



Legislation Text

File #: 51281, Version: 1

Title

Request from City Water Utility for the installation and maintenance of a water main through a portion of Duane F. Bowman Park.

Body

The City of Madison Parks Division has received a request from Madison Water Utility ("Water Utility") for the installation and operation of public water main facilities (the "Facilities") within a portion of Duane F. Bowman Park (the "Park") located at 1775 Fish Hatchery Road and 1851 Fish Hatchery Road. This project is the final phase of a 5-mile water transmission line and pump station project which utilizes excess water supply from Unit Well 18 to improve hydraulics, fire flow and supply redundancy in Pressure Zone 7 (SW Madison) and along this corridor in the Arbor Hills neighborhood.

If the project is approved, the Parks Superintendent is authorized to enter into a Memorandum of Understanding with the Water Utility which will authorize a Temporary Land Use Permit to govern the installation of the Facilities and will also address ongoing access, operation, maintenance, repair and future replacement of the Facilities. The Memorandum of Understanding is subject to the following conditions:

1. No above-ground improvements shall be located in the Park, 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, Water Project Overview.
2. All areas affected by any work performed by the Utility and/or their contractor (the "Contractor") 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 Utility after completion of said work (or as soon thereafter as weather reasonably permits) and in a manner satisfactory to the City of Madison Park Superintendent.
3. No grade change shall be made to the Park without the written consent of the City of Madison Park Superintendent.
4. The Water Utility and/or the Contractor will install and maintain the Facilities within the Park; access to the Park will include the right of ingress and egress from paved areas (Fish Hatchery Road or paved pathways in the park) and the right to excavate, construct, operate, repair, replace, and/or maintain the Facilities within a 20 ft corridor; and to perform all work incidental thereto.
5. Water Utility's Contractor shall only be allowed access upon authorization to proceed by the Madison Parks Division and the Water Utility.
6. Water Utility and the Contractor shall be required to meet on site prior to the commencement of any work within the Park to verify the location of the proposed water main. The final location shall be approved by the Parks Superintendent or his designee prior to any work commencing within the park.
7. If the ground is saturated or wet conditions exist, the City has the right to dictate the access route and the date when the work will take place in order to minimize damage to the Park.

8. Other than as shown on the construction plans, no tree removals or trimming are allowed without the express written approval by the Parks Superintendent.
9. Unless otherwise authorized by the City of Madison Parks Division, use of the Park by the Contractor during installation of the Facilities shall be restricted to the areas shown on attached Exhibit B, Staging Plan.
10. The Contractor must notify both Mike Sturm at msturm@cityofmadison.com and Laura Bauer at lbauer@cityofmadison.com a minimum of 72 hours in advance and prior to the start of work.
11. Outside of active work areas, the Park 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.
12. The Contractor shall be responsible for all restoration and clean up after the work is completed. If City resources are required for cleanup, the Contractor will be invoiced on a time and material basis for all costs incurred to the City.
13. The City of Madison reserves the right to use and occupy the Park 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 Contractor.