



**VILLAGE OF NORTH BALTIMORE  
Committee of the Whole - (3/3/2026)**

March 03, 2026  
5:30 PM

**Agenda**

- I. Call to order: Council President Dee Hefner**
- II. Pledge of Allegiance**
- III. Guest Presentation**
  1. Presentation - Justin Moore, Westhaven Apartments
- IV. Public Safety - Tim Engard**
  1. Dispatch Transition
  - [2.](#) Solicitors - Ordinance 2026-03 (Attached)
- V. Public Works - Paula Beaupry**
  - [1.](#) Public Works Building - Resolution 06-2026 (Attached)
  2. Expansion of Community Garden
  - [3.](#) Disc Golf Equipment - Resolution 05-2026 (Attached)
- VI. Public Utilities - Eric Sweat**
  - [1.](#) AEP Franchise Agreement - Ordinance 2026-05 (Attached)
  2. Lead Service Line Replacement - Emergency Resolution (awarding to the lowest and best bidder)
- VII. Personnel, Policy and Ordinance Review - Richard Bosak**
  1. Cybersecurity and AI Policy

- [2.](#) Part-Time Vacation - Resolution 04-2026 (Attached)
- [3.](#) PPM - Lexipol Agreement - Emergency Resolution (Exhibit Attached)

**VIII. Finance and Technology - Dave Richmond**

1. TV in Council Chambers

**IX. Economic and Community Development - Dee Hefner**

1. Susan Siler Alley Vacation Ordinance - 105 N. Third Street
2. Cemetery Development Update
3. Planning Commission Matters
4. North Baltimore 150-America 250 Festival Planning
- [5.](#) Safe Routes to School Grant Program Update (Attached)
6. CDBG Downtown Revitalization Grant Program Update

**X. Administrator - Josh Bender**

**XI. Fiscal Officer - Matt Clouse**

- [1.](#) Report Submitted (Attached)

**XII. Mayor - Aaron Patterson**

1. Youth Baseball Parade - May 2026

**XIII. Adjournment**

First Reading: February 10, 2026  
Second Reading: February 13, 2026  
Third Reading: March 10, 2026  
Effective Date: April 9, 2026

Item 2.

**VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO**

**ORDINANCE NO. 2026 – 03**

**AN ORDINANCE REPEALING EXISTING CHAPTER 709 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF NORTH BALTIMORE AND ENACTING A NEW CHAPTER 709, “PEDDLERS AND SOLICITORS”**

**WHEREAS, the Village of North Baltimore previously enacted Chapter 709 of the Codified Ordinances regulating peddlers, canvassers, and solicitors; and**

**WHEREAS, Council has determined that door-to-door peddling, canvassing, and soliciting should be prohibited within the Village, subject to limited exceptions;**

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

**Section 1. Repeal. Existing Chapter 709 of the Codified Ordinances of the Village of North Baltimore is hereby repealed in its entirety.**

**Section 2. Enactment of New Chapter 709. A new Chapter 709 of the Codified Ordinances of the Village of North Baltimore, titled “Peddlers and Solicitors,” is hereby enacted to read as set forth in Exhibit A attached hereto and incorporated herein.**

**Section 3. Enforcement. Violations of Chapter 709 as enacted by this Ordinance shall be enforced in accordance with the penalty provisions set forth therein or, if none are provided, the general penalty provisions of the Codified Ordinances.**

**Section 4. Existing Permits. Any permit, license, or registration lawfully issued under former Chapter 709 prior to the effective date of this Ordinance shall remain valid and shall be honored by the Village until its stated expiration date. Such permits shall not be renewed under former Chapter 709 and shall expire according to their original terms.**

**Section 5. Effective Date. This Ordinance shall take effect and be in force from and after 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 \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**Dee Hefner, President of Council**

\_\_\_\_\_  
**Aaron Patterson, Mayor**

**Attest:**

\_\_\_\_\_  
**Mason Davis, Clerk of Council**

## Exhibit A

### 709.01 DEFINITIONS.

(a) “Canvassing,” “soliciting,” or “peddling,” unless expressly provided otherwise, means traveling from residence to residence within the Village, without a prior appointment, for the purpose of offering for inspection or sale, or attempting to sell, goods, wares, merchandise, foodstuffs, or any other property, whether tangible or intangible, or services of any nature whatsoever; or for the purpose of taking or attempting to take orders for the purchase of such goods, wares, merchandise, foodstuffs, property, or services for present or future delivery or performance.

(b) “Canvassing,” “soliciting,” or “peddling” also includes the solicitation of funds, money, or other property for commercial or personal purposes.

(c) The term does not include:

(1) Activity conducted from a fixed location on private property with the consent of the property owner;

(2) Political canvassing, including the distribution of political literature, advocacy for or against a candidate or ballot issue, or the circulation of petitions for political purposes;

(3) Solicitation by a newspaper carrier of customers for a newspaper that the carrier regularly delivers or will regularly deliver.

(d) “Charitable, nonprofit, civic, or religious organization” means an organization organized and operated not for private profit and recognized as tax-exempt under Section 501(c) of the Internal Revenue Code, as amended.

### 709.02 CANVASSING, SOLICITING, OR PEDDLING PROHIBITED.

(a) No person shall canvass, solicit, or peddle by traveling from residence to residence within the Village, except as expressly exempted under Section 709.03.

### 709.03 EXCEPTIONS.

The following persons are exempt from the provisions of this chapter:

(a) A minor under eighteen (18) years of age acting on his or her own behalf or on behalf of a school or nonprofit organization, including civic, religious, or charitable organizations.

(b) A person acting on behalf of a charitable, nonprofit, civic, or religious organization.

(c) A person engaged in political canvassing, including the distribution of political literature, advocacy for or against a candidate or ballot issue, or the circulation of petitions for political purposes.

### 709.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a misdemeanor of the second degree. Upon conviction, the offender may be fined not more than seven hundred fifty dollars (\$750.00) and may be sentenced to a term of imprisonment not exceeding ninety (90) days, as provided by law.

Second Reading:

Third Reading:

Effective Date:

**VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO**

**RESOLUTION NO. 06 – 2026**

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GARMANN MILLER & ASSOCIATES, INC. FOR CRITERIA ARCHITECT AND FEASIBILITY SERVICES FOR THE PUBLIC WORKS AND VOLUNTEER FIRE STATION PROJECT**

WHEREAS, the Village of North Baltimore is evaluating the construction of a new Public Works and Volunteer Fire Station facility; and

WHEREAS, the Village issued a Request for Qualifications dated January 20, 2026 seeking criteria architect services for the purpose of developing a program of requirements, preliminary concepts, and an order-of-magnitude cost estimate; and

WHEREAS, Statements of Qualifications were received and evaluated pursuant to qualifications-based selection procedures for professional design services; and

WHEREAS, Garmann Miller & Associates, Inc. was determined to be the most qualified firm to perform the requested services; and

WHEREAS, the proposed agreement for Phase I criteria architect and feasibility services is attached hereto and incorporated herein as Exhibit A, and provides for a professional fee of Sixteen Thousand Five Hundred Dollars (\$16,500.00), with an optional survey in the amount of Three Thousand Five Hundred Dollars (\$3,500.00); and

WHEREAS, Council finds it necessary and in the best interest of the Village to authorize execution of said agreement.

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 execute the agreement attached hereto as Exhibit A with Garmann Miller & Associates, Inc. for Phase I criteria architect and feasibility services for the Public Works and Volunteer Fire Station project in an amount not to exceed Twenty Thousand Dollars (\$20,000.00), inclusive of optional survey services.

Section 2. The Fiscal Officer is authorized to certify funds and process payment in accordance with the terms set forth in Exhibit A.

Section 3. This Resolution shall take effect and be in force at the earliest time permitted by law.

Vote On Resolution: Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Abstentions \_\_\_\_\_

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest:

\_\_\_\_\_  
Mason Davis, Clerk of Council

**Exhibit A**

**Fiscal Officer Certificate**

**AGREEMENT FOR THE  
PROVISION OF LIMITED  
PROFESSIONAL SERVICES**

**Client**

Village of North Baltimore  
205 N. Main Street  
North Baltimore, Ohio 45872  
Attn: Josh Bender  
Village Administrator

**Billing email**

Josh Bender NBAdmin@northbaltimore.net

**Date**  
2/20/26

**Project No.**  
TBD

**Project Name**  
Village of North Baltimore Feasibility Study

**Project Location**  
North Baltimore, Ohio



38 South Lincoln Drive  
P.O. Box 71  
Minster, OH 45865

1156 Dublin Road  
Suite 102  
Columbus, Ohio 43215

275 Veterans Way  
Suite 200  
Carmel, Indiana 46032

1690 Broadway  
Suite 19-455  
Fort Wayne, Indiana 46802

**DESCRIPTION OF PROJECT**

See attached proposal letter

**SCOPE OF SERVICES**

See attached proposal letter

**SPECIAL CONDITIONS**

For Garmann Miller to complete a site survey of the potential building location there will be an additional fee of \$3,500.

**FEE ARRANGEMENT**

Item 1.

**COMPENSATION FOR OUR SERVICES SHALL BE: \$16,500**

The fee arrangement above is based on a Limitation of Liability (LoL) as defined below. Contact Garmann/Miller & Associates Inc. (GM) BEFORE accepting and signing this Agreement if modifications to the LoL are required so an appropriate fee and scope adjustment can be provided.

Reimbursables, including printing fees, plan approval fees, etc., that are not part of our Basic Services will incur a 5% markup.

**Garmann Miller Current Hourly Rate Schedule (2026)**

|                          |       |                                |       |                                  |       |
|--------------------------|-------|--------------------------------|-------|----------------------------------|-------|
| Principal                | \$175 | Specification Writer           | \$150 | Construction Administrator       | \$130 |
| Associate Principal      | \$160 | Registered Technology Designer | \$150 | Designer                         | \$125 |
| Senior Planner           | \$160 | Marketing/Community Engagement | \$145 | CAD/BIM Operator                 | \$115 |
| Professional Engineer    | \$155 | Senior Design Engineer         | \$140 | Graphic Designer/Creative Leader | \$105 |
| Registered Architect     | \$150 | Interior Designer              | \$135 | Accounting/HR                    | \$ 95 |
| Landscape Architect      | \$150 | BIM Manager                    | \$135 | BD/Marketing Coordinator         | \$ 95 |
| Senior Interior Designer | \$150 | Design Engineer                | \$130 | Intern                           | \$ 90 |
| Project Manager          | \$150 | Technology Designer            | \$130 | Clerical                         | \$ 85 |

Standard hourly rates may be adjusted annually as of 2026 to reflect current cost associated with inflation and overhead expenses.

**LIMITATION OF LIABILITY AMOUNT**

**GM's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of Design Services Fee.**

This Letter of Agreement and the following attached Exhibits constitute the entire agreement between parties:  
Exhibit A Terms and Conditions

An electronic version of this Letter of Agreement has been provided to you. Examine these documents and, if acceptable, sign a printed copy of this letter and return it to us; retain a copy for your records. We will begin services upon receipt of a signed contract.

Thank you for the opportunity to provide this Agreement for architectural/engineering services. Please contact me if you have any questions regarding this project or this Agreement.

Sincerely,

**OFFERED BY (GM)**



2/20/26

Signature

Date

Chris Monnin

Principal

Printed Name

Title

Representing Garmann/Miller & Associates Inc.

**ACCEPTED BY (CLIENT)**

Signature

Date

Printed Name

Title

TERMS & CONDITIONS

FEE

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 5%. Any change in scope will be discussed prior to additional services being rendered.

BILLINGS/PAYMENTS

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all cost of collection, including reasonable attorney's fees.

