

Village of Bluffton Council Meeting Agenda

Bluffton Town Hall, Third Floor

August 24, 2020 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, August 10, 2020

Bills

Committee Reports

Parks & Recreation – 8/13

Ordinance – 8/18

Personnel – 8/19

Boards & Commissions

LEGISLATION

ORDINANCE NO. 09-2020

3rd Reading

AN ORDINANCE TO VACATE AN ALLEY AS REQUESTED BY BEN REINEKE AND CLEIDSON TEIXEIRA.

RESOLUTION NO. 19-2020

1st Reading

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEN TO THE COUNTY AUDITOR

RESOLUTION NO. 20-2020

1st Reading

Emergency

A RESOLUTION AFFIRMING THAT ALL FUNDS RECEIVED FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND PURSUANT TO H.B. 81 BE EXPENDED ONLY TO COVER COSTS OF THE SUBDIVISION CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(d), AND DECLARING AN EMERGENCY.

Administrator's Report

- Public Works Department Report

Safety Services Reports:

EMS – contract with Mercy Health

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

Council meeting – Monday, August 24 at 7:00 pm

Board of Zoning and Building Appeals – Wednesday, August 26 at 7:00 pm

Council Meeting – Monday, September 14 at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting August 10, 2020 at 7:00 p.m.

Council President Cupples presiding. Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia present.

Kingsley motioned, seconded by Sehlhorst, to approve the minutes from the regular council meeting held on July 27, 2020. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

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

Cupples motioned, seconded by Kingsley, to accept Replat #2 of Parkview Phase 1 combining lots 1386 & 1387 into one lot, and lots 1412 & 1413 into one lot. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

The fiscal officer gave the following readings:

3rd Reading:

Ordinance 03-2020 – An Ordinance to enact a no parking zone on the southwesterly side of West Washington St. from Main Street to the mid-block alley by the Village of Bluffton. Sehlhorst motioned to suspend the rules, seconded by Talavinia. Roll Call: Yes (3) Messrs: Cupples, Sehlhorst, Talavinia. No (2) Kingsley and Stahl. Abstain (0), motion failed. Kingsley motioned to adopt the Ordinance, seconded by Sehlhorst. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0). Abstain (0), motion approved.

Ordinance 08-2020 – An Ordinance changing the zoning classification for certain properties located in the Village of Bluffton, Ohio. Talavinia motioned to adopt the Ordinance, seconded by Stahl. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

2nd Reading:

Ordinance 09-2020 – An Ordinance to vacate an alley as requested by Ben Reinecke and Cleidson Teixeira. Sehlhorst motioned to adopt the Ordinance, seconded by Kingsley. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

1st Reading:

Resolution 18-2020 – A Resolution supporting the Davidson Flexibility for States and Localities Act and declaring an emergency. Kingsley motioned to suspend the rules, seconded by Cupples. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved. Stahl motioned to adopt the Resolution, seconded by Talavinia. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned, seconded by Sehlhorst, to declare the old water meters as surplus. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned, seconded by Stahl, to approve the Hancock County Mutual Aid agreement for a five-year period from January 2021 to December 2025. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned, seconded by Cupples, to accept the resignation of Holly Bertka from the EMS squad. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved. Council expressed appreciation for Holly's many years of service to the community.

Talavinia motioned, seconded by Kingsley, to approve the promotion of Nicole Mikesell to EMS Secretary/Treasurer, add her as a signor to the bank accounts, and increase her pay to reflect the new role. Roll Call: Yes (4) Messrs: Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (1) Cupples, motion approved.

Stahl motioned, seconded by Talavinia, to add Eric Mathewson to the EMS squad roster in a 6-month probationary period. Roll Call: Yes (5) Messrs: Cupples, Kingsley, Sehlhorst, Stahl and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned to adjourn the meeting.

The following meetings/events were included on the agenda and/or scheduled during the meeting. All meetings will be held at the Town Hall unless otherwise indicated.

Parks & Recreation Committee – Thursday, 8/13 at noon via Zoom.

Ordinance Committee - Tuesday, 8/18 at 9:00 a.m. via Zoom.

Personnel Committee – Wednesday, 8/19 at noon via Zoom.

Council Meeting – Monday, 8/24 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 8/24/2020

