



**VILLAGE OF NORTH BALTIMORE
Committee of the Whole - 7/7/2026**

July 07, 2026
5:30 PM

Agenda

- I. Call to order: Council President Dee Hefner**
- II. Pledge of Allegiance**
- III. Public Safety - Tim Engard**
 - [1.](#) County Drug Enforcement Services Agreement (Resolution No. 18-2026)
- IV. Public Works - Paula Beaupry**
 1. Daman Property
 2. Baseball Backstop
 - [3.](#) Seasonal Park Maintenance Laborer
 - [4.](#) New Playground
- V. Public Utilities - Eric Sweat**
 1. Water Tap Fees
- VI. Economic and Community Development - Dee Hefner**
 1. Village 150th/America250 Festival Recap
 2. Downtown Facade Program
- VII. Personnel, Policy and Ordinance Review - Richard Bosak**
 - [1.](#) Bicycle Ordinance (Ordinance No. 2026-14)
- VIII. Finance and Technology - Dave Richmond**

IX. Administrator - Josh Bender

1. Tall grass/Weed Enforcement
- [2.](#) PW Building
3. Income Tax Increase
- [4.](#) Kleinfelder Contract & SR-18 MUP
5. Main Street STBG (Resolution No. 11-2026)
- [6.](#) Eagleville Bridge Resolution (Resolution No. XX-2026)
7. Quarry Road Repave

X. Fiscal Officer - Justin Overmyer

- [1.](#) Emergency Supplemental Appropriations - Police (Ordinance No. 2026-15)

XI. Mayor - Aaron Patterson

XII. Adjournment

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 18- 2026

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR DRUG ENFORCEMENT SERVICES WITH THE WOOD COUNTY SHERIFF’S OFFICE AND THE WOOD COUNTY BOARD OF COMMISSIONERS, ATTACHED HERETO AS EXHIBIT A, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Sections 737.04 and 311.29 authorize municipalities to enter into agreements with county sheriffs and other political subdivisions for law enforcement services and cooperative police activities; and

WHEREAS, the Village of North Baltimore desires to participate in a cooperative drug enforcement program with the Wood County Sheriff’s Office to enhance drug investigations, interdiction efforts, officer training, and public safety within the Village and surrounding area; and

WHEREAS, the Wood County Sheriff’s Office and the Wood County Board of Commissioners have presented the Agreement for Drug Enforcement Services, attached hereto as Exhibit A, and Council finds that entering into the Agreement is in the best interest of the Village and its residents;

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

SECTION 1. The Mayor is hereby authorized and directed to execute the Agreement for Drug Enforcement Services between the Wood County Sheriff’s Office, the Wood County Board of Commissioners, and the Village of North Baltimore, attached hereto and incorporated herein as Exhibit A, together with any non-substantive modifications approved by the Village Solicitor.

SECTION 2. The Mayor, Village Administrator, Fiscal Officer, Chief of Police, and other appropriate Village officials are hereby authorized to take all actions necessary to carry out the intent of this Resolution and the obligations of the Village under the Agreement.

SECTION 3. The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any committees thereof that resulted in such formal action were conducted in compliance with all 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 and its residents by allowing the Village to immediately participate in cooperative drug enforcement activities and training with the Wood County Sheriff’s Office. Therefore, this Resolution shall take effect immediately upon its passage and approval by the Mayor.

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

Agreement for Drug Enforcement Services between the Wood County Sheriff’s Office and the Village of North Baltimore

This Agreement is made and entered into effective when fully executed by the Wood County Sheriff’s Office (hereinafter, “Sheriff”) whose address is 1960 E. Gypsy Lane Road, Bowling Green, Ohio 43402, the Wood County Board of Commissioners, (hereinafter, “County”) Wood County Office Building, 5th Floor, 1 Courthouse Square, Bowling Green, Ohio 43402, and the Village of North Baltimore (hereinafter, “Village”) whose address is 205 North Main Street, North Baltimore, Ohio 45872.

WHEREAS, R.C. 737.04 permits the legislative authority of any municipal corporation, in order to obtain police protection or to obtain additional police protection . . . allow its police officers to work in multijurisdictional drug, gang, or career criminal task forces, may enter into contracts with . . . county sheriffs of this state, . . . upon any terms that are agreed upon, for services of police departments . . . or for the interchange of services of police departments or police equipment with the several territories of the contracting subdivisions;

WHEREAS, R.C. 311.29(B) authorizes the sheriff to “enter into contracts with any municipal corporation, . . . and such subdivisions. . . may enter into agreements with the sheriff pursuant to which the sheriff undertakes and is authorized by the contracting subdivision. . . to perform any police function, exercise any police power, or render any police service in behalf of the contracting subdivision, authority, or county, or its legislative authority, that the subdivision. . . may perform, exercise, or render;

WHEREAS, the Village of North Baltimore seeks the assistance of and training from the Sheriff’s Office personnel for Village Police Department investigations and interdiction efforts involving drug trafficking and drug related offenses in North Baltimore and the surrounding area;

WHEREAS, the Sheriff is willing to provide the training and services of its detectives in drug investigation and interdiction of drug related offenses and related training;

WHEREAS, the Wood County Board of Commissioners, pursuant to R.C. 311.29(D), seek to join as a party to this Agreement:

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

ARTICLE 1: VILLAGE ASSIGNMENT OF PERSONNEL AND VILLAGE RESOURCES

- 1.1** Provided that adequate staffing exists, the Village, by and through its Police Department, shall assign a qualified and certified peace/police officer, subject to approval of the Sheriff’s Office, to work with the Wood County

Sheriff's Office Detective Bureau for drug investigations, interdiction and enforcement in the Village and surrounding area and other jurisdictions in Wood County.

