

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 – 28

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT WITH FIBER OPTIC MANAGEMENT LLC, DBA TURNKEY NETWORK SOLUTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of North Baltimore (“Village”) owns property at 1234 South Dixie Highway, North Baltimore, Ohio, which is leased to Fiber Optic Management LLC, DBA TurnKey Network Solutions (“Tenant”) under an agreement dated September 1, 2024; and

WHEREAS, the Parties wish to amend the Lease to extend the term and clarify rent obligations; and

WHEREAS, Council finds approval of the First Amendment to be in the best interests of the Village and necessary to avoid continued month-to-month tenancy beyond September 2025.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of North Baltimore, Wood County, Ohio:

SECTION 1.
Council hereby approves the First Amendment to the Commercial Lease Agreement, extending the term from October 1, 2025, through September 30, 2026, at a rent of Two Thousand Five Hundred Dollars (\$2,500.00) per month, continuing thereafter on a month-to-month basis until terminated in accordance with its terms.

SECTION 2.
The Village Administrator is authorized and directed to execute said First Amendment, in substantially the form attached hereto as Exhibit A, and to take all actions necessary to carry out this Ordinance.

SECTION 3. Emergency Clause.
This Ordinance is declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, specifically to prevent continued month-to-month tenancy beyond September 2025. It shall take effect immediately upon passage by Council and approval by the Mayor.

The motion to adopt the foregoing ordinance was moved by Member _____ and seconded by Member _____.

EMERGENCY CLAUSE VOTE	VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____	YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this 9th day of September 2025.

_____ Dee Hefner, President of Council	_____ Aaron Patterson, Mayor
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Attest:

Becky Walter, Clerk-Treasurer

Exhibit A

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This First Amendment to Commercial Lease Agreement (“Amendment”) is made and entered into as of the 1st day of October, 2025, by and between:

Landlord: Village of North Baltimore, with a mailing address of 205 North Main Street, North Baltimore, OH 45872 (“Landlord”)

and

Tenant: Fiber Optic Management LLC, DBA TurnKey Network Solutions, with a mailing address of 7020 Southbelt Drive SE, Caledonia, MI 49316 (“Tenant”).
Collectively, the Landlord and Tenant shall be known as the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Commercial Lease Agreement dated September 1, 2024 (the “Agreement”) for the premises located at 1234 S Dixie Hwy, North Baltimore, OH; and

WHEREAS, the Parties desire to amend the Agreement in order to extend the lease term and clarify the rent obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section IV – Term of Lease

Section IV of the Agreement is hereby deleted in its entirety and replaced with the following:

“IV. TERM OF LEASE. The term of this Agreement shall be extended for a period of twelve (12) months commencing on October 1, 2025, and expiring on September 30, 2026 (“Extended Term”). After the expiration of the Extended Term, this Agreement shall automatically continue on a month-to-month basis upon the same terms and conditions set forth herein, except as modified by this Amendment, until such time that either Party provides sixty (60) days advance written notice of termination of the Agreement.”

2. Clarification of Section VI – Rent

The Parties agree that the monthly rent of Two Thousand Five Hundred Dollars (\$2,500.00) shall continue without change throughout the Extended Term and during any subsequent month-to-month tenancy, subject to the payment and due dates set forth in Section VI of the Agreement.

3. No Other Changes

Except as expressly amended by this Amendment, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Commercial Lease Agreement as of the date first written above.

Landlord’s Signature: _____ **Date:** _____

Print Name: _____

Tenant’s Signature: _____ **Date:** _____

Print Name: _____