

Village of Bluffton Council Meeting Agenda

Bluffton Town Hall, Third Floor

December 14, 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 23, 2020

Bills

Public Recognition: Thanks to Dan Bowden who has served this community for 45 years. Best wishes for an enjoyable retirement!

LEGISLATION

ORDINANCE NO. 12-2020

3rd Reading

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

RESOLUTION NO. 26-2020

3rd Reading

Emergency

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

RESOLUTION NO. 28-2020

1st Reading

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF JEFFERSON STREET IMPROVEMENTS, PHASE 2 PROJECT BETWEEN THE VILLAGE OF BLUFFTON, OHIO AND THE OHIO WATER DEVELOPMENT AUTHORITY.

Committee Reports

Ordinance – 12/09 - Zoom

Finance – 12/09

Boards & Commissions

Allen County Public Health

Pathway Board

Airport Commission

Village Administration Report:

Safety Services Reports:

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

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

Council Meeting – Monday, December 28, at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Regular meeting November 23, 2020 at 7:00 p.m.

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

Stahl motioned, seconded by Cupples, to approve the minutes from the regular council meeting held on November 9, 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:

3rd 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. Sehlhorst motioned to adopt the Ordinance, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

2nd 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.

1st Reading:

Ordinance No. 13-2020 – 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 St. to the Hancock County Line and declaring an emergency. Cupples motioned to suspend the rules, seconded by Sehlhorst. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved. Talavinia motioned to adopt the Ordinance, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

3rd 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. Steiner motioned to suspend the rules and declare an emergency, seconded by Cupples. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved. 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.

2nd 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 Stahl. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved.

2nd 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. Talavinia motioned to suspend the rules, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner and Talavinia. No (0), Abstain (0), motion approved. Stahl motioned to adopt the Resolution, seconded by Sehlhorst. 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 sending Coty Bohn to EMT school in January. 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.

Utilities Committee – Wednesday, 12/9 at 7:00 p.m.

Council Meeting – Monday, 12/14 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 12/14/2020

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
360 INTERACTIVE	75.00	Police	GPS ON CRADLEPOINTS
AED SUPERSTORE	2,796.00	Rescue	BATTERIES & DEFIB PADS
ALL SERVICE AERATION, INC	532.50	Park	PORTABLE TOILETS
ALLOWAY TESTING	125.00	Multiple	TESTING
ALLOWAY TESTING	175.00	Multiple	TESTING
ALLOWAY TESTING	1,345.30	Multiple	TESTING
AMERICAN ELECTRIC POWER	16,132.62	Multiple	ELECTRIC
AMERICAN ELECTRIC POWER	948.87	Multiple	ELECTRIC
ANDERSON TRACTOR SUPPLY, INC.	60.00	Street	IMPLEMENT JACK
ANTHEM BLUE CROSS BLUE SHIELD	178.52	Multiple	HEALTH INSURANCE
ANTHEM BLUE CROSS BLUE SHIELD	550.40	Multiple	HEALTH INSURANCE
APOLLO CAREER CENTER	20.00	Rescue	CPR AED
BAILEY'S EQUIPMENT & APPAREL	392.00	Police	UNIFORMS
BASINGER, JAN	415.84	Sewer	TRAINING MATERIALS
BLACKBURN, JESSE	250.00	Administrative	EMPLOYEE RECOGNITION
BLACKBURN, JESSE	184.00	Administrative	PETTY CASH REIMBURSEMENT
BLUFFTON NEWS	660.00	Administrative	PUBLISHING
BLUFFTON RILEY CREEK SPORTSWEAR, LLC	180.00	Administrative	PWD GAITORS
BLUFFTON VETERINARY HOSPITAL AND PET CARE CENTER	71.35	Police	K-9 SUPPLIES
BOCKRATH & ASSOCIATES	496.25	Administrative	FLOOD PLAIN REGULATIONS
BOCKRATH & ASSOCIATES	1,268.75	Administrative	FLOOD PLAIN REGULATIONS
BOCKRATH & ASSOCIATES	828.75	Administrative	FLOOD PLAIN REGULATIONS
BOCKRATH & ASSOCIATES	1,306.25	Administrative	FLOOD PLAIN REGULATIONS
BUREAU OF WORKERS COMPENSATION	1,831.85	Administrative	WORKERS COMP
CENTURYLINK	62.23	Administrative	PHONES
CENTURYLINK	280.95	Administrative	PHONES
CHOICE ONE ENGINEERING	560.00	Street	JEFFERSON ST PHASE II ENGINEERING
CHOICE ONE ENGINEERING	465.00	Street	JEFFERSON PHASE II BIDDING
CHOICE ONE ENGINEERING	1,167.50	Street	ACQUISITION CONSULTANT
CINTAS	123.75	Administrative	UNIFORMS 11/17
CINTAS	123.75	Administrative	UNIFORMS 11/23
CLEMANS, NELSON & ASSOCIATES, INC	887.50	Administrative	RETAINER
CLINT DAILEY	99.89	Administrative	CARHARTS
EVERETT J PRESCOTT INC	5,421.57	Multiple	METER SETTING DEVICES
EVERETT J PRESCOTT INC	3,290.22	Multiple	METER SETTING DEVICES
FAMILY HARDWARE DO IT BEST	251.89	Multiple	SUPPLIES
GARY'S REPAIR	21.90	Fire	FUEL PUMP
GRAINGER INC	353.42	Multiple	SAFETY SUPPLIES
GRAINGER INC	356.90	Water	WATER TOWER HEATER
GREAT LAKES BILLING ASSOCIATES, INC.	1,124.32	Rescue	EMS BILLING SVC.
JIM'S EXCAVATING LLC	1,485.75	Street	SIDEWALK & CURB REPAIR
KOI ENTERPRISES, INC.	232.52	Multiple	PARTS
LEIBER GARAGE	45.92	Police	PD AUTO REPAIRS
M&R PLUMBING & HEATING	40.35	Land & Buildings	SUPPLIES
MARATHON FLEET SERVICES	977.36	Multiple	FUEL
MIDNET MEDIA	180.00	Administrative	WEBSITE MAINTENANCE
MILLSTREAM-KENNEDY INC.	1,436.00	Administrative	ENVELOPES
MILLSTREAM-KENNEDY INC.	1,436.00	Income Tax	ENVELOPES
MINTEYS MAIDS	62.50	Administrative	TOWN HALL CLEANING
MINTEYS MAIDS	75.00	Administrative	TOWN HALL CLEANING 12/3
NORTHWESTERN OHIO SECURITY SYSTEMS	196.00	Land & Buildings	FIRE SYSTEM MONITORING