STANDARD OF CARE

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as similar is consistent with professional skill and care and the orderly progress of design professional's part of the project. Regardless of any other term or condition of this agreement, design professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the client nor the design professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the project or this agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profits, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

HIDDEN CONDITIONS

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the design professional has reason to believe that a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the client fails to authorize such investigation after such notification, or (2) the design professional has no reason to believe that such a condition exists, the design professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

HAZARDOUS MATERIALS/MOLD

The design professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The design professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

INDEMNIFICATIONS

The client agrees, to the fullest extent permitted by law, to indemnify and hold design professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, error or omissions and those of anyone for whom they are legally liable. The design professional further agrees, subject to limitation of liability, to indemnify the client for damages to the extent arising from its own negligent errors, acts or omissions.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the client shall pay the design professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

BETTERMENT

If a required item or component of the project is omitted from the design professional's documents, the design professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the design professional's original documents. In no event will the design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

OWNERSHIP OF DOCUMENTS

All documents produced by the design professional under this agreement, including electronic files, shall remain the property of the design professional and may not be used by this client for any other purpose without the written consent of the design professional. Any such use or reuse shall be at the sole risk of client who shall defend, indemnify and hold the design professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to design professional and its subconsultants.

DEFECTS IN SERVICE

The client shall promptly report to the design professional any defects or suspected defects in the design professional's services. The client further agrees to impose a similar notification requirement on all contractors in its client/contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the client and the client's contractors or subcontractors to notify the design professional shall relieve the design professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSTRUCTION ACTIVITIES

The design professional shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by the client or its representatives to any one performing any construction work, nor for construction means and methods or job-site safety.

DISPUTE RESOLUTION

Any claim or dispute between the client and the design professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

RELATIONSHIP OF THE PARTIES

All services provide by design professional are for the sole use and benefit of the client. Nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or the design professional.

ENTIRE OF AGREEMENT

This agreement constitutes the entire agreement between the parties and these terms & conditions may only be amended by written agreement by both parties. Should any portion of the agreement is found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.

APPLICABLE LAW

The law applicable to this agreement is the state of the project location.

INITIALS CM (DESIGN PROFESSIONAL)

INITIALS \_\_\_\_\_ (CLIENT) (Initial here) ←



February 20, 2026

**Josh Bender**

**Village Administrator**

205 N. Main Street  
North Baltimore, Ohio 45872

**Re: Architectural/Engineering Services for the Village of North Baltimore Public Works and Volunteer Fire Station project**

Josh,

Thank you for the opportunity to serve the Village of North Baltimore on the feasibility study for the new public works and volunteer fire station project. Garmann Miller & Associates, Inc., is pleased to submit this proposal for architectural and engineering services.

**Scope of Work**

The scope of the work is to perform master planning, feasibility study and site planning study for a new Public Works Facility, a combined public works/Volunteer Fire Facility, and the option to add the volunteer fire department later. The village would like to explore solutions for the building options previously noted, along with associated costs for this work. The additional information known about the current project is as follows.

1. The design for a public works facility only.
2. The design for a combined public works facility and volunteer fire facility.
3. Separate cost estimates will be developed for public works facility only and combined public works facility and volunteer fire facility.
4. The cost implications of building the public works facility first and adding the volunteer fire facility later will be developed as part of the study.
5. Site planning will be important with the consideration of the possibility of building the public works facility first and adding the volunteer fire facility later.

Our recommendation is that this project be divided into two phases: Preliminary Design and Implementation of Design:

### **Phase I – Preliminary Design**

Our goal is to help create a vision that guides future facility growth and development as identified above. The facility vision provides a foundation for making sound facility planning decisions into the future.

### **Programming & Conceptual Design**

Our team will meet with you and various stakeholders to discuss and establish the goals of the proposed new building. We will then develop a Program of Requirements (POR), delineate all the necessary spaces, and define the required sizes of those spaces, in close coordination with you and the various stakeholders. Garmann Miller will then create a preliminary floor plan for the proposed new building, based on the design requirements. Garmann Miller will develop (3) three different floor plan designs if needed as part of this proposal. We will create preliminary exterior elevations that complement the village's vision for the new building's architectural vocabulary.

