

## **PUBLIC NOTICE**

Recent, and temporarily amended sections of Ohio's Revised Code, specifically R.C. 121.22 Public meeting - exceptions, together with 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 notices 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 ON MONDAY MARCH 30, 2020:**

The meeting will be livestreamed via the City's YouTube page. The livestream can be accessed at the link below and will begin at approximately 6:55 p.m., Monday, March 30, 2020.

<https://youtu.be/eP1hNeP5iQM>

**NORTH CANTON CITY COUNCIL NOTICE  
SPECIAL COMMITTEE OF THE WHOLE AGENDA  
Monday, March 30, 2020, 7:00 PM**

North Canton City Council will meet as a Committee of the Whole, **Monday, March 30, 2020**, at 7:00 p.m. via teleconference.

Items to be discussed:

1. Community & Economic Development Committee

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

- (a) An ordinance amending North Canton's Codified Ordinance, Chapter 1173 Procedures for Zoning Certificates and Certificates of Occupancy, specifically, Section 1173.02 Zoning Certificate Required, by exempting the requirement of a zoning certificate, as more fully described in Exhibit A, attached hereto and incorporated herein.

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. Finance & Property Committee

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

A resolution authorizing the Director of Finance and the Director of Administration to apply on behalf of and/or assist the City of North Canton with requesting any and all state and federal assistance necessary to assist with the covid-19 pandemic, and declaring the same to be an emergency.

5. Adjourn

North Canton City Council  
Community and Economic Development Committee

Ordinance No. - 2020

An ordinance amending North Canton's Codified Ordinance, Chapter 1173 Procedures for Zoning Certificates and Certificates of Occupancy, specifically, Section 1173.02 Zoning Certificate Required, by exempting the requirement of a zoning certificate, as more fully described in Exhibit A, attached hereto and incorporated herein.

WHEREAS, City Council wishes to remove unnecessary delays and fees in obtaining zoning certificates in areas that do not require professional oversight; and

WHEREAS, in keeping with similarly situated local governments, replacing patios located in the rear yard of single-family dwellings, private sidewalks consisting of concrete, and the replacement of legally established driveways not located in the public right of way, do not require the professional oversight provide by a zoning certificate.

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

- Section 1. That, City Council wishes to remove unnecessary delays and fees in obtaining zoning certificates in areas that do not require professional oversight.
- Section 2. That, in keeping with similarly situated local governments, replacing patios located in the rear yard of single-family dwellings, private sidewalks consisting of concrete, and the replacement of legally established driveways not located in the public right of way, do not require the professional oversight provide by a zoning certificate.
- Section 3. That, North Canton Codified Ordinance, Chapter 1173 Procedures for Zoning Certificates and Certificates of Occupancy, specifically, Section 1173.02 Zoning Certificate Required, be, and is hereby amended by exempting the requirement of a zoning certificate, as more fully described in Exhibit A, attached hereto and incorporated herein.
- Section 4. 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 resolution.
- Section 5. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
Stephan B. Wilder, Mayor

Attest:

Signed: \_\_\_\_\_, 2020

\_\_\_\_\_  
Benjamin Young, Clerk of Council

**1173.02 ZONING CERTIFICATE REQUIRED.**

No building or structure shall be erected, constructed, enlarged, structurally altered, or moved in whole or in part, and no use shall be established or changed in the City of North Canton prior to the issuance of a zoning certificate. A zoning certificate shall be issued only when the plans for the proposed use, building, or structure fully comply with the regulations set forth in this Zoning Ordinance.

(a) A zoning certificate shall be issued when:

(1) *Single-family Dwellings and Uses Accessory Thereto.* Provided the structures: are not located in the public right-of-way; have not exceeded the applicable maximum-coverage area; have not exceeded applicable setbacks; and the work is completed by a concrete contractor registered with the City of North Canton, concrete: patios located in the rear yard; private sidewalks; and lawfully established driveways, are exempt from the zoning certificate requirement. Accordingly, the Chief Building Official may approve an application for a single-family dwelling or use accessory thereto that has been reviewed and approved according to the procedures of this chapter. Those requesting a City inspection of concrete work may submit an application for a zoning certificate.

