



City of Madison

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

Agenda - Amended FINANCE COMMITTEE

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

Monday, July 27, 2026

4:30 PM

VIRTUAL

2. [94051](#) Submitting the appointment of David Schmiedicke for confirmation of a five-year term as Finance Director.
Sponsors: Satya V. Rhodes-Conway
Legislative History
7/14/26 Human Resources Referred for Introduction
Department
Finance Committee (7/27/26), Common Council (8/4/26)
7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
3. [94053](#) Submitting the appointment of Christine Knapp for confirmation of a five-year term as Water Utility General Manager.
Sponsors: Satya V. Rhodes-Conway
Legislative History
7/15/26 Human Resources Referred for Introduction
Department
Finance Committee (7/27/26), Common Council (8/4/26)
7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
4. [93925](#) Submitting the appointment of Charles J. Romines for confirmation of a five-year term as Director of Public Works.
Sponsors: Satya V. Rhodes-Conway
Legislative History
7/8/26 Human Resources Referred for Introduction
Department
Finance Committee (7/27/26), Common Council (8/4/26)
7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
5. [93643](#) Authorization to Enter a Sole Source Intergovernmental Agreement with the University of Wisconsin Population Health Service Fellows Program (2026 C RES-001)
Sponsors: Joann Pritchett
Legislative History
6/17/26 Health Department Referred for Introduction
Finance Committee (7/26/26), Board of Health Madison and Dane County (7/8/26),
Common Council (8/4/26)

- | | | | |
|--|---------|---|---|
| | 7/7/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE
Additional referral to Board of Health Madison and Dane County. |
| | 7/7/26 | FINANCE COMMITTEE | Referred to the BOARD OF HEALTH FOR
MADISON AND DANE COUNTY |
| | 7/17/26 | BOARD OF HEALTH FOR
MADISON AND DANE
COUNTY | Return to Lead with the Recommendation
for Approval to the FINANCE COMMITTEE |
6. [94052](#) Authorizing a noncompetitive contract with Arch Solar C&I to remove hail damaged solar modules and install new modules at the Madison Public Market (District 12)
- Sponsors:** Satya V. Rhodes-Conway And Julia Matthews
- Legislative History**
- | | | | |
|--|---------|----------------------|---|
| | 7/15/26 | Engineering Division | Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26) |
| | 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE |
7. [93982](#) Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and District 3).
- Sponsors:** Derek Field And Regina M. Vidaver
- Legislative History**
- | | | | |
|--|---------|-------------------|--|
| | 7/14/26 | Water Utility | Referred for Introduction
Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26) |
| | 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE
Additional referral to Water Utility Board. |
| | 7/21/26 | FINANCE COMMITTEE | Referred to the WATER UTILITY BOARD |
8. [94044](#) Approving the design of a site-specific public artwork for the South Point Public Works Facility (402 S Point Road) and authorizing the Mayor and City Clerk to enter into a competitively selected agreement with The Milligan Studio, LLC. for fabrication, delivery, and installation. (District 1)
- Sponsors:** Ellen Zhang And John W. Duncan
- Legislative History**
- | | | | |
|--|---------|-------------------|---|
| | 7/14/26 | Planning Division | Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26) |
| | 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE |
9. [94047](#) Approving the design for the State Street Campus Garage/Hawthorne Court Percent for Art Project, authorizing the Mayor and City Clerk to execute an agreement with StudiokCA, LLC for design, fabrication, delivery and installation of a site-specific public art feature, and dissolving the State Street Campus Garage/Hawthorne Court Public Art Ad-Hoc Committee. (District 2)
- Sponsors:** Ellen Zhang, Will Ochowicz And Michael E. Verveer
- Legislative History**
- | | | | |
|--|---------|-------------------|---|
| | 7/14/26 | Planning Division | Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26) |
|--|---------|-------------------|---|

- 7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
10. [93940](#) Authorizing the acceptance of a grant for \$250,000 from the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant program, and authorizing contracts with WEDC and the MTZ Charitable Organization, Inc. for the use of the funds and amending the 2026 Adopted Operating Budget for Economic Development Division-Office of Business Resources' purchased services. (District 14)
- Sponsors:** Noah L. Lieberman
- Legislative History**
- 7/10/26 Economic Development Division Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26)
- 7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
11. [93983](#) Authorizing the Parks Division to submit, and if awarded, accept a grant of up to \$1,505,000 from Dane County Conservation Fund Grant Program for acquisition of park land acquired from Madison Crushing & Excavating, Inc. and authorizing the Mayor and City Clerk to enter into a contract with Dane County to accept the grant award.
- Sponsors:** Sabrina V. Madison, Derek Field And Noah L. Lieberman
- Legislative History**
- 7/14/26 Parks Division Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26)
- 7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
12. [93842](#) Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and amend the 2026 Adopted Capital Budget to appropriate the grant revenue and expenses, up to \$10,000, for the Water Utility Water on Wheels (WU-WOW).
- Sponsors:** Regina M. Vidaver
- Legislative History**
- 7/6/26 Water Utility Referred for Introduction
Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26)
- 7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
Additional referral to Water Utility Board.
- 7/21/26 FINANCE COMMITTEE Referred to the WATER UTILITY BOARD
13. [93941](#) Approving a Revised Rate for the 2026 Resource Recovery Special Charge and Amending the 2026 Streets Division Operating Budget
- Sponsors:** Satya V. Rhodes-Conway, John P. Guequierre, Sabrina V. Madison, Badri Lankella And Derek Field
- Legislative History**
- 7/10/26 Streets Division Referred for Introduction
Finance Committee (7/27/26), Common Council (8/4/26)
- 7/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

14. [94045](#) Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026; and Providing for Other Details and Covenants with Respect Thereto and Authorizing an Amendment to the 2026 Water Utility Capital Budget.
- Sponsors:** Regina M. Vidaver
- Legislative History**
- | | | |
|---------|---|--------------------------------|
| 7/14/26 | Attorney's Office
Finance Committee (7/27/26), Common Council (8/4/26) | Referred for Introduction |
| 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE |
15. [93749](#) Amending the Public Health Budget to Accept Grant Funds from the Medical College of Wisconsin (MCW), Inc. on behalf of the Advancing a Healthier Wisconsin Endowment (AHW) for Partnerships for Success: Innovative Health Support for Young Parents in Schools (2026 C RES -002)
- Sponsors:** Joann Pritchett
- Legislative History**
- | | | |
|---------|--|---|
| 6/25/26 | Health Department
Finance Committee (7/27/26), Board of Health Madison and Dane County (7/8/26),
Common Council (8/4/26) | Referred for Introduction |
| 7/7/26 | COMMON COUNCIL
Additional referral to Board of Health Madison and Dane County. | Refer to the FINANCE COMMITTEE |
| 7/7/26 | FINANCE COMMITTEE | Referred to the BOARD OF HEALTH FOR
MADISON AND DANE COUNTY |
| 7/17/26 | BOARD OF HEALTH FOR
MADISON AND DANE
COUNTY | Return to Lead with the Recommendation
for Approval to the FINANCE COMMITTEE |
16. [93981](#) Authorizing the Issuance and Establishing the Parameters for the Sale of Not to Exceed \$173,830,000 General Obligation Promissory Notes, of the City of Madison, Wisconsin, and Directing the Final Approval of the Terms Thereof.
- Sponsors:** Satya V. Rhodes-Conway, Sabrina V. Madison And Carmella Glenn
- Legislative History**
- | | | |
|---------|---|--------------------------------|
| 7/13/26 | Attorney's Office
Finance Committee (7/27/26), Common Council (8/4/26) | Referred for Introduction |
| 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE |
17. [93980](#) SUBSTITUTE: Authorizing the City to issue loans not to exceed \$5,691,636.97 to the Community Development Authority related to the Monona Shores Apartments and Revival Ridge Apartments.
- Sponsors:** Satya V. Rhodes-Conway
- Legislative History**
- | | | |
|---------|--|--------------------------------|
| 7/13/26 | Finance Department
Finance Committee (7/27/26), Common Council (8/4/26) | Referred for Introduction |
| 7/21/26 | COMMON COUNCIL | Refer to the FINANCE COMMITTEE |

18. [94055](#) ~~Mid-Year Appropriation Resolution amending the 2023 Adopted Operating and Capital Budget, and the 2023 Adopted Capital Budget~~

Sponsors: Satya V. Rhodes-Conway

Legislative History

7/15/26	Finance Department	Referred for Introduction
	Finance Committee (7/27/26), Common Council (8/4/26)	
7/21/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE



City of Madison

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Madison, WI 53703
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Master

File Number: 94112

File ID: 94112

File Type: Discussion Item

Status: Items Referred

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/22/2026

File Name: Public Comment

Final Action:

Title: Public Comment

Notes:

Sponsors:

Effective Date:

Attachments:

Enactment Number:

Author:

Hearing Date:

Entered by: abannon@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	FINANCE COMMITTEE	07/22/2026	Refer	FINANCE COMMITTEE			
Action Text: This Discussion Item was Refer to the FINANCE COMMITTEE							

Text of Legislative File 94112

Title
Public Comment



City of Madison

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

Master

File Number: 94051

File ID: 94051

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: Submitting the appointment of David Schmiedicke for confirmation of a five-year term as Finance Director.

Final Action:

Title: Submitting the appointment of David Schmiedicke for confirmation of a five-year term as Finance Director.

Notes: Contract attachment will be added ASAP when ready.

Sponsors: Satya V. Rhodes-Conway

Effective Date:

Attachments: Schmiedicke Final Contract.pdf

Enactment Number:

Author: Erin Hillson, Director of Human Resources

Hearing Date:

Entered by: kklafka@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94051

Fiscal Note

As stated in the Employment Agreement between the City of Madison and David Schmiedicke, the Finance Department director's salary will be based on a total annualized rate of \$211,079 effective August 2, 2026. The Finance Department director position is approved and funded in the 2026 Adopted Operating Budget. No additional appropriation required.

Title

Submitting the appointment of David Schmiedicke for confirmation of a five-year term as Finance Director.

Body

WHEREAS, the Mayor has appointed David Schmiedicke to the position of Finance Director and has recommended to the Common Council that their appointment be confirmed; and,

WHEREAS, the parties have reached an accord on the terms and conditions of an Employment Agreement between the City and David Schmiedicke;

NOW THEREFORE, be resolved that David Schmiedicke's appointment to the position of Finance Director is hereby confirmed, and the Mayor and the City Clerk's Office are authorized to execute an Employment Agreement between the City and David Schmiedicke.

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
DAVID P. SCHMIEDICKE**

This Agreement made this August 4, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and David Schmiedicke person (hereafter, the "Finance Director," "Director," or "Employee").

WITNESSETH;

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

WHEREAS, the Director possesses the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Finance Director, and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Finance Director by the Common Council of the City of Madison on August 4, 2026, and

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

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

I. FINANCE DIRECTOR HIRED

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

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE FINANCE DIRECTOR

A. General Responsibilities:

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

B. Examples of Duties and Responsibilities:

This is highly responsible managerial and professional work in directing the operations, programs, and staff of the City's Finance Department. The Finance Department is functionally responsible for City-wide financial management services to include general accounting, fiscal management, budgeting, internal audit, risk management, financial services (e.g., managing the assets and liabilities of various City funds, providing financial advisory service to enterprise operations, etc.), purchasing, payroll, financial analysis of economic development proposals, treasury services, investment management, and debt management. This position also serves as the City Comptroller as defined in Wisconsin State Statute 62.09(10) and the City Treasurer as defined in Wisconsin State Statute 62.09(9). This work characteristically involves highly complex financial analysis and consultation at the policy level. Work is performed under the direction of the Mayor.

- Manage the staff, programs, and functions of the Finance Department. Plan and direct overall departmental activities. Develop and implement City accounting, budgetary, financial management, and related City administration systems and programs. Review program results with staff for compliance with objectives and approve detailed financial statements and reports. Keep abreast of changes in technology affecting financial reporting/accounting systems and recommend improvements or updates. Hire, train, assign, motivate, evaluate, and discipline a diverse staff both directly and through subordinate supervisors.
- Provide financial management services relative to the City's numerous funds. Manage the assets and liabilities of these funds. Provide financial advisory and analytic services for the City's enterprise operations and special funds. Review budgets and financial statements to identify problems and recommend remedies. Review long-range financial projections and cash forecasts. Review financial status of each fund and establish goals.

- Direct the City's budgetary process. Oversee budget reviews, data and innovation projects, and management and financial analyses and studies. Provide policy-level support to the Mayor's Office, Finance Committee, Room Tax Commission, and Common Council in the development, analysis, and implementation of the City budget.
- Provide high level economic development financial services. Develop methods and procedures for performing financial reviews of economic development projects. Prepare financial feasibility studies for T.I.F. projects and develop detailed financial plans. Prepare documents to support debt issuance and management. Review low-cost loans and other financial assistance programs. Review proposed Industrial Revenue Bond issues and report findings to Common Council.
- Direct the City's audit program by identifying priorities and policy considerations. Establish audit objectives and oversee implementation through a subordinate supervisor. Review audit results. Maintain liaison with and support Department Heads, the Mayor's Office, and the Finance Committee relative to audit functions.
- Provide managerial review and policy-level decisions regarding the City's Risk Management program. Approve insurance policies for City-wide coverage. Review and recommend annual budget for Risk Management, including amounts for premiums, Worker's Compensation, safety programs, and self-insurance retentions. Review and approve changes in policies and procedures affecting risk activities.
- Provide debt management services. Review the annual borrowing requirements for the City of Madison and prepare long-term debt policies. Manage the City's debt service costs. Prepare documentation and Official Statement for City borrowing (and solicit bids accordingly).
- Oversee the City's purchasing program and staff through a subordinate supervisor. Provide policy-level direction and oversight to purchasing activities and functions through the establishment of adequate procedures, and through the identification and resolution of programmatic problems.

- Oversee the City's treasury and investment management program and staff through a subordinate supervisor. Provide policy-level direction and oversight of revenue collection and reconciliation activities, along with investment strategies, through the establishment of adequate procedures and through identification and resolution of programmatic problems.
 - Provide high-level consultation to the Mayor and Common Council, and on financial management issues. Prepare complex financial analysis and reports. Oversee the staffing of the Finance Committee and the Room Tax Commission.
 - Administer the Finance Department including approving payrolls, overseeing budget preparation and monitoring, functioning as Appointment Authority and performing other necessary administrative and supervisory tasks.
 - Demonstrate a commitment to the City's racial equity and social justice initiatives (RESJI). Participate in and help lead city-wide and agency efforts toward implementing RESJI principles.
 - Instill a culture of continuous learning and a commitment to ongoing initiatives involving performance excellence systems.
 - Demonstrate and promote organizational values, in everyday work, to further the mission and vision of the City of Madison.
 - Perform related work as required.
- C. The Director agrees to perform such functions and duties at a professional level of competence and efficiency. The Director shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules, and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule, or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms Madison General Ordinance §3.35 (the Ethics Code).
- D. The Director shall devote full time to the duties and responsibilities

provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Director's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Director is not compensated for such activities. Nothing herein limits the Director from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.

- E. The standard City workweek is 38.75 hours. However, the Director shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.
- F. The Director shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance, or express written consent of the City.
- G. The Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Director's salary shall be based on an annualized rate of \$211,079.41 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. This salary will remain at the top of the range/grade for this position if adjustments are made to the salary schedule due to the outcome of the Compensation Study. If any other executive is contracted for a salary in excess of the maximum of the appropriate range/grade for their position, the Finance Director salary will be increased by the same percentage above the maximum provided to any other executive, effective with the same pay period as the pay level is effective for the other executive(s). Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

- B. The Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:
1. The Director shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action throughout the duration of this agreement subject to paragraph II. (G) above.
 2. The Director shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Human Resources Director. Except as otherwise provided, the Finance Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. If the Director accrues a balance of more than five weeks from the preceding year(s), the Director may elect to convert up to twenty (20) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City. For each year of their contract, the Finance Director shall earn an additional five (5) days of vacation that is payable at the termination of this contract, for a total accrual of five years of 25 days. This vacation allotment shall accrue and will not be eligible for use or payout except when the contract is paid out.
 3. Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Director would have earned through the end of that year.

4. The Director shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as Director and in accordance with applicable Administrative Procedure Memoranda.
5. The Director shall be reimbursed for relevant professional association and/or licensure dues.
6. The Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. **This Agreement shall take effect on August 4, 2026 and shall expire on August 3, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply August 2, 2026.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Director's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.
- C. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities, and obligations shall end. However, the Director will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified.

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

V. PERSONNEL ACTIONS

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

VI. CITY OBLIGATIONS AND RIGHTS

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

VII. REOPENING THE AGREEMENT

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

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

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Director against and for any and all demands, claims, suits, actions, and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

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

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

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

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

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

XII. TERMINATION OF AGREEMENT

- A. The Director may elect to terminate this Agreement before the expiration of the contract period. If the Director provides less than forty-five (45) calendar days' notice in writing to the Mayor, the Director forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of

the Agreement. If the Director provides forty-five (45) calendar days' notice, or greater, in writing to the Mayor, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Director leaving during the contract period. These forfeiture provisions do not apply if the Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.

- B. The Director's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Director, the Director shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Director or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Finance Director or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Finance Director or reorganizes the Department to the extent that the position of Finance Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

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

XIV. AMENDMENT

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

XV. NO WAIVER

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

XVI. ENTIRE AGREEMENT

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

XVII. SEVERABILITY

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

XVIII. GOVERNING INTENT AND LAW

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

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

EMPLOYEE:

David Schmiedicke

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: 94053

File ID: 94053

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/15/2026

File Name: Submitting the appointment of Christine Knapp for confirmation of a five-year term as Water Utility General Manager.

Final Action:

Title: Submitting the appointment of Christine Knapp for confirmation of a five-year term as Water Utility General Manager.

Notes: Contract attachment will be added ASAP when ready.

Sponsors: Satya V. Rhodes-Conway

Effective Date:

Attachments: Knapp Final Contract Draft.pdf

Enactment Number:

Author: Erin Hillson, Director of Human Resources

Hearing Date:

Entered by: kklafka@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	07/15/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94053

Fiscal Note

As stated in the Employment Agreement between the City of Madison and Christine Knapp, the Water Utility General Manager salary will be based on an annualized rate of \$165,000. Funding for this position is available in Water Utility's 2026 Adopted Operating Budget.

Title

Submitting the appointment of Christine Knapp for confirmation of a five-year term as Water Utility General Manager.

Body

WHEREAS, the Mayor has appointed Christine Knapp to the position of Water Utility General

Manager and has recommended to the Common Council that their appointment be confirmed; and,

WHEREAS, the parties have reached an accord on the terms and conditions of an Employment Agreement between the City and Christine Knapp;

NOW THEREFORE, be resolved that Christine Knapp's appointment to the position of Water Utility General Manager is hereby confirmed, and the Mayor and the City Clerk's Office are authorized to execute an Employment Agreement between the City and Christine Knapp.

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
CHRISTINE KNAPP**

This Agreement made this August 4, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Christine Knapp, a natural person (hereafter, the "General Manager" or "Employee").

WITNESSETH;

WHEREAS, the City desires to hire the General Manager as an employee of the City of Madison to perform the services described herein on its sole behalf as the Water Utility General Manager, and

WHEREAS, the General Manager possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as the Water Utility General Manager, and

WHEREAS, the General Manager has been duly selected and has been confirmed for appointment to the position of Water Utility General Manager by the Common Council of the City of Madison on August 4, 2026, and

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

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

I. WATER UTILITY GENERAL MANAGER HIRED

Christine Knapp is hired as a non-civil service employee of the City, holding the position of Water Utility General Manager pursuant to the terms, conditions, and provisions of this Agreement. The General Manager 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 City of Madison Water Utility in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE WATER UTILITY GENERAL MANAGER

A. General Responsibilities:

The General Manager leads the work of the Madison Water Utility, and is ultimately responsible for the financial, technical, maintenance and repair, operational, developmental, public relations, and administrative functions of the Utility. This is responsible administrative, managerial, and professional work in directing the overall operations of the City of Madison's Water Utility. This position reports to the Water Utility Board and the Mayor, and works as a member of the Public Works team. The work involves the exercise of independent judgment and discretion in carrying out responsibilities under broad policies established by the Water Utility Board, the City Common Council, the State Public Service Commission, and the Wisconsin Department of Natural Resources.

B. Examples of Duties and Responsibilities:

Ensure the provision of an adequate and safe water supply for domestic, industrial, and fire protection purposes. Plan for prolonged drought, energy shortages, urban development, environmental influences, or other occurrences which may disrupt/affect water supply or water needs. Monitor and oversee ground water quality, water treatment operations, and quality of the distribution system.

Oversee the activities and operations of the Madison Water Utility and its staff. Meet with Utility Management Team and staff to discuss operational and administrative issues. Monitor activities; review suggestions, ideas, and potential improvements in operations; and develop, initiate, and implement policy and operational improvements.

Develop and implement rules, regulations, and administrative policies for all units.

Hire, direct, monitor, and evaluate a diverse staff of employees, both directly and through subordinates. Function as appointing authority, approve payrolls, and perform other necessary supervisory functions. Deal with employee grievances directly or through subordinate staff. Ensure effective communication within the utility. Oversee consistent use of the City's employee check-in tool.

Oversee budget preparation and monitoring. Prepare and present budget recommendations to the Water Utility Board, the Mayor and the Common Council. Oversee the preparation of rate change requests and other related reports and requests to the Public Service Commission and the Wisconsin

Department of Natural Resources.

Lead efforts to make the Madison Water Utility and the City of Madison more sustainable and equitable. Maintain and improve water conservation and efficiency programs in the community. Support all staff to be familiar with and participate in the City's racial equity and social justice initiative.

Maintain a focus on excellent customer service. Develop and improve programs to support low-income households and reduce the impact of rate increases.

Represent the Water Utility to the public, including presenting at a variety of City and public meetings, communicating with residents and the media, and ensuring that the utility has a robust communications plan.

Coordinate water works services, maintenance functions and other activities with other City agencies, governmental units, utilities, and private sector users. Initiate and defend rate reform, alternative financing methods, customer education, and customer service programs and activities. Function as part of the Public Works Management Team and collaborate with City agencies as appropriate.

Be familiar with national best practices of water utilities and how utilities are implementing a "one water" approach. Maintain awareness of advances in the technological and administrative activities of other utilities, especially water utilities. Encourage staff to maintain professional and technical expertise and skills.

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.

Ability to 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 General Manager agrees to perform such functions and duties at a professional level of competence and efficiency. The General Manager 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 General Manager 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 General Manager'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 General Manager is not compensated for such activities. Nothing herein limits the General Manager from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.
- E. The standard City workweek is 38.75 hours. However, the General Manager 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 General Manager 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 General Manager shall establish residence in the City of Madison within 18 months from appointment, and will continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the General Manager agrees to waive any right to challenge this residency requirement, by court action or otherwise. The general manager is entitled to up to \$12,000 in relocation reimbursement in accordance with City policy.

III. COMPENSATION AND BENEFITS

- A. The General Manager's salary shall be based on an annualized rate of \$165,000 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 General Manager shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The General Manager 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 General Manager 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 above.
 - 2. The General Manager shall be entitled to twenty-five (25) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Human Resources Director. Except as otherwise provided, the General Manager shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the General Manager's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The General Manager 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 General Manager shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
 - 3. Sick Leave: If the General Manager leaves the position before the end of the contract period, the General Manager 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 General Manager shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the General

Manager terminated City employment during the contract period. If the City terminates the General Manager's contract before the end of the contract period or the General Manager leaves the position at the end of the contract period or the General Manager retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the General Manager would have earned through the end of that year.

4. The General Manager shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as General Manager and in accordance with applicable Administrative Procedure Memoranda.
5. The General Manager shall be reimbursed for relevant professional association and/or licensure dues.
6. The General Manager shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. **This Agreement shall take effect on August 4, 2026, and shall expire on August 3, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply August 30, 2026.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the General Manager. The Mayor shall notify the General Manager of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the General Manager shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the General Manager's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.
- C. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the General Manager. In such event, the Mayor shall notify the General Manager of the intent not to renew the contract at least ninety

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

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

V. PERSONNEL ACTIONS

For a period of twelve (12) months from the effective date of this Agreement, the General Manager shall serve a probationary period. During the probationary period, the General Manager serves at the pleasure of the Mayor and Director of Public Works and may be removed at will by the Mayor. The Mayor will give the General Manager four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the General Manager be removed as otherwise provided herein.

The General Manager is subject to the Mayor and Director of Public Works' supervision and is, during the term of this Agreement, subject to the Mayor and Director of Public Works' authority to impose discipline on or to discharge the General Manager as is provided in Sec. 9 of the City of Madison Personnel Rules, or as may be renumbered or amended hereafter. The General Manager shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of

suspension or discharge.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies, and space that it deems reasonable, in its sole discretion, for the conduct of the work of the General Manager. The City retains the sole right to determine the organizational structure and overall functioning of the City of Madison Water Utility.

VII. REOPENING THE AGREEMENT

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

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

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the General Manager against and for any and all demands, claims, suits, actions, and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

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

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data, and the like which the General

Manager prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The General Manager will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

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

XII. TERMINATION OF AGREEMENT

- A. The General Manager may elect to terminate this Agreement before the expiration of the contract period. If the General Manager provides less than forty-five (45) calendar days' notice in writing to the Mayor, the General Manager forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the General Manager 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 General Manager leaving during the contract period. These forfeiture provisions do not apply if the General Manager retires from this position and qualifies for benefits under the Wisconsin Retirement System.
- B. The General Manager's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the General Manager, the General Manager shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the General Manager or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Water Utility General Manager or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Water Utility General Manager or reorganizes the Department to the extent that

the position of Water Utility General Manager is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

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

XIV. AMENDMENT

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

XV. NO WAIVER

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

XVI. ENTIRE AGREEMENT

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

XVII. SEVERABILITY

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

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the

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

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

EMPLOYEE:

Christine Knapp

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: 93925

File ID: 93925

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/08/2026

File Name: Submitting the appointment of Charles J. Romines for confirmation of a five-year term as Director of Public Works.

Final Action:

Title: Submitting the appointment of Charles J. Romines for confirmation of a five-year term as Director of Public Works.

Notes:

Sponsors: Satya V. Rhodes-Conway

Effective Date:

Attachments: Romines Draft Contract.pdf

Enactment Number:

Author: Erin Hillson, Director of Human Resources

Hearing Date:

Entered by: kklafka@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	07/08/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93925

Fiscal Note

The proposed resolution authorizes the appointment of Charles J. Romines as Director of Public Works for a 5-year term, effective September 8, 2026. This position was created via Legistar File 92726 (ORD-26-00026). As stated in the draft Employment Agreement between the City of Madison and Charles J. Romines, the Director's salary will be based on an annualized rate of \$208,600. The new compensation rate will cost approximately \$1,600 in 2026. The cost will be absorbed within the Public Works agencies 2026 adopted budgets. The annual cost is approximately \$5,700. No additional appropriation is required with approval of this appointment.

Title

Submitting the appointment of Charles J. Romines for confirmation of a five-year term as Director of Public Works.

Body

WHEREAS, the Mayor has appointed Charles J. Romines to the position of Director of Public Works has recommended to the Common Council that their appointment be confirmed; and,

WHEREAS, the parties have reached an accord on the terms and conditions of an Employment Agreement between the City and Charles J. Romines;

NOW THEREFORE, be resolved that Charles J. Romines's appointment to the position of Director of Public Works is hereby confirmed, and the Mayor and the City Clerk's Office are authorized to execute an Employment Agreement between the City and Charles J. Romines.

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
CHARLES J. ROMINES**

This Agreement made this September 8, 2026, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and Charles Romines (hereafter, the "Director" or "Employee").

WITNESSETH;

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

WHEREAS, the Director possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as the Director of Public Works; and

WHEREAS, the Director has been duly selected and has been confirmed for appointment to the position of Director of Public Works by the Common Council of the City of Madison on September 8, 2026; and

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

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

I. DIRECTOR OF PUBLIC WORKS HIRED

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

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TITLE

A. General Responsibilities:

This is professional executive management and administrative work involving primary responsibility for the Department of Public Works (including the Divisions of: Streets, Parks, Engineering, Fleet Service, and Water Utility). This position reports directly to the Mayor and is part of the Mayor's Management Team. The work involves performing departmental administrative, budget, and strategic oversight, advising the Mayor on public works issues and programs, and serving as a member of numerous other City committees and projects. The work is characterized by the exercise of independent managerial direction within broad City policy guidelines.

B. Examples of Duties and Responsibilities:

Review, monitor, and coordinate operations and infrastructure maintenance activities across all Public Works agencies with a focus on sustainability and coordination of resources across the Department to the greatest extent possible. Ensure plans are developed, understood, and executed by subordinate staff for weather-related and other emergency situations that occur.

Play a key role in logistics for citywide emergency management within City Incident Command System, as needed.

Review, monitor, and coordinate the development of operating and capital budgets for the Public Works divisions and the Department as a whole. Prepare and present a variety of operational and budgetary reports and recommendations.

Develop, monitor, and manage Department/Division strategic planning, work planning, project planning, goal setting, resource utilization, and organizational performance management.

Chair and direct staff meetings involving Division Heads and others. Respond and address internal issues between Divisions and external issues with other City and non-City agencies, and the general public.

Promote a positive work culture that values continuous learning and is committed to the City's mission and vision, including a commitment to ongoing initiatives involving performance excellence systems.

Advise the Board of Public Works and other boards and committees as needed on various public works issues.

Engage with the public, including elected officials, including but not limited to serving on and/or providing leadership to a wide variety of committees, commissions, task forces, project teams, etc., related to the public works area and as assigned by the Mayor.

Evaluate, control, and administer the Public Works construction programs adopted by the Common Council.

Evaluate current work methods, procedures, and policies within the department. Set service level expectations, goals, and priorities. Bring forth new methods or strategies for improvement or to resolve issues.

Provide leadership and guidance to the Department on issues of equity in the workplace and in service provision.

Act as advisor to the Mayor and other Department and Division Heads on areas of expertise and in regard to assigned projects.

Direct, evaluate, mentor, and recruit Division/Department leadership staff. Collaborate, develop, and implement workforce development plans aimed at ensuring a talented, skilled, and diverse workforce. Support Division leadership in addressing personnel matters. Develop and deploy initiatives and structural changes to increase organizational efficiency and improve customer service. Identify and anticipate future needs and opportunities, and other related operational and administrative matters.

Participate in and/or lead various projects, as assigned.

Perform related work as required.

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

- D. The Director shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Director's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Director is not compensated for such activities. Nothing herein limits the Director from performing outside services for compensation provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.
- E. The standard City workweek is 38.75 hours. However, the Director shall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.
- F. The Director shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance, or express written consent of the City.
- G. The Director shall continue to reside within the City of Madison for the duration of this contract. As a condition of accepting this contract, the Director agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

- A. The Director's salary shall be based on an annualized rate of \$208,600 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Director shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Director shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:
 - 1. The Director shall receive the same benefits as all other non-represented professional employees in Compensation Group 18 as

may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda, or other official City action throughout the duration of this agreement subject to paragraph II. (G) above.

2. The Director shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Human Resources Director. At the start of this contract, the Director of Public Works will retain all currently held vacation without proration, and will have new a new annual allotment added. This allotment will be provided annually on September 8 of each year. Except as otherwise provided, the Director shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Director's retirement, when qualified for receipt of Wisconsin Retirement System (WRS) benefits. The Director may elect to convert up to twenty (20) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Director shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.
3. Sick Leave: If the Director leaves the position before the end of the contract period, the Director shall be entitled to payment in full (100%) of any earned but unused sick leave accumulated during each of the fully completed contract period(s). The Director shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Director terminated City employment during the contract period. If the City terminates the Director's contract before the end of the contract period or the Director leaves the position at the end of the contract period or the Director retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Director would have earned through the end of that year.
4. The Director shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as Director and in accordance with applicable Administrative Procedure Memoranda.
5. The Director shall be reimbursed for relevant professional association and/or licensure dues.

6. The Director shall continue to have an assigned vehicle pursuant to the responsibilities of the Director of Public Work and in accordance with all related policies.
7. The Director shall be eligible for smart phone with data plan reimbursement up to seventy-five (75) dollars per month for City usage.

IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL

- A. **This Agreement shall take effect on September 8, 2026, and shall expire on September 7, 2031, unless terminated sooner as provided herein. All salary and benefit changes shall apply the pay period following September 8, 2026.**
- B. The Mayor, in their sole discretion, may offer renewal of this Agreement to the Director. The Mayor shall notify the Director of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Director shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Director's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.
- C. The Mayor, in their sole discretion, may elect not to offer renewal of this Agreement to the Director. In such event, the Mayor shall notify the Director of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities, and obligations shall end. However, the Director will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Director is qualified.
- D. In the event of non-renewal of this Agreement, under either this or Paragraph C above, the Mayor may, in their sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of

this Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Director of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Director the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Director's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

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

VI. CITY OBLIGATIONS AND RIGHTS

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

VII. REOPENING THE AGREEMENT

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

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

not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Director against and for any and all demands, claims, suits, actions, and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. STATEMENT OF ECONOMIC INTERESTS

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

X. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

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

XI. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

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

XII. TERMINATION OF AGREEMENT

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

Director retires from this position and qualifies for benefits under the Wisconsin Retirement System.

- B. The Director's discharge (as provided for in section 9 of the City of Madison Personnel Rules) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Director, the Director shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of an alleged breach of a material provision of this Agreement by either party, the concerned party shall notify the other party in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Director or the City may pursue contract remedies.
- C. The City retains the right, in its sole discretion, to abolish the position of Director of Public Works or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Director of Public Works or reorganizes the Department to the extent that the position of Director is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). In such case, all benefits provided in renewal or non-renewal of the agreement apply.

XIII. NO ASSIGNMENT OR SUBCONTRACT

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

XIV. AMENDMENT

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

XV. NO WAIVER

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

thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

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

XVII. SEVERABILITY

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

XVIII. GOVERNING INTENT AND LAW

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

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

EMPLOYEE:

Charles J. Romines

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: 93643

File ID: 93643

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: Finance
Department

File Created Date : 06/17/2026

File Name:

Final Action:

Title: Authorization to Enter a Sole Source Intergovernmental Agreement with the University of Wisconsin Population Health Service Fellows Program (2026 C RES-001)

Notes: 2026-2028 UW Pop Health Fellow Agreement

Sponsors: Joann Pritchett

Effective Date:

Attachments: 93643__Approved Non-Competitive Selection
Request

Enactment Number:

Author: Adrienne Bonow & Sarah Dobbins

Hearing Date:

Entered by: PHBOHSupport@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Health Department	06/17/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/26/26), Board of Health Madison and Dane County (7/8/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Board of Health Madison and Dane County.						
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF HEALTH FOR MADISON AND DANE COUNTY		07/17/2026	
	Action Text: This Resolution was Referred to the BOARD OF HEALTH FOR MADISON AND DANE COUNTY						
1	BOARD OF HEALTH FOR MADISON AND DANE COUNTY	07/17/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Lewis, seconded by King, to Return to Lead with the Recommendation for Approval to the Finance Committee. The motion passed by voice vote/other, 6-0.						

Text of Legislative File 93643

Fiscal Note

The proposed resolution authorizes an agreement with the University of Wisconsin Population Health Institute to fund a Population Health Service Fellow within Public Health Madison & Dane County (PHMDC). The total cost to PHMDC is \$80,000 over the period July 1, 2026 to June 30, 2028. It is anticipated that costs associated with the fellow in 2026 will be accommodated within PHMDC's existing budget authority. Costs occurring in 2027 to 2028 will be included in future budget requests. Up to \$60,000 of the total cost will be supported by grant funds with the remainder being a joint cost between the City and County. PHMDC joint costs are shared by the City of Madison and Dane County according to equalized value as defined within the Public Health Intragovernmental Agreement.

Title

Authorization to Enter a Sole Source Intergovernmental Agreement with the University of Wisconsin Population Health Service Fellows Program (2026 C RES-001)

Body

WHEREAS, Public Health Madison & Dane County (Public Health) seeks authorization to enter a sole source intergovernmental agreement with the Board of Regents of the University of Wisconsin System on behalf of the Population Health Institute at the University of Wisconsin-Madison School of Medicine and Public Health and engage a Population Health Service Fellow to support the continued development of the public health workforce and advance departmental priorities. A Population Health Service Fellow is an individual who has completed a post-graduate degree and is prepared to provide high-level service to the department while pursuing additional skill development within public health. This is a two-year postgraduate appointment administered through the University of Wisconsin. Hosting a fellow aligns with Public Health's educational mission and accreditation requirements to develop the future public health workforce. Public Health has hosted Population Health Service Fellows in prior biennia and has found the experience to be beneficial both for the department and for the fellows; and

WHEREAS, External funding for Population Health Service Fellows is limited. However, Public Health has budgeted capacity to support one full-time Fellow for the period of July 1, 2026 through June 30, 2028. To continue hosting a fellow, Public Health would reimburse the UW Population Health Institute for the associated expenses (salary and fringe benefits) at a total cost of \$80,000 for the two (2) year agreement. The total cost to the department from July 1, 2026 through June 30, 2027 will be \$50,000 which is available within the contracted services budget, including funds designated to support the development and implementation of the Community Health Improvement Plan. The total cost for the department from July 1, 2027 through June 30, 2028 will be \$30,000. Public Health will continue to budget for this role in the 2027 and 2028 budget cycle(s). Population Health Service Fellows do not replace any existing staff activities or personnel; and

WHEREAS, The Board of Health for Madison and Dane County is authorized to approve new intergovernmental agreements for program services per Board of Health for Madison and Dane County Resolution #2008-03.

NOW, THEREFORE BE IT RESOLVED, that the Board of Health for Madison and Dane County, on behalf of Public Health Madison & Dane County, authorizes the Director of Public Health, or their designee, to enter into and sign an agreement with The Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison, UW Population Health Institute, for the period of July 1, 2026 through June 30, 2028 to fund one

(1.0 FTE) Population Health Service Fellow at a total cost of \$80,000 (\$50,000 from 2026-2027, plus \$30,000 from 2027-2028).



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
6100 PUBLIC HEALTH MADISON DANE

Major
546** Consulting/Professional Services

Agency
Public Health Madison & Dane County

Total Purchase Amount
\$ 80,000.00

Vendor Name
University of Wisconsin-Madison - UW Population Health Institute (Sciences Department)

Product/Service Description

The University of Wisconsin Population Health Institute Service Fellowships is a two-year service and training program designed for early-career public health professionals. Fellows are placed across Wisconsin where they work on pressing public health challenges while gaining hands on experience in public health practice. PHMDC is a placement site for the fellowship. The fellow is placed on the Maternal Child Health team and works on projects and initiatives to advance maternal and child health in Dane County.

Exception Criteria

2. The services or goods required are available from only one person or firm (i.e., true sole source).

Reason For Request

A competitive selection process is not feasible for this service because the Population Health Services Fellowship is a highly specialized and established program that uniquely combines workforce development, population health training, academic mentorship, and embedded public health practice. The fellowship is administered through the University of Wisconsin Population Health Institute and is specifically designed to place trained fellows within governmental organizations to advance health initiatives while simultaneously developing the next generation of public health leaders.

UW is the only feasible provider because it is the sole administrator and operator of the Population Health Services Fellowship program. The university has the institutional capacity, faculty expertise, accreditation, and established statewide partnerships necessary to recruit, train, supervise, and support fellows working in complex public health systems. In addition, the fellowship model is intentionally tied to the university's academic and population health infrastructure, including access to research-informed methodologies, evaluation support, and interdisciplinary collaboration opportunities.

Requestor

Bonow, Adrienne Dobbins, Sarah

Comments

The City of Madison has paid the University of Wisconsin millions of dollars since 2015. There isn't a good way to filter the thousands of invoices down to subtotal by selection type; however, services rendered by a university are exempt from competitive selection requirements.



City of Madison

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

Master

File Number: 94052

File ID: 94052

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/15/2026

File Name: Authorizing a noncompetitive contract with Arch Solar C&I to remove hail damaged solar modules and install new modules at the Madison Public Market.

Final Action:

Title: Authorizing a noncompetitive contract with Arch Solar C&I to remove hail damaged solar modules and install new modules at the Madison Public Market (District 12)

Notes: William McMahon

Sponsors: Satya V. Rhodes-Conway And Julia Matthews

Effective Date:

Attachments:

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	07/15/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94052

Fiscal Note

The proposed resolution authorizes the Mayor and City Clerk to enter into a noncompetitive contract for Purchase of Services with Arch Solar C&I to remove hail damaged solar modules and install new modules at the Madison Public Market at 202 N First St at an estimated cost of \$107,532. Funding for the contract is available in the 2026 Adopted Engineering Capital Budget in the Energy Improvements Program (Munis #16368). It is anticipated that an insurance reimbursement will cover the cost of this contract and the budget will be amended in a future resolution to reflect the insurance reimbursement. At this time, no additional appropriation is required.

Title

Authorizing a noncompetitive contract with Arch Solar C&I to remove hail damaged solar modules and install new modules at the Madison Public Market (District 12)

Body

WHEREAS, in 2023, City Engineering advertised and received bids for a public works contract (8595) for the construction of the Madison Public Market in accordance with WI State Statue 66.0901; and

WHEREAS, the construction project included an alternate (No. 3) to provide a photovoltaic array and all related work that was accepted and awarded with the construction contract; and

WHEREAS, Arch Solar C&I was the subcontractor responsible for installation of the photovoltaic array for the public works contract; and

WHEREAS, Arch Solar C&I completed the installation of the photovoltaic array and the system was given permission to operate from the electrical utility on June 9, 2025; and

WHEREAS, the public works contract specifications for the photovoltaic array included a two year workmanship warranty; and

WHEREAS, 315 of the photovoltaic array's modules were damaged by hail on April 14, 2026; and

WHEREAS, the damaged modules need to be removed and new modules need to be installed; and

WHEREAS, this will require a contractor that is familiar with the existing photovoltaic array and that will maintain the array's workmanship warranty; and

WHEREAS, Arch Solar C&I installed the original photovoltaic array and can do this work at the price of \$107,532.00; and

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

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

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a professional services contract not to exceed \$107,532.00 with Arch Solar C&I for the above described services.



City of Madison

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

Master

File Number: 93982

File ID: 93982

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: A RESOLUTION Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and 3).

Final Action:

Title: Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and District 3).

Notes:

Sponsors: Derek Field And Regina M. Vidaver

Effective Date:

Attachments: Attachment 1 - Memo.pdf, Attachment 2 - Non-Competitive Selection Request - Strand Associates, Inc..pdf, Resolution - Authorizing a Non-competitive Contract with Strand Associates, Inc..pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Water Utility Board.						
1	FINANCE COMMITTEE	07/21/2026	Referred	WATER UTILITY BOARD			
	Action Text: This Resolution was Referred to the WATER UTILITY BOARD						

Text of Legislative File 93982

Fiscal Note

The proposed resolution authorizes a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project at a total estimated cost not to exceed \$112,000. Funding is available in the Madison Water Utility's 2026 Adopted Operating Budget. No additional appropriation is required.

Title

Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and District 3).

Body

WHEREAS, Madison Water Utility (MWU) owns and maintains multiple water storage reservoirs throughout its distribution system. These facilities require periodic maintenance, inspections, and recoatings to preserve their condition, extend their useful life, and maintain reliable water system operations; and

WHEREAS, Reservoir 126 (910 South High Point Road) is scheduled for recoating and maintenance work as part of MWU's ongoing reservoir maintenance program; and

WHEREAS, Reservoir 225 (435 Milky Way) has similarly approached the typical milestones for recoating and maintenance and was previously included in the 2026 reservoir recoating and maintenance plans; and

WHEREAS, Strand Associates, Inc. (Strand) was competitively selected as the consulting engineer to complete design work for Reservoir 225 in 2025; however, MWU ultimately elected not to award the Reservoir 225 scope of work as the alternate bid scope; and

WHEREAS, MWU now intends to move forward with a new reservoir recoating and maintenance project for 2027 construction, with planning and design to begin in 2026. The project is anticipated to include Reservoir 126 as the base bid, and Reservoir 225 again as an alternate bid based on the overall facility needs from the respective reservoir inspections; and

WHEREAS, Strand has submitted a proposal to provide professional engineering services for the project. The proposed scope includes preliminary design, final design documents, WDNR permitting, bidding-related services, construction administration, part-time construction observation, substantial completion walkthroughs, project closeout, and WDNR tank inspection reports for both reservoirs; and

WHEREAS, continuing to use Strand is in the best interest of MWU because this is a similar and continuing project from work that they have already completed for Reservoir 225. Strand is already familiar with the project background, design approach, and bidding documents, and their continued involvement will provide consistency between the Reservoir 126 base bid documents, and the Reservoir 225 alternate bid documents which Strand has already prepared; and

WHEREAS, professional design continuity is economical to MWU on the basis of time and money. Selecting a new consultant would require that firm to review, recreate, and redesign much of the prior Reservoir 225 documents, resulting in unnecessary duplication of effort, additional cost, and potential schedule delays; and

Whereas, under MGO 4.26(4), service contracts of \$50,000 or more that are not competitively

selected must meet one of the exceptions listed in MGO 4.26(4)(a) and must be approved by the Common Council; and

WHEREAS, the proposed contract meets the exception in MGO 4.26(4)(a)7. for the use of a consultant who has provided services to the City on a similar or continuing project in the recent past, and where it would be economical to the City on the basis of time and money to retain that same consultant; and

WHEREAS, **for the reasons stated in the attached Noncompetitive Selection Request Form**, the proposed contract with Strand Associates, Inc. meets the exception in MGO 4.26(4)(a)7., which allows a noncompetitive contract when a particular consultant has provided services to the City on a similar or continuing project in the recent past, and it would be economical to the City on the basis of time and money to retain the same consultant;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a professional services contract with Strand Associates, Inc., for engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project, at a cost not to exceed \$112,000.

BE IT FURTHER RESOLVED, that contract amendments that do not exceed Madison Water Utility's approved operating budget or the scope of the design and construction of the Reservoirs 126 and 225 Recoating and Maintenance project as authorized by the Common Council may be executed by the Water Utility General Manager and City Finance Director and/or designee, and counter executed by Strand Associates, Inc. in a form approved by the City Attorney.



