

RESOLUTION NO. 46-2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE DIAL RADIO CLUB OF MIDDLETOWN FOR PLACEMENT OF AN ANTENNA ON THE BRITTON LANE STORAGE TANK.

WHEREAS, The Dial Radio Club of Middletown previously had an antenna on the water tank located on East Avenue; and

WHEREAS, due to the removal of the East Avenue water tank, the Club has requested permission to place an antenna on our water tank located on Britton Lane; and

WHEREAS, Council deems it beneficial to both parties to allow the placement of the antenna as a source of communication in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

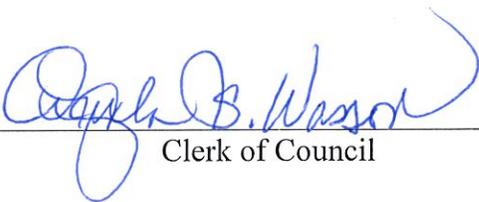
SECTION 1: The City Manager is authorized to enter into a license agreement by and between the City of Monroe and The Dial Radio Club of Middletown for placement of an antenna on the Britton Lane Storage Tank pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: October 8, 2019

ATTEST:

APPROVED:



Clerk of Council



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Council Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

LICENSE AGREEMENT

This license agreement, made and entered into this _____ day of _____ by and between the City of Monroe, Ohio ("Monroe"), a municipality and political subdivision of the State of Ohio, and The Dial Radio Club of Middletown ("Radio Club"), an Ohio not for profit Corporation;

WITNESSETH

In consideration of One (1) Dollar paid, receipt of which is hereby acknowledge, and the mutual covenants and promises contained in this agreement, the parties hereto agree as follows:

1. Monroe hereby grants the Radio Club a License ("License") to use part of the following described real property ("Real Estate"):

Parcel Number C1800005210004

2. This License shall provide the Radio Club the right to erect, maintain and utilize an antenna on the Britton Lane water storage tank along with a cabinet with receiving and transmitting equipment at the base of the tank.
3. The Radio Club agrees to pay all costs of erection, repair and maintenance of any structures or appurtenance placed on the Real Estate by the Radio Club.
4. After the initial placement of the items outlined in Item 2, no additional structure or appurtenance shall be added without approval of Monroe. To obtain Monroe's approval a written statement outlining the proposed installation shall be submitted to the City Manager. Following review, the City Manager shall respond in writing indicating approval or rejection of the proposal. The cost of all labor and materials for any new installation shall be the responsibility of the Radio Club.
5. The Radio Club agrees that the Real Estate including the existing structures and water tower will not be damaged or harmed as a result of the original installation or any future approved installation. Should any damage occur the Radio Club agrees to reimburse Monroe for any expenses incurred in the repair of such damage.
6. The mowing and maintenance of the lawn area shall be the responsibility of Monroe. As long as due diligence is observed Monroe shall not be responsible for any damage to any structure, appurtenance or equipment belonging to the Radio Club.

