

# Village of Bluffton Council Meeting Agenda

April 10, 2023 at 7:00 PM



## **Opening Ceremonies**

Call to Order, Mayor Johnson presiding

Pledge of Allegiance



## **Minutes**

Approval of the minutes for the Village Council meeting held on Monday, March 27, 2023

## **Bills**

**Public Comment:** Logan Matthewson – Eagle Scout Project Presentation

## **Committee Reports**

Parks & Recreation: March 28<sup>th</sup>

Streets, Alleys, Lights & Sidewalks: April 5<sup>th</sup>

## **Boards & Commissions**

## **LEGISLATION**

### **RESOLUTION NO. 09-2023**

### **3<sup>rd</sup> Reading**

A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2023.

### **RESOLUTION NO. 13-2023**

### **2<sup>nd</sup> Reading**

### **Emergency**

A RESOLUTION AUTHORIZING THE MAYOR OF BLUFFTON, OH TO ENTER INTO A CONTRACT WITH THE DIRECTOR FOR TRANSPORTATION FOR THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE S.R. 103 MULTI-USE PATHWAY AND DECLARING AN EMERGENCY

## **Village Administration Report:**

**Mayor:**

## **Safety Services Reports:**

-EMS-

-Fire Dept.-

-Police Dept.-

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

Village Council – Monday, April 10<sup>th</sup> at 7:00 pm

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

Village Council – Monday, April 24<sup>th</sup> at 7:00 pm

## **Public Comment**

**Adjournment** – Motion and Second

Village of Bluffton – Regular meeting March 27, 2023, at 7:00 p.m.

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

Cupples motioned, seconded by Kingsley, to approve the minutes from the regular council meeting held on March 13, 2023. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (1) Kingsley, motion approved.

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

The Fiscal Officer gave the following readings:

2<sup>nd</sup> Reading:

Resolution 09-2023 – A resolution establishing positions and wages for swimming pool staff and rates for 2023. Stahl motioned to adopt the Resolution, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Resolution 12-2023 – A resolution between the State of Ohio, Department of Transportation and Village of Bluffton, Ohio for sign installation and maintenance and declaring an emergency. Sehlhorst motioned to suspend the rules, seconded by Talavinia. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Cupples motioned to adopt the Resolution, seconded by Kingsley. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

1<sup>st</sup> Reading:

Resolution 13-2023 – A resolution authorizing the Mayor of Bluffton, OH to enter into a contract with the Director for Transportation for the Ohio Department of Transportation for the SR 103 Multi-Use Pathway. Talavinia motioned to adopt the Resolution, seconded by Cupples. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned, seconded by Steiner, to approve hiring Chris Schroeder and Jeff Schroll as seasonal mowers at a rate of \$13.00/hr. and to hire Rick Lichtle as a returning seasonal mower at the rate of \$13.75/hr. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Stahl motioned, seconded by Sehlhorst, to approve the special event request for the Bluffton High School Senior Paint the Street event on May 12, 2023. College Ave. between Jackson St. and Main St. will be closed from 5:45 p.m. to 10:00 p.m. Rain date is May 15, 2023. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Steiner motioned, seconded by Talavinia, to approve the hire of Mariah Short to the EMS. 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.

Streets, Alleys, Lights & Sidewalk Committee on Wednesday, April 5 @ 5:00 p.m.  
Council Meeting on Monday, April 10 at 7:00 p.m.