OGLESBEE, MATHEW	9.55	Police	REIMBURSE FOR DISINFECTING WIPES
OHIO PEACE OFFICER TRAINING	550.00	Police	SHOTGUN INSTRUCTOR CLASS
PENNCARE 30	152.00	Rescue	EMS CHARTS
PERRY CORPORATION	41,179.79	Administrative	TOWN HALL SECURITY SYSTEM
SHELL FLEET PLUS	1,243.43	Multiple	FUEL
SMARTBILL	787.36	Multiple	BILLING SERVICES
STAPLES BUSINESS ADVANTAGE	18.96	Multiple	OFFICE SUPPLIES
STAPLES BUSINESS ADVANTAGE	165.46	Multiple	OFFICE SUPPLIES
STAPLES BUSINESS ADVANTAGE	12.89	Multiple	OFFICE SUPPLIES
STEVE SWISHER	1,200.00	Police	CRUISER REPAIR
STRYKER	3,039.00	Rescue	VIDEO LARYNGOSCOPE
TIME WARNER CABLE	38.86	Multiple	CABLE
TIME WARNER CABLE	104.98	Administrative	CABLE
TOMMY TIRE SALES LLC	1,242.00	Multiple	SERVICE TRUCK TIRES
TONYA MEYER	20.00	Administrative	TOWN HALL REFUND
TREASURER, STATE OF OHIO	3,083.78	Administrative	FEES
TREASURER, STATE OF OHIO	1,541.21	Administrative	FEES
TREASURER, STATE OF OHIO	2,600.00	Sewer	ELIMINATION SYSTEM
TREASURER, STATE OF OHIO	2,795.52	Water	PUBLIC WATER SYSTEM LICENSE
TREE TECH	1,400.00	Street	TREE REMOVAL
TSYS Health Services	95.09	Rescue	EMS MERCHANT SERVICES
UTILITY SERVICE CO, INC.	13,539.50	Water	WATER TOWER PEDISPHERE
VERIZON WIRELESS	240.70	Multiple	CELL PHONES
VETTER LUMBER CO.	36.77	Multiple	SUPPLIES
WEBB INSURANCE AGENCY, INC.	681.00	Administrative	INSURANCE
WESSLER ENGINEERING	3,609.23	Sewer	SANITARY ON CALL SERVICES
INCOME TAX REFUND	8.00	Administrative	INCOME TAX REFUND
	<u>130,977.52</u>		

NOVEMBER MONTHLY	2,569.00
MEDICARE	37.22
OPERS	192.17
FICA	40.14
BIWEEKLY PAYROLL 12/04/20	43,792.13
MEDICARE	598.67
OPERS	2,551.94
OP&F	2,238.40

Council Signature : _____

Date: _____

Village of Bluffton
Finance & Safety Committee Meeting
December 9, 2020 @ 7:00 PM

Finance Committee members present, David Steiner & Phil Talavinia, Council President Jerry Cupples.

