

Village of Bluffton Council Meeting Agenda

Bluffton Town Hall, Third Floor

November 23, 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, November 9, 2020

Bills

Committee Reports

Bluffton In Bloom - Cancelled
Parks and Recreation – 11/18 - Zoom
Streets, Alleys, Lights and Sidewalks – 11/18
Ordinance Committee – 11/19 - Zoom
Utilities Committee – 11/19

Boards & Commissions

Allen County Public Health – 11/12

LEGISLATION

ORDINANCE NO. 11-2020

3rd 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.

ORDINANCE NO. 12-2020

2nd Reading

AN ORDINANCE OF THE VILLAGE OF BLUFFTON, OHIO SETTING REGULATIONS ON ANIMALS WITHIN THE CORPORATION LIMITS

ORDINANCE NO. 13-2020

1st Reading

Emergency

AN ORDINANCE GRANTING CONSENT TO THE DIRECTOR OF TRANSPORTATION TO PAVE ASPHALT ON SR 103 IN ALLEN COUNTY IN THE VILLAGE OF BLUFFTON FROM THE RAILROAD WEST OF HUBER STREET TO THE HANCOCK COUNTY LINE AND DECLARING AN EMERGENCY

RESOLUTION NO. 24-2020

3rd 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. 26-2020

2nd Reading

A RESOLUTION ACCEPTING THE OTTAWA WATER RATE OF \$2.44 PER 100 CU. FT. FOR 2021.

RESOLUTION 27-2020

2nd Reading

Emergency

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE JOHNNY APPLESEED METROPOLITAN PARK DISTRICT FOR THE PURPOSE OF MAKING APPLICATION AND ACCEPTING FUNDS FROM THE 2021 COOPERATIVE PARK IMPROVEMENT GRANT PROGRAM AND DECLARING AN EMERGENCY

Village Administration Report:

Safety Services Reports:

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

Council Meeting – Monday, November 23, at 7:00 pm

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

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting November 9, 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 October 26, 2020. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

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

The fiscal officer gave the following readings:

2nd Reading:

Ordinance No. 11-2020 - 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. Cupples motioned to adopt the Ordinance, seconded by Sehlhorst. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

1st Reading:

Ordinance No. 12-2020 – An Ordinance of the Village of Bluffton, Ohio setting regulations on animals within the corporation limits. Kingsley motioned to adopt the Ordinance, seconded by Sehlhorst. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

2nd Reading:

Resolution 24-2020 – Agreement between the State of Ohio Department of Transportation and the Village of Bluffton, Ohio for the removal of snow and ice. Stahl 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.

1st Reading:

Resolution 26-2020 – A Resolution accepting the Ottawa water rate of \$2.44 per 100 Cu. Ft. for 2021. Steiner motioned to adopt the Resolution, seconded by Talavinia. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

1st Reading:

Resolution 27-2020 – A Resolution authorizing the Village Administrator to enter into an agreement with the Johnny Appleseed Metropolitan Park District for the purpose of making application and accepting funds from the 2021 Cooperative Park Improvement Grant fund. Stahl motioned to adopt the Resolution, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

Talavinia motioned, seconded by Cupples, to approve the addition of Amanda Mortimer as a new EMT under a 6-month probationary period. 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.

Bluffton in Bloom – Tuesday, 11/17 at 7:00 p.m.

Parks & Recreation Committee – Wednesday, 11/18 at noon, via Zoom.

Streets, Alleys, Lights & Sidewalk Committee – Wednesday, 11/18 at 7:00 p.m.

Ordinance Committee – Thursday, 11/19 at noon, via Zoom.

Utilities Committee – Thursday, 11/19 at 7:00 p.m.

Council Meeting – Monday, 11/23 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 11/23/2020

