



## Legislation Text

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**File #:** 52994, **Version:** 1

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### Title

Request from Garver Feed Mill, LLC for temporary use of the Garver Feed Mill Lot 2 for construction staging and storage.

### Body

The City of Madison Parks Division has received a request from Garver Feed Mill, LLC ("User") to utilize the Garver Feed Mill Lot 2 property for staging and material storage while completing work in the adjacent Garver Feed Mill Lot 1.

The User has requested the use of the City-owned property located at 30 Sugar Beet Lane, aka, Garver Feed Mill Lot 2, as depicted on attached Exhibit A (the "Premises"); including the right of ingress and egress and the right to operate necessary equipment thereon for said construction staging and material storage activities.

The User obtain a Temporary Land Use Permit from the City of Madison Parks Division for said construction staging and equipment storage activities subject to the following conditions:

The User and their subcontractor(s) shall be required to keep all equipment and / or materials confined to the Premises, as determined by Parks Division staff.

The User shall be responsible for all clean up after vacating the Premises, including any removal of materials, as necessary. If City resources are required for cleanup, the User will be invoiced on a time and material basis for all costs incurred to the City.

All areas of use must be protected during non-work hours which may include temporary fencing of equipment or materials as necessary to deter vandalism. The Contractor shall be solely responsible for any damage or theft that may occur by use of the Premises.

The City of Madison reserves the right to use and occupy the Premises 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 User.

The use of the Premises is good for the specified date and time range as approved by the Parks Superintendent or his designee. Any other entry or use of the Premises beyond this timeframe constitutes trespass.

The User or their subcontractors shall comply with all applicable permits, laws, ordinances and regulations related to environmental pollution or contamination, or to occupational health and safety.

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 there from, sustained by any person or persons or on account of damages to Premises, 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, 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. This paragraph shall survive

beyond the term of this Permit.

The User shall carry commercial general liability insurance covering as insured the User and naming the City, its officers, officials, agents and as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Agreement. As evidence of this coverage, the User shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, User shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Agreement is in effect, User shall provide a renewal certificate to the City for approval. User shall require all subcontractors performing work for it under this Agreement to procure and maintain insurance meeting the above criteria.

In the event the above conditions are not met, or lapse, the City reserves the right to abate Lot 2 in accordance with MGO 8.15.

Use of the Premises shall terminate on July 31, 2019, unless extended in writing by the Parks Superintendent or his designee.