

APR 11 2024

JEANNIE GOFF *JG*  
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0409

ORDINANCE NO.: 24- 0186

INTRODUCED BY: COUNCIL MEMBER(s) Tullock

1           **AN ORDINANCE APPROVING A MEMORANDUM OF**  
2           **UNDERSTANDING BETWEEN JEFFERSON COUNTY, MISSOURI, AND THE**  
3           **JEFFERSON COUNTY AMATEUR RADIO CLUB, INC., AUTHORIZING THE**  
4           **CLUB TO USE PROPERTY OWNED BY JEFFERSON COUNTY, MISSOURI, ON**  
5           **TOWER ROAD, HILLSBORO, MISSOURI, FOR RADIO COMMUNICATION**  
6           **PURPOSES AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE**  
7           **THE MEMORANDUM ON BEHALF OF THE COUNTY.**

8           **WHEREAS,** Jefferson County, Missouri, (“the County”) is the owner of real estate  
9           at 7887 a/k/a 7867 Tower Road, Hillsboro, MO 63050, being Assessor Parcel No.07-7.0-  
10           35.0-0-000-024.; and,

11           **WHEREAS,** The Jefferson County Amateur Radio Club, Inc. (hereinafter referred  
12           to as “JCARC”) has for many years maintained a shed, equipment for radio broadcasting,  
13           radio and repeater and an antenna on the property; and,

14           **WHEREAS,** additionally, the JCARC has provided aid to the County with  
15           emergency communication, tornado drills, real time weather information, other  
16           communications, and emergency training for the good of the County; and,

17           **WHEREAS,** JCARC desires to add a second repeater and antenna at the location  
18           referenced above; and,

1           **WHEREAS**, the County and the JCARAC agree that a written Memorandum of  
2 Understanding as to the rights and responsibilities of each party is necessary; and,

3           **WHEREAS**, to that end, a proposed Memorandum of Understanding between the  
4 parties is attached hereto as Exhibit A, and incorporated herein via reference as if fully set  
5 forth; and,

6           **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest  
7 of the County to approve the Memorandum of Understanding.

8           **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**  
9 **AS FOLLOWS:**

10           Section 1.     The Jefferson County, Missouri, County Council approves the  
11 Memorandum of Understanding set forth in Exhibit A.

12           Section 2.     The Jefferson County, Missouri, Council hereby authorizes the  
13 County Executive to execute the Memorandum of Understanding attached hereto as  
14 Exhibit A and incorporated herein by reference. The County Executive is further  
15 authorized to take any and all actions necessary to carry out the intent of this Ordinance.

16           Section 3.     Copies of all Invitations for Bid, Requests for Proposals, responses  
17 thereto, and any contracts or agreements shall be maintained by the Department of the  
18 County Clerk consistent with the rules and procedures for the maintenance and retention  
19 of records as promulgated by the Secretary of State.

20           Section 4.     This Ordinance shall be in full force and effect from and after its  
21 date of approval.


1            Section 5.    If any part of this Ordinance is invalid for any reason, such invalidity  
2 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

|   |               |
|---|---------------|
| Council Member District 1, Brian Haskins      | <u>yes</u>    |
| Council Member District 2, Gene F. Barbagallo | <u>yes</u>    |
| Council Member District 3, Lori Arons         | <u>yes</u>    |
| Council Member District 4, Charles Groeteke   | <u>yes</u>    |
| Council Member District 5, Scott Seek         | <u>absent</u> |
| Council Member District 6, Daniel Stallman    | <u>yes</u>    |
| Council Member District 7, Bob Tullock        | <u>yes</u>    |

THE ABOVE BILL ON THIS 8 DAY OF April, 2024:

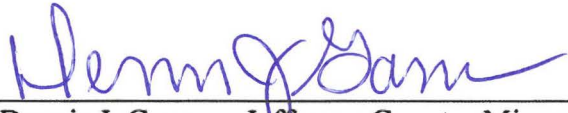
**PASSED**             **FAILED**

  
\_\_\_\_\_  
Charles Groeteke, County Council Chair

  
\_\_\_\_\_  
Cherlynn Boyer, Council Executive Assistant

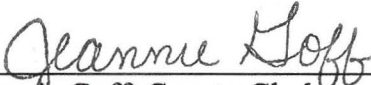
THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11 DAY OF April, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.