- 1.2** The Village will support the officer by:
- 1.2.1** Providing a service weapon, handcuffs, ballistic vest, and other personal equipment necessary to perform duties required by the Wood County Sheriff's Office.
 - 1.2.2** Paying the officer for a 40-hour work week and for additional hours with prior approval as an operational need by the North Baltimore Police Chief and the Sheriff's Office Narcotics Sergeant.
 - 1.2.3** Furnishing the officer assigned with a covert motor vehicle, unless a Sheriff's Office vehicle is available and approved for use by the Sheriff. The NBPD will be responsible pay for fuel, regardless of which agency's vehicle is utilized.
- 1.3** The NBPD officer assigned to the Wood County Sheriff's Office by the NBPD shall remain an NBPD employee for all purposes, including but not limited to pay, unemployment compensation, workers compensation, liability insurance, health insurance, and pension matters.
- 1.4** The NBPD Officer shall follow the policies and procedures of NBPD except in matters not covered by the NBPD policy manual, in which case the officer shall the Wood County Sheriff's Office policy and procedures pertaining to the specific nature of the Sheriff's Office work being performed.
- 1.5** The North Baltimore officer shall be under the direct supervision and training of the Wood Coty Sheriff's Office Narcotics Sergeant.

ARTICLE 2: SHERIFF'S RESPONSIBILITIES

- 2.1** The Sheriff shall swear in the assigned NBPD officer as a Wood County Sheriff's Office Special Deputy for the duration of his or her assignment.
- 2.2** The Sheriff shall assign the NBPD officer to the direct supervision of the Wood County Sheriff's Office Narcotics Sergeant.
- 2.3** The Wood County Narcotics Sergeant will conduct training for the assigned North Baltimore officer.
- 2.4** The Sheriff's staff shall assist the NBPD officer in drug investigations, interdiction, and enforcement in North Baltimore and surrounding area.

- 2.5 The North Baltimore officer will be assigned to participate in Wood County Sheriff's Office Detective Bureau long and short-term investigations within Wood County and across the jurisdictions it serves.

ARTICLE 3: EMPLOYMENT STATUS; DEFEND AND HOLD HARMLESS

- 3.1 All personnel shall remain employees of their employing agency, political entity or subdivision and liability for any actions of such personnel shall remain with the employing individual agency, political entity or subdivision.
- 3.2 Each party will be responsible to defend the acts and omissions of their respective employees performed pursuant to this Agreement and shall hold the other party harmless.

ARTICLE 4: FORFEITURE ALLOCATION

- 4.1 Any monies or property forfeited as a result of investigations conducted under this agreement shall be distributed among the participating agencies in proportion to each agency's relative contribution to the law enforcement effort that resulted in the forfeiture. Relative contribution will be determined by considering, at a minimum, work hours expended, resources and specialized services provided, whether an agency originated the investigation or key information, and any other unique or indispensable assistance documented in the case file.
- 4.2 Nothing in the agreement creates a right to forfeiture proceeds. All distributions remain subject to applicable federal and state forfeiture statutes, equitable-sharing program rules, and prosecutorial or judicial discretion. If program rules or law conflict with this agreement, the governing law or rule will apply.

ARTICLE 5: TERM

- 5.1 The term of this Agreement will be for a one (1) year period beginning _____. It shall automatically renew for up to three additional one-year terms unless terminated as described in this Agreement;

ARTICLE 6: MODIFICATION

- 6.1 This Agreement may be modified upon written consent of both parties;

ARTICLE 7: TERMINATION

- 7.1 Either party to this Agreement may withdraw from and terminate this Agreement upon thirty (30) days written notice to the other party.

ARTICLE 8: RELATIONSHIP TO OTHER AUTHORITIES

8.1 Nothing in this Agreement is intended to restrict any party from taking any action that it would otherwise be authorized to take under law;

ARTICLE 9: ENTIRE AGREEMENT

9.1 This Agreement contains the entire agreement among the parties and superseded all proposals, oral or written and any other communication between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by authorized officers on the dates indicated below their signatures and represent that they have the requisite authority to sign on behalf of the party indicated.

Wood County Sheriff's Office

By: Mark Wasylyshyn
Mark Wasylyshyn
Title: Wood County Sheriff

Date: 06-18-2026

The Village of North Baltimore

By: _____
Signature
Title: _____
Date: _____

Approved as to Form:

Paul A. Dobson
Paul A. Dobson
Wood County Prosecutor

Date: 6/17/2026

Wood County Board of Commissioners

Doris I. Herringshaw, Ed.D.

Dr. Theodore H. Bowlus

Craig LaHote

Date: _____

Approved:

Solicitor
Village of North Baltimore, Ohio

Certification of Availability of Funds

I _____ am the Fiscal Officer for the Village of North Baltimore, Ohio and I hereby certify that the money to meet this Agreement in the amount set forth below has been lawfully appropriated for the purpose of this Agreement and is in the treasury of _____ or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Amount: \$ _____

Signature
Fiscal Officer North Baltimore, Ohio

POSITION DESCRIPTION

Position Title: Seasonal Park Maintenance Laborer

Dept./Division: Public Works

Civil Service Status: Unclassified

Reports To: Public Works Superintendent

Employment Status: Seasonal (April 1st – Oct 31st)

Pay: \$17.00

JOB DESCRIPTION AND LABORER CHARACTERISTICS:

Job Summary:

The Seasonal Park Maintenance Laborer is responsible for maintaining Memorial Park, including its grounds, facilities, and recreational amenities, under the direction of the Public Works Superintendent. The position performs unskilled and, as capable, semi-skilled maintenance duties to ensure Memorial Park remains clean, safe, and attractive for public use.