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MAYOR

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FISCAL OFFICER

VILLAGE OF BLUFFTON  
VOUCHER REPORT 4/10/2023

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
ALL SERVICE AERATION, INC	482.50	Park	PORTABLE TOILETS
ALLEN COUNTY PUBLIC HEALTH	305.00	Pool	POOL LICENSE
ALLOWAY TESTING	1,858.00	Multiple	TESTING
ALLOWAY TESTING	92.00	Multiple	TESTING
AMERICAN ELECTRIC POWER	14,162.58	Multiple	ELECTRICITY
AMERICAN ELECTRIC POWER	26.98	Multiple	ELECTRICITY
APOLLO CAREER CENTER	120.00	Multiple	TRAINING
APOLLO CAREER CENTER	10.00	Multiple	TRAINING
BAILEY'S EQUIPMENT & APPAREL	153.50	Police	UNIFORMS
BASINGER PLUMBING & HEATING LLC	5,405.00	Land & Buildings	PWD PACKAGED UNIT
BASINGER PLUMBING & HEATING LLC	75.11	Land & Buildings	PRESSURE TANK
BERGREN ASSOCIATES, INC.	450.00	Sewer	PH SENSOR
BLUFFTON FLYING SERVICE	5,000.00	Airport	AIRPORT MANAGEMENT
BLUFFTON STONE CO.	121.62	Multiple	STONE
BLUFFTON STONE CO.	116.21	Multiple	STONE
CHOICE ONE ENGINEERING	235.00	Multiple	GENERAL ENGINEERING
CHOICE ONE ENGINEERING	1,400.00	Street	BENTLEY ROAD IMPROVEMENTS
CHOICE ONE ENGINEERING	240.00	Multiple	GENERAL ENGINEERING
CHOICE ONE ENGINEERING	7,388.00	Park	TOPOGRAPHIC SURVEY - SRK PROPERTY
CHOICE ONE ENGINEERING	3,100.00	Capital Improvements	GEIGER & GARAU ENGINEERING
CHOICE ONE ENGINEERING	1,382.50	Multiple	GENERAL ENGINEERING
CINTAS	183.83	Administrative	UNIFORMS
CINTAS	76.16	Administrative	UNIFORMS
CINTAS	76.16	Administrative	UNIFORMS
CITIZEN'S NATIONAL BANK	79.43	Police	COURT - DETROIT
CITIZEN'S NATIONAL BANK	22.61	Police	LODGING & FOOD - TRAINING
CITIZEN'S NATIONAL BANK	100.94	Police	LODGING & FOOD - TRAINING
CITIZEN'S NATIONAL BANK	32.48	Police	LODGING & FOOD - TRAINING
CITIZEN'S NATIONAL BANK	138.72	Multiple	MINI BLINDS & COFFEE MAKER FOR SHOP
CITIZEN'S NATIONAL BANK	499.33	Multiple	TOOLS FOR NEW TRUCK
CITIZEN'S NATIONAL BANK	200.00	Administrative	LGOC REGISTRATION
CITIZEN'S NATIONAL BANK	160.13	Cemetery	CEMETERY DEED BOOK
CITIZEN'S NATIONAL BANK	33.44	Administrative	TAX POSTAGE
CONNECT PARENT CORPORATION	213.31	Administrative	PHONES
EVERETT J PRESCOTT INC	3,891.68	Water	SUPPLIES
FRESH ENCOUNTER CORPORATE	43.54	Land & Buildings	CLEANING SUPPLIES
FRIENDS OFFICE	1,905.51	Administrative	WORKSTATION IMPROVEMENTS
GARY'S REPAIR	40.70	Multiple	PARTS & SUPPLIES
GARY'S REPAIR	10.31	Multiple	PARTS & SUPPLIES
GGC FEEDS, LLC	182.51	Park	COPPER SULFATE
HOHENBRINK EXCAVATING	43,783.59	Multiple	BENTLEY ROAD REALIGNMENT
HOHENBRINK EXCAVATING	65,675.39	Multiple	BENTLEY ROAD REALIGNMENT
JN TACTICAL	600.00	Police	DOOR BREECHING TOOL
JUSTIN SHANNON	555.00	Land & Buildings	TOWN HALL CLEANING
M&R PLUMBING & HEATING, INC.	44.80	Multiple	SUPPLIES/PARTS
MARATHON FLEET SERVICES	1,040.55	Multiple	FUEL
NORTHWESTERN OHIO SECURITY SYSTEMS	196.00	Land & Buildings	MONITORING
PATRIOT CONCRETE	7,739.67	Park	TRIPLETT PATHWAY REPAIR
PERRY CORPORATION	189.78	Administrative	IT CONTRACT
PERRY CORPORATION	21.99	Administrative	IT CONTRACT
PERRY CORPORATION	28.71	Administrative	IT CONTRACT
RUMPKE	23,253.20	Refuse	TRASH SERVICES
SPALLINGER COMBINE PARTS, INC.	9.75	Street	SKID STEER ATTACHMENT PARTS
SPAULDING PSYCHOLOGICAL & ADDICTIVE SERVICES	300.00	Police	COUNSELING SERVICES
STAPLES BUSINESS ADVANTAGE	485.60	Multiple	SUPPLIES
TOWN & COUNTRY FLOWERS	71.25	Multiple	FLOWERS
Treasurer of State C/O Dept of Transportation	283,334.00	Park	SR 103 PATHWAY