Our design team will also create a preliminary site plan that incorporates the proposed new building that helps us evaluate its impact on the new site. We can utilize existing site surveys and/or aerial imagery to evaluate the existing site conditions. An updated site survey would be recommended by us. It would be beneficial for us to better understand the site conditions, infrastructure, and grading that will impact on the overall design. Garmann Miller has a survey team and can complete a survey for \$3,500. This survey can be used when the project moves into the construction phase as well.

Our design and engineering team will also provide a recommendation for heating and cooling equipment, plumbing equipment/fixtures, power, lighting, and technology to be used in your proposed renovation and addition.

### **Estimating**

Garmann Miller will create an opinion of probable cost budget for you to understand the associated costs with the new and possible future building and site improvements.

### **Schedule**

Garmann Miller is available to start phase one of the project in late spring to early summer of 2026 and anticipates a four-to-six-month timeline to complete the study. A

schedule will be created for phase two once the scope is finalized, funding is in place, and the village advises our team to proceed.

### **Deliverables**

The following items will be deliverable at the end of the feasibility study for each option.

1. Floor plan and elevations showing the proposed public works facility.
2. Floor plan and elevations showing the proposed public works facility and volunteer fire facility.
3. Floor plan and elevations showing the proposed public works facility and future volunteer fire facility.
4. Schematic-level site plan
5. Individual opinion of probable cost for each of the three options noted above.
6. Presentation of study results to the associated stakeholders, if needed.

### **Garmann Miller Team**

The following GM Team members will be working on your project:

1. Chris Monnin – Principal in Charge
2. Eric Schmiesing – Project Manager
3. Lindsay Thobe – Architect
4. Kathy Trejo – Site Designer
5. Hannah Fleck – Interior Designer
6. Brice Schmitmeyer – Civil Engineer
7. Isaac Wendel – Mechanical/Plumbing Designer
8. Kevin Rinderle – Electrical Designer

### **Compensation**

The compensation for the Phase I scope will be as follows:

**1) Total A/E compensation - \$16,500**

**2) Fee for Survey - \$3,500**

### **Phase II – Implementation of Design**

Final Design and Engineering - Based on the results of Phase I, project funding is in place, and approval by you, Garmann Miller will complete the construction documents that are required for plan approval and bidding using the Construction Manager at Risk (CMR) or single-prime contractor project delivery method.

**Compensation for Phase II**

Based on the scope of work and in compliance with AIA contract B101, our fee for services will be either a percentage of the construction cost or a negotiated lump sum contract based on the results of Phase I. The fee structure can be determined at that time as we define more of the project details.

We look forward to collaborating with you on this project. Please contact me if you have any questions or require any additional information. If you find this proposal acceptable, we will prepare a contract for your review and approval.

Respectfully,



**Chris Monnin** PE, COO | Principal  
Garmann Miller & Associates, Inc.  
cmonnin@creategm.com  
937.726.7547

First Reading: March 10, 2026  
Second Reading: April 14, 2026  
Third Reading: May 12, 2026  
Effective Date: June 11, 2026

Item 3.

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 04 – 2026

**RESOLUTION AUTHORIZING THE DISPOSITION AND TRANSFER OF OBSOLETE VILLAGE PERSONAL PROPERTY NOT NEEDED FOR PUBLIC USE TO THE NORTH BALTIMORE LOCAL SCHOOL DISTRICT PURSUANT TO ORC 721.15**

WHEREAS, the Village of North Baltimore is a statutory village located in Wood County, Ohio; and

WHEREAS, ORC 721.15 authorizes a legislative authority to dispose of personal property not needed for public use and, if such property is determined to have no monetary value, to dispose of the same without competitive bidding; and

WHEREAS, Council has reviewed the condition, age, and estimated resale value of certain disc golf course equipment owned by the Village and described in Exhibit A and determines that such property has no reasonable market value; and

WHEREAS, Council finds that said property is obsolete for Village purposes, is not needed for public use, and has no monetary value to the Village.