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ACCENT BUSINESS COMMUNICATIONS	781.60	Administrative	PHONES
ALLOWAY TESTING	1,338.90	Multiple	TESTING
AMERICAN ELECTRIC POWER	3,899.20	Multiple	ELECTRIC
ANGIE ESSINGER	187.20	Multiple	PETTY CASH REIMBURSEMENT
ANTHEM BLUE CROSS BLUE SHIELD	19,699.79	Multiple	HEALTH INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	886.28	Multiple	LIFE, VISION, AND DENTAL INSURANCE
BEST SOLUTIONS MEDICAL SUPPLIES & EQUIPMENT	650.00	Rescue	N95 MASKS
BLANCHARD RIVER WATERSHED	1,500.00	Administrative	2020 BLANCHARD WATERSHED SUPPORT
BLUFFTON PAVING, INC.	19,784.00	Park	VILLAGE PARK ADA PAVING
BLUFFTON STONE CO.	104.55	Multiple	STONE
BLUFFTON STONE CO.	508.43	Park	STONE
BRYAN LLOYD	164.61	Multiple	TRAINING
CINTAS	112.21	Administrative	UNIFORMS 10/27
CINTAS	112.21	Administrative	UNIFORMS 11/10
CVS HEALTH	75.00	Administrative	FLU SHOTS
DOMINION EAST GAS	514.31	Multiple	NATURAL GAS
EVERETT J PRESCOTT INC	1,500.00	Water	SUPPLIES
GREAT LAKES BILLING ASSOCIATES, INC.	1,843.63	Rescue	EMS BILLING SVC.
HACKENBERG, FEIGNER, BISHOP & WERTH, LLC	1,175.00	Administrative	SOLICITOR FEES
HANCOCK-WOOD ELECTRIC CO-OP	58.00	Multiple	ELECTRICITY
HANCOCK-WOOD ELECTRIC CO-OP	165.45	Multiple	ELECTRICITY
HUBER TECHNOLOGY	2,124.00	Sewer	SCREEN SOLENOIDS
KLEEM	4,767.28	Street	STREET SIGNS
LEIBER GARAGE	45.92	Police	PD AUTO REPAIRS
MINTEYS MAIDS	75.00	Administrative	TOWN HALL CLEANING 11/12
MINTEYS MAIDS	75.00	Administrative	TOWN HALL CLEANING 11/19
NANCY KINDLE	90.00	Administrative	UTILITY CONSULTING HOURS
NEIDERT'S MOWERS SALES & SERVICE	76.10	Park	BELT FOR MOWER
OEM AUTO RECYCLERS	175.00	Street	CAR TAIL LIGHT
OHIO CAT	763.68	Administrative	EQUIPMENT RENTAL - BLAZE
OHIO CAT	756.68	Administrative	EQUIPMENT RENTAL - BLAZE
OHIO CRIME PREVENTION ASSN.	50.00	Police	OCPA MEMBERSHIP
PATTERSON POOLS	29,595.00	Pool	POOL REPAIR
PERRY CORPORATION	1,747.61	Administrative	IT CONTRACT
PHILLIPS, SCOTT	91.72	Multiple	TRAINING
RICHLAND ENGINEERING	25,014.87	Airport	TAXIWAY REHAB & BEACON LIGHTS
RUMPKE	23,310.38	Refuse	TRASH SERVICES
RUSH TRUCK CENTER	189.85	Street	TRUCK REPAIR
RYAN BURKHOLDER	84.17	Police	PETTY CASH REIMBURSEMENT
SAM'S CLUB	57.27	Police	SUPPLIES
SHELL FLEET PLUS	1,349.88	Multiple	FUEL
STAPLES BUSINESS ADVANTAGE	306.34	Multiple	OFFICE SUPPLIES
STAPLES BUSINESS ADVANTAGE	29.46	Multiple	OFFICE SUPPLIES
STRATTON GREENHOUSES	937.35	Street	TREE REPLACEMENT
STUMPS FIRE EXTINGUISHER CO.	1,618.20	Land & Buildings	FIRE EXTINGUISHER SERVICE
TIME WARNER CABLE	39.99	Multiple	CABLE
TOMMY TIRE SALES LLC	157.70	Street	LEAF TRUCK TIRE
TREASURER, STATE OF OHIO	1,373.58	Sewer	EPA-PTI
TSYS Health Services	47.00	Rescue	EMS MERCHANT SERVICES

USA BLUE BOOK
VERIZON WIRELESS
VILLAGE OF OTTAWA
WAYNE AUGSBURGER

2,590.35	Sewer
85.78	Multiple
38,083.80	Water
5,922.25	Park
<u>190,484.68</u>	

SUPPLIES
CELL PHONES
WATER
ADA @ VILLAGE PARK

OCTOBER FIRE & EMS	4,623.67
MEDICARE	67.03
OPERS	272.00
FICA	102.45

BIWEEKLY PAYROLL 11/20/20	41,883.84
MEDICARE	570.97
OPERS	2,359.10
OP&F	2,184.89

Council Signature : _____

Date: _____

Village of Bluffton, Ohio Statement of Cash Position

From: 1/1/2020 to 11/30/2020
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	\$2,507,176.70	\$1,661,993.15	\$0.00	\$961,500.00	\$1,740,436.09	\$102,669.66	\$1,637,766.43
B1	STREET FUND	\$563,730.19	\$200,559.42	\$380,574.99	\$0.00	\$0.00	\$383,714.62	\$295,142.40	\$88,572.22
B2	STATE HIGHWAY FUND	\$70,005.77	\$13,765.82	\$0.00	\$0.00	\$0.00	\$83,771.59	\$0.00	\$83,771.59
B3	CEMETARY FUND	\$18,795.99	\$17,384.00	\$21,873.69	\$0.00	\$0.00	\$14,306.30	\$60.95	\$14,245.35
B4	PARK FUND	\$10,474.64	\$0.00	\$131,813.02	\$220,000.00	\$0.00	\$98,661.62	\$55,721.87	\$42,939.75
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	\$3,100.00	\$85,075.92
D4	SWIMMING POOL IMPROV	\$19,285.40	\$0.00	\$36,945.00	\$15,000.00	\$0.00	(\$2,659.60)	\$0.00	(\$2,659.60)
D5	EQUIPMENT REPLACEME	\$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	\$62,720.03	\$0.00	\$0.00	\$116,502.79	\$45,706.43	\$70,796.36
D8	TOWN HALL IMPROVEMEN	\$311,734.10	\$0.00	\$4,022.48	\$0.00	\$0.00	\$307,711.62	\$45,000.00	\$262,711.62
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	\$765,324.61	\$642,461.04	\$0.00	\$0.00	\$195,172.99	\$135,273.08	\$59,899.91
E2	SEWER FUND	\$82,710.04	\$630,905.86	\$549,435.10	\$0.00	\$0.00	\$164,180.80	\$90,271.98	\$73,908.82
E7	REFUSE FUND	\$89,288.50	\$234,046.54	\$258,575.04	\$0.00	\$0.00	\$64,760.00	\$60,000.00	\$4,760.00
E9	WATER/ SEWER IMPROVE	\$321,226.66	\$505,602.72	\$1,294,160.59	\$644,000.00	\$0.00	\$176,668.79	\$206,342.08	(\$29,673.29)
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	\$3,122.58	\$0.00	\$0.00	\$498.17	\$0.00	\$498.17
F5	UTILITY RECOVERY	\$1,956.12	\$474.40	\$0.00	\$0.00	\$0.00	\$1,956.12	\$0.00	\$1,956.12
F6	NATIONAL NIGHT OUT	\$4,401.37	\$0.00	\$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 - 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	\$4,904,446.44	\$5,140,171.26	\$961,500.00	\$961,500.00	\$3,547,667.46	\$1,040,803.54	\$2,506,863.92

