Sylvania City Council
April 7, 2014

6:45 p.m. Employee & Community Relations Committee
BZA Appointment

7:00 p.m. Public Hearing – ZA-1-2014
Ten Mile Development

7:30 p.m. Council Meeting
Agenda

1. Roll call.

2. Pledge of Allegiance to the United States of America led by Mr. Brown.

3. Additions to the agenda.

4. Approval of the meeting minutes of March 17, 2014.

5. Steve Rothschild representing the Sylvania School Board to speak regarding the upcoming School Levy.

6. Janice Pierson to speak regarding feral cats.

7. Report of Public Hearing on ZA-1-2014 from 7:00 p.m.

8. Proposed Ordinance 15-2014, Authorizing a Lease Agreement between the City of Sylvania, as Lessor, and Emily Snyder and Maryanne Weston, as Lessee, of Suite E in Maplewood Marketplace.

9. New Cingular Wireless LCS, LLC
   a. Service Director's Report on request to occupy space on water tower-Burnham Park.
   b. Proposed Ordinance 16-2014, Authorizing a Lease between the City of Sylvania, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee of a portion of the water tower in Burnham Park.

10. ODOT Salt Bid.
    a. Service Director's report on 2014-2015 rock salt purchase.
    b. Proposed Ordinance 20-2014, Authorizing the City of Sylvania to enter into an agreement with ODOT for the purchase of roadway de-icing salt.

11. Proposed Ordinance 17-2014, Providing for the controlling blight and disease of shade trees and for planting, maintaining, trimming and removed shade trees in and along the streets and within public Right-of-Way of the City of Sylvania.

12. Proposed Ordinance 18-2014, Providing for the construction, maintenance, repair, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania.

13. Sylvania-Metamora Multi-Use Path.
    a. Service Director's report on Sylvania-Metamora Multi-use Path.
    b. Proposed Ordinance 19-2014, Authorizing to enter into a Joint Cooperation Agreement with the City of Sylvania, Lucas County & Olander Park for Multi-use Path Project.

14. Service Director's report on the Arbor Way Sanitary Sewer project; and authorize the clerk to advertise for bids.

15. Municipal Bridge Inspection
    a. Service Director's report on annual bridge inspection assistance.
    b. Proposed Resolution 6-2014, a Resolution of the Council of the City of Sylvania Consenting to the City's participation in the Ohio Department of Transportation's Municipal Bridge Inspection Program.

16. Proposed Resolution 7-2014, a Resolution of the Council of the City of Sylvania commending the Sylvania Northview Hockey Team on its 2013-2014 OHSAA Division I Co-Championship.

17. Proposed Resolution 9-2014, a Resolution of the Council of the City of Sylvania commending Sylvania Southview High School's Cougarettes Dance Team on its Hip Hop Division State Championship.

18 Committee reports.
    a. Employee & Community Relations Report from 6:45 p.m.

19. Committee referrals.

Information

A. March 2014 report from the Division of Taxation.

B. March 2014 Bank Statement.

C. Lucas County letter conveying certified copy of Resolution No. 14-276, Granting Annexation Petition No. 2013-7.

Minutes of the Meeting of Council
March 17, 2014

The Council of the City of Sylvania, Ohio met in regular session on March 17, 2014 at 7:30 p.m. with Mayor Craig A. Stough in the chair. Roll was called with the following members present: Mike Brown, Katie Cappellini, Doug Haynam, Sandy Husman, Mark Luetke, Mary Westphal (6) present; absent: Todd Milner, (1), excused by Mayor Stough.

Roll call: Milner absent, excused.

Mrs. Westphal 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:

4a. Introduction of new Zoning Administrator, Tim Burns.
8a. Economic Development Sub-Committee update on Tier Two Grant.
8b. Employee & Community Relations Committee update regarding BZA appointment.
8c. Historical Village Report.
8d. SCAT Report.

Additions to the agenda.

Mrs. Husman moved, Mr. Luetke seconded, to approve the agenda as amended; roll call vote being: Brown, Cappellini, Haynam, Husman, Luetke, Westphal, (6) yeas; (0) nays. The motion carried.

Mayor Stough stated that Council will now consider agenda item 4.

Mrs. Westphal presented the March 3, 2014 minutes. Mrs. Westphal 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 regular meeting of March 3, 2014 be approved; roll call vote being: Cappellini, Haynam, Husman, Luetke, Westphal, Brown (6) yeas; (0) nays. The motion carried.

Approval of the March 3 minutes.

Service Director Aller introduced the new Zoning Administrator, Tim Burns and was welcomed by the Mayor, Council and Staff.

Introduction of Tim Burns, Zoning Administrator.

Mayor Stough stated that Council will now consider agenda item 5.

Mr. Luetke presented and read aloud by title only, proposed Ordinance 12-2014, a written copy of same having been previously furnished to each member of Council, "Revision of the Administrative, Departmental and Divisional Organization of the City and the Codified Ordinances thereof by amending Sylvania Codified Ordinance Section 139.02 to change the Class Grade of the Courtroom Officer, to create a new

Ordinance 12-2014, "Revision to Codified Ordinance

Class Title of "Law Clerk" and setting the Class Grade therefore; by amending Section 139.03(d)(6) to clarify this provision; and declaring an emergency." Mr. Luetke moved, Mrs. Husman seconded, that Council dispense with the Second and Third Readings of said Resolution; roll call vote being: Haynam, Husman, Luetke, Westphal, Brown, Cappellini, (6) yeas; (0) nays. The motion carried.

Section 139.03(d)(6)..... Law Clerk...."

Mr. Luetke moved, Mr. Haynam seconded, that Ordinance 12-2014 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Westphal, Brown, Cappellini, Haynam, (6) yeas; (0) nays. The motion carried.

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

Mr. Brown presented and read aloud by title only, proposed Ordinance 13-2014, a written copy of same having been previously furnished to each member of Council, "Accepting an Easement from CVS 10457 OH, LLC for highway and utility purposes; and declaring an emergency." Mr. Brown moved, Mrs. Westphal seconded, that Council dispense with the Second and Third Readings of said Resolution; roll call vote being: Haynam, Husman, Luetke, Westphal, Brown, Cappellini, (6) yeas; (0) nays. The motion carried.

Ordinance 13-2014, "Accepting Easement from CVS 10457 OH, LLC... "

Mr. Brown moved, Mrs. Husman seconded, that Ordinance 13-2014 be enacted as an emergency measure as declared therein; roll call vote being: Husman, Luetke, Westphal, Brown, Cappellini, Haynam, (6) yeas; (0) nays. The motion carried.

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

Mrs. Westphal presented and read aloud by title only, proposed Ordinance 14-2014, a written copy of same having been previously furnished to each member of Council, "An Ordinance to approve, adopt, and enact current replacement pages to the Codified Ordinances; to repeal Ordinances in conflict therewith; to publish the enactment of new matter; and declaring an emergency." Mrs. Westphal moved, Mr. Haynam seconded, that Council dispense with the Second and Third Readings of said Ordinance; roll call vote being: Luetke, Westphal, Brown, Cappellini, Haynam, Husman, (6) yeas; (0) nays. The motion carried.

Ordinance 14-2014, "....to approve, adopt, and enact current replacement pages of Codified Ordinances..."

Mrs. Westphal moved, Mr. Haynam seconded, that Ordinance 14-2014 be enacted as an emergency measure as declared therein; roll call vote being: Westphal, Brown, Cappellini, Haynam, Husman, Luetke, (6) yeas; (0) nays. The motion carried.

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

Mr. Sanford provided an update from the Economic Development Sub-Committee regarding the Tier Two Grant Application. He stated that 14 businesses expressed interest in the grant.

Econ Dev. Sub-committee update.

Mr. Luetke stated the Employee & Community Relations Committee will meet to discuss the Board of Zoning Appeals vacancy on April 7, 2014 at 6:45 p.m.

Employee-Com Relations Meeting 4/7/14, 6:45pm

Mrs. Husman stated the Historical Village merger with the Historical Society is progressing and appointments to the Board will be forthcoming.

Mrs. Husman provided update on SCAT's upcoming activities, their budget review (as their 10 year grant will be expiring in September 2014), and their need for funding.

Mayor Stough stated that all items on the agenda had been considered.

Mrs. Westphal moved, Mr. Haynam seconded that this meeting adjourn; all present voting yea (6); (0) nays. The motion carried and the meeting adjourned at 8:07 p.m.

Adjournment.