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

Section 1. The disc golf course equipment described in Exhibit A is hereby declared obsolete, not needed for public use, and of no monetary value pursuant to ORC 721.15.

Section 2. The Village Administrator is authorized to dispose of said property without competitive bidding and to transfer the same to the North Baltimore Local School District at no cost.

Section 3. The property shall be transferred in its present condition, as-is, and the Village shall have no continuing maintenance, repair, or operational responsibility following the transfer.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in such formal action were conducted in meetings open to the public in compliance with ORC 121.22.

Vote On Resolution: Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Abstentions \_\_\_\_\_

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest:

\_\_\_\_\_  
Mason Davis, Clerk of Council

**Exhibit A**

**Disc golf course equipment formerly installed at the Village park, including but not limited to disc golf baskets, mounting sleeves, signage, and related hardware.**

**No quantities are required unless you already have them. Do not assign a dollar value in the exhibit if you are using the “zero value” finding in the resolution.**

**VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO**

**ORDINANCE NO. 2026 – 05**

**An Ordinance granting a franchise to Ohio Power Company, its successors and assigns, to construct, maintain, and operate electric transmission and distribution facilities within the streets and public places of the Village of North Baltimore, Ohio.**

**Whereas, Ohio Power Company has requested the renewal and continuation of its franchise to use the streets, thoroughfares, alleys, bridges, and public places of the Village of North Baltimore for the transmission and distribution of electric energy; and**

**Whereas, the Council finds that the continued provision of reliable electric service to the Village and its inhabitants is necessary for the public health, safety, and welfare; and**

**Whereas, Council desires to grant a nonexclusive franchise subject to the terms and conditions set forth herein;**

**Now, therefore, be it ordained by the Council of the Village of North Baltimore, Ohio:**

**Section 1. Ohio Power Company, its successors, and assigns (hereinafter called “Grantee”) are hereby granted the right, privilege, franchise, and authority to acquire, construct, maintain, and operate in, above, under, across, and along the streets, thoroughfares, alleys, bridges, and public places (as the same now exist or may hereafter be laid out) of the Village of North Baltimore, Ohio, lines for the transmission and distribution of electric energy, either by means of overhead or underground conductors, together with all necessary or desirable appurtenant equipment, to render public utility service in said Village and to the inhabitants thereof by supplying electric energy to said Village and the inhabitants thereof, and persons or corporations beyond the limits thereof for light, heat, power, or any other purposes or purpose for which electric energy is now or may hereafter be used, and the transmission and distribution of the same within, through, or across said Village of North Baltimore, Ohio.**

**Section 2. Said lines and appurtenant equipment shall be constructed in a manner that shall not unreasonably interfere with the traveling public in its use of the streets, thoroughfares, alleys, bridges, and public places.**

**Section 3. The rights, privileges, and franchise hereby granted shall be in force and effect for an initial term of twenty-five (25) years from the date of the passage of this Ordinance. Thereafter this franchise shall continue for successive one-year terms, unless either party hereto provides written notice of its intention not to renew at least one year prior to the term expiration. The rights, privileges, and franchise hereby granted shall not be construed to be exclusive and the Council of the Village of North Baltimore hereby reserves the power to grant similar rights, privileges, and franchises to any other person or persons, firm or firms, corporation or corporations.**

**Section 4. Said Grantee shall save the Village harmless from any and all liability arising in any way from Grantee’s negligence in the erection, maintenance, or operation of said lines for the distribution and transmission of electric energy, except to the extent such liability arises out of the contributory negligence or willful misconduct of the Village.**

**Section 5. Whenever said Grantee shall begin the erection or installation of any lines or equipment, it shall promptly and diligently prosecute the work to completion and leave the streets, thoroughfares, alleys, bridges, and public places where such work is done in as good condition of repair as before such work was commenced.**

**Section 6. Wherever in this Ordinance, reference is made to the Village or the Grantee, it shall be deemed to include the respective successors or assigns of either; and all rights, privileges, franchises, and obligations herein contained by or on behalf of said Village, or by or on behalf of said Grantee, shall be binding upon, and inure to the benefit of the**

respective successors or assigns of said Village, or of said Grantee, whether so expressed or not.

