

**COUNCIL MEETING  
AGENDA  
May 13, 2013  
8:00 PM  
BLUFFTON TOWN HALL**

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**MINUTES**    April 22, 2013

**BILLS**

**ORDINANCE NO. 19-12**                      **3<sup>RD</sup> READING**                      **EMERGENCY**  
AN ORDINANCE:    CHANGING THE ZONING CLASSIFICATION FOR CERTAIN  
PROPERTY LOCATED ON HARMON ROAD WITHIN THE VILLAGE OF  
BLUFFTON, OHIO AND DECLARING AN EMERGENCY.

**ORDINANCE NO. 07-13**                      **3<sup>RD</sup> READING**                      **TABLED**  
AN ORDINANCE ESTABLISHING THAT SIDEWALKS BE CONSTRUCTED AND  
MAINTAINED IN ALL RESIDENTIAL AREAS OF THE VILLAGE OF BLUFFTON,  
OHIO.

**ORDINANCE NO. 10-13**                      **2<sup>ND</sup> READING**  
AN ORDINANCE ENACTING REGULATIONS FOR AND PERMITTING BED AND  
BREAKFAST ESTABLISHMENTS IN THE VILLAGE OF BLUFFTON.

**ORDINANCE NO. 13-13**                      **1<sup>ST</sup> READING**                      **EMERGENCY**  
AN ORDINANCE TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF  
GARBAGE, REFUSE AND RECYCLABLES FROM RESIDENTIAL UNITS WITHIN  
THE VILLAGE AND REPEAL ORDINANCES AND RESOLUTIONS  
INCONSISTENT THEREWITH; TO AUTHORIZE THE VILLAGE  
ADMINISTRATOR TO ENTER INTO A CONTRACT THEREFORE; TO PROVIDE  
RATES FOR SUCH COLLECTION CONTRACT; TO PROVIDE FOR BILLING AND  
COLLECTION OF CHARGES BY THE VILLAGE; TO SET FORTH THE DUTIES  
OF THE VILLAGE ADMINISTRATOR; TO REPEAL ORDINANCES AND  
RESOLUTIONS INCONSISTENT THEREWITH AND DECLARING AN  
EMERGENCY.

**ORDINANCE NO. 14-13**                      **1<sup>ST</sup> READING**  
AN ORDINANCE ESTABLISHING A COMPREHENSIVE FEE SCHEDULE FOR  
SERVICES PROVIDED BY THE VILLAGE OF BLUFFTON, OHIO/

**ADMINISTRATOR'S REPORT**

**SAFETY**

**FINANCIALS**

**MEETING DATES**

|              |                            |         |
|--------------|----------------------------|---------|
| May 13, 2013 | Recreation Committee       | 4:30 PM |
| May 13, 2013 | Streets, Alleys and Lights | 7:00 PM |
| May 13, 2013 | Council                    | 8:00 PM |
| May 13, 2013 | Alley Vacation Hearing     | 8:15 PM |
| May 28, 2013 | Council                    | 8:00 PM |

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Regular Council

April 8, 2013

Mayor Gallant presiding. Messrs: Burrell, Collier, Kingsley, McGarrity, Sehlhorst, and Steiner present.

Mr. Sehlhorst moved, seconded by Mr. Kingsley to approve the minutes of the regular council meeting held on April 8, 2013. Roll Call: Yeas (6) Messrs: Sehlhorst, Kingsley, Burrell, Collier, McGarrity, and Steiner. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Burrell to approve the bills as presented. Total non-payroll of \$33,562.48 and payroll of \$78,803.39. Roll Call: Yeas (5) Messrs: McGarrity, Burrell, Collier, Kingsley, Sehlhorst, and Steiner. Nays (0), motion approved.

Mr. Steiner moved, seconded by Mr. Sehlhorst to table the third reading of Ordinance No. 07-13: AN ORDINANCE ESTABLISHING THAT SIDEWALKS BE CONSTRUCTED AND MAINTAINED IN ALL RESIDENTIAL AREAS OF THE VILLAGE OF BLUFFTON, OHIO due to possible State legislation impacting the ordinance. Roll Call: Yeas (6) Messrs: Steiner, Sehlhorst, Burrell, Collier, Kingsley, and McGarrity. Nays (0), motion approved.

Mr. Sehlhorst moved, seconded by Mr. Kingsley to approve the first reading of Ordinance No. 10-13: AN ORDINANCE ENACTING REGULATIONS FOR AND PERMITTING BED AND BREAKFAST ESTABLISHMENTS IN THE VILLAGE OF BLUFFTON. Roll Call: Yeas (6) Messrs: Sehlhorst, Kingsley, Burrell, Collier, McGarrity, and Steiner. Nays (0), motion approved.

Mr. Kingsley moved, seconded by Mr. Steiner to suspend the rules. Roll Call: Yeas (6) Messrs: Kingsley, Steiner, Burrell, Collier, McGarrity, and Sehlhorst. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Collier to approve the first reading of Ordinance No. 11-13: AN ORDINANCE AUTHORIZING APPROVAL OF THE MINUTES FROM THE TAX INCENTIVE REVIEW COUNCIL AND DECLARING AN EMERGENCY. Roll Call: Yeas (6) Messrs: McGarrity, Collier, Burrell, Kingsley, Sehlhorst, and Steiner. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Sehlhorst to suspend the rules. Roll Call: Yeas (6) Messrs: Sehlhorst, McGarrity, Burrell, Collier, Kingsley, and Steiner. Nays (0), motion approved.

Mr. Kingsley moved, seconded by Mr. Burrell to approve the first reading of Ordinance No. 12-13: AN ORDINANCE AMENDING ORDINANCE NO 18-12 (THE ANNUAL APPROPRIATION ORDINANCE) AND DECLARING AN EMERGENCY. Roll Call: Yeas (6) Messrs: Kingsley, Burrell, Collier, McGarrity, Sehlhorst, and Steiner. Nays (0), motion approved.