(2) Accessory Building in Nonresidential Districts. An application for an accessory building that has a gross floor area of 200 square feet or less has been reviewed and approved by the *Chief Building Official* according to the procedures of this Chapter.

(3) All Other Permitted Uses. An application for any other permitted use not described in subsection (a) above has been reviewed and approved by the Planning Commission according to the development plan procedures set forth in Chapter 1175.

(4) Conditional Uses. An application for a conditional use has been reviewed and approved by the Planning Commission according to the procedures set forth in Chapter 1177.

(5) Variance Requests. An application for which a variance from a requirement of this Zoning Ordinance is requested has been reviewed and approved by the Board of Zoning Appeals, according to the procedures set forth in Chapter 1179.

(6) Similar Uses. An application for any building or use not specifically listed in this Ordinance as a permitted or conditional use has been reviewed and approved by the Planning Commission and Council according to the procedures set forth in Section 1177.09.

(b) Applications for zoning certificates are available in the office of the *Chief Building Official*. A completed application form accompanied by all other applicable submission requirements shall be submitted to the *Chief Building Official*.

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

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 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
<b>Radio Dispatcher A &amp; B</b>	<b>7</b>
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. 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", written in a cursive style.

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: 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, 3<sup>rd</sup> 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  
3<sup>rd</sup> 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

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

CLE-145A

CITY OF NORTH CANTON  
NORTH WATER TOWER LEASE AGREEMENT

THIS LEASE made and entered into at North Canton, Ohio, this 23<sup>rd</sup> day of November, 1998, by and between CITY OF NORTH CANTON, OHIO, a municipal corporation acting by and through its Director of Administration, duly authorized by Ordinance No. 142-98 passed by the Council of The City of North Canton, the 23<sup>rd</sup> day of NOVEMBER, 1998, (herein referred to as LANDLORD) and Ameritech Wireless Communications, Inc., having an address of 9700 Rockside Road, Suite 260, Valley View, Ohio 44125 with a copy to Ameritech Center Drive, 3H78 (Legal Dept.), Hoffman Estates, Illinois 60196 (herein referred to as TENANT).

WITNESSETH, That,

WHEREAS, LANDLORD is the owner of certain real property hereinafter described in Exhibit "A" and herein referred to as the Property; and

WHEREAS, TENANT desires to lease a portion of said PROPERTY under the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed by the parties hereto as follows:

hereinafter under the

Section 1. The LANDLORD hereby leases to the TENANT, the following described space on the water tower and real property (herein referred to as the "Premises"): as described in Exhibit "B" attached hereto and made a part hereof.

Section 2. The initial term of this lease shall be for a term of five (5) years beginning on the date Tenant receives all permits and approvals necessary to construct the Antenna Facilities, as defined below (the "Commencement Date") and terminating at midnight on the last day of the month in which the 5th anniversary of the Commencement Date occurs. This LEASE shall automatically renew on the same terms, for five (5) successive "Additional Terms" of five (5) years each, unless TENANT gives LANDLORD written notice during the initial term or any Additional Terms stating TENANT will terminate the Lease at the end of the initial term or Additional Term then in effect.

**CLE-145A**

Section 3. The "Antenna Facilities" shall include all improvements, personal property and related facilities for TENANT's "Permitted Use", which is defined as the attachment of antenna facilities to the water tower and removing, replacing, modifying, maintaining and operating such facilities as well as the construction and maintenance of an equipment enclosure that shall be located in a mutually acceptable location inside the stem of the Water Tower. The plans and specifications for construction of the antenna facilities, including the equipment enclosure shall be subject to the prior approval of LANDLORD, which approval shall not be unreasonably withheld or delayed. Tenant may, at its expense, make such future improvements or modifications to its existing antenna facilities on the Property as it deems necessary from time to time for the operation of the communications system, after review and approval of Plans by the LANDLORD. However, any additional placement of antenna facilities will require the prior approval of the LANDLORD which consent may be withheld after explanation and the Agreement of the LANDLORD and TENANT on additional rent for such additional placement of antenna facilities.

