot



MAIN BUILDING

IN CASE OF FIRE:
1. Notify the Inn operator (dial 0) or pull the nearest fire alarm.
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1ST FLOOR

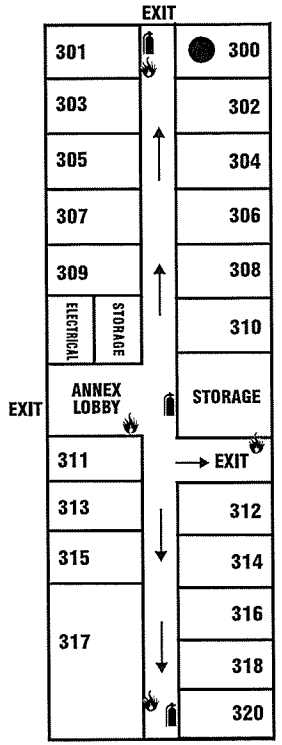


LEGEND
- FIRE EXTINGUISHER
- FIRE ALARMS
- STAIRWELL

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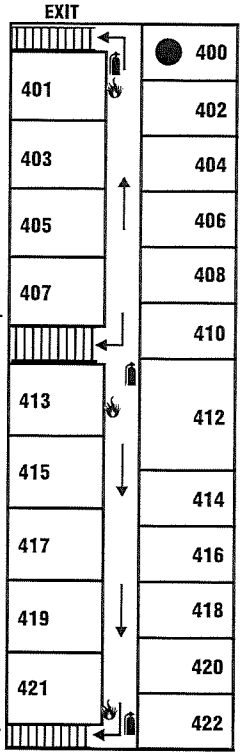
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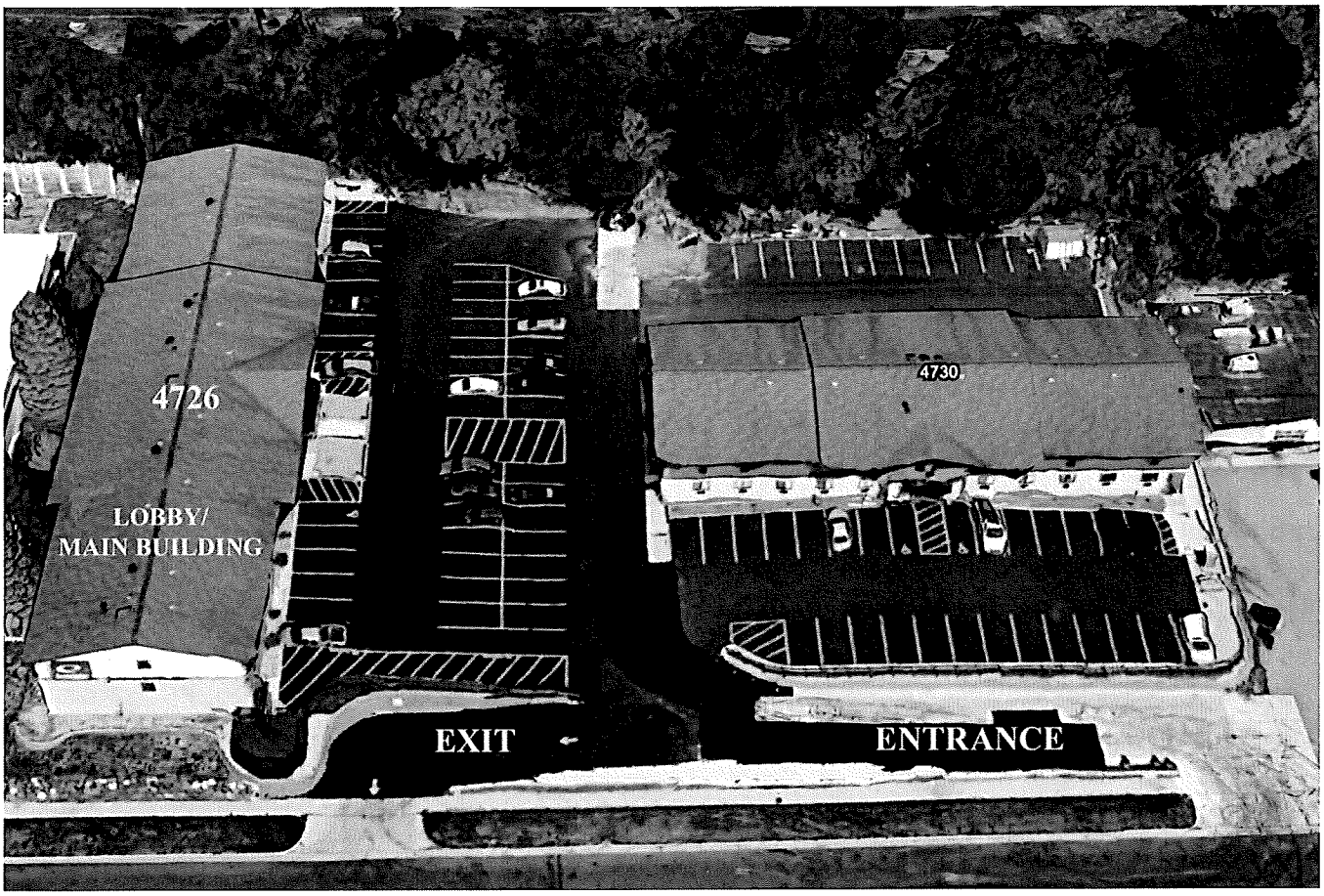
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4726
LOBBY/
MAIN BUILDING
4730
EXIT
ENTRANCE

October 2025 ALRC New License

Class A Licenses.csv

All items

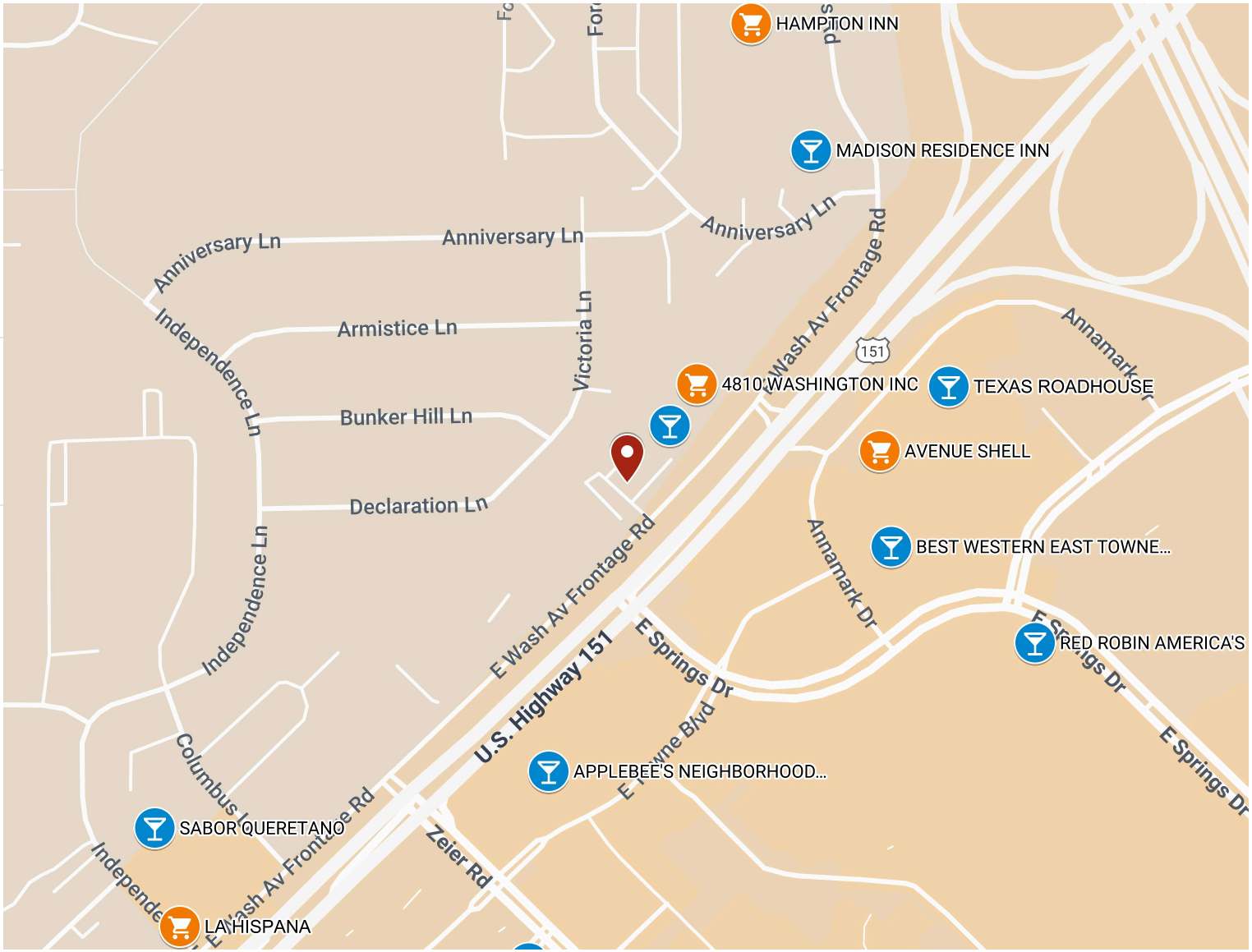
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 90112

File ID:	90112	**File Type:**	License	**Status:**	Council New Business
Version:	1	**Reference:**		**Controlling Body:**	COMMON COUNCIL
				File Created Date :	09/26/2025
File Name:				**Final Action:**	

Title: Public Hearing - New License
Mike & Friends LLC • dba Dill Dinkers Madison
5004 Tradewinds Pkwy • Agent: Eric Herkurt-Oakland
Estimated Capacity (in/out): 100/0
Class B Beer • 5% alcohol, 0% food, 95% other
Police Sector 620 (District 16)

Notes:

Sponsors:		**Effective Date:**	
Attachments:	LICLIB-2025-00887 App.pdf, LICLIB-2025-00887 Supplemental.pdf, 5004 Tradewinds Pkwy map.pdf	**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jverbick@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Clerk's Office	09/26/2025	Referred for Introduction				

Action Text: This License was Referred for Introduction
Notes: Alcohol License Review Committee- Public Hearing (10/15/25), Common Council (10/28/25)

Text of Legislative File 90112

Title

Public Hearing - New License
Mike & Friends LLC • dba Dill Dinkers Madison
5004 Tradewinds Pkwy • Agent: Eric Herkurt-Oakland
Estimated Capacity (in/out): 100/0
Class B Beer • 5% alcohol, 0% food, 95% other
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Liquor/Beer License Application

1528

(Agenda Item Number)

(Legistar file number)

LICLIB-2025-00887
(License number)

(Alder District #) (Police Sector)

Office Use Only

City of Madison Clerk
210 MLK Jr Blvd, Room 105
Madison, WI 53703

licensing@cityofmadison.com
608-266-4601

Class A: ☐ Beer, ☐ Liquor, ☐ Cider
Class B: ☑ Beer, ☐ Liquor,
☐ Class C Wine

Section A – Applicant

1. List the name of your ☐ Sole Proprietor, ☐ Partnership, ☐ Corporation/Nonprofit Organization or ☑ Limited Liability Company exactly as it appears on your State Seller's Permit.

   Mike + Friends LLC

2. Trade Name (doing business as) Dill Dinkers Madison

3. Address to be licensed 5004 Tradewinds Pkwy Madison, WI 53718

4. Mailing address 5004 Tradewinds Pkwy Madison, WI 53718

5. Anticipated opening date August 2025

6. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 1?

   ☑ No ☐ Yes (explain)

7. Does another alcohol beverage licensee or wholesale permitee have interest in this business? ☑ No ☐ Yes (explain)

Section B—Premises

8. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and receipts. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

   Alcohol beverages will be stored in the designated storage area at the back of the facility. Sales will occur only at the front reception desk, where customers may purchase beer. There are no living quarters or additional rooms used for alcohol storage/sales. There is no outdoor seating.

9. *Applicants for on-premises consumption only.* Estimated capacity (patrons and employees):

   Indoor: 100 Outdoor: 0

10. Describe existing parking and how parking lot is to be monitored.

    The facility has around 60 on-site parking spaces with additional street parking available. Staff monitor the lot during business hours.

11. Was this premises licensed for the sale of liquor or beer during the past license year?

    ☑ No ☐ Yes, license issued to _____ (name of licensee)

Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

12. Name of liquor license agent Eric ~~Oakland~~ Herkert-Oakland
13. City, state in which agent resides Fitchburg, WI
14. How long has the agent continuously resided in the State of Wisconsin? 17 years
15. Has the liquor license agent completed the responsible beverage server training course?

    ☐ No, but will complete prior to ALRC meeting ☑ Yes, date completed 9/9/25

16. State and date of registration of corporation, nonprofit organization, or LLC.

    Pennsylvania, March 3, 2024

17. In the table below list the directors of your corporation or the members of your LLC.
    ☑ Attach background check forms for each director/member.

Title	Name	City and State of Residence
Member	Zachary Feldman	Willow Grove, PA
Member	Damon Colella	Cincinnati, OH

18. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

    Zachary Feldman

19. Is applicant a subsidiary of any other corporation or LLC?

    ☑ No ☐ Yes (explain) _____

20. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

    ☑ No ☐ Yes (explain) _____

Section D—Business Plan

21. What type of establishment is contemplated?
☐ Tavern ☐ Nightclub ☐ Restaurant ☐ Liquor Store ☐ Grocery Store
☐ Convenience Store without gas pumps ☐ Convenience Store with gas pumps
☑ Other Indoor pickleball club / recreation facility

22. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin? ☑ No ☐ Yes

23. Hours of operation: please enter opening and closing times in the table below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8AM - 10 PM	8AM - 10PM	8AM - 10PM	8AM - 10PM	8AM - 10 PM	8AM - 10 PM	8AM - 10 PM
(Class B only) Enter below any hours when food service will not be available, if applicable						
-	-	-	-	-	-	-

Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

24. Indicate any other product/service offered. pickleball court rental, leagues, lessons, tournaments

25. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. (Note: Non-alcoholic drinks are classified as "Food.") New establishments estimate percentages:
5 % Alcohol 0 % Food 95 % Other

If applicable, describe "Other": court time, memberships, events, merchandise

Do you have written records to document the percentages shown? ☑ No ☐ Yes
You may be required to submit documentation verifying the percentages indicated.

26. Do you plan to have live entertainment? ☑ No ☐ Yes—what kind? _____

If planned entertainment includes live music (except solo acoustic), a DJ, or a designated dance floor, please also complete an Entertainment License.

Section F—Required Contacts and Filings

27. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted. ☐ No ☑ Yes

28. I understand that I am required to host an information session at least one week before the ALRC meeting. ☐ No ☑ Yes

29. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session. ☐ No ☑ Yes

30. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting. ☐ No ☑ Yes

31. I agree to contact the Deputy Clerk prior to the ALRC meeting. ☐ No ☑ Yes

32. I agree to contact the neighborhood association representative prior to the ALRC meeting. ☐ No ☑ Yes

33. I intend to operate under the alcohol license within 180 days of the Common Council granting this license. The license shall be considered surrendered if not issued within 180 days of being granted. ☐ No ☑ Yes

34. I understand we must file a Special Occupational Tax return (TTB form 5630.5) before beginning business. [phone 1-800-937-8864] ☑ No ☐ Yes

35. I understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in question 1, above. [phone 608-266-2776] ☐ No ☑ Yes

36. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☑ No ☐ Yes

Section G—Information for Clerk's Office

37. This application is for the license period ending June 30, 20 26 .

38. State Seller's Permit 4 5 6 - 1 0 3 2 1 1 7 5 5 3 - 0 4

39. Federal Employer Identification Number 99 - 1718139

40. Who may we contact between 8 a.m. and 4:30 p.m. regarding this license?

Contact person Zachary Feldman

Business phone (215) 510-1098 Business e-mail address zfeldman@dilldinkers.com

Preferred language English

If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?

☐ Yes (language: _____)

☑ No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

☐ Sí, lenguaje: _____

☐ No. Si usted escoge "no" en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

41. Corporate attorney, if applicable: Name _____

Phone _____ E-mail _____

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NOTICE: Completed application are due by noon of the third Monday (fourth, if the Clerk's office is closed on the third Monday) to get on the agenda for the proceeding months Alcohol License Review Committee. A completed application **must** be accompanied by the following items:

☑ Copy of State Seller's Permit (Not Business Tax Registration Certificate), ☑ Appointment of Agent (if Corp/LLC), ☑ Member background investigation forms, ☑ Articles of Incorporation (if Corp/LLC), ☑ Floor Plans, ☑ Copy of Lease, ☑ Business Plan, and ☐ Sample Menu (if applying for Class B license)

If required items are missing, the application will not be considered complete and will not be accepted by the Clerk's Office until all requirements are submitted. No exceptions are made.

Read carefully before signing: *Under penalty provided by law, the applicant states that the above information has been truthfully completed to the best of the knowledge of the signer. Signer agrees to operate the business according to law, and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. Lack of access to any portion of licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.*

Penalty for materially false application information: Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

(Officer of Corporation/Member of LLC/Partner/Sole Proprietor) (Date) 9/11/25

Clerk's Office checklist for complete applications

☑ WI Seller's Permit Certificate (matching articles of incorporation) ☑ FEIN ☑ Written description of premises	☑ Background investigation form(s) ☐ Form for surrender of previous license ☐ *Articles of Incorporation ☑ *Appointment of Agent * Corporation/LLC only	☑ Floor Plans ☑ Lease ☑ Business Plan ☐ **Sample Menu ** Class B only

Upon Application Submission, the Clerk's Office issued to the application:

☐ Orange sign ☐ Orange business card

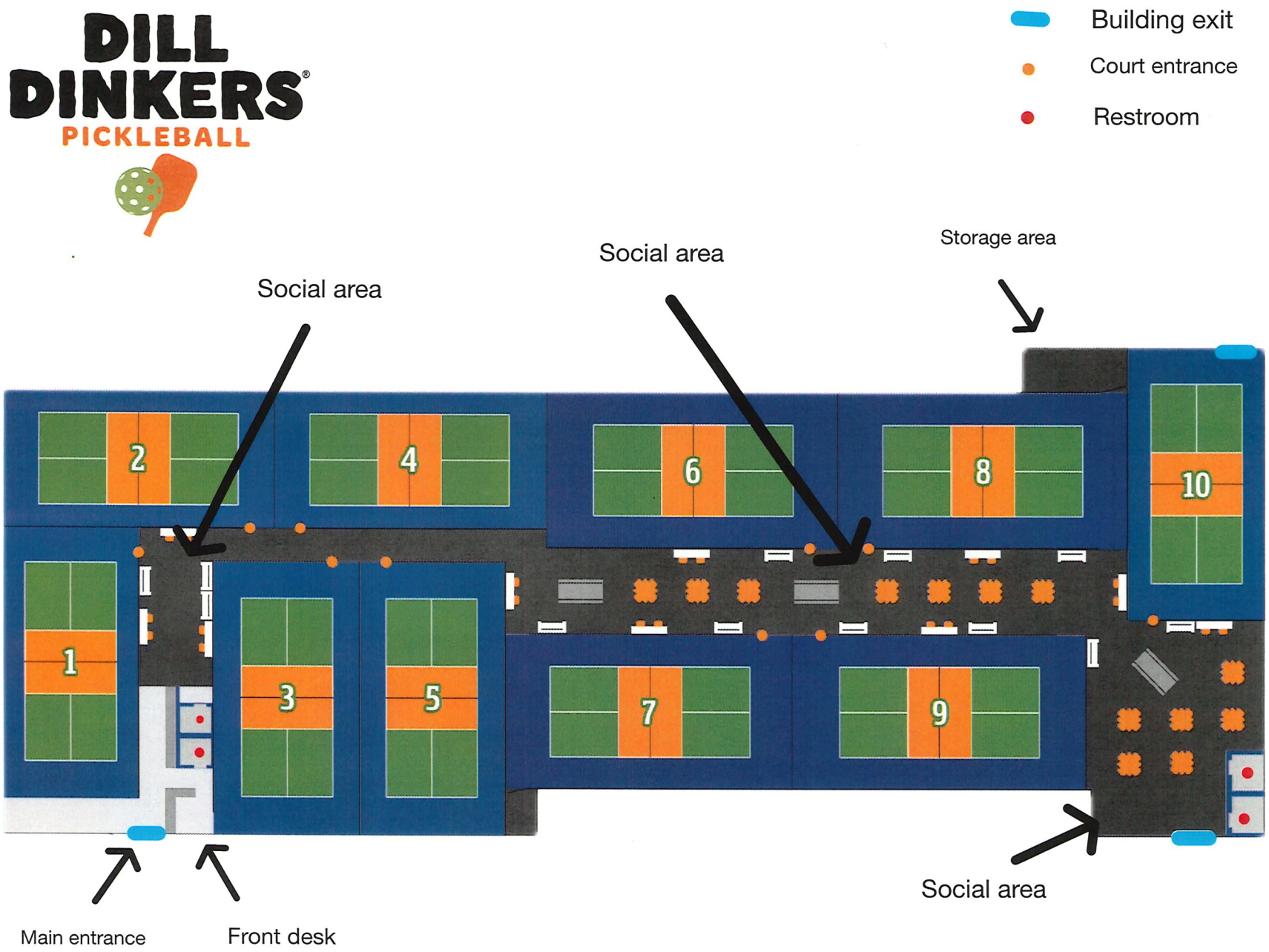
☐ "Applying for a Liquor/Beer License in the City of Madison" brochure with contact information

Date complete application filed with Clerk's Office _____

Date of ALRC meeting _____ Date license granted by Common Council _____

Date provisional issued _____ Date license issued _____

DILL DINKERS®
PICKLEBALL

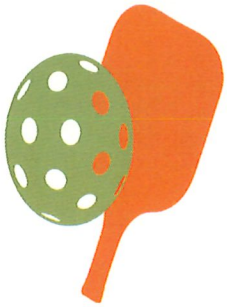


Architectural plans
available upon request

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DILL DINKERS®

PICKLEBALL



Business Plan

Class B Beer License Application

Dill Dinkers Madison

5004 Tradewinds Parkway
Madison, WI 53718

Company Background

Dill Dinkers Madison is a franchisee of Dill Dinkers Pickleball Clubs, owned and operated by Mike & Friends LLC. The company is led by Zach Feldman and Damon Colella, experienced operators with backgrounds in business, operations, and community building. To ensure strong local ties, the business has hired an on-site operator who is a Madison resident with community and recreational experience.

Dill Dinkers is a growing national franchise with a proven business model. Our Madison location is the 21st Dill Dinkers club to open, with hundreds more in development across the country.

Executive Summary

Our mission is to connect people through the game of pickleball while providing a top-quality recreational and social experience.

Dill Dinkers Madison operates seven days a week, from 8 AM to 10 PM, offering year-round pickleball programming. Beer sales will be incidental to our primary business of pickleball and community programming, intended only to enhance the social aspect of play and private events.

Business Description & Operations

Core Offerings: Pickleball (open plays, leagues, lessons, tournaments, court rentals, and memberships).
Ancillary Services: Private events, merchandise, sponsorships.
Staffing: The business has created 15+ local jobs, including front desk staff ("Big Dill Ambassadors"), operations managers, and coaches.
Alcohol Storage & Service: Beer will be stored in a refrigerated cooler behind the front desk, accessible only to trained staff. All sales will be controlled and staff-monitored. Future expansion may include taps, but service will always remain staff-controlled and never self-serve.

Market & Community Need

Pickleball is the fastest-growing sport in the United States, and Dane County has a strong player base with limited indoor options. Our facility not only fills the need for year-round play during the winter but also provides structured, inclusive programming:

- Organized open plays where participants are matched by skill level.
- Events and leagues that are both competitive and social, with clear expectations.
- A welcoming environment where new players can learn and integrate into the community — unlike park play, which is often unstructured.

Adding beer service enhances the experience by supporting the social atmosphere before and after play and during private events.

Compliance & Responsible Service

• All staff serving beer will complete Wisconsin's Responsible Beverage Server training.
• Valid ID will be required for every purchase.
• Service will be refused to intoxicated individuals.
• Beer is never permitted on courts. It may only be consumed in designated lounge and social areas of the facility.
• Alcohol sales will be controlled, limited, and secondary to pickleball programming.

Financial Overview

• Dill Dinkers Madison is a privately funded franchise investment with stable revenue streams from memberships, court rentals, leagues, and events.
• Beer sales are expected to account for less than 5% of total revenue, reinforcing that alcohol is incidental and not core to the business model.
• The facility projects over $1M annually in revenue, primarily from pickleball operations.

Community Benefit

Dill Dinkers Madison is committed to serving as a community hub:
• Creation of 15+ local jobs.
• Hosting school groups, fundraisers, and charity events.
• Providing a safe, family-friendly, and inclusive environment for recreation.
• Supporting Madison's growing pickleball community by offering year-round play and organized programs.

Conclusion

Dill Dinkers Madison respectfully requests approval for a Class B Beer License to responsibly serve beer in a manner that complements our core mission: building community through pickleball. We are committed to safe practices, strict compliance with all laws, and contributing positively to Madison's recreational and social offerings.

October 2025 ALRC New License

Class A Licenses.csv

All items

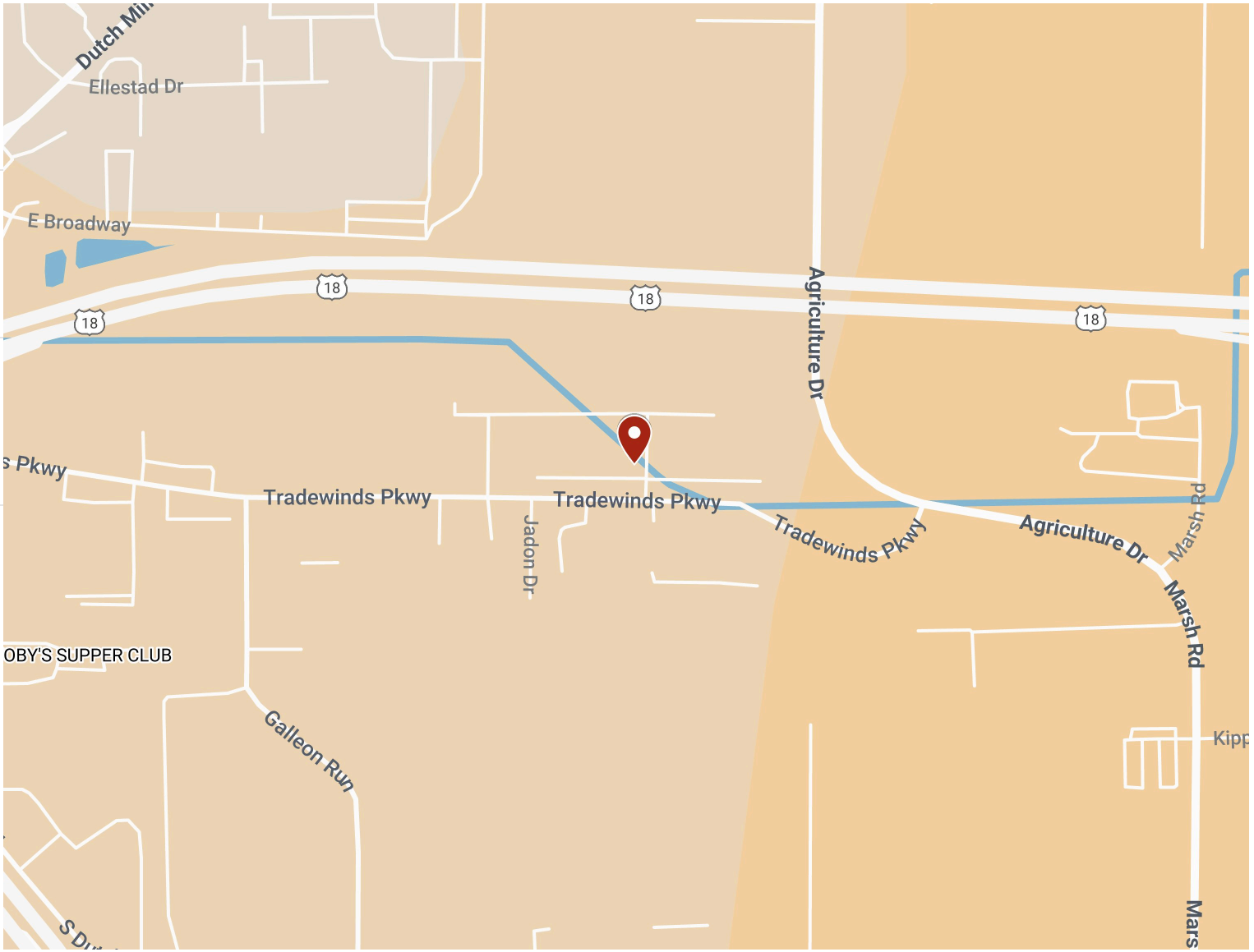
Class B Licenses.csv

All items

New Licenses.xlsx

All items

New licenses are drops, existing Class A licenses are orange shopping carts, existing Class B licenses are blue martini glasses.