The Fiscal Officer announced the following meetings:

|                |                            |         |
|----------------|----------------------------|---------|
| April 29, 2013 | Joint Water Advisory Board | 7:30 PM |
| May 13, 2013   | Parks and Recreation       | 4:00 PM |
| May 13, 2013   | Streets & Alleys/ Finance  | 7:00 PM |
| May 13, 2013   | Council                    | 8:00 PM |
| May 13, 2013   | Alley Vacation Hearing     | 8:15 PM |

Mr. Steiner moved, seconded by Mr. McGarrity to approve the estimate of \$11,164 for Eastland Drive and \$24,165 for Campus View Drive by Beaverdam Contracting for waterline replacements. Roll Call: Yeas (6) Messrs: Steiner, McGarrity, Burrell, Collier, Kingsley, and Steiner. Nays (0), motion approved.

Mr. Kingsley moved, seconded by Mr. Burrell to approve Patriot Concrete's estimate of \$16,400 for concrete work at the pool. Roll Call: Yeas (6) Messrs: Kingsley, Burrell, Collier, McGarrity, Sehlhorst, and Steiner. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Steiner to approve accepting appraised values as the values to use for insurance purposes. Roll Call: Yeas (6) Messrs: McGarrity, Steiner, Burrell, Collier, Kingsley, and Sehlhorst. Nays (0), motion approved.

*Regular Council*

*April 8, 2013*

Mr. Kingsley moved, seconded by Mr. Collier to approve closing Main Street from Franklin to Elm on Saturday May 11, 103 from 5am-5pm for the Chamber of Commerce Arts and Crafts Festival. Roll Call: Yeas (6) Messrs: Kingsley, Collier, Burrell, McGarrity, Sehlhorst, and Steiner.. Nays (0), motion approved.

The mayor presented the Arbor Day Proclamation.

Mr. Steiner moved, seconded by Mr. Sehlhorst to enter into executive session for the discussion of contracts and real estate. Roll Call: Yeas (5) Messrs: Steiner, Sehlhorst, Burrell, Collier, Kingsley, and McGarrity. Nays (0), motion approved.

Mr. Sehlhorst moved, seconded by Mr. Burrell to exit from executive session. Roll Call: Yeas (6) Messrs: Sehlhorst, Burrell, Collier, Kingsley, McGarrity, and Steiner. Nays (0), motion approved.

Mr. Steiner moved, seconded by Mr. Burrell to approve a letter of intent to purchase an electric cot on July 1, 2013. Roll Call: Yeas (6) Messrs: Steiner, Burrell, Collier, Kingsley, McGarrity, and Sehlhorst. Nays (0), motion approved.

Mr. Kingsley moved to adjourn.

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MAYOR

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FISCAL OFFICER

**Village of Bluffton**  
**Bills to be paid**  
**5/13/2013**

**PAYROLL:**

|                      |           |                  |
|----------------------|-----------|------------------|
| Village              | \$        | 32,663.22        |
| Fire & Rescue        | \$        | 3,297.01         |
| <b>TOTAL PAYROLL</b> | <b>\$</b> | <b>35,960.23</b> |

**NON-PAYROLL:**

|                              |   |           |                   |
|------------------------------|---|-----------|-------------------|
| Alphacard                    | ID Cards, Lanyards, Toner- Pool         | \$        | 560.95            |
| Alloway                      | Lab Analysis                            | \$        | 3,251.90          |
| All Service Aeration         | Portable Toilets; Pumping & Jetting     | \$        | 617.50            |
| Allied                       | Refuse Service                          | \$        | 15,729.47         |
| Andritz-Ruthner              | Booster Pump                            | \$        | 2,190.34          |
| Apollo                       | CPR Cards                               | \$        | 516.00            |
| Aramark                      | Uniforms                                | \$        | 307.34            |
| Automotive Electric          | Ignition Problem- 110                   | \$        | 87.80             |
| BP                           | Gasoline                                | \$        | 2,983.62          |
| Bailey's                     | Uniforms                                | \$        | 78.00             |
| Bluffton Hospital            | Ambulance Supplies                      | \$        | 384.53            |
| Bluffton Aeration            | Jetting/Vac Services                    | \$        | 2,167.50          |
| Bluffton News                | Publishing                              | \$        | 63.75             |
| F. Stephen Chamberlain       | Legal Services                          | \$        | 1,320.00          |
| Diversified Inspections      | Ladder Inspection                       | \$        | 1,505.92          |
| Emergency Services Marketing | I Am Responding System                  | \$        | 850.00            |
| Family True Value Hardware   | Sprayer, Weed Killer, Batteries         | \$        | 121.35            |
| Fastenal                     | Misc. Shop Supply Parts                 | \$        | 32.04             |
| Gall's                       | Megaphone & Binoculars                  | \$        | 237.95            |
| Great Lakes Billing          | EMS Run Collection Fees                 | \$        | 710.52            |
| H & K Workwear               | Boots- J. Bowers                        | \$        | 125.00            |
| Helena Chemical              | Weed Killer                             | \$        | 1,459.00          |
| Webb Insurance               | Provident Policy- Safety Services       | \$        | 4,645.00          |
| Kleem                        | Street Sign                             | \$        | 63.32             |
| Koorsen Fire                 | Air Compressor Maintenance              | \$        | 80.00             |
| Marathon                     | Gasoline                                | \$        | 646.51            |
| Mosier Fluid                 | Fire Truck Repair Parts                 | \$        | 50.57             |
| M & R Plumbing               | Clamps, Pressure Gauge                  | \$        | 28.20             |
| NWOHio Security              | Elevator & Alarm Monitoring             | \$        | 104.90            |
| Ohio Dept of Job & Family    | March Unemployment                      | \$        | 21.28             |
| OP Aquatics                  | Chlorine- Pool                          | \$        | 2,393.35          |
| AEP                          | Electricity                             | \$        | 24,402.11         |
| Village of Ottawa            | Water Usage                             | \$        | 41,275.09         |
| Perry Corp                   | Maintenance Agreement & Router          | \$        | 247.94            |
| Petty Cash                   | Pool Start-up Funds                     | \$        | 70.00             |
| Petroleum UST Release        | 2013 UST Assessment                     | \$        | 1,600.00          |
| Riley Creek Mercantile       | Misc. Supplies                          | \$        | 79.31             |
| KOI Enterprises              | Vehicle Maintenance                     | \$        | 129.51            |
| Staples- Business            | Printer, Toner, Paper                   | \$        | 438.74            |
| Tawa Tree Service            | Brush Grinding                          | \$        | 19,500.00         |
| Time Warner Cable            | Internet                                | \$        | 314.16            |
| ACH Treasurer of State       | Court Costs                             | \$        | 690.00            |
| Treasurer of State           | Annual Sewage Sludge Fee                | \$        | 100.00            |
| ACH Centurylink              | Telephone Service                       | \$        | 1,042.07          |
| Utility Sales Agency         | Waterline Parts- Campus View & Eastland | \$        | 34,223.52         |
| Vance's                      | Ammunition                              | \$        | 374.00            |
| Verizon                      | Air Card                                | \$        | 120.03            |
| Vetter                       | Steel Roof- Vilage Park, Lumber         | \$        | 3,065.06          |
| Warren Fire                  | SCBA Test                               | \$        | 1,176.85          |
| W.C.O.I.L.                   | Internet                                | \$        | 4.95              |
| Dominion                     | Natural Gas                             | \$        | 348.17            |
| Mike Williams                | Flag Anti-Wraps                         | \$        | 199.50            |
|                              | <b>Total Non-Payroll</b>                | <b>\$</b> | <b>172,734.62</b> |