Staff present, Kevin Nickel

The committee reviewed the preliminary Perry & Associates, CPA's Management Letter and audited financial statements along with attached findings. The documents are subject to further review by the Auditor of States office before they are released to the public. The committee approved the signing of the management representation letter and the acknowledgement of auditor communications by the Fiscal Officer and Council President.

Meeting adjourned at 7:30 PM.

David Steiner

Phil Talavinia

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

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 excluding hybrids with domestic cats commonly known as savannah cats;
- (8) Anthropoid apes;
- (9) Marsupials;
- (10) Procyonidae; or

(11) Non-domesticated weasels.

(12) Exceptions. The provisions of 90.01(D) shall not apply to the following:

- (a) Licensed medical and licensed educational institutions;
- (b) Licensed rehabilitation facilities and licensed nuisance trappers;
- (c) Licensed veterinary hospital; or
- (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 with one or more of the following: 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

Any person 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.

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 AND DECLARING AN EMERGENCY

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. 28-2020

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF JEFFERSON STREET IMPROVEMENTS, PHASE 2 PROJECT BETWEEN THE VILLAGE OF BLUFFTON, OHIO AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Bluffton (hereinafter referred to as the "LGA") will improve Jefferson Street with complete road reconstruction from existing railroad right-of-way to County Line Rd., replacement and new installation of sidewalk, curb, curb ramps, sanitary, and storm sewer, and reconstruction and additional drainage improvements of the public alley ways.; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bluffton, Ohio:

Section 1. That the LGA hereby approves the construction of the aforesaid Jefferson Street Improvements, Phase 2, in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for State Planning Project" as set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution was passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3.* That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village of Bluffton for the reason that the immediate construction of the Jefferson Street Improvements, Phase 2 at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing sound public infrastructure; wherefore, this resolution shall be in full force and effect from and immediately after its passage.

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:

Elliot T. Werth, Village Solicitor

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA: _____

LGA Legal Officer or Counsel

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.

Public Health Update: COVID-19 Quarantine Update

Public health recommendations for COVID-19 continue to evolve and are updated as new scientific evidence becomes available. On Dec. 2, 2020, the Centers for Disease Control and Prevention (CDC) released considerations for reducing quarantine for people possibly exposed to COVID-19. The Ohio Department of Health (ODH) has adapted this quarantine guidance for use by local health departments in reducing the transmission of COVID-19 in their communities.

A **14-day quarantine** is preferred in order to verify whether or not you have COVID-19. You should follow all the Quarantine Guidance provided for the full 14-day period, even if you are released early (see below). A 14-day quarantine is recommended for people who live in or visit congregate living facilities such as nursing homes/assisted living, group homes or college dorms. 14-day quarantine is also recommended if you come in contact with people at increased risk for severe illness from COVID-19.

Reduced Quarantine

10-Day Quarantine

- Quarantine period starts the day after the last contact with a known positive
- Individuals with no symptoms can be released from quarantine – without a negative test - after 10 days from last exposure to COVID-19.
- Individuals must still self-monitor for symptoms through the 14th day from last exposure.
- If a person develops symptoms, or tests positive, then they must begin an isolation period*.

7-Day Quarantine

Individuals can be released from quarantine 7 days after exposure IF:

- A COVID-19 test is taken on day 5 or later after exposure and is negative; **AND**
- 7 days have passed since the last exposure to COVID-19 (even if negative test result is returned before the 7th day)
- Individuals must still self-monitor for symptoms through the 14th day from last exposure.
- If a person develops symptoms, or tests positive, then they must begin an isolation period*.

Documentation of release from REDUCED QUARANTINE will include the ACPH Self-Quarantine Letter, but for a 7-day release, an individual must provide their own documentation of their negative test result to their employer or school. Allen County Public Health does NOT receive notification of negative test results from labs and will not have that information.

Quarantine Information

A person who has had **close contact** with someone who tested positive for COVID-19 needs to **quarantine**. Quarantine helps prevent the spread of disease that can occur before a person knows they are sick or if they are infected with the virus without feeling symptoms.

A **Close Contact** is anyone who was within 6 feet of an infected person for a total of 15 minutes or more in a 24 hours period, starting 2 days before their symptoms started, or 2 days before they were tested for COVID-19 if they did not have any symptoms.

It is not necessary to hear from the Health Department to Self-Quarantine.