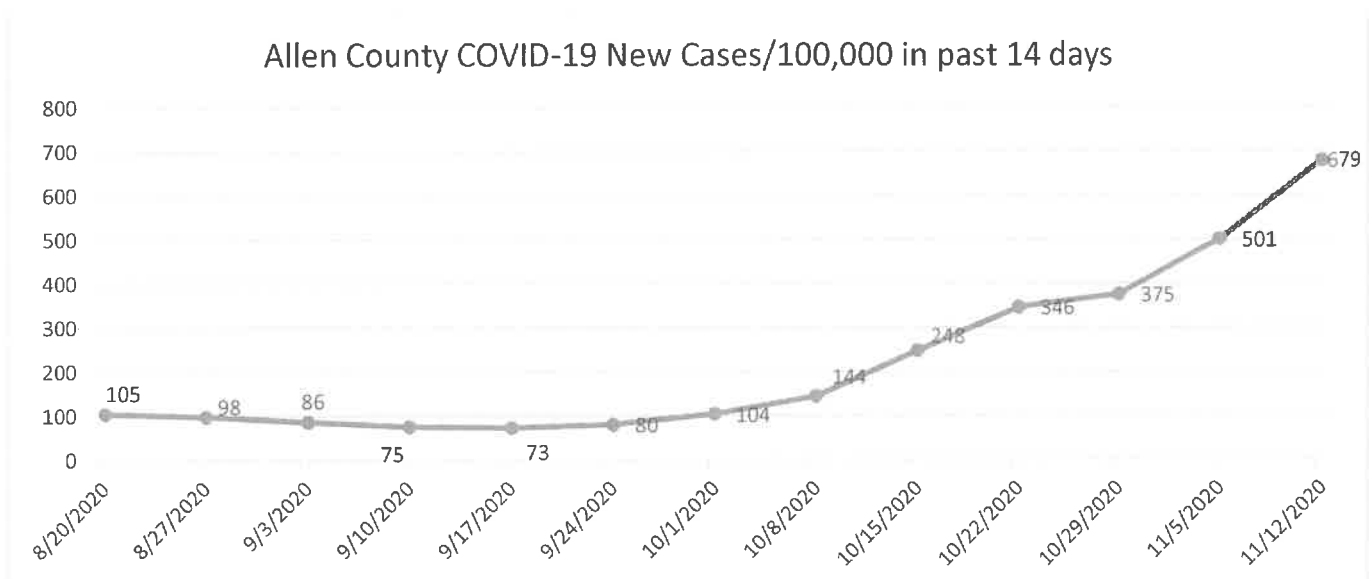
Public Health Alert: COVID-19 Cases Alarming High

November 12, 2020

According to the Ohio Department of Health the number of new COVID-19 cases per capita for Allen County is 679. This number represents the number of new cases per 100,000 people in Allen County over the past 14 days.

Local public health officials are noting a drastic increase in the number of new daily reported cases:

- There have been 871 newly reported cases to date in November, and 25 hospitalizations
- Allen County is averaging 73 newly reported cases per day in November, with the past 2 days this week reporting new cases in the 90s, and today's new case number over 100 for the first time, at 119.



Data Source: Ohio Department of Health, <https://coronavirus.ohio.gov/wps/portal/gov/covid-19/public-health-advisory-system/>

Reinforced Governor's Orders Announced November 11, 2020

Revised Mask Order

To protect frontline workers and customers, the Ohio Department of Health will reissue Ohio's mask order, originally issued July 23, 2020, and add the following provisions:

- Each store will be required to post a sign outlining face-covering requirements at all public entrances to the store;
- Each store will be responsible for ensuring that customers and employees are wearing masks; and

- A new Retail Compliance Unit, comprised of agents led by the Ohio Bureau of Workers' Compensation, will inspect to ensure compliance. A first violation will result in a written warning and a second violation will result in closure of the store for up to 24 hours.

New Social Gathering Order

Ohio's April order that limits public events and private gatherings of more than 10 people is still in effect, however, there has been rampant spread of the virus as a result of banquets, wedding receptions, and social gatherings following funerals.

To address the tragedies that have resulted from such events, the Ohio Department of Health will issue an order that will place significant new restrictions on these social activities. Specifically, open congregate areas will no longer be permitted to open, and everyone will be required to be seated and masked unless they are actively consuming food or drinks.

Bars, restaurants, and fitness centers may remain open, but this will be reassessed one week from today for potential closure.

Everyone Must Help Slow the Spread of COVID-19

Quarantine and Isolation

QUARANTINE keeps someone who was in close contact (within 6 feet for at least 15 minutes in a day) with someone who has COVID-19 away from others.

STAY HOME until 14 days from your last contact.
STAY AWAY from people as much as possible.

ISOLATION keeps someone who is sick (or tested positive for COVID-19 without symptoms) away from others, even in their own home, as much as possible.

STAY HOME for 10 days since first symptoms; AND 24 hours with no fever; AND symptoms have improved, or
STAY HOME for 10 days from a positive test (if not ill)

**PLEASE DO NOT WAIT TO HEAR FROM THE HEALTH DEPARTMENT
TO BEGIN QUARANTINE OR ISOLATION!**

BEGIN ISOLATION IMMEDIATELY IF:

- **YOU FEEL SICK**
- **YOU ARE WAITING FOR A TEST RESULT**
- **YOU RECEIVE A POSITIVE TEST RESULT**

Continue isolation as described above.

BEGIN QUARANTINE AS SOON AS:

- **SOMEONE YOU HAVE BEEN IN CLOSE CONTACT WITH TELLS YOU THEY HAVE TESTED POSITIVE FOR COVID-19**
- **SOMEONE IN YOUR HOUSEHOLD HAS COVID-19**

Continue quarantine as described above.

