



Legislation Details (With Text)

File #: 49427 **Version:** 1 **Name:** Temporary Land Use Agreement- Request from KS Energy Services for Temporary Use of Vilas Park for Temporary Construction Staging Activities.

Type: Communication **Status:** Approved

File created: 11/2/2017 **In control:** BOARD OF PARK COMMISSIONERS

On agenda: **Final action:** 11/8/2017

Enactment date: **Enactment #:**

Title: Temporary Land Use Agreement- Request from KS Energy Services for Temporary Use of Vilas Park for Temporary Construction Staging Activities.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Vilas KS Energy Exhibit A.pdf

Date	Ver.	Action By	Action	Result
11/8/2017	1	BOARD OF PARK COMMISSIONERS	Approve	Pass

Title

Temporary Land Use Agreement- Request from KS Energy Services for Temporary Use of Vilas Park for Temporary Construction Staging Activities.

Body

The City of Madison Parks Division has received a request from KS Energy Services, LLC (“User”) to utilize portions of the existing parking lot in Vilas Park for construction staging and equipment storage while completing work in the adjacent Orchard Street Right of Way. The User has requested the use of approximately 5 parking stalls near the entrance to the parking lot within City-owned property located at 702 S Randall Ave / 746 S Orchard Street, aka, Vilas Park, as depicted on attached Exhibit A (the “Premises”); including the right of ingress and egress and the right to operate necessary equipment thereon for said construction staging and equipment storage activities.

The User shall be required to obtain a Temporary Land Use Permit from the City of Madison Parks Division for said construction staging and equipment storage activities which is subject to the following conditions:

The User and or their subcontractor(s) shall be required to keep all equipment and / or materials confined to the allocated parking stalls, as determined by Parks Division staff. The final location and use of the parking lot shall be approved by the Parks Superintendent or his designee prior to use of the parking lot.

All damage to the existing pavements, turf areas or other park infrastructure or amenities shall be replaced in kind at the User’s expense.

The User shall be responsible for all clean up after vacating the Premises, including any sweeping or removal of materials, as necessary. If City resources are required for cleanup, the User will be invoiced on a time and material basis for all costs incurred to the City.

All areas of use must be protected during non-work hours which may include temporary fencing of equipment or materials as necessary to deter vandalism. The Contractor shall be solely responsible for any damage or

theft that may occur by use of the Premises.

The User must notify the following a minimum of 72 hours in advance and prior to use of the property:

Josh Schmitt, Park Ranger Manager, at 608-261-9295 or jschmitt3@cityofmadison.com

[<mailto:jschmitt3@cityofmadison.com>](mailto:jschmitt3@cityofmadison.com)

Chad Hughes, Park Area, at 608-267-8805 or cmhughes@cityofmadison.com

[<mailto:cmhughes@cityofmadison.com>](mailto:cmhughes@cityofmadison.com)

Jeff Halter, Deputy Zoo Director, at 608-515-8805

The City of Madison reserves the right to use and occupy the Premises 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 User.

The use of the Premises is good for the specified date and time range as approved by the Parks Superintendent or his designee. Any other entry into the park constitutes trespass.

The User or their subcontractors shall comply with all applicable permits, laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.

The User shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to the Premises, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the User and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Permit, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees.

The User and / or their subcontractors performing work within the park shall be prequalified and shall be required to carry commercial general liability insurance covering as insured the User and naming the City as an additional insured, with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount.

Use of the Premises shall only be allowed from November 9, 2017 through December 11, 2017, unless extended in writing by the Parks Superintendent or his designee.