



Legislation Text

File #: 20626, **Version:** 1

Fiscal Note

No appropriation is required. It is anticipated that the naming rights agreement would result in a net of approximately \$245,000 of additional private funding, largely completing the private donations requirement associated with the Tenney Park Shelter Project. The donation of \$250,000 would be partly offset by a \$5,000 handling fee paid to the Foundation.

Title

Authorizing the Mayor and City Clerk to execute a Donation and Naming Right Agreement Regarding the Tenney Park Shelter Project between the Madison Parks Foundation and the City of Madison. (AD#2)

Body

WHEREAS, the City has been formulating plans to make improvements in Tenney Park in the City of Madison, including the design and construction of a new Tenney Park Shelter (the "Pavilion") and other associated improvements (such as rebuilding of the lagoon shoreline) within Tenney Park (the "Project") and is actively working with the Tenney Park Shelter Group in making these plans and preparations; and,

WHEREAS, in the 2009 Capital Budget, the City budgeted \$1.2 million for the Project, with \$500,000 to be provided by the City from General Obligation Debt, and \$700,000 to be provided by private donations; and,

WHEREAS, the Tenney-Lapham Corporation, Inc. has raised significant donations to support the Project, yet still is approximately \$250,000 short of meeting the \$700,000 donation goal; and,

WHEREAS, a potential Donor has expressed a desire to close this funding gap by making a donation to the City for the Project in the amount of \$250,000, on the condition that the Donor be given naming rights to the Pavilion, input into the design of the Project, and that Donor's name be maintained anonymously throughout the Common Council's approval process; and,

WHEREAS, the City desires to accept the monetary donation from Donor for the benefit of the Project, and ultimately grant Donor naming rights to the new Pavilion; and,

WHEREAS, to transfer naming rights to Donor while maintaining Donor's anonymity until a later date, it is necessary for the City to enter into a donation and naming right agreement with a third party who can act as a financial and legal intermediary between the City and Donor, which agreement will provide for assignment of the third party's rights to Donor at a later date; and,

WHEREAS, since 2002 the Madison Parks Foundation (the "Foundation"), a body independent of the City, has raised funds to support improvements in neighborhood parks and public spaces and is in a position where it can assist the City and Donor in meeting the Donor's requests regarding anonymity; and,

WHEREAS, Donor and the Foundation will separately agree to an agreement between themselves that will address the donation and the assignment of the Foundation's rights under this Agreement to the Donor; and,

WHEREAS, as a condition of the Donation and Naming Right Agreement, before accepting the donation from the Donor, the Board of Park Commissioners will have to approve the name chosen by the Donor. If the name

is not approved by the Board of Park Commissioners, the Donation and Naming Right Agreement will be void and the donation will be returned to the Donor.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to execute the Donation and Naming Right Agreement Regarding the Tenney Park Shelter Project between the Madison Parks Foundation and the City of Madison.

BE IT FINALLY RESOLVED that all such agreements shall be in a form approved by the Risk Manager and the City Attorney.