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Mayor/ Council President

X: Then and Now Approved by Council

**ORDINANCE NO. 19-12**

**AN ORDINANCE: CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED ON HARMON ROAD WITHIN THE VILLAGE OF BLUFFTON, OHIO AND DECLARING AN EMERGENCY.**

**WHEREAS,** Deanna and Donnie Essinger filed a petition with the Bluffton Village Planning Commission requesting a Re-zoning from Residential-I to residential-II for certain property located on Harmon Road described as follows:

Situated in the County of Allen, State of Ohio, to-wit:

Parcel Number:        28-1207-05-016.000

And;

**WHEREAS,** The Village Planning Commission approved recommending the Re-Zoning Petition at a Public Hearing on September 19, 2012.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BLUFFTON, OHIO:**

**Section 1:**        That the Council of the Village of Bluffton, Ohio has approved the petition for re-zoning of a parcel of land which has been recommended for re-zoning by the Bluffton Village Planning Commission from Residential-I to Residential-II and is described as follows:

**Section 2:**        Situated in the County of Allen, State of Ohio, to-wit:

Parcel Number:        28-1207-05-016.000

**Section 3:**        Section 5. That an emergency exists in the operation of the Village whereby failure to act will be detrimental to the public health, welfare and safety of the inhabitants thereof.

**Section 4:**        That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Passed and Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the governing board of the Village of Bluffton, Ohio by the following vote:

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Attest:

\_\_\_\_\_  
FISCAL OFFICER

\_\_\_\_\_  
MAYOR

Approved as to Form: \_\_\_\_\_  
SOLICITOR



**ORDINANCE NO. 13-13**

**AN ORDINANCE TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES FROM RESIDENTIAL UNITS WITHIN THE VILLAGE AND REPEAL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH; TO AUTHORIZE THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT THEREFORE; TO PROVIDE RATES FOR SUCH COLLECTION CONTRACT; TO PROVIDE FOR BILLING AND COLLECTION OF CHARGES BY THE VILLAGE; TO SET FORTH THE DUTIES OF THE VILLAGE ADMINISTRATOR; TO REPEAL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH AND DECLARING AN EMERGENCY.**

**WHEREAS,** It is necessary for the preservation of the public health and safety of the residents of the Village to provide for the collection of garbage, refuse and recyclables within the Village.

**WHEREAS,** The current contract for the collection of garbage, refuse and recyclables is set to expire on My 31, 2013.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BLUFFTON, OHIO:**

**Section 1:** That for the purpose of this ordinance, the following terms shall have the meanings herein designated:

- A. Residential unit. Means one or two residences under a common roof. For the purpose of this contract a single-family residence is one unit and a two family residence shall be the equivalent of two (2) residential units. A place of abode of a person or persons that received either directly or indirectly, either water or sewage service, and being subject to mandatory garbage and recycling service.
- B. Commercial or industrial unit. All units other than residential units as defined above.
- C. Garbage. Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
- D. Refuse. All rejected waste matter accumulating in the Village, which includes such matter as rags, paper, old clothes, shoes, barrels, boxes, baskets, worn-out furniture (including bedsprings, mattresses, stuffed furniture and appliances), carpet, glass and glassware, ashes, yard clippings, brush and branch clippings when bound in bundles of convenient size, toys, bicycles, and all similar materials, but does not include earth, sand, brick, stone, plaster or other substances accumulated as a result of building or remodeling operations.
- E. Recyclable material. – (Plastic milk jugs, plastic soft drink bottles (1 & 2 liter), colored plastic detergent containers, clear, brown, and green glass containers, aluminum cans, aluminum foil and pie pans, tin and metal cans, corrugated cardboard, newspapers and magazines.

- F. Recycling bin. Means an sixty-five (65)gallon capacity bin in which recyclable material are to be placed and commingled by the occupants of each residential unit, unless served by other storage units.
- G. Village administrator. Shall mean the Village Administrator of the Village of Bluffton, Ohio.

**Section 2:**

(a) That the Village Administrator is hereby authorized to enter into a Contract for the collection of garbage, refuse and recyclables with a Contractor who will furnish all labor, materials and equipment necessary for the collection and disposal of garbage, refuse and recyclables from residential units within the Village of Bluffton, Ohio. The above stated Contract is to be a total part of this Ordinance.

(b) That the rates to be charged for the collection, removal and disposal of garbage, refuse and recyclables in the Village shall be as follows:

Each residential unit shall pay for complete weekly unlimited garbage, refuse and recyclables collection, the sum of Fourteen Dollars and Forty-Four Cents (\$ 14.44 ) per month, which shall be billed in conjunction with the water and sewer charges.

Charges shall consist of the bid from the Contractor plus Fifty Cents (\$ 0.50) Dollars per month for each residence for billing and collection of garbage, refuse and recycling services.