TREASURER OF STATE OF OHIO	4,173.80	Administrative	AUDIT FEES
TREASURER OF STATE OF OHIO	984.00	Administrative	AUDIT FEES
TREE TECH	1,950.00	Street	TREE REMOVAL
U.S. POSTAL SERVICE	178.00	Administrative	PO BOX 228 RENEWAL
VANCE'S OUTDOOR INC.	362.80	Police	AMMO/TASER CARTRIDGES
VERIZON WIRELESS	160.66	Multiple	CELL PHONES
VETTER LUMBER CO.	136.50	Multiple	SUPPLIES
	<u>485,289.83</u>		

BIWEEKLY PAYROLL 4/07/23	45,896.89
MEDICARE	625.41
OPERS	3,508.36
OP&F	4,063.23
MARCH MONTHLY	2,569.00
MEDICARE	37.22
OPERS	269.03
FICA	40.14

Council Signature : \_\_\_\_\_

Date: \_\_\_\_\_

Parks & Rec - Minutes  
Village of Bluffton  
Town Hall  
March 28th, 2023

Present: Council - Ben Stahl, Mitch Kingsley, Rich Johnson  
Staff - Bryan Lloyd, Scott Phillips  
Public - Bluffton Disc Golf Association

Start: 16:00 End: 17:00

Topics: Disc golf, Pathway complaint

Minutes:

- Disc Golf
  - Leadership from the Bluffton Disc Golf Association presented an update on the progress of the course and some ideas for future development. Topics included additional parking lots, installing a pedestrian bridge, brush clearing, the possible creation of a Sunday league, and using a local source of wood chips on the course trails. The parking and bridge ideas need more discussions, but the other topics can proceed with the association and public works department working together.
  - Stats (estimated 30% of **all** rounds are accounted for in these figures) :
    - 884 scored rounds between Apr - Dec 2022
      - 154 rounds in Oct, that's ~5/day!
    - Players from 16 states
    - 15 players have traveled more than 300 miles
    - 4 out of 5 stars based on roughly 100 reviews
    - Course par is 57, average scored round is about 60
- Pedestrian pathway complaint
  - There have been complaints about people not cleaning up after their pets on the pathways around town. The main areas impacted appear to be Bentley North and the stone walk between Cobb Lake and Riley Creek; with an anticipation that the upcoming County Line path might be a hotspot, too.
  - The committee would like to explore the feasibility of getting pet waste bag dispensers and additional waste bins located along the paths that are the most trouble, along with signs reminding owners to pick up after their pets. Along with the initial financial cost, there would be an ongoing commitment from public works to support these new amenities.

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Ben Stahl

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Mitchell Kingsley

April 5, 2023

**Streets, Lights, Alleys & Sidewalks Committee Meeting**

Start: 5:00 pm

End: 6 pm

Present: Joe Sehlhorst, Jerry Cupples, Mayor Johnson, Admin. Jesse Blackburn, Asst. to the Admin. Bryan Lloyd

**Topic 1: 2023 Street Paving Program**

- See attachment 2023 Street Paving Program
  - o Note: Hunter's Run includes curb patching
    - Using a new product referred from Delphos, Jamie Mehaffie
  - o Budgeted \$225,000 Est. Scheduled Total: \$155,000

**Topic 2: State Route 103 Curb Project**

- Expected start date April 10<sup>th</sup>.
- Curb project will now include curb repair along Elm St. beside A to Z Meats

**Topic 3: Road Closures**

- North Bluffton: AEP project Jefferson St. from April 17 – May 5 7 pm – 5 pm
- South Bluffton: Bentley Road project – currently closed.

**Topic 4: Alley Vacation 150 Cherry St.**

- Hearing scheduled for Monday, May 10<sup>th</sup> at 5:30 pm

**Topic 5: Do It Best Hardware Expansion**

- Village working w/ Choice One to optimize parking lot layout.

**Topic 6: Bentley Road Intersection Update**

- Administration identified \$32,000 duplicate project line entry.
- Update: Sidewalks to be included into the plan up to Harmon St.
  - o Sidewalk installation and agreements will be like the past Jefferson St. project.
  - o See attachment Bentley/Main St. Intersection

**Topic 7: Complete Streets**

- Welcome Letter to be mailed to key stakeholders around middle of May informing them about Complete Streets and September meeting.
  - o Sidewalk Committee will host stakeholders to inform and begin discussion about Complete Streets
    - Implementation Plan

**Topic 8: Bentley Road Stamped Concrete**

- Stamped concrete to be installed on east side of Bentley/Main intersection.
- See attachment Bentley/Main St. Intersection.

**Topic 9: Main St./Parkview Corner Lot**

- Village met w/ corner lot property owner.
- Both parties agreed that new drive can be installed off Main St.
  - o North side of property

## 2023 Street Paving Program



	Estimate	Actual
Hunter's Run	\$75,000.00	w/ Cnc's Patching
W. Jefferson St.	\$23,000.00	
Navajo Dr.	\$23,000.00	
Centerline Striping	\$9,000.00	
<b>ADA ramps</b>	<b>\$25,000.00</b>	
College & Spring (4), High & Jackson (2),		
Geiger St. at Cherry & College (2)		
Franklin & Lawn (2)		

<b><u>Est. Total</u></b>	<b><u>Actual Total</u></b>
<b>\$155,000.00</b>	<b>#VALUE!</b>

Budgeted Amount  
\$225,000

# Bentley / Main St Intersection

Topic

Topic

General\Residential Sidewalk Enhancement\Bentley and Harmon Sidewalk Concept.dwg 19-Aug-22 9:06 AM

ARKVIEW DRIVE

MAIN STREET

SCALE IN FEET  
0 10 20 40

DATE

EX R/W

BENTLEY I



## **RESOLUTION NO. 09-2023**

### **A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2023.**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Bluffton, Ohio, two-thirds (2/3) of all members elected thereto concurring:

**SECTION 1:** That the following positions at the stated wages are hereby created:

<b>A. Pool Manager</b>	<b>\$15.50 per hour</b>
<b>B. Assistant Manager</b>	<b>\$11.50 per hour</b>
<b>C. Lifeguards</b>	<b>\$10.10 per hour</b>

The above is intended as a minimum guideline for the establishment of wage levels. Council may at its discretion provide for a higher pay scale level for each position listed.

**SECTION 2:** That the following fees are established for use during the 2023 season, and that all memberships shall be paid in full before they can be used.

<b>A. Daily Admission</b>		<b>\$4.00</b>
<b>B. Family Season Pass (2 adults/3 children)</b>	<b>(resident)</b>	<b>\$160.00</b>
	<b>(Non-resident)</b>	<b>\$200.00</b>
<b>C. Additional Children Each</b>		<b>\$25.00</b>
<b>D. Single Season Pass</b>	<b>(resident)</b>	<b>\$80.00</b>
	<b>(Non-resident)</b>	<b>\$100.00</b>
<b>E. Senior Single Season Pass</b>	<b>(resident)</b>	<b>\$50.00</b>
	<b>(Non-resident)</b>	<b>\$75.00</b>
<b>F. Ten-Visit Pass</b>		<b>\$35.00</b>
<b>G. Pool Rental-2 hours</b>		<b>\$275.00</b>
*a \$50.00 non-refundable deposit required at time of reservation		
<b>H. Swim Lessons (Season Pass Holder)</b>		<b>\$40.00</b>
<b>I. Swim Lessons (Non-Season Pass Holder)</b>		<b>\$50.00</b>
<b>J. Swim Lessons-Private</b>		<b>\$100.00</b>
<b>K. Fulltime Village Employees, members of Bluffton Safety Services (PD, FD, EMS) &amp; Immediate families</b>		<b>Free</b>

**SECTION 3:** Pool personnel who complete the season will be reimbursed for fees associated with the certification/recertification of CPR and lifeguard training for up to \$150.00 expended in same year. Receipts for the reimbursement must be turned into the Pool Manager who will submit them to the Fiscal Officer's office for reimbursement processing at the end of the pool season. Reimbursement will be subject to approval from manager.

**SECTION 4:** That it is found and determined that all formal actions of this council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of the Council and 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.

**WHEREFORE,** This Resolution shall take effect and be in force from and after the earliest period allowed by law and approval by the signatures below.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023 by the governing body of the Village of Bluffton, Ohio by the following vote:

Yes: \_\_\_\_ No: \_\_\_\_ Abstain: \_\_\_\_

ATTEST \_\_\_\_\_

FISCAL OFFICER

MAYOR

APPROVED \_\_\_\_\_

SOLICITOR

A RESOLUTION AUTHORIZING THE MAYOR OF BLUFFTON, OH TO ENTER INTO  
A CONTRACT WITH THE DIRECTOR OF TRANSPORTATION FOR THE OHIO  
DEPARTMENT OF TRANSPORTATION FOR THE S.R. 103 MULTI-USE PATHWAY  
AND DECLARING AN EMERGENCY

The following Final Resolution enacted by the Village of **Bluffton**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **18th day of March, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton; and**

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

**The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - 00/100 Dollars, (\$283,334.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

WHEREAS, an emergency exists in the daily operation of the Village whereby failure to act will be detrimental to the public health, welfare and safety of the inhabitants thereof. and is necessary in order to proceed with this project in an expeditious manner.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - 00/100 Dollars, (\$283,334.00)**, is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Mayor** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the Council Minutes of said LPA and kept on file with Village Records.

Legislative Authority of the  
Village of **Bluffton**, Ohio

\_\_\_\_\_  
**Mayor**

SEAL  
(If Applicable)

\_\_\_\_\_  
Clerk (Secretary Ex-Officio)

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$283,334.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **S.R. 103**, lying within the corporate limits of the Village of **Bluffton**, more particularly described as follows:

**The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied, placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the Village of **Bluffton**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said Fiscal

Officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the Village of  
**Bluffton, Ohio**

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Village of **Bluffton**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III:**      **LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

#### **SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of construction of a shared use path along the south side of Jefferson Street (S.R. 103) from County Line Road to the intersection of Dave's Way, the north side of Jefferson Street (S.R 103) from Dave's Way to Commerce Lane, and north of Commerce Lane to meet the existing Lions Way Trail, including pavement, pavement marking, storm water drainage upgrades, sidewalk extensions; and lighting upgrades, lying within the Village of Bluffton.**

#### **SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Hundred Eighty-Three Thousand Three Hundred Thirty-Four and - - - 00/100 Dollars, (\$283,334.00).**
5. **The Village agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required to fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

#### **SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

#### **SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto;



- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

**Village of Bluffton  
154 North Main Street  
Bluffton, Ohio  
45817**

Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, MS 4110  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY**  
Village of **Bluffton**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Corinna Efke  
Unit Coordinator, Transportation  
Executive Agencies Section



# VILLAGE OF BLUFFTON

100 E. ELM STREET, P.O. BOX 63 BLUFFTON, OHIO 45817-0063

## APPLICATION FOR SPECIAL EVENTS

EVENT NAME: <u>Bluffton Farmers Market</u>	DATE(S) OF EVENT: <u>Sat Mornings 5/6/23 - 10/28/23</u>
APPLICANT: <u>Bluffton Area Chamber of Commerce</u>	CONTACT PERSON: <u>Jim Enneking</u>
APPLICANT'S ADDRESS: <u>154 N. Main Street, PO Box 142</u>	CONTACT'S PHONE: <u>419-369-2985</u>
E-MAIL ADDRESS (OPTIONAL): <u>director@explorebluffton.com</u>	
LOCATION OF EVENT: <u>Citizens National Bank Parking Lot</u>	
TIME(S) FOR EVENT: <u>8:00 AM - 12:00 PM</u>	
DESCRIPTION OF EVENT: <u>Farmers Market</u>	

