



## Legislation Text

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**File #:** 41823, **Version:** 1

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### **Fiscal Note**

No fiscal impact.

### **Title**

Authorizing the execution of a Landscaping Maintenance Agreement with the Blair Street Gardens Committee, Inc., for access and maintenance purposes of two decorative garden areas at 603 East Wilson Street and 499 East Wilson Street.

### **Body**

WHEREAS, the Blair Street Gardens Committee, Inc, (the "Committee"), in conjunction with the Marquette Neighborhood Association, have been maintaining two decorative garden areas (the "Gardens") located at the intersection of South Blair Street, Williamson Street, and East Wilson Street, since 1985, addressed at 603 East Wilson Street and 499 East Wilson Street; and

WHEREAS, the Garden area located at Blair Street and Williamson Street is known as the "Blair Street Gateway Garden", and the Garden area located along East Wilson is known as "Wilson Green", and

WHEREAS, the Gardens were originally designed to improve the aesthetics of said intersection and have been maintained by the Committee over the years with the unwritten approval of the City Parks and Engineering Divisions; and

WHEREAS, the two Garden areas are contained both in public right-of-way, and City-owned land under the control of City Engineering and the Water Utility; and

WHEREAS, most recently the Committee approached the City with a new design for the Blair Street Gateway Garden, and during discussions with City staff, it was agreed that there should be a formal written landscaping maintenance agreement defining the responsibilities of the City and the Committee in reference to the Gardens; and

WHEREAS, City staff, including City Engineering and the Water Utility, and the Committee have reviewed and agreed upon the language for a formal landscaping maintenance agreement for the Gardens; and

WHEREAS, the Marquette Neighborhood Association has reviewed and approve of the terms for the landscaping maintenance agreement between the City and the Committee; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute a Landscaping Maintenance Agreement (the "Agreement") with the Blair Street Gardens Committee, Inc., for access and maintenance purposes of two decorative garden areas at 603 East Wilson Street and 499 East Wilson Street, on the following terms and conditions:

1. To comply with all applicable Madison General Ordinances.
2. The Committee's private landscaping improvements shall include: benches, sculpture pieces, garden sheds, decorative plantings, limestone outcropping stone retaining wall and glacial boulders, flagstone patio, gravel walkway, and landmark signage; as depicted on Attached Exhibit A and B.

3. The Committee shall be responsible for all costs of installation, repair and on-going maintenance of the private landscaping improvements, including but not limited to: a) maintaining the paths with new stabilizing material and gravel as needed; b) weeding and eradication of invasive species; c) spring and fall clean-up of the Garden Areas or as needed; d) pruning of shrubs; and e) removal of litter material. The City shall be responsible for maintenance and snow removal of the public sidewalk areas bordering the Garden Areas.
4. The City hereby accepts ownership of the private landscaping improvements in exchange for maintenance of said improvements by the Committee. The City's acceptance of ownership of the landscaping improvements eliminates the standard requirement for liability insurance from the Committee.
5. The Committee agrees that City may remove, at the City's expense, said private landscaping improvements upon thirty (30) days written notice by City to the Committee, if the area is needed for public purposes. Public purposes include but are not limited to, and without limitation because of enumeration, public alleys, streets, highways, bike paths, sidewalks, parks, and facilities for the development, improvement and use of public lands. Additionally, the Committee, its successors and assigns shall be entitled to no damages for removal of the private landscaping improvements.
6. The City agrees that the Committee may terminate this Agreement at any time upon written notice to the City, following removal of the private landscaping improvements and reasonable restoration as approved by the City Engineering Division.
7. Any chemical agent, insecticide, fertilizer, or other additive proposed to be used by the Committee or its volunteers or contractors must meet or exceed all federal, State, and local laws, regulations guidelines, and limitations (including prohibitions) for its use. The City reserves the right to restrict or ban the use of any chemical agent, insecticide, fertilizer or additive on the Garden areas.
8. The Committee agrees that City shall not be held responsible for any damage to the Committee's private landscaping improvements that may be caused by City, its employees, contractors, or others.
9. The Committee shall be solely responsible for all water, sewer, storm water and any other utility charges billed to the Garden Areas.
10. This Agreement shall be binding upon the Committee, its successors and assigns, and shall be recorded in the office of the Dane County Register of Deeds.

Legal Descriptions of the Decorative Garden Areas:

Legal Description Gateway Garden:

Being a part of Lot 1 and 2, Block 125, Original Plat, City of Madison, Dane County, Wisconsin.

Legal Description Wilson Green:

Being a part of Lots 1, 2, 3 and 4, Block 271, and part of Lots 1 and 2, Block 269, Original Plat, City of Madison, Dane County, Wisconsin.