

**LAND USE AGREEMENT BETWEEN CITY OF MANITOWOC AND VINTON  
CONSTRUCTION COMPANY, FOR EQUIPMENT & VEHICLE STORAGE**

**THIS LAND USE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Manitowoc, Wisconsin, a municipal corporation, (hereinafter “the City”), located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Vinton Construction Company, a Wisconsin Business Corporation, (hereinafter “Vinton”), with its principal office address of 2705 North Rapids Road, P.O. Box 1987, Manitowoc, WI 54221-1987.

**WITNESSETH,**

**WHEREAS**, the City is the owner of premises located at the southeast corner of the intersection of Fleetwood Drive and Waldo Boulevard, Manitowoc, Wisconsin, known as “Snow Dump” and premises located south of the intersection between Michigan Avenue and North 23<sup>rd</sup> Street, Manitowoc, Wisconsin, known as “Evergreen West” as depicted in Exhibit A (attached hereto and incorporated within); and,

**WHEREAS**, Vinton is a construction company which has been contracted to participate in the 2019 Waldo Boulevard Reconstruction Project, (hereinafter “Project”); and,

**WHEREAS**, Vinton wishes to utilize “Snow Dump” and “Evergreen West” for the temporary storage of equipment, and/or vehicles; and for the temporary storage, crushing and recycling of concrete, during the course of the project; and,

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**I. LICENSE TO USE LAND.** Vinton may use the premises identified in Exhibit A for the purposes of parking equipment, vehicles, and storing materials; and for storing, crushing and recycling concrete while participating in the project.

**II. TERM.** Vinton will have license to use land from March 1, 2020 through May 31, 2021.

**III. DAMAGE TO PREMISES.** Vinton agrees to repair any damage to the premises incurred as a result of the temporary storage of Vinton’s property on the premises or incurred as a result of any other action by Vinton on the premises. The City, by Operations Division Manager, Chad Scheinoha, may inspect the premises at any time for damages. Should damage be found, it shall be documented by the City and notice provided to Vinton in writing. Vinton shall cause said damage to be repaired at Vinton’s expense within a time mutually agreed by the parties and shall be solely responsible for the costs associated with repair.

**IV. PREMISE MODIFICATIONS.** Vinton agrees to work with Operations Division Manager, Chad Scheinoha, to construct an on-site berm in order to better control snow melt runoff. Said berm shall be constructed by December 1, 2020.

## V. INDEMNIFICATION AND INSURANCE.

**Indemnification.** Vinton hereby agrees to hold the City, its employees, officials, officers and agents harmless and to indemnify and defend the City, its employees, officials, officers, and agents against all claims, demands, liabilities, losses, damages and expense of any kind or nature, on account of any injury, damage to, or death of any person or on account of any damage to any property of any nature arising from, in connection with, caused by or resulting from Vinton's use of the premises, including environmental liability. Such indemnification shall not apply to acts of willful misconduct of the City.

**Insurance.** Vinton agrees that it shall provide to the City at its own cost comprehensive general liability insurance including contractual liability, personal injury liability, products and completed operations with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage, with a company or companies authorized to do business in the State of Wisconsin. Vinton shall also carry pollution coverage. Each policy and certificate shall require a 30 calendar day advance written notice of cancellation, non-renewal or material change in the policy. All coverage required shall apply as primary with the City, its employees and agents named as additional insureds. A Certificate of Insurance for all required insurance shall be filed with the City within ten (10) days of contract execution. Vinton shall also carry workers' compensation insurance as required by law.

**Waiver of Subrogation.** Vinton agrees to waive all rights against the City for damage caused by fire or other perils to the extent covered by insurance provided under the builder's risk and property insurance. Waivers shall be for the term of the license and subsequent renewal periods.

