



# City of Madison

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

## Agenda - Approved FINANCE COMMITTEE

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

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Monday, April 27, 2026

4:30 PM

VIRTUAL

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1. [92815](#) Public Comment  
Legislative History  
4/22/26 FINANCE COMMITTEE Refer to the FINANCE COMMITTEE

### Disclosures and Recusals

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

### Consent Agenda

At this time, a consent agenda may be moved except for items with registrants wishing to speak or items Committee members wish to separate out for discussion or debate purposes.

### Items to be Considered

2. [92822](#) Personnel Board Report on position studies approved through authorized administrative actions.  
Legislative History  
4/24/26 Human Resources Department Refer to the FINANCE COMMITTEE
3. [92609](#) Create one .60 FTE and one .90 FTE position of Library Assistant; increase the .60 FTE position #0525 of Library Clerk to 1.0 FTE and reallocate the current employee to the new position.  
Sponsors: Director of Human Resources  
Legislative History  
4/3/26 Human Resources Department Referred for Introduction  
Finance Committee (4/27/26), Common Council (5/5/26)  
4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE
4. [92743](#) Create new or modify existing classifications for position placement in the Streets Division operating budget.  
Sponsors: Director of Human Resources  
Legislative History

4/14/26	Human Resources Department Finance Committee (4/27/26), Personnel Board (4/22/26), Common Council (5/5/26)	Referred for Introduction
4/21/26	COMMON COUNCIL Additional referral to Personnel Board.	Refer to the FINANCE COMMITTEE
4/21/26	FINANCE COMMITTEE	Referred to the PERSONNEL BOARD
4/22/26	PERSONNEL BOARD	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE

5. [92747](#) Recreate the 1.0 FTE position #2598 of Administrative Assistant (CG20, R14) as an IT Specialist 1(CG18, R6) within the Police Department operating budget.

**Sponsors:** Director of Human Resources

**Legislative History**

4/14/26	Human Resources Department Finance Committee (4/27/26), Common Council (5/5/26)	Referred for Introduction
4/21/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

6. [92754](#) Create a new classification series of Program Specialist 1-2 in CG 18, Range 10 and 12 respectively; Delete position #892 of EO Investigator 3 and recreate it into the new classification of Program Specialist 2 in CG 18, Range 12 and reallocate the employee.

**Sponsors:** Director of Human Resources

**Legislative History**

4/14/26	Human Resources Department Finance Committee (4/27/26), Personnel Board (4/22/26), Common Council (5/5/26)	Referred for Introduction
4/21/26	COMMON COUNCIL Additional referral to Personnel Board.	Refer to the FINANCE COMMITTEE
4/21/26	FINANCE COMMITTEE	Referred to the PERSONNEL BOARD
4/22/26	PERSONNEL BOARD	Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE

7. [92578](#) Authorizing the noncompetitive purchase of goods from Action Target as a sole source provider of good and services for the Madison Police Department (MPD) indoor shooting range located at 5702 Femrite Drive (District 16)

**Sponsors:** Yannette Figueroa Cole

**Legislative History**

4/1/26	Police Department Finance Committee (4/27/26), Common Council (5/5/26)	Referred for Introduction
4/21/26	COMMON COUNCIL	Refer to the FINANCE COMMITTEE

8. [92719](#) Authorizing the City's execution of a lease for a 36-month term beginning June 1, 2026 between the City of Madison and Oakleaf Properties I LLC for the property at 2041 S Stoughton Rd for Clerks Office storage. (District 16)

**Sponsors:** Sean O'Brien

**Legislative History**

4/13/26 Economic Development Division Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

9. [92734](#) Appointing City staff to represent the City of Madison on the Board of Directors of the State Street Campus Condominium Owners Association, Inc. and the Board of Directors of the Madison Public Market Condominium Owners Association, Inc. (District 2 and District 12).

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

**Legislative History**

4/14/26 Economic Development Division Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

10. [92736](#) Authorizing a noncompetitive purchase of goods from Jefferson Fire & Safety, Inc., as a sole source provider of 3M Scott fire and safety products serving Dane County, WI, for cylinders for self-contained breathing apparatuses used by the City of Madison Fire Department.

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

**Legislative History**

4/14/26 Fire Department Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

11. [92760](#) Authorizing the Mayor and City Clerk to enter into a competitively selected contract for Purchase of Services (Design Professionals) with KL Engineering to provide professional engineering and landscape architecture consultant design services and construction administrative services for the Warner Park Southeast Recreation Area Improvements project located at 2930 N. Sherman Avenue. (District 12)

**Sponsors:** Regina M. Vidaver And Julia Matthews

**Legislative History**

4/15/26 Parks Division Referred for Introduction  
 Board of Public Works (4/22/26), Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the BOARD OF PUBLIC WORKS  
 Additional referral to Finance Committee.

4/21/26 BOARD OF PUBLIC WORKS Referred to the FINANCE COMMITTEE

4/22/26 BOARD OF PUBLIC WORKS RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER

12. [92761](#) Authorizing an intergovernmental agreement between the City of Madison and the University of Wisconsin-Madison Police Department (UWPD) for lake rescue and emergency medical services support.

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

**Legislative History**

4/15/26 Fire Department Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

13. [92762](#) Authorizing a Clinical Affiliation Agreement between the City of Madison and the Madison Area Technical College, Inc.

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

**Legislative History**

4/15/26 Fire Department Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

14. [92475](#) Amending the Police Department's 2026 Operating Budget; and authorizing the Mayor and Chief of Police to accept a FY2025 USDOJ Edward Byrne Memorial Justice Assistance Grant for \$88,319, and to utilize these funds to support law enforcement initiatives

**Sponsors:** John W. Duncan

**Legislative History**

3/24/26 Police Department Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

15. [92598](#) Amending the 2026 Police Department operating budget; and authorizing the Mayor to accept a Wisconsin Violence Prevention Program grant award of \$59,650 for an eight-month Gun Violence Reduction Initiative to support those at-risk

**Sponsors:** Yannette Figueroa Cole And John W. Duncan

**Legislative History**

4/2/26 Police Department Referred for Introduction  
 Finance Committee (4/27/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE

16. [92748](#) SUBSTITUTE. Amending the 2026 Water Utility Capital budget to include ~~\$1,635,000~~ \$2,000,000 of additional budget authority to the Unit Well 12 Reconstruction project (District 11).

**Sponsors:** Regina M. Vidaver And Bill Tishler

**Legislative History**

4/14/26 Water Utility Referred for Introduction  
 Finance Committee (4/27/25), Water Utility Board (4/28/26), Common Council (5/5/26)

4/21/26 COMMON COUNCIL Refer to the FINANCE COMMITTEE  
 Additional referral to Water Utility Board.

4/21/26 FINANCE COMMITTEE Referred to the WATER UTILITY BOARD



# City of Madison

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## Master

**File Number: 92815**

**File ID:** 92815

**File Type:** Discussion Item

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/22/2026

**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	04/22/2026	Refer	FINANCE COMMITTEE			
<b>Action Text:</b> This Discussion Item was Refer to the FINANCE COMMITTEE							

### Text of Legislative File 92815

Title  
Public Comment



# City of Madison

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## Master

**File Number: 92822**

<b>File ID:</b> 92822	<b>File Type:</b> Report	<b>Status:</b> Items Referred
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> FINANCE COMMITTEE
		<b>File Created Date :</b> 04/24/2026
<b>File Name:</b>	<b>Final Action:</b>	

**Title:** Personnel Board Report on position studies approved through authorized administrative actions.

**Notes:**

**Sponsors:**

**Effective Date:**

**Attachments:** 2026 YTD PB Report for FC.pdf

**Enactment Number:**

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

**Hearing Date:**

**Entered by:** jortiz@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	04/24/2026	Refer	FINANCE COMMITTEE			
<b>Action Text:</b> This Report was Refer to the FINANCE COMMITTEE							

### Text of Legislative File 92822

**Title**

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

# CITY OF MADISON

## Personnel Board Report to Finance Committee

### April 2026 Year to Date Report of Authorized Administrative Actions:

The following table includes the 2026 Authorized Administrative Actions Year to Date

PB Agenda	Agency	Current Classification	Position Control # (PCN)	CG/Range	New Classification	CG/Range
Jan 2026	Planning	<a href="#">Planner 1</a>	4420	18/6	<a href="#">Planner 2</a>	18/8
March 2026	Human Resources	<a href="#">Community Relations Specialist</a>	870	18/04	<a href="#">Human Resources Analyst</a>	18/06
April 2026	Parking	<a href="#">Parking Service Worker</a>	1279, 1294, 3846	16/08	<a href="#">Parking Equipment Mechanic</a>	16/10
April 2026	Library	<a href="#">Administrative Clerk 1</a>	430	32/04	<a href="#">Program Assistant 1</a>	32/06
April 2026	Parking	<a href="#">Parking Maintenance Worker 1</a>	3690	16/09	<a href="#">Parking Maintenance Worker 2</a>	16/11

**10. Administrative Authorization for Position Changes**

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL of the following parameters:

- a. The positions are within the same compensation groups.
- b. The creation of new classification is not required.
- c. The modifications result in less than a total of \$25,000 change in existing funding.
- d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

**FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff**

<b>Human Resource Analysts</b>	Position number:	4420
	Previous classification:	Planner 1
	Classification code:	H158
	Comp Group / Range:	18/6
	Employee Name / MUNIS #	Breana Collins
	Justification for recommendation:	The employee has moved beyond entry level Planner work and is now performing scope of work, leading public engagement efforts, and completing assignments and developing plan recommendations independently. They also facilitated the 2025 Comprehensive Plan Progress Update, which involved other city agencies, and currently serves as the primary Planning representative for Economic Development Division’s Strategy and Madison Department of Transportation’s Perry Street Connection Study project. This work is more in line with that of a Planner 2 and warrants reclassification.
	New classification:	Planner 2
	Classification code:	H159
	Comp Group / Range:	18/8
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	12/7/2025



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- b. The creation of new classification is not required.
- c. The modifications result in less than a total of \$25,000 change in existing funding.
- d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

**FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff**

<b>Human Resource Analysts</b>	Position number:	870
	Previous classification:	Community Relations Specialist
	Classification code:	H380
	Comp Group / Range:	18/04
	Employee Name / MUNIS #	Emily Jamieson
	Justification for recommendation:	Completion of Training Plan
	New classification:	Human Resources Analyst 1
	Classification code:	H091
	Comp Group / Range:	18/06
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	1/4/2026

<b>Finance Budget Analysts</b>	Estimate Cost of Change:	\$5,000 to \$9,000
	New or updated payroll allocation:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Details on payroll allocation:	

Signed:

Erin Hillson 1-20-2026  
Pennington per D. Schmiedicke 1/8/26

Ryan

Human Resources Director

Date

Finance Director

Date

**10. Administrative Authorization for Position Changes**

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- a. The positions are within the same compensation groups.
- b. The creation of new classification is not required.
- c. The modifications result in less than a total of \$25,000 change in existing funding.
- d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

**FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff**

<b>Human Resource Analysts</b>	Position number:	1279, 1294, 3846
	Previous classification:	Parking Service Worker
	Classification code:	F112
	Comp Group / Range:	16/08
	Employee Name / MUNIS #	Andrew Burns #3001; Kevin Mullaney #1023
	Justification for recommendation:	By consolidating the Parking Service Worker (16/08) duties into the Parking Equipment Mechanic (16/10) classification, the position will encompass shared responsibility for revenue collection, secure handling and disbursement of money bags, recordkeeping, verification of collections, and detection and reporting of revenue discrepancies. The position will also be responsible for inspecting revenue equipment for proper operation, vandalism, or tampering, servicing and repairing parking meters, installing and troubleshooting signage, and maintaining parking equipment across the system. This consolidation eliminates overlapping responsibilities between classifications, streamlines operations, and supports long-term workforce stability within a rapidly evolving parking industry.  This position performs skilled, hybrid work that combines frontline revenue accountability with technical field maintenance. Employees independently carry out mechanical, electrical, and operational tasks related to parking meters, pay stations, gated facilities, and

<b>Finance Budget</b>		<p>associated infrastructure, while also managing secure cash collection and reconciliation processes. The work requires frequent public contact, independent judgment, and strict adherence to safety, security, and accountability standards. Employees diagnose and repair equipment malfunctions, perform preventive maintenance, and respond to vandalism or system failures using specialized tools, testing devices, and software systems. In addition, the position maintains detailed electronic and written records related to collections, repairs, and maintenance activities; prepares reports and incident documentation; and provides customer assistance related to equipment or payment issues. The position also supports special events, enforcement coordination, safety audits, and facility inspections, and assists with maintenance of parking lots, asphalt, curbs, and islands. This work reflects a deliberate restructuring of duties to integrate revenue collection and accountability functions into the skilled mechanical work performed by the Parking Equipment Mechanic. Consolidating the duties establishes a single, hybrid role that supports operational efficiency, accountability, and consistency in field operations. Incorporating revenue collection duties into the Parking Equipment Mechanic classification ensures that the scope of work, level of skill, and degree of responsibility are aligned with the technical, independent nature of the position. With this consolidation, the work is structured to appropriately fall within the Parking Equipment Mechanic (16/10) classification.</p>
	New classification:	Parking Equipment Mechanic
	Classification code:	F106
	Comp Group / Range:	16/10
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	02/15/2026
Estimate Cost of Change:	\$12,000 to \$14,000 (total for all three positions)	
New or updated payroll allocation:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

	Details on payroll allocation:	
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Signed:

*Erin Hillson*                      2-20-26  
Human Resources Director              Date

Ryan Pennington for D. Schmiedicke 2/18/26  
Finance Director                              Date

**10. Administrative Authorization for Position Changes**

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL the following parameters:

- a. The positions are within the same compensation groups.
- b. The creation of new classification is not required.
- c. The modifications result in less than a total of \$25,000 change in existing funding.
- d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

**FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff**

<b>Human Resource Analysts</b>	Position number:	0430
	Previous classification:	Administrative Clerk 1 - Library
	Classification code:	O007
	Comp Group / Range:	32/04
	Employee Name / MUNIS #	Colleen Glaeser/#7895
	Justification for recommendation:	<p>The position is currently filled and has evolved significantly beyond its original Administrative Clerk scope supporting collection development and acquisitions processes. Upon further review, the role now includes higher-level financial and operational responsibilities, including preparing and transmitting purchase orders to vendors, processing invoices using the Library's ILS and the City's Munis system; reconciling purchasing card transactions, and coordinating closely with collection management staff. Additionally, the position now oversees and assigns work to lower-level clerical and hourly staff related to materials acquisitions, adding a level of leadership and accountability not previously required.</p> <p>These expanded duties align more closely with the Program Assistant1 classification, as they require specialized knowledge of financial systems, vendor coordination, and independent decision-making. The increased workload associated with the addition of a tenth library location, along with the operational need to</p>



**10. Administrative Authorization for Position Changes**

At the discretion of the Human Resources Director and Finance Director, and with the delegated authority of the Common Council, agencies may be provided approval for position modifications and/or reallocations if those changes fall within ALL the following parameters:

- a. The positions are within the same compensation groups.
- b. The creation of new classification is not required.
- c. The modifications result in less than a total of \$25,000 change in existing funding.
- d. There is no more than a 0.2 increase in FTE, no change in FTE, or a reduction of FTE.

Based on the information provided, the following administrative change is authorized and incorporated within the permanent salary detail of the budget.

**FOR OFFICIAL USE ONLY - To be completed by HR and Finance staff**

<b>Human Resource Analysts</b>	Position number:	3690
	Previous classification:	Parking Maintenance Worker 1
	Classification code:	F109
	Comp Group / Range:	16/09
	Employee Name / MUNIS #	Vacant
	Justification for recommendation:	This position provides semi-skilled and skilled, operational maintenance support for parking facilities through routine inspection, minor repairs, and equipment operation, with less focus on the advanced trades and leadership responsibilities previously assigned. Duties include assisting with facility upkeep, operating snow removal and grounds equipment, performing repairs to gates, meters, and cashier-operated equipment, and supporting parking operations through equipment transport, meter installation, and substitute coverage for absent staff. This position will provide a step progression from a Parking Maintenance Worker 1 by requiring a higher level of skill and technical knowledge of the Parking Maintenance Worker 1, such as performing some HVAC and intermediate electrical tasks, coordinating work orders, working with vendors and providing oversight on repair

		and maintenance projects. This position will also serve as the main trainer of the PMW 1 position. However, this position will no longer oversee the work of other employees, makes work assignments, performs advanced fabrication or design of equipment, completes licensed electrical work, or independently conducts complex mechanical, plumbing, or heating system repairs, therefore it is recommended to recreate this position to better align with the 16/11 compensation group and range.
	New classification:	Parking Maintenance Worker 2
	Classification code:	F110
	Comp Group / Range:	16/11
	Effective date of change (must be the start of a new payroll period, regardless of retroactivity):	02/15/2026

<b>Finance Budget Analysts</b>	Estimate Cost of Change:	\$4,000 to \$5,000
	New or updated payroll allocation:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Details on payroll allocation:	

Signed:

*Erin Hillson*

Human Resources Director

3-5-2026

Date

Ryan Pennington for D. Schmiedicke 3/3/26

Finance Director

Date



# City of Madison

City of Madison  
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## Master

**File Number: 92609**

<b>File ID:</b> 92609	<b>File Type:</b> Resolution	<b>Status:</b> Items Referred
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> FINANCE COMMITTEE
		<b>File Created Date :</b> 04/03/2026
<b>File Name:</b> Create one .60 FTE and one .90 FTE position of Library Assistant; increase the .60 FTE position #0525 of Library Clerk to 1.0 FTE and reallocate the current employee to the new position.		<b>Final Action:</b>
<b>Title:</b> Create one .60 FTE and one .90 FTE position of Library Assistant; increase the .60 FTE position #0525 of Library Clerk to 1.0 FTE and reallocate the current employee to the new position.		
<b>Notes:</b>		
<b>Sponsors:</b> Director of Human Resources	<b>Effective Date:</b>	
<b>Attachments:</b> FinComm Memo Library Clerk and Assistant March 2026 FINAL.pdf	<b>Enactment Number:</b>	
<b>Author:</b> Brittney Hayes, Human Resources Analyst	<b>Hearing Date:</b>	
<b>Entered by:</b> jortiz@cityofmadison.com	<b>Published Date:</b>	

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	04/03/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> 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 92609

#### Fiscal Note

The proposed resolution authorizes the recreation of position 4582 (CG 18/R 10) into two new positions: 0.9 FTE Multisite Library Assistant and 0.6 FTE Library Assistant at Hawthorne Library. Both positions will be in CG 32/R 5. The resolution further authorizes the FTE increase of a 0.6 FTE Library Clerk 1 (CG 32/R 1) to a 1.0 FTE Library Clerk 1 at Sequoia Library. This is a net increase of 0.9 FTE. The proposed adjustments in this resolution have an effective date of March 15, 2026.

The 2026 estimated cost of the recreation of position 4582 and the FTE increase for position 525 is \$140,255. The annualized cost is approximately \$175,150. The 2026 Adopted Operating Budget includes \$193,900 for salaries and benefits for these positions, which is more than sufficient to cover the cost of the resolution. As outlined in the memo, savings will be redirected to hourly wages to support additional Library Page staffing needs in 2026. These changes will also be reflected in future operating budgets. No additional appropriation required.

**Title**

Create one .60 FTE and one .90 FTE position of Library Assistant; increase the .60 FTE position #0525 of Library Clerk to 1.0 FTE and reallocate the current employee to the new position.

**Body**

Create one .60 FTE position of Library Assistant; create one .90 position of Library Assistant; and increase the .60 FTE position #0525 of Library Clerk to 1.0 FTE within the permanent salary details of the 2026 Madison Public Library Operating Budget, and reallocate the employee, A. Xiong to the 1.0 FTE Library Clerk position #0525, thereof.

TO: Finance Committee

FROM: Brittney Hayes, Human Resources

DATE: March 24, 2026

SUBJECT: Various Positions – Central Library

Library Director Tana Elias is requesting the reallocation of funding from the vacated Community Engagement Coordinator position (PCN # 4582) to support the creation and modification of three positions within the Madison Public Library (MPL). Specifically, this includes the creation of a 0.9 FTE Multisite Library Assistant position, a 0.6 FTE Library Assistant position at Hawthorne Library, and the increase of a Clerk position (PCN # 0525) at Sequoya Library from 0.6 FTE to 1.0 FTE. Upon review of the proposal and supporting justification submitted by MPL, I recommend approval of these position changes.

The recent retirement of the Community Engagement Coordinator has provided MPL with an opportunity to evaluate operational needs and reallocate resources to better support direct service staffing. In conjunction with the creation of a new supervisor series and the reclassification of multiple supervisory positions, key duties previously assigned to the Community Engagement Coordinator have been redistributed to other supervisors, primarily those overseeing Adult Programming and Adult Partnerships. This restructuring eliminates the need to refill the position and allows funding to be redirected to frontline service needs.

These changes are particularly important as MPL prepares for the opening of its tenth facility, the Imagination Center at Reindahl Park. To ensure adequate staffing levels across the system especially during staff absences, MPL is strengthening capacity in high-demand locations and systemwide support roles.

The addition of a 0.9 FTE Multisite Library Assistant will expand MPL's ability to address daily staffing shortages across locations. Analysis of 2025 call-out data shows that on at least 60% of open days, the number of staff absences exceeds the capacity of the current five Multisite Library Assistants. This position is critical to maintaining consistent public-facing services across the system. There would be an internal transfer process to fill this role, and if there is no interest, there would be an external recruitment to fill the vacant position.

The creation of a 0.6 FTE Library Assistant position at Hawthorne Library will provide essential desk coverage at a location that consistently relies on systemwide support due to limited staffing. Call-out data indicates that Hawthorne is one of the largest users of Multisite Library Assistant resources. In addition, this location has experienced an increase in patron behavior incidents, which require additional staff presence to effectively manage and maintain a safe and welcoming environment. There would be an internal transfer process to fill this role, and if there is no interest, there would be an external recruitment to fill the vacant position.

The increase of the Clerk position at Sequoya Library from 0.6 FTE to 1.0 FTE will improve staffing stability at one of the system's busiest locations. Sequoya Library circulates the highest number of

materials at MPL, while Alicia Ashman Library ranks fourth. The additional 0.4 FTE to make a full time position will allow for consistent regular support at Alicia Ashman Library, which frequently requests assistance due to high circulation and limited staffing. The increased 1.0 FTE Clerk position at Sequoya Library will be filled through the reallocation of current employee, Aaliyah Xiong, into the full-time role.

The proposed changes are fiscally neutral. The Community Engagement Coordinator position is currently funded at \$158,288 for salary and benefits, which will fully support the creation and modification of these positions. The remaining \$12,559 will be redirected to MPL’s hourly budget to support additional Page staffing needs, particularly in preparation for the opening of the Reindahl facility.

Based on this analysis, I recommend the creation of a 0.9 FTE Multisite Library Assistant position, the creation of a 0.6 FTE Library Assistant position at Hawthorne Library, and the increase of the Clerk position at Sequoya Library from 0.6 FTE to 1.0 FTE, with employee, Aaliyah Xiong, being reallocated to the position.

The necessary resolution has been prepared to implement these recommendations.

Effective Date: March 15, 2026 (retroactive)

Compensation Group/Range	2026 Annual Minimum (Step 1)	2026 Annual Maximum (Step 5)	2026 Annual Maximum (+12% Longevity)
Clerk 1 Library (32/01)	\$45,363.76	\$52,173.42	\$58,434.22
Library Assistant (32/05)	\$57,496.92	\$65,050.18	\$72,856.16

- cc: Tana Elias – Library Director
- Krissy Wick – Director of Public Services
- Erin Hillson – Human Resources Director
- Emaan Abdel – Halim – HR Services Manager



# City of Madison

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

## Master

**File Number: 92743**

<b>File ID:</b> 92743	<b>File Type:</b> Resolution	<b>Status:</b> Items Referred
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> FINANCE COMMITTEE
		<b>File Created Date :</b> 04/14/2026
<b>File Name:</b> Create new or modify existing classifications for position placement in the Streets Division operating budget.		<b>Final Action:</b>
<p><b>Title:</b> Create new or modify existing classifications for position placement in the Streets Division operating budget.</p>		
<b>Notes:</b>		
<b>Sponsors:</b> Director of Human Resources		<b>Effective Date:</b>
<b>Attachments:</b> PB Memo - Streets Division Positions DRAFT.pdf, Streets Division Org Chart - Current.pdf, Streets Division Org Chart - Proposed.pdf		<b>Enactment Number:</b>
<b>Author:</b> William Wick, Human Resources Analyst		<b>Hearing Date:</b>
<b>Entered by:</b> jortiz@cityofmadison.com		<b>Published Date:</b>

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Human Resources Department	04/14/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Personnel Board (4/22/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Personnel Board.						
1	FINANCE COMMITTEE	04/21/2026	Referred	PERSONNEL BOARD		04/22/2026	
	<b>Action Text:</b> This Resolution was Referred to the PERSONNEL BOARD						
1	PERSONNEL BOARD	04/22/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Denny, seconded by Nash, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.						

### Text of Legislative File 92743

**Fiscal Note**

This resolution creates and modifies classification specifications for position placement in the Streets Division, effective May 24, 2026.

- Recreating an Assistant Streets Superintendent into a new classification of Streets Division Manager (Compensation Group (CG) 18, Range (R) 19)
- Recreating two Public Works General Supervisor positions into a new classification of Streets Operations Manager in CG18, R13.
- Renaming the existing classification of Streets/PW Strategic Initiatives Coordinator as Streets PIO/Strategic Initiatives Coordinator in CG18, R12 and recreating a Streets/PW Strategic Initiatives Coordinator into that renamed classification.

The estimated cost in the 2026 Operating Budget is \$16,800 split across multiple funds (69.5% General Fund, 16% Special Charges, 12.25% Stormwater, and 2.25% Metro Transit). The impact on the General Fund is \$11,700. At this time, we anticipate the 2026 adopted operating budget will absorb the cost. This will be monitored and evaluated in the mid-year budget projection and, if needed, adjustments will be made in the year-end budget resolution.

**Title**

Create new or modify existing classifications for position placement in the Streets Division operating budget.

**Body**

Create a new classification of Streets Division Manager in CG18, R19. Recreate encumbered position #1700 of Assistant Streets Superintendent in the new classification and range. Delete the classification of Assistant Streets Superintendent in CG18, R16 upon completion of the Streets Division Manager recruitment.

Create a new classification of Streets Operations Manager in CG18, R13. Recreate vacant position #1588 and encumbered position #1732 of Public Works General Supervisor in the new classification and range.

Retitle the existing classification of Streets/PW Strategic Initiatives Coordinator in CG18, R12 to Streets PIO/Strategic Initiatives Coordinator. Recreate encumbered position #1612 of Streets/PW Strategic Initiatives Coordinator as a Streets PIO/Strategic Initiatives Coordinator. Delete the classification of Streets PIO/Recycling Coordinator in CG18/R10 upon completion of the Streets PIO/Strategic Initiatives Coordinator recruitment, thereof.

TO: Personnel Board

FROM: Bill Wick, Human Resources Analyst

DATE: April 14, 2026

SUBJECT: Streets Division Positions

The Mayor's Office has reinstated the position of Public Works Director to formally oversee the City's various Public Works agencies, including the Streets Division. This reinstatement is occurring with minimal cost/budgetary impact. The current Streets Superintendent, Charlie Romines, has been serving as Public Works Team Lead for the last four years, and his contract is being renegotiated to formally appoint him as Public Works Director. As such, a reorganization of the Streets Division is necessary to accomplish this move with minimal impact on the budget and Streets Division operations. Based on conversations with the Mayor's Office, Mr. Romines, and Streets Division management, I am making the following recommendations for the reasons outlined in this memo:

- Create a new classification of Streets Division Manager in CG18, R19 to be posted for internal Streets Division competition. Upon filling the position, the Assistant Streets Superintendent position (#1700) will be recreated as a Streets Division Manager.
- Upon completion of the Streets Division Manager recruitment, delete the classification of Assistant Streets Superintendent in CG18, R16.
- Create the classification of Streets Operations Manager in CG18, R13, to be posted for internal Streets Division competition. Upon filling two positions of Streets Operations Manager, the two existing positions of Public Works General Supervisor in CG18, R10 (#1588, currently vacant, and #1732) will be recreated as the Streets Operations Manager positions.
- Retitle the existing classification of Streets/PW Strategic Initiatives Coordinator in CG18, R12 to Streets PIO/Strategic Initiatives Coordinator and post for internal competition. Recreate the existing position, #1612 of Streets/PW Strategic Initiatives Coordinator as a Streets PIO/Strategic Initiatives Coordinator.
- Upon filling the Streets PIO/Strategic Initiatives Coordinator position, delete the classification of Streets PIO/Recycling Coordinator in CG18, R10.

#### *Current Streets Division structure*

Streets is currently divided into East Streets with an office on Sycamore Avenue and West Streets on Badger Road. Most of the Streets employees work out of these facilities, with a third facility at the Transfer Station on Olin Avenue that houses a small number of employees. The Division is led by the Streets Superintendent in CG21, R20, with an Assistant Streets Superintendent in CG18, R16. The Superintendent maintains an office at West Streets and the Assistant Superintendent at East Streets, and each

side of the City also has a Public Works General Supervisor, in CG18, R10. Broadly, the Superintendent and Assistant Superintendent are responsible for the strategic direction of the Division, development and monitoring of the budget, and planning and developing Division programs, policies, and procedures. However, the Assistant Streets Superintendent is also more involved in the day-to-day operations of the Division. The Public Works General Supervisors handle the daily operational functions of the Division on each side of the City, including scheduling staff and reallocating daily work based on staffing levels, approving leave requests, approving timesheets, and supervising lower-level supervisors.

In addition, the Streets Division has a Streets Public Information Officer/Recycling Coordinator in CG18, R10, who is responsible for the public information functions of the Division, a Streets Operations Analyst, in CG18, R10, who prepares and monitors the budget, and a GIS Specialist in CG18, R10 who works on efficient route planning for the Division. Finally, the Forestry Unit is also part of the Streets Division, with the City Forester in CG18, R13 overseeing all the activities of the Forestry Unit and supervising an Assistant City Forester in CG18, R10 and lower-level supervisors and staff.

A copy of the current Streets organization chart is attached.

#### *Proposed Streets Division structure*

In order for the addition of the Public Works Director to have minimal impact on the City's overall budget, the existing structure of the Streets Division was evaluated to determine whether efficiencies could be gained. A review of the work has led staff to conclude that the Assistant Streets Superintendent position could be eliminated, with duties being reassigned to the Public Works General Supervisors and Streets PIO/Recycling Coordinator to continue effective leadership of the Division. However, this would require a reassessment of the proper classification/range of these positions.

The new structure of the Division would continue to have a Streets Division Manager (new title from Streets Superintendent—see discussion below) overseeing the Division. However, without the Assistant Streets Superintendent, a new classification of Streets Operations Manager would be created in CG18, R13, and one Streets Operations Manager would work on each side of the City, at East and West. This classification would reframe the work of the Public Works General Supervisor positions, which would be eliminated. While these positions would continue to have oversight of day-to-day operations on each side of town, higher-level responsibilities formerly belonging to the Assistant Streets Superintendent of establishing operational goals and objectives, overseeing fleet management for the Division, and evaluating, developing and recommending modifications to operating procedures and policies of the Division would be added. Some of the more routine aspects of their jobs would filter down to lower-level supervisors to accommodate this new work. Additionally, the currently unused classification of Streets/Public Works Strategic Initiatives Coordinator in CG18, R12 would be revived and retitled. This classification was originally created to provide strategic support to the Public Works Team Lead but would be refocused to provide this

support to the Streets Division Manager through leading and monitoring internal strategic planning efforts. This work would be combined with the Public Information functions and cause a title change to Streets PIO/Strategic Initiatives Coordinator. The work of the Streets Operations Analyst, GIS Specialist, and City Forester would remain largely unchanged.

A copy of the proposed organization chart is attached.

Long-term, the Streets Division intends to further divide the City into three sections with the Southpoint site scheduled to come on-line on the far west side in 2028. This would likely result in the addition of a third Streets Operations Manager to be able to directly support the Streets Division Manager and the other Operations Managers in running the Division effectively.

As noted above, certain classifications within the Streets Division are changing significantly and require a study to determine their appropriate CG and Range. Each will be discussed in turn below, starting with Streets Superintendent, the new Streets Operations Manager, and the Streets/PW Strategic Initiatives Coordinator.

### *Streets Superintendent*

The Streets Superintendent is currently a department head position in CG21, R20, which is equivalent to CG18, R20. The Superintendent reports directly to the Mayor, with a dotted-line relationship to the Public Works Team Leader (who happens to be the Streets Superintendent currently). The Superintendent "...has primary responsibility for planning, organizing, directing, controlling, and managing the programs, activities and staff of the Streets Division, including street repair and maintenance; street cleaning; snow and ice control; solid waste management; Urban Forestry and other related programs and activities." With the proposed restructuring, this work would not change. However, the Mayor is requesting to recreate the position in CG18, as a civil service position and not a contracted position. Because the restructuring is to be as budget neutral as possible, recreating the position in CG18 will allow for the position to be posted to the Streets Division only as opposed to a CG21 position that normally requires an open/competitive hiring process, and will open up the pool of potential applicants as residency in the City of Madison would not be required. Upon a future vacancy, the then-Mayor could choose to recreate the position in CG21 again if desired. It is not intended that other public works division head positions will be recreated in CG18; it is only the unique circumstances around this position and internal recruitment that make the request necessary at this time. In addition, while not common, other positions have been moved from CG21 to CG18 and back depending on different circumstances and requested by the Mayor—most recently with the CDA Housing Director being moved into CG18 in 2010 and back to CG21 in 2025 and the Parking Division Manager being moved into CG18 in 2018. Because the position is moving to CG18, it is recommended that it be retitled Streets Division Manager, consistent with other titles in that comp group.

Regarding the appropriate range, as noted, the position is currently in the equivalent of CG18, R20, and the duties and responsibilities are not changing materially. However, in the City's recently completed compensation study, it was identified that the Streets Superintendent was being paid the equivalent of 3 ranges higher than peer comparables. As it relates to CG21 positions, this was the largest identified gap between current range placement and recommended placement. As a result, it is recommended that the new classification of Streets Division Manager be placed in CG18, R19 to better align with the results of the comp study.

### *Streets Operations Manager*

As noted above, the Assistant Streets Superintendent classification/position will be deleted as part of this reorganization. Responsibilities from the Assistant Streets Superintendent will have to be absorbed by others in the Division. Specifically, the Public Works General Supervisors on each side of town will take on additional Division-wide responsibilities that the Assistant Streets Superintendent had previously performed. Under this new organization, the Public Works General Supervisors will have responsibility to

Oversee the management and coordination of the daily functions of the Streets Division - East and West Sides operations centers as well as the Transfer Site & Brush Processing Facility.

Establish operational goals and objectives throughout the division and facilitate their implementation. Set priorities and establish schedules and procedures for all facets within the division.

Oversee the hiring, evaluation, training, reassignment, discipline and termination of staff, including seasonal and permanent staff involved in field operations, facilities maintenance, custodial services at the Streets Division properties, and oversee the fleet management for the Division.

Evaluate division operating procedures and policies. Develop and recommend appropriate modifications. Develop and recommend cost-effective and/or measures to improve the implementation of division programs. Evaluate and recommend the purchase of equipment and materials. Participate in the development of equipment and material specifications.

These higher-level, broader coordination responsibilities were formerly performed by the Assistant Streets Superintendent, while the Public Works General Supervisors were more involved in the day-to-day oversight of Streets Division work. By splitting the above responsibilities between two different positions, this work should be accomplished without significant impact on either position's workload. In addition, the future addition of a third position in 2028 will further spread the workload, allowing all positions to function effectively.

Because the Public Works General Supervisors will be adding responsibilities, it is appropriate to review their classification and placement in the salary schedule. Many of these duties reflect the broad operations of the Division and it is appropriate to create a

new classification of Streets Operations Manager. The Public Works General Supervisor positions would be recreated with this new title. Furthermore, the new classification should be placed in Range 13 of the salary schedule, three ranges higher than the current placement. This is consistent with a similar position in Fleet, the Fleet Operations Manager. The Fleet Operations Manager has responsibility to

Manage the Service and Parts Departments. **Direct day-to-day activities of the division through lower-level supervisors. Manage and coordinate the operations of satellite garages and related office staff functions.** Manage the utilization and maintenance of vehicles, facilities and stores inventory. **Hire, train, assign, evaluate and discipline staff through lower-level supervisors.** Respond or assist supervisors in responding to employee grievances and concerns. **Establish operational priorities and respond to unusual or emergency conditions, as required.** Schedule inspection, service and repair of equipment and provide close customer support.