Key Responsibilities:

- Prepare shelter houses for rentals and maintain restroom facilities.
- Operate mowers, trimmers, spray equipment, and other maintenance tools and equipment.
- Perform mowing, weed control, litter collection, and trash removal throughout Memorial Park.
- Perform approved non-lethal Canada goose harassment and deterrence activities using authorized methods and equipment to discourage geese from occupying Memorial Park.
- Perform routine upkeep of shelter houses, playground equipment, benches, tables, and other park amenities.
- Assist with park preparation, event setup, and cleanup activities as assigned.
- Report maintenance issues, safety concerns, vandalism, or other significant matters to supervisory personnel.
- Follow Village safety policies and perform all duties in a safe and efficient manner.
- Perform other related duties as assigned.

Qualifications:

- Must possess and maintain a valid Ohio driver's license.
- Ability to perform physical labor, including lifting, bending, walking, and working outdoors in varying weather conditions.
- Ability to understand and follow written and verbal instructions.
- Ability to work independently and exercise good judgment.
- Ability to establish and maintain effective working relationships with fellow employees and the public.

Working Conditions:

- Work is performed primarily outdoors at Memorial Park and may involve exposure to heat, cold, rain, dust, and insects.

Additional Requirement:

- All candidates may be subject to a background check and pre-employment drug screening.

The Village of North Baltimore is an Equal Opportunity Employer.

North Baltimore Memorial Park Inclusive Playground Design and Estimate

From Mike McGilbra <mike@penchura.com>

Date Tue 6/30/2026 11:11 AM

To Mason Davis <mdavis@northbaltimore.net>; NAdmin <NAdmin@northbaltimore.gov>

📎 1 attachment (200 KB)

North Baltimore Estimate.pdf;

Hi Josh and Mason,

It was nice meeting you both, and thank you again for sharing your goals for the project, as well as showing me the playground site. That playground really does have the bones of a terrific site! A little TLC and some help from the experts – North Baltimore will soon be a playground destination spot. 😊

I'm excited to share with you an initial concept based on your feedback. The idea here is that this is a traditional playground in the sense that it's not being heavily focused on ramps, but has many inclusive nuances to it so that anyone walking onto the playground feels like it's designed for them. Please click on the link below to view the renders

[North Baltimore Memorial Park Renders](#)

The estimate is attached. The estimate assumes that the existing large structure will be moved to another location. It also assumes the surfacing will be PIP rubber based on Josh's comments. We can always pivot to turf if that's what's ultimately desired.

You will see on the 2D layout (also included in the link) that the small GameTime structure that is under the tree is placed arbitrarily for now. We can cross that bridge when the time comes.

I feel its super helpful to include videos so that you get a better idea of the equipment offers. Links to videos of equipment included in your design are below. PLEASE NOTE: the first 3 links show different vantage points of the main structure that is proposed.

Main PlayBooster Structure 1: <https://youtu.be/rL7AtrdrZCI?si=9Vi3E5R-eNPq6VG->

Main PlayBooster Structure 2: <https://youtu.be/3gNXnVRdxLk?si=UrHSiMrR2alGNnr2>

Main OPlayBooster Structure 3: <https://youtu.be/WW-6Wn9W-QY?si=s9Xeq2vyD5eVfX7w>

Smart Home Loft: <https://youtu.be/E0jJjOWCy2c?si=TECyL3oITH0Fh5pS>

We Go Round: <https://youtu.be/iZAAL148i5s?si=N0zEYoW0FHd46rb5>

ZipKrooz: <https://youtu.be/1CKlOw4vubc?si=ghttNHbAPLXGJifz>

As I mentioned during our meeting; I'd be happy to join in on a Council meeting and conduct a Q&A.

Thank you,

Mike McGilbra – Recreation Consultant; Northwest, OH

P: 330-842-0133 | F: 810-229-6256 | E: mike@penchura.com

www.Penchura.com



Please make check payable to:
Landscape Structures Inc
 601 7th Street S
 Delano, MN 55328

Proposal

Date	Proposal #
6/30/2026	26-893

Bill To:

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

Ship To

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

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
	419-257-2394		50/50		MJM

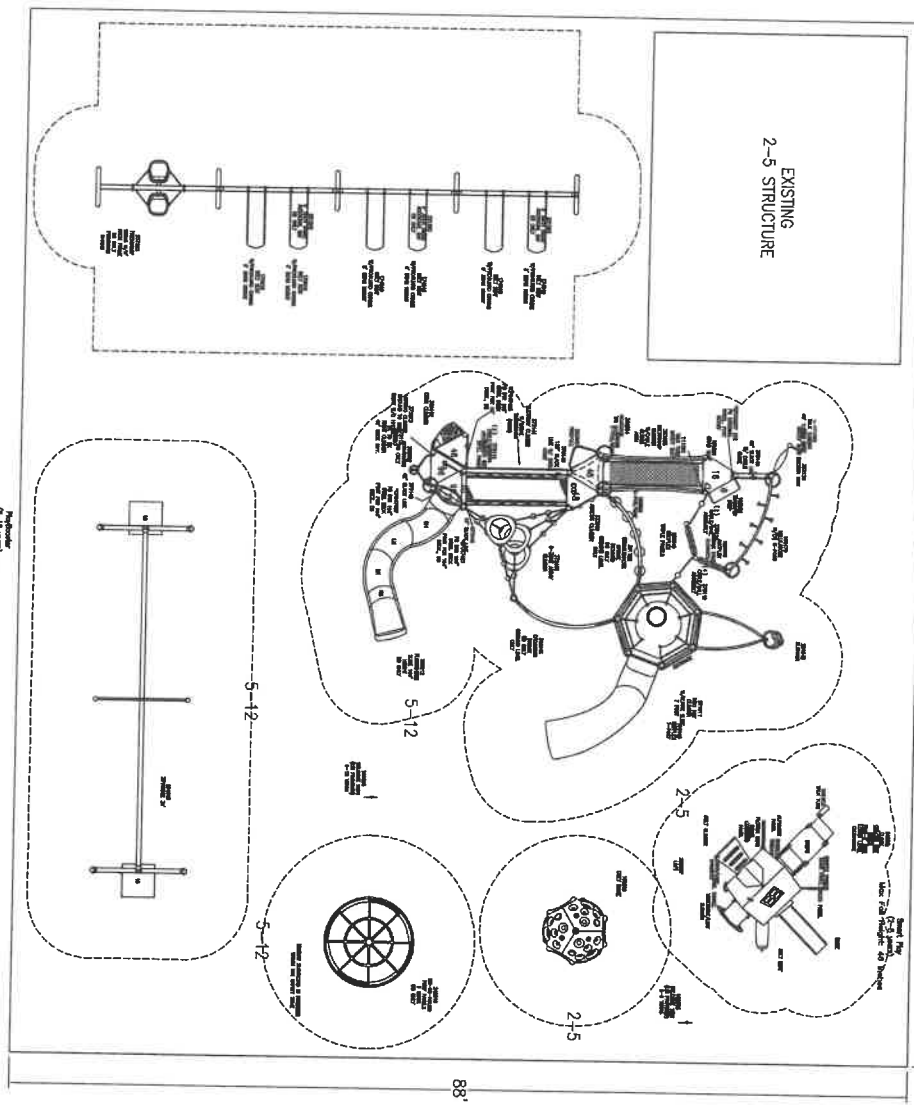
Item	Description	Qty	Weight	Price	Total
LSI Equipm...	Landscape Structures Equipment per Design PEN1209530-01			279,785.00	279,785.00
PIP - Install	Poured in Place EPDM surfacing @ 9,320 sq ft CFH of 8', 6" of crushed stone supplied and installed *Drainage installed by others BUDGETARY PRICE ONLY			267,036.00	267,036.00
Community ...	Community Build Supervision of 4 (9) hour days Assumes 40 volunteers will be on site at all times			6,500.00	6,500.00
Freight	Freight (Budgetary Price)			14,000.00	14,000.00
Sourcewell D...	Sourcewell Co-Op Contract Discount			-22,382.80	-22,382.80