City of Madison

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

Master

File Number: 89929

File ID:	89929	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/10/2025
File Name:	CLAIM: K. Warren - Property Damage - $1,599.08			**Final Action:**	
Title:	K. Warren - Property Damage - $1,599.08				
Notes:	EVL006902				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 89929

Title

K. Warren - Property Damage - $1,599.08

Body

Claim received 9/5/2025.

City of Madison

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

Master

File Number: 89932

File ID:	89932	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/10/2025
File Name:	CLAIM: L. Spanbauer - Vehicle Damage - $4,195.71			**Final Action:**	
Title:	L. Spanbauer - Vehicle Damage - $4,195.71				
Notes:	EVL006904				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 89932

Title

L. Spanbauer - Vehicle Damage - $4,195.71

Body

Claim received 9/9/2025.

City of Madison

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

Master

File Number: 89941

File ID:	89941	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/10/2025
File Name:	CLAIM: B. Haltinner - Property Damage - $425.00			**Final Action:**	
Title:	B. Haltinner - Property Damage - $425.00				
Notes:	EVL006907				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 89941

Title

B. Haltinner - Property Damage - $425.00

Body

Claim received 9/10/2025.

City of Madison

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

Master

File Number: 90059

File ID:	90059	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/17/2025
File Name:	CLAIM: Blackhawk Technical College - Property Damage - $17,009.39			**Final Action:**	

Title: Blackhawk Technical College - Property Damage - $17,009.39

Notes: EVL006920

Sponsors:		**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com	**Published Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 90059

Title

Blackhawk Technical College - Property Damage - $17,009.39

Body

Claim received 9/15/2025.

City of Madison

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

Master

File Number: 90062

File ID:	90062	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/17/2025
File Name:	CLAIM: A. Churchill - Property Damage - $500.00			**Final Action:**	
Title:	A. Churchill - Property Damage - $500.00				
Notes:	EVL006923				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 90062

Title

A. Churchill - Property Damage - $500.00

Body

Claim received 9/15/2025.

City of Madison

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

Master

File Number: 90076

File ID:	90076	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/23/2025
File Name:	CLAIM: State Farm - Vehicle Damage - $3,044.65			**Final Action:**	
Title:	State Farm - Vehicle Damage - $3,044.65				
Notes:	EVL006941				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 90076

Title

State Farm - Vehicle Damage - $3,044.65

Body

Claim received 9/22/2025.

City of Madison

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

Master

File Number: 90080

File ID:	90080	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/24/2025
File Name:	CLAIM: Madison Property Management - Property Damage - $10,000.00			**Final Action:**	

Title: Madison Property Management - Property Damage - $10,000.00

Notes: EVL006944

Sponsors:		**Effective Date:**	
Attachments:		**Enactment Number:**	
Author:		**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com	**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 90080

Title

Madison Property Management - Property Damage - $10,000.00

Body

Claim received 9/23/2025.

City of Madison

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

Master

File Number: 90102

File ID:	90102	**File Type:**	Claim	**Status:**	Risk Business
Version:	1	**Reference:**		**Controlling Body:**	Risk Manager
				File Created Date :	09/25/2025
File Name:	CLAIM: D. Wenzel - Vehicle Damage - $1,160.59			**Final Action:**	
Title:	D. Wenzel - Vehicle Damage - $1,160.59				
Notes:	EVL006948				
Sponsors:				**Effective Date:**	
Attachments:				**Enactment Number:**	
Author:				**Hearing Date:**	
Entered by:	jaustin2@cityofmadison.com			**Published Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 90102

Title

D. Wenzel - Vehicle Damage - $1,160.59

Body

Claim received 9/24/2025.

City of Madison

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

Master

File Number: 89942

File ID:	89942	**File Type:**	Resolution	**Status:**	Items Referred
Version:	1	**Reference:**		**Controlling Body:**	BOARD OF PUBLIC WORKS
				File Created Date :	09/10/2025
File Name:	Adopting the updated ADA Transition Plan			**Final Action:**	

Title: Adopting the updated ADA Transition Plan

Notes:

Sponsors: Satya V. Rhodes-Conway

Attachments: ADA Transition Plan

Author:

Entered by: mgibson@cityofmadison.com

Effective Date:

Enactment Number:

Hearing Date:

Published Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Civil Rights Department	09/11/2025	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Disability Rights Commission (11/20/25), Transportation Commission (10/8/25) Board of Public Works (10/29/25), Common Council (12/9/25)						
1	COMMON COUNCIL	09/16/2025	Refer	DISABILITY RIGHTS COMMISSION			Pass
	Action Text: A motion was made by Vidaver, seconded by Govindarajan, to Refer to the DISABILITY RIGHTS COMMISSION. The motion passed by voice vote/other.						
	Notes: Additional referral to Transportation Commission and Board of Public Works						
1	DISABILITY RIGHTS COMMISSION	09/16/2025	Referred	TRANSPORTATION COMMISSION			
	Action Text: This Resolution was Referred to the TRANSPORTATION COMMISSION						
1	DISABILITY RIGHTS COMMISSION	09/16/2025	Referred	BOARD OF PUBLIC WORKS			
	Action Text: This Resolution was Referred to the BOARD OF PUBLIC WORKS						

Text of Legislative File 89942

Fiscal Note

The proposed resolution adopts the updated Americans with Disabilities Act (ADA) Transition Plan. The 2026 Executive Capital Improvement Plan (CIP) includes funding in future years for design and construction costs related to addressing access barriers at City facilities that are open to the public (program #15751). No additional City appropriation required with adoption of

this Plan.

Title

Adopting the updated ADA Transition Plan

Body

WHEREAS, July 26, 2025, marks the 35th anniversary of the Americans with Disabilities Act (ADA).

WHEREAS, the ADA is landmark civil rights law that affirms and protects the rights of people with disabilities to participate in public life, which was achieved through the efforts of Disabled people's movements that pushed the nation to advance access and equity.

WHEREAS, we recognize that the disability community was most powerful when it worked across disability communities and moved in solidarity to shape America.

WHEREAS, the City of Madison established an ADA Transition Plan in the 1990s and has maintained compliance.

WHEREAS, people with disabilities continue to encounter barriers in the built world, burdensome processes to have access needs met, and continued social and attitudinal barriers to fully participate and thrive in their communities.

WHEREAS, the City of Madison established a Disability Rights and Services Program that works to foster a barrier-free, inclusive, thriving Madison by implementing innovative approaches to access, inclusion, and justice both internally and in City programs, services, and facilities.

WHEREAS, in 2020 the Disability Rights and Services Program became a part of the new Equity and Social Justice Division within the Department of Civil Rights, ensuring an approach that connects disability rights, language access, and racial and social justice together.

WHEREAS, in 2023 the City of Madison hosted its first ***Disability Summit: Collective Visioning for a More Equitable Future*** establishing a platform for residents to share their experiences and vision for the communities in which we live, work, learn, travel, play, and thrive.

WHEREAS, residents with disabilities affirmed that Madison should strive to be a model employer of people with disabilities and identified that City programs, services, and facilities must be accessible because every space should be a space for people with disabilities, ensuring that all people can access and engage with their community regardless of their mode of travel.

WHEREAS, the City of Madison has taken proactive steps to revitalize its ADA Transition Plan by evaluating *all* programs, services, activities, public facilities, employment practices and public right-of-way in order to identify and develop a comprehensive plan to remove barriers to access for all Madison residents and visitors.

WHEREAS, adopting the updated ADA Transition Plan honors the legacy of the advocates and activists that fought for the right to access.

NOW, THEREFORE, BE IT RESOLVED, that Madison adopts an updated ADA Transition Plan and commits to working towards full ADA compliance in *all* programs, services, activities, public facilities, employment practices and public right-of-way.

City of Madison Americans with Disabilities Act Transition Plan

Proposed Plan, September 2025



1549

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Introduction

The Americans with Disabilities Act (ADA) of 1990 is a civil rights law that affirms and protects the rights of people with disabilities to participate in public life. Under Title II of the ADA, 28 CFR Part 35, public entities are required to provide services, programs, and activities in a manner that is readily accessible to and usable by people with disabilities. Title I of the ADA prohibits discrimination against people with disabilities in employment.

A Transition Plan includes a self-evaluation of all programs, facilities, employment policies, and the public right-of-way. The self-evaluation process generates a current state description of compliance and potential barriers to access. It is anticipated that a self-evaluation will reveal areas where a city is not fully compliant with the ADA and relevant standards. Identifying barriers to access is essential in creating a meaningful ADA Transition Plan. This plan will provide a framework for the City of Madison to work towards removing barriers to access in the years to come.

Through this plan, it is our goal to achieve compliance with the ADA and relevant standards in the following areas by these dates:

- Programs, Services and Activities: December 31, 2025
- Public-Facing Websites and Electronic Information and Technology: April 24, 2026
- Public Facilities
    - Access barriers with identified remedies: December 31, 2040
    - Access barriers requiring further exploration to determine available remedies: Plan Addendum by December 31, 2030
    - Access barriers in parks and recreation facilities: December 31, 2055
- Public Right-of-Way
    - Bus stop accessibility improvements: November 30, 2025
    - Crosswalk signals, new and altered pedestrian signal heads installed at crosswalks include APS, RRFBs and other traffic safety enhancements: Ongoing system improvements through Traffic Signals and Street Safety Improvement Program Sidewalk System Improvement Program
    - Sidewalk network repair and replacement: Ongoing sidewalk system-wide improvements through Curb Ramp Repair and Replacement Programs on a 10-year cycle
    - Determine feasibility of installation of 206 curb cuts and curb ramps as well as scope of project: Plan Addendum by December 31, 2027
    - Curb Ramp Repair and Replacement Programs will complete a full analysis of street reconstructions necessary in order to install compliant curb ramps: Plan Addendum by December 31, 2035.

A transition plan must, at minimum:

- Identify physical barriers in public facilities that limit the accessibility of programs or activities for people with disabilities,
- Describe the methods that will be used to make the facilities accessible,

- Make a specific schedule with steps to be taken each year that are necessary to achieve compliance; and
- Name the official responsible for implementation of the plan

(28 CFR § 35.150(d)(3)).

ADA Transition Plans are required for cities with 50 or more employees. An ADA Transition Plan is intended to be a living document that helps cities in achieving full compliance and fostering access and usability of all programs, services, activities, and facilities. Although there is no requirement that a city revitalize their ADA Transition Plan, the City of Madison is committed to improving access and inclusion for all its residents.

Madison enacted an ADA Transition Plan in the 1990s and has maintained compliance, although some of the elements of that compliance have become decentralized over time. The City of Madison has also grown and changed significantly since the 1990's. Additionally, the compliance requirements have evolved. As a result, our ADA Transition Plan needs to be updated to ensure accessibility and usability of the City's programs and facilities.

A key goal of this Plan is to center the experiences and expertise of community members and disability-led organizations. We contracted with Access to Independence, a local disability-led organization, as a consultant to assist in the process of evaluating and updating the public right-of-way portion of this Plan.

We recognize the disability community includes people of color, LGBTQIA2S+, immigrants, and people with other marginalized identities. To approach disability as a special issue or a silo diminishes the experiences and intersections of this culturally rich and diverse community. We must align and harmonize with our efforts for racial justice, gender justice, language justice, and the liberation of other marginalized communities.

Therefore, our efforts to foster access in Madison must go beyond legal compliance and involve collaborating with those most impacted to address the historic impact of ableism. We are committed to working toward access and equity in all City planning, programs, services, and facilities. We believe all residents deserve the opportunity to live, work, travel, play, and thrive.

We recognize that collaboration with residents with disabilities is an essential component of developing an effective ADA Transition Plan. We welcome and encourage comments and suggestions, especially from Disabled Madison residents/residents with disabilities and disability-led organizations.

Communication and Accommodations

Questions or Concerns about this Plan:

Rebecca Hoyt
Disability Rights and Services Specialist (ADA Coordinator)
608-266-6511
RHoyt@cityofmadison.com

Norman Davis
Department of Civil Rights Director

608-267-8759
NDavis@cityofmadison.com

Accommodations and Alternate Formats of this Plan:

Rebecca Hoyt
Disability Rights and Services Specialist
608-266-6511
RHoyt@cityofmadison.com

City of Madison Language Access Program:

LAP@cityofmadison.com
Language Access Program
Language Access for People with Disabilities

To File a Grievance about this Plan:

- Online
- In-Person: Department of Civil Rights, 210 Martin Luther King Jr Blvd. Room 523, Madison, WI 53703- Hours: Monday - Friday, 8:00am – 4:30pm
- Request a form or alternative format: 608-266-4910 or dcr@cityofmadison.com
- Find a Certified Community Partner near you to help with completing the complaint form.

Who is protected by the ADA?

The ADA defines a person with a disability as someone who meets at least one of these descriptions:

- Has a physical or mental impairment that substantially limits one or more major life activities,
- Has a record or history of an impairment, or
- Is regarded as having such an impairment.

Limitations

Under the ADA, public entities are not prohibited from providing benefits, services, or advantages to individuals with disabilities, or to a particular class of individuals with disabilities (28 CFR § 35.130(c)). Nothing in this Plan will provide the basis for a claim that an individual without a disability was subject to discrimination because of a lack of disability, including a claim that an individual with a disability was granted a reasonable modification that was denied to an individual without a disability (28 CFR § 35.130(i)). A person with a disability is not required to accept an accommodation, aid, service, opportunity, or benefit which they choose not to accept (28 CFR § 35.130(e)(1)).

A public entity is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burden (28 CFR § 35.164). Public entities are not required to provide personal devices or services such as mobility devices, hearing aids, eyeglasses, or personal assistance services (28 CFR § 35.135). Public entities are also not required to include a person in benefit from the services, programs, or activities when their participation would pose a direct threat to the health or safety of others (28 CFR § 35.139). A public entity is not necessarily required to make

each of its existing facilities accessible to and usable by individuals with disabilities, to take any action that would threaten or destroy the historic significance of an historic property, or to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burden (28 CFR § 35.150). A public entity may use other methods to make its services, programs, or activities readily accessible to and useable by people with disabilities. The ADA does not provide protections for a person currently engaged in the use of illegal drugs (28 CFR § 35.131).

This Plan does not account for isolated or temporary interruptions in service or access due to maintenance or repairs (28 CFR § 35.133). It also does not include quasi-public agencies and authorities. As separate authorities which receive federal funding, they are directly responsible for maintaining compliance with federal laws and regulations governing accessibility. This plan also does not include machine shops and storage facilities which are not open to the public and have limited employee use.

Disability Rights and Services Program

In 1990, Madison's City Council adopted Madison General Ordinance 39.05 prohibiting discrimination based on disability by City programs and by City-funded agencies. The Disability Rights and Services Program is part of the City's Department of Civil Rights, Equity and Social Justice Division. The Disability Rights and Services Specialist coordinates the City's efforts to comply with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. Often known as the ADA Coordinator, at the City of Madison the Disability Rights and Services Specialist serves as a point of contact for internal staff and the general public who may have questions, comments, or concerns regarding ADA accessibility. In addition, the Disability Rights and Services Specialist responds to complaints/comments, implements and assesses the self-evaluation, and ensures that the established ADA Transition Plan is followed and updated, as needed.

The Disability Rights and Services Program also strives to:

- Advance diversity, equity, inclusion, and access throughout the city,
- Gather community input on issues including transportation, recreation, accessibility, and housing, and
- Works collaboratively with the Disability Rights Commission, established by Madison General Ordinance 39.04, and community-based organizations that advance equity and provide services to people with disabilities.

The ADA Coordinator for the City of Madison is:

Rebecca Hoyt
Disability Rights and Services Specialist
RHoyt@cityofmadison.com
608-266-6511

Complaint Process

The Department of Civil Rights is responsible for management, development and implementation of Chapter 39 of the Madison General Ordinance. The Department of Civil Rights works to ensure

the rights of all people are respected and that all people are given equal opportunities to succeed based upon their personal merits.

To this end, the Department of Civil Rights vigorously pursues the policies and principles within the City as an employer and within the City as a community of people who respect the rights and the contributions of every community member.

You have the right to file a complaint in addition to contacting the Disability Rights and Services Specialist.

Equal Opportunities Division

Madison General Ordinance 39.03 establishes an Equal Opportunities Ordinance and declares, "Discrimination against any of Madison's residents or visitors endangers the rights and privileges of all. The denial of equal opportunity intensifies group conflict, undermines the foundations of our democratic society, and adversely affects the general welfare of the community." The ordinance establishes a complaint process for residents to address complaints of discrimination in housing, employment, public accommodations and City facilities based on the following protected classes: sex, race, religion or atheism, color, national origin or ancestry, citizenship status, age, disability, marital status, source of income, arrest record, conviction record, credit history, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partner status, receipt of rental assistance, the fact that the person declines to disclose their social security number, homelessness or unemployment status. A copy of all complaints filed with EOD related to disability discrimination in city facilities and city-assistance programs and activities (under MGO 39.05) is provided to the Disability Rights and Services Program (ADA Coordinator).

How to File an Equal Opportunities Complaint

- Online
- In-person: Complaints may be filed in person Monday – Friday 8:00 a.m. – 4:30 p.m. at City County Building, 210 Martin Luther King Jr Blvd. Room 523, Madison, WI 53703
- Request a complaint form by mail by calling: 608-266-4910

If you need language access services or an accommodation to complete the complaint form, contact 608-266-4910 or dcr@cityofmadison.com

Affirmative Action Division

The City of Madison provides equal employment, promotional opportunities, and equal access to public services for all persons from all segments of the Madison community without regard to their race, religion, color, age, marital status, disability, sex, national origin, sexual orientation or gender identity. Madison General Ordinance 39.02 prohibits discrimination in employment practices and requires direct action to make equal employment, access to public service, and promotional opportunities a reality and correct the effects of past patterns of inequality. Entities that contract with the City of Madison must agree not to discriminate against any employee, applicant, subcontractor, or person 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 during their contract period. Applicants and employees of the City of Madison who believe they have experienced employment discrimination by the City of Madison, or a contractor have the right to file a complaint.

How to File an Affirmative Action Complaint

- In-person: Complaints may be filed in person Monday – Friday 8:00 a.m. – 4:30 p.m. at City County Building, 210 Martin Luther King Jr Blvd. Room 523, Madison, WI 53703
- Email: APM3-5Complaints@cityofmadison.com
- Phone: 608-266-4910

If you need language access services or an accommodation to complete the complaint form, contact APM3-5Complaints@cityofmadison.com or 608-266-4910

Madison Metro

Madison Metro has an internal complaint process. These complaints are not processed by the Department of Civil Rights.

How to File a Complaint about Madison Metro Services

- Online
- Phone: 608-266-4466, Monday – Friday: 6:15 a.m. – 6:00 p.m. and weekends and holidays 8:00 a.m. – 4:30 p.m.
- Email: mymetrobus@cityofmadison.com

If you need language access services or an accommodation to complete the complaint form, contact mymetrobus@cityofmadison.com or 608-266-4466.

Madison Police Department

Complaints and concerns related to the Madison Police Department may be submitted to the Office of the Independent Monitor.

How to File a Complaint or Report a Concern with the Office of the Independent Monitor

- Online
- Phone: 608-261-7161
- Mail or In-person: Monday – Friday 10:00 a.m. – 4:30 p.m. at City County Building, 210 Martin Luther King Jr Blvd. Room 501, Madison, WI 53703

If you need language access services or an accommodation to complete the complaint form, contact the Independent Police Monitor at oim@cityofmadison.com or 608-261-7161.

The Madison Police Department also has an internal complaint process. These complaints are not processed by the Department of Civil Rights.

How to File a Complaint about a Madison Police Department Employee

- Online
- Mail: Download the Complaint of Employee Conduct form (English / Español) and send to Madison Police Department, Chief's Office, GR-21, City-County Building, 211 S. Carroll

Street, Madison, WI 53703. Complaint forms are also available at any District Station or Madison Public Library branch.

- Professional Standards and Internal Affairs (PSIA) Unit Phones:
  - PSIA Lieutenant: 608-266-6502
  - PSIA Sergeant: 608-266-4590
  - PSIA Detective Sergeant: 608-266-4694
  - Complaints placed after 4:00 p.m. or on weekends should be directed to the Officer-in-Charge at 608-266-4418
- In-Person: Chief's Office in GR-21 of the City-County Building, 211 S. Carroll Street, Madison, WI 53703.

You may choose to file a separate complaint with the Police and Fire Commission (PFC) to commence a disciplinary process. The PFC's Rules and Complaint Form are available online. In addition, blank PFC Complaint Forms are available at the Mayor's Office, the Clerk's Office, and at any Public Library. Questions regarding the PFC's Complaint Process may be submitted to pfc@cityofmadison.com.

If you have questions, need an accommodation or language access services to file a complaint, contact the Professional Standards & Internal Affairs Office at 608-266-6502 or 608-266-4590.

Self-Evaluation Process

The City of Madison has several centralized programs that support all other Departments and Divisions such as Human Resources, the Language Access Program, and Information Technology. These programs were evaluated through review of policies and procedures and consultation with relevant staff to evaluate compliance with Title I and Title II of the ADA.

In addition, each Department was provided with a questionnaire intended to evaluate program, service, and activity compliance with Title II of the ADA. The questionnaire included 34 questions related to program accessibility, effective communication, licensing and certification, non-discrimination in contracting with external entities, department-specific policies, and events and event ticketing where applicable (Appendix I and II).

Each Department also completed the 2010 ADA Design Standards Existing Facilities Checklist for all relevant facilities within their jurisdiction. For some Departments this may include an office suite and for others multiple facilities throughout the city. Public Transit Facilities used the Federal Transit Administration ADA Circular 4710.1. Residential facilities dwelling units were evaluated based on Access Board Accessibility Standards Section 233 and City Shelters based on Accessibility Standards Section 244.

Department representatives received training on how to accurately complete the questionnaire and checklist and were provided with support and assistance from the Disability Rights and Services Specialist (ADA Coordinator) throughout the process.

The Disability Rights and Services Program collected and analyzed 31 program questionnaires from 23 Departments and 119 facilities checklists not including in-person evaluations conducted at recreation facilities by the Madison Parks Division. Some departments, due to their size and complexity, submitted multiple program questionnaires. The Disability Rights and Services

Program and Engineering Staff then met with representatives from each Department to review the information provided to ensure accuracy of responses. Some responses required clarification and verification from the Department of Civil Rights and Engineering to confirm compliance through on-site evaluation.

To effectively evaluate public right-of-way facilities which cover multiple City Agencies, the Disability Rights and Services Program and Department of Civil Rights assembled a working team of diverse subject matter experts: the Disability Rights and Services Specialist and staff from Department of Civil Rights, Department of Transportation including Madison Metro, Streets, Traffic Engineering, Planning and the Office of the City Attorney. The Department of Civil Rights additionally contracted with Access to Independence, a local disability-led organization, as a consultant to assist in the process of evaluating and updating the portion of the ADA Transition Plan that relates to the accessibility and usability of the public right-of-way. Staff conducted significant due diligence to determine Madison's past efforts, key stakeholders, and potential for building upon existing resources to address barriers to access in public right-of-way facilities.

Departments with a large number of facilities, such as Madison Metro and Madison Parks, utilized geographic information system (GIS) technology to evaluate facilities. Given the thousands of facilities managed by these Departments, in-person site assessments would have been unfeasible within current resources. A description of the methods used is included in the Facilities and Public Right-of-Way sections of this plan.

Public Engagement Process

The City of Madison provides ongoing opportunities for interested people, including people with disabilities and organizations representing people with disabilities, to provide input and inform City programs, services, activities, and the design of facilities.

In July 2023, the City of Madison hosted its first **Disability Summit: Collective Visioning for a More Equitable Future.** It established a platform for residents to provide input by sharing their experiences and vision for the communities in which they live, work, learn, travel, play, and thrive. Feedback received related to City facilities, programs, and services as well as feedback related to pedestrian facilities is included in this Plan.

Community members may further inform the self-evaluation process by providing comments and suggestions related to the Proposed ADA Transition Plan and Self-Evaluation. This information will be considered when prioritizing and scheduling the removal of access barriers.

A summary of public engagement activities related to this Plan is included below. In addition, we recognize that the lived experiences of our residents are invaluable in conducting a meaningful self-evaluation. Therefore, a Proposed ADA Transition Plan was made available for public comment on June 24, 2025.

The Department of Civil Rights hosted public information sessions to share information about the self-evaluation process and findings with residents with disabilities and other stakeholders and to obtain feedback to inform the development of this plan. The information sessions were posted online and covered differed portions of the plan as follows:

- Programs, Activities and Services and Employment

- Public Right of Way
- Public Facilities and Web and Digital Accessibility

In addition, residents were engaged via social media, the city website and through the City of Madison's news updates.

Additional comments and suggestion were sent to RHoyt@cityofmadison.com or

Department of Civil Rights
ATTN: ADA Coordinator
210 Martin Luther King Jr. Blvd., Suite 523
Madison, WI 53703

A summary of public engagement activities will be included in Appendix XV at the end of the 60-day public comment period.

Organization of this Report

This report includes four main parts.

Part I includes programs, services, and activities. This part includes a description of the City of Madison's centralized Language Access Program and web and mobile communications as well as program accessibility for all city agencies that provide services to the public.

Part II includes City facilities which are open to the public.

Part III includes the facilities in the public right-of-way. This portion of the plan was prepared in consultation with Access to Independence.

Part IV includes the City of Madison's policies related to employment and a narrative related to the accessibility of facilities used by employees of the City of Madison.

