



## Legislation Text

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**File #:** 45006, **Version:** 1

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### Title

Temporary Land Use Permit - Request from 5830 Suffolk Road for access through Sherwood Forest Park for tree work on their property.

### Body

The City of Madison Parks Division has received a request to allow Outdoor Arts, LLC ("Applicant") to temporarily utilize a portion of City-owned Sherwood Forest Park, located at 1038 Friar Lane, ("Property"), for ingress and egress, and completion work for tree trimming or removal ("Tree Work") for Mary Karau, 5830 Suffolk Rd.

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

The Tree work must be completed between the hours of 7:00 am and 2:30 pm and may not span more than 4 days after the work has begun. The use of Sherwood Forest Park is acceptable for the specified date and time range only. Any other entry into the park constitutes trespass.

Permission to enter the park is contingent on the ground remaining frozen. Equipment must not enter the park after the ground thaws.

Only a wheeled skid steer or small vehicle and trailer shall be permitted to enter the southern edge of Sherwood Forest Park from the public sidewalk adjacent to 5830 Suffolk Rd. The equipment must exit the same way. Any damage to the public sidewalk caused by the Tree Work operations will be required to be repaired at the Applicant's expense.

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.

Any damage to Sherwood Forest Park, 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.

The City of Madison does not have the authority to grant or extend any permission to enter the property to the west located at 1022 Hampshire Place. Access and permission to enter that property shall be obtained separately by the Applicant.

The Applicant shall provide a refundable deposit of \$500.00 with City of Madison Parks Division, which may be used by the City for repairs or cleanup made to the park. 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 Permit. Provide a check in the amount of \$500.00, payable to the City Treasurer, along with the signed Temporary Land Use Permit to the City of Madison Parks Division at 210 Martin Luther King Jr. Blvd, Room 104, Madison, WI.

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. The Tree Work shall only begin upon written or verbal approval by the Madison Parks Division.

Upon completion of the Tree Work, a post inspection of the property will be conducted. If the post conditions are obscured by snow or ice the inspection will be delayed until the ground is visible. 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.

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.

This Temporary Land Use Application shall terminate upon completion of the Applicant's Tree Work or by February 1, 2017, whichever is sooner.