



City of Madison

Meeting Agenda – FINAL

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

Madison Central Business Improvement District (BID) Board of Directors

September 3, 2015

Noon-1:45 pm

122 W. Washington Ave.
1st Floor Conference Rm.

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below at least three business days prior to the meeting.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg peb hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

Если Вам необходима помощь устного или письменного переводчика, а также если Вам требуются материалы в иных форматах либо у Вас имеются особые пожелания в связи с доступом к данной услуге, мероприятию или программе, пожалуйста, позвоните по указанному ниже телефону и сообщите об этом не менее чем за три рабочих дня до соответствующей встречи.

Madison Central Business Improvement District (BID): (608) 512-1340

Approx. Time

1. **Call to Order** — Greg Frank, Chair (12 noon)
2. **Approval of Minutes** from August 6, 2015 meeting (12:01 pm)
3. **Disclosures and Recusals** – (12:02 pm)
Members of the body should make any required disclosures or recusals under the City's Ethics Code
4. **Public Comment** (3 min. per speaker) (12:03 pm)
5. **Chair's Report** – Greg Frank (12:05 pm)
6. **Public Accommodations and Protected Classes** (12:10 pm)
-Lucía Nuñez, Director, Madison Department of Civil Rights
7. **Resolution approving the State Street Retail District Improvement Grant Program (ACTION ITEM)**, Council Referral, Leg ID [39841](#) (12:35 pm)
-Ruth Rohlich, Economic Development Division
8. **2016 Operating Plan Approval (ACTION ITEM)** – Greg Frank (12:55 pm)
Approval of 2016 BID Operating Plan for introduction to Common Council on September 15.

*Approx. Time***9. BID Staff Reports**

(1:05 pm)

- a) Tim Jenquin, BID Programming Coordinator
- Ambassadors/Visitor Center
 - Welcome & Physical Environment Programs
 - Business Turnover
- b) Mary Carbine, BID Executive Director
- Freakfest Planning
 - Marketing & Events update
 - Top of State Programming Update
 - [Signage Ordinance](#) updates

10. GSSBA Update – John Hutchinson

(1:10 pm)

11. DMI Update – Susan Schmitz, DMI President

(1:15 pm)

12. City of Madison Update

(1:20 pm)

- Matt Mikolajewski, Economic Development Director
- Ald. Mike Verveer
 - Sidewalk Café fees ordinance amendment update
 - Update from DCC

13. New Business, Announcements

(1:40 pm)

14. Adjournment

(1:45 pm)

NEXT MEETING: Thursday, Oct. 1, 2015, noon-1:30pm

- Freakfest Planning
- Nominations

If you need an interpreter, materials in alternate formats or other accommodations, please contact the Madison Central BID office at 608-512-1340 or mcarbine@visitdowntownmadison.com. Please do so at least three business days prior to the meeting so that proper arrangements can be made.



Madison's Central Business Improvement District (BID)

Halloween "Freakfest" on State Street is Sat. Oct. 31, 2015

**Informational Meeting for BID Businesses/Property Owners
Tues. October 6, 3:00 pm**

Halloween "Freakfest" on State Street will be Saturday, Oct. 31, 2015. The whole length of State Street and some adjacent areas will be gated off from the evening of Saturday Oct. 31 to early morning, Sunday Nov. 1. There will be entertainment stages, and tickets will be sold for admission. Since 2006, this format of a gated, ticketed event with entertainment has dramatically reduced the disorder, property damage and arrests previously associated with Halloween on State St.

Frank Productions will handle entertainment, marketing, and ticketing for the public. City agencies will handle public safety, fencing, and traffic and parking plans. Everyone—including business and property owners, employees, tenants—coming into the gated area during the event must have a ticket. For businesses and properties with entrances within the gated area, the city will provide tickets to access businesses, properties, and residences during the event.

Freakfest is a major event for the district. The BID has coordinated this informational meeting so business and property owners can get information and ask questions. **Attendance is strongly encouraged for business and property owners in the greater State Street area – especially for new businesses and/or employees.**

Meeting Date: Tuesday, October 6, 2015

Time: 3:00 pm

Location: Central Library Community Rm. 302, 201 W. Mifflin St. 3rd Floor

Presenters:

Mayor's Office, Central Madison Police District, Madison Parks, Frank Productions

Agenda

1. Overview of:

- Logistics (fencing, parking, traffic, access, timing)
- Entertainment, publicity
- Public ticketing
- Ticketing/access for property and business owners, employees, tenants, and residents within the gated area

2. Question & Answer

*If you need an interpreter, materials in alternate formats or other accommodations to access this service, activity or program, please contact the BID office at 608-512-1340 or mcARBINE@visitdowntownmadison.com at least 3 business days in advance.
Our thanks to Madison Central Library for hosting this meeting.*

CITY OF MADISON

RETAIL IMPROVEMENT GRANT PROGRAM



Strengthening Downtown Independent Retail

Economic Development Division
215 Martin Luther King Jr., Boulevard
Ruth Rohlich, 267-4933
rrohlich@cityofmadison.com
website address: www.cityofmadison.com/retailgrant

PROGRAM SUMMARY

As the City of Madison, residents, business owners and development community continue to invest in creating a vibrant downtown we recognize the need to invest in the independent retailers in the downtown area to make sure we continue to maintain the independent flavor that makes Madison special.

Unique and successful independent retail businesses (see definitions) can have a significant effect on the attractiveness and marketability of the surrounding area. This program encourage business owners to reinvest in the downtown business area by offering matching grants to assist with the capital costs associated with renovating the interior and exterior of retail spaces.

Applicant Eligibility Requirements

Property owners of commercial/mixed-use structures and building tenants, with leases of more than five years in length, located within the target area, are eligible for funding. Governmental entities and public and quasi-public authorities are ineligible for funding.

Property Eligibility Requirements

Properties that are used in whole or part for commercial activities, with a strong focus on retail product sales, are eligible for funding. The program is intended to assist projects that promote independent retail activities, create an attractive environment and encourage neighborhood character. Projects meeting these objectives are eligible for a grant for up to one half the cost of leasehold improvements up to \$50,000.