**VI. DEFAULT AND TERMINATION.** Either party may terminate this Agreement upon written notice to the other party providing thirty (30) days' notice of intent to terminate. The City may terminate this agreement immediately for nonpayment of user fees. Further, in the event of lapse of insurance policies or coverage and protection as required by this License the City may, without notice of default, declare this License terminated. Vinton shall have no access rights to or use of the premises unless all insurance policies required by this License are in full force and effect.

**IN WITNESS WHEREOF,** the City of Manitowoc has caused this instrument to be signed by its Mayor and City Clerk, having been duly authorized to do so, and Vinton has caused this instrument to be signed by its Representatives and its corporate seal to be affixed, having been duly authorized to do so this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MANITOWOC

By: \_\_\_\_\_  
Justin Nickels, Mayor

By: \_\_\_\_\_  
Deborah Neuser, City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above signed Justin M. Nickels, Mayor, and Deborah Neuser, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by their authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): \_\_\_\_\_

VINTON CONSTRUCTION COMPANY

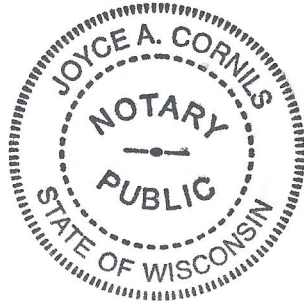
By: \_\_\_\_\_  
Print: MICHAEL J. MAPLES  
Title: PRESIDENT

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MANITOWOC)

Personally came before me this 28th day of February, 2020, the above-signed Michael J. Maples and \_\_\_\_\_ and acknowledged that they/he executed the foregoing instrument personally and by his/her authority.

\_\_\_\_\_  
Joyce A. Cornils  
\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission (expires) (is): 3.20.20





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M3 Insurance Solutions, Inc. 1872 Mid Valley Drive De Pere WI 54115	<b>CONTACT NAME:</b> Tiffanie Courtney <b>PHONE (A/C, No, Ext):</b> 920-455-7102 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> tiffanie.courtney@m3ins.com												
<b>INSURED</b> Vinton Construction Company 2705 North Rapids Road PO Box 1987 Manitowoc WI 54220-1110	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr><td><b>INSURER A:</b> Zurich American Insurance Co.</td><td><b>NAIC #</b> 16535</td></tr> <tr><td><b>INSURER B:</b> American Guarantee &amp; Liability</td><td>26247</td></tr> <tr><td><b>INSURER C:</b> Steadfast Insurance Company</td><td>26387</td></tr> <tr><td><b>INSURER D:</b> Starr Indemnity and Liability</td><td>38318</td></tr> <tr><td><b>INSURER E:</b></td><td></td></tr> <tr><td><b>INSURER F:</b></td><td></td></tr> </table>	<b>INSURER A:</b> Zurich American Insurance Co.	<b>NAIC #</b> 16535	<b>INSURER B:</b> American Guarantee & Liability	26247	<b>INSURER C:</b> Steadfast Insurance Company	26387	<b>INSURER D:</b> Starr Indemnity and Liability	38318	<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES**                      **CERTIFICATE NUMBER:** 12424036                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO-5948754-06	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP-5948753-05	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC-5948802-06	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC-5948756-06	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Leased/Rented Equipment Pollution Liability		ITC100070482120 CPL 8771851-01	3/1/2020 3/1/2020	3/1/2021 3/1/2021	Leased/Rented Each Claim/Aggregate 665,000 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Project: 2019 Waldo Boulevard Reconstruction

City of Manitowoc is included as Additional Insured on the General Liability, Automobile Liability and Pollution Liability on a Primary and Non-Contributory Basis per the policy forms, conditions and exclusions. Umbrella is Follow Form

Waiver of Subogation, in favor of the Additional Insured, is included on the General Liability, Automobile Liability, Workers Compensation and Pollution Liability where required by written contract. Umbrella is Follow Form.  
30 day Notice of Cancellation is included

<b>CERTIFICATE HOLDER</b> City of Manitowoc 900 Quay Street Manitowoc WI 54220-4543	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Tiffanie Courtney</i>
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