Social distancing only works if we all participate.

Allen County continues to experience community spread of COVID-19. Many people are feeling the effects of COVID-19, whether it is because someone in their family is sick, or someone in their family has to quarantine. Everyone must comply with safety measures in and out of school or work to help slow the community spread.

Consider these facts:

- The virus that causes COVID-19 spreads from person to person, even before symptoms start. Being in close contact with other people makes it more likely that more people will continue to get sick.
- Most of the people who have gotten sick recently report being in close contact with others at parties, weddings, and other day-to-day activities.
- We need everyone to help slow the spread of the coronavirus. As we approach the holidays, we have to keep our guard up and remember we still need to do things differently.
- Businesses and schools are taking extra measures to limit contact between people so they can be open. We all need to remember to make these same adjustments in our own social circles.

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

- Will all participants present be able to maintain distancing of at least 6 feet apart from one another?
- Will participants be wearing face coverings consistently and correctly, e.g. taken off only if actively eating or drinking?
- Will hand washing and sanitizing opportunities be readily available?
- Will cleaning and disinfecting be conducted regularly?
- Will there be only a small number of people present, e.g. no crowds?

If you can't answer yes to these questions you need to reconsider participating in that activity.

COVID-19 Symptoms

Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

Fever or chills	Cough
Fatigue	Sore throat
Muscle or body aches	Headache
New loss of taste or smell	Congestion/runny nose
Shortness of breath	Difficulty breathing
Nausea or vomiting	Diarrhea

Look for emergency warning signs for COVID-19.

If someone is showing any of these signs, seek emergency medical care immediately:

Severe Trouble breathing
Persistent pain or pressure in the chest
New confusion
Inability to wake or stay awake
Bluish lips or face

Parks & Rec - Minutes
Village of Bluffton
Via Zoom
November 18th, 2020

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

Start: 12:03 End: 12:58

Topics: Park improvements, Johnny Appleseed Metropolitan Park District (JAMPD) Grant application, future projects

Minutes:

- 2020 Village park improvements (with \$15k JAMPD grant assistance)
 - Added two handicap parking spaces and an asphalt pathway/viewing platform to the field closest to County Line Rd. Added two handicap parking spaces between the t-ball and softball fields; concrete connectivity from the parking lot to the concession stand and playground. Concrete path from the concession stand to the t-ball field viewing platform.
- Asking for \$15k grant in 2021 to assist with one of the below projects:
 - Soccer Field Parking
 - \$32,200 for 1,556 sy of asphalt + concrete pathway and viewing platform
 - HS Baseball Parking
 - \$37,000
 - 2 ADA parking spaces, 1 van accessible
 - Pathway with viewing platform
 - Move ADA portable bathroom closer to shelter house with new concrete pad
- Potential Future Projects
 - Looking into annexing 105 acre Motter Metro Park (currently owned by JAMPD). Administration is checking into deed restrictions and if the JAMPD board has any interest. A long-term goal would include a way to get from the Parkview subdivision to Motter Metro Park walking paths.
 - Administration exploring options (retention ponds, etc) near Village Park to mitigate future flooding events. Talking with the Army Corp of Engineers to see if there's sufficient reason to move forward.

Ben Stahl

Mitchell Kingsley

November 18, 2020

Streets Meeting Start: 7-8 pm

Present: Joe Sehlhorst, Jerry Cupples, Mayor Rich Johnson, Admin. Jesse Blackburn;
Streets Meeting

Topic 1: Connectivity Projects

- See Attachment
- Project added to list: Jackson St. into Parkview Development
- Project eliminated: Eugro to W. Elm

Topic 2: Permissive Tax

- Administration and County Engineer gathering data for what actually will be collected.
- Notes from July 2019 Council Meeting:
 - o Ord. 5-19, 6-19 for 2 Permissive (\$5 each) license fee tax ORC 4504.171 and .172. All council supported. Will raise an additional estimated \$34,680. Currently, permissive tax funding is \$26,070. Total Annual New \$60,750. Monies only apply for certain streets designated by county engineer as primary and secondary based upon their relative importance to the orderly and efficient flow of traffic within and through the county.
 - o Streets include: Augsburger, Bentley, Cherry St, Church, College, Columbus Grove-Bluffton Rd, Elm, Geiger, Grove, Hancock Co. Line, Harmon, Jackson, Jefferson, Kibler, Lawn, Main, Riley, Spring, Snider.

Topic 3: Cherry St. Parking Talks Continue

- o See Attachment for Street widths
- o Discussed parking elimination or improvements on Cherry St. from Geiger to County Line Rd.
- o Discussion and information to be gathered.

Topic 4: Basketball Poles Facing Road

- Advise the public to take extreme caution while playing on the street and respect vehicles driving through.

Topic 5: Jefferson St. Phase 2: Crosswalk

- See Attachment
- Administration presented drawing where new crosswalks are expected to be placed.
- Location: Near Railroad Tracks crossing Jefferson St. and Huber St.

Connectivity Projects

Priority Ranking

Section	Linear Feet
East College Avenue Gap	475
Cherry Street- Greding to County Line	675
County Line: E. College- East. Elm	520
County Line: E. Elm to SR 103	360
Eugene to W. Elm	430
Bentley: Campus View to Augusbürger	2,500
Bentley: Augsbürger to Riley	1,600
Riley: Bentley to Spring Street	3,575
S. Main: Existing to Corp Limit	2,320
Harmon: Gaps and Garau to Bentley	1,030
Bentley: Harmon to Main	450
Jefferson: Bike Path to County Line Road	1,500
Jefferson: County Line Road to Overpass	2,700

Jackson St - Parker's

DONE
DONE
DONE
2022
 Pathway

DONE
DONE
2025
 Pathway
 Pathway
 *Planned Pathway

2023
2021
2023
 Pathway



346 CHERRY

28'

424 CHERRY

26.1'

470 CHERRY

26'

504 CHERRY

26.4'

§ 152.054 STREET DESIGN STANDARDS.

