

**COOPERATIVE AGREEMENT FOR
GRISSUM RADIO TOWER REPLACEMENT PROJECT**

THIS AGREEMENT between the **City of Columbia, Missouri**, (hereinafter “City”) and the **County of Boone, Missouri**, (hereinafter “County”) is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). City and County are each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, City operates an existing radio communications tower, known as the Grissum tower, located on City property, within parcel # 1710900010700001, with a physical mailing address of 1313 Lakeview Avenue, Columbia, MO 65201, that has reached end-of-life (hereinafter “Grissum Tower”); and

WHEREAS, County operates equipment on City’s existing Grissum Tower as part of its communication infrastructure for public safety purposes; and

WHEREAS, City also either operates or facilitates the operation of other existing equipment on its Grissum Tower, including equipment for its Public Works Street Operations, Water & Light Utility Operations, Columbia Fire Department, Columbia Police Department, and equipment owned by Central Electric Power Cooperative; and

WHEREAS, County desires a suitable site on City property for the construction of a new radio communications tower that County can operate as part of its public safety communications system (hereinafter “New Tower”); and

WHEREAS, County is willing to design and construct the New Tower so that it can accommodate the City’s and Central Electric Power Cooperative’s communication equipment needs via Site License Agreements that County can issue to City and Central Electric Power Cooperative; and

WHEREAS, City desires to make a portion of property it currently owns available to County as a site for the construction of the New Tower; and

WHEREAS, County and City contemplate that the County’s New Tower will be constructed and operational before the City disassembles and removes the existing Grissum Tower; and

WHEREAS, the Parties desire to memorialize certain agreements relating to the construction and operation of the contemplated New Tower so that County can move forward with construction efforts.

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Site Location:** City and County agree that the site location for the New Tower shall be on City property, within parcel # 1710900010970001, with a physical mailing address of 1501 Business Loop 70 E, Columbia, MO 65201, identified in **Exhibit A**, which is attached hereto and incorporated herein (hereinafter “Site Location”).
2. **Easements:** City will grant County a temporary construction easement, in substantially the form set out in **Exhibit B** for and while County constructs the New Tower at the Site Location. City will also grant County a permanent easement in substantially the form set out in **Exhibit C** to facilitate the operation and maintenance of the New Tower at the Site Location. The permanent

easement will grant County the use of the Site Location, as well as reasonable rights of access for maintenance and operation purposes. Such easements will also limit the New Tower constructed to not exceed three hundred (300) feet in height.

3. **Purchase and Construction Administration:** County will prepare the specifications for bidding and procure the New Tower in accordance with Missouri law. County will supervise the construction and obtain necessary permits from Boone County Resource Management for the erection and operation of the New Tower. Upon completion of the New Tower, Boone County shall submit to City a copy of the as-built plans for the New Tower for its record-keeping purposes. City will cooperate with County to prepare such documentation as is necessary to obtain permits and approvals. The New Tower shall contain at least the following components:
 - a. A three-legged radio tower of at least two hundred eighty (280) feet in height, and not to exceed three hundred (300) feet in height;
 - b. A gravel-covered ground compound consisting of a security fenced area, generator, and key-locked gate access;
 - c. An equipment shelter to contain radio communications and related technical equipment associated with the operation of the communications network;
 - d. Utility services and related hardware including electrical power, telephone service, and fiber optic cable conduits; and
 - e. County shall construct the New Tower, at County's expense, consistent with specifications set forth in **Exhibit D**, which is attached hereto and incorporated herein.
4. **Methods of Construction and Use:** The following shall apply to the construction and use of the New Tower:
 - a. Any fencing, the access road, and any portion of the permanent easement located within the fenced area shall be maintained by County at County's expense.
 - b. All areas, including curbs, paved areas, culverts and any other areas whether finished, graded or not graded, disturbed by County during construction of the New Tower, or by any future access of the permanent easement by County, shall be restored to their original condition or better by County at County's expense.
 - c. County will timely notify City when the New Tower is constructed and the equipment installed thereon is operational so that City can begin its efforts to decommission and disassemble the original Grissum Tower. The Parties will cooperate on the decommissioning of the legacy equipment installed on the original Grissum Tower.
 - d. County shall maintain the New Tower consistent with specifications set forth in **Exhibit D**, at County's expense.
 - e. City shall extend power and fiber to the New Tower at City's expense. City will pay the ongoing electric costs for operation of the tower. County will pay the ongoing monthly fiber cost associated with its equipment installed at the New Tower and City will pay the ongoing monthly fiber cost associated with its equipment and the Central Electric Power Cooperative's equipment installed at the New Tower.
5. **Site License Agreements:** County will issue City and Central Electric Power Cooperative site licenses to locate and operate their equipment on the newly constructed tower. Said site