In order to qualify, applicants cannot start on their project until after receiving the necessary approvals. If work begins before application or approval, the City cannot fund the project with Retail Improvement Grant Funds.

Target Area

- Properties located within the boundary map titled TID #32 Retail Grant Program

Forgivable Grant Amount

Grants will be provided in an amount up to 50% of the total project cost, to a maximum of \$50,000 for eligible interior and exterior improvements. The owner/tenant must use private, non-City funds to match the City's grant.

Eligible Costs

To the greatest extent possible, the City would like to invest in interior and exterior improvements that would benefit not only the current, but future retailers within the space. Such eligible interior improvements would include, but are not limited to, the following:

- HVAC, electrical, or plumbing improvements

- ADA compliance improvements
- The construction of customer restrooms
- Rehabilitation of the space to basic “white-box conditions”, such as repairing or replacing cracked plaster walls, structural improvements or ceilings
- New flooring
- New lighting
- New windows and doors
- Restoration of deteriorated historic/architectural elements
- Loading dock, storage, store room repairs and construction
- Other elements that could be useful to a new retailer should the retailer seeking funds cease business operations.

Other build-out costs associated with customizing the space to the specific needs of the retailer could be applied to the applicant’s 1:1 match requirement, as long as the items are not likely removed from the space at the time of vacancy, such as built-in shelving or counter space.

Personal property (furniture, racks and shelves that can be easily removed and sold etc.) is not eligible for funding and will not be counted toward the required match.

- Eligible exterior improvements would mirror those improvements considered eligible under the current Façade Improvement Grant Program.
- Design and architectural associated with the construction are also eligible project costs.

Ineligible Costs

Please recognize this funding is intended to preserve commercial retail establishments in the Retail Grant Program Area. Ineligible costs will include costs that are for fixtures and improvements that would not reasonably be of use to another retailer, operating costs, and any permit fees required by governmental agencies. Some of these less permanent additions may be used for the 1:1 required match.

- Security systems that are personal to the business and not transferrable to a new user
- Personal property, furniture, racks and shelves or counter space
- **This funding is not available to retailers who principally sell food, beverages, and/or alcohol.**

Grant Requirements

All projects must follow normal city processes.

The owner/tenant shall comply with all sign control ordinances contained in chapter 31 of the Madison General Ordinances and keep the exterior surfaces maintained to prevent deterioration and to present an attractive appearance. The owner/tenant shall comply with all applicable provisions of the Madison General Ordinances concerning equal employment opportunity and affirmative action programs and practices in connection with the construction work being completed using grant funds. The owner/tenant shall assist and actively cooperate with the City in obtaining the compliance of contractors with such provisions of the Ordinances, and with the rules, regulations and relevant orders issued by the City pursuant to such provisions of the Ordinances.

In order to qualify, applicants cannot start (see definitions) on their project until after receiving the necessary approvals. If work begins before application or approval, the City cannot fund the project with Retail Improvement Grant Funds. With proper permission from the City exceptions for design work and exploratory work can be made, however, no project costs can be incurred before final approval of the Grant Fund by the City Council.

Processing Steps

- Step 1** Applications must be submitted to the Economic Development Division, 215 Martin Luther King Jr., Boulevard, Room 312, P.O Box 2983, Madison 53701-2983. An application from a tenant must include a copy of the lease and written approval from the owner. Applications must include a detailed description of the improvements suggested.
- Step 2** A City staff team will visit the site to discuss the proposed improvements. If the proposal meets the requirements of the Retail Building Improvement Grant, a Conditional Letter of Approval will be sent to the owner/tenant. This letter may require modifications or changes to the original proposal.
- Step 3** The applicant will then submit approved drawings and cost estimates to the Economic Development Division for review.
- Step 4** The Economic Development Division will prepare the appropriate resolutions for Board of Estimates and Common Council action.
- Step 5** Following approval by the Board of Estimates and Common Council, the Economic Development Division will prepare and furnish the applicant with the grant agreement.
- Step 6** The applicant must sign the grant agreement and return to the City.
- Step 7** The applicant must obtain permits for the required work. The applicant must display the sign provided by the City on the site indicating "Financing provided in part by the City of Madison Retail Improvement Grant Program."
- Step 8** The applicant pays for the completed construction work and submits paid receipts and lien waivers from the contractors to the Economic Development Division.
- Step 9** Following a final inspection, the Economic Development Division authorizes a check for the approved amount.

Definitions

Independent Retailers: for profit businesses owned by individuals, must be more than 50% owned by individuals residing in Dane County.

Businesses not owned by individuals, must be:

- headquartered in Dane County
- have more than 50% of key managers living in Dane County
- Business is registered in Wisconsin
- Business independently controls purchasing decisions, business makes independent decisions regarding the name and look of the business, including marketing, advertising, logo design and branding decisions. Business makes independent decisions regarding business procedures, practices and policies.

Start Date: With exception of light and exploratory demolition applicants cannot start on their project until after receiving the necessary approvals. If work begins before application or approval, the City cannot fund the project with Retail Improvement Grant Funds.

1. Loan* Purpose. This Agreement is for the purpose of providing tax incremental financing assistance from the City to Borrower in the form of a zero percent (0%) interest, forgivable loan in the amount of _____ (the "Loan") to partially finance Borrower's rehabilitation of the Property (the "Project"). This Loan is to assist Borrower with tax incremental financing eligible project expenses, as defined by Sec. 66.1105(2), Wis. Stats. The Loan shall be repaid in accordance with the terms of the Note.