Proposal Good For 30 Days
 Shipping Time: TBD
 Ship Via: Common Carrier
 Please call 24 hours prior to delivery: _____

Subtotal	\$544,938.20
Sales Tax (0.0%)	\$0.00
Total	\$544,938.20

Customer signature below constitutes a purchase order.

DATE: _____
 Penchura, LLC, 889 S. Old US 23 Brighton, MI 48114
 Office: (810) 229-6245 Fax: (810) 229-6256 Toll Free: (888) 778-7529



5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	13	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	7
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	12	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	5	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	6	REQUIRED	6



North Baltimore
Memorial Park
North Baltimore, OH

Penchura, LLC
Mike McGillbra

SYSTEM TYPE:
PlayBooster/Smart Play
DRAWING #:
PENI209550-01



DESIGNED BY:
AH
COMPANY: 6/28/2018
UNUSUAL STRUCTURES, INC.
10000 W. 120th Street, Suite 100
Manti, Missouri 64553
PH: (660)-885-8885 FAX: (660)-877-8811

DATE:
Previous Drawing #
N/A

AREA OF ACCESSIBLE SURFACE (PAVED-IN-PLACE SURFACES) 6,570 SQ.

CHOOSE A PAVEMENT SURFACE MATERIAL THAT MEETS ALL REQUIREMENTS FOR THE DESIGN. THE PAVEMENT SHOULD BE COMPACTED AND FINISHED TO THE PROPER GRADE. THE SURFACE SHOULD BE SMOOTH AND FREE OF OBSTACLES. THE SURFACE SHOULD BE MAINTAINED TO THE PROPER GRADE. THE SURFACE SHOULD BE MAINTAINED TO THE PROPER GRADE.

IF IS THE MANUFACTURER'S OPINION THAT THE PLAY AREA IS NOT ACCESSIBLE TO ALL CHILDREN, AN ACCESSIBLE PAVEMENT SURFACE IS PROVIDED, AS INDICATED, ON THE ENTIRE USE ZONE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PLAY AREA IS ACCESSIBLE TO ALL CHILDREN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PLAY AREA IS ACCESSIBLE TO ALL CHILDREN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PLAY AREA IS ACCESSIBLE TO ALL CHILDREN.

