

**MEMORANDUM OF UNDERSTANDING REGARDING
CROWLEY STATION/WELL 17 OPEN SPACE**
Between the City Of Madison Parks Division and the Madison Water Utility

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the City of Madison Parks Division (“Parks”) and the Madison Water Utility (“Water Utility”).

RECITALS

WHEREAS, the Water Utility operates a subterranean well and reservoir on E. Wilson St. at 201 S. Hancock St. (Well #17, also known as Crowley Station), which facility has a large exposed concrete surface accessible at street level; and,

WHEREAS, in 2013, Parks, the Water Utility, an informal group of residents, property owners and business interests (the “Friends of Crowley Station”), and a downtown neighborhood association, Capitol Neighborhoods, Inc. (“CNI”), entered into a Memorandum of Understanding (the “2013 MOU”) regarding the improvement, use and maintenance of Crowley Station as public open space. Under the 2013 MOU, the Friends of Crowley Station, through CNI, were authorized to make certain improvements to Crowley Station, and Parks agreed to maintain and treat the surface as park space. Crowley Station has been maintained as a public open space since then, but remains an underutilized community asset; and,

WHEREAS, on March 6, 2017, the City amended its master community garden lease with Community GroundWorks, Inc., now known as Rooted WI, Inc. (“Rooted”) (see Second Amendment to Lease with Rooted WI, Inc., Doc. No. 5311358), to include the Crowley Station surface, allowing the garden group to operate community gardens in the raised plating beds installed under the 2013 MOU (the “Garden Lease”); and,

WHEREAS, in 2020, community leaders and members began rethinking the possible uses of Crowley Station. In consultation with Parks and the Water Utility, these interested community members have developed a vision to develop and transform the Crowley Station surface into a “Lakefront Porch”, which will broaden the range of activities and uses for the space. Sufficient private funding has been secured to advance the Lakefront Porch project (the “Project”), which Project will be completed through a separate agreement between the City and the Madison Parks Foundation, the improvements being donated to the City upon completion; and,

WHEREAS, by separate resolution, the Common Council has declared that, in light of the Project and the development of the Lakefront Porch, it is appropriate to administratively declare the Crowley Station surface as a City Park, subject to an interdepartmental memorandum of understanding between Parks and the Water Utility regarding the improvements, the use of the site, and the maintenance needs of the facility.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, Parks and the Water Utility (the “Parties”) do agree as follows:

1. Purpose. The purpose of this Memorandum of Understanding (the “MOU”) is to set forth the roles and responsibilities of Parks and the Water Utility in regards to the Project and the operation of the Crowley Station surface as a public park.
2. Effective Date. This MOU will become effective upon execution by the Parties hereto.
3. Scope of Agreement. This MOU only applies to the surface of the Water Utility’s Crowley Station property. The Water Utility maintains ownership of the underlying parcel of land, and has complete authority over the well and reservoir facility, including the parking area behind the facility. A map showing the surface area subject to this MOU, and that will be considered City park lands (the “Park”), is attached hereto as Exhibit A.
4. Prior Agreements. Upon the effective date of this MOU, the 2013 MOU will terminate. This MOU does not affect the Second Amendment to Lease with Rooted regarding the community garden use of Crowley Station.
5. Crowley Station Park. By entering into this MOU, and consistent with the resolution of the Common Council, the Water Utility agrees to allow Parks to improve and operate the surface of Crowley Station as a City park, subject to the following conditions:
 - a. General Limitation. No use of the Crowley Station surface or property, by Parks or the community, shall interfere with the Water Utility’s use and operation of the property for its intended purpose, as a well and reservoir. All installation or maintenance activity that will result in the piercing of the Crowley Station surface or exterior must be approved by the Water Utility.
 - b. Ownership Interests. Except where specifically agreed to by the Parties, and subject to the interests of Rooted as set forth in the Garden Lease, any surface improvement within the Park area shall hereafter be considered the property of the Parks Division; the rest of the parcel, including the well and reservoir facility itself, the concrete surface upon which the Park sits, and the parking lot, shall be the property of the Water Utility (the Water Utility Property). Improvements to the Park portion of the property will require approval by the Board of Parks Commissioners; improvements to the Water Utility Property will require review of the Water Utility Board and possibly the Public Service Commission.
 - c. Maintenance. Parks shall be responsible for the maintenance of the Park and any maintenance needs attributable to the use of the property as a park; Water Utility shall be responsible for the maintenance of Water Utility Property. Maintenance includes, where applicable, leaf/debris collection, turf maintenance (including mowing and string trimming), landscape planting and maintenance, graffiti and residue removal, and hardscape maintenance (sweeping sidewalks, power washing seating areas as needed).
 - d. Snow Removal; Trash. Parks is responsible for snow/ice and trash/recycling removal from the Park and the Wilson Street sidewalk, if the Park is open during the winter; the Water Utility is responsible for snow/ice removal on the Hancock Street sidewalk, and on the Wilson Street sidewalk if the Park is closed in the winter. Neither Parks nor the Water Utility is under any obligation to clear snow and ice from the surface of Crowley Station if the Park is closed for the winter.