**Create and/or coordinate the development and implementation of divisional policies. Assess overall impact of policies and procedures within Fleet Service.** Ensure consistent application of policies and contractual provisions by lower-level supervisors. Perform long- and short-range planning activities. Under the direction of the Fleet Superintendent, **participating in development, and responsible for implementation of the annual work planning process for Fleet.**

**Develop, recommend, and justify operating and capital budgetary requests.** Oversee budget administration. Attend staff or committee meetings to represent Fleet Service, as assigned. [emphasis added]

In reviewing the org charts, the next-highest positions reporting to the Fleet Operations Manager are Public Works General Forepersons in CG18, R7, which is like Streets, where the Streets General Supervisors in R8 will report to the Streets Operations Managers. Finally, placement in Range 13 would also be consistent with the City Forester position in Streets, which is also in Range 13 and performs a similar level of work overseeing and directing the Forestry unit operations.

For the reasons outlined above, it is appropriate to place the Streets Operations Manager classification in Range 13. While other Public Works divisions have operations managers at a higher range (other than Fleet), it is important to note that most other agencies only have one person doing the work whereas this work will be divided among two, and eventually three, positions, making the Range 13 appropriate as well. I also recommend recreating the two Public Works General Supervisor positions as Streets Operations Managers in R13.

#### *Streets/PW Strategic Initiatives Coordinator*

The other support the Streets Division Manager will require is around strategic planning. The Streets Division formerly had a classification of Streets/Public Works Strategic Initiatives Coordinator in CG18, R12, which supported the PW Team Leader in strategy development and execution. Specifically, that classification was responsible for

Under direction of the Public Works Team Leader, research and report on issues that affect the Public Works Division. Coordinate solid waste planning for the City. Serve as

staff resource for the Solid Waste Advisory Committee. Provide highly responsible and complex administrative support to the Public Works Team Leader on a project basis. Meet with the Public Works Team to solicit input regarding strategic initiatives. Recommend strategic initiatives to the Public Works Team based on research. Coordinate implementation of approved strategic initiatives. Initiate and define projects to meet objectives outlined by the Public Works Team.

At that time, the PW Team Leader was the Streets Superintendent, and in addition to the strategic planning work, this position served as the City's Recycling Coordinator. When the incumbent retired, the position remained budgeted as a Streets/PW Strategic Initiatives Coordinator in R12, but has been underfilled as a CG18, R10 Streets Public Information Officer (PIO)/Recycling Coordinator, and remains that today.

To support the Streets Division Manager, Streets is now seeking to recreate the Streets PIO/Recycling Coordinator as a Streets PIO/Strategic Initiatives Coordinator. The position would retain PIO and Recycling responsibility. However, it would also take on the strategic planning work outlined above. But instead of supporting the Public Works Team Lead, performing the work on behalf of the Public Works Team, it would support the Streets Division Manager, performing strategic planning and monitoring within the Streets Division. The work would be reframed as follows:

Under direction of the Streets Division Manager, research and report on issues that affect the Streets Division. Coordinate solid waste planning for the City. Provide highly responsible and complex administrative support to the Streets Division Manager on a project basis. Meet with the Streets Division Management Team to solicit input regarding strategic initiatives. Recommend strategic initiatives to the Streets Division Management Team based on research. Coordinate implementation of approved strategic initiatives. Initiate and define projects to meet objectives outlined by the Streets Division Management Team.

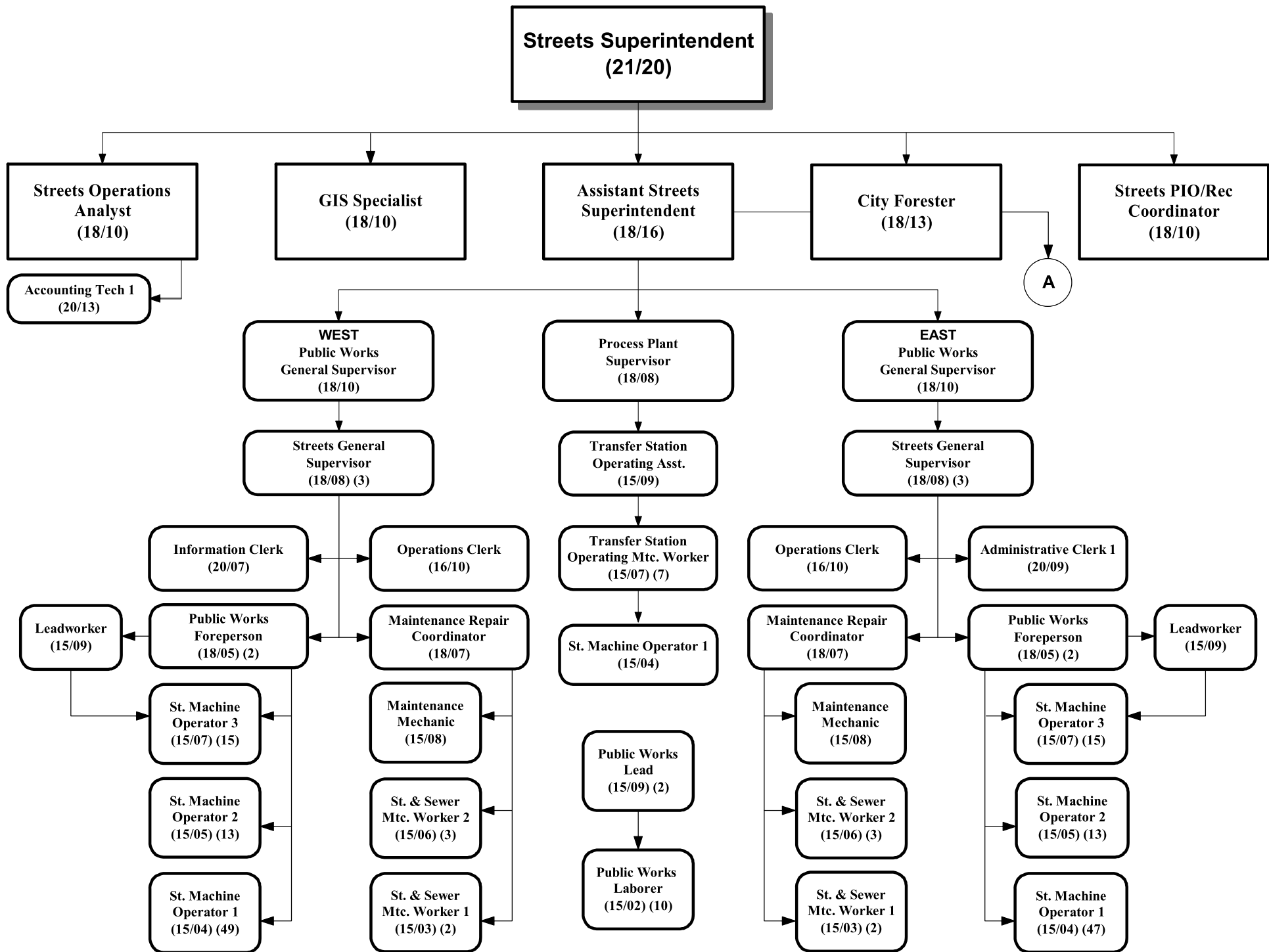
Although the focus is changed from the Public Works Team to the Streets Division Management Team, the work is essentially the same and therefore it makes sense to keep the classification in Range 12 but with a different title, Streets PIO/Strategic Initiatives Coordinator. As such, I recommend retitling the Streets/PW Strategic Initiatives Coordinator as a Streets PIO/Strategic Initiatives Coordinator and recreating the existing position of Streets/PW Strategic Initiatives Coordinator as the Streets PIO/Strategic initiatives Coordinator in R12.

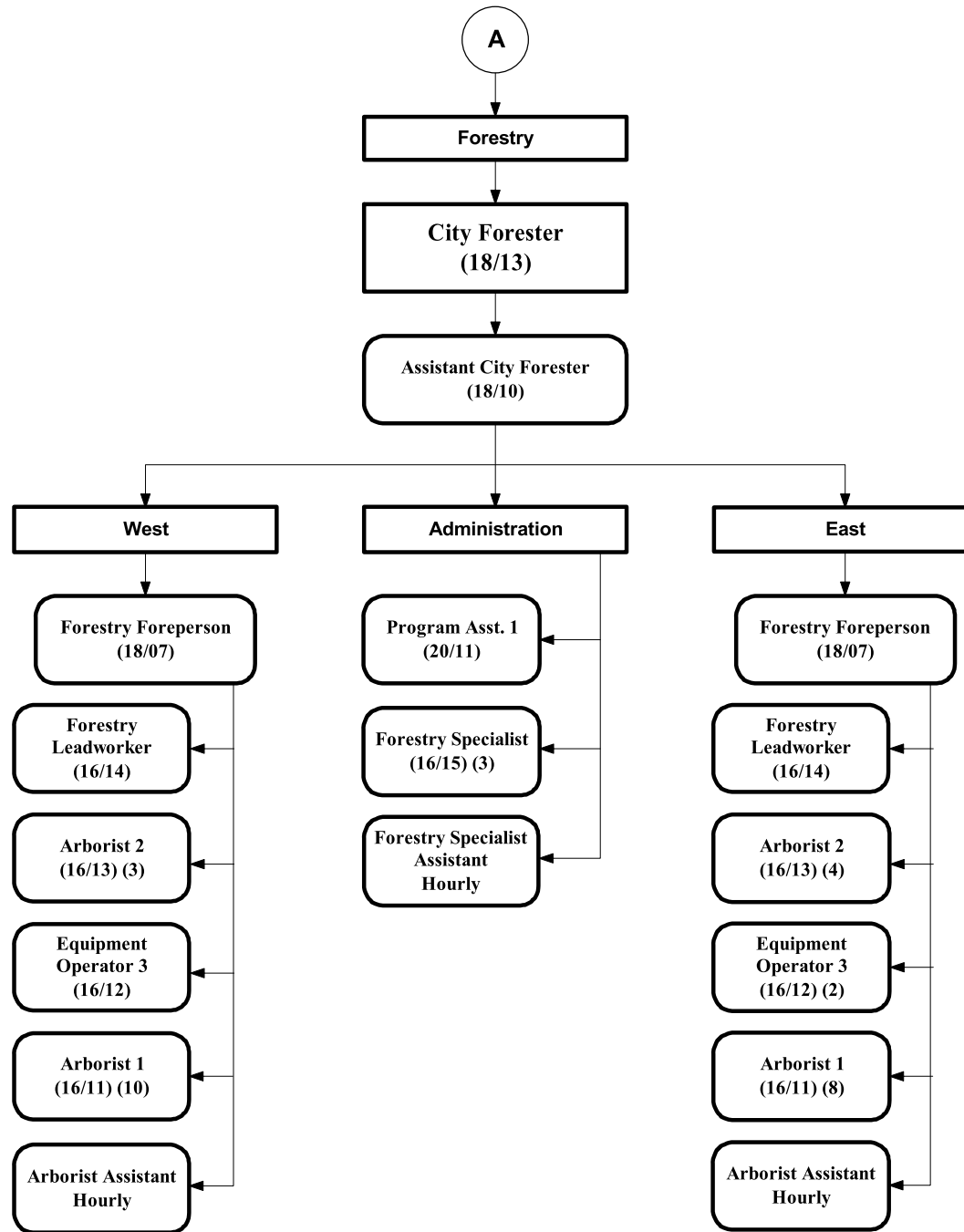
The resolutions to implement the recommended actions have been drafted.

Editor's Note:

<b>Compensation Group/Range</b>	<b>2026 Annual Minimum (Step 1)</b>	<b>2026 Annual Maximum (Step 5)</b>	<b>2026 Annual Maximum +12% longevity</b>
18/19	\$130,362.18	\$156,355.16	\$175,117.80
18/16	\$113,478.30	\$136,753.50	\$153,163.92
18/13	\$98,668.44	\$118,695.46	\$132,939.04
18/12	\$93,996.50	\$113,478.30	\$127,095.80
18/10	\$85,983.30	\$103,336.48	\$115,736.92

cc: Mayor  
Charlie Romines—Public Works Director  
Erin Hillson—HR Director

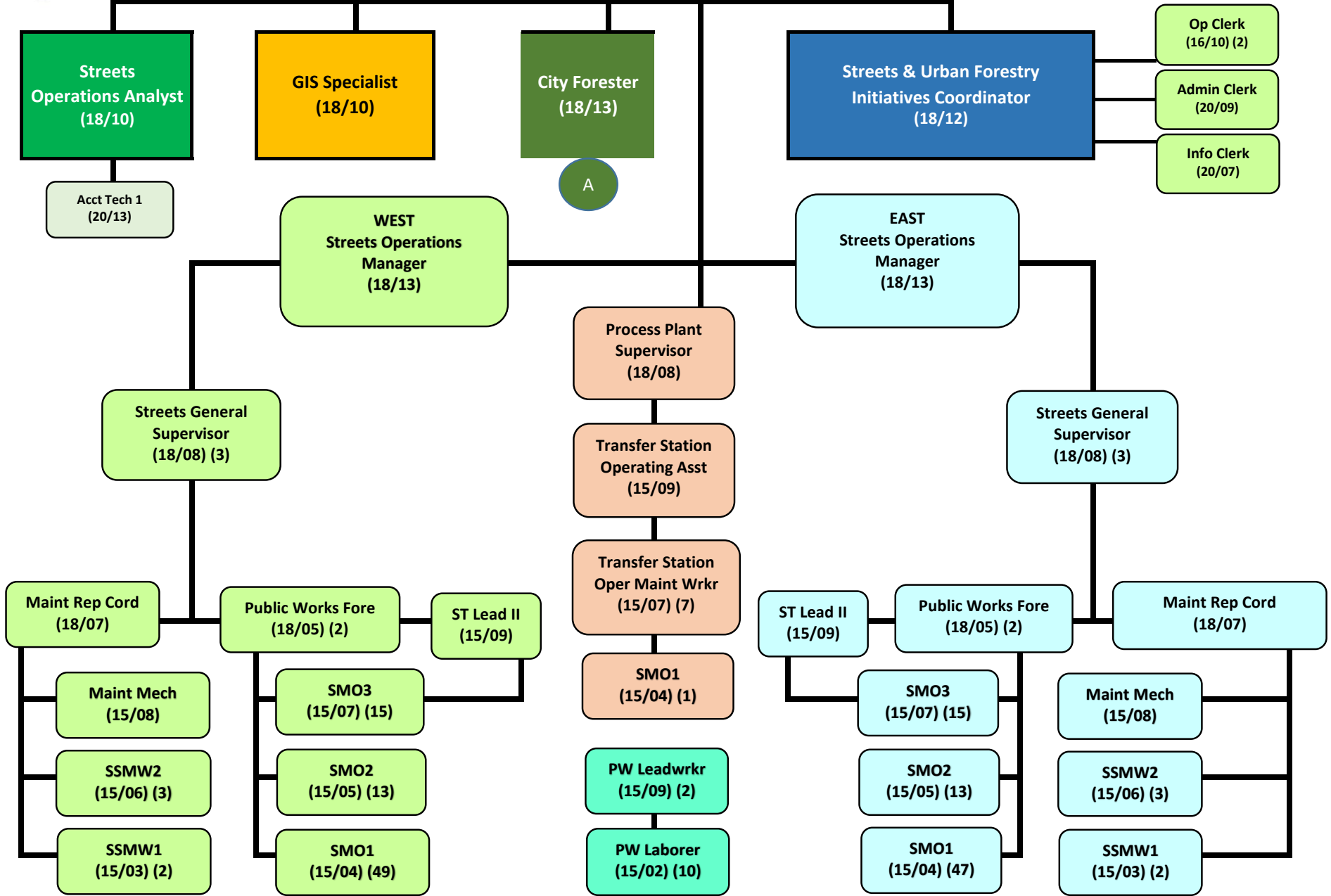


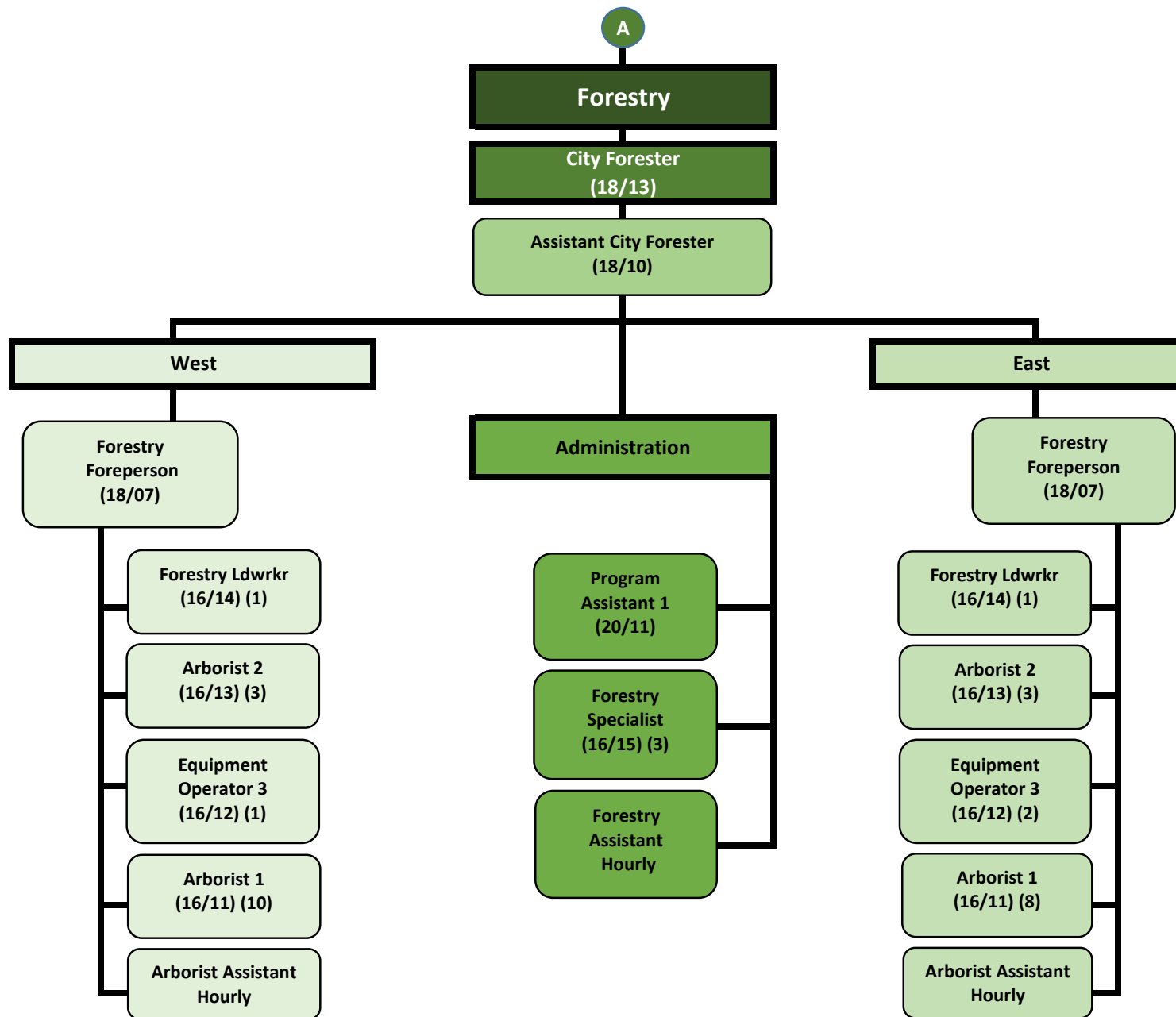




City of Madison  
Streets & Urban Forestry  
2026

Streets Division Manager  
(18/19)







# City of Madison

City of Madison  
Madison, WI 53703  
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## Master

**File Number: 92747**

**File ID:** 92747

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/14/2026

**File Name:** Recreate the 1.0 FTE position #2598 of Administrative Assistant (CG20, R14) as an IT Specialist 1(CG18, R6) within the Police Department operating budget.

**Final Action:**

**Title:** Recreate the 1.0 FTE position #2598 of Administrative Assistant (CG20, R14) as an IT Specialist 1(CG18, R6) within the Police Department operating budget.

### Notes:

**Sponsors:** Director of Human Resources

**Effective Date:**

**Attachments:** FinComm MEMO MPD Administrative Assistant.pdf **Enactment Number:**

**Author:** Brooke Gillitzer, Human Resources Analyst

**Hearing Date:**

**Entered by:** jortiz@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	04/14/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> 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 92747

#### Fiscal Note

The proposed resolution authorizes recreating the vacant position of a 1.0 FTE Administrative Assistant (PCN #2958) in Compensation Group 20, Range 14 to a 1.0 FTE IT Specialist 1 in Compensation Group 18, Range 6 within the Madison Police Department (MPD). The estimated cost increase of the new classification is \$8,200 in 2026. The estimated annual cost of the increase is \$14,000. The Madison Police Department intends to fund the cost of this increase through their existing salary budget. MPD and Finance will continue to monitor the costs and make any adjustments, if necessary, through the year-end resolution. At this time, no additional appropriation is required.

**Title**

Recreate the 1.0 FTE position #2598 of Administrative Assistant (CG20, R14) as an IT Specialist 1(CG18, R6) within the Police Department operating budget.

**Body**

Resolution to recreate position #2598 of Administrative Assistant (CG 20, Range 14) as an IT Specialist 1 (CG 18, Range 6), within the Police Department operating budget, thereof.

TO: Finance Committee

FROM: Brooke Gillitzer, Human Resources

DATE: April 6, 2026

SUBJECT: Administrative Assistant

The Human Resources Department received a request from Madison Police Department Chief John Patterson on April 2<sup>nd</sup>, 2026 requesting to study the 1.0 FTE position #2598 of Administrative Assistant (CG20, Range 14). Based on a review of the position classification worksheet, updated position description, and after several interviews I recommend amending the Police Department's 2026 operating budget to recreate the 1.0 FTE position #2598 of Administrative Assistant (CG20, R14) as an IT Specialist 1(CG18, R6).

The Administrative Assistant classification is described as follows:

... **responsible paraprofessional** staff support work relative to the development and implementation of divisional and/or departmental **administrative programs and functions**. Work is characterized by responsibility for a wide variety of **administrative services** (such as the development and implementation of budgetary documentation and fiscal controls, personnel, purchasing, payroll, and the supervision of office clerical activities); and/or direct responsibility for a comprehensive administrative program requiring the development and integration of diverse and complex operational data inherent to unit operations. This work is performed with a high degree of independence and discretion. Under the general supervision of a department or division head, work is normally assigned in terms of program objectives and directives; and employees are responsible for establishing the necessary administrative procedures, methods and controls.... [emphasis added].

Due to software changes including the mitigation of Telestaff to Google Cloud, this position will now have duties related to professional work in the support of automated management information systems. It requires the implementation and support of a 3rd party application and the development of custom programming. This includes but is not limited to 1) performing basic analysis to document customer requirements, 2) writing, testing and implementing application code, 3) adhering to standards to ensure proper controls and security within code modules and 4) preparing documentation for users. The information technology (IT) work performed in this position is technical and professional, and includes:

- An increase in percentage of the position dedicated to Telestaff configuration and support
- Updating and/or reconfiguring Telestaff features
- Assisting with further steps to rectify high level errors
- Work to implement new features, configurations, and software updates
- Assist with Google Cloud migration
- Requiring experience using and configuring Telestaff or comparable scheduling software and knowledge of programming such as SQL, C, JAVA, or similar programming syntax.

These responsibilities fall more appropriately within the IT Specialist series, which includes performing specialized work relative to the City's management information systems and are assigned to perform either: 1) Applications Development or 2) Technical Support activities. In

terms of the appropriate level, IT Specialist 4 is advanced level lead work, which is beyond the current responsibilities of this position. Responsibilities at the IT Specialist 3 level are also more advanced-level professional work in the development or support of automated management information systems including the development and implementation of automated systems and major system components or the development and implementation of support systems and programs and may involve some leadership responsibility on specific projects. The IT Specialist 2 classification describes objective level IT work in the development or support of automated management information systems. Finally, the IT Specialist 1 is described as:

... entry-level **professional work** in the development or support of automated management **information systems**. This work is characterized by more routine and/or focused assignments where there is limited direct responsibility for the **development of automated systems** or the independent provision of customer support. This work is normally performed under the close to limited supervision of a Principal IT Specialist or other supervisor/manager and/or in a trainee capacity...[emphasis added].

This level aligns most appropriately with the responsibilities currently expected to be performed in this position, which includes entry-level professional IT work. Based on this analysis, I recommend recreating position #2596 as an IT Specialist 1 in CG18, Range 6 within the Police Department's 2026 operating budget. The reallocation was discussed with Local 6000 on April 3, 2026 and as of the publication of this memo the association has not responded to the notification of this position change.

The necessary resolution to implement this recommendation has been drafted.

Editor's Note:

Compensation Group/Range	2026 Annual Minimum (Step 1)	2026 Annual Maximum (Step 5)	2026 Annual Maximum +12% longevity
20/14	\$ 65,418	\$ 72,561	\$ 81,268
18/06	\$ 73,026	\$ 85,983	\$ 96,301

CC: John Patterson – Police Chief  
 Paige Valenta – Assistant Police Chief  
 Erin Hillson – HR Director  
 Rick Marx – Local 6000



# City of Madison

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

## Master

**File Number: 92754**

**File ID:** 92754

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/14/2026

**File Name:** Create a new classification series of Program Specialist 1-2 in CG 18, Range 10 and 12 respectively; Delete position #892 of EO Investigator 3 and recreate it into the new classification of Program Specialist 2 in CG 18, Range 12 and reallocate the employ

**Final Action:**

**Title:** Create a new classification series of Program Specialist 1-2 in CG 18, Range 10 and 12 respectively; Delete position #892 of EO Investigator 3 and recreate it into the new classification of Program Specialist 2 in CG 18, Range 12 and reallocate the employee.

**Notes:**

**Sponsors:** Director of Human Resources

**Effective Date:**

**Attachments:** PB Memo DCR EO Investigator 3.pdf, DCR Program Specialist 1-2 04-2026.doc, EO Investigator 3 PD.pdf

**Enactment Number:**

**Author:** Brooke Gillitzer, Human Resources Analyst

**Hearing Date:**

**Entered by:** jortiz@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	04/14/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Personnel Board (4/22/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Personnel Board.						
1	FINANCE COMMITTEE	04/21/2026	Referred	PERSONNEL BOARD		04/22/2026	
	<b>Action Text:</b> This Resolution was Referred to the PERSONNEL BOARD						
1	PERSONNEL BOARD	04/22/2026	Return to Lead with the Recommendation for Approval	FINANCE COMMITTEE			Pass

**Action Text:** A motion was made by Nash, seconded by Denny, to Return to Lead with the Recommendation for Approval to the FINANCE COMMITTEE. The motion passed by voice vote/other.

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## Text of Legislative File 92754

### Fiscal Note

The proposed resolution authorizes the creation of the new classification series of Program Specialist 1-2 in compensation group 18, ranges 10 and 12, respectively. The resolution further authorizes the deletion of position 892 EO Investigator 3 in CG 18/R 8 and the recreation of the position in the new Program Specialist 2 classification. Finally, it authorizes reallocating the incumbent employee in the Program Specialist 2 classification. The proposed adjustment in this resolution has an effective date of January 16, 2026.

The 2026 Adopted Operating Budget for the Department of Civil Rights (DCR) includes \$127,528 for the salary and benefits for position 892. The 2026 estimated cost for the recreation of this position and the reallocation of the incumbent employee is \$142,032. The annual estimated cost of this recreation and reallocation is \$148,877. DCR's operating budget will be monitored throughout the year to determine how the agency absorbs the approximately \$14,500 in additional compensation in 2026. These changes will also be reflected in future operating budgets. No additional appropriation required at this time.

### Title

Create a new classification series of Program Specialist 1-2 in CG 18, Range 10 and 12 respectively; Delete position #892 of EO Investigator 3 and recreate it into the new classification of Program Specialist 2 in CG 18, Range 12 and reallocate the employee.

### Body

Resolution to create a new classification series of Program Specialist 1-2 in CG 18, Range 10 and 12 respectively; Delete position #892 in the classification of EO Investigator 3 in CG 18, Range 8 and recreate it into the new classification of Program Specialist 2 in CG 18, Range 12; and reallocate the employee, A. Riphon, within the Department of Civil Rights 2026 operating budget, thereof.

TO: Personnel Board

FROM: Brooke Gillitzer, Human Resources Analyst

DATE: March 8, 2026

SUBJECT: EO Investigator 3

The Human Resources Department received a request from the Department of Civil Rights (DCR) Director Norman Davis to create a new classification series within DCR. Upon reviewing the updated position description, the current class specification and other related class specifications, and conducting interviews with Bethany Mason (Equal Opportunities Division Manager) and Alyssa Riphon (EO Investigator 3). Based on the findings, I recommend the following for reasons outlined in this memo:

- Create a new classification series of Program Specialist 1 – 2 in CG 18, Range 10 and 12 respectively;
- Delete position #892 in the classification of EO Investigator 3 in CG 18, Range 8;
- Recreate position #892 into a Program Specialist 2 in CG 18, Range 12;
- Reallocate the employee, A. Riphon into the level of Program Specialist 2 (CG18/ R12).

DCR currently has a Director position with four direct reports: the Affirmative Action Manager, the Equal Opportunity Manager, the Equity and Social Justice Manager, and an Administrative Supervisor. Establishing the Program Specialist 1–2 classification would create opportunities for cross-training among positions currently designated in CG18, Range 10, as well as those moved into that range. It would also provide a pathway for advancement as program needs evolve, supporting more independent programmatic work and/or the development of a front-line supervisory role.

For the Program Specialist 1 (CG18, Range 10), a comparison was made to the Human Resources Analyst 3 position, also in CG18, Range 10. The Human Resources Analyst 3 performs the most complex recruitment strategies while maintaining compliance with laws and regulations. This position uses discretion in consultations with agencies on a variety of complex human resources issues. Another similar position that has a City-wide scope in CG 18, Range 10 is the Sustainability Coordinator. The Sustainability Coordinator performs responsible, professional outreach, education, and policy work that promotes sustainability concepts throughout the City of Madison. This position also coordinates with staff and community partners regarding their program area. This is comparable to the Program Specialist 1, who would likewise be responsible for their program area at a citywide level while working collaboratively with community partners.

For the Program Specialist 2 (CG18, Range 12), a comparison was made to the Human Resources Analyst 4 position in CG18, Range 12. The Human Resources Analyst 4 performs advanced-level work in a specialized area of Human Resources, serving as a subject matter expert and/or providing leadership in the development and administration of specific programs. Employees in this classification may supervise lower-level staff. The work requires considerable judgment, discretion, and expertise in preparing and presenting complex analyses and administering programs and services. This is comparable to the Program Specialist 2, who would operate with greater independence than the Program Specialist 1 and would have a broader programmatic scope and/or supervisory responsibilities.

Within the Equal Opportunities section of DCR, there are four EO Investigator 1–3 positions, one Paralegal/Mediator 2, and one Hearing Examiner (EOC), all of whom report directly to the Equal Opportunities Division Manager. Alyssa started in 2013 as an Administrative Clerk and was promoted to EO Investigator 1 in 2015 and subsequently advanced through the EO Investigator series, reaching EO Investigator 3 in 2018.

In recent years, DCR transitioned to an online case-processing system, CityLaw, which coincided with a significant increase in caseload—from approximately 100 cases to 500 cases annually—as well as

increased case complexity, including additional protected classes under MGO 39.03. Alyssa has participated in hiring processes, provided input on performance management, conducted weekly check-ins, and taken responsibility for training and assigning cases to other EO Investigators. In a leadership capacity, Alyssa has regularly audited other investigators for thoroughness compliance and/or training needs.

This work requires considerable judgment, discretion, and expertise in interpreting, preparing, and presenting complex analyses and administering programs and services. Alyssa determines case jurisdiction interactively and collaboratively with other governmental agencies. Lastly, it is necessary for this position to maintain ongoing familiarity with various laws and regulations within related industries which may be relevant to each case, such as building inspection rules and regulations when applicable.

Based on these responsibilities, it would be appropriate to place Alyssa at the Program Specialist 2 level in CG18, Range 12. This is comparable because Alyssa has been functioning in a supervisory capacity with EO Investigator staff and, with this change, would be formally designated as the direct report for those positions.

For the reasons outlined above, I recommend to create a new classification series of Program Specialist 1 – 2 in CG 18, Range 10 and 12 respectively; Delete position #892 in the classification of EO Investigator 3 in CG 18, Range 8 and recreate it into a Program Specialist 2 in CG 18, Range 12 and reallocate the employee into the Program Specialist 2 classification in CG 18, Range 12.

The necessary Resolution has been prepared.

Effective Date: 01/16/2026

Compensation Group/ Range	2026 Annual Minimum (Step 1)	2026 Annual Maximum (Step 5)	2026 Annual Maximum (+ 12% Longevity)
18/08	\$82,403	\$98,668	\$110,508
18/10	\$85,983	\$103,336	\$115,736
18/12	\$93,996	\$113,478	\$127,095

CC: Erin Hillson, Human Resources Director  
 Emaan Abdel-Halim, HR Services Manager  
 Kurt Rose, Employee and Labor Relations Manager  
 Norman Davis, DCR Director  
 Alyssa Riphon, EO Investigator 3  
 Bethany Matson, Equal Opportunities Division Manager

## PROGRAM SPECIALIST 1 - 2

### CLASS DESCRIPTION

#### General Responsibilities:

Progression to a Program Specialist 2 is not automatic but rather is dependent upon the employee taking on additional duties and responsibilities and/or supervisory functions as well as the needs of the department and is generally accomplished through competition or a position study.

#### *Program Specialist 1*

This is advanced professional work in implementing the City's Civil Rights Program (Affirmative Action, Contract Compliance, Equal Rights, Equity, or Disability) in accordance with all applicable state and federal laws, City Ordinances, and professional standards. This work is performed under the general supervision of the Equal Opportunities Manager, Equity and Social Justice Manager or Affirmative Action Manager.

#### *Program Specialist 2*

This is professional leadership work in the development or support of complex management of the City's Civil Rights Program (Affirmative Action, Contract Compliance, Equal Rights, Equity, or Disability) in accordance with all applicable state and federal laws, City Ordinances, and professional standards. This work requires considerable judgment, discretion and expertise in the development or support of highly complex and diverse management relevant to the specific program area. Work is characterized by significant project leadership responsibility for the development and implementation of specified program areas. Employees may be expected to supervise lower-level employees. This work is performed under the general supervision of the Equal Opportunities Manager, Equity and Social Justice Manager or Affirmative Action Manager.

#### Examples of Duties and Responsibilities:

#### *Program Specialist 1*

Plan, develop, organize, and recommend policies, guidelines, initiatives, and performance standards for assigned program areas. Collaborate with managers, coordinators, executive leadership, commissions, and elected officials to develop and implement program plans, goals, benchmarks, and timelines. Analyze program data and utilize information to support realistic goal-setting and continuous improvement. Serve as a lead resource on relevant local, state, and federal regulations, providing specialized expertise to ensure compliance with applicable laws and standards.

Provide guidance and leadership to departments in developing program structures, collecting and analyzing data, and preparing required reports. Offer consultation on regulatory standards, program objectives, and reporting requirements. Assist in planning, developing, and maintaining systems that support program monitoring and compliance. Review organizational processes and decisions to ensure alignment with program goals and regulatory expectations.

Develop, oversee, and conduct citywide training programs related to program compliance, organizational responsibilities, and best practices. Coordinate with departments to design customized training that meets specific operational needs. Assess training needs, evaluate offerings, and ensure alignment with relevant guidelines. Participate in team efforts to enhance training delivery and recommend alternative resources or methods as appropriate. Partner with data and analytics staff to prepare reports and evaluate program effectiveness. Participate in team efforts to enhance training delivery and recommend alternative resources or methods.

Develop and administer procedures for receiving, reviewing, and resolving complaints related to assigned program areas. Conduct investigations, make determinations, and prepare written findings. Maintain appropriate records, logs, and files. Provide consultation to department leadership regarding complaint outcomes and compliance expectations. Evaluate investigative reports for adherence to standards and participate in issue resolution.

Assist departments in developing long-term and strategic plans to support organizational goals, including workforce planning and recruitment strategies. Review selection processes and related documentation to ensure compliance with applicable guidelines. Identify areas of underrepresentation or gaps in program outcomes and recommend strategies for improvement. Coordinate with Human Resources to review testing, selection, and placement practices and ensure they align with established standards.

