COST SHARING AGREEMENT FOR THE CONSTRUCTION OF THE MADISON LAKEWAY COMMUNITY CAUSEWAY IMPROVEMENTS

Between the City of Madison and Dane County

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "City"), and Dane County, a quasi-municipal corporation (hereinafter referred to as "County"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the City owns the area known as the Madison LakeWay, which includes 1.7 miles of Lake Monona shoreline and 17 acres of lakefront property, extending from S. Blair Street on the north, counterclockwise along the Lake Monona shoreline to E. Lakeside Street on the south, and consists of all or portions of Law Park, the John Nolen Drive Causeway, and Olin Park; and,

WHEREAS, in early 2022, Madison Parks launched the Lake Monona Waterfront Design Challenge—a competition to create a visionary, inclusive, and environmentally focused master plan for the Madison LakeWay, the City's foremost public lakefront; and,

WHEREAS, in April 2024, the City approved the Design Challenge winner's master plan for the Madison LakeWay (the Lake Monona Waterfront Master Plan, or "Master Plan") and directed Madison Parks to pursue outside funding resources to the extent possible to realize the vision set by the Plan; and,

WHEREAS, a portion of Phase 1 of the Madison LakeWay Project, the Community Causeway Improvements (the "Project"), is projected to commence in 2027; and,

WHEREAS, as part of its 2025 Capital Budget, the County has set aside $2 million towards the capital costs associated with the Project; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the City and the County wish to formalize arrangements for the County's contributions towards the City's capital costs associated with the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Cost Sharing Agreement for the Construction of the Madison Lakeway Community Causeway Improvements (the "Agreement") is to set forth the terms and conditions upon which the County will contribute $2,000,000 towards the construction of the Community Causeway Improvements component of Phase 1 of the City's Madison LakeWay Project. This Agreement does not address any highway improvements being

made by the City to John Nolen Drive, which improvements are a separate public works project.

2. Project. The Project shall consist of the construction of a portion of Phase 1 of the Madison LakeWay Project, the Community Causeway Improvements, which will include the shoreline park improvements being made from Olin Park on the south, northwesterly and northeasterly along John Nolen Drive to the North Shore Drive intersection. The Project will include those capital improvements being made to implement the Master Plan, and will include shoreline capital improvements, to include the addition of a pedestrian path, reestablishing trees and vegetation, stormwater improvements, and the addition of boardwalks, piers and other amenities to activate what has largely been underutilized shoreline since its creation in 1967.

3. Timing of Project. The Project is intended to be designed in 2026 with construction starting in 2027.

4. Project Plans. The City will provide County with copies of the Project Plans as they are prepared and approved. In finalizing plans, the City will consider any input provided by the County.

5. Construction Only. This Agreement covers the construction phase of the Project only, and does not cover the preliminary & final design engineering phases of the Project.

6. County's Contribution. The County shall contribute $2,000,000 towards the estimated $12,000,000 costs of the Project. The City anticipates an additional $3,000,000 of Project costs to be paid for by private fundraising, with any shortages in private fundraising, or additional capital costs beyond those estimated, being solely the responsibility of the City.

	Total Estimated Cost	Dane County	Private Fundraising	City of Madison
Capital Costs	$12,000,000	$2,000,000	$3,000,000	$7,000,000

7. Project Management; Billing. The City shall manage and be fully responsible for the Project. The City shall bill the County for its respective share of the Project's capital costs, based upon the following schedule:

   At 25% completion: $500,000
   At 50% completion: $500,000
   At 75% completion: $500,000
   At 90% completion: $500,000

8. Payment. The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.

9. Obligation. The City shall implement and maintain the Project as a public park facility for a minimum project life of 20 years. The City shall not sell, restrict, or convert or approve conversion of the capital project that results in any use inconsistent with the type of use for which the County's funds were provided during the life of the Project.

10. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

11. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

12. Compliance with Laws. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.

13. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR DANE COUNTY

Melissa Agard, Dane County Executive	Date
Scott McDonell, Dane County Clerk	Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor	Date
Lydia A. McComas, City Clerk	Date

Countersigned:

David P. Schmiedicke, Finance Director	Date

Approved as to form:

Michael Haas, City Attorney	Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES __-_____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.