



VILLAGE OF NORTH BALTIMORE Council Regular Meeting 9/9/25

September 09, 2025
5:30 PM

Agenda

- I. Prayer 5:20 PM**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Approval of Minutes**

Motion by _____ to approve the Council meeting minutes of the _____ meeting. Seconded by_____. All approve

Motion by _____ to approve the Council meeting minutes of the _____ meeting. Seconded by_____. All approve
- V. Public Participation (5-min limit)**
- VI. Letters and Communications**
- VII. Administrative Reports**
 - 1. EMS Chief:**
 - 2. Fire Chief:**
 - 3. Police Chief:**
 - 4. Utility Director:**
 - 5. DPW Superintendent:**
 - 6. Village Administrator:**
 - 7. Finance Officer:**

8. Clerk:
9. Appointed Legal Counsel:
10. Mayor:

VIII. Standing Committee

1. Economic and Community Development (Cook) -
2. Public Safety (Hefner) -
3. Personnel, Policy and Ordinance Review (Richmond) -
4. Public Works (Beaupry) -
5. Public Utilities (Sweat) -
6. Finance and Technology (Engard) -

IX. New Legislation, Resolutions, Motions or Business

1. ORDINANCE NO. 2025 – 28: AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT WITH FIBER OPTIC MANAGEMENT LLC, DBA TURNKEY NETWORK SOLUTIONS, AND DECLARING AN EMERGENCY.
2. RESOLUTION NO. 25 – 2025: A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT WITH SPRINT SPECTRUM LLC AND APPROVING THE LEASE TERMS.
3. RESOLUTION NO. 26 – 2025: A RESOLUTION AMENDING RESOLUTION NO. 16-2025 TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT OR CONTRACTS WITH NECO WATER FOR NEPTUNE MY360 SETUP, TRAINING, SINGLE-SIGN-ON INTEGRATION, AND ANNUAL SUBSCRIPTION SERVICES, AND DECLARING AN EMERGENCY.
4. RESOLUTION NO. 27 – 2025: A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE WOOD COUNTY LOCAL PARK IMPROVEMENT GRANT PROGRAM ON BEHALF OF THE VILLAGE OF NORTH BALTIMORE, OHIO FOR THE 2026 PROGRAM YEAR

X. Second Reading of Ordinances and Resolutions

- 1. RESOLUTION NO. 23 – 2025: A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE VILLAGE OF NORTH BALTIMORE ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS STREET LEVY FUND FOR THE CT24AB / CE33AB, EAST BROADWAY ROADWAY RECONSTRUCTION WITH THE PROCEEDS OF TAX-EXEMPT DEBT OF THE STATE OF OHIO AND DECLARING AN EMERGENCY**
- 2. ORDINANCE NO. 2025-20: AN ORDINANCE VACATING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY KNOWN AS OAK STREET, SITUATED IN THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO, AND CONVEYING SAID VACATED PORTION TO LESLIE LINDQUIST AND RICHARD A. & MARY E. CAPELLE**

XI. Third Reading of Ordinances and Resolutions

- 1. RESOLUTION NO. 18 - 2025: A RESOLUTION AMENDING SECTION 4.04 – WORK SCHEDULES AND TIME OFF (FORMERLY TITLED “WORK SCHEDULING”) – OF THE VILLAGE OF NORTH BALTIMORE PERSONNEL POLICY MANUAL TO CLARIFY AND MODERNIZE POLICIES REGARDING WORK SCHEDULES, REST AND MEAL PERIODS, FLEX TIME, AND COMPENSATORY TIME.**
- 2. RESOLUTION NO. 21 – 2025: A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A TRAP-NEUTER-RETURN (TNR) PROGRAM AGREEMENT WITH FOR THE LOVE OF CATS (FLOC) FOR THE MANAGEMENT OF FERAL CAT POPULATIONS IN THE VILLAGE OF NORTH BALTIMORE, APPROVING SAID AGREEMENT AS EXHIBIT A, AND DECLARING AN EMERGENCY**

XII. 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 Ohio Revised Code §121.22(G)(1), with potential action to follow.

XIII. Other New Business

XIV. Other Old Business

XV. Payment of Bills: A motion was made by Mr./Ms. _____ to pay the bills in the amount of _____. Seconded by Mr./Ms. _____. All approved

XVI. Adjournment



VILLAGE OF NORTH BALTIMORE

205 North Main Street, North Baltimore, OH 45872

Phone (419)-257-2394 Fax (419)-257-2457

Village Administrator Amended Report for Tuesday September 9, 2025 Submitted Friday September 5th

E. Broadway Resurfacing Project

- Anticipated completion by late November.

Water Street Bridge Replacement Project

- Anticipated completion by mid-September.

Stormwater Projects

- Design phase is complete.
- Reviewing documents with Colliers.
- Actively pursuing grant funding to support construction in 2026 or 2027.

New Computers

- Scheduled for setup on September 19.

Cybersecurity – Microsoft Defender

- Based on InTech's recommendation, I authorized a transition from Trend Micro to Microsoft Defender.
- This change will increase costs by approximately \$500 annually (Trend Micro at \$3.50/user/month vs. Defender at \$5.20/user/month).

Grants

- TMACOG Transportation Alternatives Program (TAP): Awarded \$688,000 in State Fiscal Year 2030 for the SR 18 & Poe Road Multi-Use Path project.
- School Traffic Signals (Rudolph & E. Cherry): Majority of project costs covered by a Wood County Health Department grant.

Upcoming Meetings and Events

- Thursday, September 11 | 4:00–6:00 p.m. | North Baltimore Library

Connecting Rural Wood County: A Transit Feasibility Study

“The Wood County Health Department, in partnership with Great Lakes Community Action Partnership, conducted a needs-based transit resource assessment and feasibility report for Southern Wood County to consider options for expanding public transit access, enabling residents to reach essential services such as healthcare and grocery stores.”


www.intech-us.com
419-354-0007
440 E. Poe Rd., Suite 201, Bowling Green, Ohio 43402

♦ Quote AAAQ3250

Valid through September 27, 2025 @ 11:59 pm

Prepared For:

Village of North Baltimore
 Josh Bender
 Phone: 419-257-2394 Fax 419
 205 N Main St
 North Baltimore, OH 45872
 nbadmin@northbaltimore.net

Prepared By:

Craig Kenyon
 Vice President
 Phone: 419-354-0007
 Fax: 419-352-2338
 Email: craig@intech-us.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

♦ Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
25	Microsoft Defender for Endpoint P2 (Annual Subscription)		\$62.40	\$1,560.00
			SubTotal:	\$1,560.00
			Shipping:	\$0.00
			Sales Tax:	\$0.00
			Total:	\$1,560.00

♦ Acceptance Detail

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.
PROPOSALS BETWEEN \$1000.00 and \$10,000.00 REQUIRE 50% DOWN BEFORE ORDER IS PLACED. SHIPPING WILL BE ADDED ON FINAL INVOICE. PROPOSALS OVER \$10,000.00 WILL REQUIRE A DOWNPAYMENT OF 75% BEFORE THE ORDER IS PLACED. SHIPPING WILL BE ADDED ON FINAL INVOICE. RETURNS SUBJECT TO A MINIMUM 25% RESTOCKING FEE(RESTOCKING FEES BASED PER ITEM). NO RETURNS ON SOFTWARE LICENSES. NO RETURNS AFTER 7 DAYS FROM DELIVERY. ITEMS THAT ARE ON BACKORDER MAY CHANGE PRICE AND WE WILL NOTIFY BEFORE ORDER IS RELEASED.

IP Address 24.106.64.30

PO Number
(Optional: Enter PO Number as your reference only.)
Comments



Toledo Metropolitan Area Council of Governments
300 Dr. Martin Luther King Jr. Drive, Suite 300, Toledo, OH 43604

P.O. Box 9508 Toledo, OH 43697-9508
Phone 419.241.9155 | www.tmacog.org

Item 6.

September 4, 2025

Mason Davis
Economic Development Specialist
Village of North Baltimore
205 N. Main St.
North Baltimore, OH 45872

Project Name: SR 18 & Poe Road Multi-Use Path

Sponsor: Village of North Baltimore

Dear Mason:

This letter is regarding the application for the SR 18 & Poe Road Multi-Use Path project submitted for Transportation Alternatives Program (TAP) funding in 2025. TMACOG is able to fund this project in the amount of \$688,000. TMACOG will proceed in working with the Ohio Department of Transportation District 2 office to get this project programmed in State Fiscal Year 2030. The programmed fiscal year is subject to change upon completion of a field review.

