

Village of Bluffton Council Meeting Agenda

Bluffton Town Hall, Third Floor

October 26, 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, October 12, 2020

Bills

Committee Reports

Parks and Recreation: 10-14 & 10-21

Ordinance: 10-15

Utilities: 10-23

Boards & Commissions

Pathway Board: 10-1

Allen County Public Health Board: 10-22

LEGISLATION

ORDINANCE NO. 11-2020

1st Reading

APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO APPLY, MAINTAIN, AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATION LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION.

RESOLUTION NO. 23-2020

3rd Reading

A RESOLUTION FOR THE ADDITION OF THE LEAVE TIME DONATION POLICY, AS STATED IN THE ATTACHED EXHIBIT (A), TO THE VILLAGE OF BLUFFTON, OHIO PERSONNEL POLICY AND PROCEDURE MANUAL.

RESOLUTION NO. 24-2020

1st Reading

AGREEMENT BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF BLUFFTON, OHIO FOR THE REMOVAL OF SNOW AND ICE

RESOLUTION NO. 25-2020

1st Reading

Emergency

A RESOLUTION TO APPROVE / DISAPPROVE GENERATION FEE ABOLISHMENT/ REPEAL FOR THE NCO SOLID WASTE DISTRICT AND DECLARING AN EMERGENCY

Village Administration Report:

Safety Services Reports:

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

Council Meeting – Monday, October 26 at 7:00 pm

Bluffton In Bloom – Tuesday, November 3 at 7:00 pm

Pathway Board – Thursday, November 5 at noon via Zoom

Council Meeting – Monday November 9, at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting October 12, 2020 at 7:00 p.m.

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

Cupples motioned, seconded by Kingsley, to approve the minutes from the regular council meeting held on September 28, 2020. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned, seconded by Steiner, to approve the bills as presented. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

The fiscal officer gave the following readings:

2nd Reading:

Resolution 23-2020 – A Resolution for the addition of the Leave Time Donation Policy, as stated in the attached Exhibit (A), to the Village of Bluffton, Ohio Personnel Policy and Procedure manual. Kingsley motioned to adopt the Resolution, seconded by Cupples. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned, seconded by Steiner, to approve Chief Burkholder issuing a letter of intent to Ford for the purchase of a new police cruiser in 2021 in order to lock in pricing in the amount of \$44,512. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

Selhorst motioned, seconded by Stahl, to approve the closing of Elm St. from Lawn St. to Spring St. on Saturday, October 17th from 9:00 a.m. to noon for the Women's Ride to the Poll event. Roll Call: Yes (6) Messrs: Cupples, Kingsley, 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. All meetings will be held at the Town Hall unless otherwise indicated.

Parks & Recreation Committee – Wednesday, 10/14 at 3:30 p.m.

Ordinance Committee – Thursday, 10/15 at noon via Zoom.

Utilities Committee – Friday, 10/23 at 3:00 p.m.

Council Meeting – Monday, 10/26 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 10/26/2020

