

# **City of Scottsbluff, Nebraska**

**Monday, April 1, 2019**

**Regular Meeting**

## **Item Reports3**

**Council to consider approval of a License Agreement with the Scottsbluff Public School District for locating a tornado siren near Westmoor School.**

**Staff Contact: Tim Newman, Emergency Management Director**

# Agenda Statement

Item No.

For meeting of: 4/1/19

**AGENDA TITLE:** Council to consider approval of a License Agreement with the Scottsbluff Public School District for locating a tornado siren near Westmoor School.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Emergency Management

**PRESENTATION BY:** Tim Newman, Director

**SUMMARY EXPLANATION:** Prior to getting quotes for a new siren to replace the old Federal Signal Thunderbolt siren currently located in an alley between Avenues "O" and "P" on West 16<sup>th</sup> Street, recommending to place the new siren at the corner of the Westmoor School property at West 16<sup>th</sup> near the alley between Avenues "M" and "N".

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:** Recommend approval of the License Agreement and have the Mayor sign the Agreement.

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## EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify) License Agreement

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

## **LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Scotts Bluff County School District No. 79-0032 commonly known as Scottsbluff Public Schools ("Licensor") and the City of Scottsbluff, Nebraska, a municipal corporation ("Licensee").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

### **1. Grant of License:**

Licensor now grants a license to Licensee to occupy, subject to all of the terms and conditions of this Agreement, the following described property:

The Southwest corner of Block One, Westmoor School Addition,  
an addition to the City of Scottsbluff, Scotts Bluff County, Nebraska.  
("Licensed Property")

### **2. Limitation to Described Purpose:**

The Licensed Property is part of a school site for Westmoor Elementary School with an address of 1722 Avenue K, Scottsbluff, Nebraska and is owned by the Licensor. Licensee agrees to use the Licensed Property solely for the wiring and placement of an outdoor warning siren on a single 55 foot Class II wooden pole in the southwest corner of the Licensed Property ("licensee use"). Licensor grants the Licensee the right to use the Licensed Property for such licensee uses so long as Licensee does not obstruct or impede Licensor's use of the Licensed Property.

### **3. Termination:**

Licensor may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than 120 days prior to the date specified in such notice as the date of termination. Upon termination of this Agreement, Licensee agrees to remove any and all of its improvements at its own expense and to repair and replace the License Property as close to its original condition as possible.

**4. Use at Licensee's Risk:**

The Licensee understands and agrees that the use of the Licensed Property for the purpose set forth in this Agreement is at its own risk and it will insure against all loss or damage.

**5. Agreement to Indemnify:**

Licensee shall indemnify and hold Licensors harmless from and against any and all loss or damage that shall be caused by the licensee use or by any wrongful or negligent act or omission of Licensee, its agents or employees. Licensee agrees to maintain the area around the licensee use as well as any and all improvements placed thereon and to repair any damage to the Licensed Property. The Licensee's agrees to use the License Property in a reasonable manner and in such a way that it will not interfere with Licensors' use of the License Property or become a nuisance.

**6. Notices:**

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by United States First Class Postal Service Delivery to the addresses of the parties as listed below:

**Licensors:**

Scottsbluff Public Schools  
1722 First Avenue  
Scottsbluff, NE 69361  
ATTN: Superintendent

**Licensee:**

City of Scottsbluff  
2525 Circle Drive  
Scottsbluff, NE 69361  
ATTN: City Clerk

**7. Assignment of Rights:**

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity. The right to occupy the Licensed Property may be terminated by the Licensors upon giving the required notice to Licensee.

**[SIGNATURE PAGE WILL FOLLOW]**

SCOTTS BLUFF COUNTY SCHOOL  
DISTRICT NO. 79-0032

CITY OF SCOTTBLUFF, NEBRASKA

By   
Robert Kinsey  
President of School Board

By \_\_\_\_\_  
Raymond Gonzales  
Mayor

ATTEST:

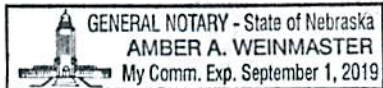
  
Secretary

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on March 20, 2019, 2019 by Robert Kinsey, President of the School Board of Scotts Bluff County School District No. 79-0032 for and on behalf of the District, Licensor.



  
Notary Public

STATE OF NEBRASA, SCOTTS BLUFF COUNTY:

The above and foregoing License Agreement was acknowledged before me on \_\_\_\_\_, 2019, by Raymond Gonzales, Mayor of The City of Scottsbluff, a Nebraska Municipal Corporation, on behalf of the Corporation, Licensee.

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Notary Public

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