If you should have any questions, feel free contact me at 419-820-4512 or via email at householder@tmacog.org.

Sincerely,

Lisa Householder
Program Manager, TMACOG

LH:jc

CONNECTING RURAL WOOD COUNTY

Item 6.

A TRANSIT FEASIBILITY STUDY



OPEN HOUSE

**PLEASE JOIN US AS WE SHARE RESULTS FROM THE
STUDY AND EXPLORE WHAT COMES NEXT.**

>>>> SEPTEMBER 11, 2025 <<<<
4:00 P.M. – 6:00 P.M.

**NORTH BALTIMORE PUBLIC LIBRARY:
230 N. MAIN ST., NORTH BALTIMORE, OH 45872**

THE WOOD COUNTY HEALTH DEPARTMENT, IN PARTNERSHIP WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP, CONDUCTED A NEEDS-BASED TRANSIT RESOURCE ASSESSMENT AND FEASIBILITY REPORT FOR SOUTHERN WOOD COUNTY TO CONSIDER OPTIONS FOR EXPANSION OF PUBLIC TRANSIT ACCESS TO ALLOW THE PUBLIC TO ACCESS ESSENTIAL SERVICES SUCH AS HEALTHCARE AND GROCERY STORES.

FOR QUESTIONS CONTACT: GREAT LAKES
COMMUNITY ACTION PARTNERSHIP
419-333-5097 OR CTCURTIS@GLCAP.ORG

 **Wood County
Health Department**

 **Great Lakes
COMMUNITY ACTION
PARTNERSHIP**

FINANCE OFFICERS REPORT

SEPTEMBER 9, 2025 COUNCIL MEETING

Ladies and Gentlemen:

I successfully closed the books on August 2025.

The following pages include the Fund Balance Report, Bank Balance Report, and Bank Reconciliation Report for August 31, 2025. Also, included is a list of payments. As always, we balance to the penny on the reconciliation.

We are waiting to hear back from Jackson Twp. on a possible EMS contract agreement for 2026.

We are waiting to hear from our insurance company on whether they will pay for the damages to the 2019 F-450 ambulance.

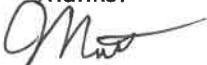
Star Ohio is currently paying 4.45%.

We are currently waiting to advertise for the JEDD expansion hearing. Northpointe, the property owner needs to petition for the JEDD expansion, and they would like some time to think things over.

The Neptune my 360 set-up is currently on hold, pending a decision on whether to move forward with the single-sign-on(SSO) version.

As always, let me know if there is anything else, I can provide you with as you contemplate your many decisions on upcoming projects. I am always accessible via email, nbfinance@northbaltimore.net or cell phone at 419-618-1975.

Thanks!



Matt

Cash Summary by Fund
VILLAGE OF NORTH BALTIMORE, WOOD COUNTY
August 2025
1/1/2025 to 8/31/2025

Item 7.

Fund Number	Fund Name	Fund Balance 1/1/2025	YTD	Revenue	YTD Expenditures	Fund Balance 8/31/2025	Projected Revenue Thru 12/31/2025	Projected Expenditures Thru 12/31/2025	Projected Fund Balance 12/31/2025
1000	General	\$1,946,580.17		\$1,987,678.22	\$1,420,985.75	\$2,513,342.64	\$2,539,734.75	\$2,520,687.67	\$1,965,627.26
2011	Street Construction, Maint. and Repair	\$240,299.63		\$129,307.51	\$158,294.13	\$211,313.01	\$245,200.00	\$237,441.20	\$248,058.44
2021	State Highway	\$67,700.28		\$10,468.20	\$27,558.24	\$50,610.24	\$15,400.00	\$57,137.36	\$25,962.92
2031	Cemetery	\$8,715.36		\$425.00	\$4,431.44	\$4,708.92	\$700.00	\$5,447.16	\$3,968.20
2041	Parks and Recreation	\$53,027.10		\$2,462.00	\$29,011.10	\$26,478.00	\$40,462.00	\$50,516.65	\$42,972.45
2081	Drug Law Enforcement	\$16,136.67		\$5,439.00	\$0.00	\$21,575.67	\$10,000.00	\$3,000.00	\$23,136.67
2101	Permissive Motor Vehicle License Tax	\$183,151.05		\$17,049.82	\$35,174.82	\$165,026.05	\$24,300.00	\$137,762.23	\$69,688.82
2151	Coronavirus Relief Fund	\$123,396.71		\$0.00	\$99,827.40	\$23,569.31	\$0.00	\$123,396.71	\$0.00
2271	Enforcement and Education	\$6,056.27		\$0.00	\$0.00	\$6,056.27	\$50.00	\$500.00	\$5,606.27
2401	Tree Maint.Special Assessment	\$66,711.57		\$22,235.93	\$6,891.45	\$82,056.05	\$22,235.93	\$29,837.18	\$59,110.33
2402	Street Cleaning Special Assessment	\$60,816.98		\$87,331.49	\$55,294.84	\$92,853.63	\$87,331.49	\$82,942.26	\$65,206.21
2403	Street Lighting Special Assessment	\$17,849.14		\$70,213.91	\$40,089.09	\$47,973.96	\$70,213.91	\$60,496.64	\$27,566.42
2404	3rd Street Sewer Special Assessment	\$5,839.04		\$0.00	\$0.00	\$5,839.04	\$0.00	\$500.00	\$5,339.04
2405	Sewer Tap Special Assessment	\$164,106.68		\$960.81	\$173.85	\$164,893.64	\$960.81	\$20,260.78	\$144,806.72
2406	Sidewalk Special Assesment	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Mayor's Court Computer Fund	\$3,638.04		\$575.00	\$0.00	\$4,213.04	\$900.00	\$600.00	\$3,938.04
2902	County Recycling Grant Fund	\$3,751.84		\$0.00	\$0.00	\$3,751.84	\$1,075.00	\$300.00	\$4,526.84
2903	Street Levy Fund	\$179,882.98		\$102,792.43	\$31,678.69	\$250,996.72	\$110,570.56	\$223,518.04	\$66,935.51
2904	Village Wide Grants	\$4,331.50		\$6,138.24	\$6,132.09	\$4,337.65	\$6,138.24	\$6,200.00	\$4,269.74
2905	Fire Levy Fund	\$77,107.86		\$68,306.76	\$65,555.21	\$79,859.41	\$73,170.77	\$70,300.00	\$79,978.63
2906	Fire Equipment Debt Fund	\$10,531.78		\$0.00	\$530.60	\$10,001.18	\$0.00	\$550.00	\$9,981.78
2907	Street Opening Deposit	\$1,261.52		\$0.00	\$0.00	\$1,261.52	\$498.00	\$0.00	\$1,759.52
2908	K-9 Unit Special Revenue	\$2,500.00		\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00
2909	Disk Golf Special Revenue	\$352.63		\$0.00	\$0.00	\$352.63	\$0.00	\$0.00	\$352.63
4901	Water Capital Projects	\$1,025,943.31		\$85,787.04	\$324,952.76	\$786,777.59	\$120,000.00	\$387,429.14	\$758,514.17
4902	Sewer Capital Projects	\$1,706,798.37		\$121,584.56	\$52,387.05	\$1,775,995.88	\$182,000.00	\$73,326.00	\$1,815,472.37
4903	Equip Replacement Capital Proj - Fire	\$90,162.49		\$5,705.00	\$4,854.88	\$91,012.61	\$5,705.00	\$26,550.11	\$69,317.38
4904	Equip Replacement Capital Proj - Police	\$80,000.00		\$0.00	\$0.00	\$80,000.00	\$30,000.00	\$32,000.00	\$78,000.00
4905	Equip Replacement Capital Proj - EMS	\$39,058.00		\$0.00	\$0.00	\$39,058.00	\$71,424.96	\$0.00	\$110,482.96
4906	Equip Replacement Capital Proj - Street	\$39,937.85		\$0.00	\$1,200.00	\$38,737.85	\$15,000.00	\$1,200.00	\$53,737.85
4907	Equip Replacement Capital Proj - Sweeper	\$45,000.00		\$0.00	\$0.00	\$45,000.00	\$15,000.00	\$0.00	\$60,000.00
5101	Water Operating	\$2,157,334.27		\$1,003,542.27	\$822,372.89	\$2,338,503.65	\$1,540,117.78	\$1,233,559.34	\$2,463,892.72
5201	Sewer Operating	\$2,206,554.43		\$917,036.92	\$972,196.83	\$2,151,394.52	\$1,487,617.96	\$1,333,295.25	\$2,360,877.15
5202	Storm Sewer Operating	\$142,876.20		\$34,678.47	\$38,257.20	\$139,297.47	\$55,318.67	\$67,385.80	\$130,809.07
5741	USDA Debt Reserve Fund	\$548,000.00		\$0.00	\$0.00	\$548,000.00	\$0.00	\$0.00	\$548,000.00
5761	Water Equip Replacement Reserve	\$735,513.81		\$50,000.00	\$0.00	\$785,513.81	\$74,650.00	\$0.00	\$810,163.81
5762	Sewer Equip Replacement Reserve	\$585,987.54		\$0.00	\$0.00	\$585,987.54	\$28,975.00	\$0.00	\$614,962.54
5781	Utility Deposit	\$33,681.09		\$3,540.00	\$471.91	\$36,757.41	\$4,460.00	\$471.91	\$37,669.18
9101	Unclaimed Monies	\$3,842.09		\$0.00	\$0.00	\$3,842.09	\$0.00	\$0.00	\$3,842.09
9201	JEDD Income Tax-Gross Incoming Revenue	\$0.00		\$267,720.55	\$245,506.83	\$22,213.72	\$391,580.83	\$391,580.83	\$0.00
9202	JEDD Income Tax-10% To Administrative Acct.	\$0.00		\$24,550.69	\$24,550.69	\$0.00	\$39,158.08	\$24,603.74	\$14,554.34
9203	JEDD Income Tax-60% To Henry Township	\$0.00		\$147,304.10	\$147,304.10	\$0.00	\$234,948.50	\$234,948.50	\$0.00
9204	JEDD Income Tax-30% To North Baltimore	\$0.00		\$73,652.04	\$0.00	\$73,652.04	\$117,474.25	\$0.00	\$117,474.25
Report Total:		\$12,684,434.25		\$5,246,485.96	\$4,615,683.84	\$13,315,314.60	\$7,544,898.24	\$7,437,744.46	\$12,791,588.03