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ACCENT BUSINESS COMMUNICATIONS	781.60	Administrative	PHONES
AED SUPERSTORE	282.00	Rescue	AED SUPPLIES
ALLEN COUNTY ENGINEER	6,348.00	Street	CENTERLINE STRIPING
ALLOWAY TESTING	400.00	Multiple	TESTING
ALLOWAY TESTING	1,358.90	Multiple	TESTING
ANGIE ESSINGER	154.63	Multiple	PETTY CASH REIMBURSEMENT
ANGIE ESSINGER	179.20	Administrative	PETTY CASH REIMBURSEMENT
ANTHEM BLUE CROSS BLUE SHIELD	17,120.54	Multiple	HEALTH INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	654.02	Multiple	HEALTH INSURANCE
BAILEY'S EQUIPMENT & APPAREL	79.00	Police	UNIFORMS
BASINGER, JAN	225.00	Sewer	TRAINING CLASS
BLUFFTON STONE CO.	55.33	Multiple	STONE
BLUFFTON STONE CO.	69.84	Multiple	STONE
BLUFFTON VETERINARY HOSPITAL AND PET CARE CENTER	399.05	Police	K9 CARE
CINTAS	112.21	Administrative	UNIFORMS 9/15
CINTAS	112.21	Administrative	UNIFORMS 9/22
CINTAS	620.44	Administrative	HOODED SWEATSHIRTS AND RAIN COATS
CINTAS	49.76	Administrative	HOODED SWEATSHIRTS AND RAIN COATS
CINTAS	1,056.65	Administrative	HOODED SWEATSHIRTS AND RAIN COATS
CINTAS	112.21	Administrative	UNIFORMS 9/29
CINTAS	112.21	Administrative	UNIFORMS 10/6
CINTAS	112.21	Administrative	UNIFORMS 10/13
CLEMANS, NELSON & ASSOCIATES, INC	1,641.25	Administrative	RETAINER
DOMINION EAST GAS	224.77	Multiple	NATURAL GAS
ENNIS-FLINT, INC.	938.20	Street	TORCH
ENNIS-FLINT, INC.	1,120.48	Street	CROSSWALKS
FAMILY HARDWARE DO IT BEST	47.51	Multiple	SUPPLIES
HANCOCK-WOOD ELECTRIC CO-OP	49.00	Multiple	ELECTRICITY
HANCOCK-WOOD ELECTRIC CO-OP	165.45	Multiple	ELECTRICITY
J & D SNYDER EXCAVATING LLC	6,000.00	Street	EXIT 140 IMPROVEMENTS
JIM'S EXCAVATING	1,550.35	Street	SIDEWALK & CURB REPAIR
Kathy Burkholder	12.00	Police	UNIFORMS
MILLSTREAM-KENNEDY INC.	1,985.00	Administrative	TAX ENVELOPES
MINTEYS MAIDS	93.75	Administrative	TOWN HALL CLEANING 10/22
MINTEYS MAIDS	93.75	Administrative	TOWN HALL CLEANING 10/15
MUNICIPAL FINANCE OFFICERS ASSOC.	25.00	Administrative	MFOA ANNUAL CONFERENCE
OHIO LABOR LAW POSTER SERVICE	268.50	Multiple	2021 LABOR POSTERS
OHIO MUNICIPAL LEAGUE	780.00	Administrative	ANNUAL 2021 OML MEMBERSHIP
OTTAWA ORDNANCE	101.27	Police	AMMUNITION
PATRIOT CONCRETE	15,000.00	Park	SPILLWAY REPAIR
PATRIOT CONCRETE	5,819.00	Street	BIKE RACK PADS
PENNCARE 30	152.00	Rescue	EMS CHARTS
PERRY CORPORATION	245.00	Administrative	WEBCAMS
PERRY CORPORATION	1,747.61	Administrative	IT CONTRACT
SAM'S CLUB	16.01	Police	SUPPLIES
SHELL FLEET PLUS	1,367.67	Multiple	FUEL
STAPLES BUSINESS ADVANTAGE	99.63	Multiple	OFFICE SUPPLIES
STOOPS FREIGHTLINER QUALITY TRAILER	826.73	Fire	ENGINE 101 REPAIR
TIME WARNER CABLE	40.59	Multiple	CABLE
TIME WARNER CABLE	104.98	Administrative	CABLE
TSYS Health Services	48.32	Rescue	EMS MERCHANT SERVICES
UNITED STATES PLASTIC CORP.	33.50	Sewer	SEWER CAP
UNITED STATES TREASURY	1,574.88	Administrative	FEES
USA BLUE BOOK	2,112.02	Water	CHEMICAL FEED PUMPS
VERIZON WIRELESS	85.78	Multiple	CELL PHONES
VILLAGE OF OTTAWA	36,091.59	Water	WATER

INCOME TAX REFUNDS

3,592.83	Administrative	INCOME TAX REFUNDS
114,449.43		

SEPTEMBER FIRE & EMS	5,410.67
MEDICARE	78.46
OPERS	359.00
FICA	94.89

BIWEEKLY PAYROLL 10/23/20	43,550.06
MEDICARE	597.20
OPERS	2,457.13
OP&F	2,262.92

Council Signature : _____

Date: _____

Village of Bluffton, Ohio

Statement of Cash Position

From: 1/1/2020 to 10/31/2020
Funds: A1 to H6

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expenses YTD	Increases, Other YTD	Decreases, Other YTD	Unexpended Balance	Include Inactive Accounts: No	
								Encumbrance YTD	Ending Balance
A1	GENERAL FUND	\$1,856,752.54	\$2,268,678.35	\$1,536,767.93	\$0.00	\$961,500.00	\$1,627,162.96	\$138,658.31	\$1,488,504.65
B1	STREET FUND	\$563,730.19	\$183,086.82	\$332,538.55	\$0.00	\$0.00	\$414,278.46	\$321,768.13	\$92,510.33
B2	STATE HIGHWAY FUND	\$70,005.77	\$12,349.12	\$0.00	\$0.00	\$0.00	\$82,354.89	\$0.00	\$82,354.89
B3	CEMETARY FUND	\$18,795.99	\$17,384.00	\$21,350.03	\$0.00	\$0.00	\$14,829.96	\$60.95	\$14,769.01
B4	PARK FUND	\$10,474.64	\$0.00	\$112,030.47	\$220,000.00	\$0.00	\$118,444.17	\$34,393.32	\$84,050.85
B5	BENROTH MEMORIAL BRI	\$1,434.63	\$350.00	\$0.00	\$0.00	\$0.00	\$1,784.63	\$0.00	\$1,784.63
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	\$157.00	\$0.00	\$0.00	\$0.00	\$1,047.01	\$0.00	\$1,047.01
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	\$6,000.00	\$7,500.00	\$0.00	\$2,253.30	\$1,480.00	\$773.30
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	\$20,431.35	\$45,000.00	\$0.00	\$37,736.05	\$0.00	\$37,736.05
D3	FIRE & RESCUE IMPROVE	\$98,030.47	\$10,000.00	\$19,854.55	\$0.00	\$0.00	\$88,175.92	\$0.00	\$88,175.92
D4	SWIMMING POOL IMPROV	\$19,285.40	\$0.00	\$7,350.00	\$15,000.00	\$0.00	\$26,935.40	\$26,100.00	\$835.40
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	\$16,669.37	\$37,705.16	\$0.00	\$0.00	\$141,517.66	\$70,721.30	\$70,796.36
D8	TOWN HALL IMPROVEMEN	\$311,734.10	\$0.00	\$4,022.48	\$0.00	\$0.00	\$307,711.62	\$49,942.52	\$257,769.10
D9	POLICE EQUIPMENT REPL	\$34,993.74	\$0.00	\$45,091.21	\$30,000.00	\$0.00	\$19,902.53	\$35.09	\$19,867.44
E1	WATER FUND	\$72,309.42	\$587,915.98	\$589,652.92	\$0.00	\$0.00	\$70,572.48	\$175,379.88	(\$104,807.40)
E2	SEWER FUND	\$82,710.04	\$495,545.39	\$488,916.53	\$0.00	\$0.00	\$89,338.90	\$127,053.84	(\$37,714.94)
E7	REFUSE FUND	\$89,288.50	\$186,453.00	\$212,392.66	\$0.00	\$0.00	\$63,348.84	\$104,865.42	(\$41,516.58)
E9	WATER/ SEWER IMPROVE	\$321,226.66	\$465,596.25	\$1,294,160.59	\$644,000.00	\$0.00	\$136,662.32	\$206,342.08	(\$69,679.76)
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	\$3,079.00	\$0.00	\$0.00	\$541.75	\$0.00	\$541.75
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	\$1,097.44	\$0.00	\$0.00	\$3,939.39	\$0.00	\$3,939.39
G2	UNCLAIMED MONIES TRU	\$225.20	\$0.00	\$0.00	\$0.00	\$0.00	\$225.20	\$0.00	\$225.20
G4	CEMETARY TRUST - CMW	\$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	\$4,246,689.68	\$4,732,440.87	\$961,500.00	\$961,500.00	\$3,297,641.09	\$1,256,800.84	\$2,040,840.25