2. Conditions Precedent to Loan. The Loan is subject to the fulfillment, or waiver at the option of the City, in its sole discretion, of each and every one of the following terms, conditions and covenants prior to Loan closing:

a. Borrower shall execute a Note in the amount of the Loan (the "Note") secured by a leasehold mortgage on the Property (the "Mortgage") for the benefit of the City. The Mortgage shall be recorded in the office of the Dane County Register of Deeds at Borrower's expense on the day of closing or the next business day. The lien of the Mortgage shall be subject to and subordinate in all respects to the lien of a first mortgage in the maximum principal amount of \$____, as well as to restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not due as of the date of the Mortgage, the rights of tenants in possession, and other encumbrances acceptable to the City;

b. Borrower shall have received a financing commitment from a financial institution acceptable to the City providing for the first mortgage financing, if applicable;

c. Borrower shall submit evidence that a property insurance policy of the proper type and amount of coverage to protect the City's loan participation has been obtained. Borrower shall list the City as a mortgagee on the policy. Borrower agrees to maintain such coverage during the term of the Loan and to submit annually to the City insurance certificates or policies that indicate insurance requirements are met and that premiums are fully paid;

d. Borrower shall provide an ALTA commitment for lenders title insurance on the Property issued by a responsible title insurance company licensed by the State of Wisconsin, committing said title insurance company to issue insurance for the Property, showing all liens, encumbrances and other matters of record, and such other endorsements as the City may require. The City shall receive a standard mortgage loan policy in the full amount of the Loan within thirty (30) days of closing listing the City as an additional insured. Such lenders title insurance shall be at Borrower's expense;

e. Borrower shall provide to the City releases of all easements, liens, encumbrances or claims against the Property or any part thereof which conflict with construction or occupancy of the Project or negatively impact the City's Loan and mortgage lien; and

f. The City shall have received and reviewed an acceptable After Rehabilitation Value Appraisal, if applicable.

3. Subordination. The City agrees to subordinate its mortgage lien to a mortgage lien in the amount of _____ to _____ in a form approved by the City Attorney.

4. Use of Loan Proceeds. Borrower shall use the Loan proceeds to pay for TIF eligible expenses. Borrower shall redevelop and construct the Project in accordance with the approved application submitted by Borrower, and all demolition and construction permits issued for the Project.

*"Loan" refers to the Retail Improvement Grant

5. Termination of Lease. The mortgage and remaining balance will be due and payable upon termination of the Borrower's lease and occupancy of the Property if not otherwise satisfied.

6. Relatedness of Other Loan Documents. The terms of the Note and Mortgage are hereby incorporated herein by reference, and noncompliance with any term or condition of any of them shall be deemed a default hereunder.

7. Environmental Issues.

a. To Borrower's knowledge after reasonable investigation, with respect to the time before Borrower owned or occupied the Property, no person or entity has caused or permitted materials to be stored, deposited, treated, recycled or disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under any Environmental Law.

b. To the best of Borrower's knowledge, there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Borrower to damages, penalties, injunctive relief or cleanup costs under any Environmental Law or which require or are likely to require cleanup, removal, remedial action or other response pursuant to any Environmental Law by the Borrower.

8. Rights of Access to Property. Borrower shall permit the representatives of the City to have access to the Property at all reasonable times when the City deems access necessary to insure compliance with the terms and conditions of this Agreement, including but not limited to access for inspection of all work being performed in connection with the construction of the Project. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section 7.

10. Obligation to Maintain and Repair. Borrower agrees that at all times after construction of the Project, it will keep and maintain, or cause to be kept and maintained, the Property and all improvements thereon in good repair and working order and will make, or cause to be made, from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof, so as to maintain the Property and all improvements thereon in habitable form, ordinary wear and tear and obsolescence excepted until the City has recovered or forgiven its Loan.

11 Loss or Damage. If there is any unpaid principal on the Loan when all or any of the Property is destroyed or damaged, and unless Borrower exercises its option to prepay the entire amount owing on the Note, then the following subsections shall apply:

a. Borrower shall proceed promptly to replace, repair, rebuild and restore the Property to substantially the same condition as existed before the event causing the damage or destruction, with such changes, alterations and modifications (including substitution or addition of other property) as may be desired by Borrower consistent with existing land use approvals and will be suitable for continued use of the Property as a retail business. Borrower will pay all costs thereof and be entitled to all net proceeds of the condemnation award or insurance claim. If the net proceeds are not sufficient to pay such costs in full, Borrower will nonetheless complete it and will pay that portion of the cost in excess of the amount of the net proceeds.

b. Borrower shall not, by reason of the payment of any costs of repair, rebuilding, replacement or restoration, be entitled to any reimbursement from the City or any abatement or diminution of the amounts payable under the Note and Mortgage or other sums payable by Borrower under the Agreement.

12. Indemnification. Borrower and Borrower's authorized agents, engineers, consultants and contractors shall be liable to and shall agree to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to the Property, including loss of use thereof, to the extent arising from, in connection with, caused by or resulting from the acts or omissions of the Developer and /or its authorized agents, engineers, consultants and contractors, and all of their and Developer's officers, agents, employees, assigns, guests, invitees, licensees, contractors or subcontractors, in the performance of any inspections or testing of the Property. Negligence on the part of the Seller and its officials, officers, agents or employees shall not eliminate the indemnification obligations stated in the preceding sentence.

13 Events of Default. Any one or more of the following events is an event of default under this Agreement:

- a. The undersigned, or surviving spouse, or domestic partner as defined in Section 39.03(2)(n), Madison General Ordinances, defaults on any note or mortgage secured by the Property; or
- b. Nonperformance by Borrower of any covenant, term or condition of either the Mortgage or Agreement.

14 Remedies. Upon the occurrence of an Event of Default, the City shall, by written notice to Borrower, declare the Loan and Note to be immediately due and payable and/or may pursue any available remedy by suit at law or in equity to insure or realize the payment of the principal under the Note, including delinquency charges or other remedies as are provided in the Mortgage.

No remedy conferred upon or reserved to the City hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

In the event Borrower should default under any of the provisions of the Agreement and the City should employ or assign attorneys or incur other expenses for the collection of the Loan or the enforcement of performance of any obligation or covenant on the part of Borrower hereunder, Borrower will on demand pay to the City the reasonable costs, charges or fees of such attorneys and such other expenses so incurred.