MEMORANDUM

Date: July 21, 2026

To: Mayor Satya Rhodes-Conway
City of Madison Common Council
Finance Committee
Water Utility Board

From: Pete Holmgren, PE – Chief Engineer
January Vang – Interim General Manager

Subject: Authorizing a non-competitive service contract with Strand Associates, Inc. for professional engineering services related to the Reservoirs 126 and 225 Painting project

RECOMMENDATION:

Staff recommend authorizing a non-competitive service contract with Strand Associates, Inc. (Strand) for professional engineering services related to the recoating and maintenance of Reservoirs 126 and 225.

BACKGROUND:

Madison Water Utility (MWU) owns and maintains multiple water storage reservoirs throughout its distribution system. These facilities require periodic maintenance, inspection, and recoating to preserve their condition, extend their useful life, and maintain reliable water system operations.

Reservoir 126 (910 South High Point Road) is scheduled for recoating and maintenance work as part of MWU's ongoing reservoir maintenance program – findings that the Department of Natural Resources agrees with in their recent MWU Sanitary Survey inspection and report. Reservoir 225 (435 Milky Way) has similarly approached the typical milestones for recoating and maintenance; it was previously included in the 2026 reservoir recoating and maintenance plans, albeit as an alternate bid item alongside Reservoir 20 (2829 Prairie Road), which is currently undergoing said recoating and maintenance. Strand was competitively selected as the consulting engineer to complete design work for Reservoirs 20 and 225 in 2025 as part of that project; however, MWU ultimately elected not to award the Reservoir 225 scope of work as the alternate bid scope.

MWU now intends to move forward with a new reservoir recoating and maintenance project for 2027 construction, with planning and design to begin in 2026. The project is anticipated to include Reservoir 126 as the base bid, and Reservoir 225 again as an alternate bid based on the overall facility needs from the respective reservoir inspections. This approach allows MWU to proceed with the highest priority work at Reservoir 126, while preserving the option to complete work at Reservoir 225 if bids and available funding allow.



Strand has submitted a proposal to provide professional engineering services for the project. The proposed scope includes preliminary design, final design documents, WDNR permitting, bidding-related services, construction administration, part-time construction observation, substantial completion walkthroughs, project closeout, and WDNR tank inspection reports for both reservoirs.

BASIS FOR NON-COMPETITIVE SELECTION:

Continuing to use Strand is in the best interest of MWU because this is a similar and continuing project from work that they have already completed for Reservoir 225. Strand is already familiar with the project background, design approach, and bidding documents, and their continued involvement will provide consistency between the Reservoir 126 base bid documents, and the Reservoir 225 alternate bid documents which Strand has already prepared.

Professional design continuity is economical to MWU on the basis of time and money. Selecting a new consultant would require that firm to review, recreate, and redesign much of the prior Reservoir 225 documents, resulting in unnecessary duplication of effort, additional cost, and potential schedule delays. Other design professional firms will not certify another such firm's documents in a situation like this and instead would essentially be re-designing these documents from scratch again. That scenario introduces significant inefficiencies to the City for the project timeline and expenses, on top of rendering nearly all past work a sunk cost.

The proposed contract meets the exception in MGO 4.26(4)(a)7. for the use of a consultant who has provided services to the City on a similar or continuing project in the recent past, and where it would be economical to the City on the basis of time and money to retain that same consultant.

FISCAL IMPACTS:

The proposed professional services contract with Strand will be written to not exceed \$112,000. Funding for this work is available in MWU's current (2026) operating budget.

LEGISLATIVE PATH:

1. 7/21/2026 Common Council (Introduction)
2. 7/27/2026 Finance Committee
3. 7/28/2026 Water Board
4. 8/4/2026 Common Council (Final Action)

ATTACHMENTS:

1. Memo (this document)
2. Noncompetitive Selection Request Form



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
2100 WATER UTILITY

Major
546** Consulting/Professional Services

Agency
Water Utility

Total Purchase Amount
\$ 112,000.00

Vendor Name
Strand Associates, Inc.

Product/Service Description

Professional engineering services for Reservoirs 126 and 225 Painting project
- Preliminary and final design documents
- WDNR construction permit application
- Bidding support and bid review
- Construction administration and construction observation
- Project closeout and WDNR tank inspection reports

Exception Criteria

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

Reason For Request

This request is a continuation of prior design and analysis work completed by Strand Associates for Reservoir 225 in 2025 as part of the 2026 reservoir maintenance project. Reservoir 225 was included as an alternate bid item and was not awarded for construction at that time. The current project will include Reservoir 126 as the base bid and Reservoir 225 as an alternate bid, with the intent to complete design, bidding, and construction-related services for a 2027 construction project. Strand has already completed

project-specific design work for Reservoir 225 and is familiar with the existing project background, design approach, and bidding documents. Having Strand continue with the design for Reservoir 126 and update/assist with Reservoir 225 will provide consistency between the two reservoirs, avoid unnecessary duplication of work, and create bidding efficiencies for prospective contractors. Other design professional firms will not certify another's work in a situation like this and instead would essentially be re-designing any Reservoir 225 plans and specifications from scratch again. That scenario introduces inefficiencies to the City for the project timeline and expenses, on top of rendering nearly all past work a sunk cost.

Requestor

Mendez, Nathan G Holmgren, Peter

Comments

The City of Madison has paid Strand Associates, Inc. a total of \$5,246,023 since 2015. Of that amount, \$4,976,468 was Competitively selected, \$137,704 was Non-Competitively selected, and the remaining \$131,851 was made up of small purchases each under the threshold requiring competitive selection.



City of Madison

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

Master

File Number: 93982

File ID: 93982

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: A RESOLUTION Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and 3).

Final Action:

Title: Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and District 3).

Notes:

Sponsors: Derek Field And Regina M. Vidaver

Effective Date:

Attachments: Attachment 1 - Memo.pdf, Attachment 2 - Non-Competitive Selection Request - Strand Associates, Inc..pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Water Utility Board.						
1	FINANCE COMMITTEE	07/21/2026	Referred	WATER UTILITY BOARD			
	Action Text: This Resolution was Referred to the WATER UTILITY BOARD						

Text of Legislative File 93982

Fiscal Note

The proposed resolution authorizes a noncompetitive contract with Strand Associates, Inc., for

professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project at a total estimated cost not to exceed \$112,000. Funding is available in the Madison Water Utility's 2026 Adopted Operating Budget. No additional appropriation is required.

Title

Authorizing a noncompetitive contract with Strand Associates, Inc., for professional engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project (Districts 1 and District 3).

Body

WHEREAS, Madison Water Utility (MWU) owns and maintains multiple water storage reservoirs throughout its distribution system. These facilities require periodic maintenance, inspections, and recoatings to preserve their condition, extend their useful life, and maintain reliable water system operations; and

WHEREAS, Reservoir 126 (910 South High Point Road) is scheduled for recoating and maintenance work as part of MWU's ongoing reservoir maintenance program; and

WHEREAS, Reservoir 225 (435 Milky Way) has similarly approached the typical milestones for recoating and maintenance and was previously included in the 2026 reservoir recoating and maintenance plans; and

WHEREAS, Strand Associates, Inc. (Strand) was competitively selected as the consulting engineer to complete design work for Reservoir 225 in 2025; however, MWU ultimately elected not to award the Reservoir 225 scope of work as the alternate bid scope; and

WHEREAS, MWU now intends to move forward with a new reservoir recoating and maintenance project for 2027 construction, with planning and design to begin in 2026. The project is anticipated to include Reservoir 126 as the base bid, and Reservoir 225 again as an alternate bid based on the overall facility needs from the respective reservoir inspections; and

WHEREAS, Strand has submitted a proposal to provide professional engineering services for the project. The proposed scope includes preliminary design, final design documents, WDNR permitting, bidding-related services, construction administration, part-time construction observation, substantial completion walkthroughs, project closeout, and WDNR tank inspection reports for both reservoirs; and

WHEREAS, continuing to use Strand is in the best interest of MWU because this is a similar and continuing project from work that they have already completed for Reservoir 225. Strand is already familiar with the project background, design approach, and bidding documents, and their continued involvement will provide consistency between the Reservoir 126 base bid documents, and the Reservoir 225 alternate bid documents which Strand has already prepared; and

WHEREAS, professional design continuity is economical to MWU on the basis of time and money. Selecting a new consultant would require that firm to review, recreate, and redesign much of the prior Reservoir 225 documents, resulting in unnecessary duplication of effort, additional cost, and potential schedule delays; and

Whereas, under MGO 4.26(4), service contracts of \$50,000 or more that are not competitively selected must meet one of the exceptions listed in MGO 4.26(4)(a) and must be approved by the Common Council; and

WHEREAS, the proposed contract meets the exception in MGO 4.26(4)(a)7. for the use of a consultant who has provided services to the City on a similar or continuing project in the recent past, and where it would be economical to the City on the basis of time and money to retain that same consultant; and

WHEREAS, **for the reasons stated in the attached Noncompetitive Selection Request Form**, the proposed contract with Strand Associates, Inc. meets the exception in MGO 4.26(4)(a)7., which allows a noncompetitive contract when a particular consultant has provided services to the City on a similar or continuing project in the recent past, and it would be economical to the City on the basis of time and money to retain the same consultant;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a professional services contract with Strand Associates, Inc., for engineering services for the Reservoirs 126 and 225 Recoating and Maintenance project, at a cost not to exceed \$112,000.

BE IT FURTHER RESOLVED, that contract amendments that do not exceed Madison Water Utility's approved operating budget or the scope of the design and construction of the Reservoirs 126 and 225 Recoating and Maintenance project as authorized by the Common Council may be executed by the Water Utility General Manager and City Finance Director and/or designee, and counter executed by Strand Associates, Inc. in a form approved by the City Attorney.



City of Madison

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

Master

File Number: 94044

File ID: 94044

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: Approving the design of a site-specific public artwork for the South Point Public Works Facility (402 S Point Road) and authorizing the Mayor and City Clerk to enter into a competitively selected agreement with The Milligan Studio, LLC.

Final Action:

Title: Approving the design of a site-specific public artwork for the South Point Public Works Facility (402 S Point Road) and authorizing the Mayor and City Clerk to enter into a competitively selected agreement with The Milligan Studio, LLC. for fabrication, delivery, and installation. (District 1)

Notes:

Sponsors: Ellen Zhang And John W. Duncan

Effective Date:

Attachments: The Miligan Studio Sky Plow - South Point Public Works Facility.pdf

Enactment Number:

Author: Karin Wolf

Hearing Date:

Entered by: kwolf@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94044

Fiscal Note

The proposed resolution approves the fabrication, installation, and delivery of the South Point Public Works Facility Percent for Art Project at 402 S Point Rd. Funding for public art is calculated as an additional 1% of the eligible project budget as called for in the Percent for Art ordinance (MGO 4.30). Construction estimates in the schematic design phase were approximately \$43.8 million; an additional 1% for art was calculated to be \$437,991. The

proposed agreement with The Milligan Studio, LLC for the artwork authorizes the use of up to \$337,920 of the Percent for Art allocation.

The 2026 Adopted Capital Budget included \$43.7 million for the Far West Facility project (Munis project 13016) supported by \$41.7 million in General Fund GO Borrowing and \$2.0 million in Federal Sources. The Percent for Art project is supported by the GO borrowing. No additional City appropriation is required with approval of the proposed resolution.

Title

Approving the design of a site-specific public artwork for the South Point Public Works Facility (402 S Point Road) and authorizing the Mayor and City Clerk to enter into a competitively selected agreement with The Milligan Studio, LLC. for fabrication, delivery, and installation. (District 1)

Body

WHEREAS, on January 7, 2025, the City issued a Request for Proposals (RFP) for the new South Point Public Works Facility for consulting and design services with a single Architectural/Engineer (A/E) design firm and multiple sub-consultants as indicated in the supporting exhibits for all design phases, bidding phase, construction administration phase, and warranty administration phase; and

WHEREAS, the new facility, now being called the South Point Public Works Facility, will provide a location on the far west side of Madison for fleet vehicle parking and maintenance service bays for waste and recycling vehicles, snow removal equipment, forestry vehicles, other Streets Division related equipment and personnel space, and a portion of Parks Division and Fleet Division operations and personnel; and

WHEREAS, the RFP explained that the winning A/E would be required to include an artist on the design team from initial planning through final design and construction and warranty phases, and that the artist would help identify public areas where art could be incorporated into the site as architectural features or as permanent public art installations; and

WHEREAS, Purchasing led a selection process to review the proposals to the RFP and the committee chose Sketchworks Architecture, LLC with The Milligan Studio, LLC, as part of their design team to receive the contract; and

WHEREAS, on June 3, 2025, the Common Council approved RES-25-00341, File # 87864 Authorizing the Mayor and City Clerk to enter a 4-year, competitively selected service contract with Sketchworks Architecture, LLC for professional architectural and engineering design consulting services; and

WHEREAS, The Milligan Studio was tasked with designing public art components that would be integrated into the project, visually accessible to the public; and

WHEREAS, The Milligan Studio engaged stakeholders to understand what the people wanted to see in the finished artwork including hosting their own community gathering on August 21, 2025, and attending the Streets Division-Sycamore Staff Picnic on August 22, 2025, among other research, including consideration of responses to a community survey put forth by arts staff; and

WHEREAS, The Milligan Studio presented their initial designs to the Madison Arts Commission on Wednesday, October 15, 2025, and received input from the commissioners; and

WHEREAS, on March 17, 2026, the Madison Arts Commission approved the modified

proposed designs for “Sky Plow” by The Milligan Studio, LLC for the South Point Public Works Facility; and

WHEREAS, the design phase is now complete, staff would like to execute an agreement for fabrication, delivery, and installation directly with The Milligan Studio, LLC.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby approves the proposal for “Sky/Plow” as the site-specific public artwork as the South Point Public Works Facility Percent for Art Project, and

BE IT FINALLY RESOLVED that the Mayor and City Clerk are authorized to execute an agreement with The Milligan Studio, LLC for up to \$337,920 for all costs associated with fabrication, installation and delivery of the proposed artwork.

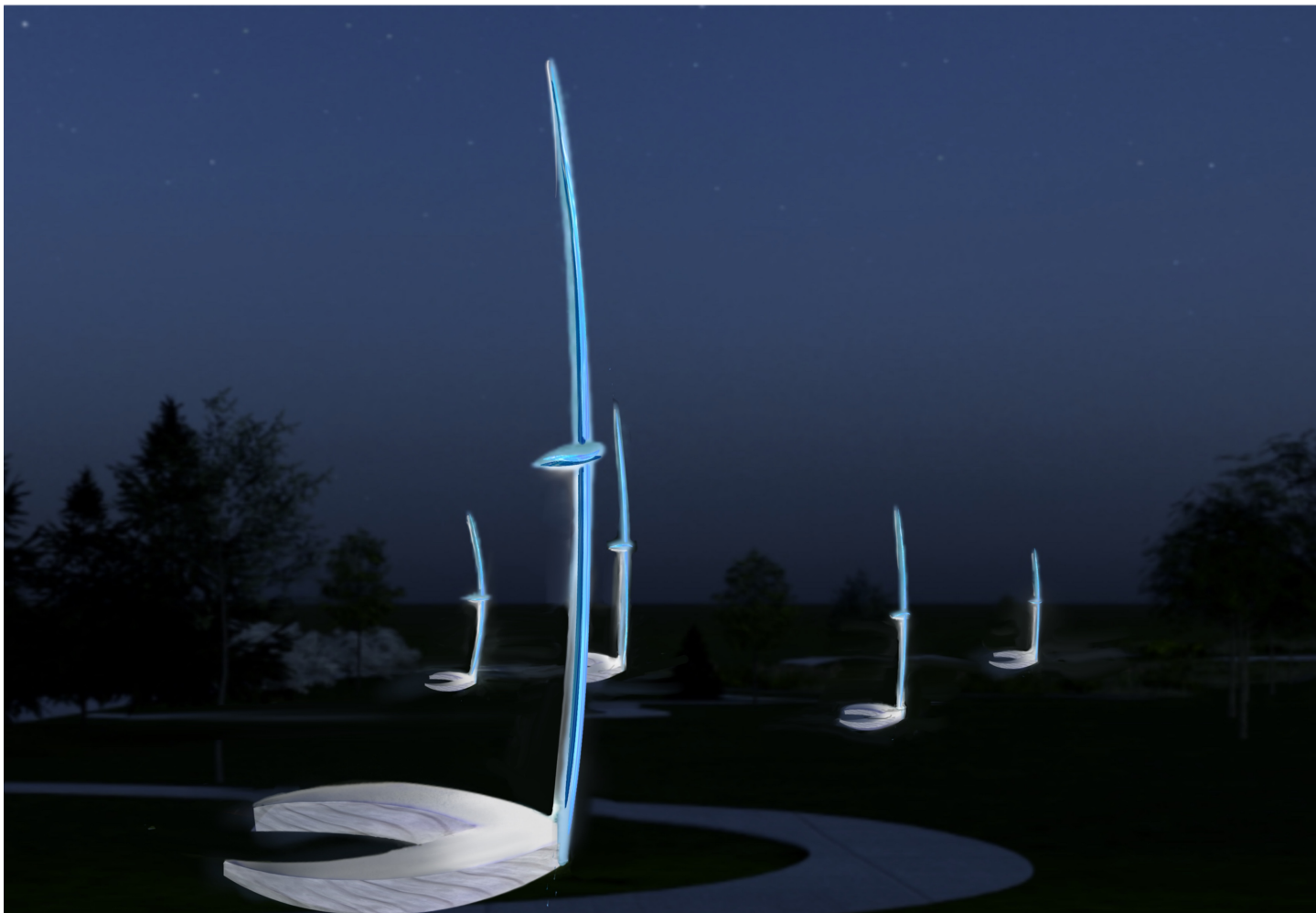


EXECUTIVE SUMMARY: PLOW/SKY

A CELEBRATION OF THE WORKERS OF WEST MADISON



Shown here with shatter-resistant architectural art glass, blue patinated bronze and stainless steel. Five birds ranging in height from 24ft to 16ft.



Sky/Plow

DEPTH BLUE BRONZE WITH ART GLASS AND INTERNAL LIGHTING



DESIGN INFLUENCE IS THE GESTURE OF BIRDS SKIMMING THE WATER AND HOW THE BEAUTY OF THEIR MOVEMENT IS LIKE THE PLOW'S CUTTING THROUGH THE BANKS OF SNOW.



BACKGROUND

In Spring 2025, The Milligan Studio surveyed the West Madison community who prioritized an art fence, sculpture, and benches for Public Art. Due to budget limits which impacted building redesigns, available space for art was reconfigured. By January 2026, a public area next to the building—with walking paths and bike lanes—was designated for Public Art.

SKY/PLOW

Responding to the evolved design, and **the need for lighting for public safety**, The Milligan Studio created “Sky/Plow,” an installation that spans the entire site. This series of sculptures celebrates community, honoring the snowplow fleet maintained in the Far West Operations building. Each winter before sunrise, their plows clear the roads, helping the community move forward with their day, together.

SKY/PLOW is a unique public art installation featuring numerous bird/plow illuminated sculptures intended for visitors to walk amidst day or night. The arrangement represents the concept of community; the scale and quantity of the figures serve to energize the site and recognize the collective efforts of individuals striving for a better future.

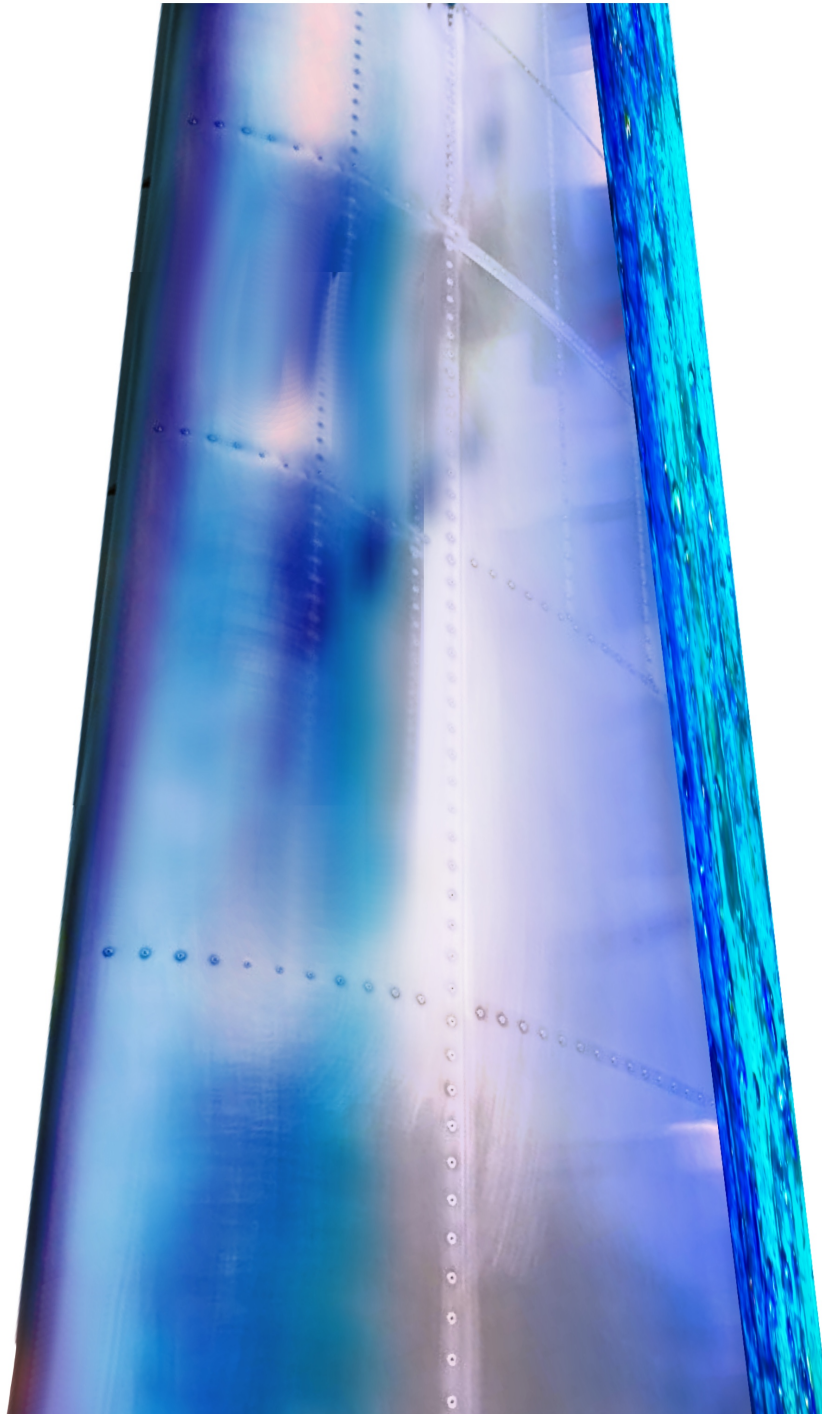
The composition’s scale matches the building, guiding the gaze upward and across to highlight the harmony between landscape and architecture.

Drawing inspiration from Wisconsin's Driftless region, the Milligan Studio envisions the installation as a series of stylized ancient bird forms crafted from art glass set into blue patinated bronze surfaces.

The integration of industrial elements, such as rivets, references the aesthetic of plows, while the use of shatter-resistant glass alludes to the presence of water. The iridescent glass components are designed to be self-illuminating in natural daylight and, when backlit inside, emit a soothing light during nighttime hours, which keeps the community safe.



SAMPLE OF ACTUAL GLASS



*DETAIL OF CONSTRUCTION
RIVETS ON BRONZE WITH GLASS INSTALLED INTO THE REAR EDGE.*

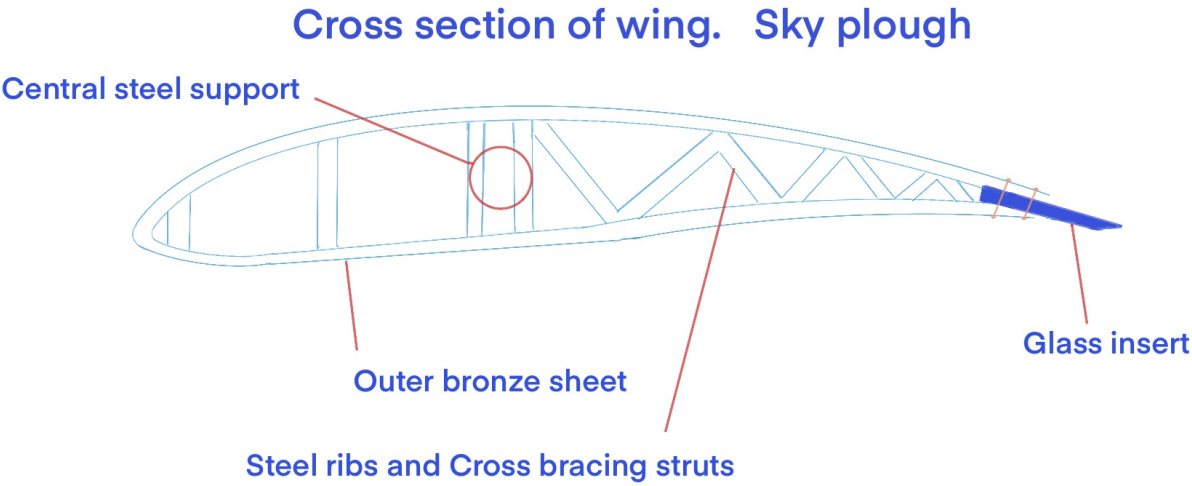


SKY/PLOW
WITH SOURCE LIGHTS HIGHLIGHTED

The Milligan Studio prefers interior lights with art glass inserts in water shades, outlined on the form. (As seen below)

Timed lighting transforms the sculptures into safety feature

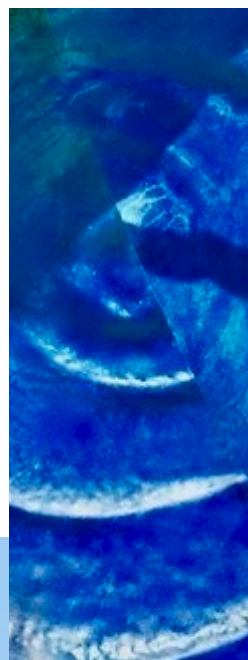
by gently illuminating the park each evening.

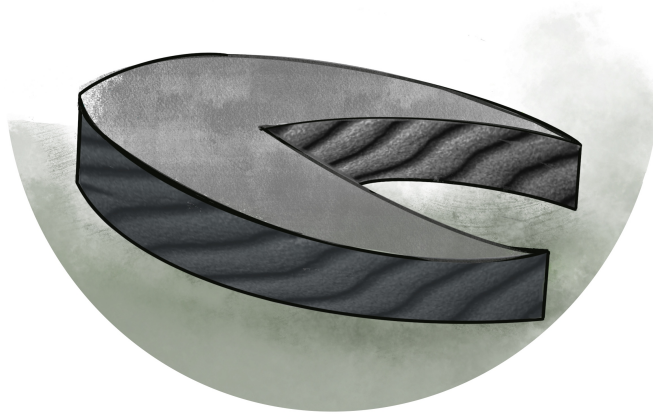


EXAMPLE OF DEPTH BLUE PATINATED BRONZE
(SAMPLE FROM MILLIGAN STUDIO'S GRAND RAPIDS' TRIPTYCH
"THE MEMORY OF WATER")



RENDERING OF *PSKY/PLOW* IN DEPTH BLUE PATINATED BRONZE (DETAIL R) WHICH WOULD BE FABRICATED WITH BACKLIT ART GLASS INSERTS

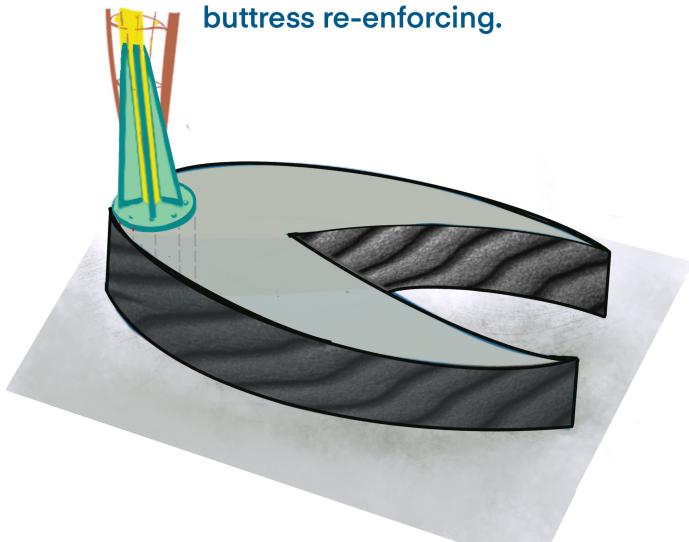




WATER DETAIL OF CONCRETE FOR SIDE OF SEATING BENCH.



Detail of bolted base plate with
buttress re-enforcing.



Ripple form bench and foundation

FABRICATION AND INSTALLATION PROCESS

Each phase of the project, from conception to installation, is meticulously documented online, enabling the community to track progress in real time and gain insights into contributors, thereby fostering a sense of ownership and engagement. Further information is available at www.themilliganstudio.com.

The fabrication process is scheduled to span approximately one year.

METHODOLOGY

We will start both structure construction and kiln-formed glass fabrication at the same time.

When complete, each glass segment will be affixed to the frame with a rounded rivet encased in acrylic washers that won't yellow and can endure temperatures from 115°F to -50°F.

Our method has proven effective with shatter-resistant glass sculptures in locations with extreme temperatures, including Minnesota, Washington (State), and North Dakota.

BESPOKE GLASS

Collaborating with artisans at Paul Wissmach Glass Company, an American art glass company since 1904, we will create a series of water panels to be sealed and riveted in place.

The glass will be laminated with an organic shatter protection coating that is UV resistant and produced without heavy metals.



Bronze bolt in acrylic shock absorber (center) set into metallic capped glass.

This type of glass has been utilized in other major projects located in extreme climates. It offers durability, safety, and maintains its color over time.

Recent studies indicate that glass has an atomic decay rate equivalent to two universes.

INSTALLATION

We will deliver the work in segments in flatbed trucks. Using a crane, we will install each wing and then add the glass. We estimate the installation process to take a week to 10 days, weather permitting.

MAINTENANCE PLAN

SKY/PLOW is a public artwork that requires minimal maintenance.

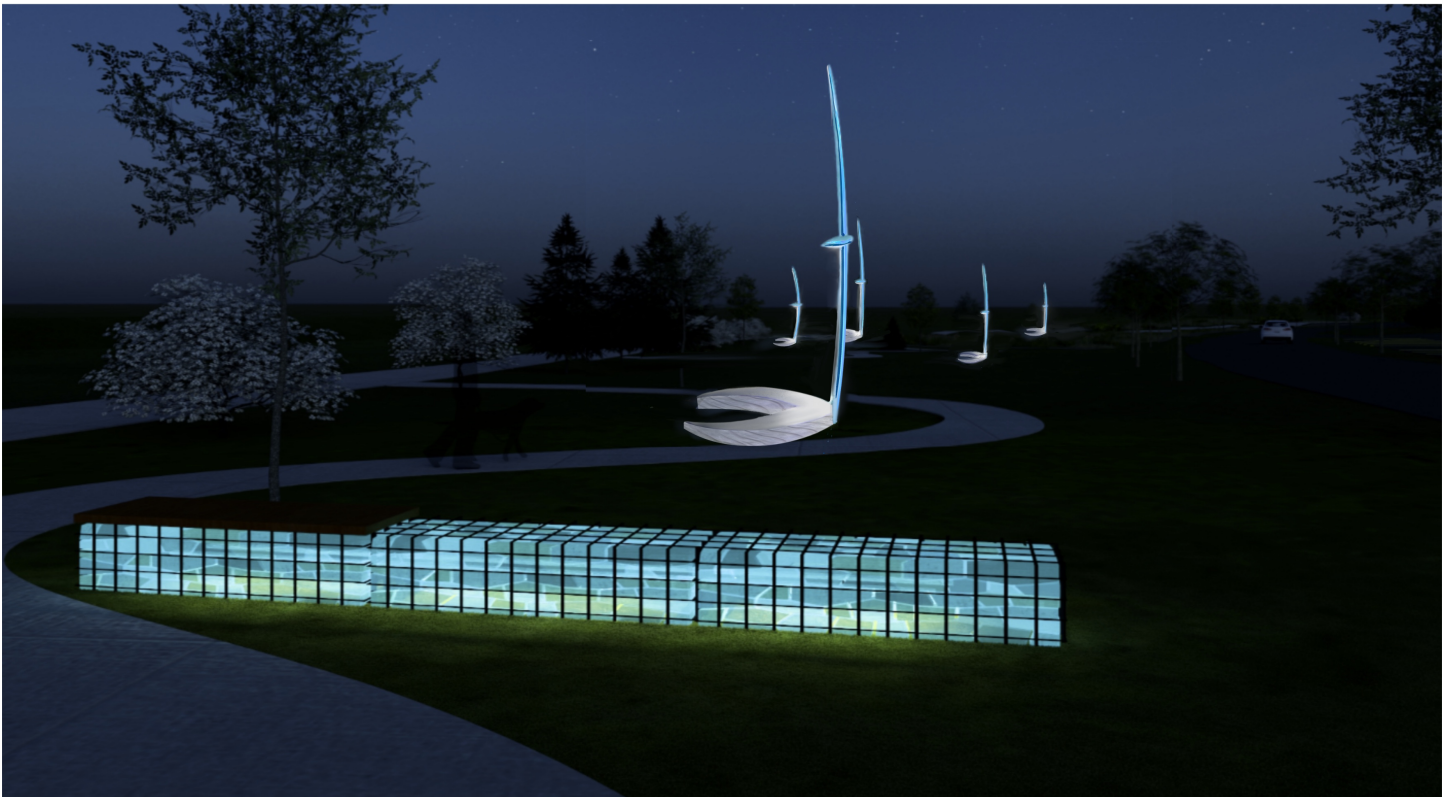
Do not power wash or use abrasive cleaners.

Keep salt away and avoid piling snow at the sculpture's base, as salt can cause rusting.

Wash the sculpture with cool water once a year in Spring to remove debris.

The Dark Sky lighting system should be placed on a sunset/sunrise timer to extend the life of its bulbs.

As this will be a municipal lighting system, bulbs should last about 5 years.



ABOUT THE MILLIGAN STUDIO

"Do continue the great impactful work."
Jai Winston, Director, Knight Foundation

"Your aesthetic is sophisticated and accessible, and your fabrication plan and budget are sound. You put beauty in the world. We are proud to be your partners."
—Dakota County Public Art (Minnesota), 2020

*"Altitude is a beacon of hope and a symbol of the resiliency of St. Paul
as we move forward through some pretty difficult times in our history."* —YWCA



"WE DEFY GRAVITY WITH JOY"

The award-winning Milligan Studio has created Public Art in collaboration with communities in the United States, United Kingdom, and EU, specifically Ireland and Paris, for more than a decade.

Samples of their work in glass can be found in The Corning Museum of Glass.

The two have received grants from the National Endowment for the Arts, Bush Foundation, PEN America, Jerome Foundation, and both the Florida and Minnesota State Arts Board.



the milligan studio

Office Location:
459 Selby Ave St.
Paul, MN 55102
(651) 756-7683

Project:

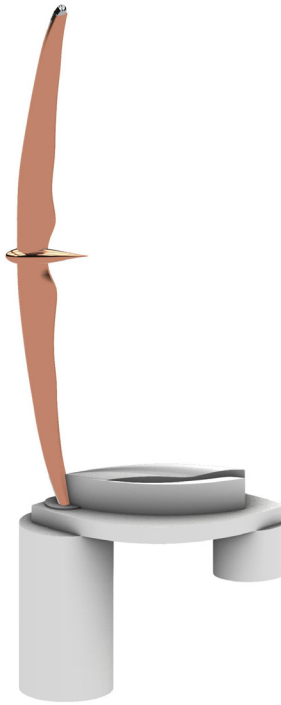
Sky Plough: Madison,
Wisconsin

Date: 04/06/2026.

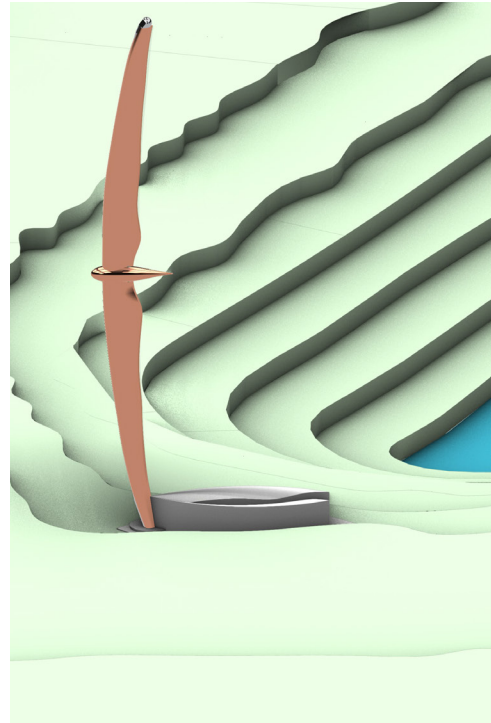
3D Renders.

Notes:

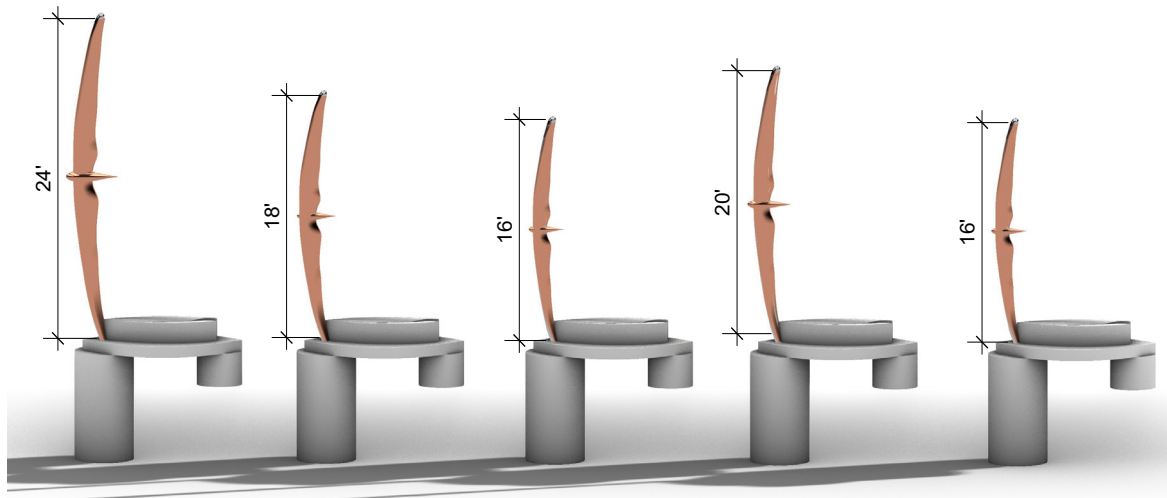
Proposed art subject to
city council approval.



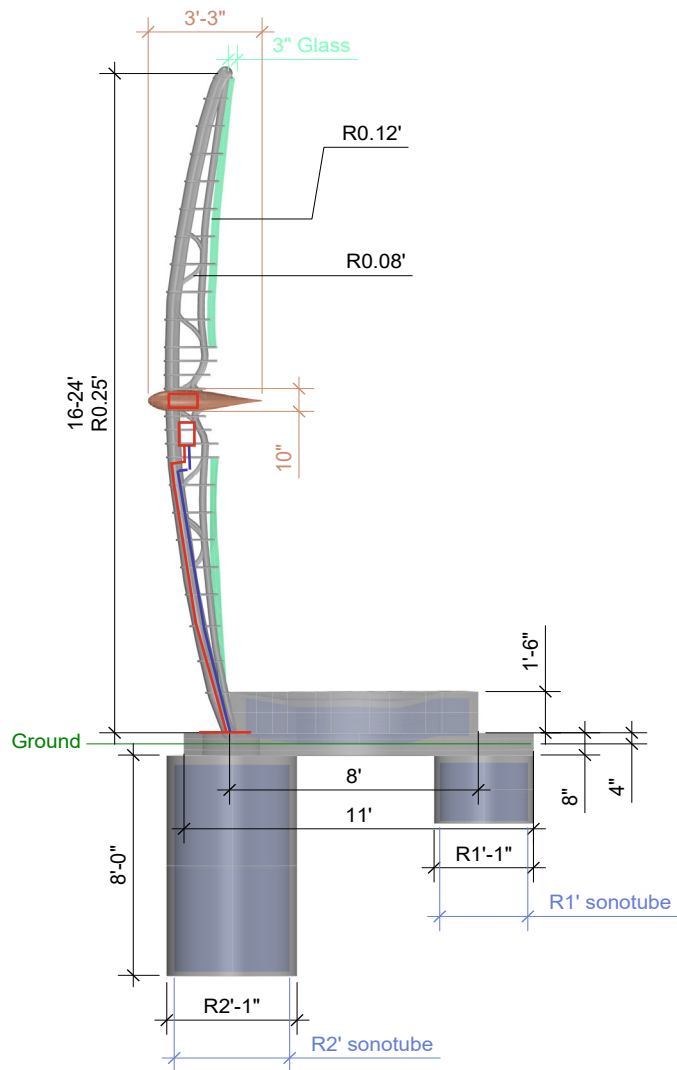
Perspective View Below Ground



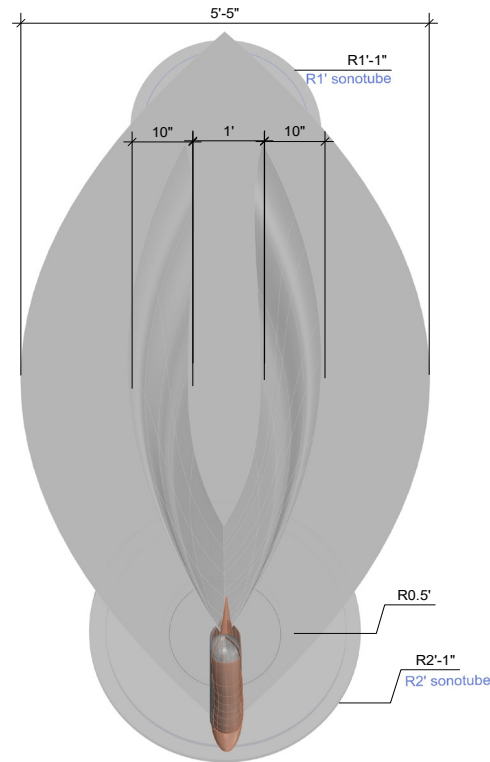
Perspective View Above Ground



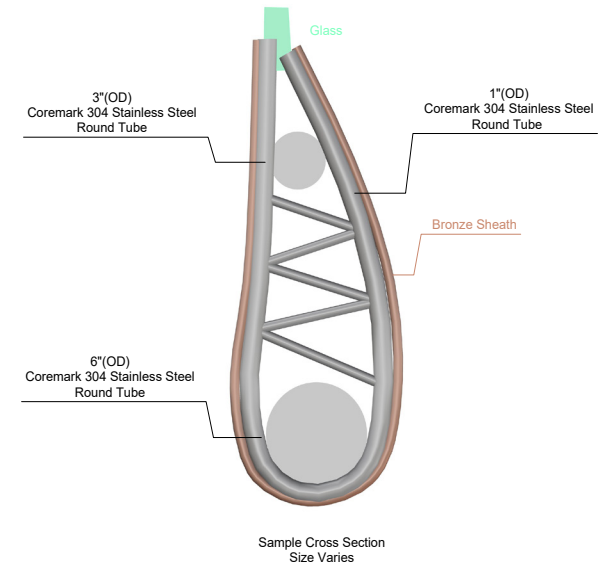
Size Variation



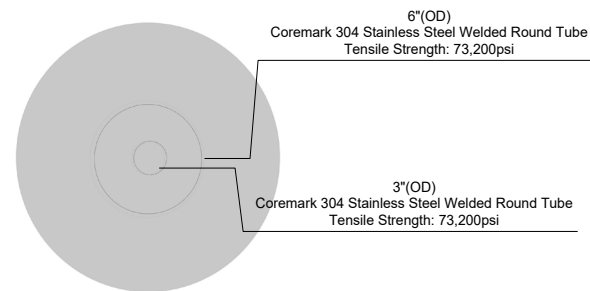
Structural Frame and Foundation Section View



