

Village of Bluffton Council Meeting Agenda

June 26, 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, June 12, 2023

Bills

Public Comment: Shaunna Basinger – Lima Allen County Regional Planning Commission

Committee Reports

Insurance Committee: 06/14

Utilities Committee 06/14

Boards & Commissions

LEGISLATION

RESOLUTION NO. 18-2023

3rd Reading

A RESOLUTION AUTHORIZING THE ALLEN COUNTY COMMISSIONERS TO ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR NATURAL GAS FOR THE VILLAGE OF BLUFFTON, OHIO.

RESOLUTION NO. 19-2023

3rd Reading

A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE ALLEN-CHAMPAIGN-HARDIN-MADISON-SHELBY-UNION JOINT SOLID WASTE MANAGEMENT DISTRICT

ORDINANCE NO. 06-2023

1st Reading

AN ORDINANCE TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES FROM RESIDENTIAL UNITS WITHIN THE VILLAGE; TO PROVIDE RATES FOR SUCH COLLECTION CONTRACT; TO PROVIDE FOR BILLING AND COLLECTION OF CHARGES BY THE VILLAGE; TO REPEAL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH

Village Administration Report:

Mayor:

Safety Services Reports:

-EMS-

-Fire Dept.-

-Police Dept.-

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

Natural Gas Aggregation Public Hearings – Monday, June 26th at 6:00 pm & 6:30 pm

Village Council – Monday, June 26th at 7:00 pm

Village Council – Monday, July 10th at 7:00 pm

Tree Commission – Tuesday, July 11 at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting June 12, 2023, at 7:00 p.m.

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

Cupples motioned, seconded by Stahl, to approve the minutes from the regular council meeting held on May 22, 2023. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

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

Cupples motioned, seconded by Steiner, to accept the Dental, Vision, and Life Insurance renewal proposal from Anthem. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

The Fiscal Officer gave the following readings:

2nd Reading:

Resolution 18-2023 – A resolution authorizing the Allen County Commissioners to act as the purchasing agent and governmental aggregator for natural gas for the Village of Bluffton, Ohio. Talavinia 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 19-2023 – A resolution to adopt the Solid Waste Management Plan for the Allen-Champaign-Hardin-Madison-Shelby-Union Joint Solid Waste Management District. Sehlhorst 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 21-2023 – A resolution authorizing the Mayor and Village Administrator to enter into a contract with Beaverdam Contracting, Inc. of Bluffton, OH 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 Resolution, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 22-2023 – A resolution authorizing the Mayor and Village Administrator to enter into a contract with Beaverdam Contracting, Inc. of Bluffton, OH 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. Stahl motioned to adopt the Resolution, seconded by Steiner. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned, seconded by Sehlhorst, to approve hiring Kent Karhoff as an independent contractor to perform gravedigging services as needed from June 1, 2023, to June 1, 2024. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (1) Steiner, motion approved.

Cupples motioned, seconded by Talavinia, to accept the resignation of Josh Garmatter from the EMS squad. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Steiner motioned, seconded by Stahl, to approve free admission to the Bluffton Community Pool on August 1, 2023, for the annual National Night Out celebration. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned, seconded by Talavinia, to enter into executive session to discuss a contract with Council, Mayor, Solicitor, Administrator and Fiscal Officer present. No action is expected. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

\Cupples motioned, seconded by Talavinia, to exit executive session and return to open session. 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.

Insurance Committee on Wednesday, June 14 at noon.

Utilities Committee on Wednesday, June 14 at 12:30 p.m.

Natural Gas Aggregation Public Hearings on Monday, June 26 at 6:00 p.m. & 6:30 p.m.

Council Meeting on Monday, June 26 at 7:00 p.m.

Finance Committee on Thursday, June 29 at noon.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 6/26/2023

