



Legislation Text

File #: 50015, **Version:** 1

Title

Temporary Land Use Agreement - Request from Good Oak Ecological services for temporary use of Hoyt Park for access to an adjacent property to perform invasive removals.

Body

The City of Madison Parks Division has received a request from Good Oak Ecological Services (“the Contractor”) to take access through Hoyt Park, located at 90 Owen Parkway, in order to perform work to remove invasive species and brush at the private property located at 201 Du Rose Terrace (“Metcalf Property”) immediately west of the Park.

The Contractor shall take access through the City-owned property located at 90 Owen Parkway, aka, Hoyt Park, as depicted on attached Exhibit A (the “Premises”). The route shall be pre-approved by the City of Madison Parks Division prior to taking access within the Premises. The Contractor shall install a gate in the existing park fence to allow access to the Metcalfe Property. Access to the Premises shall include the right of ingress and egress and the right to operate necessary equipment thereon for said invasive and brush removal activities under the following terms and conditions:

The Contractor shall obtain a Temporary Land Use Permit from the City of Madison Parks Division for said temporary access through the Premises.

The Contractor shall install a gate, at a location and with materials/construction methods approved by the Parks Division. Said gate shall become the property of the Parks Division. The Contractor may be required to meet on site to coordinate installation of the proposed gate. If a third party is hired to install the gate the Contractor shall provide their information and said subcontractor will be required to be prequalified for work within the City of Madison.

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

The Contractor shall only be allowed to use equipment (UTV) on the approved access route when there is snow on the ground and/or when the ground is frozen. If the ground is saturated or wet conditions exist, the City has the right to dictate the access route and the dates 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 or his designee.

The Contractor shall be responsible for all clean up after the work is completed, including removal of all invasives and brush from the site, unless provided with express written approval by the Parks Superintendent or his designee that the materials can remain. 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.

No equipment shall be allowed to stay on the Premises overnight. The Contractor shall minimize the use of the existing parking area as to not impact other park users.

The Contractor shall not be permitted to burn any vegetation within the Premises unless approval is granted by the Parks Division and the appropriate burn permit is obtained through the City of Madison Fire Department.

The Contractor must notify both Janet Schmidt at jschmidt@cityofmadison.com <<mailto:jschmidt@cityofmadison.com>> and Laura Bauer at lbauer@cityofmadison.com <<mailto:lbauer@cityofmadison.com>> a minimum of 72 hours in advance and prior to the start of work and again prior to accessing the park. 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 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 March 1, 2018, whichever occurs first.