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ACCENT BUSINESS COMMUNICATIONS	841.26	Administrative	PHONES
ALL PHASE ELECTRIC SUPPLY CO.	7.50	Land & Buildings	LED LAMPS
ALLEN COUNTY EARTHWORKS	20,431.35	Street	STORM SEWER - BENTLEY
ALLEN COUNTY SHERIFF'S OFFICE	17,572.75	Administrative	2020-21 DISPATCHING SERVICE
ALLOWAY TESTING	75.00	Multiple	TESTING
ALLOWAY TESTING	50.00	Multiple	TESTING
ALLOWAY TESTING	75.00	Multiple	TESTING
ALLOWAY TESTING	127.50	Multiple	TESTING
ALLOWAY TESTING	1,328.90	Multiple	TESTING
AMERICAN ELECTRIC POWER	3,655.66	Multiple	ELECTRIC
ANTHEM BLUE CROSS BLUE SHIELD	543.50	Multiple	LIFE, VISION, DENTAL INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	15,814.51	Multiple	HEALTH INSURANCE
AUTOMOTIVE ELECTRONIC SERVICE	94.00	Administrative	CROWN VICTORIA REPAIR
BLUFFTON STONE CO.	67.21	Multiple	STONE
BUCKEYE PUMPS, INC.	3,192.32	Sewer	LIFT STATION PUMP
CINTAS	294.17	Administrative	UNIFORMS
CLEMANS, NELSON & ASSOCIATES, INC	175.00	Administrative	RETAINER
DOMINION EAST GAS	231.81	Multiple	NATURAL GAS
EVERETT J PRESCOTT INC	681.88	Water	WATER SUPPLIES
EVERETT J PRESCOTT INC	10,406.92	Water	WATER SUPPLIES
FIRST NATIONAL BANK	14,847.45	Capital Imp.	LOAN PAYMENT
GARY'S REPAIR	66.69	Park	TRIMMER LINE
GARY'S REPAIR	32.57	Park	TRIMMER LINE & BAR OIL
GRAINGER INC	172.78	Sewer	LIFT STATION PARTS
GRAINGER INC	77.78	Sewer	LIFT STATION PARTS
HANCOCK-WOOD ELECTRIC CO-OP	6.90	Multiple	ELECTRICITY
HANCOCK-WOOD ELECTRIC CO-OP	165.45	Multiple	ELECTRICITY
KIRBY'S SAND & GRAVEL	410.75	Park	PEA GRAVEL
LEIBER GARAGE	45.92	Police	PD AUTO REPAIRS
MINTEYS MAIDS	112.50	Administrative	TOWN HALL CLEANING
MINTEYS MAIDS	175.00	Administrative	TOWN HALL CLEANING
OPERATOR TRAINING COMMITTEE	150.00	Multiple	CONTINUING EDUCATION
P&R COMMUNICATIONS	4,475.00	Fire	PREVENTATIVE MAINTENANCE
PERRY CORPORATION	1,747.61	Administrative	IT CONTRACT
POWER HOUSE ELECTRIC SUPPLY	12.00	Land & Buildings	FIXTURES, PARTS, LAMPS
RILEY VERB	80.00	Pool	LIFEGUARD CERTIFICATION
STAPLES BUSINESS ADVANTAGE	109.81	Multiple	OFFICE SUPPLIES
THYSSENKRUPP ELEVATOR CORP	720.50	Land & Buildings	ELEVATOR MAINTENANCE
TIME WARNER CABLE	39.99	Multiple	CABLE
TIME WARNER CABLE	22.80	Multiple	CABLE
TREASURER OF STATE	150.00	Fire	VOLUNTEER FIREFIGHTER'S DEP. FUND
TREASURER OF STATE (FUND 83F)	1,200.00	Police	LEADS
UNIQUE PAVING MATERIALS CORP	292.38	Street	COLD PATCH
VERIZON WIRELESS	84.56	Multiple	CELL PHONES
VILLAGE OF OTTAWA	41,112.37	Water	WATER
Wilson, Jennifer	161.83	Pool	POOL SUPPLIES
	142,138.88		

JULY FIRE & EMS - 8/13/20	5,663.17
MEDICARE	82.11
OPERS	373.45
FICA	105.95
BIWEEKLY PAYROLL 8/14/20	53,850.69
MEDICARE	748.44
OPERS	3,523.82
OP&F	2,180.30

Council Signature : _____

Date: _____

Village of Bluffton, Ohio

Statement of Cash Position

From: 1/1/2020 to 8/24/2020

Funds: A1 to H6

Funds: A1 to H6

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expenses YTD	Increases, Other YTD	Decreases, Other YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
A1	GENERAL FUND	\$1,856,752.54	\$1,897,298.49	\$1,209,835.38	\$0.00	\$784,000.00	\$1,760,215.65	\$230,107.18	\$1,530,108.47
B1	STREET FUND	\$563,730.19	\$154,160.92	\$265,262.52	\$0.00	\$0.00	\$452,628.59	\$249,873.11	\$202,755.48
B2	STATE HIGHWAY FUND	\$70,005.77	\$10,683.66	\$0.00	\$0.00	\$0.00	\$80,689.43	\$0.00	\$80,689.43
B3	CEMETARY FUND	\$18,795.99	\$15,503.00	\$19,660.57	\$0.00	\$0.00	\$14,638.42	\$60.95	\$14,577.47
B4	PARK FUND	\$10,474.64	\$0.00	\$83,161.30	\$110,000.00	\$0.00	\$37,313.34	\$39,567.62	(\$2,254.28)
B5	BENROTH MEMORIAL BRI	\$1,434.63	\$200.00	\$0.00	\$0.00	\$0.00	\$1,634.63	\$0.00	\$1,634.63
B7	COURT COMPUTER	\$5,113.14	\$0.00	\$0.00	\$0.00	\$0.00	\$5,113.14	\$0.00	\$5,113.14
B8	DUI ENFORCEMENT & ED	\$890.01	\$143.00	\$0.00	\$0.00	\$0.00	\$1,033.01	\$0.00	\$1,033.01
C2	SWIMMING POOL DEBT SE	\$863.28	\$0.00	\$0.00	\$0.00	\$0.00	\$863.28	\$0.00	\$863.28
C4	BLUFFTON IN BLOOM	\$753.30	\$0.00	\$0.00	\$0.00	\$0.00	\$753.30	\$0.00	\$753.30
D1	CAPITAL IMPROVEMENT F	\$3,477.57	\$0.00	\$0.00	\$0.00	\$0.00	\$3,477.57	\$0.00	\$3,477.57
D2	STORM SEWER IMPROVE	\$13,167.40	\$0.00	\$0.00	\$0.00	\$0.00	\$13,167.40	\$0.00	\$13,167.40
D3	FIRE & RESCUE IMPROVE	\$98,030.47	\$10,000.00	\$2,934.55	\$0.00	\$0.00	\$105,095.92	\$68.50	\$105,027.42
D4	SWIMMING POOL IMPROV	\$19,285.40	\$0.00	\$7,350.00	\$0.00	\$0.00	\$11,935.40	\$150.00	\$11,785.40
D5	EQUIPMENT REPLACEMENT	\$15,733.48	\$0.00	\$0.00	\$0.00	\$0.00	\$15,733.48	\$0.00	\$15,733.48
D6	AIRPORT IMPROVEMENT	\$162,553.45	\$15,566.37	\$36,479.52	\$0.00	\$0.00	\$141,640.30	\$71,946.94	\$69,693.36
D8	TOWN HALL IMPROVEMEN	\$311,734.10	\$0.00	\$4,022.48	\$0.00	\$0.00	\$307,711.62	\$4,942.52	\$302,769.10
D9	POLICE EQUIPMENT REPL	\$34,993.74	\$0.00	\$44,376.30	\$30,000.00	\$0.00	\$20,617.44	\$0.31	\$20,617.13
E1	WATER FUND	\$72,309.42	\$581,249.98	\$477,663.91	\$0.00	\$0.00	\$175,895.49	\$272,804.29	(\$96,908.80)
E2	SEWER FUND	\$82,710.04	\$491,518.14	\$384,227.96	\$0.00	\$0.00	\$190,000.22	\$128,577.76	\$61,422.46
E7	REFUSE FUND	\$89,288.50	\$186,453.00	\$166,724.90	\$0.00	\$0.00	\$109,016.60	\$90,533.18	\$18,483.42
E9	WATER/ SEWER IMPROVE	\$321,226.66	\$384,479.47	\$1,254,055.14	\$644,000.00	\$0.00	\$95,650.99	\$222,159.53	(\$126,508.54)
F2	COMMUNITY EVENTS	\$5,880.77	\$0.00	\$0.00	\$0.00	\$0.00	\$5,880.77	\$0.00	\$5,880.77
F3	COMMUNICATIONS FUND	\$6,960.24	\$0.00	\$0.00	\$0.00	\$0.00	\$6,960.24	\$0.00	\$6,960.24
F4	POLICE CONTINUING PRO	\$2,120.75	\$1,500.00	\$1,759.00	\$0.00	\$0.00	\$1,861.75	\$15.00	\$1,846.75
F5	UTILITY RECOVERY	\$1,956.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1,956.12	\$0.00	\$1,956.12
F6	NATIONAL NIGHT OUT	\$4,401.37	\$474.40	\$0.00	\$0.00	\$0.00	\$4,875.77	\$0.00	\$4,875.77
F7	Shannon Cemetery Fund	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00
F8	POLICE K9 FUND	\$4,506.83	\$530.00	\$669.39	\$0.00	\$0.00	\$4,367.44	\$0.00	\$4,367.44
G2	UNCLAIMED MONIES TRU	\$225.20	\$0.00	\$0.00	\$0.00	\$0.00	\$225.20	\$0.00	\$225.20
G4	CEMETARY TRUST - C/W	\$1,326.66	\$0.00	\$0.00	\$0.00	\$0.00	\$1,326.66	\$0.00	\$1,326.66
G5	CEMETARY TRUST - MATT	\$524.37	\$0.00	\$0.00	\$0.00	\$0.00	\$524.37	\$0.00	\$524.37
H1	SPECIAL ASSESSMENT - K	\$897.17	\$0.00	\$0.00	\$0.00	\$0.00	\$897.17	\$0.00	\$897.17
H4	SPECIAL ASSESSMENT -	\$849.41	\$0.00	\$0.00	\$0.00	\$0.00	\$849.41	\$0.00	\$849.41
H6	SPECIAL ASSMT - JACKSO	\$119.67	\$0.00	\$0.00	\$0.00	\$0.00	\$119.67	\$0.00	\$119.67
Grand Total:		\$3,783,392.28	\$3,749,760.43	\$3,958,182.92	\$784,000.00	\$784,000.00	\$3,574,969.79	\$1,310,806.89	\$2,264,162.90

