

PUBLIC NOTICE

Recent orders and directives from the Ohio Attorney General and the Ohio Department of Health, as well as the safety directives from the President and Center for Disease Control regarding health risks posed by COVID-19, compel the City of North Canton to take unprecedented actions to continue the business of government while limiting gatherings so as to prevent the spread of COVID-19. Accordingly, in this limited circumstance, where the Governor has declared a state of emergency and the Director of the Ohio Department of Health is limiting gatherings to prevent the spread of COVID-19, the City shall hold its public meetings via teleconference; all other requirements of Ohio's Open Meetings Act, R.C. 121.22, shall be fulfilled.

Meeting agendas shall provide instructions for the public on how they may hear the discussions and deliberations of all members of the public body, and in certain circumstances, address the public body themselves. Instructions to hear and perhaps participate in the meeting described below are as follows:

FOR THOSE WISHING TO WATCH:

The meeting will be livestreamed via the City's YouTube page. The stream can be access at the link below and will begin at approximately 6:55pm on Monday March 23, 2020.

https://youtu.be/Zvo_rDBKU7Y

FOR THOSE WISHING TO PARTICIPATE IN PUBLIC SPEAKS:

If you would like to participate in public speaks please email a request to the Council clerk at citycouncil@northcantonohio.gov with your name, email and telephone number **no later than 3:00 PM Monday March 23, 2020**.

Due to the limitations of the conference technology being utilized there are a limited number of individuals that can be added to the meeting. Once your email has been received the clerk will contact you with information on how to join the meeting. Members of the public wishing to participate will be called to speak in the order requests are received by Council's office.

**NORTH CANTON CITY COUNCIL NOTICE
SPECIAL COMMITTEE OF THE WHOLE AGENDA
Monday, March 23, 2020**

North Canton City Council will meet as a Committee of the Whole, **Monday, March 23, 2020**, immediately following the 7:00 p.m. City Council meeting.

Items to be discussed:

1. Community and Economic Development Committee

Chairperson: Daryl Revoldt
Vice Chairperson: Mark Cerreta
Doug Foltz
Dominic Fonte
Daniel Peters
Matthew Stroia
Stephanie Werren

- (a) An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and LMD Realty, LLC, for the real property located at 825 South Main Street, and declaring the same to be an emergency.
- (b) An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and Insight Realty, LLC, for the real property located at 1605 Portage Street NW, and declaring the same to be an emergency.

2. Personnel & Safety Committee

Chairperson: Daniel Peters
Vice Chairperson: Dominic Fonte
Mark Cerreta
Doug Foltz
Matthew Stroia
Stephanie Werren
Daryl Revoldt

- (a) Continue discussion of amending the City's employee handbook.
- (b) An ordinance amending Section 24. AUTHORIZED MANPOWER of Ordinance No. 10-89, Police Personnel Ordinance, as amended, to authorize an additional Radio Dispatcher A & B, so as to ensure an emergency service best practice is implemented by providing two Radio Dispatchers A & B per shift, and declaring the same to be an emergency.
- (c) An ordinance amending CHAPTER 135, DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICE, specifically Section 135 Personnel, Subsections 135.03(a) and (b), of the Codified Ordinances of the City of North Canton, for the purpose of reducing the expense of increased part-time services, which includes unintended costs involving mandatory healthcare premiums and overtime expenses, by increasing the maximum limit of full-time Emergency Medical Technician-Paramedics from no more than eight, to no more than nine, repealing all legislation inconsistent herewith, and declaring the same to be an emergency.

3. Water, Sewer & Rubbish Committee

Chairperson: Mark Cerreta
Vice Chairperson: Daryl Revoldt
Doug Foltz
Dominic Fonte
Matthew Stroia
Daniel Peters
Stephanie Werren

An ordinance authorizing the Mayor, on behalf of the City of North Canton, to enter into an agreement to amend the North Water Tower Lease Agreement between the City ("Landlord") and New Cingular Wireless PCS, LLC ("Tenant").