BANK BALANCE REPORT

VILLAGE OF NORTH BALTIMORE

August 2025

BANK	DESCRIPTION	BEGINNING	YEAR TO DATE	YEAR TO DATE	TRANSFER IN	TRANSFER OUT	BALANCE
		YEAR BALANCE	DEPOSITS	WITHDRAWLS	TO DATE	TO DATE	
1010	HUNTINGTON CHECKING	\$194,084.22	\$4,864,534.19	\$4,615,683.84	\$1,355,155.79	\$1,720,000.00	\$174,915.50
1011	STAROHIO	7,299,577.64	227,236.31	0.00	\$1,720,000.00	1,355,000.00	7,871,813.95
1032	CASH ON HAND	100.00	0.00	0.00	0.00	0.00	100.00
1033	CASH ON HAND	60.00	0.00	0.00	0.00	0.00	60.00
1049	MEEDER INVESTMENTS	3,036,075.27	98,868.86	0.00	\$0.00	155.79	3,134,788.34
1050	CHARLES SCHWAB MONEY MARKET	2,154,537.12	55,846.60	0.00	0.00	0.00	2,210,383.72
TOTALS		\$12,684,434.25	\$5,246,485.96	\$4,615,683.84	\$3,075,155.79	\$3,075,155.79	\$13,392,061.51

BANK RECONCILIATION REPORT

VILLAGE OF NORTH BALTIMORE

August 2025

Item 7.

BANK BALANCES

Huntington General Checking		\$174,915.50
LESS:		
Outstanding Checks	Old	-1,067.85
	New	-\$75,998.74
PLUS:		
Unposted deposits		
TOTAL BANK BALANCES		\$97,848.91

INVESTMENT BALANCES

Meeder Investment Account	\$3,134,788.34
Schwab Investment Account	2,210,383.72
StarOhio Investment Account	7,871,813.95
<hr/>	
TOTAL INVESTMENT BALANCES	\$13,216,986.01

PETTY CASH ACCOUNTS]

Utility Register	\$100.00
Mayor's Court Register	\$60.00
Mayor's Court Transfer	0
<hr/>	
	\$160.00

ADJUSTMENTS - PLUS/(MINUS)

The over withholding from insurance	0
The payment to E. Sweat & refund due from Medical Mutual	\$319.68
Misc. over W/H	\$0.00
<hr/>	
TOTAL ADJUSTMENTS	\$319.68