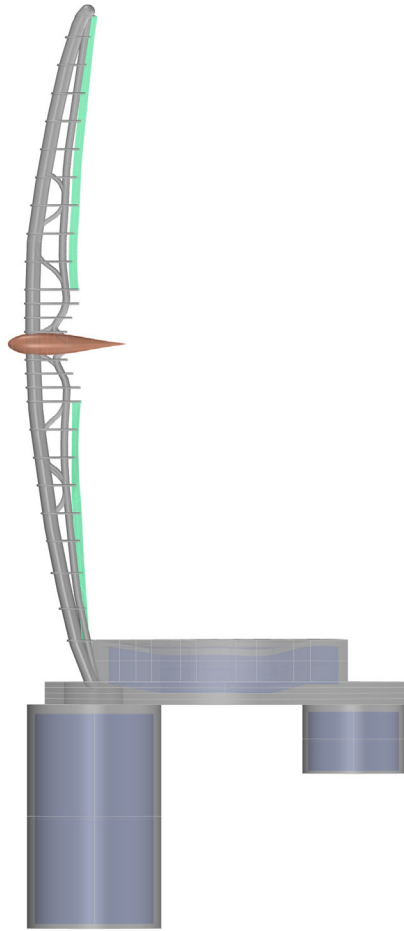
Concrete and Foundation Plan View



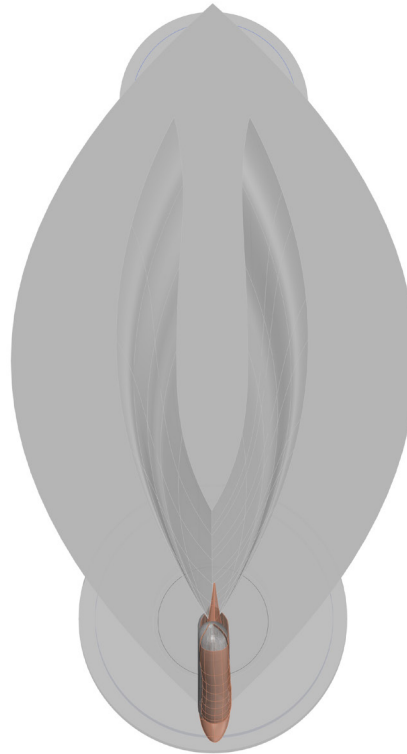
Cross Section Detail



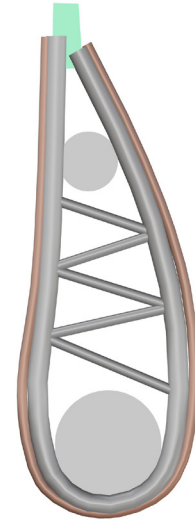
Foundation Detail



Structural Frame and Foundation Section View



Concrete and Foundation Plan View



Cross Section Detail

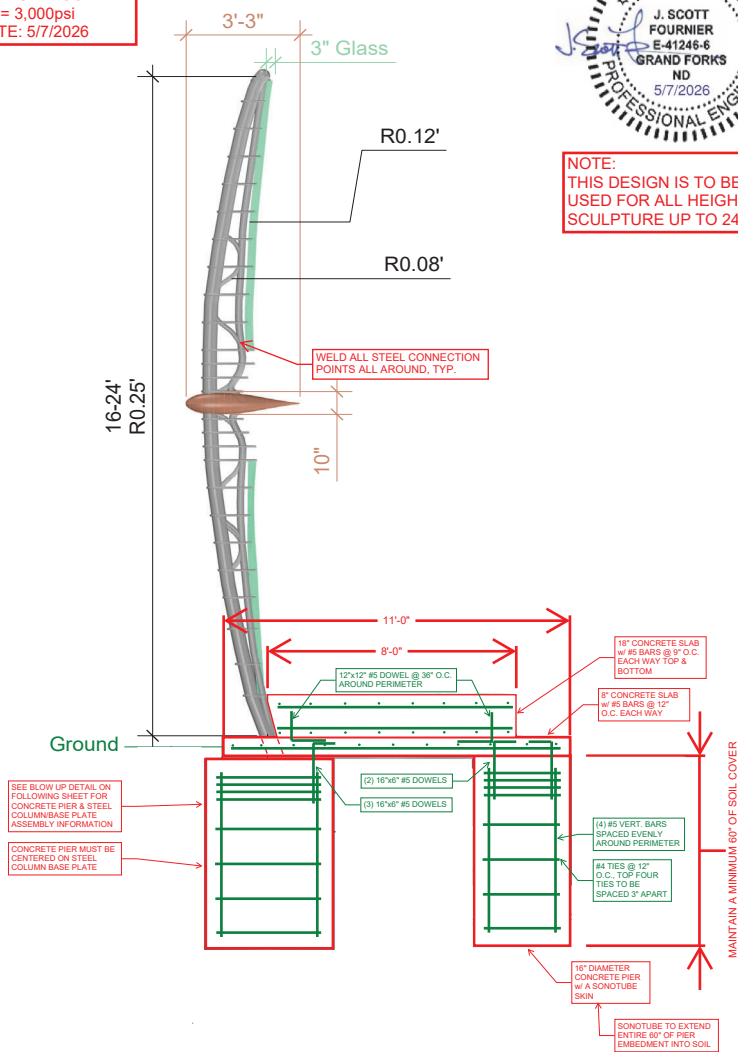


Foundation Detail

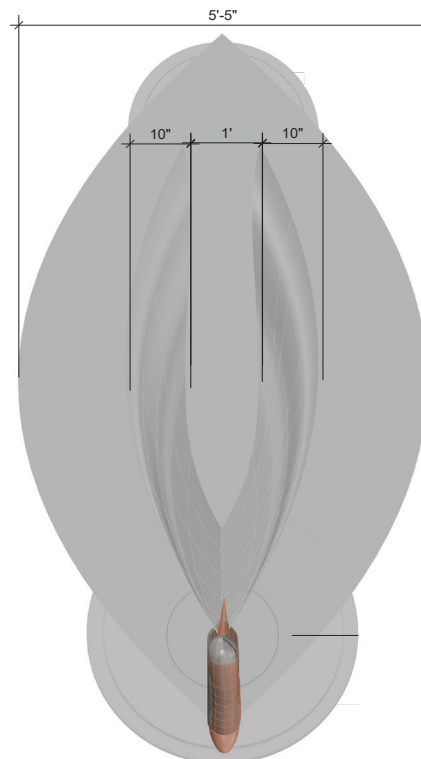
IBC 2021
WIND V = 100MPH
EXPOSURE = C
RISK CATEGORY = I
F'c = 3,000psi
DATE: 5/7/2026



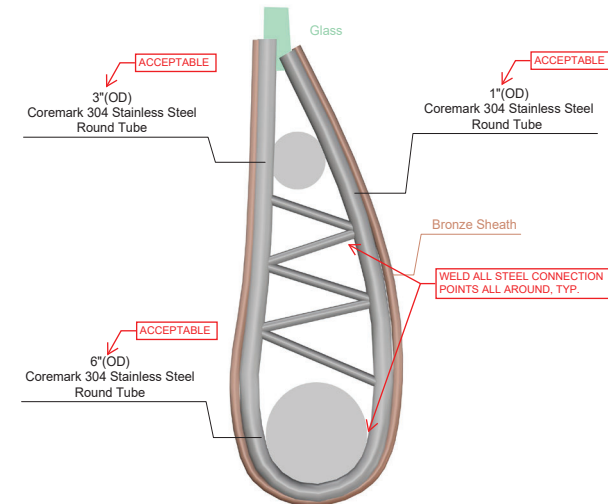
NOTE:
THIS DESIGN IS TO BE
USED FOR ALL HEIGHTS OF
SCULPTURE UP TO 24' TALL



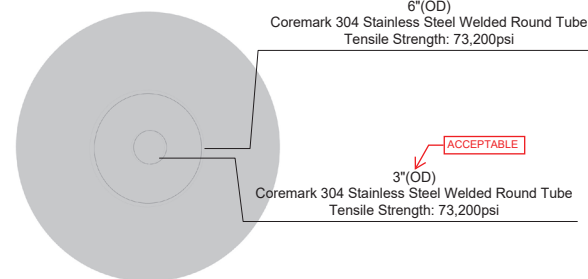
Structural Frame and Fondation Section View



Concrete and Foundation Plan View



Cross Section Detail



Foundation Detail



the milligan studio

Office Location:
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Paul, MN 55102

(651) 756-7683

Project:

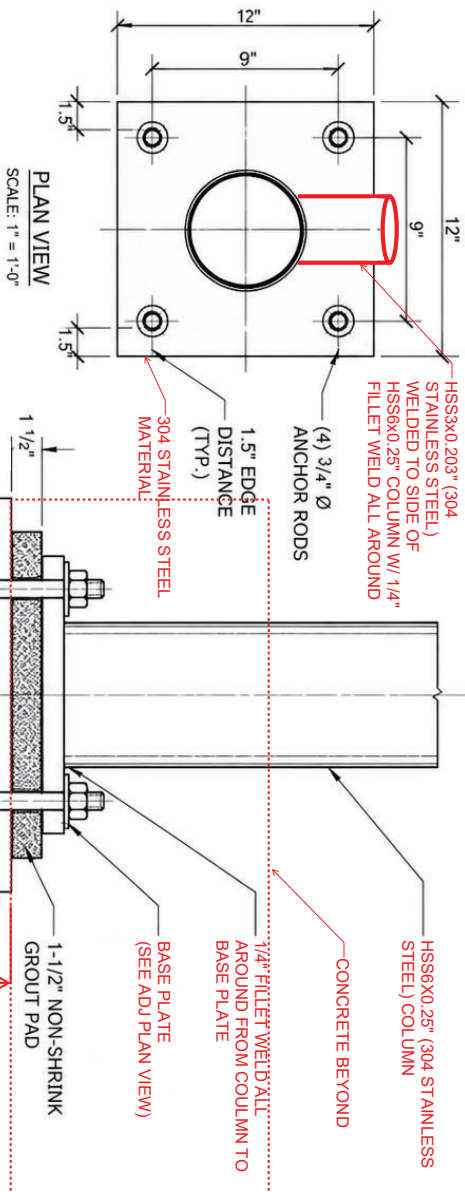
Sky Plough: Madison,
Wisconsin

Date: 04/06/2026.

3D Renders.

Notes:

Proposed art subject to city council approval.



NOTES:

1. CENTER CONCRETE PIER ON COLUMN
2. MAINTAIN A MINIMUM 3" CLEAR COVER ON REINFORCING
3. CONCRETE $f_c = 3,000$ PSI

ANCHOR ROD SCHEDULE

QTY: (4)
DIAMETER: 3/4"
MATERIAL: ASTM F1554 GR. 36 OR 55
EMBEDMENT: 12" (MIN.)
ANCHOR TYPE: HEADED (OR HOOKED)

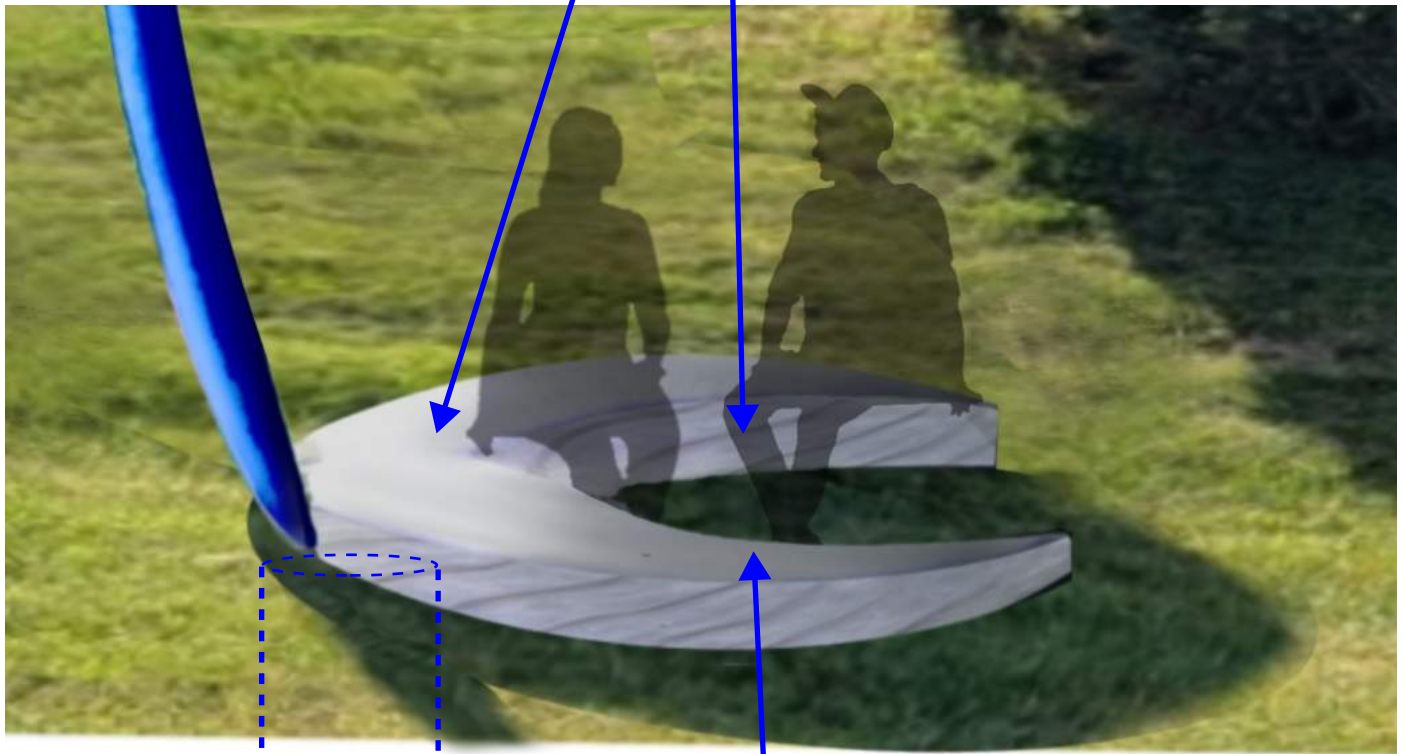
PIER REINFORCING SCHEDULE

VERTICAL REINFORCING:
(8) #5 BARS EQUALLY SPACED AROUND PERIMETER
TIES:
#4 TIES @ 12" O.C.
(TOP FOUR TIES TO BE SPACED 3' APART)



From "Presentation with Estimate" PDF.

Enlargement of the bench area

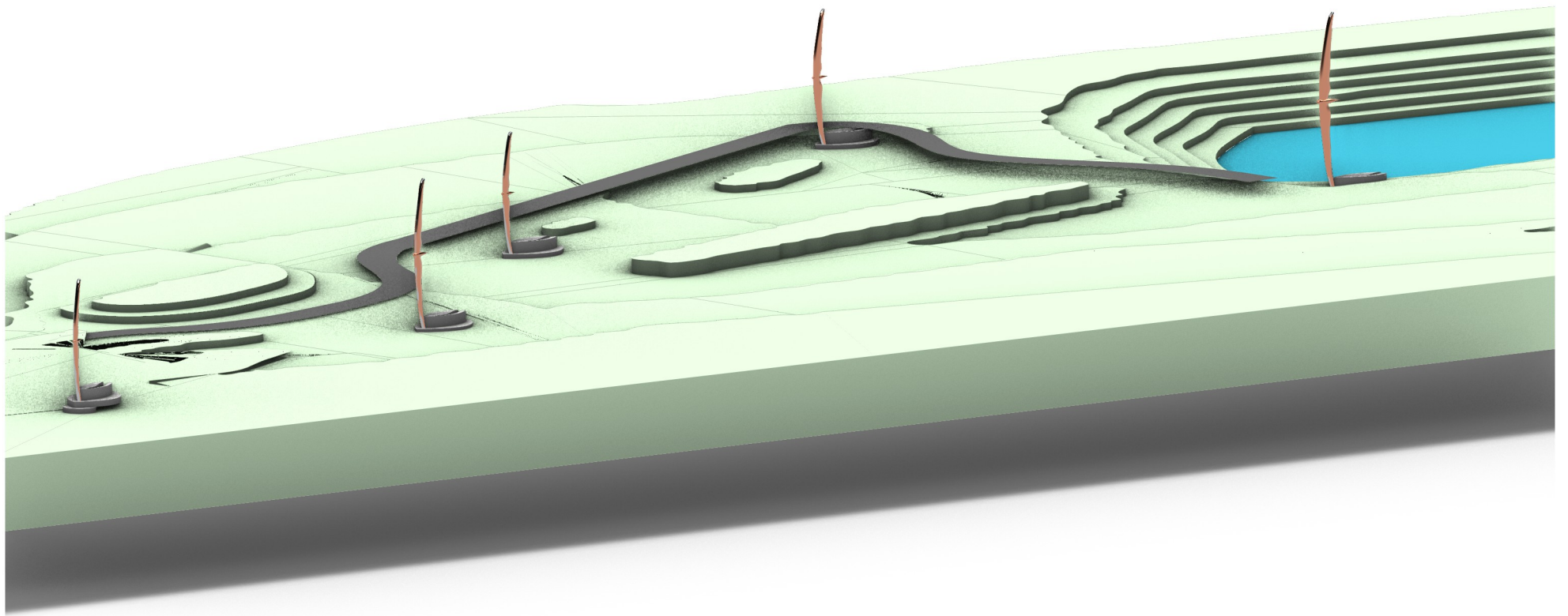


The bench is the
18" slab?

Where is the 8"
slab?

Where does second
bas go to support
the 8" slab?

Main front base for
support and where
electrical will come
in



ITEMIZED BUDGET ESTIMATE

Note: The budget covers installation of five sculptures in patinated blue bronze with custom shatter-resistant glass panels and interior lighting. Prices are valid for 45 days due to current tariff volatility.

MATERIALS

GLASS & METAL

Paul Wissmach Glass Co (including discount and shipping) Smooth 3mm 240case 224.00 ft² @ 3 @ 14 per foot		\$9,408
50 lb bags 96-01 crystal clear coarse frit 8 @ \$434		\$3,474
Custom findings in stainless steel and acrylic:		\$575
Bronze sheet 20 sheets 2 x 10 @ \$18.00/lb		\$18,563
Round Tube 304 Stainless Steel 6 inch 11-gauge 20 ft	7 @ \$2126 each	\$14,885
Round Tube 304 Stainless Steel 3 inch 14-gauge 20 ft	13 @ \$553.53 each	\$7,196
Round Tube 304 Stainless Steel 1 inch 11-gauge 20 ft	8 @ \$165.92 each	\$1,327
Round Tube 304 Stainless Steel 3/4 inch 14-gauge 20 ft	7 @ \$201.77 each	\$1,412
Flat Bar 304 Stainless Steel 1 inch x 1/8 inch x 12 ft	26 @ \$31.16 each	\$810
10,000 Stainless Steel Rivets	8 @ \$250 per package	\$2,000
Rubber modelling materials for concrete wave patterns		\$1,000

LIGHTING SYSTEM \$20,000

Milligan Studio will install the interior lighting system during fabrication, while the project electrician is responsible for connecting it to the site's electrical supply.

Materials Sub Total: \$80,650

CONSUMABLES

Kiln Shelf paper 2 @ \$350 per roll	\$700
Cutting blades hand & disk (diamond for glass)	\$250
Welding rods 7 @ \$100	\$700
Spools 2 @ \$100	\$200
Drill bits	\$150
Cutting disks	\$400
Saw blades	\$200
Tri-mix gas \$300 @ 5 bottles	\$1,500
Patination chemicals 5 gal. Blue Patinas Cupric Nitrate / 5 gal. & Green patinas & Clear Guard 10 gallons (Plus Delivery)	\$2,500

Consumables Sub Total: \$6,600

LABOUR

Fabrication (including Fabrication/ mould design & shuttering for benches and plinth)

\$75 lead metal/ concrete artist x \$30 assistant @ 1,260 hours x \$105 \$132,300

\$75 lead glass artist x 500 hours x \$30 assistant @ 250 hours \$45,000

DESIGN FEES Already paid through contract with A/E Sketchworks, LLC \$52,080

This scope of services for the project contract between The Milligan Studio and Sketchworks, specifically covers the Design Fee portion of the overall project. Included in this contract: The Studio will make itself available for all meetings, including weekly design team meetings and community meetings at the site. Throughout the design process, The Milligan Studio provided structural drawings & renderings.

INSTALLATION

\$50 x 3 artist/assistants x 40 hours (including travel time) \$6,000

Structural Engineer/Safety Review \$6,000

Metal & Glass (2) Studios & the Portable Studio for installation (Artstream/ Airstream) chargeback for dedicated studio space, misc elements related to practice such as disposal buckets & brushes and paint thinner, electricity, water, insurance, storage) 14 months @ \$3,800 per month \$53,200

Transportation of work to Installation site (290 miles one way x 2) 580 miles total @ \$0.75 per mile x 3 Studio members \$1,305

Installation per diem for one week for 3 Studio members @ \$65.00 \$1,365

Hotel (Two rooms) \$1,600

Rental of Trucks for installation \$1,500

Crane @ \$300 8 hours \$2,400

Labor Costs: \$302,750

Project Total \$390,000*

Paid via contract with Sketchworks LLC \$52,080

Contract with City of Madison \$337,920

ELD Series

24VDC Plug-In LED Driver



c **UL** US
LISTED

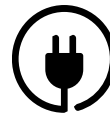


24V
DC



ELD Series

24VDC Plug-In LED Driver



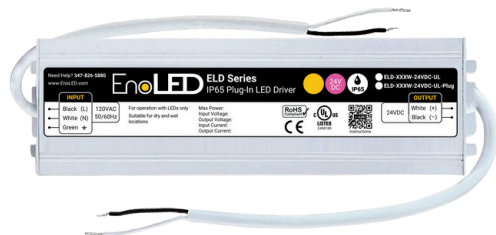
Features

- Plug-and-Play Option: Available with an input plug-in version
- 12V/24VDC Models: 100W to 300W options available
- Ultra-Slim: 100W model under 0.8" for tight spaces
- Ideal for Controllers: Powers any low-voltage system
- UL Certified & IP65 Rated: Safe for wet or dry use
- High Efficiency: Up to 90% at full load

Applications

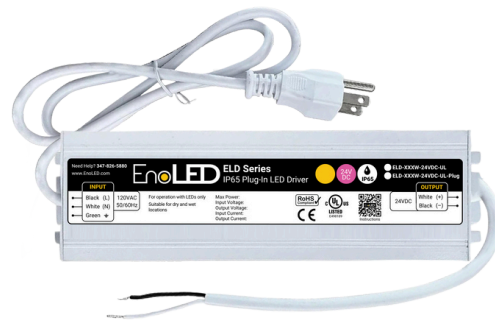
- LED strip
- LED tape
- Cove lights
- Linear lights
- Puck lights

Ordering info



Direct Wire Version

Ordering Code	Max Load	Vin	Vout
ELD-100W-24VDC-UL	100W	120VAC	24VDC
ELD-200W-24VDC-UL	200W	120VAC	24VDC
ELD-300W-24VDC-UL	300W	120VAC	24VDC



Plug-In Version

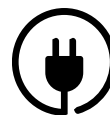
Ordering Code	Max Load	Vin	Vout
ELD-100W-24VDC-UL-Plug	100W	120VAC	24VDC
ELD-200W-24VDC-UL-Plug	200W	120VAC	24VDC
ELD-300W-24VDC-UL-Plug	300W	120VAC	24VDC

Wiring Diagram



ELD Series

24VDC Plug-In LED Driver



Specifications

Input	Ordering Code: ELD-100W-24VDC-UL	ELD-200W-24VDC-UL	ELD-300W-24VDC-UL
Input Voltage Range:	100-264VAC	100-264VAC	100-264VAC
Input Frequency:	50-60Hz	50-60Hz	50-60Hz
Input Current:	1.47A max	3.05A max	4.53A max
Inrush Current:	55A max	60A max	60A max
Efficiency:	90%	89%	89%
Power Factor:	PF>0.6	PF>0.6	PF>0.6
No-load Power Consumption:	<3W	<3W	<3W
Control Surge Capability:	L,N:2KV L,N-PE:4KV	L,N:2KV L,N-PE:4KV	L,N:2KV L,N-PE:4KV
Leakage Current:	0.5mA max	0.5mA max	0.5mA max
THD:	>20%	>20%	>20%

Output

Output Voltage:	24VDC	24VDC	24VDC
Maximum Load:	100W	200W	300W
Output Current @ Max Load:	4.2A	8.5A	12.5A
Output Ripple (Peak-to-Peak):	≤240mV	≤240mV	≤240mV
Line Regulation:	±1%	±1%	±1%
Load Regulation:	±1%	±1%	±1%
Turn on delay time:	600ms	600ms	600ms

Environmental

Operating Ambient Temp.:	-40°F - 104°F (-40°C - 40°C)	-40°F - 104°F (-40°C - 40°C)	-40°F - 104°F (-40°C - 40°C)
Maximum Case Temp. (Tcase):	80°C	80°C	80°C
Storage Temp.:	-40°C ~ 80°C, 10~95%RH	-40°C ~ 80°C, 10~95%RH	-40°C ~ 80°C, 10~95%RH
Ingress Protection (IP):	IP65	IP65	IP65
Expected Lifetime:	100k hours at 70C	100k hours at 70C	100k hours at 70C

Protection

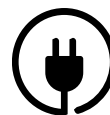
Over Current Protection:	Shut down, re-power after fault condition is removed
Over Temperature Protection:	Shut down, re-power after fault condition is removed
Overload Protection:	CC Mode ≥110%~150%, shut down, re-power after fault condition is removed
Short Circuit Protection:	Shut down, re-power after fault condition is removed

Enclosure

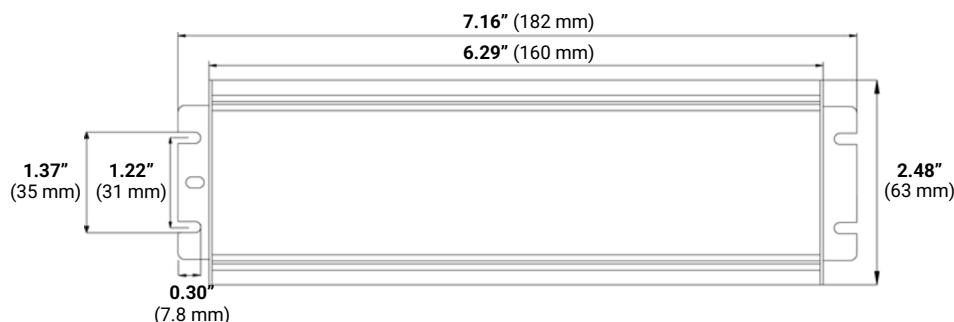
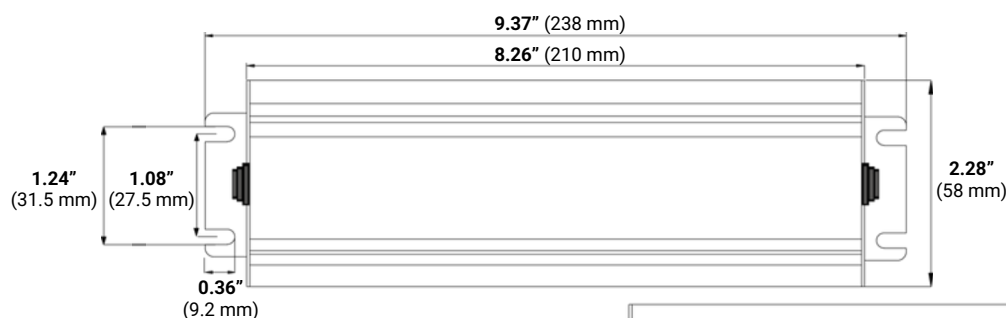
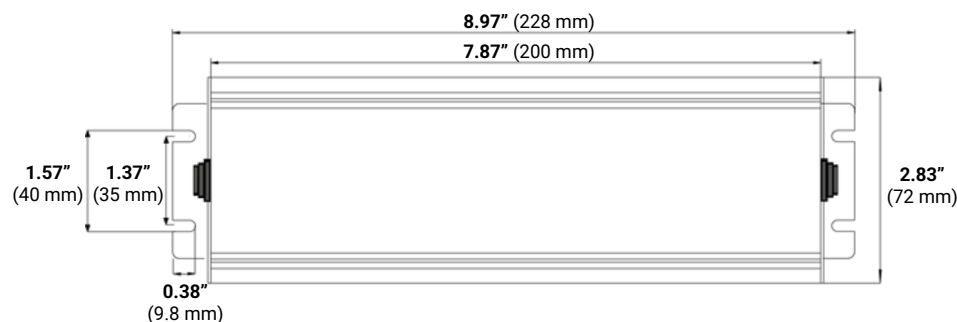
Dimensions:	7.16" x 2.48" x 0.72"	9.37" x 2.28" x 1.25"	8.97" x 2.83" x 1.25"
Material:	Aluminium	Aluminium	Aluminium
Finish:	White / Gray	White / Gray	White / Gray
Connection type:	Plug-In / Direct Wire	Plug-In / Direct Wire	Plug-In / Direct Wire
Weight:	0.4kg	0.75kg	0.9kg

ELD Series

24VDC Plug-In LED Driver



Mechanical Diagrams

100W**200W****300W**

CASAMBI LIGHT CONTROL CBU-PWM4 IP65



CASAMBI
READY

IP65

CE

Technical data	CCT, RGB, RGB+W, 1..4 CH
Part no.	808885
Type	DIBTPRO14 - 144
Power supply input	12..24 Vdc
Radio signal	2,4..2,483 GHz; 4 dBm
Max. output power	72 W
Max. output power	144 W
PWM frequency	~ 400 Hz
Ambient temperature (ta)	20..+45 °C
Rated Max. temp. (tc)	75 °C
Degree of Protection	IP 65
Dimensions	100 x 37 x 24 mm <i>without cable</i>

LED dimmer with IP65 Protection, easily operated by smartphone or tablet (Apple, Android) with the CASAMBI app

For LED strips and other modules for constant voltage

For up to 4 channels (colour mixture or single light sources) freely configurable

Free App from CASAMBI (Apple/Android):

- control of brightness and light colour
- configuration of luminaires and luminaires networks
- creation of scenes and animations (colour gradients)
- automatic detection of new devices
- intelligent timer and gallery functions
- protection settings of your luminaires network ("just me", "with password",...)

You can setup a gateway, but it is not necessary

Integrated antenna

drawing: grey marking, do not cover with metal case)

Fixed rubber connection cables, each 15 cm

Protection class: 3

Pollution degree: 1

Do not insert switches into the secondary circuit!

App for
iOS



App for
Android



* Parameters tolerance +/- 7%

Glow67 Pro Series

24V DC IP67 Dot-less High-Power LED Tape



Glow67 Pro Series

24VDC IP67 Dot-less High-Power LED Tape

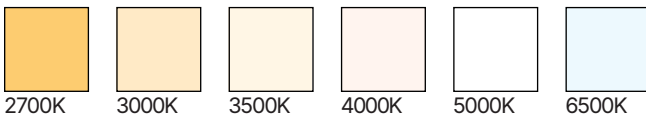


Features

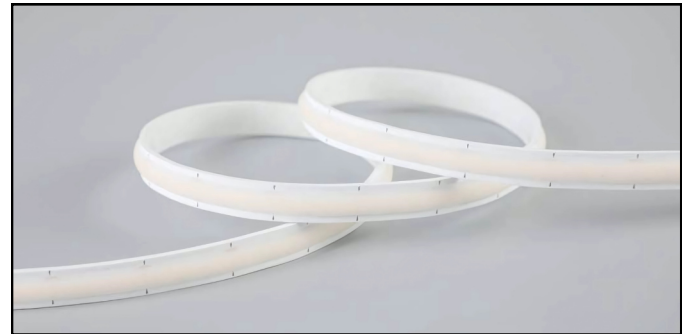
- Dot-less lighting ensures smooth, uniform illumination for a premium look.
- 90+ CRI delivers vibrant, accurate color representation.
- Up to 753 lumens per foot for bright, efficient lighting.
- Ultra-flexible design with a slim profile for easy installation.
- Compatible with 0-10V, MLV, ELV, and smart wireless dimming options.
- Cuttable every 1.04 inches (26.5 mm) for precise customization.
- IP67 waterproof rating ensures durable performance indoors and outdoors.
- Backed by a 50,000-hour lifespan, a 6-year warranty, and UL/CE certification.

Specifications

Available Color Temperatures:

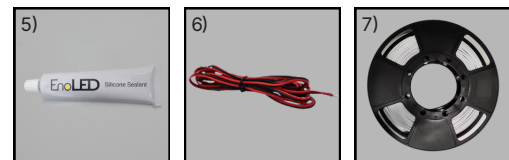
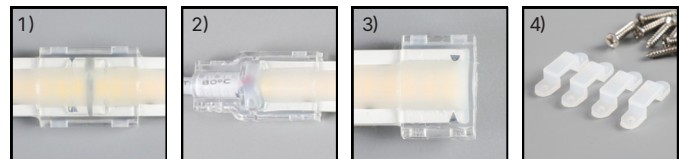


Input voltage:	24VDC
CRI:	90
Power:	5.8W/ft
Lumens:	753lm/ft
Cut Length:	1.04" (26.3mm)
Environment:	IP67
Dimensions (W x H):	0.47" x 0.18" (12 x 4.5mm)
Beam Angle:	150°
Maximum run:	25ft (145 Watts)
Lamp Life:	50,000 Hours
Operating Temp:	-4°F to 113°F (-20°C to 45°C)
Adhesive:	3M
Warranty:	5 years
Dimming Control:	• Incandescent • CFL/LED • MLV • ELV • 0-10V • Dimmer switch / wireless app & wall switch.



Connectors and Wire

Ordering Code	Description
1) Glow67-TT	0.47" (12mm) Tape to tape connector
2) Glow67-TW	0.47" (12mm) Tape to wire connector with a 11.8" lead wire
3) Glow67-EC	0.47" (12mm) End cap
4) Glow67-WC	0.47" (12mm) Wall Clip and Two Screws
5) Glow67-SS	Wet Location Silicone Sealant
6) WS-2P-15	15ft 2 Pin 15ft Wire Spool
7) WS-2P-250	250ft 2 Pin 250ft Wire Spool



150° Beam Angle



Glow67 Pro Series

24VDC IP67 Dot-less High-Power LED Tape

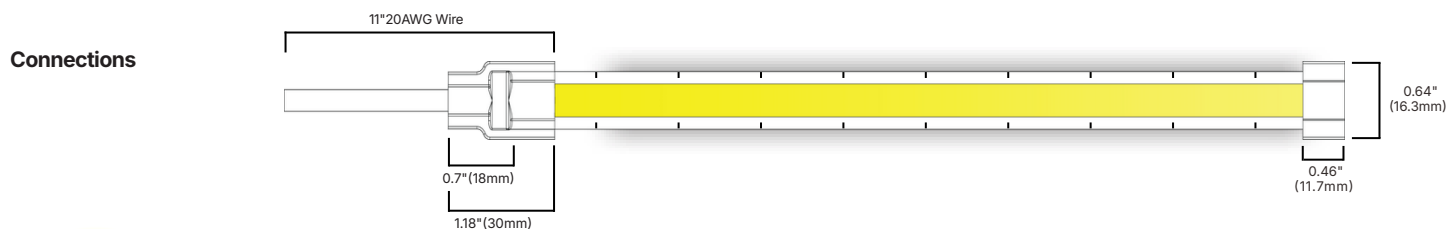
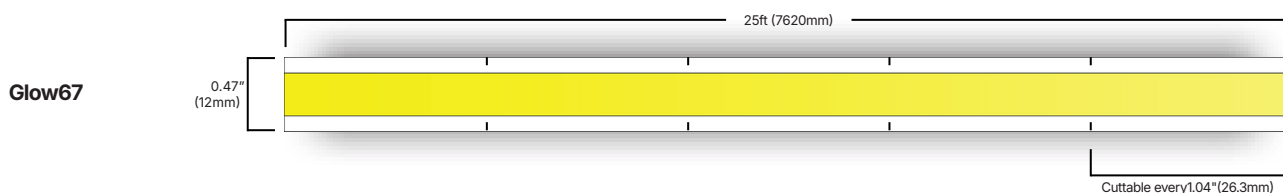


Performance Table

Ordering Code	Length	Voltage	CCT	CRI	Wattage	Lumens	Cuttable	IP Rating
Glow67								
Glow67-27-16	16.4ft	24VDC	2700K	90+	5.8W/ft	703lm/ft	1.04"	IP67
Glow67-30-16	16.4ft	24VDC	3000K	90+	5.8W/ft	723lm/ft	1.04"	IP67
Glow67-35-16	16.4ft	24VDC	3500K	90+	5.8W/ft	744lm/ft	1.04"	IP67
Glow67-40-16	16.4ft	24VDC	4000K	90+	5.8W/ft	753lm/ft	1.04"	IP67
Glow67-50-16	16.4ft	24VDC	5000K	90+	5.8W/ft	750m/ft	1.04"	IP67
Glow67-65-16	16.4ft	24VDC	6500K	90+	5.8W/ft	743lm/ft	1.04"	IP67
Glow67-27-164	164ft	24VDC	2700K	90+	5.8W/ft	703lm/ft	1.04"	IP67
Glow67-30-164	164ft	24VDC	3000K	90+	5.8W/ft	723lm/ft	1.04"	IP67
Glow67-35-164	164ft	24VDC	3500K	90+	5.8W/ft	744lm/ft	1.04"	IP67
Glow67-40-164	164ft	24VDC	4000K	90+	5.8W/ft	753lm/ft	1.04"	IP67
Glow67-50-164	164ft	24VDC	5000K	90+	5.8W/ft	750m/ft	1.04"	IP67
Glow67-65-164	164ft	24VDC	6500K	90+	5.8W/ft	743lm/ft	1.04"	IP67

Available with 30 days lead time

Mechanical Diagrams



150° Beam Angle



Glow67 Pro Series

24VDC IP67 Dot-less High-Power LED Tape



Recommended 24V LED Drivers

Phase Cut Dimmable (Incandescent / CLF / LED / MLV / ELV)

XRD Dimmable LED Driver Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
XRD-40W-24VDC	120VAC	24VDC	40W	Yes	IP21	6.20" x 1.85" x 1.35"
XRD-60W-24VDC	120VAC	24VDC	60W	Yes	IP21	6.20" x 1.85" x 1.35"
XRD-75W-24VDC	120VAC	24VDC	75W	Yes	IP21	6.20" x 1.85" x 1.35"
XRD-96W-24VDC	120VAC	24VDC	96W	Yes	IP21	6.20" x 1.85" x 1.35"

MX1 High Power Dimmable LED Driver Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
MX1-150W-24VDC	120VAC	24VDC	150W	Yes	IP65	6.57" x 3.85" x 1.64"
MX1-200W-24VDC	120VAC	24VDC	200W	Yes	IP65	6.57" x 3.85" x 1.64"

MX2 Multi-Output Dimmable LED Driver Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
MX2-192W-24VDC	120VAC	24VDC	96W x 2	Yes	IP65	3.96" x 1.61" x 7.67"
MX2-288W-24VDC	120VAC	24VDC	96W x 3	Yes	IP65	3.96" x 1.61" x 10.23"

MRD Dimmable LED Driver Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
MRD-40W-24VDC	120VAC	24VDC	40W	Yes	IP21	3.31" x 1.57" x 0.98"
MRD-60W-24VDC	120VAC	24VDC	60W	Yes	IP21	3.31" x 1.57" x 0.98"
MRD-75W-24VDC	120VAC	24VDC	75W	Yes	IP21	3.31" x 1.57" x 0.98"
MRD-96W-24VDC	120VAC	24VDC	96W	Yes	IP21	3.31" x 1.57" x 0.98"

0-10V Dimmable

NanoDrive 0-10V Dimmable LED Driver Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
NANO-40W-24VDC	120-277VAC	24VDC	40W	Yes	IP54	10.35" x 2.55" x 1.53"
NANO-60W-24VDC	120-277VAC	24VDC	60W	Yes	IP54	10.35" x 2.55" x 1.53"
NANO-96W-24VDC	120-277VAC	24VDC	96W	Yes	IP54	10.35" x 2.55" x 1.53"

Non-Dimmable

ELD Plug-in Series



Ordering Code	Input Voltage	Output Voltage	Max Load	Class	Environment	Dimensions
ELD-60W-24VDC-UL	120VAC	24VDC	60W	Yes	IP65	8" x 2.4" x 0.78"
ELD-100W-24VDC-UL	120VAC	24VDC	100W	Yes	IP65	8" x 2.4" x 0.78"
ELD-150W-24VDC-UL	120VAC	24VDC	150W	Yes	IP65	9.3" x 2.48" x 1.25"
ELD-200W-24VDC-UL	120VAC	24VDC	200W	Yes	IP65	9.3" x 2.48" x 1.25"

SURFACE14 EE7F/TY



max 14 mm



surface
nawierzchniowe
Aufbauprofile
surface



furniture
meblowe
Möbel-
mobilier

- hidden mounting
- many system accessories
available

- ukryte mocowanie
- wiele akcesoriów
systemowych do wyboru

- eine versteckte Befestigung
- viele Systemzubehörteile zur
Auswahl

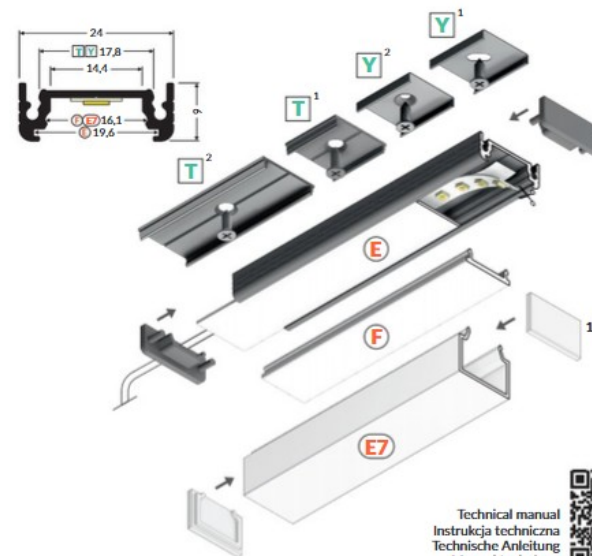
- fixation cachée
- de nombreux accessoires du
système au choix



more
information



więcej
szczegółów



Technical manual
Instrukcja techniczna
Technische Anleitung
Manuel technique



Y¹ → 235
mounting plate Y
uchwyt Y
Halter Y
fixation Y

Y² → 235
mounting plate Y cone
uchwyt Y cone
Halter Y cone
fixation Y cone

T¹ → 231
mounting plate T
uchwyt T
Halter T
fixation T

T² → 231
connector T 180 deg
łącznik T 180 st
Verbinder T 180 Grad
connecteur T 180 degrés

E → 226
diffuser E slide
klosz E wsuwany
Abdeckung E einschiebbar
diffuseur E coulissant

F → 227
diffuser F click
klosz F klik
Abdeckung F einclipsbar
diffuseur F clic

E7 → 226
diffuser E7 click
klosz E7 klik
Abdeckung E7 einclipsbar
diffuseur E7 clic

1* → 226
end cap E7
zaślepka E7
Endkappe E7
embout E7

1000 mm A2010001
2000 mm A2020001
3000 mm A2170001
4050 mm A2180001

white painted
biały malowany
weiß lackiert
peint en blanc

A2010020
A2020020
A2170021
A2180020

anodized
anodowany
eloxiert
surface anodisée

A2010021
A2020021
A2170021
A2180021

black anodized
czarny anodowany
schwarz eloxiert
noir anodisé

A2010000
A2020000
A2170000
A2180000

raw aluminium
surowe aluminium
Rohaluminium
aluminium brut

A2010000
A2020000
A2170000
A2180000

end cap SURFACE14 gen2
zaślepka SURFACE14 gen2
Endkappe SURFACE14 gen2
embout SURFACE14 gen2



white
biały
weiß
blanc
A2980001

black
czarny
schwarz
noir
A2980002

silver
srebrny
silbern
argent
A2980040

grey
szary
grau
gris
A2980022

end cap SURFACE14 gen2 with hole
zaślepka SURFACE14 gen2 z otworem
Endkappe SURFACE14 gen2 mit Öffnung
embout SURFACE14 gen2 avec un trou



white
biały
weiß
blanc
A2970001

black
czarny
schwarz
noir
A2970002

silver
srebrny
silbern
argent
A2970040

grey
szary
grau
gris
A2970022

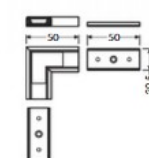
connector SURFACE14
łącznik SURFACE14 90 st
Verbinder SURFACE14 90 Grad
connecteur SURFACE14 90 degrés

material: aluminium
material: aluminium
Material: Aluminium
matériau: aluminium

white painted
biały malowany
weiß lackiert
peint en blanc
A2990001

anodized
anodowany
eloxiert
surface anodisée
A2990020

black anodized
czarny anodowany
schwarz eloxiert
noir anodisé
A2990021





City of Madison

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

Master

File Number: 94047

File ID: 94047

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: Approving the design for the State Street Campus Garage/Hawthorne Court Percent for Art Project and authorizing the Mayor and City Clerk to execute an agreement with StudioKCA, LLC for a site-specific public art feature

Final Action:

Title: Approving the design for the State Street Campus Garage/Hawthorne Court Percent for Art Project, authorizing the Mayor and City Clerk to execute an agreement with StudioKCA, LLC for design, fabrication, delivery and installation of a site-specific public art feature, and dissolving the State Street Campus Garage/Hawthorne Court Public Art Ad-Hoc Committee. (District 2)

Notes:

Sponsors: Ellen Zhang, Will Ochowicz And Michael E. Verveer

Effective Date:

Attachments: StudioKCA_Cheerio_State Street Campus Garage.pdf, 260717 STR State Street Garage Installation_DD100 Calculation Report_Sealed.pdf, 260717 STR State Street Garage Installation_DD100 Permit Set_Sealed.pdf

Enactment Number:

Author: Meri Rose Ekberg

Hearing Date:

Entered by: MEkberg@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Planning Division	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94047

Fiscal Note

The proposed resolution approves the fabrication, installation, and delivery of the South Point

Public Works Facility Percent for Art Project at 402 S Point Rd. Funding for public art is calculated as an additional 1% of the eligible project budget as called for in the Percent for Art ordinance (MGO 4.30). Construction estimates in the schematic design phase were approximately \$43.8 million; an additional 1% for art was calculated to be \$437,991. The proposed agreement with The Milligan Studio, LLC for the artwork authorizes the use of up to \$337,920 of the Percent for Art allocation.

The 2026 Adopted Capital Budget included \$43.7 million for the Far West Facility project (Munis project 13016) supported by \$41.7 million in General Fund GO Borrowing and \$2.0 million in Federal Sources. The Percent for Art project is supported by the GO borrowing. No additional City appropriation is required with approval of the proposed resolution.