4. Adjourn

North Canton City Council
Community and Economic Development Committee

Ordinance No. - 2020

An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and LMD Realty, LLC, for the real property located at 825 South Main Street, and declaring the same to be an emergency.

WHEREAS, the North Canton Tax Incentive Review Council ("TIRC") met Monday, March 16, 2020, and has analyzed applicable historical data, and as a result, recommends the City continue the CRA agreement between the City and LMD Realty, LLC, for the real property located at 825 South Main Street; and

WHEREAS, the Ohio Development Services Agency requires a comprehensive CRA report be filed with its office regarding the real property described above, no later than March 31, 2020.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That based upon the TIRC's recommendations, the City shall continue the CRA agreement between the City and LMD Realty, LLC, for the real property located at 825 South Main Street.
- Section 2. That a copy of this ordinance shall be forwarded to the Ohio Development Services Agency.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to timely file a comprehensive CRA report with the Ohio Development Services Agency regarding the real property described above, no later than March 31, 2020; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2020

Stephan B. Wilder, Mayor

Signed: _____, 2020

Attest:

Benjamin Young, Clerk of Council

North Canton City Council
Community and Economic Development Committee

Ordinance No. - 2020

An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and Insight Realty, LLC, for the real property located at 1605 Portage Street NW, and declaring the same to be an emergency.

WHEREAS, the North Canton Tax Incentive Review Council ("TIRC") met Monday, March 16, 2020, and has analyzed applicable historical data, and as a result, recommends the City continue the CRA agreement between the City and Insight Realty, LLC, for the real property located at 1605 Portage Street NW; and

WHEREAS, the Ohio Development Services Agency requires a comprehensive CRA report be filed with its office regarding the real property described above, no later than March 31, 2019.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That based upon the TIRC's recommendations, the City shall continue the CRA agreement between the City and Insight Realty, LLC, for the real property located at 1605 Portage Street NW.
- Section 2. That a copy of this ordinance shall be forwarded to the Ohio Development Services Agency.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to timely file a comprehensive CRA report with the Ohio Development Services Agency regarding the real property described above, no later than March 31, 2020; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2020

Stephan B. Wilder, Mayor

Signed: _____, 2020

Attest:

Benjamin Young, Clerk of Council

145 N. Main Street
North Canton, Ohio 44720
Office Phone: (330) 499-8223
Fax: (330)305-0603
pdeorio@northcantonohio.gov



Patrick A. De Orio
Director of Administration
CITY OF NORTH CANTON

Agenda Request

To: Daniel J. Peters, Council President
Date: January 29, 2020
Subject: Adoption of Updated Employee Manual

I am requesting consideration of the Updated Employee Manual to begin on February 3, 2020. No legislation is requested at this time. The manual is being provided for your review on your own time and we will place it back on Council's agenda on March 16, 2020 for discussion and legislative action.

EMERGENCY REQUESTED: YES NO

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "P. De Orio", is written over the signature line.

Patrick A. De Orio

North Canton City Council
Personnel and Safety Committee

Ordinance No. - 2020

An ordinance amending Section 24. AUTHORIZED MANPOWER of Ordinance No. 10-89, Police Personnel Ordinance, as amended, to authorize an additional Radio Dispatcher A & B, so as to ensure an emergency service best practice is implemented by providing two Radio Dispatchers A & B per shift, and declaring the same to be an emergency.

WHEREAS, increasing the maximum number of Radio Dispatchers A & B from six to seven will aid in implementing an emergency service best practice and help prevent a scenario with only a single Radio Dispatcher A & B on duty, and thereby delay and limit essential emergency services to City residents and guests.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That increasing the maximum number of Radio Dispatchers A & B from six to seven will aid in implementing an emergency service best practice and help prevent a scenario with only a single Radio Dispatcher A & B on duty, and thereby delay and limit essential emergency services to City residents and guests.

Section 2. That Section 24. AUTHORIZED MANPOWER of Ordinance No. 10-89, Police Personnel Ordinance, as amended, be and the same is hereby amended to read as follows:

Section 24. AUTHORIZED MANPOWER:

That the total number of persons to be employed by the Police Department and the classifications set forth herein of the Police Department of the City of North Canton, Ohio, shall not exceed the following number of persons in each classification, unless additional budgeted positions receive funding from outside sources by written agreement:

Police Chief	1
Police Lieutenant	1
Police Sergeant	5
Police Patrol Officer	18
Police Patrol Officer, Special	Unlimited
Chief Radio Dispatcher	1
Radio Dispatcher A & B	7
Radio Dispatcher C	Unlimited
Administrative Assistant	1
School Patrol	12

Section 3. That any and all legislation inconsistent herewith, be, and is hereby repealed.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton;

and further necessary to ensure an emergency service best practice is implemented by providing two Radio Dispatchers A & B per shift; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force upon its adoption by Council, together with the Mayor's approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2020

Stephan B. Wilder, Mayor

Signed: _____, 2020

Attest:

Benjamin Young, Clerk of Council

145 N. Main Street
North Canton, Ohio 44720
Office Phone: (330) 499-8223
Fax: (330)305-0603
pdeorio@northcantonohio.gov



Patrick A. De Orio
Director of Administration
CITY OF NORTH CANTON

Legislation Request

To: Daniel J. Peters, Council President
Date: March 17, 2020
Subject: Updating Ordinance No. 48-2019

I am requesting Ordinance No. 48-2019 be updated to increase the number of full-time Radio Dispatchers A & B from six (6) to seven (7).

EMERGENCY REQUESTED: YES NO

Respectfully submitted,

Patrick A. De Orio

North Canton City Council
Personnel and Safety Committee

Ordinance No. - 2020

An ordinance amending CHAPTER 135, DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICE, specifically Section 135 Personnel, Subsections 135.03(a) and (b), of the Codified Ordinances of the City of North Canton, for the purpose of reducing the expense of increased part-time services, which includes unintended costs involving mandatory healthcare premiums and overtime expenses, by increasing the maximum limit of full-time Emergency Medical Technician-Paramedics from no more than eight, to no more than nine, repealing all legislation inconsistent herewith, and declaring the same to be an emergency.

WHEREAS, supplementing Emergency Medical Technician-Paramedics services through part-time employees has resulted in unintended, significant, yet mandatory additional costs involving mandatory healthcare premiums and overtime expenses; and

WHEREAS, increasing the maximum limit of full-time Emergency Medical Technician-Paramedics from no more than eight, to no more than nine will permit improved scheduling practices to reduce the significant, yet mandatory expenses involving healthcare premiums and overtime costs involving part-time personnel..

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That supplementing Emergency Medical Technician-Paramedics services through part-time employees has resulted in unintended, significant, yet mandatory additional costs involving mandatory healthcare premiums and overtime expenses for part-time personnel.
- Section 2. That increasing the maximum limit of full-time Emergency Medical Technician-Paramedics from no more than eight, to no more than nine will permit improved scheduling practices to reduce the significant, yet mandatory expenses involving healthcare premiums and overtime costs of part-time personnel.
- Section 3. That CHAPTER 135, DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICE, specifically Section 135 Personnel, Subsections (a) and (b), of the Codified Ordinance of the City of North Canton, be, and the same is hereby amended to read as follows:

Section 135.03 Personnel

(a) The Fire and Emergency Medical Service Department shall be comprised of the following ranks and positions: One full-time Chief of Fire and Emergency Medical Service Department; no more than three full-time Firefighter/EMT/Fire Inspectors; no more than three full-time Captains–Emergency Medical Technician-Paramedics; no more than **nine** full-time Emergency Medical Technician Paramedics; together with those part-time volunteer personnel, as required, and that shall be designated by the Director of Administration.

(b) Effective January 1, 2005, if a full-time Emergency Medical Technician-Paramedic position becomes vacant, it shall be replaced with a full-time Emergency Medical Technician-Paramedic/Firefighter. At no time will there be more than **nine** full-time Emergency Medical Technician Paramedic/Firefighters.

Section 4. That any and all legislation inconsistent herewith, be, and is hereby repealed.