Plan and implement data collection and monitoring systems for program activities. Identify meaningful measures of program effectiveness and oversee the maintenance of reporting systems. Prepare and present written and oral reports to leadership, commissions, and other stakeholders.

Develop and maintain working relationships with other governmental agencies and community organizations. Stay current on relevant legislation, policies, and guidelines to provide accurate consultation and technical assistance. Represent the department before policy review bodies and community groups. Serve on ad hoc teams engaged in policy or administrative procedure analysis.

Evaluate City policies, procedures, activities, and facilities to identify barriers to effective program delivery. Work with departments to ensure programs and services comply with applicable standards and support continuous improvement. Provide programmatic information, referrals, and guidance to agencies and constituents. Serve as a liaison to internal and external partners to promote awareness and coordination of program interests.

Coordinate program services, contracts, and resources needed to support citywide implementation. Provide training, guidance, and support to staff involved in program delivery. Manage program budgets. Oversee the development and maintenance of recordkeeping systems.

Provide recommendations on budget, staffing, purchasing, and administrative matters. Analyze data to develop recommendations for program improvements. Lead or participate in inter-departmental teams addressing complex citywide policy issues and projects. Provide guidance to staff conducting studies and evaluations.

Perform related work as required.

*Program Specialist 2*

Perform all work consistent with the class of Program Specialist 1 with a greater degree of project leadership and independence.

Take full responsibility for specified programmatic area.

Oversee and prioritize workload and work quality of lower-level staff.

Supervise and train permanent and non-permanent administrative employees. Assign, prioritize, and monitor work flow. Participate in or perform hiring, discipline, grievance handling, training, and performance evaluation processes. Coordinate support activities and assist employees in dealing with difficult situations.

Perform related work as required.

QUALIFICATIONS

**Training and Experience:**

Generally, positions in this classification will require:

*Civil Rights Program Specialist 1*

Three (3) years of directly related professional experience in a responsible Civil Rights role that involved in the interpretation and application of laws, rules, regulations, and policies directly related to the rights of people with disabilities; diversity, inclusion, and/or racial equity social justice role, contract compliance, equal opportunities, and/or affirmative action. Such experience would normally be gained after graduation from an accredited college or university with a Bachelor's Degree in Public Administration, Business Administration, Sociology, or a closely related field. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of these positions will also be considered.

*Civil Rights Program Specialist 2*

Four (4) years of directly related professional experience in a responsible Civil Rights role that involved in the interpretation and application of laws, rules, regulations, and policies directly related to the rights of people with disabilities; diversity, inclusion, and/or racial equity social justice role, contract compliance, equal opportunities, and/or affirmative action, including at least two (2) years working in a leadership capacity within an area of specialty. Such experience would normally be gained after graduation from an accredited college or university with a Bachelor's Degree in Public Administration, Business Administration, Sociology, or a closely related field. Other combinations of training and/or experience which

can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of these positions will also be considered.

Specific training and experience requirements will be established at the time of recruitment.

**Knowledge, Skills and Abilities:**

*Civil Rights Program Specialist 1*

- Thorough knowledge of the principles and practices of affirmative action, equal opportunity, contract compliance, disability rights, and/or social justice theory.
- Thorough knowledge of relevant laws, rules and regulations, policies, and administrative procedures applicable to the civil rights of people.
- Working knowledge of and ability to use computer software applicable to the duties of the position.
- Working knowledge of training techniques, development and implementation.
- Working knowledge of cultural differences, and understanding of equity principles.
- Working knowledge of public administration principles and practices.
- Ability to analyze City policies, procedures, operating practices, and data relevant to Civil Rights and determine if they are in compliance with applicable laws.
- Ability to develop, recommend, and administer Equal Employment Opportunity, Affirmative Action, Disability, Contract Compliance, and/or Social Justice Programs.
- Ability to independently prepare, present, and defend analytic findings.
- Ability to provide information to City managers, external organizations, and the general public relative to Civil Rights.
- Ability to exercise discretion in applying rules, policies and procedures.
- Ability to provide advice and assist in the development of policies and procedures.
- Ability to exercise judgment and initiative in achieving program goals.
- Ability to conduct interviews and solicit pertinent information.
- Ability to develop and maintain effective working relationships.
- Ability to conduct related operational and statistical demographic analysis.
- Ability to conduct complex equity analysis, to develop work plans, and to actively participate in program implementation.
- Ability to recognize, respect, and appropriately respond to trauma.
- Ability to develop and oversee the maintenance of effective recordkeeping systems.
- Ability to facilitate process development and consensus building.
- Ability to facilitate discussion and consider opposing viewpoints.
- Ability to provide strong leadership skills.
- Ability to identify process stakeholders, to foster their involvement, and to reflect their respective positions in strategic process recommendations.
- Ability to create and deliver effective trainings and presentations on difficult topics.
- Ability to support and advise policy bodies.
- Ability to attend meetings outside of work hours, including evening and weekends.
- Ability to work with multicultural populations.
- Ability to communicate effectively both orally and in writing.
- Ability to maintain adequate attendance.

### *Civil Rights Program Specialist 2*

- Thorough knowledge of the principles and practices of affirmative action, equal opportunity, contract compliance, disability rights, and/or social justice theory.
- Thorough knowledge of relevant laws, rules and regulations, policies, and administrative procedures applicable to the civil rights of people.
- Thorough knowledge of and ability to use computer software applicable to the duties of the position.
- Thorough knowledge of training techniques, development and implementation.
- Working knowledge of cultural differences, and understanding of equity principles.
- Working knowledge of public administration principles and practices.
- Working knowledge of supervisory or leadership principles and practices.
- Ability to analyze City policies, procedures, operating practices, and data relevant to Civil Rights and determine if they are in compliance with applicable laws.
- Ability to develop, recommend, and administer Equal Employment Opportunity, Affirmative Action, Disability, Contract Compliance, and/or Social Justice Programs.
- Ability to independently prepare, present, and defend analytic findings.
- Ability to provide information to City managers, external organizations, and the general public relative to Civil Rights.
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- Ability to provide advice and assist in the development of policies and procedures.
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- Ability to attend meetings outside of work hours, including evening and weekends.
- Ability to work with multicultural populations.
- Ability to communicate effectively both orally and in writing.
- Ability to maintain adequate attendance.

#### Special Requirements:

Ability to meet the transportation requirements of the position.

Ability to adjust work schedules to conduct training, attend meetings, or perform other work related activities on weekends or during the evening.

**Physical Requirements:**

Work is primarily sedentary in nature and performed in an office environment. Employees will be expected to use standard office equipment such as a telephone, computer, calculator, copier, and fax machine.

Employees in this classification will be expected to physically visit and access sites throughout the City to determine accessibility, conduct trainings or attend meetings. The employee must be able to access individuals, groups and meeting sites throughout the community.

<b>Department/Division</b>	<b>Comp. Group</b>	<b>Range</b>
Civil Rights	18	10
Civil Rights	18	12

Approved: \_\_\_\_\_  
Erin Hillson  
Human Resources Director  
Date

## CITY OF MADISON POSITION DESCRIPTION

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

Alyssa Riphon

Work Phone: (608) 267-1133

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

EO Investigator 3

3. Working Title (if any):

EO Investigator Supervisor

4. Name & Class of First-Line Supervisor:

Bethany Mason

Work Phone:

5. Department, Division & Section:

Department of Civil Rights, Equal Opportunities Division

6. Work Address:

City-County Building  
210 Martin Luther King, Jr. Blvd.  
Room 100  
Madison, WI 53703

7. Hours/Week: 38.75

Start time: 8:00 AM      End time: 4:30 PM

8. Date of hire in this position:

N/A

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

- 
10. Position Purpose: (How this position fits into the overall mission, vision, and goals of your agency and work unit.)

This is a leadership role within the Equal Opportunities division in the Department of Civil Rights (DCR). The Department of Civil Rights is responsible for the management, development, and implementation of Madison General Ordinance (MGO) 39.03, one of the most comprehensive equal opportunities ordinances in the country, as well as federal and state laws, toward ensuring the rights of all people in housing, employment and public accommodations in the City of Madison. The EO Investigative Supervisor directly supports the Department of Civil Rights (DCR) mission of upholding civil rights, advancing equality, and creating a more inclusive society through proactive enforcement and education. This position is responsible for supervising Madison Equal Opportunities Division (MEOD) investigative operations. This includes ensuring consistent, high-quality investigations through direct supervision, coaching, and coordination of investigative services through the MEOD.

11. Position Summary:

The EO Investigator Supervisor directly supervises MEOD investigative staff and oversees the daily investigative operations of the MEOD. This position is responsible for case coordination, work product review, investigator training, and internal procedures that support effective investigations. The EO Investigator Supervisor ~~SIS~~ ensures investigations are executed consistently and in compliance with MGO 39.03, and meet all legal and professional standards to best serve the community, under the general supervision of the Equal Opportunities Manager.

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

35% A. Supervision and Leadership

1. Directly supervise the daily activities of investigative personnel within the MEOD. Provide guidance, support, and mentoring to investigators, ensuring adherence to investigative protocols and standards. Conduct regular meetings to discuss case progress, challenges, and professional development opportunities.
2. Conduct regular ~~meetings~~ individual and group supervision to support investigative quality, ~~to~~ discuss case progress, challenges, and professional development opportunities.
3. Support DCR in developing strategic goals and objectives for the investigative team aligned with the mission and vision of the MEOD.
4. Foster a culture of excellence, accountability, and continuous improvement among staff. Lead by example in upholding ethical standards and promoting fairness and equal opportunity principles.
5. Identify training needs and coordinate onboarding and ongoing professional development for investigative staff to enhance staff skills and capabilities in investigative techniques and procedures.
6. Perform regular work product reviews for investigative staff, providing constructive feedback and identifying areas for improvement. Develop training plans and professional development opportunities to enhance staff skills and capabilities in investigative techniques and procedures.
7. Make recommendations to complaint resolution processes pertaining to intake, investigation, and the issuance of Initial Determinations and subsequent decisions.
8. Oversee statistical record keeping systems/formats and associated obligations consistent with prevailing standards. Direct and monitor the provision of related technical assistance.
9. Makes recommendations to EOD Manager as to potential areas for the city to update its E.O. ordinance based on trends in other areas.
10. Maintain awareness of changes in legislation on both the state and federal levels.
11. Review relevant rules, ordinances and procedures with complainants, their legal representatives or advocates at intake.
12. Supervise; mentor, advise, train, promote, assign, and evaluate work, review investigator employee performance, recruit, and terminate employees.
13. Recommend new/revised policies and procedures to improve service to the public.
14. Consult with the City Attorney's Office on questions of law, as required, and advise staff on the appropriate interpretation of law.

25% B. Investigation Coordination and Quality Assurance

1. Oversee the coordination of investigative activities and case assignments within the MEOD. Ensure efficient workflow management, prioritize cases based on urgency and complexity, and allocate resources effectively to meet investigative timelines and quality standards.
2. Monitor case progress and timelines to ensure timely and consistent complainant processing.
3. Serve as primary consultant on investigative methodology, case strategy, and prepare and distribute an investigative questionnaire to the parties
4. Ensure consistent use of administrative or technological programs integral to MEOD operations, such as the CityLaw program. Develop strategies to streamline administrative

- processes, enhance operational efficiency, and improve service delivery to complainants and respondents.
5. Collaborate with Information Technology staff and investigators to administer and utilize CityLaw operational data effectively. Ensure that investigative processes are supported by robust data systems, enabling comprehensive case management, analysis, and reporting.
  6. Direct and oversee the investigations, analyze issues and prepare an investigation plan, as required.
  7. Analyze information gathered to ensure a thorough investigation was conducted and that appropriate methods were used.
  8. Discuss cases with staff and review rationale.
  9. Review, edit, and evaluate Initial Determination decisions.
- 20 % C. Investigations
1. Carry a caseload, including complex, high-risk, or sensitive discrimination investigations, including matters that are precedent-setting, multi-party, legally complex, or involve heightened public or organizational impact.
  2. Conduct advanced investigative activities, including interviews, evidence analysis, and application of investigative standards.
  3. Prepare investigative findings, analyses, and recommendations for managerial and legal review.
  4. Provide continuity on cases requiring specialized expertise, conflict mitigation, or supervisory independence.
  5. Utilize complex cases as training opportunities through co-investigation, shadowing, or guided case review with investigative staff.
  6. Oversee the drafting or assist complainants in drafting high-level complaints.
  7. (In Joint Partnership – EEOC cases involved with Federal Class Actions), Interview prospective complainants, determine if the allegation(s) constitutes a prima facie complaint of discrimination, and whether the Madison EOC has jurisdiction over the case; make referrals to other agencies as appropriate, and respond to questions about the complaint process. Conducts case management for complaints involving potential concurrent jurisdiction with EEOC, including jurisdictional assessment and determination of appropriate case processing through investigative process.
- 10 % D. Procedures, Training & Operational Support
1. Develop, maintain, and update internal investigative procedures, templates, and guidance materials. Support implementation of policy or legal changes by translating requirements into investigative practice.
  2. Support and lead development and implementation of investigative strategies, trainings, and educational programs aimed at enhancing investigator skills and public awareness of discrimination issues. Collaborate with community stakeholders and partner agencies to promote compliance with anti-discrimination laws.
  3. Collaborate with Information Technology staff and investigators to integrate and utilize CityLaw operational data effectively. Ensure that investigative processes are supported by robust data systems, enabling comprehensive case management, analysis, and reporting.
  4. Conduct and provide training and/or guidance to staff relative to case handling.
  5. Utilize and train on professional investigative techniques to gather information, documents and to make a determination of “probable cause”, “no probable cause” or “probable cause/no probable cause”.
  6. Organize discrimination case processing and training for; State of WI Dept. of Workforce Development/Equal Rights Division, Dept. of Trade and Consumer Protection, Wisconsin Dept. of Justice, State of WI Employee Trust Funds, WI Hmong Association, City of Milwaukee Equal Rights Commission, Dane County.
  7. Participate in the development of appropriate materials and provide technical assistance to the public.
  8. Conduct investigative presentations for the public, including for Dane County and Madison College.

9. Assist staff to create presentations that can be given as presentations or put out on the DCR website as virtual presentations.
10. Plan and oversee outreach, related support, and training both directly and through staff for investigative team.
11. Cultivates and maintains relationships by responding to inquiries.
12. Raises awareness of the organization and its primary goals through outreach efforts and regular events in the community.

- 10 % E. Compliance Monitoring & Internal Reporting
1. Formulate and revise policies and procedures governing investigative practices within the MEOD. Conduct internal reviews and audits of investigative practices to ensure compliance with Chapter 39.03, EOC rules, and City policies.
  2. Identify trends, risks, and quality concerns and report findings to the Equal Opportunities Manager.
  3. Prepare internal operational summaries related to investigative performance and outcomes.
  - 4.
  - 5.

13. Primary knowledge, skills and abilities required:

- Thorough knowledge of relevant City of Madison rules, regulations, and laws governing discrimination complaints (e.g., Chapter 39.03, Rules of the Equal Opportunities Commission).
- Thorough knowledge of personnel policies, procedures, patterns, and practices.
- Thorough knowledge of recordkeeping systems and statistical analysis methods.
- Thorough knowledge of analytical and problem-solving skills for assessing complex situations and developing appropriate solutions.
- Thorough knowledge of providing education, outreach, and training to community members.
- Working knowledge of relevant State of Wisconsin rules, regulations, and laws governing discrimination complaints .
- Working knowledge of strong leadership and supervisory skills.
- Working knowledge of excellent communication and interpersonal skills for effective collaboration with diverse stakeholders (i.e., providing resources and services to other municipalities statewide).
- Working knowledge of information technology systems and their integration into investigative processes.
- Working knowledge of current trends and developments in employment, housing, and public accommodations discrimination laws.
- Working knowledge of computer systems and software relevant to investigative administrative tasks.
- Working knowledge of conducting research and gather relevant data for process improvement purposes.
- Working knowledge of exercising sound judgment and discretion in decision-making processes.
- General knowledge of relevant federal rules, regulations, and laws governing discrimination complaints.
- General knowledge of organizational skills to manage multiple tasks and prioritize workload effectively.
- General knowledge of supervision, training, and staff member development.

14. Special tools and equipment required:

Computer with related software: Microsoft Office applications, CityLaw, Adobe Acrobat DC, Zoom, Skype, and/or Teams.

15. Required licenses and/or registration:

N/A

16. Physical requirements:

Ability to sit, stand and use a computer for long periods of time. Able to lift up to 25 pounds.

17. Supervision received (level and type):

The position operates under general supervision from the Equal Opportunities Division Manager. This level of supervision involves guidance and oversight to ensure alignment with organizational goals and adherence to established policies and procedures. The EO Investigator Supervisor is entrusted with significant autonomy to supervise and innovate within their area of responsibility while maintaining accountability to the Equal Opportunities Division Manager for achieving departmental objectives and upholding the mission of promoting equal opportunity and addressing discrimination within the community.

18. Leadership Responsibilities:

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

19. Employee Acknowledgment:

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

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

20. Supervisor Statement:

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

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
DATE

Instructions and additional forms are available from the Human Resources Dept., Room 261, Madison Municipal Bldg., calling 266-4615 or visiting [cityofmadison.com/employeeenet/policies-procedures/position-descriptions](http://cityofmadison.com/employeeenet/policies-procedures/position-descriptions).



# City of Madison

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

## Master

**File Number: 92578**

**File ID:** 92578

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/01/2026

**File Name:** Noncompetitive purchase of goods from Action Target as a sole source provider of good and services for the Madison Police Department (MPD) indoor shooting range

**Final Action:**

**Title:** Authorizing the noncompetitive purchase of goods from Action Target as a sole source provider of good and services for the Madison Police Department (MPD) indoor shooting range located at 5702 Femrite Drive (District 16)

### Notes:

**Sponsors:** Yannette Figueroa Cole

**Effective Date:**

**Attachments:** Non-Competitive Selection Request - Action Target.pdf

**Enactment Number:**

**Author:** Capt. S. Drescher

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Police Department	04/01/2026	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee (4/27/26), Common Council (5/5/26)				
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>		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 92578

#### Fiscal Note

The proposed resolution authorizes a sole source contract with Action Target to provide repair and replacement services for the 2026 renovations of the Madison Police Department's (MPD) firearms range in an amount not to exceed \$89,093. Funding for the sole source contract is available in the 2026 Adopted Engineering - Facilities Management Capital Budget in the Police Facility Improvements program (Munis #15787 - \$53,419) and MPD's 2026 Adopted Operating Budget in the Wisconsin DOJ Training and Certification Funding grant (Munis #31212 - \$35,674). No additional appropriation is required.

**Title**

Authorizing the noncompetitive purchase of goods from Action Target as a sole source provider of good and services for the Madison Police Department (MPD) indoor shooting range located at 5702 Femrite Drive (District 16)

**Body**

WHEREAS, MPD originally contracted with Action Target for the design and build of the existing range using proprietary and patented equipment; and,  
WHEREAS, the MPD firearms range is in need of repair and replacement parts to ensure the continued operation of the range and the safety of its users; and,  
WHEREAS, Action Target possesses the sole replacement equipment and knowledge to make the repairs and replace necessary infrastructure; and,  
WHEREAS, there are no other firms in the country with the specific knowledge of Action Target's proprietary and patented equipment who can provide this service; and,  
WHEREAS, the MPD desires to enter into a contract with Action Target in an amount not to exceed \$89,093.44 to provide services for the requested repair and replacement; and,  
WHEREAS, under MGO 4.26(4)(a), a service contract of more than \$75,000 that was not competitively selected must be approved by the Common Council and must meet one of the exceptions in MGO 4.26(4)(b); and,  
WHEREAS, for the reasons stated on the attached Noncompetitive Selection Request Form, Action Target is the only firm that can provide the specific needs for the MPD firearms range, thereby meeting the exception of MGO 4.26(4)(b)2,. "the service required is available from only one person or firm."  
NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Mayor and City Clerk to sign a sole source contract for the purchases of goods and services from Action Target to provide repair/replacement services for the 2026 renovations of MPD's firearms range, for the purposes and at the price described above.



**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](mailto:purchasing@cityofmadison.com)  
[cityofmadison.com/finance/purchasing](http://cityofmadison.com/finance/purchasing)

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

## Non-Competitive Selection Request

Requisition Number

Fund  
1400 CAPITAL PROJECT

Major  
542\*\* Building/Facility Maintenance/Repair

Agency  
Police

Total Purchase Amount  
\$ 89,093.44

Vendor Name  
Action Target

Product/Service Description  
TCT shell panel replacements. TB1 joints (baffles). New range server and target hardware. Labor.

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

Reason For Request  
The City of Madison Police Department operates our own shooting range out of the Madison Police Department's Training Facility. The range was built approximately 15 years ago and is proprietary to Action Target. Being proprietary, Action Target is the only company who can repair and replace proprietary pieces of the facility itself. Action Target is needed to replace several shell panels that line the rear of the range and provide the blocking mechanism for ammunition once discharged. Compromised shells render the shooting lane inoperable. Currently, the training center's range has several lanes that are non-operable due to damage.

Requestor  
Drescher, Stephanie

October 15, 2024

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Comments

The City of Madison has paid a total of \$164,393 to Action Target Inc since 2016. Of that amount, \$127,129 was non-competitively selected, and the remaining \$37,264 was made up of smaller purchases, each under the threshold requiring competitive selection.



# City of Madison

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

## Master

**File Number: 92719**

**File ID:** 92719

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/13/2026

**File Name:** 13338 - Storage for Clerk's Office

**Final Action:**

**Title:** Authorizing the City's execution of a lease for a 36-month term beginning June 1, 2026 between the City of Madison and Oakleaf Properties I LLC for the property at 2041 S Stoughton Rd for Clerks Office storage. (District 16)

### Notes:

**Sponsors:** Sean O'Brien

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Tom Otto, Economic Development Division

**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	04/13/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> 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 92719

### Fiscal Note

The proposed resolution authorizes the Clerk's Office to execute a gross lease with Oakleaf Properties I, LLC for a 36-month lease term beginning June 1, 2026. Under the terms of the lease, the rent will be \$6,000 per month. The cost in 2026 will be \$42,000 and the total cost over the lease term is estimated to be \$216,000. The lease provides for common area maintenance (CAM) operating expenses typically incurred by the lessee under a triple-net lease, including: real estate taxes, insurance, snow removal, landscaping services, repairs and maintenance, water costs, and sewer costs. The 2026 Adopted Budget for the Clerk's Office did not include funding for this lease, as costs were not known at the time of budget development. The Clerk's Office and Finance Department will monitor the Clerk's operating

budget through the budget projection process. If needed, funds may be transferred to the Clerk's office through the mid-year or year-end appropriation resolutions to ensure sufficient funding is available for 2026 costs. Funding for 2027 and 2028 lease costs will be built into the Clerk's operating budget requests. At this time, no additional appropriation is required.

**Title**

Authorizing the City's execution of a lease for a 36-month term beginning June 1, 2026 between the City of Madison and Oakleaf Properties I LLC for the property at 2041 S Stoughton Rd for Clerks Office storage. (District 16)

**Body**

WHEREAS, the Elections Center / Clerks Office Facility Remodel project located at the Dane County Elections Center at 2002 Pankratz Street will be underway beginning in June 2026 and is expected to be a multi-year project; and

WHEREAS, the City of Madison Clerk's Office is using a portion of 2002 Pankratz Street for storage of election equipment and supplies that must be vacated during the renovation of this building; and

WHEREAS, the City of Madison and Oakleaf Properties I LLC desire to enter into a lease (the "Lease") for the premises at 2041 S Stoughton Rd to allow for temporary storage of election equipment and supplies during said remodel project.

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease with Oakleaf Properties I LLC substantially though not exclusively, on the terms and conditions detailed in the Letter of Intent attached to this resolution as Exhibit I - Letter of Intent for a Lease.

BE IT RESOLVED that the Mayor and City Clerk are authorized to execute, deliver and record a Memorandum of Lease and take any other further action required to accomplish the purpose of this resolution in a form approved by the City Attorney.



# City of Madison

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

## Master

**File Number: 92734**

<b>File ID:</b> 92734	<b>File Type:</b> Resolution	<b>Status:</b> Items Referred
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> FINANCE COMMITTEE
<b>File Name:</b> State Street Campus Garage and MPM Condo Association Representatives		<b>File Created Date :</b> 04/14/2026
		<b>Final Action:</b>

**Title:** Appointing City staff to represent the City of Madison on the Board of Directors of the State Street Campus Condominium Owners Association, Inc. and the Board of Directors of the Madison Public Market Condominium Owners Association, Inc. (District 2 and District 12).

**Notes:**

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

**Effective Date:**

**Attachments:** Madison Public Market Condo Bylaws.pdf, Madison Public Market Condo Declaration.pdf, State Street Campus Garage Condo Bylaws.pdf, State Street Campus Garage Condo Declaration.pdf

**Enactment Number:**

**Author:** Matthew Mikolajewski, Economic Development Divisic

**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	04/14/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> 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 92734

#### Fiscal Note

The proposed resolution authorizes the appointment of City employees to the condo associations for the State Street Campus Garage development and the Madison Public Market. The Parking Utility will be required to pay association fees to the State Street Campus Condominium Owners Association, Inc. to cover the costs of common area and limited common area maintenance in accordance with the Declaration and Bylaws. This expense will

be included in future Parking Division Operating Budgets. The City will be required to pay limited association fees to the Madison Public Market Condominium Owners Association, Inc. related to administration of the Association, as day-to-day maintenance of the property will be the financial responsibility of the Madison Public Market Foundation. Administrative costs for the Association will be absorbed within the Economic Development Division's (EDD) 2026 Adopted Operating Budget and included in future operating budget requests. No additional appropriation required.

**Title**

Appointing City staff to represent the City of Madison on the Board of Directors of the State Street Campus Condominium Owners Association, Inc. and the Board of Directors of the Madison Public Market Condominium Owners Association, Inc. (District 2 and District 12).

**Body**

WHEREAS, pursuant to Legistar File No. 78329 and a Ground Lease with Lake Street Student, LLC, the City of Madison will purchase two condominium units (the State Street Campus Garage and Inter-City Bus Terminal) within the State Street Campus Condominium, generally located at 415 N. Lake Street for a purchase price of \$1.00; and,

WHEREAS, a third unit (Theory Madison Apartments) will be privately owned; and,

WHEREAS, the owners of the three units collectively will share in the responsibility for managing common elements and limited common elements within the condominium; and,

WHEREAS, the management of these common elements and limited common elements will be governed by the Declaration of the State Street Campus Condominium and Bylaws of the State Street Campus Condominium Owners Association, Inc. (anticipated to generally be in a form consistent with the attached); and,

WHEREAS the State Street Campus Condominium Owners Association, Inc. was incorporated on September 24, 2025; and,

WHEREAS, the City of Madison can appoint two individuals to represent the City of Madison on the Board of Directors of the State Street Campus Condominium Owners Association, Inc.; and,

WHEREAS, the City of Madison desires to appoint the Deputy City Engineer - Facilities Services and Management and the Parking Division Director to these positions; and,

WHEREAS, Bryan Cooper and Stefanie Cox currently hold these positions; and,

WHEREAS, the City of Madison owns three condominium units within the Madison Public Market Condominium, generally located at 202 N. First Street; and,

WHEREAS, a fourth unit will be owned by Dane County; and,

WHEREAS, the owners of the four units collectively share in the responsibility for managing common elements and limited common elements within the condominium; and,

WHEREAS, the management of these common elements and limited common elements are governed by the Declaration of the Madison Public Market Condominium and Bylaws of the

Madison Public Market Condominium Owners Association, Inc. (attached); and,

WHEREAS the Madison Public Market Condominium Owners Association, Inc. was incorporated on June 20, 2025; and,

WHEREAS, the City of Madison can appoint three individuals to represent the City of Madison on the Board of Directors of the Madison Public Market Condominium Owners Association, Inc.; and,

WHEREAS, the City desires to appoint the Deputy City Engineer - Facilities Services and Management, Economic Development Division Director, and Office of Business Resources Manager to these positions; and,

WHEREAS, Bryan Cooper, Matthew Mikolajewski, and Saran Ouk currently hold these positions.

NOW THEREFORE BE IT RESOLVED that the Mayor and Common Council appoint the Deputy City Engineer - Facilities Services and Management and the Parking Division Director to represent the City of Madison on the Board of Directors of the State Street Campus Condominium Owners Association, Inc.; and,

BE IT FURTHER RESOLVED that the Mayor and Common Council appoint the Deputy City Engineer - Facilities Services and Management, Economic Development Division Director, and Office of Business Resources Manager to represent the City of Madison on the Board of Directors of the Madison Public Market Condominium Owners Association, Inc.; and,

BE IT FURTHER RESOLVED that the Mayor and Common Council acknowledge that the person holding each of these roles will change over time, and that appointment of a new staff person in one of these roles to one or both of these Boards of Directors shall be considered automatic, not requiring further Mayor and Common Council action; and,

BE IT FINALLY RESOLVED that the aforementioned City staff will be acting as City employees, and not as individuals, in carrying out the duties of these positions, and shall be supported by the City of Madison as is customary for other City work.

## **BYLAWS**

**of**

### **MADISON PUBLIC MARKET CONDOMINIUM OWNERS ASSOCIATION, INC.** (A Nonstock, Nonprofit Corporation)

The following Bylaws shall govern the operation of the Madison Public Market Condominium Owners Association, Inc. (“Association”).

#### **ARTICLE I. OFFICES**

1.1 Principal and Business Offices. The Association may have such principal and other business offices, within Dane County, State of Wisconsin, as the Board of Directors may designate or as the business of the Association may require from time to time.

1.2 Registered Office. The registered office of the Association required by the Wisconsin Statutes to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors or by the registered agent. The business office of the registered agent of the Association shall be identical to such registered office.

#### **ARTICLE II. PURPOSE**

2.1 Purpose. The purpose of the Association shall be to carry out the rights, duties and obligations required of the Association by these Bylaws or the Declaration of Condominium of Madison Public Market Condominium (the “Declaration”), which is recorded with the Dane County Register of Deeds as Document Number 6027965, as may be amended from time to time. All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them as set forth in the Declaration.

#### **ARTICLE III. MEMBERS**

3.1 Qualification. The members of the Association shall be all the “Owners” of the Units, as that term is defined in the Declaration. For purposes of these Bylaws, “Owner” shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract, the Owner shall mean the land contract purchaser.

3.2 Voting Rights. Each Unit shall be entitled to the number of votes specified in Section 8.04 of the Declaration. Where more than one person or an entity is an Owner of one Unit, the vote for the Unit shall be cast as agreed by the persons or entity who have an ownership interest in the Unit. If only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the owners of said Unit cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

If an entity is the Owner, the entity shall have the right to designate one individual to vote as a member of the Association, and such designated individual shall be recognized by the Association as the authorized representative of such Owner. With respect to a land contract purchaser of a Unit, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Office of the Dane County Register of Deeds.

3.3 Assessments: Payment of Same. General Assessments and/or Special Assessments, if any, shall be levied against the Owners in accordance with the Declaration and herein. General Assessments and/or Special Assessments shall be established and collected in the manner provided for in the Declaration. Any Owner who is delinquent in paying such assessments, which is defined as thirty (30) days from the date the Special Assessment notice, described below, was sent to an Owner, to the Association shall be subject to automatic suspension of voting rights, and further subject to liens, charges and/or other action as provided for under the Declaration or these Bylaws until such time as the delinquent General Assessments and/or Special Assessments are paid.

If a Special Assessment needs to be levied to each Owner, the Secretary of the Association shall send a written notice to each Owner detailing the amount assessed to each Unit based on its Percentage Interest, the date when payment of the amount is due, which is 30 days from the notice date, and the reason for the Special Assessment. As provided in Article XIII of the Declaration, if any payment for any Special Assessment is not received by the Association within thirty (30) days of the Special Assessment Notice, then a late payment penalty equal to the sum of One Hundred Dollars (\$100.00) plus the accumulated interest on the Special Assessment at a rate of twelve percent (12%) per annum (the "Default Rate") until paid in full may be imposed.

3.4 Suspension of Voting Rights - General. In addition to the provisions in Section 3.3, voting rights shall be automatically suspended in the event of a failure to make required payments under the Declaration. Furthermore, an Owner's voting rights may be suspended by the unanimous vote of the other Board of Directors or "Board" if such Owner is in violation of any term or condition of the Declaration or these Bylaws. The Board of Directors shall have the authority to establish additional policies and procedures relating to the suspension of voting rights and the reinstatement of suspended voting rights.

3.5 Transferability of Membership. Membership in the Association is appurtenant to each Unit and shall not be transferred separate from the ownership of any Unit.

3.6 Termination of Membership. A member's membership in the Association shall be terminated only upon the conveyance by a member of fee simple title or land contract vendee's interest in such member's Unit.

3.7 Annual Meeting of Members. The annual meeting of the members shall be held in the month of May, with the specific date, time and location selected by the Board of Directors. The annual meetings shall be for the purpose of electing director(s) and for the transaction of such other business as may come before the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws.

3.8 Special Meetings of Members. Special meetings of the members may be called by the President or the Board of Directors. In addition, special meetings may be called by members having at least twenty-five percent (25%) of the votes. A special meeting may only transact the business stated in the notice of such meeting.

3.9 Notice of Members' Meetings. Written notice stating the place, day and hour of the annual meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than seven (7) days prior to the time of the meeting. Email to the member shall be sufficient for purposes of providing written notice. If mailed, such notice shall be delivered at least eight (8) days prior to the meeting, unless a different time is provided in Chapter 181 of the Wisconsin Statutes, or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President, the Secretary, or other Officer, or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid. Notice may also be given by publishing a class 2 notice, under Chapter 985 of the Wisconsin Statutes, in any newspaper in general circulation in Madison, Wisconsin.

3.10 Quorum. Members holding at least two-thirds of the votes entitled to be cast, either present in person or represented by proxy, shall constitute a quorum at a meeting of members.

3.11 Manner of Acting. The act of at least two-thirds of the votes entitled to be cast by members, either present in person or represented by proxy, at a meeting at which a quorum is present shall be the act of the members unless a greater proportion is required by Chapter 181 of the Wisconsin Statutes, the Declaration or these Bylaws.

3.12 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the votes entitled to be cast by members, either present in person or represented by a proxy, shall call meetings of the members to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any member to act as Secretary of the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws.

3.13 Unanimous Consent Without Meeting. Any action required or permitted by the Declaration, these Bylaws, or any provision of law to be taken by the members at a meeting or by resolution may be taken without a meeting if a written consent setting forth the actions so taken shall be signed by all the members.

3.14 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before casting any vote. Each proxy shall be effective for eleven (11) months, shall be revocable and shall cease upon conveyance of the Unit by the member. Where more than one person is an Owner of one Unit, the proxy for such Unit must be signed by all Owners of the Unit. Where an entity is an Owner of one Unit, the proxy for such Unit must be signed by an authorized representative of the entity.

3.15 Adjournment of Meeting. Any meeting of members at which a quorum has or has not attended may be adjourned by vote of a majority of the authorized votes of the members who are present, either in person or by proxy, at the meeting.

#### **ARTICLE IV. BOARD OF DIRECTORS**

4.1 Number and Selection. The affairs of the Association shall be managed initially by a Board of Directors composed of three (3) directors selected by the Declarant. The initial Directors shall be:

Matthew Mikolajewski  
215 Martin Luther King, Jr. Blvd., Suite 300  
Madison, WI 53703

Saran Ouk  
215 Martin Luther King, Jr. Blvd., Suite 300  
Madison, WI 53703

Bryan Cooper  
215 Martin Luther King, Jr. Blvd., Suite 300  
Madison, WI 53703

4.2 Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers or one year after the adoption of these Bylaws, whichever is sooner. After that date, the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.7. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.3 Election of Directors. Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees from the Unit Owners by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot with all written ballots due before the deadline set by the secretary. Each Unit shall have one vote. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4 Tenure and Qualification. Each director shall hold office until his or her successor shall have been elected at an annual meeting, or until his or her prior death, resignation or removal. A director may be removed from office for cause by the majority vote of the Unit Owners. A director may resign at any time by filing his or her written resignation with the Secretary of the Association. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy.

4.5 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately after the annual meeting of members. Such meeting shall be for the purpose of electing officers and to conduct such other business as may come before the meeting.

4.6 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings without any notice other than such resolution.

4.7 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Vice President or any two directors. The President, Vice President or any two directors calling any special meeting of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors, and if no place is fixed, the place of meeting shall be the principal business office of the Association in Dane County, Wisconsin.