Title

Approving the design for the State Street Campus Garage/Hawthorne Court Percent for Art Project, authorizing the Mayor and City Clerk to execute an agreement with StudioKCA, LLC for design, fabrication, delivery and installation of a site-specific public art feature, and dissolving the State Street Campus Garage/Hawthorne Court Public Art Ad-Hoc Committee. (District 2)

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, in 2017, the Common Council adopted the Percent for Art Ordinance that requires that one percent (1%) of the City funding for capital projects with a total budget of at least \$5 million be designated to integrate public art into the project; and,

WHEREAS, in RES- 23-00721, File ID #79408 from November 21, 2023, the Common Council approved city staff issuing a Request for Qualifications (RFQu) to seek artist(s) and the creation of the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee to review proposals and recommend an artist(s); and

WHEREAS, on August 22, 2025, the City issued a Request for Qualifications (RFQu 14068-0-2025) for artists interested in creating public art for the State Street Campus Garage/Hawthorne Court Percent for Art Project; and

WHEREAS, by September 25, 2025, the deadline for submittals to the RFQu, the City received 66 eligible applications; and

WHEREAS, on October 13, 2025, The Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee met to score applicants on Artistic Merit, Experience, Feasibility, Quality, and Local Vendor Preference, and voted to recommend to the Madison Arts Commission that the top three scoring applicants (Matthew Mazzotta, StudioKCA, and AREA-C Projects) be invited to submit design concepts for review; and

WHEREAS, on October 15, 2025, the Madison Arts Commission (MAC) reviewed the recommendation of the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee, and voted to approve the top three scoring applicants (Matthew Mazzotta, StudioKCA, and AREA-C Projects) be the finalists and proceed to the design phase of the State Street Campus Garage/Hawthorne Court Percent for Art Project; and

WHEREAS, on November 14, 2025, the finalists attended an in-person orientation, site-visit

and a community meeting at the Chazen Museum of Art to receive feedback from the public; and

WHEREAS, on February 17, 2026, the finalists submitted their final design concepts for the State Street Campus Garage/Hawthorne Court Percent for Art Project to city staff; and

WHEREAS, on February 23, 2026, the finalists attended a virtual community meeting to present their designs and answer questions; and

WHEREAS, a survey was issued to the public between February 18 and March 9, 2026, and 625 responses were received and results were shared with members of the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee; and

WHEREAS, on March 16, 2026, the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee reviewed the design proposals, scored them on Artistic Merit, Content, Site-Specificity, Feasibility, and Budget, and voted to recommend that the Madison Arts Commission select the top-scoring proposal, StudioKCA's *Cheerio*, for the State Street Campus Garage/Hawthorne Court Percent for Art Project, with the second scoring proposal, AREA-C Projects' *Inter/Stitch*, as an alternate; and

WHEREAS, on March 17, 2026, the Madison Arts Commission voted to approve the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee's recommendation to select StudioKCA's *Cheerio* for the State Street Campus Garage/Hawthorne Court Percent for Art Project, with AREA-C Projects' *Inter/Stitch* as an alternate; and

WHEREAS, if staff cannot reach an agreement with StudioKCA, LLC by November 1, 2026, they may offer the public art opportunity to the selected alternate AREA-C Projects.

WHEREAS, the original project budget noted in the RFQu was \$320,000 and \$48,000 was paid to StudioKCA LLC under a design development agreement, the remaining award amount is \$272,000; and

WHEREAS, StudioKCA, LLC. will be contractually required to collaborate with appropriate City of Madison staff and commissions in finalizing the design details of the State Street Camous Garage/Hawthorne Court Percent for Art project; and

WHEREAS, RES- 23-00721, File ID #79408 states that the Committee shall be dissolved upon completion and acceptance of all projects funded from the Percent for Art allocation; and

WHEREAS, the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee has completed their work as of March 2026 and there is no need to reconvene; and

NOW, THEREFORE, BE IT RESOLVED, that the Madison Common Council, the Madison Arts Commission, and the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee approve the design of *Cheerio*, or alternate *Inter/Stitch*, for the State Street Campus Garage/Hawthorne Court Percent for Art Project; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute an agreement with StudioKCA, LLC. for up to \$272,000 or the alternate AREA-C Projects for up to \$320,000 for all costs associated with design, engineering, fabrication, delivery, and installation of the proposed artwork.

BE IT STILL FURTHER RESOLVED that any unspent funds upon completion of associated projects shall be transferred to the Arts Aggregated Fund or the Art Maintenance and Conservation Fund.

BE IT FINALLY RESOLVED that the Ad Hoc State Street Campus Garage/Hawthorne Court Public Art Committee completed their work and is hereby dissolved upon approval of this resolution.

"Cheerio"

*"Stay, little cheerful Robin! stay,
And at my casement sing..."*

-William Woodsworth



Narrative for “**Cheerio**”

When I was kid, we learned about the Robin, and how it was our state bird, how it didn’t migrate but stayed through all the seasons in and around Madison, rain or shine, cold or heat. We also spent time learning how to identify the robin and other birds by the bird calls. Identifying bird calls is something we still do as a family during the summers. Last January we were in London, and my son said, “Hey they sound just like Robins!” Cheerio! Cheerio! Cheerio! He was right, the common hello and goodbye of our friends sounds similar to the calls of the Robins we would encounter back in Madison.

When Lesley and I were beginning to work on the depot art concept, this story resurfaced and put a smile on both of our faces. So we thought, what if we were to build the state bird welcoming visitors to the state capitol in a way that made people smile as they entered the garage? The area is large enough, and if we design and engineer them right, we could build two Robins (one at either end of the bus entry)- and maybe even set of those beautiful and distinctive Robin’s eggs as seating inside? So this is the sculptural concept we worked on, called “Cheerio”

Cheerio is a sculpture that looks like 2 giant American Robins ushering in the visitors as the move past them on Hawthorne Court, into the depot. One Robin sits looking out at the front of Hawthorne as pedestrian and vehicular traffic flows into the site, while the other looks towards where the buses are going, near the egress tower. Within the depot three tiffany blue robin’s eggs create seating for people waiting for the buses to arrive/depart.



Summer



Fall



Winter



Spring

LOCATION

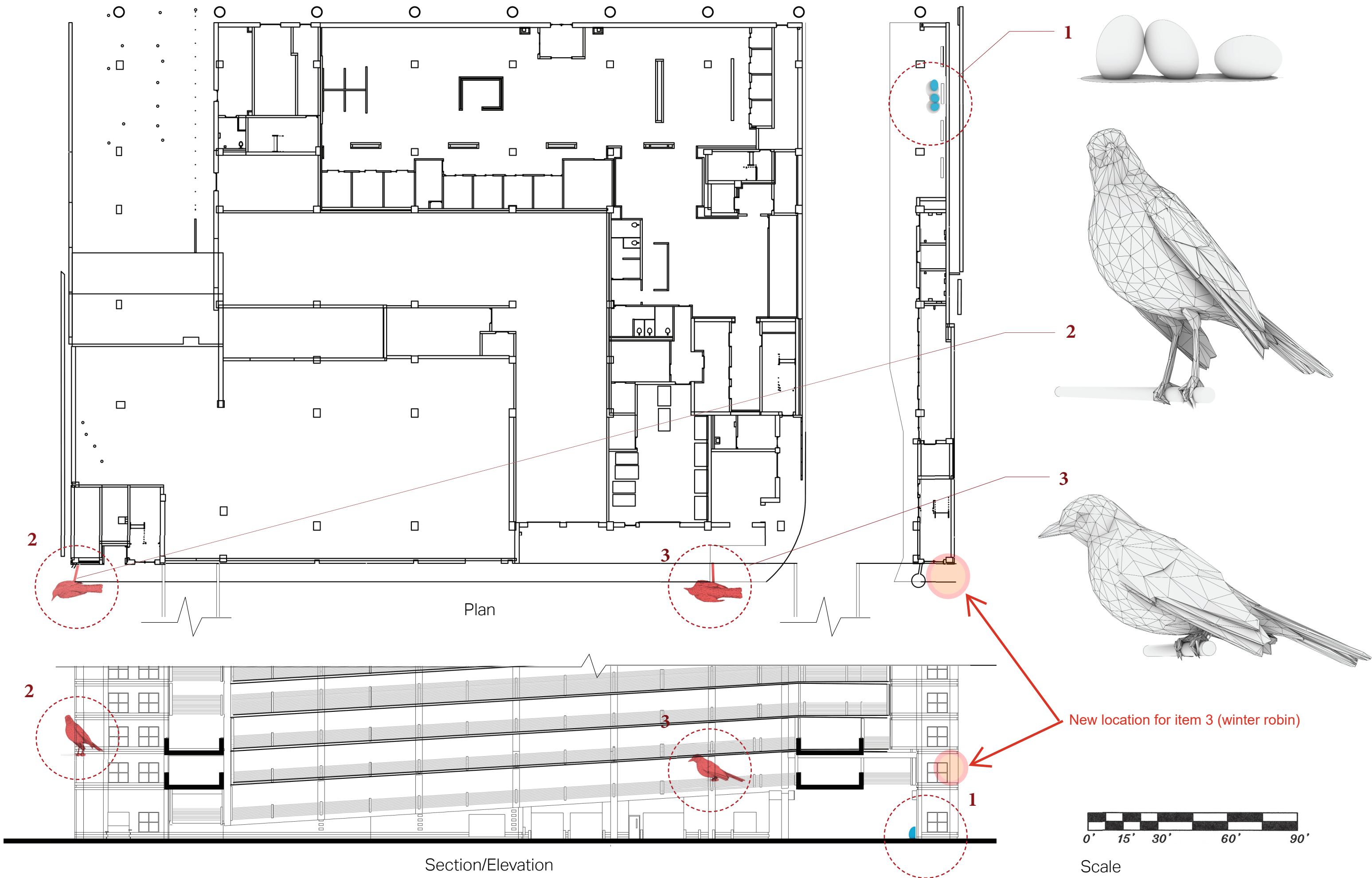
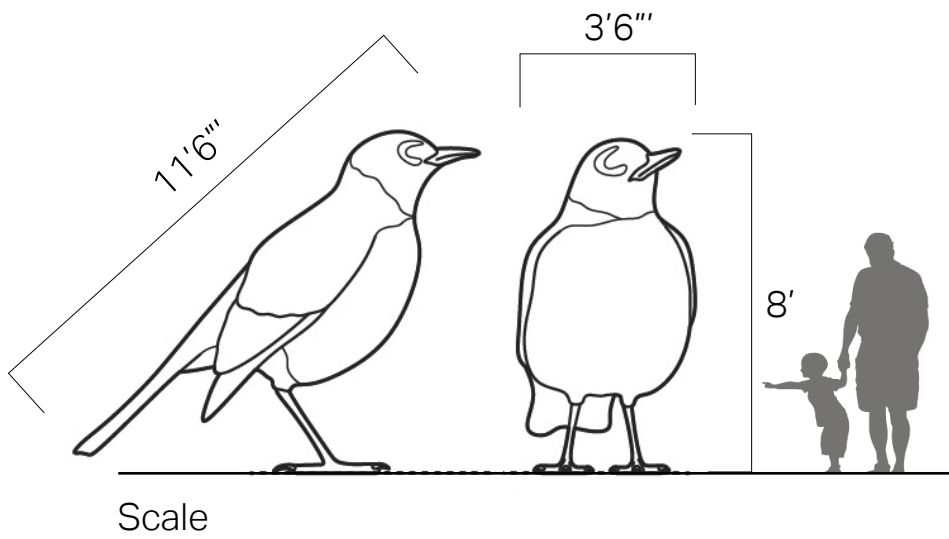
Cheerio

Cheerio is a sculpture that is built in three parts and meant to be a welcoming reveal as visitors enter Hawthorne and the depot.

The first “Robin” sits on a perch at the entry to Hawthorne and looks to be peeking around the corner at the incoming traffic- a tentative “Hello”.

The second “Robin” is comfortably seated at the second vertical egress of the parking garage and the bus entrance to the depot- it’s beak pointing the general direction vehicular traffic should flow.

The third robin is a trio of “Robin’s eggs” that double as seating inside the depot itself.



Cheerio
State Street Campus Garage Public Art Concepts
February 17, 2026

FORMAL DIRECTION

Cheerio

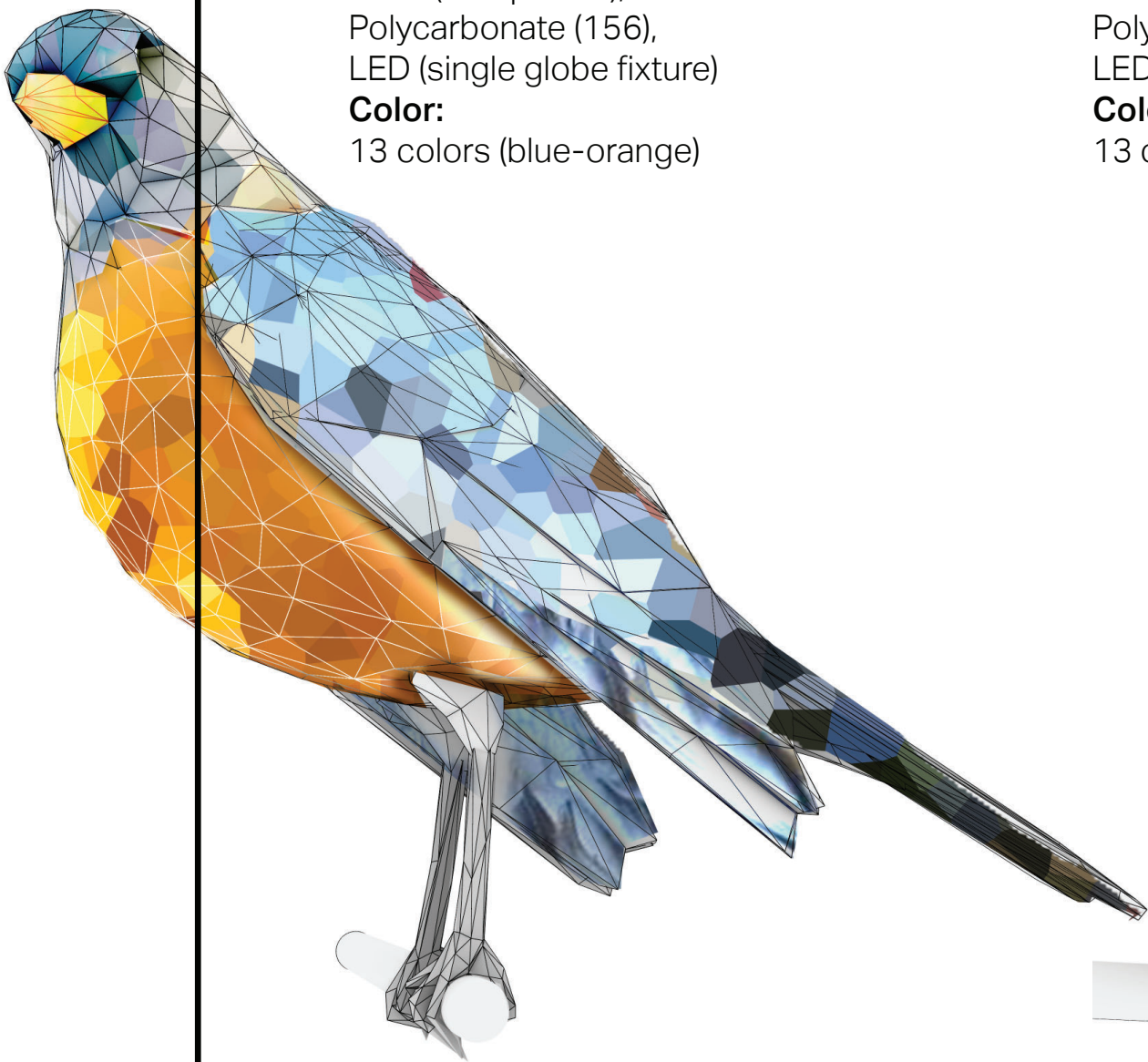
The “Robins” are scaled to approximately 15x the size of an actual robin. The first Robin is approximately 25’ up in the air and positioned as if it is looking around the corner at incoming traffic. The second Robin, sits above where the buses turn in, and looks as if settling in for a nap. The last three Robins are still in their eggs, and provide a place for visitors to perch while waiting for the buses.

Fabrication and construction methodology: Robins are created through a stainless steel armature and an exterior surface made from 16 gauge Stainless Steel. The Chest of each robin is made from approximately 175 red translucent polycarbonate panels so that when the internal LED fixture is turned on, the red breast of the Robin glows red with hints of white along the wings (Red+White)

Each Robin has a light (airplane-like) internal structure welded to an 8” structural tube that is mounted via anchors to the egress tower’s structure.



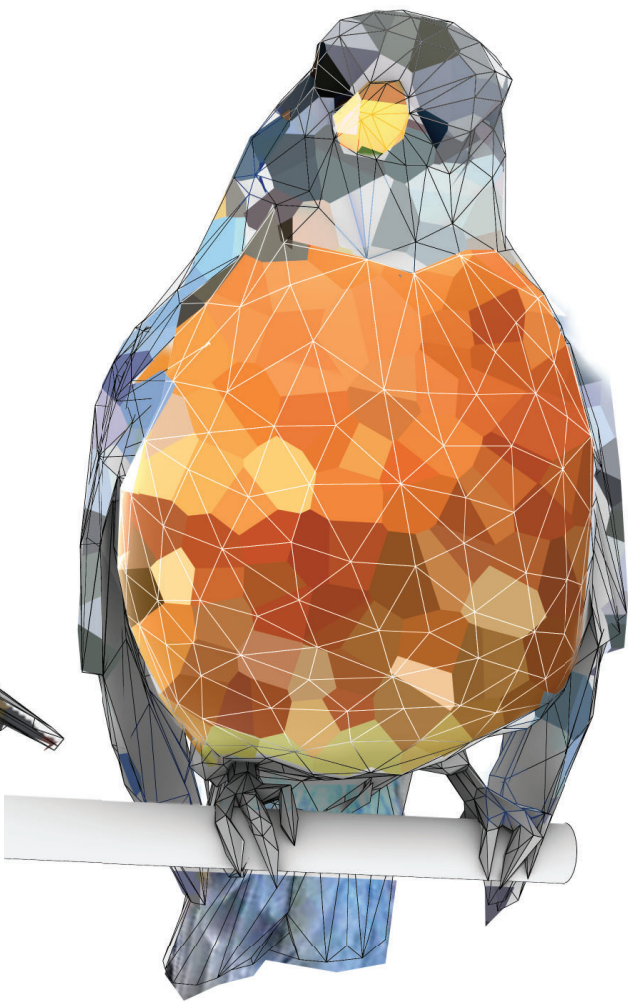
Construction Methodology tested and resolved on two pieces currently in Production (*Star* for Boston Children’s Hospital, and *Forest Stories* for the city of Burlington, Vermont)



ROBIN 2 (Summer)

ROBIN 2 (Summer)

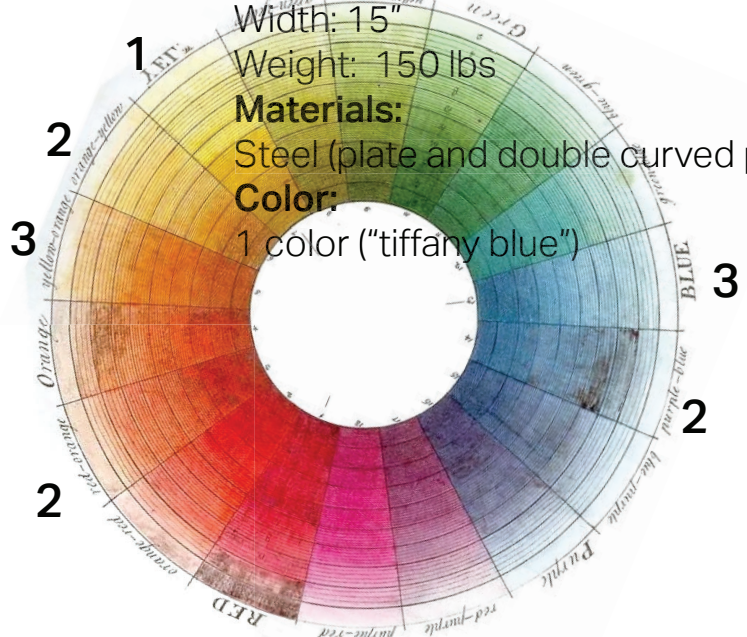
Dimensions:
Height: 11’ (standing)
Width: 15’3” (Wingspan)
Length (tip tot tail): 11’6”
Body Width: 3’6”
Weight: 232 lbs
Materials:
Steel (982 panels),
Polycarbonate (156),
LED (single globe fixture)
Color:
13 colors (blue-orange)



ROBIN 3 (WINTER)

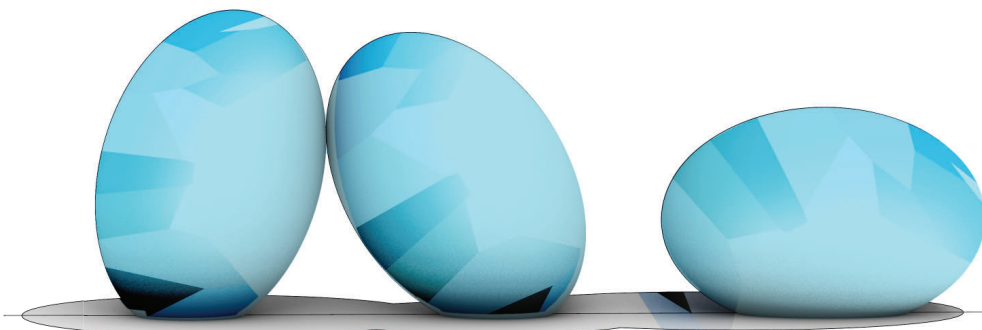
ROBIN 3 (Winter)

Dimensions:
Height: 9’ (sitting)
Width: 15’3” (Wingspan)
Length (tip tot tail): 11’6”
Body Width: 5’8”
Weight: 206 lbs
Materials:
Steel (973 panels),
Polycarbonate (166),
LED (single globe fixture)
Color:
13 colors (blue-orange)



Robin 1,2,&3 (Spring)

Dimensions:
Height: approximately 16”
Length: 50”
Width: 15”
Weight: 150 lbs
Materials:
Steel (plate and double curved panels),
Color:
1 color (“tiffany blue”)



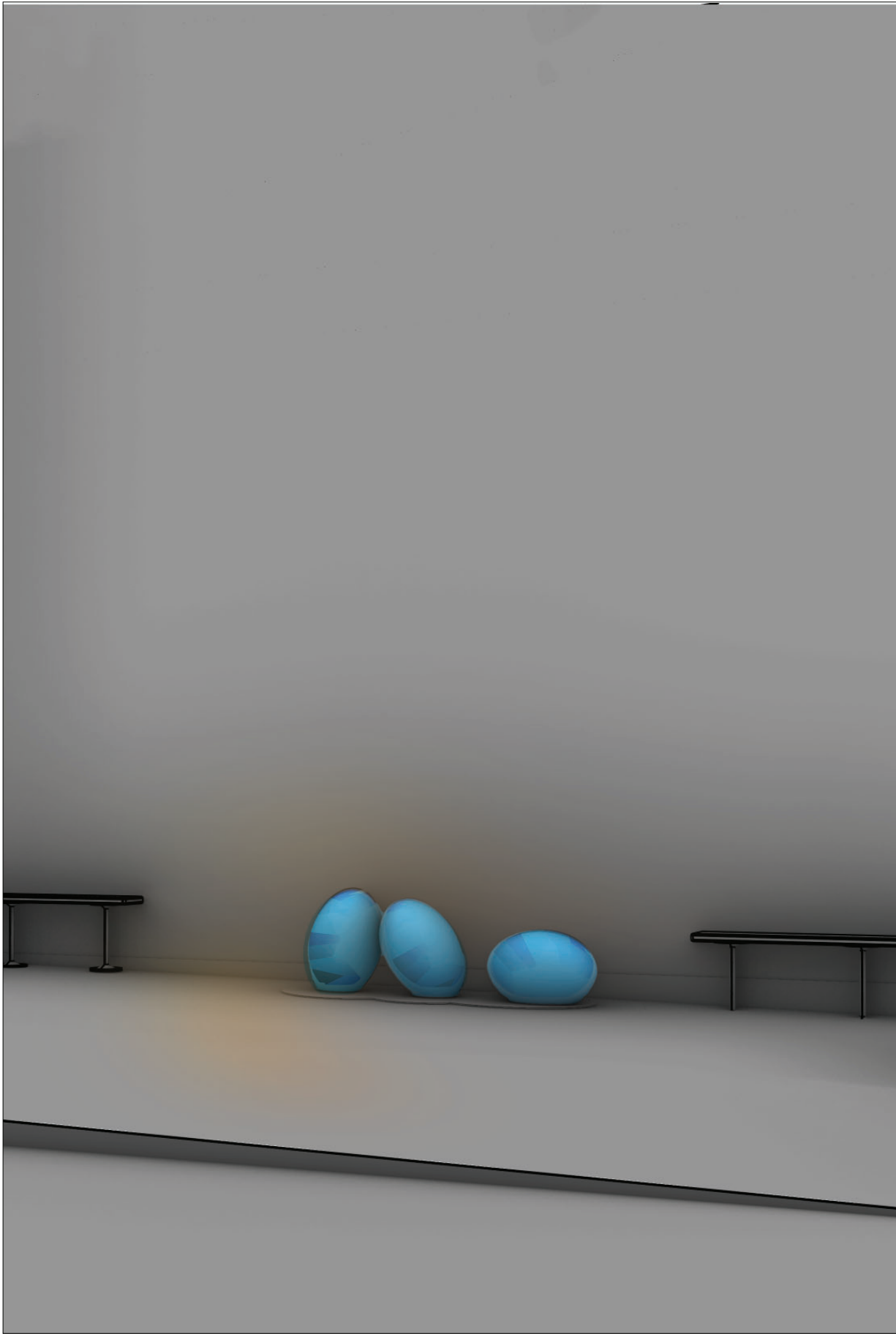
ROBIN 1, 2, and 3 (SPRING)

RENDERING
Cheerio (day)



Cheerio
State Street Campus Garage Public Art Concepts
February 17, 2026

RENDERING
Cheerio (night)



Cheerio
State Street Campus Garage Public Art Concepts
February 17, 2026

PRELIMINARY BUDGET+SCHEDULE+NARRATIVE

NARRATIVE:

Cheerio is a sculpture that creates 2 city-sized, sculptural versions of the American Robin, Wisconsin’s State bird perched on Hawthorne to help in way-finding as well as to “greet” bus and pedestrians entering the depot. 3 robin’s egg-shaped seating elements can be found safe and warm inside the depot. At night, the Robin’s red breast glows from perforations made during construction, as do the tips of their wings.

Fabricated using a stainless steel armature, concrete anchors, polycarbonate sheets and IP65 rated LED fixtures.

The sculpture is built to withstand public interaction and Wisconsin weather. Anticipated maintenance is periodic replacement of LED fixtures (every 10 years), periodic cleaning, and yearly inspection.

PRELIMINARY SCULPTURE BUDGET:

- DESIGN+ENGINEERING \$32,000
(Includes presentation, community engagement, artist fees)
- FABRICATION: \$218,000
(includes transportation ,insurance, stainless steel+polycarbonate construction, Duranar/sim paint/finish)
- LIGHTING: \$15,000
(internally lit with LED fixtures)
- INSTALLATION: \$50,000
- CONTINGENCY: \$5,000

NOTE: permits, if necessary, are not included in preliminary budget

PRELIMINARY SCHEDULE

- Design Development/Construction/
Fabrication Drawings: 3-5 months
- Fabrication: 5-6 months
- Installation of footing/connection posts (1-2 days)
- Installation of Sculpture: 5 days



Cheerio
State Street Campus Garage Public Art Concepts
February 17, 2026



Jason Klimoski

ABOUT

StudioKCA, is a diverse, multidisciplinary art and design studio based in Brooklyn, NY founded by Jason Klimoski and Lesley Chang in 2012. They are a group of architects, artists, lighting designers, and fabricators who spend their time and energy in the pursuit of building meaningful objects and experiences for public spaces and events, with the hope that visitors are inspired to explore the world and have a positive impact on it. Their work ranges in scale and complexity from large pavilions and sculptures, to information kiosks, and even table lamps and chandeliers. Working collaboratively with clients and community leaders, they create iconic pieces that respond to their site and program requirements in thoughtful and thought provoking ways. Many of their creations explore the use of materials in unconventional ways focused on nature, science, consumption, conservation, and community. Their work has been showcased in many international magazines and television programs, and has shown in 5 countries, and 3 museums. Clients are private companies, individuals, and governments ad government agencies including NASA, ESA (European Space Agency), Boston Children’s Hospital in Boston, MA, Canary Wharf Group in London, England, The Freyer Newman center in Denver Colorado, Patricia Reser Center for rthe Performing Arts in Beaverton, Oregon, the City of Bruges Belgium, the City of Kaohsiung Taiwan, the City of Ottawa, Canada; the City of New York, the City of Oklahoma City, and the City of Olathe Kansas.

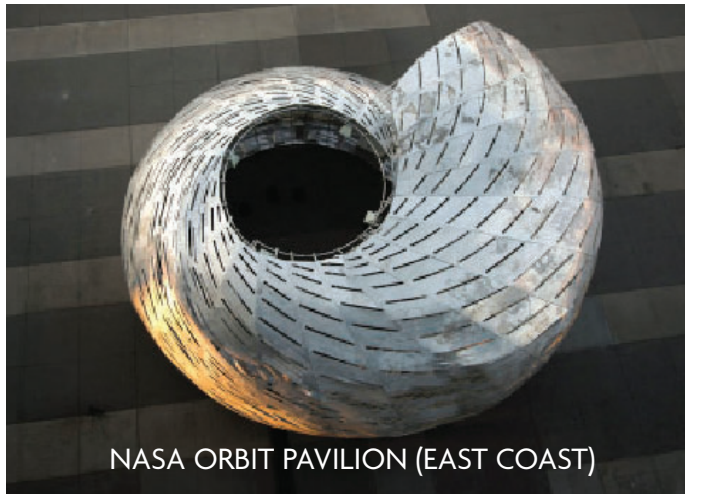
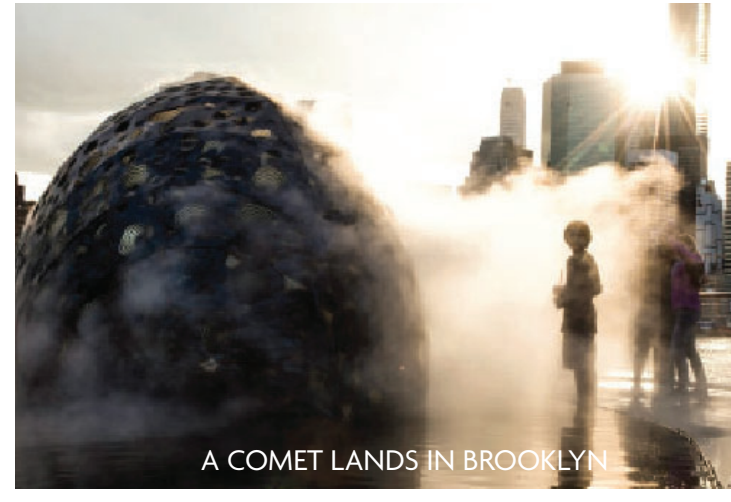
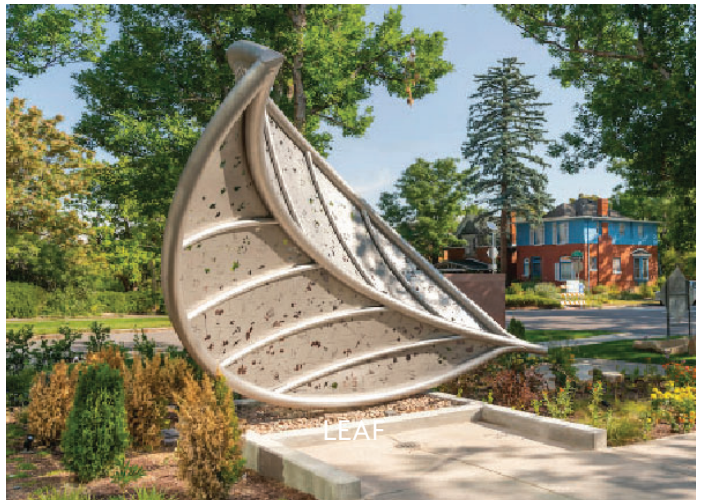
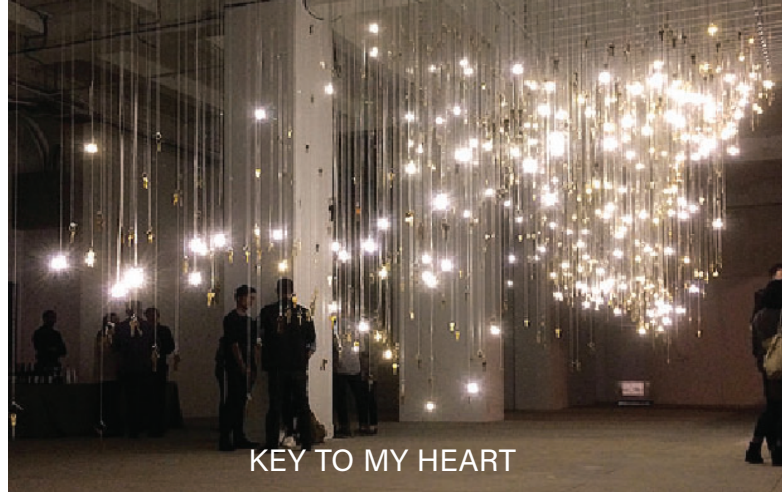
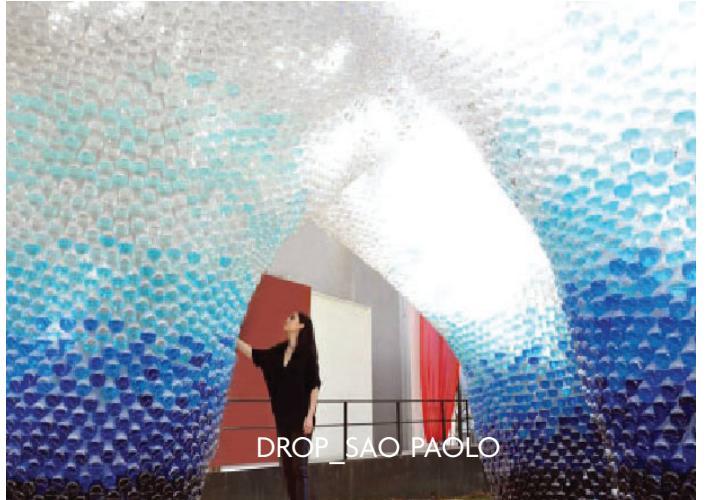


Lesley Chang

SELECT COMMISSIONED PUBLIC ART

“Tomorrow Today”, Ramapo, New Jersey (2026), “Interstellar Influencer (make an impact)” Alexandria, Virginia (2025); “Whale on the Wharf”, Canary Wharf, London (2025); ‘First Impressions’, Town Branch Park, Lexington, KY (2025); “Star”, Boston, MA (2025-Forthcoming); “Forest Stories”, Burlington, VT (2025-Forthcoming); “Vanier Gateway” Ottawa, Canada (2024) “Upon Reflection”, Toledo, Ohio (2023); ‘Taking Flight’, City of Oklahoma City, OK; (2022); Whale in Love, Kaohsuing, Taiwan (2020); ‘Leaf’, Denver Botanic Gardens Freyer-Newman Center, City of Denver, CO (2020); ‘SEED’, City of Olathe, KS (2019); ‘Night and Day’, City of Hopkins, MN (2018); ‘Skyscraper (the Bruges Whale)’, City of Bruges, Belgium (2018); ‘NASA Orbit Pavilion’, The Hunting-ton Library, Art Collection, and Botanical Gardens, San Marino, CA (2016); ‘Firefly’, The Gray Hotel, Chicago, IL, ‘NASA Orbit Pavilion’, Intrepid Sea, Air and Space Museum, New York, NY (2015); ‘NASA Orbit Pavilion’, New York University, New York, NY (2015); ‘Metamorphosis’, The Exploratorium Museum, San Francisco, CA (2015); ‘Key to My Heart’, 120 Wall Street, New York, NY (2014); ‘A Comet Lands in Brooklyn (Rosetta)’, Brooklyn Bridge Park, Brooklyn, NY (2014); ‘Drop’, Jockey Club, Sao Paulo, Brazil (2014); ‘Head in the Clouds’, Governors Island, New York, NY (2013).

Link to digital portfolio: www.studiokca.com





State Street Garage Installation

State Street Campus Garage
Westport, Wisconsin 53518

CR-26042

CALCULATION REPORT

JULY 17, 2026

REVISION	DESCRIPTION	ISSUED BY	DATE	CHECKED BY
00	Structural Calculation Report – DD100 Permit	JCM	07/17/2026	CGF

PROJECT TEAM

Jamie Cooper
Carl Fosholt

**SIGNING ENGINEER
SIGNATURE**

Nathaniel Stanton PE

**DATE**

July 17, 2026

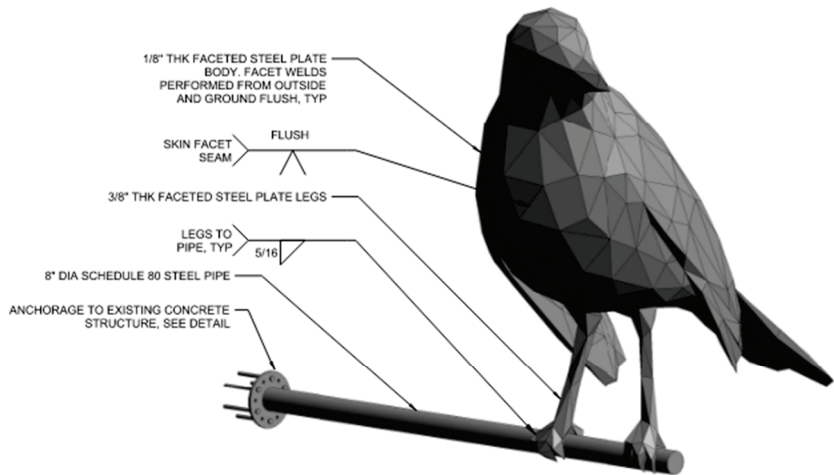
This report has been prepared for the sole benefit, use and information of the State Street Garage Installation project for the purposes set out in the report or instructions commissioning it. The liability of CRAFT Engineering Studio, PLLC with respect to the information contained in this report will not extend to any third party.

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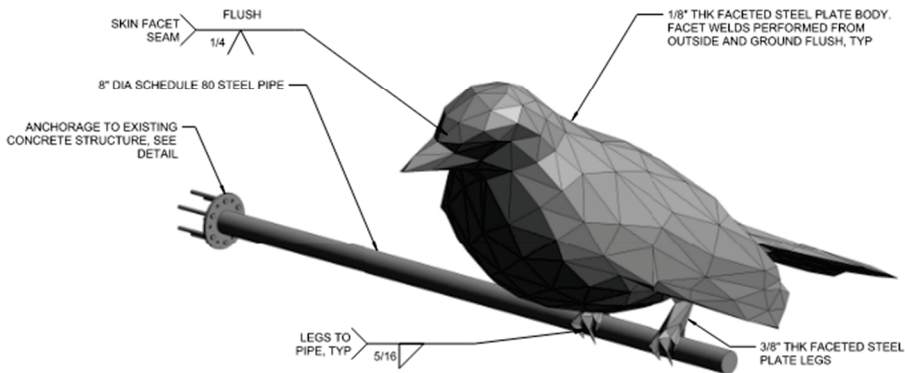
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1 INTRODUCTION

The State Street Garage Installation involves the design of the structural elements of an art installation to be located at the above noted address. The installation involves two metal robins supported by a fabricated metal perch as well as a series of three metal eggs to be located on the ground. The robins are fabricated from fully welded thin steel faceted plates, fully welded to a steel pipe tree branch which anchors to the existing parking garage structure.



01 TALL BIRD - AXONOMETRIC VIEW



04 SHORT BIRD - AXONOMETRIC VIEW

Figure 1-1: Structural Axon Summary of Tall Bird (Top) and Short Bird (Bottom)

2 DESIGN STANDARDS

The structure is designed to meet or exceed the minimum requirements of the following reference standards, as modified by the Building Code:

Local Building Code	2021 Wisconsin State Building Code
IBC Reference	2021 International Building Code (with amendments)

The standards listed below are based on references listed in Chapter 35 of the 2021 International Building Code. Please check Local Jurisdiction Building Code for exclusions or changes.

Steel	AISC: "Steel Construction Manual" Fifteenth Edition, 2017 , by American Institute of Steel Construction AISC "Specification for Structural Joints using ASTM A325 or A490"
Welding	AWS D1.1/D 1.1M-18: "Structural Welding Code - Steel" by American Welding Society
Concrete	ACI 318-19: "Building Code Requirements for Reinforced Concrete" 2019, by the American Concrete Institute
Design Loads	ASCE 7-16 : "Minimum Design Loads for Buildings and Other Structures" 2016, by American Society of Civil Engineers

3 REFERENCE DOCUMENTS

The documents listed below were used as reference for the calculations provided in this document.

Rhino Model	Concept Model by StudioKCA
Structural Drawings	Existing Parking Structure, Dated 10/2/2023, by Pierce Engineers

4 MATERIALS

The materials listed in this section are the preferred materials/grades/sizes for design and analysis purposes. See the Drawings and Specifications for the project requirements for construction.

4.1 Structural Steel

Section	Material Specification	Fy (ksi)	Fu (ksi)	Shape Reference
Steel Pipe	ASTM A53	35	60	AISC Manual
Plates, Bars, Threaded Rods	ASTM A572	50	65	

Steel Properties:	
Density	490 pcf
Young's Modulus	$E = 29 \times 10^6$ psi
Poisson's Ratio	$\nu = 0.30$
Coefficient of thermal expansion	$\alpha = 6.5 \times 10^{-6}/^{\circ}\text{F}$

Shop Paint: All non-galvanized steel shall be shop painted, see Structural Notes and Project Specifications

Galvanizing: All steel exposed to exterior or moisture shall be hot dip galvanized, unless otherwise noted.

4.2 Structural Grout

Specification	Min. Compressive Strength	Notes
Non-Shrink Grout Pre-mix Type	5000 psi	Use Non-staining Grout at exposed Locations

4.3 Fasteners

Fasteners shall be in accordance with the following:

Post-Installed Anchors

Type	Product	Grade	Fy (Fu)	Diameter	Notes
Adhesive	HIT-HY 200 +HAS	ASTM F1554, Grade 55	55 ksi (75 ksi)	1"	Hilti-HY 200 Epoxy Adhesive

4.4 Welding

Material	Grade (fu)	Min. Weld Size	Certification	Notes
Steel (All)	E70xx (70 ksi)	Min. weld size to conform to AISC and AWS criteria	AWS Requirements	

4.5 Concrete

Concrete properties of the existing structure to which the sculpture is connecting are understood to be the following, obtained from the structural drawings:

Location	*f'c (psi)	Density
Columns	8,000	Normal Weight

*f'c = 28-day compressive strength of a cylinder (6"x12") in psi.

5 LOAD CASES

General design criteria for dead and live loads are given in this section.

5.1 Material Self-Weight

Dead load have been calculated using the following assumed densities:

Steel: 490 pcf

5.2 Wind Loads

Wind load data below is in accordance with ASCE 7 Chapter 29: Wind Loads on Building Appurtenances and Other Structures

Risk Category	II	Table 1.5-1, ASCE 7-16
Importance Factor, I	1.0	Table 1.5-2, ASCE 7-16
Exposure Category	D	ASCE 7 Hazard Tool
Basic Wind Speed, V	120 mph	ASCE 7 Hazard Tool
ASD Wind Speed, V_{ASD}	93 mph	
Wind Directionality Factor, K_d	0.85	Table 26.6-1, ASCE 7-16
Velocity Pressure Exposure Coefficient, K_z	1.12	Table 26.10-1, ASCE 7-16
Topographic Factor, K_{zt}	1.0	Section 26.8, ASCE 7-16
Ground Elevation Factor, K_e	1.0	Section 26.9, ASCE 7-16
Velocity Pressure, q_h	32.2 psf	EQ 26.10-1, ASCE 7-16
Gust-Effect Factor, G	0.85	Section 26.11, ASCE 7-16
Force Coefficient, C_f	1.81	Figure 29.3-1 for solid freestanding sign
Design Wind Pressure, p	49 psf	EQ 29.3-1, ASCE 7-16

5.3 Snow Loads

Design Snow Loads have been calculated in accordance with ASCE 7 and the ASCE Hazard Tool.

Ground Snow Load, p_g	30 psf	ASCE Hazard Tool
Importance Factor, I	1.0	Table 1.5-2, ASCE 7-16
Exposure	Fully Exposed	Table 7.3-1, ASCE 7-16
Exposure Factor, C_e	0.9	Table 7.3-1, ASCE 7-16
Thermal Factor, C_t	1.0	Table 7.3-2, ASCE 7-16
Flat roof snow load, p_f	21 psf	$0.7C_eC_tIsp_g$, Eq 7.3-1, ASCE 7-16

5.4 Seismic Loads

Earthquake load data below is in accordance with ASCE 7 and obtained from the site ASCE Hazard Report

1s Period Mapped Spectral Response Acceleration Parameter, S_1	0.047g	ASCE Hazard Tool
Short Period Mapped Spectral Response Acceleration Parameter, S_s	0.072g	ASCE Hazard Tool
1s Period Site Design Response Acceleration, S_{D1}	0.077g	ASCE Hazard Tool
Short Period Site Design Response Acceleration, S_{DS}	0.084g	ASCE Hazard Tool
Response Modification Factor, R	2	Table 15.4-2, ASCE 7-16, <i>Amusement Structures and Monuments</i>
Seismic Design Category	B	ASCE Hazard Tool
Seismic Site Class	D	Assumed - No Geotechnical Report Provided
Importance Factor, I	1.0	Table 1.5-2, ASCE 7-16

6 LOAD COMBINATIONS

Load combinations shall meet the specifications of ASCE-7 2016, Chapter 2.

6.1 Strength or Load and Resistance Factor Design

Reference 2.3 Load Combinations for Strength Design:

1.4D	(2.3.1-1)
1.2D + 1.6L + 0.5S	(2.3.1-2)
1.2D + 1.6S + 0.5W	(2.3.1-3)
1.2D + 1.0W + L + 0.5S	(2.3.1-4)
0.9D + 1.0W	(2.3.1-5)
1.2D + Ev + Eh + L + 0.2S	(2.3.6-6)
0.9D - Ev + Eh + L	(2.3.6-7)

6.2 Allowable Stress Design

Reference 2.4 Load Combinations for Allowable Stress Design:

D	(2.4.1-1)
D + L	(2.4.1-2)
D + S	(2.4.1-3)
D + 0.75L + 0.75S	(2.4.1-4)
D + 0.6W	(2.4.1-5)
D + 0.75L + 0.75(0.6W) + 0.75S	(2.4.1-6)
0.6D + 0.6W	(2.4.1-7)
D + 0.7Ev + 0.7Eh	(2.4.1-8)
D + 0.525Ev + 0.525Eh + 0.75L + 0.75S	(2.4.1-9)
0.6D - 0.7Ev + 0.7Eh	(2.4.1-10)

6.3 Seismic Load Effect

Reference 12.4, ASCE-7:

$$E = E_H \pm E_V$$
$$E_H = \rho F_P$$
$$E_V = 0.2S_{DS}D$$

7 PERFORMANCE CRITERIA

7.1 Drift

Drift Criteria	Allowable Drift
Sculpture Drift under Wind Load	1-1/2" total

7.2 Modal Analysis

Natural Frequency	Horizontal
Sculpture	2 Hz

8 CALCULATIONS

The calculations and results presented below are based on the assumptions and criteria presented in the previous sections. The structural performance of the sculpture is assessed utilizing finite element analysis software. This section presents the analysis results for serviceability performance and design ratios of structural component and members, which represents the worst-case deflections, utilizations, and imposed loads.

