

Village of Bluffton Council Meeting Agenda

February 10, 2025 at 7:00 PM



Opening Ceremonies

Call to Order, Mayor Johnson presiding
Pledge of Allegiance



Minutes

Approval of the minutes from the Special Council meeting held on Thursday, January 16, 2025
Approval of the minutes from the Village Council meeting held on Monday, January 27, 2025

Bills

Public Comment: Bluffton Sportsmen's Club & Bluffton Historical Society

Committee Reports

Parks & Recreation: 01/30
Utilities Committee: 01/30

Boards & Commissions

Pathway Board: 01/02

LEGISLATION

ORDINANCE NO. 02-2025

1st Reading

Emergency

AN ORDINANCE: AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF BLUFFTON, OHIO TO ENTER INTO, ON BEHALF OF THE VILLAGE, A MUTAL LEASE TERMINATION AGREEMENT WITH THE BLUFFTON COMMUNITY SPORTSMEN'S CLUB, INC., RELATIVE TO THE LEASE AGREEMENT IN THE ORDINANCE DESCRIBED, AND TO DECLARE AN EMERGENCY.

ORDINANCE NO. 03-2025

1st Reading

Emergency

AN ORDINANCE: AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF BLUFFTON, OHIO TO ENTER INTO, ON BEHALF OF THE VILLAGE, A LEASE WITH THE BLUFFTON HISTORICAL SOCIETY, RELATIVE TO THE PREMISES IN THE ORDINANCE DESCRIBED, AND TO DECLARE AN EMERGENCY

RESOLUTION NO. 06-2025

1st Reading

Emergency

A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2025.

Village Administration Report:

Mayor:

Safety Services Reports:

-EMS- -Fire Dept.- -Police Dept.-

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

- Council Meeting – Monday, February 10th at 7:00 pm
- Parks & Recreation Committee Meeting – Tuesday, February 18th at 6:00 pm
- Council Meeting – Monday, February 24th at 7:00 pm

Public Comment

Adjournment – Motion and Second

Village of Bluffton – Special Council meeting January 16, 2025, at 5:00 p.m.

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

Cupples motioned, seconded by Stahl, to approve hiring Noah Babcock as EMS Chief with an annual salary of \$70,000. His first day of employment will be February 3, 2025. Roll Call: Yes (5) Messrs: Cupples, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned to adjourn the meeting.

MAYOR

FISCAL OFFICER

Village of Bluffton – Regular meeting January 27, 2025, 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 January 13, 2025. 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.

Kingsley motioned, seconded by Sehlhorst, to approve a waiver of residency requirement for Police Chief Ryan Burkholder for the address 1359 Q1, Bluffton, OH 45817. 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:

1st Reading:

Resolution 04-2025 – A Resolution authorizing the Mayor and Village Administrator to enter into a contract with Utility Service Company, Inc., from Perry, Georgia and declaring an emergency. Cupples 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. 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.

Resolution 05-2025 – A Resolution authorizing the Mayor and Village Administrator to enter into a contract with Insituform Technologies, LLC from Baltimore, MD and declaring an emergency. Kingsley motioned to suspend the rules, seconded by Cupples. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved. Talavinia motioned to adopt the Resolution, seconded by Steiner. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Cupples motioned, seconded by Sehlhorst, to approve entering into a contract with CemSites from Perryopolis, PA to provide a cloud-based record management system software for Maple Grove Cemetery at an initial cost of \$17,980. Roll Call: Yes (6) Messrs: Cupples, Kingsley, Sehlhorst, Stahl, Steiner, and Talavinia. No (0), Abstain (0), motion approved.

Following the hiring of Noah Babcock as full-time EMS Chief, effective February 3, 2025, Jan Basinger submitted his resignation as Volunteer EMS Chief effective February 3, 2025. Steiner motioned, seconded by Talavinia, to accept the resignation of Chief Basinger, effective February 3, 2025, with thanks and appreciation for his many years as Volunteer EMS Chief. 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 & Sidewalks Committee on Wednesday, January 29 at 5:00 p.m.
Parks & Recreation Committee on Thursday, January 30 at 10:30 a.m. (Park Playground)
Parks & Recreation Committee on Thursday, January 30 at 11:30 a.m. (2025 Pool Rates & Staffing)
Utilities Committee on Thursday, January 30 at 3:00 p.m.
Cemetery Board on Monday, February 3 at noon.
Pathway Board Meeting on Thursday, February 6 at noon.
Parks & Recreation Committee on Thursday, February 6 at 2:00 p.m. (Park Playground)
Council Meeting on Monday, February 10 at 7:00 p.m.