Clerk of Council

Mayor

8

ORDINANCE NO. 15 -2014

AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND EMILY SNYDER AND MARYANNE WESTON, INDIVIDUALLY AND d/b/a kür, AS LESSEE, OF SUITE E IN THE MAPLEWOOD MARKETPLACE, 5703 N. MAIN STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING A MASSAGE THERAPY BUSINESS, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the prior lease for Suite E in the Maplewood Marketplace has expired and is currently vacant; and,

WHEREAS, the City and Emily Snyder and Maryanne Weston, individually and d/b/a kür have proposed to lease approximately 1,000 square feet in the Maplewood Marketplace, Suite E, 5703 N. Main Street for twenty-four (24) months with rental according to the following schedule:

June 1, 2014 – April 30, 2015: Eleven Thousand Dollars ($11,000.00) payable as follows: From June 1, 2014 – November 1, 2014, Lessees shall pay the sum of Seven Hundred Fifty Dollars ($750.00) per month and from December 1, 2014 – April 1, 2014, Lessees shall pay the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month.

May 1, 2015 – April 30, 2016: Twelve Thousand Dollars ($12,000.00) payable in equal monthly installments of One Thousand Dollars ($1,000.00) per month.

a copy of said Lease Agreement is attached hereto as "Exhibit A."

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 building located at 5703 N. Main Street, including Suite E comprising approximately 1,000 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twenty-four (24) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

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 Emily Snyder and Maryanne Weston, individually and d/b/a kür, as Lessee, or to such other Lessee for the term of twenty-four (24) months.

SECTION 3. That rent for the property shall include the following schedule June 1, 2014 April 30, 2015: Eleven Thousand Dollars ($11,000.00) payable as follows: From June 1, 2014 – November 1, 2014, Lessees shall pay the sum of Seven Hundred Fifty Dollars ($750.00) per month and from December 1, 2014 – April 1, 2014, Lessees shall pay the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month.

May 1, 2015 – April 30, 2016: Twelve Thousand Dollars ($12,000.00) payable in equal monthly installments of One Thousand Dollars ($1,000.00) per month.

SECTION 4. That the Mayor and Director of Finance of this City be, and they hereby are, authorized and directed to accept the terms of the lease agreement 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 5. 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 6. 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 7. 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 of the City of Sylvania and for the further reason that the lease for the premises should be entered into 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

_____
Date

APPROVED AS TO FORM:

_____
Director of Law

ORDINANCE NO. ____-2014

AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF SYLVANIA, AS LESSOR, AND EMILY SNYDER AND MARYANNE WESTON, INDIVIDUALLY AND d/b/a kür, AS LESSEE, OF SUITE E IN THE MAPLEWOOD MARKETPLACE, 5703 N. MAIN STREET, SYLVANIA, OHIO, FOR THE PURPOSE OF OPERATING A MASSAGE THERAPY BUSINESS, DETERMINING SAID CITY OWNED PROPERTY NOT TO BE NEEDED FOR MUNICIPAL PURPOSES DURING THE TIME OF PROPOSED LEASE; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO SIGN SUCH A LEASE ON BEHALF OF THE CITY OF SYLVANIA; AND DECLARING AN EMERGENCY.

WHEREAS, the prior lease for Suite E in the Maplewood Marketplace has expired and is currently vacant; and,

WHEREAS, the City and Emily Snyder and Maryanne Weston, individually and d/b/a kür have proposed to lease approximately 1,000 square feet in the Maplewood Marketplace, Suite E, 5703 N. Main Street for twenty-four (24) months with rental according to the following schedule:

> June 1, 2014 – April 30, 2015: Eleven Thousand Dollars ($11,000.00) payable as follows: From June 1, 2014 – November 1, 2014, Lessees shall pay the sum of Seven Hundred Fifty Dollars ($750.00) per month and from December 1, 2014 – April 1, 2014, Lessees shall pay the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month.
>
> May 1, 2015 – April 30, 2016: Twelve Thousand Dollars ($12,000.00) payable in equal monthly installments of One Thousand Dollars ($1,000.00) per month.

a copy of said Lease Agreement is attached hereto as "Exhibit A."

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 building located at 5703 N. Main Street, including Suite E comprising approximately 1,000 square feet, in Sylvania, Ohio, which is hereby determined not to be needed for municipal purposes for a period of twenty-four (24) months so as long as the activities conducted on said premises are compatible with the stated purpose of the Lease.

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 Emily Snyder and Maryanne Weston, individually and d/b/a kür, as Lessee, or to such other Lessee for the term of twenty-four (24) months.

SECTION 3. That rent for the property shall include the following schedule June 1, 2014 April 30, 2015: Eleven Thousand Dollars ($11,000.00) payable as follows: From June 1, 2014 – November 1, 2014, Lessees shall pay the sum of Seven Hundred Fifty Dollars ($750.00) per month and from December 1, 2014 – April 1, 2014, Lessees shall pay the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month.

May 1, 2015 – April 30, 2016: Twelve Thousand Dollars ($12,000.00) payable in equal monthly installments of One Thousand Dollars ($1,000.00) per month.

SECTION 4. That the Mayor and Director of Finance of this City be, and they hereby are, authorized and directed to accept the terms of the lease agreement 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 5. 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 6. 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 7. 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 of the City of Sylvania and for the further reason that the lease for the premises should be entered into 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

_____
Date

APPROVED AS TO FORM:

_____
Director of Law

BUSINESS PROPERTY LEASE

THIS AGREEMENT is made at Sylvania, Ohio, this _____ day of _____, 2014, by and between the **City of Sylvania, an Ohio municipality** (hereinafter "Lessor") and **Emily Snyder and Maryanne Weston, individually and d/b/a kür** hereinafter ("Lessee").

In consideration of the promises set forth herein, and for and on behalf of its heirs, successors, Administrators, Executors and Assigns the parties agree that:
The Lessor hereby leases to the Lessee the following described premises located in the City of Sylvania, County of Lucas, and State of Ohio:

> Approximately One Thousand (1,000) square feet of space located on the First Floor of the Maplewood Market, at 5503 N. Main St., Suite E, Sylvania, Ohio 43560, whose dimensions are set forth on Exhibit A attached hereto.

1. PARKING: No on-site parking is provided for tenants. Tenant shall encourage its employees to refrain from using the angled parking located on Maplewood Avenue directly across from the Maplewood Market between Becker Place and the Railroad Tracks during normal business hours.

2. TERM: This lease shall be for the term of 24 months, commencing on the 1st day of May, 2014 and terminating on the 30th day of April, 2016. Lessee shall be granted possession upon approval of this Lease by Sylvania City Council.

3. RENT: Lessee shall pay as rent the total sum of Twenty-Three Thousand Dollars ($23,000.00) according to the schedule set forth below:

> June 1, 2014 – April 30, 2015: Eleven Thousand Dollars ($11,000.00) payable as follows: From June 1, 2014 – November 1, 2014, Lessees shall pay the sum of Seven Hundred Fifty Dollars ($750.00) per month and from December 1, 2014 – April 1, 2014, Lessees shall pay the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) per month.
>
> May 1, 2015 – April 30, 2016: Twelve Thousand Dollars ($12,000.00) payable in equal monthly installments of One Thousand Dollars ($1,000.00) per month.
>
> If rent is not paid by the 5th day of the month, a $50 late charge will be assessed.

4. SECURITY DEPOSIT: Lessee shall deposit the additional sum of $750.00 as security for Lessee's obligations under the terms of this lease.

5. CONDITION OF PREMISES: Unless otherwise specified herein, Lessee does hereby accept the premises in the condition they may be in at the commencement of the lease. Subject to all defects therein, whether concealed or otherwise, except hidden defects known to Lessor and unknown to Lessee which would not be discoverable through a reasonable inspection by Lessee and to release and forever discharge Lessor from and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold lessor from any and all damages of every kind and nature arising hereunder. Lessee shall further indemnify and hold Lessor and the premises (and improvements thereon) harmless from all liens and all liabilities in any way arising out of the use or condition of the premises and the improvements thereon by the Lessee. Notwithstanding the foregoing, Lessor agrees to complete all modifications and improvements to premises previously agreed to between the parties. Once the modifications and improvements are complete, if Lessee desires to make any additional changes or changes to the

improvements and modifications as agreed upon, those costs will be Lessee's sole responsibility and she shall hold Lessor harmless thereon.

6. USE OF PREMISES: The leased premises are to be used as massage therapy space and related purposes, and for no other purpose. Lessor specifically agrees and/or any other lawful purpose consistent therewith.

7. RESPONSIBILITIES OF LESSOR:

a) Maintain and keep in proper repair any common areas not exclusively under the control of Lessee.

b) Maintain and keep in proper repair the roof and structural portions of the premises.

c) Keep sidewalks, driveways, and all other access to the building free of snow and ice.