Begin Quarantine as soon as:

- Someone you have been in close contact with tells you that they have tested positive for COVID-19
- Someone in your household has COVID-19

Self-Quarantine Guidance

- You should remain in your home.
- Do not go to work, school, public areas or events.
- Do not use taxis or public transportation until you have been told it is safe to do so.
- Ask for help if you require groceries, other shopping or medications, during your quarantine period.
- If required, ask someone to take your children to school.
- Separate yourself from other people in your home by at least 6 feet.
- Stay in your own well-ventilated room (windows opened regularly) with the door closed, as appropriate.
- Use a separate bathroom/toilet, if available.
- Clean bathroom/toilet after every use.
- Do not invite visitors (including friends and family) to your home.
- Do not make contact with people at the front door.
- Wash hands often with liquid soap and water for at least 20 seconds.
- Alcohol-based hand sanitizer can be used if soap and water are not available.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Use disposable paper towels to dry your hands. Avoid sharing household items.
- Do not share eating utensils, towels, bedding or other items with other people.
- Wear a face mask when you are in the same room with other people, minimize contact with other people even if you are wearing a face mask.

Monitoring for Symptoms

Use a thermometer to take your temperature twice a day, once in the morning and once at night. Also watch for other COVID-19 symptoms: cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of smell or taste, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea.

If you develop any fever or symptoms during your quarantine call your healthcare provider and seek testing, and begin an isolation period (see link below).

*Click link for [Isolation Guidance](#)

**Bluffton Pathway Board meeting
Meeting –Thursday, December 3, 2020
Virtual Zoom Video Meeting
Time – 12 Noon – 1:00 PM**

Agenda

Zoom Meeting instructions-Join Zoom Meeting at <https://us02web.zoom.us/j/85785192567>

Meeting ID: 857 8519 2567

Zoom meeting host is Jesse at c (419) 348-6420

***Convene Executive Session –Litigation**

***Convene Board meeting**

*** October 1, 2020 minutes**

*** Lion Way Bentley Path North Phase II – 2020**

+ Bluffton Paving finishing some paving work on project during week of 12/1-5/ 2020

*** Lions Way County Line Path – 2021-22**

+ East side of Allen-Hancock County line Road from intersection of Route 103 to intersection of Lausanne Ave (Swiss Country Estates subdivision) &. E College Ave (Swiss Park subdivision)
+ Pathway Construction
Discussion

***Planning for funding of Pathway projects from 2021-2021 and beyond**

+ Strategy for rising funds between February 28, 2021 & July 30, 2022
Discussion

*** Bluffton Downtown Bike Racks Project**

+ 14 Bike racks installed in 4 Alleys & are mounted on concrete pads with sandblasted lettering
+ 21 bike parking decals installed on Main St. Store front windows
Discussion

*** Name continuity of pathway identification signs circling Village.**

+ Lions Way Lake Street Path & Buckeye park path signs are installed
+ Cross street lines & handy cap side walk concrete work completed on main street where Lake Street & Buckeye Paths intersect.
Discussion

*** Future connectivity Pathway identified projects**

+ Pathway along 103 from Allen-Hancock county Line Road connecting to Lions Way Commerce Lane path
+ Pathway along Riley Street to Buckeye Park off of Spring Street under study

- + Pathway from Parkview connecting to Triplett Path to Village Park
- + Path way from Bluffton Main Street (Clay) to Parkview subdivision.
- + Pathway from Bentley Bridge replacement South to Kibler Street entrance to Parkview.
- + Path way from Village Park along County Line Road North connecting to Lions Way County Line Path

*** Additional future Pathways**

- + 2030 (estimated time) ODOT will rebuilding I-75 /103 over pass...opportunity to explore adding Bicycle Path Lane.

*** Other business**

- + **Bluffton Ride to Remember event July 10, 2021**
- + Dare to Dream event will be November 2021 (flexible date)

*** Public Comments**

Adjourn

12/3/2020 document

Join Zoom Meeting

<https://us02web.zoom.us/j/85785192567>

Meeting ID: 857 8519 2567

One tap mobile

+13017158592,,85785192567# US (Washington D.C)