licenses shall be in substantially the form set out in **Exhibit E** and shall be at no cost to City or to Central Electric Power Cooperative.

6. **Co-Locators**: County may authorize other entities, beyond the City and Central Electric Power Cooperative, to locate equipment on the New Tower. If County enters into any agreements allowing for use of the tower and shed by any commercial entity, then County and City shall each be entitled to fifty percent (50%) of any net rental revenue received from such agreements.
7. **Ownership and Risk of Loss**: After the construction of the New Tower is complete, it will be owned by County and County will insure the same against risk of loss at County's expense. County will bear all risk of loss of the tower and County-installed equipment.
8. **Operation and Maintenance of New Tower Facility**: County will solely operate the facility and bear the expenses of maintaining the New Tower. Ongoing operating expense costs for any entity operating equipment on the New Tower shall be addressed in site licenses issued by County. County will inspect and maintain the tower and associated structures, the area inside the security fenced compound, and the fencing and gates.
9. **Survival of Closing**: If any provision of this Agreement which by its nature or effect is required to be observed, kept, or performed after the formal delivery of the easements contemplated herein (hereinafter "the Closing"), it will survive the Closing and remain binding upon the Parties hereto until fully observed, kept, or performed.
10. **Termination**: Should County, at some future time, no longer desire easements to the New Tower facility, or no longer desire to own or operate to the New Tower facility, County will notify City and give at least three hundred and sixty (360) days' notice of its intent to relinquish all rights to the New Tower facility. If County chooses to relinquish all rights to the New Tower facility, County will either arrange and pay for the removal of the New Tower structure and associated structures, or, at City's option, will transfer all rights to the New Tower and associated structures to City at no cost to City or to terminate said easements. City will notify County of its desire to exercise this transfer or termination of rights within sixty (60) days of receiving County's written notice of its intent to relinquish rights to the New Tower and associated structures.
11. **Non-appropriation**: Notwithstanding any provision of this Agreement to the contrary, any obligation of County that requires an expenditure of funds is expressly conditioned upon there being a sufficient, unencumbered balance of funds appropriated for that purpose. Any such instance of non-appropriation shall not shift responsibility for cost to City.
12. **Miscellaneous Provisions**:
 - a. **Authority of Signatories**. The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective Party.

supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, expressed or implied, oral or written, except as herein contained. This Agreement may be modified only by an agreement in writing signed by the Parties.

- h. **No Assignment.** Neither Party may assign their rights and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
 - i. **Venue.** Venue of any lawsuit filed regarding or arising out of this Agreement will be in the Circuit Court of Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
 - j. **Mediation.** In the event any dispute of any kind should arise between the Parties hereto concerning this Agreement or the breach thereof, then and in that event, the Parties intend to mediate the dispute, if practical, through a mutually agreed upon mediator prior to the filing of any legal action, but shall not be bound to do so.
 - k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the Parties to this Agreement.
 - l. **Fax or Electronic Signatures.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by electronic means or by facsimile machine is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any electronic or facsimile document is to be re-executed in original form by the Parties who executed the electronic or facsimile document. No Party may raise the use of an electronic or facsimile machine or the fact that a signature was transmitted through the use of electronic means as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.
13. **Good Faith:** The Parties hereto mutually pledge and agree to exercise reasonable diligence and good faith in the performance of their respective obligations under this Agreement and to cooperate to the greatest extent practical in fulfilling the general terms, conditions and objections reflected herein.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized officers on the latest day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE ____ DAY OF _____, 2025.

EXECUTED BY THE COUNTY OF BOONE ON THE ____ DAY OF _____, 2025.