Meeting: Bike and Pedestrian Pathway Board

Date/Time: Thursday, October 1, 2020, Noon

Location: via Zoom

Members Present: Dick Ramseyer, Mitch Kingsley, John Rich, Dima Snyder, Fred Steiner, Laura Voth, Jane Wood

Members Absent: Greg Denecker

Village Liaison Present: Ben Stahl, Jesse Blackburn

Village Liaison Absent: Joe Sehlhorst

MINUTES:

Minutes of the September 3, 2020 meeting were approved as presented by unanimous vote.

BUSINESS:

Lions Way Bentley North Phase II – 2020

Dick Ramseyer reported that the virtual Path dedication and ribbon cutting can be viewed at <https://youtu.be/w-pVyQWnOLE>. Thanks were given to Bluffton University for loaning their video equipment and operator. As of 10-1-20, total dollars raised for this section is \$69,650; total cost of construction was \$65,174.20.

Lions Way County Line Path – 2021-2022

Mitch Kingsley, Hans Houshower, Dick Ramseyer met via zoom with Kimberly Bash, Program Director for Findlay-Hancock Co. Community Foundation. The meeting will serve as the required letter of intent; next step is to submit a grant application with assistance from Hans Houshower. The initial proposal was for \$75,000, which is half the projected total cost of \$149,802.40. Response was favorable. The Foundation Board will meet in February 2021 for final decision making.

Discussion turned to a plan for raising the funds to cover the remaining \$75,000. Options include making a video, preparing written materials, doing a postal mailing, planning neighborhood meetings, creating an audio-visual presentation, doing a telephone campaign. Laura Voth volunteered to join Dick in a committee to develop a campaign plan. Goal is start the campaign in February 2021 and to have the money raised by July 31, 2022. The Lions Foundation has about \$30,000 in checking. It is still undecided what to do about the Dare to Dream event, which has been a primary fundraiser in the past. The goal is for construction to take place in Spring of 2022.

Future Pathway Projects

- 2023 new Pathway along SR 103 from Allen-Hancock County Line Road connecting to Lions Way Commerce Lane. Will require a 20% match to the \$850,000 grant received by the Village.
- Connect Bentley North Phase II to Buckeye Park, along Riley Street (5 year plan).
- Connect the Parkview Path in additional directions: to Main Street, and to the Johnny Appleseed Park, to the Triplett Path going to Village Park, from Bentley bridge south to Kibler Street entrance.
- Connect the Village Park to Hancock County Township Rd. 15.
- Connect Hancock County Township Rd. 33.
- 2030 (estimated time) ODOT will be rebuilding I-75/SR 103 overpass.

Future Events

Dare to Dream – decision will be made at a later date regarding whether this event will be held.

Meeting Adjourned.

Next meeting will be held at noon on Thursday, November 5, 2020 via Zoom.

Respectfully Submitted,
~Laura Voth

Parks & Rec - Minutes
Village of Bluffton
Third Floor of Town Hall
October 14th, 2020

Present: Council - Ben Stahl, Mitchell Kingsley
Staff - Jesse Blackburn

Start: 3:30 End: 4:00

Topic: Memorial bench

Minutes:

- Discussed the possible addition of a new memorial bench in one of our parks.
Researched what options are available and what the average cost is. Waiting to hear back if the resident wants to proceed.

Ben Stahl

Mitchell Kingsley

Ordinance Committee Minutes

Village of Bluffton

October 15, 2020

Present: Joe Sehlhorst, Mitch Kingsley

Staff: Jesse Blackburn

TOPICS: ANIMALS

I. ANIMAL ORDINANCE

Discussion of proposed ordinance in its third iteration (Animal Ordinance Draft MLK 10-13-2020).