+13126266799,,85785192567# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

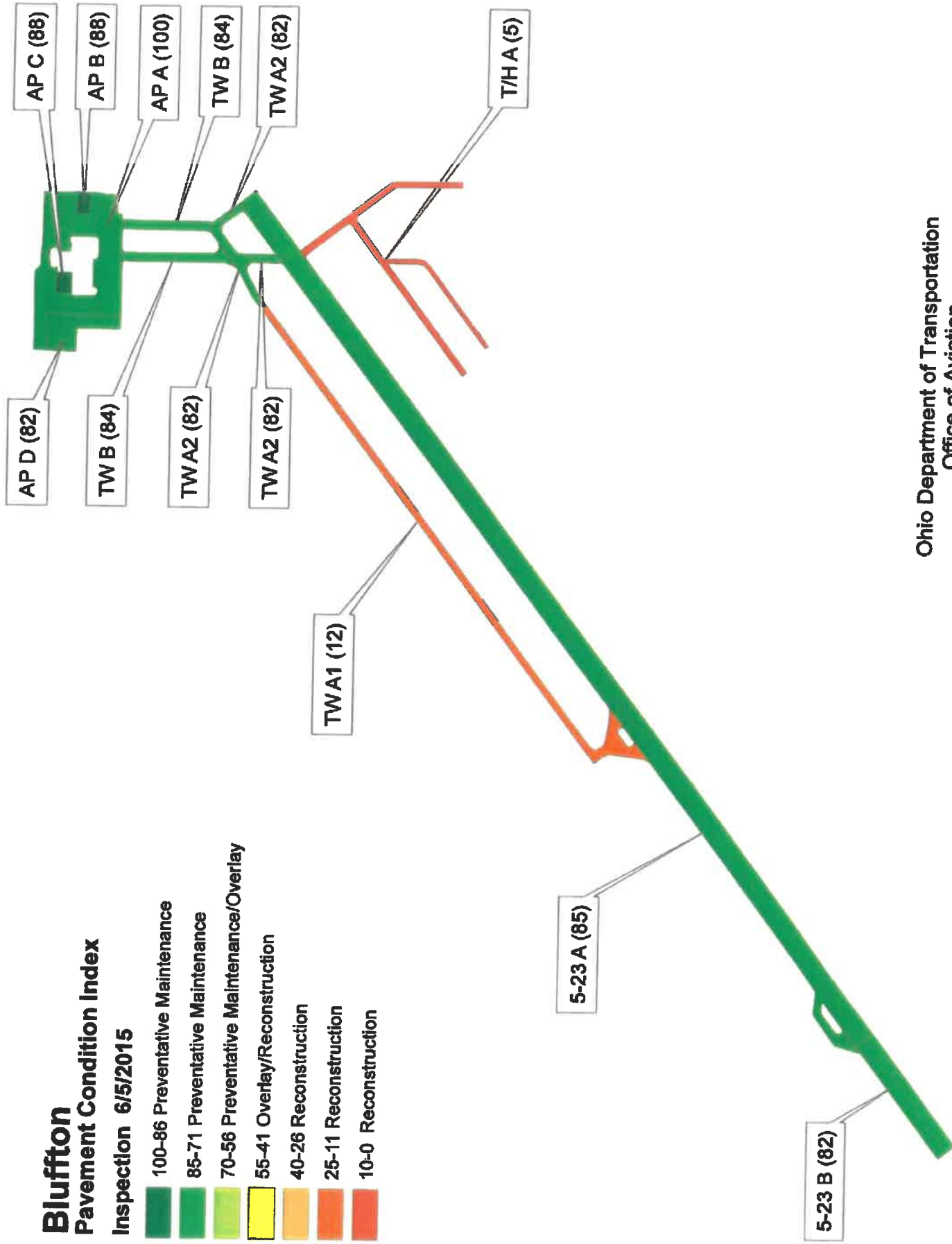
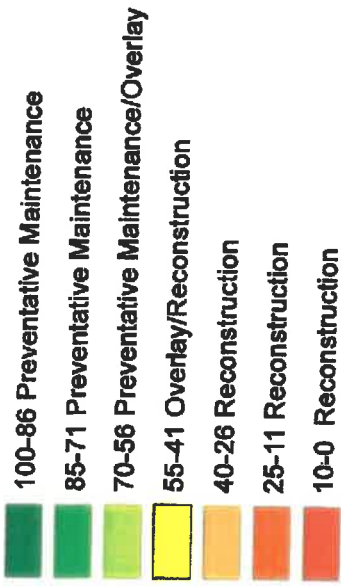
+1 669 900 9128 US (San Jose)

Meeting ID: 857 8519 2567

Bluffton

Pavement Condition Index

Inspection 6/5/2015



BLUFFTON AIRPORT (5G7)
FY 2021 Planning Meeting Notes
NOVEMBER 12, 2020 @ 10:30 AM

Attendees: Jana Radtke, FAA; Delvin Lewis, FAA; Jesse Blackburn, 5G7; Nick Vance, 5G7; Pat Schwan, WallacePancher; Eve Brodtkin, ODOT Aviation

