

Sylvania City Council
March 7, 2011

5:30 p.m. Public Meeting - Zoning Code Changes

7:30 p.m. Council Meeting
Agenda

1. Roll call.
2. Pledge of Allegiance to the United States of America led by Mr. Haynam.
3. Additions to the agenda.
4. Approval of the February 22 meeting minutes.
5. Proposed Ordinance 14-2011, granting WXZ/PW Retail Groups a license to enter a portion of City owned right-of-way. Note: the license agreement will be presented prior to the meeting.
6. Alexis Road Improvements;
 - a. Service Director's report on Change Order No. 8; and,
 - b. proposed Ordinance 15-2011, approving the change order with Gerken Paving.
7. Proposed Ordinance 16-2011, authorizing a lease with New Cingular Wireless PCS for a portion of the water tower, and additional land at Burnham Park for communications fixtures.
8. Proposed Ordinance 17-2011, authorizing an agreement with Pyrotecnico to provide fireworks for the July 3 Independence Day celebration at Centennial Terrace.
9. Proposed Ordinance No. 18-2011, amending Section 129.03 - Division of Taxation.
10. Service Director's report on the Highland Meadows and Griffith Park Improvements - East Phase, and authorize the clerk to advertise for bids.
11. Committee reports.
12. Committee referrals.

Information

- A. Notice of March 11 Economic Development sub-Committee meeting.
- B. February cash report from the Division of Taxation.
- C. February bank reconciliation.

CITY OF SYLVANIA ZONING CODE IS CHANGING

Sylvania City Council's Zoning & Annexation Committee is proposing changing the zoning code for the City of Sylvania, Ohio. Prior to the Planning Commission's review, you are invited to attend a Public Information Meeting in the Council Chambers in the Police and Council Building, 6635 Maplewood Avenue, Sylvania, Ohio 43560, on Monday, March 7, 2011 at 5:30 p.m. A copy of the proposed code is posted on the City of Sylvania's web site at www.cityofsylvania.com.

Oral comments on the proposed zoning code as rewritten will be heard in Sylvania Council Chambers at said date and time or send written comments to Margaret Lintner, Clerk of Council for the City of Sylvania, 6730 Monroe Street, Suite 201, Sylvania, Ohio 43560 prior to March 7, or e-mail her at mlintner@cityofsylvania.com

Margaret Lintner, Clerk of Council
of the City of Sylvania, Ohio
419/885-8931

Minutes of the Meeting of Council
February 22, 2011

- The Council of the City of Sylvania, Ohio met in regular session on Tuesday, February 22, 2011 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: V. Michael Brown, Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Todd Milner, Mary J. Westphal (7); absent: (0). Roll call: all present.
- Mrs. Cappellini led the Pledge of Allegiance to the United States of America. Pledge of Alleg.
- Mayor Stough stated that Council will now consider agenda item 3.
- Requests were made for the following additions to the agenda: Additions to the agenda.
- 6a. Utilities & Environment Committee report on water rates.
 - 9a. Continuation of the Utilities Committee report.
 - 9b. Zoning & Annexation Committee report.
 - 11. Proposed Resolution 6-2011.
 - 12. Proposed Ordinance 13-2011.
 - 13. Storm damage cleanup.
 - 14. Update on SAJRD's plans for the skate park.
- Mr. Milner moved, Mrs. Husman seconded, to approve the agenda as amended; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried.
- Mayor Stough stated that Council will now consider agenda item 4.
- Mr. Milner presented the February 7 minutes. Mr. Milner moved, Mr. Luetke seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of February 7, 2011 be approved as submitted, provided there are no amendments from other members of Council; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried. Approval of the February 7 minutes.
- Mr. Milner presented the minutes of the special meeting on February 15. Mr. Milner moved, Mr. Haynam seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the special meeting of February 15, 2011 be approved as submitted, provided there are no amendments from other members of Council; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried. Approval of the February 15 special meeting minutes.

Minutes of the Meeting of Council
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Mayor Stough stated that Council will now consider agenda item 5.

Service Director Jeffrey Ballmer's report on inspection services for the Centennial/Little Roads waterline project was placed on file. Mr. Brown presented and read aloud by title only, proposed Ordinance No. 10-2011, a written copy of same having been previously furnished to each member of Council, "Accepting the proposal of the Mannik & Smith Group to provide construction inspection for the Centennial/Little Roads Waterline; appropriating funds therefore in an amount not to exceed \$32,390; and declaring an emergency." Mr. Brown moved, Mr. Milner seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Husman, Luetke, Milner, Westphal, Brown, Cappellini, Haynam (7) yeas; (0) nays. The motion carried.

Ordinance 10-2011, "Accepting the proposal of Mannik & Smith.. construction inspection... Centennial/Little.. Waterline..."

Mr. Brown moved, Mrs. Husman seconded, that Ordinance No. 10-2011 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 6.

Mr. Brown said one of the topics discussed at the February 15 Utilities & Environment Committee meeting was Toledo's water rate hike, and funding for the new water tower. The committee compared our costs and Toledo's new rate, and recommend some increase with outside city users paying more per thousand (1,000) gallons than those inside the city limits. Also, two bonds are being retired, and water and sewer funds that were used to help pay those can be used toward the water tower.

Utilities Comm. report.

Mr. Brown presented and read aloud by title only, proposed Ordinance No. 11-2011, a written copy of same having been previously furnished to each member of Council, "Amending the Codified Ordinances of Sylvania, 1979, as amended, by increasing water service charges per one thousand gallons (1,000); and declaring an emergency." Mr. Brown moved, Mrs. Westphal seconded, that Ordinance No. 11-2011 be enacted as an emergency measure as declared therein; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Ordinance 11-2011, "...increasing water service charges per 1,000 gallons..."

Mr. Brown moved, Mrs. Westphal seconded, that Ordinance No. 11-2011 be enacted as an emergency measure as declared therein; roll call vote being: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 7.

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February 22, 2011

Mayor Stough presented a list of items no longer needed by the City to be offered for auction. Mrs. Westphal moved, Mr. Milner seconded, to authorize the sale of the items on the GovDeals online auction site; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, Milner,(7) yeas; (0) nays. The motion carried.

GovDeals.com

Mayor Stough stated that Council will now consider agenda item 8.

Mr. Haynam presented and read aloud by title only, proposed Ordinance No. 12-2011, a written copy of same having been previously furnished to each member of Council, "Approving the banner application of St. Joseph Church; authorizing the Deputy Director of Public Service to indicate such approval on behalf of the City of Sylvania; and declaring an emergency." Mr. Haynam moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Milner, Westphal (7) yeas; (0) nays. The motion carried.

Ordinance 12-2011, "Approving the banner application of St. Joseph Church..."

Mr. Haynam moved, Mr. Luetke seconded, that Ordinance No. 12-2011 be enacted as an emergency measure as declared therein; roll call vote being: Cappellini, Haynam, Husman, Luetke, Milner, Westphal, Brown (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 9.

Continuing his report on the February 15 Utilities & Environment Committee meeting, Mr. Brown said the committee also reviewed inspection fees for commercial fire system meters. They are waiting for a report on actual costs before considering increasing them. Another topic was the costs of mailing utility bills. The committee suggests that the public be educated about the electronic ways bills can be received and paid.

Utilities report.

Mr. Haynam noted that Council adopted the updated Land Use Plan in February, 2010, which recommends some of the zoning code changes that have been implemented in the zoning revisions. Mr. Haynam moved, Mr. Luetke seconded, to refer the City of Sylvania Zoning Code Update - Final Review Draft Zoning Amendments, February 16, 2011 to the Municipal Planning Commission for review and recommendation; roll call vote being: Haynam, Husman, Luetke, Milner, Westphal, Brown, Cappellini (7) yeas; (0) nays. The motion carried.

Final Review
Draft Zoning
Amendments to
Planning Comm.

There were no items for 10, and Mayor Stough stated that Council will now consider agenda item 11.

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Mrs. Cappellini presented and read aloud by title only, proposed Resolution No. 6-2011, a written copy of same having been previously furnished to each member of Council, "Adopting a procedure for City of Sylvania residents to request the City to remove trees from their residential private property; and declaring an emergency."

Resolution 6-2011, "Adopting a procedure... remove trees... private property.."

Mrs. Cappellini moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Resolution; roll call vote being: Husman, Luetke, Milner, Westphal, Brown, Cappellini, Haynam (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 12.

Mr. Luetke presented and read aloud by title only, proposed Ordinance No. 13-2011, a written copy of same having been previously furnished to each member of Council, "Making certain position and compensation pay plan changes, making certain salary, wage and other service compensation adjustments to the Codified Ordinances of Sylvania, 1979, as amended, and other ordinances, by granting a three per cent (3%) pay increase to all non-union City employees and Court employees whose positions are included in the list of occupational titles of Section 139.02(a) of the Codified Ordinances of Sylvania which increase is reflected in the Annual Wage Rate Schedule 4 of Section 139.10(D) of the Sylvania Codified Ordinances; by granting a three per cent (3%) pay increase to each appointed official whose title is listed in Section 139.03(e)(3) except for the Forester and Special Events Coordinator and the Deputy Director of Public Service, with all the increase provided herein for the Treasurer and Director of Personnel being allocated to the Director of Personnel and with the increase provided herein for the Director of Public Safety being allocated to the Economic Development/ Administrative Services Coordinator; ; by granting a three per cent (3%) increase from \$145.02 per hour to \$149.37 per hour for legal services billable to the City by James E. Moan in excess of the hours herein allocated to the salary of the Director of Law pursuant to agreement and Codified Ordinance Section 131.01(b); by granting a three per cent (3%) pay increase for each employee in the Labor and Trades Supervision Group whose title in listed in Codified Ordinance Section 139.03(e)(4) except for the Construction Supervisor and Facilities Manager; by amending Section 139.07(a)(10); and declaring an emergency." Mr. Luetke moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Luetke, Milner, Westphal, Brown, Cappellini, Haynam, Husman (7) yeas; (0) nays. The motion carried.

Ordinance 13-2011, "Making certain position and compensation pay plan changes ..."

Mr. Luetke moved, Mrs. Westphal seconded, that Ordinance No. 13-2011 be enacted as an emergency measure as declared therein; roll call vote being: Milner, Westphal, Brown, Cappellini, Haynam, Husman, Luetke (7) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 13.

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There was a brief discussion about the ice storm damage and number of people still without power. Mayor Stough said City crews will pick up tree limbs at the curb for two weeks beginning February 28. Storm damage cleanup.

Mayor Stough stated that Council will now consider agenda item 14.

Mrs. Cappellini reported that the Sylvania Area Joint Recreation District Board met in a special meeting on February 8 and awarded the contract for the skate park facility design to Spohn Ranch Skate Parks. Skate park.