MAYOR

FISCAL OFFICER

VILLAGE OF BLUFFTON
VOUCHER REPORT 2/10/2025 - PRELIMINARY

VENDOR	AMOUNT	DEPARTMENT	DESCRIPTION
AIRGAS USA, LLC	827.42	Multiple	METAL CHOP SAW
ALL SERVICE AERATION, INC	482.50	Multiple	PORTABLE TOILETS
ALLEN COUNTY TREASURER	3,089.51	Administrative	2025 REAL ESTATE TAXES
ALLOWAY TESTING	50.00	Multiple	TESTING
ALLOWAY TESTING	1,547.00	Multiple	TESTING
AMERICAN ELECTRIC POWER	26,218.17	Multiple	ELECTRICITY
AMERICAN ELECTRIC POWER	101.50	Multiple	ELECTRICITY
BEST, LYNDA	254.80	Administrative	BLAZE LIGHTS
BLACKBURN, JESSE	122.00	Street	ORANGE TWP. ANNEXATION RECORDING
BLUFFTON DIESEL SERVICE	703.72	Rescue	UNIT 109 FUEL SYSTEM
BLUFFTON DIESEL SERVICE	379.56	Rescue	EMS OIL & FILTER CHANGES
BLUFFTON DIESEL SERVICE	447.34	Rescue	EMS OIL & FILTER CHANGES
BLUFFTON DIESEL SERVICE	550.49	Street	DUMP TRUCK REPAIR
BLUFFTON FLYING SERVICE	5,000.00	Airport	AIRPORT MANAGEMENT
BLUFFTON FLYING SERVICE	2,161.95	Airport	MAINT. ITEMS - DOOR OPENER, RUNWAY LIGHTS
BOUND TREE MEDICAL	66.90	Rescue	MEDICAL SUPPLIES
BUREAU OF WORKERS COMPENSATION	2,207.00	Administrative	2024 PAYROLL TRUE-UP
CHARTER COMMUNICATIONS	43.42	Administrative	CABLE
CHARTER COMMUNICATIONS	174.98	Multiple	CABLE
CHOICE ONE ENGINEERING	6,430.45	Street	SR 103 AT NAVAJO IMPROVEMENT
CINTAS	87.38	Administrative	UNIFORMS
CINTAS	87.38	Administrative	UNIFORMS
CITIZEN'S NATIONAL BANK	1,205.01	Multiple	TRAFFIC CONES - PEP GRANT
CITIZEN'S NATIONAL BANK	29.50	Sewer	SCI NOV
CITIZEN'S NATIONAL BANK	571.20	Multiple	UTILITY ACCOUNT UPDATES
CITIZEN'S NATIONAL BANK	85.00	Administrative	CLEMANS NELSON TRAINING
CITIZEN'S NATIONAL BANK	175.20	Administrative	STAMPS
CITIZEN'S NATIONAL BANK	73.00	Administrative	STAMPS FOR W-2 & 1099'S
CITIZEN'S NATIONAL BANK	233.58	Police	TRAINING
CITIZEN'S NATIONAL BANK	117.52	Police	OFFICE SUPPLIES
CONNECT PARENT CORPORATION	238.99	Administrative	PHONES
DENNIS E. KIMMET	17,958.00	Street	PARCEL 014-WD, T SR 103 ROW
FRUCHEY, LOGAN	157.86	Water	WATER SUPPLY CLASS & EPA LICENSE
GRAINGER INC	235.44	Water	MARKING PAINT
HANCOCK COUNTY RECORDER	543.00	Administrative	RECORDING OF ANNEXED PROPERTIES
HANCOCK COUNTY TREASURER	15,191.46	Administrative	2025 REAL ESTATE TAXES
HAWTHORNE-SEVING, INC.	768.00	Multiple	WELDING TABLE
HOHENBRINK EXCAVATING	52,180.41	Park	SOCCER COMPLEX STORM SEWER
JUSTIN SHANNON	760.00	Land & Buildings	TOWN HALL CLEANING
KLEEM	811.88	Street	STREET SIGNS
LEXIS NEXIS RISK DATA MANAGEMENT INC.	50.00	Administrative	ADDRESS SEARCHES
MARATHON FLEET SERVICES	1,600.35	Multiple	FUEL
NEW HORIZON COMMUNICATIONS	613.79	Administrative	PHONES
NORTHWESTERN OHIO SECURITY SYSTEMS	202.00	Land & Buildings	MONITORING
OHIO UTILITIES PROTECTION SERVICE	4.00	Administrative	MANUAL CALLOUTS
PERRY CORPORATION	152.37	Administrative	IT CONTRACT
SITE INDUSTRIES, LLC	8,990.00	Cemetery	CEMSITES SOFTWARE PROGRAM
STAPLES BUSINESS ADVANTAGE	192.49	Multiple	SUPPLIES
STAPLES BUSINESS ADVANTAGE	38.11	Multiple	SUPPLIES
STEVE SWISHER	13,097.44	Capital Improvements	CRUISER EQUIPMENT
STRYKER	2,236.11	Capital Improvements	AED
TREASURER OF STATE OF OHIO	516.60	Administrative	AUDIT FEES
UNITED STATES PLASTIC CORP.	144.17	Sewer	CHEM FEED PARTS
UNITED STATES PLASTIC CORP.	341.32	Sewer	CHEM FEED PARTS
USA BLUE BOOK	2,471.76	Multiple	SUPPLIES