**SERVICES REQUESTED FROM VILLAGE:** Must provide map of plans and any other information required as necessary.

TRAFFIC CONTROL: \_\_\_\_\_ NUMBER OF OFFICERS REQUESTED: \_\_\_\_\_  
Number of officers required to cover security will be determined on a case by case basis upon consultation with the Chief of Police

ROAD CLOSURE: Yes. Alley behind the parking lot. (see map)

SECURITY: \_\_\_\_\_ NUMBER OF OFFICERS REQUESTED: \_\_\_\_\_  
Number of officers required to cover security will be determined on a case by case basis upon consultation with the Chief of Police

EMS SERVICES: \_\_\_\_\_ FIRE DEPT. SERVICES: \_\_\_\_\_

WATER SERVICE: \_\_\_\_\_ OTHER SERVICES: \_\_\_\_\_

ALCOHOL SERVED: YES \_\_\_\_\_ NO X \* Applicant is responsible for obtaining the proper alcohol permit from the Division of Liquor Control prior to the event.

EVENT'S INSURER: Nationwide Insurance \* Village must be listed as Additional Insured

ATTACH CERTIFICATE OF INSURANCE TO APPLICATION

PLEASE LIST VENDORS, SERVICES, CONTRACTORS, ETC. INVOLVED WITH EVENT:

NAME OF VENDOR	TYPE OF SERVICE PROVIDED
Each vendor is required to carry \$300,000 in liability coverage to attend.	

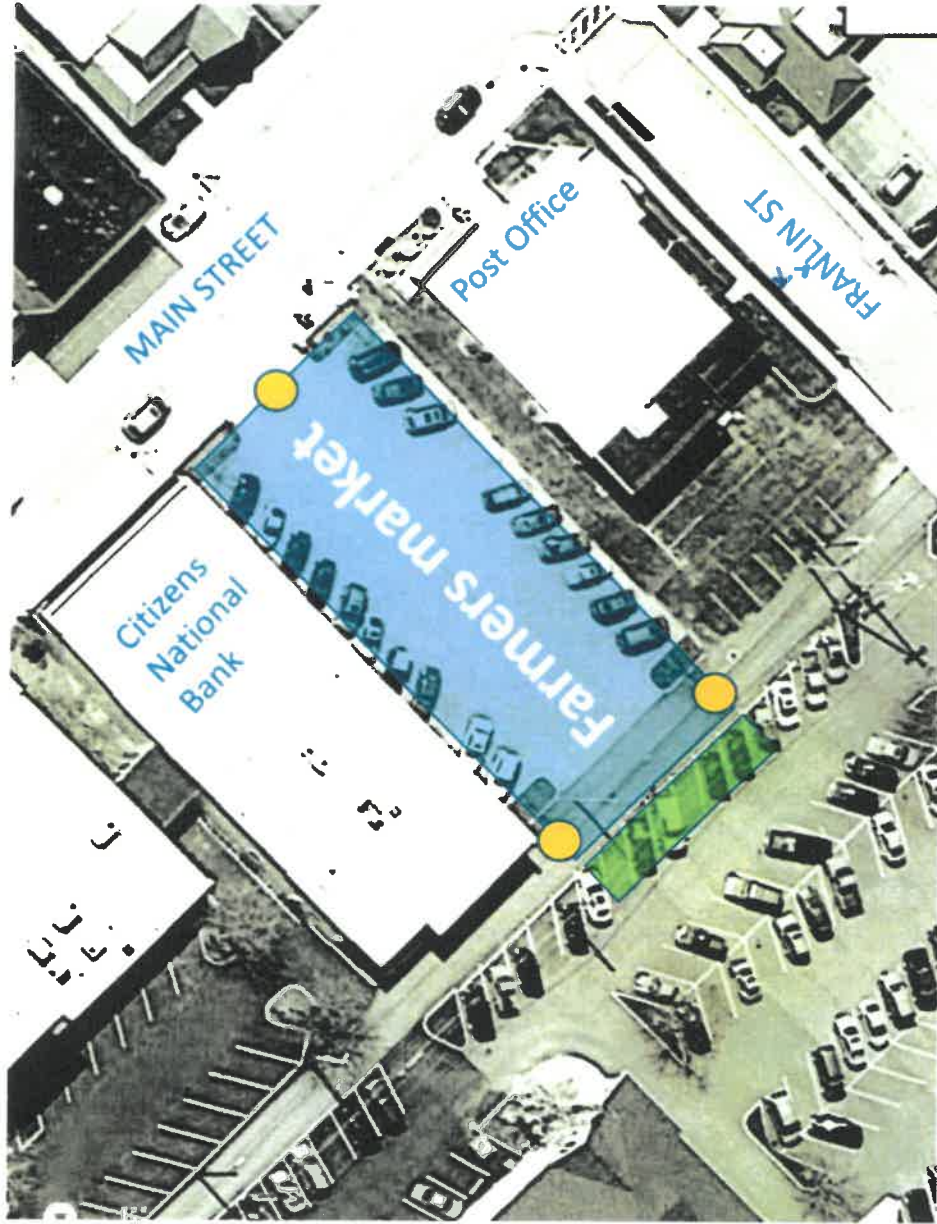
\* FOOD VENDORS ARE RESPONSIBLE FOR OBTAINING ANY NECESSARY HEALTH DEPARTMENT PERMITS