15 Conflict of Interest. No officer, consultant, employee or agent of Borrower, or his designees, who is or has been a public official of the City and who exercises or who has exercised any function or responsibility with respect to the Project during his or her tenure as such public official, or who is in a position to formally participate in a decision-making process or gain insider information with respect to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, or work to be performed in connection with the Project, or benefit therefrom, at any time during such person's tenure as such public official. This provision shall be in addition to the requirements in Section 3.35 of the Madison General Ordinances.

16 Recording of Documents. Title Company or the City shall promptly record the Mortgage in the office of the Register of Deeds for Dane County, Wisconsin. Borrower shall pay all recording fees.

17 Accessibility Accommodations. Borrower shall comply with the provisions of Exhibit B attached hereto and shall ensure that the Property shall be accessible to persons with physical disabilities, and that the Project is in compliance with Madison General Ordinance Section 39.05 and the Americans with Disabilities Act, where applicable.

18. Affirmative Action. As used in this Section 18, the term "Developer" means Developer and all contractors and subcontractors who perform work on the Project. The Developer agrees and understands that an Affirmative Action Plan is required by this agreement. Options C. and D. in Article IV below are not available to the Developer, per MGO sec. 39.02(9)(a)3., which requires the submission of an Affirmative Action Plan by all developers or other entities who enter into a contract authorized by Wis. Stat. § 66.1105(3)(e), and their contractors and subcontractors.

Article I

The Developer shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Developer. The Developer agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

Article II

The Developer shall in all solicitations or advertisements for employees placed by or on behalf of the Developer state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity, or national origin.

Article III

The Developer shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Developer's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article IV

(This article applies only to non-public works contracts.)

The Developer agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Developer warrants and certifies that one of the following paragraphs is true (check one):

-
- A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 CFR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
-

- B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 CFR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.*
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.*

** Options C and D under Article IV are not available to the Developer under this Agreement.*

Article V

(This article is not applicable)

Article VI

The Developer will maintain records as required by Section 39.02 (9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the Developer's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.02 and 39.03 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the Developer ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime Developer 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Developer in the manner described above. The preceding sentence shall not be construed to prohibit a prime Developer from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

(This article is not applicable)

Article IX

The Developer shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this article.)

20. Living Wage. Borrower agrees to pay all employees employed by Borrower in the performance of this Agreement, whether on a full-time or a part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

21. Equal Benefits. For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

Notification of Position Openings. Developer agrees to notify the State of Wisconsin Department of Workforce Development and the local workforce development board established under 29 USC 2832 of any positions to be filled in Dane County, as required by Sec. 66.1105(6c), Wis. Stats.

22. Wisconsin Law. This Agreement shall be deemed to have been made in the State of Wisconsin and its validity, construction, performance, breach and operation shall be governed by the laws of the State of Wisconsin.

23. No Waiver. Failure of the City to insist upon the strict performance of any of the terms, covenants or conditions here to be performed by Developer shall not be deemed a waiver of any rights or remedies which the City shall have and shall not be deemed a waiver of any subsequent default of any such terms, conditions and covenants to be performed by Developer.

24. Severability. If any term or provision of this Agreement or the application thereto to any person or circumstance, shall, to any extent, be held invalid, unlawful or otherwise unenforceable, the

remainder of this Agreement, or the application of such term or provisions to the persons or circumstances other than those as to which it is invalid, unlawful or otherwise unenforceable shall not be affected thereby and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. Inspection of Records. The City shall, from the date of this Agreement, have the right upon reasonable notice and during business hours to audit and inspect any and all records, contracts, financial statements, ledgers or written documents from, to or in the possession of Developer which relate to and are generated by the responsibilities of this Agreement. The City's rights hereunder shall apply to not only those records and documents that are within the physical control and custody of Developer but also any records, statements and documents that may be within the custody and control of third parties or generated by third parties in the performance of the obligations and responsibilities hereunder, including but not necessarily limited to the architect, contractor and all subcontractors of Developer.

26. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other party shall be sufficiently and deemed received three (3) days after deposit if sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

City:

City of Madison
Director of Planning and Development
P.O. Box 2983
215 Martin Luther King, Jr. Blvd., LL-100
Madison, WI 53701-2983

With copy to:

City Attorney
City County Building, Rm. 401
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

Developer:

With a copy to:

or such other addresses as the parties may designate to each other in writing from time to time.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

28. Amendments, Supplements. This Agreement may be supplemented or amended only by written instrument executed by the parties.

31. Termination. This Agreement and Developer's obligations under the Note and Mortgage shall terminate at such time as Developer's obligations as set forth in Sections 3, 5, 6, 7, and 31 herein have been performed. At such time, the City shall execute an acknowledgment of termination or a release of this Agreement, the Note, the Personal Guaranties, and a satisfaction of the Mortgage in recordable form.



Legislation Details (With Text)

File #: 39841 **Version:** 1 **Name:** Retail Improvement Grant Resolution
Type: Resolution **Status:** Council New Business
File created: 8/24/2015 **In control:** COMMON COUNCIL
On agenda: 9/1/2015 **Final action:**
Enactment date: **Enactment #:**

Title: Resolution approving the State Street Retail District Improvement Grant Program.

Sponsors: Paul R. Soglin, Michael E. Verveer

Indexes:

Code sections:

Attachments: 1. Retail Grant Program Summary Grant Terms.pdf, 2. TID 32 Retail Grant Program 2015 Area Map.pdf

Date	Ver.	Action By	Action	Result
8/24/2015	1	Economic Development Division	Referred for Introduction	

FISCAL NOTE PENDING

\$600,000/ \$300,000 in 2015 and \$300,000 in 2016 from Tax Increment District 32.

Resolution approving the State Street Retail District Improvement Grant Program.

