



**VILLAGE OF NORTH BALTIMORE
Committee of the Whole (4/7/2026) - Amended**

April 07, 2026
5:30 PM

Agenda

- I. Call to order: Council President Dee Hefner**
- II. Pledge of Allegiance**
- III. Public Works - Paula Beaupry**
 1. Seasonal Employee & Goose Harassment
 2. Main Street STBG Application
 3. Salt Procurement
- IV. Public Utilities - Eric Sweat**
 1. No items at this time.
- V. Public Safety - Tim Engard**
 1. Railroad Quiet Zone
 - [2.](#) EMA Agreement
- VI. Economic and Community Development - Dee Hefner**
 1. June Festival
 2. DORA
 - [3.](#) Event Policy
- VII. Personnel, Policy and Ordinance Review - Richard Bosak**
 - [1.](#) Public Records Request Policy

VIII. Finance and Technology - Dave Richmond

1. Phone System

IX. Administrator - Josh Bender

1. WCEDC Annual Dinner
2. All Event Permits

X. Fiscal Officer - Matt Clouse

XI. Mayor - Aaron Patterson

XII. Adjournment

Second Reading:

Third Reading:

Effective Date:

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

RESOLUTION NO. 08 – 2026

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WOOD COUNTY EMERGENCY MANAGEMENT AGENCY FOR EMERGENCY MANAGEMENT SERVICES AND AUTHORIZING PAYMENT

WHEREAS, the Village of North Baltimore is required to maintain emergency management capabilities pursuant to ORC 5502.26 through 5502.271; and

WHEREAS, the Village desires to contract with the Wood County Emergency Management Agency for emergency management services for the period January 1, 2026 through December 31, 2027; and

WHEREAS, the cost of said services is \$1,852.95 annually for 2026 and 2027 as set forth in Exhibit A.

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

Section 1. The Mayor is authorized to execute the Agreement attached hereto as Exhibit A with the Wood County Emergency Management Agency.

Section 2. Council authorizes payment of \$1,852.95 per year for 2026 and 2027 for emergency management services in accordance with the Agreement.

Section 3. The Fiscal Officer is authorized to certify funds and process payment consistent with the Agreement.

Section 4. It is hereby found and determined that all formal actions of this Council concerning this Resolution were adopted in an open meeting 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

RESOLUTION NO. _____

**CONTRACT TO FURNISH EMERGENCY MANAGEMENT
BETWEEN WOOD COUNTY, OHIO AND THE**

_____ **Village of North Baltimore** _____
City/Village/Township

THIS AGREEMENT is entered into this 1st day of January , 2026, between the Board of County Commissioners, Wood County, Ohio (hereinafter referred to as "County") and Village of North Baltimore *City/Village/Township*, Wood County, Ohio (hereinafter referred to as "Political Subdivision").

WHEREAS, pursuant to Ohio Revised Code section 5502.271, the Board of County Commissioners established the Wood County Emergency Management Agency ("County EMA") by Resolution No. 96-396; and

WHEREAS, the County EMA has established a program for emergency management in Wood County that complies with sections 5502.21 to 5502.41 of the Ohio Revised Code, 42 U.S.C. 5121, et. seq. and all applicable rules and regulations adopted under those laws; and

WHEREAS, each political subdivision in Wood County must create a local capability for emergency management as set forth in sections 5502.26 through 5502.271 of the Ohio Revised Code; and

WHEREAS, under Ohio Administrative Code 4501:3-3-01, a political subdivision may create a local capability for emergency management by contract with a county that has established an emergency management program under section 5502.271 of the Ohio Revised Code; and

WHEREAS, the Political Subdivision herein desires to contract with Wood County and participate in the county's emergency management program.

NOW THEREFORE, the parties, each in consideration of the mutual promises of the other made herein, agree as follows:

I. County Responsibilities

The County, by and through its Emergency Management Agency agrees to:

1. Develop and maintain an all-hazards emergency operations plan ("EOP") which will coordinate the emergency management framework activities of the Political Subdivision and other political subdivisions that execute an Emergency Management Contract with Wood County.
2. Provide the Political Subdivision with any updates of the Wood County All-Hazards Plan (EOP).

II. Political Subdivision Responsibilities

The Political Subdivision agrees to:

1. Provide the County EMA with police, fire, EMS and public works equipment information necessary to incorporate the political subdivision into the All-Hazards Plan (EOP) and County Resource Directory for response capabilities.
2. Develop and maintain standard operating procedures (SOPs) and/or standard operating guidelines (SOGs) under the framework of the Wood County All-Hazards Plan (EOP) and National Information Management System (NIMS) requirements for responding to local emergencies.
3. Provide the County EMA with names of persons with special training for any natural, human made, or technological hazardous event.
4. Provide the County EMA names and emergency contact information for key administrative, fire, police, EMS, and public works personnel and update this list annually on or before January 31.