We are still struggling with allowing/not allowing ‘farm’ animals in town.

The discussion focused on Section 90.01 (D):

“(D) No person shall keep or harbor any non-domesticated animals within the corporate limits of the Village.”

Some feel this does not give enough definition to “non-domesticated animals.” We looked at the Perrysburg ordinance where it defines restricted species in that city.

Overall, the ordinance is presently drafted as a fairly short document to allow it to be accessible to a wide range of readers; and to give some flexibility to develop expectations in a given time and place.

We will ask the Solicitor to review this version and to suggest ideas for the (D) subsection noted above.

Submitted,

Joe Sehlhorst

Mitchell Kingsley

Parks & Rec - Minutes
Village of Bluffton
Third Floor of Town Hall
October 21st, 2020

Present: Council - Ben Stahl, Mitchell Kingsley
Staff - Jesse Blackburn
Public - 6th, 7th, 8th grade Bluffton Girl Scout Troops #20010/#20402
Start: 3:35 End: 4:10
Topics: Girl Scout presentation

Minutes:

- 6th/7th grade troop researched bat houses
 - Benefits of having a bat house include: fewer mosquitoes when the bat population increases but the population in northeastern US has declined by 80% since 2014.
 - Bat houses should be placed 6 to 7 feet off the ground and need enough sunlight to keep the bats warm. Could put the houses around the ponds because the water attracts bugs for the bats to eat or at the peak of the shelter house. Bats are nocturnal and so will not disturb human visitors to the parks.
 - The Troop is looking to provide 3 or 4 houses; thin, rectangular shaped boxes with a downward slope at the top and mesh on the inside for the bats to cling to.
- 8th grade troop researched bee houses
 - Adding bee houses would help pollinate the trees and flowers in the area and attract mason bees, native to the area.
 - Mason bees are solitary and multiple houses should not be placed close together, but a single house should be placed near wooded areas or fields. Mason bees are not aggressive, but they should still be located away from playgrounds or picnic areas. There should be a source of mud near the house so that the bees can pack in the holes.
 - The Troop is looking to provide 3 or 4 bee houses that look like large blocks of wood with small holes drilled in the front and offer to make them look gorgeous.
- Hopeful to construct over this winter and install in spring 2021 with the help of the Public Works Dept

Ben Stahl

Mitchell Kingsley

Public Health Update: **Red Alert Level 3 Guidance**

Allen County returns to Risk Level 3 (Red) for COVID-19 as of October 22, 2020

Recent public health data has led the Ohio Department of Health to designate Allen County as being in a Red Alert Level 3 as defined by the Ohio Public Health Advisory System. Allen County moves into Red after being in Orange Level 2 since August 13, 2020.

The information contained in this Public Health Update describes the alert and the safety measures everyone needs to take to slow the spread of COVID-19. This update also explains what Allen County residents need to know to comply with current orders of the Director of the Ohio Department of Health. **At this time, there are no new mandated closures or cancellations – businesses, organizations and individuals are provided information here so they can determine how they can best protect themselves, their fellow residents, and their community.** If all safety guidelines cannot be maintained, please reconsider your activity. If people do more than the minimum to act safely, it will benefit everyone.

Risk Level 3 means

Allen County is experiencing very high coronavirus exposure and spread of COVID-19, and meet 4 data indicators in the Ohio Public Health Advisory System as of October 22, 2020:

- New cases per capita (345.9 cases per 100,000 residents) *100/100,000 is considered high-incidence by the CDC
- Sustained increase in new cases (15.7 average cases on 10/1 to 32.3 by 10/13)
- Proportion of cases not in congregate settings, such as long term care facilities, indicating community spread
- Sustained increase in outpatient visits due to COVID-19 symptoms (14.1 average visits on 10/4 to 30.9 on 10/20)

Allen County is experiencing widespread community transmission. The majority of our cases are due to people interacting in social settings, not from any one large event. To date in October there have been 651 newly reported cases of COVID-19, which is already 25% higher than the number for August, 2020 which was previously the highest-incidence month.

The Ohio Department of Health announced 9 new counties rising to Red Level 3 Alert on October 22, 2020, for a total of 38 counties at Red Level 3. Northwest Ohio is experiencing some of the highest per capita rates, with 4 area counties listed in the top 5 highest per capita counties in Ohio.

The Ohio Public Health Advisory System is updated every Thursday by the Ohio Department of Health and Governor DeWine's office. The level a county is placed in is determined by how many risk indicators that county triggers based on that county's coronavirus case data. See Page 4 for details.

Plan to Reduce Your Risk

Every decision regarding participation in an activity should be filtered through the following questions:

- Will all participants present be able to be 6 feet apart from one another?
- Will participants be wearing face coverings, unless actively eating or drinking?
- Will hand washing and sanitizing opportunities be readily available?
- Will cleaning and disinfecting be conducted regularly?

If these measures will not be in place, individuals should reconsider participating in that activity until the spread of COVID-19 subsides in Allen County.

