

PILOT PARKLET PROGRAM



PILOT PARKLET PROGRAM APPLICATION

Complete this form and submit it to the City's Planning Department at
Mansfield City Hall, 1200 E. Broad St.
Mansfield, Texas 76063
(817) 276 - 4200

Permittee Information	
Name and address of business or organization requesting the permit (proposed Permittee):	
Name of contact person for requesting organization:	
Phone:	Email:
Location Information	
Proposed Address	
Business(es) of property immediately in front of proposed parklet (on same block face), as applicable:	
Number of Parking Space(s) to be Occupied:	
Type of Parking Space(s) to be Occupied (Circle one): Parallel Angled Perpendicular Motorcycle	
Property Owner(s)	
Name of owner of property immediately in front of proposed location (if different than proposed Permittee named above): Name:	
Phone:	Email:
If different from above, name of property manager / business owner for property: Name:	
Phone:	Email:

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Parklet Plan Elements

The Historic Downtown Pilot Parklet Program Guidelines that accompany this application is illustrative of necessary standards that parklet permittees must adhere to. Please review the informational packet before submitting maintenance plans, site plans, design drawings, etc.

Maintenance Plan | Please indicate your plan to provide scheduled maintenance as well as any anticipated special maintenance needs.

Applications must include the following:

1. A measured, to-scale drawing that shows the footprint of the proposed parklet. The site plan shall include:
 - Your building and adjacent properties (include addresses) and their building entrances
 - Existing sidewalk widths
 - Adjacent bicycle lane or auto traffic lane
 - Existing parking spaces with dimensions
 - Other existing sidewalk features near the proposed parklet area (e.g. fire hydrants, streetlights, planters, bicycle racks, etc.)
 - Existing utility valves and panels in the street and on the sidewalk
 - Existing street trees and tree pits
 - Proposed parklet footprint and dimensions
 - Parklet setback dimensions (3 feet from adjacent parking spaces and 2 feet from adjacent bicycle lane or auto traffic lane)
2. Design Drawing, similar to the site map, but also including (but not limited to):
 - Furnishings, plantings, bike racks, lighting or other included amenities
 - Elevations from all sides
 - Clearly articulated spans and supports to be used for the body of the parklet. They must show how the parklet will be assembled or constructed; a proposed material palette should be included.
 - "Cut-through" sections that articulate complex design elements such as how accessibility is provided, how drainage is achieved at the gutter, or how the parklet is assembled.

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Signatures

Application is hereby made to the City of Mansfield for a temporary permit to install a parklet. Applicant acknowledges and agrees that applicant has read and understands the “Parklet Permit Special Conditions” (see below) and agrees to be bound by the terms thereof upon receipt of a permit to install and operate a parklet. Any violation of the Parklet Permit Agreement by the applicant may result in the revocation of the permit at the sole discretion of the City.

Proposed Permittee, Chairperson/Owner

Name:

Signature:

Date:

Parklet Permit Special Conditions

The City has established the Historic Downtown Parklet Program to temporarily place a parklet in one or more parking spaces in accordance with the City’s Parklet Guidelines. Any permittee desiring to establish, operate, and maintain a Parklet shall agree to be bound by the special conditions contained in this Exhibit.

1. Title, As-Is Condition of Parklet Location

- a. At all times, the Parklet Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement.
- b. Permittee acknowledges and agrees that they accept this Permit to enter the Parklet Location in its “AS IS, WHERE-IS, AND WITH ALL FAULTS” condition, including all defects known or unknown, and the City makes no representations or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law. Permittee is relying on its own independent investigation of the condition of the Parklet Location in entering this Agreement.