Mayor Stough stated that all items on the agenda have been considered. Mrs. Westphal moved, Mr. Luetke seconded, that this meeting adjourn; all present voting yea (7); (0) nays. The motion carried and the meeting adjourned at 8:20 p.m. Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 14 -2011

GRANTING TO WXZ/PW RETAIL GROUP/MS, LLC A LICENSE TO ENTER A PORTION OF CITY OWNED RIGHT-OF-WAY TO INSTALL A TWO FOOT CONCRETE SLAB, AN UNDERGROUND FOOTER, AN ENTRANCE CANOPY AND AN AWNING; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN THE LICENSE AGREEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, WXZ/PW Retail Group/MS, LLC has requested a license over a portion of City right-of-way to install a two-foot concrete slab flush with existing grade, an underground footer to be installed below grade, an entrance canopy, and an awning, all of which will not extend into the right-of-way more than two feet; and,

WHEREAS, the granting of said License Agreement as set forth in "Exhibit A" will permit WXZ/PW Retail Group/MS, LLC to properly construct the building and maintain the necessary signage for the future Rite-Aid.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the License Agreement set forth above as "Exhibit A" is hereby granted and the Mayor and Director of Finance are hereby authorized to evidence the granting of said License Agreement by signing said Agreement on behalf of this City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the License should be granted forthwith so as to permit WXZ/PW

Retail Group/MS, LLC to properly construct the building and install appropriate signage. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

ATTEST:

President of Council
APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



6a

City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE. PS. DIRECTOR

February 28, 2011

To: The Mayor and Members of Sylvania City Council

Re: **Alexis Road Improvements**

Dear Mr. Mayor and Council Members:

Attached is Change Order No. 8 for the above-mentioned project. This change order provides for a deduction in the asphalt cost of approximately \$1,797.83 towards the City share of the project.

We would recommend that Change Order No. 8 be approved.

Very truly yours,

Jeffrey P. Ballmer
Director of Public Service
tid

Enc.

Change Order

Project Year	Project Sequence	Change Order Number	County/Route/Section	Contract Number	Federal Number	Federal Accept Type
10	0173	8	LUC SR-184 000.27		DOT2 E090 0 000 197	

I hereby agree to the Contract changes set forth in this Change Order and release the Department from any further obligation for compensation for any known or suspected substantive direct and indirect costs incurred except as mutually agreed and described in the Explanation of Necessity.

Execution of this Change Order does not invalidate any provisions of the Contract nor release the Surety from any of the terms or conditions stated therein.

GERKEN PAVING INC
(Contractor)

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By Contractor **Date** **Recommended by** **Date**

--	--

Title

Title

--	--	--

Approved by **Date**

--

Title

--	--	--

Approved by (Local Agency) **Date**

10-0173,8

Questions	Yes	No
Is this change order funded by a Central Office program?		X
If so, is this change order above the specified threshold amount for that program?		
If so, has this change order been approved by the Program Manager?		

Attach copy of written concurrence.

Part Code	Federal SAC	Federal %	State SAC	State %	Local SAC	Local %	State Job Number	Federal Project Number	Federal Work Type	Local Acceptance
1	4PF7	50			4BG7	Y	426814	DOT2 E090 0 000 197	05	Y
3	4PF7	80	4PS7	20		N	426814	DOT1 E090 0 000 197	05	N

Reference Number	Extra Work Number	Part Code	Explanation of Necessity
28	0	1	THIS CHANGE ORDER PROVIDES FOR DEDUCTION IN ACCORDANCE WITH THE ATTACHED CORE DENSITY RESULTS PER ITEM 446 OF THE C & MS.
28	0	3	THIS CHANGE ORDER PROVIDES FOR DEDUCTION IN ACCORDANCE WITH THE ATTACHED CORE DENSITY RESULTS PER ITEM 446 OF THE C & MS.
GENERAL			
Change Order Reason Code(s)		Change Order Description(s)	
27		446 DENSITY ADJ	

Bituminous Price Adjustment

Project: 173(10) **Year Placed:** 2010 **Date:** 1/6/2011

Reference# 29 **Part Code** 1 **Description** 19mm

JMF# W 100440 **A/B** (A) 3.8 % Bituminous

	P/G	1	58-28	4	70-22M
Factor <u>2.034</u>	Types	2	64-22	(5)	76-22M
		3	64-28	Pay Factor	Yes or No <u>(446)</u>

Date Placed	Tons		Date Placed	Tons
Aug-10	656.830	/ 1		
Aug-10	622.010	/ 2		
Aug-10	89.200	/ 2		
Sep-10	491.970	/ 3		
Sep-10	543.380	/ 4		
Sep-10	435.580	/ 5		
Total Reference by JMF Tons		2838.970	Total Reference by JMF Cubic 1395.757	

Reference# 29 **Part Code** 3 **Description** 19mm

JMF# W 100440 **A/B** (A) 3.8 % Bituminous

	P/G	1	58-28	4	70-22M
Factor <u>2.034</u>	Types	2	64-22	(5)	76-22M
		3	64-28	Pay Factor	Yes or No <u>(446)</u>

Date Placed	Tons		Date Placed	Tons
Aug-10	455.410	/ 1		
Aug-10	516.010	/ 2		
Aug-10	61.980	/ 2		
Sep-10	1022.500	/ 4		
Total Reference by JMF Tons		2055.900	Total Reference by JMF Cubic 1010.767	

Reference# _____ **Part Code** _____ **Description** _____

JMF# B _____ **A/B** _____ _____ % Bituminous

	P/G	1	58-28	4	70-22M
Factor _____	Types	2	64-22	5	76-22M
		3	64-28	Pay Factor	Yes or No

Date Placed	Tons		Date Placed	Tons
Total Reference by JMF Tons		0.000	Total Reference by JMF Cubic	

CMTAR036

ODOT CONSTRUCTION MANAGEMENT SYSTEM
BC 446 REPORT WITH PAY FACTORS

01/06/11 15:01
PAGE: 1

Proj: 10-0173 Cnty: LUC Rte: SR 184 Sect: 000.27 PE/PS: SHNN P1 Dist: 02
JMF: W100680 Starting Lot: Ending Lot:

2,010

LOT/ DAY	SAMPLE ID	SAMPLE DATE	DENSITY	PAY FACTOR	Represented Qty (TONS)
1	01022982-01	09/16/10	93.2	1.00	951.770
2	01023405-01	09/18/10	94.0	1.00	1,031.610
3	01023535-01	09/20/10	94.3	1.04	1,040.690
4	01023898-01	09/21/10	94.7	1.04	1,136.020
TOTAL:					4,160.090

1082,94 CY

21010
2176,71 TON

1,272,42 TON
904,29 TON

633,04 CY

449,90 CY

1,082,94 X 0.04 X 142.00 = 6,151.10

LEP
1-7-2011

633.04 X 0.04 X 142.00 = 3,595.67

449.90 X 0.04 X 142.00 =

6,151.10

LEP
1-11-11

CMTAR036

ODOT CONSTRUCTION MANAGEMENT SYSTEM
BC 446 REPORT WITH PAY FACTORS

01/06/11 16:00
PAGE: 1

Proj: 10-0173 Cnty: LUC Rte: SR 184 Sect: 000.27 PE/PS: SENN P1 Dist: 02

JMF: W100440 Starting Lot: Ending Lot:

LOT/ DAY	SAMPLE ID	SAMPLE DATE	DENSITY	PAY FACTOR	Represented Qty (TONS)
2	01018690-01	08/20/10	95.0	1.00	1,289.200
3	01022448-01	09/13/10	94.0	1.00	491.970
4	01022832-01	09/14/10	95.9	1.00	1,565.880
5	01022844-01	09/15/10	95.4	1.00	435.000
Total:					3,782.050
TOTAL:		PAY FACTOR	CONVERTED QTY (CU YD)	Represented Qty (TONS)	
		1.00	1,859.415	3,782.050	

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

DENSITY TEST

R E P O R T

Sample Id: 01018541 02	Proj/Item/Ref: 10 0173 442E10101 29
Sample Date: 08/17/10 PID Nbr: 85285	Cnty/Rt/Sect: LUC SR 18 000.27
Matl Name: SUPERPAVE 19MM	Fed Aid Nbr: DOT2-E090-0-000-197
P/S Name: GERKEN MATERIALS	Inspector Name: SOPHER
Rep Qty: 1112.240 TON	Consign To:
Sampled From: 10 0173 LOT 1	Mfg Control Nbr: W100440

JMF: W100440 Lot/Day: 01 Rep Qty: 1112.240
 Test Spec Year: 04 Non Standard (Y/N): N

								Corr	
Core Joint	Distance	Thickness	Weight	Sat Surf	Weight	Bulk			
Nbr	CrInd	Station	& Lane	In Inches	In Air	Dry Wt	In Water	SP	GR Dnsty
01	6+45	1.7RT		1.639	781.30	784.90	453.90	2.360	94.5
02	20+37	6.2RT		1.891	904.60	908.80	523.20	2.346	93.9
03	22+36	2.7RT		1.827	879.70	883.30	516.40	2.398	96.0
04	24+68	8.1RT		1.894	922.70	925.90	539.80	2.390	95.7
05	40+77	1.3RT		1.626	798.90	802.50	466.60	2.378	95.2
06	48+39	5.5RT		1.783	871.00	873.40	510.20	2.398	96.0
07	56+19	2.9RT		1.786	867.90	871.10	504.70	2.369	94.8
08	66+13	5.5RT		1.892	928.10	930.60	541.50	2.385	95.5
09	74+26	2.9RT		1.839	889.10	891.70	516.00	2.367	94.8
10	86+03	4.5RT		1.597	775.70	780.20	448.80	2.341	93.7

Test Water Temp C: 25	Avg Bulk SP GR: 2.373
Max Theo SP GR: 2.498	Corrected Avg Bulk SP GR: 2.373
Avg % Density: 95.0	Pay Factor: 1.00

Test Remarks:

PO Number/Reference:	
Requisition Number:	
Waiver Number:	Signature:
Invitation Number:	Date:

6 b

ORDINANCE NO. 15 -2011

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE CHANGE ORDER NO. 8 TO THIS CITY'S AGREEMENT WITH GERKEN PAVING, INC. FOR THE SR 184 (ALEXIS ROAD) IMPROVEMENT PROJECT WHICH REFLECTS AS-BUILT QUANTITIES TO REMOVE AND REPAIR A PORTION OF THE INTERSECTION OF ALEXIS AND ROBERTS ROAD; DECREASING THE CITY'S PORTION OF THE CONTRACT AMOUNT BY \$1,797.83; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 17-2010, passed March 1, 2010, authorized the Mayor and Director of Finance to enter into a Contract, on behalf of the City of Sylvania, with the Ohio Department of Transportation for the improvement of State Route 184 (Alexis Road) and appropriated Four Hundred Fifty-Four Thousand Four Hundred Eighty Dollars (\$454,480.00) for said improvements; and,

WHEREAS, Ordinance No. 45-2010, passed May 3, 2010, authorized the Mayor and Director of Finance to approve an additional expenditure for the Alexis Road Improvement Project in the amount of \$9,630 for the installation of video detection units; and,

WHEREAS, Ordinance No. 67-2010, passed July 19, 2010, authorized the Mayor and Director of Finance to approve an additional expenditure for the Alexis Road Improvement Project in the amount of \$68,413.76 to reconstruct 23 catch basins along Alexis Road; and,

WHEREAS, Ordinance No. 92-2010, passed October 4, 2010, authorized the Mayor and Director of Finance to approve Change Order Nos. 1 and 2 of Gerken Paving for said State Route 184 (Alexis Road) Improvement Project to reflect the as-built quantities to remove and repair a portion of the intersection of Alexis Road and Roberts Road all in Sylvania Township, which resulted in no additional cost to the City of Sylvania; and,

WHEREAS, the Director of Public Service, by report dated February 28, 2011, has recommended approval of Change Order No. 8 of Gerken Paving for said State Route 184 (Alexis Road) Improvement Project which provides for a reduction in the asphalt cost of approximately \$1,797.83 towards the City's share of the project.

