



Legislation Text

File #: 45408, **Version:** 1

Title

Temporary Land Use Permit - Request from Dudgeon Monroe Neighborhood Association to perform east slope stabilization work in Glenwood Park.

Body

The City of Madison Parks Division has received a request from Dudgeon - Monroe Neighborhood Association Parks & Gardens Committee to contract with Vanaheim Landscaping & Gardening, LLC ("Contractor") to temporarily utilize a portion of City-owned Glenwood Park, located at 602 Glenway Street, for the purpose of completing slope restoration work. The Contractor will be allowed the temporary use of the area identified in Glenwood Park under the following terms and conditions:

All work approved shall be done in accordance with the attached Glenwood Childrens Park East Slope Restoration Project Scope of Services for Ray Murphy/Vanaheim Landscaping Implementation plan dated 12-10-2016 (Attachment A).

The work must be completed between the hours of 7:00 am and 7:00 pm Monday-Saturday as required for City of Madison construction per Article 109.2 of the City of Madison Standard Specifications for Public Works Construction, unless otherwise approved by the City of Madison Parks Division in writing. All work shall be completed by July 31, 2017. The use of the Property is acceptable for the specified date and time range only. Any other entry into the park constitutes trespass.

The Applicant shall contact Laura Bauer at 608-334-8870 and/or Sarah Lerner at 608-261-4281 a minimum of 48 hours (2 working days) in advance of performing any work related to this use. Work shall only begin upon written or verbal approval by the City of Madison Parks Division. A meeting on site may be required prior to the start of construction if deemed necessary by Parks staff.

The Applicant shall contact the Parks main office at 608-266-4711 a minimum of 48 hours (2 working days) in advance of performing any work to block off reservations at this park during construction. The Applicant may not perform construction if the park has been reserved by other entities.

If the ground is saturated or wet conditions exist, the City has the right to dictate the date when the work will take place in order to minimize damage to the Property.

The Applicant shall not be allowed to drive vehicles within the park.

All work must be fenced off or protected during non-work hours. No open excavations shall be permitted at any time.

Any volunteers that assist the Applicant are required to complete and submit the required City of Madison Parks Division volunteer release forms (Attachment B) to the Parks Division.

The Applicant shall submit a detailed construction schedule to Sarah Lerner at the City of Madison Parks Division prior to beginning work. If the construction schedule changes then the schedule must be updated and resubmitted for approval prior to working within the park.

It is at the City's discretion if the Applicant or any volunteers working in conjunction with the East Slope Restoration Project will be allowed to utilize chain saws or other equipment at the Park or if the Applicant shall

only be allowed access for the removal and the cutting of the trees will be done off site. If power equipment is permitted the Applicant shall provide sufficient certification for the use of the equipment.

The Applicant must adhere to the City of Madison Policy Regarding Pest Management on City Property and shall submit pesticide application records to the City of Madison Parks Division. The Policy Regarding Pest Management on City Property can be found on the City of Madison website at: <https://www.cityofmadison.com/engineering/pesticidepolicy.cfm> (Attachment C).

Upon completion of the East Slope Restoration Project, a post inspection of the property will be conducted. The Applicant is responsible for all clean up after the East Slope Restoration Project is completed and responsible for any other damage to the park that was caused by the project. At the time of the post inspection, the City of Madison Parks Division will make a determination if any restoration or clean up will be required. If City resources are required for cleanup, the Applicant will be invoiced on a time and material basis for all costs incurred to the City.

The City of Madison reserves all rights to remove any work installed under this permit if deemed detrimental to the Park or the use of the Park.

The Applicant shall provide a refundable deposit of \$1,000.00 with City of Madison Parks Division, which may be used by the City for repairs or cleanup made to the Property. Any remaining portions of the deposit may be refunded back to the Applicant. The refundable deposit shall accompany this Application and is required prior to the City of Madison Parks Division approval for the Temporary Land Use Application. Provide a check in the amount of \$1,000.00, payable to the City Treasurer, along with the signed Temporary Land Use Application to the City of Madison Parks Division at 210 Martin Luther King Jr. Blvd, Room 104, Madison, WI.

The City of Madison reserves the right to use and occupy the Property 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 Applicant.

Applicant shall comply with all applicable laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.

The Applicant 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 property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Applicant and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. Additionally, the Applicant shall carry commercial general liability insurance covering as insured the Applicant 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. As evidence of this coverage, the Applicant shall furnish the City a certificate of insurance on a form provided by the City prior to this use approval.

The Applicant's East Slope Restoration Project shall be completed by July 31, 2017. Any extension to this permit shall require a written request by the Applicant and shall be approved by the Parks Superintendent or his designee.

All work performed by any volunteer group or on behalf of any volunteer group shall be in accordance with the City of Madison Parks Division Volunteer Policy dated January 8, 2014.