TOTAL BANK BALANCES - August 2025

\$13,315,314.60

TOTAL BOOK BALANCES - August 2025

\$13,315,314.60

DIFFERENCE -

\$0.00

PAYMENTS
VILLAGE OF NORTH BALTIMORE, WOOD COUNTY
8/8/2025 to 9/4/2025

Number	Post Date	Amount	Payee	Purpose
239-2025	8/15/25	\$2,655.54	Wood County Auditor	August tax settlement fees
244-2025	8/18/25	\$1,195.00	Central Collection Agency	Overhead fees
249-2025	8/21/25	\$252.15	Wood County Auditor	August tax settlement fees
591-2025	9/3/25	-\$420.97	HUNTINGTON BANK	REFUND RECEIVED FOR LIFEPAK BATTERY
1077-1120-2025	8/14/25	\$52,389.37	PAYROLL	PAYROLL 8/14/25
1122-2025	8/15/25	\$1,626.14	OHM Advisors	E. Broadway construction inspection
1123-2025	8/18/25	\$19,472.97	Vernon Nagel Inc.	Water St. Bridge Construction
1124-2025	8/14/25	\$726.40	Ohio C. Supp. W/H	Ohio C. Supp. W/H
1125-2025	8/14/25	\$10,969.90	Ohio Police & Fire Pension Fund	Ohio Police & Fire Pension Fund W/H
1126-2025	8/15/25	\$29,116.07	Ohio Public Employees Retirement System	OPERS W/H
1127-2025	8/15/25	\$7,470.17	US Treasury	Federal Tax & Medicare W/H
1128-2025	8/15/25	\$365.00	Ohio Deferred Compensation	Oh Deferred Comp. W/H
1129-2025	8/18/25	\$2,417.41	WEX BANK	BLANKET FOR FUEL
1130-2025	8/18/25	\$723.76	HUNTINGTON BANK	Monthly Bank Service Charge 2024
1131-2025	8/18/25	\$11,316.36	AMERICAN ELECTRIC POWER	Monthly Electric Fees
1132-2025	8/18/25	\$603.71	VERIZON WIRELESS	MONTHLY CELL SERVICE CHARGES
1133-2025	8/18/25	\$900.00	Pitney Bowes	POSTAGE
1136-2025	8/19/25	\$1,625.16	SHEETZ	BLANKET FOR FUEL
1137-2025	8/22/25	\$3,712.50	COLLIERS ENGINEERING & DESIGN INC.	Tarr St. (Park) Stormwater Engineering
1138-2025	8/25/25	\$4,428.11	AMERICAN ELECTRIC POWER	Street Lighting Fees
1139-2025	8/25/25	\$110.00	SPECTRUM BUSINESS	Sewer Monthly Internet Fees
1140-1197-2025	8/28/25	\$54,770.98	PAYROLL	PAYROLL 8/28/25
1199-2025	8/28/25	\$726.40	Ohio C. Supp. W/H	Ohio C. Supp. W/H
1200-2025	8/26/25	\$187.92	Pitney Bowes	Quarterly rental fee
1201-2025	8/28/25	\$1,276.08	Delta Dental	Monthly Dental & Vision W/H
1202-2025	8/28/25	\$200.00	State Bank	HSA W/H
1204-2025	8/28/25	\$7,707.69	US Treasury	Federal Tax & Medicare W/H
1205-2025	8/28/25	\$365.00	Ohio Deferred Compensation	Oh Deferred Comp. W/H
1206-2025	8/28/25	\$1,442.39	CCA	Municipal Income Tax W/H
1207-2025	8/28/25	\$77.26	City of Findlay	Municipal Income Tax W/H
1208-2025	8/28/25	\$1,259.56	School District Income Tax	School Income Tax W/H
1209-2025	8/28/25	\$3,013.61	Ohio Department of Taxation	HSA W/H
1210-2025	8/27/25	\$777.04	BCM ONE	Monthly Long Distance Phone Bill & Equipment
1211-2025	8/27/25	\$225.00	PRO-VISION	Police Software
1212-2025	9/1/25	\$800.00	MEDICAL MUTUAL OF OHIO	HSA W/H
1213-2025	9/1/25	\$33,005.93	MEDICAL MUTUAL OF OHIO	MONTHLY MEDICAL INS PAYMENTS
1214-2025	8/29/25	\$7,830.03	Vernon Nagel Inc.	Water St. Bridge Construction
1216-2025	8/31/25	\$19.71	US BANK	Monthly Trustee Fee for Meeder/US Bank
1217-2025	9/3/25	\$1,074.00	TREASURER OF STATE OF OHIO	Quarterly UAN fees
1218-2025	9/2/25	\$173.03	SHEETZ	BLANKET FOR FUEL
1220-2025	9/3/25	\$199.99	SPECTRUM - TWC	Monthly Internet Services
1221-2025	9/3/25	\$4,919.42	HUNTINGTON BANK	Monthly Credit Card Charges
1223-2025	9/4/25	\$18,086.14	HOHENBRINK EXCAVATING LLC	E. BROADWAY RECONSTRUCTION
53568	8/28/25	-\$1,000.00	PATH MASTER	PEP SAFETY GRANT FOR STREET LIGHT
53750	8/11/25	-\$6,350.00	UNITED FIRE APPARATUS CORP	The Fire Dept. received a grant from Delong Co. for grain rescue equipment.
53751	8/20/25	\$1,960.00	AUTOMATED GENERATOR SYSTEMS	ANNUAL MAINT PLAN TWICE A YEAR MAINT ON ALL THREE GENERATORS
53752	8/20/25	\$1,275.25	AUTOMATIC FIRE PROTECTION	FIRE EXTINGUISHER SERVICING
53753	8/20/25	\$616.29	SHERWIN WILLIAMS	TRAFFIC PAINT CROSSWALKS
53754	8/20/25	\$21.74	INTELLIGENT MAILING SOLUTIONS	ROLLER CLEANER FOR MAIL SORTER
53755	8/20/25	\$95.16	BOUND TREE MEDICAL LLC	BLANKET FOR MEDICAL SUPPLIES
53756	8/20/25	\$150.00	STEARNS & HAMMER	BLANKET FOR LEGAL SERVICES & MAYORS COURT
53757	8/20/25	\$701.00	ALLOWAY	BLANKET FOR LAB TESTING
53758	8/20/25	\$14,383.86	BUCKEYE PUMP INC	PUMP shipping
53759	8/20/25	\$510.00	LEGACY FARMERS COOPERATIVE	30 GALLON DRUM OF WEED SPRAY
53760	8/20/25	\$60.00	CITY OF FINDLAY	BLANKET FOR LAB TESTING
53761	8/20/25	\$240.66	STAPLES - ADVANTAGE	BLANKET FOR OFFICE SUPPLIES
53762	8/20/25	\$143.58	WOOD COUNTY HOSPITAL	BLANKET FOR REFILL MEDICAL SUPPLIES

53763	8/20/25	\$186.98 UNIFIRST	BLANKET FOR UNIFORM CLEANING
53764	8/20/25	\$239.29 LUCKY FARMERS INC	BLANKET FOR OPERATING SUPPLIES
53765	8/20/25	\$1,178.50 HANCOCK COUNTY LANDFILL	BLANKET FOR ST WASTE & SLUDGE DISPOSAL
53766	8/20/25	\$224.45 HANCOCK WOOD ELECTRIC	BLANKET FOR ELEC TO WATER TOWER
53767	8/20/25	\$300.00 GRIFFITH LANDSCAPE MANAGEMENT	CONTRACT TO MOW ZONING VIOLATION PROPERTIES
53768	8/20/25	\$31.24 LOWE'S BUSINESS ACCT.	5 bags of sakrete
53769	8/20/25	\$247.32 PROPANE INC	INSTALL & REMOVE TANK @ DIXIE HWY PROPERTY
53770	8/20/25	\$240.00 WOOD COUNTY SHERIFF	BOOKING FEES
53771	8/20/25	\$76.17 CHRISTOPHER NELSON	DEPOSIT REFUND
53772	8/20/25	\$917.00 VANCE OUTDOORS	TASER CARTRIDGES
53773	8/20/25	\$143.94 CASEYS SALES & SERVICE	BLANKET FOR EQUIPMENT REPAIRS
53774	8/20/25	\$934.87 PRECISION AGGREGATES	BLANKET FOR STONE
53775	8/20/25	\$1,176.20 USA BLUE BOOK	OPERATING SUPPLIES
53776	8/20/25	\$433.60 PERRYSBURG PIPE & SUPPLY	BLANKET FOR OPERATING SUPPLIES
53777	8/20/25	\$390.62 BOB KELLEY INC.	REPAIRS TO DODGE TRUCK
53778	8/29/25	\$65.80 JOSH BENDER	MILEAGE REIMB FOR MEETINGS AUGUST 2025
53779	8/29/25	\$46.20 MASON DAVIS	MILEAGE REIMB FOR MEETING
53780	8/29/25	\$65,000.00 KIRK BROS. CO, INC	filter bed #1 replacement
53781	8/29/25	\$3,860.00 NEPTUNE EQUIPMENT COMPANY	NEPTUNE MY 360 SET-UP, TRAINING, & SUBSCRIPTION
53782	8/29/25	\$600.00 PINE LINE PROPERTY MAINT.	CSX PROPERTY MAINT FOR 2025
53783	8/29/25	\$333.33 MEEDER INVESTMENT MANAGEMENT	BLANKET FOR INVESTMENT ADVISORY
53784	8/29/25	\$30.00 SPECK SALES INC	TIRE FOR MOWER
53786	8/29/25	\$600.00 HAHACO	30 DORA SIGNS
53787	8/29/25	\$45.65 DYLAN ECKHARDT	WATER DEPOSIT REFUND
53788	8/29/25	\$907.35 KUHLMAN CORP.	OPERATING SUPPLIES
53789	8/29/25	\$132.11 STAPLES - ADVANTAGE	BLANKET FOR OFFICE SUPPLIES
53790	8/29/25	\$500.00 PATTERSON SANITATION SERVICE	BLANKET FOR TRASH AND SLUDGE HAULING
53791	9/4/25	<u>\$9,690.00 BUCKEYE HOOK AND LADDER</u>	3rd QUARTER 2025 VOLUNTEER RUNS
TOTAL		\$391,310.09	

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025 – 28

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

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

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3. Emergency Clause.

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

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

**EMERGENCY CLAUSE VOTE
YEAS _____ NAYS _____**

**VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____**

ADOPTED AND EFFECTIVE this 9th day of September 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Becky Walter, Clerk-Treasurer

Exhibit A

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

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

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

and

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

RECITALS

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

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

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

1. Amendment to Section IV – Term of Lease

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

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

2. Clarification of Section VI – Rent

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

3. No Other Changes

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

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

Landlord’s Signature: _____ Date: _____

Print Name: _____

Tenant’s Signature: _____ Date: _____

Print Name: _____

First Reading: September 9, 2025
Second Reading: October 14, 2025
Third Reading: November 11, 2025
Effective Date: December 11, 2025

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 25 – 2025

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE
A THIRD AMENDMENT TO THE COMMUNICATIONS SITE LEASE AGREEMENT
WITH SPRINT SPECTRUM LLC AND APPROVING THE LEASE TERMS.**

WHEREAS, the Village of North Baltimore (“Village”) and Sprint Spectrum LLC (“Tenant”) entered into a Communications Site Lease Agreement dated March 11, 2005, as amended in 2007 and 2016, for placement of Tenant’s communications equipment on the Village’s water tower at 2253 Grant Road; and

WHEREAS, the parties desire to further amend the Lease under the terms of the Third Amendment attached as Exhibit A, with the rent and escalation schedule set forth in Exhibit B; and

WHEREAS, Council finds it in the Village’s best interest to approve the Third Amendment and authorize execution.

