

## ORDINANCE 11-18-O

### AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO "RENEWAL OF LEASE AGREEMENT" WITH R.G. SOUND & COMMUNICATIONS, INC. FOR REAL PROPERTY FOR A TOWER, GUY WIRES, AND GUY ANCHORS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Celina owns land located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, State of Ohio (the "property") which has a tower upon it; and

WHEREAS, the City of Celina and RG Sound & Communications, Inc. ("RG Sound") have entered in to a twenty (20) year lease regarding the property over the years, most-recently pursuant to a lease dated September 8, 1998 (a copy of which is attached and labeled as **Exhibit A**, which is fully-incorporated herein by reference), which was reaffirmed between the parties through an "Addendum to Lease Agreement" dated August 3, 2007 (a copy of which is attached and labeled as **Exhibit B**, which is fully-incorporated herein by reference); and

WHEREAS, RG Sound currently rents the property at a rate of Three Thousand Eight Hundred and xx/100 Dollars (\$3,800.00), payable in quarterly installments; and

WHEREAS, the September 8, 1998 lease expires on March 31, 2018; and

WHEREAS, the tower upon the property is not of a structure as to support cellular or similar equipment, but is rather only able to be used for its current use of providing "repeater service" for farming and commercial businesses, and as such the tower in its current state has lesser commercial value due to technological advancements; and

WHEREAS, RG Sound has expressed a desire to renew its lease regarding the rental of the property, under the terms and conditions set forth in greater detail in the attached **Exhibit C** entitled "Renewal of Lease Agreement" which is attached hereto and fully-incorporated herein by reference, including the new rental payments being reduced to an annual rental payment of Three Thousand and xx/100 Dollars (\$3,000.00) as a result of the antiquated and limited use of the tower, with said annual rental fee being payable in quarterly installments beginning with the execution of the Renewal of Lease Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Celina, County of Mercer, State of Ohio:

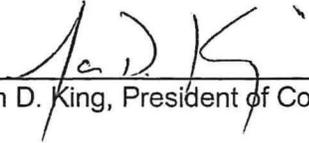
#### SECTION ONE

THAT, Council hereby approves of the terms and conditions of the agreement attached and labeled as **Exhibit C**, with this renewal period being from April 1, 2018 through March 31, 2023, and hereby authorizes the Safety-Service Director to sign the same, and to further take any and all action(s) necessary to effectuate the intent of Council.

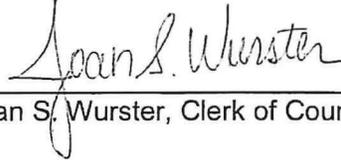
#### SECTION TWO

THAT this Ordinance shall be declared an emergency measure immediately necessary for the preservation of the public peace, safety, and welfare, such emergency arising out of the necessity to renew the aforementioned lease prior to the expiration date of March 31, 2018. NOW, THEREFORE, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor at the earliest period allowed by law.

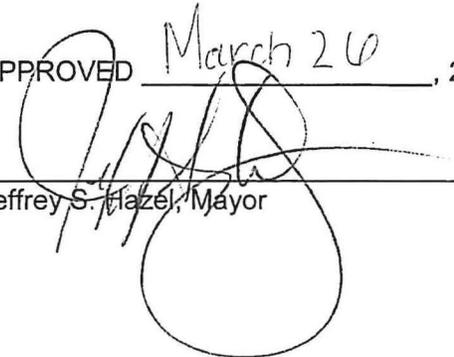
PASSED this 26<sup>th</sup> day of March, 2018

  
\_\_\_\_\_  
Jason D. King, President of Council

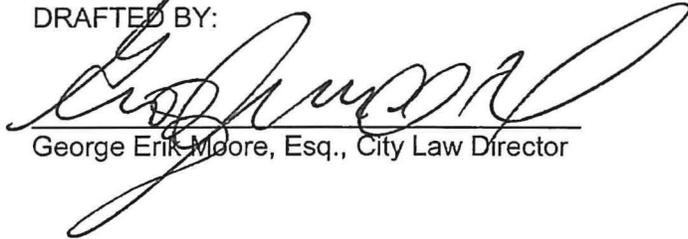
ATTEST:

  
\_\_\_\_\_  
Joan S. Wurster, Clerk of Council

APPROVED March 26, 2018

  
\_\_\_\_\_  
Jeffrey S. Hazel, Mayor

DRAFTED BY:

  
\_\_\_\_\_  
George Erik Moore, Esq., City Law Director

## LEASE

This Agreement, made and entered into this 8th day of September 1998, by and between the City of Celina, Ohio, hereinafter called "LESSOR" and R.G. Sound and Communications, Inc., an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822, its successors and assigns, hereinafter called "LESSEE", witnesseth;