7. Should Monroe determine that, maintenance needs to be conducted or repairs need to be performed, on/to the Water Tank, Radio Club shall temporarily modify, move or relocate its Communications Equipment (within the Leased Premises or onto other portions of Landlord's parcel if at all possible) as may be required by Monroe, all at The Radio Club's sole expense. Any maintenance or repairs (excepting those of a force majeure or other emergency nature) required by Monroe that would necessitate such temporary modifications, movement or relocation of The Radio Club's Communications Equipment shall require Monroe to give Them at least ninety (90) days advance written notice of such anticipated maintenance and/or repair date.
8. Monroe agrees to pay all utility bills incurred on the Real Estate. The Radio Club may utilize electric from Monroe's meter.
9. The Radio Club shall comply with all laws, statutes, ordinances and regulations of the United States, the State of Ohio and any local governmental authority relating to their use and operation of the Real Estate. This shall include but not be limited to the maintenance of proper Federal Communication Commission Licensure.
10. The Radio Club shall not permit the Real Estate to be used for the purpose of carrying on any unlawful business or activity and shall and hereby agrees to indemnify and save harmless Monroe from any claim, loss, liability or damage in any way arising out of the use of the Real Estate by the Radio Club.
11. Monroe does not assume any Liability of the Radio Club and the Radio Club agrees to indemnify and hold Monroe harmless from any liability or risk of the Radio Club, its employees, or persons under its direction, including Workers' Compensation and Common Law Liability, negligence, public liability and property damage. The Radio Club agrees to provide a General Liability policy in the amount of One Million (1,000,000.00) Dollars which shall name Monroe as an additional insured.
12. In the event of a disaster or failure of Monroe's communication equipment the facilities of the Radio Club will be made available to Monroe.
13. Monroe will be lawfully permitted to terminate this License in the event that:
 - (a.) The Radio Club fails to keep any of the covenants and promises of this License Agreement;
 - (b.) The Radio Club makes an assignment for the benefit of creditors;
 - (c.) Any proceedings in bankruptcy, an arrangement or reorganization, or any other proceeding under any insolvency law, is instituted by or against the Radio Club;
 - (d.) A receiver or trustee is appointed for the property of the Radio Club; or
 - (e.) The Radio Club's interest herein is sold under execution of other legal process.
 - (f.) The Radio Club is dissolved or otherwise ceases to exist
 - (g.) A Radio Club action causes any lien to be placed on Monroe for unpaid work or material

- 14 Should Monroe reasonably conclude that one or more of the events noted in sub-paragraphs (a) through (g) of Item 13 has occurred, Monroe shall deliver written notification to the Radio Club indicating; (a) Monroe's determination that such event or events has occurred; and (b) Monroe's intention to terminate this License.
- 15 The Radio Club agrees not to commit or suffer any waste on the Real Estate. Upon termination of the License, the Radio Club agrees to deliver up the Real Estate in as good an order and condition as it is at the beginning of any term of this License, or in as good a condition as it may be put during any term of this License, normal wear expected.
- 16 This License shall not be construed as giving rise to a partnership and neither Monroe nor the Radio Club shall be liable for debts or obligations incurred by the other party without such party's written consent. The Radio Club shall not assign this License without obtaining the prior written consent of Monroe.
- 17 This License and the covenants and promises contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- 18 The License shall be in full force and effect for an initial period of five (5) years from the date hereof and shall be automatically renewed for successive terms of five (5) years upon the same mutual covenants and promises. Other than as provided for in Item 13, either party may terminate the within granted License by delivering written notification to the other party of an intent to terminate the License with said notification to be delivered not less than ninety (90) prior to the termination.
- 19 Upon the Termination of this License Agreement, whether pursuant to Item 13 or Item 18, the Radio Club shall have the option to remove, at the Radios Clubs expense, any structures, appurtenances or equipment located on the Real Estate, and reimburse or compensate Monroe for any damage to the Real Estate or Monroe property caused by said removal. The Radio Club may exercise this option by providing, within thirty (30) days following the termination of this License Agreement, written notification to Monroe of the Radio Club's intent to remove the structures, appurtenances or equipment located on the Real Estate. The Radio Club shall have sixty (60) days following the delivery of said written notification to remove said structures, appurtenances or equipment.
- 20 Any and all notifications required to be sent to the Radio Club by this License Agreement shall be mailed to: DIAL RADIO CLUB OF MIDDLETOWN, 3805 Roosevelt Blvd., Middletown, Ohio 45044. Any and all notifications required to be sent to Monroe by this License Agreement shall be mailed to: CITY OF MONROE, 233 South Main Street, P.O. Box 330, Monroe, Ohio 45050. The date of post-mark by the U.S Postal Service shall serve as the date of delivery of notification for the purpose of this License Agreement.

- 21 The parties agree that this License Agreement shall be construed under the laws of the State of Ohio.
- 22 The parties agree that this License Agreement constitutes the entire agreement between the parties and that no implied or oral agreement exists.

IN WITNESS WHEREOF, Monroe and the Radio Club set their hands on the day and year first written above.

IN THE PRESENCE OF:

CITY OF MONROE

By _____
William J. Brock, City Manager

DIAL RADIO CLUB OF MIDDLETOWN

By _____

By _____