

Village of Bluffton Council Meeting Agenda

March 27, 2023 at 7:00 PM



Opening Ceremonies

Call to Order, Mayor Johnson presiding

Pledge of Allegiance



Minutes

Approval of the minutes for the Village Council meeting held on Monday, March 13, 2023

Bills

Public Comment: Mike Zimmerman
Tom Mazur – Lima Allen County Regional Planning Commission

Committee Reports

Boards & Commissions

LEGISLATION

RESOLUTION NO. 09-2023

2nd Reading

A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2023.

RESOLUTION NO. 12-2023

2nd Reading

Emergency

A RESOLUTION BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND VILLAGE OF BLUFFTON, OHIO FOR SIGN INSTALLATION AND MAINTENANCE AND DECLARING AN EMERGENCY

RESOLUTION NO. 13-2023

1st Reading

A RESOLUTION AUTHORIZING THE MAYOR OF BLUFFTON, OH TO ENTER INTO A CONTRACT WITH THE DIRECTOR FOR TRANSPORTATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE S.R. 103 MULTI-USE PATHWAY

Village Administration Report:

Mayor:

Safety Services Reports:

- EMS-
- Fire Dept.-
- Police Dept.-

Meeting Dates (meetings held at the Town Hall unless otherwise noted*)

- Village Council – Monday, March 27th at 7:00 pm
- Parks & Recreation – Tuesday, March 28th at 4:00 pm
- Pathway Board- Thursday, April 6th at noon
- Village Council – Monday, April 10th at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting March 13, 2023, at 7:00 p.m.

Mayor Johnson presiding. Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia present.

Cupples motioned, seconded by Sehlhorst, to approve the minutes from the regular council meeting held on February 27, 2023. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Steiner motioned, seconded by Talavinia, to approve the bills as presented. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

The Fiscal Officer gave the following readings:

3rd Reading:

Ordinance 02-2023 – An Ordinance approving the annual appropriations for the 2023 Fiscal Year for the Village of Bluffton, Ohio and declaring an emergency. Cupples motioned to suspend the rules, seconded by Stahl. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Steiner motioned to adopt the Ordinance, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Ordinance 03-2023 – An Ordinance amending the current rules and regulations for the Maple Grove Cemetery. Cupples motioned to adopt the Ordinance, seconded by Sehlhorst. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

1st Reading:

Ordinance 05-2023 – An Ordinance amending to repeal Ordinance 22-13 which established the Office of Public Safety for the Village of Bluffton, Ohio and declaring an emergency. Talavinia motioned to suspend the rules, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Sehlhorst motioned to adopt the Ordinance, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

2nd Reading:

Resolution 06-2023 – A resolution establishing pay increases to the wages/salaries of certain village employees of the Village of Bluffton, Ohio, and declaring an emergency. Stahl motioned to suspend the rules, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Steiner motioned to adopt the Resolution, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

1st Reading:

Resolution 08-2023 – A Resolution amending Resolution 03-2022 establishing the terms for a paid, on-call EMS program for the Village of Bluffton and declaring an emergency. Cupples motioned to suspend the rules, seconded by Stahl. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Talavinia motioned to adopt the Resolution, seconded by Sehlhorst. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 09-2023 – A resolution establishing positions and wages for swimming pool staff and rates for 2023. Stahl motioned to adopt the Resolution, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 10-2023 – A Resolution to repeal and replace Resolution 31-2022, a Resolution of necessity for the S.R. 103 Curb Repair Project and declaring an emergency. Sehlhorst motioned to suspend the rules, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Sehlhorst motioned to adopt the Resolution, seconded by Stahl. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 11-2023 – A Resolution accepting a bid and authorizing the Village Administrator to enter into a contract with the Bluffton Stone Company/Bluffton Paving Inc. to acquire aggregate and asphalt material, asphalt application and equipment rental, for the 2023 construction year in the Village of Bluffton, Ohio and declaring an emergency. Talavinia motioned to suspend the rules, seconded by Sehlhorst. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Stahl motioned to adopt the Resolution, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 12-2023 – Agreement between the State of Ohio, Department of Transportation and Village of Bluffton, Ohio for sign installation and maintenance. Cupples motioned to adopt the Resolution, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned to adjourn the meeting.

The following meetings/events were included on the agenda and/or scheduled during the meeting.