Steps We Must Take to Slow the Spread of COVID-19

Everyone:

- Protect others and yourself: Assess your health every day and **stay home if sick**
- **Stay home if you are waiting for COVID-19 test results, or if you are a close contact (within 6 feet for longer than 15 minutes) to someone diagnosed with COVID-19**
- Maintain social distancing of at least 6 feet from non-household members
- Wear a face covering in public
- Follow good hygiene practices: Wash hands, use hand sanitizer, cover coughs and sneezes, avoid touching your face
- Decrease in-person interactions with others when possible, especially with anyone considered high risk
- Avoid traveling to high risk areas; and if you are high risk, consider necessary travel only
- **High risk individuals/People who live with high risk individuals:** Limit attending gatherings of any number/size

Social/Recreational Activities:

- Consider: Does it make sense to do this activity now when we are trying to reduce in-person interactions?
- Increase virtual interactions rather than in-person gatherings, e.g. church services, club meetings

Businesses:

- Ensure a minimum of 6 feet between people. If not possible, install barriers to reduce the risk of spread
- Refresh or change up your signage on health and safety guidelines in common areas
- Make visual cues for employee distancing more noticeable, e.g. X's on lunch room seats to promote distancing
- Promote measures to maximize social distancing, e.g. drive thru, pick-up and delivery services, outdoor dining
- Promote phone/on-line transactions
- Use virtual methods for meetings or cancel/postpone in-person meetings when unable to social distance
- Enforce facial coverings for employees

Retail/Services/Entertainment:

- Stagger entry of customers and guests
- Enforce face mask usage for employees and customers upon entry
- Increase availability for curb-side pick-up, if possible
- Establish and enforce maximum capacity
- Remind customers to observe floor markers for spacing, use alternate registers
- Update or rotate social distancing signs/reminders at your entrance
- Disinfect high-contact surfaces hourly
- Make regular announcements to remind customers to follow social distancing and personal hygiene measures
- Designate one-way aisles

Additionally, please keep the following overarching guidance in mind when planning any activity and incorporate as many of the low risk principles as possible.

Lowest Risk		Highest Risk
<ul style="list-style-type: none"> • Outdoor activities • Space for people to spread out, 6 feet or more apart from each other • Use of face coverings • Fewer people • Limited time in close contact to others • Handwashing facilities and/or sanitizing products readily available • Frequently touched surfaces cleaned and disinfected often • Individually wrapped or served food 		<ul style="list-style-type: none"> • Indoor activities • Confined spaces • Crowded conditions, people close together • No or limited use of face coverings • More people • People spending long periods of time near each other • Limited handwashing/sanitizing products • Limited cleaning and disinfecting of surfaces • Equipment/supplies used by multiple people • Buffet/self-serve food

Facial Coverings Order - A face covering is any material covering an individuals' nose, mouth, and chin.

The mask mandate issued by Governor DeWine for the entire state is still in effect. All residents are required to wear a face covering:

- In any indoor location that is not a residence;
- When outdoors and unable to consistently maintain a distance of six feet or more from individuals who are not members of their household; or
- While waiting for, riding, driving, or operating public transportation, a taxi, a private car service, or a ride-sharing vehicle. This does not apply to private or rental vehicles where members of a family are sharing a vehicle.

The order does not apply to children under the age of 10 or any other minor who cannot safely wear a face covering. Other exceptions are listed in the [order](#).

Wearing a face covering when you're in public will slow the spread of the coronavirus, allowing businesses to stay open and activities to continue. The order also maintains the face covering guidance in place for employees and businesses. Employees are required to wear facial coverings with limited exceptions, such as if wearing a mask is prohibited by federal regulation, if communicating with the hearing impaired, when not advisable for health or safety reasons, when alone in an office or personal workspace, and other similar measures. See [individual orders](#) for more details. **A [sample sign](#) to post to remind people to wear a face covering is available on our website.**

Using a cloth face covering (mask)

- Adjust the face covering to cover your nose, mouth and chin and be sure it fits snugly
- Avoid touching your mask while you are wearing it
- Clean your hands before and after touching the mask
- Remove and store mask before eating or drinking. Fold mask on itself, touching only the outside of the mask, so that the insides are facing each other.
- Avoid hanging the mask on one ear, around your neck or pushed onto your forehead.



The Ohio Public Health Advisory System is updated every Thursday by the Ohio Department of Health and Governor DeWine's office. The level a county is placed in is determined by how many risk indicators that county triggers based on that county's coronavirus case data.

- Yellow – 0-1 Risk indicators
- Orange – 2-3 Risk indicators
- Red – 4-5 Risk indicators
- Purple – 6-7 Risk indicators

A county's alert level is determined by seven data indicators:

1. New Cases Per Capita
2. Sustained Increase in New Cases
3. Proportion of Cases that Are Not Congregate Cases
4. Sustained Increase in Emergency Room Visits
5. Sustained Increase in Outpatient Visits
6. Sustained Increase in New COVID-19 Hospital Admissions
7. Intensive Care Unit (ICU) Bed Occupancy

Additional Resources for Ohio and Allen County Residents

- [ACPH Halloween Guidance](#)
- [ACPH Guidance & Fax Back Form for Sports Plans](#)
- [ACPH Checklist for Sports Venues](#)
- [Allen County Public Health Risk Level Recommendations \(Preventive Actions to Maintain Low Risk Level\)](#)
- [Ohio Sports Order for all levels \(youth, school, collegiate and club\)](#)
- [Ohio Order for Entertainment Venues](#)

Village of Bluffton
Utility Committee Meeting
October 23, 2020 @ 3:00 PM

Council Utility Committee members present: David Steiner & Jerry Cupples

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

The committee reviewed updated plans to install a new sanitary sewer line on SR 103 (E Jefferson Street) between the railroad crossing and County Line road.