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ALLOWAY TESTING	300.00	Multiple	TESTING
ALLOWAY TESTING	1,598.00	Multiple	TESTING
ANTHEM BLUE CROSS BLUE SHIELD	20,925.78	Multiple	HEALTH INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	165.00	Multiple	LIFE INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	949.54	Multiple	HEALTH INSURANCE
APOLLO CAREER CENTER	100.00	Multiple	TRAINING
BEAVERDAM CONTRACTING, INC.	73,234.63	Capital Improvements	SR 103 REPLACEMENT
BEAVERDAM CONTRACTING, INC.	35,082.36	Capital Improvements	SR 103 REPLACEMENT
BLUFFTON PRECAST CONCRETE	530.00	Sewer	ADJUSTING RINGS
BLUFFTON STONE CO.	183.73	Multiple	STONE
BLUFFTON STONE CO.	863.26	Multiple	STONE
BOUND TREE MEDICAL	699.99	Land & Buildings	VILLAGE PARK AED
CHARTER COMMUNICATIONS	168.93	Multiple	CABLE
CHARTER COMMUNICATIONS	39.99	Multiple	CABLE
CHARTER COMMUNICATIONS	159.98	Multiple	CABLE
CINTAS	76.16	Administrative	UNIFORMS
CINTAS	114.66	Administrative	UNIFORMS
DOMINION EAST GAS	583.99	Multiple	NATURAL GAS
GALL'S, AN ARAMARK COMPANY	15.69	Police	UNIFORM
GALL'S, AN ARAMARK COMPANY	76.25	Police	UNIFORM
GARY'S REPAIR	24.80	Multiple	PARTS & SUPPLIES
GREAT LAKES BILLING ASSOCIATES, INC.	1,862.37	Rescue	EMS BILLING SERVICE
HANCOCK-WOOD ELECTRIC CO-OP	165.45	Multiple	ELECTRICITY
HANCOCK-WOOD ELECTRIC CO-OP	49.00	Multiple	ELECTRICITY
HOHENBRINK EXCAVATING	32,241.83	Multiple	BENTLEY ROAD REALIGNMENT
HOHENBRINK EXCAVATING	58,079.99	Multiple	BENTLEY ROAD REALIGNMENT
Kathy Burkholder	12.00	Police	UNIFORMS
MIAMI PRODUCTS & CHEMICAL CO.	981.20	Pool	POOL CHEMICALS
PARR PUBLIC SAFETY EQUIPMENT, INC.	560.00	Police	RADAR CALIBRATION
SAFEGUARD BUSINESS SYSTEMS	394.64	Administrative	ACCOUNTS PAYABLE CHECKS
SAM'S CLUB	50.00	Administrative	MEMBERSHIP RENEWAL
SAM'S CLUB	1,884.84	Police	SUPPLIES
SAMUEL W. DILLER CO., LPA	142.50	Administrative	DEED & RECORDING FEE
SHELL FLEET PLUS	2,648.39	Multiple	FUEL
SPAULDING PSYCHOLOGICAL & ADDICTIVE SERVICES	235.00	Police	COUNSELING SERVICES
STAPLES BUSINESS ADVANTAGE	246.81	Multiple	SUPPLIES
STAPLES BUSINESS ADVANTAGE	1,120.80	Multiple	SUPPLIES
STRATTON GREENHOUSES	1,950.00	Administrative	FLOWER PLANTERS
STRYKER	112.24	Rescue	EMS SUPPLIES
SUEVER SWEEPING LLC	1,406.00	Street	STREET SWEEPING
TREE TECH	1,350.00	Street	TREE REMOVAL
ULINE	360.24	Pool	TRASH CAN LIDS
USA BLUE BOOK	430.00	Sewer	TESTING SUPPLIES
VANCE'S OUTDOOR INC.	154.65	Police	AMMUNITION SUPPLIES
VANCE'S OUTDOOR INC.	2,738.10	Police	AMMO/TASER CARTRIDGES
VANCE'S OUTDOOR INC.	175.91	Police	AMMO/TASER CARTRIDGES
VANCE'S OUTDOOR INC.	525.69	Police	AMMO/TASER CARTRIDGES
VILLAGE OF OTTAWA	53,738.54	Water	WATER
ZOLL DATA SYSTEMS	161.26	Rescue	EMS CHARTS
INCOME TAX REFUNDS	2,107.03	Administrative	INCOME TAX REFUNDS
	301,777.22		

BIWEEKLY PAYROLL 6/16/23	59,717.90
MEDICARE	825.79
OPERS	5,151.98
OP&F	4,376.46
MAY FIRE & EMS	13,895.75
MEDICARE	201.47
OPERS	1,537.43
FICA	140.02

Council Signature : _____

Date: _____

Insurance Committee Minutes June 14, 2023 Noon

Attending Jesse Blackburn, Kevin Nickel, Brian Lloyd, Dave Steiner, Jerry Cupples

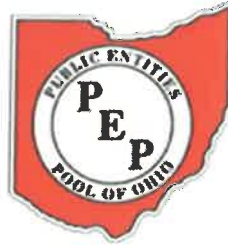
Received the Villages PEP renewal for July 1 2023 to July 1 2024. The New Premium is \$80,324. Minus a one time loyalty credit of \$1435.16 resulting in \$78,888.84. The quote is reflective on last years appraisal values and a 10% inflation.

Our value went up 6 million from two years ago. Last year we paid \$73,535. Cyber coverage has been capped at 1 Million.

Not included in this coverage is a new leaf vacuum, Spring Street Property, New HVAC at the Shop and a new UV chamber at the sewer plant.

The Insurance Committee Recommends approval.