UTILITY SERVICE CO, INC.	81,663.00	Capital Improvements	FILL PIPE REPLACEMENT
VERIZON WIRELESS	100.33	Multiple	CELL PHONES
VERIZON WIRELESS	160.44	Multiple	CELL PHONES
VETTER LUMBER CO.	19.98	Multiple	SUPPLIES
ZIMMERMAN, ROSS	200.00	Police	BOOTS
	<u>255,162.78</u>		

JANUARY MONTHLY	2,569.00
MEDICARE	37.22
OPERS	269.03
FICA	40.14
BIWEEKLY PAYROLL 2/7/25	56,248.62
MEDICARE	768.43
OPERS	4,016.32
OP&F	5,374.31

Council Signature : _____

Date: _____

Meeting: Bike and Pedestrian Pathway Board

Date/Time: Thursday, January 2, 2025, Noon, Town Hall, 3rd Floor

Members Present: Mitch Kingsley, Greg Denecker, Phill Talavinia, Travis Music, David Smith

Village Liaisons Present: Jesse Blackburn, Administrator and Ben Stahl

Agenda: 1. Overpass Pathway (Countyline Road)?
2. What is next? Riley

*Minutes of the November 7, 2024, meeting approved.

* Dane Sommer – Project Manager for Choice One Engineering (who did engineering for several of our pathways) let us know of available Federal funding for pathways that could be applied for. Based on the scoring criteria he suggests we apply a project connecting the new County Line Pathway to Village Park -- by shoulder widening the road over I-75 overpass to the entrance of the Park. The Village will apply for this funding before April and see what comes of the awards.

* Next Pathway – We discussed the Riley Street Pathway. Should it be a 6' sidewalk? A share-row built onto the asphalt of Riley Street? Which side of the road? How will the neighbors react to various ideas? We are wondering if the next step for this project is to pay for engineering so we can establish the facts on the ground for our decisions. Could the Lions Foundation pathway funds help with this?

NOTE: Next Meeting: Thursday, February 6, 2025 Noon, 3rd Floor, Town Hall

Respectfully submitted,
Mitch Kingsley/Jenny Pilarowski

Village of Bluffton
Utilities Committee Meeting
January 30, 2025 @ 3:00 PM

Committee members present: David Steiner & Jerry Cupples

Mayor Richard Johnson.

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

The committee reviewed presentations prepared by administration analyzing water and sewer tapping fees. It brought to our attention that the tapping fees have not been updated for over 10 years. There was discussion about data needed to update the amounts for fees. There was also discussion about whether to consider fees for fire suppression taps.

The committee agreed that we should take into account the cost of materials and labor to install taps. There was also discussion about including a capacity fee to account for the cost of the water and sewer system.

The committee requests that the administration do additional research into the costs and meet with the committee later to consider recommendations for legislation.

The meeting adjourned at 3:35 PM.

David Steiner

Jerry Cupples

Parks & Rec - Minutes
Village of Bluffton
Town Hall
January 30th, 2025

Present: Council - Ben Stahl, Mitch Kingsley, Rich Johnson
Admin - Jesse Blackburn, Kevin Nickel

Start: 12:17 End: 1:15
Topics: Pool resolution

Minutes:

- The committee reviewed last year's rates/wages resolution in light of the \$0.25 increase to Ohio's minimum wage. We recommend the following hourly wage schedule:
 - Pool Manager - \$15.00
 - Assistant Managers - \$12.50
 - Lifeguards - \$11.00
 - Slide Attendants (New) - \$10.70
- We've had slide attendants for the last several years with the same compensation as lifeguards, despite the fact that they often do not have the same certifications or responsibilities. Our hope is that putting daylight between the two positions encourages slide attendants to move up to lifeguards.
- Our only recommended change to rates is to increase the pool rental to \$350 for a two-hour rental. We feel that this is in line with other comparable rental activities in the area.

Ben Stahl

Mitchell Kingsley

ORDINANCE NO. 02-2025

AN ORDINANCE: AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF BLUFFTON, OHIO TO ENTER INTO, ON BEHALF OF THE VILLAGE, A MUTAL LEASE TERMINATION AGREEMENT WITH THE BLUFFTON COMMUNITY SPORTSMEN’S CLUB, INC., RELATIVE TO THE LEASE AGREEMENT IN THE ORDINANCE DESCRIBED, AND TO DECLARE AN EMERGENCY.