NOW THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That said Change Order No. 8, providing for a reduction in the asphalt cost of approximately \$1,797.83 towards the City's share of the project be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said change order on behalf of this City, thereby indicating such approval.

SECTION 2. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the adjustments in the contract for said additional improvements should be approved immediately so as not to delay the project completion. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

ORDINANCE NO. 16 -2011

AUTHORIZING A LEASE BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, OF A PORTION OF THE WATER TOWER WITHIN BURNHAM PARK AND ADDITIONAL LAND IN BURNHAM PARK, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, OPERATING, ALTERING, INSPECTING AND REMOVING COMMUNICATIONS FIXTURES, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF THE PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania acquired and is the owner of the real estate at Burnham Park, located in the City of Sylvania, Ohio; and,

WHEREAS, Ordinance No. 176-97, passed December 15, 1997, authorized a Lease Between the City of Sylvania, as Lessor, and Sprint Spectrum L.P., a Delaware Corporation, as Lessee, of the Water Tower within Burnham Park and Additional Land in Burnham Park, for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting and removing equipment, and,

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, has proposed to lease at Burnham Park, space on the water tower and additional land to construct a radio equipment shelter and fencing around the building, located in the City of Sylvania, Ohio, for the initial term of sixty (60) months with four additional sixty (60) month lease terms under financial terms set forth in said lease, with rental for the initial term to be One Hundred Eighty-

Three Thousand Eight Hundred Seventy-Five Dollars (\$183,875.00); and,

WHEREAS, a copy of said lease is attached hereto as "Exhibit A" and made a part hereof.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the City of Sylvania owns the water tower and adjacent land at Burnham Park and attached additional land located in the City of Sylvania, Ohio which is hereby determined not to be needed for municipal purposes.

SECTION 2. That the municipal property described in Section 1 hereof is hereby authorized to be leased by the City of Sylvania as Lessor, to New Cingular Wireless, PCS, LLC, a Delaware Limited Liability Company, as Lessee, for the initial term of sixty (60) months with four additional sixty (60) month lease terms under financial terms set forth in said lease, with rental for the initial term to be at One Hundred Eighty-Three Thousand Eight Hundred Seventy-Five Dollars (\$183,875.00), with the rent payable on the first day of each month in advance and with the lease containing other customary provisions for such a lease as are approved by the Director of Law. A copy of said lease is attached hereto as "Exhibit A", and made a part hereof.

SECTION 3. That the Mayor and Director of Finance be, and they hereby are, authorized to enter into a lease on behalf of the City of Sylvania, Ohio, as Lessor, as authorized in Section 2 hereof for the property described in Section 1 hereof.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Sections 11 and 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the providing of improved communications technology to our citizens enhances the development and growth of the City of Sylvania. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

Market: NOH/WPA
Cell Site Number: OH15986
Cell Site Name: Sylvania-Monroe & Eric
Fixed Asset Number: 10146861

OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by and between the City of Sylvania, Ohio, an Ohio municipal corporation, having a mailing address of 6730 Monroe St., Sylvania, OH 43560, (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a structure (the "Water Tower"), together with all rights and privileges arising in connection therewith, located at 6940 Maplewood Avenue, in the City of Sylvania, in the County of Lucas, State of Ohio (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of: (i) approximately five hundred ten (510) square feet of ground space for the placement of Tenant's radio cabinets plus the airspace above such spaces; and

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the "**Equipment Space**"); and

(iii) that certain space on the Water Tower, as generally depicted on **Exhibit 1** annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas and related equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "**Connections**"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connections are hereinafter collectively referred to as the "**Premises.**"

(b) During the Option Term (as defined below), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits,

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approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Five Hundred and No/100 Dollars (\$500.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of six (6) months, commencing on the Effective Date (the "**Option Term**").

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's Affiliate or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option Term, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes (without limitation) the remainder of the Water Tower) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or

cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at the Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term increased by seven percent (7%) over the Rent paid during the prior Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Two Thousand Eight Hundred Fifty-Four and No/100 Dollars (\$2,854.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. See Rent Schedule, Exhibit 2, attached.

(b) In year two (2) of the Initial Term, and in every year throughout the Term, monthly Rent will increase by three percent (3%) over the monthly Rent paid during the previous year. See Rent Schedule, Exhibit 2, attached.

I All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Ten'nt's ability to use the Premises is contingent upon the suitability of the Premises for Ten'nt's Permitted Use and Ten'nt's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Ten'nt's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlor(c)

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable

(c) by Tenant upon written notice to Landlord for any reason at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(a), 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 24(j) of this Agreement.

7. INSURANCE.

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability insurance (CGL) with respect to its activities on the Property, such insurance to afford minimum protection of Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) In the event Landlord desires to have any additional wireless communication providers ("Other Users") lease space on the Property or the Water Tower, Landlord shall notify Tenant, and Landlord shall comply with the provisions of this Section. In the event any Other User requests that Landlord construct and/or permit an additional platform on the Water Tower that will accommodate Tenant and Other Users, Tenant shall not object to being relocated on such new platform, provided that:

- (i) Such relocation occurs at no expense to Tenant;
 - (ii) Any Other User shall not cause interference with Tenant operations or rights hereunder;
 - (iii) Any such new platform, and/or Tenant's placement thereon, shall be in the same location on the Water Tower as Tenant's initial location;
 - (iv) Tenant's ongoing ability to provide service to its customers shall not be disturbed in any manner by and/or during such relocation to a new platform; and
 - (v) Tenant, reserves the right to approve, in writing, any and all parties who may, in any manner, come in contact with its Communication Facility during such relocation to a new platform, but such approval shall not be unreasonably withheld by Tint.
- (c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Water Tower; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and

industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party; or (iii) such party's breach of its obligations or representations under this section.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant as shown on **Exhibit 1**. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damage'. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant'. Upon Tenant's request, Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as **Exhibit 12** attached hereto.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property'and, at Tenant's option, may be removed by Tenant at any time during the Term, except for the fencing, which shall remain and become the property of the Landlord when the Tenant removes the remainder of Tenant's Communication Facility. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and

remain the property of the Tenant and may be removed by Tenant at any time during the Term, except for the fencing which shall remain and become the property of the Landlord. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Water Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty (30) days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. **NOTICES.**

(a.) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # OH5986; Cell Site Name: Sylvania-Monroe & Erie (OH)
Fixed Asset No: 10146861
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: OH5986; Cell Site Name: Sylvania-Monroe & Erie (OH)
Fixed Asset No: 10146861
15 East Midland Ave.
Paramus, NJ 07652

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Sylvania
6730 Monroe St.
Sylvania, OH 43560
Attn: Scott S. Smith, Director of Finance

With a copy to: James E. Moan, Director of Law
4930 Holland-Sylvania Rd.
Sylvania, OH 43560

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any pre-tenant on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by fire or other casualty or harm so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any pre-tenant on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Water Tower or Communication Facility, as applicable, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements. If Landlord fails to provide such notice, Landlord shall be responsible for all increases in taxes for the year covered by the assessment and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above. (

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22, to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the

monitoring and for maintaining the Alarm in good operating condition as required by any and all Legal Requirements. Tenant shall, at its own expense, be responsible for the maintenance and repair of its bridge.

(c) Nothing contained herein shall obligate Tenant to maintain Landlord's Alarm and Landlord acknowledges that it, and not Tenant, shall be solely liable and responsible for compliance with all such antenna structure marking and lighting requirements. Furthermore, should Tenant be cited by any agency with regulatory authority over the Structure because the Structure is not in compliance, Tenant may terminate this Agreement immediately upon written notice to Landlord.

(d) If for any reason, Landlord fails to maintain any required marking and/or lighting on the Structure, and Tenant has reason to believe that the Structure is not in compliance with the applicable regulations, Landlord acknowledges and agrees that Tenant may (i) notify Landlord, any Landlord site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to ensure that the Structure is brought into compliance and deduct the cost of such corrective action from any monies due to Landlord from Tenant.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

The City of Sylvania, OH
an Ohio municipal corporation



By: _____
Print Name: Craig A. Stough
Its: Mayor
Date: _____

By: _____
Print Name: Scott S. Smith
Its: Director of Finance
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Thomas Proctor
Its: Real Estate & Construction Manager
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2011, before me personally appeared Thomas Proctor, and acknowledged under oath that he is the Real Estate & Construction Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

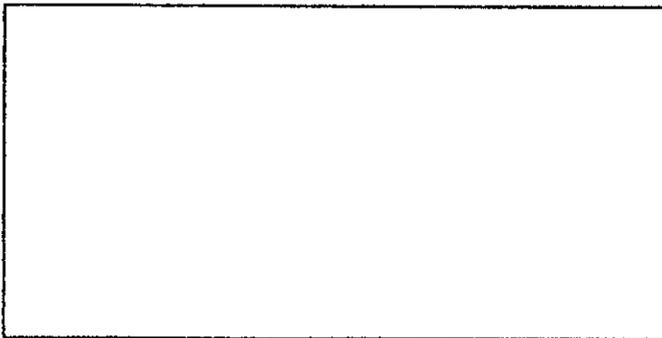
Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF OHIO)
) ss.
COUNTY OF LUCAS)

I certify that I know or have satisfactory evidence that Craig A. Stough and Scott S. Smith are the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and Director of Finance, respectively, of the City of Sylvania, an Ohio municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____



EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

to the Agreement dated _____, 2011, by and between The City of Sylvania, OH, an Ohio municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company as Tenant.