Parks & Rec - Minutes

Village of Bluffton

Via Zoom call

August 13th, 2020

Present: Council - Ben Stahl, Mitchell Kingsley

Staff - Jesse Blackburn, Bryan Lloyd

Start: 12:00 End: 1:00

Topics: 2020 village pool season, St Rte 103 pathway, 2021 appropriations

Minutes:

- Village Pool
 - Expenses
 - Fund pool concrete repair (\$26,100) out of D4 improvement account instead of A1 operations account.
 - Uses previously approved transfer into D4 of \$15k.
 - Concrete repair also includes adding a new valve in the diving well to help prevent future failures of this type.
 - Pool painting quote of \$14,300 for the whole pool bottom. Question to committee on whether to do in fall or in spring?
 - Current pool expenses--after moving repair to D4--is approximately (\$600), but there is additional money in other line items within the A1 pool fund. Kevin anticipates that the fund overall will have just enough money to cover this unexpected cost.
 - Fall weather can be more conducive to this work, and allows a fallback of doing it in the spring if needed.
 - P&R committee recommends scheduling painting to be performed this fall after the concrete repair.
 - Do not anticipate payroll to come in over budget, despite increased number of assistant managers per shift; starting the season a couple weeks later balanced it out.
 - Revenue
 - Initially projected \$60k from swimming pool receipts, currently seeing ~\$33k YTD.
 - Likely due to occupancy limits imposed due to COVID-19.
- Pathway
 - \$108k budgeted in 2020, \$30k of that for environmental impact. So far, we haven't seen any required costs this year. Another \$30k budgeted in 2021.
 - ODOT office could still request studies (e.g., soil borings) after review, but the deadline for 2020 is approaching.
- Preliminary 2021 Capital Improvement review

Ben Stahl

Mitchell Kingsley

Personnel Committee - Minutes

Village of Bluffton

August 19, 2020, Noon By Teleconference (ZOOM)

Present: Mitch Kingsley

Staff: Jesse Blackburn, Brian Lloyd, Ryan Burkholder, Matt Oblesby,

TOPIC: First Responder Requirement Language in Wage Schedule
Employee Sharing Leave Time Policy

FIRST RESPONDER CERTIFICATION

- In the wage schedule for Bluffton's Personnel Manual is stated the requirement for police officers to become certified as First Responders. We need to make it clear that such officers may not practice first responder measures until they have received their certification – and that they keep working toward certification until they achieve it. We agreed to language for this in the wage schedule.

POLICY: EMPLOYEES MAY SHARE LEAVE TIME

- We reviewed the text of the prior policy allowing village employees to donate leave time to another employee. This needs to be re-enacted if we want this option.
- We discussed some modifications to the policy, particularly the feature allowing the donee of such leave time to carry balances of sick, personal, and vacation time past the occurrence for which they received leave time.
- We assigned Matt to bring those modifications into the policy language and then submit it to personnel again.
- Next issue in this is how to incorporate this policy into the manual: new section or a schedule/exhibit?

Respectfully submitted,
Mitchell Kingsley

Phill Talavinia

Mitchell Kingsley

ORDINANCE NO. 09-2020

AN ORDINANCE TO VACATE AN ALLEY AS REQUESTED BY BEN REINEKE AND CLEIDSON TEIXEIRA

WHEREAS, Ben Reineke and Cleidson Teixeira have petitioned for the vacation of an alley that is no longer used by the village or the public and;

WHEREAS, O.R.C. 723.04 provides as follows:

The legislative authority of a municipal corporation, on petition by a person owning a lot in the municipal corporation praying that a street or alley in the immediate vicinity of such lot be vacated or narrowed, or the name thereof changed, upon hearing, and upon being satisfied that there is good cause for such change of name, vacation, or narrowing, that it will not be detrimental to the general interest, and that it should be made, may, by ordinance, declare such street or alley vacated, narrowed, or the name thereof changed. The legislative authority may include in one ordinance the change of name, vacation, or narrowing of more than one street, avenue, or alley.

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

SECTION 1: The Council of the Village of Bluffton, Ohio finds that, upon petition and hearing on such petition, finds that there is good cause for such vacation of said alley and that there is no detriment to the general interest, hereby declares that the said alley, as described in the attached exhibit, is and is hereby vacated.

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 _____ 2020 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

CERTIFICATION

The undersigned hereby certifies that the within is a true and correct copy of Ordinance No. 09-2020, passed on third reading by the Council of the Village of Bluffton, Ohio on

_____ day of _____, 2020.

Dated: _____

Kevin Nickel, Clerk/Fiscal Officer

RESOLUTION 19-2020

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

The Governing Board of the VILLAGE OF BLUFFTON, Allen County, Ohio, met in _____

session on the _____ day of _____, 20____, at the office of

_____ with the following members present:

_____ moved the adoption of the following Resolution:

RESOLVED, by the Governing Board of the VILLAGE OF BLUFFTON, Allen County, Ohio, in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 20____; and

WHEREAS, the Budget Commission of Allen County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Governing Board of the VILLAGE OF BLUFFTON, Allen County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

VILLAGE OF BLUFFTON

Schedule A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES

Fund	Amount approved by Budget Comm. Inside 10 M. Limitation	Amount to be Derived from Levies Outside 10 M. Limitation	Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column I	Column II	III	IV
General Fund	227,633.00		2.50	
Special Funds				
TOTAL	227,633.00	-	2.50	-

Schedule B

Levies outside 10 mill limitation, exclusive of Debt Levies

Fund	Maximum Rate Authorized to be Levied	Co. Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
	-	-
	-	-
TOTAL	-	-

and be it further RESOLVED, That the Clerk of said Board certify a copy of this Resolution to the Allen County Auditor.

_____ seconded the Resolution and the roll being called

upon its adoption the vote resulted as follows:

_____	YES	NO
_____	YES	NO
_____	YES	NO
_____	YES	NO
_____	YES	NO

Adopted the _____ day of _____, 20____

Clerk - Village of Bluffton

RESOLUTION NO. 20-2020

A RESOLUTION AFFIRMING THAT ALL FUNDS RECEIVED FROM THE COUNTY CORONAVIRUS RELIEF DISTRIBUTION FUND PURSUANT TO H.B. 81 BE EXPENDED ONLY TO COVER COSTS OF THE SUBDIVISION CONSISTENT WITH THE REQUIREMENTS OF SECTION 5001 OF THE CARES ACT AS DESCRIBED IN 42 U.S.C. 801(d), AND DECLARING AN EMERGENCY.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in H.B. 481 of the 133rd General Assembly (H.B. 481); and

WHEREAS, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801(d), and any applicable regulations before receiving said funds; and

WHEREAS, the Village of Bluffton is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

WHEREAS, an emergency exists in that the funding is necessary for maintenance and improvement of Village infrastructure and is necessary for the preservation of the health, safety and welfare of the citizens of the Village of Bluffton, Ohio.

BE IT THEREFORE RESOLVED BY THE COUNCIL OF THE VILLAGE OF BLUFFTON, OHIO (AT LEAST TWO-THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING) THAT:

SECTION 1. That the Village of Bluffton Council affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in the Village of Bluffton’s most recently approved budget as of March 18, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

SECTION 2. That the Council of the Village of Bluffton, Ohio determines that this Resolution is an emergency measure for the preservation of the health, safety and welfare of the Village for the reasons set forth above and shall be in force and effect immediately from and after its passage.

SECTION 3. That in compliance with H.B. 481, the Fiscal Officer take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the Village of Bluffton’s local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the Village of Bluffton’s local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

SECTION 4. That is found and determined that all formal actions of the Council concerning and relating to the adoption of this resolution were made in 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 _____, 20____ by the Council of the Village of Bluffton, Ohio by the following vote:

Ayes: _____ Nays: _____ Abstain: _____

Attest:

Clerk

Mayor

Approved as to form:

Village Solicitor

Village of Bluffton

Administration's Report

To: Mayor Johnson & Council Members



08-24-20

Water System Updates:

2020 Water Meter Replacement Project: Details about this project found at www.bluffton-ohio.com/water.

- All residential ¾" meters have been replaced!!

Annual Lead and Copper Sampling – Thank you in advance for the 20 homes who participate in the annual EPA required sampling for lead and copper in our Distribution System. Scheduled for the week of Sept. 7th.

Jefferson St. Improvements – Phase II

AEP - Bluffton Area Improvements project anticipated timeline to complete work in this area is June-July of 2021. Thoughts at this time are to bid this project late 2020 with roadway and storm improvements to be completed before June 2021 and sidewalk portion to be completed after AEP pole replacement.

Pathway Highlights

1. **N. Bentley Rd.** Pathway is being prepped for pavement to be installed this Wednesday by Bluffton Paving. Pathway dedication will occur in September.