WEREAS, the Village entered into a Lease Agreement with the Bluffton Community Sportsmen’s Club, Inc., on May 20, 1986, as described in the attached and marked as “**Exhibit 1**” and is incorporated as though written herein.

WHEREAS, the Village and the Bluffton Community Sportsmen’s Club, Inc., both mutually agree they wish to terminate the aforesaid lease agreement prior to the originally agreed upon expiration date;

WHEREAS, that it is essential for the preservation of the health, safety and welfare of the residents of the Village of Bluffton, Ohio, that this Ordinance go into effect immediately in order to provide a mutual lease termination agreement as hereinbefore set forth to be effective immediately so that the Village may be free to enter into a new lease agreement with the Bluffton Historical Society for the subject property.

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

- Section 1:** That the Mayor and the Administrator of the Village be, and that they are hereby authorized and directed to enter into a mutual lease termination agreement with the Bluffton Community Sportsmen’s Club, Inc., which is attached and marked as “**Exhibit 1**” and is incorporated as though written herein.
- Section 2:** That for the reasons set forth in the preamble hereof, this Ordinance is deemed an emergency and upon passage by the requisite majority of this council, shall take effect at the earliest date allowed by law.
- Section 3:** 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 of any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements under the Ohio Revised Code.

Passed and Adopted this _____ day of _____, 20____, by the Council of the Village of Bluffton, Ohio by the following vote:

Ayes: _____ No's: _____ Abstain: _____

Attest:

Kevin Nickel
Village Fiscal Officer

Richard Johnson
Mayor

Approved as to Form:

Village Solicitor

MUTUAL LEASE TERMINATION AGREEMENT

This Mutual Lease Termination Agreement is made this _____ day of _____, 2025, by and between the Village of Bluffton, Ohio, hereinafter known as Lessor(s), and Bluffton Community Sportsmen’s Club, Inc., hereinafter known as Lessee(s).

WHEREAS, on May 20, 1986, the Village of Bluffton, Ohio as Lessor(s), entered into a certain Lease Agreement (see attached Exhibit A) with Bluffton Sportsmen’s Club, Inc., as Lessee, for rights of occupancy and exclusive use of to the property as described in the legal description of said Exhibit A.

AND WHEREAS, the parties now desire to formally cancel and terminate said Lease Agreement.

NOW THEREFORE, Lessee(s) hereby surrender all their rights under said Lease Agreement and hereby releases Lessor(s) from all obligations and claims thereunder.

IN CONSIDERATION WHEREOF, Lessor(s) hereby accepts such surrender and release and hereby releases Lessee(s) from all claims and obligations thereunder.

INWITNESS WHEREOF, we have hereunto set our hands first above mentioned.

Acknowledged in the Presence of:

Village of Bluffton, Ohio

Bluffton Community Sportsmen’s Club, Inc.

By: _____
Richard Johnson, Mayor

By: _____
President

By: _____
Jesse Blackburn, Administrator

By: _____
Secretary

STATE OF OHIO)
)
ALLEN COUNTY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, Lessee(s).

Notary Public

STATE OF OHIO)
)
ALLEN COUNTY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, Lessor(s).

Notary Public

JAMES I. KING, Mayor
LARRY R. CORE, Village Administrator

THOMAS L. FOLTZ, Clerk-Treasurer
(419) 358-2066

VILLAGE OF BLUFFTON

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

May 5, 1986

Mr. Roger Edwards
President
Bluffton Sportsmen Club
101 North Main Street
Bluffton, Ohio 45817

Dear Roger:

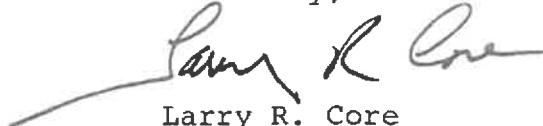
With this Lease to the Sportsmen Club for the ground to locate the Railroad Depot building, the Village Council would hope for Club growth and community strenght.

We are pleased to assist the Spotsmen Club in their endeavor of promoting various sporting activities in preserving some of the history of the Village by acquiring the Railroad Depot.

Thank you for the copy of Certificate of Insurance for the Club and your contractor.

If my office can be of any further assistance in the development of this endeavor, please do not hesitate to contact me.

Sincerely,



Larry R. Core
Village Administrator

LRC:ejz

Encls.

SPORTSMEN.LES

LEASE

KNOW ALL MEN BY THESE PRESENTS, That, whereas, on the 20 day of May, 1986, the Council of the VILLAGE OF BLUFFTON, OHIO passed Ordinance No. 9-86, authorizing, according to the terms and conditions thereof, the leasing of certain real estate hereinafter described to **BLUFFTON COMMUNITY SPORTSMEN'S CLUB, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Ohio.