1. That the Lessor does hereby lease, demise and let unto the Lessee the following described parcel of land:

Located in the Southwest quarter (1/4) of the Northeast quarter (1/4) of Section thirty six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, being more particularly described as follows:

Being a circular parcel having a radius of fifty (50) feet, the center of said circle being also the center of the base of a radio antenna situated on said parcel, said center being 217.5 feet South and 375.8 feet East of a point formed by the intersection of the North line of the Southwest quarter of the Northeast Quarter of said Section 36 and the East line of the Penn Central right-of-way.

Also three rectangular parcels ten (10) feet wide and three hundred seventy-five (375) feet long extending out from the center of said radio antenna, the centerline of said parcels being the vertical projection of the three (3) sets of guy wires supporting the antenna for the purpose of maintaining an antenna tower.

Beginning at the Southwest property corner of the Celina City Landfill property, said point also being the intersection of the East line of the Penn Central right-of-way and the North line of the Summit Street right-of-way; thence Northwest along the West property line of said property, a distance of 1199 ± feet; thence Northeast perpendicular to the West property line, a distance of 271 ± feet to the center of the base of a radio antenna; thence Southeast parallel to the West property line, a distance of 20 feet; thence Southwest perpendicular to the West property line, a distance of 251 ± feet; thence Southeast parallel to the West property line, a distance of 1187 ± feet to a point on the North line of the Summit Street right-of-way; thence West along the North right-of-way line to the point of beginning, for the purposes of maintaining a utility easement.

Lessor further grants Lessee right of ingress and egress over the established roadways existing upon Lessor's property.

2. To have and hold the same with the appurtenances, unto said Lessee for and during the full-term of twenty (20) years from the 1st day of April 1998 until the 31st day of March 2018.

3. Lessee agrees to pay Lessor as rent for the premises for the term of the lease the sum of Three thousand and eight hundred dollars (\$3,800.00) per year payable in equal quarterly

Lease, City of Celina to  
R.G. Sound and Communications, Inc.

installments commencing with the execution of this agreement. Lessee further agrees to pay all taxes assessed on the lease premises due to improvements erected by Lessee thereon, whether or not such taxes are levied against Lessee or against Lessor.

4. Lessee agrees that upon termination of this agreement Lessee shall remove all equipment and appurtenances owned by Lessee on Lessor's property. This lease may be canceled and terminated by either party, without penalty, at any time, upon giving written notice of termination to the other party. The cancellation and termination shall be effective within one hundred eighty (180) days of the receipt of notice by the other party.

5. Lessor reserves the right to utilize all lands around the guy anchors and under the guy wires for any appropriate purpose consistent with Lessee's use of the leased premises.

6. Lessee shall use the lease premises so as not to interfere with the use of other property of Lessor.

7. Lessee shall indemnify, protect, and hold Lessor harmless from and against claims, liabilities, losses and physical damages to property and bodily injury or death to persons, including payments made under any workmen's compensation law, which may arise out of or be caused by Lessee's use of the leased premises or its activities under this lease, or by any act of Lessee, its agents, servants or employees. Lessee will maintain insurance to protect Lessor and Lessee, each as named insured, from and against all claims, demands, actions, costs, expense, and liabilities, which may arise or result, including all costs, expenses and legal fees which Lessor may have to pay.

8. The Lessee shall obtain any appropriate permits required by law for the construction or maintenance of equipment on said premises and shall pay all utility charges assessed or to be assessed against such operation.

9. The Lessee further agrees to perform, fully obey and comply with all the ordinances, rules, regulations and laws of all public

Page 3 of 4 pages  
Lease, City of Celina to  
R.G. Sound and Communications, Inc.

authorities, boards and officers relating to said premises, or the improvements thereon, or to the use thereon, or to the use thereof, and further not to use or occupy, or suffer or permit any person or body to use or occupy said premises, or any part thereof, for any purpose or use in violation of any law, statute or ordinance, whether Federal, State or Municipal, during the term of this lease.

10. Lessor hereby covenants and agrees that they will not use nor will they permit their remaining property to be utilized in any manner which could interfere with Lessees' intended use of the leased premises, that is, for the transmission and/or reception of television, radio and other electrical signals.

11. The lease is binding upon the successors and assigns of the parties hereto.

12. Lessee shall have the right to transfer and assign all its rights and obligations under this lease and in the premises and improvements referred to in this agreement, and the transfer or assignment shall be in all respects recognized by the lessor.