8.1 Finite Element Analysis Model Summary

The robin sculptures each consist of solid steel plate skin elements fully welded at the seams. The plates comprising the feet of each robin are fully fixed at their bottom edges, representing the full weld to the steel cantilever pipe support, analyzed independently at this stage of design.

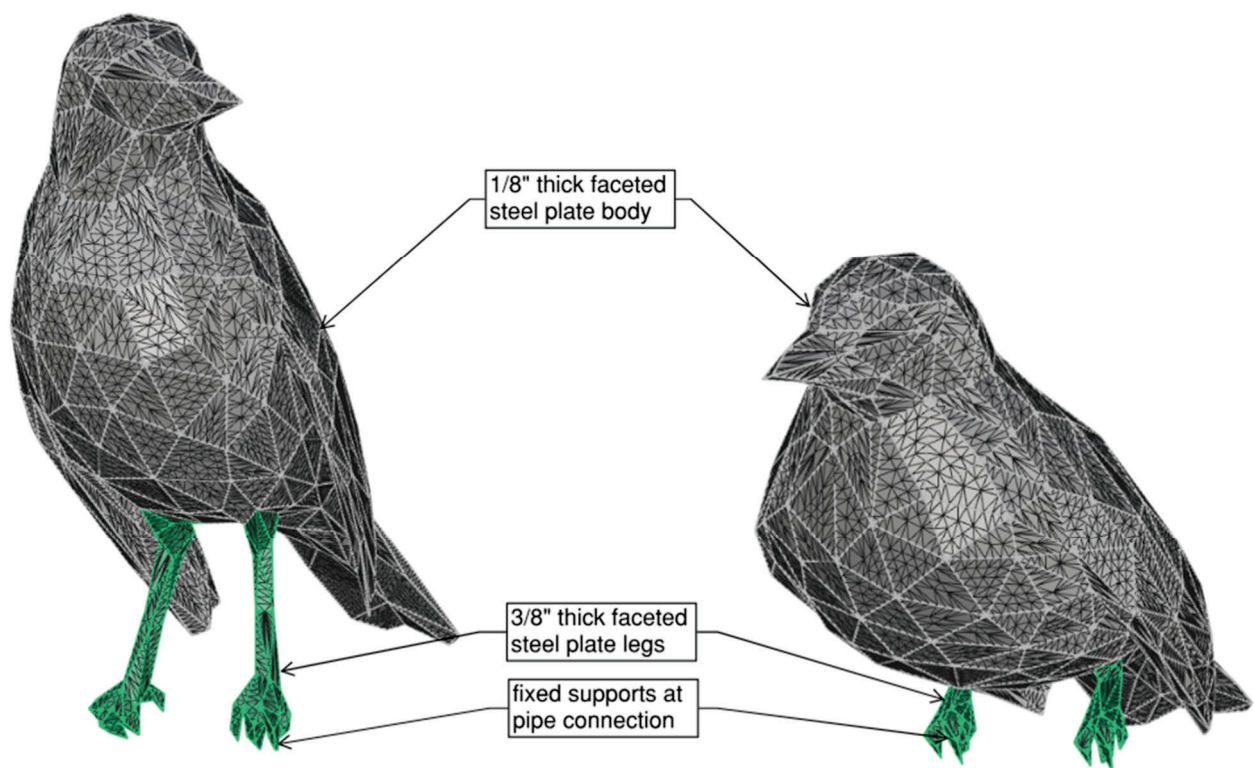


Figure 8-1: FEA Model Summary of Tall Bird (Left) and Short Bird (Right)

8.2 Deflection

The maximum deflections of the two sculptures were limited to less than 1-1/4", occurring at the head of both birds due to global rocking induced by wind load.

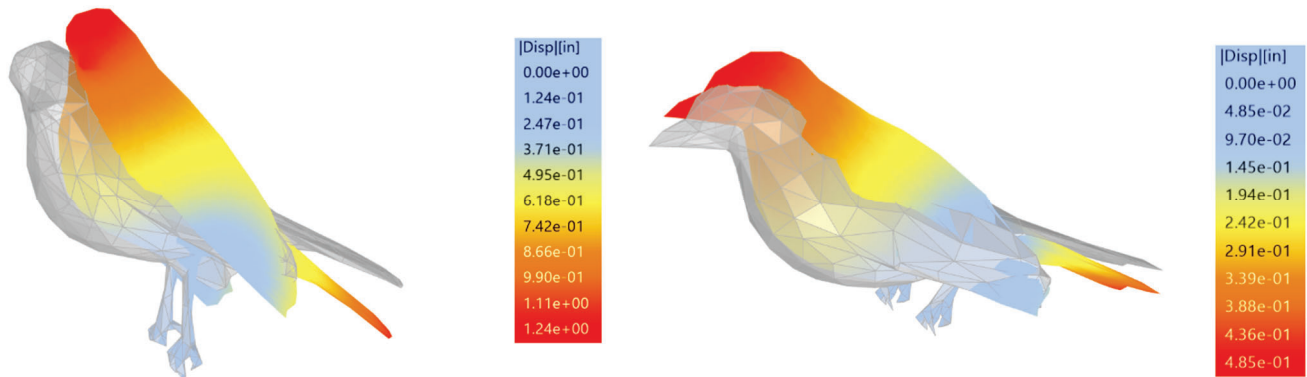


Figure 8-2: Displacement Contours for the Taller Bird (Left) and Shorter Bird (Right)

8.3 Stress

The maximum allowable Von Mises stress for 50ksi steel is limited to 0.6Fy or 30ksi when considering an ASD load level general stress evaluation. The controlling case for stress in the taller bird, D+0.6Wx, yields a maximum stress of 29.4ksi in the legs as they resist moment from backwards rocking due to wind. The controlling case for stress in the shorter bird, D+0.6Wy, yields a maximum stress of 19ksi in the transition from the body to legs as the two legs form a portal frame to resist moment from sideways rocking due to wind.

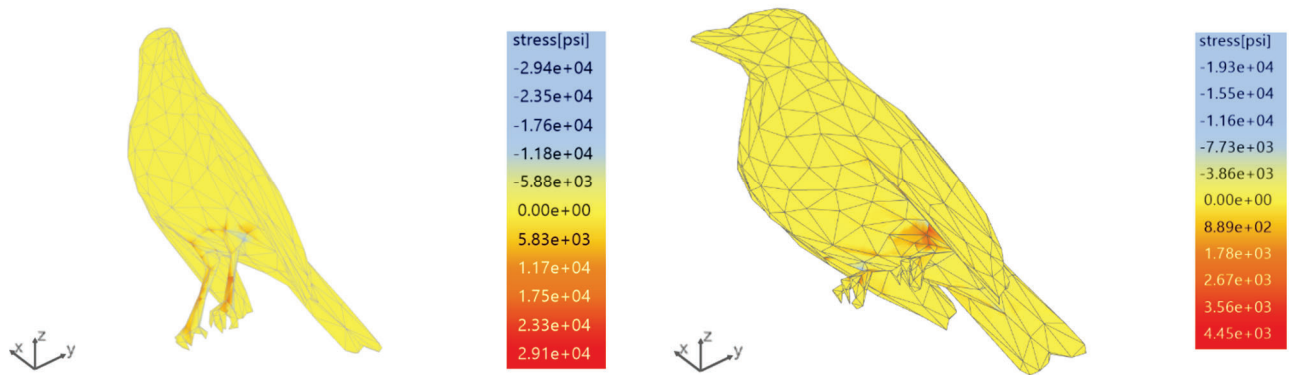


Figure 8-3: Stress Contours for the Taller Bird (Left) and Shorter Bird (Right)

8.4 Natural Frequency

The natural frequency of the structure is evaluated to ensure a minimum value above 2Hz to avoid harmonic resonance from wind gusts. The results of the first mode frequencies are noted below.

Sculpture	First Mode Fundamental Frequency
Tall Robin	4.72 Hz
Short Robin	5.93Hz

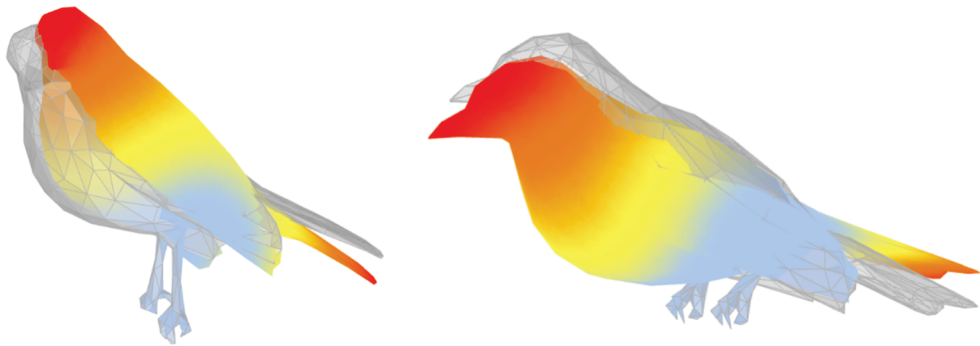


Figure 8-4: First Mode Frequency Displacement Contours. Tall Robin (Left) and Short Robin (Right)

8.5 Metal Cantilever Support Pipe

The metal pipe cantilever support is analyzed at this stage of design as a cantilever beam with the reactions of the bird studies applied as a single point load. Final size of the pipe to be coordinated with building engineer and fabricator in a future phase. The results of the preliminary cantilever study are the following:

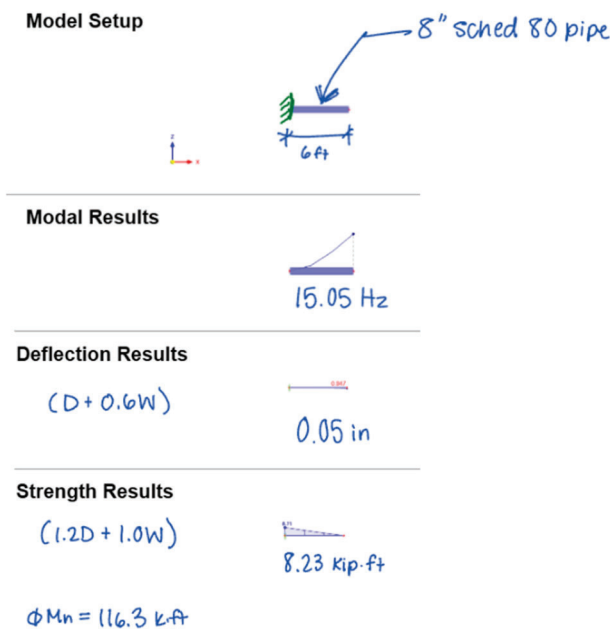
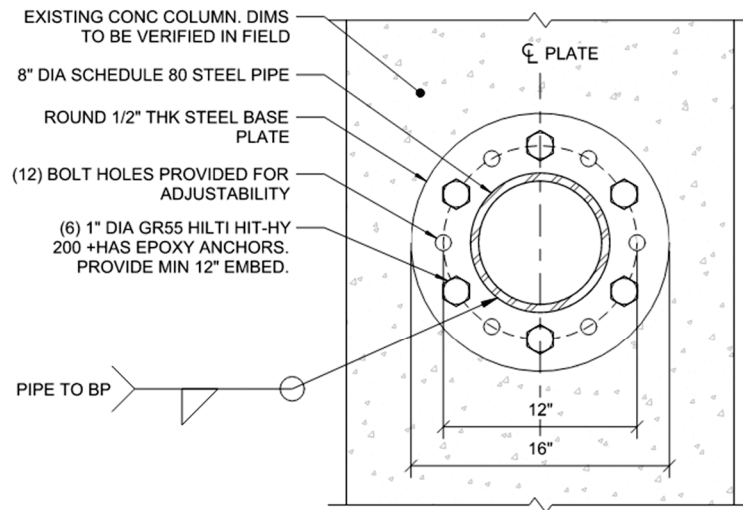


Figure 8-5: Cantilever Pipe Analysis Summary

8.6 Connections

Anchorage calculations to the existing concrete parking structure were performed using the worst-case reaction loads and are summarized below.



NOTES:

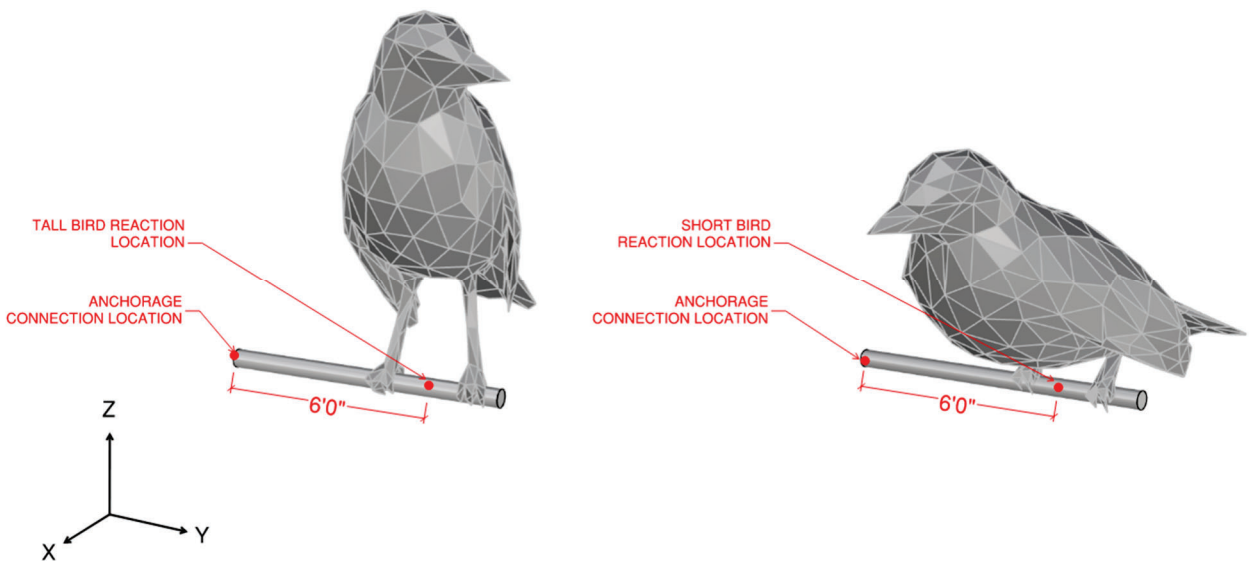
1. CONTRACTOR SHALL SCAN AND AVOID EXISTING REBAR PRIOR TO DRILLING
2. CONTRACTOR TO SEQUENCE INSTALLATION TO PLACE TOP CENTER ANCHOR FIRST. INSTALL REMAINING ANCHORS IN EVERY SECOND HOLE AS SHOWN ABOVE. OTHER BOLT HOLES MAY BE UTILIZED IF NECESSARY TO AVOID EXISTING REBAR

Figure 8-6: End Plate Detail

9 LOADS IMPOSED

The loads imposed used for determining the anchorage requirements consider unfactored dead and wind loads only at the current stage of design and are summarized below.

All reactions are provided as unfactored loads with the exception of the vertical direction, loads may be applied in either direction.



	Fx (lb)			Fy (lb)			Fz (lb)		
	DL	Wx	Wy	DL	Wx	Wy	DL	Wx	Wy
TALL BIRD	0	500	0	0	0	750	1050	0	0
SHORT BIRD	0	600	0	0	0	750	900	0	0

	Mx (lb-ft)			My (lb-ft)			Mz (lb-ft)		
	DL	Wx	Wy	DL	Wx	Wy	DL	Wx	Wy
TALL BIRD	0	0	1800	0	1200	0	0	0	0
SHORT BIRD	0	0	1200	0	900	0	0	0	0

Figure 9-1: Loads Imposed

10 APPENDIX

TBD

General

- These notes are to be read in conjunction with these drawings. In the event of conflict between the information on the drawings and these notes, the more stringent requirements shall govern.
- Contractor shall verify all dimensions and existing conditions before beginning work. Check with electrical and mechanical contractors for conduits, pipe sleeves, etc., to be embedded in concrete, and masonry. Contractor shall take field measurements and be responsible for same.
- It is the contractor's responsibility to provide adequate shoring and bracing during construction to account for all forces, including but not limited to; forces from gravity, earth, wind, and unbalanced forces due to construction sequence.
- For conditions not expressly shown use details shown for obviously similar conditions.
- No openings shall be made in any structural member unless specifically shown on the structural drawings or unless approved in writing by the Structural Engineer.
- Reproductions, in whole or in part, of Engineer's design documents, shall not be used as shop drawing plans and/or details.

Design

- The design of the structure is in accordance with the 2021 Wisconsin Building Code, Latest Edition
- Warning:** The structural integrity of the building shown on these plans is dependent upon completion according to plans and specifications. Structural members are not self-bracing and shall be shored and/or braced by the contractor as necessary until stabilized by virtue of completed connections.

Loads

- Wind Loads:
 - A. Ultimate Wind Speed: 107 MPH
 - B. Exposure Category: D
 - C. Importance Factor: 1.0
- Snow Loads:
 - A. Ground Snow Load (Pg): 30 PSF
 - B. Exposure Factor (Ce): 0.9
 - C. Thermal Factor (Ct): 1.0
 - D. Importance Factor (I): 1.0
- Earthquake Loads:
 - A. Ss: 0.072g
 - B. S1: 0.047g
 - C. Seismic Design Category: A
 - D. Seismic Site Class: D
 - E. Importance Factor (I): 1.0

Performance Criteria

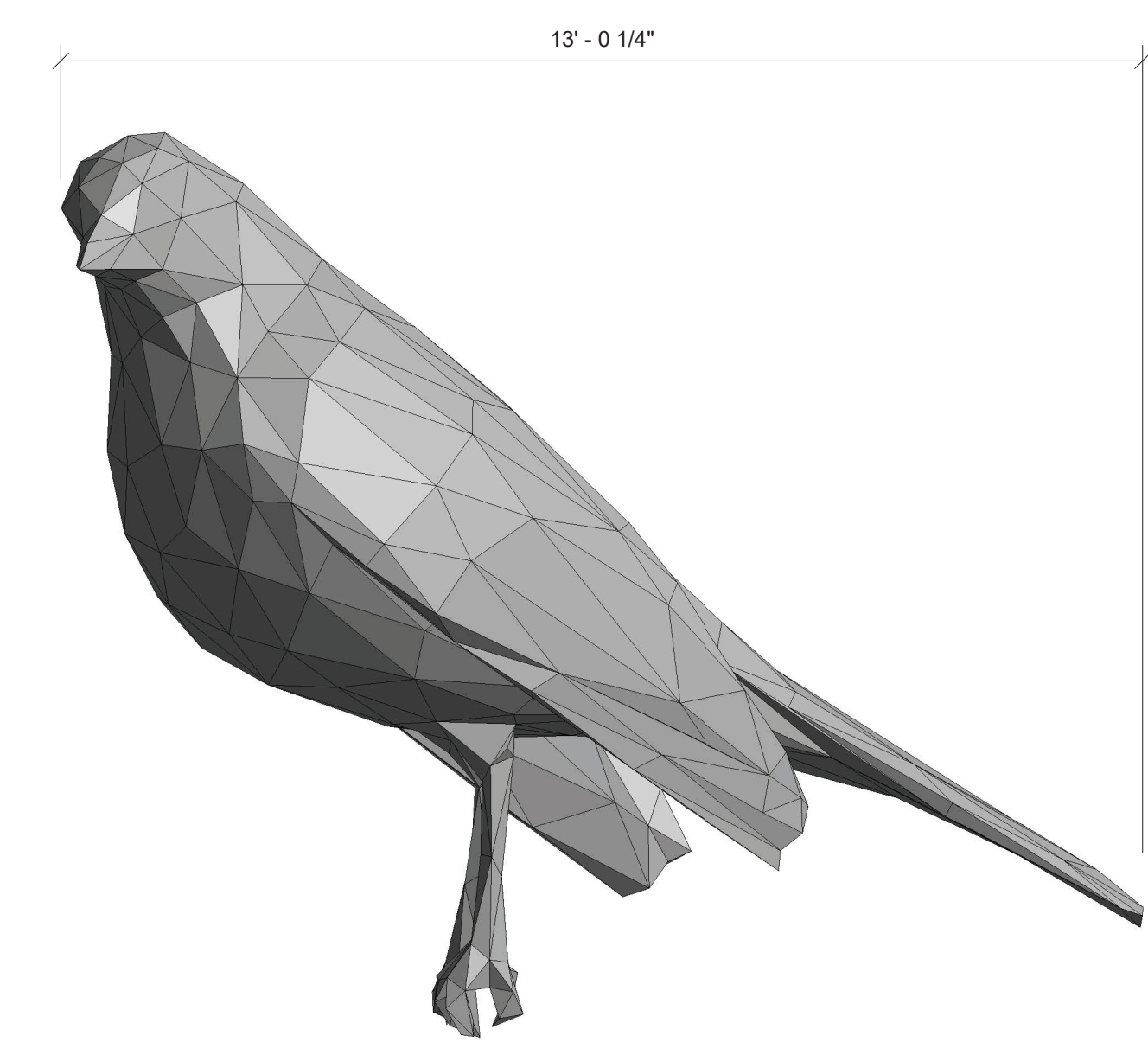
- Sculpture Sway/Drift 1-1/2" maximum

Structural Steel

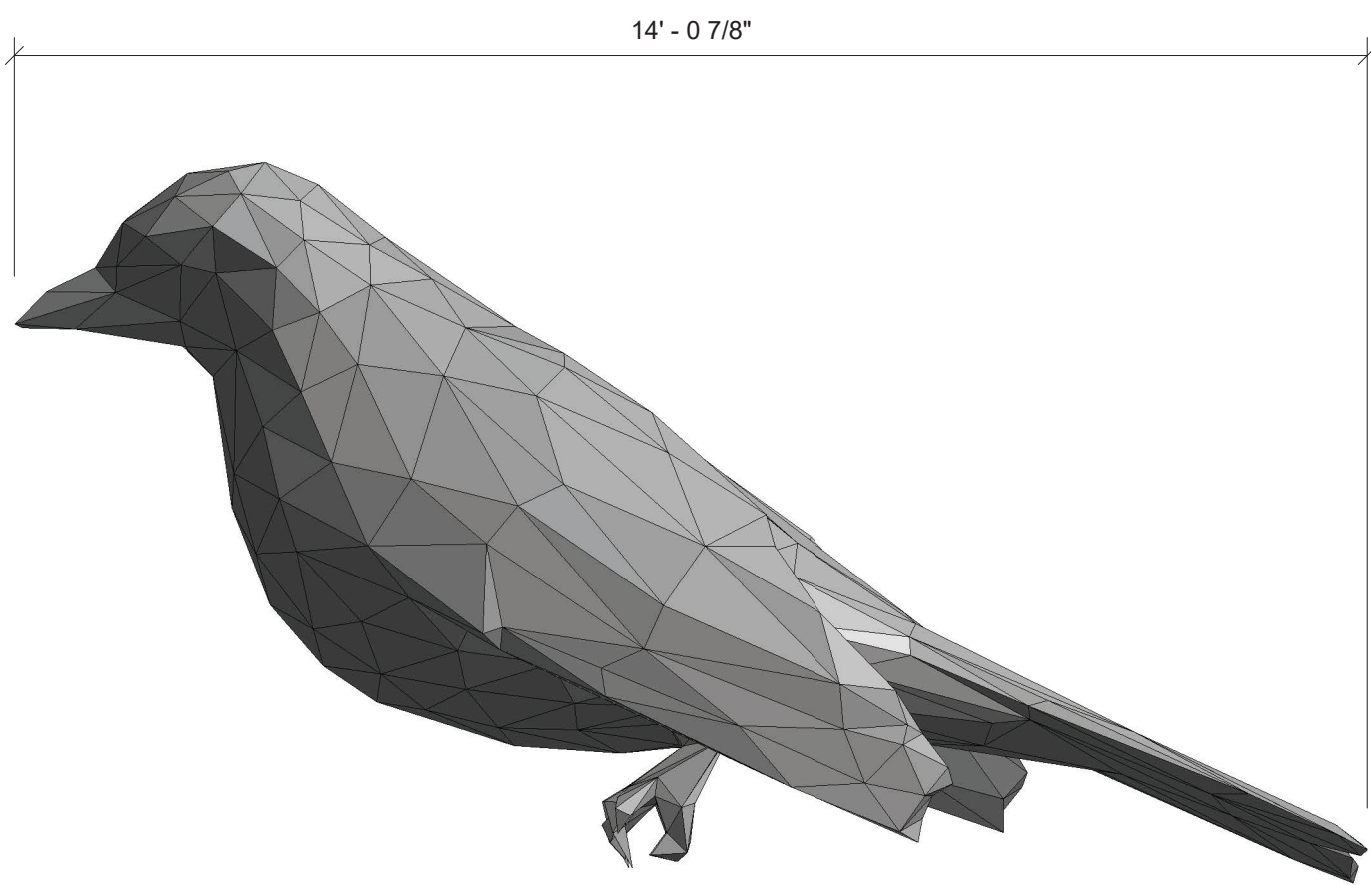
- All structural steel work shall conform to A.I.S.C., "Specification for Structural Steel Buildings," and A.I.S.C., "Code of Standard Practice for Steel Buildings and Bridges", Latest Editions.
- Structural steel shall conform to the latest edition of the following ASTM designations:
 - A. Structural steel shapes, except bars and plates: A-992 Grade 50 having a minimum yield strength of 50 ksi or A-572, Grade 50 having a minimum yield strength of 50 ksi unless noted otherwise on the plans.
 - B. Steel bars and plates shall be ASTM A-572 Grade 50. (Fy=50 ksi).
 - C. Hollow Structural Sections (Rectangular, Square and Round) - A500, Grade B having a minimum yield strength of 46 ksi (Rectangular and Square) or 42 ksi (Round).
 - D. Steel Pipe - A-501 having a minimum yield strength of 36 ksi or A-53 Grade B type E or S having a minimum yield strength of 35 ksi.
- Bolts shall conform to the following ASTM designation, latest edition: anchor rods - F1554, Grade 55 unless noted otherwise on the drawings. All bolts shall be snug tight unless noted slip critical or S. C. on plans unless otherwise noted. All bolts that carry loads in tension shall be fully pretensioned. All bolted moment connections should use slip critical bolts with Class A faying surface.
- All anchor rods shall be 1" diameter, open holes 17/16" diameter, unless otherwise shown or noted. Use high strength bolts for steel framing connections.
- All welding electrodes shall conform to the E-70 series of the specification for mild steel arc welding electrodes ASTM A233, latest edition.
- All welding shall be done by certified, licensed welders and shall be in conformance with the structural welding code of the American Welding Society ANSI/AWS D1.1-latest edition.
- No penetrations are permitted through structural steel members unless indicated on structural drawings or approved by Engineer.
- Approval of the engineer shall be mandatory for the use of cutting torch in the field.
- All grout under steel plates shall be non-shrink "pre-mix" type and shall have a minimum compressive strength of 5,000 psi, tested in accordance with concrete specifications. Use non-staining grout at exposed locations.
- All structural steel shall be painted with one shop-applied coat of rust inhibiting primer after surface preparation by SSPC 3 "power tool cleaning", unless noted otherwise. Do not paint portions of steel members that are to receive spray-on fireproofing, nor surfaces to receive welded shear studs. Steel structure that is permanently exposed on the exterior shall be hot dip galvanized according to ASTM A123.
- Reproductions, in whole or in part, of Engineer's design documents, shall not be used as shop drawing plans and/or details.

Field Drilled Adhesive Anchors

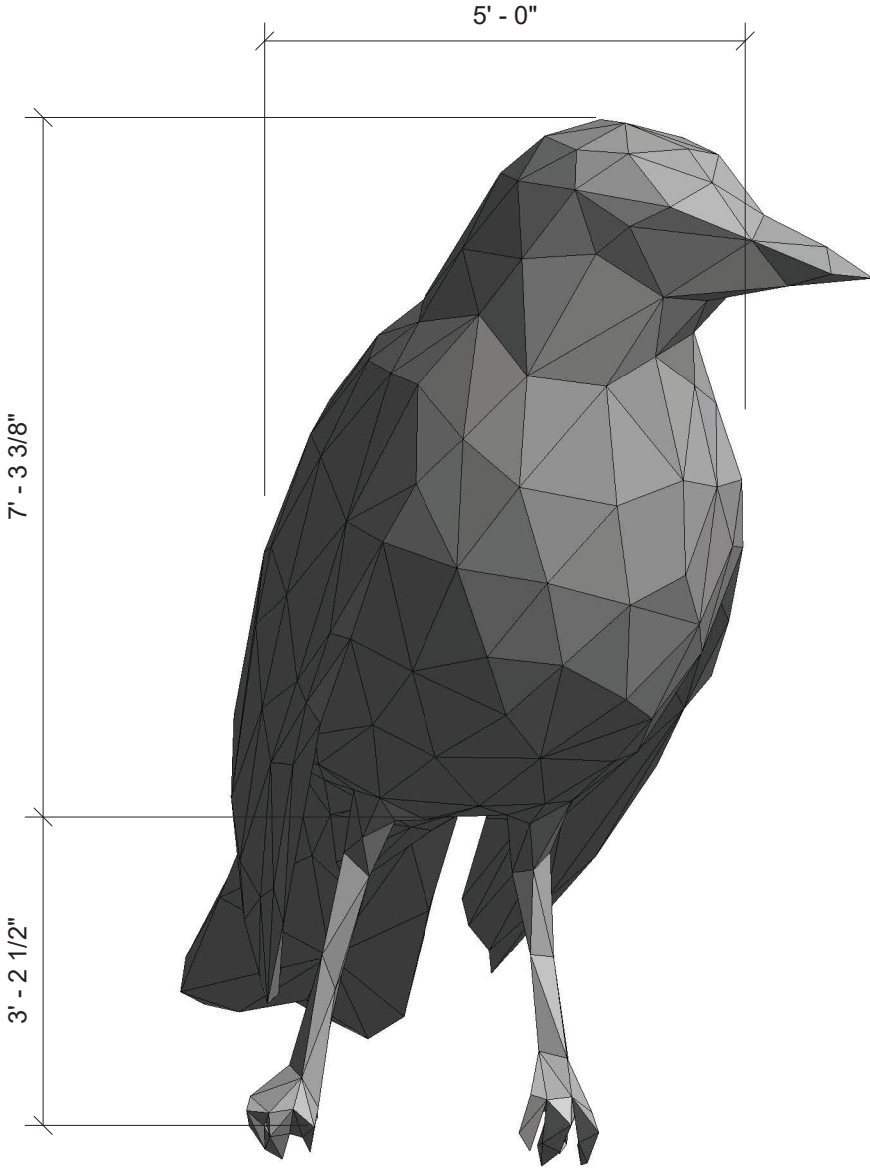
- Field drilled adhesive bolts shall be Hilti HVA or H.I.T. System Adhesive Anchors as manufactured by HILTI Fastening Systems, Inc., or ITW Ramse/Redhead, Powers Fasteners, or Simpson Strong-Tie Anchor Systems equivalents.
- Anchors shall be installed per contract documents and per manufacturer's recommendations in coordination with special testing by an independent testing agency. Where the provisions of the above referenced documents are in conflict, the most restrictive requirement shall govern.
- Do not drill through existing embedded reinforcing steel. Locate existing reinforcing steel, create templates and adjust locations of holes in members being attached to clear existing embedded reinforcing.
- Do not exceed minimum or maximum bolt spacings or edge distance shown on the manufacturer's literature.
- All abandoned holes drilled in the concrete shall be completely filled with epoxy.
- Typically, holes in connection plates shall be no more than 1/16" larger than the adhesive anchor rod diameter. If larger diameter holes are used for erection purposes the contractor must provide plate washers. Plate washers must be welded to the connection plate to transfer the load. Welding must take place after holes are drilled, but prior to adhesive installation to avoid burning the adhesive.



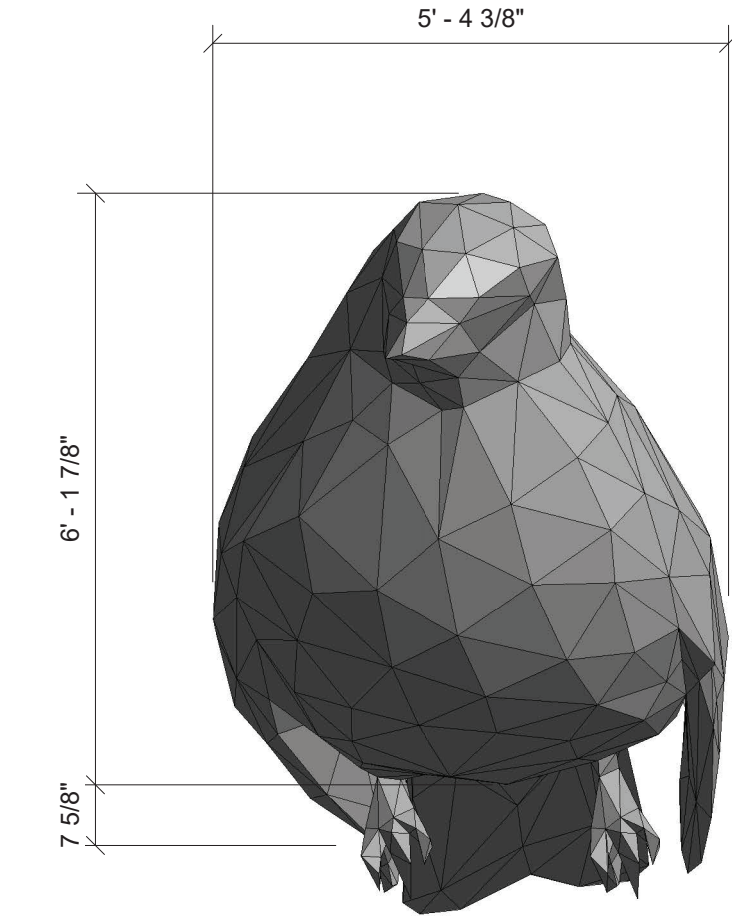
03 TALL BIRD ELEVATION - SIDE
1/2" = 1'-0"



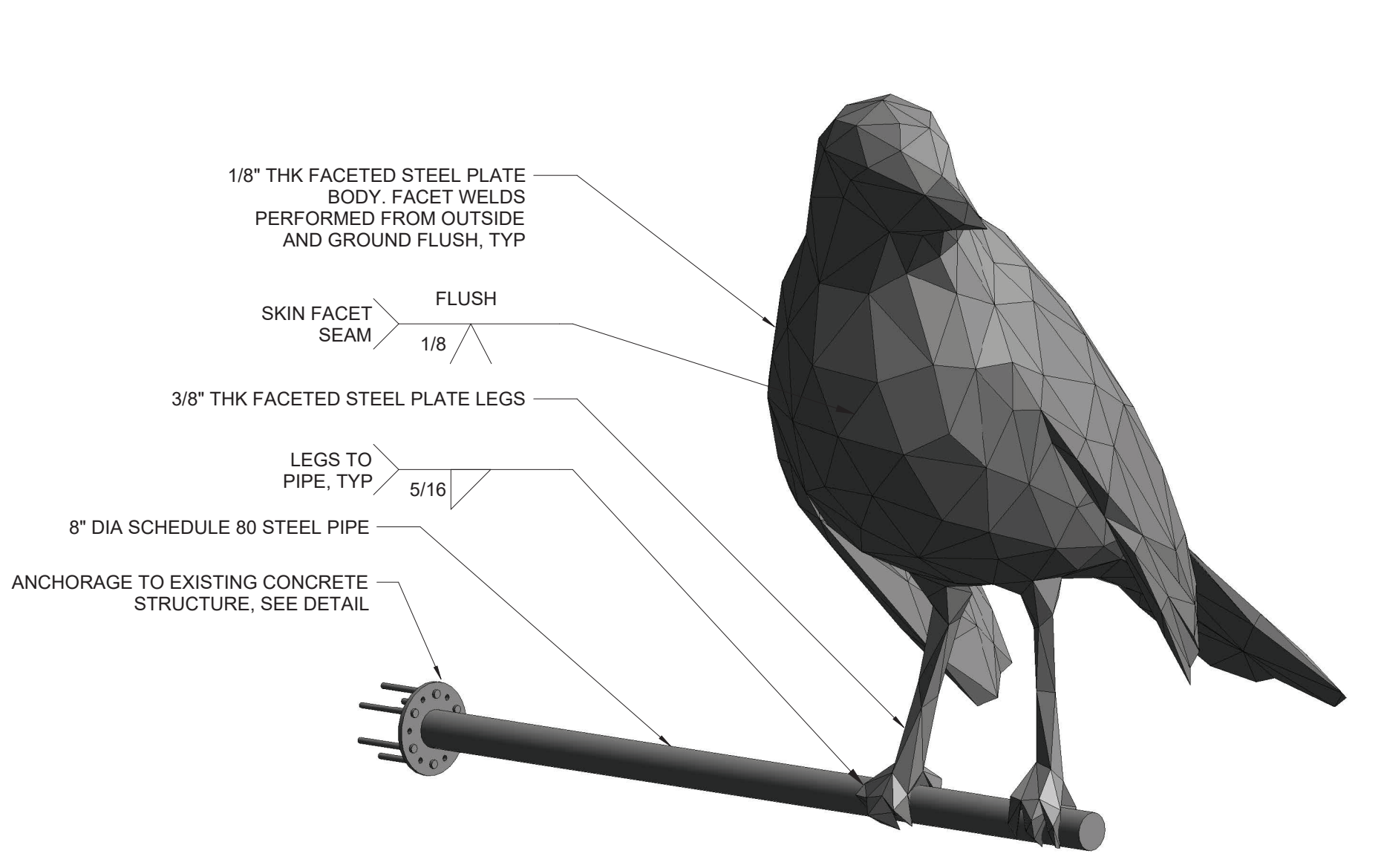
06 SHORT BIRD ELEVATION - SIDE
1/2" = 1'-0"



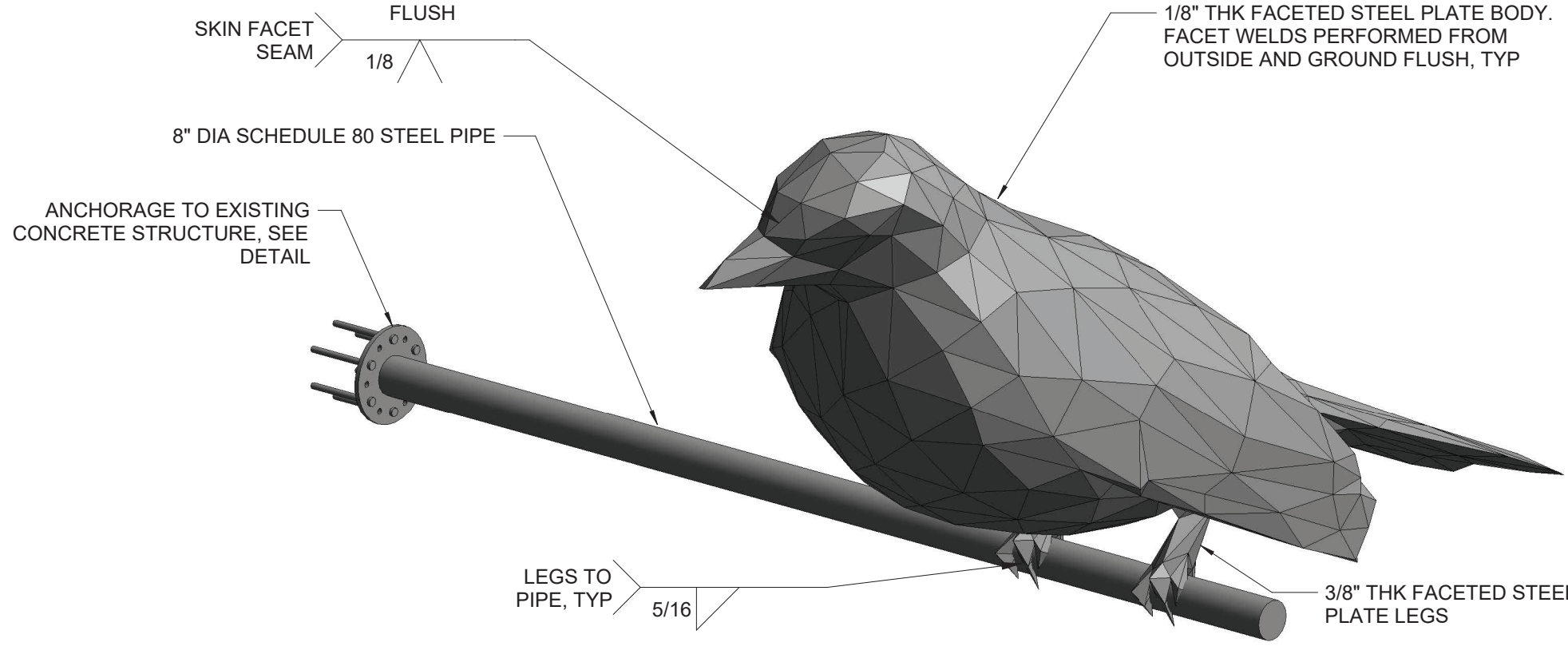
02 TALL BIRD ELEVATION - FRONT
1/2" = 1'-0"



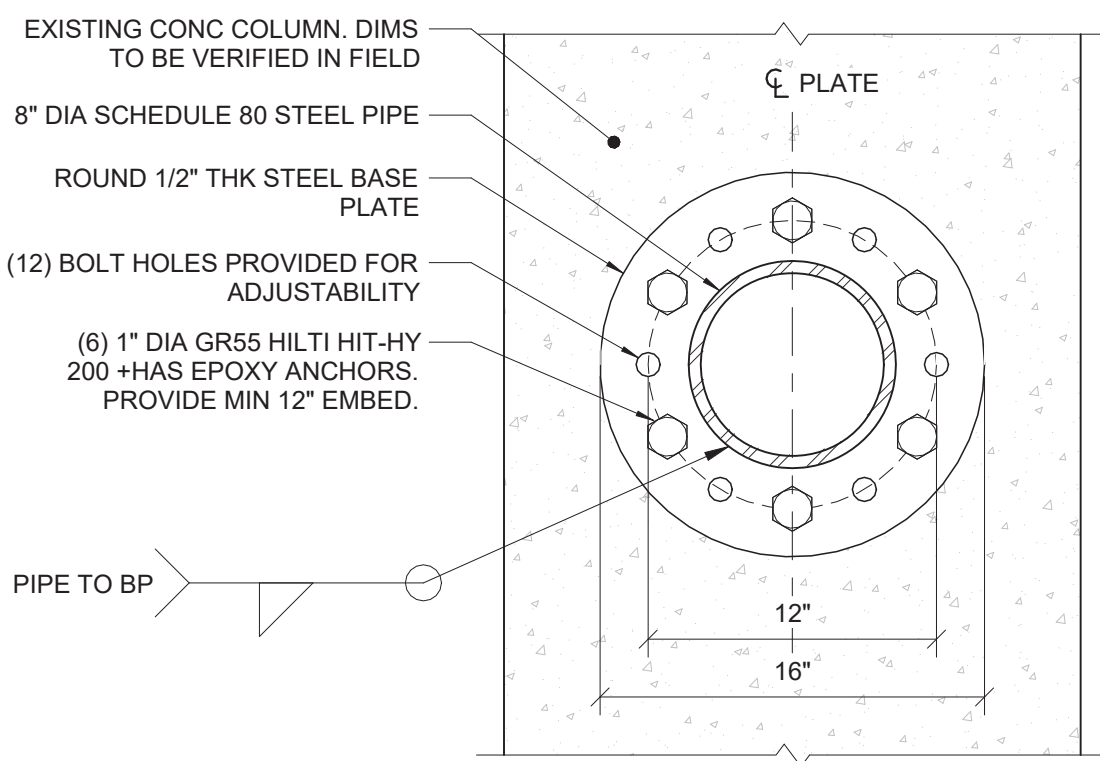
05 SHORT BIRD ELEVATION - FRONT
1/2" = 1'-0"



01 TALL BIRD - AXONOMETRIC VIEW



04 SHORT BIRD - AXONOMETRIC VIEW



NOTES:

- CONTRACTOR SHALL SCAN AND AVOID EXISTING REBAR PRIOR TO DRILLING
- CONTRACTOR TO SEQUENCE INSTALLATION TO PLACE TOP CENTER ANCHOR FIRST. INSTALL REMAINING ANCHORS IN EVERY SECOND HOLE AS SHOWN ABOVE. OTHER BOLT HOLES MAY BE UTILIZED IF NECESSARY TO AVOID EXISTING REBAR

07 TYPICAL BASE PLATE DETAIL
1 1/2" = 1'-0"

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CLIENT

Jason Klimoski
STUDIOKCA
67 35th St, Suite C353
Brooklyn, NY 11232
jason@studiokca.com

ISSUE	DATE	DESCRIPTION
00	07/17/2026	00100 PERMIT SET

REVISIONS

PROJECT:
STATE STREET GARAGE
INSTALLATION

SEAL & SIGNATURE:



Denver Office
66 S Logan St Ste 202
Denver CO 80209
(646) 912-9867
info@craftengin.com

DATE:	07/17/2026
PROJECT NO.:	CR-26042
DRAWN BY:	JC
CHECKED BY:	CGF
DRAWING TITLE:	