NOW, THEREFORE, pursuant to the premises and in accordance with the provisions of said Ordinance No. 9-86, the said Village of Bluffton, Ohio, hereinafter called Lessor, by James P. King, its duly elected Mayor, and Thomas L. Foltz, its duly elected Clerk, hereby leases unto Bluffton Community Sportsmen's Club, Inc., a not-for-profit corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as Lessee, by its duly authorized officers, the following described land, to-wit:

Situated in the Village of Bluffton, County of Allen and State of Ohio, and known as being a part of the Northwest Quarter (1/4) of Section 1, T2S, R8E, Richland Township and more fully described as follows:

Commencing at the Northwesterly corner of the abutment of the Snider Road bridge over Big Riley Creek in said Village where the same intersects with the West line of Snider Road; thence North along the West line of Snider Road One hundred eighty (180) feet, more or less, to a point in the West line of Snider Road; thence West perpendicular to the West line of Snider Road a distance of One Hundred fifty (150) feet, more or less, to a point; thence South, parallel with the West line of Snider Road a distance of One hundred ten (110) feet, more or less to a point on the North bank of Big Riley Creek; thence Southeast with the meanderings of the north bank of Big Riley Creek to the place of beginning.

Be the same more or less, to have and to hold the same with all appurtenances and privileges thereto belonging for and during the full term of Ninety-nine (99) years, commencing with the 1st day of June, 1986, yielding and paying therefor during the term aforesaid the total rent of One (\$1.00) Dollars, in advance, payable to the Treasurer of said Village.

The said Lessee does hereby covenant and agree with the said Lessor as follows:

1. That it is a corporation organized under the laws of the State of Ohio, and is a corporation not for profit and is authorized to conduct and operate a club for the promotion of various sporting activities.

2. To conform to and obey all present and future laws, ordinances rules, regulations, requirements and orders of all governmental authorities or agencies concerning or respecting the use and occupation of said premises; provided, however, that the terms and conditions of this contract shall not be altered by any ordinance of the Lessor.

3. The Lessee will not assign this Lease nor under-let said premises, nor any part thereof, without the written consent of the Lessor.

4. The Lessee will permit the Lessor, its officers and agents, to enter upon the said premises at all reasonable times for the purposes of inspection and examination.

5. At the expiration of said term or any renewal thereof, the Lessee will surrender and deliver up said premises in as good order and conditions as the same now are or may be put, reasonable use and natural wear and tear thereof and damage by fires or other unavoidable casualty excepted.

6. The Lessee shall provide and shall pay the premiums for policies of insurance insuring the premises against liability in an amount of not less than One Hundred Thousand (\$100,000.00) Dollars for each person and Three Hundred Thousand (\$300,000.00) Dollars. It is understood and agreed by both of the parties hereto that the land leased hereunder is owned by the Lessor while the building to be located thereon is owned by the Lessee and is intended, at present, to be used as a club house and meeting place.

7. The Lessee shall furnish said building with the equipment to operate said club house and meeting place and said equipment shall at all times be the property of said Lessee.

8. Said Lessee shall keep said lands surrounding said building in a neat and orderly manner.

9. Said Lessee, as further consideration herefor, hereby agrees to save the Lessor harmless from any claim or claims, cause or causes of action, or demands relative to suits which may be filed against the said Lessor involving the operation of the club house and meeting place or growing out of any use or occupancy of the premises on which the said club house and meeting place is located and further agrees that they will be responsible and will defend any law suit relative thereto and pay whatever judgment that may or might be obtained against the said Lessor.

The Lessor Agrees:

1. That there is extended to the Lessee an option to renew for a term equal to the term provided for herein this Lease. Provided however, that the intention to exercise such operation shall be communicated to Lessor by Lessee ninety (90) days prior to the expiration of the term hereof and further that at the time of such exercise all the terms, conditions, and provisions of this Lease shall have been complied with by the Lessee.

2. That if the Lessee shall perform all the covenants and agreements herein contained and pay the rent as herein provided, that the Lessee shall peaceably and quietly hold, occupy and enjoy said premises during the said term of this Lease or any extension thereof without hindrance or molestation by the Lessor or any person or persons claiming under it.

IN WITNESS WHEREOF, the Village of Bluffton, Ohio, hereinbefore called Lessor, has hereunto caused to be affixed its name and corporate seal and the names of its said officers and the attestation of the clerk of said Village and the said Bluffton Community Sportsmen's Club, Inc. hereinbefore called Lessee, has hereunto caused to be affixed its name and corporate seal and the names of its said officers this 20 day of May, 1986.