4.8 Notice and Waiver. Notice of annual and special meetings of the Board of Directors shall be given by written notice delivered personally or by email or first class mail to each director at his/her business address or at such other address as such director shall have designated in writing filed with the Secretary. Notice in the case of personal delivery or email shall be given not less than seven (7) days prior to the time of the meeting. If mailed, such notice shall be delivered at least eight (8) days prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice is required to be given to any director under the Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of such notice of such meeting, except where a director attends because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board of Directors.

4.9 Quorum. Except as otherwise provided by law, the Declaration or these Bylaws, the presence of at least two (2) of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

4.10 Manner of Acting. The act of two-thirds of the directors at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.11 Conduct of Meeting. The President and in the President's absence, any director chosen by the directors present shall call meetings of the Board of Directors to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary and the Board shall approve any previous minutes from another meeting. All votes shall be tallied by the Secretary of the Association or by a person appointed by the presiding Chairperson of the meeting. The minutes of the meeting shall reflect how each Unit Owner voted on any issues at the meeting.

4.12 Vacancies. Any vacancy occurring in the Board of Directors shall be filled in accordance with Section 4.3, at the next succeeding annual election of directors by the affirmative vote of a majority of the then directors in office.

4.13 Compensation. No director shall receive compensation for any services he or she renders to the Association as director.

4.14 Presumption of Assent. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.15 Unanimous Consent Without Meeting. Any action required or permitted by the Declaration or these Bylaws or any provision of law to be taken by the Board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all the Directors then in office.

4.16 Telephonic Meetings. Any action required or permitted by the Declaration or these Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken through the use of any means of communication by which (a) all participating directors may simultaneously hear each other during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating Director and each participating director is able to immediately send messages to all other participating Directors.

## **ARTICLE V. OFFICERS**

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer and such other officers as determined by the Board of Directors (together the "Officers"). Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the Board of Directors contemporaneously with the adoption of these Bylaws or as soon thereafter as practicable. The initial officers of the Association shall be Matthew Mikolajewski, President and Treasurer, Saran Ouk, Vice President and Bryan Cooper, Secretary. Successor officers shall be elected by a majority vote of the Board of Directors at each annual meeting of the Board of Directors. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board of Directors for the unexpired portion of the term.

5.5 President. The President shall preside at all meetings of the members of the Association and of the Board of Directors and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by resolution or majority vote of the Board of Directors. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, other significant documents and papers approved by the Board concerning the business of the Association.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two Officers of the Association or by one Officer and such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by one Officer of the Association or by such other person as may be designated by the Board of Directors.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board of Directors. The execution of any instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors in books provided for that purpose, and shall keep such other books and papers as the Board of Directors may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board of Directors and count all votes at any meeting. When required, the Secretary shall execute with the President, in the name and on behalf of the Association, all contracts and instruments which have been first approved by the Board of Directors as provided in Article VII. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board of Directors.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board of Directors, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control). The Treasurer shall also account for all receipts, disbursements and balance on hand and report regarding the same when and as requested by the President or Board of Directors. The Treasurer shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the President or the Board of Directors.

5.9 Assistants and Acting Officers. The Board of Directors shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to

perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board of Directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board of Directors.

5.10 Salaries. No salaries shall be paid to any of the officers of the Association.

## **ARTICLE VI. INDEMNIFICATION**

To the fullest extent allowed under the law, the Association shall indemnify its directors, officers, employees and agents and advance to such director, officer, employee or agent his or her expenses in defending any claim arising out of his or her actions as director, officer, employee or agent of the Association. The provisions set forth in Wisconsin Statute Sections 181.0855 through 181.0889, or any successor provisions thereto, are incorporated herein by this reference and any amendments to these sections which broaden the scope of the indemnification rights of the directors, officers, employees or agents shall become part of these Bylaws. The Association may procure insurance to cover all or any portion of its obligation under this Article VI, and be paid per Exhibit D of the Declaration.

## **ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS**

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other association, firm, corporation, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction, if (1) the fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (2) the fact of such relationship or interest is disclosed or known to the members, which authorize, approve or ratify such contract or transaction; or (3) the contract or transaction is fair and reasonable to the Association. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by the unanimous vote of the Board of Directors. Such authorization may be general or confined to specific instances.

7.3 Checks, Drafts, Etc. Except as provided in Section 5.5, all checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by the President and the Secretary.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Directors.

7.5 Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any members.

7.6 Budget. Pursuant to the Declaration, the Board of Directors may determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of the common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a unanimous vote of the Board of Directors on or before the last day of December each year.

7.7 Fiscal Year. The fiscal year of the Association shall be the annual period beginning January 1 and ending December 31, or such other fiscal years as the Board of Directors may, from time to time, designate.

#### **ARTICLE VIII. CORPORATE SEAL**

The Association shall not have a corporate seal.

#### **ARTICLE IX. COMPLIANCE AND DEFAULT**

9.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a member of any of the provisions of the Declaration or these Bylaws, the Association, by direction of its Board of Directors, may notify the member by written notice of said violation. Such notice shall be transmitted by certified mail, return receipt requested. If such violation shall continue for a period of seven (7) days from the receipt of such notice, the Association, through its Board of Directors, shall have the right to treat such violation as a material breach of the Declaration or these Bylaws and the Association may then, at its option, have the following remedies:

- (a) An action at law to recover for its damages on behalf of the Association or on behalf of other members;
- (b) An action in equity to enforce performance on the part of the member; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the member.

9.2 Costs and Attorney's Fees. In any proceeding arising from a violation or breach of the Declaration or these Bylaws by a member, the prevailing party shall be entitled to recover the actual costs of the proceeding, including reasonable attorney's fees.

9.3 No Waiver of Rights. The failure of the Association or of a member to enforce a right, provision, covenant or condition which may be granted by the Declaration or these Bylaws shall not constitute a waiver of the right of the Association or of a member to enforce such right, provision, covenant or condition in the future.

9.4 Election of Remedies. All rights, remedies and privileges granted to the Association or a member, pursuant to any terms, provisions, covenants or conditions of the Declaration or these Bylaws, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Declaration or these Bylaws, or at law or in equity.

## **ARTICLE X. ADDITIONAL RULES**

The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Association properties, the common areas and any facilities or services made available to the members. A copy of any such Rules and Regulations adopted from time to time as herein provided shall be furnished to each member.

In accordance with Article XVIII of the Declaration, the Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$25.00 per day per violation, nor more than \$100.00 per day per violation

## **ARTICLE XI. AMENDMENTS**

11.1 By Members. These Bylaws may be amended or repealed and new Bylaws may be adopted by the members by affirmative vote of not less than all of the Unit Owners present or represented at an annual or special meeting of the members at which a quorum is in attendance.

11.2 By Directors. These Bylaws may be amended or repealed and new Bylaws may be adopted by the Board of Directors by affirmative vote of all of the Directors. Notwithstanding the foregoing, no Bylaw adopted by the members shall be amended or repealed by the Board of Directors unless the Bylaws adopted by the members confers such authority on the Board.

## **ARTICLE XII. CONSTRUCTION**

In the event there is a conflict between any of the terms of these Bylaws and the Declaration, the Declaration shall prevail.

**ARTICLE XIII. DISPUTE RESOLUTION**

13.1 Disputes. Any dispute arising with respect to these Bylaws, its making or validity, its interpretation, any deadlock of the Board of Directors, or any breach of these Bylaws shall be settled by arbitration in Dane County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the rules of the American Arbitration Association in effect at that time. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. Prior to arbitration, the parties agree to participate in mediation in an attempt to resolve the dispute, with a mediator selected by the agreement of the parties or by the American Arbitration Association, if no such agreement can be reached.

13.2 Costs. In any proceeding with respect to any dispute identified under Section 13.1 above, the prevailing party in the proceeding shall be entitled to recover from the other party the prevailing party's costs of the proceeding and the reasonable attorney fees it incurred.

The foregoing was adopted as the Bylaws of the Madison Public Market Condominium Owners Association, Inc. by all of the initial directors of the Association on \_\_\_\_\_, 2025.

INITIAL DIRECTORS:

\_\_\_\_\_  
Name: Matthew Mikolajewski

\_\_\_\_\_  
Name: Saran Ouk

\_\_\_\_\_  
Name: Bryan Cooper

DECLARATION OF CONDOMINIUM  
OF  
MADISON PUBLIC MARKET CONDOMINIUM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
6027965  
05/16/2025 11:35 AM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 33

Recording Area

Name and Return Address

Matthew Robles  
City Attorney's office  
210 Martin Luther King Jr Blvd Room 401  
Madison, WI 53703

251/0710-063-1507-4

Parcel Identification Number (PIN)

CITY OF MADISON APPROVAL CERTIFICATE

There are no objections to this condominium declaration with respect to Chapter 703 Wis. Stats. and it is hereby approved for recording.

*Chris Welch*, FOR MATTHEW WACHTER  
Director of Planning and Community & Economic Development  
City of Madison

MAY 14, 2025  
Date

**DECLARATION OF CONDOMINIUM**

**OF**

**MADISON PUBLIC MARKET CONDOMINIUM**

**THIS DECLARATION of Madison Public Market Condominium (“Declaration”)** is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as amended from time to time (hereinafter referred to as the “Act”), on May 15, 2025 (“Effective Date”), by the City of Madison, Wisconsin, a municipal corporation (“Declarant”).

**ARTICLE I**

**DECLARATION AND STATEMENT OF PURPOSE**

The Declarant, as the sole owner of the Real Property described in Section 2.02 below, and all improvements now or hereafter located thereon and all easements, rights, and appurtenances thereto, declares said Real Property, together with said improvements, easements, rights and appurtenances thereto, collectively “Condominium,” subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II**

**LEGAL DESCRIPTION, NAME/ADDRESS,  
RESTRICTIONS AND DEFINITIONS**

2.01 Name/Address. The name of the Condominium is “Madison Public Market Condominium.” The principal address is 202 N. First Street, Madison, Wisconsin 53704. The individual address assigned to each Unit will be determined.

2.02 Legal Description. The real property subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto and made part hereof by reference (the “Real Property”).

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (a) General taxes not yet due and payable; and
- (b) Recorded utility easements and rights in favor of gas, electric, telephone and telecommunications, cable, fiber optic, water, sanitary and storm sewer; and

(c) All other governmental laws and regulations applicable to the Condominium, including but not limited to all municipal, zoning, building ordinances and conditional use permits issued thereunder; and

(d) All documents of record.

2.04 Definitions. Capitalized terms set forth herein shall have the meanings ascribed to them in this Declaration or the Act. Except as modified herein, the definitions contained in the Act shall govern the interpretation of this Declaration.

(a) “Articles of Incorporation” shall mean the documentation executed for the purpose of establishing the Association as defined below.

(b) “Association” shall mean the Madison Public Market Condominium Owners Association, Inc., a Wisconsin non-stock corporation.

(c) “Board” shall mean the Board of Directors of the Association.

(d) “Bylaws” shall mean the bylaws for the Association, which establishes the purpose for which the Association is organized and shall be operated.

(e) “Closing” shall mean the date the Declarant sells its right, title and interest in and to Unit 2.

(f) “Common Elements” shall mean all of the Condominium, except the Units, as further described in Article IV and the Plat.

(g) “Condominium Documents” shall collectively mean this Declaration, the Plat, the Bylaws, the Articles of Incorporation, and the Rules and Regulations.

(h) “General Assessment” shall mean the amount assessed by the Association to collect agreed upon funds to operate the Condominium per an approved budget by the Board.

(i) “Limited Common Elements” shall mean certain Common Elements reserved for the exclusive use of the Unit Owners of one or more, but not all, Units and include those items identified on the Plat as Limited Common Elements and as further described in Article V.

(j) “Market Building” shall mean the structure located on the Real Property as of the Effective Date which is being transformed into the Madison Public Market and consists of a single floor and mezzanine space identified on the Condominium Plat, a copy of which is attached as Exhibit B hereto and incorporated herein (the “Plat”).

(k) “Percentage Interest” shall mean an undivided ownership interest in all of the Common Elements expressed as a percentage identified for each Unit in Exhibit C attached hereto.

(l) “Rules and Regulations” shall mean those rules and regulations adopted and amended from time to time by the Board that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act or any of the Condominium Documents.

(m) “Service Elements” shall mean all utility, ventilation, heating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, ducts, cables, conduits, antennae, communication lines, utility lines, utility meters, junction boxes, fire prevention installations, security installations and service equipment.

(n) “Shared Limited Common Element Systems” means those systems that serve Units 1 and 2 of the Condominium, as further defined in Section 5.02.

(o) “Special Assessment” shall mean the amount assessed by the Association to cover unforeseen expenses, in accordance with the Bylaws.

(p) “Storage Buildings” shall mean those two existing buildings located on the Real Property as of the Effective Date which are used by the City for storage and are identified on the Plat as Unit 3.

(q) “Unit” means a part of the Condominium described in Article III and intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) some of which spaces may be non-contiguous, as more particularly described and depicted in the Plat. “Units” means Units 1, 2, 3 and 4 collectively.

(r) “Unit Owner” or references to an “Owner” of a particular Unit shall mean that individual entity or combination of individuals and/or entities, which holds legal title to a Unit. “Unit Owners” means the Owners of Units 1, 2 3 and 4 collectively.

### **ARTICLE III**

#### **DESCRIPTION AND DESIGNATION OF UNITS AND UNIT BOUNDARIES**

3.01 General Description and Identification of the Units of the Condominium. The Condominium consists of four (4) Units.

The Units shall be designated by the Unit numbers as depicted and set forth on the Plat and incorporated herein by reference. The boundaries of the Units are defined in this Article.

### 3.02 Definition of Unit 1.

(a) With respect to Unit 1, "Unit" shall mean that part of the Condominium as hereinafter described intended for independent use as shown on the Plat, generally consisting of the entire Market Building, except those areas specifically defined as being part of Unit 2 or the Common Elements, with the boundaries described in more detail below:

(1) Lower Boundary. The lower boundary of Unit 1 shall be the horizontal plane of the unfinished surface of the concrete floor on the ground floor of the Market Building, extended to an intersection with the perimetrical boundaries.

(2) Upper Boundary. The upper boundary of Unit 1 shall be the lower surface of the concrete ceiling on the mezzanine level of the Market Building, including all soffits, ceilings, chimneys and vents, extended to an intersection with the perimetrical boundaries.

(3) Perimetrical Boundaries. The perimetrical boundaries of Unit 1 shall be the exterior surfaces of the walls of the Market Building, including any stone, brick, block, metal, masonry, metal louvers and spandrel glass panels or other exterior surface, and in addition, such boundaries shall include the following vertical planes extending in each case to an intersection with the upper and lower boundaries of Unit 1, including more specifically: (i) for any sides of Unit 1 that abut any walls that are part of Unit 2 or the Common Elements or Limited Common Elements, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the outside surfaces of the walls; and (ii) for any sides of Unit 1 that do not have a wall separating the area, the perimetrical boundary shall be in accordance with the boundary lines set forth on the Plat.

(4) Structural Elements. All structural columns and beams and other structural elements that are part of or lie within the Market Building vertically and/or horizontally.

### 3.03 Definition of Unit 2.

(a) With respect to Unit 2, "Unit" shall mean that part of the Condominium as hereinafter described intended for independent use as shown on the Plat, generally consisting of that portion of the Market Building identified as Unit 2 on the Plat, with the boundaries described in more detail below:

(1) Lower Boundary. The lower boundary of Unit 2 shall be the horizontal plane of the unfinished surface of the concrete floor on the ground floor of the Market Building, extended to an intersection with the perimetrical boundaries.

(2) Upper Boundary. The upper boundary of Unit 2 shall be the lower surface of the ceiling of the Market Building, including all soffits, ceilings, chimneys and vents, extended to an intersection with the perimetrical boundaries.

(3) Perimetrical Boundaries. The perimetrical boundaries of Unit 2 shall be the following vertical planes extending in each case to an intersection with the upper and lower boundaries of Unit 2, including more specifically: (i) for any sides of Unit 2 that abut any walls that are part of Unit 1 or the Common Elements or Limited Common Elements, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the outside surfaces of the walls; and (ii) for any sides of Unit 2 that do not have a wall separating the area, the perimetrical boundary shall be in accordance with the boundary lines set forth on the Plat.

### 3.04 Definition of Unit 3.

(a) With respect to Unit 3, "Unit" shall mean the Storage Buildings identified as Unit 3 on the Plat with the boundaries described in more detail below:

(1) The whole of the Storage Building structures and one or more interior contiguous or non-contiguous cubicles of air, including the perpetual right of ingress and egress thereto. The Unit shall include and be bounded by the base of the footings/foundations/basement to a point fifty (50) feet above the upper plane of the roof, from the exterior walls inward, including all soffits, walls, windows, doors, ceilings and floors, chimneys and vents. The perimetrical boundaries of Unit 3 are as shown and dimensioned on the Plat.

(2) Any and all appliances and other fixtures contained in the Unit.

(3) All amenities attached to the Unit or subsequently attached thereto by the Unit owner or at his, her or its direction together with any improvements or alterations thereto, although said items may be outside the defined exterior structure and cubicles of air, and shall include but are not limited to the following:

(i) All doors, windows and glass, if any, their casements, and all of their openings, closings, and locking mechanisms and hardware;

(ii) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them and all floor, wall, baseboards or ceiling electrical outlets and switches and junction boxes serving them; and all internal wiring between the foregoing and the main fuse or breaker box;

(iii) All cable including but not limited to telephone, fax, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it;

(iv) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the water mains, sewage lines and natural gas exterior connections (prior to any utility meter) at the lowest level of the Unit including, but not limited to, all utility meters, water heaters, water softeners, and water filters;

(v) Any free standing HVAC system to serve the Unit, even if located outside of the structure of a Unit; and

(vi) Any attached building or free standing building signage solely related to the Unit.

### 3.05 Definition of Unit 4.

(a) With respect to Unit 4, "Unit" shall mean the fueling station area identified as Unit 4 on the Plat, which shall include and be bounded by the base of the asphalt pavement to a point one hundred (100) feet above such surface and the perimetrical boundaries as shown and dimensioned on the Plat.

3.06 Components Included in a Unit. The following components, to the extent they serve only that particular Unit and exist within the above described spaces or are attached thereto, are included in the Unit:

(a) Any entrance doors or garage doors exclusively serving a Unit and any interior doors within the Unit, and all hardware and locking mechanisms associated with said doors;

(b) All interior and exterior windows, glass and window frames located within or serving such Unit, if any, their casements, and all of their openings, closings, and locking mechanisms and hardware;

(c) All floor, wall, baseboards and/or ceiling electrical outlets, light fixtures, security cameras, and switches and junction boxes serving them;

(d) All internal wiring between the foregoing and the main fuse or breaker box, including the wiring to the Unit's electric meter;

(e) All cable and fiber including but not limited to telephone, fax, security, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving it;

(f) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the fixtures and the water mains, sewage lines and natural gas exterior connections (prior to any utility meter) at the lowest level of the Unit including, but not limited to, all utility meters, water heaters, water softeners, and water filters serving the Unit;

(g) The separate air heating, air conditioning and ventilation systems, which serve a Unit, even if located outside of the structure of a Unit.

(h) Any signage solely related to the Unit or a specific business or businesses within the Unit.

(i) The Unit's water and electrical meters.

(j) Service Elements that serve only that Unit, even if located outside the boundaries of such Unit.

3.07 Components Excluded from a Unit. Specifically not included as part of a Unit, even if located within the defined space of a Unit, are the Shared Limited Common Element Systems, and Service Elements that serve another Unit, even if all or part of such system encroaches into a Unit.

3.08 Identification. Units shall be identified by the Unit numbers as specified on the Plat of the Condominium, which shall be recorded contemporaneously with this Declaration, and incorporated herein by reference. Every deed, lease, mortgage or other instrument may legally describe a Unit by a Unit number, and such description shall be good and sufficient for all purposes as defined in the Act.

## ARTICLE IV

### COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units, and shall specifically include the following:

(a) the Real Property in Section 2.02; and

(b) the parking areas and drive aisles on the Real Property.

4.02 Use of Common Elements. Except as otherwise provided herein, including but not limited to the provisions dealing with Limited Common Elements, and subject to the Bylaws of the Association, as hereinafter defined, and further subject to any Rules and Regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to Owners of all Units.

4.03 Ownership of Common Elements and Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the "Percentage Interest." Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided Percentage Interest in the Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit Owner's Percentage Interest in the Common Elements shall be void unless the Unit to which it is attached is also transferred.

4.04 Sidewalk for Public Use. The sidewalk running along the North side of the Condominium adjacent to N. First Street is a public sidewalk and shall be available for the use and enjoyment of the public.

## ARTICLE V

### LIMITED COMMON ELEMENTS

5.01 Definition. “Limited Common Elements” shall mean those Common Elements identified in this Declaration and on the Plat as reserved for the exclusive use of one or more but less than all of the Owners of Units.

5.02 Description of Limited Common Elements.

With respect to Units 1 and 2, the Limited Common Elements that are exclusively shared between said Units shall mean: (a) the Shared Limited Common Element Systems, including the components, listed below, which serve all Units. This definition also includes any other Service Elements not listed below that support or are connected to the Shared Common Element Systems. All costs arising from the Shared Limited Common Element Systems shall be shared between Units 1 and 2 at the percentages set forth in Section 20.01 below.

(1) The fire sprinkler and alarm systems.

(2) The Market Building systems, including any backup generator and emergency electric equipment and infrastructure including not limited to: air handling, piping, generator, transformers, distribution panels, and ATS controls.

(3) All heating, air conditioning, ventilation and service equipment, and all mechanical, electrical and plumbing equipment, to the extent they serve both Units.

(4) All utility lines in the right of way (excluding any optic fiber or other lines exclusively being used by Unit 1), prior to being connected to any meter or connection box shall be a Common Element.

(b) the loading dock area; and

(c) the bicycle parking area and patio areas shown on the Plat.

5.03 Use of Limited Common Elements. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit Owner shall have the perpetual unrestricted right of ingress and egress from said Owner’s Unit over said Limited Common Elements.

## ARTICLE VI

### USES

6.01 Permitted Uses. The Units, Limited Common Elements and Common Elements of the Condominium shall be used for those purposes only as permitted in the City of Madison zoning code and any conditional use permits issued thereunder, any other applicable governmental ordinances, rules or regulations. Any change in the use of a Unit, Limited Common Element or Common Element that requires the City of Madison's zoning approval shall also require the prior approval of the Board of Directors of the Association, which shall not be unreasonably withheld.

Furthermore, the use of the Units, Limited Common Elements and Common Elements shall comply with any restrictions contained in the Condominium Documents, and obligations set by mortgagees whether now or in the future. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity which would increase the insurance rates on the Condominium.

6.02 Leasing. Leasing of the Units to the Madison Public Market Foundation, Inc. (the "Foundation") shall be allowed without further authorization or consent needed from the Unit Owners, however, the Foundation shall be required to comply with this Declaration and any Rules and Regulations adopted by the Association, and shall require its subtenants, licensees and assigns to do the same.

6.03 Sign Restriction. Except for Condominium identification signs, traffic control signs, smoking or firearm signs, maintenance building identification signs and building address signs, no signs, advertisement, notice, or other lettering shall be exhibited on any exterior portion of any Unit or on any other exterior portion of the Condominium (including but not limited to the Market Building), except as required by law or as approved by the governing municipality or the Board of Directors of the Association.

6.04 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced by the Remedies set forth in Article XVIII hereof. Any and all attorneys' fees and other expenses incurred by the Board of Directors of the Association in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit as herein further provided.

## ARTICLE VII

### UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, corporation or other legal entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract, Unit owner shall mean the land contract purchaser.

## ARTICLE VIII

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.01 Definition. "Association" shall mean the Madison Public Market Condominium Owners Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to Chapter 181, Wis. Stats.

8.02 Board of Directors. The affairs of the Association shall be governed by a Board of Directors as more particularly set forth in the Articles of Incorporation and Bylaws of the Association. The Unit Owners shall appoint the Board of Directors as set forth in and required by the Bylaws.

8.03 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to its Condominium Documents. If title to a Unit is held by more than one person, each of such persons shall be a member. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as further security for a loan secured by a lien on a Unit.

Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds

8.04 Voting Rights. Each Unit shall be entitled to the number of votes equal to its Percentage Interest (i.e., if Unit 1's Percentage Interest is 50%, then Unit 1 has 50 votes); however, all of the votes from one Unit must be cast as a whole

The votes for each Unit shall be cast as agreed by the person(s) who have an ownership interest in such Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented.

8.05 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation and Bylaws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Unit Owners as set forth herein.

## ARTICLE IX

### **ALTERATIONS, IMPROVEMENTS, AND REPAIRS AND MAINTENANCE TO UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

9.01 Units. Each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the decoration, furnishing, housekeeping, general cleanliness, maintenance, repair, and replacement of the Unit and all improvements constructed within the Unit. Each Unit shall at all times be kept in good condition and repair.

If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the another Unit or the Common Elements (including the Limited Common Elements), the Association, by its Board, after fifteen (15) days' prior written notice to the Unit Owner of such Unit, or, in the event of an emergency, any other Unit Owner immediately, shall have the right to correct such condition or to restore the Unit or portion of a Unit or the damage to the Common Elements or Limited Common Elements to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit (excluding any tenant premises) for the purpose of doing so only in the case of an emergency, and the Unit Owner of such Unit shall promptly reimburse the Association or any curing Unit Owner for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore to the curing Unit Owner or Association, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.02 Limited Common Elements. Each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the decoration, furnishing, housekeeping, general cleanliness, maintenance, repair, and replacement of the Limited Common Elements and all improvements constructed within the Limited Common Elements, which use is reserved to the Unit.

If the Unit Owner fails to keep the general appearance and cleanliness of a Limited Common Element or perform the maintenance, repair and replacement of improvements therein, or the Limited Common Element falls into disrepair so as to create a dangerous, unsafe condition, or a condition that results in damage to the another Unit or a Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.03 Shared Maintenance and Cost Allocations. The Unit 1 Owner shall be responsible for the use, testing, maintenance, repair, and replacement of the Common Elements, Limited Common Elements and Shared Limited Common Elements Systems.

The Association shall enter into contracts for the Shared Common Element Systems. In order to simplify matters, any Association contract may specify therein the amount due by each Unit Owner, consistent with the allocation set forth in Exhibit D for such item, and in such case, the Unit Owners specified shall directly pay the contractor their portion of the contract amount within the time frame specified in the Association contract. In the event a Unit Owner has not paid its share of the contract amount within the contract time listed in the Association contract, then the other Unit Owner(s) may pay it in order to avoid default, and bill the Unit Owner who has not paid their share of the contract amount plus consideration equal to twenty percent of the amount due/paid by the curing Unit Owner. This total amount shall be due within 15 days of notice of payment by the curing Unit Owner. If the amount is not paid within the 15 day time period then interest shall accrue on the balance in the amount of twelve percent (12%) per month.

9.04 Damage Caused by Unit Owners. Notwithstanding the provisions of Sections 1, 2 and 3 of this Article IX, to the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner (including such a Unit Owner's tenants, agents, employees, contractors, customers or invitees); or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association), or (iii) the Association is required to restore the Common Elements, Limited Common Elements or the Unit following any alteration of a Common Element or Limited Common Element, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall reimburse the Unit Owner or Association, as applicable.

9.05 Entry by Association. Provided that forty-eight (48) hours' prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element or both, at reasonable times and under reasonable conditions, when, in the opinion of said authorized officials or agents, entry is necessary in connection with any maintenance, construction or repair of Common Elements and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner and its tenants as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be paid by the defaulting Unit Owner. Notwithstanding the foregoing, in the event of an emergency, the forty-eight (48) hour prior notice requirement shall not apply, although prior notice to any affected Unit Owners (and any tenant, if applicable) shall be attempted. Notwithstanding the foregoing, this section does not allow any officials or agents of the Association to enter into any residential premises or commercial premises, and in the event access is needed into such premises, the officials or agents shall contact the applicable Unit Owner(s).

#### 9.06 General Requirements.

(a) All work done in connection with any alteration to a Unit, the Limited Common Elements, or the Common Elements shall be completed in a good and workmanlike manner in accordance with all applicable statutes, codes and ordinances, and free from all liens. Except for maintenance and minor repair work by a Unit Owner to its Limited Common Elements and/or its mechanical systems within the Common Elements, any material work done by or on behalf of a Unit Owner to the exterior of the Market Building or in the Common Elements shall require the prior written approval of the Board, which approval shall not be unreasonably withheld, conditioned or delayed. The Board may require evidence that the Unit Owner has obtained all required permits from the City before commencing the work.

Any Unit Owner who makes any alterations to its Unit, the Limited Common Elements, or the Common Elements shall: (a) be responsible for claims of third parties for personal injury or property damage from work performed in connection with any alterations, improvements, repairs or maintenance; (b) provide the other Unit Owners with reasonable notice of the work to be performed, together with estimates of the time necessary to accomplish such work; (c) use reasonable efforts to minimize disruption of the use of the Condominium, and (d) repair and restore all parts of the Condominium affected by the work, whether or not included in the Unit, Limited Common Element or Common Element being altered, improved, repaired or maintained, including, but not limited to installing finishes to exterior walls and both sides of interior walls comparable to the finishes on any adjoining walls and installing doors, doorways and other ingress and egress points required by the City and Building Codes, for those Units affected by the work done by or on behalf of a Unit Owner. A Unit Owner shall do no act, nor any work that will impair the structural integrity of the Market Building.

(b) Except as expressly required by Section 9.06(c) below, if the proposed improvements or alterations are not reasonably expected to impact, whether to the benefit or detriment, any other Unit Owner in any way, then a Unit Owner may make such improvements or alterations to its Unit or its Limited Common Elements without obtaining the written consent of the other Unit Owner. However, if the proposed improvements or alterations are reasonably expected to have an impact, whether to the benefit or detriment, on the other Unit Owners, then a Unit Owner may make improvements and alterations to its Unit or its Limited Common Elements only after obtaining the prior written consent of the Board.

(c) Notwithstanding anything to the contrary, a Unit Owner may not change the exterior dimensions or exterior appearance of a Unit (including any portion of the Limited Common Elements), or make improvements or alterations to the Unit beyond the footprint for that Unit as shown on the Plat, or impair any easement, without the prior written consent of the Board. To the extent required by law, any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum.

## ARTICLE X

### INSURANCE AND INDEMNIFICATION

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and special form insurance coverage on an all risk basis that includes coverage for the Common Elements and any Shared Common Element Systems, interior improvements and fixtures located therein (collectively the “Insured Property”) on a replacement cost basis, for an amount not less than the full replacement value of the Insured Property owned by the Association. The Association shall provide the Unit Owners with a certificate of insurance evidencing the coverage required in this Article and provide a waiver of subrogation to the Unit Owners.

The insurance maintained by the Association shall be written on the Condominium’s Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and will list each Unit Owner as an additional insured. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Section 10.06

10.02 Commercial General Liability Insurance – Association. The Association shall obtain and maintain a commercial general liability insurance policy insuring the Association against any liability arising out of the maintenance, repair, ownership, or use of Common Elements. Liability coverage shall be for at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate or such higher limit as may be determined by the Association from time to time. The Association shall provide the Unit Owners with a certificate of insurance evidencing the coverage required in this Article, and shall name the Unit Owners as additional insureds on such coverage.

The cost and expense for the insurance described in Articles 10.01 and 10.02, and the amount to be paid for any deductible payable in conjunction with any claim for the repair or reconstruction of the Insured Property, shall be paid by the Unit 1 Owner.

In addition, the Association shall maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least One Million Dollars (\$1,000,000), or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

10.03 Commercial General Liability Insurance – Unit Owners. The Unit Owners shall obtain and maintain a commercial general liability insurance policy insuring Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of its Unit. The amount of liability coverage shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence and

in the aggregate or such higher limit as may be determined by the Association from time to time. Each Unit Owner shall provide the other with a certificate of insurance evidencing the coverage required in this Article.

10.04 Unit Owners' Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form extended insurance coverage on an all risk basis for the full replacement cost of the Unit Owner's Unit, including, but not limited to, any interior improvements and fixtures owned by the Unit Owner. Each Unit Owner shall provide the Association with a proof of such insurance. Subject to the approval of their respective insurers, the Owner of Unit 2 shall provide a waiver of subrogation to the Owner of Unit 1. Disapproval of the waiver of subrogation shall be documented and explained by the insurer, and provided to the City.

If the Unit Owner fails to obtain and maintain such insurance, the Association may as trustee for the Unit Owner obtain such insurance and the Unit Owner shall reimburse the Association within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

In addition, each Unit Owner is strongly encouraged to obtain other various types of insurance they deem necessary. Each Unit Owner is encouraged to submit copies of the disclosure materials to their respective insurance carriers in order to ensure adequate property and liability coverage on their personal property, Units, and their improvements to such Units.

10.05 Insurer Requirements. All insurance hereunder shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin.

The insurance acquired by all hereunder shall respectively provide that any insurance acquired hereunder cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without at least thirty (30) days prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time.

10.06 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be used by the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

10.07 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of Closing.

10.08 Indemnification by Association. The Association shall be liable to and hereby agrees to indemnify, save harmless and defend the Unit Owners, their officers, officials, agents and employees against all loss or expense (including liability costs and reasonable attorney's fees) from any and all claims, demands, liabilities and causes of action of whatever kind or nature related to the Common Elements, to the extent occasioned in whole or in part by any act

or omission of the Association or its officers, members agents, contractors, subcontractors, invitees or employees, which may now or hereafter be made against them, except for acts or omissions resulting from misconduct or willful negligence of the Unit owners. The provisions of this paragraph shall survive termination of this Agreement.

10.09 Indemnification Between Unit Owners. Each Unit Owner shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors or omissions, including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities to the extent such losses, claims and liabilities are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.

## ARTICLE XI

### **RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION**

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, except for acts or omissions resulting from misconduct or willful negligence of a Unit Owners, the damaged Common Elements shall be repaired or reconstructed by the Unit Owner or Association, as appropriate, controlling such area in accordance with Article VIII. The issue of whether to repair or reconstruct shall be either (1) agreed to by the Unit Owners, or (2) put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes are cast in favor of such repair or reconstruction.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) the Board of Directors of the Association unanimously authorizes the variance in the case of reconstruction of or repair to the Common Elements and (2) a two-thirds majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications contained in the Plat or this Declaration, an addendum to Plat or amendment to Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. Subject to the provisions of this Declaration, in all cases after a casualty has occurred to the Common Elements, the Unit Owners shall work cooperatively to determine who has the responsibility of reconstruction and repair, and such Owner shall immediately obtain reliable and detailed estimates of the cost to rebuild or repair. In the event of an emergency, the Association may take reasonable measures to reconstruct or repair a deficiency and be reimbursed by the appropriate Unit Owner.

11.04 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to cover the costs of reconstruction and repair of the Common Elements, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be shared per their Percentage Interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

11.05 Surplus in Construction Funds. All Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as Construction Funds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners per their Percentage Interest in the Common Elements.

11.06 Damage or Destruction of Unit. Following any damage or destruction to any Unit or improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible, but in any case not later than one (1) year after the damage or destruction.

## ARTICLE XII

### EMINENT DOMAIN/CONDEMNATION

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein in accordance with their Percentage Interest multiplied by the award.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interest in the Common Elements.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed. Any surplus after the restoration or reconstruction of the Common Elements shall be allocated to all Unit Owners per their Percentage Interest.

12.03 Plans and Specifications for Common Elements. Any restoration or reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the Board of Directors of the Association and a two-thirds majority of the first Mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Plat or this Declaration, an addendum to the

Plat or an amendment to the Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his, her or its Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of restoration or reconstruction by the Association, Special Assessments shall be levied per a Unit's Percentage Interest against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

12.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of restoration or reconstruction shall be from the award for condemnation. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

### **ARTICLE XIII**

#### **SPECIAL ASSESSMENTS**

13.01 Special Assessment. The Association may, whenever necessary or appropriate, levy special assessments (the Special Assessments) against the Unit Owners, or any of them, for deficiencies in the case of the repair and maintenance of Common Elements or Unit or Limited Common Element repair or maintenance as required of the Unit Owner or destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration; or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium, provided that such assessments may only be made to the extent such cost is, at least in part, the type of cost that said Unit Owner is responsible for paying under this Declaration. Special Assessments shall be paid at such time and in such manner as described herein or as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

13.02 Certificate of Status. The Association shall, upon the written request of a Unit Owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.03 Enforcement. Any Special Assessments, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, shall constitute a lien on the Units against which they are

assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.04 Suspension of Voting Rights. If any Special Assessment is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.05 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be filed in the office of the Dane County Clerk of Circuit Court by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she or it shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.06 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which became due prior to the acquisition of title.

#### **ARTICLE XIV**

#### **POWERS OF DECLARANT**

14.01 Waiver of Declarant Control. The Declarant waives any and all rights of Declarant control under Chapter 703 of the Wisconsin Statutes.