- (c) The billing shall be made to the titleholder of the property so serviced.
- (d) Each residential unit shall be permitted to dispose of an unlimited amount of garbage, refuse and recyclables, which was generated at that residence.
- (e) It will be considered a violation of this ordinance to place for pickup articles generated at another location.

**Section 3:**

- (a) That it shall be the duty of each person or family to utilize the ninety-six (96) gallon carts provided by the contractor for holding garbage and refuse to be collected. All garbage shall be thoroughly drained of water and wrapped before being deposited in such container.
- (b) The Contractor shall collect items such as toys, papers, furniture and other items, either in bundles or otherwise for collection by packer-type equipment. Such bundles shall not be greater than 18 inches in diameter or longer than 4 feet.

**Section 4:**

- (a) That it shall be the duty of any user of the service provided for herein to place garbage, refuse and recycling containers adjacent to the curb side or alley which is the route of the vehicle collecting the same, and the Contractor shall be under no obligation to collect any garbage or refuse not made easily accessible.
- (b) Placing recyclable material- On the regularly scheduled garbage collection day, residents of one family, two family, and trailers shall place the recycling cart at the curb in front of the residential unit, next to their regular garbage containers.
- (c) All persons residing in residential units in the Village of Bluffton affected by this Ordinance shall place their recyclable material in the appropriate recycling bin and keep such material separate from their other garbage and refuse.
- (d) Collection of recyclable materials- Upon the placement of recyclable waste material at a designated recycling collection location for collection by an authorized recycling contractor, the recyclable waste material shall become the property of the authorized recycling contractor.

During the twenty-four hour period commencing at 6:00 p.m. on any day preceding a day designated for collection of recyclable waste material, no person, other than an authorized recycling contractor, shall remove recyclable waste material, which has been placed at a designated recycling collection location. Any and each such collection in violation hereof from one or more designated recycling collection locations during said twenty-four hour period shall constitute a separate and distinct offense punishable as provided in this Ordinance.

Nothing in this sub-section shall limit the right of an individual person, organization or other entity to donate, sell or otherwise dispose of recyclable waste material, provided that any such disposal is in accordance with the provisions of this Ordinance.

**Section 5:** That the Village Administrator shall have full and complete authority to make such other rules and regulations not inconsistent herewith pertaining to the collection and disposal of garbage and refuse and further shall have authority to cause a discontinuance of service whenever it shall appear that a person receiving such service has violated any of the provisions of this chapter or has refused to obey the rules and regulations made known to him provided for in this Ordinance.

**Section 6:** That a limited franchise is hereby created for the purpose of collecting garbage, refuse and recyclables from residential customers, but not for commercial and industrial customers. No private person, natural or corporate, shall have the right to engage in the service provided herein, during the life of the contract, other than the Contractor and, in addition, the granting of such a franchise to any other such person shall be expressly prohibited.



The residents of the Village of Bluffton and all private contractors collecting garbage and refuse within the Village shall make every effort to cooperate in a recycling program to save landfills and to reduce costs.

**Section 7:** The following regulations govern contractors:

- A. All contractors shall file the required Village Income Tax reports.
- B. All contractors shall utilize an enclosed, leak proof, packer-type or roll-off box type compactor or container for all collections.
- C. All truck, trailers and other conveyances or equipment used to collect, haul or transport refuse shall, at all times, be kept clean, free from flies, pests and odor and in good repair as well as uniformly painted to the reasonable satisfaction of the Village Administrator.

Actual collection work shall not begin prior to 6:00 A.M., and shall be conducted with a minimum of disturbances to the neighborhoods and flow of traffic through the area.

Vehicles shall not be parked or stored on city streets.

The Contractor agrees to provide insurance coverage as follows:

The Contractor shall furnish the Village Fiscal Officer, a current Certificate of Compliance with the Workmen's Compensation Law of the State of Ohio.

The contractor shall provide insurance coverage and provide a certificate of comprehensive liability insurance to insure the entire motor vehicle liability and other than motor vehicle liability for his operation with limits of not less than \$100,000.00 each person and \$300,000.00 each accident, bodily injury liability and, in addition, not less than \$50,000.00 property damage coverage.

The Contractor shall be totally responsible to meet all requirements of Allen County and Hancock County Boards of Health and the Ohio E.P.A.

**Section 8:** That whoever violates any provision of this Ordinance shall be deemed guilty of a minor misdemeanor and shall be fined not more than Fifty (\$50.00) Dollars for each offense. Any such violation shall constitute a separate offense on each successive day continued.

**Section 9:** That all Ordinances or Resolutions of the Village of Bluffton, Ohio, inconsistent herewith, or contrary hereto, are hereby repealed and are to be held for naught.

**Section 10:** That an emergency exists in the operation of the Village whereby failure to act will be detrimental to the public health, welfare and

safety of the inhabitants thereof in that the current contract expires on May 31, 2013.

**Section 11:** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Passed and Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the governing board of the Village of Bluffton, Ohio by the following vote:

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Attest:

\_\_\_\_\_  
FISCAL OFFICER

\_\_\_\_\_  
MAYOR

Approved as to Form:

\_\_\_\_\_  
VILLAGE SOLICITOR

## WASTE DISPOSAL CONTRACT

This CONTRACT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the **Village of Bluffton, Ohio** a municipal corporation, hereinafter called the VILLAGE, and **Republic Services** hereinafter called the CONTRACTOR.