Acknowledged in the Presence of:

VILLAGE OF BLUFFTON, OHIO

James Herrmann

BY: James P. King
JAMES P. KING, MAYOR

Charles Swank

BY: Thomas A. Foltz
THOMAS FOLTZ, CLERK

BLUFFTON COMMUNITY SPORTSMEN'S CLUB, INC.

Jay Marshall

BY: Roger Edwards
ROGER EDWARDS, PRESIDENT

Frederick D. Rodabaugh

BY: Andrew Herrmann
ANDREW HERRMANN, SECRETARY

STATE OF OHIO, COUNTY OF ALLEN, SS:

On this 20th day of May, 1986, before me a Notary Public in and for said County and State, came JAMES P. KING, Mayor of the Village of Bluffton, Ohio, and THOMAS L. FOLTZ, Clerk of the Village of Bluffton, Ohio, and severally acknowledged the execution of the foregoing Lease to be their voluntary act on behalf of the Village, and the corporate act and Lease of said Village.

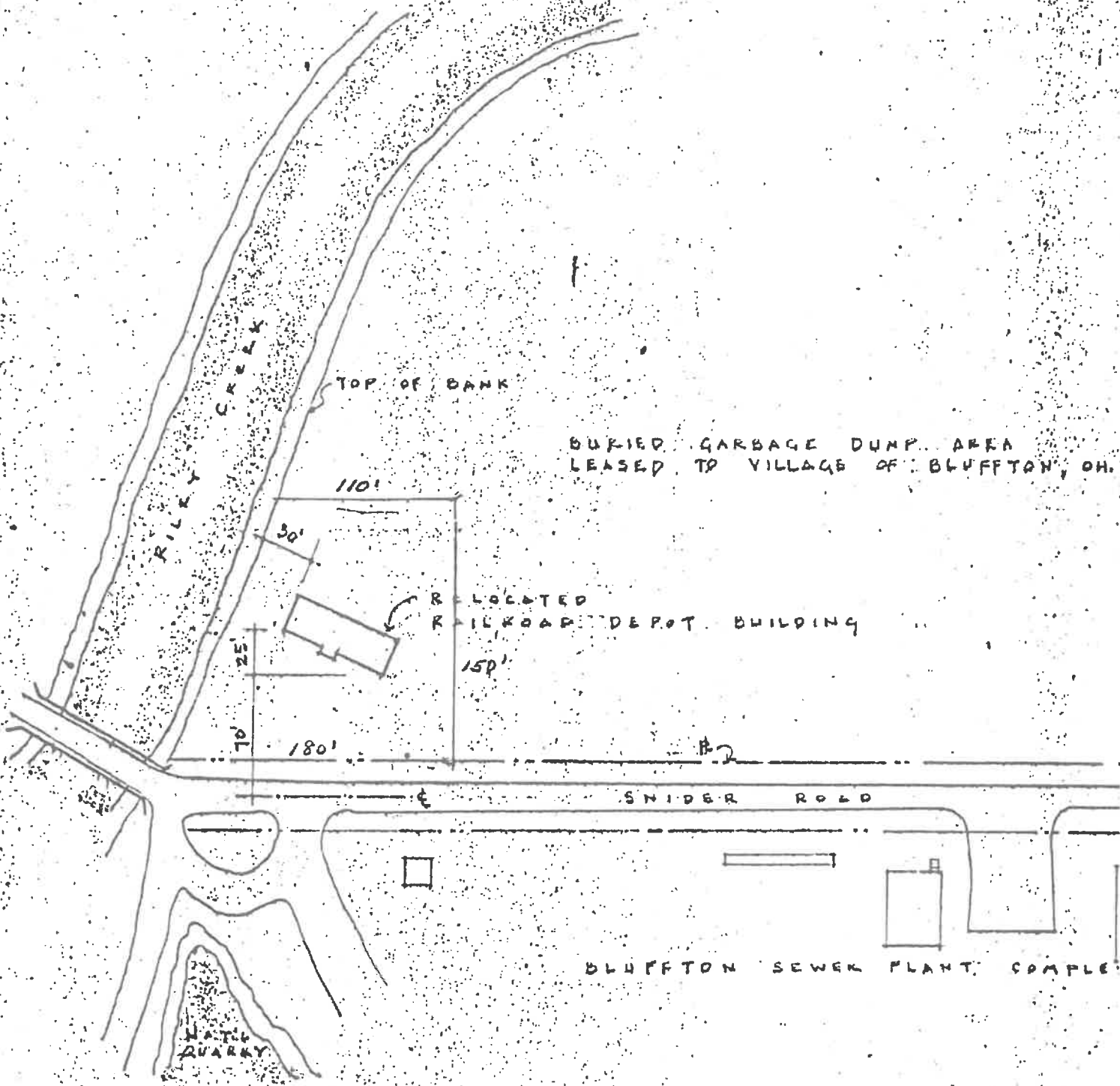
Also came ROGER EDWARDS, President and ANDREW HERRMANN Bluffton Community Sportsmen's Club, Inc., the corporation whose name is subscribed to and which executed the foregoing instrument, and for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument; and acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they affixed such corporate seal to, and otherwise executed, said instrument by authority of the Board of Directors, and on behalf of said corporation; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation; for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

