

**Memorandum of Agreement
Between Engineering, Parks and Streets
Hope Evangelical Cemetery Maintenance**

Background

The South Phased Attachment of Blooming Grove to the City of Madison is scheduled to occur on December 28, 2020. The property located at 3702 CTH AB which includes the Hope Evangelical Cemetery is included in this attachment.

The Hope Evangelical Cemetery was originally founded in the 1850s and was associated with the church that once stood on the property. That church was closed and torn down in 1920. Shortly afterwards, a Cemetery Association was founded to take care of the church cemetery that remained. That association raised and managed trust funds to care for the cemetery.

In the 1960s, the Association declared adverse possession of the property due to its years of maintenance and care. By the 1980's general interest in the cemetery started fading. Since 2000 only 3 people have been buried in the cemetery with the last burial occurring in 2010. There are 93 people buried at the cemetery and no additional persons can be buried there.

In 2014 the Association informed the Town of Blooming Grove that the Association could no longer care for the cemetery. The Association turned over their records to the Town along with the \$11,368 remaining in the Association's trust fund for long term maintenance. The Town took charge of the cemetery and managed and cared for it under Wis. Stat. Sec. 157.115(1)(c). Since that time the Town of Blooming Grove's maintenance has included mowing and tree removal. The Town's expenses to date exceed the amount provided by the Association's trust fund.

The Town never took title to the property which remains with the now defunct Association. As such under the statutes, once the cemetery property comes into the City, the Town will no longer responsible for its management and care. At time of attachment, the City will be required to take control of the cemetery, manage and care for it. No funds will be transferred to the City for continued maintenance upon attachment. Further, no funds have been provided in the City's 2021 or 2022 operating budget to provide for maintenance of the cemetery.

Agency Maintenance Responsibilities

This Memorandum of Agreement between Engineering, Parks, and Streets is intended to define each party's responsibilities related to the operation and maintenance of the Hope Evangelical Cemetery.


1. The Parks Division shall be responsible for management and operation of the Hope Evangelical Cemetery and associated parcels, including management of cemetery documentation.
2. The Parks Division is responsible for finish mowing, leaf blowing, and other related activities. The Engineering Division shall coordinate and allocate its Operations Fresh Start (OFS) crew to perform finish mowing, string-trimming, and leaf blowing at the request of the Parks Division. Parks shall determine the level of service to be provided. The Parks Division will reimburse the Engineering Division for work performed by OFS at the end of each season. It is estimated that these costs will be approximately \$2500 per year. Costs in excess of \$2500 must be approved by the Parks Division in advance. This arrangement shall continue as long as OFS agrees to perform these activities as part of its contract with the Engineering Division or until Parks has other lands in the general area of the Cemetery, whichever occurs first. In the event OFS is no longer able to provide these services the Parks Division shall be responsible for assuming responsibility for this work.
3. The Parks Division will assess the structure on the site to determine if it should be demolished. If the Parks Division determines it should be demolished the Engineering Division shall assist with performing this work.
4. The Streets Division shall be responsible for rough-cut mowing of specified areas 2 times each year.
5. The Parks and Streets Divisions will inspect trees in the spring to identify those which need to be removed and develop a work plan to address health/safety related issues.
6. The Parks Division will be responsible for addressing fallen branches and issues with smaller trees.
7. The Public Works agency assigned sidewalk snow removal in this region shall be responsible for such work at the time sidewalks are installed.

COMPLETE AGREEMENT. This Service Level Agreement, together with any attachments hereto which are incorporated by reference herein, is the entire agreement between the parties. It supersedes all prior or contemporaneous communications, representations or agreement, whether written or oral, with respect to the subject matter hereof.

AMENDMENTS TO AGREEMENT.

This Agreement and its attachments may be modified by a mutually agreed upon written notification.

CITY OF MADISON ENGINEERING DIVISION:

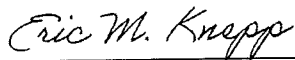


Robert F. Phillips, P.E.
City Engineer

2/7/2022

Date

CITY OF MADISON PARKS DIVISION:



Eric Knepp
Parks Superintendent

2/9/2022

Date

CITY OF MADISON STREETS DIVISION:



Charlie Romines
Streets Superintendent

2/10/22

Date