WITNESSETH:

In consideration of the promises and covenants hereinafter set forth, it is agreed by and between the VILLAGE and the CONTRACTOR as follows:

1. Definitions. When used herein, the meaning of the following works shall be:
  - A. Residential Unit. Means one or two residences under a common roof, for the purpose of this contract a single family residence is one unit and two family residences shall be the equivalent of two (2) residential units. A place of abode of a person or persons that received either directly or indirectly, either water or sewage service, and being subject to mandatory garbage and refuse service, by Ordinance No. 4-00
  - B. Commercial or Industrial Unit. All units other than residential units as defined above.
  - C. Garbage. Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
  - D. Refuse. All rejected waste matter accumulating in the Village, which included such matter as rags, paper, magazines, old clothes, shoes, barrels, boxes, baskets, worn-out furniture (including bedsprings, mattresses, stuffed furniture and appliances), carpet, glass and glassware, ashes, toys, bicycles, and all similar materials, but does not include earth, sand, brick, stone, plaster, or other substances accumulated as a result of major building or remodeling operations.
  - E. Yard Waste. Yard Clippings, brush and branch clippings.
  - F. Recyclable. #1, #2, #3, #4, and #5 plastic food and beverage containers, newspapers (including inserts) and computer paper, tin, steel, and aluminum food and beverage containers, cardboard and corrugated boxes, magazines, catalogs and bound books, and glass.
2. The CONTRACTOR shall furnish all labor, material, and equipment necessary for the collection and disposal of garbage and refuse from the residential units within the Village of Bluffton according to the following collection specifications:

- A. Collection and disposal shall be on a regular weekly schedule, which is to be published in the Bluffton News one time per year or with each change in the route and CONTRACTOR shall supply an up to date route to the Village Administrator's Office.
  - B. Collection shall be from curbside or such other place as is agreed between the CONTRACTOR and the customer.
  - C. The CONTRACTOR shall collect each week all unlimited garbage and refuse for each residential unit in the Village of Bluffton. Residential refuse and garbage containers shall not be over a maximum of 32 gallon standard containers or other commonly acceptable containers of similar or smaller volume **unless specific container is provided by the CONTRACTOR or the VILLAGE**. The containers, when full, should not weigh more than fifty (50) pounds. (Placed at curb side or other such place as is agreed between the CONTRACTOR and the customer and is suitable for collection in packer-type equipment.)
  - D. The CONTRACTOR shall collect each week all unlimited recycling for each residential unit in the Village of Bluffton. Customers shall use containers provided by CONTRACTOR or VILLAGE or other commonly acceptable containers of similar or smaller volume. (Placed at curb side or other such place as is agreed between the CONTRACTOR and the customer.)
  - E. Collection of unlimited garbage, refuse and recycling shall take place on the same day.
  - F. Collection shall not begin before 6:00 A.M. local time.
  - G. Route shall begin with the collection of garbage and refuse from the trash barrels in the Downtown area, as depicted on the route map.
3. The CONTRACTOR hereby is awarded an exclusive franchise to collect residential garbage and refuse in the corporation limits of the Village of Bluffton. Commercial and industrial units are open to other private haulers on a contractual basis for service.
4. The CONTRACTOR agrees to carry insurance as follows:
- A. The CONTRACTOR shall furnish the Village Fiscal Officer a Certificate of Compliance with Workman's Compensation statutes of the State of Ohio, if applicable.
  - B. The CONTRACTOR shall carry in his own name a policy of automobile liability insurance for the operations under this contract, with limits of not less than one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per

accident for bodily injury, and not less than fifty thousand dollars (\$50,000.00) property damage.

- C. The CONTRACTOR shall carry in his own name a policy of comprehensive liability covering all operations other than motor vehicles, with limits of not less than fifty thousand (\$50,000.00) per person and one hundred fifty thousand dollars (\$150,000.00) per accident for bodily injury, and not less than twenty thousand dollars (\$20,000.00) property damage.
5. The CONTRACTOR shall at no cost to the Village of Bluffton, remove and dispose of refuse and recycling weekly from the Bluffton Municipal Building, the trash barrels in the downtown area, the Village Swimming Pool, the Buckeye Park, the Village Park, the Waste Water Treatment Plant, the Water Treatment Plant, the Fire Station, the EMS Building, and the Service Shop and any other municipal facilities that may arise during the contract.
6. The CONTRACTOR shall furnish necessary equipment for a special Cleanup Week or as needed to occur as determined by the Village Council. The CONTRACTOR shall be compensated according to the rate stated on the Schedule of Charges, below.
7. Schedule of Charges.
  - A. The VILLAGE shall pay the CONTRACTOR, for the collection and disposal of garbage and refuse as defined by Section 2.C. of this agreement above, the amount of Thirteen Dollars and Ninety-Four cents (\$13.94) per residential unit, per month. The number of residential units shall be the total of the single family residences, duplexes, apartments, and mobile homes receiving, either directly or indirectly water or sanitary sewer service from the VILLAGE OF BLUFFTON, and which units are entitled to garbage collection service under Village Ordinance 4-00.
  - B. The CONTRACTOR shall be paid a minimum of (\$145.00) One Hundred and Forty-Five Dollars per load per pick-up and (\$37.45) Thirty-Seven Dollars and Forty-Five Cents per ton for a roll off load for furnishing necessary labor and equipment for the special clean-up week(s) and as needed as referred to, in Section 6.
  - C. The term of the contract will be for 3 years, with the option to renew the contract for one additional year following the 3-year contract, if agreeable to both parties. The VILLAGE reserves the right to terminate the contract at such time that is deemed necessary to enable the VILLAGE to comply with the requirements of the North Central Solid Waste District H.B. 592.

8. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the CONTRACTOR shall investigate and if such allegations are verified shall arrange for such collection within 24 hours after the complaint is received. The CONTRACTOR must be available at all times for direct supervision of those individuals picking up refuse and garbage. The CONTRACTOR will maintain an office and an available phone number to receive complaints 24 hours a day. The CONTRACTOR will provide an 800 number or receive collect calls.
9. The CONTRACTOR shall undertake to perform all waste collection services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence in the performance of this contract, and to provide neat, orderly and courteous employees on its crews.
10. It is further mutually agreed that in the event the CONTRACTOR shall wholly fail to collect and dispose of the garbage and all other material required herein for any one week, the VILLAGE may then proceed with such work and deduct all reasonable cost from the amount hereinafter specified as payment to the CONTRACTOR for such services or in the event that such payments due to the CONTRACTOR are insufficient to fully compensate the VILLAGE for such reasonable cost, it shall be the obligation of the CONTRACTOR to reimburse the VILLAGE for such cost.
11. ASSIGNMENT. No assignment or transfer of this Contract or any part thereof, and no assignment of moneys due under this Contract, shall be made by the CONTRACTOR without the consent in writing of the VILLAGE DULY ENDORSED ON THIS contract.
12. The CONTRACTOR shall furnish a corporate surety bond or letter of credit acceptable to the Village Solicitor, for the faithful performance during the entire contract term in the amount of Fifty Thousand and No/Dollars (\$50,000.00) for the three year contract, should any bid be rejected the certified check will be returned to the bidder and should any bid be accepted, the check of the successful bidder will be returned upon the execution of the contract.
13. Right of the Village to Terminate Contract. In the event that any provision of this Contract is violated by the CONTRACTOR, the VILLAGE may serve written notice upon the CONTRACTOR of its intention to terminate such contract. Such notice shall contain the reasons for such intention to terminate such contract and unless within the (10) days after mailing such notice by the VILLAGE to the CONTRACTOR, such violation shall cease or satisfactory arrangements for corrections be made, the Village Council may, by motion duly adopt, declare the contract terminated and serve written notice upon the CONTRACTOR of the termination, and such termination shall be effective and the contract shall cease and terminate thirty (30) days after the mailing of such notice of termination. The VILLAGE may take over