PART I: Programs, Services, and Activities

Centralized Services for People with Disabilities

As a recipient of federal funds, the City of Madison is subject to Title II and Title IV of the Americans with Disabilities Act. The Act requires public entities to ensure effective communication with people with disabilities. Under 28 CFR § 35.160 et. sq., public entities, including the City of Madison, are required to:

- Take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.
- Provide appropriate auxiliary aids and services where necessary to afford individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.

The type of auxiliary aid or service necessary to ensure effective communication will vary based on the method of communication the person with a disability uses; the nature, length, and complexity of the communication; and where and when the communication takes place (28 CFR § 35.160(b)(2)).

In addition, Madison General Ordinance 39.02 holds that the official policy of the City of Madison is to provide equal access to public services for all persons from all segments of the Madison community without regard to their disability, national origin, or other protective categories, and prohibits the practice of unfair discrimination in access to public services, employment and contracting. The City is required to take "affirmative and direct action… to make equal employment, access to public service, and promotional opportunities a reality and correct the effects of past patterns of inequality."

In September of 2016, the Madison Common Council adopted a resolution which directed the Department of Civil Rights to develop a comprehensive language access plan. The City of Madison Language Access Plan was adopted by the Common Council in 2017. The Language Access Plan informs City of Madison staff, leaders, elected officials, and contracted vendors on policies, procedures, and practices for meaningful access to City services.

Members of the public have a right to request accommodations, translation, and interpretation services so they can meaningfully participate in all City services, programs, and activities. Language access services are provided at no cost to the individual.

Each Department and Agency in the City of Madison provides accommodations, auxiliary aids and services directly to members of the public upon request. Programs may consult with the Disability Rights and Services Program, designated ADA Coordinator, as needed to ensure their communications with members of the public with disabilities is as effective as communications with members of the public without disabilities. These include providing:

- Materials in alternative formats such as large print, accessible electronic format, other effective methods of making visually delivered materials available to individuals who are blind or have low vision.
- Use of video remote interpretation (VRI), relay services, and other effective methods of making orally delivered information available to individuals who are d/Deaf or hard of hearing.
- Qualified notetakers and readers, and other similar services.

All other auxiliary aids and services are provided through the City of Madison's centralized Language Access Program.

Language Access Program

The City of Madison Language Access Program provides auxiliary aids and services to ensure access to City programs for people with disabilities and for people whose preferred language is one other than English.

Members of the public may request language access services directly by emailing lap@cityofmadison.com or contacting the Department of Civil Rights at 608-266-4910.

The Language Access Program coordinates the following services for all City programs:

- Qualified interpreters including in-person and remote sign language interpretation
- On-demand video remote interpreting (VRI) services and on-demand interpretation for spoken and sign languages
- Translation services
- Communication Access Realtime Translation (CART)
- Auto-generated captioning for all internal and public virtual meetings
- Assistive listening systems and devices
- Plain language consultation

All Language Access Program services are provided at no cost to the recipient.

Telecommunications

Video relay interpretation services are available through Wisconsin Relay Services (711), a no-cost service that enables people who are d/Deaf, hard of hearing, DeafBlind or those with a disability that effects their speech to place and receive phone calls. Services include TTY relay, voice carry-over, hearing carry-over, and speech-to-speech.

The City of Madison accepts and responds to callers who use Wisconsin Relay Services in the same manner it accepts and responds to other callers.

Braille Materials

The City of Madison produces materials in Braille upon request. Members of the public may request Braille materials from city programs or the Language Access Program directly. The City's Document Services Unit utilizes a braille printer to facilitate these requests.

Website and Electronic Information and Technology

In April of 2024, the Department of Justice made a welcome announcement to advance access for the disability community. It issued a new rule updating Title II of the ADA by requiring the Web Content Accessibility Guidelines (WCAG) level 2.1 AA. WCAG 2.1 AA are specific requirements to ensure web content and mobile applications are accessible and useable for people with disabilities. By April 24, 2026, all public-facing, unarchived, and new web content and mobile applications for a city Madison's size must comply with WCAG 2.1 AA standards. This means federal standards will now include the access needs of a wider range of people with disabilities including people with blindness and low vision, people who are d/Deaf or have hearing loss, limited movement, speech disabilities, photosensitivity, and some learning and cognitive disabilities. The new standards also consider the ways people with disabilities access information such as through desktops, laptops, tablets, and mobile devices.

The City's Information Technology (IT) Department adopted strong accessibility and usability guidance over the last 15 years. It's in the IT strategic plan, web content editor training, the City Brand Guide, and our content management system (Drupal). We have several digital accessibility and usability subject matter experts (SMEs) on staff. We also improve our website's accessibility and usability with regular monitoring and updates from a third-party vendor. We regularly update older sections of the City site to our new design system, using Web Content Accessibility Guidelines (WCAG) level 2.1 AA guidance for accessibility and usability. Information Technology continues to encourage reporting of any issues so we can fix problems or find the resources requested.

As of 2024, we require a Voluntary Product Accessibility Template for all new vendors and digital products. This template requires all vendors to report their compliance with current accessibility standards. A vendor must provide a remediation plan if it fails to conform to WCAG 2.1 AA standards.

While WCAG 2.1 AA is our primary standard for compliance, we also strive for Section 508 and WCAG 2.2 standards whenever possible. For example, adopting our cloud-based Microsoft 365 (M365) toolset made daily work more accessible, at higher standards. The M365 programs allow for built-in user accessibility reviews. We also incorporated accessibility learning pathways into our Learn M365 training modules. We work with Microsoft on any barriers or bugs staff encounter. We also developed a staff training plan for the most widely used M365 applications.

Beyond digital standards and toolsets, IT hired the City's first Digital Inclusion Coordinator in June 2023. The coordinator leads efforts to bridge the digital divide for members of our City workforce and the community (as appropriate). This includes initiatives, projects and consulting related to digital skills, accessibility, affordable internet and devices, comfortable and secure use, grant funding, and more. This coordination also involves representation and collaboration with community, state and federal partners.

These steps work towards ensuring that every visitor to the City of Madison's website has an equal experience and that all sites comply with state and federal regulations.

Accessibility problems or concerns of a City website or application can be reported online or by phone at 608-266-4506.

Self-Evaluation Findings

The following barriers to access were identified in the Self-Evaluation of Web and Electronic Information and Technology:

- Currently, auto-generated captions are available in all virtual meetings hosted by the City of Madison. CART services are made available upon request. Open and closed captions are not currently available for livestreamed meetings or automatically included in recordings of virtual meetings. We also plan to make transcripts more available and easily accessible to those who need them.
- Many, especially older, unarchived documents and videos do not conform to WCAG 2.1 AA standards.
- Legacy websites, which are websites with outdated frameworks, are pending upgrades to conform to WCAG 2.1 AA standards.
- Public-facing software, applications, and web-content offered by third-party vendors may not currently be fully compliant with WCAG 2.1 AA standards.
- Each department manages its web content. Full compliance requires extensive IT-provided training, support, and facilitation.

Overall, the City of Madison has **maintained conformance to current WCAG standards** and is on track to meet the minimum WCGA 2.1 AA standards by April 26, 2026. Further, as part of our ADA transition planning, we expect to have internal digital content and software conform to WCAG 2.1 AA and Section 508 standards by 2031.

Schedule for WCAG 2.1 AA and Section 508 Implementation

- By 2026, all public-facing digital content and technology will meet compliance requirements of WCAG 2.1 AA.
- By 2026, all software, hardware, and vendor contracts will include accessibility requirements.
- By 2031, all digital content including documents, videos, and other data/assets and software and hardware applications only used by City staff will conform to WCAG and Section 508 standards. Given current IT and other agency contracts with government/third-party vendors, this additional conformance will take time. Any digital content not compliant by 2031 will require an approved exception and a plan for remediation.

Additionally, the City should explore options for serving people with disabilities who use captioning and prefer a language other than English. City-wide translation resolution precludes automated English to other language translation (i.e. subtitles). We also note that future City AI policy development may impact effective communication options for people with disabilities and requires further exploration with engagement of impacted stakeholder groups.

See Appendix III for the Schedule, Cost, and Priorities for Removal of Access Barriers for Web and Electronic Information and Technology.

Programs, Services and Activities Self-Evaluation

The City of Madison has 25 Departments. Some Departments include large divisions with complex services which require individual evaluation. Each City of Madison program conducted a Self-Evaluation of program accessibility, effective communication, contracts and licenses in September - December of 2024.

Summary of Self-Evaluation Findings

In total the City of Madison evaluated 33 programs as listed below. This list also includes the person responsible for ADA compliance in each program.

- Mayor's Office - Katie Crawley, Deputy Mayor and Christie Baumel, Deputy Mayor for Housing and Sustainability
- Common Council - Karen Kapusta-Pofahl, Chief of Staff
- Assessor - Michelle Drea, City Assessor
- Attorney - Mike Haas, City Attorney
- Civil Rights - Norman Davis, Civil Rights Director
- Clerk - Jim Verbick, Deputy Clerk
- Engineering - Jim Wolfe, City Engineer
- Finance - Bradley Lovell, Safety Coordinator
- Fire - Scott Bavery, Assistant Chief - Personnel
- Fleet - Randy Koch, Fleet Operations Manager
- Greater Madison Metropolitan Planning Organization (MPO) - Alex Andros, Title VI Coordinator
- Independent Monitor - Robin Copley, Independent Police Monitor
- Information Technology (IT) - Amanda Lythjohan, IT Administrative, Finance and Project Portfolio Manager & Cassandra Hill, Digital Inclusion Coordinator
- Library - Mark Benno, Administrative Services Manager
- Monona Terrace - Bryan Cator, Operations Manager
- Municipal Court - Christie Zamber, Court Administrator
- Parks Division- CJ Ryan, Assistant Superintendent
    - Olbrich Botanical Gardens - Tanya Zastrow, Olbrich Botanical Gardens Director
- Planning & Community & Economic Development
    - Building Inspection Division - Amanda Hoadley, Administrative Supervisor
    - Community Development Division
        - Child Care Unit - Monty Marsh, Early Care and Education Manager
        - Community Development Block Grant (CDBG) - Maria Davila-Martinez, Community Development Specialist and Matt Frater, Community Development Specialist
        - Community Resources Unit (CRU) - Katy Petershack, Community Development Specialist and Garrett Tusler, Community Development Specialist
    - CDA Housing Operations Division - Lisa Daniels, Administrative Services Manager

    - Economic Development Division - Matthew Mikolajewski, Economic Development Division Director
    - Planning - Lisa McNabola, Planner
- Police - Adela Rivera, Human Resources Coordinator
- Public Health Madison & Dane County - Sarah Mattes, Interim Director – Operations Division
- Streets & Recycling - Charlie Romines, Streets Superintendent
- Transportation
    - Metro Transit and Paratransit - Laura Sherrington and Justin Maki, Transit Safety Coordinator
    - Parking Division - Stefanie Cox, Parking Division Manager
    - Traffic Engineering - Tom Mohr, Assistant Director
- Water Utility - Dan Rodefeld, Operations Manager

Compliance

Based on the findings of the Self-Evaluation, the City of Madison is fully compliant in the following areas:

Program Access

- People with disabilities are given equal opportunity to participate in or benefit from the aid, benefit, or services. For example, people with disabilities have equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as others.
- People with disabilities are given the opportunity for equal enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service.
- People with disabilities are given the opportunity to participate as a member of planning or advisory boards.
- Services, aid, or benefits to people with disabilities are provided in the same location as the general public or the most integrated setting appropriate.
- Eligibility criteria for services, aid, or benefits do not disadvantage people with disabilities.
- There are no fees or charges that only apply to people with disabilities or groups of people with disabilities.
- People with relationships or associations with people with disabilities (i.e. family members, spouses, caregivers, etc.) are provided equal services, programs, or activities.
- Agencies are not aware of any safety requirements not based on actual risks, but rather on speculation, stereotypes, or generalizations about individuals with disabilities.
- Facilities are accessible for people who use service animals.
- Public meetings and events are held in locations accessible to people who use mobility devices.

Effective Communication

- Agencies accept and respond to callers who use Wisconsin Relay Services or other phone interpretation services in the same manner as other callers.

- Interested people, including people with vision or hearing impairments, can obtain information about accessible services, activities, and facilities and how to access them.
- There are no known policies or practices related to communication that may exclude or limit the participation of individuals with disabilities in programs, activities, or services.

Contracts

- Anti-disability discrimination language is included in contracts with third parties.
- Agencies are not aware of any claims of disability-related discrimination by contractors.

Licenses and Certificates

- Licenses or certificates issued by agencies are equally as accessible to people with disabilities.
- Licenses or certificates required from another entity are equally as accessible to people with disabilities.

Further Action Needed

Based on our findings, further resources and training are needed in the following areas to achieve our goal of full compliance with the ADA.

Program Access

- All agencies have a process for making reasonable modifications to policies, practices, and procedures where needed to make sure that a person with a disability can access programs, services, or activities (unless making the modifications would fundamentally alter the nature of the service, program, or activity).
- All agencies have notices about the availability of and how to request accommodations and language access services are posted in public places and on public-facing forms.
- People with disabilities are not excluded from any program or service because existing buildings and facilities are inaccessible.

  Note: This was in reference to Monroe Street Library and Public Health Mobile Health Clinics. The ADA does not require that a city make each facility accessible. Rather the accessibility of services, programs, and activities are viewed in their entirety (28 CFR § 35.150 (a)). Therefore, these agencies will ensure that services, programs, and activities offered at these locations are made available at accessible locations and provide accommodations or modifications where needed and appropriate so as not to exclude any qualified person with a disability.
- All staff who interact with the public in city facilities are trained regarding the rights and responsibilities of people who use service animals.

Effective Communication

- All meeting invitations and notices include information about the availability of and how to request accommodations and language access services.
- Written materials are provided in alternative formats such as large print, Braille, and audio recording upon request
- Qualified note takers and readers are provided upon request

- All relevant staff are trained to request interpretation, translation, and other aids and services from the Language Access Program
- All staff who interact with the public have access to a phone for On-Demand Language Line Interpretation services.
- All staff who interact with the public are trained to use Language Line On-Demand Interpretation services over the phone.
- All staff who interact with the public have access to a device for Language Line On-Demand Video Interpretation services.
- All staff who interact with the public are trained to use Language Line On-Demand Video Interpretation services for communication with people who use ASL or other sign languages.
- Audio portions of videos and recorded programming provide equally effective communication for individuals with hearing impairments. For example, captioning or a written transcript.
- Other than when using a qualified interpreter, in an emergency, or at the request of the individual, staff communicate directly with people with disabilities.

A report of program evaluations is available in Appendix IV.

Ticketing

The ADA requires that entities that sell tickets to events do not discriminate against people with disabilities in relation to:

- Ticket sales,
- Ticket prices,
- Identification of available accessible seating,
- Purchasing multiple tickets,
- Ticket transfer,
- Secondary ticket market,
- Hold and release of tickets for accessible seating, and
- Prevention of fraud in the purchase of tickets for accessible seating.

Olbrich Botanical Gardens and Monona Terrace are the only City programs that sell tickets to events. Each program completed a supplemental questionnaire related to ticket sales for wheelchair accessible seating and companion seats. Based on the program self-evaluations the City of Madison is compliant with 28 CFR § 35.138 related to ticketing.

Methods and Timeline for Removing Barriers

In collaboration with the Department of Civil Rights and the Disability Rights and Services Specialist each program developed a Schedule, Cost and Priorities for Removal of Access Barriers in Programs Activities, and Services. Barriers were given a priority ranking as follows:

Priority 1: Access to Services

Priority 2: Effective Communication

Programs were instructed to identify and address barriers that were readily achievable. This means removing access barriers that can easily be accomplished and carried out without much difficulty or expense. If removal of an access barrier is not readily achievable, the program was to list the estimated cost and identify a projected timeline for removing the access barrier considering priority and achievability.

A table including a description of barriers, cost, timeline and department is available in Appendix V.

In addition, the Department of Civil Rights and the Disability Rights and Services Program will take the following action to support agencies in removing barriers to programs, services and activities:

1. The Disability Rights and Services Program will develop and provide annual training on the following topics beginning in the Spring of 2025:
    a. Service and Support Animals in Places of Public Accommodation
    b. ADA and Effective Communication

    It is recommended that all relevant staff attend the trainings at least bi-annually and that recorded trainings are incorporated into the onboarding process for new staff.
2. By December 2025, the Disability Rights and Services Program will develop an Administrative Procedure Memorandum that provides agencies with additional guidance for making reasonable modifications to policies, practices, and procedures where needed to ensure that a person with a disability can access programs, services, or activities (unless making the modifications would fundamentally alter the nature of the service, program, or activity) including when an accommodation is needed due to an inaccessible facility.
3. By December 2025, the Disability Rights and Services Program and other relevant staff will update the Language Access Plan to include guidance and sample language regarding notice requirements related to the availability of and how to request accommodations and language access services. The updated Language Access Plan will include uniform language to be posted in public places and on public-facing forms that is translated into Spanish, Chinese, and Hmong as well as other guidance necessary to ensure compliance with this Plan.
4. Supporting the efforts of Information Technology and other relevant staff in implementing the Schedule, Cost, and Priorities for Removal of Access Barriers for Web and Electronic Information and Technology (Appendix III).

Additional Recommendations

Residents also provided the following recommendations at the Disability Summit to support the City's efforts to extend program access beyond ADA compliance:

1. Incorporate universal design principles in communications and information sharing.
2. Ensure information about City programs and services is easy to find and easy to use. This may include the use of plain language and readily available materials in alternative formats and languages other than English.
3. Work to streamline application processes and user experience for City services.
4. Develop multi-modal ways to engage with the community including through social media, one stop resource guides and information hubs and through community partners.

5. Programing should appeal to Disabled residents through different stages of life and from different cultural backgrounds and lived experiences, recognizing that the disability community is not a monolith.

Comments and suggestions may be sent to RHoyt@cityofmadison.com or

Department of Civil Rights
ATTN: ADA Coordinator
210 Martin Luther King Jr. Blvd., Suite 523
Madison, WI 53703

PART II: Public Facilities

The ADA requires that facilities open to the public be useable and accessible for people with disabilities. This plan includes an evaluation of facilities which are open to the public. A discussion of facilities commonly used only by employees is included in Part IV of this Plan. This Plan does not include quasi-governmental facilities (facilities owned by the City but operated independently by another entity), machine shops, and storage facilities.

The City of Madison's main offices are located in the Madison Municipal Building and the City County Building located at 210 and 215 Martin Luther King Jr. Blvd. Other buildings and offices open to the public include Metro Administrative Offices, Madison Senior Center, Madison Public Libraries, Madison Police Stations, and select Madison Dane County Public Health facilities. These spaces are owned or leased by the City of Madison. Other types of facilities evaluated include 269 of our 282 parks, parking lots and garages, and facilities that offer tours to the public.

Design Standards

The ADA has different standards for buildings and facilities based on when they were constructed or altered (28 CFR § 35.151(c)). See the table below for more information:

Date of construction or alteration	**Standards**
Before January 26, 1992	Not required to comply
On or after January 26, 1992, and before March 15, 2012	Uniform Federal Accessibility Standards or the 1991 ADA Design Standards
On or after September 15, 2010, and before March 15, 2012	2010 ADA Design Standards, Uniform Federal Accessibility Standards, or the 1991 ADA Design Standards (except for elevators)
On or after March 15, 2012	2010 ADA Design Standards

Summary of Facilities Self-Evaluation Findings

This section includes a summary of findings by type of facility – buildings and offices, parks and recreation facilities, parking lots and garages, and employee use facilities that offer tours to the public. A description of identified barriers by facility is available in Appendix VI.

Buildings and Offices

Based on the findings of the Self-Evaluation, we found that most building facilities had compliance issues. The most common issues were related to wayfinding and other informational and directional signage, door weight and proper closure speed, and protruding objects in the path of circulation. Some facility evaluations revealed greater concerns; for example, a lack of accessible parking or noncompliant accessible public restrooms. These were, however, limited considering the large number of city facilities evaluated.

We found that even buildings with newer construction and alterations had compliance issues, though most were minor. This suggests that greater quality assurance is needed to ensure that agency operations staff do not add or alter elements after construction to ensure that compliance

with ADA Design Standards is maintained. Additionally, resources must be invested in existing facilities, training and monitoring in order to achieve our goal of full compliance with the ADA.

Parks Division Facilities

Evaluations of parks facilities were completed using a combination of methods due to the volume of facilities and availability of resources. Staff reviewed all parks via satellite imagery to assess elements related to approach and entrance. Buildings, including shelters and restrooms, were evaluated in-person. We also completed a review of playgrounds installed after 2013. These playgrounds were required to pass inspection meeting the 2010 ADA standards prior to opening. Additionally, we inventoried the playgrounds older than 12 years that will be replaced. One hundred three (103) of our 162 playgrounds built after 2013 were visually verified prior to opening, and 59 of our playgrounds are scheduled to be replaced before 2033. The Parks Division has an annual Capital Improvement Plan that allocates funding for 5-10 playgrounds to be replaced annually, so that a full system replacement occurs on a 20-year cycle.

Many of the barriers identified by the evaluation are issues with the paving, curb cuts, or uneven paths of travel. The Parks Division has parking lot reconstruction integrated into its 5-year Capital Improvement Plan (CIP), and noted which lots are already included in that plan. These are listed in the table below.

Park	**Planned Removal of Access Barriers included in CIP in the next five (5) years**
Acacia Ridge Park	This is a new park, and it is planned to be developed
Brittingham Park	Replace the beach house and address barriers to bathrooms
Burrows Park	Parking lot repaving and restriping
Cherokee Park	Provide accessible path to water's edge to be done with bridge project.
Country Grove Park	Adding tennis/pickleball courts will make curb improvements with this project
Cypress Spray Park	Rebuilding splash pad
Door Creek Park	Will address barriers to access within scheduled trail and parkland improvements project
Duane F Bowman Park	Parking lot repaving and addition of curb cuts and accessible parking
Edna Taylor Conservation Park	Parking lot restriping
Filene Park	Pier repairs and path paving scheduled
Elver Park	Parking lot repaving
Forest Hill Cemetery	Paved access improvements
Garner Park	Parking lot repaving
Goodman Park	Parking lot repaving

Park	Planned Removal of Access Barriers included in CIP in the next five (5) years
Odana Hills Golf Course	Parking lot repaving
Owen Conservation Park	Parking lot repaving
Reindahl Park	Shelter (Imagination Center) and parking lot rebuild scheduled for 2026
Vilas Park	Some accessibility improvements included in CIP

The remaining barriers to access for parks and recreation facilities identified through the self-evaluation process have been assigned an estimated cost so that they can be removed through the 5-year Capital Improvement Plan over time. For a full list of access barriers and anticipated costs see: Parks ADA Self-Evaluation Master Spreadsheet. We anticipate that access barriers in parks and recreation facilities will be incorporated into our Capital Improvement Plan, and that as park facilities are replaced or upgraded, they will be brought into compliance with modern ADA standards. We expect that by identifying which barriers can be removed through existing projects and which must be addressed independent of other projects, we will have a plan that brings our **parks facilities into compliance by 2055**.

Some of our parks have shoreline areas that cannot feasibly be made fully accessible to people using mobility devices due to the existing landscape. However, when viewed in its entirety the parks system is readily accessible and usable to people with disabilities (28 CFR § 35.150 (a)). We have locations throughout the City, such as Vilas Park and Bernies Beach that have mats designed to facilitate access to the shoreline for people using mobility devices. The City has partnered with the Madison Parks Foundation to identify potential funding sources and locations for more of these beach mats to be installed in the future.

The City has also partnered with the Madison Parks Foundation to build four inclusive playgrounds at strategically located parks: Elver Park, Brittingham Park, Rennebohm Park, and Warner Park with plans to build a fifth at Reindahl Park. While all of our playgrounds meet the 2010 ADA Standards, these four playgrounds go above and beyond the standards to create an even more inclusive experience for a wide range of playground users. These playgrounds have poured rubber surfacing for greater wheelchair access, ramps to different levels of the playgrounds, and features that can be enjoyed by people of all ages and abilities.

Finally, it should be noted that our self-assessment was not entirely comprehensive, as the staff and time resources did not allow a full inspection of all park paths, playgrounds, buildings, and property in our 282 parks. Going forward, we must rely on the public to inform us of any elements that present barriers to access in our parks. We welcome this information and will include additional barriers identified in planned accessibility improvements.

To report a barrier to access related to parks and recreation facilities, contact 408-266-4711 or parks@cityofmadison.com. Language access services are available.

Parking Lots and Garages

Based on the Self-Assessment findings, the Blair Lot is fully compliant. Other parking facilities, including the Buckeye Lot, Evergreen Lot, South Livingston Street Garage, and State Street Capital Garage have a small number of compliance issues such as incorrect signage or sign height, door weight and closing speed, or require additional accessible parking stalls to meet the required standards. More resource-intensive compliance issues were identified at the Wingra Lot which needs to be regraded in order to provide a slope and cross slope for accessible parking that is no more than 1:48 (1 inch rise for 48 inches of length). Additionally, the door weight and closing speed of the doors at the Wilson Street Garage are not compliant. Due to the design of this garage and the number of doors involved, this facility requires significant resource investment in order to be accessible and useable for people with disabilities.

Some parking facilities such as the Capitol Square North Garage, Overture Center Garage and State Street Campus (Frances) Garage predate the ADA Design Standards. Due to their design and structure, it is not feasible to address barriers related to the vertical clearance provided for van accessible parking or the slope of parking spaces, access aisles, and some areas of the accessible routes. For these facilities, the agency will remove any barriers to access that are readily achievable.

Facilities Offering Public Tours

Some agencies such as the Madison Fire Department and Madison Water Utility offer tours of employee facilities to the public. Facilities that are not open to the public are not required to meet the 2010 ADA Design Standards. However, public tours may be considered an activity provided by these agencies. Therefore, the City will take steps to ensure the accessibility of services, programs, and activities as viewed in their entirety (28 CFR § 35.150 (a)), even though not all facilities where public tours are provided can be feasibly made fully accessible.

The Fire Department will prioritize bringing the tour route at Fire Stations 1, 7, 11, 12, 13, and 14 into compliance with relevant standards so that tours of fire stations are readily accessible to people with disabilities at a variety of locations even if it is not feasible to offer them at each facility. These Fire Stations were selected because Stations 2, 3, 4, and 5 are multilevel facilities where it would not be feasible to add an elevator or lift. The original design and construction of Stations 8, 9 and 10 predate the ADA standards. These stations have numerous barriers that would require larger renovation or reconstruction projects to make tour routes accessible and usable for people with disabilities. Fire Station 6 is scheduled for temporary relocation in 2025. Information about the availability of accessible tour locations will be made available on the Fire Department website and any other materials related to the availability of public tours.

Regarding tours of Water Utility facilities such as wells, Water Utility will prioritize achieving full compliance on tour routes at Unit Well 7 and Unit Well 31 under the ADA Transition Plan. In addition, it will work with the Disability Rights and Services Program over the next three years to identify and evaluate other well facilities where accessibility is readily achievable or can be achieved within available resources over the next ten years. When considering where to invest resources, we consider ensuring that a proportional number of facilities where public tours are offered are accessible and that there may be some facilities where accessibility and usability is

more readily achievable than others. For information about planning a tour and the availability of accessible locations, contact water@madisonwater.org.