8. RESPONSIBILITIES OF THE LESSEE:

a) Not attach, paint or inscribe any signs or structures on the roof or exterior walls of the building without written consent of Lessor which consent shall not be unreasonably withheld. Exterior sign must be approved in advance.

b) Permit Lessor or agents of Lessor at reasonable times to enter the premises to examine the condition thereof and make such repairs or improvements necessary for the safety and preservation of the premises, or to exhibit the premises to prospective purchasers or tenants.

c) Hold Lessor harmless from any and all claims and demands by any person arising from the failure of Lessee to perform any obligation hereof.

d) Not assign or transfer this lease or sublet the premises without the written consent of Lessor, which consent shall not be unreasonably withheld.

e) Repair all damage caused by the negligence of Lessee, its invitees or employees to the leased premises.

f) Lessee shall be responsible for making any repairs to the interior of the leased premises and will save less or harmless from any and all liens, claims and damages by reason of any repairs or improvements which may be made by Lessee.

g) Surrender the premises at the end of the lease term in as good condition as the premises are, reasonable wear and tear, and unavoidable casualty excepted.

9. FIXTURES AND INTERIOR ALTERATIONS: Lessee shall make no changes in the construction of the building or any substantial alteration to the building interior without the written consent of the Lessor. All improvements installed by Lessee, except for portable partitions and trade fixtures shall be deemed permanent fixtures and the property of Lessor, unless otherwise agreed in writing by the parties.

10. UTILITY AND OTHER OPERATING EXPENSES: The party set forth below shall be responsible for the charges set forth, until Lessee shall surrender possession of the premises:

Lessee shall pay electrical charges.
Lessee shall pay water and sewer charges.
Lessee shall pay heat charges.
Lessor shall pay real estate taxes and assessments.
Lessor shall pay outside building liability insurance.
Lessee shall pay building contents insurance coverage and carry and pay for public liability inside premises insurance on which lessor shall be named as additional insured.

11. DAMAGE TO PREMISES DURING LEASE TERM: In case the premises hereby leased shall be partially damaged by fire, but not rendered untenantable, the same shall be repaired with all proper speed at the expense of the Lessor. If the damage shall be so extensive that said premises are rendered unfit for occupancy by Lessee and if said damage can be repaired within a period of 60 days from the occurrence of said damage, then this lease shall continue in force, and it is expressly agreed between Lessor and Lessee if Lessor shall elect to repair the premises then the rent shall cease from the time of the occurrence and shall be again payable from the date when such repairs are completed. If the damage cannot be repaired within 60 days, then this lease may be canceled by either party.

12. HOLDOVER TENANCY: Should Lessee, with the express or implied consent of Lessor, continue to hold and occupy the premises after the expiration of the term of this lease such holding over beyond the term and the acceptance of rent by Lessor, shall operate and be construed as creating a tenancy from month to month, and not for any other term whatsoever. If the Lessor has a reasonable belief that Lessee has abandoned the premises, then the landlord may re-enter and take possession of the premises and utilize such remedies to which he is entitled in law or equity.

13. INSURANCE: Lessee shall maintain liability insurance in the minimum amount of $ 1,000,000 per person and $ 1,000,000 per accident. Lessor shall maintain fire and building insurance in the minimum amount of $$1,000,000. Said coverage shall be reviewed annually and if increased coverage is required Lessee, shall be responsible for payment of any increase in the cost thereof. Lessee shall not do or permit anything to be done in said premises, or bring or keep anything therein which will in any way increase the rate of fire insurance on said building; or obstruct or interfere with the rights of other tenants, or which conflict with the laws relating to fires, or with the regulations of the Fire Department or with any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or Building Inspection Department or which would in any other way be considered illegal. In the event that any use by Lessee conflicts with any insurance policy upon the building or in any part thereof, or increases the rate of fire insurance. Lessee shall pay to Lessor the amount of any increased insurance premiums, if Lessor is responsible for payment of said premiums.

14. WAIVER OF SUBROGATION: Lessor agrees to cause each insurance policy carried by Lessor insuring the demised premises against loss by fire or other causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessee for any loss or damage caused by fire or any of the risks enumerated in the standard extended covered by any such policy. Lessee shall not be liable to the Lessor or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement. Lessee agrees to cause each insurance policy carried by Lessee insuring Lessee's property against loss by fire or causes covered by the standard extended coverage endorsement, to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor for any loss or damage covered by such policy. Lessor shall not be liable to the Lessee or any other party for any loss or damage caused by fire or any of the risks enumerated in the standard extended coverage endorsement.

15. SUBORDINATION: Lessor shall have the right at any time, and from time to time, to place upon the building and/or land on which the premises are a part, or upon any underlying leasehold estate, a mortgage or mortgages which shall be wholly prior to the right of Lessee under this lease , and Lessee will, upon demand, execute any and all instruments deemed necessary by Lessor to effectuate subordination of this Lease to such mortgage.

16. APPROPRIATION OR CONDEMNATION BY GOVERNMENTAL AUTHORITY: If the premises shall be appropriated or condemned by governmental authorities,

each party shall be entitled to seek its respective remedy as provided by law.

17. REMEDIES IN EVENT OF DEFAULT BY LESSEE: If the rent, or any part thereof, shall at any time be in arrears and unpaid with or without demand being made therefor, or if Lessee shall fail to keep and perform and observe any of the conditions of this lease, or if Lessee shall be adjudicated a Bankrupt or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, it shall be lawful for Lessor to enter into the premises the same as if this lease had not been made and thereupon this lease, and everything herein contained on the part of said Lessor to be performed, shall cease and be void without prejudice, however, to the right of the Lessor to recover from Lessee all rent due up to the time of such entry. Additionally, in the event of default by Lessee, the unpaid balance on the improvements and modifications to the space as provided for in Item 7(b) shall immediately become due and owing. In case of such default and entry by Lessor, Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from Lessee any deficiency between the amount obtained and the amount owed by the Lessee.

No waiver by Lessor of any default or breach by Lessee of any obligation shall be construed to be a waiver of the rights of Lessor to any remedy resulting from a future default or breach by Lessee of any of Lessee's obligations.

18. THIS LEASE IS EXPRESSLY CONTINGENT UPON FORMAL APPROVAL BY SYLVANIA CITY COUNCIL ON OR BEFORE MAY 5, 2014. FAILURE TO OBTAIN SAID APPROVAL BY MAY 5, 2014 RENDERS THIS AGREEMENT VOID.

All notices and payments shall be made to Lessor at the following address:

Toby Schroyer, Director of Finance
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

and with a copy to:

Leslie B. Brinning, Director of Law
City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

All notices to Lessee shall be addressed as follows:

Emily Snyder
Maryanne Weston
kür
5703 N. Main St., Ste. E
Sylvania, OH 43560

Witness as to City:

CITY OF SYLVANIA (Lessor)

_____

By:_____
Craig A. Stough, Mayor

_____

By:_____
Toby Schroyer, Director of Finance

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

Before me appeared Craig A. Stough, Mayor and Toby Schroyer, Director of Finance on behalf of the City of Sylvania, a Municipal Corporation, Lessor, who acknowledged that the execution of this lease was their free act and deed, and the free act and deed of said Municipal Corporation this _____ day of _____, 2014.

_____
Notary Public

Witnesses as to Lessees:

kür (Lessee)

_____

By:_____
Emily Snyder

_____

By:_____
Maryanne Weston

_____

_____
Emily Snyder, Individually

_____

_____
Maryanne Weston, Individually

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

Before me appeared Emily Snyder and Maryanne Weston, individually and on behalf of kür, lessees in the above lease who acknowledged that the execution of this lease was their free act and deed this _____ day of _____, 2014.

_____
Notary Public

THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

This instrument was prepared by:
Leslie B. Brinning, Director of Law
City of Sylvania
4930 Holland-Sylvania Road
Sylvania, Ohio 43560

9a

City Of Sylvania
DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

April 3, 2014

To: The Mayor and Members of Sylvania City Council

Re: **New Cingular Wireless PCS, LLC**

Dear Mr. Mayor and Council Members:

New Cingular Wireless has requested to occupy space for cell tower services on our Burnham Park elevated tank.

The monthly rent effective upon execution by both parties will be $3,431.00 which amounts to an annual receipt of $41,172.00. This amount will increase annually by 3% for twenty years and then 5% for the total twenty five year agreement.

We also will receive an upfront maintenance fee of $75,000.00 as part of the agreement. Please note that the agreement includes a pre-fabricated structure at that base of the tank rather that a fenced in area.

We believe the agreement with New Cingular Wireless is a fair and equitable one.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

9b

ORDINANCE NO. 16 -2014

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 Two Hundred Eighteen

Thousand Five Hundred Eighty-Seven Dollars ($218,587.00); and,

WHEREAS, New Cingular Wireless PCS, LLC has also agreed to contribute a one-time lump sum of $75,000 towards the maintenance of the water tower; 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 Two Hundred Eighteen Thousand Five Hundred Eighty-Seven Dollars ($218,587.00), 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,_____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

Market: NOH/WPA
Cell Site Number: OH5986
Cell Site Name: Sylvania-Monroe & Erie
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 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324, (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. <u>OPTION TO LEASE</u>.

(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, 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 Communication 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 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. <u>TERM.</u>

(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, any annual terms and the Holdover Term are collectively referred to as the Term (**"Term"**).

4. <u>RENT.</u>

(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 Three Thousand Four Hundred Thirty-One and No/100 Dollars ($3,431.00) (**"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.

(b) In year two (2) of the Initial Term, and in every year throughout the Agreement, monthly Rent will increase by three percent (3%) over the monthly Rent paid during the previous year. The above notwithstanding, in the final Extension Term, the monthly rent for each year thereafter will be the monthly rent in effect for the previous year increased by five percent (5.0%), see Rent Schedule attached as **Exhibit 2**.

(c) 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.

(d) In addition, within 60 days after Tenant commences construction, Tenant shall pay to Landlord the sum of Seventy-Five Thousand Dollars ($75,000.00) which shall represent a one-time maintenance fee for the Tower.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant'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 Tenant'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 Landlord.

(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) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. 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 Tenant.

(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 damages. 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 1** 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. 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. 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.

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 tenantable 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. <u>ASSIGNMENT/SUBLEASE.</u> 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. <u>NOTICES.</u>

(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
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

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
208 S. Akard Street
Dallas, Texas 75202-4206

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: Toby Schroyer, Director of Finance

With a copy to:
Leslie B. Brinning, Esq., Director of Law
6730 Monroe Street
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 prepaid Rent 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 prepaid Rent 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. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use.

(b) intentionally omitted

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 part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

(l) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

24. <u>LANDLORD'S LIABILITY FOR MARKING AND LIGHTING STRUCTURE</u>.

(a) Landlord represents, warrants and agrees that the Water Tower and the Property are and will remain during the term of this Agreement in compliance with all federal, state and local laws and regulations applicable to the Water Tower and the Property ("Legal Requirements"), including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Landlord's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement immediately upon written notice to Landlord. Landlord further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Landlord shall forward to

Tenant a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt.

(b) If the Water Tower is subject to the FAA/FCC antenna structure marking and lighting requirements, Landlord agrees (i) to allow Tenant to bridge into Landlord's automatic alarm system ("Alarm") which monitors the lighting of the Water Tower so as to permit a parallel alarm system and Tenant shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Landlord currently does not have an Alarm, to cause to be installed such an Alarm which can accommodate a bridge-in by Tenant, at Landlord's cost and expense, and to allow Tenant, at Tenant's own cost and expense, to bridge into the Alarm and for Tenant to have continuous access to make repairs and inspections to its bridge. Landlord, at its own expense, shall be responsible for 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 Water Tower because the Water Tower 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 Water Tower, and Tenant has reason to believe that the Water Tower 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.

[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, Ohio
an Ohio municipal corporation

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

By: _____
Print Name: Toby Schroyer
Its: Director of Finance
Date: _____

""TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
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 _____, 2014, 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 Toby Schroyer are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor and Director of Finance of the City of Sylvania, an Ohio municipal corporation, respectively, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2014, 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 Property is legally described as follows:

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) AT SITUATED IN BURNHAM ADDITION TO THE VILLAGE OF SYLVANIA, LUCAS COUNTY, OHIO.

The Premises are described and/or depicted as follows:

All that part of Lot 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, described as; Commencing at a found Iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street (60' wide); thence South 02'20'41" East 69.18 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 87'39'19" East 17.00 feet to a point thence South 02'20' 41" East 30.00 feet to a point; thence South 87'39'19" West 17.00 to a point; thence South 87'39'19" West 17.00 feet to a point; thence North 02'20'41" West 30.00 feet to the place of beginning of this description.

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.

EXHIBIT 1

DESCRIPTION OF PREMISES

TOGETHER WITH THE FOLLOWING INGRESS/EGRESS EASEMENT:
A 15.00 foot wide easement for ingress and egress in that part of Lots 22 and 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, the centerline of which is described as; Commencing at a found iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street (60' wide); thence South 02'20'41 East 69.18 feet to a point; thence North 87'39'19" East 8.50 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02'20'41" West 10.33 feet to a point; thence North 22'13'50" East 27.23 feet to a point; thence North 05'20'38" West 10.22 feet to the southerly right of way line of Erie Street (60' Wide) for the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect at angle points and at the southerly right of way line of Erie Street.

TOGETHER WITH THE FOLLOWING UTILITY EASEMENT:
A 5.00 foot wide easement for utilities in that part of Lots 22 and 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, the centerline of which is described as; Commencing at a found iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street(60' Wide); thence South 02'20'41" East 69.18 feet to a point; thence South 02'20'41" East 69.18 feet to a point; thence North 87'39'19" East 13.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 24'13'03" East 7.05 feet to a point; thence North 56'13'31" East 16.49 feet to a point; thence North 47'59'19" East 25.71 feet to a point; thence North 19'49'07" East 44.72 feet to the southerly right of way line of Erie Street (60' Wide) for the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect at angle points and at the southerly right of way line of Erie Street.

EXHIBIT 2

Rent Schedule

EXHIBIT 4

Rent Schedule

1st year	$3431/month
2nd year	$3534/month
3rd year	$3640/month
4th year	$3750/month
5th year	$3862/month
6th year	$3977/month
7th year	$4096/month
8th year	$4219/month
9th year	$4346/month
10th year	$4476/month
11th year	$4610/month
12th year	$4748/month
13th year	$4890/month
14th year	$5037/month
15th year	$5188/month
16th year	$5344/month
17th year	$5504/month
18th year	$5669/month
19th year	$5839/month
20th year	$6014/month
21st year	$6315/month
22nd year	$6631/month
23rd year	$6963/month
24th year	$7311/month
25th year	$7677/month

EXHIBIT 3
MEMORANDUM OF LEASE

Prepared by:
John R. Sindyla, Esq.
Sindyla & Associates
7425 Royalton Road
North Royalton, Ohio 44133

Return to:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Suite 13-F West Tower
Atlanta, GA 30324

Cell Site # OH5986; Cell Site Name: Sylvania-Monroe & Erie
Fixed Asset No: 10146861
State: Ohio
County:Lucas

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between the City of Sylvania, OH, 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 575 Morosgo Drive NE, Suite 13-F West Tower, Atlanta, GA 30324, (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. 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, with four (4) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement

shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"
The City of Sylvania, Ohio,
an Ohio municipal corporation

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

By: _____
Name: Toby Schroyer
Its: Director of Finance
Date: _____

""TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
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 _____, 2014, 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 _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Craig A. Stough and Toby Schroyer are the persons who appeared before me, and said persons 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: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Agreement dated _____, 2014, by and between The City of Sylvania, Ohio, an Ohio municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company as Tenant.

The Property is legally described as follows:

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) AT SITUATED IN BURNHAM ADDITION TO THE VILLAGE OF SYLVANIA, LUCAS COUNTY, OHIO.

The Premises are described and/or depicted as follows: All that part of Lot 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, described as; Commencing at a found Iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street (60' wide); thence South 02'20'41" East 69.18 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 87'39'19" East 17.00 feet to a point thence South 02'20' 41" East 30.00 feet to a point; thence South 87'39'19" West 17.00 to a point; thence South 87'39'19" West 17.00 feet to a point; thence North 02'20'41" West 30.00 feet to the place of beginning of this description.

TOGETHER WITH THE FOLLOWING INGRESS/EGRESS EASEMENT:
A 15.00 foot wide easement for ingress and egress in that part of Lots 22 and 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, the centerline of which is described as; Commencing at a found iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street (60' wide); thence South 02'20'41 East 69.18 feet to a point; thence North 87'39'19" East 8.50 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02'20'41" West 10.33 feet to a point; thence North 22'13'50" East 27.23 feet to a point; thence North 05'20'38" West 10.22 feet to the southerly right of way line of Erie Street (60' Wide) for the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect at angle points and at the southerly right of way line of Erie Street.