Section 5. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton; and further necessary to immediately implement improved scheduling practices to reduce significant, yet mandatory expenses involving healthcare premiums and overtime costs for part-time personnel; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force upon its adoption by Council, together with the Mayor’s approval. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed by Council this _____ day of _____, 2020

Stephan B. Wilder, Mayor

Signed: _____, 2020

Attest: _____
Benjamin Young, Clerk of Council

145 N. Main Street
North Canton, Ohio 44720
Office Phone: (330) 499-8223
Fax: (330)305-0603
pdeorio@northcantonohio.gov



Patrick A. De Orio
Director of Administration
CITY OF NORTH CANTON

Legislation Request

To: Daniel J. Peters, Council President
Date: March 17, 2020
Subject: Updating Ordinance No. 83-2017

I am requesting Ordinance No. 83-2017 be updated to increase the number of full-time Emergency Medical Technician Paramedic/Firefighters from "no more than eight" to "no more than nine".

EMERGENCY REQUESTED: YES NO

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Patrick A. De Orio", is written over a horizontal line.

Patrick A. De Orio

North Canton City Council
Community and Economic Development Committee

Ordinance No. - 2020

An ordinance authorizing the Mayor, on behalf of the City of North Canton, to enter into an agreement to amend the North Water Tower Lease Agreement between the City ("Landlord") and New Cingular Wireless PCS, LLC ("Tenant").

WHEREAS, Landlord and Tenant mutually desire to renew and amend the Lease as defined in the First Amendment to the North Water Tower Lease Agreement attached hereto and incorporated herein.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor be, and is hereby authorized, on behalf of the City of North Canton, to enter into the First Amendment to the North Water Tower Lease Agreement.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Passed in Council this _____ day of _____ 2020

Stephan B. Wilder, Mayor

Signed: _____, 2020

Attest:

Benjamin R. Young, Clerk of Council

145 N. Main Street
North Canton, Ohio 44720
Office Phone: (330) 499-8223
Fax: (330)305-0603
pdeorio@northcantonohio.gov



Patrick A. De Orio
Director of Administration
CITY OF NORTH CANTON

Legislation Request

To: Daniel J. Peters, Council President
Date: February 28, 2020
Subject: First Amendment to North Water Tower Lease Agreement

I am requesting the First Amendment to North Water Tower Lease Agreement be assigned to Committee for purposes of discussion and potential legislative action.

EMERGENCY REQUESTED: YES NO

Respectfully submitted,

Patrick A. De Orio

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

FIRST AMENDMENT TO NORTH WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO NORTH WATER TOWER LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between The City of North Canton, a municipal corporation, having a mailing address of 145 North Main Street, North Canton, OH 44720 (hereinafter referred to as “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Ameritech Wireless Communications, Inc., a Delaware corporation, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord and Tenant (or its respective predecessor-in-interest) entered into a North Water Tower Lease Agreement dated November 23, 1998 (hereinafter, collectively, the “**Lease**”), whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 8901 Pleasantwood Northwest, North Canton, OH; and

WHEREAS, the term of the Lease will expire on November 23, 2028, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to adjust the rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to clarify scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Lease shall be modified to provide that the current term, which commenced on November 24, 2018, shall expire on October 31, 2023 (“**Current Term**”), and commencing on November 1, 2023, will be automatically renewed, upon the same terms and conditions of the Lease, as amended herein, for up to five (5) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

referred to as an "**Additional Term**" and each such Additional Term shall be considered an Additional Term under the Lease), without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the Current Term or the then current Additional Term. The Current Term and the Additional Terms are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on October 1, 2019, the current rent payable under the Lease shall be One Thousand Nine Hundred Twenty-Five and No/100 Dollars (\$1,925.00) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 4 of the Lease shall be amended to provide that Rent shall be adjusted as follows: on November 1, 2020 and each year thereafter, including throughout any Additional Term exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

3. **Sale of Property.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of the Lease, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Lease and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under the Lease and reserves the right to hold payments due under the Lease.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's permitted use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under the Lease, including interference and access obligations.