BOONE COUNTY MISSOURI

By:

Kip Kendrick, Presiding Commissioner

CITY OF COLUMBIA

By:

De'Carlton Seewood, City Manager

SSU

ATTEST:

Brianna L. Lennon, Boone County Clerk

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

CJ Dykhouse, Boone County Counselor

APPROVED AS TO FORM:

Nancy Thompson, City Counselor / ek

CERTIFICATION: I hereby certify that no City funds shall be expended under this Agreement.

Matthew Lue, City Director of Finance

EXHIBITS

- Exhibit A – Site Location
- Exhibit B – Draft Temporary Construction Easement
- Exhibit C – Draft Permanent Easement
- Exhibit D – New Tower specifications
- Exhibit E – Draft Site License Agreement

TEMPORARY CONSTRUCTION EASEMENT

A TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 98 PAGE 624, ALSO BEING, PART OF LOT 47 E.C. MORE'S SUBDIVISION AS SHOWN IN BOOK 87 PAGE 55 ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY FOR ASHLEY STREET AS DESCRIBED BY THE STREET EASEMENT IN BOOK 312 PAGE 15 OF THE BOONE COUNTY RECORDS, THENCE WITH THE EAST LINE OF SAID LOT 47 ALSO BEING THE WEST RIGHT OF WAY LINE OF BOWLING STREET 5.00' 31" 10" W, 228.67 FEET; THENCE LEAVING SAID EAST LINE N.89° 28' 50" W, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING AND CONTINUING WITH SAID EAST LINE 5.00' 31" 10" W, 150.00 FEET; THENCE LEAVING SAID EAST LINE N.89° 28' 50" W, 150.00 FEET; THENCE N.00° 31' 10" E, 150.00 FEET; THENCE S.89° 28' 50" W, 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES, INCLUSIVE OF THE 0.11 ACRE LEASE TRACT AS DESCRIBED ABOVE.

LEASE TRACT

A TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 98 PAGE 624, ALSO BEING, PART OF LOT 47 E.C. MORE'S SUBDIVISION AS SHOWN IN BOOK 87 PAGE 55 ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY FOR ASHLEY STREET AS DESCRIBED BY THE STREET EASEMENT IN BOOK 312 PAGE 15 OF THE BOONE COUNTY RECORDS, THENCE WITH THE EAST LINE OF SAID LOT 47 ALSO BEING THE WEST RIGHT OF WAY LINE OF BOWLING STREET 5.00' 31" 10" W, 228.67 FEET; THENCE LEAVING SAID EAST LINE N.89° 28' 50" W, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING 5.00' 31" 10" W, 100.00 FEET; THENCE N.89° 28' 50" W, 50.00 FEET; THENCE N.00° 31' 10" E, 100.00 FEET; THENCE S.89° 28' 50" W, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.11 ACRES.

ACCESS EASEMENT

A TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 48 NORTH, RANGE 12 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 98 PAGE 624, ALSO BEING, PART OF LOT 47 E.C. MORE'S SUBDIVISION AS SHOWN IN BOOK 87 PAGE 55 ALL OF THE BOONE COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

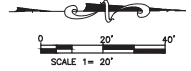
STARTING AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY FOR ASHLEY STREET AS DESCRIBED BY THE STREET EASEMENT IN BOOK 312 PAGE 15 OF THE BOONE COUNTY RECORDS, THENCE WITH THE EAST LINE OF SAID LOT 47 ALSO BEING THE WEST RIGHT OF WAY LINE OF BOWLING STREET 5.00' 31" 10" W, 228.67 FEET; THENCE CONTINUING WITH SAID EAST LINE 5.00' 31" 10" W, 70.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING CONTINUING WITH SAID EAST LINE 5.00' 31" 10" W, 80.00 FEET; THENCE LEAVING SAID EAST LINE N.89° 28' 50" W, 50.00 FEET; THENCE N.00° 31' 10" E, 30.00 FEET; THENCE S.89° 28' 50" W, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINS 0.03 ACRES.