S. W. Diller
Notary Public

This Instrument Prepared By:
Samuel W. Diller
Attorney at Law
138 N. Main St. P.O. Box 46
Bluffton, Ohio 45817
419/358-5606

S. W. DILLER, Attorney-At-Law
Notary Public-State of Ohio
My commission has no expiration
date-Section 147.03 R. C.



SITE PLAN

SCALE 1" = 50'



SPORTSMEN.ORD

ORDINANCE NO. 9 -86

AN ORDINANCE: AUTHORIZING THE MAYOR AND CLERK OF THE VILLAGE OF BLUFFTON, OHIO TO ENTER INTO, ON BEHALF OF THE VILLAGE, A LEASE WITH BLUFFTON COMMUNITY SPORTSMEN'S CLUB, INC., AN OHIO CORPORATION NOT FOR PROFIT, RELATIVE TO PREMISES IN THE ORDINANCE DESCRIBED, AND TO DECLARE AN EMERGENCY.

WHEREAS, the Village is the owner of certain premises more particularly described as follows, to-wit:

Situated in the Village of Bluffton, County of Allen and State of Ohio, and known as being a part of the Northwest Quarter (1/4) of Section 1, T2S, R8E, Richland Township and more fully described as follows:

Commencing at the Northwesterly corner of the abutment of the Snider Road bridge over Big Riley Creek in said Village where the same intersects with the West line of Snider Road; thence North along the West line of Snider Road One Hundred Eighty (180) feet, more or less, to a point in the West line of Snider Road; thence West, perpendicular to the West line of Snider Road a distance of One Hundred Fifty (150) feet, more or less, to a point; thence South, parallel with the West line of Snider Road a distance of One Hundred Ten (110) feet, more or less to a point on the North bank of Big Riley Creek; thence Southeast with the meanderings of the north bank of Big Riley Creek to the place of beginning.

and on said premises being the location of a certain building owned by Bluffton Community Sportsmen's Club, Inc.; and

WHEREAS, the said building is intended to be used by Bluffton Community Sportsmen's Club, Inc., a non-profit corporation as and for a club house and meeting room; and

WHEREAS, it is necessary for the use of the said building by Bluffton Community Sportsmen's Club, Inc., a non-profit corporation, that a leasing agreement be entered into by and between the Village and such non-profit corporation; and

WHEREAS, an emergency exists in the usual daily operations of the municipal government in that it is necessary for the immediate preservation of the public health, welfare, and safety of the inhabitants of the Village of Bluffton, Ohio, and for the further reason that said club house is being moved onto said property by Bluffton Community Sportsmen's Club, Inc. and

it is therefore necessary that action be taken to provide an agreement of lease as hereinbefore set forth to be effective immediately.

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

Section 1. That the Mayor and the Clerk of the Village be, and that they are hereby authorized and directed to enter into an agreement of lease with Bluffton Community Sportsmen's Club, Inc. relative to premises more particularly described in the preamble hereof and subject to the further terms and conditions as are set forth herein.

Section 2. That the said agreement of lease shall contain, the following terms and conditions:

- (a) Said Lessee shall be required to conform to and by all present and future laws, ordinances, rules and regulations and orders of all governmental authorities having jurisdiction over the property.
- (b) The Lessee shall not assign or sub-lease the premises nor any part thereof without the written consent of the Lessor.
- (c) The Lessee shall permit inspection of the premises by the Lessor at all reasonable times.
- (d) That upon the expiration of the terms of the said Lease or any renewal thereof, the premises shall be surrendered and delivered to the Lessor in as good as order and condition as the same are upon the date of execution of the said Lease, subject to reasonable use and natural wear and tear and unavoidable casualty.
- (e) That insurance, insuring in full the value of the building against hazards of fire and windstorm, shall be provided by the Lessee.
- (f) That the said Lessee shall furnish said building with the equipment to operate said club house and meeting place and said equipment shall at all times be the property of said Lessee.
- (g) That the Lessee shall save the Lessor harmless from any damage suits that may be filed against the said Lessor for any cause whatsoever and shall be solely responsible for the premises and the operation of a club house and meeting room thereon and shall to this end provide satisfactory liability insurance protecting the said Lessor.

(h) That the Lease so executed shall be for a term of ninety-nine (99) years commencing on the first day of June, 1986, yielding and paying therefore during the term aforesaid the total rent of One (\$1.00) Dollar.