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

4. **Right of First Refusal.** Notwithstanding any other provisions contained in the Lease, if at any time after the date of this First Amendment, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Lease or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Lease. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 4, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this the Lease until Landlord complies with this Section 4. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 4 with respect to any future proposed conveyances as described herein.

5. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Lease.

6. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 22 of the Lease is hereby deleted in its entirety and replaced with the following:

“(a) **NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: OH0145
Cell Site Name: North Canton Water Tower (OH); Fixed Asset No.: 10012195
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: OH0145
Cell Site Name: North Canton Water Tower (OH); Fixed Asset No: 10012195
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

The City of North Canton
145 North Main Street
North Canton, OH 44720

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

8. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:
The City of North Canton,
a municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Cell Site No.: OH0145
Cell Site Name: North Canton Water Tower
Fixed Asset No.: 10012195
Market: OH / PA
Address: 8901 Pleasantwood Northwest

Attachment 1

Memorandum of Lease

Parcel #: 02080045

SPACE ABOVE FOR RECORDER'S USE

**RECORDING AT THE REQUEST OF, AND
WHEN RECORDED, RETURN TO:**

Michael Fraunces, President
(858)799-7850
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Re: Cell Site #: OH0145
Cell Site Name: North Canton Water Tower (OH)
Fixed Asset Number: 10012195
State: OH
County: Stark

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 202__, by and between The City of North Canton, a municipal corporation, having a mailing address at 145 North Main Street, North Canton, OH 44720 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Ameritech Wireless Communications, Inc., a Delaware corporation, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant (or their predecessors in interest) entered into a certain North Water Tower Lease Agreement dated November 23, 1998, as amended by that certain First Amendment to North Water Tower Lease Agreement dated _____, 202__ (hereinafter, collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord's real property located in the City of North Canton, County of Stark, commonly known as 8901 Pleasantwood Northwest. All of the foregoing is set forth in the Lease.

2. Commencing on November 1, 2023, the Agreement shall extend for five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:
The City of North Canton,
a municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Exhibit 1 to Memorandum of Lease

Legal Description

The Property owned by Landlord is legally described as follows:

Street Address: 8901 Pleasantwood Northwest, North Canton, OH 44720

Parcel #: 02080045

The Premises (and access and utility easements) is located on a portion of the Property and is described and/or depicted as follows:

Known as and being a part of the Northwest Quarter of Section 31, Township 12 North, Range 8 West of the Ohio River Survey and being more particularly described as follows:

Beginning for reference at a found county monument marking the southwest corner of the northwest quarter of Section 31; thence extending South 84 degrees 39 minutes 51 seconds East, on the quarter section line between the northwest and southwest quarters of Section 31, a distance of 610.28 feet to a point marking the true place of beginning for the tract herein described; thence extending North 5 degrees 20 minutes 9 seconds East a distance of 175.00 feet to a point; thence extending South 84 degrees 39 minutes 51 seconds East a distance of 175.00 feet to a point; thence extending South 5 degrees 20 minutes 9 seconds West a distance of 175.00 feet to a point on the aforementioned quarter section line; thence extending North 84 degrees 39 minutes 51 seconds West, on said quarter section line, a distance of 175.00 feet to the true place of beginning and containing 0.703 acres, more or less.

Together with a 25 foot permanent easement for ingress and egress to the above described tract and for installation and maintenance of water transmission mains more particularly described as follows:

Beginning at a point on the quarter section line between the northwest and southwest quarters of Section 31; thence extending North 5 degrees 20 minutes 9 seconds East a distance of 25.00 feet to a point; thence extending South 84 degrees 39 minutes 51 seconds East a distance of 548.75 feet to a point on the centerline of Pleasantwood Avenue, N.W. (Township Road 94); thence extending South 5 degrees 28 minutes 39 seconds West, on the centerline of said road, a distance of 25.00 feet to a point on the aforementioned quarter section line; thence extending North 84 degrees 39 minutes 51 seconds West, on said quarter section line, a distance of 548.69 feet to the place of beginning and containing 0.315 acres, more or less.

Common Address: 9801 Pleasant Wood Avenue, North Canton, Ohio

Property Identification No: 20-80045