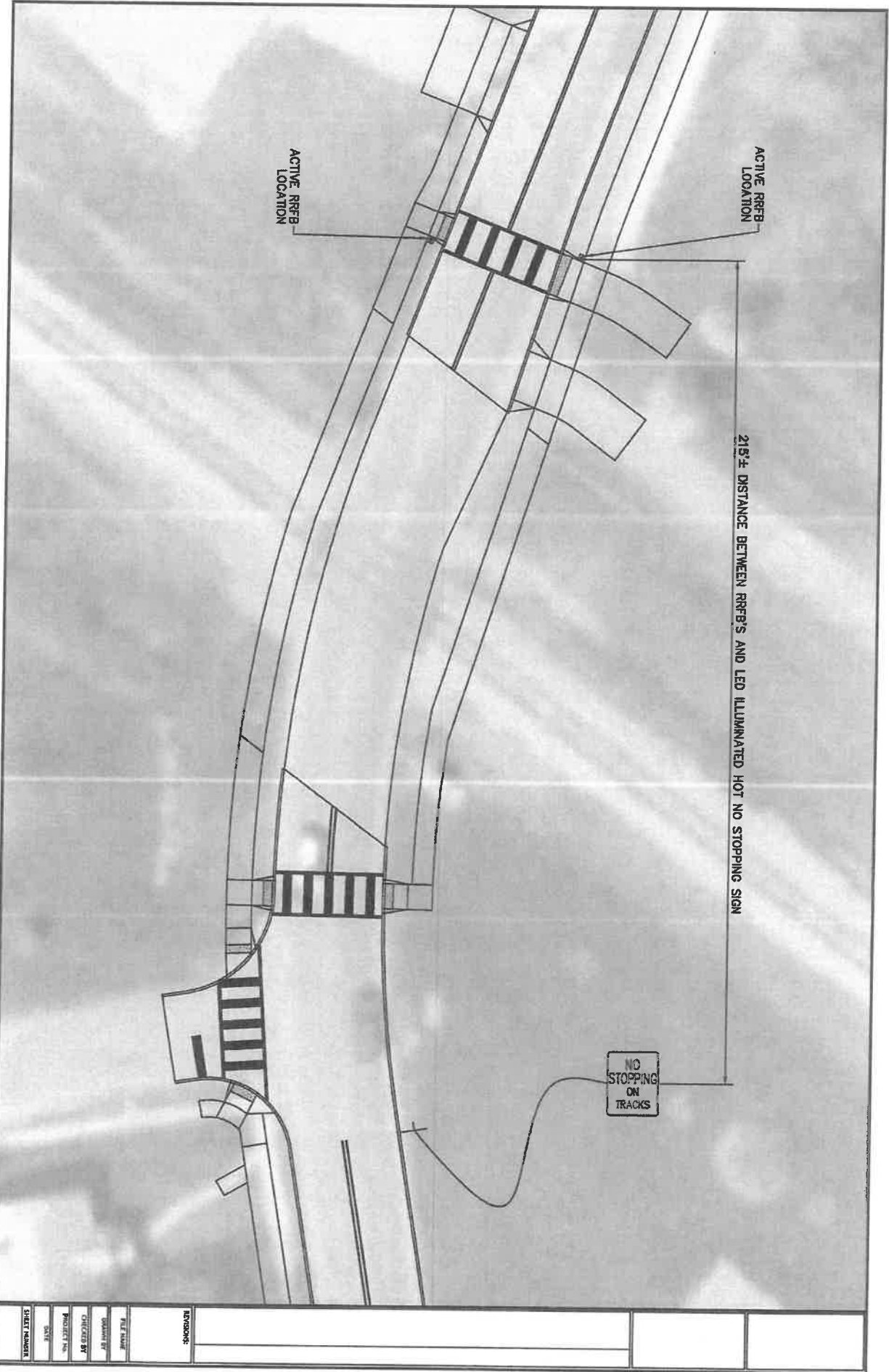
The design and improvement standards contained in Table 2 in this section are suggested as minimum design standards. All streets shall be designed and constructed in accordance with the standards specified in Table 2 in this section, Appendix A in this chapter, and the adopted county stormwater management and sediment control regulations (Appendix C), as well as stormwater design specifications.

Table 2: Street Design Standards

	Local Streets			FHWA Classification
	Cul-de- sac	Residential	Sub- collector	Collector
Number of lanes	2	2	2	3
Street width f/f* curb				
Parking one side f/f curb	28 ft.	28 ft.	36 ft.	NA
Parking both side f/f curb	36 ft.	36 ft.	NA	NA

	20 ft.	20 ft.	26 ft.	36 ft.
Border area	11 ft. curb/RW	11 ft. curb/RW	12 ft.	12 ft.
Minimum right-of-way	50 ft.	50 ft.	60 ft.	80 ft.
Sidewalks	4 ft.	4 ft.	4 ft.	4 ft.
Design speed	25—30 mph	25—30 mph	35 mph	45 mph
Minimum stopping sight distance	200 ft.	200 ft.	225 ft.	325 ft.
Minimum centerline radius	50 ft.	50 ft.	100 ft.	575 ft. (10 degrees)
Maximum grade	7%	7%	7%	6%
Minimum curb radii	25 ft.	25 ft.	30 ft.	40 ft.
Minimum distance from end of curb radius to first curb cut	20 ft.	20 ft.	30 ft.	40 ft.**
Minimum tan. curb between drives	4 ft.	4 ft.	4 ft.	4 ft.
Maximum amount of property	30%	30%	30%	40%

Phase 2: Crosswalk Jefferson Pl. 2



REVISIONS
FILE NAME
DESIGNED BY
CHECKED BY
PROJECT No.
DATE
SHEET NUMBER

Ordinance Committee Minutes

Village of Bluffton

November 19, 2020

Present: Joe Sehlhorst, Mitch Kingsley

Staff: Jesse Blackburn, Bryan Lloyd

Public: David Anderson

TOPICS: ANIMALS

I. ANIMAL ORDINANCE

- The ordinance is currently past its first reading. Some issues were raised in the Council at the first reading.