III. Term of Contract

The term of this contract shall be from January 1, 2026, through December 31, 2027, provided, however, that such contract may be terminated by either party upon thirty (30) days written notice.

IV. Compensation

The Village of North Baltimore _____ *City/Village/Township* will pay to the TREASURER of WOOD COUNTY, for the Emergency Management Agency services mentioned above on a per capita basis based upon the 2020 official census population data as shown below:

City/Village/Township _ **Village of North Baltimore** _____

<u>YEAR:</u>	<u>POPULATION:</u>	<u>AMOUNT PER CAPITA:</u>	<u>TOTAL AMOUNT:</u>
2026	3,369	.55_/100 (\$0.55)	\$ 1,852.95
2027	3,369	.55_/100 (\$0.55)	\$ 1,852.95

*Emergency Management Agency services compensation will be based on the most current population number from the 2020 Census.

Said payments shall be forwarded to the Wood County Emergency Management Agency, One Courthouse Square, Bowling Green, Ohio 43402.

V. Independent Contractor

It is mutually agreed by and between the parties that the relationship between the County and the Political Subdivision will be that of an independent contractor and no principal-agent or employer-employee relationship is created by this agreement.

VI. Modification of Contract

Any alteration or modification of the terms or conditions of this Agreement must be in writing and signed by all parties.

VII. Severability

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

VIII. Entire Agreement

This Agreement, the schedules and all attachments designated on the face of the agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations and representations, whether written or oral.

IN WITNESS WHEREOF, the parties, as evidence of the Agreement to the above provisions, have set their hand hereunto and affixed our signatures below:

**BOARD OF WOOD
COUNTY COMMISSIONERS**

Date

Date

Date

FOR POLITICAL SUBDIVISION:

Village of North Baltimore
City/ Village/ Township

Date

Date

Date

Date

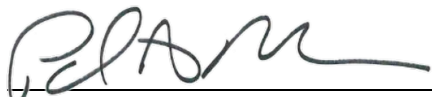
Date

Date

Date

Date

TEMPLATE APPROVED AS TO FORM:



Paul A. Dobson
Wood County Prosecuting Attorney

12/8/2023
Date

CERTIFICATION OF AVAILABILITY OF FUNDS

I, _____, Fiscal Officer for Village of North Baltimore _____ *City/ Village/ Township*, certify that the money to meet this agreement 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

Date

VILLAGE OF NORTH BALTIMORE
EVENT POLICY

Approved by Village Council: Resolution NO. 02 – 2026 Effective Date: February 13, 2026

1. Purpose

This policy establishes consistent procedures for reviewing, approving, and managing events within the Village of North Baltimore. Its intent is to promote safe, enjoyable, and well-organized activities that foster community engagement while protecting public health, safety, Village property, and limiting liability exposure.

2. Scope

This policy applies to any public or private event that uses or closes any public street, sidewalk, park, right-of-way, or Village facility; requires Village personnel, materials, or equipment; or anticipates significant public attendance, traffic impact, or public safety involvement. Private gatherings conducted entirely on private property that do not require Village services, permits, or approvals are exempt.

3. Permit Requirement and Timeline

All events meeting the above criteria require submission of an All Events Permit Application approved by ~~the Village Administrator and Mayor~~ Village Council. Applications shall be submitted at least ~~sixty thirty~~ (60)30 days prior to the proposed event date unless waived by the Village Administrator for good cause. Applications may be accepted up to one (1) year in advance of the event date. Final approval is contingent upon submission of all required documentation and satisfaction of applicable conditions.

4. Application Review

The Village Administrator shall distribute applications to affected departments for review, including Police, Fire, and Public Works. Department heads may attach reasonable conditions or require coordination meetings prior to approval. The Village Administrator or Council may deny or revoke approval if the applicant fails to provide required information, poses a public safety or liability risk, or has outstanding obligations or violations with the Village.

5. Required Documentation

Each application shall include a completed All Events Permit Application and, unless waived, sufficient documentation to allow the Village to evaluate the event, including a site map or route plan showing road closures, staging, and parking areas; vendor lists and contact information when applicable; proof of required insurance; fire safety information when applicable; food service information when applicable; and a description of measures to mitigate trip hazards such as electrical cords, hoses, or uneven surfaces.