The Premises are described and/or depicted as follows:

SEE ATTACHED DEED, SURVEY W/LEGAL DESCRIPTIONS AND CDS

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

8-10-07

Ontario Structures Lease

280

W. H. H. H.

3/13

Know all Men by these Presents,

That I, *Cedelia J. Burnham* of *Sylvania Lucas County Ohio*

in consideration of *W. H. H. H. and other valuable considerations*
to *me* paid by *The Village of Sylvania Lucas County Ohio*

the receipt whereof is hereby acknowledged, do hereby *W. H. H. H.* bargain, Sell and Convey to the said *The Village of Sylvania Lucas County Ohio*

and assign forever, the following Real Estate, viz: Lots numbered twenty-one (21) twenty-two (22) twenty-three (23) twenty-four (24) twenty-five (25) twenty-six (26) twenty-seven (27) twenty-eight (28) twenty-nine (29) and thirty (30) all situated in Burnham's Addition to the Village of Sylvania Lucas County Ohio. Said premises to be used for park and other purposes and no spirituous or mixed liquor shall ever be sold upon the premises.

PROJECT INFORMATION

THE DRAWING, SPECIFICATIONS AND CONTRACT TO BE PREPARED UNDER THIS PROJECT ARE THE PROPERTY OF AT&T MOBILITY. NO PART OF THIS PROJECT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AT&T MOBILITY. ANY REPRODUCTION OR TRANSMISSION OF THIS PROJECT WITHOUT THE WRITTEN PERMISSION OF AT&T MOBILITY IS STRICTLY PROHIBITED. ANY REPRODUCTION OR TRANSMISSION OF THIS PROJECT WITHOUT THE WRITTEN PERMISSION OF AT&T MOBILITY IS STRICTLY PROHIBITED. ANY REPRODUCTION OR TRANSMISSION OF THIS PROJECT WITHOUT THE WRITTEN PERMISSION OF AT&T MOBILITY IS STRICTLY PROHIBITED.

DATE: 08/11/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT NO.: [Number]

DRAWING INDEX

REV	TITLE SHEET
B	OVERALL SITE PLAN
A	DETAILED SITE PLAN & GENERAL NOTES
A	TOWER ELEVATION AND ANTENNA PLAN
A	FOUNDATION PLAN, DETAILS & NOTES
A	FOUNDATION DETAILS & NOTES
A	SHEDDER ELEVATIONS
A	PERMITS DETAILS
A	PERMITS & UTILITY PLAN, DETAILS & NOTES
A	GROUNDING DETAILS & NOTES
A	GROUNDING DETAILS & NOTES
A	ONE-LINE DIAGRAM & ELECTRICAL NOTES
A	METER PEDestal & ELECTRICAL DETAILS
A	REFERENCE DETAILS
A	REFERENCE DETAILS
A	CONSTRUCTION NOTES
A	STRUCTURAL DETAILS

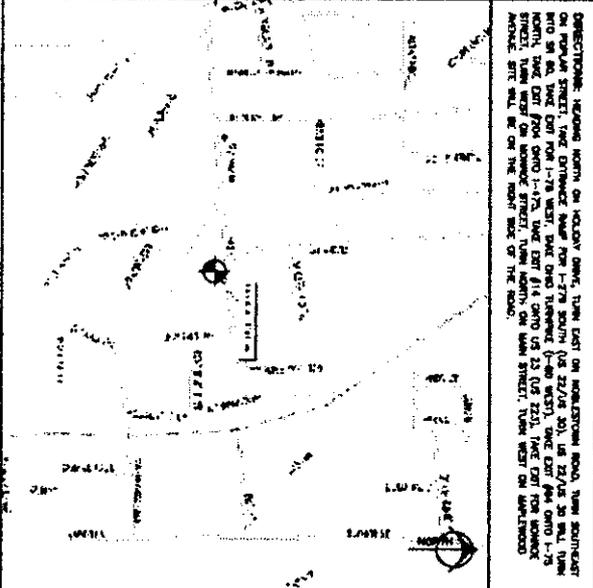
NOTES

NOTE:
 THIS PLAN SET IS A ONE HALF
 SCALE SET REPRODUCED FROM
 22"x34" PRINTS.



SITE NUMBER: OH5986
SITE NAME: BURRHAM PARK WT

VICINITY MAP



APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND STANDARDS. THE LOCAL AUTHORITY HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS. THE STATE OF OHIO HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS. THE FEDERAL GOVERNMENT HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND STANDARDS. THE LOCAL AUTHORITY HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS. THE STATE OF OHIO HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS. THE FEDERAL GOVERNMENT HAS ADOPTED THE 2006 INTERNATIONAL BUILDING CODE (IBC) WITH THE 2006 AMENDMENTS.

A/E DOCUMENT REVIEW STATUS

STATUS	DATE
1	Accepted - With or no comments construction may proceed
2	NOT Accepted - Review comments and Resubmit

Acceptance does not constitute approval of design details, calculations and plans, test methods or materials developed or selected by the subcontractor and does not relieve the subcontractor from its contractual obligations.

By: _____ Date: _____

AT&T MOBILITY APPROVAL

Real Estate: _____ Date: _____
 RF: _____ Date: _____
 Operation: _____ Date: _____

BLACK & VEATCH
 750 HOLIDAY DRIVE
 PITTSBURGH, PA 15220

CPD ASSOCIATES
 1300 WEST 10TH STREET, SUITE 201
 PITTSBURGH, PA 15220

OH5986
 BURRHAM PARK WT
 6940 MAPLEWOOD AVENUE
 SYLVANIA, OHIO 43080

AT&T Mobility
 TITLE SHEET
 OH5986-01

SURVEYOR'S NOTE

THE FOREST PROJECT SURVEY OF THE FORESTED & UNIMPROVED TRACT BEING SURVEYED AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT WAS OBTAINED BY SURVEY OF OCTOBER 1, 1910.

ELEVATION DATA

ALL ELEVATIONS ARE BASED ON BENCH MARK CENTERED AND ESTABLISHED AT 112 METERS.

ZONING DATA

ACCORDING TO THE CITY OF SYRACUSE ZONING LAW, THE ZONING DISTRICT FOR THIS TRACT IS R-1.

FLOOD PLAIN INFORMATION

THE FLOOD PLAIN INFORMATION FOR THIS TRACT WAS OBTAINED FROM THE FEDERAL GOVERNMENT AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT.

BASIS OF BEARINGS

ALL BEARINGS AND DISTANCES OF THE FORESTED TRACT AND THE UNIMPROVED TRACT BEING SURVEYED AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT.

PROPRIETOR

CITY OF SYRACUSE

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

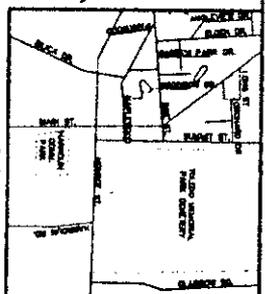
THE FORESTED TRACT AND THE UNIMPROVED TRACT BEING SURVEYED AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT.

NOT INCLUDING PROVIDED

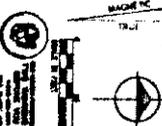
**CHS5986
BURNHAM PARK WT**

LEGAL DESCRIPTION
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GARDEN PARK DR.

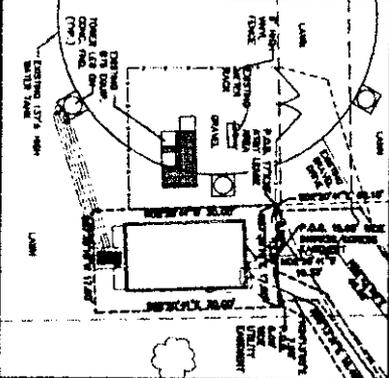


**MORNING MAP
N.T.S.**



LEGEND
A - ALL
B - ALL BUT ADJACENT
C - ALL BUT ADJACENT
D - ALL BUT ADJACENT
E - ALL BUT ADJACENT
F - ALL BUT ADJACENT
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Y - ALL BUT ADJACENT
Z - ALL BUT ADJACENT

LEASE AREA DETAIL



LEGAL DESCRIPTION

THE FORESTED TRACT BEING SURVEYED AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT.

LEGAL DESCRIPTION

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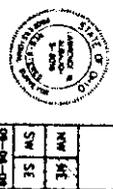
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THE FORESTED TRACT BEING SURVEYED AND IS APPROXIMATELY THE INFORMATION SHOWN FOR THIS TRACT.