#### **ARTICLE XV**

#### **RIGHT TO EXPAND**

This Condominium is not subject to any right to expand.

## ARTICLE XVI

### AMENDMENTS

Except as otherwise provided herein, this Declaration or any of the other Condominium Documents may only be amended by the unanimous written consent of the votes of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying Mortgagee and, further provided, that no such amendment may substantially impair the security of any non-consenting Unit Mortgagee.

No amendment to this Declaration or any of the other Condominium Documents shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purpose of clarification and correction of errors and omissions.

## ARTICLE XVII

### NOTICES

17.01 Notices to Resident Agent. The person to receive service of process for the Association shall be the City Attorney for the City of Madison, 210 Martin Luther King, Jr. Blvd., Room 401, Madison, Wisconsin 53703, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, signed by the person sending the same, and shall be personally delivered, or sent by certified mail, return receipt requested and postage prepaid, to the address of the parties specified below, or sent by electronic mail to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this Declaration. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices.

For purposes of this Declaration, all time periods with respect to notice shall commence on the date that personal delivery is made, electronic notice is sent, or the date upon which the certified mail notice is mailed plus three days to the Unit Owner.

17.03 Notices to Mortgagees/Land Contract Vendor. Any first mortgagee (including the holder, insurer or guarantor thereof) or land contract vendor of a Unit, upon written request to the secretary of the Association stating the name and address of the requesting entity and the name of the Unit Owner, Unit number and Unit address on which the entity holds its interest, shall be

entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of a Unit secured by said mortgage or land contract of any obligation under the Condominium Documents, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association, and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notice shall be sent as stated above.

## ARTICLE XVIII

### REMEDIES

The Association or any Unit Owner shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple Owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Madison or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article XIII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the Owners of the Units damaged by the violation allocated pro rata per their Percentage Interest.

Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit

Owner who is in violation beyond any applicable cure period of this Declaration, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws.

## **ARTICLE XIX**

### **EASEMENTS**

A blanket easement is hereby reserved over, through and underneath the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, heating and cooling components, electrical wires, telephone, cable and/or internet wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto.

A perpetual easement is given by Unit 1 to Unit 2 across, under, on and through such portions of Unit 1 to the extent necessary for Unit 2 to have pedestrian access to its areas located within Unit 2 or identified as Limited Common Elements appurtenant to Units 1 and 2 in the Condominium Documents.

A perpetual easement is given by Unit 1 to Unit 2 and by Unit 2 to Unit 1, across, under, on and through the entrances and exits to the Market Building and any areas identified on the Plat as "Easement Areas," including but not limited to the mechanical room, walk-in freezer, restrooms, vendor/janitor rooms, mail room, corridors, elevators, stairs, receiving area, mechanical platforms, storage and dataroom, utility room, and loading dock, for pedestrian access and use by the other Unit Owner and its tenants, sub-tenants, agents, representatives and invitees.

## **ARTICLE XX**

### **GENERAL**

20.01 Utilities and other Building Expenses. Each Unit Owner shall pay for its telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are to be separately metered and billed to each user by the respective utility company. In the event of expenses incurred for the operation or maintenance of the Market Building, Units 1 and 2 shall share those expenses in the following proportion, based on the percentage of square feet in their respective Unit compared with the total square footage in the Market Building: Unit 1: 77.9% and Unit 2: 22.1%.

20.02 Encroachments. If any portion of a Unit, Limited Common Elements or Common Elements as shown on the Plat, encroaches upon another, a limited easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such

encroachments and their maintenance shall exist. The Association may record an amended Plat showing such as-built Units, Limited Common Elements or Common Elements. Encroachments not so shown shall require agreement of the impacted Unit Owner.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, Bylaws, or any Rules and Regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations.

20.06 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

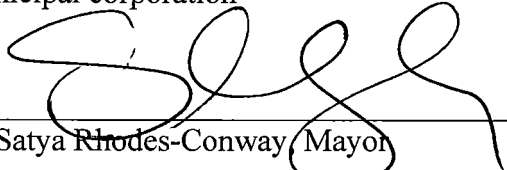
20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.


20.08 Homestead. The Condominium, or any portion thereof, shall not be deemed to be homestead property of the Declarant.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, this Declaration has been executed this 15<sup>th</sup> day of May, 2025.

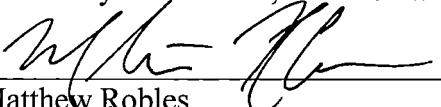
**City of Madison (“Declarant”)**  
a municipal corporation

By:   
Satya Rhodes-Conway, Mayor

By:   
Michael Haas, Acting City Clerk

**AUTHENTICATION**

Signatures of Satya Rhodes-Conway and Maribeth Witzel-Behl, Mayor and Clerk, respectively, of the City of Madison, authenticated this 10<sup>th</sup> day of April, 2025.

  
Matthew Robles  
TITLE: Member State Bar of Wisconsin

Drafted by:  
Jenifer Kraemer  
von Briesen & Roper, s.c.

## EXHIBIT A

### LEGAL DESCRIPTION

Part of Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 310, Madison Square Riley Plat and other lands, all in the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 7 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at the Southwest corner of said Section 6; thence North 00°47'18" East, 385.64 feet along the west line of said Southwest 1/4 section; thence South 89°12'42" East, 637.93 feet to the easterly line of former Union Pacific Railroad and to the point of beginning; thence northwesterly 299.77 feet along said easterly line, being the arc of an 882.74 foot radius curve to the right whose chord bears North 36°18'51" West, 298.33 feet; continuing northwesterly along said easterly line 114.35 feet, being the arc of a 1359.65 foot radius curve to the right whose chord bears North 24°11'35" West, 114.32 feet; thence North 23°55'49" West, 109.66 feet along said easterly line; thence North 7°12'40" West, 59.46 feet along said easterly line to the southerly line of East Johnson Street; thence North 53°03'54" East, 61.57 feet along said southerly line; thence North 50°02'15" East, 63.85 feet along said southerly line; thence North 47°24'53" East, 62.39 feet along said southerly line; thence North 75°16'34" East, 67.46 feet along said southerly line to the westerly line of North First Street; thence South 49°27'52" East, 126.70 feet along said westerly line; thence South 45°39'01" East, 153.16 feet along said westerly line; thence South 49°48'40" East, 39.93 feet along said westerly line; thence South 44°11'31" West, 218.71 feet; thence South 45°38'27" East, 175.00 feet to the northerly line of Certified Survey Map No. 15839, recorded in Volume 115 of CSMs on Page 290; thence South 44°11'31" West, 204.91 feet along said northerly line to the point of beginning.

Said description contains 155,530 square feet or 3.57 acres more or less.

**EXHIBIT B**

**CONDOMINIUM PLAT**

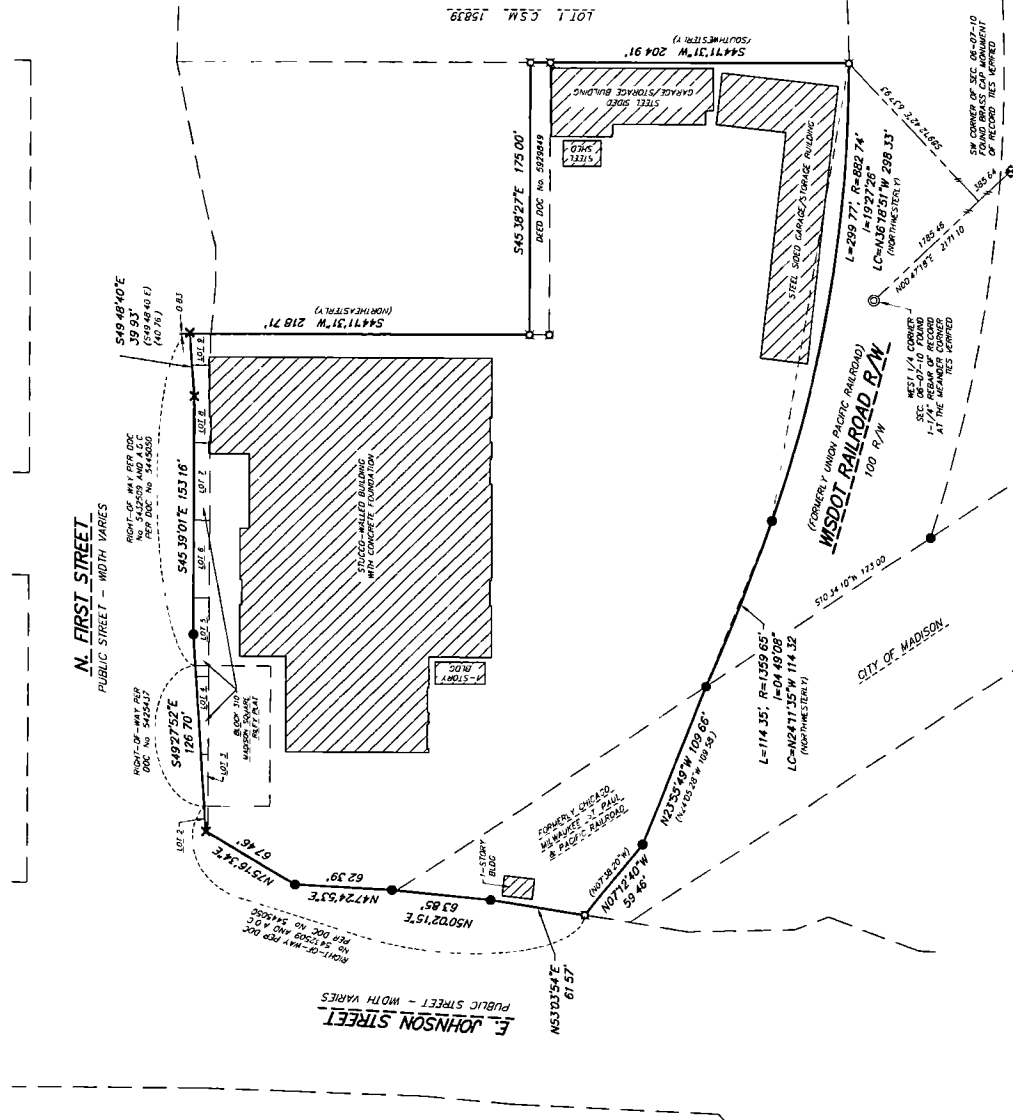
NOTE: PLEASE BE ADVISED THAT THE DOCUMENT GRANTOR(S) HEREBY DIRECT VIEWERS TO IGNORE THE PRINTED TEXT MATERIAL ON THIS MAP. ONLY THE SPATIAL RELATIONSHIPS OF THE ILLUSTRATIONS ON THE MAP ARE BEING PRESENTED FOR YOUR INFORMATION.

Date: May 14, 2025

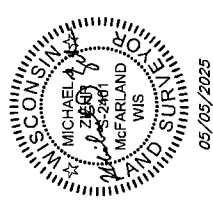
 \_\_\_\_\_

# MADISON PUBLIC MARKET CONDOMINIUM, A CONDOMINIUM PLAT

PART OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 310, MADISON SQUARE RILEY PLAT AND OTHER LANDS, ALL IN THE SW 1/4 OF THE SW 1/4 OF SECTION 06, T07N, R10E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



- General Condominium Notes.**
- 1) Units and Limited Common Elements are depicted on Sheets J & K.
  - 2) See condominium declaration for additional information regarding Common Elements and Limited Common Elements.
  - 3) This survey is subject to any and all easements both recorded and unrecorded.
  - 4) The unit dimensions and unit areas shown on this condominium are approximate and do not supersede unit boundaries as set forth in the condominium declaration.
  - 5) Floor Plans shown herein are provided by others.
  - 6) The portion of Farwell's Replat and Addition underlying lands within this Declaration No. 1080499.
  - 7) Right-of-Way of N. First Street and E. Johnson Street per Transportation Project Declaration No. 5392054 and 5392055.



BOUNDARY AND SITE DETAILS



BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM-DANE COUNTY. THE SW 1/4 OF SEC. 06, T07N, R10E, S4858870 AS BEARING N00.47187°E.

SCALE: ONE INCH = SIXTY FEET

**CERTIFICATE OF REGISTER OF DEEDS**  
 Received for recording this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M and recorded in Volume \_\_\_\_\_ of Condominium Plats on Pages \_\_\_\_\_ of Document Number \_\_\_\_\_  
 KRIST CHLEBANSKI,  
 Dane County Register of Deeds

**SURVEY LEGEND**  
 X FOUND CHISELED CROSS  
 • FOUND 3/4" x 18" IRON ROD  
 □ SET 3/4" x 18" IRON RE-ROD, MIN WT 1.50 LBS PER LINEAL FOOT  
 ( ) INDICATES RECORDED AS

**PREPARED FOR:**  
 City of Madison  
 City Engineering  
 County, Blg  
 210 Marina Luther King Jr Blvd  
 Madison, WI 53703

**PREPARED BY:**  
 Michael J. Zehr Associates, Inc  
 By Michael J. Zehr  
 Suite 201 W 53717  
 (608) 821-3862  
 mz@mczr.com

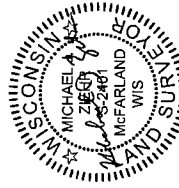
**Drafted by:** MZE  
**Checked by:** MZE  
 Date: 05/05/2025  
 Sheet 1 of 5

**CITY OF MADISON APPROVAL CERTIFICATE**  
 There are no objections to this condominium instrument with respect to Section 703 MS Stats and it is hereby approved for recording  
 Date: May 14 2025  
 [Signature] E. J. MATE WACHTEL  
 Director of Planning and Community & Economic Development, City of Madison





**MADISON PUBLIC MARKET CONDOMINIUM, A CONDOMINIUM PLAT**  
 PART OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 310, MADISON SQUARE RILEY PLAT AND OTHER LANDS, ALL IN  
 THE SW 1/4 OF THE SW 1/4 OF SECTION 06, T07N, R10E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



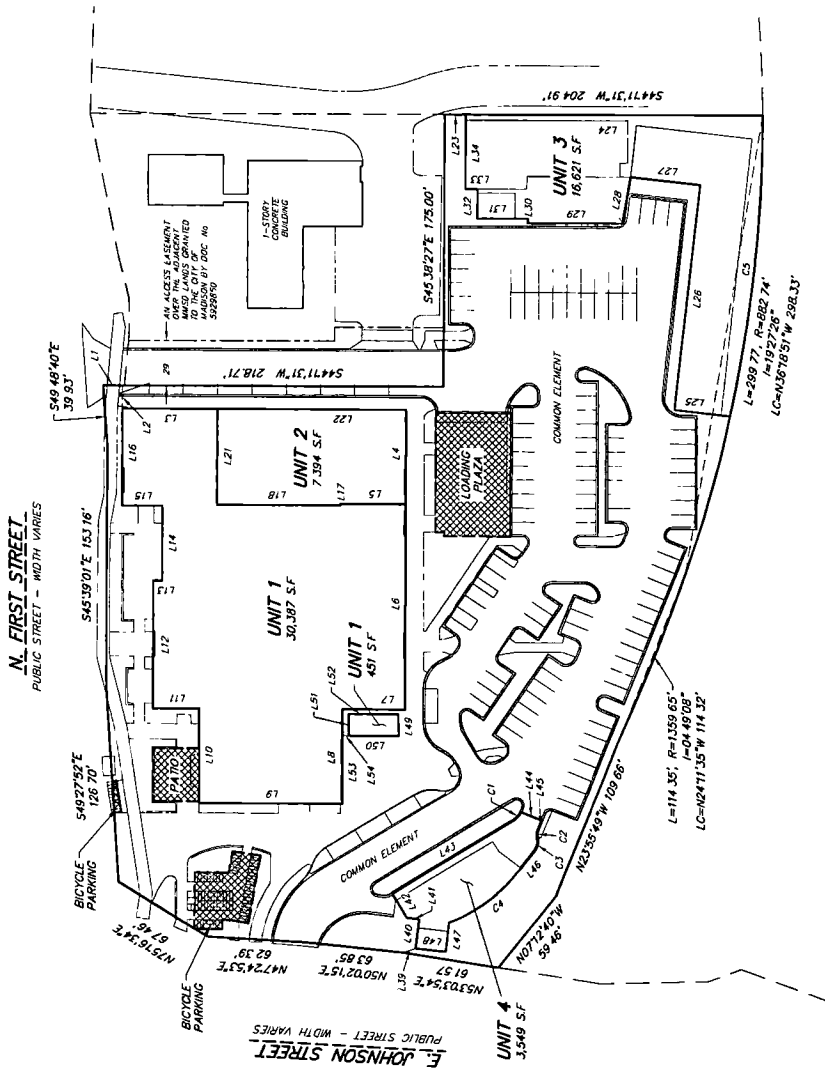
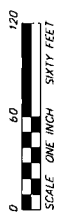
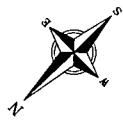
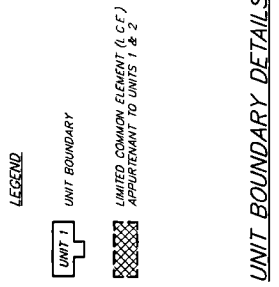
- General Condominium Notes.**
- 1) All areas not designated as Units or Limited Common Elements shall constitute Common Elements. See condominium declaration for additional information regarding Common Elements and Limited Common Elements.
  - 2) This survey is subject to any and all easements both recorded and unrecorded.
  - 3) The unit dimensions and unit areas shown on this condominium are approximate and do not supersede unit boundaries as set forth in the condominium declaration.
  - 4) Floor Plans shown hereon are provided by others.

**TOTAL UNIT AREAS:**  
 UNIT 1 - 30,838 SQ. FT.  
 UNIT 2 - 7,394 SQ. FT.  
 UNIT 3 - 16,621 SQ. FT.  
 UNIT 4 - 3,549 SQ. FT.

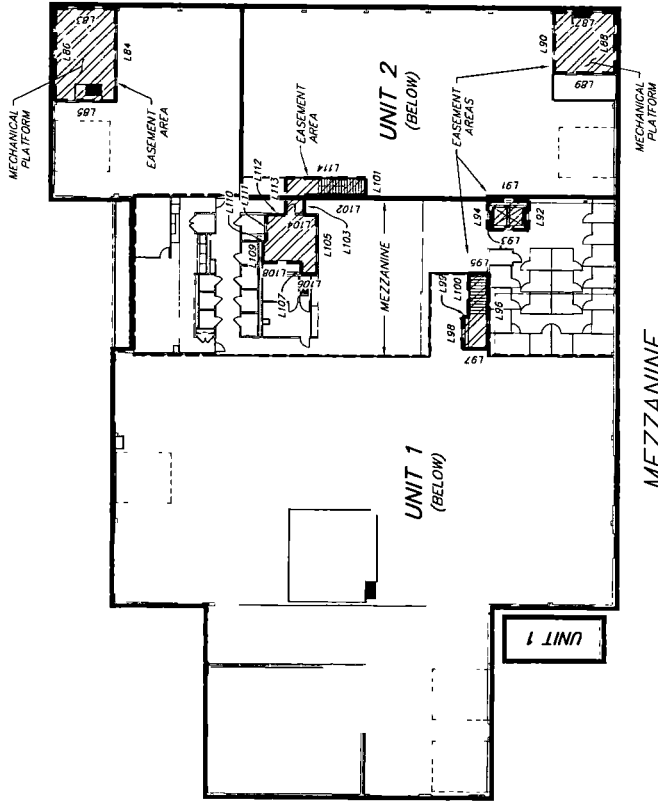
**PREPARED FOR:**  
 City of Madison  
 City Engineering  
 Room 115, City County Bldg  
 200 William Livingston Jr. Blvd  
 Madison, WI 53703

**PREPARED BY:**  
 Verblicher Associates, Inc.  
 8000 Wisconsin Ave.  
 959 Faurer Drive  
 Suite 201  
 Madison, WI 53717  
 (608) 222-2222  
 info@verblicher.com

Drafted by: MZE  
 Checked by: MZE  
 Date: 05/05/2025  
 IN 180275  
 Sheet 3 of 5



**MADISON PUBLIC MARKET CONDOMINIUM, A CONDOMINIUM PLAT**  
 PART OF LOTS 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 310, MADISON SQUARE RILEY PLAT AND OTHER LANDS, ALL IN  
 THE SW 1/4 OF THE SW 1/4 OF SECTION 06, T07N, R10E, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN



MEZZANINE

**UNIT EASEMENT DETAILS**

**LEGEND**



EASEMENT AREAS  
 (SEE DECLARATION)

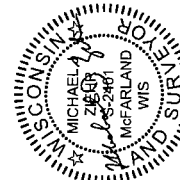
**PREPARED FOR:**  
 City of Madison  
 City Engineering  
 210 Martin Luther King, Jr. Blvd  
 Madison WI 53703

**PREPARED BY:**  
 M&E Associates, Inc.  
 By Michael J. Zehr  
 999 Faurner Drive  
 Suite 201 W 53717  
 (608) 821-3922  
 mze@mvaich.com

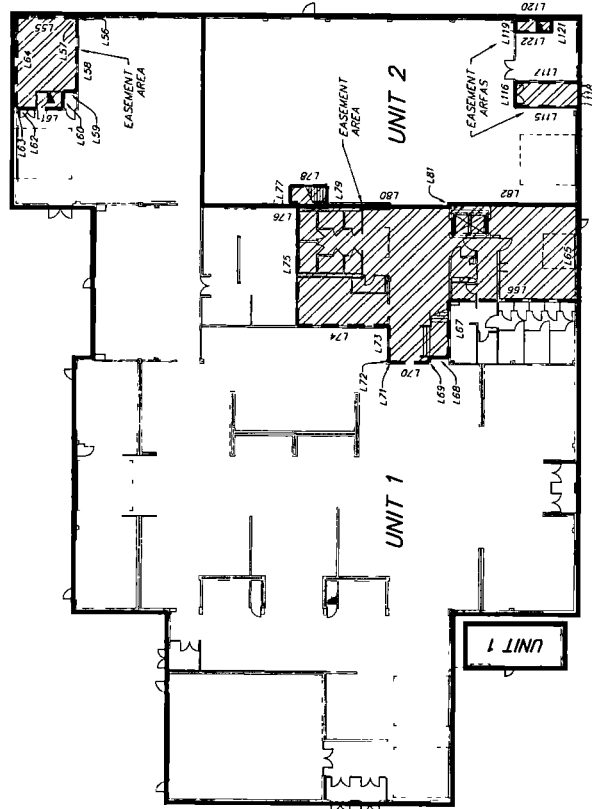


**verbacher**  
 planners | engineers | advisors

Drafted by: MJE  
 Checked by: MJE  
 Date: 05/05/2025  
 RW: 180275  
 Sheet: 4 of 5



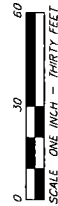
05/05/2025



LEVEL 1

**General Condominium Notes.**

- 1) All areas not designated as Units or Limited Common Elements shall constitute Common Elements
- See condominium declaration for additional information regarding Common Elements and Limited Common Elements
- 2) This survey is subject to any and all easements both recorded and unrecorded
- 3) The unit dimensions and unit areas shown on this condominium are approximate and do not supersede unit boundaries as set forth in the condominium declaration
- 4) Floor Plans shown herein are provided by others
- 5) Easement Line Table on Sheet 5





**EXHIBIT C**  
**Percentage Interest**

<b>Unit 1</b>	<b>52.8%</b>
<b>Unit 2</b>	<b>12.7%</b>
<b>Unit 3</b>	<b>28.5%</b>
<b>Unit 4</b>	<b>6.0%</b>

## **BYLAWS**

**of**

### **STATE STREET CAMPUS CONDOMINIUM OWNERS ASSOCIATION, INC.** (A Nonstock, Nonprofit Corporation)

The following Bylaws shall govern the operation of the State Street Campus Condominium Owners Association, Inc. (“Association”).

#### **ARTICLE I. OFFICES**

1.1 Principal and Business Offices. The Association may have such principal and other business offices, within Dane County, State of Wisconsin, as the Board may designate or as the business of the Association may require from time to time.

1.2 Registered Office. The registered office of the Association required by the Wisconsin Statutes to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board or by the registered agent. The business office of the registered agent of the Association shall be identical to such registered office.

#### **ARTICLE II. PURPOSE**

2.1 Purpose. The purpose of the Association shall be to carry out the rights, duties, and obligations required of the Association by these Bylaws or the Declaration of Condominium of State Street Campus, a Condominium, (the “Declaration”), which is recorded with the Dane County Register of Deeds, as may be amended from time to time. All defined terms used herein, but not otherwise defined herein, shall have the same meaning ascribed to them as set forth in the Declaration.

#### **ARTICLE III. MEMBERS**

3.1 Qualification. The members of the Association shall be all the “Owners” of the Units, as that term is defined in the Declaration. For purposes of these Bylaws, “Owner” shall have the same meaning as ascribed to it in the Declaration.

3.2 Voting Rights. Each Unit shall be entitled to the number of votes specified in Section 8.04 of the Declaration. If title to a Unit is held by more than one person, said owners shall decide on one person to be considered the legal owner. If only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the owners of said Unit cannot agree on the designation of the person who is to cast the vote for said Unit, no vote may be accepted from the Unit.

If an entity is the Owner, the entity shall have the right to designate one individual to vote as a member of the Association, and such designated individual shall be recognized by the Association as the

authorized representative of such Owner. With respect to a land contract purchaser of a Unit, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Office of the Dane County Register of Deeds.

3.3 Assessments: Payment of Same. General Assessments and/or Special Assessments, if any, shall be levied against the Units in accordance with the Declaration and herein. General Assessments and/or Special Assessments shall be established and collected in the manner provided for in the Declaration. Any Owner who is delinquent in paying such assessments more than thirty (30) days from the date such assessment is due, shall be subject to liens, charges, and/or other action as provided for under the Declaration until such time as the delinquent General Assessments and/or Special Assessments are paid.

If a Special Assessment needs to be levied to any Unit the Secretary of the Association shall send a written notice to the Owners of each such Unit detailing the amount assessed to such Unit based on its Percentage Interest, the date when payment of the amount is due, which is 30 days from the notice date, and the reason for the Special Assessment. As provided in Article XIII of the Declaration, if any payment for any Special Assessment is not received by the Association within said thirty (30) day period, then said Special Assessment shall bear interest at a rate of one percent (1.0%) per month (the "Default Rate") until paid in full.

3.4 Suspension of Voting Rights - General. An Owner's voting rights may be suspended in the event of a failure to make required payments under Exhibit D of the Declaration. Furthermore, an Owner's voting rights, including voting rights on the Board, if applicable, may be suspended by the unanimous vote of the directors appointed by the other Owners if such Owner is in violation of any term or condition of the Declaration or these Bylaws. The Board shall have the authority to establish additional policies and procedures relating to the suspension of voting rights and the reinstatement of suspended voting rights.

3.5 Transferability of Membership. Membership in the Association is appurtenant to each Unit and shall not be transferred separate from the ownership of any Unit.

3.6 Termination of Membership. A member's membership in the Association shall be terminated only upon the conveyance by a member of fee simple title or land contract vendee's interest in such member's Unit.

3.7 Annual Meeting of Members. The annual meeting of the members shall be held in the month of May, and can occur in person or through telephone conference call, video conference call, or e-mail, with the specific date, time, location, if applicable, and method selected by the Board. The annual meetings shall be for the purpose of electing director(s) and for the transaction of such other business as may come before the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws.

3.8 Special Meetings of Members. Special meetings of the members may be called by the President or the Board. In addition, special meetings may be called by members having at least fifteen percent (15%) of the voting power of the Association, by signing, dating, and delivering to any

corporate officer a written demand for the meeting describing the purpose(s) for which it is to be held. Special meetings can be held in person or through telephone conference call, video conference call, or e-mail.

3.9 Notice of Members' Meetings. Written notice stating the place, if applicable, method, day, and hour of the annual meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be received by each member entitled to vote at such meeting not less than seven (7) days prior to the time of the meeting. The notice for the annual meeting shall be delivered either personally, by mail, by recognized overnight courier, or by e-mail by or at the direction of the President or the Secretary to each member entitled to vote at such meeting. The notice for a special meeting shall be delivered either personally, by mail, or by recognized overnight courier by or at the direction of the President or the Secretary, or other Officer, or the person calling the meeting, to each member entitled to vote at such meeting.

3.10 Quorum. Members holding more than 50% of the votes entitled to be cast, either present in person or represented by proxy, shall constitute a quorum at a meeting of members.

3.11 Manner of Acting. The act of more than 50% of the votes entitled to be cast by members, either present in person or represented by proxy, at a meeting at which a quorum is present shall be the act of the members except with respect to the election of the Board and unless a greater proportion is required by Chapter 181 of the Wisconsin Statutes, the Declaration, or these Bylaws.

3.12 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the votes entitled to be cast by members, either present in person or represented by a proxy, shall call meetings of the members to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any member to act as Secretary of the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws.

3.13 Unanimous Consent Without Meeting. Any action required or permitted by the Declaration, these Bylaws, or any provision of law to be taken by the members at a meeting or by resolution may be taken without a meeting if a written consent setting forth the actions so taken shall be signed by all the members or agreed to by all of the members through e-mail.

3.14 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before casting any vote. Each proxy shall be effective for eleven (11) months, shall be revocable and shall cease upon conveyance of the Unit by the member. Where more than one person is an Owner of one Unit, the proxy for such Unit must be signed by all Owners of the Unit. Where an entity is an Owner of one Unit, the proxy for such Unit must be signed by an authorized representative of the entity.

3.15 Adjournment of Meeting. Any meeting of members at which a quorum has or has not attended may be adjourned by vote of a majority of the authorized votes of the members who are present, either in person or by proxy, at the meeting.

#### **ARTICLE IV. BOARD OF DIRECTORS**

4.1 Number and Selection. The business and affairs of the Association shall be governed by the Board. The number of persons on the Board and manner in which they shall be determined at each annual meeting is as follows: Prior to the date that Unit 3 is conveyed to an individual or entity other than the City of Madison, there shall be four members of the Board, with two members appointed by the Owner of Unit 1 and Unit 3, and two members appointed by the Owner of Unit 2. After Unit 3 is conveyed to an individual or entity other than the City of Madison, there shall be five members of the Board, with two members appointed by the Owner of Unit 1, two members appointed by the Owner of Unit 2, and one member appointed by the Owner of Unit 3.

4.2 Initial Board Directors Appointed. Pursuant to Section 4.1(b) above, the names and addresses of the initial directors are as follows:

Two members for Unit 1 and Unit 3:

Bryan Cooper, AIA  
City of Madison  
Department of Public Works-Engineering Division  
210 Martin Luther King Jr. Blvd., Room 115  
Madison, WI 53703

Stefanie Cox  
Parking Division Director  
City of Madison  
215 Martin Luther King Jr. Blvd., Suite 109  
Madison, WI 53703

Two members for Unit 2:

Laura Bodine  
c/o MDI Lake Street Madison, LLC  
700 Meadow Lane North  
Minneapolis, MN 55422

Brian Griffiths  
c/o The Northwestern Mutual Life Insurance Company  
720 East Wisconsin Avenue  
Milwaukee, WI 53202  
Attention: Real Estate Department

4.3 Election and Term of Directors Elected by Owners. Board directors shall serve a term of three (3) years.

4.4 Tenure and Qualification. Each director shall hold office until his or her successor shall have been elected at an annual meeting, or until his or her prior death, resignation, or removal. A director may be removed from office only by the Unit Owner that had the right to appoint said director, and a Unit Owner shall have the right to replace any director it has a right to appoint at any time during the term of said director, and shall then appoint a new replacement director who shall

serve the remainder of the term of the director so replaced. A director may resign at any time by filing his or her written resignation with the Secretary of the Association, and the Unit Owner that appointed said director shall appoint a replacement director who shall serve the remainder of the term of the director so replaced.

4.5 Annual Meeting. The annual meeting of the Board shall be held immediately after the annual meeting of members. Such meeting shall be for the purpose of electing officers and to conduct such other business as may come before the meeting. Said meeting may occur in person or through telephone conference call, video conference call, or e-mail.

4.6 Regular Meetings. The Board may provide, by resolution, the time and place for the holding of regular meetings without any notice other than such resolution. Said meeting may occur in person or through telephone conference call, video conference call, or e-mail.

4.7 Special Meetings. Special meetings of the Board may be called by or at the request of the President, Vice President, or any two directors. The President, Vice President, or any two directors calling any special meeting of the Board may fix any place as the place for holding any special meeting of the Board, and if no place is fixed the place of meeting shall be the principal business office of the Association in Dane County, Wisconsin, but if a majority of the directors request it, said meeting may occur through telephone conference call or video conference call or e-mail.

4.8 Notice and Waiver. Written notice stating the place, if applicable, method, day, and hour of the annual meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be received not less than seven (7) days prior to the time of the meeting or, if the special meeting is being called due to an emergency, not less than two (2) business days before the special meeting. The notice for the annual meeting shall be delivered either personally, by mail, by recognized overnight courier, or by e-mail by or at the direction of the President or the Secretary to each director. The notice for a special meeting shall be delivered either personally, by mail, or by recognized overnight courier by or at the direction of the President or the Secretary, or other Officer, or the directors calling the meeting, to each director. Whenever any notice is required to be given to any director under the Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of such notice of such meeting, except where a director attends because the meeting is not lawfully called or convened. Neither the business to be transacted at any annual or special meeting, nor the purpose of any annual meeting of the Board need be specified in the notice or waiver of notice of such meeting. No notice need be given for a regular meeting when the time and place of such regular meeting has been fixed by a duly adopted resolution of the Board.

4.9 Quorum. Except as otherwise provided by law, while the Board is comprised of four directors, the presence of all four (4) of the directors, either in person or represented by proxy, shall be required for a quorum for the transaction of business at any meeting of the Board, and while the Board is comprised of five members, the presence of at least one (1) member appointed by Unit 1, one (1) member appointed by Unit 2, and one (1) member appointed by Unit 3 shall be required for a quorum for the transaction of business at any meeting of the Board.

4.10 Manner of Acting. The act of a majority of the directors at a meeting at which a quorum is present shall be the act of the Board.

4.11 Conduct of Meeting. The President or in the President's absence, any director chosen by the directors present, shall call meetings of the Board to order and shall act as the "Chairperson" of such meetings. The Chairperson may appoint any director or other person to act as Secretary of the meeting. Robert's Rules of Order (latest edition) shall govern the conduct of all meetings provided for herein when not in conflict with the Declaration or these Bylaws. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary and the Board shall approve any previous minutes from another meeting. All votes shall be tallied by the Secretary of the Association or by a person appointed by the presiding Chairperson of the meeting. The minutes of the meeting shall reflect how each Unit Owner voted on any issues at the meeting.

4.12 Proxies. At all meetings of the Board, a director may vote in person or by proxy. All proxies shall be in writing, signed by the director, and filed with the Secretary before casting any vote. Each proxy shall be effective for the time period noted in writing in the proxy, shall be revocable and shall cease upon resignation of the director.

4.13 Compensation. No director shall receive compensation for any services he or she renders to the Association as director.

4.14 Presumption of Assent. A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

4.15 Unanimous Consent Without Meeting. Any action required or permitted by the Declaration or these Bylaws or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all the directors then in office or agreed to by all of the directors then in office through e-mail.

## **ARTICLE V. OFFICERS**

5.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer and such other officers as determined by the Board (together the "Officers"). Any two or more offices may be held by the same person, except for the offices of President and Secretary, or President and Vice President.

5.2 Election and Term of Office. The initial officers of the Association shall be Stefanie Cox, President, Brian Griffiths, Vice President, Laura Bodine, Secretary, and Bryan Cooper, Treasurer. Successor officers shall be elected by a majority vote of the Board at each annual meeting of the Board. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

5.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by a vote of the majority of the directors at a meeting in which a quorum is present whenever in their judgment the best interests of the Association will be served thereby.

5.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by a vote of the majority of the directors at a meeting in which a quorum is present, and the new officer shall serve for the unexpired portion of the term of the officer being replaced.

5.5 President. The President shall be the chief executive officer of the Association and shall perform all business and duties customarily pertaining to the office of President and such other duties as he or she may be directed to perform by resolution or majority vote of the Board. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control), and shall execute, in the name of the Association, all agreements approved by the Board concerning the business of the Association.

All checks of the Association for expenditures or obligations in excess of Five Thousand Dollars (\$5,000.00) shall be executed by any two Officers of the Association or by one Officer and such other person or persons as may be designated by the Board. All checks for expenditures or obligations of Five Thousand Dollars (\$5,000.00) or less may be executed by one Officer of the Association or by such other person as may be designated by the Board.