the work portion thereof, and prosecute the same by contract or otherwise, for the account and at the expense of the CONTRACTOR, and the CONTRACTOR shall be liable to the VILLAGE for any excess cost occasioned thereby.

14. Save Harmless Clause. The CONTRACTOR shall at all times during the effective period of this contract carry liability insurance as provided in Section 4 to indemnify it against loss from all claims by the VILLAGE, the public, or any of the subscribers for garbage and refuse collection for personal injuries, fatal accidents, property loss and damage occurring or caused by the CONTRACTOR, its agents or employees. The CONTRACTOR further agrees to carry its own State Workman's Compensation insurance on its employees. The CONTRACTOR covenants and agrees at all times to indemnify and save harmless the VILLAGE and its officers and agents and any member of the public against all such injuries, damages, claims and compensations arising or resulting from the acts or omissions of the CONTRACTOR, its officers, agents and employees. In the carrying on of the work herein provided for, all proper skill and care shall be exercised and all due and proper precautions used to prevent injury to any person or persons, and on notice given by the VILLAGE, defend at its own expense, any action or suit brought against the VILLAGE because of any work or acts done by the CONTRACTOR under the terms hereof. The CONTRACTOR will pay any judgment which may be obtained against the VILLAGE by reason of any work or acts done hereunder by the CONTRACTOR, its agents or employees, and the CONTRACTOR will pay all damages occurring to any person or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.
  
15. The term of this contract shall be for the three-year period beginning June 1, 2013 and ending May 31, 2016. The term of the contract will be for 3 years, with the option to renew the contract for one additional year following the 3-year contract, if agreeable to both parties. The VILLAGE reserves the right to terminate the contract at such time that is deemed necessary to enable the VILLAGE to comply with the requirements of the North Central Solid Waste District H.B. 592.

IN WITNESS WHEREOF, the Village of Bluffton, Ohio has caused this Contract to be executed by the Village Administrator and under the authority of the Council of said Village, and the CONTRACTOR has hereunto set his hand the day and year first above written.

WITNESSES:

VILLAGE OF BLUFFTON, OHIO

\_\_\_\_\_  
  
\_\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE ADMINISTRATOR

BY: \_\_\_\_\_  
CONTRACTOR

Approved as to Form: \_\_\_\_\_

F. Stephen Chamberlain, Village Solicitor



**ORDINANCE NO. 14-13**

**AN ORDINANCE ESTABLISHING A COMPREHENSIVE FEE SCHEDULE FOR SERVICES PROVIDED BY THE VILLAGE OF BLUFFTON, OHIO.**

**WHEREAS**, it has been determined by the Council of the Village of Bluffton that it is necessary to establish rates and or fees for services provided by the Village, with the exception of utility rates, which are established through their own respective ordinances. This ordinance shall supersede all other ordinances, resolutions, or adopted fee schedules relating to the same rate or fee.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BLUFFTON, OHIO:

SECTION 1: That rates and fees for Village provided services will be billed according to the following schedule:

| <b><u>Type of Fee</u></b>      | <b><u>Fee</u></b> |
|--------------------------------|-------------------|
| <b><i>Safety Services:</i></b> |                   |
| Basic Life Support             | \$550.00          |
| Advanced Life Support I        | \$650.00          |
| Advanced Life Support II       | \$750.00          |
| Non transport Runs             | No Charge         |
| EMS Mileage (per mile)         | \$12.00           |
| Security Services (hourly)     | \$25.00           |
| Accident Report (up to 10 pgs) | \$2.00            |
| addt pages                     | \$0.25            |
| <b><i>Cemetery:</i></b>        |                   |
| Cemetery Deed Transfer         | \$25.00           |
| Lot                            | \$500.00          |
| O/C- Burial                    | \$500.00          |
| O/C- Cremation & Infant Burial | \$300.00          |
| <b><i>Administrative:</i></b>  |                   |
| Building Permit                | \$10.00           |
| Bd of Bldg & Zoning Hearings   | \$250.00          |
| Zoning Ordinance Book          | \$3.00            |
| Planning Commission Hearing    | \$250.00          |
| Alley Vacation                 | \$50.00           |
| Bed and Breakfast Permit       | \$100.00          |
| Solicitor Vendor License       | \$10.00           |
| NSF Check                      | \$20.00           |
| Copies                         | \$0.10            |
| Fax                            | \$1.00            |

**Recreation:**

|                                    |          |
|------------------------------------|----------|
| Pool Daily Admission               | \$3.00   |
| Pool Family Season Pass            | \$130.00 |
| addt children                      | \$5.00   |
| Pool Single Season Pass            | \$80.00  |
| Pool Senior Single Season Pass     | \$40.00  |
| Pool Senior Couple Season Pass     | \$75.00  |
| Pool Rental- 2hrs                  | \$175.00 |
| Swim Lessons- member               | \$30.00  |
| Swim Lessons- non-member           | \$40.00  |
| Swim Lessons-private               | \$50.00  |
| Village Park Shelter House Deposit | \$20.00  |
| Town Hall Community Room Deposit   | \$20.00  |

