

Dane County Contract Cover Sheet

Revised 01/2022

RES 119
Significant

Dept./Division	LWRD/Parks		
Vendor Name	Foundation for DC Parks	MUNIS #	28918
Brief Contract Title/Description	Agreement to outline the roles & responsibilities of the County, the Foundation and the Ragatz Family for the donation of \$1.5 million for improvements at Mendota County Park.		
Contract Term	Estimated Fall 2022 to Fall 2024		
Contract Amount	\$1,465,000		

Contract # Admin will assign	14826
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Janet Crary	Name	Bill Lunney
Phone #	608-224-3730	Phone #	
Email	crary@countyofdane.com	Email	blunney000@aol.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	119
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2022.08.17 09:33:24 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/17/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, August 22, 2022 9:46 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14826
Attachments: 14826.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/22/2022 9:57 AM	Approve: 8/22/2022 9:57 AM
	Rogan, Megan	Read: 8/22/2022 9:56 AM	Approve: 8/22/2022 9:56 AM
	Gault, David	Read: 8/22/2022 10:01 AM	Approve: 8/22/2022 10:13 AM
	Lowndes, Daniel		Approve: 8/22/2022 10:00 AM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14826

Department: Land & Water Resources

Vendor: Foundation for Dane County Parks

Contract Description: Authorizing a contract with the Raggatz Family & the Foundation for Dane County Parks for Improvements and Naming Rights at Mendota County Park (Res 119)

Contract Term: 9/1/22 – 12/31/24

Contract Amount: \$1,465,000

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2022 RES-119**

4 **AUTHORIZING A CONTRACT WITH THE RAGATZ FAMILY AND THE FOUNDATION**
5 **FOR DANE COUNTY PARKS FOR IMPROVEMENTS AND NAMING RIGHTS AT**
6 **MENDOTA COUNTY PARK**

7 The Ragatz Family, in loving memory of Karen and Thomas Ragatz, have generously
8 committed a donation of \$1.5 million to develop a shelter, accessible playground,
9 parking lot, trail, fitness nodes and related improvements at Mendota County Park.

10
11 The donation will be received and administered by the Foundation for Dane County
12 Parks, a nonprofit organization dedicated to raising funds to support Dane County Parks.

13
14 A contract has been developed to outline the roles and responsibilities of the County,
15 Foundation and Ragatz Family. The project is anticipated to take approximately two
16 years to complete, with construction anticipated in 2024. The contract anticipates that
17 the County will contribute \$240,000 towards the construction costs.

18
19 In recognition of the \$1.5 million gift, the improvements will be named in memory of
20 Thomas and Karen Ragatz. Thomas and Karen were married for 55 years and both
21 passed away in 2021. Through their partnership, they worked hard to bring principles,
22 compassion and economic resources to the people and causes they believed in.

23
24 Additional recognition and thanks to the Ragatz Family for their contributions is
25 anticipated as the project matures, for example at groundbreaking or ribbon-cutting
26 events.

27
28 The revenue and expenditure obligations outlined in the contract will be included in the
29 2023 County Budget.

30
31 NOW, THEREFORE BE IT RESOLVED, that Dane County thanks the Ragatz Family for
32 their generous donation and the Foundation for Dane County Parks for their partnership,
33 which creates the framework for philanthropic giving that benefits Dane County Parks;

34
35 BE IT FURTHER RESOLVED, that the Dane County Board of Supervisors approves a
36 contract with the Ragatz Family and the Foundation for Dane County Parks for
37 improvements at Mendota County Park and authorizes the County Executive and
38 County Clerk to execute the contract;

39
40 BE IT FINALLY RESOLVED, that the improvements funded by the gift shall be named in
41 honor of Thomas and Karen Ragatz for twenty five years after construction completion
42 unless extended by mutual agreement in the future.