5.6 Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President, including, without limitation, the power to execute agreements approved by the Board on behalf of the Association when the President is not available to execute said agreements. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board. The execution of any agreement of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to execute said agreement on behalf of the Association in the stead of the President.

5.7 Secretary. The Secretary shall keep the minutes of all proceedings of the Board in books provided for that purpose, and shall keep such other books and papers as the Board may direct. The Secretary shall attend to the giving and serving of notices of all meetings of the Board and count all votes at any meeting. The Secretary shall perform such additional duties connected with the operation of the Association customarily pertaining to the office of Secretary and as directed by the President or the Board.

5.8 Treasurer. The Treasurer shall receive and deposit all funds of the Association in the depository institution or institutions selected by the Board, which funds shall be withdrawn only by checks or orders executed in the name of the Association by the Treasurer and President (or subordinates under their direction and control) except as provided in Section 5.5 hereof. The Treasurer shall also account for all receipts, disbursements, and balance on hand and report regarding the same when and as requested by the President or Board. The Treasurer shall perform such

additional duties connected with the operation of the Association customarily pertaining to the office of Treasurer and as directed by the Board.

5.9 Assistants and Acting Officers. The Board shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the Board shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board.

5.10 Salaries. No salaries shall be paid to any of the Officers of the Association.

## **ARTICLE VI. INDEMNIFICATION**

To the fullest extent allowed under the law, the Association shall indemnify its directors, Officers, employees, and agents against any claim (including, without limitation, reasonable attorney's fees) arising out of his or her actions as director, officer, employee, or agent of the Association. The provisions set forth in Wisconsin Statute Sections 181.0855 through 181.0889, or any successor provisions thereto, are incorporated herein by this reference and any amendments to these sections which broaden the scope of the indemnification rights of the directors, officers, employees, or agents shall become part of these Bylaws. The Association may procure insurance to cover all or any portion of its obligation under this Article VI and be paid per Exhibit D of the Declaration.

## **ARTICLE VII. CONTRACTS AND FINANCIAL MATTERS**

7.1 Contracts. The Board may authorize any Officer or Officers, agent, or agents to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other association, firm, corporation, or entity in which one or more of its directors or officers are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves, or ratifies the contract or transaction, if the approval of the contract or transaction occurs by a majority vote of directors other than the director or directors with said financial interest at a meeting at which a quorum is present.

7.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by the unanimous vote of the Board. Such authorization may be general or confined to specific instances.

7.3 Checks, Drafts, Etc. Except as provided in Section 5.5, all checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by the President and the Secretary.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as may be selected by or under the authority of a resolution of the Board.

7.5 Books and Records. The books and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any members.

7.6 Budget. Pursuant to the Declaration, the Board may determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement, and operation of the common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a unanimous vote of the Board on or before the last day of December each year.

7.7 Fiscal Year. The fiscal year of the Association shall be the annual period beginning January 1 and ending December 31, or such other fiscal years as the Board may, from time to time, designate.

## **ARTICLE VIII. CORPORATE SEAL**

The Association shall not have a corporate seal.

## **ARTICLE IX. COMPLIANCE AND DEFAULT**

9.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a member of any of the provisions of the Declaration, these Bylaws, or the Rules and Regulations the Association, by direction of its Board, may notify the member by written notice of said violation. Such notice shall be transmitted by certified mail, return receipt requested. If such violation shall continue for a period of seven (7) days from the receipt of such notice, the Association, through its Board, shall have the right to treat such violation as a material breach of the Declaration or these Bylaws and the Association may then, at its option, have the following remedies:

- (a) The determination of a fine to be assessed against the member that is in violation, not to exceed \$100 per day per violation, with such fine being deemed to be a Special Assessment against said member only and non-payment of the fine shall be treated in the same way as non-payment of a Special Assessment;
- (b) An action at law to recover for its damages on behalf of the Association or on behalf of other members;
- (b) An action in equity to enforce performance on the part of the member; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the member.

9.2 Costs and Attorney's Fees. In any proceeding arising from a violation or breach of the Declaration or these Bylaws by a member, the prevailing party shall be entitled to recover the actual costs of the proceeding, including reasonable attorneys' fees.

9.3 No Waiver of Rights. The failure of the Association or of a member to enforce a right, provision, covenant, or condition which may be granted by the Declaration or these Bylaws shall not constitute a waiver of the right of the Association or of a member to enforce such right, provision, covenant, or condition in the future.

9.4 Election of Remedies. All rights, remedies, and privileges granted to the Association or a member pursuant to any terms, provisions, covenants, or conditions of the Declaration or these Bylaws shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Declaration or these Bylaws, at law, or in equity.

## **ARTICLE X. ADDITIONAL RULES**

The Board may, from time to time, adopt rules or regulations governing the details of the operation, use, maintenance, management, and control of the Association properties, the common areas, and any facilities or services made available to the members which shall become part of the Rules and Regulations, or the Board may, from time to time, amend the Rules and Regulations. A copy of any such Rules and Regulations adopted from time to time as herein provided shall be furnished to each member.

## **ARTICLE XI. AMENDMENTS**

11.1 By Members. These Bylaws may be amended by affirmative vote of not less than all members present (in person or by proxy) at an annual or special meeting of the members at which a quorum is in attendance, or these Bylaws may be repealed and new Bylaws may be adopted by affirmative vote of not less than all members present (in person or by proxy) at an annual or special meeting of the members at which a quorum is in attendance.

11.2 By Directors. These Bylaws may be amended by affirmative vote of all of the directors of the Board, or these Bylaws may be repealed and new Bylaws may be adopted by affirmative vote of all of the directors of the Board.

## **ARTICLE XII. CONSTRUCTION**

In the event there is a conflict between any of the terms of these Bylaws and the Declaration, the Declaration shall prevail.

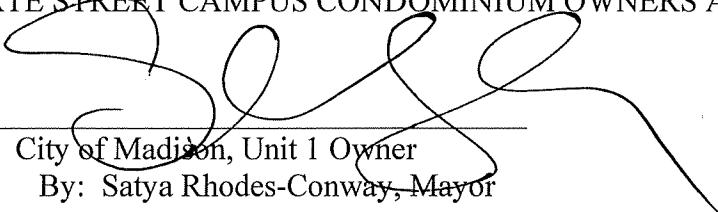
## **ARTICLE XIII. DISPUTE RESOLUTION**

13.1 Disputes. Any dispute arising with respect to these Bylaws, its making or validity, its interpretation, any deadlock of the Board, or any breach of these Bylaws shall be settled by arbitration in Dane County, Wisconsin by a single arbitrator mutually agreed to by the disputing parties pursuant to the rules of the American Arbitration Association in effect at that time. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in these Bylaws. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction. Prior to arbitration, the parties agree to participate in mediation in an attempt to resolve the dispute, with a mediator selected by the agreement of the parties or by the American Arbitration Association, if no such agreement can be reached. Notwithstanding the foregoing, this provision shall not apply to the judicial foreclosure of a lien for nonpayment of Assessments, which shall be pursued in the Circuit Court of Dane County, Wisconsin.

13.2 Costs. In any proceeding with respect to any dispute identified under Section 13.1 above, the prevailing party in the proceeding shall be entitled to recover from the other party the prevailing party's costs of the proceeding and the reasonable attorney's fees it incurred.

The foregoing was adopted as the Bylaws of the State Street Campus Condominium Owners Association, Inc. by the Owners of the Units on Jan 9, 2026.

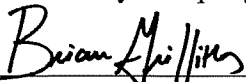
STATE STREET CAMPUS CONDOMINIUM OWNERS ASSOCIATION, INC.

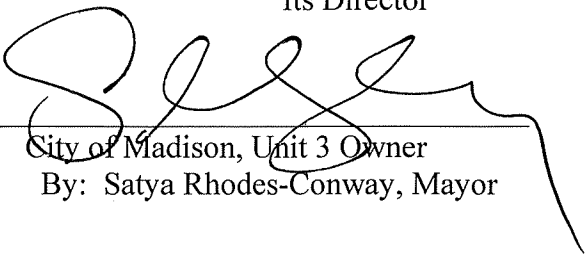
By:   
City of Madison, Unit 1 Owner  
By: Satya Rhodes-Conway, Mayor

By: Lake Street Student, LLC, a Delaware limited liability company, Unit 2 Owner

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, its Authorized Member

By: Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate

By:   
Brian R. Griffiths  
Its Director

By:   
City of Madison, Unit 3 Owner  
By: Satya Rhodes-Conway, Mayor

**DECLARATION OF  
CONDOMINIUM  
OF  
STATE STREET CAMPUS  
CONDOMINIUM**

Document Number

Recording Area

Name and Return Address

Matt Robles  
City Attorney's Office  
210 Martin Luther King Jr. Blvd., Room 401  
Madison, WI 53703

251/0709-232-0336-2

Parcel Identification Number (PIN)

CITY OF MADISON APPROVAL CERTIFICATE

There are no objections to this condominium declaration with respect to Chapter 703 Wis. Stats. and it is hereby approved for recording.

\_\_\_\_\_  
Director of Planning and Community & Economic Development  
City of Madison

\_\_\_\_\_  
Date

**DECLARATION OF CONDOMINIUM**

**OF**

**STATE STREET CAMPUS, A CONDOMINIUM**

**THIS DECLARATION of State Street Campus, a Condominium (“Declaration”)** is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes, as amended from time to time (hereinafter referred to as the “Act”), on \_\_\_\_\_, 20\_\_ (“Effective Date”), by Lake Street Student, LLC a Delaware limited liability company (“Declarant”).

**ARTICLE I**

**DECLARATION AND STATEMENT OF PURPOSE**

The Declarant, as the sole owner of the Real Property described in Section 2.02 below, and all improvements now or hereafter located thereon and all easements, rights, and appurtenances thereto, declares said Real Property, together with said improvements, easements, rights, and appurtenances thereto, collectively “Condominium,” subject to the condominium form of ownership in the manner provided by the Act and as further provided for in this Declaration. All of the provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

**ARTICLE II**

**LEGAL DESCRIPTION, NAME/ADDRESS,  
RESTRICTIONS AND DEFINITIONS**

2.01 Name/Address. The name of the Condominium is “State Street Campus, a Condominium.” The principal address is 415 North Lake Street, Madison, Wisconsin 53715. The individual address assigned to each Unit will be determined.

2.02 Legal Description. The real property subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto and made part hereof by reference (the “Real Property”).

2.03 Covenants, Conditions, Restrictions, and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (a) General taxes not yet due and payable; and
- (b) Recorded utility easements and rights in favor of gas, electric, telephone and telecommunications, cable, fiber optic, water, and sanitary and storm sewer; and

(c) All other governmental laws and regulations applicable to the Condominium, including but not limited to all municipal, zoning, and building ordinances and conditional use permits issued thereunder; and

(d) All easements, dedications, reservations, covenants, restrictions and notes affecting the Real Property as stated and/or shown on Certified Survey Map No. 16393, recorded by the Dane County Register of Deeds on December 1, 2023 as Document Number 5936596 (the “CSM”); and

(e) All other matters of record.

2.04 Definitions. Capitalized terms set forth herein shall have the meanings ascribed to them in this Declaration or the Act. Except as modified herein, the definitions contained in the Act shall govern the interpretation of this Declaration.

(a) “Articles of Incorporation” shall mean the documentation filed with the Wisconsin Department of Financial Institution purpose of establishing the Association as defined below.

(b) “Association” shall mean the State Street Campus Condominium Owners Association, Inc., a Wisconsin non-stock corporation.

(c) “Board” shall mean the Board of Directors of the Association.

(d) “Bus Terminal” shall mean the intermodal transit station constructed by the City of Madison (“City”) on the Real Property.

(e) “Bylaws” shall mean the bylaws for the Association adopted by the Board as of \_\_\_\_\_, 202\_, which establishes the purpose for which the Association is organized and shall be operated.

(f) “Building” shall mean the improvements containing the Units or of which the Units are a part.

(g) “Common Elements” shall mean all of the Condominium, except the Units, as further described in Article IV and the Plat and shall include encroachment rights of the electrical vault that benefits the Condominium which are conferred upon the Condominium pursuant to a written agreement.

(h) “Condominium Documents” shall collectively mean this Declaration, the Plat, the Bylaws, the Articles of Incorporation, and the Rules and Regulations, as any of the foregoing may be amended from time to time.

(i) “General Assessment” shall mean the amount assessed by the Association to collect agreed upon funds to operate the Common Elements pursuant to a budget approved by the Board.

(j) “Limited Common Elements” shall mean certain Common Elements reserved for the exclusive use of the Unit Owners of one or more, but not all, Units and include those items identified on the Plat as Limited Common Elements and as further described in Article V.

(l) “Parking Easement” shall mean the easement granted by the Unit 1 Owner for the benefit of Unit 2 consisting of a minimum of eighty (80) stalls located in the same general location together with an area for bicycle storage which may be enclosed at the option and expense of the Unit 2 Owner, along with a perpetual easement given by Unit 1 to Unit 2 for ingress, egress, access over and across Unit 1 for the purpose of parking upon Unit 1 in the Lower Level Floor of the Parking Ramp, the terms and condition of which shall be documented in a separate document recorded contemporaneously with the recording of this Declaration.

(k) “Parking Ramp” shall mean the parking structure constructed by the City on the Real Property.

(l) “Percentage Interest” shall mean an undivided ownership interest in all of the Common Elements expressed as a percentage identified for each Unit in Exhibit C attached hereto.

(m) “Plat” is the State Street Campus Condominium Plat, a copy of which is attached as Exhibit B hereto and incorporated herein.

(n) “Private Development” shall mean the nine floor structure to be constructed above the Parking Ramp.

(o) “Rules and Regulations” shall mean those rules and regulations adopted and amended from time to time by the Board that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act or any of the Condominium Documents.

(p) “Service Elements” shall mean all utility, ventilation, heating and air conditioning equipment, machinery, lines, pipes, wires, vents, flues, ducts, cables, conduits, antennae, communication lines, utility lines, utility meters, junction boxes, fire prevention installations, security installations, and service equipment.

(q) “Shared Common Element Systems” means those systems that serve two or more of the Units of the Condominium, as further defined in Section 4.01(b).

(r) “Special Assessment” shall mean the amount assessed by the Association to cover unforeseen expenses, in accordance with the Bylaws.

(s) “Unit” means a part of the Condominium described in Article III and intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) in the Building some of which spaces may be non-contiguous, as

more particularly described and depicted in the Plat. "Units" means a combination of two or three of the Units, depending on the context.

(t) "Unit Owner" or references to an "Owner" of a particular Unit shall mean that individual entity or combination of individuals and/or entities, which holds legal title to a Unit. "Unit Owners" means the Owners of two or more of the Units, depending on the context.

### **ARTICLE III**

#### **DESCRIPTION AND DESIGNATION OF UNITS AND UNIT BOUNDARIES**

3.01 General Description and Identification of the Units of the Condominium. The Condominium consists of three (3) Units, numbered as Unit 1, Unit 2 and Unit 3, located within the Building.

The Units shall be designated by the Unit numbers as depicted and set forth on the Plat and incorporated herein by reference. The boundaries of the Units are defined in this Article.

3.02 Definition of Unit 1.

(a) Unit 1 shall mean that part of the Condominium as hereinafter described intended for independent use as shown on the Plat, within the boundaries described in (b) below. Unit 1 shall consist of the following spaces in the Parking Ramp and Private Development:

(1) All of the Lower Level Floor Plan of the Plat, except the areas identified on the Plat as Unit 2 and those areas identified on the Plat as Common Elements (including the electrical vault); and

(2) All of the First Floor Plan of the Plat, except (i) the areas identified on the Plat as Unit 2, (ii) the areas identified on the Plat as Unit 3, and (iii) the Common Elements (including the fire pump and water sprinkler service room, the fire command center, the generator room and all areas outside the building between the building and the property line); and

(3) All of the floor plans between the Second Floor Plan through Sixth Floor Plan of the Plat, inclusive, except those areas designated on the Plat as Unit 2, Unit 3, or Common Elements; and

(4) The areas identified as Unit 1 on the Seventh Floor Plan of the Plat; and

(b) Boundaries of Unit 1:

(1) Lower Boundary. The lower boundary of Unit 1 shall be the horizontal plane of the bottom side of the lower floor plate in the Lower Level

Floor Plan, extended to an intersection with the perimetrical boundaries of Unit 1 as shown on the Plat.

(2) Upper Boundary. The upper boundary of the spaces identified in Section 3.02(a) shall be the lower surface of the floor plate between Sixth Floor Plan and Seventh Floor Plan in such spaces, including all soffits, and ceilings extended to an intersection with the perimetrical boundaries of Unit 1 as shown on the Plat, except with respect to 3.02(a)(4) in which case the upper boundary shall be the upper level surface of the elevator overruns on the Seventh Floor Plan.

(3) Perimetrical Boundaries. The perimetrical boundaries of Unit 1 shall be the following vertical planes extending in each case to an intersection with the upper and lower boundaries of Unit 1, generally located in accordance with the Plat, including more specifically: (i) for any sides of Unit 1 that abut any walls of elevator shafts, elevator lobbies or stair shafts that are part of Unit 2 or the Common Elements or Limited Common Elements, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the outside surfaces of the walls of such elevator shafts, elevator lobbies or stair shafts; (ii) for any sides of Unit 1 that abut the exterior of the Building, the perimetrical boundaries shall be: the vertical planes having elevations that coincide with the exterior surface of such walls, including any stone, brick, block, metal, masonry, metal louvers and spandrel glass panels or other exterior surface; (iii) for any sides of Unit 1 that do not have a wall separating the area, the perimetrical boundary shall be in accordance with the boundary lines set forth on the Plat.

(4) Bridges. Unit 1 shall also include all elements of the two (2) bridges which are located within the Real Property connecting the Building to the Francis Street parking ramp on the adjacent property (the "Bridges").

### 3.03 Definition of Unit 2.

(a) Unit 2 shall mean that part of the Condominium as hereinafter described intended for independent use as shown on the Plat, generally including all of the Private Development shown as the Seventh Floor Plan through Fifteenth Floor Plan on the Plat, with the boundaries described in (b) below. Unit 2 shall consist of the following spaces in the Parking Ramp and the Private Development:

(1) Within the levels of the Plat containing the Parking Ramp:

(i) The areas identified on the Lower Level Floor Plan of the Plat as being part of Unit 2.

(ii) The areas identified on the First Floor Plan of the Plat as being part of Unit 2; and

(iii) The areas identified on the Second Floor Plan through Sixth Floor Plan of the Plat as being part of Unit 2; and

(iv) The trash chutes shown as Unit 2 on the Second Floor Plan through Sixth Floor Plan of the Plat; and

(v) Any portion of the pool and related components that may be located within the area within the "indent" area identified on the Sixth Floor Plan of the Plat.

(2) The entirety of the Private Development to be constructed upon the Parking Ramp by the Unit 2 Owner, including all of the Seventh Floor Plan through Roof Plan shown on the Plat and extending upward to the upward boundary of Unit 2 as described below, within the perimetrical boundaries of Unit 2 as shown on the Plat.

(b) Boundaries of Unit 2:

(1) Lower Boundary. The lower boundary of Unit 2 shall be (i) the horizontal plane of the bottom of the lower floor plate of the spaces identified as Unit 2 on the Lower Level Floor Plan extended to an intersection with the perimetrical boundaries of Unit 2 as shown on the Plat, (ii) the horizontal plane of the bottom of the lower floor plate of any space identified as Unit 2 on the First Floor Plan which exists over space identified as Unit 1 on the Lower Level Floor Plan, extended to an intersection with the perimetrical boundaries of Unit 2 as shown on the Plat, recognizing that the spaces identified in (i) above, as elevator shafts and stairwells and, as shown on the Second Floor Plan through Sixth Floor Plan, trash chutes, extend through all of the floor plates of the Building, (iii) the horizontal plane of the bottom of the lower floor plate of any space identified as Unit 2 on the Second Floor Plan which exists over space identified as Unit 1 on the First Floor Plan, extended to an intersection with the perimetrical boundaries of Unit 2 as shown on the Plat, additionally recognizing that some of the area identified in (ii) above includes Unit 2 space identified on the Plat as "open to below" and which constitutes an extension of a portion of the Unit 2 space identified in (ii) above, and (iv) the horizontal planes of the bottom of the lower floor plate of any space identified as Unit 2 on the Seventh Floor Plan which exists over space identified as Unit 1 on the Sixth Floor Plan except that where a portion of the Unit 2 pool encroaches into the Sixth Floor Plan space generally located in the area identified as "DEPICTION OF INDENT FROM SEVENTH FLOOR" on the Sixth Floor Plan of the Plat, the lower boundary shall be the bottom of the lower floor plate for said pool area, in each case extended to an intersection with the perimetrical boundaries of Unit 2 as shown on the Plat.

(2) Upper Boundary. The upper boundary of the spaces identified in Section 3.03(b)(1) shall be: (i) as to all spaces identified as Unit 2 on the Plat above which a portion of Unit 1 exists, the lower surface of the floor plate between such Unit 2 space and Unit 1; and (ii) as to all remaining spaces of Unit 2, that point fifty (50) feet above the upper plane of the roof, extended to an

intersection with the perimetrical boundaries of Unit 2 as shown on the Plat, which shall include all floor plates, soffits, ceilings, chimneys and vents, extending to an intersection with the perimetrical boundaries of Unit 2 as shown on the Plat.

(3) **Perimetrical Boundaries.** The perimetrical boundaries of Unit 2 shall be the following vertical planes extending in each case to an intersection with the upper and lower boundaries of Unit 2, including more specifically: (i) for any sides of Unit 2 that abut any Common Elements or Limited Common Elements located within the Building, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the surfaces of the walls of such Common Elements or Limited Common Elements facing Unit 2; (ii) for any sides of Unit 2 that abut Unit 1 but consist of elevator shafts or utility shafts, the perimetrical boundaries shall be the inner side of the walls of said shafts, and for any other portion of Unit 2 that abuts Unit 1, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the exterior of the walls of Unit 2, including any stone, brick, block, metal, masonry, metal louvers and spandrel glass panels or other exterior surface; (iii) for any sides of Unit 2 that constitute the exterior walls of the Building, the perimetrical boundaries shall be the vertical planes having elevations that coincide with the exterior surface of the Building, including any stone, brick, block, metal, masonry, metal louvers, spandrel glass panels, windows, doors or other exterior surface; (iv) for any sides of Unit 2 that are not delineated by a wall, the perimetrical boundary shall be in accordance with the boundary lines set forth on the Plat and (v) with respect to that portion of the Unit 2 pool that encroaches into the Sixth Floor as shown on the Sixth Floor Plan of the Plat, the perimetrical boundaries shall be the outer most sides of the pool and related components, generally corresponding to the outline of the area identified on the Plat as "DEPICTION OF INDENT FROM SEVENTH FLOOR" to accommodate the pool and the pool components.

### 3.04 Definition of Unit 3.

(a) Unit 3 shall mean that part of the Condominium identified as Unit 3 on the First Floor Plan and Second Floor Plan of the Plat within the boundaries described in 3.04(b) consisting generally of the Bus Terminal.

(b) Boundaries of Unit 3:

(1) **Lower Boundary.** The lower boundary of Unit 3 shall be the horizontal plane of the bottom of the lower floor plate of the First Floor extended to an intersection with the perimetrical boundaries of Unit 3 as shown on the Plat.

(2) **Upper Boundary.** The upper boundary of Unit 3 shall be the bottom of the lower floor plate for the Second Floor on the Plat extended to an intersection with the perimetrical boundaries of Unit 3 as shown on the Plat except in the areas shown on the Second Floor of the Plat as "open to below" in which case the upper boundary of Unit 3 shall be the bottom of the lower floor plate for the Third Floor as shown on the Plat.

(3) Perimetrical Boundaries. The perimetrical boundaries of Unit 3 shall be the following vertical planes extending in each case to an intersection with the upper and lower boundaries of Unit 3.

3.05 Components Included in a Unit. All improvements of any kind located within the boundaries of the Unit are included in the Unit. Notwithstanding the foregoing, improvements set forth below that are not identified as Common Elements and are located outside of the Unit but which exclusively benefit the Unit are considered part of the Unit, and, for avoidance of doubt, improvements set forth below that may be within the boundaries of the Unit shall be deemed to be part of the Unit:

(a) Any exterior entrance/exit doors exclusively serving a Unit and any interior doors within the Unit, and all hardware and locking mechanisms associated with said doors;

(b) All interior and exterior windows, glass and window frames located within or serving such Unit, if any, their casements, and all of their openings, closings, and locking mechanisms and hardware;

(c) All floor, wall, baseboards and/or ceiling electrical outlets, light fixtures, security cameras, and switches and Junction boxes for electrical outlets, light fixtures, security cameras or other devices located outside the boundaries of a Unit but serve the Unit exclusively;

(d) All wiring and conduit between the Unit and the main fuse or breaker box, including the wiring and conduit to the Unit's electric meter, gas meter and/or water meter, to the extent any of the same are outside the boundaries of the Unit, but serve the Unit exclusively;

(e) All cable and fiber and conduit including but not limited to telephone, fax, security, television, video, and audio computer, and internet cable and related inlets and outlets, together with all antennae, if any, to the Unit and the junction box serving them, to the extent any of the same are outside the boundaries of the Unit, but serve the Unit exclusively;

(f) All plumbing and natural gas fixtures and piping, valves and other connecting and controlling materials and devices lying between the boundaries of the Unit and the water mains, sewage lines and natural gas service;

(g) The separate air heating, air conditioning and ventilation systems, which serve a Unit, located outside of the boundaries of the Unit.

(h) Any signage or canopies solely related to the Unit or a specific business or businesses within the Unit, to the extent attached to the Unit.

(i) The water meter located in the fire pump and water sprinkler service room, or elsewhere, that exclusively serves a Unit are part of such Unit.

(j) All panels, infrastructure, and equipment located within the fire command center, electrical vault, or generator room that exclusively serve a Unit are part of such Unit, as well as all wires, conduit, piping, valves between such rooms and the applicable Unit, to the extent not otherwise included as part of the Unit.

(k) All structural columns and beams and other structural elements that lie within a Unit vertically and horizontally, to the extent the same solely provides support to the Unit and not to any other Unit.

(l) Service Elements that exclusively serve a Unit, even if located outside the boundaries of such Unit.

3.06 Components Excluded from a Unit. Specifically not included as part of a Unit, even if located within the defined boundaries of a Unit, are any Shared Common Element Systems, and any Service Elements that serve more than just the specific Unit within which the same are located.

3.07 Identification. Units shall be identified by the Unit numbers as specified on the Plat of the Condominium, which shall be recorded contemporaneously with this Declaration, and incorporated herein by reference. Every deed, lease, mortgage or other instrument may legally describe a Unit by a Unit number with reference to the recording information of the Declaration, and such description shall be good and sufficient for all purposes as defined in the Act.

## ARTICLE IV

### COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean the areas identified as Common Elements on the Plat including, without limitation, the following:

- (a) the Real Property identified in Section 2.02 (excluding any Units).
- (b) the portion of the Electrical Vault located on the Lower Level Plan as shown on the Plat.
- (c) all structural load bearing columns and beams and other structural elements lying within Unit 1 and Unit 3 that support Unit 2, except that generally, the parking decks shall not be considered structural elements (and shall remain part of Unit 1).
- (d) the crosshatched area on the First Floor Plan of the Plat surrounding the label "generator".
- (e) any Shared Common Element Systems, including, without limitation, the components listed below, to the extent they serve more than one Unit. This definition of Shared Common Element Systems also includes any other Service Elements not listed below that support or are connected to the Shared Common

Element Systems. (Exhibit D-1 referenced below is the fire protection riser diagram sheet F5001-1 dated 10.2.23 from the construction drawings.)

1. Fire pump (the "Fire Pump") and the following equipment: the jockey pump; jockey pump controller; fire pump controller; fire pump test connection, and associated piping and wiring. From the Fire Pump, the fire main pipe proceeding north--then east--then north to third intersection at reference point I.C.--then west to double check valve--then west water main lateral to combined water service #3; and from the Fire Pump, the fire main pipe proceeding south to: (i) reference point II.A intersection then east to the wet sprinkler main #1; and (i) to #5 pressure reducing valve; and the piping to the fire department connections from the fire pump room or bulk main.

1.a The following fire protection equipment that is connected to the fire pump that services Unit 2 includes but is not limited to: (i) from the double check valve in vertical #2 to #4 the housing domestic water meter and system thereafter; (ii) from reference point II.B, the fire main piping to housing.

1.b From the wet sprinkler main #1 thereafter to each automatic standpipe in the stair locations depends on which Unit's stair the main goes to.

1.c The following fire protection equipment that is connected to the Fire Pump that services Unit 1 consisting of the nitrogen generator and piping that connects to Unit 1's dry sprinkler system and equipment in Unit 1's dry valve room.

1.d The following fire protection equipment and infrastructure that is connected to the Fire Pump that services the portion of the Lower Level Floor Plan that is shared pursuant to the Parking Easement between Unit 1 and Unit 2 including but not limited to: (i) from the Fire Pump, the fire main pipe proceeding north--then east--then north to the first intersection at reference point I.A and continuing to the Lower Level wet system valve and sprinkler lines to the Lower Level; (ii) from the second intersection reference point I.B then the fire main piping west to the Lower Level wet system. (iii) from the pressure reducing valve #5 to the fire main piping II.C to I.A and thereafter to the Lower Level wet system.

1.e. The following fire protection infrastructure is not shared unless it is in a Common Element Room or the Lower Level: the sprinkler riser; floor control valve with supervisory switch; pressure gauge; waterflow switch; feed main; inspector test valve; piping, connections, isolation/control valves, drains/discharge manifold; supervisory signal devices; water flow switches; sensors; pressure reducing hose valves; check valve; fire alarm monitoring points; the initiating devices and circuits; notification devices and circuits including NAC panels and batteries, and including but not limited to: the fire sprinkler systems, downstream of the system isolation/control valves, including but not limited to sprinkler heads, air compressors, pressure reducing valves, water flow devices, drains, piping, and fire alarm monitoring points.

2. The fire life safety system components, including but not limited to: voice fire alarm system panel and controls; fire department two-way elevator telephone communication service panels and controls; fire alarm control panel; fire detection

and fire alarm annunciator panels; fire alarm notification appliance circuit; sprinkler valve and water flow annunciators; fire alarm cellular dial and fire alarm document box emergency; fire pump status indicators; and telephone for fire department use with controlled access to public telephone system, and the connected devices, detectors and sensors.

2.a Unit 2-smoke control panels tied to its stairwell pressurization system and air handling units.

2.b Control relays and elevator recall switches-Unit 1 and Unit 2 each have one that is tied to their elevators.

2.c Depending on location-emergency call devices; elevator floor location and operation annunciators; controls for any automatic stairway unlocking system; emergency/egress lighting; fire alarm pull stations; the fire alarm horns and strobes.

3. Public safety bi-directional amplifier/distributed antenna system.
4. Unit 2-ARA command center panel and one phone line tied thereto.
5. Generator annunciator panel and remote start/transfer controls, smoke control panel and AHU override controls, fire command center phone line, elevator status and recall panels.
6. The generator and emergency electric equipment in the Generator Room or located elsewhere connected to the generator and infrastructure including but not limited to: the: generator control set panel; generator status indicator; fuel tank; fuel level sensors; fuel; tank fuel interstitial leak alarm; interstitial sensor; integral equipment-circuit breakers and load centers; emergency stop buttons; control panel; exhaust damper and exhaust connection; bypass air damper; control damper; outside air damper; nitrogen dioxide sensor; hydrogen gas sensor; generator run status; temperature sensor; occupancy sensor; carbon monoxide sensor; remote starting; remote annunciator panel; remote alarm contacts; emergency power fire pump conduit routing from generator to the fire pump room; maintenance bypass switch; IDF switch ducts; air handling, piping, transformers, distribution panels, and ATS controls; electric wall heater.
7. All heating, air conditioning, ventilation and service equipment and thermostats for the following areas: Generator room and Fire Pump and Water Sprinkler Service Room.
8. The Fire Pump and Water Sprinkler room shown on the First Floor Plan of the Plat.
9. All utility lines and laterals that originate in the right of way for services, from the point they enter the Property to the point where they connect in the Lower Level (excluding any optic fiber or other lines exclusively being used by a Unit).

10. The sanitary sewer infrastructure and system from the top ceiling of the Sixth Floor Plan of the Plat to the Lower Level Plan of the Plat and from there to the point where it connects in the right of way, except for any laterals or mains that exclusively serve one Unit.
11. The stormwater infrastructure and system from the top ceiling of the Sixth Floor Plan of the Plat to the Lower Level Plan of the Plat, which includes but is not limited to all floor drains, pipes, heat traces, insulation, and equipment from the top ceiling of the Sixty Floor Plan of the Plat to the Lower Level Plan of the Plat and from there to the point where it connects with the right of way.

Exhibit D, attached hereto, defines the manner in which the Unit Owners shall share the costs and perform the maintenance, repairs, and replacements relating to the Shared Common Element Systems and other Common Elements.

4.02 Use of Common Elements. Except as otherwise provided herein, including but not limited to the provisions dealing with Limited Common Elements, and subject to the Bylaws, and further subject to any Rules and Regulations, the Common Elements shall be available for the use and enjoyment of or service to all Units for the benefit of the Unit Owners and those entitled to claim through the Unit Owners.

4.03 Ownership of Common Elements and Conveyance. There shall be appurtenant to the Units an undivided interest in the Common Elements in the amount identified as the Unit Owner's Percentage Interest as set forth in on Exhibit C, attached hereto. Any deed, mortgage, lease or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided Percentage Interest in the Common Elements. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of a Unit Owner's Percentage Interest in the Common Elements shall be void unless the Unit to which it is appurtenant is also transferred.

4.04 Leasehold Interest in portion of Common Elements. An encroachment by Postal Partners LLC onto a 2.2 foot strip of the Real Property resulted in a lease between Postal Partners, LLC and the City of Madison dated March 29, 2007, which was recorded with the Dane County Register of Deeds on April 4, 2007 as Document Number 4295324, amended pursuant that certain lease amendment dated November 29, 2023 and recorded with the Dane County Register of Deeds on November 30, 2023 as Document Number 5936342 and assigned to Declarant as part of the transfer of the Real Property on or about \_\_\_\_, 2023 (the "Postal Partners Lease"). The Postal Partners Lease expires on January 23, 2037. The location of the encroachment, as shown on the CSM, is within the Common Elements. As such, contemporaneously herewith, the City of Madison has assigned the Postal Partners Lease to the Declarant in connection with the creation of the Condominium, provided, however, all rights and obligations and benefits of the Postal Partners Lease (other than the right of access to the Common Elements pursuant to the Postal Partners Lease) shall be the obligation of the City of Madison, including, without limitation the right of the City of Madison to receive the rent paid thereunder. Notwithstanding the foregoing, by acceptance of a Deed to a Unit, each Unit Owner agrees and acknowledges that any rent paid under the Postal Partners Lease shall belong to and be remitted to the Unit 1 Owner so long as the City of Madison owns Unit 1, for as long as the same is paid under the Postal Partners Lease. At any time when the City of Madison is not the

Unit 1 Owner, or upon expiration of the current term of the Postal Partners Lease, all rent under the Postal Partners Lease shall be paid to the Association.

## **ARTICLE V**

### **LIMITED COMMON ELEMENTS**

5.01 Definition. “Limited Common Elements” shall mean those Common Elements identified on the Plat as reserved for the exclusive use of the Owners of one or more but less than all of the Units.

5.02 Description of Limited Common Elements. The Limited Common Elements are shown on the Plat and identify to which Unit such Limited Common Elements relate.

5.03 Use of Limited Common Elements. Except as otherwise provided herein or in the Bylaws of the Association or as may be regulated by the Association, pursuant to its adopted Rules and Regulations, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, as hereinafter defined, who have the exclusive use of such Limited Common Elements. Each Unit Owner shall have the perpetual unrestricted right of ingress and egress from said Owner’s Unit over said Limited Common Elements.

## **ARTICLE VI**

### **USES**

6.01 Permitted Uses. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for those purposes only as permitted in the City of Madison zoning code and any conditional use permits issued thereunder, any other applicable governmental ordinances, rules, or regulations.

Furthermore, the use of the Units, Limited Common Elements, and Common Elements shall comply with the any restrictions contained in the Condominium Documents. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners.

6.02 Leasing; Management. Except for the leasing of parking stalls by Unit 1, no Unit or portion thereof shall be leased or rented for commercial or residential purposes unless said lease or rental agreement includes the provisions set forth in (a) and (b) below. Further, no Unit Owner shall engage a property manager for the management of its Unit unless such property management agreement contains the provisions set forth in (a) and (b) below.