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

SECTION 1. The Village Administrator is authorized to execute the Third Amendment to the Communications Site Lease Agreement with Sprint Spectrum LLC, substantially in the form attached as Exhibit A, and to take any actions necessary to carry out this Resolution.

SECTION 2. The rent and escalation schedule attached as Exhibit B is acknowledged and approved as part of this action.

SECTION 3. All formal actions of this Council concerning this Resolution were adopted in open meetings in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect at the earliest date permitted by law. The motion to adopt the foregoing Resolution was moved by Member _____ and seconded by Member _____.

VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____

ADOPTED this _____ day of _____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Becky Walter, Clerk-Treasurer

Exhibit A - Agreement

THIRD AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Third Amendment to Communications Site Lease Agreement (the “Third Amendment”) is effective on the date of the last signature (the “Effective Date”) by Village of North Baltimore, Ohio, an Ohio municipal corporation (“Landlord”), and Sprint Spectrum LLC, a Delaware limited liability company (“Tenant”).

Landlord and Tenant or their predecessors-in-interest entered into a Communications Site Lease Agreement dated March 11, 2005, and a First Amendment to Communications Site Lease Agreement dated March 24, 2007, and a Second Amendment to Communications Site Lease Agreement dated September 23, 2016 (collectively, the “Lease”) regarding the leased space (“Premises”) located at 2253 Grant Road, North Baltimore, OH 45872 (“Property”).

Landlord and Tenant now agree as follows:

1. Tenant is granted five (5) additional five (5) year Renewal Term beginning on April 20, 2035.
2. Rent will be Three Thousand Four Hundred and 00/100 (\$3,400.00) Dollars per month beginning on April 20, 2035.
3. Beginning on April 20, 2035, the escalation set forth in the Lease will end. Rent will then increase by fifteen percent (15%) on April 20, 2040, and at the beginning of each subsequent Renewal Term.
4. Tenant may complete upgrades and additions of new equipment inside its Premises for no additional consideration or fee, in compliance with required permits.
5. As of the Effective Date of this Third Amendment, Landlord shall be responsible for maintaining all portions of the Property in good order and condition, including without limitation, plumbing, elevators, the roof and support structure, landscaping and common areas, as applicable.
6. Tenant may not assign the Lease or sublease to another company without providing Landlord with written notice.
7. Tenant and Landlord will cooperate with each other's requests to approve permit applications and other documents related to the Premises.
8. Landlord may bill Tenant for any charges related to the Lease besides Rent within twelve (12) months of incurring the cost or the charges are waived.
9. Landlord may assign the Lease immediately upon receiving Tenant's consent to the assignment.
10. The current notice addresses for the Landlord and Tenant:

If to Landlord:

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

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Attn: Lease Compliance / DE72XC057

11. The terms of this Third Amendment will control if any provisions conflict with the Lease, otherwise, all other Lease terms will remain in full force and effect. Capitalized terms used but not defined in this Third Amendment will have the same meanings as in the Lease.

12. Landlord and Tenant represent that they have the authority to sign this Third Amendment and have obtained any needed third-party consents to do so.

Landlord:

Village of North Baltimore, Ohio, an Ohio municipal corporation

Tenant:

Sprint Spectrum LLC, a Delaware limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B - Rent and Escalation Schedule

Agreed Offer				
My proposal		Monthly	Yearly	Escalator
4/20/2030	4/19/2031	\$2,950.00	\$35,400.00	0.00%
4/20/2031	4/19/2032	\$2,950.00	\$35,400.00	0.00%
4/20/2032	4/19/2033	\$2,950.00	\$35,400.00	0.00%
4/20/2033	4/19/2034	\$2,950.00	\$35,400.00	0.00%
4/20/2034	4/19/2035	\$2,950.00	\$35,400.00	
4/20/2035	4/19/2036	\$3,400.00	\$40,800.00	0.00%
4/20/2036	4/19/2037	\$3,400.00	\$40,800.00	0.00%
4/20/2037	4/19/2038	\$3,400.00	\$40,800.00	0.00%
4/20/2038	4/19/2039	\$3,400.00	\$40,800.00	0.00%
4/20/2039	4/19/2040	\$3,400.00	\$40,800.00	15.00%
4/20/2040	4/19/2041	\$3,910.00	\$46,920.00	0.00%
4/20/2041	4/19/2042	\$3,910.00	\$46,920.00	0.00%
4/20/2042	4/19/2043	\$3,910.00	\$46,920.00	0.00%
4/20/2043	4/19/2044	\$3,910.00	\$46,920.00	0.00%
4/20/2044	4/19/2045	\$3,910.00	\$46,920.00	15.00%
4/20/2045	4/19/2046	\$4,496.50	\$53,958.00	0.00%
4/20/2046	4/19/2047	\$4,496.50	\$53,958.00	0.00%
4/20/2047	4/19/2048	\$4,496.50	\$53,958.00	0.00%
4/20/2048	4/19/2049	\$4,496.50	\$53,958.00	0.00%
4/20/2049	4/19/2050	\$4,496.50	\$53,958.00	15.00%
4/20/2050	4/19/2051	\$5,170.98	\$62,051.70	0.00%
4/20/2051	4/19/2052	\$5,170.98	\$62,051.70	0.00%
4/20/2052	4/19/2053	\$5,170.98	\$62,051.70	0.00%
4/20/2053	4/19/2054	\$5,170.98	\$62,051.70	0.00%
4/20/2054	4/19/2055	\$5,170.98	\$62,051.70	15.00%
4/20/2055	4/19/2056	\$5,946.62	\$71,359.46	0.00%
4/20/2056	4/19/2057	\$5,946.62	\$71,359.46	0.00%
4/20/2057	4/19/2058	\$5,946.62	\$71,359.46	0.00%
4/20/2058	4/19/2059	\$5,946.62	\$71,359.46	0.00%
4/20/2059	4/19/2060	\$5,946.62	\$71,359.46	15.00%
Total			\$1,552,445.78	

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 27 – 2025

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO SUBMIT
AN APPLICATION TO THE WOOD COUNTY LOCAL PARK IMPROVEMENT
GRANT PROGRAM ON BEHALF OF THE VILLAGE OF NORTH BALTIMORE,
OHIO FOR THE 2026 PROGRAM YEAR**

WHEREAS, the Village of North Baltimore has a Village Park which is available to be utilized by citizens and visitors to North Baltimore; and

WHEREAS, Wood County Park District is currently accepting applications for project funding for program year 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO;

SECTION 1. That the Administrator of the Village is hereby authorized and directed to submit an application to the Wood County Park District for up to (3) projects in various price ranges, for consideration for the Wood County Park District Local Park Improvement Grant Program Year 2026.

SECTION 2. This Resolution shall go into force and effect at the earliest possible time 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:

Becky Walter, Clerk-Treasurer

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 23 – 2025

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE VILLAGE OF NORTH BALTIMORE ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS STREET LEVY FUND FOR THE CT24AB / CE33AB, EAST BROADWAY ROADWAY RECONSTRUCTION WITH THE PROCEEDS OF TAX-EXEMPT DEBT OF THE STATE OF OHIO AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE VILLAGE OF NORTH BALTIMORE ON BEHALF OF THE STATE OF OHIO THAT:

SECTION 1. The Village of North Baltimore reasonably expects to receive a reimbursement for the Project named East Broadway Roadway Reconstruction as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

SECTION 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$325,000.00.

SECTION 3. The Fiscal Officer of the Village of North Baltimore is hereby directed to file a copy of this Resolution with the Village of North Baltimore for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission

SECTION 4. The Village of North Baltimore finds and determines that all formal actions of this Village concerning and relating to the adoption of this Resolution were taken in an open meeting of the Village of North Baltimore and that all deliberations of this Village and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements

SECTION 5. This ordinance is declared an emergency measure, necessary for the immediate preservation of the public peace, health, safety, and welfare by allowing timely reimbursement of funds for the street levy fund. Accordingly, it shall take effect immediately upon its passage by Council and approval by the Mayor.