Council Meeting on Monday, March 27 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 3/27/2023 PRELIMINARY

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ADVANCED TURF SOLUTIONS, INC.	1,593.75	Park	PARK FERTILIZER
ALLOWAY TESTING	75.00	Multiple	TESTING
ALLOWAY TESTING	50.00	Multiple	TESTING
ANGIE ESSINGER	188.40	Multiple	PETTY CASH REIMBURSEMENT
ANTHEM BLUE CROSS BLUE SHIELD	156.75	Multiple	LIFE INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	867.83	Multiple	HEALTH INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	20,467.73	Multiple	HEALTH INSURANCE
ARNOLD, JARED	187.27	Police	BOOTS - ARNOLD
BLUFFTON STONE CO.	948.18	Multiple	STONE
BLUFFTON STONE CO.	511.20	Multiple	STONE
BLUFFTON STONE CO.	246.05	Multiple	STONE
BLUFFTON STONE CO.	98.48	Multiple	STONE
CHARTER COMMUNICATIONS	43.40	Multiple	CABLE
CHARTER COMMUNICATIONS	39.99	Multiple	CABLE
CHARTER COMMUNICATIONS	168.93	Multiple	CABLE
CINTAS	76.16	Administrative	UNIFORMS
CINTAS	76.16	Administrative	UNIFORMS
CINTAS	76.16	Administrative	UNIFORMS
CITIZENS NATIONAL BANK - HSA	600.00	Administrative	HSA CONTRIBUTION
CLARKE MOSQUITO	13,271.50	Administrative	MOSQUITO SPRAY
CLEMANS, NELSON & ASSOCIATES, INC	387.50	Administrative	RETAINER
DEGEN EXCAVATING CO., INC.	1,542.88	Sewer	TOWER AUTOMOTIVE JETTING
DOMINION EAST GAS	1,231.20	Multiple	NATURAL GAS
FRUCHEY, LOGAN	259.63	Administrative	BOOTS
HANCOCK-WOOD ELECTRIC CO-OP	165.45	Multiple	ELECTRICITY
HANCOCK-WOOD ELECTRIC CO-OP	27.56	Multiple	ELECTRICITY
JOHN HOCHSTETLER	445.44	Street	NEW TRUCK SIGNAGE
M&R PLUMBING & HEATING, INC.	6.30	Multiple	SUPPLIES/PARTS
MASTERPIECE SIGNS & GRAPHICS, INC.	220.00	Park	BALL FIELD USE SIGNS
PERRY CORPORATION	2,395.66	Administrative	IT CONTRACT
PERRY CORPORATION	1,240.00	Administrative	SOLID STATE DRIVES
PRECISION LASER & INSTRUMENT, INC.	1,598.41	Multiple	GPS EQUIPMENT
SEDGWICK	2,355.00	Administrative	WORKERS COMPENSATION TPA
SHELL FLEET PLUS	2,162.45	Multiple	FUEL
SPAULDING PSYCHOLOGICAL & ADDICTIVE SERVICES	5,000.00	Police	COUNSELING SERVICES
SPAULDING PSYCHOLOGICAL & ADDICTIVE SERVICES	300.00	Police	COUNSELING SERVICES
STAPLES BUSINESS ADVANTAGE	72.42	Multiple	SUPPLIES
STAPLES BUSINESS ADVANTAGE	47.16	Multiple	SUPPLIES
THE LAWFT	36.99	Police	UNIFORMS
THE LAWFT	57.98	Police	UNIFORMS
THE LAWFT	98.00	Police	UNIFORMS
VANCE'S OUTDOOR INC.	359.10	Police	AMMO/TASER CARTRIDGES
VERIZON WIRELESS	87.62	Multiple	CELL PHONES
VILLAGE OF OTTAWA	46,708.41	Water	WATER
WAGNER OVERHEAD DOOR	833.00	Land & Buildings	SHOP DOOR REPAIR
WALLACEPANCHER GROUP	3,398.09	Airport	TAXI LANE REHABILITATION
	<u>110,779.19</u>		
BIWEEKLY PAYROLL 3/24/23	47,959.41		

MEDICARE	655.34
OPERS	3,572.60
OP&F	4,282.41
FEBRUARY FIRE & EMS	7,188.23
MEDICARE	104.22
OPERS	591.00
FICA	160.88

Council Signature : _____

Date: _____

RESOLUTION NO. 09-2023

A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2023.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bluffton, Ohio, two-thirds (2/3) of all members elected thereto concurring:

SECTION 1: That the following positions at the stated wages are hereby created:

A. Pool Manager	\$15.50 per hour
B. Assistant Manager	\$11.50 per hour
C. Lifeguards	\$10.10 per hour

The above is intended as a minimum guideline for the establishment of wage levels. Council may at its discretion provide for a higher pay scale level for each position listed.

