



CITY OF EL SEGUNDO TREE REMOVAL OR MAINTENANCE PERMIT

Permit #: _____

Date: _____

Permit Issued To: _____

Expires: _____

Property Owner: _____

Phone: _____

Mailing Address: _____

Resident (if not owner occupied): _____

Phone: _____

Address and Specific Tree Location: _____

Contractor for Tree Services and phone: _____

Pursuant to El Segundo Municipal Code (“ESMC”) §§ 9-3-10 to 9-3-60, private persons seeking to remove or maintain a tree from public streets must obtain a permit through the City of El Segundo’s Recreation and Parks Department (“City”). In addition to the general terms and conditions contained in the ESMC, the permit is subject to the following additional limitations:

1. DETERMINATION OF REMOVAL OR MAINTENANCE.

I have determined that the tree specifically described above may be removed for the following reason(s): _____

The tree is dead, in severe physical decline; or there is splitting or cracking of major limbs or the tree trunk; or the tree appears dangerous or obstructive to public safety or travel.

The tree is underperforming and has lost aesthetic value and purpose.

The tree is incurably infected with a disease which will permanently injure, disfigure, or kill it.

There is a conflict between tree roots and sewer lines because all of the following apply:

1. The street tree is located within ten (10) feet of the sewer lateral;
2. I have verified the location of the tree roots through photographic evidence and/or physical inspection of the sewer line ; and
3. Repair methods that allow sewer line repair/replacement to occur with minimal disruption to the tree are inappropriate .

Tree growth resulted in sidewalk, curb, or gutter disruption that cannot be reasonably repaired without removing the tree.

The tree is an inappropriate species, which was not permitted by the city, or conflicts with the city's tree master plan.

Tree removal or maintenance is justified to otherwise protect public health, safety, or welfare.

2. **REQUIREMENTS.** This permit is issued on condition that the following requirements are met:

- A. Tree removal or maintenance must occur under the direction of a certified arborist and be completed by a licensed contractor. Tree removal or maintenance must adhere to standards issued by the International Society of Arboriculture);
- B. A permittee must notify homeowners within fifty feet of the tree proposed for removal informing them of the intent and reason for the removal at least fourteen (14) days prior to removal so that persons may protest the removal to the City Recreation and Parks Commission;
- C. The permittee complies with all other permit conditions listed in Chapter 9-3;
- D. **COST/DEPOSIT.** Pursuant to ESMC 9-3-60, the permittee must pay for all removal maintenance costs. In addition, permittee must submit a refundable \$250 security deposit with the City to ensure compliance with this section. The deposit will be refunded to the property owner once the replacement tree(s) have been inspected and approved and such

compliance confirmed. If compliance is not confirmed, then deductions from the deposit will be made as appropriate;

E. **INDEMNIFICATION.** Permittee indemnifies, will defend (at CITY's request and with counsel satisfactory to CITY), and holds CITY harmless from and against any claims, actions, damages, costs (including without limitation, attorney's fees), injuries, or other liability (collectively "Liability"), arising out of Permittee's acts, errors or omissions, negligence, or wrongful conduct (regardless of CITY's passive negligence, if any) in connection with this Permit except for Liability due to the sole negligence of the CITY. For purposes of this section, "CITY" includes the City of El Segundo's officers, officials, employees, agents, representatives, and volunteers.

F. **INSURANCE REQUIREMENTS.** Permittee or his contractor must obtain liability insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than "A:VII." The amount of insurance must be not less than \$_____. Such insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the permit. Insurance must name the city and the city's elected and appointed officials, officers, and employees as additional insureds under the coverage afforded. In addition, such insurance must be primary and noncontributing with respect to any other insurance available to the city and will include a severability of interest (cross-liability) clause.

G. **CERTIFICATES OF INSURANCE.** A copy of the policy or a certificate of insurance along with all necessary endorsements, in a form approved by the CITY's risk manager, must be filed with CITY not less than five (5) business days, before the date of the removal or maintenance unless the CITY for good cause waives the filing deadline.

H. **ADDITIONAL CONDITIONS AND REVOCATION.** CITY may amend this Permit to include additional conditions should the circumstances of the removal or maintenance require such subsequent additions. In addition, this Permit may be revoked either orally or in writing should the Permittee or the conduct of the removal or maintenance violate the Permit's terms or conditions.

I. **EMERGENCY SUSPENSION OF REMOVAL OR MAINTENANCE.** The Recreation and Parks Director and any sworn public safety officer may temporarily suspend the removal or maintenance if an emergency requires such action in order to protect public safety. The Permittee must immediately comply with the suspending officer's instructions.

J. **ENFORCEMENT.** Should CITY determine it necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the Permittee will be required to pay any and all costs of such legal

action, including reasonable attorney's fees, incurred by CITY, even if the matter is not prosecuted to a final judgement or is amicably resolved, unless CITY should otherwise agree with applicant to waive said fees or any part thereof. The foregoing will not apply if the Permittee prevails on every issue in the enforcement proceeding.

3. **SIGNATURE REQUIRED.** Permittee, or its representative, must sign and return this original permit to the City of El Segundo within three (3) business days from receiving this permit. Failure to do so will be deemed a withdrawal of the Permittee's application.

By issuing this permit, the City of El Segundo does not assume responsibility of liability for claims, damages, or injuries, of whatever nature, which may arise from this removal or maintenance.

Dated this ___ day of ____, 20____.

By: _____
Recreation & Parks Director

I, _____ the authorized representative of the tree removal or maintenance described above, do hereby acknowledge that I have read the terms and conditions of this permit; that the terms and conditions are acceptable and Permittee agrees to abide by, comply with, and accept full and complete responsibility therefore.

Dated this ___ day of ____, 20____ .

By: _____
Authorized Representative