1. Introduction & Purpose of Meeting
2. Review 2020 Grant & Status Update
 - a. #17-2020 – Rehabilitate Taxiway C (2,344' x 25') – Construction – 5G7 indicated the construction would begin in spring of 2021.
3. List all open grants
 - a. #16-2019 – Taxiway Light Replacement; Airport Beacon Replacement – 5G7 indicated the taxiway lighting project has been completed and the beacon has been replaced. Once the outstanding punchlist items have been resolved, 5G7 will begin to prepare the closeout report.
 - b. #15-2018 – Rehabilitate Partial Taxiway C (2,344' x 25') – Design; Remove Obstructions – Multiple Trees in Runway 5 Approach Surface and One Sign in Runway 5 Departure Surface – 5G7 indicated the taxiway design project has been completed. In addition, the trees have been cleared within the approach surface and the sign obstruction has been removed. The closeout report is in process. The FAA advised 5G7 of the need to submit the annual performance report before the deadline, which is 90 days from the end of the FAA fiscal year or December 31.
 - c. #14-2016 – Conduct Master Plan Update (Airport Layout Plan, Conduct Wildlife Site Visit; Update Exhibit A) – 5G7 indicated the presentation to the village council will likely occur in December. 5G7 anticipates submitting the Master Plan Report to the FAA by the end of CY 2020 or in the early part of 2021.
4. Review ACIP dated 02/27/2020 and PCI Map 06/05/2015

2021/2022 – Rehabilitate Taxilanes C, E, and F – Design (2021), Construction (2022)

5G7 clarified that Taxilanes C, E, and F correspond to T/H A on the PCI Map. 5G7 anticipates a full-depth repair may be needed in select areas of the pavement.

which will be confirmed when the pavement cores are acquired during the design phase. A seal coat project was completed a couple of years prior. The construction phase would exceed available non-primary entitlements (NPE) in 2022. Therefore, a financial plan is required.

Future projects on the ACIP will depend upon the outcomes of the Master Plan. 5G7 and the FAA discussed the fuel farm shown on the ACIP in 2023. 5G7 indicated the existing fuel farm is underground and costly to maintain. The FAA advised that, based upon current guidance, only the initial construction of a fuel farm for an airport which did not previously have a fuel farm, may be eligible for AIP funding. Also discussed was the extension of Taxiway C to create a full parallel taxiway and terminal rehabilitation work. The FAA advised the parallel taxiway extension would need to be justified through the Master Plan. Regarding the terminal rehabilitation work, 5G7 inquired as to whether energy efficient upgrades would be considered rehabilitation or maintenance. The FAA agreed to do some further research. Additional Information from the FAA: Table 3-43 of the AIP Handbook offers criteria for energy efficiency improvement costs. In general, it appears energy efficient upgrades are not eligible as standalone projects. An excerpt from the AIP Handbook regarding this topic is attached to the Planning Meeting Notes.

5. Project Requirements for a FY 2021 AIP project

a. Proposed Available Entitlements

FY 2021 (Proposed)	\$150,000
FY 2020	\$0
FY 2019	\$0
FY 2018 (Expiring)	\$0
Total Available	\$150,000

b. Consultant Selection

- i. Status – 2016. 5G7 indicated they would be soliciting bids for a new contract in 2021.
- ii. Is project on the current solicitation – 5G7 indicated the taxilane project is covered under the current contract. A copy of the executed contract, along with the RFQ, will be provided to the FAA.
- iii. Record of Selection

1. Planning/Environmental projects will require a separate solicitation from a standard 5-year consultant selection
- c. Pre-application & Final Application Documentation Requirements
- i. Independent Fee Estimate (IFE)
 1. Required for all grants
 - a. Detailed Required – Over \$100,000
 - b. Simplified – Under \$100,000
 - ii. Collecting the Statement of Cost Reasonableness
 - iii. Use FAA SOP 6.0, Review and Approval of Airport Improvement Program (AIP) Grant Application
 - d. ALP Status – Please provide a current copy of the ALP to ODOT so they can enforce the Airspace Protection Act. ALPs should be uploaded to ODOT's BlackCat Aviation. The document should be placed in Airport Data Management Portal, under the Facility Documents Tab. Please let ODOT know if you have any questions.
 - e. Financial Plan Requirements – A Financial Plan is required for any project which exceeds available entitlement funding for the airport. The financial plan should provide a more detailed explanation of the project than what is typically found on the ACIP. Additional information to include is project funding details (additional Federal request, any local share, etc.), a detailed project description & sketch (this should include all phases of the project and any other applicable information), and the current airport's financial status for the last three to five years. This should also include how the airport has funded projects over the last three to five years.
 - f. Environmental Review Requirements – A Long-Form Categorical Exclusion (CATEX) is required for the taxilane project.
 - g. Plans & Specifications Review Requirement & Schedule for Review – A schedule will be developed after the Pre-Application has been submitted. Generally, plans and specifications, which do not include modifications, need to be submitted at least 30 days prior to the planned bid date.

- h. Proposed Project Description – Rehabilitate Taxiways C, E, F – Design (xx feet) Phase 1/2. Please Note: The proposed project is dependent upon the submission of a financial plan for FAA review and concurrence.