**Section 7. The Village Administrator is hereby authorized and directed to execute on behalf of the Village any franchise agreement, acceptance document, or other instruments necessary to carry out the intent and purpose of this Ordinance, consistent with the terms set forth herein.**

**Section 8. This Ordinance shall be accepted by the Grantee within sixty (60) days from the date of the passage of same.**

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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
**Dee Hefner, President of Council**

\_\_\_\_\_  
**Aaron Patterson, Mayor**

**Attest:**

\_\_\_\_\_  
**Mason Davis, Clerk of Council**

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 04 – 2026

**A RESOLUTION CLARIFYING THAT VACATION LEAVE UNDER SECTION 5.03 OF THE VILLAGE PERSONNEL POLICY AND PROCEDURE MANUAL APPLIES ONLY TO FULL-TIME EMPLOYEES AND FORMALLY DISCONTINUING VACATION ACCRUAL FOR PART-TIME EMPLOYEES**

WHEREAS, Section 5.03 of the Village of North Baltimore Personnel Policy and Procedure Manual provides that all full-time employees are entitled to paid vacation leave after completion of one (1) year of service with the Village; and

WHEREAS, the section contains no language authorizing vacation accrual or eligibility for part-time, temporary, intermittent, or seasonal employees; and

WHEREAS, the Village has historically allowed certain part-time employees, including EMS personnel, to accrue vacation leave contrary to the written policy; and

WHEREAS, it is necessary to formally discontinue this past practice, provide notice to affected employees, and reaffirm the Village’s adherence to the written policy to ensure consistency and proper use of public funds.

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

**SECTION 1.** Council hereby reaffirms that vacation leave eligibility under Section 5.03 of the Village Personnel Policy and Procedure Manual applies exclusively to full-time employees. Part-time, temporary, intermittent, and seasonal employees are not eligible to accrue or receive paid vacation leave.

**SECTION 2.** Upon adoption of this Resolution, the Village Administrator shall provide written notice to all affected part-time employees that vacation accrual eligibility is discontinued. Beginning on the effective date of this Resolution, no further vacation leave shall accrue for any part-time employee.

**SECTION 3.** All previously accrued and unused vacation leave balances for part-time employees shall be paid out in full in a lump-sum payment on or after the effective date of this Resolution. Upon payout, such balances shall be reduced to zero.

**SECTION 4.** The Fiscal Officer is directed to make any necessary payroll and benefit record adjustments to implement this Resolution, including processing the payout of accrued vacation balances in accordance with Section 3.

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

Vote on Measure:    \_\_\_\_\_ Yeas    \_\_\_\_\_ Nays    \_\_\_\_\_ Abstentions

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
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. 04 - 2026 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

**Exhibit A**

**SELECTED SERVICES AND ASSOCIATED FEES**

Agency is purchasing the following:

**Order Summary**

| 001 Local Government Policy Manual |   |            |          |             |            |                      |
|------------------------------------|---|------------|----------|-------------|------------|----------------------|
| Qty                                | Description   | Unit Price | Disc (%) | Disc Amount | Tax Amount | Extended             |
| 60                                 | Annual Local Government Administration Policy Manual & Daily Training Bulletins | \$5,149.00 | 5%       | \$257.45    | \$0.00     | \$4,891.55           |
|                                    |   |            |          | Discount:   | \$257.45   | Subtotal: \$4,891.55 |