Buckeye Park Spillway – Concrete additions to reinforce spillway approved at a cost \$15,000.00. Patriot Concrete will be performing the work.

Bluffton Community Pool

- Areas of existing seams in the pool bottom are being removed and completely replaced. Scope of concrete needing replaced still being assessed.
- An additional 4" equalization valve is also being added to the deep well to ensure pressure from water table does no further damage.
- If current pool repairs stay in budget, if conditions allow and if overall budget allows, we recommend painting the pool this fall at a cost of \$14,300.00.

2020 Census - See attached letter describing importance of an accurate Census.

Please minimize the need for in-person visits by responding to the 2020 Census now – by mail, phone (1-884-330-2020 (English) or 1-844-468-2020 (Spanish)), or online (my2020census.gov).

Sanitary Sewer Updates:

- **Collections System:** Prioritized area of the collections system to be televised to assess for upcoming lining projects. Budget was cut from \$50,000 to \$10,000.
- **WWTP:** Aeration basin and diffuser manifold cleaning along with replacement of all (700) diffusers in Sept.

Stump Grinding – Public Works Dept. will be grinding stumps throughout the Village this week.

Council Committee Meetings: Request for meetings (during the week of Aug 31st) with:

- Safety Services – Town Hall camera system
- Personnel – wage schedule final alterations
- Utilities – Sewer Use Ordinance, Vacation rate
- Finance – Civil Tax Collection



VILLAGE OF BLUFFTON

154 N. MAIN STREET * P.O. BOX 63 * BLUFFTON, OHIO 45817-0063
(419) 358-2066 * FAX (419) 358-8137

RICH JOHNSON, Mayor
JESSE BLACKBURN, Village Administrator

KEVIN NICKEL, Fiscal Officer
BRYAN LLOYD, Assistant Administrator

www.bluffton-ohio.com

Hello fellow Bluffton resident,

The Census is a simple 10 question form that happens once every decade in an attempt to count everyone who lives in the U.S. It determines how more than \$800 billion in federal funds are distributed to communities across the U.S., including over \$2.3 billion right here in Allen County over the next ten years .

This funding supports important things like roads, schools, healthcare, public safety, and other essential service programs. It also ensures that the State of Ohio receives equal representation in congress.

It is extremely important for you to fill out the census. Just a 1% undercount in Allen County means a loss of \$23 million over the next ten years. Bluffton is currently just over the 80% response rate. Let's work together to ensure we get a 100% response rate from our town.

Here is what you need to do:

1. Complete your census from online, by phone or in person. You can complete the Census online by visiting www.2020census.gov or via the phone by calling 1-844- 330-2020.
2. Count everyone in your household. This includes babies, children and anyone who is living and sleeping there most of the time.
3. Encourage friends, family, neighbors, and colleagues to do the same.

Thank you for all your work and for filling out the census.

If you have additional questions about the census, please visit www.2020census.gov.

Sincerely,

Village Council, Administration, Staff, Seasonal & Part-time Employees and Volunteers

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made as of the 22nd of June, 2020 (the “**Effective Date**”), by and between Mercy Health - St. Vincent Medical Center LLC, an Ohio limited liability company (“**MHSVMC**”) and Bluffton Emergency Medical Services, an emergency medical service located in Bluffton, Ohio (“**EMS**”).

WHEREAS, MHSVMC is an acute care hospital that provides comprehensive inpatient and outpatient health care services to patients in Lucas and Allen Counties, Ohio and their surrounding communities, including air ambulance and critical-care medical transport services; and

WHEREAS, EMS is a countywide emergency medical service that provides first responders who respond to certain critical-care medical transport needs in or around Allen County, Ohio; and

WHEREAS, on occasion, when air ambulance services are unavailable to EMS, its first responders have a need for appropriately trained, licensed, experienced and qualified professionals to assist its first responders in providing certain critical-care medical transportation services; and

WHEREAS, MHSVMC employs or otherwise contracts with trained, licensed, and qualified registered nurses, EMT-paramedics and Emergency Medicine residents, and EMS desires to engage MHSVMC to provide the services described below, and MHSVMC accepts such retention by EMS under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. **Services.**

(a) Scope of Services. MHSVMC employs trained, licensed, and qualified critical-care transport nurses, EMT-paramedics, and/or Emergency Medicine residents (“**Provider(s)**”). As agreed by the parties, when air ambulance services are unavailable, MHSVMC shall provide one or more Providers to assist EMS first responders when such EMS first responders are providing certain critical-care medical transport services (“**Services**”). MHSVMC shall provide documentation on a periodic basis, or as otherwise agreed by the parties, of the amount of time expended by the Provider(s) performing Services during that month, if any.

(b) Qualifications. MHSVMC shall cause each Provider, when performing services for EMS under this Agreement, to have and maintain all licenses, permits, certifications, registrations, accreditations and approvals as are required by law for such Provider to perform such services. MHSVMC shall promptly notify EMS in writing of the loss, revocation or suspension of any of the foregoing with respect to a Provider. Notwithstanding anything in this Agreement to the contrary, EMS shall not request or require any Provider to perform any Service or other action that would exceed that Provider’s applicable license, permit, certification, registration, accreditation, and/or approval.

(c) Compliance. Each party agrees to act and perform their respective duties and obligations under this Agreement in accordance with all: (a) applicable laws, rules and regulations; (b) generally accepted industry standards; and (c) applicable rules, regulations, policies and standards of the other party. To the extent EMS requires Provider(s) to comply with EMS’ policies and standards while performing Services under this Agreement, EMS shall make available to Provider(s) in advance those policies and procedures, including without limitation, safety rules, job-specific safety instructions and other materials relating to workplace safety, as may be adopted or amended by EMS from time to time, and shall notify MHSVMC of any amendments or supplements thereto (the “**EMS Policies**”). In addition, EMS shall ensure that each Provider is properly oriented to the EMS Policies. MHSVMC shall take reasonable steps to cause each Provider to comply with all the present and future EMS Policies, as the same are communicated to MHSVMC. EMS shall likewise take reasonable steps to ensure that its workplace is operated in accordance with the foregoing and shall assist in the investigation of any work-related accident involving any Provider.