**CHS5986
BURNHAM PARK WT**

PERSON	DESIGNATION	DATE

Williams & Works



**CHS5986
BURNHAM PARK WT**

**CHS5986
BURNHAM PARK WT**

LS1



BLACK & VEATCH
 750 N. OLIVE DRIVE
 SUITE 500
 PITTSBURGH, PA 15220



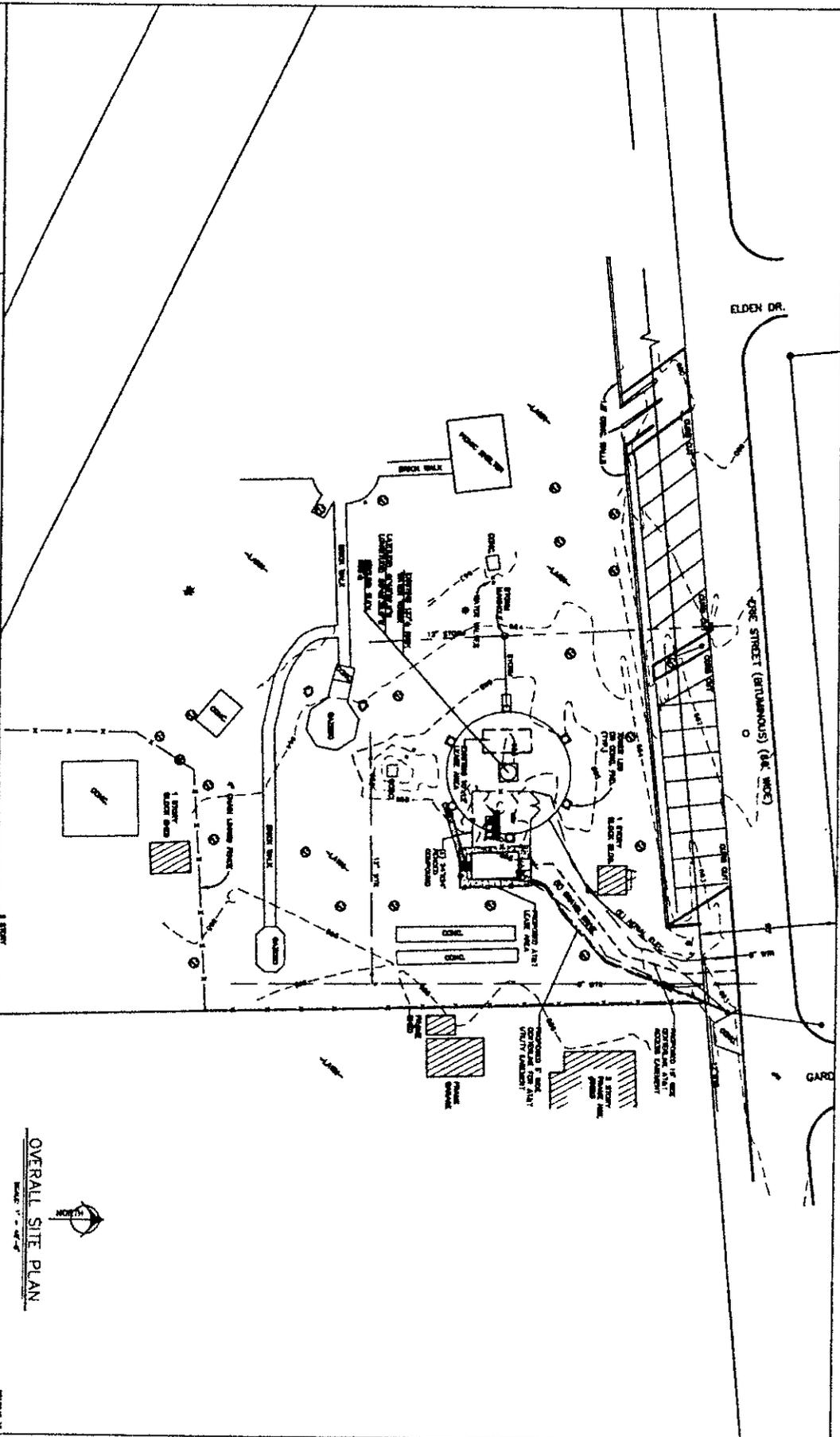
CPD ASSOCIATES
 CIVIL & ENVIRONMENTAL ENGINEERING & CONSTRUCTION INC.
 123 South Main Street, Suite 201, Akron, OH 44311
 206.734.3100, Fax 206.734.3101

OH5886
 BUSHNHAM PARK WT
 6840 MAPLEWOOD AVENUE
 SYLVANIA, OHIO 43060

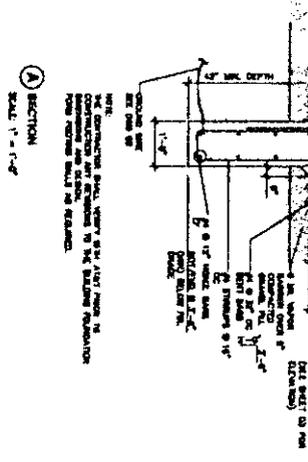
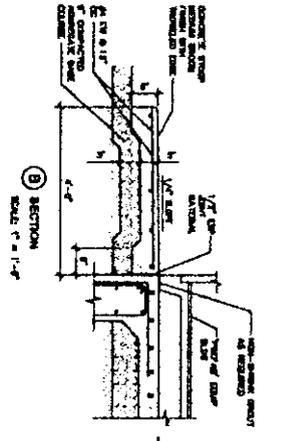
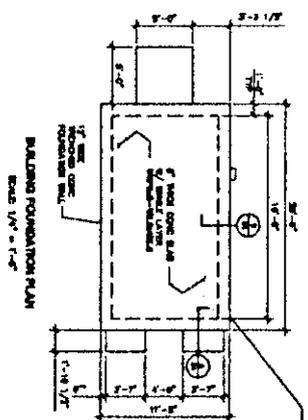
NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
2	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
3	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
4	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
5	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
6	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
7	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
8	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
9	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...
10	11/20/03	ISSUED FOR PERMITS AND CONSTRUCTION	...	...



AT&T Mobility
 PROJECT TITLE: BUSHNHAM PARK WT
 SHEET NO.: OH-5886-02



OVERALL SITE PLAN



FOUNDATION NOTES:

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:
 - A. ACI 318M-05
 - B. ACI 308R-02
 - C. ACI 309R-02
 - D. ACI 305.2-08
 - E. ACI 308.7R-02
 - F. ACI 308.1R-02
 - G. ACI 308.3R-02
 - H. ACI 308.4R-02
 - I. ACI 308.5R-02
 - J. ACI 308.6R-02
 - K. ACI 308.8R-02
 - L. ACI 308.9R-02
 - M. ACI 308.10R-02
 - N. ACI 308.11R-02
 - O. ACI 308.12R-02
 - P. ACI 308.13R-02
 - Q. ACI 308.14R-02
 - R. ACI 308.15R-02
 - S. ACI 308.16R-02
 - T. ACI 308.17R-02
 - U. ACI 308.18R-02
 - V. ACI 308.19R-02
 - W. ACI 308.20R-02
 - X. ACI 308.21R-02
 - Y. ACI 308.22R-02
 - Z. ACI 308.23R-02
 - AA. ACI 308.24R-02
 - AB. ACI 308.25R-02
 - AC. ACI 308.26R-02
 - AD. ACI 308.27R-02
 - AE. ACI 308.28R-02
 - AF. ACI 308.29R-02
 - AG. ACI 308.30R-02
 - AH. ACI 308.31R-02
 - AI. ACI 308.32R-02
 - AJ. ACI 308.33R-02
 - AK. ACI 308.34R-02
 - AL. ACI 308.35R-02
 - AM. ACI 308.36R-02
 - AN. ACI 308.37R-02
 - AO. ACI 308.38R-02
 - AP. ACI 308.39R-02
 - AQ. ACI 308.40R-02
 - AR. ACI 308.41R-02
 - AS. ACI 308.42R-02
 - AT. ACI 308.43R-02
 - AU. ACI 308.44R-02
 - AV. ACI 308.45R-02
 - AW. ACI 308.46R-02
 - AX. ACI 308.47R-02
 - AY. ACI 308.48R-02
 - AZ. ACI 308.49R-02
 - BA. ACI 308.50R-02
 - BB. ACI 308.51R-02
 - BC. ACI 308.52R-02
 - BD. ACI 308.53R-02
 - BE. ACI 308.54R-02
 - BF. ACI 308.55R-02
 - BG. ACI 308.56R-02
 - BH. ACI 308.57R-02
 - BI. ACI 308.58R-02
 - BJ. ACI 308.59R-02
 - BK. ACI 308.60R-02
 - BL. ACI 308.61R-02
 - BM. ACI 308.62R-02
 - BN. ACI 308.63R-02
 - BO. ACI 308.64R-02
 - BP. ACI 308.65R-02
 - BQ. ACI 308.66R-02
 - BR. ACI 308.67R-02
 - BS. ACI 308.68R-02
 - BT. ACI 308.69R-02
 - BU. ACI 308.70R-02
 - BV. ACI 308.71R-02
 - BW. ACI 308.72R-02
 - BX. ACI 308.73R-02
 - BY. ACI 308.74R-02
 - BZ. ACI 308.75R-02
 - CA. ACI 308.76R-02
 - CB. ACI 308.77R-02
 - CC. ACI 308.78R-02
 - CD. ACI 308.79R-02
 - CE. ACI 308.80R-02
 - CF. ACI 308.81R-02
 - CG. ACI 308.82R-02
 - CH. ACI 308.83R-02
 - CI. ACI 308.84R-02
 - CJ. ACI 308.85R-02
 - CK. ACI 308.86R-02
 - CL. ACI 308.87R-02
 - CM. ACI 308.88R-02
 - CN. ACI 308.89R-02
 - CO. ACI 308.90R-02
 - CP. ACI 308.91R-02
 - CQ. ACI 308.92R-02
 - CR. ACI 308.93R-02
 - CS. ACI 308.94R-02
 - CT. ACI 308.95R-02
 - CU. ACI 308.96R-02
 - CV. ACI 308.97R-02
 - CV. ACI 308.98R-02
 - CV. ACI 308.99R-02
 - CV. ACI 309.00R-02
- 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:
 - A. ACI 318M-05
 - B. ACI 308R-02
 - C. ACI 309R-02
 - D. ACI 305.2-08
 - E. ACI 308.7R-02
 - F. ACI 308.1R-02
 - G. ACI 308.3R-02
 - H. ACI 308.4R-02
 - I. ACI 308.5R-02
 - J. ACI 308.6R-02
 - K. ACI 308.8R-02
 - L. ACI 308.9R-02
 - M. ACI 308.10R-02
 - N. ACI 308.11R-02
 - O. ACI 308.12R-02
 - P. ACI 308.13R-02
 - Q. ACI 308.14R-02
 - R. ACI 308.15R-02
 - S. ACI 308.16R-02
 - T. ACI 308.17R-02
 - U. ACI 308.18R-02
 - V. ACI 308.19R-02
 - W. ACI 308.20R-02
 - X. ACI 308.21R-02
 - Y. ACI 308.22R-02
 - Z. ACI 308.23R-02
 - AA. ACI 308.24R-02
 - AB. ACI 308.25R-02
 - AC. ACI 308.26R-02
 - AD. ACI 308.27R-02
 - AE. ACI 308.28R-02
 - AF. ACI 308.29R-02
 - AG. ACI 308.30R-02
 - AH. ACI 308.31R-02
 - AI. ACI 308.32R-02
 - AJ. ACI 308.33R-02
 - AK. ACI 308.34R-02
 - AL. ACI 308.35R-02
 - AM. ACI 308.36R-02
 - AN. ACI 308.37R-02
 - AO. ACI 308.38R-02
 - AP. ACI 308.39R-02
 - AQ. ACI 308.40R-02
 - AR. ACI 308.41R-02
 - AS. ACI 308.42R-02
 - AT. ACI 308.43R-02
 - AU. ACI 308.44R-02
 - AV. ACI 308.45R-02
 - AW. ACI 308.46R-02
 - AX. ACI 308.47R-02
 - AY. ACI 308.48R-02
 - AZ. ACI 308.49R-02
 - BA. ACI 308.50R-02
 - BB. ACI 308.51R-02
 - BC. ACI 308.52R-02
 - BD. ACI 308.53R-02
 - BE. ACI 308.54R-02
 - BF. ACI 308.55R-02
 - BG. ACI 308.56R-02
 - BH. ACI 308.57R-02
 - BI. ACI 308.58R-02
 - BJ. ACI 308.59R-02
 - BK. ACI 308.60R-02
 - BL. ACI 308.61R-02
 - BM. ACI 308.62R-02
 - BN. ACI 308.63R-02
 - BO. ACI 308.64R-02
 - BP. ACI 308.65R-02
 - BQ. ACI 308.66R-02
 - BR. ACI 308.67R-02
 - BS. ACI 308.68R-02
 - BT. ACI 308.69R-02
 - BU. ACI 308.70R-02
 - BV. ACI 308.71R-02
 - BW. ACI 308.72R-02
 - BX. ACI 308.73R-02
 - BY. ACI 308.74R-02
 - BZ. ACI 308.75R-02
 - CA. ACI 308.76R-02
 - CB. ACI 308.77R-02
 - CC. ACI 308.78R-02
 - CD. ACI 308.79R-02
 - CE. ACI 308.80R-02
 - CF. ACI 308.81R-02
 - CG. ACI 308.82R-02
 - CH. ACI 308.83R-02
 - CI. ACI 308.84R-02
 - CJ. ACI 308.85R-02
 - CK. ACI 308.86R-02
 - CL. ACI 308.87R-02
 - CM. ACI 308.88R-02
 - CN. ACI 308.89R-02
 - CO. ACI 308.90R-02
 - CP. ACI 308.91R-02
 - CQ. ACI 308.92R-02
 - CR. ACI 308.93R-02
 - CS. ACI 308.94R-02
 - CT. ACI 308.95R-02
 - CU. ACI 308.96R-02
 - CV. ACI 308.97R-02
 - CV. ACI 308.98R-02
 - CV. ACI 308.99R-02
 - CV. ACI 309.00R-02