Available water usage data was reviewed by the committee. There is ongoing work to obtain accurate data to evaluate the new billing data. When reliable data is available another meeting will be scheduled.

The committee was presented with a draft copy of “Bluffton Public Works Chapter 53: Sewer Regulations” to be added to the Village codified ordinances. The draft being 26 pages long was received by the committee for study for a future committee meeting.

At 4:00 PM the committee adjourned the meeting.

David Steiner

Jerry Cupples

APPROVAL AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AUTHORITY TO, APPLY, MAINTAIN AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATE LIMITS, AND

GIVING CONSENT OF THE VILLAGE FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE VILLAGE CORPORATION.

WHEREAS, the Director of Transportation, under Section 5521.01 of the Revised Code of Ohio, is authorized upon request and approval of the legislative authority of the Village to maintain, repair and apply standard longitudinal pavement marking lines and to erect regulatory and warning signs, as defined in the manual adopted under section 4511.09 of the Revised code on any section of a State Highways within the corporate limits of a village; and

WHEREAS, the Director of Transportation, under Section 5501.41, Revised Code of Ohio, may, upon consent of the legislative authority of the Village, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of a Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the Village, perform maintenance and/or repair on the State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and the Department of Transportation of the State of Ohio; and

WHEREAS, State Highway Nos. SR-103 lie within the Village of Bluffton, Allen/Hancock County; and

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to the application, maintenance and repair of standard longitudinal pavement markings and the erecting of regulatory and warning signs, and may include if an Agreement is entered into, the removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of Village but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets, and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the Village; and

WHEREAS, this ordinance shall not relieve or discharge the Village from responsibility for emergency repair of signs installed by the Department of Transportation; and

WHEREAS, this ordinance shall not relieve or discharge the Village from any claim or claims of any nature arising from, or growing out of, the work by the Department of Transportation of the State of Ohio on said highways in the Village, and the Village shall save the State of Ohio harmless from any and all such claims; and

WHEREAS, this ordinance is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the Village and the Department of Transportation regarding any other maintenance and repair.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Bluffton, State of Ohio as follows:

SECTION I: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio for said Department to apply standard longitudinal pavement markings, and to erect regulatory and warning signs on said State Highways in accordance with the standard practices of the Ohio Department of Transportation.

SECTION II: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to remove snow and ice and use snow and ice control material on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION III: It is hereby declared to be in the public interest that the consent of said Village be, and such consent is hereby given to the Department of Transportation of the State of Ohio, if an agreement is entered into, for said Department to perform certain maintenance and/or repair on any State Highways listed in the agreement in accordance with the standard practices of the Ohio Department of Transportation.

SECTION IV: That the Village (list position) _____ is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material on said State Highways within the corporate limits of the Village and any agreement with ODOT for certain maintenance and/or repair of the State Highways within the corporate limits of the Village.

SECTION V: That the Clerk is hereby directed to furnish the Director of Transportation and the Board of County Commissioners of Allen/Hancock, Ohio, with a certified copy of this Ordinance immediately upon execution.

SECTION VI: That this Ordinance shall take effect and be in force at the earliest time allowed by law.

Passed: _____, 20 ____

Attest: _____ Clerk _____ Mayor

CERTIFICATE OF COPY

Village of Bluffton

County of Allen/Hancock Ohio

ss:

I, _____ as Clerk of the Village of Bluffton, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said Village on the ____ day of _____, 20____; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20 ____.

(SEAL)

Clerk
Village of Bluffton, Ohio

ACCEPTED AND APPROVED by the Ohio Department of Transportation

_____, Director of Transportation

Date:

RESOLUTION NO. 23-2020

A RESOLUTION FOR THE ADDITION OF THE LEAVE TIME DONATION POLICY, AS STATED IN THE ATTACHED EXHIBIT (A), TO THE VILLAGE OF BLUFFTON, OHIO PERSONNEL POLICY AND PROCEDURE MANUAL.

WHEREAS, a need has been recognized by the Personnel Committee for the addition of a policy to allow the donation of leave time between employees under certain conditions.

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 Village Council adopts the Policy for Leave Time Donation to the Personnel Policy and Procedure Manual of the Village of Bluffton.

Section 2. 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

Leave Time Donation Policy

Program Guidelines

1. The donation of leave time is voluntary. No employee shall be made to feel compelled, persuaded, or otherwise pressured into donating his or her leave time to a fellow employee.
2. Employees may donate available sick leave or vacation time to a fellow employee who has exhausted all of their available sick leave and vacation time as it pertains to this policy.
3. Donations of leave time shall be in eight (8) hour increments only.
4. An employee may not donate sick leave if he or she has less than 240 hours of accrued sick leave, or if donating sick leave hours would cause them to have less than 240 hours of accrued sick leave.
5. The total number of donated leave hours that may be used by an employee is 800 hours per occurrence

Eligibility for Use of Donated Time

1. To be eligible for the use of donated sick leave or vacation time, an employee must first have exhausted all of his or her available sick leave and vacation time.
2. The need for use of donated time must be due to personal illness or injury of the employee, or the illness or injury of an individual in the employee's immediate family, as defined in section 5.01 of the Personnel Policy and Procedure Manual, that requires the employee to be absent.
3. It must be reasonably expected that the employee will be able to return to work at the end of their leave.

