



Legislation Text

File #: 47930, **Version:** 1

Title

Temporary Land Use Agreement- Request from Early Childhood Learning Center, Inc. for temporary use of Hughes Open Space for parking and drop off during the Hughes Place Storm Sewer Relief construction project.

Body

The City of Madison Parks Division has received a request from Early Childhood Learning Center, Inc. ("User") to use the Hughes Place Open Space for temporary access and parking during the Hughes Place Storm Sewer Relief construction project. The User requests the temporary use of Hughes Place Open Space under the following terms and conditions:

The City of Madison Parks Division hereby agrees to allow the User and/or their customers to temporarily access a portion of City-owned property located at 837 Hughes Place, aka, Hughes Place Open Space, as depicted on attached Exhibit A (the "Premises"), for the purpose of temporary parking, ingress and egress during limited times where the driveway to the User's property is inaccessible due to construction of the installation of Hughes Place Storm Sewer Relief construction project.

This Agreement is subject to the following conditions:

The User 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 therefrom, 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 User and/or its officials, officers, agents, employees, assigns, guests, contractors, subcontractors, invitees, 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. This paragraph shall survive termination and assignment or transfer of this Agreement.

This Agreement shall terminate upon completion of the construction project or October 31, 2017, whichever occurs first.

The User shall contact Lisa Laschinger at 608-266-9214 and Chad Hughes at 608-267-8805 prior to the use of the property.

The User shall not be permitted to park vehicles for staff use within the Premises when the ground is saturated or during rain events unless otherwise authorized by the Parks Superintendent or his designee.

Any damage to the Property will be repaired by City of Madison Engineering Division or their contractor, including all required turf restoration.

The User shall carry commercial general liability insurance covering as named insured the User and naming the City, its officers, officials, agents and employees as additional insureds, with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 per occurrence. As evidence of this coverage, the User shall furnish the City with a certificate of insurance on a form approved by the City.

The User shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises.