

EMERGENCY RESOLUTION NO. 58-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED SITE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND SPRINTCOM, INC. FOR THE PURPOSES OF RELOCATING CERTAIN EQUIPMENT LOCATED ON THE WATER TANK LOCATED AT MOUND CEMETERY AND DECLARING AN EMERGENCY.

WHEREAS, the City finds it necessary to resurface the water tank located at Mound Cemetery upon which SprintCom, Inc. has equipment located on; and

WHEREAS, said equipment is required to be moved from the sides of the water tank and relocated to the top of the water tank.

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

SECTION 1: The City Manager is hereby authorized to enter into an amended site agreement by and between the City of Monroe and SprintCom, Inc. for the purposes of relocating certain agreement located on the water tank located at Mound Cemetery. The terms and conditions of said agreement are pursuant to Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize this agreement at the earliest possible date to avoid any delay in the maintenance of the water tank and avoid further deterioration. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: September 25, 2018

ATTEST:



Clerk of Council

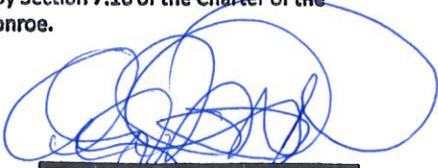
APPROVED:



Mayor

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

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



Clerk of Council
City of Monroe, Ohio

SECOND AMENDMENT TO SITE AGREEMENT

This Second Amendment to SITE AGREEMENT (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain SITE AGREEMENT dated December 13, 2004, between SprintCom, Inc., a Kansas Corporation ("Sprint PCS"), and City of Monroe, an Ohio Municipal Corporation ("Owner"), as amended by FIRST AMENDMENT TO SITE AGREEMENT dated March 30, 2006 (collectively, the "**Agreement**").

BACKGROUND

WHEREAS the Owner finds it necessary to resurface its proprietary water tank upon which Sprint PCS is located in accordance with the Site Agreement; and

WHEREAS, in order to properly and safely facilitate resurfacing of the water tank through painting and maintenance requires that Sprint PCS immediately move its equipment off the sides of the water tank and permanently relocate that equipment to a newly installed handrail assembly at the top pf the water tank; and

WHEREAS, for the consideration described herein, Sprint PCS is willing to modify the terms of the Agreement and immediately move its equipment off the sides of the water tank and permanently relocate that equipment to a newly installed handrail assembly at the top pf the water tank; and

WHEREAS, Sprint PCS desires to modify its installation on the Site by moving antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto

WHEREAS, the City of Monroe, via action of its City Council has acknowledged and approved the modifications to the Agreement and Sprint PCS attachment to the water tank site as described herein through the passage of Emergency Resolution on September ____, 2018; and

WHEREAS, Sprint PCS and Owner desire to modify certain provisions of the Agreement and Sprint PCS occupancy and use of the water tank site all as provided for herein below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Owner and Sprint PCS agree as follows:

1. **Premises and Use.** Section 1 of the Agreement is hereby deleted and replaced with the following:

- (a) Land consisting of approximately 500 square feet for construction of base station equipment
- (b) Building interior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- (c) Building exterior space consisting of approximately _____ square feet for placement of shelters and/or base station equipment;
- (d) Building exterior space consisting of approximately 17,500 square inches ("Surface Area") for attachment of antennas and such other equipment and facilities as Sprint PCS may from time to time determine are necessary or desirable for the operation of its communications network. The Surface Area calculation: Sum of length x width of all antenna and auxiliary components that are not installed in the shelter and/or base equipment space listed above. For Cylinders use length x diameter to calculate surface area. For round MW dishes use formula to calculate the area of a circle;
- (e) Tower space between the 140' foot and 150' foot level on the tower for attachment of antennas and such other equipment and facilities to the installed handrail assembly as Sprint PCS may from time to time determine are reasonably necessary or desirable for the operation of its communications network all as described on Exhibit A-1;

as well as such additional space in risers, conduits and other spaces as Sprint PCS may, with Owner's prior approval and consent, determine is required for cable runs to connect its equipment and antennas or to bring utilities from Owner's telco, power and/or any other utility sources, and together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of a grounding system, and for access to the appropriate source of electric, telephone, fiber optic and other utilities, in the discretion of Sprint PCS (the "Site"), which may generally be depicted on Exhibit A-1. In the event that Sprint PCS's equipment or facilities are located in or on a building, the Site shall include but not be limited to such additional space in the building's equipment room(s) or other spaces used for the installation and operation of telecommunications, utility and electronic systems as Sprint PCS may determine are necessary or appropriate for use in Sprint PCS's communications system, all subject to Owner's prior approval and consent. The Site, with Owner's prior approval and consent, may be used by Sprint PCS (and/or any of its affiliated entities) for the purpose of installing, removing, upgrading, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antennas, remote radio units, radios, transmitters, combiners, filters microwave dishes, microwave radios (ODU), and such other communications equipment and facilities as Sprint PCS may from time to time deem advisable, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable

to the Site, an antenna support structure (the "Facilities"). All of the Facilities will remain Sprint PCS's personal property and are not fixtures. Sprint PCS will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week upon notice served via telephone to the Monroe Public Works Director (513-727-8953) during normal business hours and notice to the Monroe Police Dispatch (513-539-9234) during all other times, at no additional cost or expense to Sprint PCS. Sprint PCS acknowledges and understands that Owner's site is part of a regional public drinking water supply system and that the ensuring the safety and security of the water system is operations is of critical importance to Owner and Sprint PCS will make all efforts to ensure that Owner can provide for the safety and security of the site and the public drinking water supply system

2. **Modification to the Site.** Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and is not deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this Amendment, Sprint PCS is permitted to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Site, all as more fully described and contemplated in Exhibit B.

3. **Modification to Rent.** Section 3 of the Agreement is amended by adding the following:

Owner's water tank requires painting/maintenance to be conducted. This painting/maintenance requires certain assistance from Sprint PCS. In lieu of providing Sprint PCS any economic assistance for the costs and expenses, associated with such painting/maintenance and as full and satisfactory consideration for Sprint PCS efforts to assist with the painting/maintenance, Owner will fully abate Sprint PCS's rent from December 13, 2018 through December 12, 2019 at \$3,030.43 per month rate for a total abatement of \$36,365.16. Thereafter, Sprint will continue paying rent at the set rate then in effect under the Agreement.

4. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

The parties have executed this Amendment as of the Effective Date.

Owner:
City of Monroe, an Ohio Municipal Corporation

SprintPCS:
SprintCom, Inc., a Kansas Corporation

By: _____
William J. Brock, City Manager

By: _____
Printed Name: _____
Title: _____
Date: _____