In response we are deciding to remove what was Section 90.02 (B) (2)(c) concerning a female animal in estrus. The sections below that were moved up one letter.

- Question about what an initial animal application is seeking. Is it a permit or a registration? We decided to keep “permit” for now. The document does suggest a conditional allowing the applicant to keep animals. However, the condition for such activity is that they not allow the animal(s) to become a nuisance.

- Decided to ask staff to make up an application form for the permit. This form would request basic information about the type and number of animals and circumstances for their care: like enclosure and shelter. The application would also state some basic parameters to guide applicants away from an automatic nuisance (eg., no confinement or 50 chickens)

Second reading of the ordinance will have the change noted above.

Submitted,

Joe Sehlhorst

Mitchell Kingsley

**Village of Bluffton
Utility Committee Meeting
November 19, 2020 @ 7:00 PM**

Council Utility Committee members present David Steiner & Jerry Cupples

Staff present: Jesse Blackburn, Village Administrator

Available water usage data was reviewed by the committee. It appears, based on the data presented there are significant leaks in the system. There was discussion regarding how to find and fix leaks.

At 8:00 PM the committee adjourned the meeting.

David Steiner

Jerry Cupples

MR 689

08/2020

ORDINANCE NO. 11

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:

ORDINANCE NO. 12-2020

AN ORDINANCE OF THE VILLAGE OF BLUFFTON, OHIO SETTING REGULATIONS ON ANIMALS WITHIN THE CORPORATION LIMITS

WHEREAS: The Village of Bluffton has determined it necessary to establish an enforceable set of regulations regarding the keeping of animals within the Corporation Limits of Bluffton, Ohio, and;

WHEREAS: These regulations are attached in the following Exhibit 1.

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

SECTION 1: The attached Exhibit 1 shall be approved as Ordinance No. 12-2020 to be added to the collection of Codified Ordinances of the Village of Bluffton, Ohio.

SECTION2: 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

EXHIBIT 1:

The 'CHICKEN MAY NOT CROSS THE ROAD' ORDINANCE

Animals are fundamental for human life. They provide food and contribute to the balance of the natural order that is essential for people. In addition to the physical well-being of humans and the natural order animals provide psychological and emotional support to people.

In spite of the many benefits of animals for people, animals can also be a source of danger for public health and safety. Animals may present potential for injury to and disease when unregulated among human populations. Animals may also be the cause of annoyance and discomfort to people.

Because they are essential for human existence animals should be accorded respect and proper care and maintenance. It is in the best interests of the Village of Bluffton to allow the use and presence of animals in the Village while regulating the conditions under which they are present for the well-being of all.

90.01 PERMIT REQUIRED FOR CERTAIN ANIMALS; FEE.

(A) Residents of the Village who keep animals outside are required to have a permit. Keeping dogs and cats is excepted from this requirement so long as they do not become a nuisance as defined below. Also, see ORC 955.01 for Ohio State requirement of a license for all dogs over three months of age.

(B) Permits are issued by household and the cost of each permit shall be ten dollars (\$10.00). Permits must be updated to reflect changes to the current animals being kept.

(C) Further rules and regulations governing the issuance of such permits shall be promulgated by the Zoning Officer.

(D) Prohibited animals. It shall be unlawful for any person to keep, maintain, or have possession or under his control live within the Village of Bluffton any of the following animals:

- (1) Any animal declared protected or endangered by the U.S. Department of Interior or the Ohio Revised Code.
- (2) All venomous reptiles and venomous snakes.
- (3) Bears (ursidae).
- (4) All wild Canids, that is: wolves, foxes, jackals, dingo, coyote.
- (5) Civet.
- (6) Crocodilians, that is: alligators, crocodiles, caimans, gahrials.
- (7) All wild cats and hybrids of wild and domesticated cats.
- (8) Anthropoid apes.
- (9) Marsupials.

- (10) Procyonidae
- (11) Non-domesticated weasels.

The provisions of 90.01(D) shall not apply to following:

- (a) Licensed medical and licensed educational institutions,
- (b) Licensed rehabilitation facilities and licensed nuisance trappers,
- (c) Licensed veterinary hospital
- (d) Any circus or rodeo.

(E) Any person keeping an animal who does not have a permit shall have ten days after receipt of notice of violation to register and get a permit. If the person fails to get a permit within the period required Village personnel may remove any such animal at the expense of the person keeping or harboring such animal(s).

(F) Any person keeping dogs or cats who receives an Order to Abate a nuisance under Section 90.02 may be required in that Order to register for a permit under this Section.

(G) Whoever violates this section is guilty of a minor misdemeanor and may be fined not in excess of \$150.00.

90.02 ANIMAL NUISANCE

(A) It shall be unlawful for a person, owner, or keeper to permit or cause an animal to create or maintain a nuisance.

(B) NUISANCE defined.

(1) Any act of an animal or its owner that disturbs the rights and privileges common to the public; or that diminishes enjoyment of private property; or that damages real or personal property; or that threatens the safety of a member of the general public; or that diminishes the general health and welfare of the public.