6. Insurance Requirements

A Certificate of Liability Insurance naming the Village of North Baltimore as an Additional Insured is required for all events conducted on Village property, streets, or facilities unless waived pursuant to this policy. Minimum Commercial General Liability coverage shall be \$~~12~~1,000,000 per occurrence and aggregate.

Insurance shall not be required for events that meet all of the following criteria: the event is a small, non-commercial gathering hosted by an individual or informal group; attendance does not exceed ~~fifty-one~~ hundred ~~(50)100~~ persons at any one time; no admission fee is charged and no sales of goods, services, or alcohol occur; ~~the event does not require no~~ street closures are required, ~~amplified sound, tents, stages, inflatables, generators, or other temporary structures;~~ ~~the event does not require no~~ on-site police, fire, or public works staffing beyond routine patrol is required; and the event does not present unusual risk based on the nature, duration, or location of the activity. Events meeting all criteria are waived from insurance requirements.

For events not qualifying for an administrative waiver, Council may grant an insurance waiver by formal action when the event is sponsored or managed by the Village, constitutes protected First Amendment activity, or is otherwise documented as being covered under Village insurance. Except where insurance is waived, the applicant shall defend, indemnify, and hold harmless the Village of North Baltimore, its elected and appointed officials, employees, volunteers, and agents from all claims, damages, losses, and expenses arising out of or related to the event.

For non-commercial events hosted by individuals or informal groups, acceptable coverage may include a homeowner's liability rider or personal liability policy meeting the required coverage limits and naming the Village of North Baltimore as an Additional Insured.

~~For events not qualifying for an administrative waiver, Council may grant an insurance waiver by formal action when the event is sponsored or managed by the Village, constitutes protected First Amendment activity, or is otherwise documented as being covered under Village insurance. Except where waived, the applicant shall defend, indemnify, and hold harmless the Village of North Baltimore, its elected and appointed officials, employees, volunteers, and agents from all claims, damages, or expenses arising from or related to the event.~~

7. Coordination with Law Enforcement and Safety Agencies

Any event expecting more than one hundred (100) attendees must coordinate directly with the North Baltimore Police Department. For the duration of the event, at least two (2) police officers must remain assigned to general village coverage, and at least two (2) police officers must be assigned to the event itself. The Police Chief and Mayor, with the concurrence of the Council Public Safety Committee Chair, will determine whether additional support from the Wood County Sheriff's Office Auxiliary is necessary. The Police Chief, Fire Chief, or Public Works Superintendent may impose additional safety, traffic-control, or emergency-access requirements based on the size and nature of the event.

8. Public Health and Food Service

The Village will notify the Wood County Health Department at least thirty (30) days prior to any approved event involving food service. Organizers are encouraged to promptly contact the Health Department to ensure compliance with inspection and licensing requirements. Food vendors shall not operate unless all documentation required under Section 5 has been submitted and approved, including proof of current food service licensure, an anticipated menu, a plan for grey-water disposal using Village-designated disposal locations, and a Certificate of Liability Insurance naming the Village of North Baltimore as an Additional Insured. Each food vendor shall maintain Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, naming the Village of North Baltimore as an Additional Insured.

9. Signage and Posting

No person shall post or affix any sign, placard, advertisement, or inscription on Village property except as authorized by the Village. Temporary event signage shall be removed within twenty-four (24) hours after the event concludes.

10. Clean-Up and Restoration

Event organizers are responsible for all post-event cleanup and restoration of Village property. Failure to restore the area may result in billing for cleanup costs, denial of future event permits, or the requirement of a refundable deposit or surety bond for subsequent events.

11. Departmental Oversight

The following officials are responsible for departmental coordination and compliance oversight: the Police Chief for security, traffic control, and law enforcement coordination; the Fire Chief for fire safety, emergency access, and inspections; the Public Works Superintendent for street closures, barricades,

sanitation, and infrastructure; and the Village Administrator for overall event coordination, insurance verification, permit issuance, and enforcement.

12. Revocation and Enforcement

Village Council may revoke event approval at any time for failure to comply with this policy or conditions of approval. The Village Administrator or Mayor may revoke or suspend approval if event activities deviate materially from the approved plan, pose an immediate risk to public safety, or violate Village ordinances or this policy. Unpermitted events, or events failing to comply with this policy, may be subject to enforcement action or denial of future approvals.~~The Village Administrator or Mayor may revoke approval if event activities deviate materially from the approved plan, pose a risk to public safety, or violate Village ordinances or this policy. Unpermitted events, or events failing to comply with this policy, may be subject to enforcement action or denial of future approvals.~~



Village of North Baltimore Public Records Request Policy

Effective Date: _____, 2026

Section 1 – Purpose

The Village of North Baltimore is committed to ensuring transparency and providing prompt, reasonable access to public records in compliance with Ohio Revised Code (ORC) 149.43 and all applicable state laws, including House Bill 315 (effective April 3, 2025) and House Bill 265 (effective April 9, 2025). This policy establishes procedures for requesting public records, submission methods, applicable costs, and other statutory provisions governing access.