SECTION 2: That the following fees are established for use during the 2023 season, and that all memberships shall be paid in full before they can be used.

A. Daily Admission		\$4.00
B. Family Season Pass (2 adults/3 children)	(resident)	\$160.00
	(Non-resident)	\$200.00
C. Additional Children Each		\$25.00
D. Single Season Pass	(resident)	\$80.00
	(Non-resident)	\$100.00
E. Senior Single Season Pass	(resident)	\$50.00
	(Non-resident)	\$75.00
F. Ten-Visit Pass		\$35.00
G. Pool Rental-2 hours		\$275.00
*a \$50.00 non-refundable deposit required at time of reservation		
H. Swim Lessons (Season Pass Holder)		\$40.00
I. Swim Lessons (Non-Season Pass Holder)		\$50.00
J. Swim Lessons-Private		\$100.00
K. Fulltime Village Employees, members of Bluffton Safety Services (PD, FD, EMS) & Immediate families		Free

SECTION 3: Pool personnel who complete the season will be reimbursed for fees associated with the certification/recertification of CPR and lifeguard training for up to \$150.00 expended in same year. Receipts for the reimbursement must be turned into the Pool Manager who will submit them to the Fiscal Officer's office for reimbursement processing at the end of the pool season. Reimbursement will be subject to approval from manager.

SECTION 4: That it is found and determined 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 the Council and 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.

WHEREFORE, This Resolution shall take effect and be in force from and after the earliest period allowed by law and approval by the signatures below.

Passed and adopted this ____ day of _____, 2023 by the governing body of the Village of Bluffton, Ohio by the following vote:

Yes: ____ No: ____ Abstain: ____

ATTEST _____

FISCAL OFFICER

MAYOR

APPROVED _____

SOLICITOR

ODOT AGREEMENT NO. _____
Local Consent Resolution No. 12-2023

**A RESOLUTION BETWEEN THE STATE OF OHIO, DEPARTMENT OF
TRANSPORTATION AND VILLAGE OF BLUFFTON, OHIO FOR SIGN
INSTALLATION AND MAINTENANCE AND DECLARING AN EMERGENCY**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the Village of Bluffton, 154 N. Main St., Bluffton, Ohio 45817, hereinafter referred to as the “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

WHEREAS, an emergency exists in the daily operation of the Village whereby failure to act will be detrimental to the public health, welfare and safety of the inhabitants thereof and in order to proceed with this project in an expeditious manner.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will furnish, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) for the LOCAL to install at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

2.1 The LOCAL agrees to install the USBR Signs according to the USBR Signage Plan and in accordance with the Ohio Manual of Uniform Traffic Control Devices within ninety (90) days of receiving the USBR Signs from ODOT.

2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.

2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.

2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.
- 3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.
- 3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

4. GENERAL PROVISIONS

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

5.1 Notices under this agreement shall be directed as follows:

Village of Bluffton
154 N. Main St.
Bluffton, Ohio 45817

Ohio Department of Transportation
District 01
1885 North McCullough Street
Lima, OH 45801

6. SIGNATURES

- 6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 6.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

Village of Bluffton

STATE OF OHIO
Department of Transportation

By: _____

By: _____

Printed Name: _____

Jack Marchbanks, Director

Title: _____

Date: _____

Date: _____

A RESOLUTION AUTHORIZING THE MAYOR OF BLUFFTON, OH TO ENTER INTO A CONTRACT WITH THE DIRECTOR OF TRANSPORTATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE S.R. 103 MULTI-USE PATHWAY

The following Final Resolution enacted by the Village of **Bluffton**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **18th day of March, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - - 00/100 Dollars, (\$283,334.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - - 00/100 Dollars, (\$283,334.00)**, is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the Council Minutes of said LPA and kept on file with Village Records.

Legislative Authority of the
Village of **Bluffton**, Ohio

Mayor

Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$283,334.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 103**, lying within the corporate limits of the Village of **Bluffton**, more particularly described as follows:

The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied, placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the Village of **Bluffton**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said Fiscal Officer, this _____ day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the Village of
Bluffton, Ohio

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Village of **Bluffton**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - - 00/100 Dollars, (\$283,334.00).**
5. **The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required to fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto;

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

**Village of Bluffton
154 North Main Street
Bluffton, Ohio
45817**

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, MS 4110
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
Village of Bluffton**

Director of Transportation

Mayor

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

Village of Bluffton

Administration's Report

To: Mayor Johnson & Council Members



03-27-23

UPCOMING PROJECTS:

- 1. S.R. 103 Curb Repair:** Smith Paving & Excavating, Norwalk, OH will begin the project as soon as April 3.
- 2. S.R. 103 Pedestrian Pathway:** Bids due May 11, 2023. Bid Awarded May 23, 2023.
- 3. Co. Line Rd. Pedestrian Pathway:** Will begin after AEP project is completed. Uncertain on timeline.

