



Legislation Text

File #: 22686, **Version:** 1

Fiscal Note

No appropriation is required.

Title

To authorize the Mayor and City Clerk to execute an agreement with Blessed Sacrament Congregation for the planting and maintaining of an edible landscape to be located in Hollister Avenue Triangle Park. (AD 10)

Body

Blessed Sacrament Congregation (“Blessed Sacrament”) has approached the Parks Division regarding the use of Hollister Avenue Triangle Park as an edible landscape site as a recommendation from the School’s Wellness Committee. Parks staff has reviewed this request consistent with their Edible Landscape review process; the approximate area shown in the attached Exhibit would be suitable for the planting and maintenance of the low-growing edible plants that the school would like to plant. Blessed Sacrament has agreed to maintain the edible landscape in accordance with a Use Agreement to be entered into between the City and Blessed Sacrament.

Now therefore, be it resolved, that the Mayor and City Clerk are authorized to execute a Use Agreement with Blessed Sacrament Congregation, which Agreement shall contain the following material terms and conditions:

1. The City shall allow Blessed Sacrament to create an edible landscape consisting of edible plants in Hollister Avenue Triangle Park. The location of the edible landscape is shown on the attached Exhibit, which has been approved by the Parks Division staff.
2. No fee shall be charged for such use.
3. The term of the Agreement shall be five years, and shall automatically renew for additional terms of one year unless otherwise terminated by either party.
4. Blessed Sacrament shall be responsible for maintaining the edible landscape and the planting area. Such maintenance responsibilities shall include: mulching; watering; tilling; removing plant debris and waste from the Park; and fertilizing in accordance with standards and materials acceptable to the Parks Superintendent.
5. Blessed Sacrament shall indemnify the City, and shall provide insurance in the amounts and types of coverage as required by the City’s Risk Manager.
6. No permanent improvements shall be placed in Hollister Avenue Triangle Park by Blessed Sacrament, with the exception that facilities for water service shall be permitted at Blessed Sacrament’s sole cost and expense in a location to be pre-approved by the Parks Superintendent, and, if applicable, the Madison Water Utility.
7. The permitted hours of use shall coincide with the hours that Hollister Avenue Triangle Park is open to the public.
8. All volunteers, employees and agents of Blessed Sacrament using equipment that could cause injury shall be adequately trained in such use and have the appropriate safety equipment.
9. Blessed Sacrament shall be responsible for calling Diggers Hotline to identify and mark all underground utilities prior to digging within park property.

Upon termination of the Agreement, Blessed Sacrament shall, if directed by the City, remove all vegetation from the planting site and restore the site to the condition equivalent to that which existed prior to the plantings.