**Agreement for Construction and Naming Rights for Amenities
at Mendota County Park**

This agreement (the "Agreement") by and among, the Foundation for Dane County Parks, Inc., a non profit corporation organized under the laws of the State of Wisconsin, (referred to as the "FOUNDATION"); the William L Ragatz Trust, the Thomas R Ragatz Trust and the Erik D Ragatz Trust (referred to as the "RAGATZ FAMILY"); and the County of Dane (referred to as the "COUNTY") (collectively, the "PARTIES") is entered into for the purpose of executing a redevelopment project to upgrade and provide new amenities at Mendota County Park located at 5133 Co Hwy M, in the Town of Westport, Dane County, WI.

WITNESSETH:

WHEREAS, the COUNTY has proposed improvements to Mendota County Park per the Mendota County Park Master Plan dated October 2016 and is interested in actively working with FOUNDATION and RAGATZ FAMILY in further developing a portion of the Master Plan as described herein;

WHEREAS, the FOUNDATION is a Section 501(c)(3) organization whose charitable purposes include raising funds for the support of Dane County parks, and whose board of directors has determined that the support of the Project (as defined below) is consistent with the charitable purposes of the Foundation; and

WHEREAS, the RAGATZ FAMILY has expressed a desire to make a donation to the FOUNDATION to fund the Project.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the PARTIES hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY, RAGATZ FAMILY and FOUNDATION do agree as follows:

1. As used herein, the "Project" shall mean the reconstruction of the park shelter, reconstruction of the parking lot with improved stormwater facilities, replacement of the existing playground with an accessible and inclusive playground, and installation of a new paved walking trail with benches and fitness nodes along the trail.
2. Design and construction costs of the Project are estimated to be \$1,465,000 ("Project Costs"), which amount does not include construction contingency, change orders or market conditions at the time of bidding. The estimated breakdown of Project Costs is as follows:

Project Components	Estimated Cost
Design & Construction Documents:	\$ 75,000
Shelter:	\$ 375,000
Parking Lot:	\$ 375,000
Playground:	\$ 300,000
Trail & Fitness Nodes:	\$ 215,000
Professional Construction Administration:	\$ 125,000
Total Estimated Construction Cost:	\$ 1,465,000

3. The initial timeline and division of tasks among the Parties for the Project is as follows:

(a) Design & Construction Document Development: Estimated Fall 2022 - Fall 2023.

COUNTY shall draft a request for proposals for the preparation and development by a professional services company to design and develop supporting construction and civil engineering plans for the Project (the "RFP") and provide the draft of such RFP to the FOUNDATION. FOUNDATION will, using the RFP drafted by the County, solicit proposals for contracting with a professional services company to prepare and develop a conceptual design with supporting construction and civil engineering plans for the Project as set forth in the RFP provided by the COUNTY. Design and construction documents shall meet COUNTY standards and specifications as provided by the COUNTY. The FOUNDATION will obtain a quote from the vendor providing said professional services for construction administration and shall provide written notice to the vendor that COUNTY will rely on said quote to contract with the vendor for construction administration services during construction if the Project proceeds. The COUNTY will work with the FOUNDATION to review and evaluate the responses received to the RFP, as well as the form of professional services agreement proposed with regard to the provision of such services (the "Design Services Agreement"). Under no circumstances shall FOUNDATION enter into the Design Services Agreement without the written approval of the COUNTY. Upon agreement of the COUNTY and FOUNDATION, the FOUNDATION will enter into the Design Services Agreement, which will be paid for with private funding to be provided by the RAGATZ FAMILY as described in this Agreement. Once the vendor fulfils its obligations under the Design Services Agreement and FOUNDATION remits final payment to the vendor, the FOUNDATION shall donate the construction plans to the COUNTY and in a separate agreement shall assign the Design Services Agreement to the COUNTY., Upon assignment, COUNTY shall assume and be bound by, all of the FOUNDATION'S rights, titles, interests and obligations under the Design Services Agreement, so that the COUNTY may solicit construction bids as further described in subsection (b) below. Upon the donation and assignment of its rights, titles, interests and obligations under the Design

Services Agreement to the COUNTY, the FOUNDATION shall have no further or continuing liabilities, obligations or responsibilities thereunder.

(b) Bidding: Estimated Winter 2023 – 2024.