Section 2 – Policy Overview

Public records are defined under ORC 149.43 to include as documents, files, electronic data, or other materials created or received by the Village that serve to document its organization, functions, policies, decisions, procedures, operations, or other official activities. Such records must be promptly prepared and made available for inspection and copying, subject to specific exemptions provided under Ohio law.

Section 3 – Inspection of Public Records

- Inspection of public records is free of charge during regular business hours, except for records requiring review or redaction, for which fees may apply.
- Law enforcement video or audio recordings requiring review, redaction, or editing may incur labor and material costs as authorized under HB 315 (up to \$75/hour, capped at \$750 per request).
- Appointments may be required to ensure record availability and appropriate staff assistance.
- Records will be made available promptly per ORC 149.43(B)(1), with reasonable efforts to fulfill requests in a timely manner.
- Requesters may use personal devices to photograph, scan, or video record public records during inspection, provided this does not damage the records, compromise their integrity, or disrupt office operations. All inspections must occur under staff supervision to ensure proper care and security of the records.

Section 4 – Public Records Request Process

While a Public Records Request Form is available for accuracy and efficiency, under ORC 149.43:

- Requests do not have to be in writing.
- Requests may be submitted anonymously.

If fees apply, payment must be received before records requiring prepayment are released.

Submission Options:

- In Person/Mail: Village Administrator, 205 N Main St, North Baltimore, OH 45872
- Email: Nbadmin@northbaltimore.net

Forms Available At:

- Village Office – 205 N Main St, North Baltimore, OH 45872
- Police Department – 203 N Main St, North Baltimore, OH 45872
- Village Website – <https://www.northbaltimore.org/>

Requests should include sufficient detail to allow reasonable identification and retrieval of records (ORC 149.43(B)(2)).

Section 5 – Copying and Delivery Costs

- Standard Paper Copies – \$0.25 per page
- Flash Drive or other media – Actual cost of media
- Video/audio recordings – Labor charges allowed under HB 315 and actual material costs

Labor Fees for Law Enforcement Records (HB 315):

- Up to \$75/hour for processing, redaction, or editing
- Capped at \$750 per request
- No free access or fee waivers for individuals named in or involved in an incident

Section 6 – Prepayment Requirement

For requests involving copying, delivery, labor, or redaction, an estimated cost will be provided before processing.

- Prepayment of estimated costs may be required prior to processing.
- If third-party redaction services are necessary, the actual cost will be charged to the requester.
- Accepted payment methods: Cash, check, or credit/debit card (during regular business hours).

Section 7 – Notification of Availability

Upon receipt of payment (if required), records will be prepared promptly and made available for:

- In-person inspection during regular business hours

- Pickup at 205 N Main St during business hours
- Mail or electronic delivery, where applicable

Section 8 – Processing Time

Requests will be fulfilled within a reasonable period of time based on their scope and complexity, in compliance with ORC 149.43(B)(1). Every effort will be made to provide access without unnecessary delay.

Section 9 – Incorporation of HB 315 (Effective April 3, 2025)

The Village complies with HB 315, which allows law enforcement agencies to recover labor and material costs associated with the production and redaction of video or audio records.

Section 10 – Additional Provisions under HB 265 (Effective April 9, 2025)

- Vexatious Public Records Litigators: Individuals designated by a court under RC 2323.52 as vexatious public records litigators must obtain court approval before making new requests. Identification may be required if such a designation is suspected.
- Exemptions for Public Service Workers: Certain records of designated current or qualifying former public service workers (e.g., police, firefighters, EMTs, OSR-trained staff) are exempt from disclosure, except to verified journalists.
- Complaint and Cure Requirement: Before initiating a lawsuit under ORC 149.43(C), a requester must first submit a written complaint to the Village and allow three (3) business days for resolution. Any subsequent lawsuit must include a written affirmation that this step was taken.

Section 11 – Acknowledgment of Compliance

This policy affirms the Village of North Baltimore's dedication to transparency, efficiency, and full compliance with Ohio public records laws, including ORC 149.43, HB 315, and HB 265. The Village values the trust of its residents and remains committed to fair and reasonable public record access.