2. Maintenance Obligations, Use Restrictions, Approvals.

- a. Permittee’s Maintenance Obligations. Permittee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of installing, operating and maintaining the Parklet as set forth in this Agreement. Permittee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall

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properly store and dispose of all waste matter and trash in accordance with the City's Recycling and Sanitation regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

- b. City's Maintenance Obligations. The City shall not be required to furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Permittee assumes sole responsibility for the operation, maintenance and management of the Parklet.
 - c. Use Restrictions. Permittee agrees that it shall not: permit any use of the Parklet except as specified in this Agreement; permit anything unlawful on the Parklet; permit a public or private nuisance on the Parklet; permit any Hazardous Substances (defined below) on the Parklet; permit an implied dedication of the Parklet; permit anything that disturbs or damages the surrounding properties; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the Department; permit any structures on the Parklet unless specifically permitted by this Agreement; permit illegal drugs on the Parklet Location; permit fires on the Parklet; permit personal property to be stored on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Area.
 - d. Approvals by City. Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Permittee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the Mansfield City Council or their designee (the "Council"). The review, approval, or consent by the Council of any plans, specifications, work or materials submitted or performed by Permittee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Permittee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the Council under this Agreement does not constitute any review, approval, consent, Permit or permit otherwise required under Applicable Laws by any City department, board, commission, or official.
3. **Compliance with Applicable Laws, Hazardous Substances, Governor's Executive Orders.**
- a. Applicable Laws. "Applicable Laws" shall mean all applicable present and future Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.
 - b. Hazardous Substances. "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b)

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any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

- c. Governor's Executive Orders. "Governor's Executive Orders" shall mean all applicable present and future requirements as issued by the Governor of the State of Texas.
4. **Entry on Parklet Location By City; City Inspection.** The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Area. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet Location. City inspections shall not be a representation, guarantee, or warranty by the City to Permittee, as to Permittee's compliance with the terms of this Agreement or Applicable Laws.
5. **Indemnification; Release.**
 - a. Permittee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Permittee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Permittee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the gross negligence or willful misconduct of the City. This Section 8 shall survive the expiration or earlier termination of this Agreement.
 - b. In consideration of the Permit extended to Permittee by this Agreement, Permittee, and for Permittee's its contractors, and invitees and all persons claiming through any of them (collectively, including Permittee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Parklet Location, or relating in any way to Permittee's entry onto the Parklet Location, or Permittee's use of the Parklet Location. Permittee voluntarily assumes all risk of loss, damage, or injury, including death that may be sustained by the Permittee, its contractors, or invitees, while in, on or about the Permitted Property. This Section 7 shall survive the expiration or earlier termination of this Agreement.
6. **Relocation; Termination of this Agreement.**
 - a. Relocation. Permittee understands and agrees that it shall, upon request of the City, relocate the Parklet, and/or remove the Parklet Location, property including chairs, tables, or underground structures, either publicly or privately owned, and that Permittee will absorb all costs and expenses necessary for the performance of such relocation work.

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- b. Termination.
 - i. Both the City and Permittee may terminate this Agreement upon thirty (30) days written notice to the non-terminating party at any time, without cause. Permittee shall further agree that upon receipt of such notice from the City, Permittee shall vacate the Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet Area to the satisfaction and approval of the City within thirty (30) days after receiving such notice. The City shall not be liable to Permittee for any compensation, reimbursement or other expenses related to this Agreement.
 - ii. Permittee agrees that in the event the Parklet is not removed from the Parklet Area and/or if the Parklet Area is not restored to its original condition, the City shall have the right and privilege, at its option, of removing said Parklet, and restoring the footway to its original condition and in event of the City so doing, Permittee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.
 - iii. The City retains its right to require immediate removal of Parklet if it fails to meet all applicable present and future Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.
 - iv. Upon removal of the Parklet, Permittee is required to return the public right-of-way space to its original condition as it was prior to Parklet installation.
- 7. Miscellaneous.
 - a. Governing Law. This Agreement shall be governed in accordance with the laws of the City of Mansfield. The parties to this Agreement agree to submit to the jurisdiction of the courts, whether federal or state, located in or near Mansfield, Texas.
 - b. Assignment. Permittee must not transfer, assign, hypothecate, or sub-permit all or any part of its interest under this Agreement without the prior written consent of the City. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement may be construed to mean that the City gives its consent to Permittee to sub-permit this Agreement to another party.
 - c. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by City and Permittee.
 - d. Headings. The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
 - e. Survival. Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term, shall survive any termination of this Agreement.