STRUCTURAL NOTES &
DRAWINGS

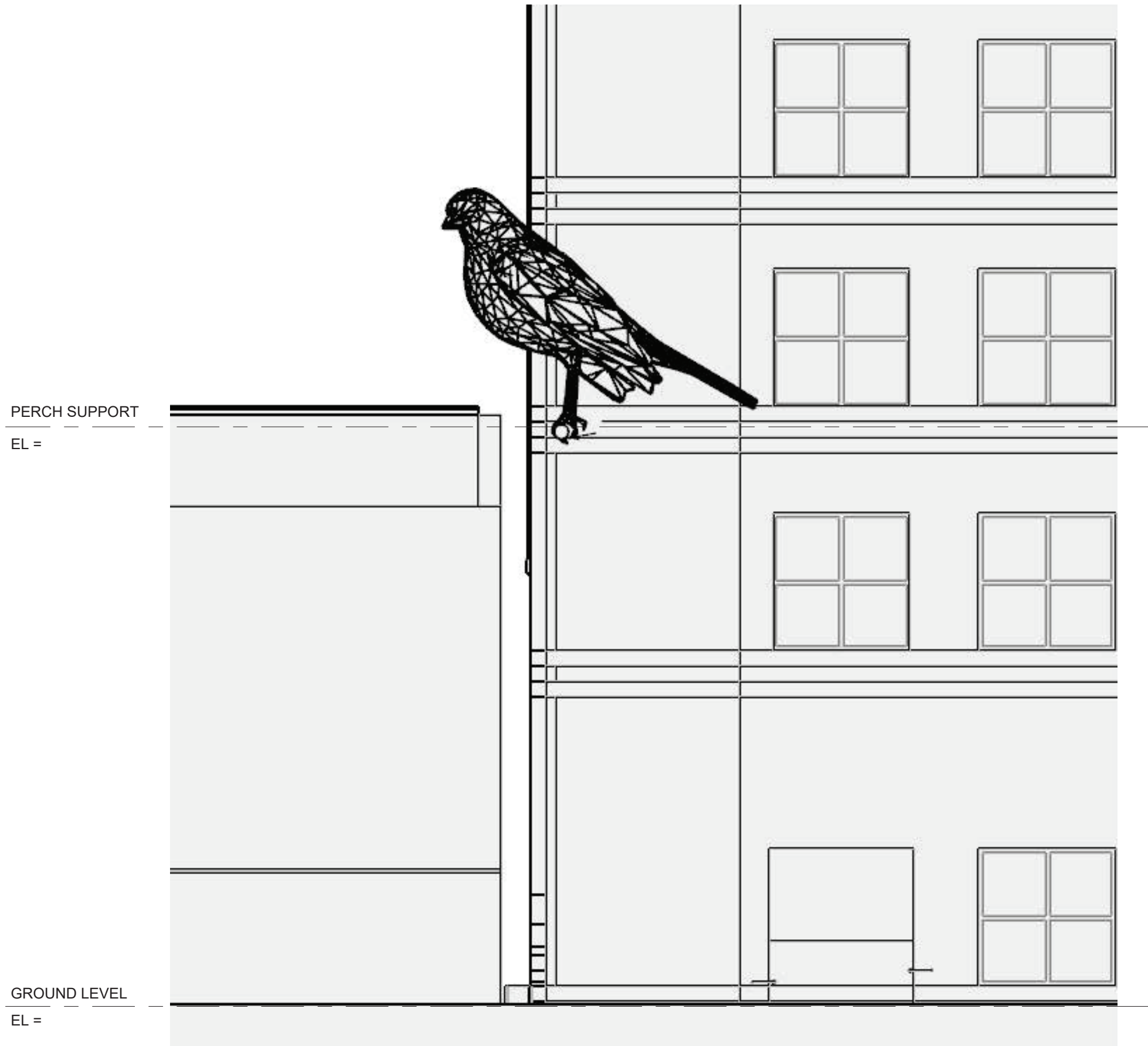
DRAWING NO.:

S-001

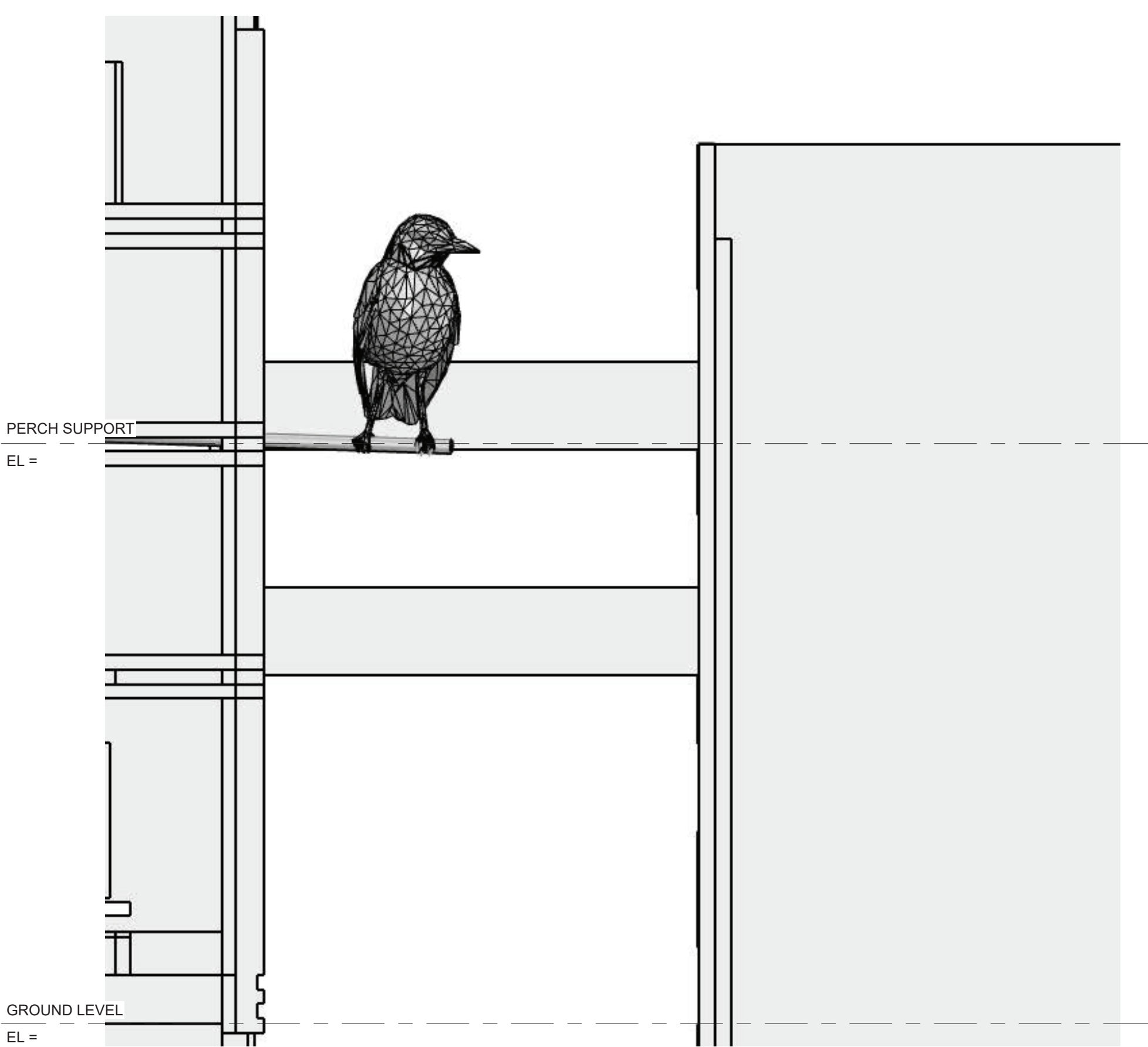
PAGE: 1 of 2

DRAWING NOTES:

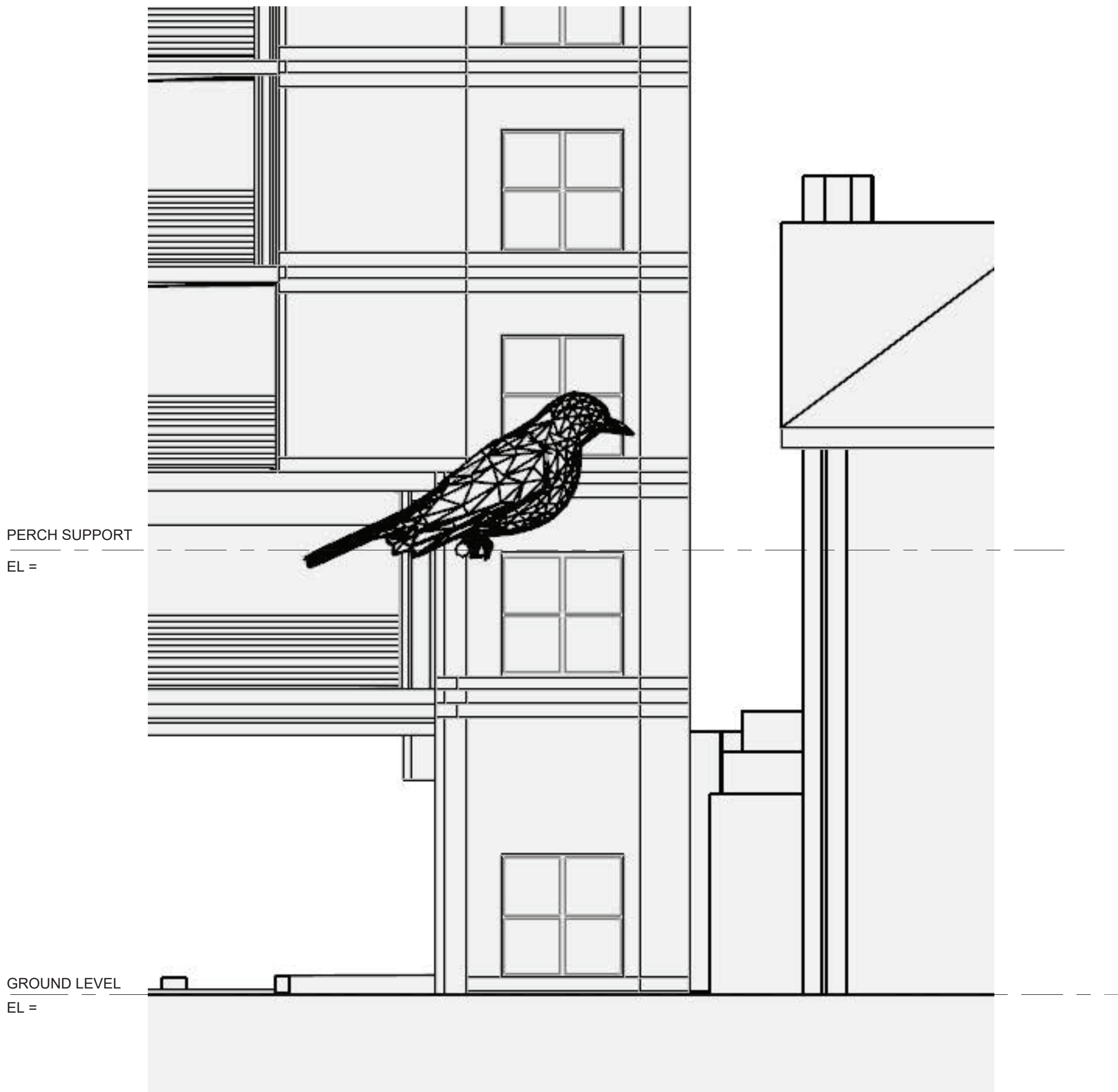
1. APPROXIMATE LOCATION OF SCULPTURES INDICATED FOR COORDINATION WITH BUILDING AND ARTIST TEAM. FINAL LOCATION TO BE DETERMINED PENDING CONCRETE REBAR LOCATION DETERMINATION IN FIELD.



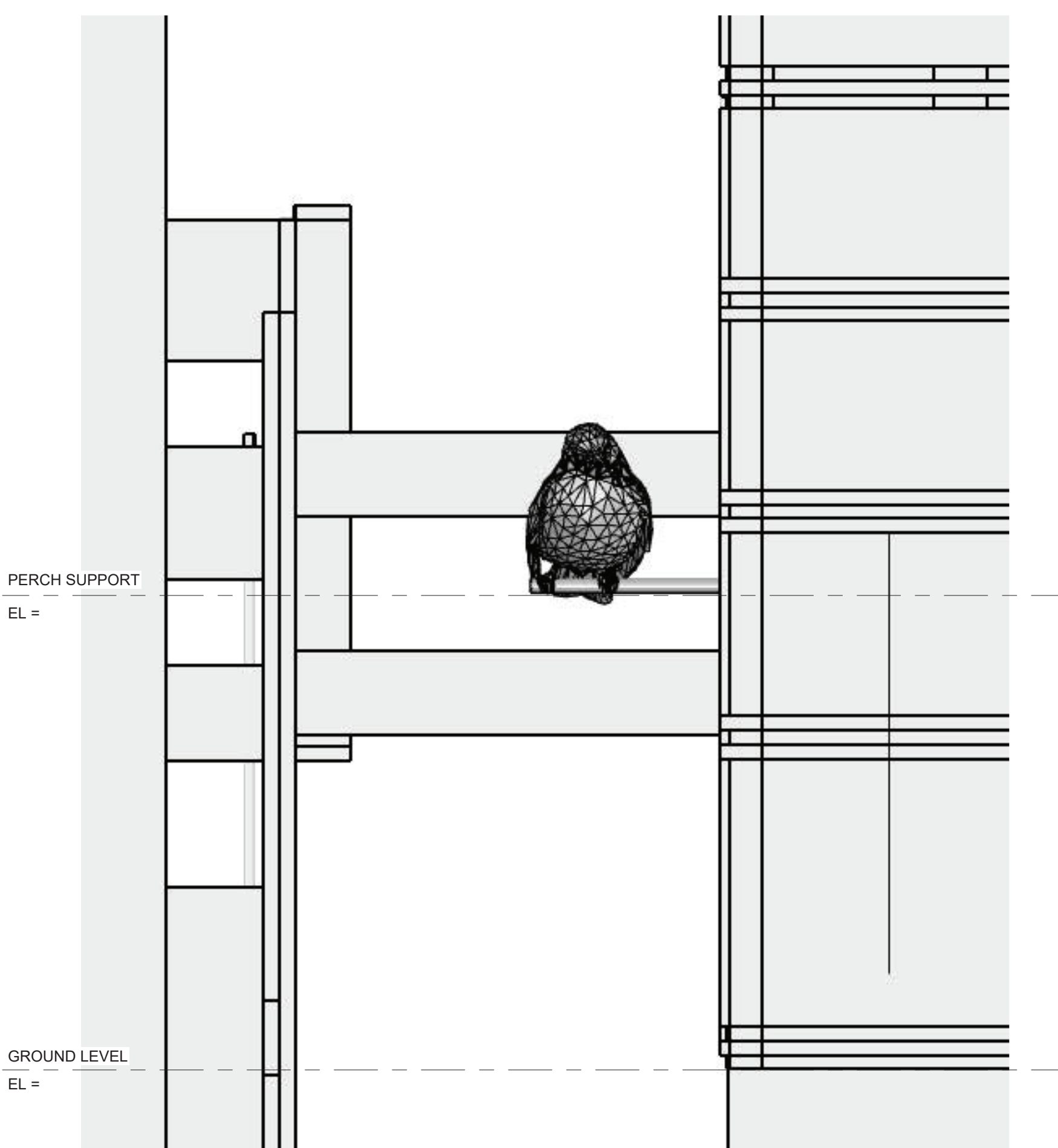
02 TALL BIRD SITE CONTEXT - SIDE
1" = 1'-0"



01 TALL BIRD SITE CONTEXT - FRONT
1" = 1'-0"



04 SHORT BIRD SITE CONTEXT - SIDE
1" = 1'-0"



03 SHORT BIRD - FRONT
1" = 1'-0"

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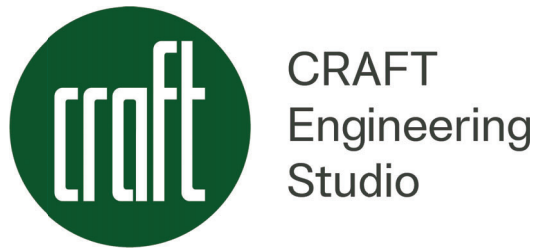
Jason Klimoski
STUDIOKCA
67 35th St, Suite C353
Brooklyn, NY 11232
jason@studiokca.com

ISSUE	DATE	DESCRIPTION
00	07/17/2026	00100 PERMIT SET

REVISIONS

PROJECT:
STATE STREET GARAGE
INSTALLATION

SEAL & SIGNATURE:



Denver Office
66 S Logan St Ste 202
Denver CO 80209
(646) 912-9867
info@craftengin.com

DATE:	07/17/2026
PROJECT NO.:	CR-26042
DRAWN BY:	JC
CHECKED BY:	CGF
DRAWING TITLE:	

LOCATION & SITE CONTEXT
DRAWING NO.:

S-002



City of Madison

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

Master

File Number: 93940

File ID: 93940

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/10/2026

File Name: WEDC Community Development Investment Grant
for MTZ Charitable Organization Inc

Final Action:

Title: Authorizing the acceptance of a grant for \$250,000 from the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant program, and authorizing contracts with WEDC and the MTZ Charitable Organization, Inc. for the use of the funds and amending the 2026 Adopted Operating Budget for Economic Development Division-Office of Business Resources' purchased services. (District 14)

Notes:

Sponsors: Noah L. Lieberman

Effective Date:

Attachments:

Enactment Number:

Author: Tom Otto, Economic 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	07/10/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93940

Fiscal Note

The proposed resolution authorizes acceptance of a \$250,000 grant from the Wisconsin Economic Development Corporation (WEDC) to fund a portion of the Owner's (MTZ Charitable Organization, Inc.) costs of building renovation, demolition, and new construction located at 2019 Fisher St. The Economic Development Division's 2026 Adopted Operating Budget is amended in the amount of the grant award and the award will be deposited into and disbursed through the City's Other Grants fund.

Title

Authorizing the acceptance of a grant for \$250,000 from the Wisconsin Economic Development Corporation (WEDC) Community Development Investment Grant program, and authorizing contracts with WEDC and the MTZ Charitable Organization, Inc. for the use of the funds and amending the 2026 Adopted Operating Budget for Economic Development Division-Office of Business Resources' purchased services. (District 14)

Body

WHEREAS, City of Madison staff is working with the MTZ Charitable Organization, Inc., the owners (the "Owners") of the site located at 2019 Fisher St, (the "Property") on plans for the reuse of the Property; and,

WHEREAS, one of the barriers to reusing the Property is the need to fund building renovation, demolition, and new construction costs on the site; and,

WHEREAS, the Wisconsin Economic Development Corporation's ("WEDC") Community Development Investment (CDI) Grant program provides funding to Wisconsin municipalities to fund costs needed to facilitate downtown community development, increased job opportunities, increased property values and/or leveraged private investment; and

WHEREAS, WEDC has awarded a CDI Grant in the amount of \$250,000 to fund a portion of the Owner's costs of building renovation, demolition, and new construction costs on the Property.

NOW THEREFORE, BE IT RESOLVED, that the City of Madison is authorized to accept a grant for \$250,000 from WEDC's Community Development Investment Grant Program ("Grant") to fund a portion of the owner's costs of building renovation, demolition, and new construction costs on the Property and take the following actions related to the Grant:

1. Enter into a contract with WEDC to accept the Grant (the "Grant Contract").
2. Enter into a Memorandum of Understanding with the MTZ Charitable Organization, Inc (the "Owner") describing how the City will transfer the funds to the Owner at the request of WEDC.
3. Enter into a contract with the Owner to establish the terms for how the Grant funds will be transferred to Owner, and assign the obligations in the Grant Contract to Owner.

BE IT FURTHER RESOLVED, that the 2026 Adopted Operating Budget for Economic Development Division-Office of Business Resources' grant revenue and purchased services is authorized to be amended in the amount of the grant funds awarded;

BE IT FINALLY RESOLVED, that the Mayor and Clerk are hereby authorized to execute and record any 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: 93983

File ID: 93983

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name:

Final Action:

Title: Authorizing the Parks Division to submit, and if awarded, accept a grant of up to \$1,505,000 from Dane County Conservation Fund Grant Program for acquisition of park land acquired from Madison Crushing & Excavating, Inc. and authorizing the Mayor and City Clerk to enter into a contract with Dane County to accept the grant award.

Notes:

Sponsors: Sabrina V. Madison, Derek Field And Noah L. Lieberman

Effective Date:

Attachments:

Enactment Number:

Author: Lisa Laschinger

Hearing Date:

Entered by: kpost@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93983

Fiscal Note

The proposed resolution authorizes the Parks Division to apply for and accept if awarded, grant funding of up to \$1,505,000 from the Dane County Conservation Fund Grant Program. The grant will reimburse up to 25 percent of the costs of the acquisition of the Madison Crushing Property, authorized via RES-26-00370 (Legistar #93444) on June 23, 2026 for a total price of \$6,058,275. Match funding for the grant is available within the Parks Division's Adopted Capital Budget within Park Land Acquisition Program (Munis #17128). If the grant is awarded, the Parks Division 2026 Adopted Capital Budget will be amended to appropriate the grant funding. No additional appropriation is required.

Title

Authorizing the Parks Division to submit, and if awarded, accept a grant of up to \$1,505,000 from Dane County Conservation Fund Grant Program for acquisition of park land acquired from Madison Crushing & Excavating, Inc. and authorizing the Mayor and City Clerk to enter into a contract with Dane County to accept the grant award.

Body

WHEREAS, the Madison Crushing and Excavating, Inc, first approached Dane County about purchasing property located within four unaddressed tax parcels, one tax parcel addressed as 3328 Nelson Rd and a portion of two tax parcels both listed as 5185 Reiner Rd, which contain 199 acres of land and all improvements thereon ("Property"); and,

WHEREAS, the County approached the City of Madison Parks Division about its interest in pursuing acquisition of the Property for future park purposes, together both parties determined that the acquisition to conserve significant acreages of quality natural areas is in the best interest of the public; and,

WHEREAS, the Dane County 2025-2030 and previous Park and Open Space Plan identify the Property as being within the Glacial Drumlin Natural Resource Area and identify the potential for collaboration with the City Parks Division to plan for a future recreation park in the Northeast quadrant of the county; and,

WHEREAS, the 2018 adopted Comprehensive Plan for the City of Madison recommends that the City "Acquire parkland and upgrade park facilities to accommodate more diverse activities and gatherings and improve and preserve urban biodiversity through an interconnected greenway and habitat system;" and,

WHEREAS, the 2023 adopted City of Madison's Reiner Neighborhood Development Plan recognizes a portion of the Property as a future recommended park that will help connect to the larger natural resource area and recognizes that an "approximately 200-acre area located north of Nelson Road is recommended as a Regional Natural and Recreation Area;" and,

WHEREAS, the City of Madison Northeast Area Plan adopted in 2024 includes a recommendation that the Parks Division "[i]mprove access to publicly-owned natural areas to provide passive recreation opportunities;" and,

WHEREAS, the 2024 City of Madison Sustainability Plan includes recommendations that the City prioritize preservation and restoration of urban natural areas and jointly plan preservation of open spaces and woodlands with neighboring communities and Dane County; and,

WHEREAS, the 2025-2030 Park and Open Space Plan recommends that the Parks Division, "[i]mprove public access to lakes and waterways; [p]rotect and enhance natural resources; and [p]ursue regional solutions to regional issues;" and,

WHEREAS, on June 23, 2026, the City of Madison's Common Council authorized the City's execution of a Purchase and Sale Agreement for the purchase of the Property with a purchase price of \$6,000,000 for the land and additional costs due at closing of \$58,275 for land survey and fence installation work subject to certain prorations and closing costs; and,

WHEREAS, the Parks Division's Adopted Capital Budget allocates sufficient matching funds to

acquire the Property; and,

WHEREAS, upon closing, the City of Madison, through the Board of Park Commissioners and Parks Division will be responsible for management, development and oversight of the Property; and,

WHEREAS, the Common Council hereby recognizes and acknowledges the long-term operations and maintenance responsibilities associated with the acquisition, and will adhere to all obligations under the grant award contract for the Property if awarded the grant; and,

NOW, THEREFORE, BE IT RESOLVED the Parks Division is hereby authorized to act on behalf of the City of Madison as follows:

- Submit an application to Dane County Conservation Fund Grant Program for grant funds that may be available.
- Submit reimbursement claims along with necessary supporting documentation for the acquisition of the Property and related eligible costs.
- Submit Signed Documents; and,
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that if awarded, the Parks Division's Adopted Capital Budget will be amended to accept grant funding of up to \$1,505,000 from the Dane County Conservation Fund Grant Program; and,

BE IT FURTHER RESOLVED that the Parks Division will comply with Dane County rules for the program; and will obtain approval in writing before any change is made in the use of the project site; and,

BE IT FINALLY RESOLVED that, if awarded the grant, the Mayor and City Clerk are authorized to sign a grant agreement with Dane County, 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.



City of Madison

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

Master

File Number: 93842

File ID: 93842

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/06/2026

File Name: Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance

Final Action:

Title: Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and amend the 2026 Adopted Capital Budget to appropriate the grant revenue and expenses, up to \$10,000, for the Water Utility Water on Wheels (WU-WOW).

Notes:

Sponsors: Regina M. Vidaver

Effective Date:

Attachments: Memo - Authorizing the City of Madison Water Utility to accept a grant if awarded of up to \$10000 for the Alliant Energy Foundation.pdf, Resolution No 93842 Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	07/06/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Water Utility Board.						
1	FINANCE COMMITTEE	07/21/2026	Referred	WATER UTILITY BOARD			
	Action Text: This Resolution was Referred to the WATER UTILITY BOARD						

Text of Legislative File 93842

Fiscal Note

The proposed resolution authorizes the City of Madison to accept if awarded, private grant funding of up to \$10,000 from the Alliant Energy Foundation. The grant will fund a portion of the costs of fabrication and build out of the interior of the Water Utility's Water on Wheels (WU-WOW) educational outreach vehicle. If the grant is awarded, the Water Utility's 2026 Adopted Capital Budget will be amended to appropriate the private grant funding in the Water Utility Vehicle Major Program (Munis #12339).

Title

Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and amend the 2026 Adopted Capital Budget to appropriate the grant revenue and expenses, up to \$10,000, for the Water Utility Water on Wheels (WU-WOW).

Body

WHEREAS, The Madison Water Utility is seeking support to create the WU-WOW, an interactive mobile education center that will bring hands-on water science, conservation, and workforce education directly into neighborhoods, schools, community centers, and public events throughout Madison.

WHEREAS, Developed in partnership with the Madison Children's Museum, the WU-WOW will transform a utility box truck into a traveling learning laboratory featuring interactive exhibits, tap water access, and educational experiences focused on groundwater protection, drinking water quality, conservation, and careers in the water industry.

WHEREAS, By meeting residents where they live, learn, and gather, WU-WOW will help build trust in public drinking water, increase awareness of environmental stewardship, engage historically underserved communities, and inspire the next generation of water professionals.

WHEREAS, This investment will create a long-term community asset capable of reaching thousands of residents annually while advancing public education, environmental sustainability, and workforce development goals across Madison.

WHEREAS The Madison Children's Museum (MCM) is one of the few children's museums nationwide with an on-site fabrication shop. Consulting with the MCM to fabricate the interior exhibit space for the WU-WOW provides access to an award-winning, in-house team specializing in sustainable, durable, and highly interactive designs.

WHEREAS, The MCM has estimated costs of fabrication from the interior buildout of the WU-WOW to be no greater than \$31,800, the Madison Water Utility has written a private grant request to the Alliant Energy Foundation for \$10,000 to help offset these costs,

NOW THEREFORE BE IT RESOLVED, that the City of Madison is authorized to accept a

private grant, if awarded, for up to \$10,000 from the Alliant Energy Foundation for fabrication and buildout of the WU-WOW educational outreach vehicle, and

BE IT FURTHER RESOLVED, that, if the private grant is awarded, the City of Madison Water Utility 2026 Capital Budget will be amended to appropriate the grant revenue and expenses for the WU-WOW, up to \$10,000, into the Water Utility Vehicle and Equipment major #12339, and

BE IT FINALLY RESOLVED, that the Water Utility General Manager, or their designee, is authorized to sign a private grant agreement with the Alliant Energy Foundation in a format approved by the City Attorney, and any other necessary documents to comply with the grant requirements and to secure the grant funding.



MEMORANDUM

Date: July 21, 2026

To: Mayor Satya-Rhodes Conway
City of Madison Common Council
City of Madison Finance Committee
City of Madison Water Utility Board

From: Jody Berndt, Community Outreach Specialist
Marcus Pearson, Public Information Officer
January Vang, Interim General Manager

Subject: Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and the transfer of funds.

RECOMMENDATION

Staff is recommending acceptance of an Alliant Energy Foundation grant, if awarded, for up to \$10,000 for fabrication and buildout of the Madison Water Utility Water on Wheels (WU-WOW) mobile educational outreach vehicle.

BACKGROUND

Madison Water Utility (MWU) is seeking support to create the WU-WOW, an interactive mobile education center that will bring hands-on water science, conservation, and workforce education directly into neighborhoods, schools, community centers, and public events throughout Madison.

Developed in partnership with the Madison Children's Museum, the WU-WOW will transform a utility box truck into a traveling learning laboratory featuring interactive exhibits, tap water access, and educational experiences focused on groundwater protection, drinking water quality, conservation, and careers in the water industry.

The Madison Children's Museum has estimated costs of fabrication from the interior buildout of the WU-WOW to be no greater than \$31,800. MWU has written a private grant request to the

Alliant Energy Foundation for \$10,000 to help offset these costs. The grant decision is scheduled to be announced by 8/15/2026.

FISCAL IMPACT

The City of Madison Water Utility 2026 Capital Budget will be amended to appropriate the grant revenue and expenses for fabrication and buildout of the WU-WOW to up to \$10,000.

LEGISLATIVE PATH

7/21/26 – Common Council (Introduction)
7/27/26 – Finance Committee
7/28/26 – Water Utility Board
8/04/26 – Common Council (Final Approval)



City of Madison

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

Master

File Number: 93842

File ID: 93842

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/06/2026

File Name: Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance

Final Action:

Title: Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and amend the 2026 Adopted Capital Budget to appropriate the grant revenue and expenses, up to \$10,000, for the Water Utility Water on Wheels (WU-WOW).

Notes:

Sponsors: Regina M. Vidaver

Effective Date:

Attachments: Memo - Authorizing the City of Madison Water Utility to accept a grant if awarded of up to \$10000 for the Alliant Energy Foundation.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: jberndt@madisonwater.org

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	07/06/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Water Utility Board (7/28/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Water Utility Board.						
1	FINANCE COMMITTEE	07/21/2026	Referred	WATER UTILITY BOARD			
	Action Text: This Resolution was Referred to the WATER UTILITY BOARD						

Text of Legislative File 93842

Fiscal Note

The proposed resolution authorizes the City of Madison to accept if awarded, private grant funding of up to \$10,000 from the Alliant Energy Foundation. The grant will fund a portion of the costs of fabrication and build out of the interior of the Water Utility's Water on Wheels (WU-WOW) educational outreach vehicle. If the grant is awarded, the Water Utility's 2026 Adopted Capital Budget will be amended to appropriate the private grant funding in the Water Utility Vehicle Major Program (Munis #12339).

Title

Authorizing the City of Madison to accept, if awarded, a private grant of up to \$10,000 from the Alliant Energy Foundation, and authorizing the Water Utility General Manager to enter into a grant agreement and sign related document(s) authorizing acceptance of the grant and amend the 2026 Adopted Capital Budget to appropriate the grant revenue and expenses, up to \$10,000, for the Water Utility Water on Wheels (WU-WOW).

Body

WHEREAS, The Madison Water Utility is seeking support to create the WU-WOW, an interactive mobile education center that will bring hands-on water science, conservation, and workforce education directly into neighborhoods, schools, community centers, and public events throughout Madison.

WHEREAS, Developed in partnership with the Madison Children's Museum, the WU-WOW will transform a utility box truck into a traveling learning laboratory featuring interactive exhibits, tap water access, and educational experiences focused on groundwater protection, drinking water quality, conservation, and careers in the water industry.

WHEREAS, By meeting residents where they live, learn, and gather, WU-WOW will help build trust in public drinking water, increase awareness of environmental stewardship, engage historically underserved communities, and inspire the next generation of water professionals.

WHEREAS, This investment will create a long-term community asset capable of reaching thousands of residents annually while advancing public education, environmental sustainability, and workforce development goals across Madison.

WHEREAS The Madison Children's Museum (MCM) is one of the few children's museums nationwide with an on-site fabrication shop. Consulting with the MCM to fabricate the interior exhibit space for the WU-WOW provides access to an award-winning, in-house team specializing in sustainable, durable, and highly interactive designs.

WHEREAS, The MCM has estimated costs of fabrication from the interior buildout of the WU-WOW to be no greater than \$31,800, the Madison Water Utility has written a private grant request to the Alliant Energy Foundation for \$10,000 to help offset these costs,

NOW THEREFORE BE IT RESOLVED, that the City of Madison is authorized to accept a private grant, if awarded, for up to \$10,000 from the Alliant Energy Foundation for fabrication and buildout of the WU-WOW educational outreach vehicle, and

BE IT FURTHER RESOLVED, that, if the private grant is awarded, the City of Madison Water Utility 2026 Capital Budget will be amended to appropriate the grant revenue and expenses for the WU-WOW, up to \$10,000, into the Water Utility Vehicle and Equipment major #12339, and

BE IT FINALLY RESOLVED, that the Water Utility General Manager, or their designee, is authorized to sign a private grant agreement with the Alliant Energy Foundation in a format approved by the City Attorney, and any other necessary documents to comply with the grant requirements and to secure the grant funding.



City of Madison

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

Master

File Number: 93941

File ID: 93941

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/10/2026

File Name: Approving a Revised Rate for the 2026 Resource
Recovery Special Charge and Amending the 2026
Streets Division Operating Budget

Final Action:

Title: Approving a Revised Rate for the 2026 Resource Recovery Special Charge and
Amending the 2026 Streets Division Operating Budget

Notes:

Sponsors: Satya V. Rhodes-Conway, John P. Guequierre,
Sabrina V. Madison, Badri Lankella And Derek Field

Effective Date:

Attachments:

Enactment Number:

Author: Bryan Johnson

Hearing Date:

Entered by: bjohnson2@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Streets Division	07/10/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93941

Fiscal Note

The proposed resolution approves a revised 2026 Resource Recovery Special Charge rate of \$5.40 per month (increasing from the current rate of \$3.50 per month), beginning September 1, 2026, and continuing through the remainder of 2026. The additional cost per residential dwelling unit is \$7.60 for 2026. The rate adjustment is needed to cover an anticipated funding shortfall of \$545,000. This shortfall is caused by the lower values of recyclable materials resulting in lost revenue, increased diesel fuel costs, and personnel costs above the agency's salary savings target. The proposed resolution also authorizes the 2026 Streets Division

Operating Budget to be amended, for both revenues and expenses, in the amount of the anticipated shortfall.

Title

Approving a Revised Rate for the 2026 Resource Recovery Special Charge and Amending the 2026 Streets Division Operating Budget

Body

PREAMBLE

On April 19, 2022, Section 4.097 of the Madison General Ordinance was created to establish a Resource Recovery Special Charge (File No. 70344). The ordinance created the Resource Recovery Special Charge in the City based upon the authority granted to the City by Wis. Stat 66.0627, pursuant to Sec. 4.09(13) MGO. This special charge allows the City to recover some of the costs of the Street Division to provide curbside recycling services to certain properties in the City. The special charge will only recover the cost for services actually performed by the City, and the amount imposed may be adjusted throughout the year to account for greater or lesser expenditures. The special charges approved by this resolution are being apportioned consistent with the Resource Recovery Special Charge Policy (Legislative File ID No. 71186).

WHEREAS, on April 19, 2022, the Common Council adopted Ordinance ORD-22-00029, File 70344, creating Section 4.097 of the Madison General Ordinances, which ordinance established the Resource Recovery Special Charge in the City of Madison; and,

WHEREAS, the Resource Recovery Special Charge is administered pursuant to the Resource Recovery Special Charge Policy (Legislative File ID No. 71186); and,

WHEREAS, the intent of the Resource Recovery Special Charge (RRSC) is to recover the costs to the City for recycling services as part of its recycling program that provides service to mostly residential, and some commercial properties in the City; and,

WHEREAS, the RRSC rate for 2026 had been set at \$3.50 per month per dwelling unit for residential properties, and \$3.50 per month per dwelling unit equivalent for commercial properties receiving recycling collection; and,

WHEREAS, the annual RRSC cost per dwelling unit and dwelling unit equivalent is \$42.00; and,

WHEREAS, the 2026 RRSC rate was determined in 2025 by calculating anticipated costs for Streets Division operations and realizing revenue generated from recyclable

materials; and,

WHEREAS, lower values of recyclable materials resulting in lost revenue, increased diesel fuel costs, and an inability to reach anticipated salary savings have changed the expected expenditures for the recycling program for the remainder of 2026; and,

WHEREAS, the previously established RRSC rate for 2026 for residential and commercial service users will not generate adequate funding to pay for recycling services expenditures; and,

WHEREAS, the anticipated shortfall in funding would be \$545,000; and,

WHEREAS, in order to prevent the shortfall, the RRSC rate needs to be amended; and,

WHEREAS, each unit residential and commercial unit receiving recycling collecting from the City of Madison Streets Division, and therefore paying the monthly RRSC, will see a rate increase starting on September 1, 2026 and continuing through the remainder of 2026; and,

WHEREAS, the new RRSC rate for each residential dwelling unit will be \$5.40 per month (increasing from the current rate of \$3.50 per month), and the new rate for dwelling unit equivalents of commercial properties receiving recycling collection will also be \$5.40 per month (also increasing from \$3.50 per month); and,

WHEREAS, the new annual cost for 2026 per dwelling unit and dwelling unit equivalent following the rate increase will be \$49.60 (increasing from \$42.00); and,

WHEREAS, the rate adjustment is expected to generate \$545,000, which will sufficiently address the anticipated shortfall; and,

WHEREAS, the 2026 Streets Division operating budget will be amended to reflect the corresponding increases in revenues and expenditures; and,

NOW, THEREFORE, BE IT RESOLVED:

1. That the 2026 Resource Recovery Special Charge annual cost shall be amended to \$49.60 per dwelling unit (or its equivalent) with a new per month rate of \$5.40 per dwelling unit equivalent starting on September 1, 2026, which rate is adopted in accordance with Section 4.097 of the Madison General Ordinances, the Resource Recovery Special Charge Policy, and the 2026 Adopted Operating Budget; and,

2. That this approved monthly Resource Recovery Special Charge rate shall continue until a new schedule is approved by the Common Council; and,
3. That the Streets Division amends the adopted operating budget for 2026 to increase revenues by \$545,000 in charges for services and expenses for the following: \$250,000 for purchased services, \$170,000 for salaries, and \$125,000 for lost revenue.



City of Madison

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

Master

File Number: 94045

File ID: 94045

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/14/2026

File Name: Water Utility Bonds 2026

Final Action:

Title: Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026; and Providing for Other Details and Covenants with Respect Thereto and Authorizing an Amendment to the 2026 Water Utility Capital Budget.

Notes: 2026WaterUtilityBonds

INTRODUCED BY TITLE ONLY ON 7/21/2026

Sponsors: Regina M. Vidaver

Effective Date:

Attachments: Item 2 - Memo - SDWLP Rev Bonds.pdf, Item 2 - Resolution - Madison Water Utility 2026 SDWLP Subordinate Water Bonds - Award Resolution.pdf.pdf, Item 2 - Legislation Details - SDWLP Rev Bonds.pdf

Enactment Number:

Author: Matthew Robles

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	07/14/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 94045

Fiscal Note

This resolution authorizes the sale and issuance of \$10,369,862 subordinate water utility revenue bonds, series 2026 at an annual interest rate of 2.365% and repaid over the next 20 years. Annual debt service is estimated to be approximately \$680,000 and will be paid from Water Utility revenues. Interest costs are anticipated to total \$2.8 million over the next 20

years. The 2026 bond issuance will be awarded to the State of Wisconsin Department of Natural Resources (DNR), which administers the Safe Drinking Water Loan Program (SDWLP). This funding will be used for the Unit Well 12 reconstruction project (Munis #10452).

The Water Utility capital budget currently includes \$10.0 million in funding for the project. \$8.0 million was approved in the 2025 and 2026 budgets, and an additional \$2.0 million was approved through a 2026 resolution (Legistar file 92748). The final revenue bond is \$10,369,862, which is higher than the budget. This resolution further amends the project to increase budget authority by an additional \$369,862.

Title

Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026; and Providing for Other Details and Covenants with Respect Thereto and Authorizing an Amendment to the 2026 Water Utility Capital Budget.

Body

Please see attached Award Resolution.



MEMORANDUM

Date: July 21, 2026

To: Mayor Satya Rhodes-Conway
City of Madison Common Council
City of Madison Finance Committee
Water Utility Board

From: January Vang, Interim General Manager
Pete Holmgren, Chief Engineer
Adam Wiederhoeft, Project Manager

Subject: Sale and Issuance of 2026 SDWLP Revenue Bonds
and Amendment to the 2026 Water Utility Capital
Budget for Funding Rehabilitate and Construction of
Unit Well #12

RECOMMENDATION

Staff recommend authorizing the sale and issuance of subordinate revenue bonds related to the Unit Well #12 project as described in the related resolution and also amend the Utility's adopted 2026 Capital Budget by an additional \$369,862 of budget authority to increase the total budget from \$10.0 million to \$10.370 million.

BACKGROUND

On April 24, 2026 Common Council awarded the construction contract for rehabilitating Unit Well #12, construction zone 7/8 PRV/PSV interconnection, & construct reservoir for a total bid cost of \$8,354,409 to Joe Daniels Construction Co., Inc. of Madison. The estimated total project cost for the rehabilitation and construction is \$10,369,862 million with \$10,369,862 million being eligible for financing from the State's Safe Drinking Water Loan Program (SDWLP) that is administered by the State of Wisconsin Department of Natural Resources (DNR). The rehabilitation and construction of the project is expected to be completed by the end of 2027.

FUNDING FOR THE PROJECT

Madison Water Utility (Utility) has been approved to receive \$10,369,862 million as a low-interest loan from the SDWLP for completing the rehabilitation of the facility. The SDWLP has an attractive annual interest rate of 2.365% and is repayable over a 20-year period.

The attached resolution authorizes the issue of \$10,369,862 million in revenue bonds to the SDWLP, which provides security on the repayments related to the loan award. DNR plans to close the Utility's loan on August 26, 2026. In addition, the Utility is proposing to also

amend the Utility's adopted 2026 Capital Budget by authorizing an additional \$369,862 of budget authority for the rehabilitation and construction of unit well 12 reconstruction project (Project Account No.10452-86-140/220). The additional \$369,862 in Capital Budget authority would increase the project budget from approximately \$10.0 million to \$10.370 million.

The legislative path for this item is shown below.

7/21/26 – Common Council (introduction)
7/27/26 – Finance Committee
7/28/26 – Water Utility Board
8/04/26 – Common Council (final action)

ATTACHMENTS:

Resolution authorizing the sale and issuance of up to \$10,369,862 subordinate water utility revenue bonds, series 2026; and providing for other details and covenants with respect thereto and authorizing an amendment to the 2026 Water Utility Capital Budget.

RESOLUTION No.: RES-26-_____

**RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF UP TO
\$10,369,862 SUBORDINATE WATER UTILITY REVENUE BONDS, SERIES 2026;
AND PROVIDING FOR OTHER DETAILS
AND COVENANTS WITH RESPECT THERETO,
AND AUTHORIZING AN AMENDMENT TO THE 2026 WATER UTILITY CAPITAL BUDGET**

WHEREAS, the City of Madison, Wisconsin (the “**Municipality**”) owns and operates a water system (the “**System**”) which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of reconstructing Well No.12 pumphouse and to construct a new 1,000,000-gallon concrete reservoir on the Well No. 12 site. The pumphouse reconstruction will include the replacement of the existing well pump and motor, a new pressure reducing valve (PRV) and pressure safety valve (PSV), two high service pumps, new chemical feed equipment and SCADA equipment. The new 1,000,000-gallon concrete reservoir will replace the existing 150,000-gallon reservoir (collectively, the “**Project**”), as specified in Exhibit F to the Financial Assistance Agreement (as defined herein), which Project has been assigned Safe Drinking Water Loan Program Project No. 4837-15 by the State of Wisconsin Department of Natural Resources (the “**Department of Natural Resources**”), and as defined in Department of Natural Resources approval letters for the plans and specifications, or portions thereof, issued under Wisconsin Statutes Section 281.41, approved February 9, 2026 and assigned number W-2025-0627; and

WHEREAS, under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating or managing a public utility from the proceeds of municipal obligations, including revenue bonds, which bonds shall be secured by a pledge of the revenues of the public utility to the owners of the bonds; and

WHEREAS, pursuant to resolutions adopted by the Common Council of the Municipality (the “**Governing Body**”) on November 6, 2007 (the “**2007 Resolution**”), December 1, 2015, December 4, 2018, December 3, 2019, and December 9, 2025 (collectively, including the 2007 Resolution, the “**Senior Resolutions**”), the Municipality has issued and outstanding multiple series of its water utility revenue bonds (the “**Senior Bonds**”) to finance and refinance capital expenditures related to the System; and

WHEREAS, On October 3, 2023, the Governing Body adopted a resolution (the “**2023 Resolution**”), authorizing the sale and issuance of the Municipality’s \$4,675,000 Subordinate Water Utility Revenue Bonds, Series 2023, dated October 11, 2023 (the “**2023 Bonds**”), which bonds were purchased by the State of Wisconsin Safe Drinking Water Loan Program (“**SDWLP**”) and are currently outstanding in the aggregate principal amount of \$4,093,773.54; and

WHEREAS, on May 7, 2024, the Governing Body adopted a resolution (the “**2024A Resolution**”), authorizing the sale and issuance of the Municipality’s \$3,365,000 Subordinate Water Utility Revenue Bonds, Series 2024A, dated May 22, 2024 (the “**2024A Bonds**”), which bonds were purchased by the SDWLP and are currently outstanding in the aggregate principal amount of \$2,326,548.12; and

Whereas, on July 2, 2024, the Governing Body adopted a resolution (the “**2024B Resolution**”), authorizing the sale and issuance of the Municipality’s up to \$2,932,862 Subordinate Water Utility Revenue Bonds, Series 2024B, dated July 24, 2024 (the “**2024B Bonds**”), which bonds were purchased by the SDWLP and are currently outstanding in the aggregate principal amount of \$3,089,064.07; and

WHEREAS, no outstanding obligations other than the Senior Bonds, the 2023 Bonds, the 2024A Bonds, and the 2024B Bonds are payable from the income and revenues derived from the operation of the System; and

WHEREAS, the Municipality deems it to be necessary, desirable, and in its best interest to sell and issue up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026 (the “**Bonds**”), payable on a junior and subordinate basis to the Senior Bonds and on a parity and equality of rank with the 2023 Bonds, the 2024A Bonds, and the 2024B Bonds (collectively, the “**Outstanding Bonds**”), solely from the revenues of the System, pursuant to the provisions of the Act, to pay the cost of the Project; and

WHEREAS, the 2023 Resolution authorizes the issuance of additional bonds on a parity and equality of rank with the Outstanding Bonds upon compliance with the conditions set forth under Section 11 thereof (the “**Additional Bonds Test**”); all conditions set forth in the Additional Bonds Test have been satisfied prior to the issuance of the Bonds; and

WHEREAS, in accordance with Section 66.0621(4)(a)2 of the Wisconsin Statutes and this resolution, (i) interest on the Bonds will be payable at least annually, and (ii) payment of principal on the Bonds will commence not later than three years after the date of issuance of the Bonds;

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions.