The COUNTY will, in accordance with state statutes and COUNTY policies, solicit bids for the Project. The COUNTY intends to solicit bids in 2024 and shall retain full control over the bid let date and the bid process. After the bids are open, and prior to entering into any contract(s) for construction of the Project, the PARTIES will meet to review the bid results and the Project Costs. In the event that the Project Costs exceed the funds available, the PARTIES will work cooperatively to identify a strategy for completing the Project. Funds received by the FOUNDATION from the RAGATZ FAMILY will be returned to the RAGATZ FAMILY, less actual costs incurred by the COUNTY or the FOUNDATION, in the event that bid results exceed available funding and the PARTIES are unable to identify a solution. In the event that the Project Costs are less than expected, the PARTIES will work cooperatively to identify a strategy to reduce the financial obligations of the PARTIES or to add additional components to the Project scope. The COUNTY will not approve a bid amount without the written consent of the FOUNDATION and RAGATZ FAMILY.

(c) Construction: Estimated Summer – Fall 2024.

The COUNTY will enter into a contract with the successful bidder for the construction of the Project and shall oversee the construction process. The COUNTY will directly pay vendor invoices for construction work completed for the Project, including any change orders. The COUNTY will not approve any changes orders that would require additional funds from the FOUNDATION or the RAGATZ FAMILY without the consent of the FOUNDATION and RAGATZ FAMILY. The FOUNDATION will have no responsibility or obligation to supervise or oversee any aspect of the construction of the Project and makes no warranties or representations about the quality or timeliness of any such construction activities or fitness for any particular purpose.

4. RAGATZ FAMILY shall provide a philanthropic gift to the FOUNDATION for the Project and associated costs up to the amount of \$1,500,000 (the “Ragatz Family Donation”). Payment of the Ragatz Family Donation shall be according to a schedule set forth in **Appendix A** attached hereto and incorporated herein. The breakdown of the Ragatz Family Donation is as follows:

Design & Construction Costs:	\$ 1,225,000
Maintenance Fund for Project:	\$ 200,000
Foundation Administration Fee (5%):	\$ 75,000
Total Gift:	\$ 1,500,000

5. COUNTY shall provide funding for \$240,000 of the construction costs for the Project.
6. FOUNDATION shall receive the Ragatz Family Donation, coordinate publicity, solicit proposals for the planning and design phase of the Project, act as a liaison between the RAGATZ FAMILY and the COUNTY, and manage the Ragatz Family Donation in accordance with the terms of this Agreement.
7. FOUNDATION will use reasonable efforts to fundraise for the Project with the intent of reducing the financial obligations of the COUNTY and RAGATZ FAMILY as described herein, with the intent to contribute toward the Project Costs that may exceed the estimated costs and to add additional components to be agreed upon by the Parties. Notwithstanding anything to the contrary set forth in this Agreement, the FOUNDATION shall have no independent obligation or responsibility to fund or pay for any Project Costs except as expressly set forth in this Agreement.
8. Naming Rights and Signage: The Project will be named in honor of Thomas and Karen Ragatz as further described below. The naming rights shall endure for twenty five (25) years after construction completion, unless extended by mutual agreement with details to be determined at that time. Further description of the recognition of the naming rights is as follows:
 - Hanging recognition sign on park master sign located on CTH M
 - Name on shelter
 - Kiosk near shelter (or at trailhead) highlighting family history and gift
 - 2 memorial benches at playground or along paved trail with plaques
 - Mendota County Park webpage with sub-header and text highlighting family history and gift
 - Foundation for Dane County Parks webpage highlighting family history and gift
 - Foundation for Dane County Parks facebook posts highlighting donation
 - Dane County Parks & Foundation press event announcing donation
 - Dane County Parks & Foundation press event/ribbon cutting upon construction completion
9. Monitoring Progress: At least once every six months, and more often if needed, the Parties will send an update by email or meet either in person or through teleconference to discuss Project progress. The FOUNDATION shall coordinate the meetings.
10. Publicity: All publicity for the Project shall recognize the RAGATZ FAMILY, the COUNTY and the FOUNDATION. The FOUNDATION shall coordinate joint publicity including press events and FOUNDATION social media posts. The COUNTY shall oversee COUNTY social medial posts and COUNTY website updates.