Program Process

1. An employee who is interested in receiving donated leave time must fill out a Donated Leave Request Form provided by the Village Administrator. The request must detail the circumstances under which the donated time is needed, and the amount of donated time being requested. The Village Administrator will review the circumstances necessitating the need for donated time, confer with the employees Department Head or Supervisor, and, based on the eligibility requirements and the intent of this policy, advise the employee as to their eligibility for the program.
2. If the requesting employee permits, the Village Administrator will notify all eligible Village Staff via email and posted memo that an employee has requested donated leave time, and the reason for the request (surgery, extended illness, pregnancy, etc.). A Leave Time Donation Form shall be included with this notification.
3. Any employee wishing to donate time shall complete the Leave Time Donation Form and return it to the Village Administrator, Chief of Police, or their designee. The form shall contain the following information: name of donor employee, name of receiving employee, type of leave being donated, amount of leave being donated, pay period(s) to which the offer to donate leave is applicable, that the donating employee will retain a minimum combined leave balance of at least 240 hours after the donated time is deducted, that the leave is being donated voluntarily and will not be returned, and the donor employee's signature.
4. The Village Administrator will forward the Leave Time Donation Form(s) to the Village Fiscal Officer to be processed. If, based on the requirements for donating time, the employee is able to donate time, the donated time will be deducted from their leave balance as it is needed.
5. In the event that multiple employees agree to donate time, the donation of time will be processed in the order they are received. Donated sick leave hours should be used and deducted first. After all available donated sick leave has been exhausted, the fiscal officer will transition to vacation leave donations for the remainder of the needed hours following the same order as above.
6. Only the amount of needed time will be gifted to the employee requesting leave. An eligible employee shall receive no more than 800 hours of donated leave from all sources combined in any calendar year period.



VILLAGE OF BLUFFTON

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

www.bluffton-ohio.com

DONATED LEAVE REQUEST FORM

Employee Name: _____

Date: _____

Department: _____

Current Balance of Leave Time:

Sick Leave: _____ Hours

Vacation Leave: _____ Hours

Personal Leave: _____ Hours

Expected date that leave time will be exhausted: _____

Please describe the circumstances necessitating the need for Donated Leave Time, including expected dates of absence and expected return-to-work date:

I attest that the above information is true and accurate to the best of my knowledge. I acknowledge that the Leave Time Donation Program has eligibility requirements and that the submission of this application does not guarantee participation. I understand that the Leave Time Donation Program is a voluntary program and, should it be determined that I am eligible to participate in the program, I hereby authorize the Village Administrator to advise all Village Employees that I am requesting donated time.

Employee Signature: _____

Date: _____



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(419) 358-2066 * FAX (419) 358-8137

www.bluffton-ohio.com

LEAVE TIME DONATION FORM

Employee Name: _____

Department: _____

Type of Hours to Donate (minimum of 8 hours):

Sick Leave: _____ Hours

Vacation Leave: _____ Hours

Pay periods to which the offer to donate leave time is applicable:

Beginning Pay Period _____

Ending Pay Period _____

I would like to donate these hours to: _____

I understand that I am volunteering to donate these hours and that donated paid leave will not be returned. I understand that I need to retain a minimum balance of at least 240 hours of combined leave balance after the donated hours have been deducted from my balance. I authorize the Village of Bluffton to deduct these hours from my leave balance and credit them to the above-named employee.

Employee Signature: _____

Date: _____

ODOT AGREEMENT NO. 35432
Village Consent Ordinance/Resolution No. 24

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE VILLAGE OF BLUFFTON, OHIO
FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

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 "VILLAGE" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within villages, but before doing so, the Director must obtain the consent of the legislative authority of such village; and

WHEREAS, the legislative authority of the VILLAGE has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within the its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public and it serves to manage public resources of ODOT and VILLAGE in an efficient manner that ODOT perform snow and ice removal and control on SR-103 within the VILLAGE.

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

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will remove snow and ice and apply snow and ice control material on SR-103 within the VILLAGE's corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting village roads and streets.

2. OBLIGATIONS OF THE VILLAGE

- 2.1 The VILLAGE grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR-103 herein described for the purposes of performing snow and ice removal and control operations.

- 2.2 The VILLAGE is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

3. INSPECTIONS

- 3.1 Periodic inspections may be performed jointly by representatives of the parties to determine the level of service being provided on the state highway system during a snow and ice event.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence on the date of the last signature below and shall be for a term of five (5) years unless terminated sooner pursuant to paragraph 5.2 of this Agreement and shall automatically renew for successive five (5) year terms.
- 4.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

5. GENERAL PROVISIONS

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 5.2 Either party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. 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 contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- 5.3 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.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 5.7 If the VILLAGE 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.

- 5.8 ODOT and VILLAGE 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. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within ninety (90) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the VILLAGE shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 5.9 Ohio Ethics Law: The VILLAGE 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.
- 5.10 In carrying out this Agreement the parties shall comply with all applicable federal, state and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 5.11 In no case shall the VILLAGE or any of its personnel be considered agents, servants or employees of ODOT or the State of Ohio. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

6. NOTICE

- 6.1 Notices under this agreement shall be directed as follows:

VILLAGE of BLUFFTON
154 N. Main St.
Bluffton, OH 45817

Ohio Department of Transportation
District 1
1885 N. McCullough St.
Lima, OH 45801

7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 7.2 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 hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

VILLAGE OF BLUFFTON

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____



North Central Ohio Solid Waste District

Serving Allen, Champaign, Hardin, Madison, Shelby and Union Counties

Suite D • 815 Shawnee Road • Lima, Ohio 45805
419/228-8278 • 800/553-6763 • FAX 419/229-2156
www.ncowaste.org

October 26, 2020

To Whom It May Concern:

This letter is an additional explanation to the letter you received certified dated October 1, 2020.

NCO District wants to abolish the Generation Fee and replace it with a Designation Fee. The Designation Fee allows the District to enter into contracts with landfills and transfer stations.


The NCO District does not have a landfill in any of our counties and this way we can solidify landfill space for the refuse that is produced in our District. This will also allow us to collect fees if it goes to an out of state landfill.

The fees that are collected goes toward recycling programs and the mobile truck that goes to different sites to collect recycle material. You can access the web page at ncowaste.org for information.

The Allen County Commissioners along with the Commissioners from Champaign, Hardin, Madison, Shelby and Union have endorsed this decision.

Therefore, the NCO District would appreciate your approval by resolution by December 5, 2020. Because of the 60-day timeframe which cannot be extended, we would appreciate your immediate attention to this request.

Thank you,


Jack DeWitt
Director
NCO Solid Waste District



Resolution No. 25-2020

**A RESOLUTION TO APPROVE / DISAPPROVE GENERATION FEE
ABOLISHMENT/ REPEAL FOR THE NCO SOLID WASTE DISTRICT AND
DECLARING AN EMERGENCY**

WHEREAS; the Village of Bluffton, Ohio is located within the jurisdiction of the NCO Solid Waste District (District).

WHEREAS, the District Policy Committee prepared and adopted a resolution proposing the Generation Fee Abolishment/Repeal in accordance with Ohio Revised Code Section 3734.573.

WHEREAS; the District has provided a copy of the adopted resolution abolishing the generation fees for ratification to each of the legislative authorities of the District.

WHEREAS; an emergency exists in that the Village of Bluffton must decide whether it approves of said Resolution within sixty days of receipt of the Resolution.

**NOW, Therefore, Be It Resolved by the COUNCIL OF THE VILLAGE OF
BLUFFTON, OHIO THAT:**

1. The Village of Bluffton, Ohio:
 - a. _____ approves the Generation Fee Abolishment/Repeal; or
 - b. _____ disapproves the Generation Fee Abolishment/Repeal
2. The Clerk is hereby directed to send the District a copy of this resolution to the attention of Mr. Jack DeWitt, Executive Director, NCO Solid Waste District, 815 Shawnee Road, Suite D, Lima, OH 45805.
3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 _____, 2020 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



10-26-20

Jefferson Street Phase II - Timeline

- The estimated bid date will be in November 2020.
- Awarding of the project will occur by December 2020/January 2021.
- Sanitary and storm improvements begin by March of 2021.
- Roadway reconstruction by April of 2021.
- **Construction completion** by June of 2021.
- ★ The sidewalk and retaining wall construction will likely need to be completed in July of 2021 to coordinate with AEP transmission pole replacement project.

Downtown Bike Racks:

Project has **almost** been completed! Window decals from Masterpiece signs are the only remaining item.

Exit 140 Improvements

The placement and grading of fill by J&D Snyder has reduced the required guardrail needs and allowed District One ODOT to remove guardrail currently wrapped around Quarry Drive. Further plans for enhancing the area will involve the Bluffton In Bloom Committee. Updates to come.

Biannual hydrant flushing: has been completed!

Trick-or-Treat

Bluffton will hold Trick-or-Treat on Thursday, Oct. 29th from 6:00-7:30 pm. If you choose to participate in Trick-or-Treating, please turn on your porch light.

N. Main Crosswalk at Lake St.

- Jim's Excavating, Ft. Jennings, OH, installed ADA compliant curb ramps.
- Ennis-Flint representative provided training.
- PWD installed the new crosswalk using PreMark Preformed Thermoplastic Pavement Markings. This product will be used at other locations in town.
- Signage has been ordered, hopeful for install before next Council meeting.

Leaf Pick-up: Annual program has begun. Please follow guidelines below:

- ✓ Arrange leaves in long, narrow rows at the curb edge of the tree lawn.
- ✓ **DO NOT:** – place leaves in the gutter or roadway
- ✓ **DO NOT:** – place anything but leaves in the material to be removed. (No sticks/sod/etc.)

Blaze of Lights: Cultural Affairs has selected Nov. 7 to place annual lights (1.4 miles of LED lights).
Warm, dry forecast....

Council Committee Meetings: Request for meetings with:

- Utilities – Sewer Use Ordinance, Water & Sewer Rates
- Ordinance: Animal Ordinance