

INCIDENTAL USE LICENSE CHECKLIST

Complete These Forms

- LICENSE FOR INCIDENTAL USE IN THE ROW APPLICATION.
- INCIDENTAL USE/ROW LICENSE AGREEMENT

Present These Documents

- Drawing showing location of the temporary structure/incidental use.
- Proof of Insurance or Bonds, when required by the Director.

Pay These Fees (due prior to processing)

- \$45.00 Fees (\$20.00 Permit + \$25.00 Inspection)

City of Fenton
LICENSE FOR INCIDENTAL USE IN THE ROW

CITY OF FENTON

625 New Smizer Mill Road; Fenton, MO 63026-3597
636-349-8110

Permit No. _____

Fee _____

Payment _____

Date _____

This request must be submitted five (5) business days prior to the placement of a temporary structure within the ROW. Any permit granted hereunder is subject to compliance with Chapter 510.

Please type or print

Applicant Name: _____

Applicant Address: _____

Applicant Phone No.: _____ Applicant Email: _____

Description of the temporary structure and purpose thereof: _____

Description of the location of the temporary structure:* _____

*Please also attach a map or site plan indicating the location.

Anticipated time when the structure will be located in the ROW: _____

Will the proposed temporary structure or installation thereof be located in a manner that will divert traffic or create lane closures? YES* NO

*If YES, please describe the traffic control plan: _____

Signature of Applicant: _____ Date Signed: _____

Signature of Property Owner: _____ Date Signed: _____

Office Use Only:

Approved

Not Approved

Community Development Director

Date

Zoning

Conditions: _____

Incidental Use/ROW License Agreement

Licensee agrees that its use of the ROW, as authorized by this license, is subject to the applicable ordinances of the City of Fenton and agrees to comply with the same.

As a condition of use of the ROW for an incidental use, the Licensee shall be solely responsible and liable for the maintenance and repair of _____, near or at _____, at its expense, and Licensee agrees that the City shall have no obligation or responsibility to maintain or repair the same.

Licensee further agrees that he/she is liable for all damages to the ROW or other property caused or in any way arising out of Licensee's use of the ROW authorized by this license. Any such damage shall, at the City's discretion, either (1) be fully repaired by the Licensee to the City's satisfaction at no cost to the City or (2) the Licensee shall reimburse the City for all of its costs associated with repair of the same.

As a condition of use of the ROW, Licensee agrees, to defend, indemnify, and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Licensee's use of the ROW. To the extent required by law to enforce this provision, Licensee agrees that this indemnification requires Licensee to obtain insurance.

Applicant Name

Applicant Signature

Date