6. Additional Planning Information

- a. As-Built ALP Requirements – N/A for 2020.
- b. Review of FAA 5010 (Obstructions, etc.) – 5G7 indicated they are in the process of removing trees. At this time, three trees have been removed near Runway 9. Approximately three or four more trees will be removed over the next couple of months.
- c. 2021 Schedule – Be ready EARLY! The intent is to keep pushing the AIP program to be started earlier in the year to get grants out earlier. A detailed schedule will be provided.

7. Next Steps

- a. Update and provide copy of the ACIP no later than 2 weeks after your planning meeting. Best practices for submitting the ACIP are to include the “Airport Name (LOCID) ACIP” in the subject line. High-Resolution PDF copies are preferred.
 - i. Provide 1 copy to your ADO planner at: Jana.Radtke@faa.gov.
 - ii. Provide 1 copy to ODOT at: Ohio.Airport.Grants@dot.ohio.gov.
- b. Prepare and submit pre-application no later than **2 weeks after your planning meeting.**
- c. The program manager will review the pre-application and contact the airport if additional information is needed.

Village of Bluffton

Administration's Report

To: Mayor Johnson & Council Members



12-14-20

Jefferson Street Phase II

Bid opening occurred on Thursday, December 3rd at 10:00. Seven (7) bids were received ranging from \$838,539.80 to just over \$1,000,000. Choice One has provided the bid review, Village contractor review is ongoing. Project will be awarded at the next Council meeting. Award price will be below \$840,000 which is roughly 22% lower (over \$236,000) than the engineer's estimate. Further funding options will be discussed with Finance and Utilities Committee.

Leaf Pick-up: (final report)

Leaves will no longer be picked up by the PWD. 71 loads of leaves were picked up this year!

Johnny Appleseed Metro Parks – 2021 Cooperative Park Improvement Grant

Grant Review Team met on Thursday, December 10 at 6:00 pm. Park Commissioners will provide the final approval of recommended amounts in the coming weeks. All members who applied will be recommended to receive funding. Bluffton applied for funding to assist with providing accessibility features at the Village Park outlined by the American Disabilities Act. Features to be added include accessible parking spaces with compliant paths and viewing areas for soccer and baseball fields.

Income Tax Department Update

Post cards will be delivered to all residents of Bluffton 18 and older as a friendly reminder that a 2020 Income Tax Return is due by **April 15, 2021**.

Thank you Dan Bowden for your service to Bluffton!!

- 45 years of dedicated and loyal public service to the Bluffton community (over 4,251 hours, or 40 years, of unused sick leave remain on his balance!)
- 31 years as a Volunteer Fireman with 20 years as the Chief of the Bluffton Fire Department – never missed a Council meeting and always answered the bell.
- The treatment and return of over 8 billion gallons of safe water to our world.
- Bluffton was fortunate to have you and we wish you many years of enjoyment on your own schedule

Thank you

Council Committee Meetings: Request for meetings with:

- Finance
- Utilities





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



Police Activity Summary
NOVEMBER 2020

Police Calls for Service – 373
Traffic Stops – 34
Citations – 3

Citations

Driving Under Suspension	-	2
Speed	-	1
Total	-	3

Complaint Reports

Assault	-	1
Civil	-	2
Criminal Damaging	-	1
Disorderly Conduct	-	1
Driving Under Suspension	-	3
Deceased Person	-	1
Theft	-	1
Warrant	-	4
Total	-	14

Theft loss for November is \$ 245.00 with 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	1		3
Assault	3	0	0	0	1	4	1	3	2	0	1		15
Contact Complaint	0	0	0	0	0	0	0	0	0	0	1		1
Fire Runs	0	0	0	0	1	1	0	0	0	0	2		4
Prowler	0	0	0	0	0	0	0	0	0	1	0		1
Criminal Damaging	2	0	2	2	3	1	2	2	4	4	1		23
Unruly Juvenile	5	1	0	0	1	0	0	0	0	0	0		7
Meet the Officer	1	0	1	3	2	0	0	2	0	0	0		9
Escort	3	2	2	2	2	0	1	2	1	1	2		18
Animal Complaint	3	2	1	1	2	2	4	6	0	3	1		25
Breaking and Entering	1	2	1	0	2	5	0	2	1	0	7		21
Alarms, Burglar	8	7	13	6	10	9	19	8	12	11	6		109
Traffic Crash, Non-Injury	15	3	3	1	7	4	1	2	6	2	4		48
Traffic Crash, Injury	0	0	1	0	0	0	4	0	0	0	2		7
Traffic Crash, Hit-Skip	1	1	1	0	0	1	0	0	1	0	0		5
Intoxicated Driver	2	2	0	0	1	2	12	0	0	1	0		20
Investigate Vehicle	12	18	25	22	21	27	17	33	33	31	23		262
Motorist Assist	7	9	6	4	6	10	4	4	7	1	10		68
Complaint, Female	0	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	0		2
Rescue Assist - Non Emergency	0	0	0	0	0	0	0	0	0	0	1		1
Robbery Complaint	0	0	0	0	0	0	0	0	0	0	0		0
Domestic	3	1	1	0	0	1	1	0	0	2	0		9
Mental Health Emergency	1	1	0	2	0	1	1	4	1	2	0		13
Missing Adult	0	0	0	0	0	0	0	0	0	0	0		0
Missing Juvenile	0	0	0	1	0	1	0	1	0	0	0		3
Back Up Officer	0	0	0	0	0	0	0	0	1	0	0		1
Shots Fired	1	0	0	0	2	0	0	0	0	1	0		4
Felonious Assault	0	0	0	0	0	0	0	0	0	0	0		0
Shoplifting Complaint	0	0	0	0	3	0	2	0	0	0	0		5