13. None of the terms, conditions, covenants or agreements of this Lease shall in any manner be altered, waived, changed or abandoned except by a writing duly executed and delivered by the parties hereto.

14. Lessor shall "grub out" the area leased within six (6) months of the date of this agreement. Thereafter, maintenance of any growth of vegetation on the lease premises shall be the responsibility of the lessee.

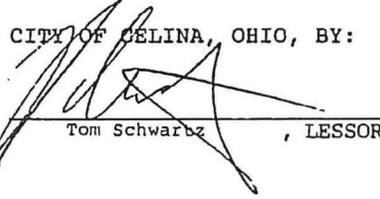
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

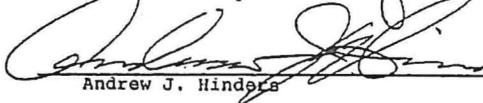
Signed and acknowledged in the presence of:

Signed in the presence of:

CITY OF CELINA, OHIO, BY:

  
Bonita R. Knapschaefer

  
Tom Schwarz, LESSOR

  
Andrew J. Hinder

Page 4 of 4 pages  
Lease, City of Celina to  
R.G. Sound and Communications, Inc.

Signed in the presence of:

R.G. SOUND AND  
COMMUNICATIONS, INC., BY:

  
Larry Seals

  
Andy Godwin, LESSEE

  
Bonita R. Knapschaefer

Approved:

\_\_\_\_\_  
Kevin M. McKirnan,  
City Law Director

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,  
personally appeared the above named City of Celina, Ohio, by  
Tom Schwartz, who acknowledged that he did sign  
the foregoing instrument and that the same is his free act and  
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal at Celina, Ohio, this 8th day of September 1998.

ANDREW J. HINDERS, Attorney At Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

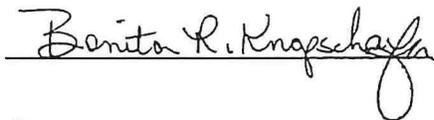


ANDREW J. HINDERS, Attorney At Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 R.C.

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,  
personally appeared the above named R.G. Sound and Communications,  
Inc. by Andy Godwin, who acknowledged that he did sign the  
foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal at Celina, Ohio, this 8th day of September 1998.



BONITA R. KNAPSCHAEFER  
Notary Public, State of Ohio  
My Commission Expires November 5, 1998  
Recorded in Mercer County

This instrument prepared by: Andrew J. Hinders, Hinders and  
Hinders, 110 West Market Street, Celina, Ohio 45822 (419) 586-4441

## ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 3rd day of August, 2007, by and between the **City of Celina**, an un-chartered municipality, 426 W. Market Street, Celina, Ohio 45822 (hereinafter "City") and the **RG Sound and Communications, Inc.**, an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822 (hereinafter "RG Sound").

### WITNESSETH:

WHEREAS, the City owns a certain of real property located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, and State of Ohio; and

WHEREAS, the City and RG Sound have entered into a twenty year lease agreement for this property dated September 8, 1998 wherein RG agreed to pay rent on the property in the amount of Three Thousand, Eight Hundred and No/100 Dollars (\$3,800.00) per year in quarterly installments; and

WHEREAS, the City and RG Sound have entered into an agreement whereas the City rents sound equipment from RG, for use at various public events held at Lake Shore Park, for the sum of Seven Hundred and No/100 Dollars (\$700.00) per month for three months, for a total of Two Thousand and One Hundred and No/100 Dollars (\$2,100.00) per year; and

WHEREAS, the parties agree to apply the cost of renting the sound equipment directly to the annual cost of leasing the real property and set this agreement in writing pursuant to Paragraph Thirteen (13) of the Lease dated September 8, 1998.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, IT IS AGREED AS FOLLOWS:

1. The Lease dated September 8, 1998 by and between the City and RG Sound shall remain in full force and effect.
2. In lieu of accepting cash payment due RG Sound from the City for rental of sound equipment, the rent for the real property as described in the Lease dated September 8, 1998 shall be reduced by the amount due and owing RG by the City, that being Two Thousand and One Hundred and No/100 Dollars (\$2,100.00), leaving a balance of rent due in the year 2007, from RG Sound to the City of Celina, Ohio, in the amount of One Thousand Seven Hundred and No/100 Dollars (1,700.00).
3. The City acknowledges RG has already paid the sum of Nine Hundred and Fifty and No/100 Dollars (\$950.00) in rent for the year 2007, leaving a balance due of Seven Hundred and Fifty and No/100 (\$750.00) due in rent for the year 2007, pursuant to the Lease dated September 8, 1998. RG Sound agrees to pay that rent on or before December 31, 2007.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

Karen E. Smith  
Witness -  
Jina Freeman  
Witness -

RG Sound and Communications, Inc.

