



## Legislation Text

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**File #: 48717, Version: 1**

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### Title

Temporary Land Use Permit- Request from Dane County, Wisconsin, for temporary access within Tenney Park to complete fiber optic installation to serve the Tenney Locks.

### Body

The City of Madison Parks Division has received a request from Dane County, Wisconsin ("Dane County") to install a fiber optic line within Tenney Park to serve the Tenney Locks.

The City of Madison Parks Division hereby agrees to allow the Dane County and/or their contractor (the "Contractor") to install a fiber optic line within City-owned property located at 402 N. Thornton Avenue, aka, Tenney 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 activities.

Dane County shall be required to obtain a permanent limited easement for fiber optic purposes within Tenney Park and shall be responsible for providing all the necessary documentation and fees to administer the easement.

Dane County shall obligate the Contractor to obtain a Temporary Land Use Permit from the City of Madison Parks Division for said fiber optic installation which will be subject to the following conditions:

Dane County, their consultant and the Contractor shall be required to meet on site prior to the commencement of any work within Tenney Park to verify the location of the proposed fiber optic line. All final designs shall be approved by the Parks Superintendent or his designee prior to any work commencing within the park.

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

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

No tree removals or trimming are allowed without the express written approval by the Parks Superintendent.

The Contractor shall be responsible for all clean up after the work is completed. If City resources are required for cleanup, the Contractor will be invoiced on a time and material basis for all costs incurred to the City.

All work must be fenced off or protected during non-work hours. No open excavations shall be permitted at any time. Any pavement that is removed shall be brought up to grade with plates, stone or surfacing until the final restoration is completed.

The Contractor must notify both Janet Schmidt at [jschmidt@cityofmadison.com](mailto:jschmidt@cityofmadison.com) and Craig Klinke at [cklinke@cityofmadison.com](mailto:cklinke@cityofmadison.com) a minimum of 72 hours in advance and prior to the start of work. Access shall only be allowed upon written or verbal approval by the Madison Parks Division.

Access through the park is only granted between 7am and 4pm, unless otherwise approved by the Parks Superintendent or his designee.

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 Contractor.

The Contractor shall provide a detailed schedule for construction and shall coordinate the installation with the Parks Division in order to avoid potential conflicts with use or reservations for the park.

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 Contractor 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 Contractors 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 Contractor 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 Contractor 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 Contractor 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.

This Permit shall terminate upon completion of the construction project or December 15, 2017, whichever occurs first.