In addition to the capitalized terms defined in the recitals above, capitalized terms not otherwise defined in this resolution shall have the meanings set forth below unless the context requires another meaning.

(a) “**Act**” means Section 66.0621 of the Wisconsin Statute.;

(b) “**Bond Registrar**” means the Municipal Treasurer, who shall act as registrar and paying agent for the Bonds.

(c) **“Bonds”** means the Municipality’s up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026, dated the Original Issue Date, authorized to be issued by this Resolution.

(d) **“Bond Year”** means the twelve-month period ending on each May 1.

(e) **“Current Expenses”** means the reasonable and necessary cost of operating, maintaining, administering, insuring, and repairing the System. Current Expenses shall be determined in accordance with generally accepted accounting principles and shall include, but not be limited to, salaries and wages, premiums for insurance, and the cost of materials, supplies, and audits. Current Expenses shall exclude allowances for depreciation, debt service on obligations of the System, tax equivalents, and capital expenditures.

(f) **“Debt Service Fund”** means the Water Utility Subordinate Special Redemption Fund of the Municipality created and established under Section 6 of the 2023 Resolution and affirmed and continued in this Resolution for payment of the Bonds, the Outstanding Bonds, and any Parity Bonds, which fund shall be the “special redemption fund”, as such term is defined in the Act, with respect to the Bonds.

(g) **“Financial Assistance Agreement”** means the Financial Assistance Agreement, dated the Original Issue Date, by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the SDWLP, substantially in the form presented to the Governing Body and incorporated herein by reference.

(h) **“Fiscal Year”** means the twelve-month period ending on each December 31.

(i) **“Governing Body”** means the Municipality’s Common Council, or such other body as may hereafter be the chief legislative body of the Municipality.

(j) **“Gross Earnings”** means the gross revenues of the System from all sources, excluding (i) customer deposits, (ii) collected taxes imposed by other governmental entities, and (iii) earnings on amounts held in the Special Redemption Fund, the Depreciation Fund, and any construction fund funded with proceeds of the Bonds or any issue of Parity Bonds.

(k) **“Junior Resolutions”** means collectively, the 2023 Resolution, the 2024A Resolution, the 2024B Resolution, and this Resolution.

(l) **“Municipal Treasurer”** means the Treasurer of the Municipality.

(m) **“Municipality”** means the City of Madison, Wisconsin.

(n) **“Net Revenues”** means Gross Revenues after deduction of Current Expenses, plus earnings on amounts held in the Special Redemption Fund.

- (o) **“Original Issue Date”** means August 26, 2026.
- (p) **“Outstanding Bonds”** has the meaning set forth in the recitals to this Resolution.
- (q) **“Parity Bonds”** means bonds payable from the revenues of the System other than the Bonds and the Outstanding Bonds, issued on a parity and equality with the Bonds and the Outstanding Bonds pursuant to the restrictive provisions of Section 11(b) of the 2023 Resolution and continued in this Resolution, and subordinate to the Senior Bonds.
- (r) **“Project”** means the Project defined in the recitals to this Resolution, all elements of which are to be owned and operated by the Municipality as part of the System.
- (s) **“Record Date”** means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.
- (t) **“SDWLP”** has the meaning set forth in the recitals to this Resolution.
- (u) **“Senior Bonds”** has the meaning set forth in the recitals to this Resolution.
- (v) **“Senior Parity Bonds”** mean any bonds issued on a parity and equality of rank to the Senior Bonds as provided in the Senior Resolutions.
- (w) **“Senior Resolutions”** has the meaning set forth in the recitals to this Resolution.
- (x) **“System”** means the water utility of the Municipality, which shall include all property of every nature now or hereafter owned by the Municipality for the extraction, collection, storage, treatment, transmission, distribution, metering, and discharge of domestic, industrial, and potable public water, or constituting part of, or used or useful in connection with, the water utility of the Municipality, including all appurtenances, contracts, leases, franchises, and other intangibles relating thereto.
- (y) **“2023 Bonds”** has the meaning set forth in the recitals to this Resolution.
- (z) **“2023 Resolution”** has the meaning set forth in the recitals to this Resolution.
- (aa) **“2024A Resolution”** has the meaning set forth in the recitals to this Resolution.
- (bb) **“2024B Resolution”** has the meaning set forth in the recitals to this Resolution.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement.

For the purpose of paying the costs of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenues of the System the sum of up to \$10,369,862 and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the SDWLP in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference. The Mayor and the Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds.

The Bonds shall be designated “Subordinate Water Utility Revenue Bonds, Series 2026”; shall be dated the Original Issue Date; shall be numbered one and upward; shall bear interest at the rate of 2.365% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months; shall be issued in denominations of \$0.01 or any multiple thereof; and shall mature on May 1 in the years and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the form of Bond attached hereto as Exhibit A. Interest on the Bonds shall be payable semiannually on May 1 and November 1 of each year, commencing November 1, 2026. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments, taking in to account the debt service payments on the Senior Bonds and the Outstanding Bonds, is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration, and Payment of the Bonds.

The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and the Clerk of the Municipality and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on, the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Bond Registrar.

Both the principal of, and interest on, the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bonds will be payable upon presentation and surrender of the Bonds to the Bond Registrar. Payment of principal on the Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality (the “**Register**”), maintained by the Bond Registrar, on the Record Date and shall be paid by electronic money transfer or by check of the Municipality, sent by

overnight delivery service, to such registered owner at the address shown on the Register or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Each Bond is transferable only upon the Register at the office of the Bond Registrar, by the registered owner in person or its duly authorized attorney, upon surrender of the Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Bond Registrar, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name each Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes.

Section 5. Security for the Bonds.

The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund affirmed and continued hereunder, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, junior and subordinate to the pledge of Net Revenues in the Special Redemption Fund (as defined in the Senior Resolutions) granted to the owners of the Senior Bonds, and on a parity and equality of rank with the Outstanding Bonds. Sufficient revenues of the System are hereby pledged to the Debt Service Fund and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, the Outstanding Bonds, and any Parity Bonds as the same become due.

Section 6. Funds and Accounts.

In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of, premium, if any, and interest on, the Bonds, the Outstanding Bonds, and any Parity Bonds, the Municipality affirms, continues, and creates, as applicable, the following funds and accounts of the System, some of which were originally created, continued, or renamed, as applicable, under Section 34 of the 2007 Resolution and continued under the remaining Senior Resolutions, and some of which were originally created under Section 6 of the 2023 Resolution (collectively, the “**Funds and Accounts**”), to provide for the collection, distribution, and use of the Gross Revenues and proceeds of the Bonds, which shall be used solely for the following respective purposes:

- (a) Water Utility Revenue Fund (the “**Revenue Fund**”), into which shall be deposited as received the entire Gross Revenues of the System after deduction of amounts required by the Senior Resolutions to be deposited in the funds and accounts for the Senior Bonds, which money shall then be divided among the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund, and from the Surplus Fund to the Debt Service Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

(b) Water Utility Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”), which will be used to hold amounts expected to be used for the payment of the reasonable and necessary expenses of operating and maintaining the System, including salaries, wages, materials, supplies, and insurance, unless the balance in the Operation and Maintenance Fund exceeds the estimated operating and maintenance expenses of the System for the next succeeding 90 days, in which case the excess amount, (i) after deduction of amounts required by the Senior Resolutions to be deposited in the funds and accounts for the Senior Bonds must be transferred to the Debt Service Fund to remedy any deficiency in the Debt Service Fund, and (ii) if or to the extent that no such deficiency exists, then the remaining excess amount may be transferred to the Surplus Fund.

(c) Water Utility Special Redemption Fund (the “**Special Redemption Fund**”), which is divided into the following three accounts: (i) the “Interest and Principal Account”, (ii) the “Earnings Account”, and (iii) the “Reserve Account.” Amounts held in the Interest and Principal Account and the Earnings Account will be used only to pay principal of, and premium, if any, and interest on, the Senior Bonds and any Senior Parity Bonds. Amounts held in the Reserve Account will be used to pay principal of, or interest on, the Senior Bonds and any Senior Parity Bonds on any date when amounts in the Interest and Principal Account and the Earnings Account are insufficient to make such payments as provided in the Senior Resolutions.

(d) Water Utility Depreciation Fund (the “**Depreciation Fund**”), which will be used to hold amounts expected to be used to pay for repairs, replacements, extensions, or additions to the System, *provided*, that amounts in the Depreciation Fund can be used only if such amounts are not needed to make up any deficiency in the Interest and Principal Account or the Reserve Account described in (c) above, and the deposit to the Debt Service Fund for the payment of the Bonds, the Outstanding Bonds, and Parity Bonds.

(e) Water Utility Surplus Fund (the “**Surplus Fund**”), which shall be applied (i) *first*, as required by the Senior Resolutions, to pay principal of, and interest on, the Senior Bonds and any Senior Parity Bonds when the Special Redemption Fund for the Senior Bonds is insufficient for that purpose, and to remedy any deficiency in any of the Funds and Accounts as described in the Senior Resolutions, and (ii) *second*, as required by the Junior Resolutions, to make deposits to the Debt Service Fund described in (f) below to provide for the payment of the principal of, and interest on, the Bonds, the Outstanding Bonds, and any Parity Bonds as the same becomes due, and to remedy any deficiency in any of the Funds and Accounts. Notwithstanding the provisions of the Senior Resolutions, amounts in the Surplus Fund shall not be used for any other purpose except to the extent such amounts are in excess of the amounts required to pay the principal of, and interest coming due on, the Senior Bonds, any Senior Parity Bonds, the Bonds, the Outstanding Bonds, and any Parity Bonds on their next respective interest payment dates. If at the close of any Fiscal Year there is no such deficiency, then such amounts may be disbursed as follows:

(i) to retire the Bonds, the Outstanding Bonds, or any Parity Bonds in advance of maturity by redemption; or

(ii) to rebate payments made by customers of the System pursuant to any plan adopted by the Governing Body of the Municipality; or

(iii) to the general fund of the Municipality.

(f) Water Utility Subordinate Special Redemption Fund (the “**Debt Service Fund**”), which shall be used for the payment of the principal of, premium, if any, and interest on the Bonds, the Outstanding Bonds, and Parity Bonds as the same become due.

(g) 2026 Water Utility SDWLP Project Fund (the “**2026 Water Utility SDWLP Project Fund**”), which shall be used for the purpose of paying the costs of the Project as described in Section 13 hereof.

(h) 2026 Rebate Fund (the “**2026 Rebate Fund**”), which shall be used for the purpose of paying any rebate liability with respect to the Bonds as described in Section 16 hereof.

The Special Redemption Fund created under the Senior Resolutions for the Senior Bonds, including the Earnings Account and the Reserve Account therein, is not pledged to the payment of principal of or interest on the Bonds, the Outstanding Bonds, or any Parity Bonds, and amounts on deposit in the Special Redemption Fund shall not be used for the payment of principal of or interest on the Bonds, the Outstanding Bonds, or any Parity Bonds as the same becomes due.

Section 7. Application of Revenues.

Until all Bonds, Outstanding Bonds, and any Parity Bonds have been retired, or until there is on deposit in the Debt Service Fund an amount sufficient to provide for the payment of the Bonds, the Outstanding Bonds, and any Parity Bonds, together with interest thereon to maturity, the Gross Revenues of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

(a) to the Operation and Maintenance Fund, an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said fund from prior deposits);

(b) to the Special Redemption Fund, amounts sufficient to fund the accounts therein as required under the Senior Resolutions;

(c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System;

(d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required in (a) through (c) above have been completed, to be further

applied as described in Section 6(e) above, and the deposit to the Debt Service Fund described below; and

(e) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Bonds, the Outstanding Bonds, and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Bonds, the Outstanding Bonds, and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said fund from accrued interest, any premium or any other source);

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund, and from the Surplus Fund to the Debt Service Fund, shall be made monthly in the order indicated above, on such dates as are necessary to carry out the purposes of the respective funds, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the preceding month. Any other transfers and deposits to any fund required or permitted by subsection (a) through (e) of this Section 7, except transfers or deposits which are required to be made immediately or annually, shall be made on such dates as are necessary to carry out the purposes of the respective funds. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within 60 days after the close of such Fiscal Year.

It is the express intent and determination of the Governing Body that the amounts transferred from the Surplus Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Bonds, the Outstanding Bonds, and any Parity Bonds and the principal thereof as the same becomes due.

Section 8. Deposits and Investments.

The Debt Service Fund shall be kept apart from monies in the other funds and accounts and the same shall be used for no purpose other than the prompt payment of principal of, premium if any, and interest on, the Bonds, the Outstanding Bonds, and any Parity Bonds as the same become due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) of the Wisconsin Statutes. The other funds herein created or continued, as applicable (except the 2026 Water Utility SDWLP Project Fund created in Section 6 hereof) and if permitted under the Senior Resolutions, may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m) of the Wisconsin Statutes.

Section 9. Service to the Municipality.

The reasonable cost and value of services rendered to the Municipality by the System by furnishing water services for public purposes shall be charged against the Municipality and shall, to the extent permitted by law, be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy

of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Senior Bonds, the Bonds, the Outstanding Bonds, and any Parity Bonds, and any other debt obligations payable from the revenues of the System then outstanding times the greater of (i) 110%, or (ii) the highest debt service coverage ratio required with respect to any debt obligations payable from the revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Wisconsin Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; but neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants.

It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of its obligations as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds.

Additional obligations payable out of the revenues of the System that have a priority over the Bonds, the Outstanding Bonds, and any Parity Bonds may be issued as provided in the Senior Resolutions. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds, the Outstanding Bonds, and the Senior Bonds. Additional Parity Bonds may be issued only if all the following conditions are met:

- (i) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional Parity Bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System (other than obligations subordinate to the Bonds and the Outstanding Bonds), and on the bonds then to be issued, times the greater of (a) 1.10 or (b) the highest debt service coverage ratio to be required with respect to any Senior Bonds, Outstanding Bonds, and Parity Bonds then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional Parity Bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(ii) The payments required to be made into the funds listed in Section 6 of this Resolution must have been made in full.

(iii) Additional Parity Bonds must have principal maturing on May 1 of each year and interest due on May 1 and November 1 of each year.

(iv) The proceeds of additional Parity Bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

(v) Additional Parity Bonds may, at the discretion of the Municipality, be issued with the additional security of a reserve fund but any such reserve fund shall not be available as additional security for the Bonds.

Section 12. Sale of Bonds.

The sale of the Bonds to the SDWLP for the purchase price of up to \$10,369,862, and at par, is ratified and confirmed and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as herein above provided, necessary to conclude delivery of the Bonds to the SDWLP, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement. The officers of the Municipality are authorized to prepare and submit to the SDWLP any requisitions or disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds.

The proceeds of the sale of the Bonds shall be deposited by the Municipality into the 2026 Water Utility SDWLP Project Fund created and established under Section 6 hereof. The 2026 Water Utility SDWLP Project Fund shall be used solely for the purpose of paying the costs of the Project (including capitalized interest, if any, on the Bonds) as more fully described in the recitals of this Resolution and in the Financial Assistance Agreement. Moneys in the 2026 Water Utility SDWLP Project Fund shall be disbursed within three business days after their receipt from the SDWLP and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution.

After the issuance of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; *provided, however*, that no

amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance.

When all Bonds have been discharged, all pledges, covenants, and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest by the United States, or by a commission, board, or other instrumentality of the United States, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of the Bonds to maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund.

Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Municipality shall establish and maintain, so long as the Bonds are outstanding, a separate account known as the 2026 Rebate Fund under Section 6 hereof. The sole purpose of the 2026 Rebate Fund is to provide for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "**Regulations**"). The 2026 Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States Treasury from the 2026 Rebate Fund, on the dates and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the 2026 Rebate Fund and the investment income therefrom are not pledged as security for the Bonds, the Outstanding Bonds, or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

The Municipality may engage the services of a qualified rebate determination provider to assist it in determining the rebate payments, if any, owed to the United States with

respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability made with respect to the Bonds for each computation date until three (3) years after the April 15th of the calendar year immediately preceding the retirement of the last Bond. The Municipality shall make such records available to the SDWLP upon reasonable request therefor.

Section 17. Resolution a Contract.

The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all the Bonds have been paid in full as to both principal and interest. The owner or owners of any the Bonds shall have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure.

The officers of the Municipality are hereby authorized and directed, if requested by the SDWLP, to provide to the SDWLP and to such other persons or entities as directed by the SDWLP, such ongoing disclosure regarding the Municipality's financial condition and other matters, on such dates and in such manner as the SDWLP may require, in order that securities issued by the Municipality and the SDWLP satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or may be amended from time to time imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Application of Surplus Fund.

From and after the date of issuance of the Bonds, and while any of the Bonds, the Outstanding Bonds, and any Parity Bonds shall be outstanding, amounts in the Surplus Fund shall be applied (i) *first*, as required by the Senior Resolutions, to pay principal of, or interest on, the Senior Bonds and any Senior Parity Bonds when the Special Redemption Fund is insufficient for that purpose, and to remedy any deficiency in any of the Funds or Accounts, and (ii) *second*, as required by the Junior Resolutions, to make deposits to the Debt Service Fund to provide for the payment of the principal of, and interest on, the Bonds, the Outstanding Bonds, and any Parity Bonds as the same becomes due, and to remedy any deficiency in any of the Funds and Accounts. Notwithstanding the provisions of the Senior Resolutions, amounts in the Surplus Fund shall not be used for any other purpose except to the extent such amounts are in excess of the amounts required to pay the principal of, and interest coming due on, the Senior Bonds, any Senior Parity Bonds, the Bonds, the Outstanding Bonds, and any Parity Bonds on their next respective interest payment dates, as described in Section 6(e) of this Resolution.

Section 20. Publication of Notice.

The Clerk of the Municipality shall publish notice that the Municipality has agreed to sell the Bonds. The notice shall be published promptly after the date of the Financial Assistance Agreement in the Municipality's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form attached hereto as in Exhibit B. The Clerk shall obtain proof, in affidavit form, of the publication, and shall compare the published notice with the attached form to confirm that no mistake was made in publication.

Section 21. Conflicting Resolutions.

In case any part of a prior action of the Governing Body conflicts with this Resolution, that part of the prior action is hereby rescinded; except that this Section shall not be interpreted as rescinding any part of the Senior Resolutions. In the case of any conflict between this Resolution and the Senior Resolutions, the Senior Resolutions shall control as long as any Senior Bonds are outstanding.

Section 22. Amendment to 2026 Water Utility Capital Budget.

This resolution hereby amends the 2026 Water Utility Capital Budget to increase the previously authorized expenditure of \$10,000,000 for the Project to \$10,369,862.

Passed: August 4, 2026

Approved: August ____, 2026

Satya Rhodes-Conway, Mayor

Attest:

Lydia A. McComas, Clerk

EXHIBIT A

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
	STATE OF WISCONSIN	
No. R-1	CITY OF MADISON	\$10,369,862

SUBORDINATE WATER SYSTEM REVENUE BOND, SERIES 2026

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Issue Date</u>	<u>CUSIP</u>
_____%	May 1, 2046	August 26, 2026	None

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

PRINCIPAL AMOUNT: TEN MILLION THREE HUNDRED SIXTY-NINE THOUSAND EIGHT
HUNDRED SIXTY-TWO DOLLARS

THE CITY OF MADISON, WISCONSIN (the “**Municipality**”) hereby acknowledges itself to owe and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date or earlier installment payment date (as hereinafter described), and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. The actual interest amount due is based on the amount of principal drawn, from the dates so drawn (as hereinafter described), or from the most recent interest payment date to which interest has been paid. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2026. Interest is computed on the basis of a 360-day year of twelve 30-day months.

The Principal Amount evidenced by this Bond (the “**Bonds**”) may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement (as defined in the Resolution). The Principal Amount so drawn shall be repaid in annual installments on each May 1, beginning on May 1, 2028, in the amounts set forth in the repayment schedule attached as Exhibit B to the Financial Assistance Agreement and in the attached Schedule 2. The repayment schedule has been calculated by the State of Wisconsin Department of Administration (the “**State**”) assuming the full Principal Amount of the Bonds has been drawn by the Municipality on the Original Issue Date. The repayment schedule will be adjusted by the State from time to time based on the actual Principal Amounts drawn by the Municipality. The Principal Amounts so drawn shall be repaid in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at the Interest Rate shall result in equal annual payments of the total of principal of and interest on the Bonds. The State shall record draws of principal and repayments of principal in the format shown on the attached Schedule 1.

On each principal payment date (whether at maturity or earlier installment payment or redemption date) and on each interest payment date, the Treasurer of the Municipality (who will act as authentication agent, paying agent, and registrar for the Bonds), or any successor fiscal agent appointed by the Municipality to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10(2) of the Wisconsin Statutes (hereinafter called the “**Fiscal Agent**”), will pay the principal of, and interest on, this Bond by electronic funds transfer or by check sent by overnight delivery service to the person or entity in whose name this Bond is registered on the register (hereinafter called the “**Bond Register**”) maintained by the Fiscal Agent at the end of the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Bonds (the “**Record Date**”).

The Bonds are subject to optional redemption prior to maturity only as provided in the Financial Assistance Agreement and upon the written consent of the Registered Owner.

This Bond is transferable only upon the Bond Register in the office of the Fiscal Agent, by the Registered Owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Bond Registrar, duly executed by the Registered Owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Fiscal Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the water utility of the Municipality (the “**System**”), pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621 of the Wisconsin Statutes, and a resolution adopted on August 4, 2026, and entitled: “Resolution Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026, and Providing for Other Details and Covenants with Respect Thereto, and Authorizing an Amendment to the 2026 Water Utility Capital Budget” (the “**Resolution**”), and is payable only from the Debt Service Fund (as defined in the Resolution) continued by the Municipality under the Resolution and the revenues of the System pledged to such fund. The Bonds are issued expressly subordinate to Senior Bonds (as defined in the Resolution) previously issued by the Municipality payable from revenues of the System and, subject to certain conditions described in the Resolution, subordinate to future Senior Bonds to be issued by the Municipality payable from revenues of the System, and on a parity and equality of rank with the Municipality’s Outstanding Bonds (as defined in the Resolution). Under circumstances and subject to conditions stated in the resolution authorizing the issuance of the 2023 Bonds (as defined in the Resolution) and continued under the Resolution, additional bonds and notes may later be issued on a parity with the Bonds and the Outstanding Bonds (collectively, “**Parity Bonds**”). This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is a valid claim of the Registered Owner hereof only against the Debt Service Fund and the revenues of the System pledged to the Debt Service Fund. Sufficient

revenues of the System have been pledged to the Debt Service Fund to be used for no other purpose than to pay the principal of, and interest on, the Bonds, the Outstanding Bonds, and any Parity Bonds as the same becomes due.

It is hereby certified, recited, and declared that all acts, conditions, and procedures required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form, and manner as required by law; and that sufficient of the income and revenue to be received by the Municipality from the operation of the System has been pledged to and will be set aside into a special fund for the payment of the principal of, and interest on, this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the Original Issue Date specified above.

[SEAL]

CITY OF MADISON, WISCONSIN

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Lydia A. McComas, Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person’s authority to act must accompany this Bond.

SCHEDULE 1 TO BOND FORM

\$10,369,862

CITY OF MADISON, WISCONSIN

SUBORDINATE WATER SYSTEM REVENUE BONDS, SERIES 2026

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE 2 TO BOND FORM

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2028	\$438,634.20
May 1, 2029	449,007.90
May 1, 2030	459,626.94
May 1, 2031	470,497.11
May 1, 2032	481,624.37
May 1, 2033	493,014.79
May 1, 2034	504,674.59
May 1, 2035	516,610.14
May 1, 2036	528,827.97
May 1, 2037	541,334.75
May 1, 2038	554,137.32
May 1, 2039	567,242.66
May 1, 2040	580,657.95
May 1, 2041	594,390.52
May 1, 2042	608,447.85
May 1, 2043	622,837.64
May 1, 2044	637,567.75
May 1, 2045	652,646.23
May 1, 2046	668,081.32

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF MADISON, WISCONSIN RELATING TO BOND SALE

On August 4, 2026, pursuant to Section 66.0621 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Madison, Wisconsin (the “City”) authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On August 26, 2026 the City entered into a purchase agreement with the State of Wisconsin Safe Drinking Water Loan Program to whom the City agreed to sell its subordinate water utility revenue bonds in the principal amount of up to \$10,369,862. The closing of the bonds was held on August 26, 2026. A copy of all proceedings with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk at Room 101, City-County Building, 210 Martin Luther King, Jr. Boulevard, Madison, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: _____, 2026

/s/ Lydia A. McComas
City Clerk

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF MADISON

\$10,369,862

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 26, 2026

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 13251
Safe Drinking Water Loan Program Project No. 4837-15

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EXHIBIT F	PROJECT MANAGER SUMMARY PAGE
EXHIBIT G	LIST OF FEDERAL LAWS AND AUTHORITIES

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT, dated August 26, 2026 (the "FAA"), between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Madison, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, for repayment of the Loan; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports, and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26. "American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2025, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Madison, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Outstanding Municipal Obligations" means the Municipality's:

\$4,675,000 Subordinate Water Utility Revenue Bonds, Series 2023, dated October 11, 2023;
\$3,365,000 Subordinate Water Utility Revenue Bonds, Series 2024A, dated May 22, 2024; and \$2,932,862 Subordinate Water Utility Revenue Bonds, Series 2024B, dated July 24, 2024.

"Parity Obligations" mean any obligations issued on a parity with the Outstanding Municipal Obligations and the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the 2023 Municipal Obligation Resolution and continued in the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2025-0627, approved by DNR on February 9, 2026, as the same may be amended or modified from time to time in accordance with this FAA.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the projects assigned SDWLP Project No. 4837-15, Project No. 4837-16 and Project No. 4837-17 by DNR, and combined into Project No. 4837-15 as described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Senior Municipal Obligations" means the Municipality's:

\$41,610,000 Water Utility Revenue Bonds, Series 2015, dated December 17, 2015;

\$30,765,000 Water Utility Revenue Bonds, Series 2018A, dated December 20, 2018;

\$9,390,000 Taxable Water Utility Revenue Notes, Series 2018B, dated December 20, 2018;

\$33,680,000 Water Utility Revenue Refunding Bonds, Series 2019A, dated December 19, 2019;

\$13,055,000 Taxable Water Utility Revenue Refunding Bonds, Series 2019B, dated December 19, 2019;

\$14,560,000 Water Utility Revenue Refunding Bonds, Series 2026A, dated January 7, 2026;

and any other additional obligations issued on a parity with the above obligations pursuant to the restrictive provisions of the Senior Resolutions.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

“Water Rates” means a charge or system of charges levied on users of a water system for the user’s proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

“Water System” means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

“2023 Municipal Obligation Resolution” means the municipal obligation resolution authorizing the issuance of the 2023 municipal obligations, which are described in the definition of Outstanding Municipal Obligations.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2026 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$10,369,862 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality any basis therefor:

- (1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project is November 30, 2027.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting with DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality submitted a water rate application to the Public Service Commission. This water rate application is for Water Rates that shall generate sufficient revenues, together with other funds available to the Municipality, to pay all costs of operating and maintaining the facilities of the Municipality's entire Water System, in accordance with this FAA. The Municipality implemented the Water Rates upon the Wisconsin Public Service Commission's approval of the rate order.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$10,369,862. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 365/1000ths percent (2.365%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed from the date of disbursement until the date such amounts are repaid.

(d) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds

pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Water System, and the Municipality shall agree that, if revenues from the Water System are insufficient to meet annual debt service requirements, the Municipality shall purchase water services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Senior Municipal Obligations, the Outstanding Municipal Obligations, the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Water System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to the Senior Municipal Obligations, the Outstanding Municipal Obligations, any Parity Obligations, or any other debt obligations payable from the revenues of the Water System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 125 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.07 hereof.

Section 3.03. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on August 26, 2026. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual dates and amounts of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project

Section 3.04. Sale and Redemption of Municipal Obligations

- (a) Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.
- (b) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.
- (c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.
- (d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.05. Disbursement of Loan Proceeds

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Loan proceeds is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as a Loan prepayment.

(d) The SDWLP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(f) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality, or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water System directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Water Rates (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Senior Municipal Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's Water Rates or other revenues pledged under Section 3.07(a) above, to any person other than the SDWLP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality

(c) The Municipal Obligations, together with interest thereon, shall be payable only out of the Debt Service Fund created and established under the 2023 Municipal Obligation Resolution and continued in the Municipal Obligation Resolution. The Municipal Obligations shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund (as defined in the Municipal Obligation Resolution) and the revenues of the Municipality pledged to such fund, junior and subordinate to the pledge of Net Revenues in the Special Redemption Fund (as defined in the Senior Resolutions) granted to the owners of the Senior Municipal Obligations. Sufficient revenues of the Municipality are pledged under the Municipal Obligation Resolution to the Debt Service Fund and shall be used for no other purpose than to pay the principal of, premium, if any,

and interest on the Outstanding Municipal Obligations, the Municipal Obligations, and any Parity Obligations as the same become due.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV

CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of the Loan.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive

User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA; and

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Loan amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any Bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment to this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any).

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

(c) The Municipality shall follow all federal statutes and regulations prohibiting discrimination, without limitation, including the following:

- (1) Age Discrimination Act, Pub. L. 94-135
- (2) Equal Employment Opportunity, Executive Order 11246
- (3) Section 13 of the Clean Water Act, Pub. L. 92-500
- (4) Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250

(5) Title VI of the Civil Rights Act, Pub. L 88-352

(6) Participation by Disadvantaged Business Enterprises in Procurement, s. NR 162.08(4) and s. NR 166.11(4) Wis. Adm. Code.

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP. The SDWLP shall then apply the amount it receives as a Loan prepayment

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and

(4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the

Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance) For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any state revolving fund findings and/or resolution of prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when electronically delivered, hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
DIANE PUTZEL EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) CITY OF MADISON WATER UTILITY
119 EAST OLIN AVENUE
MADISON WI 53713-1431

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns. Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional loans for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for better assuring,

conveying, granting, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF MADISON

By: _____
Satya Rhodes-Conway
Mayor

Attest: _____
Lydia A. McComas
Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF MADISON
SDWLP Project No. 4837-15

	Total Project Costs	Ineligible Costs	SDWLP Award Amount
Force Account	250,000	0	250,000
Interim Financing	0	0	0
Preliminary Engineering	48,900	0	48,900
Land or Easement Acquisition	0	0	0
Engineering/Construction Mgmt.	1,005,200	0	1,005,200
Construction/Equipment	8,354,409	0	8,354,409
Contingency	668,353	0	668,353
Miscellaneous Costs	30,000	0	30,000
SDWLP Closing Costs	13,000	0	13,000
TOTAL	\$10,369,862	\$0	\$10,369,862

Madison City, Wisconsin**Exhibit B**

Project 4837-15 Safe Drinking Water Fund Program

Loan Closing Date:

August 26, 2026

Payment Date	Principal Payment	Interest Rate	Interest Payment	Principal & Interest	Bond Year Debt Service	Calendar Year Debt Service
1-Nov-26	0.00	2.365%	44,280.75	44,280.75	0.00	44,280.75
1-May-27	0.00	2.365%	122,623.62	122,623.62	166,904.37	0.00
1-Nov-27	0.00	2.365%	122,623.62	122,623.62	0.00	245,247.24
1-May-28	438,634.20	2.365%	122,623.62	561,257.82	683,881.44	0.00
1-Nov-28	0.00	2.365%	117,436.77	117,436.77	0.00	678,694.59
1-May-29	449,007.90	2.365%	117,436.77	566,444.67	683,881.44	0.00
1-Nov-29	0.00	2.365%	112,127.25	112,127.25	0.00	678,571.92
1-May-30	459,626.94	2.365%	112,127.25	571,754.19	683,881.44	0.00
1-Nov-30	0.00	2.365%	106,692.16	106,692.16	0.00	678,446.35
1-May-31	470,497.11	2.365%	106,692.16	577,189.27	683,881.43	0.00
1-Nov-31	0.00	2.365%	101,128.53	101,128.53	0.00	678,317.80
1-May-32	481,624.37	2.365%	101,128.53	582,752.90	683,881.43	0.00
1-Nov-32	0.00	2.365%	95,433.33	95,433.33	0.00	678,186.23
1-May-33	493,014.79	2.365%	95,433.33	588,448.12	683,881.45	0.00
1-Nov-33	0.00	2.365%	89,603.43	89,603.43	0.00	678,051.55
1-May-34	504,674.59	2.365%	89,603.43	594,278.02	683,881.45	0.00
1-Nov-34	0.00	2.365%	83,635.65	83,635.65	0.00	677,913.67
1-May-35	516,610.14	2.365%	83,635.65	600,245.79	683,881.44	0.00
1-Nov-35	0.00	2.365%	77,526.73	77,526.73	0.00	677,772.52
1-May-36	528,827.97	2.365%	77,526.73	606,354.70	683,881.43	0.00
1-Nov-36	0.00	2.365%	71,273.34	71,273.34	0.00	677,628.04
1-May-37	541,334.75	2.365%	71,273.34	612,608.09	683,881.43	0.00
1-Nov-37	0.00	2.365%	64,872.06	64,872.06	0.00	677,480.15
1-May-38	554,137.32	2.365%	64,872.06	619,009.38	683,881.44	0.00
1-Nov-38	0.00	2.365%	58,319.39	58,319.39	0.00	677,328.77
1-May-39	567,242.66	2.365%	58,319.39	625,562.05	683,881.44	0.00
1-Nov-39	0.00	2.365%	51,611.74	51,611.74	0.00	677,173.79
1-May-40	580,657.95	2.365%	51,611.74	632,269.69	683,881.43	0.00
1-Nov-40	0.00	2.365%	44,745.46	44,745.46	0.00	677,015.15
1-May-41	594,390.52	2.365%	44,745.46	639,135.98	683,881.44	0.00
1-Nov-41	0.00	2.365%	37,716.79	37,716.79	0.00	676,852.77
1-May-42	608,447.85	2.365%	37,716.79	646,164.64	683,881.43	0.00
1-Nov-42	0.00	2.365%	30,521.90	30,521.90	0.00	676,686.54
1-May-43	622,837.64	2.365%	30,521.90	653,359.54	683,881.44	0.00
1-Nov-43	0.00	2.365%	23,156.84	23,156.84	0.00	676,516.38
1-May-44	637,567.75	2.365%	23,156.84	660,724.59	683,881.43	0.00
1-Nov-44	0.00	2.365%	15,617.60	15,617.60	0.00	676,342.19
1-May-45	652,646.23	2.365%	15,617.60	668,263.83	683,881.43	0.00
1-Nov-45	0.00	2.365%	7,900.06	7,900.06	0.00	676,163.89
1-May-46	668,081.32	2.365%	7,900.06	675,981.38	683,881.44	675,981.38
Totals	10,369,862.00		2,790,789.67	13,160,651.67	13,160,651.67	13,160,651.67
Net Interest Rate				2.3650%		
Bond Years				118,003.7959		
Average Life				11.3795		

The above schedule assumes full disbursement of the loan on the loan closing date.

30-Jun-26 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of the first interest and principal payments. This schedule (Exhibit B), assumes all the loan funds are drawn on the loan closing date. Though borrowers often draw loan funds over time, interest only accrues when the funds are disbursed and after the date of each disbursement.

Payment schedules are based on when disbursements are drawn to date and are located at <https://eif.doa.wi.gov/>. Select "Loan Payment Schedule" on the lower half of the page.

Additional municipal loan reports are located at: <https://eif.doa.wi.gov/>. These reports include the following:

<u>Available Report</u>	<u>Information Provided</u>
Auditor Verification Report	Information commonly requested by municipal auditors. Available for completed calendar years.
Loan Account History	Loan disbursements, principal payments, and loan balance.
Loan Payment Schedule	Future principal and interest payments for disbursements.
Payment History	Past principal and interest payments.
Disbursement History	Past loan and grant disbursements.

Use the "Output to Excel" button at the bottom of the page to create the report in Microsoft Excel. Find details on generating reports at <https://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. Invoices are sent approximately 45 days prior to the due date. If the municipality has multiple loans, DOA will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due
November 1: interest payments due

Contact DOA staff for more information about your payment schedule at doaeif@wisconsin.gov.

EXHIBIT C
FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Madison (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4837-15 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4837-15 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D
OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT E
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality City of Madison				Project Number 4837-15	
Project Description Rehabilitate Well #12, Construct Zone 7/8 PRV/PSV Interconnection, & Construct Reservoir					
Are any DBEs expected to be utilized on the project? If yes, list below. Yes ☒ No ☐				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
<i>SAMPLE: ABC Engineering, LLC.</i>	☒ MBE ☐ WBE ☐ Other	<i>Non-construction</i>	<i>10,000</i>	<i>9,950</i>	<i>WisDOT</i>
Capital Steel Erectors, Inc.,	☐ MBE ☒ WBE ☐ Other	construction	24,400		
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				
	☐ MBE ☐ WBE ☐ Other				

* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number

EXHIBIT F
PROJECT MANAGER SUMMARY PAGE

CITY OF MADISON
SDWLP Project No. 4837-15

1. **Project Description:** The funding for this Project will be used to reconstruct Well No.12 pumphouse and to construct a new 1,000,000-gallon concrete reservoir on the Well No. 12 site. The pumphouse reconstruction will include the replacement of the existing well pump and motor, a new pressure reducing valve (PRV) and pressure safety valve (PSV), two high service pumps, new chemical feed equipment and SCADA equipment. The new 1,000,000-gallon concrete reservoir will replace the existing 150,000-gallon reservoir. Details regarding the Project can be found in the DNR water system facilities plan and specification approval letter, W-2025-0627, dated February 9, 2026. Three separate applications were submitted for funding: Rehabilitate Well No.12, Project No. 4837-15; Construct Well No. 12 Reservoir, Project No. 4837-16; and Construct Zone 7/8 PRV Interconnection, Project No. 4837-17. All three applications have been combined into Project No. 4837-15.
2. **Ineligible Costs:** There are no ineligible costs identified in the review of this Project. If the DNR identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Other Funding Sources for Eligible Project Costs:** There are no other funding sources for eligible Project costs.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet (Exhibit A), SDWLP funding in the amount of \$30,000 is included in the Miscellaneous category for:
 - ◆ Permits/Fees \$25,000
 - ◆ Baker Tilly \$5,000
5. **Contingency Allowance:** The contingency allowance of \$668,353 is eight percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **Disadvantaged Business Enterprise (DBE) Good Faith Effort:** The Municipality and the prime contractor, Joe Daniels Construction Company, Inc., made good faith efforts to solicit for DBE participation. Contractors are required to solicit for DBEs if they do any subcontracting. The Municipality placed a bid ad soliciting for DBEs. Joe Daniels Construction Company, Inc., placed a bid ad for DBE participation, and the following DBE was selected:
 - ◆ Capital Steel Erectors, Inc., WBE, construction, \$24,400 (estimated)
7. **Green Project Reserve:** No green project reserve elements were identified during the review of this Project.
8. **Build America, Buy America:** This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. **Environmental Review:** Based on the information submitted to the SDWLP regarding activities associated with this Project, the SDWLP has determined that the Project will result in a categorical exclusion (CE), under §6.204 (a)(1) with the following requirements and recommendations:

1.) A construction site storm water permit is required if the Project has one or more acres of total land disturbance.

2.) Rusty Patched Bumble Bee (Recommended):

This project overlaps the Rusty Patched Bumble Bee (RPBB) High Potential Zone and contains suitable habitat for the bee. Project proponents should follow the U.S. Fish and Wildlife Service S7 Guidance: <https://www.fws.gov/media/esa-section-7a2-voluntary-implementation-guidance-rusty-patched-bumble-bee>. Follow-up actions may include (as applicable):

- use native trees, shrubs and flowering plants in landscaping,
- provide plants that bloom from spring through fall (Wisconsin Native Plant Species List: <https://p.widencdn.net/tanvm9/NH0936>),
- remove and control invasive plants in any habitat used for foraging, nesting, or overwintering

If suitable habitat is present and will be affected by the project, please contact the USFWS Bloomington field office at (952) 252-0092 or TwinCities@fws.gov for further consultation.

The SDWLP environmental review specialist is available to answer any questions you may have regarding construction requirements or recommendations and the DNR construction management engineer may conduct site visits to verify requirements are being met. Failure to comply with construction requirements as well as any other action resulting in the taking of any federally listed species or significant negative environmental impact may result in a loss of funding.

If the Project site or activity is modified in any way that may alter the determination above, please contact the SDWLP environmental review specialist prior to the start of the new or altered construction. Failure to notify the SDWLP in the event of scope change, addition, or change in disturbance footprint leading to negative environmental impacts may result in a loss of funding.

10. Federal Single Audit: This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

EXHIBIT G
LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Administration of the Clean Air Act and the Federal water Pollution Control Act of 1973, (Executive Order 11738)
 - Section 306 of the Clean Air Act, 42 U.S.C. §7606 et seq.
 - Section 508 of the Clean Water Act, 33 U.S.C. §1368 et seq.
- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Civil Rights Laws
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C §2000d et seq.
 - Section 504 of the Rehabilitation Act of 1973, 29 U.S.C §794
 - The Age Discrimination Act of 1975, 42 U.S.C. §6102 et seq.
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended by Executive Order 12148)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended by Executive Order 12608)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.



Legislation Details (With Text)

File #:	94045	Version:	1	Name:	Water Utility Bonds 2026
Type:	Resolution	Status:		Status:	Report of Officer
File created:	7/14/2026	In control:		In control:	FINANCE COMMITTEE
On agenda:	8/4/2026	Final action:		Final action:	
Enactment date:		Enactment #:		Enactment #:	
Title:	Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026; and Providing for Other Details and Covenants with Respect Thereto and Authorizing an Amendment to the 2026 Water Utility Capital Budget.				
Sponsors:	Regina M. Vidaver				
Indexes:					
Code sections:					
Attachments:	1. Memo to Water Board RE 2026 SDWLP Revenue Bonds for funding Well 12 Project.pdf, 2. Madison Water Utility 2026 SDWLP Subordinate Water Bonds - Award Resolution.pdf				

Date	Ver.	Action By	Action	Result
7/21/2026	1	COMMON COUNCIL		
7/14/2026	1	Attorney's Office	Referred for Introduction	

Fiscal Note

This resolution authorizes the sale and issuance of \$10,369,862 subordinate water utility revenue bonds, series 2026 at an annual interest rate of 2.365% and repaid over the next 20 years. Annual debt service is estimated to be approximately \$680,000 and will be paid from Water Utility revenues. Interest costs are anticipated to total \$2.8 million over the next 20 years. The 2026 bond issuance will be awarded to the State of Wisconsin Department of Natural Resources (DNR), which administers the Safe Drinking Water Loan Program (SDWLP). This funding will be used for the Unit Well 12 reconstruction project (Munis #10452).

The Water Utility capital budget currently includes \$10.0 million in funding for the project. \$8.0 million was approved in the 2025 and 2026 budgets, and an additional \$2.0 million was approved through a 2026 resolution (Legistar file 92748). The final revenue bond is \$10,369,862, which is higher than the budget. This resolution further amends the project to increase budget authority by an additional \$369,862.

Title

Authorizing the Sale and Issuance of up to \$10,369,862 Subordinate Water Utility Revenue Bonds, Series 2026; and Providing for Other Details and Covenants with Respect Thereto and Authorizing an Amendment to the 2026 Water Utility Capital Budget.

Body

Please see attached Award Resolution.



City of Madison

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

Master

File Number: 93749

File ID: 93749

File Type: Resolution

Status: Items Referred

Version: 1

Reference:

Controlling Body: Finance
Department

File Created Date : 06/25/2026

File Name:

Final Action:

Title: Amending the Public Health Budget to Accept Grant Funds from the Medical College of Wisconsin (MCW), Inc. on behalf of the Advancing a Healthier Wisconsin Endowment (AHW) for Partnerships for Success: Innovative Health Support for Young Parents in Schools (2026 C RES -002)

Notes:

Sponsors: Joann Pritchett

Effective Date:

Attachments:

Enactment Number:

Author: Adrienne Bonow & Sarah Dobbins

Hearing Date:

Entered by: ABonow@publichealthmdc.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Health Department	06/25/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Board of Health Madison and Dane County (7/8/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/07/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	Notes: Additional referral to Board of Health Madison and Dane County.						
1	FINANCE COMMITTEE	07/07/2026	Referred	BOARD OF HEALTH FOR MADISON AND DANE COUNTY		07/17/2026	
	Action Text: This Resolution was Referred to the BOARD OF HEALTH FOR MADISON AND DANE COUNTY						
1	BOARD OF HEALTH FOR MADISON AND DANE COUNTY	07/17/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Lewis, seconded by MacMillan, to Return to Lead with the Recommendation for Approval to the Finance Committee. The motion passed by voice vote/other, 6-0						

Text of Legislative File 93749

Fiscal Note

The proposed resolution amends Public Health's 2026 operating budget to appropriate a \$250,000 grant from the Medical College of Wisconsin on behalf of the Advancing a Healthier Wisconsin Endowment. The grant does not require a local match and covers activities for the period 7/1/2026 to 6/30/2028.

