

**MEMORANDUM OF UNDERSTANDING REGARDING SHARED DRIVEWAY
AT 435 AND 439 MILKY WAY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2020, by and between the City of Madison Parks Division (“Parks”) and the City of Madison Water Utility (“MWU”), (collectively, the “Agencies”).

RECITALS

WHEREAS, the City of Madison owns the two abutting parcels located at 435 and 439 Milky Way; and

WHEREAS, MWU uses the parcel at 435 Milky Way for Water Tower Well #225; and

WHEREAS, Parks maintains the parcel at 439 Milky Way as North Star Park; and

WHEREAS, the Agencies desire to construct and share a driveway along their common property line.

NOW, THEREFORE, the Agencies agree as follows:

1. Establishment of Shared Driveway. The Agencies hereby establish a shared driveway (the “Shared Driveway”) over their respective parcels at the location denoted on attached Exhibit A.
2. Use of Shared Driveway.
 - a. The Agencies, their employees, agents, and invitees shall have the right to use the Shared Driveway for the limited purposes of pedestrian and vehicular ingress to and egress from Milky Way to their respective parcels.
 - b. Neither Agency shall (i) unreasonably interfere with or impair the other party's rights hereunder, or (ii) erect or permit to be erected any sign, fence, wall, pole, post, structure, or other facility so as to prevent the free flow of traffic over and across the Shared Driveway.
 - c. No parking shall be permitted along the Shared Driveway at any time.
 - d. The Agencies shall not use the Shared Driveway for open storage or permanent parking of vehicles or equipment of any kind.
 - e. Parks shall coordinate and cooperate with MWU to minimize public access to MWU’s property.
 - f. The Agencies agree to construct, maintain and use the Shared Driveway in a manner fully complying with all laws and other legal requirements.

3. Construction and Maintenance.

- a. MWU shall pay for the preparation of the subgrade of the Shared Driveway in preparation for paving. Parks shall be responsible for asphalt paving the Shared Driveway. Costs shall be as noted in the construction contract documents. Limits of work under the construction contract shall be as illustrated on Exhibit A (shaded area).
- b. Construction of the Shared Driveway shall be performed in accordance with plans and specifications to be approved by the Agencies. The Shared Driveway shall have a minimum width of twenty-four (24) feet and shall be striped for two-way traffic.
- c. Parks and MWU shall share responsibility for repair and replacement of facilities identified in Exhibit A as detailed below:
 - (1) Parks shall be responsible for the following:
 - i. Parks shall be responsible for 50% of costs for repair and replacement of the Shared Driveway.
 - ii. Parks shall be responsible for 100% of the costs for construction, repair and replacement of the Parking Area.
 - iii. Parks shall not be responsible for construction, repair or replacement of the Water Utility Driveway.
 - (2) MWU shall be responsible for the following:
 - i. MWU shall be responsible for 50% of costs for repair and replacement of the Shared Driveway.
 - ii. MWU shall not be responsible for costs for construction, repair or replacement of the Parking Area.
 - iii. MWU shall be 100% responsible for construction, repair and replacement of the Water Utility Driveway.
- d. Parks and MWU shall share plowing responsibilities for the Shared Driveway. MWU shall not be responsible for plowing the Parking Area, and Parks shall not be responsible for plowing the Water Utility Driveway.
- e. Parks shall keep the areas adjacent to the Shared Driveway maintained, mowed, and cleared of litter and trash.
- f. Parks shall post and maintain “No Parking” signs along the Shared Driveway, and enforce any public violations thereof.

4. 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
210 Martin Luther King, Jr. Blvd., Room 104
Madison WI 53701-2987

For MWU: General Manager
 Madison Water Utility
 119 Olin Ave.
 Madison, WI 53713

5. Amendments. This MOU may be amended at any time by the written agreement of the Agencies.

IN WITNESS WHEREOF, the Agencies have entered into this MOU as of the date first set forth above.

FOR THE MADISON PARKS DIVISION

Eric Knepp, Parks Superintendent

Date

FOR THE MADISON WATER UTILITY

Tom Heikkinen, General Manager

Date

This MOU is authorized by Resolution Enactment No. RES-_____-_____, File ID No. _____, adopted by the Common Council of the City of Madison _____, 2020, and has been approved by the Board of Parks Commissioners at its _____, 2020 meeting and the Water Utility Board at its _____, 2020 meeting.

Drafted by the City of Madison Office of Real Estate Services
Real Estate Project No. 11747

EXHIBIT A

