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February 21, 2007  
St Mary's Greenbush Baycreek  
Neighborhood Advisory Committee  
c/o Alan Schwoegler  
621 South Shore Dr  
Madison, WI 53715

To: Madison Common Council  
Re: Support for Park Street – West Shore Storm Sewer Project

The City of Madison Engineering section has developed a storm sewer plan meant to alleviate Park Street rainwater flooding such as that which occurred last July in the 700 block of Park Street. Existing storm water capacity in the area of the 700 block of Park Street and Erin/West Shore only has the capacity for a 1 year peak-storm event. Flooding has adversely affected Park Street traffic and properties in this area.

City proposed upgrades include a re-designed storm sewer which can accommodate a 100 year storm water event. The new storm sewer, as proposed, is to be routed through the right-of-way alley in the 700 block of Park St east to West Shore Drive. The City has presented this plan to affected property owners, St Marys Hospital, St Mary's Neighborhood Advisory Committee (NAC for Greenbush and Bay Creek), and Friends of Monona Bay.

**St Mary's NAC of Greenbush and Bay Creek supports this storm sewer upgrade with some contingencies:**

1. The plan should include an additional catch basin/silt trap/sump. The additional catch basin/sump is to be located at the west end (Park St) of the new storm sewer section between Park Street and West Shore. The planned sump at West Shore should remain in the plan.
2. The plan should add a debris trap and sump which is similar to the newly installed unit at the Parr Street Monona Bay storm sewer outlet. This additional debris trap should be installed in the existing storm sewer at the east end of Erin Street.
3. Clean-out access and the access metal cover grates for the proposed "100 year" storm sewer's debris trap should be located in the street pavement at West Shore, not in the grass terrace/park bordering Monona Bay. We understand that this debris clean-out cover access is fairly large and maintenance for the clean-out will occasionally re-route traffic in the 700 block of West Shore. The occasional disruption of traffic is less issue than the loss of green space and recreational access along the Monona Bay lakefront terrace.

Dennis C. Davidsaver  
624 W. Shore Drive  
Madison, WI 53715

February 23, 2007

Ms. Debbie Fields  
Common Council Administrative Secretary  
210 Martin Luther King Blvd., Room 417  
Madison, WI 53703

Re: Storm Sewer Project 700/800 Block South Park St., Madison, WI

Dear Common Council Member:

I am writing in support of the City of Madison's Department of Public Works proposal to install a new high capacity storm sewer running from the vicinity of the 700/800 block of South Park Street along an alley way with the new run-off to pass through a debris trap, ultimately draining into Monona Bay.

I live on the corner of West Shore Drive and Erin Street facing Monona Bay and directly adjacent to the current storm outlet that services this area. I've been a witness to the frequent flooding of Park Street along with torrential flushing of street litter, debris and run off into Monona Bay

Not only will this new sewer eliminate the flooding but will vastly reduce the filling, littering and polluting of Monona Bay through the filtering of the run-off.

In this line, I would strongly recommend and request that a second debris trap be installed to the existing storm outlet at the end of Erin Street to completely eliminate the street dump into this region of our lake.

Thank you for your consideration and please feel free to contact me with questions or if I can provide any assistance with this project.

Sincerely,



Dennis C. Davidsaver  
Phone 608-257-2396  
Dennis.c.davidsaver@chase.com

21 February 2007

Common Council Office  
210 Martin Luther King, Jr. Blvd  
Room 417, City-County Building

Re: Park Street Reconstruction and Construction of Relief Storm Sewer

Members of the Common Council:

The city is proposing to reconstruct the southbound lanes of S Park Street between Haywood Drive and Erin Street and construct a Relief Storm Sewer System. This project will address specific concerns related to the St. Mary's expansion.

This letter is in reference to a portion of the project proposed to include the construction of a relief storm sewer starting at Park Street through a residential public alley (between the 700 and 800 blocks of S Park St), across West Shore Drive, the Monona Bay shoreline, and eventually emptying into Monona Bay. This plan was originally introduced into the board of public works on January 17<sup>th</sup>, 2007 and was referred to and approved at the board of public works meeting on February 7<sup>th</sup>, 2007. The main motivation behind this proposed storm sewer was presented by city engineering at the Jan 17<sup>th</sup> meeting using photographs obtained from the St. Mary's construction site taken on July 27<sup>th</sup>, 2006. That day Madison, especially the downtown area, received approx 5 inches of rain in 90 minutes causing serious flooding across several areas of the city including the corners of Park St adjacent to the St. Mary's building site. That storm has been referred to as a 100 year event by city engineering. Unfortunately due to the grading problem that currently exists at these junctions the water accumulation in one particular area was large enough to cause an overflow into the large construction opening already accumulating rainfall. Although the planning, with respect to the St. Mary's addition, has been in process for 5 years as stated by both city engineering and the St. Mary's consulting group Shreiber Anderson at various public meetings, apparently no preventative measures were evaluated to avoid creating a design susceptible to this issue.