POINT TABLE				
CONTROL POINT #	DESCRIPTION	ELEVATION	NORTHING	EASTING
1	TP 3/8 RE	782.91	1141045.37	1692869.55
2	TP 3/8 RE	785.40	1140677.79	1692769.49

LEGEND

- F FOUND
- S SET
- OH 3/4" IRON PIPE
- ROW UNLESS OTHERWISE NOTED
- IP EXISTING RIGHT-OF-WAY MARKER
- R 3/4" ROD
- REBAR
- IP IRON PIPE
- R RECORD
- M MEASURED
- PM PERMANENT MONUMENT
- SAN SANITARY SEWER LINE
- X FENCE
- W WATER LINE
- STM STORM WATER PIPE
- E OVERHEAD ELECTRIC LINE
- T TELEPHONE LINE
- TV CABLE TV
- FL FLOWLINE
- E OVERHEAD ELECTRIC LINE
- MH MANHOLE
- PB PLAT BOOK
- PG PAGE
- BK BOOK
- P.O.B. POINT OF BEGINNING
- △ CONTROL POINT 3/8" REBAR



BEARINGS ARE REFERENCED TO GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE), OBTAINED FROM GPS OBSERVATIONS.

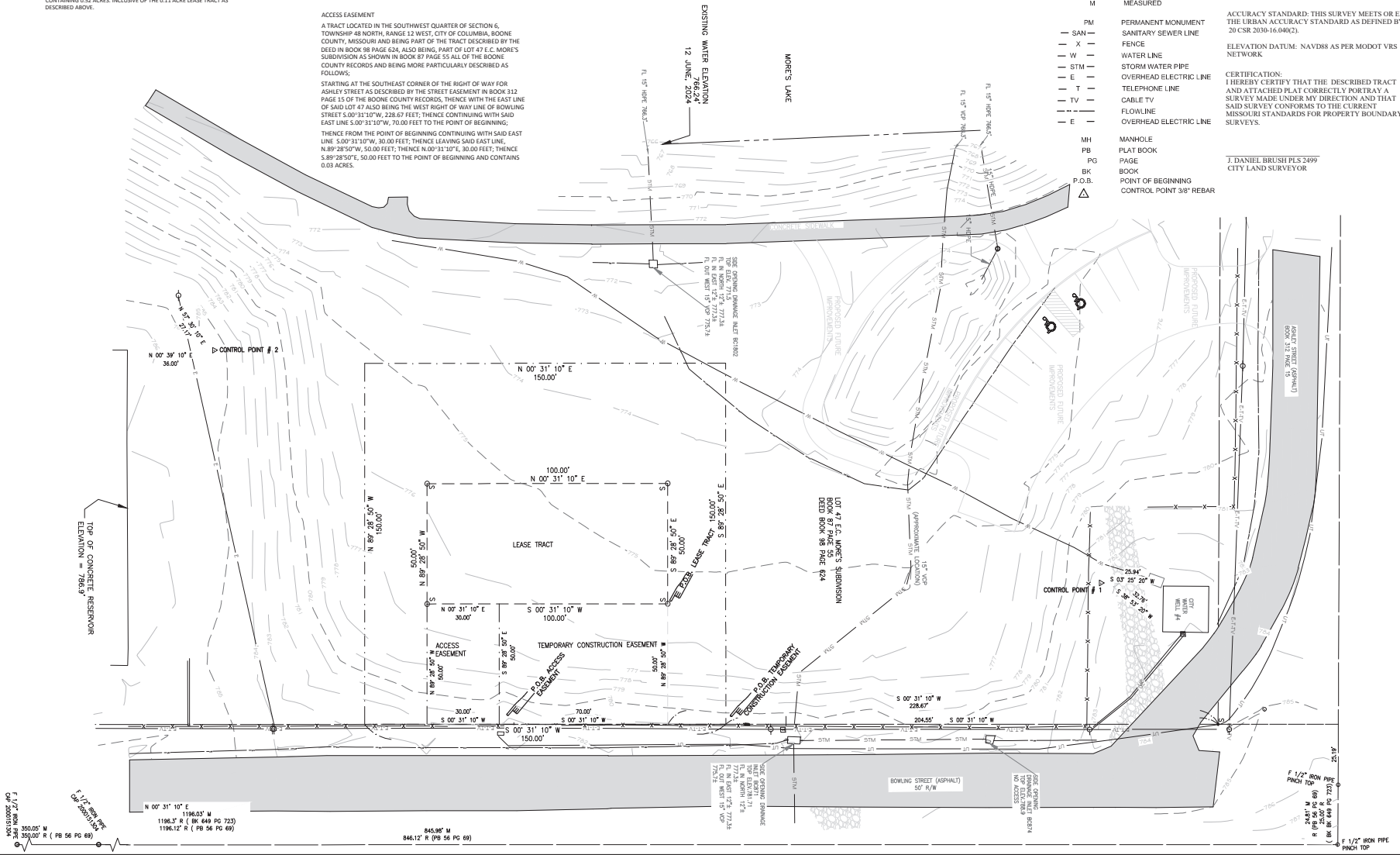
DATE OF SURVEY: JULY, 2024
SURVEY FOR THE CITY OF COLUMBIA