Andy Godwin  
By: Andy Godwin, President

Karen E. Smith  
Witness -  
Jina Freeman  
Witness -

The City of Celina:  
Jeffrey S. Hazel  
By: Jeffrey S. Hazel  
Safety Service Director

Approved as to Form:

Kevin M. McKirnan  
Kevin M. McKirnan  
City Law Director

STATE OF OHIO, COUNTY OF MERCER, SS:



Sworn to before me and subscribed in my presence by RG Sound and Communications, Inc. on this 3 day of August, 2007.  
Notary Public - State of Ohio  
Commission Expires May 7, 2012  
Recorded in Mercer County

Lucinda Grier  
Notary Public

STATE OF OHIO, COUNTY OF MERCER, SS:

Sworn to before me and subscribed in my presence by the City of Celina, by Safety Service Director Jeffrey S. Hazel, on this 3 day of August, 2007.



LUCINDA GRIER  
Notary Public - State of Ohio  
commission expires May 7, 2012  
Recorded in Mercer County

Lucinda Grier  
Notary Public

**RENEWAL OF LEASE AGREEMENT**

**THIS RENEWAL OF LEASE AGREEMENT ("Renewal")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the **City of Celina, Ohio**, an un-charted Ohio municipal corporation, 225 North Main Street, Celina, Ohio 45822 (hereinafter "City") and **RG Sound and Communications, Inc.**, an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822 (hereinafter "RG Sound") (collectively the "parties"), and is a renewal of a lease entered into by and between the parties dated September 8, 1998.

**WITNESSETH:**

WHEREAS, the City owns certain real property located in the Southwest Quarter of the Northeast Quarter of Section thirty-six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, County of Mercer, and State of Ohio (the "property"); and

WHEREAS, the City and RG Sound have previously entered into a twenty (20) year lease agreement for the property dated September 8, 1998 wherein RG Sound agreed to pay rent on the property in the amount of Three Thousand Eight Hundred and xx/100 Dollars (\$3,800.00) per year in quarterly installments; and

WHEREAS, the tower upon the property is not of a structure as to support cellular or similar equipment, but is rather only able to be used for its current use of providing "repeater service" for farming and commercial businesses, and as such the tower in its current state has lesser commercial value due to technological advancements; and

WHEREAS, as a result of this antiquated and limited use of said tower upon the property, the parties have agreed to modify the rental payment for the renewal to Three Thousand and xx/100 Dollars (\$3,000) annually, payable in equal monthly installments, for a period of five (5) years commencing April 1, 2018 and ending March 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED AS FOLLOWS:

1. The lease dated September 8, 1998 by and between the City and RG Sound shall remain in full force and effect except as modified herein.

2. The modified term of the lease shall be from April 1, 2018 to March 31, 2023.
3. RG Sound agrees to pay the City as rent for the property the sum of Three Thousand and xx/100 Dollars (\$3,000.00) per year payable in equal quarterly installments commencing with the execution of this agreement.
4. In the event that the property is used for anything other than its now-current use of having a tower used exclusively for "repeater service for farming and commercial business", the previous annual rental rate of Three Thousand Six Hundred and xx/100 Dollars (\$3,600.00) shall be automatically re-imposed for the entire duration of this Renewal of Lease period.

**{THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK}**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written:

RG Sound and Communications, Inc.

\_\_\_\_\_  
Witness: \_\_\_\_\_  
\_\_\_\_\_  
Print name

\_\_\_\_\_  
By: Andy Godwin, *President*

\_\_\_\_\_  
Witness: \_\_\_\_\_  
\_\_\_\_\_  
Print name

The City of Celina:

\_\_\_\_\_  
Witness: \_\_\_\_\_  
\_\_\_\_\_  
Print name

\_\_\_\_\_  
By: Thomas J. Hitchcock,  
*Safety-Service Director*

\_\_\_\_\_  
Witness: \_\_\_\_\_  
\_\_\_\_\_  
Print name

Drafted by:

\_\_\_\_\_  
George Erik Moore, Esq.,  
*Law Director for  
City of Celina, Ohio*

Sworn and subscribed in my presence by RG Sound and Communications, Inc., by and through its President, Andy Godwin, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Sworn and subscribed in my presence by the City of Celina, by  
and through its Safety-Service Director, Thomas J. Hitchcock,  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public