Stand-By	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Traffic Stop -	0	0	1	1	1	3	0	1	0	1	0	4	3	0				13	
Severe Weather	0	0	1	0	0	0	0	0	0	0	0	0	0	0				1	
Investigate Pedestrian	31	3	1	1	1	0	3	1	0	1	0	0	3	3				46	
Theft	3	2	4	2	2	2	2	9	3	3	3	2	2	3				35	
Civil	12	42	19	10	1	1	4	3	9	2	6	3	6	0				108	
Suspicious Person	2	3	4	1	1	4	4	4	6	3	3	3	3	3				34	
Unsecured Building	0	0	4	0	0	0	2	0	3	2	1	2	1	2				14	
Sex Offense	0	0	0	0	1	0	0	0	1	2	1	1	1	1				6	
Forgery/Bad Check	1	0	0	0	0	0	1	0	0	0	1	0	1	0				3	
Police Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	
Drug Abuse Complaint	0	3	0	0	2	0	0	1	0	2	0	2	0	10				18	
Concealed Weapons	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	
Health/Safety Complaint	0	0	0	0	1	0	0	0	0	0	0	0	0	0				1	
Miscellaneous Complaint	130	123	83	96	76	95	119	105	126	78	90							1121	
Abandoned 911	2	8	3	7	3	2	7	7	9	4	5							57	
Unit Maintenance	3	2	8	3	1	0	0	0	4	0	1							22	
House Check	89	107	42	9	3	5	4	1	1	2	1							264	
Liquor Laws	0	0	0	0	0	0	0	0	0	0	0							0	
Safety Education / CPR / DARE/etc.	3	3	2	2	3	1	1	0	0	0	0							15	
Underage Drinking	0	0	0	0	0	0	0	0	0	0	0							0	
Follow Up on Complaint	15	13	10	17	10	11	31	20	0	11	5							143	
Criminal Trespassing	0	0	0	0	0	0	1	0	13	0	3							17	
Menacing	1	3	0	0	0	0	0	2	0	1	0							7	
Disorderly Conduct	0	0	0	0	0	0	0	0	0	0	0							0	
Warrant Service	0	3	1	0	0	0	0	0	0	0	1							5	
Telephone Annoyance	0	0	0	0	0	0	0	1	2	1	0							4	
Motorist Assist/Lock Out	13	10	11	1	3	5	10	15	9	11	0							88	
Mutual Aid	42	51	21	15	26	18	31	25	31	28	24							312	
Recovered Stolen/Lost Property	0	0	2	1	0	1	4	1	1	2	4							16	
Traffic Stop - Citation	17	13	8	4	7	5	10	9	14	11	3							101	
Traffic Stop - Warning	51	57	33	15	32	20	19	27	49	46	31							380	
Explosion	0	0	0	0	0	0	0	0	0	0	0							0	
Unwanted Guest	0	1	0	4	0	1	1	0	3	3	1							14	

Building Checks	235	189	222	256	237	193	154	180	123	91	115		1995
Well Being Check	0	1	1	0	0	0	0	1	0	0	2		5
Warrant Service - Attempted	2	3	2	1	0	0	1	0	0	2	1		12
Receiving Stolen Property	0	0	0	0	0	0	0	0	0	0	0		0
Deceased Person	1	0	0	0	0	0	0	1	0	0	2		4
Urgent Call	0	0	0	0	0	0	0	0	0	0	0		0
Assist Officer	0	0	0	0	0	0	0	0	0	0	0		0
Foot Patrol	2	3	5	6	3	7	3	1	2	1	0		33
Bike Patrol	0	0	0	0	0	0	0	0	0	0	0		0
Court Assignment / Duties	1	2	2	4	4	1	10	5	11	0	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	373	0	5640