TOGETHER WITH THE FOLLOWING UTILITY EASEMENT:
A 5.00 foot wide easement for utilities in that part of Lots 22 and 23, Bunham's Addition, part of the Section 9, Township 9 South, Range 6 East, City of Sylvania, Lucas County, State of Ohio, as recorded volume 19, Page 2, Lucas County Records, the centerline of which is described as; Commencing at a found iron at westerly corner of Lot 30; thence North 84'39'22" East 584.19 feet along southerly right of way of Erie Street(60' Wide); thence South 02'20'41" East 69.18 feet to a point; thence South 02'20'41" East 69.18 feet to a point; thence North 87'39'19" East 13.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 24'13'03" East 7.05 feet to a point; thence North 56'13'31" East 16.49 feet to a point; thence North 47'59'19" East 25.71 feet to a point; thence North 19'49'07" East 44.72 feet to the southerly right of way line of Erie Street (60' Wide) for the place of ending of this centerline description. Sidelines should be lengthened or shortened to intersect at angle points and at the southerly right of way line of Erie Street.

10a

City Of Sylvania
DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

April 3, 2014

To: The Mayor and Members of Sylvania City Council

Re: **ODOT Salt Bid**

Dear Mr. Mayor and Council Members:

The Ohio Department of Transportation (ODOT) has advised us that they will receive bids for the 2014-2015 supply of rock salt on or about May 8, 2014. They plan to provide opportunities for a Summer Fill Contract and a Winter Use Contract.

It is our intention to purchase a total of 1,400 tons between the two contracts; 600 tons in the Summer Fill and 800 tons in the Winter Use contracts respectfully.

We hereby request authorization to participate in the ODOT Cooperative Purchasing Program for the quantities listed above.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

10b

ORDINANCE NO. __20__-2014

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE OF THE CITY OF SYLVANIA, OHIO, TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF ROADWAY DE-ICING SALT; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles; and,

WHEREAS, the City of Sylvania, along with Townships, other municipalities, County Engineers, Port Authorities, Transit Authorities and State Colleges has been invited to participate with the Ohio Department of Transportation in the purchase of road de-icing salt for the coming winter season; and,

WHEREAS, the Director of Public Service, by report dated April 3, 2014, has recommended that the City of Sylvania participate in the State of Ohio contract for roadway de-icing salt; and,

WHEREAS, the City of Sylvania has participated in the State of Ohio contract for roadway de-icing salt for 2011, 2012 and 2013.

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 to enter into, on behalf of this City, a Purchasing Services Contract with the Ohio Department of Transportation in the form and substance of said "Exhibit A."

SECTION 2. As a participant in this agreement, the City of Sylvania agrees:

A. To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision for the Winter Use contract and 100% of salt requested for the Summer Fill contract exclusively from the

vendor awarded the rock salt contract for the county in which said political subdivision is located.

B. To be bound by the terms and conditions of the contract as set forth in the attached "Exhibit A."

C. To be responsible for payment directly to the vendor for the quantities purchased under the contract.

D. To hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in a contract pursuant to Ohio Revised Code Section 5513.01(B).

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 City should indicate its participation in the Ohio Department of Transportation's roadway de-icing salt purchasing contract 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, _____, 2014 as an emergency measure.

_____
President of Council

ATTEST:

APPROVED AS TO FORM:

_____
Clerk of Council

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

Ohio Department of Transportation- Office of Contract Sales, Purchasing Services
Cooperative Purchasing Program Participation Agreement- Sodium Chloride (Rock Salt)

(PLEASE NOTE: YOU MAY CHOOSE TO PARTICIPATE IN EITHER OR BOTH CONTRACTS)

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt to be procured by the ODOT through two separate contracts (a summer fill and winter use). A summer fill contract (Contract #418-15) that shall commence upon the date of contract award (May 8th estimated award date) and expire on October 31, 2014, and a Winter use contract (Contract #018-15) that shall commence November 1, 2014 and expire May 31, 2015;

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now, Therefore, Be it Ordained, Intending to be Legally Bound That _____

(Authorized Agent of Political Subdivision)

Hereby Requests Authority in The Name of City of Sylvania

(Political Subdivision)

Lucas County

(County where Political Subdivision is located)

To participate in the Ohio Department of Transportation's Contract(s) for Rock Salt and Agrees:

1. To be bound by the terms and conditions of contracts 018-15 (Winter use) and 418-15 (Summer fill);
2. To be responsible for purchasing at minimum 90% of the total tonnage requested for your political subdivision (applies to 018-15 Winter use contract only);
3. To be responsible for purchasing the total tonnage amount (100%) of salt requested for the Summer Fill contract (418-15) only withstanding if the awarded vendor delivers within the time constraints set forth in the contract.
4. To be responsible for placing all orders for salt directly with the awarded vendor;
5. To be responsible for prompt payment directly to the vendor for quantities delivered under the contract(s);
6. To be responsible for resolving all disputes arising out of participation in the contract(s) and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract(s) pursuant to Ohio Revised Code Section 5513.01(b);

MINIMUM TONNAGE REQUEST= 22 Tons (1 Truckload)

418-15 Summer Fill Contract- (100% of tonnage guaranteed) (Contract award date-October 31, 2014)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (must purchase 100%)
6845 Sylvania-Metamora	3,600 ton	600 ton
018-15 Winter Use Contract- 90/110% (Min/Max Tonnage) (Nov 1, 2014-May 31, 2015)		
STOCKPILE LOCATION(S):	STOCKPILE CAPACITY:	TONS REQUIRED: (90/110% min/max)
6845 Sylvania Metamora	3,600 ton	800 ton

(Continued)

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up and winter season, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

_____
(Authorized Agent's Original Signature and Title) (Cannot be typed) *(Date)*

_____
(Print Exactly as Signed Above)

_____
(Political Subdivision and County)

_____
(Street) *(P.O. Box)*

_____
(City) *(State)* *(Zip plus 4)*

_____
(Contact Name Responsible for Ordering Salt) *(Phone Number)*

_____
(E-Mail Address) (This email address will be used to contact your entity for participation in future salt contracts)

_____
(E-Mail Address)

COMPLETED PARTICIPATION AGREEMENT AND RESOLUTION/ORDINANCE DUE BACK TO ODOT NO LATER THAN Tuesday APRIL 8TH. WE WILL ONLY BE ACCEPTING COMPLETED PARTICIPATION AGREEMENTS BY MAIL OR EMAIL (NO FAXES):

Email this completed participation agreement along with a resolution/ordinance adopted by your legislative body to: contracts.purchasing@dot.state.oh.us

or

Mail completed participation agreements along with resolutions/ordinances to:

Ohio Department of Transportation
Purchasing Services, Mail Stop 4110
Attn: Jim Schurch
1980 West Broad St.
Columbus, OH 43223

11

ORDINANCE NO. 17 -2014

PROVIDING FOR THE CONTROLLING BLIGHT AND DISEASE OF SHADE TREES AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHT-OF-WAY OF THE CITY OF SYLVANIA; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE, BY AND THROUGH THE PROPER OFFICERS OF SAID CITY TO DO SAID WORK DURING THE YEAR 2013; ESTABLISHING ONE DISTRICT FOR SAID PURPOSE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 727.011 OF THE REVISED CODE OF OHIO; PROVIDING FOR THE ASSESSMENT OF THE COST AND EXPENSE THEREOF UPON ABUTTING PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, it is immediately urgent and necessary that work is authorized for the purpose of controlling blight and disease of shade trees and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2014;

WHEREAS, the City Forester, through the Director of Public Service has recommended to Council the removal or special treatment of shade trees and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2014 in accordance with plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council.

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

SECTION 1. That it is hereby declared necessary and conducive to public health, convenience and welfare to remove and provide special treatment for shade trees for the purpose of controlling blight and disease of same, and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania during the year 2014. That for said purpose there is hereby established one (1) district which shall include all territory within and coextensive with the boundaries of the City of Sylvania, pursuant to the provisions of Section 727.011 of the Revised Code of Ohio.

SECTION 2. That the work of such removal or special treatment of shade trees for the purpose of controlling blight and disease of same and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania shall be done within said district, as herein set forth, and through the proper officers of the City of Sylvania; and such officers be, and they hereby are, authorized and directed to purchase required materials; to purchase or rent the necessary tools, machinery and appliances; to employ the necessary labor to do said work all in accordance with the plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council for inspection of all persons interested, which said plans, estimates and schedules, including approximate present estimates of the cost of said work, is in the aggregate sum of Two Hundred Forty-Three Thousand, Five Hundred Seventeen Dollars and 74/100 ($243,517.74).

SECTION 3. That said cost and expense of removal or special treatment of shade trees for the purpose of controlling blight and disease of same and for planting, maintaining, trimming and removing shade trees in and along the streets and within public right-of-way of the City of Sylvania in the amount of Two Hundred Forty-Three Thousand, Five Hundred Seventeen Dollars and 74/100 ($243,517.74) shall be specially assessed by the front foot upon all of the lots and lands abutting and bounding upon each of said streets and public right-of-way in said district in the amount of thirty-five cents (35¢) per front foot as provided in Section 727.011 of the Ohio Revised Code, which said lots and lands are hereby determined to be specially benefitted by said work in the amount equal to the amount specially assessed against each such lot and land. The cost of said work shall include acquisition of the necessary materials, tools, machinery and appliances, the wages for the necessary labor, the cost of said plans, estimates and schedules, cost of publication and mailing of notices, and cost of this Ordinance, costs of the preparation, levy and collection of special assessments and interest on notes issued in anticipation of the levy and collection of the special assessments together with all other necessary expenditures.