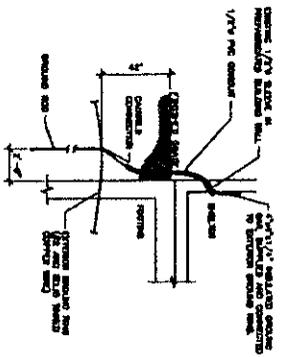
BLACK & VEATCH
750 UNIVERSITY DRIVE
SUITE 500
PITTSBURGH, PA 15220

GPD ASSOCIATES
120 EAST MAIN STREET, SUITE 201
PITTSBURGH, PA 15202

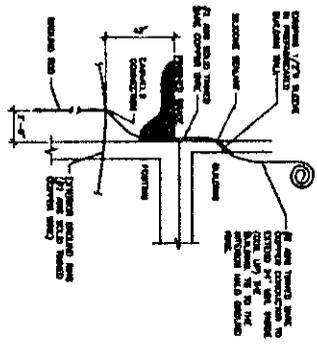
BURNHAM PARK WT
6840 MAPLEWOOD AVENUE
SYLVANIA, OHIO 43060

NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/17/05	ISSUE FOR PERMITS AND BIDDING	...	...
2
3
4
5
6
7
8
9
10

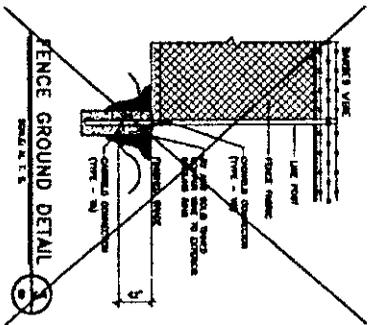
AT&T Mobility
COMMUNICATIONS SERVICES AND SUPPORT
OHIO-0966-008



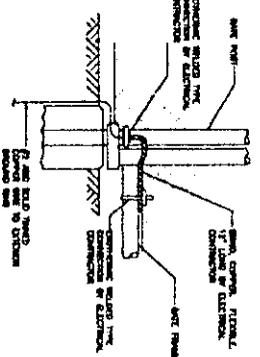
TELCO GROUND DETAIL
SCALE: N.T.S.



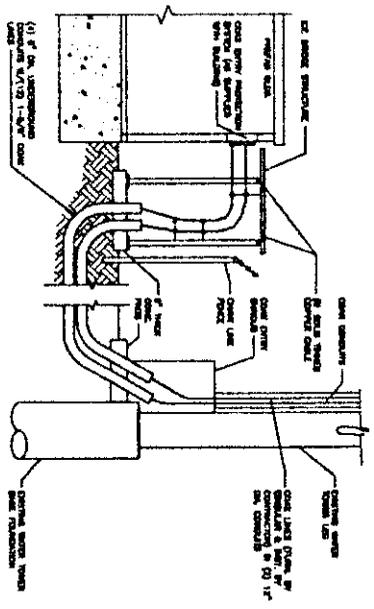
BUILDING GROUND DETAIL
SCALE: N.T.S.



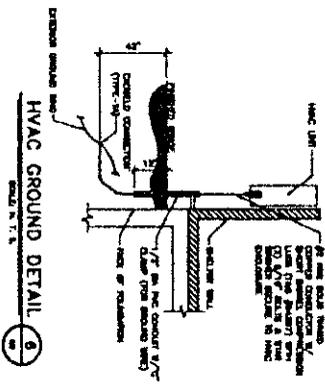
FENCE GROUND DETAIL
SCALE: N.T.S.



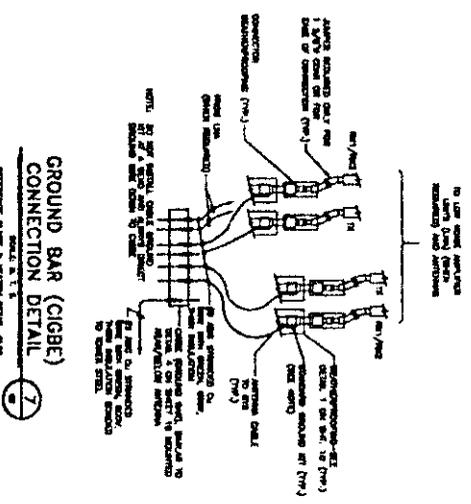
GATE GROUND DETAIL
SCALE: N.T.S.



UNDERGROUND COAX/CONDUIT DETAIL
SCALE: N.T.S.



HVAC GROUND DETAIL
SCALE: N.T.S.



GROUND BAR (CIGBE) CONNECTION DETAIL
SCALE: N.T.S.

BLACK & VEATCH
750 HOLIDAY DRIVE
SUITE 500
PITTSBURGH, PA 15220

CPD ASSOCIATES
150 BROADWAY SUITE 200
NEW YORK, NY 10038

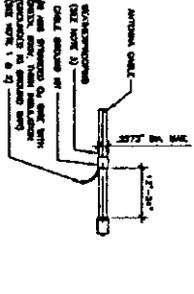
BURNHAM PARK WT
6940 MAPLEWOOD AVENUE
STYLVANIA, OHIO 43084

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	08/11/09	JL	MS
2	ISSUED FOR CONSTRUCTION	08/11/09	JL	MS
3	ISSUED FOR CONSTRUCTION	08/11/09	JL	MS
4	ISSUED FOR CONSTRUCTION	08/11/09	JL	MS



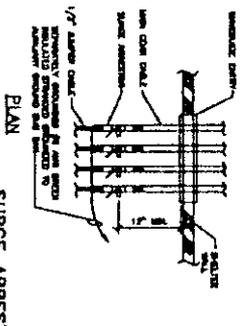
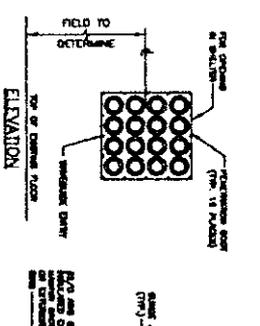
AT&T Mobility
REVISIONS: 01
DATE: 08/11/09

GENERAL NOTES - GROUNDING WORK



1. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

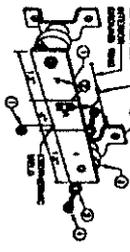
COAX GROUNDING DETAIL



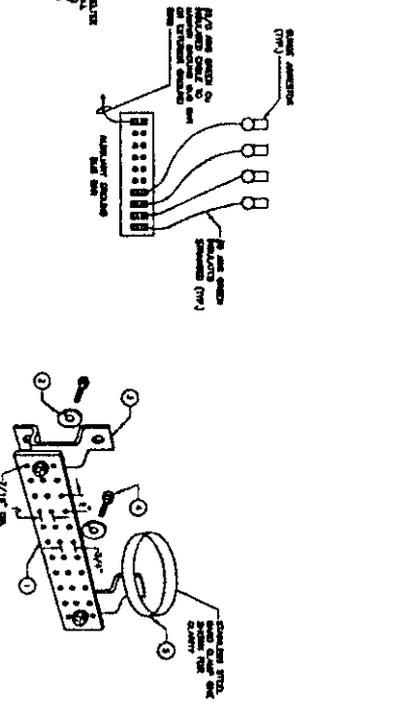
SURGE ARRESTOR GROUNDING INSIDE SHELTER

(TGB) TOWER GROUND BAR DETAIL

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED			
2	REVISED			
3	REVISED			
4	REVISED			
5	REVISED			



(RGR) REFERENCE GROUND BAR DETAIL

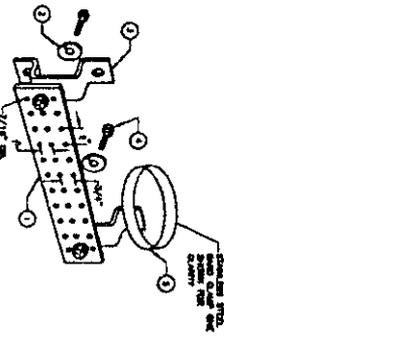


1. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

GENERAL NOTES - GROUNDING WORK

1. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

(RGR) REFERENCE GROUND BAR DETAIL



1. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

BLACK & VEATCH
750 HOLLYWOOD DRIVE
SUITE 500
PITTSBURGH, PA 15220

GPD ASSOCIATES
1300 W. 10TH AVENUE
DENVER, CO 80202

BURNHAM PARK WT
6940 MAPLEWOOD AVENUE
SYLVANIA, OHIO 43080

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED			
2	REVISED			
3	REVISED			
4	REVISED			
5	REVISED			

AT&T Mobility
COMMERCIAL DETAILS AND NOTES
DATE: 08-08-90



BLACK & VEATCH
 750 HOLLADAY DRIVE
 SUITE 500
 PITTSBURGH, PA 15220



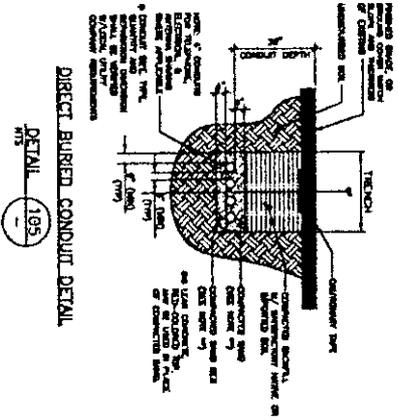
GPD ASSOCIATES
 200 WEST 10TH STREET
 SUITE 200
 PITTSBURGH, PA 15222