The storm sewer proposed will be quite large (10 feet wide by 8 feet deep) and will run adjacent to several residential properties and extend forward through privately owned land to reach the Monona Bay.

Our first concern in this matter is the environmental effect that a storm sewer outlet of this size will have on a residentially used and privately owned shoreline. This issue is currently under review with the DNR and will be addressed at a formal meeting to be held after the Common Council meeting of February 27<sup>th</sup>. This project will require a DNR Chapter 30 permit in which the city has to address DNR concerns such as water treatment plans and property owner permission in order to obtain the permit.

The more compelling concern is the construction and placement of a permanent structure on or within private property. Our position is that the construction required to complete this project is in violation of the lease agreement recorded January 4<sup>th</sup>, 1908 between the City of Madison and the adjacent shoreline property owners. The lease

agreement referred to as document number 284849 provides the City of Madison (referred to as 'party of the second part') with permission from adjacent shoreline property owners (referred to as 'party of the first part') to maintain a road and shoreline area for park use only. The following excerpts are taken directly from that document:

Conditions contained in instrument recorded on January 4, 1908 in Volume 25 of Misc., page 208, as Document No. 284849.

FIRST: That the said premises above described are hereby leased to and are to be used by the said party of the second part for park purposes and for no other purpose whatever, and no building of any kind shall be erected on said premises or any part thereof, by the said lessee or by the city of Madison for which the said lessee holds

THIRD: That the said party of the second part shall have entire control and supervision of said premises and of the lake front near or in front of the said premises subject to the reservations hereinafter mentioned and shall have the sole and exclusive right and privilege of caring for the same and of planting thereon such low growing shrubs and flowers as it the said party of the second part may from time to time think proper, necessary and advisable in the care, maintenance and management of said park and said party of the second part shall seed down said park to grass and keep the same always in good condition as a park

EIGHTH: It is hereby further definitely and distinctly agreed and understood by and between the parties hereto that as said premises are leased by the said parties of the first part and each of them to the said party of the second part solely for the purpose of preserving, maintaining, policing, beautifying, and using the same for park purposes that both parties to this lease and their successors and assigns shall cooperate in all proper and reasonable ways in maintaining, preserving, and beautifying said park premises provided always however, that the said party of the second part shall have and exercise full and complete control over said premises in directing the care management and preservation of the same, subject only to the rights and privileges hereinbefore reserved by the said parties of the first part and each of them; and provided further, that if at any time the said party of the second part fails to carry out all of the terms and conditions of this lease and fails to keep, preserve and maintain said park strip in good condition as and for a part of or an extension of its park system then and in that case this lease shall terminate the provisions of the same shall have no force or effect and said park strip and the entire ownership and right of management, caring for, protecting and using the same shall revert to the said parties of the first part and their assigns respectively in such proportion and in such way that each lot owner owning a lot adjoining or fronting on said drive park strip and lake shore shall have own, use and control that portion of said park strip in front of his lot the same as if this lease had never been made but this provision of this lease is to be construed reasonably in favor of the said party of the second part and with no intention to work a forfeiture should the said party of the second part neglect or delay for only a brief period of time to maintain or keep up said park.

This document and all supporting documents clearly define the terms of the lease with respect to the permissible use of the leased land required to complete this project. Secondly this project is not for the maintenance or improvement of any directly affected residential area. Last, the building of any structure in this land creates a liability for any adjacent affected property owner as well as the potential for termination of the above

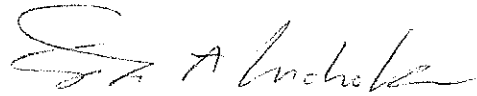
lease agreement for failure to comply with the terms. We have consulted and retained legal counsel with the firm of Murphy Desmond on this issue and hope to find an acceptable solution preventing further action.

We understand the necessity for progress, and support continued development in this community, but are concerned that the current proposed design disregards the rights of property owners and jeopardizes the existing city park land.

Sincerely,



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Madison WI 53715-1814



Seth Nicholson  
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Madison, WI 53715-1816