

PI  
6-7-19

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**LAND & ELECTRIC USE AGREEMENT BETWEEN CITY OF MANITOWOC AND VINTON CONSTRUCTION COMPANY, FOR EQUIPMENT & VEHICLE STORAGE & ELECTRICAL USEAGE AT 1105 FLEETWOOD DRIVE**

**THIS LAND & ELECTRICAL USE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 known as 1105 Fleetwood Drive, Manitowoc, Wisconsin, a property commonly referred to as the Parks Shop; 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 1105 Fleetwood Drive for the temporary storage of equipment, and/or vehicles during the course of the project; and,

**WHEREAS,** Vinton wishes to utilize electrical service at 1105 Fleetwood Drive for powering equipment while stored at 1105 Fleetwood Drive; and,

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

**LICENSE TO USE LAND.** Vinton may use the parking lot located at the Parks Shop for the purposes of parking equipment and vehicles while participating in the project.

**TERM.** Vinton will have license to use land from April 1, 2019 through April 1, 2021.

**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, shall inspect the premises at least monthly for damages. Should damage be found, it shall be photo-documented by the City and notice provided to Vinton in accordance with the Notice provisions herein. 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.

**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. 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. 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.

**Fee Schedule.** Vinton shall pay the City \$300/month beginning on April 1, 2019, for the duration of this license.

**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 \_\_\_\_\_, 2019.

**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 \_\_\_\_\_, 2019, 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: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MANITOWOC)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above-signed \_\_\_\_\_ and \_\_\_\_\_ and acknowledged that they/he executed the foregoing instrument personally and by his/her authority.

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