Jerry Cupples Chairman



PUBLIC ENTITIES POOL OF OHIO
Service Center
315 S. Kalamazoo Mall
Kalamazoo, MI 49007-4806

INVOICE

June 8, 2023

Village of Bluffton, Allen County
Mr. Jesse Blackburn, Administrator
154 North Main Street
Bluffton, OH 45817

Effective Date	Description	Amount
7/1/2023	2023-2024 Anniversary Contribution	\$80,324
	PEP Loyalty Credit	-\$1,435.16
	<i>Annual Contribution Due:</i>	<u>\$78,888.84</u>

If you wish to add any of the optional quotes provided on the coverage summary, please write the additional amount in the space provided to calculate the final balance due:

\$ _____

BALANCE DUE (if any options selected)

\$ _____

Payment due upon receipt

**Village of Bluffton
Utilities Committee Meeting
June 14, 2023 @ 12:15 PM**

Committee members present: David Steiner & Jerry Cupples

Staff present: Jesse Blackburn, Village Administrator, Kevin Nickel, Fiscal Officer, Bryan Lloyd

The committee discussed the need to update water and sewer tap fees and make the fees consistent throughout the utility ordinance. The committee asked the administration to prepare proposals for a future committee meeting. There were discussions about multiple utility taps with customers that include fire suppression systems.

Adjourned at 1:00 PM.

David Steiner

Jerry Cupples

RESOLUTION NO. 18-2023

**A RESOLUTION AUTHORIZING THE ALLEN COUNTY COMMISSIONERS TO
ACT AS THE PURCHASING AGENT AND GOVERNMENTAL AGGREGATOR FOR
NATURAL GAS FOR THE VILLAGE OF BLUFFTON, OHIO.**

WHEREAS, on May 2, 2023, the residents of the Village of Bluffton, Ohio voted in favor of gas aggregation to improve purchasing leverage and offer reduced natural gas generation rates to residential and small business consumers, and;

WHEREAS, the Allen County Commissioners have offered their services to act on behalf of all Townships and Villages in Allen County as the governmental aggregator, and;

WHEREAS, having one centralized aggregator will provide for the most expeditious manner to handle any issues arising in the process of natural gas aggregation and;

**IT IS THEREFORE RESOLVED BY THE COUNCIL OF THE VILLAGE OF
BLUFFTON, OHIO (the requisite number voting in the affirmative) THAT:**

SECTION 1: The Village of Bluffton, Ohio Village Council hereby authorize the Allen County Commissioners to act as the governmental agent for purchasing and aggregation of natural gas for the residents of the Village of Bluffton, Ohio.

SECTION 2: This resolution shall be copied to the Allen County Commissioners, 204 N Main St. Suite 301, Lima, Ohio 45801

SECTION 3: That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this resolution were made in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements of the Open Meetings Law including Section 121.22 of the Ohio Revised Code.

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

Ayes: _____ Nays: _____ Abstain: _____

Attest:

Fiscal Officer

Mayor

Approved as to form:

Elliott T. Werth, Esq.
Village Solicitor

I, the undersigned, Fiscal Officer of Village of Bluffton,
Allen County, Ohio, do hereby certify.
that the foregoing is a true and correct copy from the official
record of said Village of Bluffton as recorded in said Journal.

Fiscal Officer, Village of Bluffton
Allen County, Ohio

Resolution No. 19-2023

**A RESOLUTION TO ADOPT THE SOLID WASTE MANAGEMENT PLAN FOR THE
ALLEN-CHAMPAIGN-HARDIN-MADISON-SHELBY-UNION JOINT SOLID WASTE
MANAGEMENT DISTRICT**

WHEREAS; the Village of Bluffton, Ohio (Village) is located within the jurisdiction of the Allen-Champaign-Hardin-Madison-Shelby-Union Joint Solid Waste Management District (District).

WHEREAS, the District Policy Committee prepared and adopted a final draft of the Solid Waste Management Plan in accordance with Ohio Revised Code Sections 3734.53, 3734.54 and 3734.55.

WHEREAS; the District has provided a copy of the Draft Final Solid Waste Management Plan for ratification to each of the legislative authorities of the District.

WHEREAS; the Village must decide whether it approves of said Solid Waste Management Plan within ninety days of receipt of the Final Draft Plan.

NOW, Therefore, Be It Resolved by the Village Council of Bluffton, Ohio:

1. The Village of Bluffton either (please indicate):
 - a. _____ approves the District Solid Waste Management Plan; or
 - b. _____ disapproves the District Solid Waste Management Plan
2. The Fiscal Officer is hereby directed to send the District a copy of this resolution to the attention of Mr. Jack DeWitt, Executive Director, Allen-Champaign-Hardin-Madison-Shelby-Union Joint Solid Waste Management District, 815 Shawnee Road, Suite D, Lima, OH 45805 or by email at jack@ncowaste.org.
3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Sections 121.22 of the Ohio Revised Code.