Methods and Timeline for Removing Barriers

In collaboration with the Department of Civil Rights, Engineering, and the Disability Rights and Services Specialist each program developed a Schedule, Cost and Priorities for Removal of Access Barriers in Facilities. Barriers were given a priority ranking as follows:

> Priority 1: Approach and Entrance - elements needed to get into the building like parking, accessible route, curb ramps, ramps, entrance, elevators, etc.
>
> Priority 2: Access to Goods and Services - elements needed to access areas of the building like seating areas, rooms and spaces, wayfinding signs, service counters, elevators, and more.
>
> Priority 3: Toilet Rooms - all aspects of an ADA compliant public restroom.
>
> Priority 4: Additional Services - additional elements like water fountains, public telephones, audible and visual fire alarms, etc.

Programs were instructed to identify and address barriers that were readily achievable. This means removing access barriers that can be easily accomplished and carried out without much difficulty or expense. Those barriers which could be immediately remedied were addressed prior to the development of this Plan. If removal of an access barrier is not readily achievable, the program was to list the estimated cost and identify a projected timeline for removing the access barrier considering priority and achievability.

A full description of barriers, cost, timeline, and department for each facility is available in Appendix VI.

To implement the ADA Transition Plan, it will be necessary for the City of Madison to develop an ADA Transition Project in the Capital Budget beginning 2026, see Appendix VII.

In addition, the Department of Civil Rights will take the following actions to support agencies in removing barriers to access in City facilities.

1. By end of year 2025, the relevant Engineering and other City staff will receive training from Access to Independence related to the 2010 ADA Design Standards Existing Facilities Checklist, Access Board Accessibility Standards Section 233 and Accessibility Standards Section 244.
2. Beginning in September 2025, all newly constructed, altered, or acquired facilities will be evaluated for ADA compliance using the above tools and standards (or current standards) and a schedule, cost, and priorities for removing barriers to access identified in the evaluation process will be developed. The evaluation and the schedule will be submitted to the Disability Rights and Services Program and progress towards removing barriers to access will be monitored in conjunction with this Plan.
3. By September 2025, the City will commit to changing leasing practices to only acquire leased spaces that are compliant with 2010 ADA Design Standards and/or are able to be modified to address non-compliance issues that are readily achievable.

4. By December 2025, the Disability Rights and Services Program in collaboration with Engineering will develop an Administrative Procedure Memorandum that provides agencies with additional guidance to ensure that wayfinding and other identification and directional signage throughout city buildings is uniform and compliant with Sections 216 and 703 of the 2010 ADA Design Standards.

Additional Recommendations

Residents also provided the following recommendations at the 2023 Disability Summit to support the City's efforts to enhance the accessibility and usability of City facilities beyond ADA compliance:

1. Provide learning opportunities for City planners and engineers related to universal design and incorporate universal design principles in new construction and renovations where feasible.
2. Explore opportunities to incorporate the lived experiences and expertise of Disabled consultants, residents, and/or Disability Rights Commissioners with the support of the Disability Rights and Services Specialist in developing planning strategies that center inclusion in public facilities.

Comments and suggestions may be sent to RHoyt@cityofmadison.com or

Department of Civil Rights
ATTN: ADA Coordinator
210 Martin Luther King Jr. Blvd., Suite 523
Madison, WI 53703

PART III: Public Right-of-Way Facilities

The City of Madison Transition Plan is required by the Americans with Disabilities Act (ADA) of 1990 and is intended to guide the City's efforts to provide accessible and useable public facilities for people with disabilities. The ADA Transition Plan addresses accessibility within public right-of-way within the City of Madison.

The purpose of this portion of the Plan is to create a working document that identifies barriers to access within public right-of-way in Madison and to outline a schedule and estimated cost for their removal. This may include necessary changes to ordinances or policies. The Plan also identifies opportunities to go beyond compliance, fostering greater inclusion for Madison residents with disabilities. The Plan is intended to be a living document that will be updated regularly to track progress toward compliance.

The minimum scope of the ADA Transition Plan includes ensuring inventorying accessibility for all sidewalks, bike and multi-use paths, curb ramps and ancillary facilities within the right-of-way, such as bus stops and pedestrian push buttons and signals and documenting any barriers to accessibility. In addition to permanent infrastructure, other barriers to accessibility within public right-of-way—such as sidewalk obstructions, driveway approaches, and areas in disrepair—must also be addressed to create a fully functional and accessible pedestrian system. See Appendix VIII for a list of Acronyms and Abbreviations related to Public Right-of-Way Facilities.

Regulatory Framework and Guidance

Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by any program or activity receiving federal financial assistance. Discrimination may consist of exclusion from participation in or denial of the benefits of programs and activities operated by the City.

Title II of the Americans with Disabilities Act (ADA) of 1990

The ADA expands on the foundation laid by Section 504 by prohibiting discrimination based on disability by public entities regardless of whether they receive federal financial assistance. Title II of the ADA applies specifically to state and local government services and the programs and activities they administer, including features built before and after 1990.

ADA and Architectural Barriers Act (ABA) Accessibility Guidelines for the Public Right-of-Way

The guidelines set by the ADA and the Architectural Barriers Act (ABA) include both scoping and technical requirements to ensure that pedestrian facilities in public right-of-way are readily accessible to and usable by pedestrians with disabilities. These requirements apply to public right-of-way that may form the boundary of a property or lie within a site's property line. For more information see the Public Right-of-Way Accessibility Guidelines (PROWAG).

Madison General Ordinances

The following city ordinances provide standards related to public right-of-way:

- City of Madison Traffic Engineering Department's Pedestrian Transportation Plan
- City of Madison Standard Specifications - Engineering Division's Design Standards
    - For more information review the City of Madison Guidelines for Installing ADA Compliant Sidewalk Ramps.
- Greater Madison MPO Bicycle Plan Path Design Standards

Evaluation

Under Title II of the ADA (28 CFR § 35.105), public entities must conduct a self-evaluation of their current services, policies and practices to ensure accessibility. The goal is to verify that the agency's policies, programs and facilities are accessible and do not hinder the full participation of individuals with disabilities. The process involves reviewing the agency's entire public program, including all facilities on public property and within public right-of-way, to identify and address any barriers to accessibility. The self-evaluation will identify what policies and practices impact accessibility and examine how Madison implements these policies. The goal of the self-evaluation is to verify that in implementing Madison's policies and practices, the City is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

In 1990, the City created section 3.72 of the Madison General Ordinances mandating compliance with the applicable standards, guidelines, and requirements issued by the US Access Board. These include the ADA Accessibility Standards, which set the standards for buses and vans, as well as the 2023 Public Right-of-Way Accessibility Guidelines (PROWAG). Evaluations of existing facilities were conducted using legacy PROWAG guidelines. The 2024 PROWAG, which was formally adopted by the U.S. Department of Transportation in December 2024, is required for new construction and alterations of transit stops in the public right-of-way beginning January 17, 2025. The City of Madison's goal is to continue to provide accessible pedestrian design features as part of Capital Improvement Projects. The City has established Standard Specifications for Public Works Construction, which are updated annually. These standards and procedures will be kept up to date with nationwide and local best management practices.

Process of Evaluation

The City of Madison partnered with the Greater Madison MPO to develop an inventory of facilities within public right-of-way. This review used a combination of existing data sets analyzed with ArcGIS, supplemented by spot-verifications using aerial photography, Google Street View imagery, and in-person site visits.

The evaluation reviewed pedestrian facilities including:

- 1,121 miles of sidewalk
- 149 miles of crosswalks
- 51 miles of pedestrian and shared-use paths
- 2,558 pedestrian-bicycle signals
- 140 Rectangular Rapid Flash Beacons (RRFBs)

- 23,785 curb cuts (note: a corner curb cut that serves two crosswalks is counted twice)
- 412 driveway aprons used to access the pedestrian network
- 134 sites with stairs within the pedestrian network
- 1,320 signed bus stops and 44 bus rapid transit (BRT) stations

Findings

The findings of this self-evaluation are based on a review of available data supported by mapping tools and supplemental verification methods as described above. As a result, certain compliance features, such as slope and grade, are not included in the analysis, and not all facilities within the inventory have been individually verified with on-site assessments. The findings are based only on those compliance elements which are measurable given available resources and information.

Where appropriate, maps, including both static and interactive web maps, and tables are included to provide more details about the location and nature of barriers to accessibility. For assistance using interactive web maps or alternative formats, please refer to the Communications and Accommodations section of this document.

Curb Cuts and Ramps

The Greater Madison MPO developed an inventory of transition points, sidewalks, crosswalks, and multi-use paths using a combination of existing data and aerial imagery (Wisconsin NAD 1983 HARN US feet coordinate system). Categories for transition points include Curb Cut, Accessible; No Curb Cut, Accessible; Driveway Apron, Accessible; Driveway Apron, Inaccessible; and Steps, Inaccessible.

The dataset was last updated in 2023. See the Pedestrian Facilities interactive web map for more details.

The legend represents each element as follows:

Icon	Element
●	Dark green circle: Curb Cut, Accessible
●	Light green circle: No Curb Cut, Accessible
●	Yellow circle: Driveway Apron, Accessible
⊗	Yellow circle with an “x”: Inaccessible
▲	Yellow triangle: Steps, Inaccessible
—	Black lines indicate a sidewalk
- -	Red dashes indicate a crosswalk
—	Light blue lines indicate a pedestrian path

New construction and alterations of curb ramps and blended transitions in the public right-of-way beginning January 17, 2025, will comply with the following PROWAG standards except where existing physical constraints make compliance with applicable requirements technically

infeasible, compliance with these requirements is required to the maximum extent feasible. Existing physical constraints include, but are not limited to, underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature.

- R205.2.1 Curb Ramps
- R203.6 Curb Ramps and Blended Transitions
- R303.5 Curb Ramp or Blended Transition
- R304 Curb Ramps and Blended Transitions

Bus Stops

Metro Transit tracks bus stop data and makes it publicly available via the City of Madison Open Data portal. Bus stop accessibility data is also included in Metro's General Transit Feed Specification (GTFS). GTFS is an open data format for public transportation schedules and related information. Making transit route, stop, and schedule information available in this format allows third party entities, such as Google Maps, to provide information about bus stop accessibility to passengers in more ways. See the Metro Transit Bus Stops interactive web map for more details.

Operators can safely deploy accessible ramps at all bus stop locations within the City of Madison public right-of-way. However, there are bus stops that are not fully compliant with accessibility requirements because they do not have a bus pad or accessible route to access the bus pad. The requirements include the presence of an 8-foot by 6-foot firm and stable surface area with minimal slope, connected to either a pedestrian circulation path or pedestrian route. ADA and PROWAG standards allow this stable surface to be located at street level, if it is outside the vehicle travel way. Also see PROWAG R21 and 309 Transit Stops and Transit Shelters.

The table in Appendix IX identifies 10 bus stops without a compliant transit boarding area, including a description of improvements needed and a date of estimated completion. In these locations, bus operators deploy their accessible ramp onto the edge of the roadway to allow a passenger who needs to use the ramp to board.

Sidewalk Accessibility Map

The sidewalk accessibility map (Appendix X) shows sidewalks that are accessible via curb cuts and driveways. It also highlights areas where sidewalks are isolated and where users would be forced to go into the road for travel. The sidewalk accessibility map dataset is a snapshot of October 10, 2024.

Sidewalk System Map

The Greater Madison MPO created a dataset that shows areas in Madison with sidewalks, as well as areas without sidewalks (Appendix XI). This map identifies potential routes that could improve the overall pedestrian network. When used alongside the other maps, it can serve as a tool to prioritize areas for improvement. The sidewalk system map dataset is a snapshot of September 20, 2024.

Methods and Timeline for Removing Barriers

Prioritization

The City of Madison will prioritize addressing inaccessible features that are achievable within current resources. For example, it is within the scope of available resources to address accessibility improvements at **bus stop locations by the end of 2025** (Appendix IX). Crosswalk signals, rectangular rapid flash beacons (RRFBs) and other traffic safety enhancements as such speed limits, enhancing crosswalk visibility, improving lighting and adding traffic calming safety improvements are addressed on an ongoing basis through the Traffic Signals and Street Safety Improvement Program (Appendix XII). This program also ensures that all new and altered pedestrian signal heads installed at crosswalks include "accessible pedestrian signals" (APS), which have audibled and vibrotactile features indicating the walk interval so that a pedestrian who is blind or has low vision will know when to cross the street. Pedestrian push buttons are located within a reach range such that a person seated in a wheelchair can reach them. The walk speed used to calculate the crossing time allows pedestrians with disabilities sufficient time to cross.

Other efforts toward achieving accessibility and usability of the public right-of-way, such as installing additional sidewalks, curb cuts and curb ramps, require long-term planning and further resource allocation. There are numerous locations within the public right-of-way that either have no sidewalks or have existing sidewalks without curb cuts and curb ramps. The absence of curb ramps is usually due to steep grades in the vicinity or other mitigating factors. The City of Madison has two types of primary programs that aim to address these deficiencies over time.

First, the Sidewalk and Curb Ramp Repair and Replacement Programs (Appendix XIII) may address curb cut and ramp installations that can be completed with a reasonable amount of grade adjustment along the sidewalk (maximum of 30' in either direction from the landing), minimal street work required, and no other impacts, such as private property impacts, including driveways, as this program has no funding for easement acquisition.

Additionally, the City of Madison has Street Repairs and Reconstruction, Street Resurfacing, and WisDOT funded programs. Within these programs, streets are fully reconstructed, including pavement, base course, curb and gutter, and sidewalks, as needed, including replacement and installation of new curb cuts and ramps where none previously existed but are necessary, desired, or required. These programs are utilized for more significant work and more complicated ramp installations than the Sidewalk and Curb Ramp Repair and Replacement Programs. Work completed within these programs may also include grade adjustments on the streets, geometric changes to the street, and at times include acquisition of easements from adjacent private properties, when necessary. Due to grade issues, some locations where curb ramps currently do not exist require full street reconstruction. This can cost $200,000 or more, per block. Each year, the City has funding to reconstruct approximately 1.5-3 miles of street, depending on the types of projects selected. Additionally, some existing physical constraints such as underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature, make compliance with applicable requirements technically infeasible.

The City of Madison takes a holistic approach to prioritizing and programming street reconstruction projects. As such, each year the City analyzes a variety of data to select projects based on a number of factors to develop the Transportation Improvement Plan. These factors include, but are not limited to:

- Safety improvements needed such as crash history,
- Gaps in the sidewalk network,
- Gaps in the bicycle facility network,
- Other transportation operational needs such as public transit,
- Condition of street infrastructure,
- Condition or capacity needs of the underground infrastructure (City water mains, sanitary sewer, and storm sewer), and
- Equity and accessibility need.

Beginning in 2024, City of Madison sidewalk inspectors began collecting data on locations where street reconstructions are necessary in order to install compliant curb ramps. This data will be used every year as part of the analysis for prioritizing projects within the street reconstruction program. Due to limitations of staff, the specific location analysis is completed within the Sidewalk and Curb Ramp Repair and Replacement Program review cycles. A full analysis will be completed city-wide within the next 10 years. However, using the data set collected in the self-evaluation process, 206 locations have been mapped where curb cuts and ramps are likely not present (Appendix XIV). The City will review each of these locations by December 31, 2027, to verify barriers to access and identify which program will address the need.

The following prioritization schedule will continue to be incorporated into evaluations of equity and accessibility needs, with ongoing input from community members with disabilities and other stakeholders.

Priority 1: Addressing facilities that are not accessible, including those with public complaints

Priority 2: Addressing facilities with existing accessibility features that are still receiving public complaints

Priority 3: Focusing on ongoing repairs and remediation to make facilities accessible in accordance with:

- Traffic Signals and Street Safety Improvements (Appendix XII)
- Sidewalk and Curb Ramp Repair and Replacement Programs, including private development (Appendix XIII)

Priority 4: Prioritizing high-use areas over lower-use areas, and those that connect to public transit (See Appendix XI)

Schedule and Costs

Based on the findings of the evaluation, the following barriers to access will be addressed to meet minimum compliance with the applicable PROWAG and other relevant standards.

1. By November 30, 2025, install accessibility improvements at 10 bus stops within the City of Madison right-of-way (for details related to location, description of improvements, and schedule for completion see Appendix IX).
    - **Cost:** Approximately $2,000 for an 800 square ft bus pad; cost varies for improvements to accessible routes.
    - **Individual Responsible**: Timothy Sobota, Capital Project Coordinator
2. By December 31, 2025, the Disability Rights and Services Specialist and Engineering will review the standard drawings for contracted sidewalk repair and construction and make recommendations for updates as needed. These revisions will be reflected in the 2026 Standards.
3. By December 31, 2027, Engineering will verify barriers to access related to curb cuts in the public right-of-way (See Appendix XIV for a map of curb cuts) and identify which program - Sidewalk and Curb Ramp Repair and Replacement Programs, City Street Reconstruction Program, or WISDOT funded projects that require full reconstruction - will meet the need.
    - **Individual Responsible:** Bill McGlynn, Sidewalk Program Supervisor
4. By 2035, the Sidewalk and Curb Ramp Repair and Replacement Programs will complete a full analysis of street reconstructions necessary in order to install compliant curb ramps. When complete, the analysis will be included as an addendum to this plan.
    - **Individual Responsible:** Bill McGlynn, Sidewalk Program Supervisor
5. Ongoing Traffic Signals and Street Safety Improvements (Appendix XII).
    - **Annual Cost:** In 2025, the budget for Traffic Signal Installation is $2,060,500. The 2025 budget for Traffic Safety Infrastructure is $78,750 with an additional $1,152,200 in our Safe Streets Madison program which is where we make many of our pedestrian improvements.
    - **Individual Responsible:** Tom Mohr, Assistant Director of Traffic Engineering
6. Ongoing Sidewalk and Curb Ramp Repair and Replacement Programs (Appendix XIII).
    - **Cost:** $5,000,000 budget for construction in 2025. Actual costs depend on bids received for public works contract. Ramp installations under these guidelines typically cost $5,000 or less, per ramp, or $10,000 per corner. Curb ramp installation may vary considerably depending on the site conditions. Estimated $3,250 for a site with average terrace width (7 ft) and standard sidewalk and curb. City staff may be available to do the work for select sites, which may reduce the cost of additional contacted labor. Staff time is not included in cost estimates.
    - **Individual Responsible:** Bill McGlynn, Sidewalk Program Supervisor

Recommendations

The City of Madison recognizes that an accessible public right-of-way is both accessible and useable for people with disabilities. For Madison residents and visitors with disabilities the usability of the sidewalk network must go beyond infrastructure to include the continuous availability of unobstructed walkways, accessible bus stops, curb ramps, and crosswalks. These

elements must be maintained at all times to ensure full participation in community life and access to essential services and destinations.

To achieve this, the City of Madison will continue to work with stakeholders to improve pedestrian access within the public right-of-way for people with disabilities, focusing on the following areas:

1. Improving compliance with existing requirements for temporary pedestrian facilities and elements in the public right-of-way during construction projects.

   PROWAG R204 Alternate Pedestrian Access Routes, Transit Stops, and Passenger Loading Zones requires that when a circulation path, transit stop, or loading zone is temporarily not accessible due to construction, maintenance operations, closure, or other similar conditions, an alternate pedestrian access route, transit stop, or loading zone with appropriate signage must be provided. If it is technically infeasible due to site conditions or existing physical constraints, an alternate means of providing access for pedestrians with disabilities is permitted. Alternate Pedestrian Access Routes must comply with PROWAG R303.

   Any construction or maintenance projects that impact the circulation path, transit stops, or loading zones must provide alterative accessible access for people with disabilities. The City of Madison Standard Specifications for Public Works Construction, Sec. 107.1 require at least one side of the sidewalk to remain open during construction when a sidewalk is present on both sides of a block. Sidewalk closures are required to be signed at the crosswalk prior to the closure. The contractor may propose alternatives such as sidewalk ramps and constructing temporary ramps. All City contracts also include a general requirement to maintain sidewalks on one side at all times as part of our Special Provisions for the contract or must otherwise have a more detailed plan included. However, more detailed specifications should be developed in order to ensure that alternate pedestrian access routes are available during construction projects and conform to PROWAG standards. Therefore, the City will review the Standard Specifications for Public Works Construction, Sec. 107.1 Public Convenience & Safety, 107.7 – Maintenance of Traffic, and other relevant specifications, and make needed revisions. The Standard Specifications for Public Works Construction is updated annually. These revisions will be reflected in the 2026 Standards.

2. Increasing accessibility and useability of pedestrian facilities and elements in the public right-of-way as they relate to snow clearance. In particular, during snowplows, snow is pushed back in front of curb cuts and needs to be cleared after roads plowed to ensure pedestrian access.

   The U.S. Department of Transportation Federal Highway Administration issued guidance related the state and local governments obligations under the ADA and Section 504. This includes “reasonable snow removal efforts” in walkways with only temporary interruptions in accessibility.

   Following a weather event, the City clears snow and ice from bus stops, City-owned sidewalks, school and crosswalks. Madison General Ordinance 10.28 requires private sidewalks, curb ramps to crosswalks and driveways to be cleared by noon the day after

the snow stops. Seniors and people with disabilities are eligible for extensions and shoveling assistance.

Concerns about snow clearance can be reported to the City of Madison.

Public Input

- 2024-2028 Transit Development Plan Disability Focus Group Survey (Relevant Highlights):
  - Nearly 40% of respondents reported transit barriers due to inaccessible stops
  - Feedback on transit maps included feedback that:
    - The sidewalk network requires completion and maintenance (buckled segments and snow/ice removal)
    - Crossings and intersections require upgrades
    - Uneven sidewalks on Williamson Street, no sidewalks on portions of Broadway, and a need for better crossings on Milwaukee Street
    - No sidewalk and a lack of a bus stop pad at Darwin Road and Packers Avenue
    - Improved pedestrian crossings at East Washington Avenue and Independence Lane are needed.
    - Missing sidewalks near Regent Street
    - Unsafe crossings near North Town Plaza
- Let's Talk Streets Community Engagement Sessions
- 2023 Disability Summit: The City of Madison Disability Summit: Collective Visioning for a More Equitable Future

  The Disability Summit was held on July 27 and 28, 2023. The event established a platform for residents to provide input for the development of a plan for the City of Madison. This feedback was obtained via breakout room discussions at the summit, in-person feedback from the Disability Pride Madison Festival and correspondence shared with the Disability Rights and Services Specialist. Some of the information is summarized for brevity and other information is provided as direct quotes from residents.

  Streets

  - The City becomes inaccessible in the winter. Snow plowing by the city is insufficient.
  - Greater enforcement of ordinances related to snow clearance by residents and businesses is needed.
  - Construction zones must include a safe and accessible path of travel.
  - Prioritize repair of sidewalks and curb cuts in areas with high pedestrian traffic like the Square, the Overture Center, State Street, and the Capitol Square.
  - Need for greater enforcement of unauthorized/illegal use of accessible parking spaces.

  Pedestrians

  - Automated and audio walk signals are needed.

- More consideration of access needs and traffic enforcement at busy or large intersections.
- Intersections with more than two streets are problematic and poorly designed for people with disabilities.
- People with disabilities need to feel safe to travel in their community.

Buses

- Every aspect of transportation must be considered in design and planning – path of travel and distance to stops, stops, buses, routes, behavior of drivers, route planning tools, information about schedules, etc.
- Accessibility features need to be consistent on all buses and routes.

Comments and suggestions may be sent to RHoyt@cityofmadison.com or

Department of Civil Rights
ATTN: ADA Coordinator
210 Martin Luther King Jr. Blvd., Suite 523
Madison, WI 53703

PART IV: Employment

The City of Madison is committed to the spirit and intent of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Wisconsin Fair Employment Act, the Madison General Ordinances, and other relevant laws promoting the rights of individuals with disabilities to enjoy equal opportunity in the workforce. The City of Madison's policies and procedures set forth in the Administrative Procedure Memoranda (APM) create assurances that employment-related activities, do not disadvantage, subject or discriminate against applicants or employees with disabilities with regard to:

- Employment criteria
- Preemployment inquiries
- Recruitment, advertising, and application processing
- Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring
- Pay and any other forms of compensation and changes in compensation, including fringe benefits available by virtue of employment, whether or not administered by the recipient
- Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists
- Leaves of absence, sick leave, or any other leave
- Selection and financial support for training, including apprenticeship, professional meetings, conferences, and selection for leaves of absence to pursue training
- Employer-sponsored activities, including those that are social or recreational, and
- Any other term, condition, or privilege of employment.

Prohibitions Against Discrimination

APM 3-5 Prohibited Harassment and/or Discrimination Policy sets forth the City of Madison's commitment to equity, diversity, inclusion, and equal employment for all. It is the policy of the City of Madison to foster a workforce free of bullying, discrimination, harassment, intimidation, micro-aggressions, and retaliation. It also establishes a complaint and investigation process for employees experiencing or witnessing harassment and/or discrimination in the workplace. The Department of Civil Rights is the lead administrative unit with representatives functioning as a resource for all City employees, including managers and supervisors. The Department of Civil Rights provides training and education programs for all employees, including specialized training for mandatory reporters. Under APM 3-5 Department Heads, Managers, Supervisors, Lead Workers and all Department of Civil Rights staff are mandatory reporters of acts prohibited by this policy.

APM 2-33 Standard Expectations and Rules of Conduct directs all employees of the City of Madison to create and maintain a welcoming, respectful, and inclusive work environment. All employees are strictly prohibited from engaging in harassment or discrimination on the basis of a person's race, sex, gender, gender identity (how an individual defines their gender), gender expression (how an individual expresses their gender), religion, creed, color, age, disability, marital status, HIV status, source of income, familial status, ancestry or national origin, sexual

orientation, arrest record, conviction record, current or past military service, less than honorable discharge, use or non-use of lawful products off the employer's premises during non-work hours (notwithstanding the exceptions noted in Sec. 111.35, Wis. Stats.), physical appearance, political beliefs, or the fact that a person is a student. This includes not only the workplace, while attending City functions, and performing work-related activities, but also social media, direct texts, or the internet off work duty if the conduct has a connection to or severe impact on the workplace.

Reasonable Accommodations

The City of Madison established APM 2-22, Workplace Accommodations in 1994 (updated August 2023) and developed subsequent Policy Guidance which prohibit discrimination on the basis of disability and codifies the reasonable accommodations process available to qualified people with disabilities and ensure facilities are accessible and useable to employees with disabilities. The City is committed to celebrating diversity and fostering an inclusive workforce. It has been a long-standing policy and practice of the City of Madison to provide employees with disabilities accommodations so they can perform their duties safely, efficiently, and effectively. In addition to accommodating current employees, the Human Resources Department also provides accommodations to applicants for city positions to ensure people with disabilities have an equal opportunity to compete for employment and advancement within the City's workforce.

As part of new employee orientation, employees are asked if they wish to complete the Voluntary Self-Identification of Disability Form. This form complies with federal and state law voluntary disability disclosure requirements. This form also offers employees the opportunity to identify if they wish to receive assistance from the City's Accommodation Specialist right away in their employment with the City of Madison.

Applicants and employees seeking reasonable accommodations may contact:

Leah Reinardy
Occupational Accommodations Specialist
LReinardy@cityofmadison.com
608-267-1156

If the applicant or employee disagrees with a decision to deny a reasonable accommodation, they have the right to file an appeal with the Human Resources Director. Further appeals may be made through the Affirmative Action Division.