Penchura

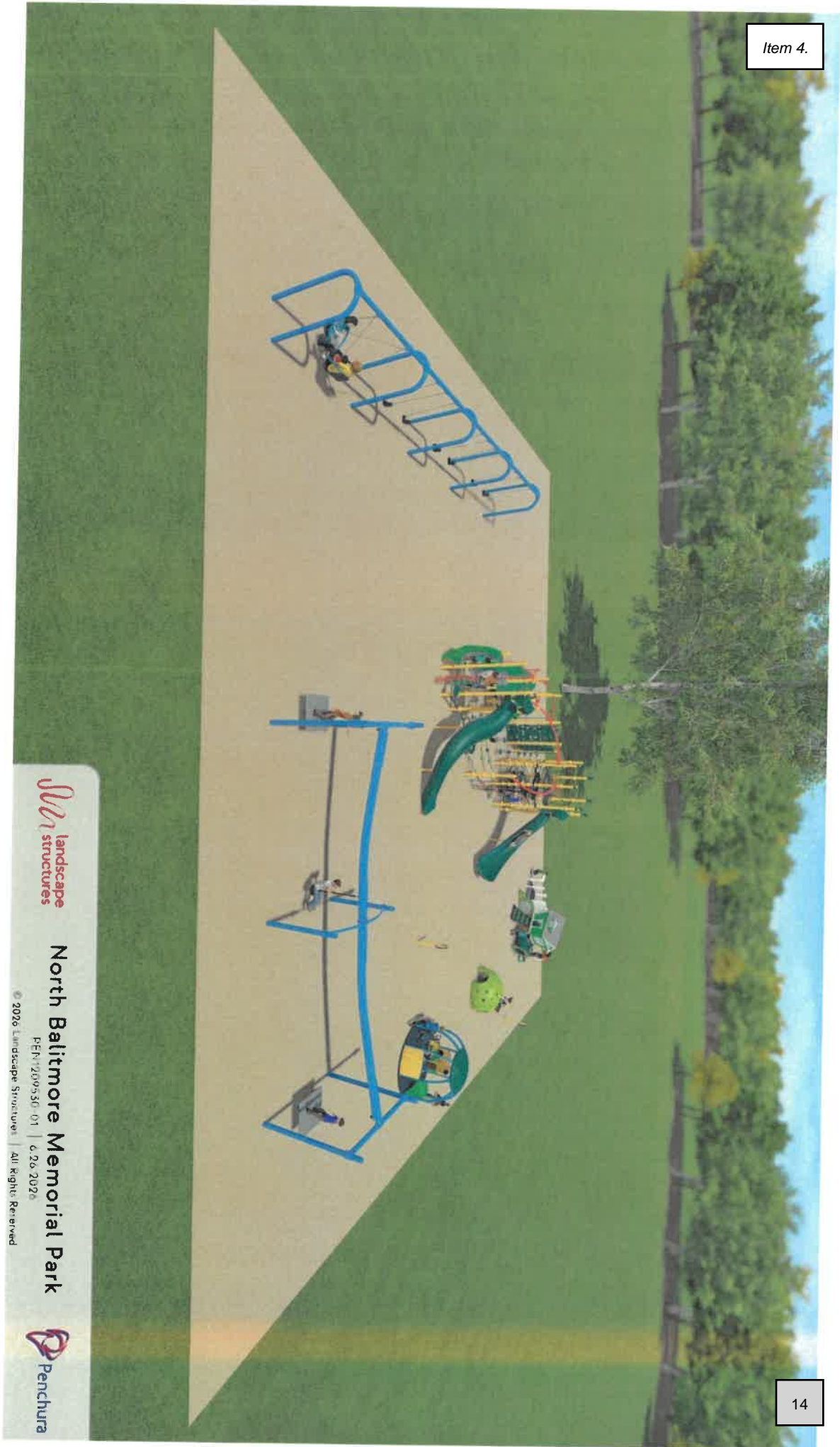


landscape
structures

North Baltimore Memorial Park

PER1200530-01 | 5.09.2026
© 2026 Landscape Structures | All Rights Reserved

 Penchura



SL landscape
structures

North Baltimore Memorial Park

PE#: 209530-01 | 6.26.2026
© 2026 Landscape Structures | All Rights Reserved

 Penchura



landscape
structures

North Baltimore Memorial Park

© 2026 Landscape Structures | All Rights Reserved
PEN*209530-01 | 6.26.2026

 Penchura



SWI landscape structures

North Baltimore Memorial Park

PEN1209550_01 | 6.25.2026
© 2026 Landscape Structures | All Rights Reserved

 Penchura



landscape structures

North Baltimore Memorial Park

© 2016 Landscape Structures | All Rights Reserved

Penchura



landscape
structures

North Baltimore Memorial Park

PEN-2009530 01 | 6.26.2026
© 2026 Landscape Structures | All Rights Reserved

 Penchura

Second Reading:

Third Reading:

Effective Date:

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2026 - 14

AN ORDINANCE ENACTING SECTION 373.13 OF THE CODIFIED ORDINANCES REGULATING THE OPERATION OF BICYCLES, ELECTRIC BICYCLES, AND OTHER DEVICES

WHEREAS, Council finds that regulating bicycles, electric bicycles, and similar devices promotes pedestrian safety.

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

SECTION 1. Section 373.13 of the Codified Ordinances is hereby enacted to read:

373.13 OPERATION OF BICYCLES, ELECTRIC BICYCLES, AND OTHER DEVICES.

(a) No person shall operate a bicycle, electric bicycle, skateboard, motorized skateboard, scooter, motorized scooter, roller skates, or in-line skates upon any sidewalk within the Designated Downtown Business Area, which shall include sidewalks located on both sides of Main Street from Poplar Street to Broadway Street.

(b) No person shall operate a motorized bicycle, electric bicycle, motorized scooter, motorized skateboard, or similar motorized device upon any sidewalk within the Village.

(c) Class 1 and Class 2 electric bicycles may be operated on multi-use paths. Class 3 electric bicycles shall not be operated on such paths.

(d) No person shall operate a bicycle, electric bicycle, motorized bicycle, skateboard, motorized skateboard, scooter, motorized scooter, roller skates, in-line skates, or other similar device upon any public street or public way that has been closed by the Village for a parade, festival, public event, or other special event, unless authorized by the Village.

(e) A person operating a non-motorized device upon a sidewalk outside the Designated Downtown Business Area shall yield the right-of-way to pedestrians.

(f) This section shall not apply to law enforcement officers, emergency personnel, Village employees acting within the scope of their official duties, or persons authorized by the Village.

(g) Whoever violates this section is guilty of a minor misdemeanor.

SECTION 2. It is found and determined that all formal actions of Council concerning this ordinance were adopted in an open meeting in compliance with all applicable legal requirements.

SECTION 3. 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 _____.

VOTE ON ADOPTION YEAS _____ NAYS _____ ABSTAIN _____

ADOPTED this _____ day of _____, 2026.

Dee Hefner, President of Council
Attest:

Aaron Patterson, Mayor

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 | www.northbaltimore.gov

July __, 2026

REQUEST FOR SEALED BIDS PUBLIC WORKS FACILITY CONSTRUCTION

PROJECT OVERVIEW

The Village of North Baltimore is requesting sealed bids for construction of a new Public Works facility for municipal vehicle and equipment storage with accessory office and staff support space. The intent is to construct a durable, functional, and cost-effective building suitable for long-term municipal operations. The project will be bid in accordance with applicable Ohio law, with bids publicly opened and the contract awarded to the lowest and best bidder.