Seasonal Positions – Hiring

Recommend hiring Chris Schroeder and Jeff Schroll for Seasonal Positions at a rate of \$13.00 per hour for this year.

CONSTRUCTION PROJECT UPDATE:

1. Lawn & Jackson Watermain Replacement:

Concrete repair work has been completed with trench paving and seeding in April.

2. Bentley Rd. Intersection Improvements

Water service lines and storm sewer lines scheduled for this week.

3. S.R. 103 Sanitary Replacement

Construction planned for this week,

Chestnut Lane Subdivision – Ohio EPA has approved the engineered plans for the water lines. Work to commence when weather/conditions allow.

Annual Meeting with Allen County Tax Incentive Review Council (TIRC) – Diamond Manufacturing has two agreements currently in place that were renewed for another year.

Update on SR 103 Funding & costs

SRK Fields & Park

Choice One Engineering has completed the boundary survey work along with a topographic survey to establish the official area of land to be developed.

Natural Gas Aggregation – opportunity coming to Bluffton voters

The May 3rd ballot will include the option to vote for a natural gas aggregation.

What is aggregation?

Definition. In Ohio, local communities are allowed, by law, to join their citizens together to buy natural gas and/or electricity as a group and thereby gain buying power to solicit the lowest price for the group's natural gas and/or electricity needs. This is called Governmental Aggregation.

Council Committee Meetings: Request for meetings with:

- ✓ Parks and Recreation –
- ✓ Streets, Alleys, Lights & Sidewalks – Bentley Rd. project, Alley vacation,



VILLAGE OF BLUFFTON
 154 N. MAIN STREET, P.O. BOX 63 BLUFFTON, OHIO 45817-0063
 419-358-2066

**Rain date
 5/15/2023*

APPLICATION FOR SPECIAL EVENTS

EVENT NAME: Paint the Street DATE(S) OF EVENT: 5/12/23
 APPLICANT: Julie Oberly - BHS Class of 2023 CONTACT PERSON: Julie Oberly
 APPLICANT'S ADDRESS: 106 W College Ave CONTACT'S PHONE: 419 358 7941
 E-MAIL ADDRESS (OPTIONAL): oberlyj@blufftonschools.org
 LOCATION OF EVENT: 106 W College Ave.
 TIME(S) FOR EVENT: 6:00 - 8:00 pm
 DESCRIPTION OF EVENT: Seniors will paint the street btw Main & Jackson on College Ave.

SERVICES REQUESTED FROM VILLAGE: Must provide map of plans and any other information required as necessary.

TRAFFIC CONTROL: _____ NUMBER OF OFFICERS REQUESTED: _____
 Number of officers required to cover security will be determined on a case by case basis upon consultation with the Chief of Police
 ROAD CLOSURE: Yes - between Jackson & Main St Set up road blocks
 SECURITY: _____ NUMBER OF OFFICERS REQUESTED: 5:45 - 10:00 pm
 Number of officers required to cover security will be determined on a case by case basis upon consultation with the Chief of Police
 EMS SERVICES: _____ FIRE DEPT. SERVICES: _____
 WATER SERVICE: _____ OTHER SERVICES: _____

ALCOHOL SERVED: YES _____ NO X * Applicant is responsible for obtaining the proper alcohol permit from the Division of Liquor Control prior to the event.

EVENT'S INSURER: Bluffton Exempted Village Schools * Village must be listed as Additional Insured

ATTACH CERTIFICATE OF INSURANCE TO APPLICATION

PLEASE LIST VENDORS, SERVICES, CONTRACTORS, ETC. INVOLVED WITH EVENT:

NAME OF VENDOR	TYPE OF SERVICE PROVIDED

* FOOD VENDORS ARE RESPONSIBLE FOR OBTAINING ANY NECESSARY HEALTH DEPARTMENT PERMITS

I understand that the granting of this permit for the special event creates no agreement or guarantee, express or implied, to any person or entity for any liability whatsoever connected with this special event. Any liability is the sole responsibility of the person or organization responsible for the special event. By signing this application, I acknowledge that all statements made herein are true and correct and that I have the authority to bind the organization that I represent.

APPLICANT'S SIGNATURE: Julie Oberly DATE: 3/17/23

APPROVED

MAYOR'S SIGNATURE: _____ DATE: _____