



**VILLAGE OF NORTH BALTIMORE
Special Council Meeting - 6/15/2026**

June 15, 2026
4:00 PM Meeting

Agenda

I. Pledge of Allegiance

II. Roll Call

Mayor Aaron Patterson____, Ms. Beaupry ____, Ms. Hefner _____, Mr. Richmond _____, Mr. Engard _____, Mr. Bosak _____, Mr. Sweat _____.

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

III. Village Solicitor

1. Professional Services Contract

IV. Executive Session: To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official under ORC 121.22(G)(1), with potential action to follow

V. Second Reading of Ordinances and Resolutions

1. RESOLUTION NO. 15– 2026: A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AND APPROVE A PROFESSIONAL ENGINEERING SERVICES PROPOSAL WITH KLEINFELDER, INC. FOR THE SR 18 MULTI-USE PATH AND POE ROAD SIDEWALK PROJECT; AND TO DECLARE AN EMERGENCY (2nd Reading only)

VI. Adjournment

PROFESSIONAL SERVICES CONTRACT

This Agreement (“Agreement”) is made and effective on the ____ day of _____, 2026, by and between the **Village of North Baltimore**, an Ohio Municipal Corporation (the “Village”), and Robert W. Bohmer, Attorney, and the law firm of Rupp, Hagans, Bohmer & Durnaczyk, LLP.

WHEREAS, the Village desires to provide for the appointment of Solicitor for the Village pursuant to its legislative authority under Ohio Revised Code Section 733.48; and

WHEREAS, Attorney Robert W. Bohmer is an Attorney licensed to practice law in the State of Ohio and partner of the firm of Rupp, Hagans, Bohmer & Duranczyk, LLP, located at 302 North Defiance Street, Archbold, Ohio 43502 and 200 West High Street, Bryan, Ohio 43506; and

WHEREAS, Robert W. Bohmer has agreed to accept the appointment as Solicitor of the Village; and

WHEREAS, the Council of the Village has authorized and directed the Mayor to enter into a professional services contract with Robert W. Bohmer and his firm, Rupp, Hagans, Bohmer & Duranczyk, LLP.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **DUTIES.** Robert W. Bohmer is hereby appointed the Solicitor for the Village and shall be responsible for performing any and all duties pursuant to the Codified Ordinances of the Village and the laws of the State of Ohio. These services may include, but are not limited to:
 - a. Attending, upon request, regular Council meetings;
 - b. Attending, upon request, special Council meetings;
 - c. Attending, upon request, meetings or conferences with Village officials and/or employees and meetings with City, County, State, Federal or other governmental officials;
 - d. Rendering legal advice for and as requested by the Council, Mayor, Village Administrator, or other Village officials;
 - e. Preparing upon request all routine and non-routine ordinances, resolutions, proclamations, contracts, agreements, leases, notes, deeds, easement agreements, and other legal documents as requested by the Village or as are otherwise necessary;
 - f. Prosecuting or defending on behalf of the Village such complaints, suits and controversies in the courts of the State of Ohio to which the Village may be a party; and

g. Performing such other work as may be requested by the Council, Mayor, Village Administrator or Village staff.

2. **TERM.** This agreement shall commence and be effective as of _____, 2026, and shall conclude _____, 2027. Thereafter, the Village may renew this Agreement for successive annual terms with written notice provided to Robert W. Bohmer at least thirty (30) days in advance of the end of the then existing term of its desire to renew the term. Additionally, each party shall have the right to terminate this Agreement at any time, with or without cause, by written notice given to the other party at least thirty (30) days in advance of the termination date.
3. **COMPENSATION.** Robert W. Bohmer and Rupp, Hagans, Bohmer & Duranczyk, LLP shall be compensated for services provided under this Agreement at the rate One Hundred Sixty-Five & 00/100 Dollars (\$165.00) per hour for any attorney time expended. This rate shall not be subject to increase during the initial term, and may only be increased by agreement or after any renewal of this Agreement, with at least thirty (30) days' advance notice of the effective date of such change in rate.
4. **EXPENSES.** The Village shall reimburse any court costs and reasonable expenses incurred by Robert W. Bohmer or the firm of Rupp, Hagans, Bohmer & Duranczyk, LLP advanced by them in furtherance of the duties performed hereunder. Such expenses include, without limitation, court costs, funds advanced on behalf of the Village, travel, parking, lodging, and deposition and discovery costs.
5. **CONFLICTS OF INTEREST.** Robert W. Bohmer and Rupp, Hagans, Bohmer & Duranczyk, LLP may not represent the Village in any matter that constitutes a conflict of interest under the Ohio Revised Code or the Ohio Rules of Professional Conduct. In all such matters, Robert W. Bohmer shall determine, in his sole discretion and judgment, if a conflict of interest exists pursuant to the Ohio Revised Code or Ohio Rules of Professional Conduct. In the event a conflict arises, Robert W. Bohmer will be responsible for arranging alternate representation with a disinterested law firm subject to approval by the Village.
6. **COOPERATING COUNSEL.** The Village authorizes Robert W. Bohmer to utilize the services and assistance of other attorneys or staff within the law firm of Rupp, Hagans, Bohmer, & Duranczyk, LLP in matters he deems appropriate.
7. **SPECIAL COUNSEL.** The Village authorizes Robert W. Bohmer to otherwise utilize the services and assistance of outside firms as Special Counsel, subject to prior Village approval.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, such provision, or portion thereof, shall be deemed severable, and the balance of this agreement shall remain in full force and effect.
9. **ENTIRE AGREEMENT, BINDING EFFECT AND AMENDMENT.** The agreement contained herein shall constitute the entire understanding and agreement between the parties. Any and all prior agreements, understanding, and representations are hereby terminated and

canceled in their entirety. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may only be amended by a writing signed by all parties. This Agreement is not subject to assignment by any party without the prior written agreement of the other party.

IN WITNESS WHEREOF, the Village has caused this agreement to be signed and executed in duplicate on its behalf by its Mayor and attorney Robert W. Bohmer has signed and executed this Agreement on behalf of Rupp, Hagans, Bohmer & Duranczyk, LLP.

**Village of North Baltimore, an Ohio
Municipal Corporation**

Dated: _____

Aaron Patterson, Mayor

**Rupp, Hagans, Bohmer & Duranczyk,
LLP**

Dated: _____

Robert W. Bohmer, Partner

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 15- 2026

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE AND APPROVE A PROFESSIONAL ENGINEERING SERVICES PROPOSAL WITH KLEINFELDER, INC. FOR THE SR 18 MULTI-USE PATH AND POE ROAD SIDEWALK PROJECT; AND TO DECLARE AN EMERGENCY

WHEREAS, the Village of North Baltimore was awarded \$688,000 in Carbon Reduction Program funding through the Toledo Metropolitan Area Council of Governments (TMACOG), now known as Lake Erie West Regional Council, for the SR 18 Multi-Use Path and Poe Road Sidewalk Project, PID 124989; and

WHEREAS, Kleinfelder, Inc. submitted a revised proposal for professional engineering and design services for the project in the amount of \$101,600; and

WHEREAS, Council finds it necessary to authorize the Village Administrator to execute and approve the proposal and related documents necessary to advance the project and maintain eligibility for federal funding and project scheduling requirements.

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 and approve the professional engineering services proposal submitted by Kleinfelder, Inc. for the SR 18 Multi-Use Path and Poe Road Sidewalk Project, PID 124989, in an amount not to exceed One Hundred One Thousand Six Hundred Dollars (\$101,600). The costs authorized herein shall be paid from Fund 2405-620-396-0000 (Sewer Tap Assessment).

SECTION 2. The Village Administrator is further authorized to execute any documents and take any actions necessary to facilitate the engineering, design, coordination, and advancement of the project in accordance with applicable ODOT and Lake Erie West Regional Council requirements.

SECTION 3. Council finds and determines that this Resolution is an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village. Immediate authorization of the professional engineering services proposal is required to allow the Village to proceed with the preliminary engineering phase of the SR 18 Multi-Use Path and Poe Road Sidewalk Project, a federally funded transportation improvement project. Delay in authorizing these services may jeopardize project scheduling, federal funding eligibility, coordination with the Ohio Department of Transportation and Lake Erie West Regional Council, and the Village's ability to meet required project development milestones. Therefore, this Resolution shall take effect and be in force immediately upon its adoption.

EMERGENCY CLAUSE VOTE
YEAS _____ NAYS _____

VOTE ON FINAL ADOPTION
YEAS _____ NAYS _____

ADOPTED AND EFFECTIVE this _____ day of _____, 2026.

Dee Hefner, President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council

FISCAL OFFICER CERTIFICATE

It is hereby certified that sufficient funds have been duly appropriated and are available in Fund 2405-620-396-0000 (Sewer Tap Assessment) to meet the obligation contemplated by Resolution No. 15-2026 and are free from any previous encumbrances.

Date: _____

Justin Overmyer
Fiscal Officer
Village of North Baltimore, Wood County, Ohio