The motion to adopt the foregoing resolution 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:

Becky Walter, Clerk-Treasurer

First Reading: August 12, 2025
Second Reading: September 9, 2025
Third Reading: October 14, 2025
Effective Date: November 13, 2025

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2025-20

AN ORDINANCE VACATING A PORTION OF THE UNIMPROVED RIGHT-OF-WAY KNOWN AS OAK STREET, SITUATED IN THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO, AND CONVEYING SAID VACATED PORTION TO LESLIE LINDQUIST AND RICHARD A. & MARY E. CAPELLE

WHEREAS, a portion of Oak Street, located within the Village of North Baltimore, is unimproved and not needed for any public purpose; and

WHEREAS, the portion proposed for vacation lies between properties owned by Leslie Lindquist, Richard A. and Mary E. Capelle, and Country Club Acres Inc. and JCK2 Properties Ltd., and is identified as lying adjacent to Inlots 736 and 737; and

WHEREAS, the Village received a petition dated June 6, 2025, from property owner Leslie Lindquist requesting vacation of the subject portion of unimproved right-of-way, said petition being attached hereto as Exhibit A; and

WHEREAS, notice of the proposed vacation was provided in accordance with Ohio Revised Code § 723.07 by posting said notice in three public places in the Village of North Baltimore for six consecutive weeks preceding Council's action on the petition; and

WHEREAS, Council is satisfied that there is good cause for such vacation and that vacating the unimproved right-of-way will not be detrimental to the general interests of the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO:

SECTION 1. Council hereby finds that:

1. There is good cause to vacate the described portion of Oak Street;
2. Said vacation is not detrimental to the general interests of the Village;
3. Vacating the right-of-way serves the public interest and benefits the adjacent property owners.

Given the unimproved condition of the right-of-way, its exclusive use by adjacent private owners, its de minimis public value, and the absence of any impact to public access or utilities, the Village Council has determined that Planning Commission review is unnecessary for this specific vacation.

SECTION 2. The following described portion of Oak Street, an unimproved public right-of-way situated within the Village of North Baltimore, Wood County, Ohio, is hereby vacated:

Situated in the Village of North Baltimore, Wood County, Ohio, this parcel consists of approximately 6,375 square feet and comprises a portion of the unimproved public right-of-way known as Oak Street. The land to be vacated is a rectangular area that begins at the intersection of Oak Street and North 3rd Street to the east, extending westward for a length of 127.5 feet. The width of the vacated area is 50 feet, extending north and south. The northern boundary of the vacated area is the southern boundary of Parcel No. F23-310-260313004000, owned by Leslie Lindquist, and the southern boundary is the northern boundary of Parcel No. F23-310-260313006000, owned by Richard A. and Mary E. Capelle. The western boundary of the vacated area is contiguous to Parcel No. F23-310-260313005000, owned by Country Club Acres Inc. and JCK2 Properties Ltd. The parcels affected by the vacation of this unimproved section of Oak Street, by way of extending the

boundaries of the parcels to include the vacated land, are Wood County Parcel F23-310-260313004000 and F23-310-260313006000. Parcel No. F23-310-260313005000 is not affected by this vacation.

SECTION 3. The vacated right-of-way shall vest in fee simple to the adjacent property owners in accordance with Ohio Revised Code § 723.041. Any existing public utility, drainage, or access easements located within the vacated portion of Oak Street shall remain in full force and effect. The Village of North Baltimore and any public utility providers shall retain all rights necessary to access, operate, maintain, repair, or replace any existing facilities within such easements.

SECTION 4. Property owner Leslie Lindquist is directed to record a certified copy of this Ordinance, along with Exhibit A (petition), in the official records of the Wood County Recorder's Office and provide notice to the Wood County Auditor and applicable public utilities.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council, and that all deliberations of the Council and any of its committees or decision-making bodies were conducted in compliance with applicable Ohio law.

SECTION 6. The land being vacated shall be divided between the adjacent property owners:

Leslie Lindquist, owner of Parcel No. F23-310-260313004000

Richard A. and Mary E. Capelle, owners of Parcel No. F23-310-260313006000

SECTION 7. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

SECTION 8. All expenses related to the vacation, including recording costs, shall be borne by the petitioners.

Passed in Council this ____ day of ____, 2025.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Becky Walter, Clerk-Treasurer

Exhibit A

June 06, 2025

Josh Bender Village Administration
Village of North Baltimore
205 N. Main St.
North Baltimore OH 45872

Dear Village Administrator

RF: Alley Closing Request

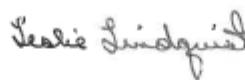
As the owner of 705 N. Third St. and
owner of lot 737 I would like the
Village Council to consider my
request to close the alleyway
located between Parcel Number
F-23-310-2100313006000 and
Parcel Number F-23-310-2100313004000.

I purchased my property in 2001
and have maintained the alleyway
since my purchase. This property
has not served as an alleyway
for the past 24 years.

Thank you for your time and consideration.

Leslie Lindquist

ALLEY / STREET VACATION PETITION

OWNER (PRINT NAME)	SIGNATURE	ADDRESS	PARCEL / INLOT #
LESLIE LINDQUIST		O.N THIRD	F23-310-260313004000
MALCOM L CAMERON		515 W STATE ST & 700 N THIRD ST	F23-310-260311001000 & F23-310-260312004000
RICHARD A. AND MARY E. CAPELLE		625 N THIRD ST	F23-310-260313006000
COUNTRY CLUB ACRES INC. AND JCK2 PROPERTIES LTD		100 S TAYLOR ST	F23-310-260313005000

Instructions to Applicants:

Under Village procedures and the Ohio Revised Code:

- A completed petition must be submitted to the **Village Administrator**.
- The request may be reviewed by a Village Committee or Planning Commission for advisory comment.
- Village Council will hold a public hearing and make the final decision by ordinance.
- **Public notice will be published at least 20 days prior** to final Council action.
 - **Notice Exception under ORC § 723.06:** Public notice of the intention to vacate a street or alley is not required when written consent is provided by all property owners abutting the portion of right-of-way to be vacated.

Please attach:

1. A plat or map clearly identifying the portion to be vacated.
2. A list of abutting property owners and parcel numbers.
3. A brief statement justifying the request.

Submit all materials to:

Josh Bender, Village Administrator & Zoning Inspector
 nbadmin@northbaltimore.net
 205 North Main Street, North Baltimore, OH 45872
 (419) 257-2394

ALLEY / STREET VACATION PETITION

FEE PAID: _____

DATE: _____

ADVERTISING FEE PAID: _____

DATE: _____

To: The Honorable Mayor and Council of the Village of North Baltimore, Ohio

We, the undersigned, being all of the owners of property abutting the portion of public right-of-way proposed for vacation, respectfully petition the Village Council to vacate the following:

Type of Vacation Requested (check one): Street / Alley

Location of Right-of-Way to be Vacated: Oak Street, North Baltimore, OH 45872

Legal Description:

Situated in the Village of North Baltimore, Wood County, Ohio, this parcel consists of approximately 6,375 square feet and comprises a portion of the unimproved public right-of-way known as Oak Street. The area begins at the eastern boundary of Parcel No. F23-310-260313006000, owned by Richard A. and Mary E. Capelle, and extends northward to its intersection with Parcel No. F23-310-260313004000, owned by Leslie Lindquist. The western boundary of this right-of-way portion is contiguous to Parcel No. F23-310-260313005000, owned by Country Club Acres Inc. and JCK2 Properties Ltd. This parcel lies entirely within the corporate limits of the Village of North Baltimore, Wood County, Ohio.

Subdivision and Lot References:

The portion to be vacated abuts the following described lots in the subdivision of:

INLOT 736 & 737

As required, we submit a \$100.00 petition filing fee, and we agree to pay all additional advertising and recording fees associated with the vacation, as determined by the Village.

We further agree to accept any existing public utility or drainage easements that may remain in place following the vacation. A plat map of the area and a list of all abutting property owners (including those not joining the petition) are attached.