(a) Any lease or property management agreement shall contain a provision obligating all commercial and residential tenants and property managers to abide by this Declaration and the Rules and Regulations. The Unit Owner of a leased Unit shall be responsible for providing any commercial or residential tenant and property manager with a copy of the Rules and Regulations, which may be amended pursuant to the Bylaws.

(b) Any lease or property management agreement shall provide that any default arising out of the commercial or residential tenant or property manager's failure to abide by the Rules and Regulations shall be enforceable by the Unit Owner. The Board may also enforce a tenant or property manager's default against the Unit Owner, and the Association shall have all rights and remedies provided under the Declaration and the Rules and Regulations.

Each Unit Owner of a Unit shall remain liable for the compliance of its tenants and property manager(s) with all provisions of the Declaration, Bylaws and Rules and Regulations of the Association.

6.03 Signage; Awnings. Each Unit Owner is entitled to install signage or awnings upon or within their Unit. All signage and awnings located upon or within the Condominium shall be subject to applicable law.

6.04 Enforcement. This Article VI shall be binding upon all Unit Owners and shall be enforced by the Remedies set forth in Article XVIII hereof. Any and all attorneys' fees and other expenses incurred by the Board in the enforcement of this article shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit as herein further provided.

## **ARTICLE VII**

### **UNIT OWNER**

A "Unit Owner" shall mean a person, partnership, corporation, or other legal entity or any combination of them who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract, Unit owner shall mean the land contract purchaser, subject to Section 8.03 hereof.

## **ARTICLE VIII**

### **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

8.01 Definition. "Association" shall mean the State Street Campus Condominium Owners Association, Inc., a Wisconsin non-stock corporation organized and existing under and pursuant to, Chapter 181, Wis. Stats.

8.02 Board of Directors. The affairs of the Association shall be governed by the Board as more particularly set forth in the Articles of Incorporation and Bylaws of the Association.

8.03 Membership. Every Unit Owner shall be entitled and required to be a member of the Association and shall be subject to the Condominium Documents. If title to a Unit is held by more than one person, said owners shall decide on one person to be considered the legal owner. A Unit Owner of more than one Unit shall be entitled to one membership for each Unit owned by such Unit Owner. Each such membership shall be appurtenant to the Unit upon which it is based, and shall be transferred automatically by conveyance of that Unit. No person(s) or entity other than a Unit Owner may be a member of the Association, and a membership in the

Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be, but shall not be required to be, assigned to a first mortgagee as further security for a loan secured by a lien on a Unit or to a tenant under a lease. In a case where a vote is assigned to a first mortgagee or a tenant, evidence of such assignment shall be recorded in the office of the Dane County Register of Deeds.

Further, as provided in Article VII hereof, one who holds a land contract purchaser's interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the office of the Dane County Register of Deeds.

8.04 Voting Rights. Each Unit shall be entitled to the number of votes equal to its Percentage Interest (i.e., Unit 1's Percentage Interest is 49%, therefore Unit 1 has 49 votes); however, all of the votes from one Unit must be cast as a whole. No vote of the Unit Owners shall be effective at reducing or limiting the rights of a Unit Owner, without such Unit Owner's approval and consent.

The votes for each Unit shall be cast as agreed by the person(s) who have an ownership interest in such Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented.

8.05 Election of Board. Each year, there shall be an annual meeting of the members which shall occur in May (which meeting can occur through telephone conference call, video conference call, or e-mail) at which members of the Board shall be elected. Prior to the date that Unit 3 is conveyed to an individual or entity other than the City of Madison, there shall be four members of the Board, with two members appointed by the Owner of Unit 1 and Unit 3, and two members appointed by the Owner of Unit 2. After Unit 3 is conveyed to an individual or entity other than the City of Madison, there shall be five members of the Board, with two members appointed by the Owner of Unit 1, two members appointed by the Owner of Unit 2, and one member appointed by the Owner of Unit 3.

8.06 Supplement. The provisions of this Article are to be supplemented by the Articles of Incorporation and Bylaws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Unit Owners as set forth herein.

## **ARTICLE IX**

### **ALTERATIONS, IMPROVEMENTS, AND REPAIRS AND MAINTENANCE TO UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS**

9.01 Units. Each Unit Owner shall be responsible, at such Unit Owners' sole cost and expense, for the decoration, furnishing, housekeeping, general cleanliness, maintenance, repair, and replacement of the Unit and all improvements constructed within the Unit. Each Unit shall at all times be kept in good condition and repair.

If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to another Unit or Common Elements (including the Limited Common Elements), the Association shall have the right to access the Unit to correct such condition or to restore the Unit or portion thereof. Such access shall only occur by the Board or contractors hired by the Board, and only after having given the Unit Owner thirty (30) days prior written notice, except no notice shall be required in the event of an emergency. In any such case, the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore to the Association, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII. If a Unit Owner gives the Association notice of a condition within another Unit causing damage to the advising Unit Owner's Unit and the Association fails to give the Owner notice of its intent to commence to take action within ten (10) days of the Unit Owner's notice to the Association, the damaged Unit Owner shall have the right to give the above described 30-day notice and cause the cure and to recover the cost thereof in accordance with this section.

9.02 Limited Common Elements. Each Unit Owner shall be responsible, at such Unit Owner's sole cost and expense, for the decoration, furnishing, housekeeping, general cleanliness, maintenance, repair, and replacement of the Limited Common Elements and all improvements constructed within the Limited Common Elements, which use is reserved to the Unit solely.

If the applicable Unit Owner(s) fail(s) to keep the general appearance and cleanliness of a Limited Common Element or perform the maintenance, repair, and replacement of improvements therein, or the Limited Common Element falls into disrepair so as to create a dangerous, unsafe condition, or a condition that results in damage to the another Unit or a Common Elements the Association, upon thirty (30) days prior written notice to the Unit Owner(s) of such appurtenant Unit(s), shall have the right to correct such condition and the Unit Owner(s) of such appurtenant Unit(s) shall promptly reimburse the Association for the cost thereof in accordance with the cost sharing provisions set forth on Exhibit D. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

9.03 Shared Maintenance and Cost Allocations. The Association and the Unit Owners shall be responsible for the use, testing, maintenance, repair, and replacement of certain Common Elements and/or Shared Common Elements Systems, as set forth on Exhibit D attached hereto and incorporated herein (the "Shared Maintenance Obligations"). If an equipment or system that serves more than one Unit is not identified as a shared obligation on Exhibit D, then the parties agree the costs associated with the maintenance, repair and replacement of such item shall be shared equally between the Units such equipment or system serves. Each Unit Owner shall complete their designated Shared Maintenance Obligations from time to time as needed, and shall maintain such areas in good, clean, and attractive order and repair. The costs incurred by the Unit Owner responsible for the Shared Maintenance Obligations shall be borne by that Unit Owner and are not subject to reimbursement by the other Owners of the other Unit or the Association, except as noted in Exhibit D. In the event that the assigned Unit Owner does not perform its work, then any other Unit Owner may provide written notice to the responsible Unit Owner identifying the work to be performed and if said work is not done within thirty (30) days

from the date the responsible Owner receives the notice, then the other Unit Owner may perform said work and bill back the responsible Unit Owner. All amounts due for such work shall be paid within thirty (30) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

The Association shall enter into contracts for the Shared Common Element Systems. The Association may delegate the responsibility for securing bids for the inspections, testing, monitoring, maintenance, repairs, and replacements of the items noted in Exhibit D (except for any scope that does not apply to all the Units) and the party obtaining the same shall share all such bids or contract recommendations with the Association and Unit Owners for approval. In order to simplify matters, any Association contract may specify therein the amount due by each Unit Owner, consistent with the allocation set forth in Exhibit D for such item, and in such case, the Unit Owners specified shall directly pay the contractor their portion of the contract amount within the time frame specified in the Association contract. In the event a Unit Owner has not paid its share of the contract amount within the contract time listed in the Association contract, then the other Unit Owner(s) may pay it in order to avoid default, and bill the Unit Owner who has not paid their share of the contract amount plus consideration equal to twenty percent of the amount due/paid by the curing Unit Owner. This total amount shall be due within thirty (30) days of notice of payment by the curing Unit Owner. If the amount is not paid within the 30-day time period then interest shall accrue on the balance in the amount of one percent (1%) per month.

9.04 Damage Caused by Unit Owners. Notwithstanding the provisions of Sections 9.01, 9.02 and 9.03, to the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Limited Common Element, or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner (including such a Unit Owner's tenants, agents, employees, contractors, customers or invitees); or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element, or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association), or (iii) the Association is required to restore the Common Elements, Limited Common Elements, or the Unit following any alteration of a Common Element or Limited Common Element, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall reimburse the Unit Owner or Association, as applicable. If any Unit Owner has made payment on behalf of another Unit Owner hereunder and such defaulting Unit Owner does not reimburse such paying Unit Owner within thirty (30) days of written demand, such paying Unit Owner shall have the right to file a lien on such defaulting Unit Owner's Unit in the same manner that the Association would have the right to file a lien upon such Unit if the Association had performed on behalf of the defaulting Unit Owner.

9.05 Entry by Association. Provided that forty-eight (48) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element or both, at reasonable times and under reasonable conditions, when, in the opinion of said authorized officials or agents, entry is necessary in connection with any maintenance, construction or repair of Common Elements and for any other matter for which the Association is responsible, including, without limitation, repair or replacement of any portion of the Limited

Common Elements or a Unit for which the Unit Owner(s) would otherwise be directly responsible. The entry shall be made with as little inconvenience to the Unit Owner and its tenants as possible under the circumstances, and during normal business hours, if possible. In no event shall such entry constitute a trespass. Any damage caused thereby shall be repaired by the Association and, if the result of a default, shall be paid by the responsible Unit Owner(s) as provided herein. Notwithstanding the foregoing, in the event of an emergency, the forty-eight (48) hour prior notice requirement shall not apply, although prior notice to the any affected Unit Owners (and any tenant, if applicable) shall be attempted personally, or by email or telephone. Notwithstanding the foregoing, this section does not allow any officials or agents of the Association to enter into any residential premises or commercial premises, and in the event access is needed into such premises, unless such officials or agents shall have given the applicable tenant the same notice required hereunder to be given to the applicable Unit Owner(s) or unless such access is pursuant to the terms of the applicable lease.

#### 9.06 General Requirements.

(a) All work done in connection with any alteration to a Unit, the Limited Common Elements, or the Common Elements shall be completed in a good and workmanlike manner in accordance with all applicable statutes, codes, and ordinances, and free from all liens. Except for maintenance and minor repair work by a Unit Owner to its Limited Common Elements, to the extent allowed or required by this Declaration) and/or those mechanical systems serving its Unit to the extent located within the Common Elements, and except for the removal of the Bridges, which may be done in the sole discretion of the Unit 1 Owner, any material work done by or on behalf of a Unit Owner to the exterior of the Building or in the Common Elements shall require the prior written approval of the Board to the extent the work is not consistent with the maps, plans, and specifications used in the original construction, which approval shall not be unreasonably withheld, conditioned, or delayed. No such work shall commence without all required permits have been issued the City. All work shall be done in a good and workmanlike manner.

Any Unit Owner who makes any alterations to its Unit or the Limited Common Elements serving its Unit, to the extent allowed or required by this Declaration shall: (a) be responsible for claims of third parties for personal injury or property damage from work performed in connection with any alterations, improvements, repairs, or maintenance; (b) provide the other Unit Owners with reasonable notice of the work to be performed, together with estimates of the time necessary to accomplish such work if such work could reasonably be anticipated to cause interference with the other Units; (c) use reasonable efforts to minimize disruption of the use of the Condominium, and (d) repair and restore all parts of the Condominium affected by the work, whether or not included in the Unit, Limited Common Element, or Common Element being altered, improved, repaired, or maintained, including, but not limited to installing finishes to exterior walls and both sides of interior walls comparable to the finishes on any adjoining walls and installing doors, doorways, and other ingress and egress points required by the City and Building Codes for those Units affected by the work done by or on behalf of a Unit Owner. A Unit Owner shall do no act nor any work that will impair the structural integrity of the Building.

(b) If any proposed improvements or alterations are reasonably expected to have an adverse impact on one or both of the other Unit Owners, then a Unit Owner may make improvements and alterations to its Unit or its Limited Common Elements only after providing

such other Unit Owner(s) with advance written notice of the other affected Unit Owners outlining the anticipated timeline for the work.

(c) Notwithstanding anything to the contrary, a Unit Owner may not change the exterior dimensions or exterior appearance of a Unit (including, without limitation, any portion of the Limited Common Elements), or make improvements or alterations to the Unit beyond the footprint for that Unit or Limited Common Elements, as applicable, as shown on the Plat, or impair any easement, without the prior written consent of the Board. To the extent required by law, any approved improvement or alteration that changes the exterior dimensions of a Unit or Limited Common Elements must be evidenced by recording a modification to this Declaration and the Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum.

## ARTICLE X

### INSURANCE AND INDEMNIFICATION

10.01 Fire and Extended Loss Insurance for the Common Elements. The Association shall obtain and maintain fire, casualty, and special form insurance coverage on an all-risk basis that includes coverage for the Common Elements and any Shared Common Element Systems, interior improvements and fixtures located therein (collectively the “Insured Property”) on a replacement cost basis, for an amount not less than the full replacement value of the Insured Property. Upon a Unit Owner's request, the Association shall provide the Unit Owners with a certificate of insurance evidencing the coverage required in this Article and provide a waiver of subrogation to the Unit Owners.

The insurance maintained by the Association shall be written on the Condominium’s Common Elements and Shared Common Element Systems in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and will list each Unit Owner as an additional insured. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee . All premiums for such insurance shall be paid as set forth in Exhibit D. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the first mortgagees and distributed as provided in Section 10.06

10.02 Commercial General Liability Insurance – Association. The Association shall obtain and maintain a commercial general liability insurance policy insuring the Association against any liability arising out of the maintenance, repair, ownership, or use of Common Elements. Liability coverage shall be for at least Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate or such higher limit as may be determined by the Board from time to time. Upon a Unit Owner's request, the Association shall provide the Unit Owners with a certificate of insurance evidencing the coverage required in this Article, and shall name the Unit Owners as additional insureds on such coverage.

The cost and expense for the insurance described in Articles 10.01 and 10.02, and the amount to be paid for any deductible payable in conjunction with any claim for the repair or

reconstruction of the Insured Property, shall be allocated among the Units in the percentages specified for such expenses and deductible in Exhibit D attached hereto.

In addition, the Association shall maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least One Million Dollars (\$1,000,000), or such higher minimum amounts as are needed in the discretion of the Board to comport with the prevailing commercial practice.

10.03 Commercial General Liability Insurance – Unit Owners. The Unit Owners of each Unit shall obtain and maintain a commercial general liability insurance policy insuring the Unit Owners of such Unit against any liability arising out of the maintenance, repair, ownership, or use of its Unit. The amount of liability coverage shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate or such higher limit as may be determined by the Association from time to time. Each Unit Owner shall provide the other with a certificate of insurance evidencing the coverage required in this Article.

10.04 Unit Owners' Insurance. Because each Unit constitutes an independent use and all of the improvements necessary to support the independent use, and because the independent uses are so diverse, notwithstanding Section 703.17 Wis. Stats., each Unit Owner shall obtain and maintain fire, casualty, and special form extended insurance coverage on an all-risk basis for the full replacement cost of the Unit Owner's Unit including, but not limited to, any interior improvements and fixtures owned by the Unit Owner. Each Unit Owner shall provide the Association with a proof of such insurance. Each Unit Owner shall obtain a waiver of subrogation endorsement for said insurance.

If any Unit Owner fails to obtain and maintain such insurance, the Association may as trustee for the Unit Owner, obtain such insurance and the Unit Owner shall reimburse the Association within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Article XIII.

In addition, each Unit Owner is strongly encouraged to obtain other various types of insurance they deem necessary. Each Unit Owner is encouraged to submit copies of the disclosure materials to their respective insurance carriers in order to ensure adequate property and liability coverage on their personal property and Units. No Unit Owner shall store material or conduct any activity which would increase the insurance rates on the Condominium.

10.05 Insurer Requirements. All insurance hereunder shall be obtained from generally acceptable insurance carriers qualified to do business in the State of Wisconsin.

The insurance policies acquired by all hereunder shall respectively provide that any insurance acquired hereunder cannot be canceled, invalidated, or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without at least thirty (30) days prior written notice to the Association and which notice gives the Association an opportunity to cure the defect within that time.

10.06 Disbursement. Insurance proceeds for damage or destruction of the Common Elements shall first be used by the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and first mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless a court has ordered partition of the Condominium property or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored. In such case, the Unit Owners shall receive a share of such proceeds in accordance with their Percentage Interest.

10.07 Commencement. All insurance required by this Declaration to be carried by the Association shall be purchased and maintained by the Association commencing on or before the date Declarant sells any Unit.

10.08 Indemnification by Association. The Association shall be liable to and hereby agrees to indemnify, save harmless, and defend the Unit Owners, their officers, officials, agents, and employees against all loss or expense (including, without limitation, liability costs and reasonable attorneys' fees) from any and all claims, demands, liabilities and causes of action of whatever kind or nature related to the Common Elements, to the extent occasioned in whole or in part by any act or omission of the Association or its board members, officers, members agents, contractors, subcontractors, invitees, or employees, which may now or hereafter be made against them, except for acts or omissions resulting from misconduct or willful negligence of the Unit Owners. The provisions of this paragraph shall survive termination of this Agreement.

10.09 Indemnification Between Unit Owners. Each Unit Owner shall be responsible for its own acts, errors, or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees, and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities to the extent such losses, claims, and liabilities are attributable to its own acts, errors, or omissions and the acts, errors, or omissions of its employees, officers, officials, agents, boards, committees, and commissions. It is not the intent of any party to waive, limit, or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.

## **ARTICLE XI**

### **RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION**

11.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed by the Association. If any portion of the Limited Common Elements become damaged or destroyed by any cause, the damaged Limited Common Elements shall be repaired or reconstructed by the Unit Owner in control of said Limited Common Elements. If the damage is substantial, the Association shall put to a vote of the Unit Owners and their mortgagees the question of whether to reconstruct or repair. If 100% of the Unit Owners and their mortgagees elect not to reconstruct or repair, the Board shall take measures to cause the dissolution of the Condominium, the sale of the Real Property, and the sharing of the sale proceeds and the insurance proceeds in accordance with the Unit Owners' Percentage

Interest. Each Unit Owner shall be entitled to the entire proceeds of any insurance carried by such Unit Owner.

11.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable and unless otherwise required due to changes in the building or zoning code, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) the Board unanimously authorizes the variance in the case of reconstruction of or repair to the Common Elements and (2) 100% of the first mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications. If a variance is authorized from the maps, plans, and specifications contained in the Plat or this Declaration, an addendum to Plat or amendment to Declaration as necessary shall be recorded by the Association setting forth such authorized variance.

11.03 Responsibility for Repair. Subject to the provisions of this Declaration, in all cases after a casualty has occurred to the Common Elements, the Association shall have the responsibility of reconstruction and repair, and shall immediately obtain reliable and detailed estimates of the cost to rebuild or repair.

11.04 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to cover the costs of reconstruction and repair of the Common Elements, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be shared in accordance with their Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and first mortgagees involved.

11.05 Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any property taken by eminent domain are referred to herein as Construction Funds. It shall be presumed that the first monies disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners in accordance with their Percentage Interest.

11.06 Damage or Destruction of Unit. Following any damage or destruction to any Unit or improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as reasonably possible unless a determination not to restore is made pursuant to Section 11.01 hereof.

## **ARTICLE XII**

### **EMINENT DOMAIN/CONDEMNATION**

12.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

- (a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in accordance with their Percentage Interest.

12.02 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed to a complete, cohesive condition of the same or similar utility as prior to such taking. Any surplus after the restoration or reconstruction of the Common Elements shall be allocated to all Unit Owners in accordance with their Percentage Interest.

12.03 Plans and Specifications for Common Elements. Any restoration or reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless approved by the Board and 100% of the first mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Plat or this Declaration, an addendum to the Plat or an amendment to the Declaration shall be recorded as necessary by the Association setting forth such authorized variances.

12.04 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild. Each Unit Owner shall be responsible for rebuilding his, her or its Unit.

12.05 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of restoration or reconstruction by the Association, Special Assessments shall be levied against each Unit in accordance with their Percentage Interest in sufficient amounts to provide funds for the payment of such costs.

12.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of restoration or reconstruction shall be from the award for condemnation. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in accordance with their Percentage Interests.

## **ARTICLE XIII**

### **SPECIAL ASSESSMENTS**

13.01 Assessments. The Association shall have the power to determine any annual assessment to be paid by the Unit Owners consistent with the allocations set forth in Exhibit D attached hereto. The Association may, whenever necessary or appropriate, levy Special Assessments against the Unit Owners, or any of them, for deficiencies in the case of the repair and maintenance of the Common Elements or Units or in the event of destruction or condemnation as set forth in this Declaration; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium,

provided that such assessments may only be made to the extent such cost is, at least in part, the type of cost that said Unit Owner is responsible for paying under this Declaration or the Act. Special Assessments shall be paid at such time and in such manner as described herein or as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Act.

13.02 Certificate of Status. The Association shall, upon the written request of a Unit Owner, purchaser, or first mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

13.03 Enforcement. Any Special Assessments, together with such interest as the Association may impose hereunder or in the Bylaws for delinquencies and with the costs of collection and actual attorneys' fees, shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16 of the Wisconsin Statutes.

13.04 Suspension of Voting Rights. If any Special Assessment is delinquent and a statement of Condominium lien as described in Section 703.16(9) of the Wisconsin Statutes has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner.

13.05 Lien for Non-Payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorneys' fees. The lien may be filed in the office of the Dane County Clerk of Circuit Court by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest, and costs of collection including actual attorneys' fees. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she or it shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute that may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

13.06 Foreclosure. In the event the mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for more than six months of the total share of assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which became due prior to the acquisition of title.

**ARTICLE XIV**

**POWERS OF DECLARANT**

14.01 Waiver of Declarant Control. The Declarant waives any and all rights of Declarant control under Chapter 703 of the Wisconsin Statutes.

**ARTICLE XV**

**RIGHT TO EXPAND**

This Condominium is not subject to any right to expand.

**ARTICLE XVI**

**AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended by the unanimous written consent of the votes of the Unit Owners, provided, however, that no such consent is effective until approved in writing by each of the consenting Unit Owners' underlying first mortgagee.

No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. A copy of the amendment shall be mailed or personally delivered to each Unit Owner at such Unit Owner's address on file with the Association.

**ARTICLE XVII**

**NOTICES**

17.01 Notices to Resident Agent. The person to receive service of process for the Association shall be the person identified as the Registered Agent for the Association on record with the Wisconsin Department of Financial Institutions, with a copy to the City Attorney for the City of Madison, 210 Martin Luther King Jr., Blvd. Room 401, Madison, Wisconsin 53703, so long as the City of Madison owns a Unit, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions or successor office.

17.02 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, signed by the person sending the same, and shall be personally delivered, sent by certified mail, return receipt requested and postage prepaid, or sent by recognized overnight courier to the address of the parties specified below.

With respect to Unit 1 and/or Unit 3, so long as either or both Units are owned by the City of Madison, notice to such Unit Owner(s) shall be provided as follows:

City of Madison City Attorney's Office  
210 Martin Luther King, Jr., Blvd. Room 401  
Madison, WI 53703

With respect to Unit 2, notice to its Unit Owner shall be sent to the mailing address of said Unit Owner as stated in the property tax records.

For purposes of this Declaration, all time periods with respect to notice shall commence on the date that personal delivery is made, the date upon which the certified mail notice is mailed to the Unit Owner, plus three days, or the date which is one (1) business day after deposit with a recognized overnight courier.

17.03 Notices to Mortgagees. Any first mortgagee of a Unit shall be entitled to notice of (a) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing the mortgage or land contract, (b) any default under the Condominium Documents, (c) a lapse, cancellation or material modification of any insurance policy maintained by the Association, and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders at the address for said mortgagee set forth in the Mortgage executed in favor of said mortgagee and recorded against said Unit. Said mortgagee shall have the right to cure the default of the Unit Owner within thirty (30) days after the cure period for said Unit Owner expires.

## **ARTICLE XVIII**

### **REMEDIES**

The Association or any Unit Owner shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both. Liability among multiple Owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Madison or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Notwithstanding the foregoing, no Unit Owner shall be entitled to collect charges and assessments under Article XIII. The Association or the enforcing Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages from such defaulting Unit Owner for a violation of, this Declaration. Any damages collected by the Association or such enforcing Unit Owner shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the Owners of the Units damaged by the violation, and if more than one, allocated in accordance with their Percentage Interest as compared to the total of the Percentage Interest of the Units so damaged.

Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article XIII. In addition to all other

remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws.

## **ARTICLE XIX**

### **EASEMENTS**

(a) Easement Through Common Elements for Utility Services. A blanket perpetual easement is hereby reserved over, through and under the Common Elements for ingress and egress for present and future utility services, including but not limited to, easements for drainage, water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, heating and cooling components, electrical wires, electrical vault, telephone, cable and/or internet wires, security wires, street lights and for any other purposes for which a blanket easement is created upon, across, over, through or under the herein described real estate for the purposes set forth above, whether or not any such (blanket) easement or easements are shown on the exhibits attached hereto.

(b) Ingress and Egress for Association. The Association is hereby granted a perpetual easement over, through and under the Units, the Limited Common Elements, and Common Elements for ingress and egress for the purpose of performing any maintenance, repairs or replacements which are the obligation of the Association, to correct any condition originating in a Unit and threatening another Unit or the Common Elements, and to install, alter or repair mechanical or electrical services or other Common Elements in a Unit or elsewhere in the Condominium.

(c) Vehicular Access Between Hawthorne Court and Lake Street. A perpetual easement is given by Unit 3 to Unit 1 and Unit 2 across, on and through the Unit 3 Drive Aisle to the extent necessary for Unit 1 and Unit 2 (and their invitees and tenants) to have vehicle access between Hawthorne Court and Lake Street, as shown on the First Floor Plan of the Plat. A Declaration of Public Use shall also be recorded for this area.

(d) Pedestrian Access to Hawthorne Court and Lake Street. A perpetual easement is given by Unit 3 and Unit 1 to Unit 1 and Unit 2 across, under, on and through portions of Unit 3 and Unit 1, to the extent necessary for Unit 1 and Unit 2 (and their invitees and tenants) to have pedestrian access to Hawthorne Court and Lake Street.

(e) Floor Plate Access. A perpetual easement is given by each Unit to the other Units for the use of, and access to, those portions of the floor plates between the Lower Level Floor Plan through the Sixth Floor Plan (the "Floor Plate"), for the purpose of allowing such other Units to access and make changes to the Floor Plate (at its cost) as needed to perform any build-outs, renovations, repairs or maintenance for that Unit's spaces, provided however, that any such work must first be approved in advance by the Unit Owner owning that portion of the Floor Plate affected by the proposed work, which approval shall not be unreasonably withheld, conditioned, or delayed. The Unit Owner performing such work shall be responsible, at its sole cost, for promptly restoring the Floor Plate to the condition it was in prior to being disturbed or damaged. Further, in the event access to additional areas of Unit 1, with the exception of its electric and IT room, is reasonably required in order to complete the construction or for any future reconstruction of the

First Floor spaces that are part of Unit 2, Unit 1 shall grant Unit 2 such temporary access upon request to the Unit Owners of Unit 1 in writing noting the requested area and duration of work, as long as it does not adversely and permanently affect said Unit 1 area, and Unit 2 shall be responsible for restoring such space to the condition it was in prior to being disturbed or damaged by Unit 2.

(f) Utility and Equipment Easement. A perpetual easement is given by Unit 1 to Unit 3 for (i) ingress, egress, and access on, over and through all of Unit 1, and (ii) the use of any portion of Unit 1, including any ducts, wiring, lines, and conduits, as necessary for Unit 3 to install and maintain its utilities, lines and relevant equipment.

(g) Parking Easement. The Parking Easement shall be given by Unit 1 to Unit 2 for ingress, egress, access over and across Unit 1 for the purpose of parking upon certain areas of Unit 1 and allowing Unit 2 to install recharging stations to serve some or all of the parking stalls located within the Parking Easement Area, so long as such recharging stations are separately metered to the Unit 2 Owner. All terms and conditions of the parking easement, including those described herein, shall be set forth in the Parking Easement agreement.

(h) Access Easement to Common Elements. A perpetual easement is given by each Unit Owner to the other Unit Owners for the purpose of allowing a Unit Owner and its employees, tenants, contractors, or agents to cross over, on, and through the granting Unit Owner's Unit when necessary for the purpose of reaching Common Elements, but only to the extent necessary to provide a direct route to such area. The Unit 2 Owner shall provide the Unit 1 Owner with card access fobs to enter the First Floor main entrance, the Fire Command room, the Fire Pump and Water Sprinkler Service rooms that will be on its access control system, and the Unit 1 Owner shall provide the Unit 2 Owner with card access fobs to enter the Generator Room.

(i) Access to Unit 2 Elevators; Stairwells. During any period when Unit 1 is not used for public parking allowing vehicles to park within Unit 1 and pedestrians to walk through Unit 1 in connection therewith, a perpetual easement is given by Unit 1 to Unit 2 to allow the Unit Owner of Unit 2 the right of pedestrian access through Unit 1 to Unit 2 elevators, elevator lobbies, and stairwells.

(j) Garbage Chute. A perpetual easement is given by Unit 1 to Unit 2 to allow the Unit Owner of Unit 2 to maintain, repair, replace, and operate and for itself and its employees, tenants, invitees, agents, and guests of any of them, to use, a garbage chute through Unit 1 to the trash room located within Unit 2. This easement shall include a right of access through Unit 1 to conduct all such maintenance, repair, and replacement.

## **ARTICLE XX**

### **GENERAL**

20.01 Utilities. Each Unit Owner shall pay for its telephone, electrical, cable, natural gas, and other utility services, including sewer and water, which are to be separately metered and billed to each Unit by the respective utility company. Utility bills for Common Elements and the storm/urban forestry bills shall be paid in accordance with Exhibit D.

20.02 Encroachments. If any portion of a Unit, the Limited Common Elements, or Common Elements as shown on the Plat, encroaches upon another, a limited easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, the Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist. The Association may record an amended Plat showing such as-built Units, Limited Common Elements, or Common Elements. Encroachments not so shown shall require agreement of the impacted Unit owner.

20.03 Nuisances. No nuisances shall be allowed upon the property comprising the Condominium, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

20.04 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's Bylaws, or of any Rules and Regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

20.05 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, Bylaws, or any Rules and Regulations, or between any of them, the order of priority of prevalence shall be the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

20.06 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

20.07 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey its Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

20.08 Homestead. The Condominium, or any portion thereof, shall not be deemed to be homestead property of the Declarant.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, this Declaration has been executed this \_\_\_\_ day of \_\_\_\_\_, 202\_.

LAKE STREET STUDENT, LLC, a Delaware limited liability company

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, its authorized member

By: Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, its wholly-owned affiliate

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WISCONSIN )  
 )ss.  
COUNTY OF MILWAUKEE )

Be it known, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, in and for said County and State, personally came \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Northwestern Mutual Investment Management Company, LLC, a Delaware limited liability company, the wholly-owned affiliate of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, the authorized member of LAKE STREET STUDENT, LLC, a Delaware limited liability company, to me personally known to be the person who executed the foregoing instrument, and acknowledged that he executed the same freely and voluntarily for the uses and purposes mentioned in it and as the free act and deed of the said limited liability company, and that the seal of the said limited liability company was thereto affixed by its authority.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

Milwaukee County

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 1 OF CERTIFIED SURVEY MAP NO. 16393 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DANE COUNTY, WISCONSIN ON DECEMBER 01, 2023, IN VOLUME 122 OF CERTIFIED SURVEY MAPS, PAGES 118-122, AS DOCUMENT NO. 5936596, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF ALL OF LOTS 8, 9 AND 10, BLOCK 8, UNIVERSITY ADDITION TO MADISON, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 07 NORTH, RANGE 09 EAST CITY OF MADISON, DANE COUNTY, WISCONSIN.



# City of Madison

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

## Master

**File Number: 92736**

**File ID:** 92736

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/14/2026

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

**Final Action:**

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

### Notes:

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

**Effective Date:**

**Attachments:** 2026 - 2027 3M Scott Sole Source Letter.pdf

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	04/14/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (4/27/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>	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 92736

#### Fiscal Note

The proposed resolution authorizes a noncompetitive, sole source purchase of 3M Scott cylinders for self-contained breathing apparatuses (SCBA) used by the Madison Fire Department in the amount of \$96,960. Funding is available in the Fire Department's 2026 Adopted Capital Budget (Munis #17225). No additional appropriation is required.

**Title**

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

**Body**

WHEREAS, the Madison Fire Department (MFD) currently uses 3M Scott cylinders, harnesses, and facepieces for self-contained breathing apparatuses (SCBA) and needs to replace the aging components;

WHEREAS, 93 cylinders were decommissioned in January 2025 due to failed inspection (15+ years old) and an additional 285 cylinders will be decommissioned over the next three years;

WHEREAS, an alternative cylinder would require the purchase of different SCBAs;

WHEREAS, 3M Scott has announced a six percent (6%) fuel and energy cost increase effective May 1, 2026 in addition to their annual product pricing increase;

WHEREAS, it would be fiscally prudent to purchase cylinders prior to the price increase;

WHEREAS, Jefferson Fire & Safety, Inc. is the only provider of 3M Scott products in Dane County, Wisconsin for public fire protection agencies;

WHEREAS, for the reasons stated above and in the attached noncompetitive selection request form, Jefferson Fire & Safety, Inc. is the only vendor that can provide for the specific needs of the Madison Fire Department;

WHEREAS, the estimated cost of the 3M Scott cylinders and SCBA components is \$96,960;

WHEREAS, MGO 4.26(2) requires goods to be purchased using a competitive process approved by the Finance Director, and under the Finance Director's Purchasing Guidelines, Common Council approval is required to purchase goods of \$75,000 or more without a competitive process;

NOW, THEREFORE, BE IT RESOLVED, the Common Council authorizes the purchase of cylinders from Jefferson Fire & Safety, Inc.



**3M Commercial Center**  
**Safety and Industrial Business Group**  
3M Center, Building 0223-03-N-31  
St. Paul, MN 55144-1000  
651-733-1110

**February 18, 2026**

**RE: Request to confirm status as a 3M Authorized Distributor in connection with 3M Scott Products for Tim Mrowiec, Deputy Chief of Madison Fire Department.**

To whom it may concern,

This letter confirms that Jefferson Fire & Safety is the only 3M-authorized distributor, through December 31, 2027, for reselling 3M Scott Products within Dane County.

Sincerely,

*Andrew Weber*

Andrew Weber  
Commercial Center Manager  
3M Safety and Industrial Business Group  
North America



# City of Madison

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

## Master

**File Number: 92760**

**File ID:** 92760

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/15/2026

**File Name:** Authorizing the Mayor and City Clerk to enter into a competitively selected contract for Purchase of Services (Design Professionals) with KL Engineering to provide professional engineering and landscape architecture consultant design services and construc

**Final Action:**

**Title:** Authorizing the Mayor and City Clerk to enter into a competitively selected contract for Purchase of Services (Design Professionals) with KL Engineering to provide professional engineering and landscape architecture consultant design services and construction administrative services for the Warner Park Southeast Recreation Area Improvements project located at 2930 N. Sherman Avenue. (District 12)

### Notes:

**Sponsors:** Regina M. Vidaver And Julia Matthews

**Effective Date:**

**Attachments:** RFP 15007 Award Recommendation.pdf, RFP 15007 Summary Scoresheet.pdf

**Enactment Number:**

**Author:** Brian Kowalski

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Parks Division	04/15/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Board of Public Works (4/22/26), Finance Committee (4/27/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	BOARD OF PUBLIC WORKS		04/22/2026	Pass
	<b>Action Text:</b>	A motion was made by Madison, seconded by Glenn, to Refer to the BOARD OF PUBLIC WORKS. The motion passed by voice vote/other.					
	<b>Notes:</b>	Additional referral to Finance Committee.					
1	BOARD OF PUBLIC WORKS	04/21/2026	Referred	FINANCE COMMITTEE			
	<b>Action Text:</b>	This Resolution was Referred to the FINANCE COMMITTEE					

1 BOARD OF PUBLIC WORKS 04/22/2026 RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER Pass

**Action Text:** A motion was made by Kliems, seconded by Meisenheimer, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

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**Text of Legislative File 92760**

**Fiscal Note**

The proposed resolution authorizes the Mayor and City Clerk to enter into a contract for with KL Engineering to provide professional engineering and landscape architecture consultant design services and construction administrative services for the Warner Park Southeast Recreation Area Improvements project at an estimated cost of \$169,900. Funding for the project is available in the Parks Division's 2025 Adopted Capital Budget (Munis #17421). No additional appropriation is required.