WHEREAS, the City of Madison continues to look for opportunities to preserve the unique character of the State Street and Downtown area; and

WHEREAS, successful independent retail businesses can have a significant effect on the attractiveness and marketability of and area; and

WHEREAS, Tax Increment District 32 continues to be a healthy and fiscally strong TID ; and

WHEREAS, additional approvals are needed to amend the TID32 project plan prior to launching the program; and

WHEREAS, providing an opportunity for independent retailers to move into the targeted area and invest in interior improvements that will benefit not only the current, but future retailers with the space is important to maintaining a strong downtown;

NOW THEREFORE BE IT RESOLVED, the program language and application are approved for use effective upon subsequent approval of amendments to the TID 32 project plan; and

BE IT FURTHER RESOLVED, the Economic Development staff is authorized to manage and market the program to current and future independent retails with operations in the targeted area that follow the approved program guidelines; and

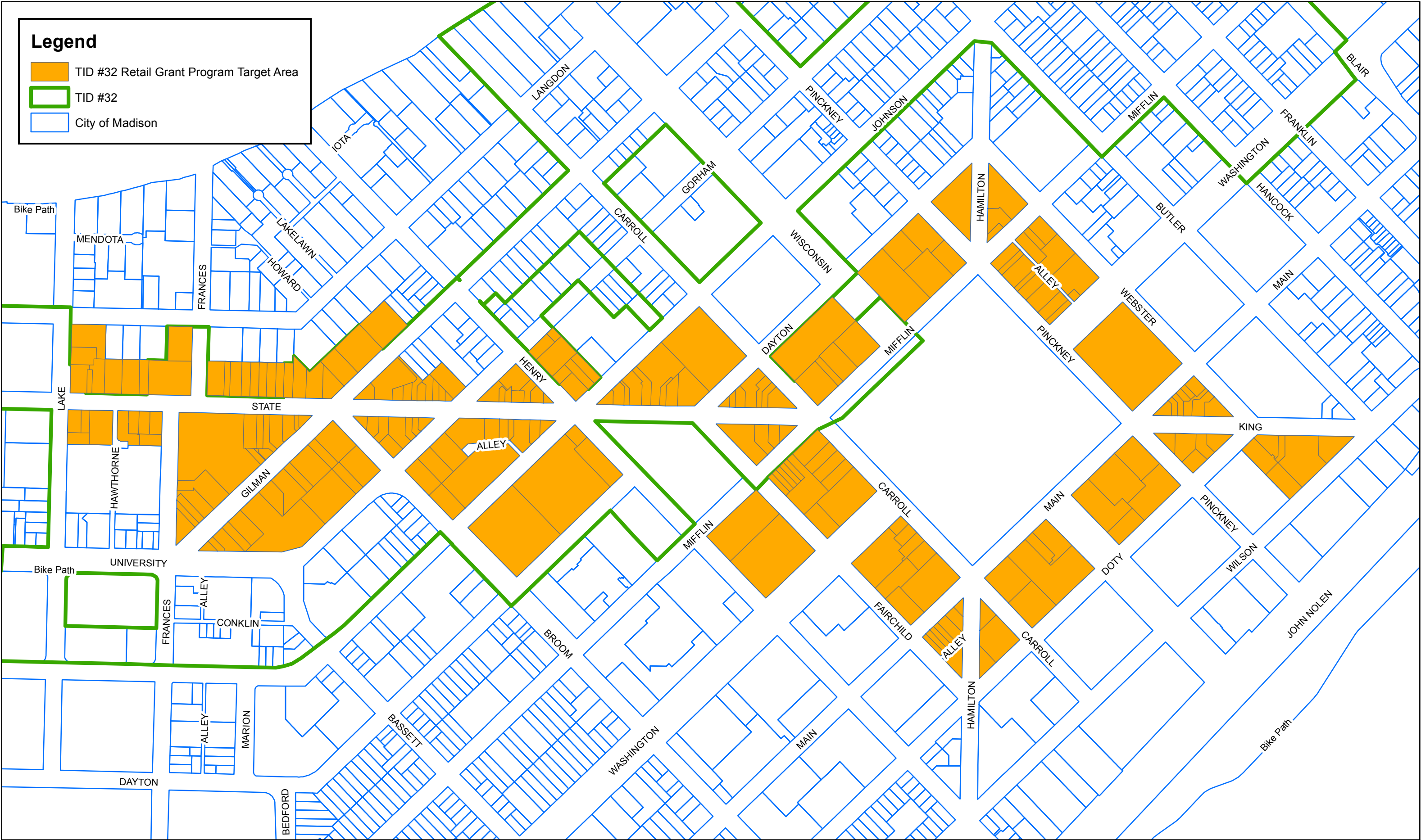
BE IT FINALLY RESOLVED, that the each contract shall be approved by the Common Council at a later date.

Legend

TID #32 Retail Grant Program Target Area

TID #32

City of Madison



TID #32 Retail Grant Program Area





Legislation Details (With Text)

File #: 39847 **Version:** 1 **Name:** Sign Control Ordinance revisions
Type: Ordinance **Status:** Council New Business
File created: 8/24/2015 **In control:** Attorney's Office/Approval Group
On agenda: 9/1/2015 **Final action:**
Enactment date: **Enactment #:**
Title: Amending, creating and repealing various sections of Chapter 31, the Sign Control Ordinance, of the Madison General Ordinances to modify the criteria for menu or merchandise boards, allow additional ground signs on certain lots, make a technical correction to measurement of awning signs, modify the measurement of wall signs on large buildings, allow accessory window signs, and to allow certain nonconforming signs to remain in place with a change of use.
Sponsors: Paul R. Soglin
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
8/24/2015	1	Attorney's Office/Approval Group	Referred for Introduction	

Fiscal note pending.

Amending, creating and repealing various sections of Chapter 31, the Sign Control Ordinance, of the Madison General Ordinances to modify the criteria for menu or merchandise boards, allow additional ground signs on certain lots, make a technical correction to measurement of awning signs, modify the measurement of wall signs on large buildings, allow accessory window signs, and to allow certain nonconforming signs to remain in place with a change of use.