First Reading: July 8, 2025
Second Reading: August 12, 2025
Third Reading: September 2, 2025
Effective Date: October 2, 2025

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 18 - 2025

A RESOLUTION AMENDING SECTION 4.04 – WORK SCHEDULES AND TIME OFF (FORMERLY TITLED “WORK SCHEDULING”) – OF THE VILLAGE OF NORTH BALTIMORE PERSONNEL POLICY MANUAL TO CLARIFY AND MODERNIZE POLICIES REGARDING WORK SCHEDULES, REST AND MEAL PERIODS, FLEX TIME, AND COMPENSATORY TIME.

WHEREAS, it is necessary and in the best interest of the Village of North Baltimore to ensure its personnel policies reflect current operational needs, comply with applicable labor laws, and provide clear expectations for all employees; and

WHEREAS, the current version of Section 4.04 does not adequately address flex time, meal and rest periods, or compensatory time practices as applied across departments; and

WHEREAS, the Village Administrator has recommended updated language for Section 4.04 – Work Schedules and Time Off – which clarifies the responsibilities of supervisors and employees, ensures compliance with the Fair Labor Standards Act (FLSA), and supports operational flexibility;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO:

Section 1. That Section 4.04 of the Village of North Baltimore Personnel Policy Manual, previously titled "Work Scheduling," is hereby amended in its entirety and retitled "Work Schedules and Time Off," as set forth in Exhibit A – Amendments to Section 4.04: Work Schedules and Time Off, which is attached hereto and incorporated herein by reference.

Section 2. That Section 4.10 – Flex Time – and Section 4.15 – Compensatory Time – are hereby repealed in their entirety, having been incorporated into the revised Section 4.04.

Section 3. All existing policies and administrative practices that conflict with the revised Section 4.04 are hereby repealed to the extent of the conflict.

Section 4. That the remaining subsections of Section 4 – Compensation and Hours of Work – shall be renumbered accordingly by the Village Administrator or Clerk-Treasurer to maintain sequential consistency throughout the Personnel Policy Manual.

Section 5. This Resolution shall take effect and be in force thirty (30) days after its passage, as provided by law.

The motion to adopt the foregoing resolution 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:

Becky Walter, Clerk-Treasurer

Exhibit A – Amendments to SECTION 4.04

Work Schedules and Time Off

A.1. General Work Scheduling

Original Language:

1. Generally: The Employer will establish the standard workday, workweek and starting and ending times for each shift in each department, taking into account current and anticipated workloads, public service needs and other related factors. No established schedule should be construed as a guarantee of work hours or as a restriction on the Employer's right to restructure the workday or workweek. Variations in the starting and ending times and the total hours scheduled each workday may occur based on staffing needs and operational demands.

Proposed Language:

1. Generally: The Employer will establish the standard workday, workweek, and starting and ending times for each shift in each department, taking into account current and anticipated workloads, public service needs, and other operational factors. No established schedule shall be construed as a guarantee of work hours or as a restriction on the Employer's right to restructure schedules as needed.

A.2. Rest Periods

Original Language:

2. Rest Periods: Subject to the discretion of the Employer, employees may be authorized rest periods each full working day. Employees shall normally receive one rest break near the middle of the first half of the workday and a second rest break near the middle of the second half of the workday. Rest periods shall not exceed ten (10) minutes in length, shall not be taken in conjunction with the meal period or the beginning or end of the workday, may not be used to cover a late arrival, and shall not interfere with the proper performance of the employee's work responsibilities. Since employees are compensated for rest periods, they shall not be absent from their workstations beyond the allotted time and shall not be entitled to any additional compensation for any rest period not taken due to operational requirements.

Proposed Language:

2. Rest Periods: Subject to the discretion of the Employer, employees may be provided rest periods during each full working day. Employees shall generally receive one rest break near the middle of the first half of the workday and another near the middle of the second half. Rest periods shall not exceed ten (10) minutes, may not be combined with meal periods or taken at the beginning or end of the workday, and shall not interfere with operational needs. Rest periods are paid time but are not accrued, banked, or compensated if not taken.

A.3. Meal Periods

Original Language:

3. Meal Periods: All full-time employees are provided with one meal period each workday. The Employer will schedule meal periods in a manner that best meets the operational requirements of the respective work unit.

Most employees receive an unpaid meal period and shall be relieved of all work responsibilities during such period. Employees shall not perform any work during their unpaid meal period unless specifically requested to do so by their supervisor. In the event a supervisor directs an employee to work during their scheduled meal period, the employee's meal period will be rescheduled or the employee will be compensated for the time.

Certain employees (e.g. police personnel) may be scheduled to work a straight eight (8) hours

and to take their lunch and other breaks as time permits. Such employees will be compensated for their meal period but shall remain subject to call or work assignment during said period without any additional compensation.

Proposed Language:

3. Meal Periods: All full-time employees and part-time employees who work a full eight (8) hour shift are provided with one unpaid meal period of thirty (30) minutes each workday. Meal periods will be scheduled by the Employer to best meet the operational needs of each department.

Non-exempt employees must be fully relieved of all duties during the unpaid meal period. Performing work during this time is prohibited unless explicitly directed by a supervisor. If a non-exempt employee is required to work during their scheduled meal period, the time will either be rescheduled or compensated in accordance with the Fair Labor Standards Act (FLSA). Flexing of hours for non-exempt employees is only permitted within the same workweek and may not be carried over into a different workweek to avoid overtime.

Exempt Employees – Office Staff: The Village Administrator and Finance Officer shall work eight (8) hours per workday, exclusive of a mandatory meal period of thirty (30) minutes, resulting in a minimum of eighty (80) hours per pay period.

Exempt Employees – All Others: All other exempt employees are required to work a standard eight (8) hour workday, which may be scheduled as a straight shift, resulting in a minimum of eighty (80) hours per pay period. If a meal period is taken, it shall be considered part of the employee's workday unless otherwise directed by the supervisor.

Police and EMS personnel may be scheduled to work a straight shift and take meal and break periods as time permits. These employees are compensated for their meal period but remain subject to call or assignment without additional pay.

A.4. Flex time

Original Language:

4. Flex time: Upon request from the employee, the Employer may authorize flex time for certain employees to permit them to vary their starting and ending times each workday within established limits. Flex time shall not be authorized if it will create an overtime situation. The Employer may also direct an employee to flex their normal work schedule in order to avoid the employee working extra hours that would create an overtime situation.

Proposed Language:

4. Flex time: Flex time is a scheduling tool that allows employees to vary their daily or weekly work hours to accommodate business needs or personal scheduling constraints, subject to supervisory approval.

Non-Exempt Employees - Flex time for non-exempt employees may be granted to prevent the need for overtime by adjusting scheduled hours within the same workweek. The process for obtaining pre-approval may be informal (e.g., verbal or email approval), but must be documented in some form and received before the adjusted schedule is worked. All flex time must be accurately recorded on the employee's timesheet. Supervisors may also direct a non-exempt employee to flex their schedule to avoid an overtime situation.

Exempt Employees -Flex time for Exempt employees may request or be directed to flex their schedule as needed to fulfill job responsibilities. Since exempt employees are not eligible for overtime, flex time adjustments do not require formal tracking but should be communicated for coordination purposes. The baseline expectation is a standard eight (8) hour workday, exclusive of any meal period taken. Time beyond the standard workday may be informally flexed within the same pay period with supervisor approval.

A.5 Compensatory Time

1. Non-exempt employees under the FLSA may elect to take compensatory time off in lieu of receiving cash payment for overtime worked, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked. All remaining overtime hours shall be submitted for pay.
2. Compensatory time shall be taken with the advanced approval of the department head and shall only be granted if it does not create an overtime situation.
3. Employees may accumulate up to forty (40) hours of compensatory time. Any accumulated but unused compensatory time shall be paid prior to the end of the year.
4. An employee may be directed to use compensatory time off at the department head's discretion.

B. PROCEDURE

Original Language:

1. Each work unit's standard workday, workweek, starting, and quitting times will be appropriately communicated to the affected employees by the supervisor.
2. Any changes in the normal work schedule, authorization for flex time, or direction to modify the employee's normal starting or ending times will also be appropriately communicated to the affected employees by the supervisor.
3. Employees desiring to work a flex time schedule shall submit a written request to their supervisor explaining the reasons they are requesting a flexible work schedule. The supervisor shall forward the request to the person in charge of the work unit with the supervisor's recommendation for approval or disapproval.