2. Compensation; Billing.

(a) **Compensation.** EMS shall compensate MHSVMC for providing Services at the Provider rate(s) set forth in Exhibit A, attached. Unless otherwise agreed by the parties, MHSVMC shall invoice EMS quarterly for the amount of time expended by Provider(s) in the performance of Services for that quarter, if any. EMS shall pay each undisputed invoice within thirty (30) days after receipt thereof and shall notify MHSVMC in writing of any disputed amounts. MHSVMC shall have thirty (30) days from receipt of such written notice to clarify or correct any disputed amounts.

(b) **Billing.** EMS shall have the exclusive right to bill third-party payors or patients directly for the Services, and to retain all applicable fees for Services. EMS shall negotiate and determine the fees to be charged to third-party payors and patients for Services. If any fees or charges are received by MHSVMC or a Provider from a third-party payor or patient for Services, MHSVMC and/or the Provider shall promptly tender those amounts to EMS.

3. Term. This Agreement shall begin as of the Effective Date and continue for a period of one (1) year. Thereafter, the term will automatically renew for successive one (1) year periods unless terminated earlier per this Agreement. Either party may terminate this Agreement at any time without cause upon providing thirty (30) days' advance written notice to the other party of such intent. Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except for those provisions that survive termination or as otherwise provided for herein, and except to the extent accruing prior to the effective date of such termination.

4. Insurance. Each party shall secure and maintain, in conjunction and connection with its respective performance of this Agreement, insurance coverage for the following risks: (a) comprehensive general liability, including blanket coverage with combined single limit, bodily injury and property damage of at least \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate; (b) professional liability of at least \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate for each licensed professional performing any emergency medical services in relation to this Agreement; and (c) workers' compensation insuring each party's obligations in accordance with the statutory limits of Ohio law. EMS also shall secure and maintain, in conjunction and connection with its performance of this Agreement, automobile liability insurance coverage of at least \$1,000,000 each accident and applicable to all EMS employees and all leased or rented vehicles used by EMS employees in relation to this Agreement. Except for workers' compensation, each coverage shall be secured from a company or companies rated no less than A- by the latest published ratings of A.M. Best Company, Inc.; provided, however, that MHSVMC may cover its insurance obligations through a self-funded arrangement. Each party shall, upon written request of the other party, promptly provide a certificate of insurance evidencing its required coverage(s). Each party also shall provide the other party with at least thirty (30) days' advance written notice of cancellation, termination, non-renewal, or material change of such coverage. This Section shall survive termination of this Agreement.

5. Indemnification. The parties shall have such rights to indemnification against each other as exist under Ohio law and nothing in this Agreement shall be construed as limiting such rights. Each party further agrees that it is responsible for any injury, loss, or damage caused by its employees or agents and nothing in this Agreement shall be construed to place any such responsibility upon the other party. Each party agrees to cooperate in good faith in the defense of any third-party claim directed at one or both parties for any service provided under this Agreement. This Section shall survive termination of this Agreement.

6. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, COLLATERAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR INFRINGEMENT, LOST BUSINESS, LOST PROFITS, COSTS OF DELAY, DAMAGES TO BUSINESS REPUTATION, ETC.), REGARDLESS OF: HOW SUCH DAMAGES ARISE; WHETHER A PARTY WAS ADVISED SUCH DAMAGES MAY ARISE; OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THIS SECTION REPRESENTS A REASONABLE RISK ALLOCATION.

7. Relationship of Parties. MHSVMC is performing services hereunder as an independent contractor and not an employee, agent, joint venturer, employee or staffing leasing company or partner of EMS, and nothing in this Agreement shall be construed as creating any other relationship between EMS and MHSVMC, or between EMS and any employee or agent of MHSVMC, including but not limited to any Provider. Nothing herein is intended to change the nature of Provider's at-will employment relationship with MHSVMC.

8. Access to Books and Records. To the extent Section 1861(v) (1) (I) of the Social Security Act applies to this Agreement, the parties agree that until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, MHSVMC agrees to make available, upon written request of the Ohio Department of Human Services, the Secretary of Health and Human Services, the Comptroller General, any other Licensing or Accrediting Agency, or to any of their duly authorized representatives, this Agreement, and the books, documents and records of MHSVMC that are necessary to certify the extent of any costs of EMS arising from this Agreement. Further, if the MHSVMC subcontracts any of its duties arising from this Agreement with a value or cost of \$10,000 or more over a twelve-month period, with a related party, such subcontract shall contain a clause to the effect of the foregoing sentence. As used herein, "related party" includes any party employed or controlled by MHSVMC, any party by whom MHSVMC is employed or controlled and any party with whom MHSVMC develops a close association or affiliation. MHSVMC shall notify EMS promptly of any request received for access to information, as described in this section and shall consult with Mercy regarding the response to be made thereto.

9. Non-Exclusion/Conviction. Each party represents and warrants to the other party that neither it, nor of its affiliates nor any person performing on its behalf under this Agreement: (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) has been recently convicted (as that term is defined under 42 U.S.C. §1320a-(7)(i)) of a criminal offense related to health care. Each party further represents and warrants to the other party that it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or Services hereunder. Finally, each party represents and warrants to the other party that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against the representing party or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or Services under this Agreement.

10. Corporate Compliance. EMS agrees to comply with MHSVMC's Notice to Agents, Vendors, and Contractors, attached as Exhibit B, understands the requirements set forth in that Notice, agrees to abide by it, and represents and warrants to MHSVMC that neither EMS nor any of its employees or agents is prohibited from doing business with MHSVMC under the criteria set forth in Exhibit B. EMS shall cooperate with MHSVMC in responding to or resolving any complaint, investigation, or review initiated by a governmental agency or otherwise.

