

AN ORDINANCE AUTHORIZING THE CITY OF HAMILTON TO ENTER INTO A TOWER SITE AGREEMENT FOR INSTALLATION OF EMERGENCY DIRECTIONAL REPEATER WITH CALDWELL COUNTY, MISSOURI

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HAMILTON, MISSOURI AS FOLLOWS TO WIT:

SECTION 1: The Board of Aldermen authorizes the City of Hamilton, Missouri to enter into the Tower Site Agreement attached hereto as Exhibit A and made a part hereof for installation of an Emergency Directional Repeater with Caldwell County, Missouri. The terms and provisions of the Agreement referenced are hereby approved and adopted by the Board of Aldermen of the City of Hamilton, Missouri, on behalf of said City.

SECTION 2: The Board of Aldermen authorizes and directs the Mayor of the City of Hamilton, Missouri to execute the Tower Site Agreement in substantially the same form as the copy of the Agreement attached hereto and any documents the Mayor deems necessary or proper to carry out fully the terms of such Agreement. The Mayor, with the advice of the attorney acting for the City, may make minor corrections and changes to the Agreement that does not affect the substance of the Agreement.

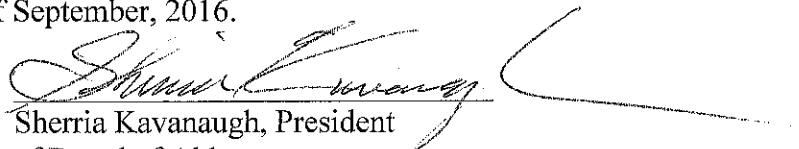
SECTION 3: This ordinance repeals any prior ordinance or parts of any prior ordinance that might be in conflict herewith.

SECTION 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 5: That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

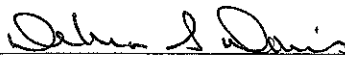
A copy of this Ordinance has been made available for public inspection prior to its adoption by the Board of Aldermen and this bill was read by title in the open meeting two times prior to its final passage.

Adopted by the Board of Aldermen this 14th day of September, 2016.


Sherria Kavanaugh, President
of Board of Aldermen

Approved on this 14th day of September, 2016.


Winford Gilliam, Mayor

Attest: 
Debra Davis, City Clerk

Mass-age, Trapper-age, Kavanaugh-age, Severin-age

TOWER SITE LEASE AGREEMENT

THIS TOWER SITE LEASE AGREEMENT is made and entered into by and between the City of Hamilton, Missouri, hereinafter called "City," and Caldwell County, Missouri, hereinafter called "County".

RECITALS

- A. The City has a new water tower that is a appropriate location for placement of an emergency directional radio repeater (the "equipment") for public service agencies.
- B. The County has purchased such equipment and desires to install the equipment on the City's water tower.

AGREEMENT

In consideration of the mutual agreements herein, the parties agree as follows:

1. The equipment will be located on the City's new water tower.
2. The City authorizes the County to have its contractor, Midwest Mobile Radio, to install the equipment at a location on the tower acceptable to the City.
3. The consideration is that the City's police department will be able to use the equipment for police purposes.
4. The County's use is non-exclusive.
5. The term of this Agreement is for an initial term of 5 years and will be renewed thereafter automatically for successive 5 year terms unless either party gives the other party 180 days written notice to terminate this agreement.
6. The County or its contractors shall notify the City at least 24 hours prior to entering upon the Tower site except in the event of an emergency that makes such notice unreasonable.
7. The County will cause its contractor to install the electric lines for electrical service for the equipment and the City will pay for electrical service for the equipment.
8. In the event that the Tower needs painting or other maintenance, the County will temporarily cover or remove the equipment during such times at its expense if required by the City's contractor.
9. The County will at all times, at its own expense, maintain any equipment in a safe condition, and in good repair.
10. The County will cause its contractor installing and maintaining the equipment to maintain liability insurance in an amount acceptable to the City and shall name the City as an additional insured on such insurance. The County shall be responsible for any damage caused by the

equipment to the extent permitted by law but nothing herein will waive the sovereign immunity of the County.

11. The City will not be responsible for any damage to the equipment on the Tower except that caused by the negligence of the City employees or agents but nothing herein will waive the sovereign immunity of the City.

12. This Agreement is binding on the parties and their respective successors and assigns.

Signed the date set forth below.

City of Hamilton, Missouri

Caldwell County, Missouri

By: Winford Gilliam
Winford Gilliam, Mayor

By: C. B. Mattinger
, Presiding Commissioner

Attested by:

Attested by:

Debra L Davis
City Clerk

Beverly Bryant
County Clerk

9-14-16
Date

9-19-16
Date