SECTION 4. That the special assessment so to be levied on said lots and lands shall be paid in one (1) installment in the manner provided in the case of special assessments pursuant to Section 727.01 of the Ohio Revised Code.

SECTION 5. That to provide a fund out of which shall be paid the assessed cost and expense of said work, bonds or notes or certificate of indebtedness of the City of Sylvania are hereby authorized to be issued and sold in anticipation of the levy and collection of said assessments.

SECTION 6. That the Director of Finance has prepared and filed in the Office of the Clerk of Council a list of the special assessments, pursuant to this Ordinance, and this Council finds and determines that such special assessments are in proportion to the special benefit derived by each property against which such assessments are to be levied and are not in excess of any statutory limitation.

SECTION 7. That, pursuant to Ohio Revised Code Section 727.14, the Clerk of Council is hereby directed to give notice of the passage of this Ordinance by publication of such notice once a week for two (2) consecutive weeks, and as to an owner of any lot or parcel of land the assessment upon which is estimated to exceed Two Hundred Fifty Dollars ($250.00), the Clerk of Council is hereby directed to serve such notice in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. Objections to estimated assessments must be filed, in writing with the Clerk of Council within two (2) weeks after completion of the notice hereby required. An owner who fails to file an objection shall be

deemed to have waived any objection. Any and all properly filed objections to estimated assessments shall be considered by Council at its first regular Council meeting held more than two (2) weeks after the completion of the notice hereby required and the estimated assessments so objected to shall at such meeting, be adjusted by Council by motion or other action reflected in the journal of the minutes of Council. Council, after adjusting such estimated assessments or, after the time for filing objections without any properly filed objections having been timely filed, may, by Ordinance, levy such estimated assessments and adjusted estimated assessments, as the case may be. No notice shall be required other than as herein required.

SECTION 8. That the method, manner, consideration and procedure for such shade tree work is hereby approved and this Council hereby determines the method, manner and procedure for levying assessments for such shade tree work to be as set forth in this Ordinance.

SECTION 9. 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 10. 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 11. 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 provision should be made immediately to provide for tree maintenance and therefore this Ordinance should be effective forthwith. 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, _____, 2014 as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

12

ORDINANCE NO. 18 -2014

PROVIDING FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, CLEANING AND ENCLOSING OPEN DRAINAGE DITCHES LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SYLVANIA; AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE, BY AND THROUGH THE PROPER OFFICERS OF SAID CITY TO DO SAID WORK DURING THE YEAR 2014; ESTABLISHING ONE DISTRICT FOR SAID PURPOSE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 727.012 OF THE REVISED CODE OF OHIO; PROVIDING FOR THE ASSESSMENT OF THE COST AND EXPENSE THEREOF UPON ABUTTING PROPERTY; AND DECLARING AN EMERGENCY.

WHEREAS, it is immediately urgent and necessary that work is authorized for the purpose of constructing, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2014;

WHEREAS, the Director of Public Service has recommended to Council the construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City of Sylvania during the year 2014 in accordance with plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council.

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

SECTION 1. That it is hereby declared necessary and conducive to public health, convenience and welfare to construct, maintain, repair, clean and enclose open drainage ditches located within the corporate limits of the City of Sylvania during the year 2014. That for said purpose there is hereby established one (1) district which shall include all territory within and coextensive with the boundaries of the City of Sylvania, pursuant to the provisions of Section 727.012 of the Revised Code of Ohio.

SECTION 2. That the work of such construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the district of the City shall be done within said district, as herein set forth, and through the proper officers of the City of Sylvania; and such officers be, and they hereby are, authorized and directed to purchase required materials; to purchase or rent the necessary tools, machinery and appliances; to employ the necessary labor to

do said work all in accordance with the plans, estimates and schedules therefore heretofore prepared and now on file in the Office of the Clerk of Council for inspection of all persons interested, which said plans, estimates and schedules, including approximate present estimates of the cost of said work, is in the aggregate sum of Two Hundred Forty-Three Thousand, Five Hundred Seventeen Dollars and 74/100 ($243,517.74).

SECTION 3. That said cost and expense of construction, maintaining, repairing, cleaning and enclosing open drainage ditches located within the corporate limits of the City in the amount of Two Hundred Forty-Three Thousand, Five Hundred Seventeen Dollars and 74/100 ($243,517.74) shall be specially assessed by the front foot upon all of the lots and lands abutting and bounding upon each of said streets and public right-of-way in said district in the amount of thirty-five cents (35¢) per front foot as provided in Section 727.012 of the Ohio Revised Code, which said lots and lands are hereby determined to be specially benefitted by said work in the amount equal to the amount specially assessed against each such lot and land. The cost of said work shall include acquisition of the necessary materials, tools, machinery and appliances, the wages for the necessary labor, the cost of said plans, estimates and schedules, cost of publication and mailing of notices, and cost of this Ordinance, costs of the preparation, levy and collection of special assessments and interest on notes issued in anticipation of the levy and collection of the special assessments together with all necessary expenditures.

SECTION 4. That the special assessment so to be levied on said lots and lands shall be paid in one (1) installment in the manner provided in the case of special assessments pursuant to Section 727.01 of the Ohio Revised Code.

SECTION 5. That to provide a fund out of which shall be paid the assessed cost and expense of said work, bonds or notes or certificate of indebtedness of the City of Sylvania are hereby authorized to be issued and sold in anticipation of the levy and collection of said assessments.

SECTION 6. That the Director of Finance has prepared and filed in the Office of the Clerk of Council a list of the special assessments, pursuant to this Ordinance, and this Council finds and determines that such special assessments are in proportion to the special benefit derived by each property against which such assessments are to be levied and are not in excess of any statutory limitation.

SECTION 7. That, pursuant to Ohio Revised Code Section 727.14, the Clerk of Council is hereby directed to give notice of the passage of this Ordinance by publication of such notice once a week for two (2) consecutive weeks, and as to an owner of any lot or parcel of land the assessment upon which is estimated to exceed Two Hundred Fifty Dollars ($250.00), the Clerk of Council is hereby directed to serve such notice in the same manner as service of summons in civil cases, or by certified mail addressed to such owner at his last known address or to the address to which tax bills are sent, or by a combination of the foregoing methods. Objections to estimated assessments must be filed, in writing with the Clerk of Council within two (2) weeks after completion of the notice hereby required. An owner who fails to file an objection shall be deemed to have waived any objection. Any and all properly filed objections to estimated assessments shall be considered by Council at its first regular Council meeting held more than two (2) weeks after the completion of the notice hereby required and the estimated assessments so objected to shall at such meeting, be adjusted by Council by motion or other action reflected in the journal of the minutes of Council. Council, after adjusting such estimated assessments or, after the time for filing objections without any properly filed objections having been timely filed, may, by Ordinance, levy such estimated assessments and adjusted estimated assessments, as the case may be. No notice shall be required other than as herein required.

SECTION 8. That the method, manner, consideration and procedure for such drainage ditch work is hereby approved and this Council hereby determines the method, manner and procedure for levying assessments for such drainage ditch work to be as set forth in this Ordinance.

SECTION 9. 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 10. 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 11. 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 repair, cleaning, construction and maintenance of drainage ditches should be provided for immediately and therefore this Ordinance should be effective forthwith. 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, _____, 2013, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

13a

City Of Sylvania
DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

April 4, 2014

To: The Mayor and Members of Sylvania City Council

Re: **Sylvania-Metamora Multi-Use Path**

Dear Mr. Mayor and Council Members:

Both the City and Lucas County have been proactive in providing walking and bike paths to encourage alternative means of transportation and healthy exercise.

The County has initiated this project in an effort to close some existing gaps in the path network.

A short section of the project is within the City limits, the area between Summerplace Drive and Centennial Road. The project will provide a continuous path from downtown Sylvania to Kilburn Road. Future phases will include a path along Kilburn Road which will permit a resident to begin in downtown Sylvania and walk/bike to Secor Metropark.