DRAFTER'S ANALYSIS: This ordinance makes the following substantive changes to the Sign Control Ordinance: 1) New criteria will allow a business to display menu or merchandise boards on the exterior of the business and need not be placed within a signable area. 2) The requirement that a nonconforming sign must be brought into conformity with the code with a change of use is being eliminated, as is the requirement that a shared ground sign must be made to conform if all of the occupants or uses on the shared sign are changed simultaneously. 3) The method of measuring net area of awning signs is being corrected. 4) The maximum wall sign net area of 30% of the signable area for buildings of 25,000 square feet or more is modified so that it will only apply to single occupancy, stand-alone, non-residential buildings of 25,000+ square feet, or individual occupancies of 25,000+ square feet in a multi-occupancy building; with a new, overall maximum net area of 120 square feet per wall sign. 5) The new maximum net area for wall signs on buildings or occupancies under 25,000 square feet will be 80 square feet. 6) Two additional ground signs will be available for lots with a lengthy street frontage. 7) The window sign ordinance is modified to allow small accessory window signs which are temporary or are regulatory or informative in nature, such as the business hours, no trespassing, no smoking, etc. Such accessory window signs will not count against the maximum net area of signs allowed on the window under the current ordinance. 8) The fee for Comprehensive Design Review by the UDC is raised from \$300 to \$500; applications to change an approved Comprehensive Sign Plan will also be \$500 unless the change can be administratively approved as a minor change. This ordinance creates a \$100 application fee for such a minor change. 9) The UDC's authority to approve a "variance" in height, area and setback of a sign is increased from 25% to 50%.

The Common Council of the City of Madison do hereby ordain as follows:

1. Subsection (1) entitled "Purpose and Intent" of Section 31.02 entitled "Purpose and Scope" of

the Madison General Ordinances is created to read as follows:

- “(1) Purpose and Intent. The Common Council, by enacting this ordinance, recognizes the City has a significant and substantial governmental interest in promoting public safety and aesthetic values through the regulation of signs displayed within the City of Madison. The purpose of this ordinance is to create the legal framework for a comprehensive but balanced system of signs, and thereby to facilitate an easy and pleasant communication between people and their environment. Sign regulations, including but not limited to those which control the type, design, size, location and maintenance of signs, are hereby established to further the goals of safety and aesthetics and achieve more specifically, the following purposes:
- (a) To enable the public to locate goods, services and facilities without difficulty or confusion;
 - (b) To protect property values, public investment and overall neighborhood character by promoting an attractive, harmonious and aesthetically-pleasing environment and preventing conditions which have undesirable impacts on surrounding properties;
 - (c) To promote the development of attractive and harmonious residential areas, viable commercial areas and to identify industrial and other areas;
 - (d) To protect the public and promote safety, including but not limited to traffic and pedestrian safety; and to minimize effects of signs which may distract or obstruct visibility of official traffic signals and other safety or informational devices; and
 - (e) To protect scenic views and the visual environment along all city streets, highways and rights-of-way and to promote overall aesthetics, avoid clutter and avoid inappropriate scale;
 - (f) To recognize the role of appropriate and identifiable signage in helping businesses inform, direct and communicate with customers; and
 - (fg) Recognition that signage is not intended to serve as a principal or sole use of a zoning lot.”
2. Subsection (2) entitled “Definitions” of Section 31.03 entitled “Rules and Definitions” of the

Madison General Ordinances is amended by amending therein the following:

“Menu or Merchandise Board. A changeable copy sign, enclosed in a lockable or latchable protective case or covering, mounted firmly to a wall, and not projecting more than four (4) inches from the surface of the wall. A type of wall sign displayed on the exterior of a building which may include manual changeable copy, may be enclosed in a protective case, and is oriented toward pedestrians to provide information regarding the establishment, such as a restaurant menu, a menu of services, or a list of merchandise.”

3. The introduction paragraph of Subsection (5) entitled “Signs Outside Signable Area” of Section 31.07 entitled “Wall, Roof and Above-Roof Signs” of the Madison General Ordinances is amended to read as follows:

“(5) Signs Outside Signable Area. The following types of signs may be displayed on a wall outside the selected signable area described in Sec. 31.07(2)(a) and may be displayed in addition to the primary wall sign(s) authorized by that subsection. However, except for menu or merchandise boards, the following signs must be displayed on a part of the wall that meets the definition of “Signable Area” in Sec. 31.03(2).”

4. Subdivision (b) of Subsection (5) entitled “Signs Outside Signable Area” of Section 31.07 entitled “Wall, Roof and Above-Roof Signs” of the Madison General Ordinances is amended to read as follows:

“(b) ~~Menu boards placed at a height between three and a half to eight (3½ to 8) feet off the ground and with a maximum net area of ten (10) square feet. Menu or Merchandise Board(s) as defined in Sec. 31.03 (2) are permitted anywhere on the façade and need not be placed within a Signable Area as defined in Sec. 31.03(2), if all of the following criteria are met:~~

- 1. Maximum of one (1) per occupancy, per street frontage.
- 2. Placed at a height between two (2) and seven (7) feet measured from the adjacent ground elevation to the top of the menu board.
- 3. Maximum net area of three (3) square feet.
- 4. Affixed flat to or parallel to and at a distance of not more than four (4) inches from the wall face or window surface and shall not otherwise project into the right-of-way.
- 5. Shall not extend beyond any edge of the wall or window to which it is affixed.
- 6. May include manual changeable copy feature(s), chalkboard, dry erase board, or similar material, however pre-fabricated sign boards that include an advertisement for any product are