OHS996
 BURNHAM PARK WT
 6940 MAPLEWOOD AVENUE
 SYLVANIA, OHIO 43080

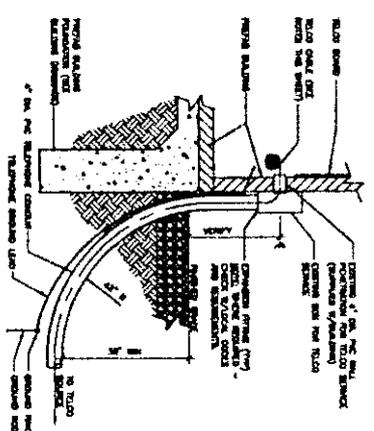
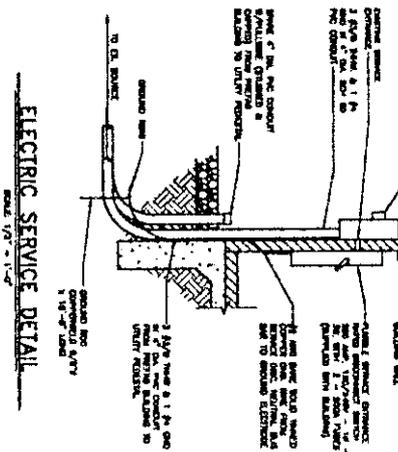
NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/17/78	ISSUED FOR REVIEW AND COMMENT		
2	11/17/78	ISSUED FOR REVIEW AND COMMENT		
3	11/17/78	ISSUED FOR REVIEW AND COMMENT		
4	11/17/78	ISSUED FOR REVIEW AND COMMENT		
5	11/17/78	ISSUED FOR REVIEW AND COMMENT		
6	11/17/78	ISSUED FOR REVIEW AND COMMENT		
7	11/17/78	ISSUED FOR REVIEW AND COMMENT		
8	11/17/78	ISSUED FOR REVIEW AND COMMENT		
9	11/17/78	ISSUED FOR REVIEW AND COMMENT		
10	11/17/78	ISSUED FOR REVIEW AND COMMENT		



AT&T Mobility
 LETTER REVISIONS AND ELECTRICAL DETAILS
 OHS996-172



- NOTES:**
1. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SHEET" AND "SECTION" 11 SHEETS.
 2. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 3. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 4. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 5. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 6. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 7. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 8. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 9. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.
 10. SUBSCRIPTION SHALL INCLUDE AND BEHOLD "SECTION" 11 SHEETS FROM SET OF SHEET BOOK.



TELECO CONDUIT ENTRANCE DETAIL
 ONE SHEET FROM CONDUIT ENTRANCE



BLACK & VEATCH
700 HOLIDAY DRIVE
SUITE 300
PITTSBURGH, PA 15220



CALL FOR MORE INFORMATION & DISCOUNTS
CPD ASSOCIATES
100 EAST 10TH AVENUE
DENVER, CO 80202

OHSS06
BURHAMM PARK WPT
6940 MAPLEWOOD AVENUE
STYLVANIA, OH 43080

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	CONCRETE	CU YD			
2	STEEL	TON			
3	WOOD	CU YD			
4	PAINT	TON			
5	LABOR	HR			
6	EQUIPMENT	HR			
7	PERMIT	DAY			
8	INSURANCE	MONTH			
9	TRAVEL	DAY			
10	TESTING	TEST			
11	UTILITY	DAY			
12	DEMOLITION	CU YD			
13	LANDFILL	CU YD			
14	WATER	CU YD			
15	SEWER	CU YD			
16	ASPHALT	CU YD			
17	GRAVEL	CU YD			
18	SAND	CU YD			
19	AGGREGATE	CU YD			
20	CONCRETE	CU YD			
21	STEEL	TON			
22	WOOD	CU YD			
23	PAINT	TON			
24	LABOR	HR			
25	EQUIPMENT	HR			
26	PERMIT	DAY			
27	INSURANCE	MONTH			
28	TRAVEL	DAY			
29	TESTING	TEST			
30	UTILITY	DAY			
31	DEMOLITION	CU YD			
32	LANDFILL	CU YD			
33	WATER	CU YD			
34	SEWER	CU YD			
35	ASPHALT	CU YD			
36	GRAVEL	CU YD			
37	SAND	CU YD			
38	AGGREGATE	CU YD			
39	CONCRETE	CU YD			
40	STEEL	TON			
41	WOOD	CU YD			
42	PAINT	TON			
43	LABOR	HR			
44	EQUIPMENT	HR			
45	PERMIT	DAY			
46	INSURANCE	MONTH			
47	TRAVEL	DAY			
48	TESTING	TEST			
49	UTILITY	DAY			
50	DEMOLITION	CU YD			
51	LANDFILL	CU YD			
52	WATER	CU YD			
53	SEWER	CU YD			
54	ASPHALT	CU YD			
55	GRAVEL	CU YD			
56	SAND	CU YD			
57	AGGREGATE	CU YD			
58	CONCRETE	CU YD			
59	STEEL	TON			
60	WOOD	CU YD			
61	PAINT	TON			
62	LABOR	HR			
63	EQUIPMENT	HR			
64	PERMIT	DAY			
65	INSURANCE	MONTH			
66	TRAVEL	DAY			
67	TESTING	TEST			
68	UTILITY	DAY			
69	DEMOLITION	CU YD			
70	LANDFILL	CU YD			
71	WATER	CU YD			
72	SEWER	CU YD			
73	ASPHALT	CU YD			
74	GRAVEL	CU YD			
75	SAND	CU YD			
76	AGGREGATE	CU YD			
77	CONCRETE	CU YD			
78	STEEL	TON			
79	WOOD	CU YD			
80	PAINT	TON			
81	LABOR	HR			
82	EQUIPMENT	HR			
83	PERMIT	DAY			
84	INSURANCE	MONTH			
85	TRAVEL	DAY			
86	TESTING	TEST			
87	UTILITY	DAY			
88	DEMOLITION	CU YD			
89	LANDFILL	CU YD			
90	WATER	CU YD			
91	SEWER	CU YD			
92	ASPHALT	CU YD			
93	GRAVEL	CU YD			
94	SAND	CU YD			
95	AGGREGATE	CU YD			
96	CONCRETE	CU YD			
97	STEEL	TON			
98	WOOD	CU YD			
99	PAINT	TON			
100	LABOR	HR			
101	EQUIPMENT	HR			
102	PERMIT	DAY			
103	INSURANCE	MONTH			
104	TRAVEL	DAY			
105	TESTING	TEST			
106	UTILITY	DAY			
107	DEMOLITION	CU YD			
108	LANDFILL	CU YD			
109	WATER	CU YD			
110	SEWER	CU YD			
111	ASPHALT	CU YD			
112	GRAVEL	CU YD			
113	SAND	CU YD			
114	AGGREGATE	CU YD			
115	CONCRETE	CU YD			
116	STEEL	TON			
117	WOOD	CU YD			
118	PAINT	TON			
119	LABOR	HR			
120	EQUIPMENT	HR			
121	PERMIT	DAY			
122	INSURANCE	MONTH			
123	TRAVEL	DAY			
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125	UTILITY	DAY			
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127	LANDFILL	CU YD			
128	WATER	CU YD			
129	SEWER	CU YD			
130	ASPHALT	CU YD			
131	GRAVEL	CU YD			
132	SAND	CU YD			
133	AGGREGATE	CU YD			
134	CONCRETE	CU YD			
135	STEEL	TON			
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137	PAINT	TON			
138	LABOR	HR			
139	EQUIPMENT	HR			
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141	INSURANCE	MONTH			
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143	TESTING	TEST			
144	UTILITY	DAY			
145	DEMOLITION	CU YD			
146	LANDFILL	CU YD			
147	WATER	CU YD			
148	SEWER	CU YD			
149	ASPHALT	CU YD			
150	GRAVEL	CU YD			
151	SAND	CU YD			
152	AGGREGATE	CU YD			
153	CONCRETE	CU YD			
154	STEEL	TON			
155	WOOD	CU YD			
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157	LABOR	HR			
158	EQUIPMENT	HR			
159	PERMIT	DAY			
160	INSURANCE	MONTH			
161	TRAVEL	DAY			
162	TESTING	TEST			
163	UTILITY	DAY			
164	DEMOLITION	CU YD			
165	LANDFILL	CU YD			
166	WATER	CU YD			
167	SEWER	CU YD			
168	ASPHALT	CU YD			
169	GRAVEL	CU YD			
170	SAND	CU YD			
171	AGGREGATE	CU YD			
172	CONCRETE	CU YD			
173	STEEL	TON			
174	WOOD	CU YD			
175	PAINT	TON			
176	LABOR	HR			
177	EQUIPMENT	HR			
178	PERMIT	DAY			
179	INSURANCE	MONTH			
180	TRAVEL	DAY			
181	TESTING	TEST			
182	UTILITY	DAY			
183	DEMOLITION	CU YD			
184	LANDFILL	CU YD			
185	WATER	CU YD			
186	SEWER	CU YD			
187	ASPHALT	CU YD			
188	GRAVEL	CU YD			
189	SAND	CU YD			
190	AGGREGATE	CU YD			
191	CONCRETE	CU YD			
192	STEEL	TON			
193	WOOD	CU YD			
194	PAINT	TON			
195	LABOR	HR			
196	EQUIPMENT	HR			
197	PERMIT	DAY			
198	INSURANCE	MONTH			
199	TRAVEL	DAY			
200	TESTING	TEST			
201	UTILITY	DAY			
202	DEMOLITION	CU YD			
203	LANDFILL	CU YD			
204	WATER	CU YD			
205	SEWER	CU YD			
206	ASPHALT	CU YD			
207	GRAVEL	CU YD			
208	SAND	CU YD			
209	AGGREGATE	CU YD			
210	CONCRETE	CU YD			
211	STEEL	TON			
212	WOOD	CU YD			
213	PAINT	TON			
214	LABOR	HR			
215	EQUIPMENT	HR			
216	PERMIT	DAY			
217	INSURANCE	MONTH			
218	TRAVEL	DAY			
219	TESTING	TEST			
220	UTILITY	DAY			
221	DEMOLITION	CU YD			
222	LANDFILL	CU YD			
223	WATER	CU YD			
224	SEWER	CU YD			
225	ASPHALT	CU YD			
226	GRAVEL	CU YD			
227	SAND	CU YD			
228	AGGREGATE	CU YD			
229	CONCRETE	CU YD			
230	STEEL	TON			
231	WOOD	CU YD			
232	PAINT	TON			
233	LABOR	HR			
234	EQUIPMENT	HR			
235	PERMIT	DAY			
236	INSURANCE	MONTH			
237	TRAVEL	DAY			
238	TESTING	TEST			
239	UTILITY	DAY			
240	DEMOLITION	CU YD			
241	LANDFILL	CU YD			
242	WATER	CU YD			
243	SEWER	CU YD			
244	ASPHALT	CU YD			
245	GRAVEL	CU YD			
246	SAND	CU YD			
247	AGGREGATE	CU YD			
248	CONCRETE	CU YD			
249	STEEL	TON			
250	WOOD	CU YD			
251	PAINT	TON			
252	LABOR	HR			
253	EQUIPMENT	HR			
254	PERMIT	DAY			
255	INSURANCE	MONTH			
256					

Exhibit 2

Rent Schedule

Initial Rent \$ 2,854/month, 3% increase in each year thru third extension term. Beginning in Year 22, annual increase is 5% from previous year.