Equitable Employment Opportunities

The City of Madison works to establish racial equity and social justice as core principles in all decisions, policies and functions of the City of Madison. The Racial Equity and Social Justice Equitable Hiring Tool 2.0 is used to identify and address potential inequities in the position description, minimum qualifications, exam requirements, recruitment tools, and application process for vacant City of Madison positions. The Equitable Hiring Tool is a checklist and guide to ensure each hiring decision for the City of Madison is as equitable as possible. This may be achieved through relationships between the hiring department, Human Resources, Civil Rights, and community members within the specific field that are built and sustained over time.

The City of Madison adopted APM 5-1 Requiring a Driver's License for City Employment in 2022. The purpose of this policy is to provide guidance to hiring managers about when a driver's license is appropriate as a condition of employment for City of Madison employees and to ensure unnecessary barriers are not being created for applicants. The City only requires the possession of a driver's license when required to complete essential job functions such as operating a city vehicle, transporting people from one place to another, or when other forms of travel are not feasible.

In addition, the City of Madison provides notice to applicants of protections from discrimination and their right to request reasonable accommodations in the application process. Standard language is included in all City of Madison job applications, and job postings. Job applications ask applicants if they wish to disclose a disability, if they need accommodations through the application process, and notifies candidates of the Occupational Accommodations Specialist's contact information. Additionally, when the application for employment is submitted a confirmation pop up is seen by the candidate that is a reminder that disability related accommodations are available and the contact information for the Occupational Accommodation Specialist is provided. For City of Madison job postings, the following language is included:

> *The City of Madison is an equal opportunity employer functioning under an affirmative action plan. We value diversity, equity, inclusion, and belonging. Black, Indigenous, people of color, women, trans, nonbinary, and individuals with disabilities are encouraged to apply!*

APM 2-8, Job Vacancy Advance Notices and Certification Requests states it is the City of Madison policy to provide equal employment opportunities without regard to race, color, sex, disability, age, religion or national origin. Further it acknowledges that the prohibition of discrimination is not sufficient to effectuate the principle of equal opportunity in employment. Artificial barriers continue to produce underutilization for women, members of racial/ethnic affirmative action groups and individuals with disabilities in their chosen career areas. In order to identify and correct continuing patterns of inequality and to make equal employment and promotional opportunities a reality, it establishes an Affirmative Action Ordinance and Program to identify and eliminate discriminatory preferences and thereby improve opportunities and representation for individuals who are members of affirmative action groups. The Affirmative Action Department will analyze vacant positions based on the job family, the specific occupational classification, the organizational unit, and any other equal opportunity/affirmative action considerations, in order to provide feedback to the department or division.

The City of Madison also has long-standing partnerships with disability-related non-profits and employment-related agencies with the goal of increasing employment access for people with disabilities. Specifically, the City works with Community Work Services to offer supported employment opportunities at various City agencies. The City also works with agencies like the Veterans Administration, AchieveAbilities, and the Department of Vocational Rehabilitation.

The Department of Civil Rights and Human Resources in partnership with the Disability Rights and Services Program also hosts the Inspiring Student Professionals in Residence (INSPIRE) program annually. This provides high school and technical college, and university students the opportunity to shadow various positions throughout the City in order to learn more about public sector work,

build employment connections, learn how to apply for jobs, and learn more about disability in the workplace.

Pay and Benefits

The City of Madison follows civil service systems practices to help ensure employee selection is transparent and fair. The City Council has adopted Personnel Rules recommended by the City's Personnel Board that outlines hiring practices, rules related to promotional processes, and performance management guidelines. The City also has established Employee Handbooks and long-standing contractual agreements with unions that impact various aspects of employment. The city also has established compensation structure of employment classifications and ranges with associated salary schedules that includes step and longevity increases. This assists with creating a consistent, transparent, and fair compensation system for City of Madison employees.

The City of Madison Employee Assistance Program (EAP) is a benefit available to employees and their family members (in the household) and significant others, as well as retirees. EAP provides 24-hour personalized and culturally inclusive counseling, management consultation, resource referral, education, and trauma response for both work and personal challenges. The services are free and always voluntary.

AMP 2-21 Family and Medical Leaves of Absence describes the City of Madison's flexible leaves of absence available to qualified employees for a wide range of reasons including disability and providing care for a family member with a disability. The policies are intended to outline an employee's leave entitlements under the Wisconsin and Federal Family Medical Leave Acts, to comply with all applicable State and Federal Laws concerning unpaid family or medical leave. Copies of postings for the Acts, which prescribe eligibility and other issues, have been distributed to all departments and are available on EmployeeNet (Agency Information, Human Resources, Workplace Poster Requirements). A training for supervisors regarding FMLA is also provided by Human Resources staff twice a year and additional training support is offered individually based on need.

In addition to paid leave options, APM 2-45 Disability Leave/Layoff provides for qualified employees with disabilities to use up to six months of unpaid disability leave and upon exhausting all other disability leave. Employees with disabilities may be placed into disability layoff status for up to an additional 18 months while maintaining their position.

APM 2-7 Temporary Transitional Assignments allows for departments to offer light duty for employees with non-work-related physical injuries for up to 60 days. When offered, this allows injured employees to maintain paid employment without needing to exhaust leave balances. It also helps some employees reduce and/or avoid the need to utilize other leave options noted above.

The City of Madison Police Department offers more extensive light-duty options for both commissioned and non-commissioned staff through their Restricted Duty policy. This allows staff with non-work-related injuries to potentially qualify for light duty work for up to 8 months with a possible extension of up to 4 months. This policy also allows light duty assignments that assist employees with mental health conditions as well.

APM 2-30 Donation of Earned Vacation Time allows employees to donate vacation balances to a specific employee, their agency pool, or to employees the Occupational Accommodation Specialist works with. This is a policy that is regularly used to assist employees who have no leave balances left and frequently assists employees who need additional time off during times of family crisis and/or for disability related reasons.

APM 2-34 and 2-35 assists all employees including employees with disabilities with the ability to have flexible scheduling and/or the ability to telework. These policies often work in conjunction with related accommodation processes and have helped broaden the ability for employees to work remotely and within a flexible schedule. Continued conversations are needed surrounding the ability to utilize these options across the City, defining in-person essential functions, and the impacts these options have on people with disabilities. Since the pandemic, employment of people with disabilities has expanded and much of the research points towards the increase of remote work as a contributing factor. There is concern that if these options continue to reduce nationally, it will negatively impact the increasing numbers of people with disabilities who gained employment.

Wage/Disability Insurance is offered to employees during new employee orientation. Employees who opt into wage insurance are insured up to 65 percent of their regular salary for a qualifying claim. This program covers employees with non-work-related illnesses and injuries that prevent an employee from working. Employees must use available sick leave prior to being eligible for the program. An equity analysis of our wage and life insurance programs was recently conducted at the request of employee affinity groups. Participants in this analysis expressed concerns related to how sick leave is used in the premium calculation and discussed several other recommendations. More work is needed in order to incorporate recommendations into programming.

Wisconsin Retirement System-Disability Retirement allows employees to retire early if an employee becomes disabled and is unable to work due to the disability. This benefit allows for a life-time annuity payment.

Training & Development

The City of Madison internally offers a robust calendar of training opportunities for all City staff. During training registration staff have the opportunity to define disability status and identify access needs. Organizational Development staff work with City course trainers, the impacted employee, and the Occupational Accommodation Specialist to ensure training is accessible to diverse learning needs. Organizational Development staff also provide City trainers with information and feedback related to creating and leading effective and accessible trainings. Additionally, Human Resources staff provide accommodation training to City managers and supervisors as well as provide online guidance on Human Resources informational pages for supervisors. Additionally, Organizational Development co-leads efforts with DCR to support affinity groups including the Disability Resource Group. They also regularly solicit feedback from affinity groups to develop training and development opportunities.

Notice to Contractors and Grantees

APM 1-1 establishes that all contractors are notified of their obligations under the ADA and other relevant laws through mandatory contract language set forth by ordinance or resolution. Contracts are reviewed by the Department of Civil Rights for Madison General Ordinance Chapter 39 requirements, including language for nondiscrimination, Affirmative Action, and nondiscrimination based on disability when applicable. See:

- Standard Terms and Conditions - City of Madison
- Standard Terms and Conditions - Public Health Madison & Dane County
- Federal Transit Authority (FTA) Requirements - Metro Transit

Under APM 3-5 Prohibited Harassment and/or Discrimination Policy, contractors that engage in behaviors that violate this policy will be subject to action which protect the City of Madison employee and may result in ending the contract.

Employee Facilities

Employee facilities are common use spaces such as paths off circulation, breakrooms, restrooms, etc. These do not include individual offices or workstations. Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance. Under 29 CFR § 32.6 recipients of federal funds, like the City of Madison, were directed to conduct a self-evaluation within one year of the Act and take remedial action within three years of the Act to make changes to policies and facilities necessary to overcome the effects of discrimination and monitor thereafter. The City of Madison completed such a self-evaluation, but monitoring efforts have become decentralized over time. Therefore, we included employee facilities in the self-evaluation process and will take steps to make these facilities accessible and useable where feasible to current and future employees with disabilities wherever possible.

Numerous City facilities were constructed before the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. Due to the structural and design elements of these facilities it would be infeasible to remove certain access barriers without complete facility replacement or major renovation. In these facilities, staff accommodations and readily achievable items will be completed as budget approvals and staff resources allow.

As resources permit, we will use the same prioritization used for facilities that are open to the public:

Priority 1: Approach and Entrance - elements needed to get into the building like parking, accessible route, curb ramps, ramps, entrance, elevators, etc.
Priority 2: Access to Goods & Services - elements needed to access areas of the building like seating areas, rooms and spaces, wayfinding signs, service counters, elevators, and more.
Priority 3: Toilet Rooms - all aspects of an ADA compliant restroom.
Priority 4: Additional Services - additional elements like water fountains, audible and visual fire alarms, etc.

The Act does not require that all employee facilities comply with the 2010 ADA Design Standards for public facilities. Rather it encourages entities to take voluntary action to "overcome the effects of conditions that resulted in limited participation in the recipient's program or activity" by qualified individuals with disabilities (29 CFR 32.6 (b)). We welcome and expect that qualified, talented, and skilled people with disabilities will become part of the Madison workforce in all City agencies and commit to making our facilities accessible wherever possible. Where facilities cannot be made accessible, we will work with current and future employees through the reasonable accommodation process.

Findings and Recommendations

Based on a review of existing policy, we find that the City of Madison is compliant with the requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act where employment practices are concerned. We continue to strive to be a model employer for qualified people with disabilities.

The following actions are recommended to maintain compliance:

1. Continue to work to remove barriers to access in employee facilities. The Disability Rights and Services Specialist, Engineering, and other relevant staff will monitor efforts as part of this ADA Transition Plan.
2. Create City-wide criteria for employee demographic access within MUNIS and develop an annual auditing mechanism to ensure compliance with the developed criteria. This process should balance meeting the needs of the City with employee confidentiality rights.
3. Distribute the Employee Self Disclosure to all employees every 5 years to allow employees the ability to update their disability status, to ensure compliance with federal regulations, and provide regular notice to employees of the accommodation process. As part of this process, it is recommended that existing technology is leveraged where possible to aid in the ease of updating and to protect confidentiality.
4. Include disability status in the Department of Civil Rights job family utilization charts. This will assist with increasing the employment of people with disabilities at the City of Madison by giving department specific goals to reach. It will also help ensure that a disability perspective is included in the Equitable Hiring Tool process.

Additional Recommendations

Residents also provided the following recommendations at the Disability Summit to support the City's efforts to support staff diversity and the retention of qualified employees with disabilities beyond ADA compliance:

1. Continue to support programs and initiatives that increase the diversity of City staff at all levels of the organization, ensuring that people with disabilities are included as a target population in these efforts.
2. Continue to support programs and initiatives that provide work experience, internships, and apprenticeships and ensure that people with disabilities are included as a target population in these programs.

3. Develop an array of opportunities for applicants to demonstrate their skills and talents in the hiring process.
4. Continue to support programs and initiatives that increase the retention of City staff with disabilities.
5. Include Disability-owned businesses in targeted business programs and disability representation in contractor requirements.

Comments and suggestions may be sent to RHoyt@cityofmadison.com or

Department of Civil Rights
ATTN: ADA Coordinator
210 Martin Luther King Jr. Blvd., Suite 523
Madison, WI 53703

Appendix I - Self-Evaluation: Programs, Services and Activities

Department:
Person responsible for ADA compliance in your Department:
Briefly describe the services and activities provided by your agency:

Program Access

1. Are people with disabilities given equal opportunity to participate in or benefit from the aid, benefit, or services provided by your agency? For example, people with disabilities have equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as others.
    a. If no, please describe.
2. Are people with disabilities given the opportunity to participate as a member of planning or advisory boards?
3. Are any services, aid, or benefits to people with disabilities provided in a separate location than those available to the general public?
4. Do any eligibility criteria for services, aid, or benefits offered by your agency disadvantage people with disabilities?
5. Are there any fees or charges that only apply to people with disabilities or groups of people with disabilities?
6. Are people with relationships or associations with people with disabilities (family members, spouses, caregivers, etc.) provided equal services, programs, or activities?
7. Are you aware of any safety requirements not based on actual risks, but rather on speculation, stereotypes, or generalizations about individuals with disabilities?
8. Does your agency have a process for making reasonable modifications to policies, practices, and procedures where needed to make sure that a person with a disability can access programs, services, or activities (unless making the modifications would fundamentally alter the nature of the service, program, or activity)?
    a. If your agency has a specific policy or protocol, please provide a link.
9. Do you have notices about the availability of and how to request accommodations and language access services?
    a. Where are these notices posted or published?
10. Are people with disabilities excluded from any program or service because existing buildings and facilities are inaccessible?
    a. Please describe.
    b. What accommodations or modifications, if any, do you offer to address the access barrier?
11. Are your facilities accessible for people who use service animals?
12. Are staff trained about the rights and responsibilities of people with service animals?
13. Are public meetings and events held in locations accessible to people who use mobility devices?

Effective Communication

14. Do all meeting invitations and notices include information about the availability of and how to request accommodations and language access services?
15. Does your agency provide written materials in alternative formats such as large print, Braille, and audio recording upon request?
16. A qualified notetaker/reader is someone able to read and write effectively, accurately, and impartially using any necessary specialized vocabulary. Does your agency provide qualified note takers and readers upon request?
17. Does your agency accept and respond to callers who use Wisconsin Relay Services or other phone interpretation services in the same manner as other callers?
18. Are relevant staff trained to request interpretation, translation, and other aids and services from the Language Access Program?
19. Do staff who interact with the public have access to a phone for On-Demand Language Line Interpretation services?
20. Are staff who interact with the public trained to use Language Line On-Demand Interpretation services over the phone?
21. Do staff who interact with the public have access to a device for Language Line On-Demand Video Interpretation services? These services are used to communicate with people who use sign language. The device must be activated and have a screen that can be positioned to face the sign language user, a microphone, and audio.
22. Are staff who interact with the public trained to use Language Line On-Demand Video Interpretation services for communication with people who use ASL or other sign languages?
23. Do audio portions of videos and recorded programming produced by your agency provide equally effective communication for individuals with hearing impairments? For example, captioning or a written transcript.
24. Other than when using a qualified interpreter or at the request of the individual, are there times when staff are not able to communicate directly with people with disabilities? For example, using a family member to interpret in a non-emergency situation.
    a. If yes, please describe:
25. How do you ensure that interested persons, including persons with vision or hearing impairments, can obtain information about accessible services, activities, and facilities and how to access them?
26. What, if any, practices not discussed here are used to ensure equally effective communication with people with disabilities?
27. Are you aware of any policies or practices related to communication that may exclude or limit the participation of individuals with disabilities in your agency's programs, activities, or services?
    a. If yes, please describe:

Contracts

28. If your agency contracts with other entities, do you include anti-disability discrimination language in your contracts?
29. If your agency contracts with other entities, are you aware of any claims of disability-related discrimination by contractors?

Licenses and Certificates

30. If your agency issues licenses or certificates, are these equally as accessible to people with disabilities?
31. If your agency requires licenses or certificates from another entity, are these equally as accessible to people with disabilities?

If your agency sells tickets to events, complete Self-Evaluation Supplemental: Ticketing

Appendix II - Self-Evaluation Supplemental: Ticketing

Department:
Person responsible for ADA compliance in your Department:

"Accessible seating" is defined as wheelchair spaces and companion seats.

1. Are ticket sales for people with disabilities during the same hours, same number and types of ticketing outlets, same stages of ticket sales (i.e. pre-sales, promotions, lotteries, wait-lists, and general sales) and distributed in the same manner as other ticket sales?
2. Are there any special terms and conditions that only apply to tickets sold to people with disabilities?
3. Does ticket sale information include information about the availability of accessible seating?
4. When requested, do staff provide information to people with disabilities, their companions, and third parties purchasing tickets about accessible seating including the location and accessibility features?
5. Do materials, such as seating maps, plans, brochures, pricing charts, or other information available to the public identify accessible seating?
6. Are tickets for accessible seating the same price or less than tickets for other equivalent seating?
7. Are tickets for accessible seating available at all price levels?
8. For each ticket for a wheelchair space purchased, are at least three additional tickets for neighboring seats in the same row available for purchase upon request?
9. For group sales, are seats provided so that a person who uses a wheelchair is seated with their group?
10. If a person with a disability obtains a ticket in the secondary ticket market, are they provided with an accessible seat upon request?
11. If you have an agency-specific policy related to accommodations or ticket sales for people with disabilities, please provide a link.

Appendix III - Schedule, Cost, and Priorities for Removal of Access Barriers for Web and Electronic Information and Technology

Based on the self-evaluation findings, the following barriers to access will be addressed to meet and maintain compliance with applicable WCAG 2.1 AA, Section 508 and other relevant standards by April 24, 2026.

1. Information Technology and other relevant staff and stakeholders will train staff, add captions to non-archived videos, and provide transcripts or captions of archived videos upon request to ensure audio portions of videos and recorded programming provide equally effective communication for individuals with hearing impairments.
    - **Cost:** With use of automated captions, the estimated costs include $5,000 for one-time staff training. It also includes $400,000 to add captions to the existing catalog, based on subscription estimates provided by hardware/software manufacturers. The annual cost of subscription services for a video library of our scale is roughly $107,500 thereafter. If manual captions are requested/required, these costs increase exponentially. Additional costs may include limited term employee staffing or vendors to support manual captioning requests.
    - **Individuals Responsible:** Cassandra Hill, Digital Inclusion Coordinator and Boyce Johnson, Digital Media Supervisor
2. Information Technology, the City Attorney's Office, and other relevant staff will add compliance standards to contracts and procurement. This will uphold City standards for public-facing digital content, apps, and all new vendors/products. It will also ensure standards are incorporated in contracts and procurement.
    - **Cost:** No additional costs at this time. IT will review operating costs in the 2026 & 2027 budget process and update accordingly.
    - **Individuals Responsible:** Amanda Lythjohan, IT Administrative, Finance and Project Portfolio Manager, and Cassandra Hill, Digital Inclusion Coordinator.
3. The Digital Inclusion Coordinator, Web Team, and other relevant staff and stakeholders will develop a training plan and budget to support uniformity and conformance with WCAG 2.1 AA and Section 508 standards. The plan and budget will be included as an addendum to the ADA Transition Plan.
    - **Cost:** $100,000 consultant fees.
    - **Individuals Responsible:** Cassandra Hill, Digital Inclusion Coordinator and Eric Olson, Web Team Manager.
4. Information Technology, department digital/web content editors, and other relevant staff and stakeholders will perform the digital content remediation and monitoring. This will ensure compliance with WCAG 2.1 AA and Section 508 standards.
    - **Cost:** $500,000 estimate based on current costs for:
        - Hiring of limited term employees (LTEs), vendors, and/or contractors to support audits and digital content remediation.
        - Purchasing/procuring software that incorporates ADA standards.

    - Costs to transition from on-premises digital systems to cloud-based (more compliant) systems.
    - Termination or transitioning of contracts with non-compliant vendors.
  - **Individuals responsible:** Eric Olson, Web Team Manager, Cassandra Hill, Digital Inclusion Coordinator, and/or agency contact.
5. Information Technology and other relevant staff and stakeholders will work with a consultant to develop a plan and budget to conform with WCAG 2.1 AA and Section 508 standards for digital content, software, applications, and hardware used only by City staff by December 31, 2031. The plan and budget will be included as an addendum to this ADA Transition Plan.
  - **Individual Responsible:** Cassandra Hill, Digital Inclusion Coordinator, Sarah Edgerton, IT Director, and/or agency contact.

Appendix IV- Summary Self-Evaluation Report: Programs, Services and Activities

This is a report of the Self-Evaluation: Programs, Services and Activities offering services to the public questionnaire responses and follow-up with the Disability Rights and Services Specialist and Department of Civil Rights. The table below includes the main questions included in Self-Evaluation: Programs, Services and Activities questionnaire. An "N" means the self-evaluation indicated *Non-Compliance* with the Americans with Disabilities Act (ADA) and other relevant standards. All other areas were found to comply with ADA or were outside of the scope of the programs, services, and activities provided by the particular agency. For example, not all agencies issue licenses or produce videos.

If you need this information in an alternative format or have questions about this report, please contact: Rebecca Hoyt, Disability Rights and Services Specialist (ADA Coordinator) at 608-266-6511 or RHoyt@cityofmadison.com. For language access services, please contact Madison Language Access Program at LAP@cityofmadison.com.

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
People with disabilities given equal opportunity to participate in or benefit from the aid, benefit, or services																																
People with disabilities are given the opportunity to participate as a member of planning or advisory boards																																
Services, aid, or benefits to people with disabilities are not provided in a separate location than those available to the general public																																
Eligibility criteria for services, aid, or benefits offered by your agency do not disadvantage people with disabilities																																

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
There are no fees or charges that only apply to people with disabilities or groups of people with disabilities																																
People with relationships or associations with people with disabilities (family members, spouses, caregivers, etc.) are provided equal services, programs, or activities.																																
No known safety requirements are not based on actual risks, but rather on speculation, stereotypes, or generalizations about individuals with disabilities																																
Agency has a process for making reasonable modifications to policies, practices, and procedures where needed to make sure that a person with a disability can access programs, services, or activities (unless making the modifications would fundamentally alter the nature of the service, program, or activity)								N														N			N						N	

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
Notices about the availability of and how to request accommodations and language access services are available in public spaces and on public-facing forms						N						N			N		N					N			N							
People with disabilities are not excluded from any program or service because existing buildings and facilities are inaccessible*													N														N					
Facilities are accessible for people who use service animals																																
Relevant staff trained about the rights and responsibilities of people with service animals		N	N	N			N	N	N	N		N				N						N	N			N	N	N		N	N	N
Public meetings and events are held in locations accessible to people who use mobility devices																																
Meeting invitations and notices include information about the availability of and how to request accommodations and language access services		N							N				N						N	N		N			N						N	
Written materials are provided in alternative formats such as large print, Braille, audio recording upon request													N				N															

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
Qualified note takers and readers are provided upon request			N		N			N	N				N	N	N		N				N	N								N		
Agency accepts and responds to callers who use Wisconsin Relay Services or other phone interpretation services in the same manner as other callers																																
Relevant staff are trained to request interpretation, translation, and other aids and services from the Language Access Program																			N			N										
Staff who interact with the public have access to a phone for On-Demand Language Line Interpretation services																N																N
Staff who interact with the public are trained to use Language Line On-Demand Interpretation services over the phone																N																N
Staff who interact with the public have access to a device for Language Line On-Demand Video Interpretation services		N		N												N	N	N	N		N	N				N	N		N	N	N	N

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
Staff who interact with the public are trained to use Language Line On-Demand Video Interpretation services for communication with people who use ASL or other sign languages		N		N	N		N	N	N			N				N	N	N	N		N	N		N	N	N	N		N	N	N	N
Audio portions of videos and recorded programming produced by your agency provide equally effective communication for individuals with hearing impairments											N		N										N		N			N				
Other than when using a qualified interpreter or at the request of the individual, staff communicate directly with people with disabilities								N					N	N			N		N	N		N		N	N		N			N		N
Interested persons, including persons with vision or hearing impairments, can obtain information about accessible services, activities, and facilities and how to access them																																
Other practices used to ensure equally effective communication with people with disabilities were reviewed																																

Self-Evaluation	Mayor	Common Council	Assessor	Attorney	Clerk	Civil Rights	Engineering	Finance	Fire	Fleet	Information Technology	Greater Madison MPO	Library	Monona Terrace	Municipal Court	Independent Monitor	Olbrich Gardens	Parks	Building Inspection	CDD-Child Care	CDD – CDBG	CDD – CRU	CDA	Economic Development	Planning	Police	Public Health MDC	Streets and Recycling	Metro /Paratransit	Parking	Traffic Engineering	Water Utility
There are no known policies or practices related to communication that may exclude or limit the participation of individuals with disabilities in programs, activities, or services																																
If the agency contracts with other entities, it includes anti-disability discrimination language in contracts																																
If the agency contracts with other entities, there are no known claims of disability-related discrimination by contractors																																
If the agency issues licenses or certificates, these are equally as accessible to people with disabilities																																
If the agency requires licenses or certificates from another entity, are these are equally as accessible to people with disabilities																																

*Responses related to inaccessible facilities refer to Monroe Street Library and Mobile Health Clinics. The ADA does not require that a city make each facility accessible. Rather the accessibility of services, programs, and activities are viewed in their entirety (28 CFR § 35.150 (a)). Therefore, these agencies will ensure that services, programs, and activities offered at these locations are made available at accessible locations and provide accommodations where needed and appropriate as not to exclude any qualified person with a disability.

Appendix V - Schedule, Cost, and Priorities for Removal of Access Barriers in Programs, Services and Activities

Based on the self-evaluation findings, the following barriers to access will be addressed to ensure ADA compliance and the accessibility and useability of all programs offering services to the public by end of year 2025.

A list of the person(s) responsible for ADA compliance for each Department is included in the Programs, Services and Activities Self-Evaluation section of this report.

Priority 1 – Program Access

1. By end of 2025, Finance, Community Development – Community Resource Unit, Planning, and Traffic Engineering will receive training and guidance from the Department of Civil rights regarding reasonable modifications to policies, practices, and procedures where needed to make sure that a person with a disability can access programs, services, or activities (unless making the modifications would fundamentally alter the nature of the service, program, or activity).
2. By end of 2025, all agencies will include uniform language provided by the Department of Civil Rights Disability Rights and Services Program in English, Spanish, Chinese, Hmong, and ASL letter sign to be posted in public places and on public-facing forms regarding notices about the availability of and how to request accommodations and language access services are posted in public places and on public-facing forms.
3. By end of 2025, Office of the Common Council, Assessor, Attorney, Engineering, Finance, Fire, Greater Madison MPO, Independent Monitor, Planning, Community Development – Community Block Grant and Community Resource Unity, Public Health, Police, Parking, Traffic Engineering, and Water Utility will ensure all staff who interact with the public at city facilities receive training regarding the rights and responsibilities of people who use service animals. This training will be offered city-wide by the Department of Civil Rights Disability Rights and Services Program. It is recommended that all relevant staff attend the trainings at least bi-annually and that recorded trainings are incorporated into the onboarding process for new staff.

