MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADISON PARKS DIVISION AND THE MADISON WATER UTILITY

For Installation and Maintenance of Permanent Water Main at Yahara Hills Park West

This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and between the City of Madison Parks Division (hereinafter referred to as "Parks") and the City of Madison Water Utility (hereinafter referred to as "Water Utility"), (collectively the "Agencies").

RECITALS

WHEREAS, the City of Madison has owned the property located at 3901 Savannah Road, Madison, WI 53718, in the City of Madison, Dane County, Wisconsin ("Property") since 1991. The Property, known as Yahara Hills Park (West), is managed by Parks and includes stormwater facilities, a berm and natural areas; and,

WHEREAS, the Water Utility seeks to install a public water main and associated facilities ("Facilities") within a portion of the Property, as depicted on Exhibit A attached hereto, to close the loop at an extremely long dead end in the system to improve system hydraulics, redundancy and fire flow capacity along the corridor; and,

WHEREAS, Parks is agreeable to the Water Utility installing public water main facilities within a portion of the Property, subject to the terms set forth in this MOU.

NOW THEREFORE, based upon the foregoing, the Agencies agree as follows:

1. The Water Utility is authorized to install and maintain Facilities within the Property, as set forth in Exhibit A, Water Project Overview, to this MOU. No above-ground improvements shall be located in the Property, with the exception that hydrants and valves or other access points to the Facilities at grade level shall be permitted as depicted on attached Exhibit A.

2. All areas affected by any work performed by the Water Utility and/or their contractor (the "Contractor") when installing or maintaining the Facilities will be promptly restored to original grade and vegetation or surface condition, including repair or replacement of pavement and concrete, by and at the expense of the Water Utility after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the Park Superintendent or designee.

3. No grade change shall be made to the Property without the written consent of the Park Superintendent or designee.

4. The Water Utility and/or the Contractor will install and maintain the Facilities within the Property; access to the Property will include the right of ingress and egress and the right to excavate, construct, operate, repair, replace, and/or maintain the Facilities; and to perform all work incidental thereto.

DRAFT

5. In lieu of the issuance of a Temporary Land Use Permit from Parks for said water main installation, the Water Utility and its Contractors' use and occupation of the Property will be subject to the following conditions:

   a) Contractor shall only be allowed access upon authorization to proceed by Parks and the Water Utility.

   b) Water Utility and the Contractor shall be required to meet on site prior to the commencement of any work within the Property to verify the location of the proposed water main. The final location shall be approved by the Parks Superintendent or their designee prior to any work commencing within the park.

   c) If the ground is saturated or wet conditions exist, Parks has the right to dictate the access route and the date when the work will take place in order to minimize damage to the Property.

   d) Other than as shown on the construction plans, no tree removals or trimming are allowed without the express written approval by the Parks Superintendent or designee.

   e) Unless otherwise authorized by Parks, use of the Property by the Contractor during installation of the Facilities shall be restricted to the areas shown on attached Exhibit B, Water Staging Plan.

   f) The Contractor must notify both Adam Kaniewski at akaniewski@cityofmadison.com and Lisa Laschinger at llaschinger@cityofmadison.com a minimum of 72 hours in advance and prior to the start of work.

   g) Outside of active work areas, the Property shall remain open for use by the public during installation of the Facilities; all work must be fenced off or protected during non-work hours. Any pavement that is removed shall be brought up to grade with plates, stone or surfacing until the final restoration is completed.

   h) The Contractor shall be responsible for all restoration and clean up after the work is completed. If Parks resources are required for cleanup, the Contractor or the Water Utility will be invoiced on a time and material basis for all costs incurred by Parks.

   i) Parks reserves the right to use and occupy the Property in a manner consistent with the rights conveyed herein, provided that such use and occupancy shall not interfere with or disturb the activities and/or use of the Property by the Contractor or the Water Utility.

DRAFT

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
llaschinger@cityofmadison.com

For Water Utility:
Pete Holmgren
Madison Water Utility
119 East Olin Ave.
Madison, WI 53713
pholmgren@madisonwater.org

FOR THE MADISON PARKS DIVISION

_____ _____
Lisa Laschinger, Interim Parks Superintendent Date

FOR MADISON WATER UTILITY

_____ _____
Krishna Kuma, General Manager Date
Madison Water Utility

This MOU is authorized by Resolution Enactment No. _____, File ID No. _____, adopted by Common Council of the City of Madison _____, and has been approved by the Board of Park Commissioners at its _____meeting.

DRAFT