LANDLORD shall permit electrical and telephone service to the PREMISES or otherwise cooperate with TENANT with respect to TENANT'S efforts to acquire necessary electrical and telephone service to the Premises, provided that the electricity and telephone shall be separately metered to TENANT, and provided that TENANT shall bear any cost for the installation. LANDLORD shall provide ingress and egress to the Premises from an improved public road; and 24 hour, 7 day per week access over and under the Property to the Premises to construct, maintain and service the Premises and the Antenna Facilities.

Section 4. From and after the Commencement Date, Tenant shall pay, as Rent, the sum of \$15,000.00 per year, payable in monthly installments of one thousand-two hundred and fifty dollars (\$1,250.00) each, in advance, at Landlord's address, on the first day of each calendar month. Rent shall be prorated for any partial month. Rent shall increase annually for the term of the lease, and any renewals thereof, as of the first day of each year by 4% of the Rent in effect for the last full month of the previous year. All payments are to be made to: City of North Canton, 145 North Main Street, North canton, Ohio 44720, Attention Finance Director.

**CLE-145A**

Section 5. All cable connections and antennae of TENANT that are placed or lead to the water tower shall be placed and secured in a manner safe to all. TENANT shall be solely responsible for securing and maintaining said antennae, cable and other equipment in a safe and secure manner. LANDLORD shall maintain the water tower and access in good condition and repair. LANDLORD shall assume no responsibility for the safety or security of the property of the TENANT upon this location unless such property is damaged due to the intentional acts of LANDLORD, its employees, agents or contractors. TENANT shall, upon reasonable notice, make all portions of the overhead tank and building facilities of LANDLORD available for maintenance or repair, including but not limited to reasonable repainting and related work, upon the request, and at the direction of the LANDLORD. If TENANT'S cable and antennae cause damage to the Water Tower or create maintenance requirements over and above the normal maintenance requirements of a Water Tower ("Excessive Maintenance"), Tenant agrees to reimburse LANDLORD for the cost of any repairs or Excessive Maintenance caused by Tenant's cable and antennae. If during the life of the lease the TENANT'S antennae, cable, structural supports or other equipment requires repair, or replacement, TENANT shall make said repairs in a timely manner and in a fashion which is considered the Industry standard. If during the repair or replacement of the TENANT'S equipment and attachments the LANDLORD'S water tower, surrounding grounds and equipment are damaged, the TENANT shall restore all damaged items to substantially the same condition as existed prior to the damage. LANDLORD agrees to provide TENANT with fourteen (14) days' advance written notice before LANDLORD performs any normal maintenance to the water tower, including but not limited to, sandblasting and painting.

If the water tower is reconstructed or replaced by the LANDLORD, the LANDLORD shall notify the TENANT at least one hundred and eighty (180) days prior to such reconstruction or replacement. TENANT shall remove its antennae facilities prior to the date of such reconstruction or replacement at TENANT'S own cost. If space is available and if in compliance with law; provided TENANT obtains all necessary government permits, TENANT will be permitted to construct a temporary structure to support its antennae facilities provided such proposed facilities are approved by Landlord. At the completion of the reconstruction or replacement, TENANT shall reattach its antennae facilities to the water tower.

**CLE-145A**

Should the tower, or any part thereof, or the whole or any part of the structure of which the water tower is a part, shall be destroyed and/or damaged by any cause, so as to be unfit for its intended propose, after the signing of this lease, and such damage, in the opinion of the City of North Canton City Engineer, shall require replacement or repair that will not be completed within 90 days, then rent shall be abated during the time of said period, and in case said premises are rendered permanently unfit for its intended purpose, the LANDLORD may, at its option, terminate this lease which shall be effective upon notification to TENANT.

Should LANDLORD repair or rebuild said structure, then, upon complete of said repairs and/or rebuilding of the structure, the TENANT shall have the option to lease said premises for a term no longer then the remaining under the provisions of this lease hereinbefore set forth, upon the rent specified.

Section 6. LANDLORD shall cooperate in TENANT's efforts to locate telecommunications facilities on the Premises and/or water tower.

Section 7. The TENANT shall indemnify, defend, and save the LANDLORD harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the TENANT, arising in any manner from the TENANT's negligent or reckless operations and activities or breach of this LEASE, except for any negligence or intentional acts of the LANDLORD, its agents or employees.

Section 8. Tenant may assign this Lease and its other rights hereunder, including without limitation, its right to renew, or any portion thereof, to any person or business entity which is a parent, subsidiary or affiliate of Tenant; controls or is controlled by or under common control with TENANT; is merged or consolidated with TENANT; or purchase a majority or controlling interest in the ownership or asset of TENANT. Upon notification to LANDLORD by TENANT of any such action, TENANT shall be relieved of all future performance, liabilities and obligations under this Lease.

Except as provided in this section, TENANT shall not otherwise assign or sublet the subject premises or any of its rights or obligations hereunder without prior written consent of the LANDLORD.

**CLE-145A**

Section 9. Upon termination or expiration of the LEASE, TENANT shall remove all antennae facilities and equipment from the LEASEHOLD within 180 days and to the extent practicable, restore the Premises to substantially the same condition at the commencement of this Lease, reasonable wear and tear and loss or damage by causes or casualty beyond TENANT's control excepted. Such removal will include, at LANDLORD's option, the removal of footings and foundations to a depth of one foot below grade or to a greater depth if LANDLORD reasonably requires such removal.

Section 10. The TENANT shall obtain and provide a certificate of insurance as acceptable evidence of a commercial general liability insurance policy, in the amount of Two Million Dollars (\$2,000,000.00) per occurrence, with the LANDLORD named as an additional insured for injuries, claims, or losses including those that result in death or property damage arising from the TENANT's use of and operations on the Premises. LANDLORD and TENANT shall look solely to insurance for loss due to any peril which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. The parties shall share in a condemnation award in proportion to their interest in the property taken.

Section 11. LANDLORD may terminate this LEASE upon thirty (30) days written notice due to TENANT's breach of this LEASE unless TENANT has cured the breach within twenty-one (21) days of the written termination notice or unless TENANT has commenced a cure within such 21 day period and is diligently pursuing such cure. However, in no event shall such cure period exceed ninety (90) days without LANDLORD'S prior approval which shall not be unreasonably withheld if Tenant is diligently pursuing the cure provided said time effective said cure does not jeopardize the safe use of the facility.

TENANT may terminate this LEASE, without further liability, on 30 days written notice if (a) TENANT is unable to obtain or loses any governmental approval necessary to construct or use the Antenna Facilities in TENANT's business; TENANT shall have no obligation to appeal or seek renewal of such governmental approvals, or (b) the LEASEHOLD, in TENANTS good faith judgment, are or become unacceptable or unusable under TENANT's then current design or engineering specifications for the Antenna Facilities or the Permitted Use or the communications systems to which the Antenna Facilities belong or (c) at any time upon six (6) months written notice to LANDLORD.

**CLE-145A**

Section 12. At all times during the term of this LEASE, TENANT shall comply with all applicable local, state and federal laws and regulations applicable to TENANT'S use or occupancy of the property, including but not limited to North Canton Code of Ordinances, where applicable.

Section 13. At all times during the term of this LEASE, TENANT shall maintain the Antennae Facilities in good repair and in a reasonable manner, free from any unsightly conditions.

Section 14. All charges for utilities consumed by TENANT shall be paid by TENANT.

TENANT shall pay personal property taxes attributable to the Antenna Facilities. LANDLORD AND TENANT acknowledge that the Property is presently not subject to real property taxes. However, TENANT shall pay when due any increase in real property taxes, fees and assessments levied against the Property which is directly attributable to TENANT's use of the Premises. LANDLORD agrees to furnish proof of such increase to TENANT.

Section 15. TENANT shall not use the premises in any way which interferes with the use of the PROPERTY by LANDLORD for the operation and maintenance of the water tower.

Except as provided in the first paragraph of Section 15, LANDLORD shall not use, nor shall LANDLORD permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of TENANT. Without limiting the generality of the foregoing, LANDLORD hereby acknowledges that in the event of any interference with TENANT's Permitted Use as a result of the transmission and/or reception of communications signals by another tenant, licensee or occupant of the Leasehold (whether by an Existing Tenant or Future Tenant, licensee or occupant), TENANT's right hereunder to conduct TENANT's Permitted Use shall be and remain superior to the rights of any such tenant, licensee or occupant. LANDLORD further acknowledges that interference with TENANT's operations shall cause TENANT to suffer irreparable injury and entitle TENANT, in addition to exercising any other rights hereunder or under applicable law, to seek the immediate enjoinder of such interference. If there is material interference with TENANT's Permitted Use for 24 hours after notice to LANDLORD, or five (5) days after notice to LANDLORD for other types of interference, TENANT will suffer irreparable injury and shall have all remedies at law or equity, including injunction, and TENANT may terminate the LEASE by notice to LANDLORD.

**CLE-145A**

Notwithstanding the foregoing, LANDLORD shall not be responsible for interference by TENANT's subtenants nor for interference by third parties not related to or contractually bound to LANDLORD.

Section 16. TENANT represents, warrants and covenants that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C). LANDLORD represents, warrants and covenants that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C).

TENANT shall be responsible for its own environmental liabilities that relate to or arise from TENANT'S activities on the Property to the extent required by law. LANDLORD shall be responsible for its own environmental liabilities that relate to or arise from LANDLORD's activities on the Property to the extent required by law.

Section 17. LANDLORD covenants and warrants to TENANT that (i) LANDLORD has full right, power, and authority to execute this Lease; (ii) to the best of LANDLORD's knowledge, information and belief, LANDLORD has good and unencumbered title to the Property free and clear of any liens or mortgages except those disclosed to TENANT and set forth in Exhibit D attached hereto and which will not interfere with TENANT's rights to or use of the Premises; (iii) to the best of LANDLORD's knowledge, information and belief, execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on LANDLORD. Except as otherwise provided in this Lease, LANDLORD further covenants and warrants that TENANT shall have the quiet enjoyment of the Premises during the term of this Lease or any renewal thereof.

Section 18. This Lease Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Stark County, Ohio. The parties hereto agree that any litigation arising out of this Lease Agreement shall be filed in the courts located in Stark County, to the extent of their jurisdiction.

**CLE-145A**

Section 19. No oral statement or prior written matter shall have any force or effect. This agreement shall not be modified except by agreement subscribed by all parties. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 20. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenants, agreement or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

Section 21. No warranties of any kind have been made by LANDLORD, express or implied (except as provided herein), and except as provided herein, TENANT assumes all risk and liability resulting from the use of the Premises.

Section 22. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Tenant are to be sent to: Ameritech Center Drive, 3H78 (Legal Dept.), Hoffman Estates, Illinois 60196. Notices to LANDLORD must be sent to the address shown underneath LANDLORD'S signature.

Section 23. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties as set forth in Paragraph 8 above, to this Agreement. If requested by TENANT, LANDLORD agrees promptly to execute and deliver to TENANT a recordable Memorandum of this Agreement in the form acceptable to TENANT.

CLE-145A

IN WITNESS WHEREOF, the parties hereto have set their hands this date first above written.

