

CITY OF GILLETTE

LICENSE

THE CITY OF GILLETTE, (hereinafter called the "City") hereby grants a License to the Campbell County Emergency Mangement Agency, (hereinafter called the "Licensee"). For the installation of one Whelen WPS 2910 public warning siren,

Located at: Street Address 845 Southern Dirve upon property the City acquired for and/or utilized in the operation and maintenance of a City Street.

The Licensee hereby acknowledges and agrees as follows:

1. The facility will be placed in a manner conforming to recognized standards, applicable federal, state, or local laws, codes, ordinances, and regulations; in the exact location shown on the attached "Exhibit A"; and as directed by the City. Placing the facility in a location other than originally approved without obtaining prior City approval by submitting a revised "Exhibit A", may void the license.
2. Any future alterations, modifications, or removals of the facility within the public right-of-way, required and requested by the City, shall be completed without delay. Adjustments will be accomplished at no expense to the City, unless otherwise provided for by law.
3. The license grants permission for the Licensee to occupy a portion of the right-of-way controlled by the City. This permission is limited by the type of controlling interest held by the City. Responsibility to satisfy any other fee (deeded) interest rests with the Licensee.
4. This license will not be modified, transferred, or assigned without the written consent of the City Engineer. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
5. Attached to this license is a plan sheet(s) labeled "Exhibit A", which clearly shows the facility's alignment, grade, vertical and horizontal clearances, type of material, operating pressure and/or capacity, property ties, as well as dimensions from the proposed facility to the roadway and/or right-of-way line, which by this reference is made a part thereof.
6. The Licensee agrees to the standards for traffic control as outlined in the "Manual on Uniform Traffic Control Devices". Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the City Engineer. The Licensee must cease all operations if he does not comply with traffic control standards. Traffic control plans and road closure plans may be required by the City Engineer for approval prior to starting any work on the street right-of-way.
7. The licensee agrees to forever indemnify the City and save it harmless from all liability for damages to property, or injury to death of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the City right-of-way described or noted herein.
8. Specific construction considerations may be attached to this form by the City. The Licensee agrees to incorporate the applicable requirements into the design of the facility and assures compliance with these requirements during the construction of the facility. Non-compliance will void this permit.
9. The Licensee is required to notify the City Engineer in writing to cancel and/or nullify and issued license if the described facility is to be abandoned in place, will be removed, or will not be constructed. The City will determine if abandonment in place will hinder the City's future operations and if the facility must be removed at the time of abandonment.
10. This license will be null and void if construction of the described facility does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described facility is not in use for a period of eighteen (18) months or longer, and the licensee may be required to remove the facility.
11. Based upon the complexity, construction methods or other concerns, the City may require part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee.

12. The License waives all claims against the Licensor for any loss, damage or injury sustained to property of Licensee which is installed on Licensor's right-of-way under this agreement due to ordinary negligence of Licensor or its employees.
13. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301 through 37-3-306, titled Wyoming High Voltage Power lines and Safety Restrictions Act, and the Licensee is further advised to comply with the provisions W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Utilities Facilities.
14. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles, or structures by helicopter, other non-conventional methods will require specific prior approval by the City Engineer.
15. City Stipulations: This license may be terminated by the City upon sixty (60) days written notice.

The undersigned, Licensee/Owner of the facility, hereby accepts this License, subject to the terms and conditions stated herein.

LICENSEE/OWNER

CITY OF GILLETTE, WYOMING

COMPANY NAME: Campbell County – Emergency Management Agency

BY: _____
Mayor Date

BY: _____

ADDRESS: 500 S Gillette Ave., Suite 1100

Gillette Wy 82716

TELEPHONE NO.: 307-686-7477