ACCURACY STANDARD: THIS SURVEY MEETS OR EXCEEDS THE URBAN ACCURACY STANDARD AS DEFINED BY 20 CSR 2030-16.040(2).

ELEVATION DATUM: NAVD83 AS PER MODOT VRS NETWORK

CERTIFICATION: I HEREBY CERTIFY THAT THE DESCRIBED TRACT AND ATTACHED PLAT CORRECTLY PORTRAY A SURVEY MADE UNDER MY DIRECTION AND THAT SAID SURVEY CONFORMS TO THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

J. DANIEL BRUSH PLS 2499
CITY LAND SURVEYOR



GRISSELL BUILDING RADIO TOWER REPLACEMENT EXHIBIT A

Mission
Provide the City of Columbia with infrastructure that promotes positive communities.



J. DANIEL BRUSH PLS # 2499

File No.

Scale: 1" = 20'

Des. J.D.B.

Dwn. J.D.B.

Chk. S.K.J.

Sheet

1 of 1

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT for temporary construction easement entered into this ____ day of _____, 2025, by and between **City of Columbia**, a political subdivision of the State of Missouri, herein Grantor, and **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: One Government Center, 801 East Walnut Street, Rm. 211, Columbia, Missouri 65201).

WITNESSETH:

That the said Grantor, for the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, a temporary easement to be in effect during the time of construction of the **NAMED Communications Tower** in Boone County, Missouri for the following purposes, namely: the right to enter upon, to construct a communications tower not to exceed three-hundred (300) feet in height, with associated structures upon, and permanently re-grade and re-slope the easement area, and to store materials, operate and park equipment on, over and across the easement area herein described, which is situated in the County of Boone, State of Missouri, and described as follows:

See Attached Exhibit

This easement shall expire upon final completion of the above described project and final acceptance by the Grantee. Grantee covenants by acceptance of this easement that the easement area shall be seeded and restored to its previous or better condition subject to the grad and slope changes made as a part of the Project.

The said Grantor covenants that it has the right and authority to make and execute this agreement.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its City Manager this ____ day of _____, 2025.

CITY OF COLUMBIA

By:

De'Carlton Seewood, City Manager

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2025 before me personally appeared De'Carlton Seewood, City Manager of the City of Columbia, known to me to be the person who executed the within Easement on behalf of the City of Columbia and acknowledged to me that he executed the same as a free act and deed for the purposes therein stated and that he had been granted authority by the City of Columbia to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

Notary Public

My Term Expires: _____

EASEMENT FOR COMMUNICATION TOWER PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED, **City of Columbia**, a political subdivision of the State of Missouri, herein Grantor, on this _____ day of _____, 202__, for the sum of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, and Sell unto **The County of Boone, a political subdivision of the State of Missouri**, herein Grantee, (Grantee's mailing address is: 801 East Walnut Street, Columbia, Missouri 65201), its successors and assigns, both individually and as Trustee for the use and benefit of the "Benefited Parties" described below herein, hereinafter called Grantees, an easement with the right, privilege and authority to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, and remove utility lines and a communication tower and shed facilities over, under, across, and upon the following described real estate situated in Boone County, Missouri, to-wit:

See Attached Exhibit

The "Benefited Parties" referred to above herein shall be deemed to mean public corporation, any public entity, any public water supply district, any utility cooperative, and any utility company regulated by the Missouri Public Service Commission, and said Benefited Parties shall, with the permission of the County of Boone, have the right to use the easement area for the aforesaid purposes.

The parties agree that this easement may not be terminated or amended without the prior written consent of BOONE COUNTY, MISSOURI and each Benefited Party which has any utility lines or utility facilities located in the easement area at the time of the proposed termination or amendment. However, upon any transfer of ownership of the communications tower located on the above-described real estate by BOONE COUNTY, MISSOURI, this easement shall terminate at the Grantor's option and without the need for consent from BOONE COUNTY, MISSOURI or any other Benefited Party.

Grantor agrees that it will not erect any building or structure on the easement area or permit the installation of any obstruction on the easement area which will interfere with the construction, placement, operation, and maintenance of utility lines and facilities in the easement area, and that the tower constructed shall be no greater than three-hundred (300) feet in height.

BOONE COUNTY, MISSOURI and/or any Benefited Party shall have the right to trim, clear, cut and remove from the easement area any tree, brush, shrub, plant or other object of any kind which in the reasonable judgment of said party may interfere with the installation and/or maintenance of utility lines and utility facilities in the easement area.

IN WITNESS WHEREOF, the said Grantor caused these presents to be signed by its City Manager this ____ day of _____, 202__.

CITY OF COLUMBIA

By: _____
De'Carlton Seewood, City Manager

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 202__ before me personally appeared De'Carlton Seewood, City Manager of the City of Columbia, known to me to be the person who executed the within Easement on behalf of the City of Columbia and acknowledged to me that he executed the same as a free act and deed for the purposes therein stated and that he had been granted authority by the City of Columbia to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Columbia, Missouri, the day and year first above written.

Notary Public
My Term Expires: _____

Exhibit D
BASIC REQUIREMENTS FOR GRS RADIO TOWER

1.00 GENERAL

- 1.01 The tower will be a three leg, self-standing, solid rod leg steel tower of nominal 280 feet in height. Procurement will include design, fabrication, delivery, and erection by the Vendor's staff and County-approved subcontractors.
- 1.02 Engineered foundation design shall be provided by Vendor and excavation and fabrication of foundation will be provided by County and/or Vendor and its subcontractors as agreed between the parties.

2.00 DESIGN

- 2.01 Tower shall be fabricated from steel material and shall be triangular in cross section.
- 2.02 Tower legs shall be round and fabricated from solid rod. Composite legs, truss type legs, combination triangular legs, or hollow tube legs are disallowed.
- 2.03 All bracing shall be round solid rod or angle material.
- 2.04 Leg joints and all tower weldments shall leave no cavities within joints, fittings, or flange plates for water to accumulate.
- 2.05 Tower shall be designed, engineered and fabricated according to **ANSI/EIA RS-222-H** except that if any requirement of this specification is more stringent, or if any requirement of **ANSI/EIA RS-222-G** is more stringent, then the more stringent requirement(s) shall apply.
- 2.06 Tower shall be designed assuming basic wind speed of 90 mph with 0" radial ice and 40 mph with 1" of radial ice.
- 2.07 Tower shall be designed for a Risk Category III Structure.
- 2.08 Tower shall be designed with a 1.25 Importance Factor.
- 2.09 Tower shall be designed for Exposure Category and Topographic Category according to specific site and coordinates.
- 2.10 All tower components shall be hot dip galvanized after fabrication in accordance with ASTM A-123.

2.11 All bolts shall conform to ASTM A-325 and shall be galvanized in accordance with ASTM A-153

2.12 Welds made during fabrication shall be X-ray quality and conform to AISC and AWS standards.

2.13 At its own discretion, County may require the contractor to furnish copies of certification of welders employed in fabrication, mill tests of materials used in the structure or report of X-ray examination of welds by an independent testing laboratory.

2.14 Tower shall be designed and fabricated so that erection may be accomplished using bolts with no field welding, cutting, or drilling required or allowed.

2.15 Vendor shall guarantee structural analysis of proposed tower. Vendor agrees to reimburse County for professional fees in the event an independent tower engineering firm forecasts, projects, or calculates engineering/fabrication/material deficiency(ies) in Vendor's proposed products which causes rejection.

3.00 LOADING AND ATTACHMENTS

3.01 Tower shall be generally oriented with one leg due North, one leg Southeast, and one leg Southwest.

3.02 The tower design shall anticipate actual loads for known occupancy and usage as well as additional capacity as specified at time of procurement.

ANTENNA SITE LICENSE

OWNER: Boone County, Missouri

LICENSEE: _____

COMMENCEMENT DATE: _____ or upon execution by both parties of countersigned documents, whichever is sooner.

LICENSED SITE ADDRESS: _____.

It is agreed by and between the parties as follows:

1. **License of Site.** During the Term hereof, Owner grants a license to Licensee to install, operate and maintain, at Licensee's expense and risk, (describe equipment on tower and any shelter) _____, and antennas and feedlines attached to Owner's radio tower, (collectively, the "Equipment") at the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.
2. **License Fee.** Within thirty (30) days after the Commencement Date of this License, Licensee shall pay Owner the License Fee for the full month of the Term. The License Fee for each subsequent month shall be due and payable in full by not later than the first day of that month. The License Fee shall be _____ (\$_____) per month.
3. **License Term.** The term of this license shall be five (5) years, commencing on _____ and expiring on _____. License shall automatically renew for one additional five-year period unless cancelled by Owner or Licensee. Following expiration of final term on _____, license shall revert to month-to-month occupancy.
4. **Termination and Cancellation.**
 - a. Termination for Convenience: This license may be terminated by either party by giving ninety (90) days written notice to the other party.
 - b. Termination for Funding: This license may be terminated at any time if sufficient funding is not appropriated for the purposes of this Agreement during Licensee's annual budget process.
5. **Removal of Equipment.** Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term (or within 180 days following cancellation notice) and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, except for ordinary wear and tear and occurrences for which Licensee is not responsible hereunder.

6. **Site Condition.** Licensee takes the Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Licensee or any other person due to such condition.
7. **Indemnification.** To the extent allowed under Missouri law, Licensee shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed Site or Owner's surrounding property by Licensee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or his employees or agents. To the extent allowed under Missouri law, Owner shall indemnify and hold Licensee harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Licensed site or Owner's surrounding property by Owner or his employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Licensee or its employees or agents.
8. **Installation of Equipment.** Licensee agrees to install its Equipment in accordance with specific direction and approval of Owner, such approval to not be unreasonably withheld. Licensee will provide its own equipment which will be located and installed at the Site.
9. **Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or installed equipment, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated. Licensee understand that priority in the operation of the tower will be given to Owner's equipment used for public-safety communication purposes.
10. **Assignment.** Licensee shall not assign this License to future affiliates, subsidiary, or alternate political jurisdiction.
11. **Electrical Service.** Licensee agrees to furnish and pay for the electric service to operate Licensee's equipment and equipment shelter, such cost and expense to be considered part of the License Fee.
12. **Telephone and Fiber Service.** Licensee agrees, at Licensee's sole cost and expense, to pay for any telephone service or fiber optic cable connection required for the operation of its Equipment.
13. **Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall

abate for such period as Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License by providing written notice of its intent to do so.

14. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or certified mail (return-receipt requested) in a sealed envelope, postage prepaid, and addressed as follows:

a. If to the Owner:

Boone County Joint Communications, Attn: Director, 2145 E. County Drive,
Columbia, Missouri 65202.

b. If to the Licensee:

_____.

15. **Waiver.** Failure or delay on the part of Owner or Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

16. **Prior Negotiations.** This License constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations, and agreements.

17. **Amendment.** No revision of this Agreement shall be valid unless made in writing and signed by duly authorized officers or representatives of Owner and Licensee.

18. **Owner's Representations.** Owner represents and warrants that he owns the Licensed Site and has full authority to execute and deliver this License.

19. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this License as of the ____ day of _____, 202____.

OWNER:

Boone County, Missouri

BY:

Presiding Commissioner

Attest:

Boone County Clerk

Approved as to legal form:

County Counselor

LICENSEE:

BY:
