



VILLAGE OF NORTH BALTIMORE Special Council Meeting 11/25/2025

November 25, 2025
5:00 PM Meeting

Agenda

I. Pledge of Allegiance

II. Roll Call

Mayor Aaron Patterson____, Mr. Richmond____, Mr. Cook____, Ms. Hefner____, Mr. Engard____, Mr. Sweat____, Ms. Beaupry

Mr/s_____ made a motion to excuse Mr/s_____, Seconded by Mr/s_____. All approved

III. Second Reading of Ordinances and Resolutions

- 1. ORDINANCE NO. 2025 - 32: AN ORDINANCE APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**
- 2. ORDINANCE NO. 2025-33: AN ORDINANCE APPROVING THE TRANSFER OF FUNDS APPROPRIATED FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**
- 3. RESOLUTION 37-2025: A RESOLUTION REGARDING COMPENSATION FOR EMPLOYEES OF THE VILLAGE OF NORTH BALTIMORE FOR FISCAL YEAR 2026**
- 4. ORDINANCE 2025-34: AN ORDINANCE APPROVING ANNUAL APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026**
- 5. ORDINANCE 2025-35: AN ORDINANCE AMENDING ORDINANCE 2025-18 TO MODIFY THE CONTAINER REQUIREMENT FOR ALCOHOLIC BEVERAGES WITHIN THE NORTH BALTIMORE DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)**

IV. Third Reading of Ordinances and Resolutions

- 1. RESOLUTION NO. 34 – 2025: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMERGENCY MEDICAL SERVICES AGREEMENT WITH JACKSON TOWNSHIP**

V. Executive Session: to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, along with any other matters as specifically identified by motion in accordance with 121.22 (G)(1).

VI. Adjournment

1st Reading: November 12, 2025

2nd Reading: November 25, 2025

Final Reading:

Effective Date:

Item 1.

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 - 32

**AN ORDINANCE APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2025**

WHEREAS, it is necessary to make supplemental appropriations to the Annual Appropriation Ordinance for the fiscal year 2025;

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

SECTION I: To provide for the necessary expenditures of the Village of North Baltimore for the fiscal year ending December 31, 2025, the following supplemental appropriations are hereby approved, as outlined in the attached Exhibit.

SECTION II: This ordinance is necessary to amend the Annual Appropriation Ordinance accounts as listed in the attached Exhibit for the year ending December 31, 2025, and to certify the same to the Wood County Auditor.

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

EMERGENCY CLAUSE VOTE
YEAS _____ NAYS _____

VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this _____ day of _____ 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

FISCAL OFFICER CERTIFICATE

State of Ohio, County of Wood

It is hereby certified that the amount required to meet the obligation in the foregoing Ordinance No. 2025 – 32 has been lawfully appropriated and is in the Treasury or in the process of collection to the credit of the proper fund, free from any previous encumbrances.

Date: _____

**Matthew Clouse
Fiscal Officer
Village of North Baltimore, Wood County, Ohio**

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 - 33AN ORDINANCE APPROVING THE TRANSFER OF FUNDS APPROPRIATED FOR
THE FISCAL YEAR ENDING DECEMBER 31, 2025

WHEREAS, it is necessary to make transfers now currently appropriated in the Annual Appropriation Ordinance for 2025;

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

SECTION I: That to provide for necessary expenditures of the Village of North Baltimore ending December 31, 2025, the following transfer of funds are hereby approved:

From: 1000 GENERAL FUND

1000-910-910-0000 TRANSFERS TO SCMR	\$55,000.00
1000-910-910-0000 TRANSFERS TO PARK	\$55,000.00
1000-910-910-0000 TRANSFERS TO EQUIP. REPL	\$200,000.00

To: 2011 STREET CONS, MAINT, REP FUND

2011-931-0000 TRANSFERS IN	\$55,000.00
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To: 2041 PARKS AND RECREATION FUND

2041-931-0000 TRANSFERS IN	\$55,000.00
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To: 4903 VEHICLE EQUIPMENT REPLACEMENT FUND -FIRE

4903-931-9002 TRANSFERS IN	\$25,000.00
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To: 4904 VEHICLE EQUIPMENT REPLACEMENT FUND -POLICE

4904-931-9001 TRANSFERS IN	\$30,000.00
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To: 4905 VEHICLE EQUIPMENT REPLACEMENT FUND-EMS

4905-931-9001 TRANSFERS IN	\$50,000.00
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To: 4906 VEHICLE EQUIPMENT REPLACEMENT FUND-STREETS

4906-931-9001 TRANSFERS IN	\$85,000.00
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To: 4907 VEHICLE EQUIPMENT REPLACEMENT FUND-SWEEPER

4907-931-9001 TRANSFERS IN	\$10,000.00
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From: 5101 WATER UTILITY FUND

5101-910-910 TRANSFER TO WATER EQUIP REPL	\$56,650.00
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To: 5761 WATER EQUIPMENT REPL. FUND

5761-931-0000 TRANSFERS IN	\$46,650.00
5761-931-5001 TRANSFERS IN WATER DEPT PU TRUCK	\$ 3,000.00
5761-931-5002 TRANSFERS IN WATER DEPT BACKHOE	\$ 4,000.00
5761-931-5003 TRANSFERS IN WATER DEPT DUMP TRUCK	\$ 3,000.00

From: 5201 SEWER OPERATING FUND

5201-910-910 TRANSFERS TO SEWER EQUIP REPL	\$ 28,975.00
5201-910-910 TRANSFERS TO SEWER EQUIP REPL	\$ 10,000.00

To: 5762 SEWER EQUIP REPLACEMENT FUND

5762-931-0000 TRANSFERS FROM SEWER OPERATING	\$ 28,975.00
5762-931-6001 TRANSFERS IN SEWER DEPT PU TRUCK	\$ 3,000.00
5762-931-6002 TRANSFERS IN SEWER DEPT BACKHOE	\$ 4,000.00

5762-931-6003 TRANSFERS IN SEWER DEPT DUMP TRUCK \$ 3,000.00

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

EMERGENCY CLAUSE VOTE
YEAS _____ NAYS _____

VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this 9th day of December, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

1st Reading: November 12, 20252nd Reading: November 25, 2025

Final Reading:

Effective Date:

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 37- 2025**A RESOLUTION REGARDING COMPENSATION FOR
EMPLOYEES OF THE VILLAGE OF NORTH BALTIMORE
FOR FISCAL YEAR 2026****BE IT RESOLVED** by the Council of the Village of North Baltimore, County of Wood, State of Ohio:**SECTION 1:** All non-elected employees of the Village of North Baltimore, shall be classified as hourly employees for purposes of compensation. The stating of rates of compensation for non-elected employees as salary shall not affect this classification.**SECTION 2:** Pay levels 1-21 have been established via Ordinance 2015-42 and updated via subsequent wage resolutions. Compensation within each pay level is hereby determined by experience level and performance.

Council may by resolution start an employee at any rate within their pay level depending upon the experience of the employee and the needs of the Village.

SECTION 3: Except as otherwise provided herein, by law, or act of Village Council, Compensation shall be as follows for hourly employees:

1. Compensation shall be recorded and paid in fifteen (15) minute increments.
2. All time cards shall reflect the start and end time of the actual hours worked.
3. Depending on position and needs within the Village, Overtime is intermittently expected for full time employees. Guidelines and compensation procedures will be governed by The United States Dept. of Labor, The Village Employee Handbook, and the Pay Procedures Policy.

SECTION 4: That the rates of compensation for the following positions in the Village work force are hereby revised as follows:**A. Police Department**

1. Police Officers will be paid as follows: (rates noted as dollars per hour).

Police Chief:	\$35.29	\$36.35 (Salaried)
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Effective 9/2/2025 All Current Full Time Police Officers wage was increased to \$26.50. Effective 9/2/2025 Full Time new hire Police Officers wage will be \$26.50.

Full Time Officers:	\$26.50	\$27.30
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2. Part Time Police Officers will be started at the pay rate of \$24.50. Part Time Police Officers will be paid \$25.50 after completing 6 months of employment. Part Time Police Officers will be paid \$26.50 after completing 12 Months of employment.

If Part Time Police Officers reach the \$26.50 pay before July 1, they will receive the next annual raise determined by council. If Part Time reach the \$26.50 pay after July 1, they will not receive the next annual

raise. Instead, they will have to wait until the following annual raise to receive additional compensation.

3. Auxiliary Officers who work on a special assignment or task force assignment shall be compensated at the rate of one dollar (\$1.00) per year for such time worked.
4. Shift Differential: Any Police Officer *beginning* their shift between the hours of 3PM and 7AM will receive an extra seventy-five cents (\$.75) per hour in addition to their regular rate of pay.
5. Any Full Time Police Officer who is required to work on a holiday recognized by the village will receive Holiday compensation of twelve (12) hours, their regularly scheduled shift, at their respective rate of pay, along with their overtime rate of pay for hours actually worked. Any Part-Time Police Officer who is required to work on a holiday recognized by the village will receive their overtime rate of pay for hours actually worked. Shift Differentials apply.
6. Police Officers will be paid as follows: (rates noted as dollars per hour).

Administrative Sergeant-additional	\$ 2.00
Road Patrol Sergeant-additional	\$ 2.00

Sergeant in Charge (Chief Absent)-additional \$ 1.00

7. If the Village provides security for any NBHS activity, the Police Officer who is providing these security services will be paid their overtime rate of pay with no shift differential.
8. All Police salaries will be paid from the General Fund (101).

B. Communications Department

1. The salary of each member of the Village of North Baltimore Communications Department shall be paid as follows: (rates noted as dollars per hour).

New Dispatcher:	\$15.45	\$15.91
Dispatcher (1yr.)	\$15.91	\$16.39
Dispatcher (2-4yrs.)	\$16.38	\$16.87
Dispatcher (5-10yrs.)	\$16.86	\$17.37
Dispatcher (11-20 yrs.)	\$17.82	\$18.35

2. Upon approval by Council, all dispatcher's will be compensated according to the longevity pay scale directly above in line #1. After receiving this additional longevity pay, they then will receive additional pay as part of the 2026 annual raise if approved by Council.
3. Shift Differential: Any Dispatcher beginning their shift between the hours of 3PM and 7AM will receive an extra seventy-five cents (\$.75) per hour in addition to their regular rate of pay.
4. Any Dispatcher who is required to work on a holiday recognized by the village will receive Holiday compensation of eight (8) hours, their regularly scheduled shift, at their respective rate of pay, along with their overtime rate of pay for hours actually worked. Shift Differentials apply.

5. All Communication salaries will be paid from the General Fund (101).
6. The part-time Dispatch Supervisor will be hired on a 6-month trial basis and will be paid an additional \$1.50 per hour on top of their regular rate of pay. The dispatch supervisor will also receive the shift differential pay of an extra seventy-five cents (\$.75) per hour, in addition to the Dispatch Supervisor rate of pay.

C. Fire Department

1. Salary of the members of the Village of North Baltimore Fire Department shall be as follows:

Fire Chief:	\$1,250.00	per quarter.
Assistant Chief (2):	\$1,000.00	annual
Captain (1):	\$ 750.00	annual
Lieutenants (2)	\$ 500.00	annual

2. All responding firemen will be granted a quarterly honorarium of fifteen dollars, (\$15.00) **\$18.00**, per run. For any runs lasting longer than 2 hours, each responding fireman will be granted an honorarium of twenty dollar, (\$20.00) **\$23.00**, per run.
3. All Fire salaries will be paid from the General Fund (101).

D. EMS Department

1. Salary of the members of the Village of North Baltimore EMS Department shall be paid as follows: (rates noted as dollars per hour).

EMS Chief:	\$33.05	\$34.04
Basic EMT:	\$16.25	\$16.74
Advanced EMT:	\$17.39	\$17.91
Paramedic:	\$19.67	\$20.26
Lead Paramedic:	\$20.82	\$21.44

2. All responding EMS volunteers will be granted a quarterly honorarium of fifteen dollars (\$15.00), per run. For any runs lasting longer than 2 hours, each responding EMS volunteer will be granted an honorarium of twenty dollars (\$20.00), per run.
3. All EMS salaries will be paid out of the General Fund (101).
4. Any Full-Time EMT who is required to work on a holiday recognized by the village will receive Holiday compensation of twelve (12) hours, their regularly scheduled shift, at their respective rate of pay, along with their overtime rate of pay for hours actually worked. Any Part-Time EMT who is required to work on a holiday recognized by the village will receive their overtime rate of pay for hours actually worked. Shift Differentials apply.
5. Full-Time EMT's shall receive an additional \$0.50 per hour on their rate.

6. The designated Captain shall receive an additional \$1.00 per hour on their rate.
7. Part-time EMT's who work on the weekend, 7:00pm Friday through 7:00am Monday, will get an additional \$2.00 per hour.

E. Administrative Department

1. **Salary of the members of the Village of North Baltimore Administrative Department shall be paid as follows: (rates noted as dollars per hour).**

Village Administrator:	\$36.05 (Salaried)	\$37.13
Fiscal Officer:	\$32.93 (Salaried)	\$33.92
Asst. Finance Officer:	\$26.12	\$26.90
Finance Clerk I:	\$18.00	\$18.00

2. **The Village Administrator's salary shall be split and paid evenly between The General Fund (101), Street Construction Maintenance and Repair Fund (201), Water Utility Fund (511), and Wastewater Utility Fund (521).**
3. **The Finance Officer and Asst. Finance Officer Salaries shall be split and paid evenly between The General Fund (101), Water Utility Fund (511), and Wastewater Utility Fund (521).**
4. **The Finance Clerk I salary shall be split and paid evenly between the Water Utility Fund (511), and Wastewater Utility Fund (521).**
5. **Cleaning: The Village allows a monthly stipend of Two Hundred and Sixty Dollars (\$260.00) as compensation for services related to cleaning the front office. This stipend is offered to an employee who administers cleaning services for the respective month. This stipend may be split between multiple employees. This stipend will be split and paid evenly between the General Fund (101), Water Utility Fund (511), and Wastewater Utility Fund (521).**

F. Legislative Department

1. **Salary of the members of the Village of North Baltimore Legislative Body shall be as follows: (rates are noted as annual salaries)**

Mayor:	\$9,120.00 (Salaried)	\$15,000 on 1/1/28
Council Member:	\$3,600.00 (Salaried)	\$5,000 for 4 members on 1/1/26, \$5,000 for 2 members on 1/1/28
Clerk:	\$6,300.00 (Salaried)	\$7,500

2. **All Legislative salaries shall commence at the beginning of the next elected term.**
3. **All Legislative salaries shall be paid from the General Fund (101).**
4. **All legislative salaries will be paid evenly on a monthly basis.**
5. **Any council member who is appointed to council president will be eligible for a two hundred fifty dollar (\$250.00) pay increase. This pay increase is an annual increase, dispensed evenly on regular council pay dates throughout the year.**

G. Street Department- Parks, Buildings, Land, & Street Cleaning

1. Salaries of the members of the Village of North Baltimore Street Department shall be paid as follows: (rates noted as dollars per hour).

Public Works Superintendent:	\$29.67 (Salaried)	\$30.56
Public Works Foreman	\$22.59	\$23.27
Street Laborer 2:	\$19.25	\$19.83
Street Laborer 1:	\$17.00	New Hire

2. Any Street Department Employee who is required to work on a holiday recognized by the village will receive Holiday compensation of eight (8) hours, their regularly scheduled shift, at their respective rate of pay, along with their overtime rate of pay for hours actually worked. Shift Differentials apply.
3. Shift Differential: Any Street Department employee beginning their shift between the hours of 3PM and 7AM will receive an extra Seventy-five (\$.75) Cents per hour in addition to their regular rate of pay.
4. For budgetary purposes, all Street Department salaries have been designated to be expended from the following funds: fifteen (15%) percent paid from the General Fund (101), fifty-five (55%) percent paid from The Street Construction, Maintenance, and Repair Fund (201), ten (10%) percent paid from The Parks and Recreation Fund (204), five (5%) percent paid from The Storm water Fund, fifteen (15%) percent paid from The Street Cleaning Assessment Fund (821). The aforementioned designations are based on historical data. Regardless of time-sheet information, Street Department Salaries shall be expended according to the aforementioned percentage distributions. Overtime will be expensed to the fund for which the work is completed.
5. In the absence of the Public Works Superintendent, the Public Works Foreman will receive an additional \$1.00 per hour.
6. A new hire Street Laborer has 6 months to obtain a minimum of a Class B CDL license. Upon obtaining a CDL license and completing their 6 month probationary period, they then will receive an additional \$.50 compensation.
7. The Public Works foreman shall be a commercial certified spray applicator. One additional Public Works employee certified in commercial spray application shall receive an additional \$.50 per hour for holding the commercial spray certification.

H. Public Utilities Department

1. Salaries of the members of the Village of North Baltimore Public Utilities Department shall be paid at their placement on the salary schedule incorporated into this resolution as Exhibit A.

Utility Director:	\$45.31(Salaried)	\$46.67
Operator of Records:	\$26.17	\$28.53
Utility Operator:	\$27.94	\$30.45
Utility Operator:	\$24.82	\$27.05
Utility Operator:	\$22.28	\$24.29
Utility Operator:	\$22.29	\$24.30
New Hire Utility Operator:	\$17.00	\$18.50

2. Any Utility Department employee who is required to work on a holiday recognized by the village will receive Holiday compensation of

eight (8) hours, their regularly scheduled shift, at their respective rate of pay, along with their over-time rate of pay for hours actually worked. Shift Differentials apply.

3. Shift Differential: Any Utility employee beginning their shift between the hours of 3PM and 7AM will receive an extra Seventy-five (\$.75) Cents per hour in addition to their regular rate of pay.
4. All Public Utility Department Salaries shall be split and paid evenly between the Water Utility Fund (511) and Wastewater Utility Fund (521). Regardless of time-sheet information, Public Utility salaries shall be expended according to the aforementioned distributions. Overtime will be expensed to the fund for which the work is completed.
5. Any utility employee who receives further certification or class license (1-4) shall be compensated as designated in the Licensing Payments Schedule adopted September 1, 2020 in Ordinance 2020-26.

SECTION 5: That this Resolution shall take effect and be in force from the pay period beginning December 28, 2025.

SECTION 6: That all resolutions which are in conflict with this Resolution are hereby repealed, replaced and/or amended.

SECTION 7: That this Council hereby finds and determines that all formal actions relative to adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 8. Emergency Clause. This Resolution constitutes an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of North Baltimore and as such shall go into immediate effect upon the passage thereof. The reason for the emergency is that the public peace, health, safety, and welfare of the Village residents requires this Resolution to become effective immediately.

EMERGENCY CLAUSE

YEAS _____ NAYS _____

VOTE ON MEASURE

YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this _____ day of _____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

FISCAL OFFICER CERTIFICATE

State of Ohio, County of Wood

It is hereby certified that the amount required to meet the obligation in the foregoing Resolution No. 37 - 2025 has been lawfully appropriated and is in the Treasury, or in the process of collection to the credit of the proper fund, free from any previous encumbrances.

Date: _____

Matthew Clouse

Fiscal Officer

Village of North Baltimore, Wood County, Ohio

1st Reading: November 12, 2025

2nd Reading: November 25, 2025

Final Reading:

Effective Date:

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 - 34

**AN ORDINANCE APPROVING ANNUAL APPROPRIATIONS FOR THE FISCAL
YEAR ENDING DECEMBER 31, 2026**

WHEREAS, it is necessary to make annual appropriations for current expenses and other expenditures of the Village of North Baltimore, State of Ohio, during the fiscal year ending December 31, 2026;

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

SECTION I: To provide for the current expenses and other expenditures of the Village of North Baltimore for the fiscal year ending December 31, 2026, the following sums be and they are hereby set aside and appropriated, as outlined in the attached Exhibit.

SECTION II: This ordinance is necessary to establish the Annual Appropriation Ordinance accounts as listed in the attached Exhibit for the year ending December 31, 2026, and to certify the same to the Wood County Auditor.

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

EMERGENCY CLAUSE VOTE
YEAS _____ NAYS _____

VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this 9th day of December, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

FISCAL OFFICER CERTIFICATE

State of Ohio, County of Wood

It is hereby certified that the amount required to meet the obligation in the foregoing Ordinance No. 2025 - 34 has been lawfully appropriated and is in the Treasury, or in the process of collection to the credit of the proper fund, free from any previous encumbrances.

Date: _____

**Matthew Clouse
Fiscal Officer
Village of North Baltimore, Wood County, Ohio**

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 – 35

AN ORDINANCE AMENDING ORDINANCE 2025-18 TO MODIFY THE CONTAINER REQUIREMENT FOR ALCOHOLIC BEVERAGES WITHIN THE NORTH BALTIMORE DESIGNATED OUTDOOR REFRESHMENT AREA (DORA)

WHEREAS, the Council of the Village of North Baltimore previously adopted Ordinance 2025-18 establishing a Designated Outdoor Refreshment Area (DORA) pursuant to ORC 4301.82; and

WHEREAS, the current rules of the DORA include a provision requiring that all beer, wine, or intoxicating liquor be contained in the official cup of the DORA; and

WHEREAS, the Village Council desires to amend this provision to allow participating establishments to serve alcoholic beverages in any plastic bottle or other non-glass container supplied by the establishment, consistent with state law and public safety requirements;

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

SECTION 1. Ordinance 2025-18 is hereby amended to revise the section under “Regulations specific to the North Baltimore Designated Outdoor Refreshment Area,” replacing the current language reading:

“All beer, wine, or intoxicating liquor must be contained in the official cup of the DORA.”

with the following:

“All beer and intoxicating liquor must be served solely in plastic bottles or other non-glass containers supplied by the establishment from which the beverage is purchased.”

SECTION 2. All other provisions, boundaries, and operational requirements of Ordinance 2025-18 shall remain in full force and effect.

SECTION 3. This Ordinance shall take effect at the earliest period allowed by law.

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

PASSED by the Council of the Village of North Baltimore, Ohio, this _____ day of _____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

First Reading: November 4, 2025
Second Reading: November 12, 2025
Third Reading: November 25, 2025
Effective Date: December 25, 2025

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 34 – 2025

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
EMERGENCY MEDICAL SERVICES AGREEMENT WITH JACKSON TOWNSHIP**

WHEREAS, the Village of North Baltimore is a statutory village located in Wood County, Ohio, possessing powers of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution; and

WHEREAS, the Village provides emergency medical services known as the North Baltimore Emergency Medical Services; and

WHEREAS, the Council of the Village of North Baltimore desires to enter into an Emergency Medical Services Agreement with Jackson Township to provide for continued and coordinated delivery of emergency medical services; and

WHEREAS, Council finds that approval of this Agreement is in the best interest of the Village and its residents.

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

Section 1. The Emergency Medical Services Agreement with Jackson Township, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the Village.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with Section 121.22 of the ORC.

Section 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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

Vote on Measure: _____ Yeas _____ Nays _____ Abstentions

ADOPTED AND EFFECTIVE this 25th day of November 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

Exhibit A

EMERGENCY MEDICAL SERVICES AGREEMENT

WHEREAS, the Village of North Baltimore, Wood County, Ohio, (Village), and the Township of Jackson, Wood County, Ohio, (Township), desire to enter into an Emergency Medical Services Agreement (the “Agreement”).

NOW, THEREFORE, it is agreed between the Village of North Baltimore and the Township of Jackson:

ARTICLE I. AUTHORITY

The Village of North Baltimore, a statutory Village, represents that it has the authority to operate the North Baltimore Emergency Medical Service.

ARTICLE II. PERSONNEL

The Village of North Baltimore represents that the North Baltimore Emergency Medical Service personnel are, at a minimum, certified pursuant to Ohio Revised Code §4765.30.

ARTICLE III. OPERATION AND EXPENSES

The Village shall furnish emergency medical services (EMS) to the residents, residential and commercial, of Jackson Township, within the Coverage Area, on a call-by-call basis. The Coverage Area for EMS shall be limited to that portion of Jackson Township south of the CSX rail line. The Village shall not be responsible for furnishing EMS outside the Coverage Area.

The Village shall comply with all applicable statutes, ordinances, and regulations related to providing EMS to the Township, including, but not limited to, the use and maintenance of protected health information in compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

For such services, the Township shall pay to the Village the annual sum of \$48,000 for each one-year period beginning January 1, 2026, and continuing through December 31, 2028, (EMS Fee). The annual fee shall be payable in two equal installments per year, with the first installment being due and payable on April 15 and the last being due and payable on September 15 of each year.

This Emergency Medical Services Agreement shall be effective January 1, 2026, through December 31, 2028, unless terminated by law or by written notice to the other party of its intention to cancel this Agreement not less than sixty (60) days from giving such notice. This agreement shall automatically continue beyond the end of the three (3) year period until a new agreement is reached or until cancellation as described above. Expiration or termination of this Emergency Medical Services Agreement shall not excuse untimely payment of the EMS Fee by the Township, nor prevent collection of such EMS Fee by the Village.

The Village shall be permitted to invoice the insurance company of the recipient of EMS services provided in Jackson Township. The Village will be billing our standard rates to the insurance company for services rendered and will receive all insurance payments as part of the contract. The Village will in return “soft bill” or not pursue payment from Jackson Township residents for expenses that their insurance company will not cover for EMS services provided.

The Village shall be solely liable for the maintenance and upkeep of its ambulance(s), shall provide medical supplies and medicines to recipients of EMS at no cost to the Township other than the EMS Fee. The Village shall be responsible for direct operating expenses incurred by the Village related to the operation of EMS, and the Village shall hold the Township harmless from the same.

ARTICLE IV. INDEMNIFICATION

The Village shall be responsible for any and all liabilities, claims, losses, damages or expenses, including but not limited to personal injury, death, or other property damage, which arise from its own acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, or the laws of the State of Ohio. In no event shall the Township be liable for any costs, other than the EMS Fees due the Village by the Township pursuant to this Agreement, or for any indirect, consequential, incidental, special or punitive damages or lost profits. The parties agree that nothing in this provision shall be construed as a waiver of political subdivision immunity or any other defenses provided under state or federal law

The Village shall defend, indemnify and hold the Township, its officials, employees, departments, agents and assigns harmless from any and all liabilities, claims, demands or judgments made or obtained arising out of EMS performed by the Village pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to intentional or negligent acts of the Village or its officials, employees, agents or volunteers. The Township shall give timely notice and accord to the Village of any such claims or demands and permit the Village the right to defend and settle all such claims.

ARTICLE V. INSURANCE

The Village of North Baltimore shall procure and maintain adequate liability insurance coverage, in an amount not less than \$1,000,000, for the duration of this Agreement as follows: (1) insurance against claims for injuries to persons or damages to property which may arise from or in connection with the EMS; (2) auto liability, including but not limited to, all vehicles and equipment used in responding to a Jackson Township EMS call; (3) errors, omissions, malpractice and liability coverage; and (4) umbrella / excess insurance.

The cost of all insurance shall be borne by the Village. The Township and its Board of Trustees are endorsed as additionally insured on the policies. All insurance certificates and endorsements shall be provided to Township upon execution of this amendment.

ARTICLE VI. RECORDS

The Village of North Baltimore shall deliver copies of all log reports within seven (7) days upon request by the Jackson Township Trustees, subject to federal and state privacy laws.

The Village shall send a copy of each run report to the Division of EMS.

ARTICLE VII NON-DISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of Section 125.111, Revised Code of Ohio, the Village or any person acting on behalf of the Village shall not:

1. **Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.**
2. **Discriminate in any manner against or intimidate any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, national origin or ancestry.**

ARTICLE VIII. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE IX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be

construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

ARTICLE X. NOTICE

Any notice required to be given herein shall be sent to the parties at their respective address below. Any changes to a party's address must be provided in writing.

ARTICLE XI. AUTHORITY

The Council of the Village has authorized the Mayor and/or the Village Administrator to execute this agreement on behalf of the Village, and all deliberations concerning this agreement were held at meetings of the Village and the Township open to the public in accordance with Ohio's Sunshine Laws.

Village of North Baltimore
205 N. Main Street
North Baltimore, Ohio 45872

Jackson Township
19981 Railroad St.
Hoytville, Ohio 43529

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as evidenced by their signatures below.

Village of North Baltimore

Mayor / Village Administrator

Print Name

Date

Jackson Township

Trustee

Print Name

Date

Trustee

Print Name

Date

Trustee

Print Name

Date

Approved as to form

Solicitor
Village of North Baltimore

Date

Counsel
Jackson Township

Date