<u>Term</u>	<u>Year</u>	<u>Rent</u>
Initial	1	\$ 2,854
Initial	2	2,939
Initial	3	3,027
Initial	4	3,117
Initial	5	3,210
Extension 1	6	3,306
Extension 1	7	3,405
Extension 1	8	3,507
Extension 1	9	3,612
Extension 1	10	3,720
Extension 2	11	3,831
Extension 2	12	3,945
Extension 2	13	4,063
Extension 2	14	4,184
Extension 2	15	4,309
Extension 3	16	4,438
Extension 3	17	4,571
Extension 3	18	4,708
Extension 3	19	4,849
Extension 3	20	4,994
Extension 4	21	5,143
Extension 4	22	5,400
Extension 4	23	5,670
Extension 4	24	5,953
Extension 4	25	6,250

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type. See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
_ _ - _ - _ _
OR
Employer identification number
_ _ - _ - _ _

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ORDINANCE NO. 17 - 2011

AUTHORIZING AN AGREEMENT WITH S. VITALE PYROTECHNIC INDUSTRIES, INC. d/b/a PYROTECNICO FOR THE INDEPENDENCE DAY CELEBRATION ON JULY 3, 2011 AT CENTENNIAL TERRACE AND QUARRY; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN AN AGREEMENT FOR THE FIREWORKS DISPLAY WHICH WILL COST TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500); AUTHORIZING A 50% DEPOSIT PAYMENT UPON THE SIGNING OF THE AGREEMENT WHICH WILL BE SHARED BY THE CITY, SYLVANIA TOWNSHIP, COCA-COLA CORPORATION AND THE SYLVANIA AREA JOINT RECREATION DISTRICT; AND DECLARING AN EMERGENCY.

WHEREAS, S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico presented to the Mayor and Director of Finance a contract providing for the furnishing, delivering, and display of fireworks for the Sylvania Community on July 3, 2011, for the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500), as set forth in said agreement, a copy of which agreement is now on file with the Clerk of this Council; and,

WHEREAS, the total display will cost Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) and the Township of Sylvania has agreed to contribute Ten Thousand Two Hundred Fifty Dollars (\$10,250.00), Coca-Cola Corporation has to contribute Five Thousand Dollars (\$5,000.00) and the Sylvania Area Joint Recreation District has agreed to contribute Two Thousand Dollars (\$2,000.00), totaling Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) toward the cost of the fireworks display leaving a net total cost to the City of Sylvania of Ten Thousand Two Hundred Fifty Dollars (\$10,250.00).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the Mayor and Director of Finance be, and they hereby are, authorized and directed to enter into an agreement with S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico in the form and substance of the agreement now on file with the Clerk of this

Council providing that S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico will provide a fireworks display on July 3, 2011, for a payment by the City to S. Vitale Pyrotechnic Industries, Inc. d/b/a Pyrotecnico of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) with the City making a 50% deposit payment.

SECTION 2. That to provide funds for said fireworks, there is hereby appropriated from the **SPECIAL PROJECTS FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294 - Community Programs**, the total sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) - it being understood that the City of Sylvania shall receive contributions totaling at least Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) to apply to the total contract price from Sylvania Township, the Sylvania Area Joint Recreation District and the Coca-Cola Corporation and when received will be credited to said Account.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the contract should be authorized forthwith so as to assure the City of the Independence Day fireworks display scheduled for July 3, 2011. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011 as an emergency measure.

ATTEST:

President of Council

Clerk of Council

APPROVED:

APPROVED AS TO FORM:

Mayor

Director of Law

Date

ORDINANCE NO. 18 -2011

**AMENDING SECTION 129.03 – DIVISION OF TAXATION OF THE
CODIFIED ORDINANCES OF SYLVANIA, 1979, AS AMENDED; AND
DECLARING AN EMERGENCY.**

WHEREAS, the Director of Personnel has recommended the Division of Taxation structure be modified to include two Administrative Assistants and one Senior Account Clerk rather than one Administrative Assistant and two Senior Account Clerks for the efficient supervision and operation of the Division of Taxation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That Section 129.03 of the Codified Ordinances of Sylvania, 1996, as amended, be and it is, hereby further amended to read as set forth on the attached "Exhibit A."

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the changes to the structure of the Tax Division shall be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote dispensing with the second and third readings: Yeas _____ Nays _____

Passed, _____, 2011, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

129.03 DIVISION OF TAXATION.

The Commissioner of the Division of Taxation, to be called the Commissioner of Taxation, under the supervision and direction of the Director of Finance, shall have supervision and control of the administration and enforcement of the City income tax in all aspects thereof. The Commissioner shall be appointed by the Mayor and be subject to confirmation by a majority of the members of Council. The current Commissioner shall be deemed to have been so appointed and confirmed. The Division may have four clerical employees consisting of one Administrative Assistant – Tax, two Tax Specialists, and one Senior Account Clerk, all of whom shall be under the supervision and control of the Commissioner of Taxation

(Ord. ___-2011. Passed _____-2011.)

“Exhibit A”



City Of Sylvania

DEPARTMENT OF PUBLIC SERVICE

JEFFREY P. BALLMER, PE. PS. DIRECTOR

March 2, 2011

To: The Mayor and Members of Sylvania City Council

Re: **Highland Meadows and Griffith Park Improvements - East Phase**

Dear Mr. Mayor and Council Members:

Construction drawings for the above-mentioned project have been reviewed and are now complete and ready to be bid. This project will replace the waterline and sanitary sewers, provide new storm sewers and catch basins and replace the pavement and curbs on San Reno, Gillingham, Gillingham Court and the east end of Grenlock.

This project will also provide a storm sewer tap to each lot so that the property owner can connect the footer tiles and roof drains to the new storm sewer.

The west section was constructed last year with the exception of the surface course of asphalt which will be placed mid-April.

The estimated cost for the east section is \$1,655,381 (\$193,750 for the water and \$276,050 for the sanitary).

We would request that the Clerk of Council be authorized to advertise for bids.

Very truly yours,

Jeffrey P. Ballmer
Director of Public Service

tid

a



City Of Sylvania

SYLVANIA CITY COUNCIL
MARGARET LINTNER, MMC, CLERK

Notice of Committee Meeting
Sylvania City Council

Economic Development sub-Committee
Friday, March 11, 2011 8:00 a.m.

The sub-committee formed to consider economic development will meet on Friday, March 11, 2011 at 8:00 a.m. in Council Chambers, located in the Police and Council Building, 6635 Maplewood Avenue, Sylvania, Ohio 43560, for a strategy session with Creative Oxygen to develop a marketing communications plan, and any other business the committee members vote to discuss.

B



City of Sylvania

DIVISION OF TAXATION
ANGELA J. KUHN, COMMISSIONER

March 1, 2011

Mayor Craig A. Stough and Members of Council
City of Sylvania
Sylvania, Ohio

Dear Mayor Stough and Council Members:

The monthly cash report from the Division of Taxation is as follows:

	Deposits	Refunds	Balance
February 28, 2011	\$591,589.05	\$0.00	\$591,589.05
February 28, 2010	\$696,609.27	\$0.00	\$696,609.27
Monthly Difference	<u>-\$105,020.22</u>	<u>\$0.00</u>	<u>-\$105,020.22</u>
Year to Date 2011	\$1,432,928.73	\$0.00	\$1,432,928.73
Year to Date 2010	\$1,453,146.68	\$8,369.57	\$1,444,777.11
Yearly Difference	<u>-\$20,217.95</u>	<u>-\$8,369.57</u>	<u>-\$11,848.38</u>

Respectfully submitted,

Angela J. Kuhn
Tax Commissioner

c: Mr. Scott Smith, Finance Director

C

City of Sylvania
 Bank Reconciliation
 For the Month of February
 2011

CHECKBOOK BALANCE

Ending balance for January 2011	\$ 22,456,739.57
Add: Monthly Receipts	<u>2,824,555.32</u>
Subtotal	\$ 25,281,294.89
Less: Monthly Disbursements	<u>2,682,882.88</u>
Ending balance for February 2011	\$ 22,598,412.01

Less:

Certificates of Deposit	\$ (1,000,000.00)
Star Ohio	(76,832.95)
Petty Cash (1)	(2,150.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(26,545.75)
5/3rd Securities	(12,105,983.98)
SJS Account	(5,148,200.77)
PNC MoneyMarket	(2,021,456.18)
Key Bank Securities	(1,003,610.59)
Sylvania Township Bonds	<u>(785,000.00)</u>
	\$ 427,568.93

Less:

(1)

Division of Public Service	\$ 150.00
Department of Finance	200.00
Division of Water	400.00
Division of Police	200.00
Municipal Court	800.00
Division of Taxation	150.00
Division of Forestry	150.00
Division of Zoning	100.00
	<u>2,150.00</u>

Petty Cash Balance \$ 2,150.00

BANK BALANCE

EOM 5/3rd Bank Balance	\$ 460,981.18
Deposit in Transit	657.88

Subtotal	<u>\$ 461,639.06</u>
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Less: Outstanding Checks (2)	<u>34,070.13</u>
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Adjusted Bank Balance	\$ 427,568.93
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(2)

January Outstanding Checks	\$ 19,059.78
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Checks written this month	823,721.45
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Voided Ck# 56447, 57571, 57722	(2,994.33)
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Subtotal	<u>\$ 839,786.90</u>
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Checks Cleared	<u>(805,716.77)</u>
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February Outstanding Checks	\$ 34,070.13
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 Treasurer, City of Sylvania