

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2026 – 37

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A SECOND 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, leased to Fiber Optic Management LLC, DBA TurnKey Network Solutions (“Tenant”), under a Commercial Lease Agreement dated September 1, 2024, as amended; and

WHEREAS, the Parties desire to extend the fixed lease term through September 30, 2028, and increase monthly rent from \$2,500.00 to \$2,625.00, beginning with the first payment due after October 13, 2026.

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

SECTION 1. Council hereby approves the Second Amendment to the Commercial Lease Agreement, extending the fixed lease term from October 1, 2026, through September 30, 2028, and increasing monthly rent to \$2,625.00 beginning with the first payment due after October 13, 2026. All other terms shall remain in effect.

SECTION 2. The Village Administrator is hereby authorized to execute the Second Amendment, substantially in the form attached hereto as Exhibit A, and take all necessary actions to implement this Ordinance.

SECTION 3. This Ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Village. The emergency arises from the need to ensure continuity in the administration of Village-owned property and avoid unnecessary delays in executing the agreement. Council finds no public benefit in delaying execution and recognizes the additional rental revenue as beneficial to the Village. Accordingly, this Ordinance shall take effect and be in full force immediately upon passage.

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

VOTE ON ADOPTION YEAS _____ NAYS _____ ABSTAIN _____

ADOPTED this _____ day of _____, 2026.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest: _____
Mason Davis, Clerk of Council

ORDINANCE NO. 2026 – 37: EXHIBIT A

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

This Second Amendment to Commercial Lease Agreement (“Second Amendment”) is made and entered into as of _____, 2026 (“Effective Date”), 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 entered into a First Amendment to Commercial Lease Agreement effective October 1, 2025, extending the fixed lease term through September 30, 2026, after which the Agreement continues on a month-to-month basis unless terminated in accordance with its terms; and

WHEREAS, the Parties desire to extend the fixed lease term through September 30, 2028, and increase monthly rent to \$2,625.00, beginning with the first payment due after October 13, 2026.

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, as previously amended, 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 twenty-four (24) months commencing on October 1, 2026, and expiring on September 30, 2028 (“Second Extended Term”). After the expiration of the Second 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 the First Amendment and this Second Amendment, until such time that either Party provides sixty (60) days’ advance written notice of termination of the Agreement.”

2. Amendment to Section VI – Rent

The monthly rent shall increase from Two Thousand Five Hundred Dollars (\$2,500.00) to Two Thousand Six Hundred Twenty-Five Dollars (\$2,625.00), commencing with the first monthly rental payment due after October 13, 2026.

The first monthly rental payment due after October 13, 2026, shall be \$2,625.00. This amount shall remain in effect throughout the remainder of the Second Extended Term and during any subsequent month-to-month tenancy, subject to the payment and due dates established in Section VI of the Agreement.

Any monthly rental payment due on or before October 13, 2026, shall remain at the existing rate of \$2,500.00.

3. Confirmation of Section X – Early Termination Right

The Parties acknowledge and agree that Section X of the Agreement remains in full force and effect, including the right of either Party to terminate the Agreement at any time prior to the expiration of the

then-current term for any reason or no reason by providing the other Party at least ninety (90) days’ advance written notice of termination.

4. No Other Changes

Except as expressly amended by the First Amendment and this Second 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 Second Amendment to Commercial Lease Agreement as of the Effective Date stated above.

LANDLORD:	TENANT:
Village of North Baltimore	Fiber Optic Management LLC DBA TurnKey Network Solutions
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: Village Administrator	Title: _____
Date: _____	Date: _____