- e. Operations. Parks shall be responsible for operating the Park, including enforcing City and Board of Parks Commissioners ordinances, policies, and practices therein, and installing/removing park rules signs/benches/bike racks/refuse containers as required. Park Rangers will educate and enforce park rules according to Madison General Ordinances and the Parks Behavior Policy. Parks may issue permits for the use of the Park. Park related events shall not interfere with Water Utility operations. The Water Utility shall be responsible for operating the Water Utility Property.

- f. Project; Future Improvements of Crowley Station.
 - (1) The Project, and any future improvements to the Park, whether pursued by Parks or by private entities in coordination with Parks, shall be performed in accordance with plans and specifications approved by both the Parks and the Water Utility. The Water Utility will discuss improvements to Water Utility Property with Parks, but Parks approval is not required for such improvements.
 - (2) Parks shall lead and oversee all planning efforts related to improvements to the Park. The Water Utility may participate in these planning efforts, but is not required to do so.
 - (3) Parks shall oversee the Board of Public Works contracting process, including bidding preparation, contractor selection and project management for surface improvements to the Park; the Water Utility shall oversee the Board of Public Works process for improvements to Water Utility Property.
 - (4) The Party responsible for an improvement project is responsible for obtaining any necessary permits or approvals. The other party shall cooperate as needed in order to secure such permits or approvals.
 - (5) Parks may designate Park Impact Fee funding for future improvements to the Park based upon the Council’s administrative classification of the surface of Crowley Station as a park, as allowed under Madison General Ordinance Chapter 20 and Wis. Stat. Sec. 66.0617.

- g. Municipal Service Payments. The Park adds approximately XXXXX square feet (.XX of an acre) of park land. Parks will be responsible for paying Stormwater and Urban Forestry Special Charges for the Parks portion of the Crowley Station property. Water Utility will pay X%, Parks will pay Y% of these charges.

6. Communications. Any notice or communication under this MOU shall be directed to the following individuals or their respective successors:

For Parks: Parks Superintendent
City of Madison
330 E. Lakeside St.
Madison, WI 53715
Add email

For Water Utility: Water Utility General Manager

Madison Water Utility
119 E. Olin Ave.
Madison, WI 53713
Add email

7. Amendments. This MOU may be amended at any time by the written agreement of the Agencies.
8. No Third Party Beneficiaries. This MOU is intended to benefit the Parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their proper officers on the day and year first above written.

FOR THE MADISON PARKS DIVISION

Eric Knepp, Parks Superintendent

Date

FOR THE MADISON WATER UTILITY

Krishna Kumar, General Manager

Date

EXHIBIT A
Map of Park