**Title**

Authorizing the Mayor and City Clerk to enter into a competitively selected contract for Purchase of Services (Design Professionals) with KL Engineering to provide professional engineering and landscape architecture consultant design services and construction administrative services for the Warner Park Southeast Recreation Area Improvements project located at 2930 N. Sherman Avenue. (District 12)

**Body**

WHEREAS, the Warner Park Southeast Recreation Area Plan was adopted by the Board of Park Commissioners on July 10, 2024; and,

WHEREAS, the Parks Division and Parks-Planning and Development requires consulting services in order to complete the Design Development, Construction Documentation, Bidding and Construction Administration phases of the Warner Park Southeast Recreation Area Improvements; and,

WHEREAS, KL Engineering has been selected through a "Request for Proposal" process, and is the final selection candidate in accordance with MGO Section 4.26 of Madison General Ordinances and in accordance with Administrative Procedure Memorandum No. 3-3, "Retaining Architect, Professional Engineers, Designers and Land Surveyors for Consultant Service;" and,

WHEREAS, Parks Division - Planning and Development worked with the Purchasing Division to issue RFP 15007-0-2026-TJ to solicit proposals for such services, and received four proposals; and,

WHEREAS, an evaluation team administered by the Purchasing Division and consisting of relevant department staff from Parks Planning and Development and Engineering Stormwater conducted a detailed evaluation, scored and ranked each of the proposals using criteria including professional licensing, similar project scope experience, cost, and other professional criteria; and KL Engineering was selected through this process; and,

WHEREAS, not a determinate in the selection process, KL Engineering is registered on the City of Madison local business roster,

NOW THEREFORE BE IT RESOLVED, that the Common Council hereby authorizes the Mayor and City Clerk to enter into a contract for Purchase of Services (Design Professional) in a form

to be approved by the City Attorney, with KL Engineering to provide professional engineering and landscape architecture consultant design services and construction administrative services for the Warner Park Southeast Recreation Area Improvements project located at 2930 N. Sherman Avenue.



# Finance Department

David P. Schmiedicke, Finance Director

City-County Building, Room 406  
210 Martin Luther King, Jr. Boulevard  
Madison, Wisconsin 53703  
Phone: (608) 266-4521  
Fax: (608) 266-5948  
[finance@cityofmadison.com](mailto:finance@cityofmadison.com)  
[www.cityofmadison.com/finance/purchasing](http://www.cityofmadison.com/finance/purchasing)

Purchasing Services

## City of Madison Proposal Award Recommendation

### Proposal award recommended by:

Department name: Parks

Department head name: Eric Knepp Initials: EMK Date: 4/13/2026

**Project name:** Consulting Services for Warner Park Southeast Recreation Area Improvements

**RFP number:** 15007-0-2026-TJ

### Project description:

The City of Madison Parks Division was seeking proposals from qualified professional consultant teams for design services and construction oversight of the Warner Park Southeast Recreation Area Improvements.

### Contract term:

Initial term: April 2026-October 2027

Number of potential renewals: N/A

### Award amount:

Initial term award amount: \$169,660.00

Total potential award amount, including all future renewals\*: \$169,660.00

The award amount is:  Actual contract amount  Estimated contract amount (if yes, explain below)

The Contract Award includes price adjustment terms:  No  Yes (if yes, explain below)

Additional amount information: N/A

### Budget information:

*Enter current and/or next year information if applicable. Enter N/A if not applicable.*

Is there grant funding associated with this project:  Yes

No GL Account: 140070-54645-00000

Project Account: 15663-51-130

Award is contingent on additional budget approval:

Council (Intro)	4/21/2026
Board of Public Works	4/22/26
Finance Committee	4/27/26
Council (Adopt)	May 5, 2026

Budget Comment: Enter details regarding budget, contingency information or County Board Resolution number, or enter N/A.

Current year commitment	\$120,000	Next year commitment*	\$49,660
Current budget available	\$169,660	Next year budget available*	\$

*\*The City may terminate any contract with no penalty if the Common Council fails to appropriate funds for the continuation of the contract for any ensuing fiscal year.*

**Number of proposals received:** 4

**List Proposers' names.**

1. KL Engineering
2. Point of Beginning Inc.
3. Snyder & Associates
4. Wyser Engineering

Panel members first conducted evaluations of proposals independently based on the pre-established criteria determined by the Parks Division. Then, the panel met to discuss all qualitative and quantitative aspects of the proposals and overall ratings as a group. Purchasing staff rated the cost section of the proposals.

**Below is a summary of the scoring**

Section	Max Points	KL Engineering	Point of Beginning Inc.	Snyder & Associates	Wyser Engineering
Technical	65	56.7	37.5	54.6	43.10
Cost	30	21.7	21.0	21.3	30.0
Local Vendor Preferenc	5	5	0	0	5
<b>Total</b>	100	83.4	58.5	75.9	78.1

**Finalist:** KL Engineering

Local Vendor Preference

- How many proposers qualified for Local Preference? **2**
- Was the selected proposer qualified for Local Preference? **Yes**
- Did Local Preference influence the outcome of this RFP? **No**

**Final Award of Evaluation Panel:** KL Engineering

**Additional information (optional):** Enter additional information, list attachments to this form or enter N/A.

Purchasing reviewer: Reviewer name. Initials: TJ Date: 04/07/2026

Awarded by: Committee or authority name. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

15007-0-2026-TJ Consulting Services for Warner Park Southeast Recreation Area Improvements

Criteria	Weight	KL Engineering					Point of Beginning					Snyder & Associates					Wyser Engineering									
						Weighted Average																				
Project Overview and Qualifications	30	10.00	7.00	10.00	7.00	8.00	25.20	4.00	7.00	6.00	7.00	7.00	18.60	6.00	9.00	10.00	8.00	9.00	25.20	6.00	6.00	9.00	5.00	5.00	18.60	
Technical Qualifications	35	10.00	9.00	10.00	8.00	8.00	31.50	3.00	6.00	3.00	9.00	6.00	18.90	5.00	9.00	10.00	9.00	9.00	29.40	5.00	7.00	10.00	7.00	6.00	24.50	
<b>Total</b>	<b>65</b>						<b>56.70</b>						<b>37.50</b>						<b>54.60</b>						<b>43.10</b>	

Comments:

15007-0-2026-TJ Consulting Services for Warner Park Southeast Recreation Area Improvements

Criteria	Weight	KL Engineering	Point of Beginning Inc	Snyder & Associates	Wyser Engineering
Cost					
<b>Phase 1 Tasks:</b>					
General Coordination and Site Investigation		\$6,400.00	Included	\$3,885.00	\$10,000.00
Public Engagement Completion		\$9,200.00	Included	\$2,919.00	\$10,000.00
Final D Material submitted to City		\$54,100.00	Included	\$18,126.00	\$15,000.00
<b>Task 1 Subtotal</b>		<b>\$69,700.00</b>	<b>\$30,000.00</b>	<b>\$24,930.00</b>	<b>\$35,000.00</b>
<b>Phase 2 Tasks:</b>					
75% plans, specifications, & cost estimate submitted to City		\$21,450.00	Included	\$71,811.00	\$20,000.00
Permitting Applications Complete (DNR, Site Plan Review, etc)		\$5,700.00	Included	\$8,388.00	\$2,500.00
100% plans, specifications, & cost estimate submitted to City		\$19,710.00	Included	\$22,365.00	\$15,000.00
Bidding Preparation		\$2,600.00	Included	\$2,220.00	\$7,500.00
<b>Task 2 Subtotal</b>		<b>\$49,460.00</b>	<b>\$65,000.00</b>	<b>\$104,784.00</b>	<b>\$45,000.00</b>
<b>Phase 3 Task</b>					
Pre-construction meeting & preparation		\$1,120.00	Included	\$4,191.00	\$5,000.00
25% Construction Completion		\$11,380.00	Included	\$11,322.00	\$12,500.00
50% Construction Completion		\$18,500.00	Included	\$18,762.00	\$12,500.00
100% Construction Completion		\$19,500.00	Included	\$8,244.00	\$12,500.00
<b>Task 3 Subtotal</b>		<b>\$50,500.00</b>	<b>\$80,000.00</b>	<b>\$42,519.00</b>	<b>\$42,500.00</b>
<b>Total Cost</b>		<b>\$169,660.00</b>	<b>\$175,000.00</b>	<b>\$172,233.00</b>	<b>\$122,500.00</b>
Cost Points	30	21.7	21.0	21.3	30.0
Local Vendor Preference	5	5.0	-	-	5.0
<b>Total</b>	<b>35</b>	<b>26.7</b>	<b>21.0</b>	<b>21.3</b>	<b>35.0</b>

Comments:

15007-0-2026-TJ Consulting Services for Warner Park Southeast Recreation Area Improvements

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Criteria	Weight	KL Engineering	Point of Beginning	Snyder & Associates	Wyser Engineering
Technical score	65	56.7	37.5	54.6	43.1
Cost score	30	21.7	21.0	21.3	30.0
Local Vendor Preference	5	5.0	0.0	0.0	5.0
<b>Total score</b>	<b>100</b>	<b>83.4</b>	<b>58.5</b>	<b>75.9</b>	<b>78.1</b>

Comments:

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# City of Madison

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

## Master

**File Number: 92761**

**File ID:** 92761

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/15/2026

**File Name:** Authorizing an intergovernmental agreement between the City of Madison and the University of Wisconsin-Madison Police Department (UWPD) for lake rescue and emergency medical services support.

**Final Action:**

**Title:** Authorizing an intergovernmental agreement between the City of Madison and the University of Wisconsin-Madison Police Department (UWPD) for lake rescue and emergency medical services support.

**Notes:**

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

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	04/15/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (4/27/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>	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 92761

#### Fiscal Note

The proposed resolution authorizes a five-year contract between the University of Wisconsin-Madison Police Department (UWPD) and the City of Madison Fire Department (MFD) to establish the parameters for cooperative support between UWPD Lake Rescue & Safety and Madison Fire Department for lake rescue and emergency medical services support. The UWPD will reimburse MFD for medical direction services, training, equipment, and expendable EMS products in the amount of \$500 annually per emergency medical responder

(EMR) or supervisor of UWPD Lake Rescue & Safety. Reimbursement funds will be deposited in MFD's Operating Budget. UWPD will be responsible for all costs and liability associated with UWPD employees. No City appropriation is required.

**Title**

Authorizing an intergovernmental agreement between the City of Madison and the University of Wisconsin-Madison Police Department (UWPD) for lake rescue and emergency medical services support.

**Body**

WHEREAS, the UWPD Lake Rescue & Safety team provides a vital lake rescue service for UW-Madison students - and the greater Madison community - who frequent the waters of Lake Mendota;

WHEREAS, the Madison Fire Department (MFD), operated by the City of Madison, has an approved "Emergency Medical Services Program" and a "State Medical Director" under Wis. Stats. §256.12(2);

WHEREAS, MFD and UWPD have determined that each will benefit from UWPD Lake Rescue & Safety team being included in MFD's Emergency Medical Services Program and State Medical Director services as an emergency medical responder;

WHEREAS, the City of Madison and UWPD are authorized by Wis. Stats. § 66.0301 to contract with each other for the receipt or furnishing of services for lake rescue support;

WHEREAS, MFD agrees to integrate the Emergency Medical Responders (EMRs) of UWPD Lake Rescue & Safety into the MFD emergency medical service program. UWPD Lake Rescue & Safety agrees and understands that it will not transport sick, disabled, or injured individuals to a hospital or medical facility, but when appropriate can transport a patient on their boats and transfer care to either MFD Lake Rescue personnel or to shore and transfer care to MFD paramedics;

WHEREAS, UWPD Lake Rescue & Safety shall obtain and maintain emergency medical responder licenses, as defined in Wis. Stats. §256.15 (5); 256.01(5); 256.01(6), for all its personnel providing emergency medical services under the Emergency Medical Services Program and any other license(s) required by law or as may become required by law for the performance of EMR service delivery;

WHEREAS, UWPD Lake Rescue & Safety will conduct at its own expense required skills training and validation for its employees integrated into the Emergency Medical Services Program. MFD will account for UWPD Lake Rescue & Safety personnel training into the electronic records system utilized by MFD;

WHEREAS, MFD will assist with the procurement of equipment and supplies needed to equip UWPD Lake Rescue & Safety boats with the medical equipment and supplies that can be utilized in their scope of practice. MFD will maintain an annual list of requested supplies and will bill UWPD Lake Rescue & Safety for the actual cost of supplies on an annual basis;

WHEREAS, UWPD will pay Madison, on an annual basis, five hundred dollars (\$500) per EMR or supervisor of UWPD Lake Rescue & Safety that MFD will include into its Emergency Medical Services Program;

WHEREAS, this agreement shall be effective following final signatures of all parties, and, unless terminated sooner under provisions elsewhere in this agreement, shall be in effect until December 31, 2026 with the option to exercise up to four (4) annual renewals upon written consent from both parties.

WHEREAS, the City Attorney's Office and City Risk Manager have reviewed and approved the proposed agreement;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Clerk are authorized to sign an intergovernmental agreement, as described above, between the City of Madison and the Board of Regents of the University of Wisconsin System, on behalf of University of Wisconsin-Madison, including its University of Wisconsin-Madison Police Department, for the City of Madison Fire Department to provide lake rescue support;

BE IT FURTHER RESOLVED, the City of Madison Fire Chief is authorized to sign annual contract renewals, after review and approval by the City Attorney and City Risk Manager, for the years 2027-2030.



# City of Madison

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

## Master

**File Number: 92762**

**File ID:** 92762

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/15/2026

**File Name:** Authorizing a Clinical Affiliation Agreement between the City of Madison and the Madison Area Technical College, Inc.

**Final Action:**

**Title:** Authorizing a Clinical Affiliation Agreement between the City of Madison and the Madison Area Technical College, Inc.

### Notes:

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

**Effective Date:**

**Attachments:**

**Enactment Number:**

**Author:**

**Hearing Date:**

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

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Fire Department	04/15/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (4/27/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>	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 92762

#### Fiscal Note

The proposed resolution approves an agreement between the City of Madison and the Madison Area Technical College (MATC) that specifies the parameters under which MATC administers their Emergency Medical Services Program for City of Madison Fire Department's Emergency Medical Services Division students, which includes Firefighter-EMT recruits and Firefighter-Paramedic students. The proposed agreement does not include a financial transaction. No City appropriation is required.

#### Title

Authorizing a Clinical Affiliation Agreement between the City of Madison and the Madison Area

Technical College, Inc.

**Body**

WHEREAS, the Madison Area Technical College (MATC) administers educational curricula for an Emergency Medical Services Program ("Program"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for MATC students enrolled in the Program and employed by the City ("Students");

WHEREAS, the City through its Madison Fire Department (MFD) Emergency Medical Services Division (EMSD) serves patients in various health services through the provision of medical or other services consistent with the Program, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the clinical education setting sites, consistent with the educational objectives of Students and MATC;

WHEREAS, MATC and the City have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in a Clinical Affiliation Agreement;

WHEREAS, the Clinical Affiliation Agreement includes but is not limited to MATC rights and responsibilities, MFD rights and responsibilities, joint rights and responsibilities, Student rights and responsibilities, student health policies, term and termination, indemnification and liability, insurance, and dispute resolution;

WHEREAS, this agreement shall be effective following final signatures of all parties for an initial term of one year and will automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by MFD;

WHEREAS, either party may choose not to renew this agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days advance written notice of its intent not to renew prior to the end of then-current Program;

WHEREAS, the City Attorney's Office and City Risk Manager have reviewed and approved the proposed agreement;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Clerk are authorized to sign a Clinical Affiliation Agreement, as described above, between the City of Madison and the Madison Area Technical College, Inc.



# City of Madison

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

## Master

**File Number: 92475**

**File ID:** 92475

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 03/24/2026

**File Name:** 2025 MPD JAG grant award \$88,319

**Final Action:**

**Title:** Amending the Police Department's 2026 Operating Budget; and authorizing the Mayor and Chief of Police to accept a FY2025 USDOJ Edward Byrne Memorial Justice Assistance Grant for \$88,319, and to utilize these funds to support law enforcement initiatives

### Notes:

**Sponsors:** John W. Duncan

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Asst. Chief P. Valenta

**Hearing Date:**

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

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Police Department	03/24/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (4/27/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>	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 92475

### Fiscal Note

The proposed resolution amends the Police Department's 2026 Adopted Operating Budget and authorizes the application and if awarded, the acceptance of a FY2025 USDOJ Edward Byrne Memorial Justice Assistance Grant for \$88,319. The grant requires that Dane County and the City of Madison submit a joint application under one agency and Mayor Satya Rhodes-Conway and County Executive Melissa Agard have signed the required Memorandum of Understanding regarding a proposed plan for the allocation and administration of any funds awarded. Dane County will receive \$10,820 for the District Attorney Crime Response Program victim/witness services and the Police Department will receive \$77,499 for strategic plan implementation analysis (\$54,000) and Community Policing Advisory Board support (\$23,499). Any interest

earned on the advanced funding will be used by the Police Department for work supplies. There is no impact on the levy.

**Title**

Amending the Police Department's 2026 Operating Budget; and authorizing the Mayor and Chief of Police to accept a FY2025 USDOJ Edward Byrne Memorial Justice Assistance Grant for \$88,319, and to utilize these funds to support law enforcement initiatives

**Body**

WHEREAS, the U.S. Department of Justice through the Office of Justice Programs, Bureau of Justice Assistance has designated the City of Madison to receive a FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) award; and,

WHEREAS, the JAG program supports law enforcement, crime prevention and education, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs; and,

WHEREAS, the terms of the grant require that Dane County and the City of Madison submit a joint application under one agency; and,

WHEREAS, Mayor Satya Rhodes-Conway and County Executive Melissa Agard signed a required Memorandum of Understanding regarding a proposed plan for the allocation and administration of any funds awarded; and,

WHEREAS, previous awards have been utilized in the past to support the efforts of the Dane County District Attorney Crime Response Program and the Madison Police Department.

NOW THEREFORE BE IT RESOLVED that the Police Department is authorized to apply for the FY2025 Edward Byrne Memorial Justice Assistance Grant for \$88,319.

BE IT FURTHER RESOLVED that any grant funds received are appropriated to the Madison Police Department to be used for the purposes of the grant.

BE IT FURTHER RESOLVED that the Police Department is authorized to spend the grant funds in accordance with the grant application, with modifications upon appropriate approvals from funder, the U.S. Department of Justice, as follows:

- Dane County will receive \$10,820 for the District Attorney Crime Response Program victim/witness services
- The Police Department will receive \$54,000 for a strategic plan implementation analysis and \$23,499 to support the six district-based Community Policing Advisory Boards

BE IT FURTHER RESOLVED that any interest earned on the advanced funding will be used by the Police Department for work supplies.

BE IT FURTHER RESOLVED, that the Police Department's operating budget is amended to appropriate any grant funds received to be used for the purposes of the grant, including modifications upon appropriate approvals from the funder.

BE IT FURTHER RESOLVED that the City will enter into a \$54,000 contract with Matrix

Consultants, the original consultant for the strategic plan, for its implementation evaluation, and a \$23,499 contract with the Madison Community Policing Foundation to continue its support of the Community Policing Advisory Boards.

BE IT FURTHER RESOLVED that the Mayor and Chief of Police (or designee) are authorized to sign any award letter and/or contracts necessary to carry out this resolution.

BE IT FINALLY RESOLVED that grant funds not expended as of December 31, 2026, be carried forward until fully utilized.



# City of Madison

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

## Master

**File Number: 92598**

**File ID:** 92598

**File Type:** Resolution

**Status:** Items Referred

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 04/02/2026

**File Name:** MPD WDOA Violence Prevention Grant \$59,640

**Final Action:**

**Title:** Amending the 2026 Police Department operating budget; and authorizing the Mayor to accept a Wisconsin Violence Prevention Program grant award of \$59,650 for an eight-month Gun Violence Reduction Initiative to support those at-risk

### Notes:

**Sponsors:** Yannette Figueroa Cole And John W. Duncan

**Effective Date:**

### Attachments:

**Enactment Number:**

**Author:** Capt. D. Nachtigal

**Hearing Date:**

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

**Published Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Police Department	04/02/2026	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committee (4/27/26), Common Council (5/5/26)				
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>		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 92598

### Fiscal Note

The proposed resolution amends the Madison Police Department's (MPD) 2026 Adopted Operating Budget and accepts a Wisconsin Violence Prevention Program grant award in the amount of \$59,650 for an eight month Gun Violence Reduction Initiative. The funds from the grant will be used for overtime needed to implement the grant (\$59,400) and supplies (\$250). There is no impact on the levy.

### Title

Amending the 2026 Police Department operating budget; and authorizing the Mayor to accept a Wisconsin Violence Prevention Program grant award of \$59,650 for an eight-month Gun Violence Reduction Initiative to support those at-risk

**Body**

WHEREAS, the Wisconsin Department of Administration Office of Violence Prevention will provide \$10,000,000 in funding to support, replicate, and expand effective, evidence-based or evidence-informed violence reduction initiatives, particularly in communities disproportionately impacted by violence through its American Rescue Plan Act of 2021 federal funding; and

WHEREAS, DOA has established five funding categories: suicide prevention and firearms storage, evidence-based violence intervention and outreach, criminal justice-based initiatives, domestic violence prevention and school-based initiatives that various local agencies will be applying for; and

WHEREAS, the Madison Police Department has been working with other local agencies in a Gun Violence Reduction Initiative working group and wishes to create a pilot program that will be a comprehensive policing strategy combining investigations and high-quality service provision, and is designed to reduce gun and domestic violence by identifying the tiny percentage of people most likely to shoot or harm, or be shot or harmed, referring those individuals to services, and deterring retaliatory violence; and

WHEREAS this initiative will collaborate with the Community Safety Intervention Team (CSIT), led by Public Health Madison Dane county, to provide supports services.

NOW THEREFORE BE IT RESOLVED that the Mayor is authorized to accept a Wisconsin State Violence Prevention Program grant award of \$59,650.

BE IT FURTHER RESOLVED that the Police 2026 Operating Budget is amended to appropriate any grant funds received to be used for the purposes of the grant, including modifications upon appropriate approvals from the funder.

BE IT FURTHER RESOLVED that the Finance and Police Departments are authorized to establish and/or maintain accounts as required for the administration of the grant funds.

BE IT FURTHER RESOLVED that grant funds will be used for overtime that may be needed to implement the grant, including for our initiative partners police departments in Fitchburg, Sun Prairie, Middleton, Monona, Verona, Waunakee, Dane County Sheriff's Office and University of Wisconsin-Madison (\$59,400), as well as supplies (\$250).

BE IT FINALLY RESOLVED that the Police and Finance Departments are hereby authorized to pass-through grant funds to the partner organizations above.



# City of Madison

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

## Master

**File Number: 92748**

**File ID:** 92748

**File Type:** Resolution

**Status:** Items Referred

**Version:** 2

**Reference:**

**Controlling Body:** WATER UTILITY BOARD

**File Created Date :** 04/14/2026

**File Name:** Amending the 2026 Water Utility Capital budget to include \$1,635,000 of additional budget authority to the Unit Well 12 Reconstruction project (Alder District 11).

**Final Action:**

**Title:** SUBSTITUTE. Amending the 2026 Water Utility Capital budget to include ~~\$1,635,000~~ \$2,000,000 of additional budget authority to the Unit Well 12 Reconstruction project (District 11).

**Notes:**

**Sponsors:** Regina M. Vidaver And Bill Tishler

**Effective Date:**

**Attachments:** Item 3 - Memo - MWU 2026 Capital Budget Amendment - Unit Well 12 Reconstruction Project.pdf, Item 3 - 92748 v1, Item 3 - V2 Memo - MWU 2026 Capital Budget Amendment - Unit Well 12 Reconstruction Project.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	04/14/2026	Referred for Introduction				
	<b>Action Text:</b>	This Resolution was Referred for Introduction					
	<b>Notes:</b>	Finance Committee (4/27/25), Water Utility Board (4/28/26), Common Council (5/5/26)					
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b>	A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.					
	<b>Notes:</b>	Additional referral to Water Utility Board.					
1	FINANCE COMMITTEE	04/21/2026	Referred	WATER UTILITY BOARD			
	<b>Action Text:</b>	This Resolution was Referred to the WATER UTILITY BOARD					

### Text of Legislative File 92748

[Fiscal Note](#)

The proposed resolution amends the 2026 Adopted Water Utility Capital Budget by increasing the budget for the Unit Well 12 Reconstruction project (Munis #10452) by \$2,000,000. The project budget is currently \$8.0 million, which was approved in the 2025 and 2026 capital budgets. The estimated project cost has increased since the project was planned in 2025, and the Water Utility requires additional budget authority to complete the project.

The Water Utility is requesting a low interest loan through the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program (SDWLP) to fund the increased project budget. If received, the project will be amended to reflect an increase in state funds from the SDWLP loan. The loan would be repaid over a 20-year period. If the loan is not received, the Water Utility will utilize its fund balance or cash reserves.

**Title**

SUBSTITUTE. Amending the 2026 Water Utility Capital budget to include ~~\$1,635,000~~ \$2,000,000 of additional budget authority to the Unit Well 12 Reconstruction project (District 11).

**Body**

WHEREAS, Madison Water Utility Unit Well 12 supply and water storage facility in its existing condition is severely deteriorated, undersized and water storage capacity are unable to meet current demands; and

WHEREAS, Madison Water Utility has committed to rebuild the existing well, pump station and reservoir facility on its existing site and has commissioned design & engineering services to prepare construction plans, specifications and has secured a Public Works bid to reconstruct the facility in 2026 and 2027 (pending City of Madison Public Works Contract 9740); and

WHEREAS, Madison Water Utility has received Construction Authorization from the Public Service Commission of Wisconsin (PSC Ref 3280-CW-125), Wisconsin Department of Natural Resources (DNR Ref W-2025-0627) and secured at least \$8,000,000 in low interest loans from the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program, with current requests for additional loan budget in support of the project; and

WHEREAS, current and competitive bids have been received and authorized for award, which have established current project costs to be higher than originally anticipated when the original project budget was project in the year 2025; and

WHEREAS, based on known current construction costs for the proposed project, Madison Water Utility is requesting additional budget authority to cover all anticipated project costs, which will either be further funded by an expanded Safe Drinking Water Loan Program low-interest loan or Utility cash reserves; and

NOW, THEREFORE, BE IT RESOLVED that the 2026 Water Utility Capital budget is hereby amended to authorize an additional ~~\$1,635,000~~ \$2,000,000 of budget authority to project 10452-~~86-140~~, which is required to proceed with the 2026-2027 reconstruction of Unit Well 12, as described herein.

BE IT FINALLY RESOLVED, that the Finance Director is authorized to adjust the revenue for project 10452 (Unit Well 12 Reconstruction project) to reflect the actual additional funding for the project (Safe Drinking Water Loan Program or Utility cash reserves)."

Memo - MWU 26 Capital Budget Amendment - Unit Well 12 Reconstruction Project - April

2026.pdf



## MEMORANDUM

**Date:** April 21, 2026

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

**From:** Pete Holmgren, Chief Engineer  
Krishna Kumar, General Manager  
January Vang, Finance Manager

**Subject:** Amending the 2026 Water Utility Capital Budget to include \$1,635,000 of additional budget authority for the Unit Well 12 Reconstruction project (Alder District 11).

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## RECOMMENDATION

Staff recommend amending the 2026 Water Utility Capital Budget as described in this memo and the associated resolution.

## BACKGROUND

Madison Water Utility's (MWU) Unit Well 12 Reconstruction project currently has a cumulative budget of approximately \$8.4 million for total project costs. Most of the project budget is dedicated to the project's construction contract, which MWU originally estimated at approximately \$7.4 million. The construction project was bid through the City of Madison's typical Public Works process, with bids received and opened on April 2, 2026.

Three bids were received for the project, with the apparent low bid coming in at approximately \$8.4 million, or approximately 13.5% higher than MWU's construction contract estimate. The number of bids and range of bid prices imply that the apparent low bid can serve as a reasonable baseline for the true project construction costs. On April 8, 2026, MWU recommended to the Board of Public Works (BPW) that the construction contract be awarded, to which the BPW unanimously agreed.

The higher-than-estimated construction costs raise the overall project costs accordingly, and MWU is unable to execute the construction contract without first increasing the project budget in kind.

## FISCAL IMPACTS

This proposed resolution amends the adopted 2026 Water Utility Capital Budget by authorizing an additional \$1,635,000 of budget authority to the Unit Well 12 Reconstruction project (Project



Account No. 10452-86-140). The additional \$1,635,000 in Capital Budget authority would increase the project budget from approximately \$8.4 million to \$10.0 million.

Project expenses up to \$8.0 million have been approved for financing through a low-interest 20-year loan via Wisconsin's Safe Drinking Water Loan Program (SDWLP), administered through the state's Department of Natural Resources. Madison Water Utility is concurrently requesting additional financing capacity from this program to include the increase in project costs. In the event the SDWLP is unable to meet MWU's requested financing increase, then MWU's Utility Construction Fund balance and/or Utility Cash Reserves will cover all project costs above what is covered through the SDWLP.

No increase in MWU debt obligations or borrowing is anticipated because of the proposed budget amendment, nor will there be an increase in water rates to MWU customers from this proposed action.

**LEGISLATIVE PATH:**

- 4/21/2026 Common Council (Introduction)
- 4/27/2026 Finance Committee
- 4/28/2026 Water Utility Board
- 5/5/2026 Common Council (Final Action)

**ATTACHMENTS:**

- A. Memo (this document)



# City of Madison

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

## Master

**File Number: 92748**

<b>File ID:</b> 92748	<b>File Type:</b> Resolution	<b>Status:</b> Items Referred
<b>Version:</b> 1	<b>Reference:</b>	<b>Controlling Body:</b> WATER UTILITY BOARD
		<b>File Created Date :</b> 04/14/2026
<b>File Name:</b> Amending the 2026 Water Utility Capital budget to include \$1,635,000 of additional budget authority to the Unit Well 12 Reconstruction project (Alder District 11).		<b>Final Action:</b>
<b>Title:</b> Amending the 2026 Water Utility Capital budget to include \$1,635,000 of additional budget authority to the Unit Well 12 Reconstruction project (District 11).		
<b>Notes:</b>		
<b>Sponsors:</b> Regina M. Vidaver And Bill Tishler	<b>Effective Date:</b>	
<b>Attachments:</b> Memo - MWU 2026 Capital Budget Amendment - Unit Well 12 Reconstruction Project.pdf	<b>Enactment Number:</b>	
<b>Author:</b>	<b>Hearing Date:</b>	
<b>Entered by:</b> jberndt@madisonwater.org	<b>Published Date:</b>	

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Water Utility	04/14/2026	Referred for Introduction				
	<b>Action Text:</b> This Resolution was Referred for Introduction						
	<b>Notes:</b> Finance Committee (4/27/25), Water Utility Board (4/28/26), Common Council (5/5/26)						
1	COMMON COUNCIL	04/21/2026	Refer	FINANCE COMMITTEE			Pass
	<b>Action Text:</b> A motion was made by Madison, seconded by Glenn, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.						
	<b>Notes:</b> Additional referral to Water Utility Board.						
1	FINANCE COMMITTEE	04/21/2026	Referred	WATER UTILITY BOARD			
	<b>Action Text:</b> This Resolution was Referred to the WATER UTILITY BOARD						

### Text of Legislative File 92748

#### Fiscal Note

The proposed resolution authorizes amending the 2026 Adopted Water Utility Capital Budget by authorizing an additional \$1,635,000 of budget authority to the Unit Well 12 Reconstruction project (Munis #10452). The proposed additional \$1,635,000 in budget authority would increase the project's revised budget authority to \$10,000,917.

Project costs up to \$8,000,000 will be funded through low-interest 20-year Safe Drinking Water Loan Program loan offerings issued by the Wisconsin Department of Natural Resources. The Madison Water Utility is concurrently requesting additional loan budget through the Safe Drinking Water Loan program to cover the anticipated increase in project expenses. In the event the Safe Drinking Water Loan budget is unable to meet the requested budget increase, the Water Utility anticipates uses existing Utility Construction Fund balance and/or Utility cash reserves will cover all project costs more than \$8,000,000.

There will be no increase in water rates to Water Utility customers as a result of this proposed budget amendment.

**Title**

Amending the 2026 Water Utility Capital budget to include \$1,635,000 of additional budget authority to the Unit Well 12 Reconstruction project (District 11).

**Body**

WHEREAS, Madison Water Utility Unit Well 12 supply and water storage facility in its existing condition is severely deteriorated, undersized and water storage capacity are unable to meet current demands; and

WHEREAS, Madison Water Utility has committed to rebuild the existing well, pump station and reservoir facility on its existing site and has commissioned design & engineering services to prepare construction plans, specifications and has secured a Public Works bid to reconstruct the facility in 2026 and 2027 (pending City of Madison Public Works Contract 9740); and

WHEREAS, Madison Water Utility has received Construction Authorization from the Public Service Commission of Wisconsin (PSC Ref 3280-CW-125), Wisconsin Department of Natural Resources (DNR Ref W-2025-0627) and secured at least \$8,000,000 in low interest loans from the Wisconsin Department of Natural Resources Safe Drinking Water Loan Program, with current requests for additional loan budget in support of the project; and

WHEREAS, current and competitive bids have been received and authorized for award, which have established current project costs to be higher than originally anticipated when the original project budget was project in the year 2025; and

WHEREAS, based on known current construction costs for the proposed project, Madison Water Utility is requesting additional budget authority to cover all anticipated project costs, which will either be further funded by an expanded Safe Drinking Water Loan Program low-interest loan or Utility cash reserves; and

NOW, THEREFORE, BE IT RESOLVED that the 2026 Water Utility Capital budget is hereby amended to authorize an additional \$1,635,000 of budget authority to project 10452-86-140, which is required to proceed with the 2026-2027 reconstruction of Unit Well 12, as described herein.

Memo - MWU 26 Capital Budget Amendment - Unit Well 12 Reconstruction Project - April 2026.pdf



## MEMORANDUM

**Date:** April 24, 2026 (Updated to reflect corrections in the substitute resolution)

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

**From:** Pete Holmgren, Chief Engineer  
Krishna Kumar, General Manager  
January Vang, Finance Manager

**Subject:** Amending the 2026 Water Utility Capital Budget to include \$2.0 million of additional budget authority for the Unit Well 12 Reconstruction project (Alder District 11).

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## RECOMMENDATION

Staff recommend amending the 2026 Water Utility Capital Budget as described in this memo and the associated resolution.

## BACKGROUND

Madison Water Utility's (MWU) Unit Well 12 Reconstruction project currently has a cumulative budget of \$8.0 million for total project costs. Most of the project budget is dedicated to the project's construction contract, which MWU originally estimated at approximately \$7.4 million. The construction project was bid through the City of Madison's typical Public Works process, with bids received and opened on April 2, 2026.

Three bids were received for the project, with the apparent low bid coming in at approximately \$8.4 million, or approximately 13.5% higher than MWU's construction contract estimate. The number of bids and range of bid prices imply that the apparent low bid can serve as a reasonable baseline for the true project construction costs. On April 8, 2026, MWU recommended to the Board of Public Works (BPW) that the construction contract be awarded, to which the BPW unanimously agreed.

The higher-than-estimated construction costs raise the overall project costs accordingly, and MWU is unable to execute the construction contract without first increasing the project budget in kind.

## FISCAL IMPACTS

This proposed resolution amends the adopted 2026 Water Utility Capital Budget by authorizing an additional \$2.0 million of budget authority to the Unit Well 12 Reconstruction project (Project



Account No. 10452-86-140). The additional \$2.0 million in Capital Budget authority would increase the project budget from \$8.0 million to \$10.0 million.

Project expenses up to \$8.0 million have been approved for financing through a low-interest 20-year loan via Wisconsin's Safe Drinking Water Loan Program (SDWLP), administered through the state's Department of Natural Resources. Madison Water Utility is concurrently requesting additional financing capacity from this program to include the increase in project costs. In the event the SDWLP is unable to meet MWU's requested financing increase, then MWU's Utility Construction Fund balance and/or Utility Cash Reserves will cover all project costs above what is covered through the SDWLP.

**LEGISLATIVE PATH:**

- 4/21/2026 Common Council (Introduction)
- 4/27/2026 Finance Committee
- 4/28/2026 Water Utility Board
- 5/5/2026 Common Council (Final Action)

**ATTACHMENTS:**

- A. Memo (this document)