11. Donation Administration Compensation: The FOUNDATION shall receive as compensation for their donation administration work \$75,000 (5% of the RAGATZ FAMILY Donation).
12. Termination: Subject to the terms and conditions set forth in Section 15 below, the PARTIES may cancel this Agreement upon written notice at any time prior to the FOUNDATION or COUNTY signing any contracts for professional services or construction.
13. FOUNDATION and RAGATZ FAMILY shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of implementing the Project under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

Nothing contained within this Agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05.

14. Non Discrimination: Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment for the entirety of the Project.
15. Enforcement:
 - (a) This Agreement is entered into with good will and the expectation of completion. Any concerns of any party shall be discussed in the regularly occurring six month meetings or at other meetings to be agreed upon by the Parties. If the Parties are unable to reasonably agree, any party may elect to terminate the Agreement, subject to the terms and conditions set forth in Section 12 above.
 - (b) To the extent that any party fails to perform any of its obligations under this Agreement, and such failure may lead to material harm to another party, such aggrieved party may provide written notice of such failure to perform and the party

receiving such notice will have a reasonable time to cure. In the event the non-performing party is unable to cure within a reasonable time of receipt of such notice, any other aggrieved party may pursue any available remedies at law or equity.

16. Authority: Each party represents and warrants to the other Parties that it has the requisite power and authority to enter into and bind itself to the terms, conditions and covenants of this Agreement and that the undersigned for each party has been duly authorized to execute this Agreement in the capacity so stated.

[SIGNATURES ON NEXT PAGE FOLLOWING.]

IN WITNESS WHEREOF, COUNTY, RAGATZ FAMILY and FOUNDATION, by their respective authorized agents, have caused this Agreement and its appendices to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR RAGATZ FAMILY:

WILLIAM L RAGATZ TRUST, THOMAS R RAGATZ TRUST AND ERIK D RAGATZ TRUST

Date Signed: 8/15/22

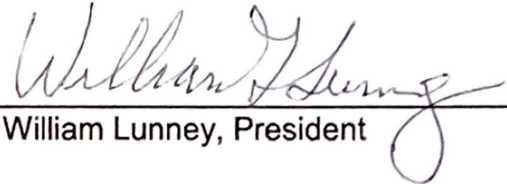
By: 

William L. Ragatz

FOR FOUNDATION:

FOUNDATION FOR DANE COUNTY PARKS, INC.

Date Signed: 8/10/2022

By: 

William Lunney, President

FOR COUNTY:

COUNTY OF DANE

Date Signed: _____

By: _____
Joseph T. Parisi, County Executive

Date Signed: _____

By: _____
Scott McDonell, County Clerk

**APPENDIX A
Payment Schedule**

2022	\$100,000
2023	\$400,000
2024	\$800,000
upon completion of construction	\$200,000 for maintenance

The 2022 payment shall be paid within 45 days of agreement execution by all PARTIES.

On January 15 of 2023 and 2024, the FOUNDATION shall invoice the RAGATZ FAMILY for the amounts provided above. The RAGATZ FAMILY shall pay the Foundation within 45 days of receipt of the invoice.

Upon completion of construction, the FOUNDATION shall invoice the RAGATZ FAMILY an amount of \$200,000 for the project maintenance fund. The RAGATZ FAMILY shall pay the Foundation within 45 days of receipt of the invoice.

With the funds to be donated by the Ragatz Family, the FOUNDATION shall pay the design and construction document development vendor the contracted price, upon completion of the design and construction documents, pending COUNTY approval of design and construction submittals.

The COUNTY will invoice the FOUNDATION for an amount equal to \$1,225,000 less the cost of the contracted amount set forth in the Design Services Agreement upon introduction of a resolution to the County Board approving the construction contract. With the funds to be donated by the Ragatz Family, the FOUNDATION shall remit payment of such invoice within 30 days of receipt.

The COUNTY will invoice the FOUNDATION for the \$200,000 project maintenance fund upon completion of construction. With the funds to be donated by the Ragatz Family, the FOUNDATION shall remit payment of such invoice within 90 days of receipt.