Priority 2 - Effective Communication

1. By end of 2025, all meeting invitations and notices will include information about the availability of and how to request accommodations and language access services in multiple languages. Uniform notice language will be provided by the Department of Civil Rights Disability Rights and Services Program.
2. Beginning Spring 2025, the Disability Rights and Services Program will provide a city-wide annual training on ADA and Effective Communication. It is recommended that all relevant staff attend the trainings at least bi-annually and that recorded trainings are incorporated into the onboarding process for new staff thereafter. The training will include removing access barriers related to:

- Agency responsibility and process for providing written materials are provided in alternative formats such as large print, Braille, and audio recording upon request
- Agency responsibility to provide qualified note takers and readers upon request
- Agency responsibility to provide audio portions of videos and recorded programming provide equally effective communication for individuals with hearing impairments. For example, captioning or a written transcript.
- Agency responsibility to communicate directly with people with disabilities (except when using a qualified interpreter, in an emergency, or at the request of the individual).
- Process for requesting interpretation, translation, and other aids and services from the Language Access Program.

3. By end of 2025, Water Utility and the Office of the Independent Monitor will ensure all staff who interact with the public have access to a phone for On-Demand Language Line Interpretation services and are trained to use Language Line On-Demand Interpretation services over the phone.
   - **Estimated Cost**: Phones may vary by Department. City issued IP landline phone: $300 each. City issued mobile phone: $0 - 500 and $40 per month for service per phone.
4. By end of 2025, Office of the Common Council, Attorney, Independent Monitor, Olbrich Botanical Gardens, Parks, Building Inspection, Community Development CDBG and CRU, Police, Public Health Madison Dane County, Metro Transit, Parking, Traffic Engineering, and Water Utility will ensure that staff who interact with the public have access to a device for Language Line On-Demand Video Interpretation services.
   - **Estimated Cost**: Devices may vary by Department. City issued mobile phone: $0 - 500 and $40 per month for service per phone. City tablet: $500+. Some tablets have a $40 per month for service per device.
5. By end of 2025, Office of the Common Council, Clerk, Attorney, Economic Development, Engineering, Finance, Fire, Greater Madison MPO, Independent Monitor, Olbrich Botanical Gardens, Parks, Planning, Building Inspection, Community Development CDBG and CRU, Police, Public Health Madison Dane County, Metro Transit, Parking, Traffic Engineering, and Water Utility will ensure all staff who interact with the public are trained to use Language Line On-Demand Video Interpretation services for communication with people who use ASL or other sign languages. It is recommended that all relevant staff attend the trainings at least bi-annually and that recorded trainings are incorporated into the onboarding process for new staff thereafter.

Appendix VI - Schedule, Cost, and Priorities for Removal of Access Barriers in Public Facilities

This appendix includes a description of City of Madison facilities open to the public and the applicable design standards for each facility. The tables below include a description of the access barriers identified in the self-evaluation process. Each access barrier has been assigned a priority number as follows:

Priority 1: Accessible approach and entrance
Priority 2: Access to goods and services
Priority 3: Access to public restrooms
Priority 4: Access to other items such as water fountains and public telephones

The tables also include a description of how the barrier to access will be removed, estimated cost, and a projected timeline for removing the barrier to access.

The budget numbers and schedules included here are estimates. The sites that need parking lot, curb and ramp slopes reworked will have civil engineering scopes not able to be quantified or understood at this level of review. Some restroom and floor clearance issues can only be addressed through more significant renovations. To address minor work scopes related to door closure adjustments, insulating lavatory pipes, installing hardware on toilet partitions, installing new signage, relocating existing signage/mirrors and patching walls, relocating wall controls and patching walls, replacing door closers, replacing door hardware, relocating flush valves, installing auto door openers, reworking grab bars, replacing drinking fountains, parking lot striping, installing handrails at ramps, and elevator issues, the work may be grouped into larger City-wide contracts. There are some barriers to access that require further exploration and planning to be determined, but in total these projects could reach millions of dollars in costs. The remedies, estimated cost, and schedule to remove access barriers will be included in an addendum to this Plan by 2030.

The City of Madison anticipates that it will remove the barriers to access in public facilities as outlined in this Plan by 2040 pending budget approvals and staff resources.

Public Facilities

Madison Municipal Building, 215 Martin Luther King Jr. Blvd
Applicable Design Standards: The Madison Municipal Building was built in 1929 with some suites having been altered in the 1980s and as recently as 2018. This is a designated historic building. Some areas of this building predate the ADA Design Standards. Other areas must comply with either the 1991 or 2010 design standards. Only those that are required to comply with either the 1991 or 2010 design standards are listed below.

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible entrance at Doty Street does not include a landing at least 60X60 at the top of the ramp (405.7) (Doty Street is an accessible entrance)	1	Available remedies, scope and cost require further exploration.	Available remedies, scope and cost require further exploration.	To be included as an addendum to this plan 2030
Signs indicating the location of the nearest accessible entrance (216.6)	1	Install signs directing to Doty Street entrance	$1000/sign	City-wide contract 2027 - 2029
Exterior door closing speed (404.2.8.1)	1	Adjust/replace closer	$0/$1000-5000 /location	City-wide contract 2027 - 2029
Interior door weight and closing speed (404.2.8.1 and 404.2.9)	2	Adjust/replace closers (Ste 017)	$1000-5000 /location	City-wide contract 2027 - 2029
Signs including contrast, tactical characters, Braille mounted on the latch side of the door, with clear floor space and at the appropriate height (216.2 and 703)	2	Relocate compliant signs and replace noncompliant signs (Ste 017, 215)	$100 - 1000/sign	City-wide contract 2027 - 2029
Pipes under sink are not insulated (606.5)	3	Install insulation or cover panel	$500/sink	2027
Clearance provided around water closet not 60 inches from the side wall (604.3.1)	3	Confirm condition. May require major renovation (Level 2)	Available remedies, scope and cost require further exploration.	To be included as an addendum to this plan 2030
Accessible restroom stalls do not have self-closing doors (604.8.1.2)	3	Install closer or hinge on existing doors	$100-1000/door depending on scope	City-wide contract 2027 - 2029

City County Building, 210 Martin Luther King Jr Blvd
Applicable Design Standards: The City County Building was built in 1957 with some suites having been remodeled as recently as 2024. This is a historic building. Some areas of this building predate the ADA Design Standards. Other areas must comply with either the 1991 or 2010 Design Standards. Only those that are required to comply with either the 1991 or 2010 Design Standards are listed below.

Dane County is responsible for the maintenance and repair of the building's approach and entrance, elevators, paths of circulation, public restrooms, and other building items such as water fountains. Therefore "County" is listed in the column of estimated cost and some of the associated schedule dates are approximated since the City of Madison will need to work in collaboration with the Dane County to remove the barrier to access.

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Exterior accessible route (302.1)	1	Repair small breaks and cracks that need repair including ramp at Wilson Street entrance	County	2030
Handrails (405.8, 505.4, 505.10.1)	1	Install handrails at Wilson Street entrance	County	2030
Signs indicating the location of the nearest accessible entrance (216.6)	1	Install signs directing to MLK entrance	County $1000/sign	2028
Exterior door closes from a 90-position to a 12-degree position in less than 5 seconds (404.2.8.1)	1	Adjust closer	County $1000-5000/location	2028
Signs including contrast, tactical characters, Braille mounted on the latch side of the door, with clear floor space and at the appropriate height (216.2 and 703)	2	Relocate compliant signs and replace noncompliant signs (Ste 101, 103, 105, Room 201, 203, 401, 403, and 501)	County and City $1000/sign	2028
Interior door weight and closing speed (404.2.8.1 and 404.2.9)	2	Adjust/replace closers (Ste 401 and 505, Room 201)	County and City $1000-5000/location	2028

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible service counter (904.4 and 904.1)	2	Lengthen service counter (Ste 101)	City $2000	2027
Accessible service counter (904.4 and 904.1)	2	Remodel (Ste 403)	City included in renovation plan	2027
Door hardware not operable without grasping or twisting (404.2.7)	2	Replace hardware (Ste 401 conference room)	County and City $1000	2027
Assembly seating in Room 201 does not provide adequate wheelchair spaces (221.2.1) and does not provide complaint companion seats (221.3, 802.3.1, 802.3.1, 802.3.2); folding or retractable armrests are not provided on the aisle side of the seat where armrests are provided in the immediate area (802.4.1)	2	Replace/Install existing seating and include adequate wheelchair spaces	County and City $50,000 – 70,000	2028
Podium ramp in Room 201 does not include a landing at least 60X60 at the top of the ramp (405.7.2, 405.7.3)	2	Install accessible podium	County and city $30,000-50,0000	2030
Restroom sign(s) not located on the latch side of the door (703.4.2)	3	Relocate signs in main hallway	County $100-1000/location depending on scope	2027
Restroom doors require more than 5 pounds of force to open (404.2.9)	3	Adjust closer/replace door (first floor)	County $1000-5000/location	2028

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Restroom mirrors are more than 40 inches above the floor (603.3)	3	Adjust mirror/install additional mirror	County $100-1000/mirror depending on scope	2028
Pipes under sink are not insulated (606.5)	3	Install insulation or cover panel	County $500/sink	2027
Drinking fountain protrudes more than 4 inches into the path of travel (211.2)	4	Replace drinking fountain with potential for minor renovation and wall repair (fifth floor)	County $3000-8000/location depending on renovation and repair requirements	2030

Metro Administrative Offices, 1245 E Washington Ave
Applicable Design Standards: This building was built in 1911 and 1946 with some areas of the leased space having been altered more recently. This is a designated historic building. Some areas of this building predate the ADA Design Standards. Other areas must comply with either the 1991 or 2010 design standards.

Madison Metro Transit leases office space at 1245 E Washington Ave. As a tenant in the building, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
For a parking lot with 144 parking spaces, at least 5 spaces must be accessible, and one must be van accessible (208.2)	1
Accessible parking signs are at least 60 inches above ground (502.6)	1
Elevator door does not remain open for at least 20 seconds when activated (403.3.2)	2
Elevator does not have audible car position signals (407.4.8)	2
Elevator signs on door jambs do not have contrasting text and background (407.2.3 and 408.2.3)	2
Signs are not compliant with Section 703	2
Door(s) closes from a 90-degree angle to a 12-degree angle in less than 5 seconds (404.2.8.1)	2
No signs at inaccessible restrooms providing directions to accessible restrooms (216.8)	3
Accessible restrooms do not have a sign with international symbol of accessibility (216.8)	3
Restroom signs are not compliant with Section 703	3
Pipes under sink are not insulated (606.5)	3

Barrier to Access	Priority
(If constructed or altered after 2012) Toilet paper dispenser is less than 7 inches from the front of the water closet (604.7)	3
Drinking fountain has less than 17 inches of clear floor space for forward approach (306.2.3)	4

Monona Terrace, 1 John Nolen Drive
Applicable Design Standards: The building was built in 1997 with some areas of the leased space having been altered more recently. Some areas of this building must comply with the 1991 design standards while the majority of the building must comply with the 2010 design standards.

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Top of the curb ramp landing has a slope steeper than 1:48 (406.1 and 405.3)	1	Reconfigure/add ramp flares (3 West curb ramp)	Cannot provide estimate	To be included as an addendum to this plan in 2030
Mirrors are more than 40 inches above the floor (603.3)	3	Adjust mirrors/install additional mirrors and repair walls in gender neutral and rooftop restrooms	$1000/location	City-wide contract 2027 - 2028
No accessible coat hooks in restrooms (where coat hooks are provided) (603.4)	3	Adjust coat hooks/install additional coat hooks in accessible restrooms and repair wall	$100/location	City-wide contract 2027 - 2029
Grab bar height/location is inconsistent 2010 Design Standards in public restrooms (604.5, 609)	3	Adjust/install compliant grab bars and repair walls	$1000/location	2027 City-wide contract
Toilet paper dispenser (604.7)	3	Relocate and repair wall West women's restroom	$1000	City-wide contract 2027 – 2029

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Drinking fountain placement and dimensions (306.2.2, 306.2.3, 308.2)	4	Option 1: Adjust drinking fountain Option 2: Install new drinking fountain and repair wall (2 West, 4 West)	Option 1: $1000 Option 2: $3000-5000	Option 1: 2027 Option 2: City-wide contract 2027 – 2029

Greater Madison MPO Office, 100 State Street, Ste 400
Note: This facility is open to the public by appointment only.
Applicable Design Standard: This facility was built in 1900 and predates ADA Design Standards. This facility is also a historic building and may be exempt from some requirements under Safe Harbor. The Greater Madison MPO is a tenet in the building and is encouraged to request accessibility improvements as part of the terms of its lease (so long as those do not threaten or destroy the historic nature of the building). In the interim, the MPO offers meetings virtually at other accessible locations where needed to ensure access to services.

Senior Center, 330 W Mifflin Street
Applicable Design Standards: The Madison Senior Center was built in 1983. This facility predates the ADA Design Standards. However, given the population served at this facility, the agency is encouraged to make the facility as accessible and useable for people with disabilities as possible even if not required by law.

Parks Division Facilities

For a full list of access barriers and anticipated costs see: Parks ADA Self-Evaluation Master Spreadsheet.

Libraries

Notes about "Estimated Cost": The Madison Public Library system has 10 facilities throughout the City. To preserve resources, Priority 2 projects related to way-finding and directional signs as well as Priority 3 projects related to accessible restrooms will be consolidated into a system-wide Capital Improvement Project (CIP) with an estimated cost of $200,000 to address these access barriers in all library facilities. For this reason, "CIP" is included in the estimated cost column in the table below rather than as an estimated cost for individual items. Additionally, many library facilities are located in leased spaces where the property manager is responsible for maintenance and repair of the building's approach and entrance, or other elements. As a tenant in the building, we have notified the property management of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Alicia Ashman Library, 733 N High Point Rd
Date Built/Altered: 2000
Applicable Design Standard:1991
The Alicia Ashman Library is leased from the MidAmerican Management Company. As a tenant, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
No signs reading "van accessible" at van accessible parking (502.6)	1
Clear floor space under restroom sign is less than 18x18 inches (703.42)	3
Accessible toilet stall door is not self-closing (604.8.1.2)	3

Central Library, 201 W Mifflin St
Date Built/Altered: 2013
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Interior ramp handrails do not include barrier to prevent wheelchair casters and crutch tips from falling (405.9.1 and 405.9.2)	2	Add curb/add barrier/extend ramp width	Include in 2025 design process for scheduled renovations	2028

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible toilet stall grab bar does not extend at least 54 inches from the rear wall (604.5.1)	3	Relocate grab bar	CIP	2027
Accessible toilet stall door is not self-closing (604.8.1.2)	3	Replace hinges/door	CIP	2027
Accessible toilet stall door does not have door pulls on both sides of the door (604.8.1.2)	3	Install door pulls	CIP	2027

Goodman South Library, 2222 S Park St
Date Built/Altered: 2010
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
No signs reading “van accessible” at van accessible parking (502.6)	1	Install sign	Part of parking lot reconstruction project 2025	Part of parking lot reconstruction project 2025
Signs are not compliant with Section 703	2	Install tactile signs	CIP	2027
No accessible coat hooks in restrooms (where coat hooks are provided) (603.4)	3	Adjust hook/install additional hook	$100/location	2025
Accessible toilet stall door does not have door pulls on both sides of the door (604.8.1.2)	3	Install door pulls	CIP	2027

Hawthorne Library, 2707 E Washington Ave
Date Built/Altered: 2000
Applicable Design Standard: 1991
The Hawthorne Library is leased from the MESC LLC. As a tenant, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
No van accessible parking (208.2.4)	1
No wayfinding signs (703)	2
Accessible toilet stall door is not self-closing (604.8.1.2)	3

Lakeview Library, 2845 N Sherman Ave
Date Built/Altered: 1971
Applicable Design Standard: This facility predates ADA Design Standards. Where future alterations occur, the 2010 or other current design standards should apply to ensure the facility is accessible and useable to people with disabilities. In the interim, the Department is encouraged to remove access barriers that are readily achievable. For example, accessible parking spaces could be reconfigured/repainted to provide van accessible parking.

Meadowridge Library, 5726 Raymond Rd
Date Built/Altered: 2014
Applicable Design Standard: 2010
The Meadowridge Library is leased from Chabaneko Oksana. As a tenant, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
Slope of accessible parking spaces exceeds 1:48 (502.4)	1
Accessible parking signs are less than 60 inches above the ground (502.6)	1
No signs reading “van accessible” at van accessible parking (502.6)	1
Signs do not include raised text or braille (703)	2
Toilet room grab bar does not extend 54 inches from the rear wall (604.5.1)	3
Accessible toilet stall door is not self-closing (604.8.1.2)	3
Accessible toilet stall door does not have door pulls on both sides of the door (604.8.1.2)	3

Monroe Street Library, 1705 Monroe St
Date Built/Altered: 1961
Applicable Design Standard: This facility predates ADA Design Standards. Where future alterations occur, the 2010 or other current design standards should apply to ensure the facility is accessible and useable to people with disabilities. In the interim, the Department is encouraged to remove access barriers that are readily achievable. It may consider making curb-side services available at this location.

Pinney Library, 516 Cottage Grove Rd
Date Built/Altered: 2020
Applicable Design Standard: 2021
Based on the self-evaluation, this facility is compliant with the 2010 ADA Design Standards.

Sequoya Library, 4340 Tokay Blvd
Date Built/Altered: 2008
Applicable Design Standard: 1991
The Sequoya Library is leased from the Sequoya Commons Board. As a tenant, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
No van accessible parking (208.2.4)	1
Accessible parking signs are less than 60 inches above ground (502.6)	1
Ramp does not have handrails on both sides or barrier (405.8, 405.9.1, 405.9.2)	1
Accessible toilet stall door is not self-closing (604.8.1.2)	3

Library Support Center, 1301 W Badger Rd
Date Built/Altered: 2017
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
No signs reading “van accessible” at van accessible parking (502.6)	1	Install sign	$100	2025
Exterior accessible route has a slope that exceeds 1:20 and a cross-slope that exceeds 1:48 (403.3)	1	Available remedies require further exploration	Available remedies, scope and cost require further exploration	To be included as an addendum to this plan 2030
Signs do not include braille (703)	2	Install signs	CIP	2027

Parking Lots and Garages

Blair Lot, 401 S Blair St
Date Built/Altered: unknown
Applicable Design Standard: unknown
Based on the self-evaluation, this facility is compliant with the 2010 ADA Design Standards.

Buckeye Lot, 214 W Gorham St
Date Built/Altered: 1962/1992
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Standards parking lots with 51 – 75 spaces must have at least 3 accessible parking stalls (208.2)	1	Reconfigure/repaint to add additional accessible parking space	Available remedies, scope and cost require further exploration	To be included as an addendum to this plan by 2030
Openings larger than ½ inch parallel to the path of travel (302.3)	1	Option 1: Repair/fill pavement separation at joints Option 2: Remove and replace concrete	Option 1: $1000 Option 2: $5000-10000	Option 1: 2025 Option 2: City-wide contract 2028

Evergreen Lot, 1802 Monroe St
Date Built/Altered: 2005
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Separation in pavement exceeds ¼ inch (404.2.5, 303.2)	1	Option 1: Repair/fill pavement separation at joints Option 2: Remove and replace concrete (Monroe entrance)	Option 1: $1000 Option 2: $5000-10000	Option 1: 2025 Option 2: City-wide contract 2028

Capital Square North Garage, 218 E Mifflin St
Date Built/Altered: 1971
Applicable Design Standard: This facility predates the ADA Design Standards. Due to the design and structure, it is not feasible to address barriers related to the vertical clearance provided for van accessible parking or the slope of parking spaces, access aisles and some areas of the accessible routes. It is recommended that the agency remove any barriers to access that are

readily achievable. This may include improving signage and continued maintenance and repair of pavement at entrances to ensure a smooth and stable path of travel.

State Street Campus (Frances) Garage, 430 N Frances St
Date Built/Altered: 1982
Applicable Design Standard: This facility predates the ADA Design Standards. Due to the design and structure, it is not feasible to address barriers related to the vertical clearance provided for van accessible parking. It is recommended that the agency remove any barriers to access that are readily achievable. This may include ensuring that an appropriate number of accessible parking stalls are available consistent with 208.2 and replacing doors that require more than five pounds of pull force to open with doors and door hardware consistent with more current design standards.

South Livingston St Garage, 111 S Livingston
Date Built/Altered: 2018
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust/install signs	$100-$1000/sign depending on scope	2027
Protruding objects in the path of circulation (307.2)	2	Option 1: Relocate fire extinguisher Option 2: Add tactile warning such as permanent planter or partial walls	Option 1: $0 Option 2: Available remedies, scope and cost require further exploration if construction is required	Option 1: 2025 Option 2: To be included as an addendum to this plan by 2030

Overture Center Garage, 318 W Mifflin St
Date Built/Altered: 1982
Applicable Design Standard: This facility predates the ADA Design Standards. Due to the design and structure, it is not feasible to address barriers related to the vertical clearance provided at for van accessible parking or the slope of parking spaces, access aisles, and some areas of the accessible routes. It is recommended that the agency remove any barriers to access that are readily achievable. This may include improving signage, designating accessible parking and wayfinding signage as well as replacing doors and door closers with equipment that are consistent with more current design standards.

State Street Capital Garage, 214 N Carrol St
Date Built/Altered: 1995
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking spaces are not at least 8 feet wide (502.2)	1	On each floor, the 1st stall on the Carroll Street side is slightly narrower than 8 feet. Potential remedies may vary depending on construction elements.	Available remedies, scope and cost require further exploration	To be included as an addendum to this plan by 2030
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust relocate signs	$100-$1000/sign depending on scope	2027
Protruding objects in the path of circulation (307.2)	2	Option 1: Relocate fire extinguisher Option 2: Add tactile warning such as permanent planter or partial walls	Option 1: $0 Option 2: Available remedies, scope and cost require further exploration if construction is required	Option 1: 2025 Option 2: To be included as an addendum to this plan by 2030
Door closing speed (404.2.8)	2	Option 1: Adjust closer Option 2: Replace closer	Option 1: $0 Option 2: $1000-5000/location	Option 1: 2025 Option 2: City-wide contract 2027

Wilson Street Garage, 20 E Wilson St
Date Built/Altered: 2020
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Door weight and closing speed (404.2.8.1 and 404.2.9)	2	Option 1: Adjust closer Option 2: Install lighter doors, power assisted or automatic doors	Option 1: $0 Option 1: $1000-5000/location	Option 1: 2025 Option 2: City-wide contract 2027
Protruding objects in the path of circulation (307.2)	2	Option 1: Relocate fire extinguishers Option 2: Add tactile warning such as permanent planter or partial walls	Option 1: $0 Option 2: Available remedies, scope and cost require further exploration if construction is required	Option 1: 2025 Option 2: To be included as an addendum to this plan by 2030

Wingra Lot, 800 Garfield St
Date Built/Altered: 2005
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Slope and cross slope of accessible parking exceeds 1:48 (502.4)	1	Regrade	Available remedies, scope and cost require further exploration	City-wide contract 2028 To be included as an addendum to this plan by 2030

Police Stations

Central District, 211 S Carrol St
Date Built/Altered: unknown
Applicable Design Standard: 2010 standards noted below

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible service counter (904.4 and 904.1)	2	Alter or replace counter	$1000-5000	City-wide contract 2027 - 2029

East District, 809 S Thompson Dr
Date Built/Altered: 2006
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust or replace sign	$100-$1000/ sign depending on scope	2027
Interior door weight and closing speed (404.2.8.1 and 404.2.9)	2	Option 1: Adjust closers Option 2: Replace closer	Option 1: $0 Option 2: $1000-5000	City-wide contract 2027 - 2029
Accessible restroom stall door not self closing (604.8.1.2)	3	Add closer/replace hinge	$1000/door	City-wide contract 2027 - 2029
Public telephone operable parts are higher than 48 inches above the floor (704.2.2)	3	Relocate phone and repair wall	$1000/ location	City-wide contract 2027 - 2029

Midtown District, 4020 Mineral Point Rd
Date Built/Altered: 2018
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Protruding objects in the path of circulation (307.2)	2	Option 1: Relocate fire extinguishers Option 2: Add tactile warning such as permanent planter or partial walls	Option 1: $0 Option 2: Available remedies, scope and cost require further exploration if construction is required	Option 1: 2025 Option 2: To be included as an addendum to this plan by 2030
Elevator door closing speed (403.3.2)	2	Adjust	Cannot provide estimate	City-wide contract 2027 - 2029

North District, 2033 Londonderry Dr
Date Built/Altered: 1996
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust or replace sign	$100-$1000/ sign depending on scope	City-wide contract 2027 - 2029
Vestibule door clearance (404.2.6)	1	Renovation needed	Available remedies, scope and cost require further exploration if construction is required	To be included as an addendum to this plan by 2030
Protruding objects in the path of circulation (307.2)	2	Option 1: Relocate fire extinguishers Option 2: Add tactile warning such as permanent planter or partial walls	Option 1: $0 Option 2: Available remedies, scope and cost require further exploration if construction is required	Option 1: 2025 Option 2: To be included as an addendum to this plan by 2030
Community Room sign does not include tactile charters or Braille (703.2 and 703.3)	2	Install sign	$1000/sign	City-wide contract 2027 - 2029
Community Room table knee clearance (306.2 and 306.3)	2	Replace furniture	TBD	2027
General seating areas (802.1.2 and 802.1.3)	2	Remove furniture	$0	2025
Public telephone operable parts are higher than 48 inches above the floor (704.2.2)	4	Relocate phone and repair wall	$1000/location	City-wide contract 2027 - 2029

South District, 825 Hughes Place
Date Built/Altered: 2023
Applicable Design Standard: 2010

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust or replace sign	$100-$1000/ sign depending on scope	City-wide contract 2027 - 2029
Automatic doors not working	1	Option 1: Repair closer Option 2: Replace closer	Option 1: $500 Option 2: $1000-5000	Option 1: 2025 Option 2: City-wide contract 2027 – 2029. CIP request
Protruding objects in the path of circulation (307.2)	2	Replace water fountain. Requires renovation	$1000-3000	City-wide contract 2027 - 2029
Accessible service counter (904.4 and 904.1)	2	Alter/replace counter	$1000-5000	City-wide contract 2027 - 2029
Grab bars not compliant with 604 and 609	3		$100/location	City-wide contract 2027 - 2029
Restroom stalls do not have pull on both sides of the door (604.8.1.2)	3	Relocating DF and constructing low walls	$1000-3000	City-wide contract 2027 - 2029
Public telephone operable parts are higher than 48 inches above the floor (704.2.2)	4	Replace phone and repair wall	$1000/location	City-wide contract 2027 - 2029
Telephones do not have volume control	4	Replace phone	TBD	City-wide contract 2027 - 2029

West District, 1710 McKenna Blvd
Date Built/Altered: 2001
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust or replace sign	$100-$1000/ sign depending on scope	City-wide contract 2027 - 2029
Entrance doors closing speed (404.2.8.1)	1	Option 1: Adjust closer Option 2: Replace closer	Option 1: $0 Option 2: $1000-5000	Option 1: 2025 Option 2: City-wide contract 2027 - 2029
Interior door(s) closing speed (404.2.8)	2	Option 1: Adjust closer Option 2: Replace closer	Option 1: $0 Option 2: $1000-5000	City-wide contract 2027 – 2029

Training Center, 5702 Femrite Dr
Date Built/Altered: 1997
Applicable Design Standard: 1991

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above the ground (502.6)	1	Adjust or replace sign	$100-$1000/ sign depending on scope	City-wide contract 2027 - 2029
Protruding objects in the path of circulation (307.2)	2	Replace water fountain- Requires renovation	$1000-3000	City-wide contract 2027 - 2029
Accessible work areas (305.3 and 306.2)	2	Replace furniture	TBD	City-wide contract 2027 - 2029
Men’s locker room bench (903)	2	Remove bench and repair finishes	$1000-3000	City-wide contract 2027 - 2029
No signs at inaccessible restrooms providing directions to accessible restrooms (216.8)	3	Install signs	$1000/sign	2027 City-wide contract

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible restrooms not located on accessible route (behind locked doors)	3	Further consultation needed	Available remedies, scope and cost require further exploration	To be included as an addendum to this plan 2030
Lavatory (sink) counter surface height (606.3)	3	Option 1: Lower lavatory Option 2: Install new lavatory and repair wall finishes	Option 1: $1000 Option 2: $3000-5000	City-wide contract 2027 - 2029

Public Health Madison Dane County

Village on Park - Atrium and South Madison Offices, 2230 and 2300 South Park Street
PHMCD leases this facility from the Madison Community Development Authority. The facility was built in 1960-1965. The date of more recent renovations to the interior of the building is unknown. The parking lot was constructed in 2023. This facility was evaluated using the 2010 ADA Design Standards.