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

ORDINANCE NO. 06-2023

AN ORDINANCE TO PROVIDE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, REFUSE AND RECYCLABLES FROM RESIDENTIAL UNITS WITHIN THE VILLAGE; TO PROVIDE RATES FOR SUCH COLLECTION CONTRACT; TO PROVIDE FOR BILLING AND COLLECTION OF CHARGES BY THE VILLAGE; TO REPEAL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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 April 30, 2024.

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

Section 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, water and sewage 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 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. Plastic food and beverage containers being accepted at locations within our Recycling District, 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, Bluffton Icon and on the Village website as needed. 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 using the CONTRACTOR provided totes
- D. The CONTRACTOR shall collect all unlimited recycling for each residential unit in the Village of Bluffton as defined by the accepted bid. Customers shall use containers provided by CONTRACTOR
- E. Collection of unlimited garbage, refuse and recycling shall take place on the designated days established by the VILLAGE
- 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 a minimum \$500,000 Combined Single Limit.
 - 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 \$500,000 Combined Single Limit.
5. The CONTRACTOR shall at no cost to the VILLAGE, 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 Village Park, the Waste Water Treatment Plant, the Fire Station/EMS Building, the Public Works Maintenance Shop, and any other municipal facilities that may arise during the contract. Furthermore, the CONTRACTOR shall at no cost provide 8 garbage totes to the VILLAGE for use at Downtown Community Events and dispose of this trash with the regularly scheduled route for community scheduled events. The VILLAGE will facilitate the delivery of new/replacement of old totes with supplied inventory of totes from CONTRACTOR.
6. The CONTRACTOR shall furnish necessary equipment for a special Cleanup Event 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:

\$22.07 from May 1, 2024 – April 30, 2025 and

\$22.95 from May 1, 2025 – April 30, 2026

per residential unit, per month. The number of residential units shall be the total of the single-family residences, duplexes, and mobile homes receiving, either directly or indirectly water and sanitary sewer service from the VILLAGE OF BLUFFTON.

* Charges 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.

- B. The CONTRACTOR shall be paid a minimum of \$ 160.00 per load per pick-up and \$40.00 per ton for a 30 or 40 yard roll off dumpster load for furnishing necessary labor and equipment for special clean-up events and as needed as referred to, in Section 6.
- C. The term of the contract will be for 2 years. 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.
- D. Unit price for contractor to supply upon request of resident, 4 yard, 6 yard, 8 yard or larger containers to be delivered to residence for Home Improvement projects and disposal thereof.

The sum of:

4 yard \$80.00 per

6 yard \$100.00 per

8 yard \$120.00 per

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 two 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.

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 any of its committees that resulted in such formal actions 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 _____, 202__ by the governing board of the Village of Bluffton, Ohio by the following vote:

Yes: _____ No: _____ Abstain: _____

Attest:

Fiscal Officer

Mayor

Approved as to Form:

Village Solicitor

Village of Bluffton

Administration's Report

To: Mayor Johnson & Council Members



06-26-23

Bluffton Beyond Tomorrow:

A final draft version of the visioning document can be found at: <https://www.lacrpc.com/draft-bbt/> A Resolution will be presented in the next Council Packet for adoption by emergency so the committee can continue with final edits.

2023 - UPCOMING PROJECTS:

1. **S.R. 103 Pedestrian Pathway - ODOT:** TBD - 2023
2. **Co. Line Rd. Pathway:** TBD - 2023
3. **S.R. 103 Resurfacing - ODOT:** TBD - 2023
4. **Gelger St Water Main Replacement -** TBD
5. **Garau St. Water Main Replacement:** TBD

2022 AWARDED CONSTRUCTION PROJECT UPDATE:

1. **Bentley Rd. Intersection Improvements:** Final Payment has been approved.
2. **S.R. 103 Sanitary Replacement:** Final Payment has been approved.

Tree Commission Update:

A street tree rejuvenation project will begin soon in the Riley Creek Village subdivision. Plans include the removal of at least 8 existing street trees and the addition of roughly 17 new ones. Majority of existing trees being removed are Callery pear (also known as Bradford pear), which are now illegal to sell, grow, or plant in Ohio because of its invasive qualities and likelihood to cause economic or environmental harm.

2022 Drinking Water Consumer Confidence Report

The report can be found at www.bluffton-ohio.com/water, or at the Town Hall.

In summary: The water supplied by the Village of Bluffton in 2022 was compliant with EPA regulations. A copy of this report will be mailed out to all water customers on June 26th to meet federal notification requirements.

A website link will be shared on the water bills due July 25th to Village water customers to obtain this report as well.

Council Committee Meetings: Request for meetings with:

Ordinance Committee – Accessory Dwelling Unit discussion

Finance Committee – 2024 Budget