- prohibited.
7. May be enclosed inside a protective case, if so, the case shall be included in measuring the net area.
 8. May be displayed on the exterior a window, but shall count against the total net area permissible for a Primary Window Sign under Sec. 31.10(1).
 9. Illumination. May be externally illuminated as allowed by Sec. 31.04(5)(k), but shall not be internally illuminated with back-lighting of copy.
 10. Downtown Core. Any menu board to be displayed in the Downtown Core, in addition to meeting the criteria of this subsection, must be reviewed by the UDC for compliance with the criteria of the "Downtown Urban Design Guidelines." In the event of a conflict between this subsection and those guidelines, the more stringent requirement shall apply."
5. Paragraph 2. of Subdivision (a) entitled "General Rule" of Subsection (1) of Section 31.05 entitled "Nonconforming Signs" of the Madison General Ordinances is hereby repealed.
6. Subdivision (b) entitled "Shared Ground Signs" of Subsection (1) of Section 31.05 entitled "Nonconforming Signs" of the Madison General Ordinances is hereby repealed.
7. Subdivision (2) of Section 31.06 entitled "Awning Signs" of the Madison General Ordinances is amended to read as follows:
- "(2) ~~An awning may be designated a signable area as an alternative to one in lieu of a signable area on the building facade, provided the awning does not exceed it in area. The area of signs displayed shall be no more than forty percent (40%) of the area of the principal face of the awning or two (2) square feet of signs for each lineal foot of building frontage, but not to exceed one hundred percent (100%) of the signable area. The maximum net area of the sign displayed on the awning shall be determined by measuring the available signable area for a wall sign on the building facade using the methods for signable area measurement under Sec. 31.07(2)(b) and calculating the maximum net area under Sec. 31.07(4). An awning sign under this subsection may be displayed in addition to the signs allowed under sub. (1)."~~
8. Subsection (6) entitled "Height" of Section 31.06 entitled "Awning Signs" of the Madison General Ordinances is created to read as follows:
- "(6) Height. In Group 2 zoning districts, awning signs may only be displayed on an awning that is located on the first story of the building and all awning signage shall be no higher than the floor of the second story or eighteen (18) feet, whichever is lower."
9. Subsection (4) entitled "Size" of Section 31.07 entitled "Wall, Roof and Above-Roof Signs" of the Madison General Ordinances is amended to read as follows:
- "(4) Size.
- (a) Standard Net Area. The ~~permitted maximum~~ net area of all wall, roof and above-roof signs within a single signable area shall be no more than forty percent (40%) of the signable area or two (2) square feet of signage for each lineal foot of building frontage, ~~except that for all Planned Developments (as that term is used in Sec. 33.24(4)(b)1.,) and when the total square footage of all buildings on the zoning lot is twenty-five thousand (25,000) square feet or more, the maximum net area shall be thirty percent (30%) of the signable area, and the lineal foot method of measurement shall not be available. If the net area is measured by lineal feet of building frontage, the total net area of the sign displayed shall not exceed one hundred percent (100%) of the signable area designated under Sec. 31.07(2), above. When using the lineal foot method, the total net area shall not exceed one hundred percent (100%) of the signable area designated under Sec. 31.07(2), above. In no case shall a wall, roof, or above-roof sign eligible for measurement under this sub. (a) exceed eighty (80) square feet in net area.~~
 - (b) Occupancies of 25,000 Square Feet. For a single occupancy, stand-alone, non-residential building with twenty-five thousand (25,000) square feet or more in floor area, or a non-residential occupancy or tenant space with twenty-five thousand (25,000) square feet or more in floor area in a multi-tenant building, the maximum net area of all wall, roof and above roof signs shall be thirty percent (30%) of the signable area. The lineal foot measurement method shall not be available. In no case shall a wall sign under this sub. (b) exceed one hundred twenty (120) square feet in net area. Any other occupancies or tenant spaces of less than twenty-five

thousand (25,000) square feet of floor area on the same building or zoning lot are eligible for standard net area measurement under sub. (4)(a)."

10. Subdivision (a) entitled "Number" of Subsection (2) entitled "Number, Height, Net Area" of Section 31.08 entitled "Ground Signs" of the Madison General Ordinances is amended to read as follows:
"(a) Number. No more than two (2) ground signs of the type permitted in this section may be displayed on a single zoning lot, unless approved by the Urban Design Commission through a Comprehensive Design Review under Sec. 31.043 herein, or unless qualified for additional ground signs under sub. (ab) below. "Zoning Lot" shall have the definition found in Sec. 28.211, which includes a planned multi-use site, or a lot, or lots; as further described in that section. However, for purposes of this section only, a planned multi-use site that meets the criteria of Sec. 28.137(2)(e) is considered a single zoning lot. Additional ground signs expressly authorized elsewhere in these Ordinances shall not be counted toward the maximum number of ground signs under this paragraph."

11. Subdivision (ab) entitled "Additional Ground Signs" of Subsection (2) entitled "Number, Height, Net Area" of Section 31.08 entitled "Ground Signs" of the Madison General Ordinances is created to read as follows:

"(ab) Additional Ground Signs. More than two ground signs may be displayed on a zoning lot if all of the following criteria are met:

1. The zoning lot has a single street frontage of five-hundred (500) feet or more in length. For purposes of this provision, "street" has the definition in Sec. 28.211, MGO.
2. The zoning lot must have a vehicle entrance with driveway access on the street that corresponds to the five hundred foot (500') lot line.
3. One (1) additional ground sign may be placed at each such vehicle entrance on the zoning lot.
4. Any such additional ground sign must be a Monument Sign as defined in Sec. 31.03(2), with a maximum height of eight (8) feet, maximum net area of thirty-two (32) square feet for a single sign face and sixty-four (64) square feet in combined net area for all faces on the sign, and a maximum of two (2) sign faces per sign."

12. Section 31.10 entitled "Window Signs" of the Madison General Ordinances is amended to read as follows:

"31.10 WINDOW SIGNS.

Window signs, as defined in Sec. 31.03(2), may be displayed in Group 2 and 3 districts without a permit, subject to the following restrictions:

- (1) Primary Window Signs.
 - (a) Window signs consisting solely of individual alphabetic letters, numerals, or other symbolic characters without any background may be displayed but the net area shall not cover more than thirty (30) percent of the total window area.
 - (2) (b) A window sign that includes opaque objects, logos, or other images, or any type of background, (whether or not any object allowed under sub. (1) is included) may be displayed, but the net area of all window signs shall not exceed twenty percent (20%) of the total window area.
- (2) Accessory Window Signs. The following types of window signs may be displayed in addition to the window signs allowed under subs. (1) and (2) and shall not be counted toward the maximum net area therein:
 - (a) Temporary window signs of not more than four (4) square feet in net area, displayed for not longer than fifteen (15) calendar days within any thirty (30) day period.
 - (b) Regulatory signs such as "no smoking," "no firearms/weapons," "no trespassing" and the like, and hours of operation, containing no commercial message. The total net area of all such signs on the window shall not exceed three percent (3%) of the total window area.
 - (c) The net area for Accessory Window signs shall be measured using the method in subs. (1) or (2), accordingly.
 - (3) The "total window area" shall be one (1) continuous panel of glass or other transparent material, or a set of two (2) or more panels divided by mullions of six (6) inches in width or narrower. Panels surrounded on all sides by solid walls or mullions wider than six (6) inches

shall be considered individual windows.