This facility is scheduled for relocation in 2027. Therefore, it is recommended that the PHMCD ensure that the newly designed space is compliant with the 2010 ADA Design Standards and remove barriers to the existing facility that are readily achievable within the time period in which PHMDC will occupy the facility. Based on our self-evaluation, those include the following:

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Accessible parking signs are less than 60 inches above ground (502.6)	1	Adjust signs/install signs	$100-$1000/sign depending on scope	2027
No signs reading “van accessible” at van accessible parking (502.6)	1	Install signs	$100-$1000/sign depending on scope	2027
Protruding objects in the path of circulation (307.2) *Option 1*	2	Adjust drinking fountain	$50-100	2027

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Protruding objects in the path of circulation (307.2) *Option 2*	2	Relocate fire extinguisher/add tactile warning such as permanent planter or partial walls	$100-3000 depending on scope	City-wide contract 2027
Sign locations	2	Adjust signs	$100-1000/sign depending on scope	2027 Or as part of city-wide contract 2027
Accessible toilet stall door is not self-closing (604.8.1.2)	3	Replace hinges/door	$1000/location	2027
No accessible coat hooks in restrooms (where coat hooks are provided) (603.4)	3	Adjust hook/install additional hook	$100/location	2027

East Washington Offices, 2705 E Washington Ave
Date Built/Altered: 2000
Applicable Design Standard: 1991
PHMDC leases this facility from MESC LLC. As a tenant, we have notified the property manager of our self-evaluation findings and will work to address these barriers to access. The remedies, estimated cost, and associated schedule are not available and will be determined as part of future lease agreements.

Barrier to Access	Priority
No van accessible parking (208.2.4)	1
Accessible parking spaces are inconstant heights and worn (502.6)	1
Elevator does not have audible car position signals (407.4.8)	2
Elevator does have tactile star at jambs main level (407.2.3 and 408.2.3)	2
Signs including contrast, tactical characters, Braille mounted on the latch side of the door, with clear floor space and at the appropriate height (216.2 and 703)	2
Accessible restroom signs are not located at the latch side of the door at the appropriate height (703)	3
Accessible restroom maneuverable floor clearance (404.2.3)	3
Lavatory (sink) toe clearance (306.3.3)	3
Left side single-user restroom – center line of the water closet is greater than 18 inches from the side wall or partition	3

Fish Hatchery Offices, 2120 Fish Hatchery Road
Date Built/Altered: 1957
Applicable Design Standard: The PHMDC Fish Hatchery Offices were built in 1957. This facility predates the ADA Design standards. Only portions of this facility are used by the public. Currently restrooms and parking areas could present barriers to access for people who use mobility devices. Where renovations or alternations take place in the future, the City of Madison should work to bring the facility into compliance with the 2010 ADA Design Standards or other current design standards. In the interim services will be made available at other more accessible locations throughout the city when in-person meetings are required.

Facilities with Public Tours - Madison Fire Department and Madison Water Utility

Madison Fire Department will prioritize achieving full compliance for the tour route at Fire Stations 1, 7, 11, 12, 13, and 14 into compliance with relevant standards so that tours of fire stations are readily accessible to people with disabilities at a variety of locations even if it is not feasible to offer them at each facility.

Water Utility will prioritize achieving full compliance for the tour route at Unit Well 7 and Unit Well 31 under the ADA Transition Plan.

Appendix VII – ADA Transition Plan Capital Improvement Projects

2026 Capital Improvement Plan

Program Budget Proposal

Identifying Information

Agency	Engineering - Facilities Management	New or Existing Project	New
Proposal Name	ADA Transition Plan Implementation	Project Type	Program
Project Number	15751	2026 Project Number	N/A

Project Description

This project funds the design and construction to address the compliance issues identified in the ADA Transition Plan as completed by the Department of Civil Rights in 2025 and 2026. The transition plan lists the City of Madison facilities that are open to the public and the barriers to access currently present for each facility. The access barriers are then further prioritized as follows: Priority 1) Accessible approach and entrance - includes elements needed to get into the building like parking, accessible route, curb ramps, entrance, elevators, etc.; Priority 2) Access to goods and services - includes elements needed to access areas of the building like seating areas, rooms and spaces, wayfinding signs, service counters, elevators and more; Priority 3) Access to public restrooms - includes all aspects of an ADA complaint public restroom; and, Priority 4) Access to Additional Services - includes additional elements such as water fountains, public telephones, and audible and visual fire alarms. The City of Madison anticipates that it will remove the barriers to access in public facilities by 2040 and in Parks by 2055 pending budget approvals and staff resources. This funding request contemplates reoccurring annual budget requests until 2040 or until compliance issues have been addressed. It should be noted that the annual projects and estimates require further coordination and scope identification. The items in City parks and libraries will be covered by separate budget requests.

Alignment with Strategic Plans and Citywide Priorities

Identify the Citywide Element and Strategy from the Imagine Madison Comprehensive Plan that is most relevant to your proposal.

Citywide Element	Health and Safety
Strategy	Support policies and services that foster healthy and safe living environments.

Is this project related to a city agenda or strategic plan other than Imagine Madison (e.g. Climate Forward, Housing Forward, Metro Forward, Vision Zero)? Yes

Does this project/program improve the city's climate resilience or sustainability by addressing climate change impacts, reducing greenhouse gas (GHG) emissions, improving energy efficiency, or other benefit? No

Does this project/program create operational efficiencies or cost savings? For example, by reducing staff travel time, reducing utility expenses, or other operational change? No

Describe how this proposal advances the selected Imagine Madison Element. In addition, if you answered "Yes" to any of the three questions above, describe how the proposal advances these other citywide priorities.

This budget request will advance the health and safety of Madison residents and vistors by removing barriers to access for people with disabilities. The Americans with Disabilities Act (ADA) of 1990 is a civil rights law that affirms and protects the rights of people with disabilities to participate in public life. Under Title II of the ADA, 28 CFR Part 35, public entities are required to provide services, programs, and activities in a manner that is readily accessible to and usable by people with disabilities. The City of Madison enacted an ADA Transition Plan in the 1990s and has maintined compliance, although some of the elements of that compliance have become decentralized over time and compliance requirements have evolved. The City's ADA Transition Plan is in the process of being updated to ensure accessibility and usability of the City's programs and facilities.

Describe how this proposal considers equity and quality of life for residents. (For example, does this project address specific inequities, is it based on equity-related data/ prioritization, or is it from a Neighborhood Resource Team (NRT) recommendation?)

The Americans with Disabilities Act (ADA) of 1990 is a civil rights law that affirms and protects the rights of people with disabilities to participate in public life. Under Title II of the ADA, 28 CFR Part 35, public entities are required to provide services, programs, and activities in a manner that is readily accessible to and usable by people with disabilities. The disability community includes people of color, LGBTQIA2S+, immigrants, and people with other marginalized identities. The efforts to foster access in Madison must go beyond legal compliance so that all residents have the opportunity to live, work, travel, play, and thrive.

Project Information

Agency: Engineering - Facilities Management
Project/Program: ADA Transition Plan Implementation

Budget Information

Agencies may submit requests for new projects under the following circumstances: 1) Project is primarily funded by non-general obligation borrowing funding sources, 2) the project meets an emergency need not anticipated in 2025, 3) the project is currently on the Horizon List and is ready to be advanced, or 4) the project is planned for the last year of the CIP (2031).

What "New Project" criteria does your proposal meet? Select "Yes" for all that apply.

1) Primarily funded by non- GO sources	No
2) Meets emergency need	No
3) Currently on horizon list	No
4) Proposed for last year of CIP	No

Describe how the proposal meets the criteria above. Why is this project needed in the 2026 CIP?

The ADA Transition Plan seeks to address compliance issues and reduce access barriers. The scope of the work to address the issues will require numerous years to implement and should commence once the ADA Transition Plan has been approved by the Common Council.

Requested 2026 Budget by Funding Source

Funding Source	2026	2027	2028	2029	2030	2031
Borrowing - GF GO	$ -	$ 200,000	$ 225,000	$ 250,000	$ 275,000	$ 300,000
Total	**$ -**	**$ 200,000**	**$ 225,000**	**$ 250,000**	**$ 275,000**	**$ 300,000**

Requested 2026 Budget by Expense Type

Expense Type	2026	2027	2028	2029	2030	2031
Non-Capitalized Expense	$ -	$ 200,000	$ 225,000	$ 250,000	$ 275,000	$ 300,000
Total	**$ -**	**$ 200,000**	**$ 225,000**	**$ 250,000**	**$ 275,000**	**$ 300,000**

TIF funding is included in this request:	No
Impact Fees are included in this request:	No

Request does not include TIF or Impact Fees. Skip Supplemental Budget Info.

Project Information

Agency: Engineering - Facilities Management

Project/Program: ADA Transition Plan Implementation

Project Schedule and Location

Complete the table below for each year of requested funding. If detailed project plans are not available, explain why and when this information will be available.

- For **programs**, detail the minor projects that will occur and provide location detail when necessary.
- For **projects,** detail costs across the major project phases (planning, design, or construction/implementation).

Year	Phase/Project Name	Cost	Location	Alder District
2027	ADA Transition Plan Implementation 2027	$ 200,000	City-wide	TBD
2028	ADA Transition Plan Implementation 2028	$ 225,000	City-wide	TBD
2029	ADA Transition Plan Implementation 2029	$ 250,000	City-wide	TBD
2030	ADA Transition Plan Implementation 2030	$ 275,000	City-wide	TBD
2031	ADA Transition Plan Implementation 2031	$ 300,000	City-wide	TBD

Additional Information

Facility Expenses

Does the proposal include facility expenses? Yes

Technology

Does the proposal include a technology component (e.g. electronic hardware, upgrades or migrations of existing systems, website changes, technology-related operating costs such as software licenses)? No

Over the next six years, will the project/program require any of the following operating expenses:

Facilities or land maintenance?	Yes
Software or software licenses?	No
Vehicle setup or maintenance costs?	No
External management or consulting contracts?	Yes
Additional FTE positions for ongoing operations of this project/program?	No

Is this project/program required to meet the Percent for Arts ordinance? No

Percent for Art requirements detailed in MGO Section 4.30

Please provide additional information in the following section.

Project Information

Agency: Engineering - Facilities Management
Project/Program: ADA Transition Plan Implementation

Additional Information (Continued)

If you answered "Yes" to any of the "Additional Information" questions above, please provide additional details in the next section. If a specific section is not relevant, you can enter "N/A"

Facility Expenses

If the proposal includes City site/building/facility expenses, has the proposal been reviewed by City Engineering Facilities? Yes

Explain how you developed the facilities cost estimate for the budget request.

Engineering Facilites Management provided cost estimates for items in Appendix IV of the ADA Transition Plan. The projects in Apendix IV will be grouped and phased to provide efficiency. While the projects will likely be designed in house, it may be possible that professional consultants will be needed for scopes that cannot be addressed in house.

Technology

Technology components may include:

- Electronic hardware that will be connected to a City device (e.g. wireless, bluetooth, cable, NFC)
- A new website or changes to an existing website
- Changes to existing software or processes, including upgrades or additional modules
- Technology-related operating costs (e.g. software licenses, Software as a Service subscriptions)

If the proposal includes a technology component, have you worked with your IT Project Portfolio Manager to discuss the project? No

If no, please reach out to your Project Portfolio Manager so that their business analysis can be included in the request.

Do you believe any of the hardware or software to be considered surveillance technology? No

Surveillance technology is defined in MGO Sec. 23.63(2).

If yes, please reach out to Sarah Edgerton prior to submitting your budget request.

The Government Accounting Standards Board (GASB) recently issued a statement (GASB 96) for subscription-based information technology arrangements (SBITAs). Per GASB 96, ongoing licensing and subscription costs, including software as a service (SaaS) expenses should be budgeted as an operating expense. Software costs should **not** be requested in your capital budget. Answer the questions below so the Finance Department is aware of your software needs for the operating budget request process.

Does your project or program require purchasing software licenses?	No
Does your project or program require purchasing implementation services or other one-time costs?	No

Operating Expenses

Estimate the project/program annual operating costs. Include software costs if applicable.

Description - please detail operating costs by major where available	Annual Costs
N/A	N/A

Percent for Art

If your project is required to meet the Percent for Art ordinance, is this expense included in the expense table on the "Project Information" tab? N/A

Appendix VIII - Acronyms and Abbreviations for Public Right-of-Way Facilities

ADA Transition Plan: City of Madison's Plan to identify accessibility needs, integrate accessibility improvements into the Capital Improvement Program (CIP), and ensure that all transportation facilities, services, programs, and activities are accessible to all individuals.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): Scope and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

Architectural Barriers Act (ABA): Federal law requires facilities designed, built, altered or leased with federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the City includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the city's transportation system.

Detectable Warning: A surface feature with bumpy, raised patterns (truncated domes) placed on sidewalks or ramps. These patterns help individuals with visual impairments recognize a transition from a pedestrian walkway to a street or other vehicular areas, providing a tactile cue for safety.

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the Federal-Aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

High Accuracy Reference Network (HARN): A statewide or regional upgrade in the accuracy of coordinates using Global Positioning System (GPS) observations.

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A designated interior or exterior pathway specifically designed and prepared to facilitate safe pedestrian travel.

PROWAG: An acronym for the Public Right-of-Way Accessibility Guidelines, issued in 2005 by the U.S. Access Board. These guidelines cover design practices for roads, slopes, and terrain to ensure accessible pedestrian pathways, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other features in public right-of-way.

Right-of-Way: A term referring to land or property, typically in the form of a strip, that is used for streets, sidewalks, and trails, providing public pedestrian access within a public entity's jurisdiction.

Rectangular Rapid Flash Beacons (RRFBs): A traffic control device that uses flashing amber LED lights, typically in a rectangular shape, to alert drivers of pedestrians crossing at a crosswalk, particularly at mid-block locations or uncontrolled intersections.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet, including scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The federal agency responsible for enforcing the law and ensuring the administration of justice in the United States. It is commonly referred to as the Justice Department or DOJ.

WGS World Geodetic System (1984): A three-dimensional coordinate system that's used for navigation, positioning, and targeting. It's the reference coordinate system for the Global Positioning System (GPS) used in phones, vehicles, etc.

Appendix IX - Bus Stop Accessibility Improvements

Metro Transit redesigned its transit system in 2023 and launched the Bus Rapid Transit system in 2024. With these changes now in effect, some bus stops require accessibility improvements, such as the installation of concrete boarding pads. Additionally, improvements may be needed to ensure accessible routes to bus stops, including curb ramps, pedestrian crossings, sidewalk installations, and traffic signal upgrades.

The table below provides details about planned accessibility improvements of bus stops within the City of Madison right-of-way, including descriptions of the work and estimated dates of completion.

Members of the public may provide feedback about bus stop accessibility for review by the City of Madison Transportation Department and City of Madison Transportation Commission. This coordination will help the City identify barriers to access and priorities for a schedule for barrier removal. You can report access concerns related bus stops at 608-266-4466 or mymetrobus@cityofmadison.com

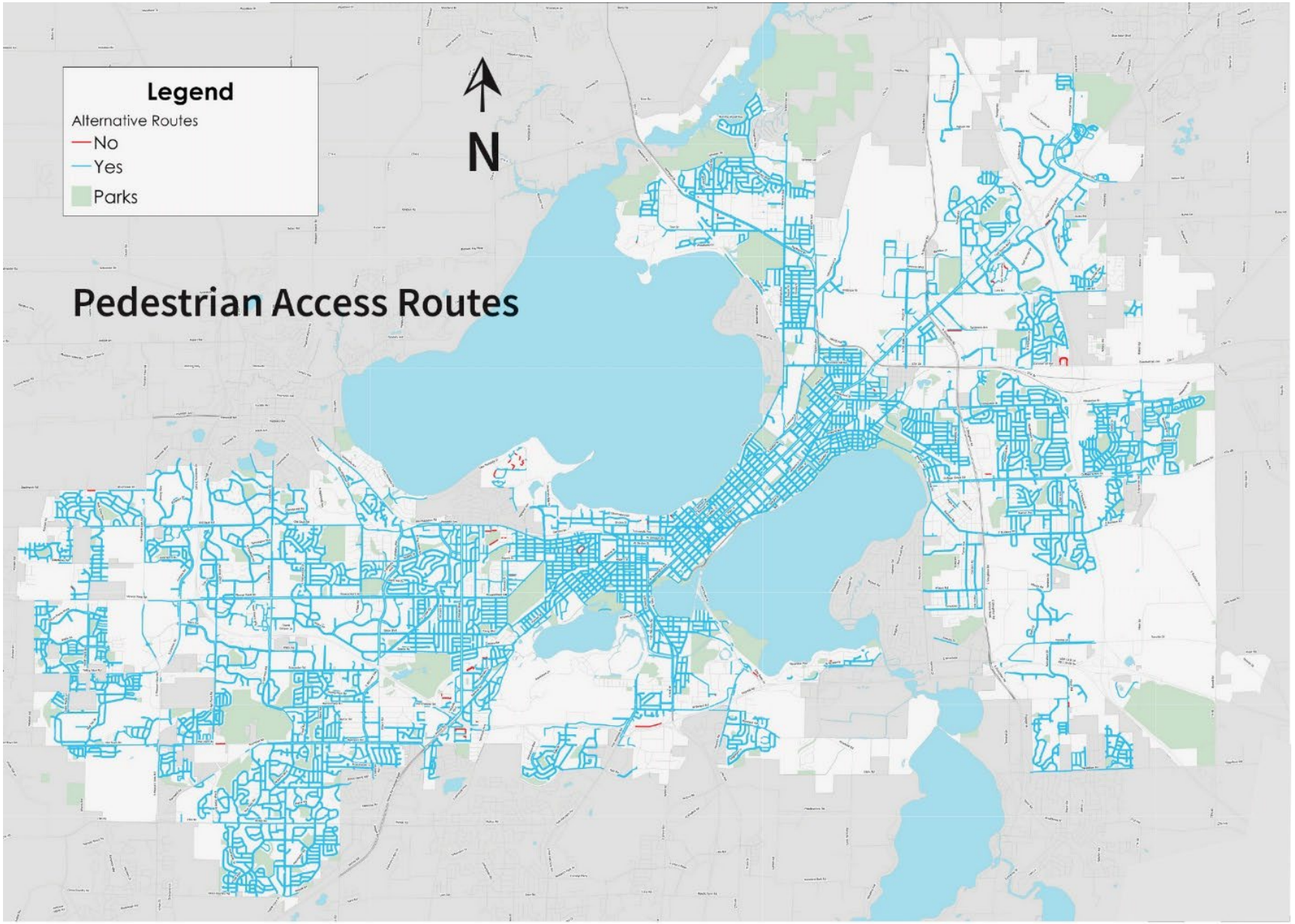
Bus Stop Accessibility Improvements: Locations, Details, Estimated Completion Date

Bus Stop Code	Location Description	Description of Planned Accessibility Improvement(s)	Estimated Date of Completion
9914	This stop (#9914) is westbound on the 2698 block of Darwin after International	City of Madison to design and contract for installation of new sidewalk and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
9260	This stop (#9260) is westbound on the 5200 block of High Crossing before Crossroads	City of Madison to design and contract for installation of new curb ramp, sidewalk, and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
7867	This stop (#7867) is northbound on the 221 block of Wyalusing after Summertown	Private development to contract for installation of approved design for bus boarding pad area (LNDSPP-2023-00006)	Not scheduled - anticipated by November 2025
3150	This stop (#3150) is westbound on the 4600 block of E Broadway opposite Park And Ride	City of Madison to design and contract for installation of new curb ramp, sidewalk, and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025

Bus Stop Code	Location Description	Description of Planned Accessibility Improvement(s)	Estimated Date of Completion
7668	This stop (#7668) is westbound on the 4420 block of Pflaum before Seiferth	City of Madison to design and contract for installation of new curb ramp, sidewalk, and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
1129	This stop (#1129) is eastbound on the 1327 block of Sherman after Marston	City of Madison to design and contract for installation of new sidewalk and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
4139	This stop (#4139) is eastbound on the 3399 block of Beltline S after Grandview	City of Madison to design and contract for installation of new curb ramp, sidewalk, and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
4412	This stop (#4412) is westbound on the 3398 block of Beltline S before Grandview	City of Madison to design and contract for installation of new bus boarding area (Project 14817)	Not scheduled - anticipated by November 2025
8427	This stop (#8427) is eastbound on the 5999 block of Schroeder before White Oaks	City of Madison to design and contract for installation of new curb ramp and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025
8862	This stop (#8862) is westbound on the 6000 block of Schroeder before White Oaks	City of Madison to design and contract for installation of new curb ramp and bus boarding pad area (Project 14817)	Not scheduled - anticipated by November 2025

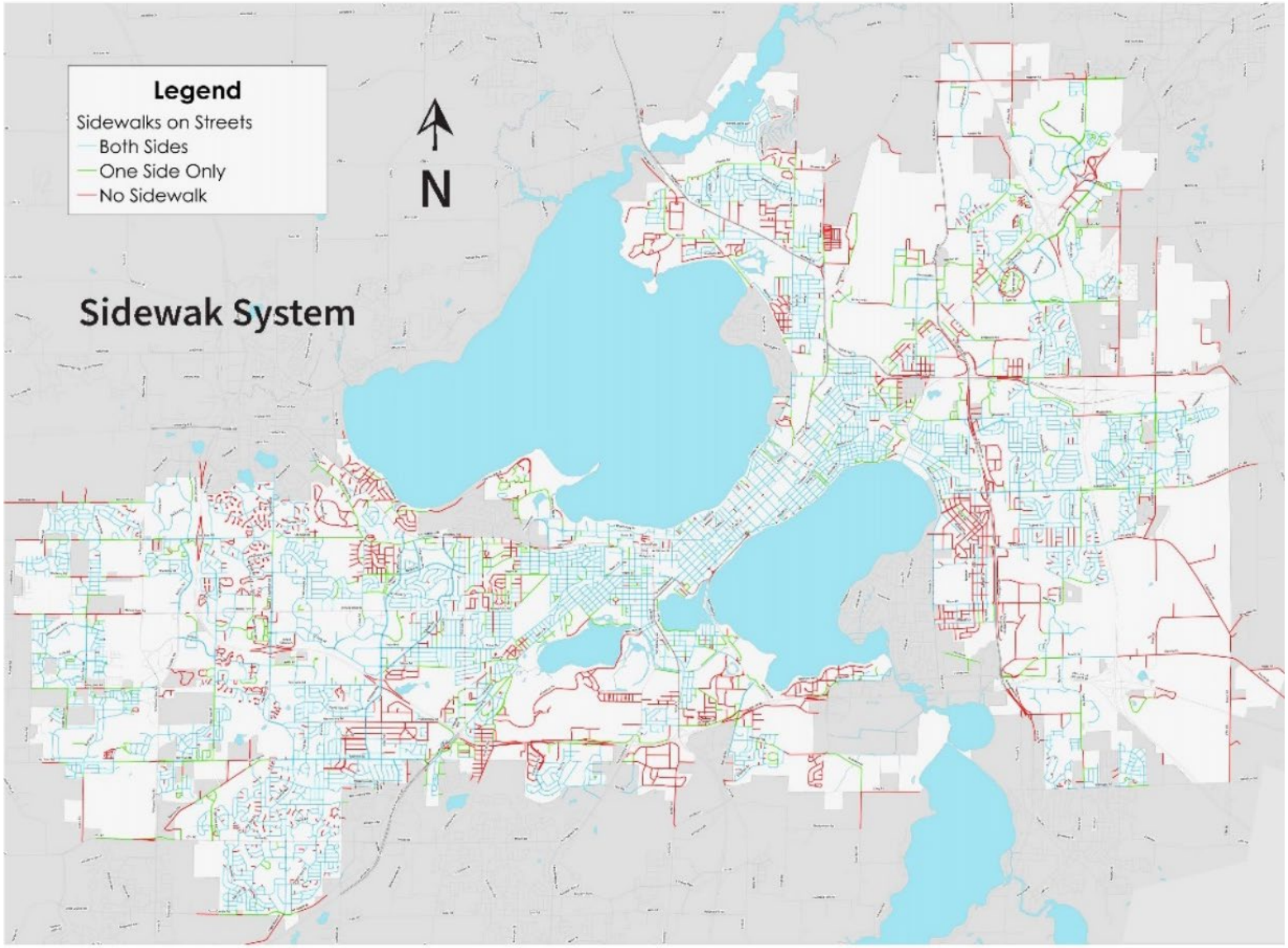
Appendix X - Sidewalk Accessibility Map

A digital map is available online



Appendix XI - Sidewalk System Map

A digital map is available online.



Appendix XII - Traffic Signals and Street Safety Improvements

City of Madison traffic engineers create plans to account for pedestrians, cyclists, motorists and people using public transportation. Using the Safe System approach, the Traffic Safety program prioritizes proven safety countermeasures such as setting appropriate speed limits, enhancing crosswalk visibility, improving lighting and adding traffic calming safety improvements.

Residents request safety improvements in the public right-of-way including audible pedestrian signals, street lighting, street signs, pavement markings, and report concerns related to biking or walking, speeding issues, and traffic signals through the Request a Safety Improvement form on our website or by contacting Traffic Safety at traffic@cityofmadison.com or 608-266-4761.

Appendix XIII - Sidewalk and Curb Ramp Repair and Replacement Programs

The Engineering department incorporates ADA Design Standards when designing street reconstruction projects so that all new construction is compliant. The design engineers also strive to comply with PROWAG standards whenever doing so would not present a financial burden.

Inspections are carried out during the construction process to ensure compliance is maintained in the final product. Whether streets have a missing, or incomplete sidewalk routes is considered when determining which city streets to prioritize for public works projects.

Sidewalk repairs are conducted outside of street reconstructions through the Sidewalk Repair Program. These repairs do not address large scale barriers like grade or cross-slope but instead fix barriers like uneven surfaces or raised edges.