Proposed Language:

1. General Expectations

Each work unit's standard workday, workweek, starting time, and quitting time shall be clearly communicated to affected employees by their supervisor. Supervisors are responsible for managing schedules in accordance with operational needs and applicable laws. Changes to standard work hours must also be communicated in a timely manner.

2. Compensatory Time Procedure

Employees shall request the use of compensatory time off in advance on a Request for Leave of Absence Form, consistent with the provisions of Section A.5.

3. Non-Exempt Employees

- Work schedules must comply with the Fair Labor Standards Act (FLSA), which requires overtime compensation for hours worked in excess of forty (40) hours in a single workweek.
- All time worked must be accurately recorded on the employee's timesheet.
- Advance approval—verbal or written—is required for any adjustments to an employee's regular schedule.
- Supervisors may authorize flex time within the same work week to help prevent overtime.
- Any flex time that causes the employee to exceed forty (40) hours in a work week must be compensated at the applicable overtime rate, unless specifically exempted by law.
- Non-exempt employees may adjust their hours within the same forty (40) hour workweek, with supervisory approval. This flexibility does not constitute compensatory time, does not accrue, and has no cash value.

4. Exempt Employees

- Exempt employees are not subject to FLSA overtime rules and may flex their schedules as needed to meet job responsibilities.
- Office Exempt Employees (Village Administrator and Finance Officer): Required to work eight (8) hours per workday, exclusive of a mandatory thirty (30) minute meal period, resulting in a minimum of eighty (80) hours per pay period.
- All Other Exempt Employees: Required to work eight (8) hours per workday, typically in straight shifts, resulting in a minimum of eighty (80) hours per pay period.
- Time worked beyond the standard eight (8) hours in a day may be informally flexed and must be used within the same pay period, subject to supervisor discretion.
- While exempt employees are not required to track hours for pay purposes, they must record all time worked on their timesheet and communicate significant deviations from their standard schedule to ensure departmental coordination.
- Supervisors may direct schedule adjustments based on operational needs, workload, or staffing coverage.
- Exempt employees may informally bank flex time within the same pay period and use it as needed.
- Flex time for exempt employees is not accrued, tracked hour-for-hour, or carried forward beyond the pay period.

5. Oversight and Equity

Supervisors are responsible for ensuring that all flex time arrangements align with operational needs, are applied equitably, and do not compromise department coverage or performance.

For the Village Administrator, any revocation of flex time privileges or disciplinary action resulting from failure to meet job responsibilities shall require the concurrence of both the Mayor and Village Council.

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO**RESOLUTION NO. 21 – 2025**

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A TRAP-NEUTER-RETURN (TNR) PROGRAM AGREEMENT WITH FOR THE LOVE OF CATS (FLOC) FOR THE MANAGEMENT OF FERAL CAT POPULATIONS IN THE VILLAGE OF NORTH BALTIMORE, APPROVING SAID AGREEMENT AS EXHIBIT A, AND DECLARING AN EMERGENCY

WHEREAS, the Village of North Baltimore is experiencing a growing number of feral “community” cat colonies and seeks to implement a humane and effective solution; and

WHEREAS, For the Love of Cats (FLOC), a nonprofit based in Bowling Green, Ohio, has successfully implemented Trap-Neuter-Return (TNR) programs and will partner with the Village to provide humane trapping, sterilization, vaccination, recovery, and return services; and

WHEREAS, the Village will contribute a minimum of \$5,000 to support the initial effort, with the potential for additional donations or grant funding to be directed toward the continued implementation of the program; and

WHEREAS, the immediate adoption of this program is necessary because cold weather will soon make it impractical to humanely trap, neuter, and return cats this year, and any delay until next year would allow another breeding cycle to occur, significantly increasing the feral cat population and compounding public health, safety, and nuisance issues;

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

SECTION 1. The Village Administrator is hereby authorized to enter into the Trap-Neuter-Return (TNR) Program Agreement Between the Village of North Baltimore and For the Love of Cats (FLOC), substantially in the form attached hereto and incorporated herein as Exhibit A.

SECTION 2. The Village shall allocate an initial \$5,000 to support the TNR program and further commits to applying any public donations or grant funding received for TNR purposes toward the continuation and expansion of the program with FLOC, as outlined in the agreement.

SECTION 3. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting and in full compliance with applicable legal requirements.

SECTION 4. This Resolution is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village, to allow timely implementation of the TNR program before cold weather prevents humane trapping and neutering, and shall take effect immediately upon passage.

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

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:

Becky Walter, Clerk-Treasurer

Exhibit A

For the Love of Cats

Trap-Neuter-Return (TNR) Program Agreement Between the Village of North Baltimore and For the Love of Cats (FLOC)

SUMMARY

The Village of North Baltimore ("Village") has contacted For the Love of Cats ("FLOC") to assist with the overpopulation of feral "community" cats. The Village has identified an influx of feral cat colonies in their community and wishes to implement a trap-neuter-return ("TNR") program with the goal of reducing the number of feral/free-roaming cats in our community. TNR programs have been widely adopted as industry best practices relating to the control of feral cat colony populations.

FLOC BACKGROUND

This year, over 200 cats have gone through our TNR program, and in the past three years, almost 1000. We have seen success in the areas we have focused on for two years and those we have helped with a smaller number of cats. We have stopped the breeding cycle, fighting and spread of diseases among colony cats, suffering of sick cats and kittens, and nuisances created by too many feral cats.

TNR PROGRAM PROPOSAL

For the Love of Cats is a nonprofit whose mission is TNR and is located in Bowling Green, Ohio. Their Trap, Neuter, Return program consists of:

- Humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning of feral cats to the location where trapped;
- Ear tipping is the process of removing one-quarter inch (or less) tip of the feral cat's left ear, performed while the feral cat is under anesthesia, to identify the feral cat as being sterilized and lawfully vaccinated for rabies;
- Sterilization of feral cats is carried out by licensed veterinarians,

For the Village of North Baltimore, For the Love of Cats ("FLOC") will handle the trapping, transportation of cats to and from veterinary clinic, recovery of the animals and return to location trapped.

BUDGET SUMMARY

The average basic TNR cost per cat is \$80. Quite often, TNR is the only time a community cat will receive veterinary care, and if a cat is sick, it will receive any additional treatment it needs before being released. At the heart of our mission is the welfare of the cat and we ensure that they are given the opportunity at the best quality of life.

The Village has agreed to provide a minimum of \$5000 for FLOC to assist with the TNR program. With the initial amount agreed upon, that will cover spay/neuter of approximately 62 cats. FLOC will provide to the Village information on the TNR program, including date of TNR, color and sex of cat and location. We will remain in contact with the Village Administrator on progress of the program.

In addition to the initial \$5,000 commitment, the Village agrees that any public donations or additional grant funding specifically designated for the TNR program will also be directed to FLOC to expand the program. These additional funds will be used solely for TNR-related expenses, and FLOC will provide corresponding

documentation and reporting for such expenditures.

TERM AND TERMINATION

This agreement shall commence on the date of the last signature below and remain in effect until the committed funds are exhausted, or until either party provides thirty (30) days written notice of termination. In the event of early termination, FLOC shall provide the Village with a report of activities conducted to date and return any unused funds unless otherwise agreed in writing.

USE OF FUNDS

All funds received from the Village shall be used solely for the Trap-Neuter-Return program described herein, including veterinary expenses, supplies, and related costs. Any funds not expended for these purposes shall be returned to the Village unless otherwise authorized.

REPORTING

FLOC will provide monthly updates to the Village Administrator, including the number of cats TNR'd, their sex, date of service, and trapping location.

INDEMNIFICATION

Each party shall be responsible for any claims, damages, or liabilities arising from its own acts or omissions in connection with this agreement. FLOC shall ensure that any volunteers or contractors it engages follow all applicable laws and humane practices.

MODIFICATION

This agreement may only be modified by mutual written consent of both parties.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

AGREED AND ACCEPTED:

The Village of North Baltimore

By: _____

Josh Bender, Village Administrator

Date: _____

For the Love of Cats

By: _____

Julie Martini

Date: _____

CERTIFICATE OF THE FINANCIAL OFFICER

I hereby certify that the amount of \$5,000.00 required to meet the obligations authorized by this Resolution has been lawfully appropriated and is available, or in the process of collection, to the credit of the appropriate fund, free from any previous encumbrances.

Date: _____

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