\_\_\_\_\_  
Dennis J. Gannon, Jefferson County, Missouri, Executive

**ATTEST:**



\_\_\_\_\_  
Jeannie Goff, County Clerk

BY: 

Reading: 04-08-2024



**ORDINANCE NO.**

24-0186

**MEMORANDUM OF UNDERSTANDING  
FOR USE OF JEFFERSON COUNTY PROPERTY**

**LOCATED AT 7887 a/k/a 7867 TOWER ROAD, HILLSBORO, MO 63050**



**WHEREAS**, Jefferson County, Missouri, is the owner of real estate at 7887 a/k/a 7867 Tower Road, Hillsboro, MO 63050, being Assessor Parcel No.07-7.0-35.0-0-000-024.;

**WHEREAS**, The Jefferson County Amateur Radio Club, Inc. (hereinafter referred to as "JCARC") has for many years maintained a shed, equipment for radio broadcasting, radio and repeater and an antenna on the property and have provided aid to the County with emergency communication, tornado drills, real time weather information, other communications and emergency training for the good of the County;

**WHEREAS**, JCARC desires to add a second repeater and antenna at the location;

**WHEREAS**, the Parties agree that a written Memorandum of Understanding as to the rights and responsibilities of each party is necessary;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, and for other good and valuable consideration, the Parties agree as follows:

1. JCARC shall have the use of the property at 7887 a/k/a 7867 Tower Road, Hillsboro, MO 63050 for radio communication purposes which shall include storage and set up of equipment including but not limited to radio, repeaters and antennas along with the ability to broadcast from the property.

2. JCARC shall continue to provide communication readiness for emergencies where communication will help government and first responders with their duties. Further, JCARC will continue to provide information via radio for citizens to keep them advised of emergency needs. Further, JCARC will continue to provide information regarding emergency weather both to the County and to the national weather service. JCARC will continue to conduct tornado drills via the equipment stationed at the property.

3. JCARC shall be responsible to repair any damage caused by JCARC's use outside of normal wear and tear to the satisfaction of Jefferson County.

4. JCARC agrees to indemnify, protect, hold harmless and defend Jefferson County, from and against any suit or liability arising from JCARC's installation, maintenance or repair work undertaken on the property herein as to any third party.


5. JCARC's obligation to defend, indemnify and hold harmless is subject to the condition that as to any particular claim Jefferson County shall notify JCARC in writing as soon as practicable after notice of any such claim is received and Jefferson County shall not take any steps which could prejudice the defense thereof or otherwise prevent JCARC from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against Jefferson County but not JCARC or legal ethical requirements would require separate counsel for Jefferson County to adequately protect its interest, the choice of such counsel shall be made by Jefferson County, subject to the prior approval of JCARC which approval shall not be unreasonably withheld.

6. Jefferson County shall have the right to remove any improvement installed by JCARC at any time and for any reason, at Jefferson County's sole discretion.

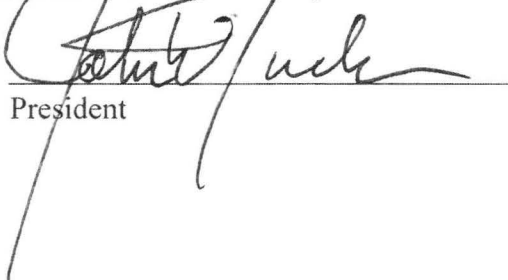
7. This Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from under the terms of this Agreement shall be resolved in the Trial Courts of the Twenty-Third Judicial Circuit at Hillsboro, Missouri. In the event of litigation, each party shall be responsible for its own attorney's fees.

**IN WITNESS WHEREOF**, the undersigned cause this Agreement to be executed as of the date last written below by their duly authorized representatives. A copy of the Jefferson County, Missouri enabling ordinance shall be attached hereto.

JEFFERSON COUNTY, MISSOURI

By:  Date: 4/11/2024  
Dennis Gannon, County Executive

THE JEFFERSON COUNTY  
AMATEUR RADIO CLUB, INC.

By:  Date: 3/14/24  
President