Accordingly, we are being requested to provide funding for the portion in the City in a not-to-exceed amount of $10,000. We believe this to be a worthwhile project and request approval of the attached agreement.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

136

ORDINANCE NO. 19 -2014

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT COOPERATION AGREEMENT ON BEHALF OF THIS CITY OF SYLVANIA WITH THE BOARD OF LUCAS COUNTY COMMISSIONERS, AND THE BOARD OF COMMISSIONERS OF THE OLANDER PARK SYSTEM FOR THE SYLVANIA-METAMORA ROAD MULTI-USE PATH PROJECT; APPROPRIATING $10,000 FOR SAID PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, in order to accommodate bicycle, pedestrian, other non-motorized traffic and vehicular traffic on Sylvania-Metamora Road, improvements are needed to pave 0.60 miles of gaps, install pavement markings and erect signage to guide users on the existing multi-use path between Kilburn Road and Centennial Road; and,

WHEREAS, portions of the path are located in Sylvania and Richfield Townships and the City of Sylvania; and,

WHEREAS, this Joint Cooperation Agreement provides for cooperation among the Board of Lucas County Commissioners, the Board of Commissioners of The Olander Park System and the City of Sylvania to construct the Sylvania-Metamora Road Multi-use Path Project between Kilburn Road and Centennial Road; and,

WHEREAS, the Director of Public Service, in a report dated April 4, 2014, has recommended the approval of this Joint Cooperation Agreement and indicated that it is estimated that the City's share of the project cost is $10,000.

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, on behalf of the City of Sylvania, Ohio, to enter into a Joint Cooperation Agreement for the purpose constructing the Sylvania-Metamora Road Multi-use Path Project between Kilburn Road and Centennial Road.

SECTION 2. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 110-7320-51294, Special Projects,** the total sum of Ten Thousand Dollars ($10,000.00).

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 Joint Cooperation Agreement should be entered into forthwith. 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED AS TO FORM:

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

14

City Of Sylvania
DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

April 7, 2014

To: The Mayor and Members of Sylvania City Council

Re: Arbor Way Sanitary Sewer

Dear Mr. Mayor and Council Members:

Construction drawings for the above-mentioned project are now complete and ready to be bid. This project consists of installing 1,033 feet of 8" sanitary sewer and the necessary appurtenances including pavement widening and resurfacing on Arbor Way between Silvertown Drive and Whiteford Road.

The estimated cost for this project is $263,315.

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

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

15a

City Of Sylvania
DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

April 3, 2014

To: The Mayor and Members of Sylvania City Council

Re: **Municipal Bridge Inspection**

Dear Mr. Mayor and Council Members:

The Ohio Department of Transportation (ODOT) is offering assistance regarding required annual bridge inspection. The program is designed to better offer consistent, effective inspections and will be fully funded by ODOT.

We believe this to be a worthwhile program to participate in and request approval of the attached consent legislation.

Please call if you have any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service
KGA/dsw

6730 MONROE STREET • SYLVANIA, OHIO 43560-1948 • (419) 885-8965 • FAX (419) 885-0486
www.cityofsylvania.com

15b

RESOLUTION NO. __6__ -2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA CONSENTING TO THE CITY'S PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S MUNICIPAL BRIDGE INSPECTION PROGRAM; AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO EXECUTE CONTRACTS AS REQUIRED; AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Transportation ("ODOT") is launching a new bridge inspection program to help municipalities across the state achieve full compliance with the Federal Highway Administration's bridge metrics; and,

WHEREAS, the program will start around July 1, 2014 and will be fully funded by ODOT; and,

WHEREAS, the program will provide Bridge Inspection Program Services including, but not limited to, bridge load rating calculations, scour assessments, bridge inspections, and fracture critical plan development.

NOW, THEREFORE BE IT RESOLVED 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 to apply to the OPWC for funds as described above and to enter into contracts with the Director of Transportation as necessary to complete the above described project.

SECTION 2. Being in the public interest, the City of Sylvania hereby gives consent to the Director of Transportation to complete the above described project.

SECTION 3. The City of Sylvania shall cooperate with the Director of Transportation in the above-described project as follows: The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract now on file with the Clerk of Council. The City of Sylvania agrees to pay 100% of the cost of those features not included in scope of services.

SECTION 4. The City of Sylvania agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION 5. It is hereby found and determined that for all formal actions of this Council concerning and relating to the passage of this Resolution 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 6. That the Clerk of Council is hereby directed to post a copy of this Resolution 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 7. That this Resolution 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 City should indicate its desire to participate in the Bridge Management System project to promote highway safety and therefore this Resolution should be made effective immediately. Provided this Resolution 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

APPROVED AS TO FORM:

_____
Clerk of Council

_____
Director of Law

APPROVED:

_____
Mayor

_____
Date

16

Resolution

NO. 7 -2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA COMMENDING THE SYLVANIA NORTHVIEW HOCKEY TEAM ON ITS 2013-2014 OHIO HIGH SCHOOL ATHLETIC ASSOCIATION DIVISION I CO-CHAMPIONSHIP; AND DECLARING AN EMERGENCY.

WHEREAS, on March 8, 2014, the Sylvania Northview Wildcats Hockey Team battled Cleveland St. Ignatius for the hockey state championship; and,

WHEREAS, after a record-setting 101 minutes, including seven overtime periods, and with the score tied 1-1, state and school officials halted the game and declared the teams co-champions; and,

WHEREAS, these young men have been a source of community pride, upholding the best in today's youth with their sportsmanship, dedication, enthusiasm and hard work; and,

WHEREAS, contributing to the team's championship season were **David Marsh, Colton Lulfs, Troy Geer, Zach Doner, Brad Crandall, Jacob Koback, Sulimain Mustapha, Ben Suchomma, Yaseen Mustapha, Cody Estrel, Hunter Fritz, Kooper Carter, Brendan Pierson, Drew Beattie, Caleb Rau, Bailey Breitigam, Josh Koback, Zack Galecki, Jared Hilou, Alec Thompson, Ian Clement, Adam Felser, Preston Due, and Jarred Wulf**; and,

WHEREAS, congratulations also to **Head Coach Mike Jones, Assistant Coaches Doug Carter, Steve Elliott, Jeremy Snyder, and Trainer Kevin Kross** whose talent, enthusiasm and dedication led their team to an outstanding season; and,

WHEREAS, this Council commends all of the athletes, coaches, parents and students on their hard work and congratulates them on their achievement.

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

SECTION 1. That, on behalf of this Council, the Mayor and all the Citizens of the City of Sylvania, you, **THE SYLVANIA NORTHVIEW WILDCATS HOCKEY TEAM**, are hereby commended for your championship 2013-2014 season.

SECTION 2. That the Clerk of Council is hereby directed to present **THE SYLVANIA NORTHVIEW WILDCATS 2013-2014 HOCKEY TEAM** with a certified copy of this Resolution and to proudly post a copy of this Resolution 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 Resolution 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 this Resolution is a necessary step in commending the Sylvania Northview Wildcats for their championship hockey season, and therefore this Resolution should be effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

OTHER MEMBERS OF COUNCIL:

_____

_____

_____

_____

_____

APPROVED:

_____
Mayor

_____
Date

APPROVED AS TO FORM:

_____
Director of Law

Resolution

NO. 9-2014

A RESOLUTION OF THE COUNCIL OF THE CITY OF SYLVANIA COMMENDING SYLVANIA SOUTHVIEW HIGH SCHOOL'S COUGARETTES DANCE TEAM ON ITS HIP HOP DIVISION STATE CHAMPIONSHIP IN THE OHIO ASSOCIATION OF SECONDARY SCHOOL ADMINISTRATORS STATE CHEERLEADING AND DANCE TEAM COMPETITION; AND DECLARING AN EMERGENCY.

WHEREAS, the 2014 Ohio Association of Secondary School Administrators State Cheerleading and Dance Team Championship was held March 16, 2014 at the Stroh Center on Bowling Green State University campus; and,

WHEREAS, Sylvania Southview High School's Cougarettes Dance team finished first in the Hip Hop Division and second in the Pom and Jazz Division at the State Cheerleading and Dance Team Competition; and,

WHEREAS, congratulations to **Lauren Gant, Dayna Dionyssiou, Stephanie Meyer, Emily Micsko, Cassie Potter, Aubrie Hattendorf, Kayla Kreinbrink, Alyssa Brutlag, Sally Micsko, Bailey Platz, Taylor Bush and Gabby Ide,** the members of the Cougarettes Dance Team, for their outstanding performance at the State Championship; and,

WHEREAS, congratulations also to coach **Adrienne Salon** whose talent, creativity, enthusiasm and dedication led her team to a State Championship in the Hip Hop Division and a second place finish in the Pom and Jazz Division.

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

SECTION 1. That this Council recognizes the accomplishments and talents of the Sylvania Southview High School Cougarettes Dance team and their achievements in earning a State Championship in the Hip Hop Division and a second place finish in the Pom and Jazz Division.