(4) The net area, for purposes of subs. (1) and (2), shall be determined by measuring a box around each group of characters, objects, images, logos and any background material.

(5) For purposes of this section, any banner attached to the outside of a window shall not be considered a window sign.

(6) Illumination. Window signs may be illuminated, subject to Sec. 31.04(5)(k). Window signs that are internally illuminated and flashing are prohibited.

(7) Other Window Signs Prohibited. Window signs other than those expressly allowed under this section (Sec. 31.10) or expressly permitted or allowed elsewhere in this code (ch. 31) shall be prohibited, and no permit shall be issued for a window sign in violation thereof."

13. Subdivision (d) entitled "Urban Design Commission Fees" of Subsection (3) entitled "Permit and Application Fees" of Section 31.041 entitled "Signs and Permit Fees" of the Madison General Ordinances is amended to read as follows:

"(d) Urban Design Commission Fees.

1. Comprehensive Design Review.

a. Initial Comprehensive Design Review: Five-hundred dollars (\$500).

b. Application for a change to a Comprehensive Sign Plan under Sec. 31.043(4)(d) that cannot be approved by the Zoning Administrator as a minor change: Five-hundred dollars (\$500).

c. Application for a change to a Comprehensive Sign Plan under Sec. 31.043(4)(d) that can be administratively approved by the Zoning Administrator as a minor change: One-hundred dollars (\$100).

2. The fee for all other applications to the Urban Design Commission under this ordinance, including appeals from the decisions of the Zoning Administrator, requests for approvals in height, area, and setback, Comprehensive Design Review and Additional Sign Code Approvals, shall be three-hundred dollars (\$300) payable to the City Treasurer.

14. Subsection (2) entitled "Modifications of Height, Area or Setback" of Section 31.043 entitled "Urban Design Commission and Comprehensive Design Review" of the Madison General Ordinances is amended to read as follows:

"(2) Modifications of Height, Area or Setback. After a public hearing as provided in Sec. 33.24(4)(e)3., the UDC may approve a sign with up to ~~twenty-five~~ fifty percent (~~25~~50%) greater net area or ~~twenty-five~~ fifty percent (~~25~~50%) higher than the maximum height otherwise allowed, or reduce the required yard or setback if such approval."

15. Footnote 2. of Table 1 of Subdivision (1) entitled "Table 1" of Section 31.15 entitled "Tables of Permitted Signs, by Zoning Districts" of the Madison General Ordinances is amended to read as follows:

"2. Maximum Net Area of Ground Signs. The first number represents the maximum net area allowed for a single face of a ground sign. The second number represents the maximum combined net area on all faces of all ground signs displayed on a zoning lot, except when additional ground sign(s) are permitted under Sec. 31.08(1)(ab). ~~A maximum of two (2) ground signs may be displayed on a single zoning lot. See Sec. 31.08(2)(c) of this ordinance.~~"

EDITOR'S NOTES:

1. Section 31.05(1)(a)2. currently reads as follows:

"2. There is no change of use on the zoning lot in question. If there is a change of zoning use, all signs on the zoning lot in question shall conform to the provisions of this chapter for the applicable zoning district, except as stated in sub. (b) below."

2. Section 31.05(1)(b) currently reads as follows:

"(b) Shared Ground Signs. Where two or more uses share a single ground sign, and one or more, but not all of the uses are changed, copy on the shared ground sign may be changed accordingly to serve the new use(s). However, if all uses that share the ground sign are changed simultaneously, that ground sign shall be brought into conformity with the current provisions of this chapter for the zoning district in which the sign is located."



Where State Street Meets the Square

Philosophers' Grove (100 W. Mifflin)
& 30 on the Square (100 N. Carroll)

TOP OF STATE Programming Update

August 28, 2015

68 Events Total, Planned June-September

Attendance to date: 5,273

- Avg. attendance 120/program
- Highest single program attendance: 501 (Kanopy Dance & Friends)

Events/Series:

- MadCity Bazaar at Top of State: Arts, crafts, vintage vendors, busking for Literacy Network, every Thursday in Sep.
- Partner Showcase @ MadCity Bazaar, Sept 10th 12-6pm. This resource fair within a pop-up market celebrates the organizations that have partnered with the Top of State program.
- Artists w/ Disabilities Showcase Event @ MadCity Bazaar, Sept 17th 12-6pm. Celebrate the ADA's 25th anniversary! The MadCity Bazaar will showcase a number of local artists with disabilities that use their creative talents to earn a living, educate and beautify our community.
- Madison Local Music: The Sharrows, September 16th from 5-6:30 and Sacerdote, September 23rd from 5-6:30.
- Kanopy Dance & Friends: International Dance and Movement Show, August 13th from 5-7pm
- Ian's Pizza Outdoor Open Mic, every Tuesday 5-7pm
- Kids' Day at Top of State: With select community partners, Fridays 10am-noon through Aug. 14.
- For the Love of Hip-Hip: Workshop, concert series with Urban Arts Community Network (UCAN)
- Artists in the Grove with Wheelhouse Studios and TetraPAKMAN (Victor Castro, Madison Central Library Bubbler past/future Artist in Residence.)
- Wisconsin Author Series: Let's Talk History! With the Wisconsin Historical Museum

[MadCity Bazaar at the Top of State](#) (Mayor's Blog, 6/19/15)

[Trouble at Philosopher's Grove](#) (NBC15, 7/10)

[Photos: Kids' Day at Top of State](#) (Capital Times, 7/18)

[Hip hop gets a positive spin at these outdoor shows](#) (Wisconsin State Journal, Sun. 8/2)

top-of-state.com • Facebook.com/DowntownMadison • [@TopOfState](https://Twitter.com/TopOfState)

Presented by



Partners



