



## Legislation Text

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**File #:** 43892, **Version:** 1

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### Title

Temporary Land Use Permit for tree removal at 5054 Lake Mendota Drive.

### Body

The City of Madison Parks Division has received a request to allow Canopy Tree and Shrub Care, LLC ("Applicant") to temporarily utilize a portion of City-owned Merrill Springs Park, located at 5102 Spring Ct, ("Property"), for ingress and egress, and completion work for tree trimming or removal ("Tree work") for Leslie Herje, 5054 Lake Mendota Drive.

The Applicant shall be required to comply with the terms of the Temporary Land Use Permit. The draft terms include the following:

1. The Tree work must be completed between the hours of 7:00 am and 2:30 pm. All work shall be completed in one day.
2. If the ground is saturated or wet conditions exist, the City has the right to dictate the date when the Tree work will take place in order to minimize damage to the Property.
3. The Applicant shall meet with City Parks staff at the Property to determine the work that is required and agree to the access route for going through the Property. The Property can be accessed from Spring Court or from the adjoining lot. Any trucks must remain in the Property for the duration of the Tree work (they may not drive in and out of the Property during the day) and must exit the same way they came in.
4. It is at the City's discretion if the Applicant will be allowed to utilize chain saws or other equipment at the Park to cut the tree or if the Applicant shall only be allowed access for the removal and the cutting of the tree will be done off site.
5. The use of the Property is good for the specified date and time range only. Any other entry into the park constitutes trespass.
6. The Applicant is responsible for all clean up after the Tree work is completed. 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.
7. Any damage to the Property, to the turf or any other part of the park, will be repaired by City of Madison Parks Division staff and the cost shall be invoiced to the Applicant on a time and material basis for all costs incurred to the City.
8. The Applicant shall provide a refundable deposit of \$5,000.00 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 this Temporary Land Use Application. Provide a check in the amount of \$5,000.00, 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.
9. The Applicant shall contact Laura Bauer at 608-334-8870 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 of Madison Parks Division.

10. Upon completion of the Tree work, a post inspection of the property will be conducted. 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.
11. 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.
12. Applicant shall comply with all applicable laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.
13. 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.
14. This Temporary Land Use Application shall terminate upon completion of the Applicant's Tree Work or by August 15, 2016 whichever is sooner.