(2) Actions defined as a NUISANCE include, but are not limited to:

- (a) Allowing an animal to be at large;
- (b) Allowing an animal to cause damage or to soil the real or personal property of another;
- (c) Allowing an animal to habitually or repeatedly disturb, interfere with or annoy human beings;
- (d) Allowing an animal to chase, snap at, or otherwise molest persons or other animals;
- (e) Allowing an animal to loiter on public or private places; or
- (f) Keeping or harboring an animal that is diseased or unsafe to the health of the public without seeking the care of a licensed veterinarian.

Also, see ORC 955.11 for definition of a dangerous dog and rules for transferring ownership of such.

(C) If the Zoning Officer or a law enforcement officer observes a violation of this section or the Zoning Officer receives a written, signed complaint from any other person alleging that any person, owner, or keeper is creating or maintaining a nuisance by keeping an animal, the Zoning Officer shall cause the owner or keeper of the animal in question to be notified that a complaint has been received; shall investigate the situation; and shall prepare a written report.

(D) The written report of the Zoning Officer shall include a decision by the Zoning Officer of whether a violation of this section has occurred.

(E) If the Zoning Officer determines that a violation of this section has occurred they shall issue a written Order to Abate the nuisance to the person who is keeping the animal. The person who is issued the Order to Abate shall have a period of 10 days to abate the stated nuisance.

(F) If, after 10 days as is designated in an abatement order, the nuisance is not abated, the owner or keeper may be issued a civil penalty or other appropriate legal remedy, which may include an order: to register for a permit; to remove the animal or animals from their property; to pay a fine; to restore, repair or pay for damage caused by the animal; or to take specific measures to mitigate the nuisance condition. Such order shall include a period within which such action must be completed, not to exceed 30 days.

90.03 RIGHT TO APPEAL

(A) Any Village Resident who has received an Order to Abate has the right to appeal the Order in writing to the Village Council within 10 days of receiving the Order.

90.04 PENALTY

Any person who has received but failed to comply with an order under Section 90.02 (F) shall be guilty of a 4th degree misdemeanor with a penalty of up to 30 days in jail and a fine up to \$250.00.

Preliminary Consent Legislation

Ordinance #13-2020

County/Route/Section: HAN/ALL US 224/SR 103-5.25/1.79

The following is an ordinance enacted by the Village of Bluffton, Allen County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the LPA has identified the need for the described project:

This project proposes to pave asphalt on the following State Routes:

- SR 103 in Allen County in the Village of Bluffton from the railroad west of Huber Street to the Hancock County line
- US 224 in Hancock County from SR 235 to just west of the west corporation limits of the City of Findlay
- Raise the roadway elevation on US 224 roughly two feet at the intersection of CR 223

WHEREAS, a portion of the described project is within the Village corporation limits.

NOW THEREFORE, be it ordained by the Village of Bluffton of Allen County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

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

ODOT and FHWA shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event that the Village requests certain features or appurtenances to be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State to be not necessary for the State's project, the Village shall contribute 100% of the cost of those items.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required (if applicable) for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

SECTION V - Maintenance

Maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The Mayor of said Village of Bluffton is hereby empowered on behalf of the Village of Bluffton to enter into agreements with the Director of Transportation necessary to complete the above described project.

Passed: _____, 20____.
(Date)

Attested: _____
(Clerk)

(Mayor)

Attested: _____

(President of Council)

This ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

Village of Bluffton of Allen County, Ohio

I, _____, as Clerk of the Village of Bluffton of Allen County, Ohio, do hereby certify that the foregoing is a true and correct copy of ordinance adopted by the legislative Authority of the said Village of Bluffton 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 certified of publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 20____.

Clerk

(SEAL)
(If Applicable)

Village of Bluffton of Allen County, Oh.

The foregoing is accepted as a basis for proceeding with the project herein described.
For the Village of Bluffton of Allen County, Ohio

_____, Date _____
Contractual Officer (Mayor)

Attest: _____

For the State of Ohio

_____, Date _____
Director, Ohio Department of Transportation

Attest: _____

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: _____

RESOLUTION NO. 26-2020

A RESOLUTION TO ACCEPT THE RATE CHARGED BY THE VILLAGE OF OTTAWA, OHIO TO THE VILLAGE OF BLUFFTON, OHIO FOR BULK WATER BEGINNING JANUARY 1, 2021

WHEREAS: The Village of Ottawa and the Village of Bluffton meet and agree each year on the rate that is charged for water purchased by the Village of Bluffton under its existing water contract,

WHEREAS: An emergency exists in that the timeliness of the approval of the Bulk Water Rate is necessary for the preservation of the health, safety, and welfare of the citizens of the Village of Bluffton, Ohio;

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

SECTION 1: That the Village of Bluffton accepts the negotiated water rate charged by the Village of Ottawa, Ohio beginning on January 1, 2021 as follows:

\$2.44 per CCF

SECTION 2: That an emergency exists for the reasons set forth in this resolution

SECTION 3: That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were 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 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 _____, 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

RESOLUTION NO. 27-2020

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE JOHNNY APPLESEED METROPOLITAN PARK DISTRICT FOR THE PURPOSE OF MAKING APPLICATION AND ACCEPTING FUNDS FROM THE 2021 COOPERATIVE PARK IMPROVEMENT GRANT PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the Commissioners of the Johnny Appleseed Metropolitan Park and the Village of Bluffton desire to provide improved and increased recreational opportunities to residents in the areas each organization services; and

WHEREAS, It is the intent of the Board of Park Commissioners to make funding available to political subdivisions of the State of Ohio throughout Allen county as enabled by the provisions of Section 1545.14 of the Ohio Revised Code.

WHEREAS, an emergency exists in that the timeliness of the approved agreement is necessary for accepting available grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE JOHNNY APPLESEED METROPOLITAN PARK DISTRICT AND THE COUNCIL OF THE VILLAGE OF BLUFFTON, OHIO.