11. Ethical and Religious Requirements. MHSVMC is sponsored by several Roman Catholic congregations of women engaged in nonprofit apostolic services. Nothing in the Agreement is intended or shall be construed to require MHSVMC to take any action or fail to take any action if such action or failure would violate the Ethical and Religious Directives for Catholic Health Care Services, a copy of which is available at <http://www.usccb.org>.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard for any choice of law provisions.

13. Notices. All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service addressed to the party to whom it is given at the addresses set forth below or such other persons or addressees as shall be given by notice of any party:

IF TO MHSVMC:
2213 Cherry St.
Toledo, OH 43608
Attn: President

IF TO EMS:
115 E. Washington St.
Bluffton, OH 45817
Attn: Chief

14. Assignment. Neither party shall assign this Agreement without the written consent of the other party and any unauthorized assignment or delegation shall be void. Notwithstanding the foregoing, MHSVMC may assign this Agreement to any Bon Secours Mercy Health affiliate provided that: (a) EMS gives written consent; or (b) MHSVMC gives EMS at least thirty (30) days' notice of such assignment and the assignee assumes all obligations of MHSVMC hereunder. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and assigns of the parties.

15. Force Majeure. A party shall be excused from any delay in or impossibility of its performance under this Agreement to the extent such delay or impossibility results from causes reasonably beyond its control, including, but not limited to, acts of God, natural disasters, war, terrorism, sabotage, labor movements, acts of government, utility outages, or third-party delays.

16. Non-Solicitation. During the term of this Agreement and for one (1) year after its termination for any reason, EMS shall not directly or indirectly, on its own behalf or behalf of any other person or entity, solicit or hire any Provider without the prior written consent of MHSVMC.

17. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties (or their respective successors and permitted assigns) any rights, remedies, obligations, or liabilities under or because of this Agreement.

18. Entire Agreement. This Agreement, including its exhibit(s), sets forth the entire agreement between the parties with respect to the subject matter hereof, and no modification, amendment or waiver of this Agreement or any provision thereof shall be binding upon either party unless confirmed by written instrument signed by each party. The failure by a party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, then that term, provision, covenant or condition shall be reformed or rescinded as ordered by the court. However, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MERCY HEALTH – ST. VINCENT
MEDICAL CENTER:

BLUFFTON EMERGENCY MEDICAL
SERVICES:

Jeffrey Dempsey, President

Signature

Name and Title

VILLAGE OF BLUFFTON:

Signature

Name and Title

EXHIBIT A

<u>Provider</u>	<u>Hourly Rate*</u>
Registered nurse (Critical Care Transport)	\$51.25/hour
EMT-Paramedic	\$31.48/hour
Resident (Emergency Medicine)	\$35.88/hour

*Unless otherwise agreed by the parties in writing, the hourly rate(s) for Services apply only during the time when patient-loaded transportation is occurring under this Agreement. No hourly rate for Services applies during loading and unloading of patients.

EXHIBIT B

NOTICE TO AGENTS, VENDORS AND CONTRACTORS

Bon Secours Mercy Health, Inc. (“BSMH”) has created a Corporate Responsibility Program to ensure we comply with all laws and regulations that apply to a tax-exempt, church-based health care provider. This includes laws concerning health and safety, Medicare and Medicaid, fraud and abuse, tax, anti-trust, environmental and labor laws, among others.

We cultivate a culture of compliance from the Board Rooms to front-line care-givers, and we include our credentialed providers, vendors and contractors in that commitment. We commit to an effective Corporate Responsibility Program to sustain that culture. Our program includes education, communications methods to encourage reports of concerns, investigations into concerns, monitoring and auditing for compliance and accuracy, and accountability and corrective action when we detect an error.

Vendors and contractors must be aware of, and agree to abide by, the following provisions of our Corporate Responsibility Program as a continuing condition to do business with us:

Eligibility to Do Business with a BSMH Entity

1. As a Medicare-participating organization, we are prohibited from hiring or doing business with any entity or person who has been:
 - A. Excluded from participating in federal or state health programs by the Office of Inspector General of the U.S. Department of Health and Human Services;
 - B. Barred from contracting with the U.S. Government by the General Services Administration; or
 - C. Listed as a Terrorist Organization or supporting individual by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
2. Vendors must certify their eligibility to do business with a BSMH entity by certifying that neither the organization, nor its owners or principals or any vendor employee (collectively, “staff”) who will provide services to the BSMH entity is prohibited from doing business with BSMH under paragraph 1.
3. Eligibility is a continuing condition of any contract with BSMH and vendors must agree to notify BSMH immediately if the government takes adverse action in paragraph 1 against Vendor or any of its staff. Vendor must also notify BSMH if they learn of an investigation that could reasonably result in adverse action in paragraph 1 against Vendor or its staff. BSMH may terminate a contract where the government takes adverse action listed in paragraph 1 against Vendor or its staff.

Business Ethics, Gifts and Gratuities

4. BSMH does business in an open, fair, impartial, and transparent manner and engages in arms-length negotiations with potential vendors, contractors or business partners. BSMH requires our employed associates, credentialed providers, board members and volunteers to act in the best interests of BSMH at all times. This includes avoiding conflicts of interest that might jeopardize the impartiality of their judgment and decision-making, as well as avoiding situations that create a reasonable appearance of a conflict of interest or an appearance of favoritism, partiality, personal gain or insider-dealing.
5. BSMH associates may not seek, request or accept any gift, gratuity or other item, regardless of value, that is intended to influence a business decision, or that is offered to them because of their position in a pending business decision. BSMH associates may not accept gifts, gratuities, discounts or other things of value from anyone doing business with, or desiring to do business with, BSMH or any BSMH entity, except in nominal amounts, which they must disclose to their reporting superior.
6. The Corporate Responsibility Program includes a Corporate Responsibility Officer (“CRO”) who can assist or respond to any vendor concern about possible violations of BSMHs policies or applicable laws or regulations. Associates are required, and vendors are encouraged, to report any concerns anytime, 24/7/365, on an anonymous basis at 1-888-302-9224. BSMH policy prohibits retaliation for a report made in good faith.