I understand that the granting of this permit for the special event creates no agreement or guarantee, express or implied, to any person or entity for any liability whatsoever connected with this special event. Any liability is the sole responsibility of the person or organization responsible for the special event. By signing this application, I acknowledge that all statements made herein are true and correct and that I have the authority to bind the organization that I represent.

APPLICANT'S SIGNATURE: James A. Enneking DATE: 4/10/2023

### APPROVED

MAYOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



- Vendor spaces
- Food trucks
- Cones to stop traffic

2018  
BLUFFTON  
FARMERS  
MARKET  
MAY 5-OCT 27  
7 A.M.-12:30 P.M

## **Village of Bluffton**

### **Administration's Report**

To: Mayor Johnson & Council Members



**04-10-23**

#### **UPCOMING PROJECTS:**

1. **S.R. 103 Pedestrian Pathway:** Legislation presented tonight for approval by emergency sets the contract for this project to be completed.
2. **Co. Line Rd. Pathway:** Pathway Board reviewed plans with Don Snyder who will be constructing Pathway once AEP has completed the necessary prior work.

#### **CONSTRUCTION PROJECT UPDATE:**

1. **Lawn & Jackson Watermain Replacement:** Trench paving has been scheduled for the week of April 17<sup>th</sup>.
2. **Bentley Rd. Intersection Improvements:** Curb & sidewalk installation to begin the week of April 10<sup>th</sup>.
3. **S.R. 103 Sanitary Replacement:** Unsuccessful initial boring last week. A few alterations were made and adjusted boring path was begun today. Hopeful to avoid problematic sand discovered with initial bore.
4. **S.R. 103 Curb Repair:** Smith Paving will begin project the week of April 10<sup>th</sup>. Anticipate completion within 3-4 weeks.

#### **AEP – Bluffton Area Improvements:**

**Construction** is planned to resume along Co. Line Rd. and S.R. 103 beginning the week of April 10. Road closures will be a part of these projects.

**S.R. 103 will be closed during the hours of 7 am to 5 pm from April 17 – May 5.**



Demolition of existing base at S.R. 103 and CO. Line Rd. scheduled to begin on Wednesday, April 12.

**PEP Safety Grant – PWD received \$1,000:** New plastic barricades have been ordered to assist with the safety of road closure events.

#### **Collections Update – Sanitary Compliance Inspections (SCI)**

Project timeline has been expedited to ensure completion before October 16, 2024.

- Under the EPA's Lead and Copper Rule Revisions, water systems are required to prepare and maintain an inventory of service line materials by this date.
- Subcategory of the SCI project is to inspect and determine the service line material as each property is inspected.

**Dashboard standings –** Project is 47.6 % complete!

#### **New National Opioids Settlements: Teva, Allergan, CVS, Walgreens and Walmart –**

- Request a motion from Council to participate in the settlements listed above

**Council Committee Meetings:** Request for meetings with: