

RESOLUTION NO. R17-03

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING
THE MAYOR TO SIGN A LEASE AGREEMENT WITH YELLOWSTONE COUNTY
TO PROVIDE A LOCATION AND SITE FOR THE CITY'S PUBLIC
SAFETY COMMUNICATION EQUIPMENT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Lease Agreement for the use of a portion of the Greeno Radio Site between the City of Laurel and Yellowstone County, a copy attached hereto, is hereby approved and rent shall be calculated and paid pursuant to the Rent Provision contained in the Lease Agreement as Section 6.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute the Lease Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on March 7, 2017, by Council Member Dickerson.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 7th day of March.

APPROVED by the Mayor this 7th day of March, 2017.

CITY OF LAUREL



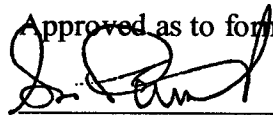
Mark A. Mace, Mayor

ATTEST:



Bethany Keeler, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

Greeno Radio Site LEASE AGREEMENT

This agreement is entered into between YELLOWSTONE COUNTY, herein referred to as the "Lessor", and City of Laurel herein referred to as the "Lessee".

WHEREAS, the Lessor has a Site Agreement dated October 1st; 2009 for the use of the real property described in this agreement and attached hereto, and;

WHEREAS, the Lessee desires to sub-lease the real property under the terms of this agreement.

NOW, THEREFORE, in consideration of the terms set forth in this agreement, the parties agree as follows:

1. **DESCRIPTION:** This agreement governs the sub-lease of the following described real property referred to in this agreement as the "SITE". The building within the SITE will be referred to as the "FACILITY".

SITE Description: The communications site known as Greeno Radio Site, tract of land (200 feet by 200 feet) in the SW ¼, and SE ¼ of Section 28, Township 3 South, Range 25 East, P.M.M., Yellowstone County, Montana, Latitude 45°, 32', 15.9" N, Longitude 108°, 38', 27.4" W, owned by the Landlord together with the right of ingress and egress on established roads and trails owned by the Landlord. The Landlord does not grant to the Tenant ingress and egress across any other lands owned or leased by the Landlord. This tract of land is referred to in this Agreement as "the Premises".

The existing improvements at the site consist of a radio tower and a building; future improvements may include a generator, propane tank, microwave dish(s), other radio equipment and antennas.

2. **PURPOSE:** The purpose of this Lease Agreement is to provide a SITE to locate and operate public safety radio communications equipment that serves the Lessee.
3. **SPECIAL CONDITIONS:** The Lessee will utilize existing utilities and services provided at the SITE. It is understood that the co-located public safety equipment will utilize a section of the FACILITY and its equipment will be housed and maintained in a professional manner. Lessee shall reimburse the Lessor for any damage resulting from misuse of the site, other than ordinary wear and tear. Lessee will be responsible for a pro-rata share of the utility payments, annual rent and maintenance costs for the radio communications co-located at the SITE. See "RENT" section below.
4. **TERM:** The term of this agreement shall begin on the _____ day of _____, _____ for an initial term of ten (10) years. After the initial term, if parties agree, they may continue with this existing lease or enter into a new contract if conditions have changed.

5. **NOTICE:** Any notice required or given pursuant to this agreement shall be deemed effective on the day it is personally received by an agent of the Lessor or Lessee. The notice shall be made by United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid and addressed to the party at the address set forth herein.
6. **RENT:** The annual rent assessed to the Lessee for the term of this agreement is the pro-rata share of the annual utilities paid by Lessor, the pro-rata share of maintenance costs paid by the Lessor and the pro-rata share of the annual rent paid by the Lessor for the previous term (April 1st – April 1st). The pro-rata share is defined as the “actual” annual costs to operate the SITE divided equally by the users of the SITE. The Lessor will invoice the Lessee by May 1 of each year for the annual rent. Lessor reserves the right, due to unforeseen circumstances, to determine the need for an annual maintenance fee after the first year of this agreement. The fee shall only be used to provide for SITE and FACILITY maintenance or improvements that benefit all users. Fees shall not be used for the repair of an individual user’s equipment. Repair and maintenance of individual user equipment is the sole responsibility of the user- in this lease, the Lessee. The pro-rata share of the annual costs will be recalculated when new users are added to the site.
7. **CONDITION OF PROPERTY:** The Lessee agrees to maintain the SITE in a neat manner at all times and shall not permit any waste or debris to be accumulated on the property. The Lessee agrees to obtain approval from the Lessor for any alteration of the site other than routine maintenance and repair, or for any change or installation of new equipment. The parties agree that if the LESSEE stops using the SITE that the Lessee shall remove their equipment from the SITE and restore the SITE to its original condition within a time period agreed upon by both parties. The annual rent will be prorated from the previous year’s payment to the termination date.
8. **FREQUENCIES:** The Lessee shall complete and keep current the frequencies of all the public safety radio equipment at the SITE listed on Attachment A to this agreement.
9. **TECHNICAL STANDARDS:** All equipment must adhere to R56 grounding standards and each transmitter must be labeled showing the user name, the transmit, the receive and the tone control frequency. All batteries must be the sealed gel-cell type. Any new feed line for antennas between the entrance port and the antenna mounted on the tower must be minimally LMR 400 or ½ inch Jacketed Heli-ax, terminated with “N” or DIN type connectors and properly installed grounding kits. Mounting clips must follow EIA/TIA 568 standards. No RG-8 or 213 transmission line is allowed. Adapters or mixed connections are highly discouraged as they can be a source of generated interference.
10. **ACCESS AND QUIET ENJOYMENT:** The Lessee acknowledges that the SITE and its access road are on private property and the Lessor is not obligated to maintain the access road to fit the Lessee’s needs or requirements. Access shall be limited to Lessee’s members, its radio maintenance employees or contractors who install or maintain the public safety radio equipment. Access to the SITE by the Lessee or other user employees or contractors, shall be limited to daylight hours; unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the

public. The Lessee agrees to require radio maintenance employees or contractors to sign in and out by contacting the Lessor's Site Manager by phone or email on each visit to the site. In the event the Lessor is not available, a message will be left detailing the time and purpose for the site visit.

11. **INTERFERENCE WITH OTHER EQUIPMENT:** The Lessee understands that its equipment must not interfere with other public safety equipment located at this SITE. If interference is detected, and determined to be caused by the Lessee, the Lessor will coordinate with the Lessee to address the issues and fix the problem in a timely manner. Failure to fix the problem may require replacement or removal of the Lessee's radio equipment, if deemed necessary by the Lessor, to address the interference issues.
12. **SUCCESSORS IN INTEREST:** This Lease Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.
13. **COUNTERPARTS:** At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.
14. **INDEMNITY:** The Lessee assumes all risk of and shall indemnify and hold harmless Lessor for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including the Lessee resulting directly or indirectly, from the Lessee's use of the SITE, excepting such claims or legal actions which are caused by the sole negligence of the Lessor. Applicable Montana statutory provisions limit liability to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000) per claim/per person or One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000) per occurrence.
15. **CONTACTS/SITE MANAGER:** The following persons will be the contact persons for each party.

YELLOWSTONE COUNTY (Lessor)
Yellowstone County DES
Bradley Shoemaker, Director DES*
PO Box 35004
Billings, MT 59107
Phone: (406) - 256-2775
Email: bshoemaker@co.yellowstone.mt.gov

*Site Manager for Yellowstone County, to include any successor.

City of Laurel (Lessee)

P.O. Box 10

Laurel, MT 59044

If changes in the contact persons occur in the future, either party is to notify the other party by mail or email of the change.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

YELLOWSTONE COUNTY (LESSOR):

Board of County Commissioners

Dated this 28 day of February, 2017.

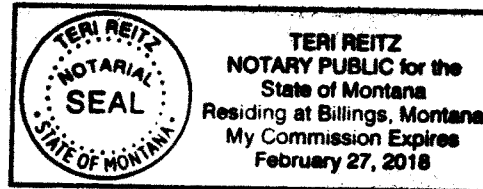
Robyn Driscoll
~~John Ostlund~~ Robyn Driscoll
Chairman Pro Tem

STATE OF MONTANA)
:
County of Yellowstone)

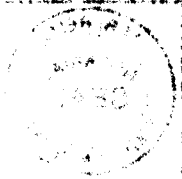
On the 28 day of February, 2017 before me, a Notary Public in and for the State of Montana, personally appeared John Ostlund, known to me to be the Chairman of the Board of County Commissioners of Yellowstone County, Montana who signed the foregoing instrument and who acknowledged to me that they executed the same. WITNESS my hand and seal the day and year hereinabove written.

Teri Reitz
Teri Reitz
Notary Public for the State of Montana
Residing at _____
My Commission expires _____

(SEAL)



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City of Laurel (LESSEE)

Name (printed): Mark A. Mace

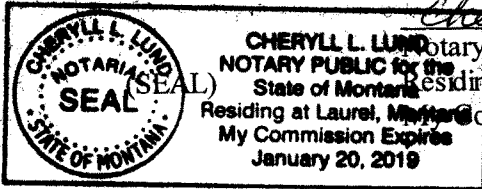
Title: Mayor

Signature: *Mark A Mace* Date 03/07/2017

STATE OF MONTANA

City of Laurel

Acknowledged before me this 7th day of March, 2017 by Mark A Mace
in the capacity as the Mayor of
City of Laurel (LESSEE).



Cheryll L Lund
Notary Public for the State of Montana
Residing at Laurel
My Commission Expires Jan 20, 2019

Reviewed for Legal Content by

Kim Miller

County Attorneys Office

Date 3.1.17

CHEVYLLI LINDO
NOTARY PUBLIC for the
State of Montana
My Commission Expires
June 30, 2019



Attachment A

Frequency List – LESSEE:

TX _____ Tone _____ RX _____ Tone _____

TX _____ Tone _____ RX _____ Tone _____

TX _____ Tone _____ RX _____ Tone _____

TX _____ Tone _____ RX _____ Tone _____

TX _____ Tone _____ RX _____ Tone _____