Title

Amending the Public Health Budget to Accept Grant Funds from the Medical College of Wisconsin (MCW), Inc. on behalf of the Advancing a Healthier Wisconsin Endowment (AHW) for Partnerships for Success: Innovative Health Support for Young Parents in Schools (2026 C RES -002)

Body

WHEREAS, Public Health Madison and Dane County ("Public Health") proposes the acceptance of \$250,000.00 from the Medical College of Wisconsin ("MCW"), Inc. on behalf of the Advancing a Healthier Wisconsin Endowment ("AHW") for Partnerships for Success: Innovative Health Support for Young Parents in Schools; and

WHEREAS, The funding awarded is provided by AHW. Resources for AHW resulted from the conversion of the Blue Cross and Blue Shield United of Wisconsin to a stock insurance corporation and the distribution of one-half of the proceeds of the sale of stock to MCW. AHW's mission is to work with partners to serve as a catalyst for positive change in the health of Wisconsin communities. Funds are provided on a direct cost reimbursement basis in accordance with the terms of the agreement and covers activities for the period 7/1/2026 to 6/30/2028 ("Period of Performance"); and

WHEREAS, MCW on behalf of AHW awarded Public Health \$250,000.00 to partner with the Young Parent Collective (YPC), Madison Metropolitan School District (MMSD), and the Medical College of Wisconsin (MCW) to build on a 2025 pilot project to establish a replicable, scalable, effective model that empowers schools and districts across Wisconsin to improve young parents' maternal health, mental health, and educational outcomes, while advancing health equity for two generations-young parents and their children. Building on a previous Seed Grant, this project will expand and sustain the Pathways to Thrive model across Wisconsin, strengthening infrastructure, refining tools, building leadership and evaluation capacity among young parents; and

WHEREAS, the intergovernmental agreement creating the joint City-County health department requires approval of the City Council for a new grant over \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Madison authorizes the Director of Public Health, or their designee, to apply, sign the agreement, accept and expend the funding, and amend the 2026 Public Health Budget by \$250,000.00.



City of Madison

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

Master

File Number: 93981

File ID: 93981

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/13/2026

File Name: General Obligation Promissory Notes 2026

Final Action:

Title: Authorizing the Issuance and Establishing the Parameters for the Sale of Not to Exceed \$173,830,000 General Obligation Promissory Notes, of the City of Madison, Wisconsin, and Directing the Final Approval of the Terms Thereof.

Notes: 2026GenObNotes

Introduced BY TITLE ONLY on 7/21/2026

Sponsors: Satya V. Rhodes-Conway, Sabrina V. Madison And
Carmella Glenn

Effective Date:

Attachments: 93981 Body.pdf

Enactment Number:

Author: Matthew Robles

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	07/13/2026	Referred for Introduction				
	Action Text: This Ordinance was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93981

Fiscal Note

This resolution authorizes the issuance of up to \$173,830,000 in general obligation promissory notes for new money and refunding purposes and an irrevocable property tax sufficient for the purpose of paying principal and interest on the notes.

New Money

These notes will be used to finance current year projects and programs authorized in the 2026 adopted capital budget. A description of the specific expenditure purposes is included in the

resolution. The total amount includes cost of issuance of approximately \$390,000.

The notes will be structured with a tax-exempt series of approximately \$112 million with 10- and 20-year amortization periods, and an estimated taxable series of approximately \$32 million, for projects related to affordable housing and other purposes that do not meet the criteria for tax exemption under federal tax law. Of the \$112 million of tax-exempt debt, approximately \$85 million will be repaid over a 10-year period and \$27 million over a 20-year period. Projects supported with 20-year debt include the new Fire Station 6 and South Madison Public Health Clinic to be included in the Park-Badger CDA housing development, as well as the John Nolen Drive reconstruction project.

As was the case with the 2024 and 2025 debt issuances, the 2026 debt issuance is utilizing a recent change to state law that authorizes municipalities to issue promissory notes with a maturity of up to 20 years. The previous maximum allowable maturity for promissory notes was 10 years; borrowing with a longer maturity was considered to be bonds under prior state law. Issuing the debt as promissory notes allows municipalities to forego the initial resolution and other requirements associated with issuing bonds.

The resolution establishes parameters for maximum amount issued (described above) and a maximum true interest cost (interest rate) of 5.0 percent for tax-exempt debt and 6.0 percent for taxable debt. Under the resolution, the Finance Director is authorized to certify that the qualifying low bid based on the parameters. The Mayor and City Clerk are authorized to approve the sale as certified by the Finance Director. It is expected that the sale will occur around August 25, 2026 with closing and delivery prior to September 30, 2026. The authority granted in the resolution expires on December 31, 2026.

Interest on the \$144 million of debt for new money needs is estimated to total \$44 million over the repayment period of the notes. Annual principal and interest payments (debt service) on the notes are estimated to be \$20 million in 2027 and gradually decline to \$14 million by the last year of repayment in 2036 for the 10 year portion of the borrowing. The remaining 10 years on the 20 year notes will have annual debt service payments of approximately \$1.7 million. The city repays debt on a level principal basis (equal principal amounts each year). This approach reduces the overall interest cost compared with a level debt service basis (equal principal and interest costs each year).

The final sale is expected to include a reoffering premium, especially for the tax-exempt series. For over a decade, the final purchasers of the city's debt have been willing to pay cash upfront in order to receive higher interest payments from the city in future years. Reoffering premiums reflect purchasers' interest in hedging against a low interest rate investment if interest rates rise in the future. The city has placed parameters on bids in recent years in order to limit the amount of premium received to approximately 5% to 10% of the par value of the debt and avoid associated higher coupon interest rates.

The premium from the amount of tax-exempt debt issued for capital projects in this issuance, net of issuance costs and underwriter's discount, are estimated to be approximately \$9.5 million. The premium represents approximately 8.5% of the par value and compares favorably to the ratio of premium to par values in prior years:

2025 - 9%
2024 - 10%
2023 - 7%
2022 - 9%

2021 - 8%
2020 - 8%
2019 - 5%
2018 - 5%
2017 - 7%
2016 - 5%
2015 - 6%
2014 - 9%
2013 - 7%
2012 - 11%

The estimated net premium received will be used to pay debt service, as required under Wisconsin Statutes. While premium may be received for the taxable debt, investors typically will purchase such debt at a price at or just above par and without the larger amount of purchase premium seen in tax-exempt transactions.

Refunding

Up to approximately \$30 million of refunding notes are included in this resolution in the event that market conditions at the time of the competitive sale provide for economic savings from reduced debt service. Certain maturities from three series of debt issued in prior years are being monitored for refunding. At the time of this memo, the refunding opportunity is minimal but will continue to be monitored up to the tentative sale date of August 25th.

Title

Authorizing the Issuance and Establishing the Parameters for the Sale of Not to Exceed \$173,830,000 General Obligation Promissory Notes, of the City of Madison, Wisconsin, and Directing the Final Approval of the Terms Thereof.

Body

Please see Legistar File No. 93981 Body in Attachments

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING THE PARAMETERS FOR THE SALE OF NOT TO EXCEED \$173,830,000 GENERAL OBLIGATION PROMISSORY NOTES, OF THE CITY OF MADISON, WISCONSIN, AND DIRECTING THE FINAL APPROVAL OF THE TERMS THEREOF

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MADISON, WISCONSIN, as follows:

Section 1. Authority and Purpose. This resolution is adopted pursuant to Section 67.12(12) of the Wisconsin Statutes to authorize the issuance of notes for the improvements or purposes described below, to provide for the current refunding as market conditions permit of the Refunded Notes (as defined herein), and establishes the parameters for the sale of General Obligation Promissory Notes, in an aggregate principal amount not to exceed \$173,830,000 (the “Notes”) to be issued in one or more series. The Finance Director of the City (the “Finance Director”) will determine the final terms of the Notes within the parameters set forth herein pursuant to the authority and direction provided by Section 2.05 hereof.

A portion of the Notes will be issued for the following purposes:

CDA Redevelopment	Monona Terrace
Community Development	Planning & Arts
Economic Development	Parks Division
Engineering & Facilities	Police Department
Finance	Public Health
Fire Department	Storm Water Utility
Fleet Services	Streets Division
Information Technology	Tax Increment District
Library	Traffic Engineering
Mayor	Transportation
Metro Transit Utility	Water Utility

As market conditions permit, a portion of the Notes will be issued to refund all or a portion of the outstanding General Obligation Corporate Purpose Bonds, Series 2015-C, General Obligation Promissory Notes, Series 2018-A, and General Obligation Promissory Notes, Series 2019-A (the “Refunded Obligations”), of the City of Madison, Wisconsin (the “City”).

A portion of the proceeds from the Notes will also be used for costs of issuance related to the Notes.

The foregoing improvements or purposes are hereby authorized to be made or undertaken by the City. For the purpose of paying principal of and interest on the Notes, there is hereby levied on all the taxable property in the City a direct, annual, irrevocable tax sufficient for that purpose.

Section 2. Authorization, Terms of Notes, Sale and Direction to Determine Final Terms.

Section 2.01. To meet part of the estimated cost of the improvements or purposes described in Section 1 of this resolution, there is hereby appropriated the aggregate sum of not to exceed \$173,830,000. For the purpose of financing said appropriation, the Notes shall be issued in one or more series and sold in an aggregate principal amount of not to exceed \$173,830,000.

Section 2.02. *Original Issue Date and Designation.* The Notes shall be issued in one or more series, as further designated in the Approving Certificate (as defined herein), shall be dated their date of issuance, and shall be issuable in the denominations of \$5,000 or any integral multiple thereof. The Notes or each respective series thereof, shall be numbered consecutively from 1 upwards in order of their issuance and may bear such other identifying numbers or letters as may be useful to facilitate the registration, transfer and exchange thereof. Each Note shall be dated as of the interest payment date next preceding the date of issuance thereof, except that (a) if such date of issuance shall be prior to the first interest payment date, said Note shall be dated as of the date of delivery, (b) if such date of issuance shall be an interest payment date, said Note shall be dated as of such interest payment date, or (c) if interest due on said Note shall not have been paid in full, then notwithstanding any of the foregoing provisions, said Note shall be dated as of the date to which interest has been paid in full on said Note.

Section 2.03. *General Terms of the Notes, Payment Dates and Establishment of Parameters.*

(a) The Notes shall bear interest at the rate or rates determined by the Finance Director pursuant to Section 2.05 below, provided that the true interest cost of any tax-exempt Notes (including any refunding Notes), respectively, shall not exceed 5.00%, and the true interest cost of any taxable Notes, respectively, shall not exceed 6.00%. Interest on the Notes shall be payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2027. Interest shall be computed upon the basis of a 360-day year or twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The principal of and premium, if any, on the Notes shall be payable in lawful money of the United States of America at the principal corporate trust office of the bank, trust company or national banking association designated in Section 7 of this resolution. Interest on the Notes shall be payable in lawful money of the United States of America on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the note registrar, as of the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date. Interest on the Notes shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books.

(b) The Notes shall be issued in the aggregate principal amounts and mature on October 1 in the years and in the amounts, respectively, as determined by the Finance Director pursuant to Section 2.05 below, provided that the Notes shall mature no later than October 1, 2046, and provided further that, subject to Section 2.01, the aggregate principal amount of the Notes shall not exceed \$173,830,000.

(c) The costs of issuance for the Notes (not including any underwriter's spread) will be paid for with a portion of the Note proceeds, provided the sale of the Notes only occurs if these aggregate costs of issuance for the Notes paid with proceeds of the Notes does not exceed \$390,000.

(d) Notes issued for the purpose of the current refunding of any of the Refunded Obligations will be issued at the determination of the Finance Director and can only be issued if there are debt service savings resulting from such refunding.

(e) The Notes may be subject to redemption prior to maturity as further described in the Approving Certificate.

Notice of the redemption of Notes shall be mailed by the note registrar not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Notes to be redeemed at their last addresses appearing on said registration books. The Notes or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and, if, on the redemption date, moneys for payment of the redemption price of all the Notes or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Notes or portions thereof shall cease to accrue and shall become payable. If there shall be drawn for redemption less than all of a Note, the City shall execute and the note registrar shall authenticate and deliver, upon the surrender of such Note, without charge to the owner thereof, for the unredeemed balance of the Note so surrendered, Notes of like maturity and of the denomination of \$5,000 or any integral multiple thereof.

(f) The Notes may be initially issued in temporary form and shall be exchanged for definitive printed Notes as soon as possible. The temporary Notes shall be executed as provided herein and shall be in substantially the form set forth in Section 5 hereof.

Section 2.04. Offering and Sale of the Notes. The City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly"), as its independent municipal advisor. The Notes shall be offered by way of competitive public sale(s) on the date(s) and time(s) approved by the Finance Director in consultation with Baker Tilly. In connection with said sale, the officers and employees of the City are hereby authorized to cooperate with Baker Tilly and participate in the preparation of an official statement for the Notes. Baker Tilly is authorized and directed to receive bids for the purchase of the Notes, respectively, on behalf of the City.

Section 2.05. Direction to Determine Final Terms of Notes Pursuant to this Resolution. Subject to the satisfaction of the requirements, conditions and parameters set forth in this resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to execute, issue and sell the Notes, in one or more series, to the to be determined purchaser(s) thereof, for, on behalf of and in the name of the City. The issuance and sale of the Notes to the purchasers (including any Notes issued for the current refunding of the Refunded Obligations), respectively, is conditioned upon the determination by the Finance Director of the date or dates of the Notes, definitive principal amount(s), maturity years, maturity principal amounts, underwriter's discount, interest rates, whether a series of Notes is issued as tax-exempt or taxable, whether the Notes issued

for the current refunding of the Refunded Obligations results in debt service savings, optional and mandatory redemption provisions, if any, the purchase price for the Notes, respectively, the costs of issuance to be paid for with proceeds of the Notes, and any other necessary provisions that are not in conflict with this resolution. The determination of the Finance Director pursuant to the parameters set forth in this resolution shall be evidenced by a certificate signed by said officers setting forth those definitive terms in substantially the form attached hereto as Exhibit A (the "Approving Certificate"), with such further additions or changes as the Finance Director may determine shall be necessary.

The officers, attorneys, and other agents or employees of the City are hereby authorized to do all acts required of them to carry out the purposes of this resolution as shall be necessary, advisable, desirable, or appropriate in connection with this resolution and the issuance, sale, and delivery of the Notes, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions.

Section 3. Execution and Authentication of Notes. The Notes shall be executed in the name of the City by the manual or facsimile signatures of its Mayor and City Clerk and the corporate seal of the City, or a facsimile thereof, shall be thereunto affixed, impressed or otherwise reproduced thereon.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Notes shall cease to hold such office before the issuance of the Notes, such Notes shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Notes had not ceased to hold such office. Any Note may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Note such person may not have held such office. No recourse shall be had for the payment of any Notes against any officer who executes the Notes.

The Notes shall bear thereon a certificate of authentication executed manually by the Note registrar. No Note shall be entitled to any right or benefit under this resolution or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the note registrar.

Section 4. General Obligations. The full faith and credit of the City is hereby irrevocably pledged to the punctual payment of the principal of and interest on the Notes. The Notes shall be direct and general obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable property in the City for the payment of the Notes and the interest thereon, without limitation as to rate or amount.

Section 5. Form of Notes. The Notes shall be issued as fully registered Notes and shall be in substantially the following form, respectively, with such changes as may be approved by the Finance Director, the blanks to be appropriately completed when the Notes are printed:

(Form of Notes)

UNITED STATES OF AMERICA

STATE OF WISCONSIN

COUNTY OF DANE

CITY OF MADISON

**[TAXABLE] GENERAL OBLIGATION [REFUNDING] PROMISSORY NOTE, SERIES
[2026-__]**

REGISTERED
NO. _____

REGISTERED
\$ _____

DATED DATE	INTEREST RATE	MATURITY DATE	CUSIP
_____, 2026	_____%	October __, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The CITY OF MADISON (the “City”), a municipal corporation of the State of Wisconsin situate in the County of Dane, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, the principal amount specified above on the maturity date specified above, unless this note shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount from the dated date hereof at the interest rate per annum specified above, payable in lawful money of the United States of America on April 1, 2027, and semiannually thereafter on the first days of October and April and in each year until the principal amount shall have been paid, by check or draft mailed to the registered owner of record hereof as of the fifteenth day of the calendar month next preceding such interest payment date, at the address of such owner appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of U.S. Bank Trust Company, National Association, in Milwaukee, Wisconsin, as fiscal agent pursuant to Section 67.10(2), Wisconsin Statutes, and as note registrar or its successor (the “Note Registrar”). This note, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this note at the principal corporate trust office of the Note Registrar. The full faith and credit of the City are irrevocably pledged for the punctual payment of the principal of and interest on this note according to its terms.

This note is part of a series of notes issued in the aggregate principal amount of \$[_____] , which are all of like tenor except as to date, maturity, rate of interest and option of redemption. The notes are being issued for the following purposes:

<u>Purpose</u>	<u>Amount</u>
CDA Redevelopment	\$
Community Development	

Economic Development	
Engineering & Facilities	
Finance	
Fire Department	
Fleet Services	
Information Technology	
Library	
Mayor	
Metro Transit Utility	
Monona Terrace	
Planning & Arts	
Parks Division	
Police Department	
Public Health	
Refunding	
Storm Water Utility	
Streets Division	
Tax Increment District	
Traffic Engineering	
Transportation	
Water Utility	
Subtotal	\$
Costs of Issuance	\$
Deposit to Debt Service Fund	\$
Additional Deposit to Project Fund	\$
Underwriter's Compensation	\$
Total Uses of Funds	<u>\$</u>

The notes are authorized and issued under and pursuant to Section 67.12(12) of the Wisconsin Statutes and under and in accordance with a resolution adopted by the Common Council of the City on August 4, 2026, and entitled: “Resolution Authorizing the Issuance and Establishing the Parameters for the Sale of Not to Exceed \$173,830,000 General Obligation Promissory Notes, of the City of Madison, Wisconsin, and Directing the Final Approval of the Terms Thereof.”

The notes maturing on or after October 1, 20__, are subject to redemption prior to maturity as a whole or in part at the option of the City upon notice as herein provided, [in any order of maturity at the discretion of the City and by lot within a single maturity], on October 1, 20__, and on any date thereafter, at a redemption price equal to 100% of the principal amount thereof to be redeemed plus accrued interest to the redemption date and without premium.

[The notes maturing on October 1, 20__ and October 1, 20__ (the “Term Notes”) are subject to mandatory sinking fund redemption prior to maturity by lot at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from mandatory sinking fund payments which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Notes specified below:

Term Note maturing on October 1, 20[__]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
October 1, 20__	\$
October 1, 20__ *	

Term Note maturing on October 1, 20[__]

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
October 1, 20__	\$
October 1, 20__	
October 1, 20__ *	

*Maturity

The principal amount of the Term Notes required to be redeemed on the mandatory redemption date may be reduced through the earlier optional redemption thereof, with any partial optional redemption of notes of such maturity credited against the future mandatory redemption requirement for such notes. In addition, on or prior to the 60th day preceding the mandatory redemption date, the Note Registrar may, and if directed by the City, shall, purchase Term Notes in an amount not exceeding the amount of the notes required to be redeemed on such date and at a price not exceeding the principal amount thereof plus accrued interest. Any Term Notes so purchased shall be canceled and the redemption thereof shall be credited against the principal amount of such Term Notes required to be redeemed on the mandatory redemption date.]

Notice of the redemption of notes shall be mailed by the Note Registrar not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of notes to be redeemed at their last addresses appearing on such registration books. The notes or portions thereof specified in said notice shall become due and payable at the applicable redemption

price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the notes or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such notes or portions thereof shall cease to accrue and shall become payable.

This note is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Note Registrar together with a written instrument of transfer satisfactory to the Note Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered note or notes, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this note shall be issued to the transferee in exchange therefor. In like manner, this note may be exchanged for an equal aggregate principal amount of notes of the same maturity and interest rate and of any of such authorized denominations. The City or the Note Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this note. No other charge shall be made for the privilege of making such transfer or exchange. The City and the Note Registrar may treat and consider the person in whose name this note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and the interest due hereon and for all other purposes whatsoever.

This note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Note Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this note in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law, that a direct, annual, irrepealable tax has been levied by the City sufficient to pay the interest when it falls due and also to pay and discharge the principal at maturity, and that the series of notes of which this note is one, together with all other indebtedness of the City, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the CITY OF MADISON has caused this note to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and its City Clerk, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon.

CITY OF MADISON

Mayor

(SEAL)

City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This note is one of the [Taxable] General
Obligation [Refunding] Promissory Notes,
Series [2026-__], described in the
within-mentioned resolution.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Note Registrar

By _____
Authorized Officer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____ the within note and hereby irrevocably constitutes _____ and appoints _____ attorney to transfer the said note on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guarantee

[End of Form of Notes]

Section 6. Transfer, Exchange and Registry. The Notes shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Note shall be transferable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the note registrar, by the registered owner thereof in person or by the owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the note registrar and duly executed by the registered owner or the owner's duly authorized attorney. Upon the surrender for transfer of any such Note, the City shall execute and the note registrar shall authenticate and deliver a new Note or Notes registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Note. Notes, upon surrender thereof at the principal corporate trust office of the note registrar, with a written instrument satisfactory to the note registrar, duly executed by the registered owner or the owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Notes of the same maturity and interest rate and of the denominations of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of Notes, the City or the note registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange.

The note registrar shall not be required to transfer or exchange any Note after notice of the redemption of all or a portion thereof has been mailed. The note registrar shall not be required to transfer or exchange any Note during a period of 15 days next preceding the mailing of a notice of redemption that could designate for redemption all or a portion of such Note.

The City and the note registrar may deem and treat the person in whose name any Note shall be registered upon the registration books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums or sums so paid, and neither the City nor the note registrar shall be affected by any notice to the contrary.

In order to provide for the initial issuance of the Notes in a form that provides for a system of book-entry only transfers, the ownership of one fully registered Note for each maturity in the aggregate principal amount of such maturity shall be registered in the name of Cede & Co., as a nominee of The Depository Trust Company, New York, New York ("DTC"). In the event that the City determines that the system of book-entry only transfers through DTC (or a successor securities depository) is not in the best interests of the Beneficial Owners (as hereinafter defined) of the Notes or is burdensome to the City, the City may notify DTC, whereupon DTC will notify the DTC Participants (as hereinafter defined) of the availability through DTC of Note certificates. In such event, the City shall issue and the note registrar shall authenticate, transfer and exchange Note certificates as requested by DTC of like principal amount, series and maturity, in denominations of \$5,000 or any integral multiple thereof to the identifiable Beneficial Owners, in replacement of such Beneficial Owners' beneficial interests in the Notes. For the purposes of this paragraph, the term "Beneficial Owners" shall mean (a) those persons for whom DTC was created to hold their securities ("DTC Participants"), and (b) the persons for whom the DTC Participants acquire interests in the Notes as nominees.

Section 7. Note Registrar. The City will enter into a contract with and designate U.S. Bank Trust Company, National Association, Milwaukee, Wisconsin, to serve as fiscal agent pursuant to Section 67.10(2), Wisconsin Statutes, and as note registrar. The City covenants that it shall at all times retain a bank, trust company or national banking association to act as note registrar with respect to the Notes, that it will maintain at the designated office of such note registrar a place where Notes may be presented for payment and registration of transfer or exchange and that it shall require that the note registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this resolution in a manner consistent with the standards, customs and practices of the municipal securities business.

The note registrar shall signify its acceptance of the duties and obligations imposed upon it by this resolution by executing the certificate of authentication on any Note, and, by such execution, the note registrar shall be deemed to have certified to the City that it has all requisite power to accept, and has accepted, such duties and obligations not only with respect to the Note so authenticated but with respect to the Notes. The note registrar is the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or default. The note registrar shall, however, be responsible for any representation in its certificate of authentication on the Notes.

The City may remove the note registrar at any time. In case at any time the note registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the note registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the note registrar

or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor note registrar. The City shall mail notice of such appointment made by it to each registered owner of Notes within 20 days after such appointment.

Section 8. Borrowed Money Funds. The principal proceeds from the sale of each series of Notes to finance the estimated cost of the improvements or purposes described in Section 1 of this resolution shall be paid into the City treasury and entered in a fund separate and distinct from all other funds, with each fund to be designated as determined in the Approving Certificate. Money in each fund shall be used solely for the purposes for which the applicable series of Notes were issued, including repayment of any temporary loan or reimbursement of any temporary advance made in anticipation of the issuance of said Notes, respectively.

Section 9. Refunding Notes. The principal proceeds from the sale of each series of Notes issued to refund the Refunded Obligations shall be paid into the City treasury and entered in a fund separate and distinct from all other funds, with each fund to be designated as determined in the Approving Certificate. Money in each fund shall be used solely for the purposes for which the applicable series of Notes were issued.

Section 10. Tax Levy. For the purpose of paying the principal amounts of the Notes as the same shall mature, and to pay the interest thereon as the same shall come due, there is hereby levied, for each year in which any of the Notes shall be outstanding, direct, annual, irrevocable taxes in amounts fully sufficient to pay such principal and interest, and the specific amounts levied for each year shall be set forth in the Approving Certificate.

Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

Section 11. Extension of Taxes. The amounts of taxes levied pursuant to Section 9 hereof, as further detailed in the Approving Certificate, shall be carried onto the tax roll by the City from year to year and collected as other taxes are collected; and such amounts may be reduced in any year only by any amount of surplus money in the Debt Service Fund created pursuant to Section 67.11, Wisconsin Statutes.

Section 12. Debt Service Funds. There is hereby created for each series of Notes a debt service fund (the "Debt Service Fund") to be further designated as set forth in the Approving Certificate, to be established and maintained in accordance with generally accepted accounting principles. Into the respective Debt Service Fund, there shall be deposited the following: (a) all premium and accrued interest from the sale of the applicable series of Notes; (b) all money raised by taxation pursuant to Section 9 hereof allocable to said Notes; (c) any surplus in the Borrowed Money Fund created in Section 8 hereof for said Notes; and (d) such additional amounts as may at any time be necessary to pay the principal of and interest on said Notes as the same shall become due.

Section 13. Application and Investment of Note Proceeds. Following the sale of the Notes, the Mayor and City Clerk are hereby authorized and directed to cause the Notes to be

printed, and to execute and deliver the Notes to the purchasers thereof upon payment therefor; and the principal proceeds from the sale of the Notes shall be used only for the purposes and in the manner required by law and by this resolution. The proceeds may be invested in the manner permitted by law, subject to the restrictions contained in the next succeeding section.

Section 14. Tax Covenants.

(a) The City shall not take, nor omit to take, any action that is lawful and within its power to take, which action or omission would cause interest on any tax-exempt Notes to become subject to federal income taxes in addition to federal income taxes to which interest on such tax-exempt Notes is subject on the date of issuance thereof.

(b) The City shall not permit any of the proceeds of the tax-exempt Notes, or any facilities financed with such proceeds, to be used in any manner that would cause any of the tax-exempt Notes to constitute a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986 (the “Code”).

(c) The City shall not permit any of the proceeds of the tax-exempt Notes or other moneys to be invested in any manner that would cause any tax-exempt Note to constitute an “arbitrage bond” within the meaning of Section 148 of the Code.

(d) The City shall comply with the provisions of Section 148(f) of the Code relating to the payment of certain investment earnings at periodic intervals to the United States of America; provided, however, that such payment shall not be required to the extent the City receives an opinion of nationally recognized bond counsel (which opinion may be given in reliance upon a ruling or rulings of the Internal Revenue Service) to the effect that such payment is not necessary to preserve the exemption from federal income taxes of interest on the tax-exempt Notes.

Section 15. Continuing Disclosure. In connection with the sale of the Notes, the Finance Director or the Finance Director’s designee (an “Authorized Officer”) is hereby authorized to execute and deliver a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”) evidencing the City’s agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12, adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Any Authorized Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its respective terms from time to time following its execution and delivery as said officer shall deem necessary. In addition, an Authorized Officer is authorized to make or cause to be made all future filings with the Municipal Securities Rulemaking Board with respect to any debt obligations, all in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. Notwithstanding any other provision of this resolution, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any applicable Note to seek mandamus or specific

performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 16. Defeasance and Payment of Notes.

(a) If the City shall pay or cause to be paid to the registered owners of a series of Notes the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this resolution, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the registered owners and the beneficial owners of such Notes shall be discharged and satisfied.

(b) Any series of Notes, whether at or prior to the maturity or the redemption date of such Notes, shall be deemed to have been paid within the meaning of this Section if (i) in case any such Notes are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Notes for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (A) moneys in an amount which shall be sufficient, or (B) "Federal Obligations" as defined in paragraph (c) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Notes on and prior to the applicable redemption date or maturity date thereof.

(c) As used in this Section, the term "Federal Obligations" means (i) noncallable, direct obligations of the United States of America, (ii) noncallable and nonprepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) noncallable, nonprepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 17. Resolution To Constitute a Contract. The provisions of this resolution and the executed Approving Certificate shall constitute a contract between the City and the owner or owners of the Notes. Any pledge made in this resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Notes of a series. All of the Notes of a series, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof except as expressly provided in or pursuant to this resolution. This resolution shall constitute full authority for the issuance of the Notes in accordance with the parameters set forth herein, and to the extent that the provisions of this resolution conflict with the provisions of any other resolution of the City, the provisions of this resolution, as amended, shall control. If any section, paragraph or provision of

this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Notice. The City Clerk is authorized to publish a notice of the issuance of the Notes as a class 1 notice pursuant to Section 893.77, Wisconsin Statutes.

Section 19. Expiration of Authority. If the Finance Director has not determined the final terms of the Notes pursuant to Section 2 hereof and the sale of the Notes to the purchasers, respectively, has not occurred in accordance with the terms of this resolution by December 31, 2026, then the authority granted in this resolution shall expire and be of no further force and effect.

Section 20. Effective Date. This resolution shall become effective immediately upon its passage, the public welfare requiring it.

Adopted this 4th day of August, 2026, by roll call vote as follows:

Ayes:

Nays:

Approved:

Mayor

(SEAL)

Attest:

City Clerk

EXHIBIT A

FORM OF APPROVING CERTIFICATE

**CERTIFICATE APPROVING DETAILS OF \$_____ [TAXABLE] GENERAL
OBLIGATION [REFUNDING] PROMISSORY NOTES, SERIES 2026-[__] [ADD
APPLICABLE CAPTION FOR EACH SERIES]**

I, David P. Schmiedicke, the Finance Director of the City of Madison, Wisconsin (the “City”) hereby certifies that:

1. Resolution. On August 4, 2026, the Common Council of the City adopted Resolution No. _____ (the “Resolution”) authorizing the issuance and establishing parameters for the sale of General Obligation Promissory Notes, to be issued in one or more series, in an aggregate principal amount not to exceed \$_____ (the “Notes”) and directing the Finance Director to determine the details for the Notes within such parameters. Capitalized terms used herein which are not defined shall have the meanings given in the Resolution.

2. Certain Terms of the [Taxable][Refunding] Series 2026-[__] Notes [Add section for each series of Notes]. The [Taxable] Series 2026-[__] shall be designated as “[Taxable] General Obligation [Refunding] Promissory Notes, Series 2026-[__]” (the “[Taxable][Refunding] Series 2026-[__] Notes”). In compliance with the parameters set forth in the Resolution, the [Taxable] Series 2026-[__] Notes shall be dated _____, 2026, shall be issued in the aggregate principal amount of \$_____, and shall mature on October 1 in the years 20__ through 20__ (which is not later than October 1, 20[__], as required by the Resolution), in the principal amounts, and shall bear interest at the rates per annum, set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

The true interest rate on the [Taxable][Refunding] Series 2026-[__] Notes (computed taking the purchaser’s compensation into account) is _____% (which is not in excess of _____%, as required by the Resolution). The debt service schedule on the [Taxable][Refunding] Series 2026-[__] Notes is attached hereto as Exhibit A-1.

3. Purchase Price of the Notes. The Series 2026-[__] Notes were sold to _____ (the “2026-__ Purchaser”) in accordance with the Terms of Offering and Bid Form prepared by

Baker Tilly Municipal Advisors, LLC (“Baker Tilly”), as the City’s independent municipal advisor and in accordance with the Resolution at a price of \$_____ [and accrued interest to the date of delivery]. The [Taxable] Series 2026-[] Notes were sold to _____ (the “2026-____ Purchaser”) in accordance with the Terms of Offering and Bid Form prepared by Baker Tilly and in accordance with the Resolution at a price of \$_____ [and accrued interest to the date of delivery]. The [Refunding] Series 2026-[] Notes were sold to _____ (the “2026-____ Purchaser”) in accordance with the Terms of Offering and Bid Form prepared by Baker Tilly and in accordance with the Resolution at a price of \$_____ [and accrued interest to the date of delivery].

4. Costs of Issuance. The aggregate costs of issuance for the Notes (not including any underwriter’s spread) to be paid with proceeds of the Notes does not exceed \$_____.

5. Optional Redemption Provisions of the Notes. At the option of the City, the Notes maturing on October 1, 20__ and thereafter shall be subject to redemption prior to maturity on October 1, 20__ or on any date thereafter, in whole or in part, and if in part, at the option of the City and in such manner as the City shall determine.

[Partial redemption provisions to be determined.]

6. [Mandatory Redemption.]

7. Tax Levy. For the purpose of paying the principal amounts of the Notes as the same shall mature, and to pay the interest thereon as the same shall come due, there is hereby levied, for each year in which any of the Notes shall be outstanding, direct, annual, irrevocable taxes in amounts fully sufficient to pay such principal and interest, and the specific amounts levied for each year as follows:

	Amount of
<u>Year of Levy</u>	<u>Principal and Interest (\$)</u>

Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the

collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

8. Designation of Borrowed Money Fund. The borrowed money fund for the [Taxable][Refunding] Series 2026-[] Notes is hereby designated as “[Taxable] General Obligation [Refunding] Promissory Notes, Series 2026-[], Borrowed Money Fund.” *[repeat for each series]*

9. Designation of Debt Service Fund. The debt service fund for the [Taxable] Series 2026-[] Notes is hereby designated as “[Taxable] General Obligation [Refunding] Promissory Notes, Series 2026-[], Debt Service Fund” *[repeat for each series]*.

10. Approval. This Certificate constitutes the City’s approval of the date of issuance and the definitive principal amount, maturity years, maturity principal amounts, underwriter’s discount, interest rates, optional [and mandatory] redemption provisions, purchase price for the Notes, and the costs of issuance to be paid for with proceeds of the Notes, in satisfaction of the conditions and parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on [Sale Date], 2026 pursuant to the authority delegated to me in the Resolution.

Finance Director

[Signature page to Approving Certificate]

EXHIBIT A-1

[TAXABLE][REFUNDING] SERIES 2026-[__] DEBT SERVICE SCHEDULE

CERTIFICATE

I, Lydia McComas, hereby certify that I am the qualified and acting City Clerk of the City of Madison, Wisconsin (the “City”), and that I am the legal custodian of the papers and records of the City, and as such officer I further certify that I have compared the attached resolution with the original minutes of the meeting of the Common Council of the City held on August 4, 2026, at which meeting a quorum was present and acting throughout, and that such resolution is a complete and correct copy of a resolution duly adopted at said meeting and authorizing the issuance and sale of not to exceed \$[_____] of the City’s General Obligation Promissory Notes, to be issued in one or more series, in accordance with the conditions and parameters set forth therein.

I further certify that said resolution was approved by Mayor Satya Rhodes-Conway on August ___, 2026, and that I recorded said resolution in the records kept in my office.

I further certify that notice to the public and to the official City newspaper and to those news media that have filed a written request for such notice, of the time, place and subject matter of the Common Council meeting of August 4, 2026, was given by the Mayor or the Mayor’s designee pursuant to Subchapter V of Chapter 19, Wisconsin Statutes, by posting a written notice thereof at a public bulletin board in the City Hall, and by such other means as was reasonably likely to apprise the members of the public and the news media thereof, all such notices having been given not less than 24 hours prior to the commencement of said meeting.

WITNESS my official signature and the corporate seal of the City this ___ day of August, 2026.

City Clerk

(SEAL)



City of Madison

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

Master

File Number: 93980

File ID: 93980

File Type: Resolution

Status: Report of Officer

Version: 2

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/13/2026

File Name: Authorizing the City to purchase a Taxable General
Obligation Promissory note issued by the Community
Development Authority of the City of Madison.

Final Action:

Title: SUBSTITUTE: Authorizing the City to issue loans not to exceed \$5,691,636.97 to
the Community Development Authority related to the Monona Shores Apartments
and Revival Ridge Apartments.

Notes: Introduce by title only on 7/21/26

Sponsors: Satya V. Rhodes-Conway

Effective Date:

Attachments: 2026 CDA promissory note amortization schedule
07132026v3.xlsx, Hyperlink, 93980 v1.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: abannon@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Department	07/13/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93980

Fiscal Note

This resolution authorizes a loan from the City of Madison to the Community Development Authority of the City of Madison. Funds will be used to pay off existing bank loans for Revival Ridge and Monona Shores properties and fund major capital improvements at Revival Ridge. This loan will be executed via a promissory note issued by the CDA, purchased by the City, and held in the City's investment portfolio. The City's investment policy allows for investment grade obligations of state and local governments and public authorities. The promissory note will include security features,

such as assignment of mortgage. The loan will be in the amount of \$5,691,636.97 with a term of seven years and interest rate of 4.1% resulting in semi-annual principal and interest payments of \$471,821.28. The interest rate is based on the City's current portfolio yield plus 0.50%. This rate is approximately 2% less than current bank loan rates. This loan is similar to an approach used several years ago to advance surplus funds from Tax Increment District (TID 25) to Madison Metropolitan School District prior to the closure of that TID.

Title

SUBSTITUTE: Authorizing the City to issue loans not to exceed \$5,691,636.97 to the Community Development Authority related to the Monona Shores Apartments and Revival Ridge Apartments.

Body

Editor's Note: The file was introduced By Title Only. The substitute modifies the title as follows:

Title: Authorizing the City to ~~purchase a Taxable General Obligation Promissory note issued by~~ issue loans not to exceed \$5,691,636.97 to the Community Development Authority of the City of Madison related to the Monona Shores Apartments and Revival Ridge Apartments.

WHEREAS, the Community Development Authority of the City of Madison ("CDA") owns and manages the property located generally at 2 Waunona Woods Court, Madison, Wisconsin, operated as affordable residential housing, and commonly referred to as the "Monona Shores Apartments."

WHEREAS, the Madison Revitalization and Community Development Corporation ("MRCDC") is the sole member of Allied Drive Redevelopment, LLC, which owns the affordable residential housing project generally located at 2313 Allied Drive, Madison, Wisconsin, and commonly referred to as "Revival Ridge Apartments."

WHEREAS, there are existing bank loans for both the Monona Shores Apartments and Revival Ridge Apartments that the respective ownership entities wish to refinance, and the Revival Ridge Apartments currently requires major capital repairs.

NOW THEREFORE, be it resolved that the Common Council of the City of Madison authorizes the City of Madison (the "City") to issue loans to be funded by and held in its investment portfolio, totaling an aggregate of no more than \$5,691,636.97 to the CDA for the purposes of paying off existing bank loans for Revival Ridge Apartments and Monona Shores Apartments, and to fund major capital improvements at Revival Ridge Apartments.

BE IT FURTHER RESOLVED, that the loan terms shall provide that the CDA may loan or otherwise assign loan proceeds to the owner of the Revival Ridge Apartments, provided that the CDA executes a promissory note with the City and the City receives an assignment of mortgage, or other form of security approved in the discretion of the City.

BE IT FURTHER RESOLVED, that the City anticipates the loans will have a seven-year term, consistent with the City's Investment Policy contained in APM 1-7, with an interest rate of 4.1%, however, the final loan terms, loan documents, and form of security shall be in a form approved by the City Attorney.

BE IT FINALLY RESOLVED, that the Mayor and City Clerk are authorized to execute and record the various documents required for the loans in a form approved by the City Attorney.

Loan amount	\$ 4,457,000.00	\$ 5,691,936.97
Annual interest rate	4.10%	
Loan term in years	7	
Payments per year	2	
Total payments	14	
Payment	(\$369,453.75)	

Period	Payment date	Beginning balance	Total payment	Interest
1	10/1/2026	\$ 4,457,000.00	\$ 369,453.75	(\$91,368.50)
2	4/1/2027	\$ 4,178,914.75	\$ 369,453.75	(\$85,667.75)
3	10/1/2027	\$ 3,895,128.76	\$ 369,453.75	(\$79,850.14)
4	4/1/2028	\$ 3,605,525.15	\$ 369,453.75	(\$73,913.27)
5	10/1/2028	\$ 3,309,984.67	\$ 369,453.75	(\$67,854.69)
6	4/1/2029	\$ 3,008,385.61	\$ 369,453.75	(\$61,671.91)
7	10/1/2029	\$ 2,700,603.77	\$ 369,453.75	(\$55,362.38)
8	4/1/2030	\$ 2,386,512.41	\$ 369,453.75	(\$48,923.50)
9	10/1/2030	\$ 2,065,982.16	\$ 369,453.75	(\$42,352.63)
10	4/1/2031	\$ 1,738,881.05	\$ 369,453.75	(\$35,647.06)
11	10/1/2031	\$ 1,405,074.37	\$ 369,453.75	(\$28,804.02)
12	4/1/2032	\$ 1,064,424.65	\$ 369,453.75	(\$21,820.71)
13	10/1/2032	\$ 716,791.61	\$ 369,453.75	(\$14,694.23)
14	4/1/2033	\$ 362,032.09	\$ 369,453.75	(\$7,421.66)

Principal	Ending balance
(\$278,085.25)	\$ 4,178,914.75
(\$283,785.99)	\$ 3,895,128.76
(\$289,603.61)	\$ 3,605,525.15
(\$295,540.48)	\$ 3,309,984.67
(\$301,599.06)	\$ 3,008,385.61
(\$307,781.84)	\$ 2,700,603.77
(\$314,091.37)	\$ 2,386,512.41
(\$320,530.24)	\$ 2,065,982.16
(\$327,101.11)	\$ 1,738,881.05
(\$333,806.68)	\$ 1,405,074.37
(\$340,649.72)	\$ 1,064,424.65
(\$347,633.04)	\$ 716,791.61
(\$354,759.52)	\$ 362,032.09
(\$362,032.09)	\$ (0.00)

Loan amount	\$ 1,234,936.97
Annual interest rate	4.10%
Loan term in years	7
Payments per year	2
Total payments	14
Payment	(\$102,367.53)

Period	Payment date	Beginning balance	Total payment	Interest
1	10/1/2026	\$ 1,234,936.97	\$ 102,367.53	(\$25,316.21)
2	4/1/2027	\$ 1,157,885.65	\$ 102,367.53	(\$23,736.66)
3	10/1/2027	\$ 1,079,254.77	\$ 102,367.53	(\$22,124.72)
4	4/1/2028	\$ 999,011.96	\$ 102,367.53	(\$20,479.75)
5	10/1/2028	\$ 917,124.17	\$ 102,367.53	(\$18,801.05)
6	4/1/2029	\$ 833,557.69	\$ 102,367.53	(\$17,087.93)
7	10/1/2029	\$ 748,278.09	\$ 102,367.53	(\$15,339.70)
8	4/1/2030	\$ 661,250.26	\$ 102,367.53	(\$13,555.63)
9	10/1/2030	\$ 572,438.36	\$ 102,367.53	(\$11,734.99)
10	4/1/2031	\$ 481,805.81	\$ 102,367.53	(\$9,877.02)
11	10/1/2031	\$ 389,315.30	\$ 102,367.53	(\$7,980.96)
12	4/1/2032	\$ 294,928.73	\$ 102,367.53	(\$6,046.04)
13	10/1/2032	\$ 198,607.24	\$ 102,367.53	(\$4,071.45)
14	4/1/2033	\$ 100,311.15	\$ 102,367.53	(\$2,056.38)

Principal	Ending balance
(\$77,051.32)	\$ 1,157,885.65
(\$78,630.88)	\$ 1,079,254.77
(\$80,242.81)	\$ 999,011.96
(\$81,887.79)	\$ 917,124.17
(\$83,566.49)	\$ 833,557.69
(\$85,279.60)	\$ 748,278.09
(\$87,027.83)	\$ 661,250.26
(\$88,811.90)	\$ 572,438.36
(\$90,632.55)	\$ 481,805.81
(\$92,490.51)	\$ 389,315.30
(\$94,386.57)	\$ 294,928.73
(\$96,321.49)	\$ 198,607.24
(\$98,296.08)	\$ 100,311.15
(\$100,311.15)	\$ -



City of Madison

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

Master

File Number: 93980

File ID: 93980

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: FINANCE
COMMITTEE

File Created Date : 07/13/2026

File Name: Authorizing the City to purchase a Taxable General
Obligation Promissory note issued by the Community
Development Authority of the City of Madison.

Final Action:

Title: BY TITLE ONLY: Authorizing the City to purchase a Taxable General Obligation
Promissory note issued by the Community Development Authority of the City of
Madison.

Notes: Introduce by title only on 7/21/26

Sponsors: Satya V. Rhodes-Conway

Effective Date:

Attachments: 2026 CDA promissory note amortization schedule
07132026v3.xlsx, Hyperlink

Enactment Number:

Author:

Hearing Date:

Entered by: abannon@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Department	07/13/2026	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Finance Committee (7/27/26), Common Council (8/4/26)						
1	COMMON COUNCIL	07/21/2026	Refer	FINANCE COMMITTEE			Pass
	Action Text: A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

Text of Legislative File 93980

Fiscal Note

This resolution authorizes a loan from the City of Madison to the Community Development Authority of the City of Madison. Funds will be used to pay off existing bank loans for Revival Ridge and Monona Shores properties and fund major capital improvements at Revival Ridge. This loan will be executed via a promissory note issued by the CDA, purchased by the City, and held in the City's investment portfolio. The City's investment policy allows for investment grade obligations of state and local governments and public authorities. The promissory note will include security features,

such as assignment of mortgage. The loan will be in the amount of \$5,691,636.97 with a term of seven years and interest rate of 4.1% resulting in semi-annual principal and interest payments of \$471,821.28. The interest rate is based on the City's current portfolio yield plus 0.50%. This rate is approximately 2% less than current bank loan rates. This loan is similar to an approach used several years ago to advance surplus funds from Tax Increment District (TID 25) to Madison Metropolitan School District prior to the closure of that TID.

Title

BY TITLE ONLY: Authorizing the City to purchase a Taxable General Obligation Promissory note issued by the Community Development Authority of the City of Madison.

Body

Plar Inc.