

**RESOLUTION R-2017 -18**

**A RESOLUTION AUTHORIZING AN ADDENDUM TO THE EXISTING LEASE WITH SPRINTCOM, INC. FOR SPACE ON THE VILLAGE CELL TOWER.**

WHEREAS, the Village of Windham has previously entered into a lease with Sprintcom, Inc. under which Sprintcom, Inc. obtains non-exclusive rights to use the existing Village Cell Tower located at 9219 Horn Road, within the Village of Windham: and

WHEREAS, the Council of the Village of Windham has determined that it is appropriate to enter into an addendum to the existing lease with Sprintcom., Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Windham, Portage County, Ohio, two thirds or more of the members thereto elected concurring that:

Section 1: The Mayor and the Fiscal Officer are authorized to enter into an addendum to the existing lease with Sprintcom, Inc. in substantial conformity with the attached Exhibit “A”.

Section 2: It is hereby found and determined that all 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed in Council	First Reading	October 24, 2017
	Second Reading	November 28, 2017
	Third Reading	December 19, 2017

Vote of Council:     Ayes: 6  
                              Nays: 0

ATTEST:

APPROVED:

\_\_\_\_\_  
Fiscal Officer, Cheree M. Taylor

\_\_\_\_\_  
Deborah Blewitt, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Solicitor, Thomas Reitz

**FIRST AMENDMENT TO PCS SITE AGREEMENT**

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of \_\_\_\_\_, 201\_\_ ("Effective Date"), by and between Village of Windham ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom").

**BACKGROUND**

Pursuant to a PCS Site Agreement dated February 6, 1998 ("Agreement"), Owner leased to SprintCom a certain portion of real property located at 9219 Horn Road, Village of Windham, County of Portage, State of Ohio, as more particularly described in Exhibit A to the Agreement ("Site").

Owner and SprintCom desire to amend the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used herein unless otherwise expressly stated.

**AGREEMENT**

The parties agree as follows:

- 1. **Term.** Paragraph 2 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 2 to the contrary, the current term of the Agreement will expire on February 5, 2018. Commencing on February 6, 2018, the term of the Agreement ("New Initial Term") is sixty (60) months. The Agreement will be automatically renewed for up to three (3) additional terms (each an "Additional Renewal Term") of sixty (60) months each. Each Additional Renewal Term will be deemed automatically exercised without any action by either party unless SprintCom gives written notice of its decision not to exercise any options to Owner before expiration of the then current term. All references in the Agreement to Renewal Terms shall include the New Initial Term and the Additional Renewal Terms.

- 2. **Rent.** Paragraph 3 of the Agreement is amended by adding the following:

Notwithstanding anything set forth in Paragraph 3 to the contrary, effective February 6, 2018, the rent shall be paid in equal monthly installments of One Thousand Four Hundred Eighty-Six and 65/100 Dollars (\$1,486.65), and shall continue during the term (until increased as set forth herein), partial months to be prorated, in advance ("Rent"). Thereafter, the Rent for each Additional Renewal Term will be increased on the commencement of each Additional Renewal Term by fifteen percent (15%) of the rental rate in effect for the prior term.

- 3. **Notices.** Paragraph 6 of the Agreement is deleted in its entirety and replaced with the following:

"All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, must be in writing and will be deemed to have been

Owner initials: \_\_\_\_\_

SprintCom initials: \_\_\_\_\_

delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested or deposited with an overnight courier service for next-day delivery to the parties at the following addresses (the addresses may be changed by either party by giving written notice).

Owner: Village of Windham  
ATTN: Fiscal Officer  
9083 North Main Street  
Windham, OH 44288

SprintCom: SprintCom, Inc.  
Sprint Property Services  
Site ID: CL03XC116  
Mailstop KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

with a copy to: Sprint Law Department  
Attn: Real Estate Attorney  
Site ID: CL03XC116  
Mailstop KSOPHT0101-Z2020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020"

4. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

Owner initials: \_\_\_\_\_

SprintCom initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Effective Date.

**Owner:**

**SprintCom:**

**Village of Windham**

**SprintCom, Inc., a Kansas corporation**

**By:** \_\_\_\_\_  
(please use blue ink)

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Name: Silvia J. Lin

**Title:** \_\_\_\_\_

Title: Manager, Real Estate

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(please use blue ink)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Witnesses:

Witnesses:

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Owner initials:** \_\_\_\_\_

**SprintCom initials:** \_\_\_\_\_