Section 1. That the Johnny Appleseed Metropolitan Park District and the Village of Bluffton agree to cooperate for the purpose of improving public parklands under the terms and provisions of the Cooperative Park Improvements Grant Program administered by the Board of Park Commissioners for a period of one year and from year to year thereafter, unless terminated by either party upon thirty (30) days written notice to the other party.

Section 2. That the Village Administrator, of the Village of Bluffton is authorized to make application for Grant Program funding to the Board of Park Commissioners for the 2021 fiscal year.

Section 3. That an emergency exists for the reasons set forth in this resolution

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution 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 action were in open meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Passed and adopted the _____ day of _____, 2020, by the governing board of the Village of Bluffton:

Ayes: _____ Noes: _____ Abstain: _____

Attest _____

Fiscal Officer

Mayor

Approved as to Form: _____

Village Solicitor

Village of Bluffton
Administration's Report

To: Mayor Johnson & Council Members



11-23-20

Jefferson Street Phase II

- Bid opening Thursday, December 3rd at 10:00 am
- Construction begins early 2021

Leaf Pick-up:

As reported previously: Leaf machine is 30+ years old and has needed extra amounts of TLC this year. **Thanks to the PWD** for their skills in getting the machine through another season!

Utility Billing Software update:

Since 2107, Software Solutions has provided the Visual Intelligence Portfolio (VIP)) for Accounting and Payroll used by the Fiscal Officer. The Utility Billing department has been in the que for this update for several years. Training program has finally started! More updates to follow.

Signage Updates:

- Additional pedestrian and Public Parking signage has been added to several locations.
- Thanks to Masterpiece Signs for the window decals providing direction to downtown bike racks!

Blaze of Lights:



Enjoy the first (and hopefully only) virtual Blaze of Lights Event!

Town Hall Security Update

Project has been completed.

Council Committee Meetings: Request for meetings with:





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



Police Activity Summary
October 2020

Police Calls for Service – 372
Traffic Stops – 60
Citations – 11

Citations

Driving Under Suspension	-	4
Speed	-	6
Traffic Control Device – Stop Sign	-	1
Total	-	11

Complaint Reports

Civil	-	1
Criminal Damaging	-	3
Driving Under Suspension	-	4
Junk / Abandoned Vehicle	-	1
Miscellaneous	-	4
Telephone Harassment	-	1
Theft	-	3
Warrant	-	2
Total	-	19

- Theft loss for October is \$420.00 with \$0.00 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	0	0	0			2
Assault	3	0	0	0	1	4	1	3	2	0			14
Contact Complaint	0	0	0	0	0	0	0	0	0	0			0
Fire Runs	0	0	0	0	1	1	0	0	0	0			2
Prowler	0	0	0	0	0	0	0	0	0	1			1
Criminal Damaging	2	0	2	2	3	1	2	2	4	4			22
Unruly Juvenile	5	1	0	0	1	0	0	0	0	0			7
Meet the Officer	1	0	1	3	2	0	0	2	0	0			9
Escort	3	2	2	2	2	0	1	2	1	1			16
Animal Complaint	3	2	1	1	2	2	4	6	0	3			24
Breaking and Entering	1	2	1	0	2	5	0	2	1	0			14
Alarms, Burglar	8	7	13	6	10	9	19	8	12	11			103
Traffic Crash, Non-Injury	15	3	3	1	7	4	1	2	6	2			44
Traffic Crash, Injury	0	0	1	0	0	0	4	0	0	0			5
Traffic Crash, Hit-Skip	1	1	1	0	0	1	0	0	1	0			5
Intoxicated Driver	2	2	0	0	1	2	12	0	0	1			20
Investigate Vehicle	12	18	25	22	21	27	17	33	33	31			239
Motorist Assist	7	9	6	4	6	10	4	4	7	1			58
Complaint, Female	0	0	0	0	0	0	0	0	0	0			0
Rescue Needed / First Respond	0	2	0	0	0	0	0	0	0	0			2
Rescue Assist - Non Emergency	0	0	0	0	0	0	0	0	0	0			0
Robbery Complaint	0	0	0	0	0	0	0	0	0	0			0
Domestic	3	1	1	0	0	1	1	0	0	2			9
Mental Health Emergency	1	1	0	2	0	1	1	4	1	2			13
Missing Adult	0	0	0	0	0	0	0	0	0	0			0
Missing Juvenile	0	0	0	1	0	1	0	1	0	0			3
Back Up Officer	0	0	0	0	0	0	0	0	1	0			1
Shots Fired	1	0	0	0	2	0	0	0	0	1			4
Felonious Assault	0	0	0	0	0	0	0	0	0	0			0
Shoplifting Complaint	0	0	0	0	3	0	2	0	0	0			5

Building Checks	235	189	222	256	237	193	154	180	123	91			1880
Well Being Check	0	1	1	0	0	0	0	1	0	0			3
Warrant Service - Attempted	2	3	2	1	0	0	1	0	0	2			11
Receiving Stolen Property	0	0	0	0	0	0	0	0	0	0			0
Deceased Person	1	0	0	0	0	0	0	1	0	0			2
Urgent Call	0	0	0	0	0	0	0	0	0	0			0
Assist Officer	0	0	0	0	0	0	0	0	0	0			0
Foot Patrol	2	3	5	6	3	7	3	1	2	1			33
Bike Patrol	0	0	0	0	0	0	0	0	0	0			0
Court Assignment / Duties	1	2	2	4	4	1	10	5	11	0			40
Request Canine Assistance	10	7	4	0	0	0	0	1	0	0			22
Total	734	703	551	500	484	451	494	493	485	372	0	0	5267