The facility will be constructed on Village-owned property adjacent to the reservoirs along SR-18. The contractor shall coordinate site access, staging, and construction activities to maintain safe traffic flow and avoid disruption to existing infrastructure.

PROJECT SIZE

- Approximate building size: 60 feet by 120 feet (~7,200 square feet)
- Dimensions are intended as a baseline; contractor may propose minor adjustments to optimize layout, structural efficiency, and vehicle circulation while maintaining overall project intent
- Vehicle storage and maintenance areas shall be insulated and heated
- Approximately 1,200–1,500 square feet of finished office and staff support space

GENERAL REQUIREMENTS

Contractor shall provide all labor, materials, equipment, permits, supervision, and incidentals necessary to deliver a complete and operational facility.

BUILDING REQUIREMENTS

Pre-engineered metal building (or equal) designed for Ohio wind and snow loads with a minimum 18-foot clear height to accommodate Village equipment including a bucket truck. Building shall include insulated walls and roof, gutters, downspouts, and one future expansion end wall (east side).

Foundation shall consist of a reinforced concrete slab (minimum 6 inches thick, 8 inches thick at overhead door lanes) designed for heavy municipal vehicles and salt exposure. Provide one vehicle service pit (approximately 3 feet by 30 feet by 5 feet) with lighting, outlets, ventilation, and removable covers.

Provide floor drains in the service pit and vehicle maintenance areas where permitted by applicable environmental regulations and utility requirements. Floor drainage shall be designed to accommodate snow, ice, wash water, and routine maintenance activities.

Concrete floor slab shall have a broom finish throughout all shop, vehicle storage, maintenance, and service areas. Concrete aprons at overhead doors shall also have a broom finish.

Floor slab and foundation system shall be designed to accommodate anticipated municipal vehicle loads, including dump trucks, snowplows, backhoes, bucket trucks, street maintenance equipment, and other heavy-duty public works vehicles.

OVERHEAD VEHICLE DOORS

- Four (4) overhead vehicle doors required, each minimum 16 feet wide by 16 feet high
- Insulated steel doors with electric openers and weather seals
- Contractor shall verify clearances accommodate Village dump trucks and bucket truck
- Contractor shall provide layout demonstrating door spacing and vehicle circulation

SERVICE DOORS

- Two (2) 36-inch insulated exterior man doors minimum with commercial-grade hardware and ADA-compliant thresholds
- One exterior man door shall provide direct access to the finished office and staff support area
- One exterior man door shall provide direct access to the shop/vehicle storage area
- Provide one interior personnel door connecting the finished office and staff support area to the shop/vehicle storage area
- Interior door shall be insulated and equipped with commercial-grade hardware

VEHICLE STORAGE AND MAINTENANCE AREA

Vehicle storage and maintenance areas shall be insulated and heated with gas-fired radiant tube heat or an equivalent shop heating system. Heating shall be designed to maintain temperatures suitable for municipal vehicle storage, snow and ice melt-off, and routine maintenance operations during winter conditions.

Provide LED high-bay lighting, electrical outlets, hose bibs, compressed air rough-in for future use, and a mezzanine storage loft with permanent stair access for equipment, materials, and parts storage.

FINISHED HEATED AREA

Provide approximately 1,200–1,500 square feet of conditioned space separated from the shop area, including:

- Office (150–300 SF)
- Meeting/break room (500–700 SF)
- ADA restroom with shower and laundry hookups
- Records storage room (~150 SF, conditioned, dry, secure, shelving capable)
- Utility/maintenance storage room (50–100 SF)

Space may be configured as necessary to provide efficient workflow, employee facilities, and future operational flexibility.

HVAC, ELECTRICAL, AND PLUMBING

Finished areas shall be heated and cooled. Provide a minimum 400-amp electrical service, interior and exterior LED lighting, exterior GFCI outlets at building corners, water service, sanitary connection, and standard plumbing fixtures including restroom, utility sink, and shop hose bib.

SITE AND UTILITIES

Contractor shall perform all site work including grading, utility connections (water, sewer, storm), pavement, drainage, and erosion control. Site shall be designed to accommodate municipal trucks and equipment including minimum 20-foot concrete aprons at overhead doors and heavy-duty pavement for truck circulation.

An existing 2-inch water service line is located in the vicinity of the proposed building site and may be available for connection, subject to contractor verification and final design requirements.

Existing storm infrastructure is located near the southwest corner of the project area and may be utilized as part of the proposed drainage design, subject to contractor verification and capacity requirements.

Contractor shall verify all utility locations, capacities, and connection requirements prior to construction.

GENERAL CONDITIONS

Contractor is responsible for means and methods, coordination of subcontractors, utility locates, and OSHA compliance.

Contractor shall provide a conceptual site layout with the bid showing, at a minimum:

- Proposed building location and dimensions
- Overhead door locations
- Exterior man door locations
- Vehicle circulation and maneuvering areas
- Parking areas
- Proposed utility connections, including water, sanitary sewer, storm sewer, electric, and natural gas, as applicable
- Proposed stormwater routing and drainage features
- Future expansion area, if proposed

The conceptual layout is intended for evaluation purposes only and shall be refined as necessary during final design and construction.

Prior to construction, contractor shall submit final construction drawings for Village review and shall provide certificates of insurance naming the Village of North Baltimore as an additional insured. Contractor shall provide performance and payment bonds and comply with all applicable prevailing wage requirements.

ALTERNATIVES

Provide separate pricing, if requested by the Village, for the following optional items:

- Exterior wash pad
- Additional office space
- Lean-to storage
- Generator connection
- Exterior power outlets
- Compressed air system
- Floor coating

PROJECT SCHEDULE

Work shall begin within 60 days of award and be substantially complete within 300 days. Detailed scheduling, including Notice to Proceed and allowable delays, shall be established in the Village construction agreement.