Signed and Acknowledged:

A. Michael Sumser

Witness

A. MICHAEL SUMSER

Witness Print Name

Nancy Ann Morrow

Witness

NANCY ANN MORROW

Witness Print Name

Susan Terry

Witness

SUSAN TERRY

Witness Print Name

Jennifer K. Lambatos

Witness

JENNIFER K. LAMBATOS

Witness Print Name

LANDLORD:

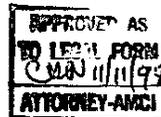
Daryl L. Revoldt

Daryl L. Revoldt, Mayor  
City of North Canton, Ohio  
145 North Main Street  
North Canton, Ohio 44720  
Attn.: Director of Administration

TENANT:

Ameritech Wireless Communications, Inc.

Anthony R. Muscato  
Anthony R. Muscato 11/12/98  
Vice President

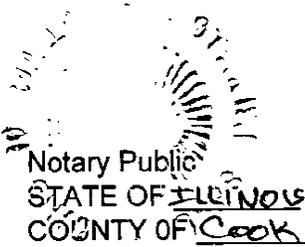


CLE-145A

STATE OF OHIO  
COUNTY OF STARK

Before me, a Notary Public in and for said County and State, personally appeared the City of North Canton, Ohio, by Daryl L. Revoldt, Mayor, who acknowledged that he did sign the foregoing instrument for and on behalf of the City of North Canton, Ohio, and that the same is his free act and deed as such representative of the City of North Canton, Ohio.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, This 23rd day of Nov, 1998.



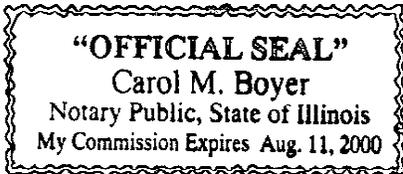
*Nancy Ann Hahn (Hahn)*  
Notary Public

NANCY ANN HAHN, Notary Public  
State of Ohio  
My Commission Expires Aug. 28, 2000

Before me, a Notary Public in and for said county and State, personally appeared Ameritech Wireless Communications, Inc., by Anthony R. Muscato Vice President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such officer of Ameritech Wireless Communications, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Hoffman Estates Illinois, this 12 day of November, 1998.

*Carol M. Boyer*  
Notary Public



Approved as to form and legal sufficiency by William R. Himes, Director of Law, for the City of North Canton, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
William R. Himes, Director of Law

CLE-145A

**EXHIBIT A  
LEGAL DESCRIPTION**

to the Water Tower Lease Agreement dated November 23, 1998 between City of North Canton as Landlord and Ameritech Wireless Communications, Inc. as tenant, which Property is legally described 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.

**CLE-145A**

**EXHIBIT B**

to the Water Tower Lease Agreement dated November 23, 1998 between City of North Canton, as Landlord and Ameritech Wireless Communications, Inc. as Tenant.

The location of the premises within the Property is more particularly described or depicted as follows:

**ATTACHED SITE PLAN DATED 10-9-98**

(Land survey to be provided to Landlord upon completion and to be fully incorporated herein).

CLE-145A

**EXHIBIT C  
ENVIRONMENTAL LAWS**

to the Water Tower Lease Agreement dated \_\_\_\_\_, 1998 between City of North Canton, as Landlord, and Ameritech Wireless Communications, Inc. as Tenant.

As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permit pertaining to the protection of human health and/or the environment, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., the Clean Air Act, 42 U.S.C. section 7401 Emergency Planning and Community Right to Know Act, 42 U.S.C. section 1101 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. section 2601 et seq., the Oil Pollution Control Act, 33 U.S.C. and Ohio or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto. This definition includes all federal, state and local land use laws dealing with environmental sensitivity, including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shore lines, fish and wildlife habitats or historical or archeological significance.