SECTION 2. That the Clerk of Council is hereby directed to present **THE SYLVANIA SOUTHVIEW HIGH SCHOOL COUGARETTES DANCE TEAM** with a certified copy of this Resolution and to proudly post a copy of this Resolution 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 Resolution 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 this Resolution is a necessary step in commending the Sylvania Southview Cougarettes Dance Team for their outstanding performance at the OASSA State Cheerleading and Dance Team Championship and therefore this Resolution should be effective immediately. Provided this Resolution receives the affirmative vote of five (5) or more members elected to Council, 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, _____, 2014, as an emergency measure.

_____
President of Council

ATTEST:

_____
Clerk of Council

APPROVED:

_____
Mayor

_____
Date

APPROVED AS TO FORM:

_____
Director of Law

OTHER MEMBERS OF COUNCIL:

_____

_____

_____

_____

_____

_____

A

City of Sylvania

DIVISION OF TAXATION

CHRISTY M. GOLIS, COMMISSIONER OF TAXATION

April 2, 2014

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
March 31, 2014	$669,468.47	$49,048.91	$620,419.56
March 31, 2013	$629,658.73	$23,902.19	$605,756.54
Monthly Difference	$39,809.74	$25,146.72	$14,663.02
Year to Date 2014	$2,224,991.18	$58,653.13	$2,166,338.05
Year to Date 2013	$2,158,172.14	$54,380.17	$2,103,791.97
Yearly Difference	$66,819.04	$4,272.96	$62,546.08
			2.97%

Respectfully submitted,

Christy M. Golis

Christy M.Golis
Tax Commissioner

c: Mr. Toby Schroyer, Finance Director

B

City of Sylvania
Bank Reconciliation
March 2014

CHECKBOOK BALANCE	
Ending balance for Feb 2014	$ 20,004,264.78
Add: Monthly Receipts	2,985,897.27
Subtotal	$ 22,990,162.05
Less: Monthly Disbursements	1,697,588.32
Ending balance for Mar 2014	$ 21,292,573.73
Less:	
Certificates of Deposit	$ (2,000,000.00)
Star Ohio	(76,953.90)
Petty Cash (1)	(2,050.00)
Cemetery Savings	(1,062.86)
Toledo Community Fund	(29,236.45)
PNC MoneyMarket	(1,027,861.60)
Key Bank Securities	(1,007,901.70)
5/3rd Securities	(7,115,681.06)
SJS Account	(4,208,725.40)
Morgan Stanley Investment	(2,000,000.00)
Sylvania Township Bonds	(625,000.00)
	$ 3,198,100.76
Less:	
Adj - 2/2014 Estate Tax	(1,000.00)
	$ 3,197,100.76

(1)

Division of Public Service	$ 150.00
Department of Finance	100.00
Division of Water	600.00
Division of Police	200.00
Municipal Court	700.00
Division of Taxation	150.00
Divisiion of Forestry	150.00
Petty Cash Balance	$ 2,050.00

BANK BALANCE	
EOM 5/3rd Bank Balance	$ 3,503,235.02
Dep in Transit - Income Tax	1,202.86
Subtotal	$ 3,504,437.88
Less: Outstanding Checks (2)	307,337.12
Adjusted Bank Balance	$ 3,197,100.76

(2)

Feb Outstanding Checks	$ 489,810.45
Checks written this month	795,934.24
Subtotal	$ 1,285,744.69
Checks Cleared	(978,407.57)
Feb Outstanding Checks	$ 307,337.12

Toby Schroyer
Director of Finance, City of Sylvania

LUCAS COUNTY

Board of County Commissioners
Carol Contrada
President
Tina Skeldon Wozniak
Pete Gerken

Jody L. Balogh
Clerk of the Board

March 28, 2014

Ms. Sharon Bucher
Clerk of Council
City of Sylvania
6730 Monroe Street
Sylvania, OH 43560

Re: Annexation Petition No. 2013-7
Portions of Sylvania Township
to the City of Sylvania

Dear Ms. Bucher:

Enclosed is a certified copy of Resolution No. 14-276 granting the above-referenced annexation petition. If there are no appeals filed within 30 days, I will send you a complete record of the proceedings.

If you have any questions, please give me a call.

Sincerely,

Jody L. Balogh, Clerk

/jlb
Enclosure

One Government Center • Suite 800 • Toledo, Ohio 43604-2259
(419) 213-4511 http://co.lucas.oh.us Fax: (419) 213-4532
An Equal Opportunity Employer

Date: March 25, 2014 **Resolution No. 14-276**

Title: Hearing and Approval of Annexation Petition 2013-7, 1.700± Acres of Real Estate in Sylvania Township to the City of Sylvania (Parcels 78-11924 and 78-11944)

Department/Agency: Commissioners

Contact: Jody L. Balogh, Clerk of the Board or John Borell, Prosecutor's Office

Summary/Background: There was filed with this Board on November 10, 2013, a petition for the annexation by a majority of the owners of approximately 1.700± acres of land, more or less, of real estate in Sylvania Township to the City of Sylvania by James A. Moan, Esq., agent for the petitioners. The petitioners requested that the territory be annexed pursuant to the annexation procedures contained in *O.R.C.* 709.02

By Resolution 13-1076 dated December 17, 2013, this Board accepted the filing of Annexation Petition 2013-7 and set the hearing date of February 25, 2014.

On Monday, February 24, 2014, the Clerk of the Board was notified by the agent for the petitioners that due to a publication error, the legal notice for this annexation hearing was not published. In order to meet the statutory requirements, this hearing must be rescheduled. It was recommended that March 25, 2014 at 10:00 a.m. is set as the new date and time for the hearing. Notice of this change was sent to Agent for the Petitioners, the City of Sylvania, and Sylvania Township.

On March 25, 2014, at 10:06 a.m., Commissioner Contrada opened the hearing pursuant to, and in accordance with, *O.R.C.* 709.03 (A) and 709.032 (B); Commissioner Skeldon Wozniak and Commissioner Gerken were present. The notice of this public hearing was published on March 14, 2014 in the Toledo Legal News. The affidavit of the proof of publication was provided by the agent for the petitioners.

The agent for the petitioners, Leslie B. Brinning for James E. Moan, Esq., was present. Ms. Brinning stated the technical requirements of said annexation and affirmed that said annexation meets the requirements set forth in, and was filed in accordance with *O.R.C.* 709.02.

Mr. John Zeitler, Sylvania Township Administrator, was present.

Mr. John Borell, Prosecuting Attorney, was present. Mr. Borell reviewed the whole record and stated that this petition has met all of the statutory requirements set forth in O.R.C. 709.02.

No one spoke in opposition to the annexation. The hearing was closed at 10:09 a.m

Budget Impact: N/A

Statutory Authority/ORC: 709.02

Commissioner Contrada offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. This Board, based upon a preponderance of the substantial, reliable, and probative evidence on the whole record, hereby makes the following findings fact:

a. The petition meets all of the requirements set forth in, and was filed in, the manner provided in *O.R.C.* 709.02;

b. The persons who signed the petition are the owners or real estate located in the territory proposed to be annexed;

c. The number of valid signatures on the petition constitutes a majority of the owners of real estate in the territory as of the date that the petition was filed;

d. The City of Sylvania, has, pursuant to *O.R.C.* 709.03(D), adopted an ordinance that includes a statement indicating what services it will provide and an approximate date that it will provide the services to the territory to be annexed, upon annexation;

e. The territory is not unreasonably large;

f. On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted; and

g. No street or highway will be divided or segmented by the boundary line between the Township and the City as to create a road maintenance problem, or, if a street or highway will be so divided or segmented, the City of Sylvania has agreed, as a condition of the annexation, that it will assume the maintenance of that street or Highway;

Section 2. The petition to annex 1.700± acres of real estate in Sylvania Township to the City of Sylvania (Parcels 78-11924 and 78-11944) is hereby granted.

Section 3. The Clerk of the Board is hereby directed to deliver a certified copy of this resolution to the clerk of the Sylvania City Council, the Sylvania Township Clerk, and the agent for Petitioners.

Section 4. If after the expiration of thirty days from the date of this resolution no appeal has been filed, the Clerk of the Board is directed to deliver a certified copy of the entire record of the annexation proceedings to the auditor or clerk of the municipality.

Section 5. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public to the extent required by law.

Section 6. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Contrada voted yes
Commissioner Skeldon Wozniak voted yes
Commissioner Gerken voted yes

Jody L. Balogh, Clerk

I hereby certify that the foregoing is a true and exact copy of Resolution No. 14-276 duly passed by the Board of County Commissioners, Lucas County, Ohio, at its meeting on March 25, 2014
Clerk of County Commissioners