BID SUBMISSION

Sealed bids due: [INSERT DATE/TIME]

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

Each bid must include a 10% bid guaranty. The Village reserves the right to reject any or all bids, waive informalities, and accept the bid determined to be in the best interest of the Village.

CLIENT PROFESSIONAL SERVICES AGREEMENT

Insert Contract Name/Number

This Agreement is made on:

Between Kleinfelder, Inc. with offices at Village of North Baltimore (**Client**)

And Kleinfelder, Inc. with offices at Perrysburg, OH (**Company**).

Recitals

- A. Client wishes to appoint Company to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Company has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

1. CONTENTS OF AGREEMENT

- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
- (a) first, amendments and Change Orders issued in accordance with this Agreement;
 - (b) second, Company's Proposal, dated May 1, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
 - (c) third, this Agreement; and
 - (d) fourth, those portions of Client's agreement with Owner dated **(Prime Agreement)**, if and as applicable to Company and incorporated as provided in clause 1.4 (Appendix B).
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.
- 1.4 Company agrees to be bound to Client in the same way Client is bound to Village of North Baltimore (**Owner**), to the extent the provisions referenced at clause 1.1(d) are applicable to the Services and provided those provisions of the Prime Agreement are identified and furnished to Company by the time of entering into this Agreement.

2. APPOINTMENT AND SCOPE OF SERVICES

- 2.1 Company shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Company and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if

any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.

3. STANDARD OF CARE

- 3.1 Company will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Company's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Company makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Company will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Company of this Agreement, Client will direct Company in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Company will only sign certifications relating to the Services if Company agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

4. COMPANY'S RESPONSIBILITIES

- 4.1 Company will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Company will, as reasonably directed by Client or its authorized agent:
 - (a) provide qualified staff to perform the Services;
 - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
 - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
 - (d) require its personnel to maintain a safe, clean and orderly work environment.

5. TERM AND TERMINATION

- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Company beforehand. All Services shall be fully completed no later than _____, unless earlier terminated by either party or extended by the parties' mutual written agreement.
- 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
- 5.3 Within fifteen (15) days from termination Client will pay Company on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Company

in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.

6. COMPENSATION

- 6.1 Company will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material** basis. Company will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A.
 - Client will pay a **lump sum** of \$101,600. Company will invoice monthly on a percentage completed basis.
 - Client will pay on a **time and material basis not to exceed** the sum of \$. Company will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Company will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Company in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Company's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Company and consistent with Company's overall compensation practices and procedures. Company reserves the right to periodically adjust its fee schedule.
- 6.4 Company will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Company may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Company will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 Where applicable, all travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

7. INSURANCE

- 7.1 Company will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnity provided by Company under clause 12.1.

8. CHANGES TO SCOPE OF SERVICES

- 8.1 Client or Company may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
 - (b) an adjustment in the schedule for performance; and
 - (c) the amount of adjustment in Company's compensation.
- 8.2 Company will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Company will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Company cannot agree upon an equitable adjustment in the schedule and compensation, and Company does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

9. FORCE MAJEURE

- 9.1 Company will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Company reports the delay to Client within a reasonable time of discovery.

10. INSTRUMENTS OF SERVICE

- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Company by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Company may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Company pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
 - (b) Company will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
 - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
 - (d) reuse without the specific prior written consent of Company will be at the user's sole risk and without Company liability, and Client agrees (i) to remove Company's and Company's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Company and Company's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.

- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Company pursuant to this Agreement will be subject to approval at Company's sole discretion and to additional fees, terms and conditions.

11. CLIENT'S RESPONSIBILITIES

- 11.1 Client agrees to provide and discuss with Company on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Company.
- 11.3 Client acknowledges and agrees that Company is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

12. ALLOCATION OF RISK AND INDEMNITIES

- 12.1 Subject to the limitation of liability provisions of this Agreement, Company indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Company and its employees, agents, representatives, subcontractors, and any other party for whom Company is legally responsible (**Company Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Company Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Company be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Company. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Company insurance policy.
- 12.2 Client indemnifies Company against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Company under any Client, Owner or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 The maximum aggregate liability of Company arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually

paid to Company for the Services or \$50,000, and Client hereby releases Company from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.

- 13.2 This limitation of liability has been agreed after Client and Company discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Company.
- 13.3 As used in this clause 13, "Company" includes Company, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES

- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Company or Client or for which either may be liable to a third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS

- 15.1 Client agrees:
- (a) Company will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
 - (b) Company's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
 - (c) Company will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

16. SITE ACCESS

- 16.1 Client agrees to:
- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
 - (b) provide an adequate area for Company's Site office facilities, equipment storage, and parking;
 - (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
 - (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP

- 17.1 Company will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.
- 18.2 Client and Company agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

19. MISCELLANEOUS

- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
- 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
- 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
- 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
- 19.5 Client and Company shall abide by the requirements of 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Company may subcontract performance of portions of the Services to a qualified subcontractor.

19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.

19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

IN WITNESS WHEREOF, Client and Company have caused this Agreement to be executed on the date first written above.

CLIENT:

COMPANY:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

ATTACHMENTS: Appendix A, Company Proposal
Appendix B, Prime Agreement /Client Requirements (as applicable)

First Reading:
Second Reading:
Emergency Reading:
Effective Date:

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. XX- 2026

A RESOLUTION AUTHORIZING THE MAYOR TO FILE A PETITION WITH THE WOOD COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING THE EAGLEVILLE ROAD BRIDGE AND DECLARING AN EMERGENCY

WHEREAS, the Eagleville Road Bridge spans Rocky Ford Creek within the Village of North Baltimore and serves as an important transportation link for residents, businesses, emergency services, school transportation, agricultural traffic, and the traveling public; and

WHEREAS, the Village believes the Eagleville Road Bridge constitutes a necessary bridge located on an improved road of general and public utility pursuant to Ohio Revised Code Section 5591.02; and

WHEREAS, the Eagleville Road Bridge is identified by the United States Department of Transportation and the Ohio Department of Transportation as County Highway Agency Structure No. 8740070, was constructed in 1928, and has received a Structural Evaluation Appraisal of 3 (Intolerable; High Priority Corrective Action), reflecting significant structural deficiencies requiring prompt attention; and

WHEREAS, the Village desires to petition the Wood County Board of County Commissioners to determine that the Eagleville Road Bridge is a necessary bridge located on an improved road of general and public utility and that responsibility for its repair, rehabilitation, or replacement rests with the County pursuant to Ohio Revised Code Section 5591.02.