A. Rates will be effective June 1, 2013.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the governing body of the Village of Bluffton, Ohio by the following vote:

Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Abstain: \_\_\_\_\_

Attest:

\_\_\_\_\_  
FISCAL OFFICER

\_\_\_\_\_  
MAYOR

Approved as to Form:

\_\_\_\_\_  
SOLICITOR

Statement of Cash Pos w/MTD

AS OF: 05/01/2013

YEAR: 2013

STARTING ACCOUNT:

ENDING ACCOUNT: z

| FUND NO. | FUND DESCRIPTION      | BEGINNING BALANCE | M-T-D     | Y-T-D      | RECEIPTS  | M-T-D      | Y-T-D     | DISBURSMENTS | M-T-D      | Y-T-D      | UNEXPENDED BALANCE | OUTSTANDING ENCUMBRANCE BALANCE | ENDING BALANCE |
|----------|-----------------------|-------------------|-----------|------------|-----------|------------|-----------|--------------|------------|------------|--------------------|---------------------------------|----------------|
| A1       | GENERAL FUND          | 1691047.78        | 312703.53 | 960093.07  | 184188.99 | 804428.73  | 184188.99 | 804428.73    | 1846712.12 | 283270.62  | 1563441.50         |                                 | 1563441.50     |
| B1       | STREET FUND           | 40415.89          | 16600.69  | 195896.18  | 15351.27  | 74983.85   | 15351.27  | 74983.85     | 161328.22  | 42755.75   | 118572.47          |                                 | 118572.47      |
| B2       | STATE HIGHWAY FUND    | 33381.90          | 1347.45   | 3531.52    | 0.00      | 0.00       | 0.00      | 0.00         | 36913.42   | 0.00       | 36913.42           |                                 | 36913.42       |
| B3       | CEMETARY FUND         | 17109.82          | 1000.00   | 4247.00    | 2718.77   | 8955.54    | 2718.77   | 8955.54      | 12401.28   | 8176.66    | 4224.62            |                                 | 4224.62        |
| B4       | PARK FUND             | 12088.90          | 0.00      | 0.00       | 2703.53   | 6363.98    | 2703.53   | 6363.98      | 5724.92    | 13642.07   | 7917.15-           |                                 | 7917.15-       |
| B5       | BENROTH MEMORIAL BR   | 534.63            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 534.63     | 0.00       | 534.63             |                                 | 534.63         |
| B6       | FEMA GRANT            | 0.00              | 0.00      | 16517.00   | 0.00      | 0.00       | 0.00      | 0.00         | 16517.00   | 0.00       | 16517.00           |                                 | 16517.00       |
| B7       | COURT COMPUTER        | 4039.14           | 72.00     | 270.00     | 0.00      | 0.00       | 0.00      | 0.00         | 4309.14    | 0.00       | 4309.14            |                                 | 4309.14        |
| B8       | DUI ENFORCEMENT & E   | 494.01            | 0.00      | 25.00      | 0.00      | 473.00     | 0.00      | 473.00       | 46.01      | 0.00       | 46.01              |                                 | 46.01          |
| B9       | PERMISSIVE LICENSE    | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| C1       | STREET DEBT SERVICE   | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| C2       | SWIMMING POOL DEBT    | 863.28            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 863.28     | 0.00       | 863.28             |                                 | 863.28         |
| D1       | CAPITAL IMPROVEMENT   | 18742.16          | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 18742.16   | 0.00       | 18742.16           |                                 | 18742.16       |
| D2       | STORM SEWER IMPROVE   | 11621.58          | 0.00      | 40000.00   | 0.00      | 39957.79   | 0.00      | 39957.79     | 11663.79   | 4750.00    | 6913.79            |                                 | 6913.79        |
| D3       | FIRE & RESCUE IMPRO   | 363686.26         | 23.28     | 113.48     | 0.00      | 0.00       | 0.00      | 0.00         | 363799.74  | 10000.00   | 353799.74          |                                 | 353799.74      |
| D4       | SWIMMING POOL IMPRO   | 37093.29          | 0.00      | 0.00       | 1543.01   | 2577.01    | 0.00      | 2577.01      | 34516.28   | 1206.99    | 33309.29           |                                 | 33309.29       |
| D5       | EQUIPMENT REPLACEMENT | 83.98             | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 83.98      | 15264.58   | 15180.60-          |                                 | 15180.60-      |
| D6       | AIRPORT IMPROVEMENT   | 580.19            | 1.27      | 19224.56   | 0.00      | 0.00       | 0.00      | 0.00         | 19804.75   | 0.00       | 19804.75           |                                 | 19804.75       |
| D7       | STREET IMPROVEMENT    | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| D8       | TOWN HALL IMPROVEME   | 213038.41         | 24137.43  | 134906.14  | 0.00      | 0.00       | 0.00      | 0.00         | 347944.55  | 18399.86   | 329544.69          |                                 | 329544.69      |
| D9       | POLICE EQUIPMENT RE   | 3137.58           | 4.00      | 32000.00   | 0.00      | 34119.30   | 0.00      | 34119.30     | 1018.28    | 100.00     | 918.28             |                                 | 918.28         |
| E1       | WATER FUND            | 306563.23         | 71432.62  | 299622.74  | 34237.32  | 436631.81  | 0.00      | 436631.81    | 169554.16  | 338311.02  | 168756.86-         |                                 | 168756.86-     |
| E2       | SEWER FUND            | 226237.39         | 61899.59  | 256953.37  | 72746.20  | 271886.74  | 0.00      | 271886.74    | 211304.02  | 228750.91  | 17446.89-          |                                 | 17446.89-      |
| E3       | SEWER DEBT SERVICE    | 200924.50         | 2050.25   | 8201.00    | 0.00      | 0.00       | 0.00      | 0.00         | 209125.50  | 0.00       | 209125.50          |                                 | 209125.50      |
| E4       | SEWER DEBT SERVICE    | 40401.59          | 20500.00  | 82000.00   | 0.00      | 0.00       | 0.00      | 0.00         | 122401.59  | 245310.00  | 122908.41-         |                                 | 122908.41-     |
| E5       | WATER DEBT SERVICE    | 0.00              | 0.00      | 228911.31  | 0.00      | 228911.31  | 0.00      | 228911.31    | 0.00       | 263451.48  | 263451.48-         |                                 | 263451.48-     |
| E6       | SEWER REPLACEMENT &   | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| E7       | REFUSE FUND           | 54596.97          | 16347.55  | 66237.70   | 21.65     | 64035.06   | 0.00      | 64035.06     | 56799.61   | 122093.02  | 65293.41-          |                                 | 65293.41-      |
| E9       | WATER/ SEWER IMPROV   | 174512.08         | 154416.54 | 159940.79  | 0.00      | 158633.41  | 0.00      | 158633.41    | 175819.46  | 122241.68  | 53577.78           |                                 | 53577.78       |
| F1       | WATER CONSTRUCTION    | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| F2       | COMMUNITY EVENTS      | 5880.77           | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 5880.77    | 0.00       | 5880.77            |                                 | 5880.77        |
| F3       | COMMUNICATIONS FUND   | 1192.24           | 0.00      | 11000.00   | 0.00      | 4760.00    | 0.00      | 4760.00      | 7432.24    | 3420.00    | 4012.24            |                                 | 4012.24        |
| F4       | POLICE CONTINUING PR  | 649.87            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 649.87     | 0.00       | 649.87             |                                 | 649.87         |
| F5       | UTILITY RECOVERY      | 16459.88          | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 16459.88   | 0.00       | 16459.88           |                                 | 16459.88       |
| G2       | UNCLAIMED MONIES TR   | 225.20            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 225.20     | 0.00       | 225.20             |                                 | 225.20         |
| G3       | INCOME TAX FUND       | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| G4       | CEMETARY TRUST - C/   | 1326.66           | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 1326.66    | 0.00       | 1326.66            |                                 | 1326.66        |
| G5       | CEMETARY TRUST - MA   | 524.37            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 524.37     | 0.00       | 524.37             |                                 | 524.37         |
| H1       | SPECIAL ASSESSMENT    | 897.17            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 897.17     | 0.00       | 897.17             |                                 | 897.17         |
| H2       | SPECIAL ASSESSMENT    | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| H4       | SPECIAL ASSESSMENT    | 849.41            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 849.41     | 0.00       | 849.41             |                                 | 849.41         |
| H5       | SPECIAL ASSMT - MAI   | 0.00              | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 0.00       | 0.00       | 0.00               |                                 | 0.00           |
| H6       | SPECIAL ASSMT - JAC   | 119.67            | 0.00      | 0.00       | 0.00      | 0.00       | 0.00      | 0.00         | 119.67     | 0.00       | 119.67             |                                 | 119.67         |
| TOTAL:   |                       | 3479319.80        | 682532.20 | 2519690.86 | 313510.74 | 2136717.53 | 313510.74 | 2136717.53   | 3862293.13 | 1721144.64 | 2141148.49         |                                 | 2141148.49     |