| 002 Local Government Policy Implementation |   |             |          |             |            |                       |
|--|---|-------------|----------|-------------|------------|-----------------------|
| Qty  | Description   | Unit Price  | Disc (%) | Disc Amount | Tax Amount | Extended              |
| 1  | Local Government Administration Content Extraction  | \$2,775.00  | 20%      | \$555.00    | \$0.00     | \$2,220.00            |
| 1  | Local Government Administration Full Implementation | \$13,690.00 | 20%      | \$2,738.00  | \$0.00     | \$10,952.00           |
|  |   |             |          | Discount:   | \$3,293.00 | Subtotal: \$13,172.00 |

|            |             |
|------------|-------------|
| Discount:  | \$3,550.45  |
| Subtotal:  | \$18,063.55 |
| Tax:       |             |
| Total Due: | \$18,063.55 |

**Notes**

5% Sourcewell discount applied to subscription and implementation fee as well as additional 15% discount applied to implementation fees. Client will be invoiced 4/1/26 (net 30 terms) for LG Policy Manual Subscription and will not be invoiced for implementation until 10/1/26 (net 30 terms).

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2026-XX

AN ORDINANCE APPROVING THE 2026 NORTH BALTIMORE SCHOOL TRAVEL PLAN; AUTHORIZING AND RATIFYING THE SUBMISSION OF A SAFE ROUTES TO SCHOOL GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION; AUTHORIZING EXECUTION OF NECESSARY AGREEMENTS

WHEREAS, the North Baltimore School Travel Plan has been approved by the Ohio Department of Transportation; and

WHEREAS, Local Public Agencies (LPAs) can apply for SRTS funds and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the construction of sidewalk improvements on Gillette Street, Chicago Avenue, and Wabash Avenue is eligible for such funding.

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

SECTION 1. Council hereby approves the North Baltimore School Travel Plan and authorizes and ratifies the submission of a Safe Routes to School (SRTS) grant application for the above-described Project. The Village Administrator or their designee is authorized to prepare, execute, and submit all documents necessary in connection with the application.

SECTION 2. The total estimated cost of the Project is \$352,000.00. If awarded SRTS funds, the Village agrees to provide all required local funding, including one hundred percent (100%) of construction costs in excess of the maximum amount provided by the Ohio Department of Transportation, and authorizes the Village Administrator or their designee to enter into all agreements necessary to complete the Project, subject to appropriation of funds by Council.

SECTION 3. Upon completion of the Project, and unless otherwise agreed, the Village shall provide adequate maintenance for the Project in accordance with all applicable state and federal law, including 23 USC 116; shall provide necessary financial provisions for such maintenance; shall maintain the right-of-way free of obstructions; and shall hold the right-of-way inviolate for public highway purposes.

SECTION 4. If the application is approved for SRTS funds, the Village Administrator or their designee is authorized to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above-described Project.

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

Vote on Measure: \_\_\_\_\_ Yeas \_\_\_\_\_ Nays \_\_\_\_\_ Abstentions

ADOPTED AND EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest:

\_\_\_\_\_  
Mason Davis, Clerk of Council



# VILLAGE OF NORTH BALTIMORE

205 North Main Street, North Baltimore, OH 45872

Phone (419)-257-2394

Fax (419)-257-2457

## COTW Topics for March 3, 2025

- 1. We recently met with The Ohio Plan to discuss property & casualty options. I'm waiting to hear back from the cities of Findlay & Bowling Green, as to whom they contract with for property & casualty insurance. If anyone knows who they use for insurance or has a suggestion for a third company to contact, please let me know.**
- 2. Below are some options for financing a Public Works/Fire Station building.**
  - \*USDA Community Facilities Direct Loan (July-Sept 2025 fixed rates were 4.5%-5.25%)**
  - \*Public bonds/Certificate of Participation (COP) (doesn't require voter approval, tax exempt & possibly could be offered for sale locally first, credit rating required)**
  - \*Levy/voter issued debt (property tax levy submitted to electors to pay the debt charges on general obligation bonds) ORC 133.18**
  - \*Bank financing (I'm currently talking with Huntington & F&M Community Bank)**