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

SECTION 1. The Petition attached hereto as Exhibit A and incorporated herein by reference is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute and submit the Petition attached hereto as Exhibit A to the Wood County Board of County Commissioners on behalf of the Village.

SECTION 3. The Mayor, Village Administrator, Fiscal Officer, Solicitor, and other appropriate Village officials are authorized and directed to prepare, assemble, and submit any supporting documentation necessary to support the Village's position, including engineering reports, bridge inspection reports, traffic studies, correspondence, maps, photographs, and other relevant materials.

SECTION 4. The Mayor, Village Administrator, Fiscal Officer, Solicitor, and other appropriate Village officials are further authorized and directed to take any actions necessary to carry out the intent of this Resolution, including appearing before the Wood County Board of County Commissioners, presenting evidence, and otherwise representing the Village's interests regarding the Eagleville Road Bridge.

SECTION 5. Council finds that immediate action is necessary to preserve the Village's rights under Ohio law and address the deteriorating condition of the Eagleville Road Bridge, which was constructed in 1928 and has received a Structural Evaluation Appraisal of 3 (Intolerable; High Priority Corrective Action). Therefore, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect immediately upon its passage.

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

EXHIBIT A: Resolution XX-2026

PETITION TO THE WOOD COUNTY BOARD OF COUNTY COMMISSIONERS

RE: Eagleville Road Bridge – Request for Determination Pursuant to Ohio Revised Code Section 5591.02

To the Honorable Members of the Wood County Board of County Commissioners: The Village of North Baltimore, Ohio, hereby petitions the Wood County Board of County Commissioners to determine that the Eagleville Road Bridge is a necessary bridge located on an improved road of general and public utility and to assume responsibility for its repair, rehabilitation, or replacement pursuant to Ohio Revised Code Section 5591.02.

In support of this Petition, the Village states as follows:

1. The Eagleville Road Bridge is located within the corporate limits of the Village of North Baltimore and carries Eagleville Road across Rocky Ford Creek.
2. Eagleville Road is a publicly maintained paved roadway and constitutes an improved road.
3. The Eagleville Road Bridge is necessary to maintain the continuity of Eagleville Road and provides a public crossing of Rocky Ford Creek serving residents, businesses, emergency services, school transportation, commercial traffic, and the traveling public.
4. Eagleville Road is an improved roadway of general and public utility that accommodates residential, commercial, agricultural, school, emergency, and freight traffic and provides a significant connection between Interstate 75, the Village’s business district, industrial areas, and surrounding communities.
5. The Eagleville Road Bridge was constructed in 1928 and is identified by the United States Department of Transportation and the Ohio Department of Transportation as County Highway Agency Structure No. 8740070. The bridge has received a Structural Evaluation Appraisal rating of 3 (Intolerable; High Priority Corrective Action), indicating significant structural deficiencies that warrant prompt corrective action.
6. The continued availability of the Eagleville Road Bridge is important to the health, safety, and welfare of the public by providing an established transportation route for motorists, emergency responders, school transportation, local businesses, agricultural operations, and the traveling public.
7. Pursuant to Ohio Revised Code Section 5591.02, boards of county commissioners shall construct and keep in repair all necessary bridges located within municipal corporations on improved roads of general and public utility.
8. The Eagleville Road Bridge is a necessary bridge located on an improved road of general and public utility. Accordingly, the Village requests that the Board determine that Ohio Revised Code Section 5591.02 requires the County to construct and keep the bridge in repair.

WHEREFORE, the Village of North Baltimore respectfully requests that the Wood County Board of County Commissioners:

- A. Accept and consider this Petition;
- B. Place this matter on a public meeting agenda for consideration and action;
- C. Determine that the Eagleville Road Bridge is a necessary bridge located on an improved road of general and public utility pursuant to Ohio Revised Code Section 5591.02;
- D. Determine that, pursuant to Ohio Revised Code Section 5591.02, Wood County is responsible for constructing and keeping the Eagleville Road Bridge in repair, including undertaking such repair, rehabilitation, or replacement as may be necessary; and
- E. Take such further action as may be necessary to fulfill the County’s statutory obligations.

Respectfully submitted,
By: _____
Aaron Patterson, Mayor

Date: _____

ATTEST:

Mason Davis, Clerk of Council

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2026-15

**AN ORDINANCE APPROVING SUPPLEMENTAL APPROPRIATIONS AND
MODIFICATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026, AND
DECLARING AN EMERGENCY**

WHEREAS, it is necessary to make supplemental appropriations to the Annual Appropriation Ordinance for the fiscal year 2026;

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

SECTION I: To provide for the necessary expenditures of the Village of North Baltimore for the fiscal year ending December 31, 2026, the following supplemental appropriations are hereby approved.

TRANSFER FROM: Fund 1000-910-910-0000 (General - Transfers Out) \$35,000.00

TRANSFER TO: Fund 1000-110-420-0000 (General Police – Operating Supplies and Materials) \$10,000.00

TRANSFER TO: Fund 1000-110-540-0000 (General Police – Equipment, Machinery, & Furniture) \$25,000.00

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

SECTION III: This ordinance is declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare of the Village and its residents, and shall take effect immediately upon its passage.

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 14th day of July, 2026.

President of Council

Aaron Patterson, Mayor

Attest:

Mason Davis, Clerk of Council