\* End of Report: VILLAGE OF BLUFFTON \*

**To: Mayor Gallant  
Council Members**

**Refuse and Recycling**

Ordinance No. 13-13 is necessary to set the rates for the new three-year Refuse and Recycling contract with Republic Services. Republic has provided some information to be provided to residents that will be distributed to our local media and posted on our website. Information will also be available at the Town Hall. The contractor anticipates the carts being delivered from the manufacturer the week of May 20<sup>th</sup> and then they will begin distributing them to residents.

**Zone Change Ordinance**

It was discovered last week that we never had the third reading of Ordinance No. 19-12 to re-zone property located at 576 Harmon Road. We had the first reading at the second meeting in November and the second reading at the only meeting in December. However, it was inadvertently omitted from the agenda for the first meeting in January when the third reading would have been conducted. Therefore, Ordinance No. 19-12 appears on the agenda to be passed as an emergency.

**Mulch**

Following the grinding of the brush dump, which resulted in over 3,000 cubic yards of mulch, Tawa Mulch hauled out 2,000 cubic yards of material and deducted the cost from the cost to grind the mulch. This left us with well over 1,000 cubic yards of mulch which is still over and above the usual amount of mulch that is available to residents.

**Paving**

Bluffton Paving has essentially completed the approved 2013 street maintenance paving program. There are still some street cuts and patching remaining, but the bulk of the paving work is completed.

**Property Maintenance Report**

I asked Jerry Cupples to provide Council with an update of his efforts regarding property maintenance issues that he has been working on. A copy of his report is included in the Council Packet.

**CCR**

The annual Consumer Confidence Report is due to be delivered to customers by July 1, 2013. New this year, the OEPA is permitting electronic delivery of the report as an option to the standard mailing of the report. As soon as the CCR is completed and approved, it will be placed on the Village's website. The utility bills that are mailed in June will include the website address that will take customers directly to the CCR on our website.

Informational

TO: Mayor and Council;

As you know, one of my duties is to try to enforce the zoning ordinance as well as ordinance 07/05, the maintenance code for Buildings and Property. Since the first of the year, I have had contact with 10 properties, with some success and some failures.

Successes thus far;

One Triplett Drive has cleaned up some parking lots and along the Street & Alley

222 N. Spring has installed windows and doors, will install siding next

419 N. Main is now maintaining the property

851 St. Rt. 103 has cleaned up some what

263 Lawn removed a pile of construction material

504 Cherry cleaned up the side yard

194 E Jefferson removed a pile of tires

Failures thus far;

808 N. Main no reply from owner

721 N. Main, a reply but no activity from owner

And that brings us to 145 Riley Street. Former Mayor Eric Fulcomer and Jamie have been working on this location for several years, (see attached pictures) In addition, a Bluffton couple made an offer to buy the location, to tear it down and build new. The 3 unit home has only one occupant and no running water. There are several windows boarded up, the porch is full of debris and rodents. The yard is full of trash and many feral cats reside nearby. The owner, Elaine Harris, has made excuses and promises for years, always asking for more time. This week she informed me that she has given the house to her daughter in law, who is the resident of the home. This eliminates her responsibility to the Village, and forces us to start over with the notices of violation.

Jerry Cupples

Zoning Inspector