Required Education on the False Claims Act and Whistleblower Protections for Providers of Medicaid-covered Services

Because BSMH and its entities receive in excess of Five Million Dollars (\$5,000,000) in annual Medicaid reimbursements, we are required to provide additional education to our employed associates, vendors and contractors related to the False Claims Act and whistleblower protections available under those laws. Our vendors and contractors are required to ensure that their employees who will provide services to BSMH receive the following educational information also:

BSMH associates work hard to ensure that we create accurate and truthful patient bills and submit accurate claims for payment from any payer, including Medicare and Medicaid, commercial insurance, or our patients. It's the right thing to do, and federal and state laws require accuracy in health care billing.

The federal False Claims Act (31 USC 3729-33) makes it a crime for any person or organization to knowingly make a false record or file a false claim with the government for payment. "Knowing" can include deliberate or reckless ignorance of facts that make the claim false.

Examples of possible False Claims include someone knowingly billing Medicare for services that were not provided, or for services that were not ordered by a physician, or for services that were provided at sub-standard quality where the government would not pay.

A person who knows a False Claim was filed for payment can file a lawsuit in Federal Court on behalf of the government and, in some cases, receive a reward for bringing original information about a violation to the government's attention. Penalties for violating the federal False Claims Act can be up to three times the value of the False Claim, plus from \$5,500 to \$11,000 in fines, per claim. While state law does not permit private suits like the federal False Claims Act for Medicaid fraud, state law does include either civil or criminal penalties against those who attempt to obtain Medicaid payments to which they are not entitled, or who commit Medicaid fraud.

The False Claims Act protects anyone who files a False Claim lawsuit from being fired, demoted, threatened or harassed by their employer for filing the suit. If a court finds that the employer retaliated, the court can order the employer to re-hire the employee and to pay the employee twice the amount of back pay that is owed, plus interest and attorney's fees. State law provides equivalent protections from retaliation by an employer for employees who report Medicaid fraud to the authorities.

BSMH Corporate Responsibility Program supports compliance with the False Claims Act by:

- Monitoring and auditing business activities to prevent or detect errors in coding or billing.
- Educating our associates, vendors and contractors that they are responsible to report any concern about a possible False Claim at a BSMH facility via our 3-Step Reporting Process.
- Investigating all reported concerns and correcting any billing errors discovered.
- Protecting our associates, vendors or contractors from adverse action when they do the right thing and report any genuine concern via the 3-Step Reporting Process. BSMH will investigate any allegation of retaliation against an associate for speaking up.



BLUFFTON POLICE DEPARTMENT

154 N. MAIN STREET
BLUFFTON, OHIO 45817
(419) 358- 2961
FAX (419) 358-2963



Police Activity Summary July 2020

Police Calls for Service – 494
Traffic Stops – 31
Citations – 12

Citations

Driving Under Suspension	-	2
No OLN (Temp.)	-	1
O.V.I	-	1
Right of Way	-	1
Speed	-	3
Traffic Control Device -Stop Sign	-	3
Wrongful Entrustment of MV	-	1
Total	-	12

Complaint Reports

Criminal Damaging	-	2
Criminal Mischief	-	1
Criminal Trespass	-	1
Driving Under Suspension	-	2
Domestic Violence	-	1
Miscellaneous	-	5
Telephone Harassment	-	2
Theft	-	8
Total	-	22

- Theft loss for July is \$7,561.00 with \$212.00 recovered.

Calls for Service Breakdown

2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Intoxicated Person	0	0	0	0	1	1	0						2
Assault	3	0	0	0	1	4	1						9
Contact Complaint	0	0	0	0	0	0	0						0
Fire Runs	0	0	0	0	1	1	0						2
Prowler	0	0	0	0	0	0	0						0
Criminal Damagling	2	0	2	2	3	1	2						12
Unruly Juvenile	5	1	0	0	1	0	0						7
Meet the Officer	1	0	1	3	2	0	0						7
Escort	3	2	2	2	2	0	1						12
Animal Complaint	3	2	1	1	2	2	4						15
Breaking and Entering	1	2	1	0	2	5	0						11
Alarms, Burglar	8	7	13	6	10	9	19						72
Traffic Crash, Non-Injury	15	3	3	1	7	4	1						34
Traffic Crash, Injury	0	0	1	0	0	0	4						5
Traffic Crash, Hit-Skip	1	1	1	0	0	1	0						4
Intoxicated Driver	2	2	0	0	1	2	12						19
Investigate Vehicle	12	18	25	22	21	27	17						142
Motorist Assist	7	9	6	4	6	10	4						46
Complaint, Female	0	0	0	0	0	0	0						0
Rescue Needed / First Respond	0	2	0	0	0	0	0						2
Rescue Assist - Non Emergency	0	0	0	0	0	0	0						0
Robbery Complaint	0	0	0	0	0	0	0						0
Domestic	3	1	1	0	0	1	1						7
Mental Health Emergency	1	1	0	2	0	1	1						6
Missing Adult	0	0	0	0	0	0	0						0
Missing Juvenile	0	0	0	1	0	1	0						2
Back Up Officer	0	0	0	0	0	0	0						0
Shots Fired	1	0	0	0	2	0	0						3
Felorious Assault	0	0	0	0	0	0	0						0
Shoplifting Complaint	0	0	0	0	3	0	2						5

Building Checks	235	189	222	256	237	193	154					1486
Well Being Check	0	1	1	0	0	0	0					2
Warrant Service - Attempted	2	3	2	1	0	0	1					9
Receiving Stolen Property	0	0	0	0	0	0	0					0
Deceased Person	1	0	0	0	0	0	0					1
Urgent Call	0	0	0	0	0	0	0					0
Assist Officer	0	0	0	0	0	0	0					0
Foot Patrol	2	3	5	6	3	7	3					29
Bike Patrol	0	0	0	0	0	0	0					0
Court Assignment / Duties	1	2	2	4	4	1	10					24
Request Canine Assistance	10	7	4	0	0	0	0					21
Total	734	703	551	500	484	451	494	0	0	0	0	3917