The Annual Sidewalk Replacement Program was created to identify and repair defects (cracks, broken sections, offsets creating trip hazards, ponding/icing issues) throughout the City, rotating through the alder districts on a 10-year cycle. The criteria for replacement of public sidewalk and curb and gutter and ADA ramp replacement guidelines are established by the City of Madison Engineering Division.

Sidewalk repair and replacement are identified in one of two ways:

1. Every year, the sidewalks in two of the City's Aldermanic Districts are surveyed by city staff to identify areas of non-compliance that can be addressed by replacement or grinding down sidewalk squares. The Sidewalk Repair Schedule by Alder District is available on our website.
2. Members of the public may also report sidewalk areas that are in need of repair anywhere in the city at any point in time by submitting a Sidewalk Concern through our website or by contacting Bill McGlynn, Sidewalk Program Supervisor at 608-266-4537 or wmcglynn@cityofmadison.com.

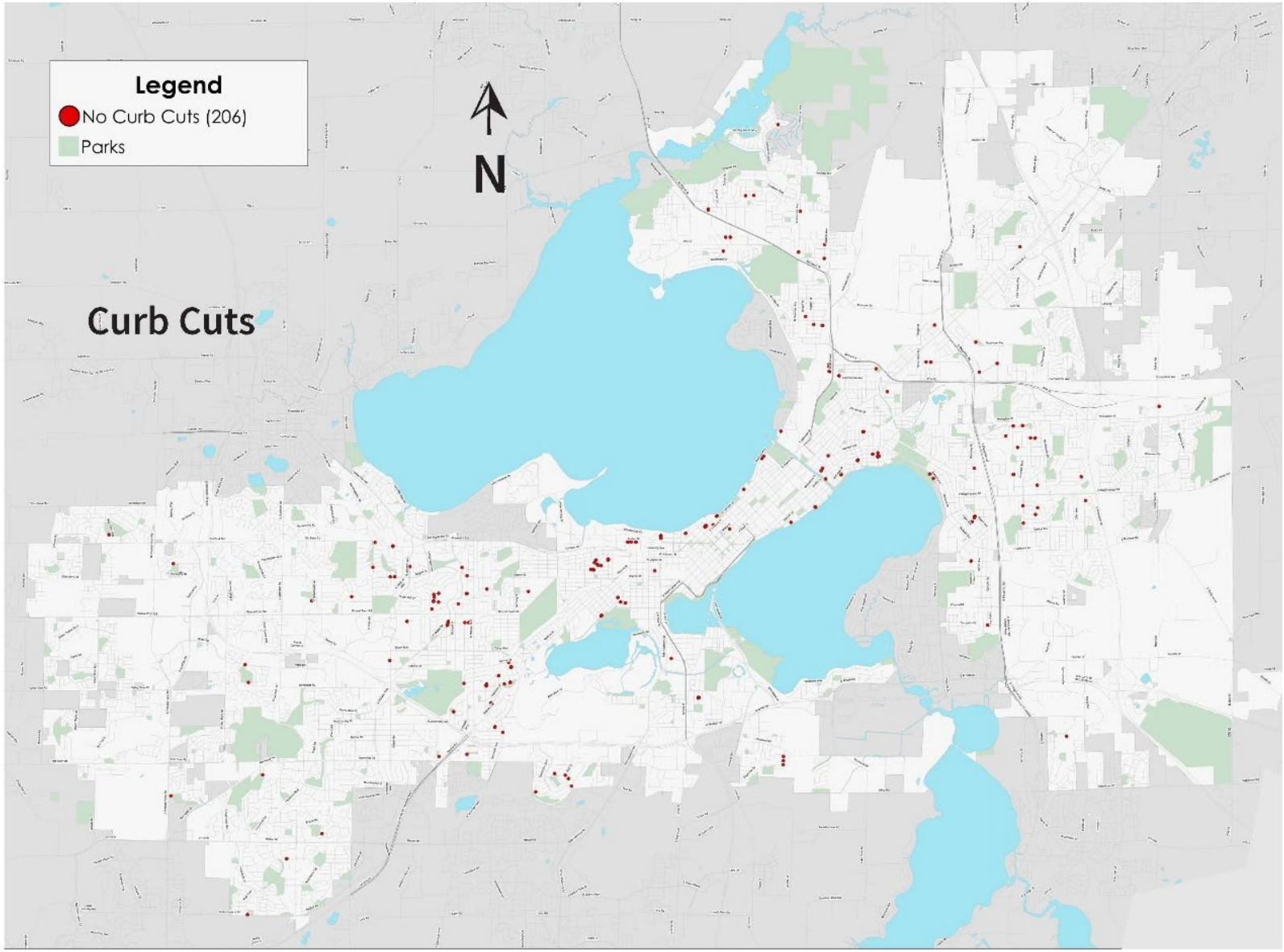
Once a year, all the identified sidewalk squares in need of repair or replacement are reviewed by the Board of Public Works and the Common Council. Approved repairs are bid out to outside contractors as public work contracts. At present, the curb ramp replacement program does not include curb ramps that are intact but are non-complaint.

Private development that impacts the public right-of-way is reviewed to ensure compliance standards are met. Utilities and other private contractors working in the right-of-way are required to take out permits to ensure accessible pedestrian routes are maintained or appropriate signage is used for detours. Restoration of disturbed surfaces is required to meet original conditions or better them. All costs for the restoration or improvement of right-of-way facilities are borne by the developer. Occasionally private development projects will overlap with a sidewalk that has a slope or grade outside of ADA compliance. In those cases, any sidewalk within the project limits will be brought into compliance. However, any adjoining non-compliant sidewalk not included in the scope of the project may retain existing access barriers.

The City's current tracking mechanisms are not sophisticated enough to identify locations with non-compliant slope or grade. However, there is the potential in the prioritization scheme for staff inspectors to account for things not covered by the standardized weights and give an area with a known sever cross slope priority.

Appendix XIV – Curb Cut Map

A digital map is available online.



Appendix XV – Summary of Public Engagement Activities and Input

Public Engagement

The Proposed ADA Transition Plan was open for public comment June 26, 2025 – August 23, 2025.

The proposed plan was made available to the public on the City of Madison Department of Civil Rights website on Jun 26, 2025. A summary was also published in English, Spanish, Chinese, and Hmong. The City issued a press release and email blast to over two hundred community partners on the same date notifying the public of upcoming public information sessions and the ability to submit public comment related to the plan. The City also posted a short video in American Sign Language on its website and social media.

The Department of Civil Rights and the City of Madison engaged with residents through social media throughout the public comment period. As well as at in-person community events such as the annual Disability Pride Madison Festival and City of Madison Disability Pride Flag Raising Ceremony. Information about the Plan, public engagement sessions, and the ability to submit public comment was also shared on *LaMovida Radio's Conectando con tu Ciudad* radio show and WORT 89.9 FM *Hmong Radio Show*. Subsequent news stories were published in the Isthmus and aired WKOK 27.

Public information sessions were held as follows:

- Program, Services, Activities, and Employment recording, Slides July 9, 2025, 6:00 - 8:00 p.m.
- Public Right of Way recording Slides July 16, 2025, 6:00 - 8:00 p.m.
- Public Facilities and Web and Digital Accessibility recording, Slides July 23, 2025, 6:00 - 8:00 p.m.

All public information sessions included ASL interpretation and captioning. Spoken language interpretation was available upon request. Recordings of the public information sessions and the materials were posted to the City of Madison website following each session.

A summary of public comments and responses are included.

Public Comments

General

Comment:

The ADA transition plan is greatly needed in order to create a more accessible and equitable Madison for residents, employees, and visitors. I hope that the City uses it an opportunity for growth and development with an openness to change. Ongoing training for all city employees is a crucial component of any plans to improve the City of Madison.

Response:

Thank you for your comment and support of the proposed ADA Transition Plan. Trainings related to program compliance are already underway and are expected to be completed by the end of 2025. They will be offered annually for new employees, and it is recommended that all employees that interference with the public participate at least bi-annually.

Comment:

I feel that Madison is an inclusive City, but I like the way the ADA transition plan gives goals to work on to make the city more inclusive and accessible to everyone.

Response:

Thank you for your comment and support of the proposed ADA Transition Plan. We strive for a Madison that is Inclusive Innovative and Thriving for all.

Programs, Services and Activities

Comment:

A few updates the city of Madison could implement are related to COVID-19 mitigation and reducing community spread. 1. Install high quality air purifiers in all city funded spaces 2. Provide masks and C-19 tests to all employees 3. Expand sick leave so that when people do fall ill, they are not having to choose between losing income or spreading their illness to others. 4. A mask-required time once a week at public libraries to increase access to these spaces for high risk individuals

Response:

We recognize that concerns related to COVID-19 and other airborne illnesses can create barriers to access for residents and visitors. Many of our programs offer online services or curb-side options where needed for immunocompromised individuals. If a resident needs a disability-related accommodation, they may contact the agency to request the accommodation.

1. Most City Owned Buildings that have “staff occupancy” use air filtration that meets or exceeds MERV-11. In many cases, in particular if it’s a LEED certified facility, the filtration is MERV-13. MERV is a filter efficiency rating and the higher the number means it filters smaller and smaller particles at certain percentage. A portion of the air is from outside and a portion is recirculated in most spaces, so at every pass particles are removed from the air that makes it to the occupied space. Above MERV-13 it starts to get into HEPA filtration which isn’t used in the vast majority of commercial spaces, other than hospitals typically. In addition, our LEED Certified facilities also increase ventilation rates from WI code minimum to ASHRAE Standard 62.1 rates. For many spaces this is doubling the ventilation rates.

   In addition, in most City Owned Buildings that have staff occupancy we also include Needle Point Bipolar Ionization which further enhances air quality by removing/neutralizing airborne contaminants. This technology effectively eliminates VOC, PM-10 and PM-2.5 particles from the air. It also doesn’t produce Ozone byproduct.

We standardized on using this manufacturer, GPS For more information, see How Ionization Works.

Note: The City County Building is managed by Dane County and may have different air filtration requirements.

2. Each City of Madison agency purchases masks as requested for employees, public meetings and events. The City's Engineering Department also provides agencies with masks upon request. Additionally, it may be provided as part of an approved reasonable accommodation. Regarding COVID-19 tests, unfortunately, the Federal government has ended or defunded most free testing programs. The Wisconsin Department of Health Services does not currently supply free COVID-19 self-tests. The City of Madison is continuing to explore coverage options for employees participating in health benefits. Thank you for your suggestion.

3. The City of Madison provides sick leave to employees to be used for the employee's own illness or injury or for the illness or injury of an immediate family member, including a domestic partner or designated family partner. For more information about sick leave for hourly/seasonal employees, please refer to the hourly/seasonal page of the Human Resources Benefits website.

4. For permanent employees, Sick leave is earned at the rate of one-half (1/2) day per biweekly pay period, prorated based on an employee's FTE (full-time equivalent) percentage of employment. Additionally, an employee must be in paid status for 60% of the given pay period in order to earn sick leave of that pay period. Employees earn sick leave immediately upon starting employment with the City and may accumulate up to a total of 163 days of sick leave. (Sick leave rules may vary by contracts/handbooks.) The City of Madison also offers an optional wage insurance program (short-term and long-term disability insurance) to permanent employees. The only opportunity to enroll in wage insurance without medical underwriting is during an employee's first 30 calendar days of employment in a position eligible for wage insurance. If an enrolled employee exhausts their available sick leave, they may file a claim and may be eligible for income continuation payments while in an absent without pay status from the City. Employees who have an approved wage insurance claim will receive up to 65 percent of their regular salary ($1,875 maximum weekly benefit.)

5. In addition, on July 26, 2021, the U.S. Department of Health and Human Services and the U.S. Department of Justice issued joint Guidance on "Long COVID as a Disability Under the ADA, Section 504, and Section 1557. This guidance explains that long COVID can be a disability under Titles II (state and local government) and III (public accommodations) of the Americans with Disabilities Act (ADA),3 Section 504 of the Rehabilitation Act of 1973 (Section 504), and Section 1557 of the Patient Protection and Affordable Care Act (Section 1557). A person with a qualifying disability is eligible for disability-related benefits from the City of Madison as described on page 46 and 47 of this Plan.

6. Although not currently required by the ADA, we understand the value of mask-required hours and programing for people who are immunocompromised or who have other health

conditions that increase their risk for contracting COVID-19. We have shared this suggestion with the Madison Public Library. Please note, wherever hours or programing requires patrons mask, an exception would be made for a person who is not able to put on, wear or remove a face covering because of a disability.

Comment:

[…] the City of Madison should consider creating a position of Sign Language Interpreter and employ a small team of both Deaf and hearing interpreters. The City could utilize their own staff to provide services for events such as meetings, recreational events, employee training, press conferences, virtual needs, etc. There are many benefits of having a dedicated staff.

Response:

We agree there are many benefits to having dedicated staff available to interpret and bring their experience to the City of Madison. Currently, ASL is the second most requested language for interpretation at the City (Spanish is the first). We currently have Bilingual Community Connectors for Spanish, Chinese, and Hmong. The Department of Civil Rights has been exploring expanding our Language Access Program to include an ASL Community Connector. We believe this is an important step toward making City of Madison programs and services more accessible and building meaningful relationships with our Deaf residents. We will continue to explore opportunities to pursue this position when resources are available. In the interim, we will utilize qualified interpreters through our Language Access Program for events, meetings, press conferences, and more. Employees of the City of Madison also have access to interpretation services through the accommodations process.

Public Facilities

Comment:

Thank you for offering public meeting options for community members. The session I attended was informative and I'm excited to learn about the steps Madison has and will take to become a more inclusive and accessible city.

Please consider implementing visually accessible safety alerts as a standard in public spaces moving forward. Active shootings and other emergency events are becoming more common place in our society. Emergency notifications tend to be auditory in nature, an alarm, a PA system, etc. Auditory notifications are not accessible to all of our community members. Things like lights, scrollers, and mass messages to the devices connected to a buildings wi-fi will add a layer of safety and can buy precious time for all of our community members while in public spaces [...].

Response:

Thank you for your support of the Proposed ADA Transition Plan.

Section 702.1 of the 2010 ADA Design Standards requires that fire alarm systems include both flashing lights and audible signals. We evaluated all City of Madison facilities open to the public. Based on our evaluation, all of our facilities required to have fire alarm systems have both flashing and audible signals.

Madison and Dane County Emergency Management work together with the first responders to issue a Wireless Emergency Alerts via cellular phones, but this information is not as timely as on-site alarm systems. The City of Madison Emergency Management Plan (EMP) provides guidance for the response and recovery to emergency situations. Based on your feedback, Emergency Management will recommend future City projects include a voice evacuation fire alarm system (audible) and/or message boards (visual) as additional ways to share emergency information to the public. In addition, the Madison Police Department provides Civilian Response to Active Shooter Events trainings that are open to the public.

Comment:

[Regarding City County Building, Room 201, Common Council meeting assembly seating area for members of the public] There have been several people who have needed adequate seating and what's installed is not supportive of larger bodies. What it appears we're doing is attempting to find a chair and then that person would sit away from the two gallery areas, which can also be very embarrassing and make someone feel out of place. Most recently someone decided to stand which of course led to them also visibly trying to shrink themself so they weren't in the way of anyone who would be walking by. I don't believe that's an acceptable way for us to create space for folks. We're doing a disservice to folks who would benefit from seating that would benefit different body types and abilities.

Response:

Thank you for bringing this issue to our attention. The City County Building, Room 201 is used by the Common Council and members of the public. Dane County is responsible for the maintenance and repair of many common areas of the building. We agree this room is an important part of residents' ability to engage in City government and should be welcoming, useable and accessible to people with disabilities and people with all body types.

This room contains elements that are historic in nature and the public seating area predates the ADA Design Standards. However, in response to your comment we have completed an evaluation and will be adding a schedule to remove identified access barriers to the ADA Transition Plan as included below and incorporated into Appendix VI.

We found the assembly seating currently available in Room 201 is 17.5 inches across, 18 inches from floor to seat, 17.5 inches deep, and has a back height of 19 inches. The ADA Design Standards do not require a specific chair or seat dimensions for accessibility. When standards are not available, we seek out other sources of reliable information to inform best practices for inclusion. Based on a 2023 study, a minimum seat width of 22 - 26 inches would accommodate the 99th percentile of the population (400-600 lb users). (Sydor M, Hitka M. Chair Size Design Based on User Height. Biomimetics (Basel). 2023 Jan 31; 8(1):57. doi: 10.3390/biomimetics8010057.) The Center for Universal Design also recommends providing a variety of seating options. Therefore, we recommend new seating incorporate options, such as individual seats and benches and at least one of those options be at least 22 – 26 inches wide, for a diverse range of users and body types.

Barrier to Access	Priority	Remedy	Estimated Cost	Schedule
Podium ramp does not include a landing at least 60X60 at the top of the ramp (405.7.2, 405.7.3)	2	Install accessible podium	County and city $30,000-50,0000	2030
Signs including contrast, tactical characters, Braille mounted on the latch side of the door, with clear floor space and at the appropriate height (703)	2	Install ADA compliant sign (Rm 201)	County $1000/sign	2028
Interior door weight and closing speed (404.2.8.1 and 404.2.9)	2	Adjust/replace closers (Rm 201)	County and City $1000	2028
Assembly seating does not provide adequate wheelchair spaces (221.2.1) and does not provide complaint companion seats (221.3, 802.3.1, 802.3.1, 802.3.2); folding or retractable armrests are not provided on the aisle side of the seat where armrests are provided in the immediate area (802.4.1)	2	Replace/Install existing seating and include adequate wheelchair spaces	County and City $50,000 – 70,000	2028

Comment:

Swapping out signage is a waste of our money & isn't beneficial. What we have now already functions.

Response:

Ensuring that signage in public facilities is compliant with the ADA makes public building safer and creates access to information, services, restrooms, and parking for people with disabilities. We disagree that replacing non-compliant signs with compliant signs is wasteful or not beneficial. Signs that are not compliant with the ADA are not considered to be “functional” under the law. Through the self-evaluation process we identified wayfinding or signage that is not compliant with

one or more of the requirements of 216 and 703 of the 2010 or other applicable ADA Design Standards. This means that installing or relocating the sign is necessary for legal compliance and, more importantly, to ensure our facilities are accessible and useable for people with disabilities.

Comment: (non-resident)

I saw that City of Madison is updating the ADA Transition plan. I don't live in Madison but am part of a national group, Changing Spaces Campaign. Inclusion | Changing Spaces Campaign. I lead Changing Spaces Wisconsin. We advocate for the installation of powered, height adjustable adult size changing tables in public. This resolution was passed in 2022 for Dane County. 2022 RES-130 - 2022 RES-130.

These tables became part of the 2024 building code for new buildings and renovations, although Wisconsin didn't adopt this code, and is still using 2015 code. However, municipalities can choose to adopt the code and if you are updating accessibility, this would be a great step towards Universal Design. Building Code | Changes Spaces Campaign

This is our map Universal Changing Table Map | ChangingSpacesUSA

I don't know if you had this on your radar, but as parent to a 25-year-old man who needs somewhere to change when outside of home, lack of accommodations keeps us isolated at home much of the time. For families like ours access to a save, private, hygienic place to change is a game changer, is life changing and is the single most important accommodation that enables us to be part of our community.

Response:

Although not currently required by the ADA, we recognize that adult changing tables make public spaces more accessible and inclusive and create greater access to the community. The City will explore and strive to implement adult changing tables in new construction and renovations of public spaces such as libraries, park shelters and community centers wherever feasible.

Public Right of Way

Comment:

The City frequently permits out the downtown ADA parking to able bodied construction workers and events leaving people with mobility issues no where to park to attend medical appointments or events. This needs to stop. There is never substitute parking available when the city gives these ADA spots up for other use.

Response:

Under the Public Right of Way Guidelines, a public entity must provide accessible alternative pedestrian access routes, transit stops, and loading zones wherever feasible due to construction, maintenance operations, closure, or other similar conditions (PROWAG R204). Although the same is not expressly required for accessible reserved on-street parking, the City of Madison relocates reserved accessible on-street parking whenever there is a practical alternative. Therefore, we find that substitute parking is made available and the City of Madison is currently in compliance.

In addition to accessible on-street parking with no posted time limits or meters, a person with a "Parking for people with disabilities" hangtag or license may park in:

- Accessible parking spaces in all City lots and City parking garages. Standard fees apply and are payable at Pay Stations, Exit Stations, or with a Parking Fee Notice (for overnight parking).
- Accessible parking next to the elevator on every level of the State Street Capitol Garage.
- A metered space on-street with a posted limit of 30 minutes or longer (for longer than the time limit) without getting a ticket. Payment is not required at these meters.
- Any non-designated, general use, stalls (without payment) for up to 48 hours at any 30-minute limit or longer metered space or signed area, other restrictions such as part time (e.g. NO STOPPING STANDING OR PARKING 3-6 PM) restrictions for traffic, or loading zones, or alternate side parking, must be complied with.

The Madison Parking Utility has more information on accessible parking. Also see Parking for Persons with Disabilities. For enforcement related concerns, contact the Madison Parking Enforcement at 608-266-4622 or parkingenforcement@cityofmadison.com

Comment:

There needs to be an initial assessment and then regular review of the conditions at every place that railroad tracks intersect roads or sidewalks or multiuse paths. These intersections can be extremely dangerous to not only bicycles but also any other person needing to use mobility aids of any kind, whether wheelchairs, walkers, crutches, scooters or baby strollers.

Response:

Rail Roads are outside of the jurisdiction of the City of Madison. Follow this link for more information about the Federal Railroad Administration Office of Civil Rights and ADA Complaints or email them at civil.rights@dot.gov or call 202-493-0669. In addition, the Office of the Commissioner of Railroads (OCR) is tasked with ensuring safety of the public at railroad crossings in the State of Wisconsin. When the City of Madison proposes projects or improvements, many of them must go through an OCR approval process. More information on OCR is available at https://ocr.wi.gov/

The City of Madison's Annual Sidewalk Replacement Program conducts regular review of the sidewalk, curb ramp, and gutter conditions. Each year they conduct in-person assessments of the sidewalks in two of the City's Aldermanic Districts and rotate through the alder districts on a 10-year cycle. The Sidewalk Repair Schedule by Alder District is available on our website. Additionally, members of the public may also report sidewalk areas that are in need of repair anywhere in the city at any point in time by submitting a Sidewalk Concern through our website or by contacting Bill McGlynn, Sidewalk Program Supervisor at 608-266-4537 or wmcglynn@cityofmadison.com. See Appendix XIII for more information.

We have also noted your request for a safety improvement. Other requests for safety improvements in the public right-of-way including audible pedestrian signals, street lighting, street signs, pavement markings, and concerns related to biking or walking, speeding issues, and

traffic signals can be reported through the Request a Safety Improvement form on our website or by contacting Traffic Safety at traffic@cityofmadison.com or 608-266-4761. See Appendix XII for more information.

Comment:

1. Diagonal Curb Ramps Create Hazards for Wheelchair Users. A single diagonal curb ramp crossing an arterial or collector street creates unsafe crossing conditions.
    - hard for pedestrians to signal which street they're crossing
    - most effective signal requires entering the street corner, creating clash with right-on-red turns
    - snow clearance makes all these even harder
2. Dangerous Curb Ramps. A wheelchair-using resident should have a reasonable expectation that sidewalks and curb ramps are safely designed. Curb ramps are being created that wildly exceed the running and cross slope requirements: they are attractive nuisances. Sadly, in addition to legacy (pre-ADA) examples, there are brand new creations with these issues. This is why it's crucial that your process includes updating the standard drawings for contracted sidewalk repair and construction. I'm very familiar with four near my house:
    - 43°02'47.4"N 89°26'43.5"W
        - south east corner of Hiawatha Dr and Chippewa Dr (Legacy ramp — Michael McBurney lived 2 blocks away) On the third day I used my powerchair back in 1993, I tipped over sidewise on this one.
    - 43°02'41.6"N 89°26'42.3"W (two ramps)
        - northwest of the intersection of Yuma Dr and Cherokee Dr. This paired crosswalk is significantly uphill from the street intersection. This pair was added ca 2008; the cross slope is unnavigable in wet or icy conditions.
    - 43°02'41.5"N 89°26'42.1"W
        - entry to the northern sidewalk of Yuma Dr at Cherokee Dr. The gutter and slope are unnavigable, period.
3. I'm Available As A Sounding Board. I've got many years' experience serving on city commissions/committees/boards, as well as decades as a disability rights advocate in the community. In addition to using a powerchair for 30 years, I've worked with blind and Deaf people as well as folks with intellectual disability labels. I retired in 2019, and no longer know alders or city staff. I have professional experience in keeping secrets. If I can be helpful, please reach out.

Response:

1. Thank you for your comments regarding the accessibility and usability of perpendicular curb ramps in comparison to diagonal curb ramps. For compliance with PROWAG R304, wherever

existing conditions do not restrict the feasibility, perpendicular curb ramps will be installed going forward.

2. Safety is a top priority in Madison's Transportation Improvement Plan. We will include a review of the standard drawings for contracted sidewalk repair and construction in the Plan. In addition, any new construction and alterations of curb ramps and blended transitions in the public right-of-way beginning January 17, 2025, will comply with the PROWAG standards except where existing physical constraints make compliance technically infeasible. Compliance with these requirements is required to the maximum extent feasible. Existing physical constraints include, but are not limited to, underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature.

   We recommend that anyone aware of similar problematic ramps report them via the report-a-problem site as a sidewalk issue to bring them to the attention of our Sidewalk and Curb Ramp Repair and Replacement Programs (See Appendix XIII for more information). We reported the curb ramps you listed and a surveyor confirmed and documented the excessive ramp slopes. These ramps will require considerable changes to be made to the surrounding sidewalk, curb, terrace, and/or street to reduce the slope or otherwise make ADA compliant so they will need to wait for a street reconstruction project.

3. Thank you for sharing your experience. We look forward to collaborating with you. Please also consider applying for a City of Madison Board, Commission or Committee.

Comment:

I would like to give a little bit of feedback particularly in relation to APSs or accessible pedestrian signals. I'm pleased to see that Madison has started using Polara equipment which is much cheaper to install. I think that given how much less expensive it is, it might be possible, or certainly seems reasonable, to put in more APS in various places around town, particularly downtown around the square and so on. I do particularly appreciate the signal lights they have at Blair and Gorham where there is a press light, and you get a flashing light to cross the street. You also find those at Pickney and Gorham and Gorham and Henry. I would like to see them along all the busy intersections around Johnson, Gorham, University, Washinton, Regent and the Square. It would life much easier and certainly safer for those of us who rely on such.

Response:

Thank you for your comments and feedback. The City of Madison uses various methods to improve pedestrian safety including Flashing Beacon Crosswalk Lights and accessible pedestrian signals (APS). Residents can submit an Accessible Pedestrian Signal Request to request an APS be installed at a crosswalk or intersection within the City. City Staff are evaluating options for signal improvements in many of the areas you mentioned. Significant projects, like John Nolen Drive Reconstruction and North-South BRT will allow for additional improvements. The City has currently proposed upgrading some RRFBs to full signals, which may further increase pedestrian safety. For more information regarding upgrading RRFBs to full signals at the West Washington Avenue Crossing and North Shore Drive Crossing, see March 26, 2025, City of Madison Response to Order and Plans, Office of the Commissioner of Railroads, Docket 9170-RX-346.