As used in this Sublease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

**CLE-145A**

**EXHIBIT D**

**None As Of The Date Of This Lease Agreement**

11/24/98 TUE 09:36 FAX 216 328 1526

AMERITECH CELLULAR

→→→ Carl Nickens

☑ 001

Cellular Services  
9700 Rockside Road  
Suite 280  
Valley View, OH 44125  
Office 216/328-1516  
1-800-221-0994  
Fax 216/328-1526



November 24, 1998

**VIA UPS NEXT DAY AIR**

Mayor Daryl L. Revoldt  
Attn: Director of Administration  
City of North Canton  
145 Main Street  
North Canton, Ohio 44720-2587

**RE: SITE: CLE-145A  
WATER TOWER LEASE AGREEMENT AND MEMORANDUM OF WATER TOWER  
LEASE AGREEMENT BY AND BETWEEN CITY OF NORTH CANTON, (LANDLORD)  
AND AMERITECH WIRELESS COMMUNICATIONS, INC., (TENANT)**

Dear Mayor Revoldt:

Pursuant to Section 2 of the above referenced Lease Agreement, please let this letter serve as notice that Tenant has received all necessary permits and approvals necessary to begin construct the Antenna Facilities as of November 24, 1998. Hence, November 24, 1998 is the Lease Commencement Date for the above captioned agreement.

We thank you for your patience and cooperation, and look forward to a long and productive relationship. If you have questions or comments, please feel free to contact me at (216) 518-2201.

Sincerely,

Daniel Toth  
Senior Engineer  
Real Estate/Construction

cc: Carol Boyer - Ameritech  
Sherry Isbell - Ameritech  
Lease File

## Ben Young

---

**From:** Jina Alaback  
**Sent:** Wednesday, March 25, 2020 11:02 AM  
**To:** Ben Young; Stacey Gallucci  
**Cc:** Pat De Orio; Daniel Peters  
**Subject:** FW: Local Declarations & Public Assistance Declaration EM-3457-OH Application - PLEASE SHARE WITH YOUR DEPT. FINANCIAL OFFICER and your groups/associations.  
**Attachments:** 03.18.20 Resolution Auth. the S.C. Health Commr & S.C. EMA Director to A....pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Ben,  
I am requesting an agenda item for City Council's immediate consideration to approve a Resolution authorizing Director of Finance to apply for any and all state and federal assistance necessary to assist with the COVID-19 Pandemic.

(Attached is the County Commissioners Resolution to use as an example.) The Stark EMA is coordinating FEMA Public Assistance applications from local governments to be sent through Ohio EMA. Please scan and send me a copy of the signed Resolution following approval so I can submit to Stark EMA for inclusion and consideration.

Thank you!

*Jina E. Alaback*  
Director of Finance  
**CITY OF NORTH CANTON**  
145 N. Main Street  
North Canton, OH 44720  
Phone 330.499.3466  
Fax 330.499.2960



North Canton City Council  
Finance and Property Committee

Resolution No. - 2020

A resolution authorizing the Director of Finance and the Director of Administration to apply on behalf of and/or assist the City of North Canton with requesting any and all state and federal assistance necessary to assist with the covid-19 pandemic, and declaring the same to be an emergency.

WHEREAS, on March 9th, 2020 Mike De Wine, Governor of the State of Ohio, declared a State of Emergency and U.S. President Donald Trump declared a national emergency on March 13<sup>th</sup>, 2020 in response to the COVID-19 pandemic; and

WHEREAS, Stark County, Ohio now has positive reported cases of COVID-19 a respiratory disease that can result in serious illness or death, which is a new strain and can easily spread from person to person.

WHEREAS, the City of North Canton continues to expend money, payroll and material resources to respond to this event and several city departments are seeking additional healthcare related resources.

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

- Section 1. That as the result of the above referenced COVID-19 Pandemic event occurring in and about the county threatening the health, safety and welfare of the citizens of North Canton, Ohio. It gives authorization to all leadership personnel of city departments as are necessary, to assist in the response to this COVID-19 event.
- Section 2. That the Directors of Administration and Finance are hereby authorized and directed to assist the City of North Canton with requesting and making application for any and all State and Federal assistance as necessary for this COVID-19 event.
- Section 3. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.
- Section 4. That this resolution 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 for the timely response to the COVID-19 pandemic and state of emergency; 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

Attest:

Signed: \_\_\_\_\_, 2020

\_\_\_\_\_  
Benjamin R. Young, Clerk of Council