Section 3. That for the reasons set forth in the preamble hereof, this Ordinance is deemed an emergency and upon passage by the requisite majority of this council, shall take effect at the earliest date allowed by law.

Section 4. 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 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.

Passed and Adopted this 20th day of May, 1986 by the governing board of the Village of Bluffton, Ohio by the following vote:

Ayes: 6 Noes: 0 Absent: _____

Attest:

Jill Caskie
CLERK

James P. King
MAYOR

Approved as to Form:

L. S. Miller
VILLAGE SOLICITOR

RECORD OF PROCEEDINGS

Minutes of

Regular Council

Meeting

national graphics

National Graphics Corp., Cols., O. Form No. 1097

Held

May 20

19 86

Mayor James P. King presiding, Messrs: Badertscher, Crites, Groman, Marshall, Rodabaugh, Urich.

The minutes of the previous meeting of May 6, 1986, were presented and approved on motion by Mr. Crites, seconded by Mr. Urich. Roll Call: Yeas (6). Messrs: Crites, Urich, Badertscher, Groman, Marshall, Rodabaugh. Nays (0).

Ordinance 5-B was presented covering the following bills:

796 - K. Persinger	Village Payroll	St	182.86
797 - K. Weyer	" "	GF	565.96
798 - G. Metheney	" "	GF	424.86
		St	60.70
		Cem	20.23
799 - R. Matter	" "	GF	474.57
		St	67.79
		Cem	22.60
800 - M. Shields	" "	St	13.24
		Pk	52.98
801 - J. Hicks	Police Payroll	GF	704.45
802 - H. Felver	" "	GF	582.71
803 - D. Barnes	" "	GF	653.00
804 - T. Thwaites	" "	GF	686.50
805 - J. Caskie	Administrative Payroll	GF	510.50
806 - J. Picklesimer	Cemetery Payroll	Cem	177.60
807 - D. Nuzum	" "	Cem	175.84
808 - R. Matter	Swimming Pool Payroll	GF	124.28
818 - Marathon Petroleum	Gas PD-60.75 FD-31.08	GF	91.83
		St	28.85
819 - Phillips 66	Gas PD-519.20 FD-12.88	GF	622.24
	Res-61.41 Ref-28.75	St	67.98
820 - Apex Services	Uniforms - Ref.	GF	48.60
821 - West Ohio Gas Co	Natural Gas	GF	178.00

ORDINANCE NO. 03-2025

AN ORDINANCE: AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF BLUFFTON, OHIO TO ENTER INTO, ON BEHALF OF THE VILLAGE, A LEASE WITH THE BLUFFTON HISTORICAL SOCIETY, RELATIVE TO THE PREMISES IN THE ORDINANCE DESCRIBED, AND TO DECLARE AN EMERGENCY.

WEREAS, the Village is the owner of certain premises more particularly described as follows, to wit:

Situated in the Village of Bluffton, County of Allen and State of Ohio, and known as being part of the Northwest Quarter (1/4) of Section 1, T2S, R8E, Richland Township and more fully described as follows:

Commencing at the Northwesterly corner of the abutment of the Snider Road bridge over Big Riley Creek in the said Village where the same intersects with the West line of Snider Road; thence North along the West line of Snider Road One hundred eighty (180) feet, more or less, to a point in the West line of Snider Road; thence West perpendicular to the West line of Snider Road a distance of One Hundred fifty (150) feet, more or less, to a point; thence South parallel with the West line of Snyder Road a distance of One Hundred ten (110) feet, more or less to a point on the North bank of Big Riley Creek; thence southeast with the meanderings of the north bank of Big Riley Creek to the place of beginning and on said premises being the location of a certain building owned by the Village of Bluffton; and

WHEREAS, the said building is intended to be used by the Bluffton Historical Society, a not-for-profit organization as and for a meeting place and educational center;

WHEREAS, it is necessary for the use of the said building by the Bluffton Historical Society, a not-for-profit organization that a leasing agreement be entered into by and between the Village and such not-for-profit organization; and

WHEREAS, that it is essential for the preservation of the health, safety and welfare of the residents of the Village of Bluffton, Ohio, that this Ordinance go into effect immediately in order to provide an agreement of lease as hereinbefore set forth to be effective immediately and insure an uninterrupted term of possession and occupancy of the premises.

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

Section 1: That the Mayor and the Administrator of the Village be, and that they are hereby authorized and directed to enter into an agreement of lease with the Bluffton Historical Society, relative to the premises more particularly described in the lease agreement attached and marked as “**Exhibit 1**” and is incorporated as though written herein.

Section 2: That for the reasons set forth in the preamble hereof, this Ordinance is deemed an emergency and upon passage by the requisite majority of this council, shall take effect at the earliest date allowed by law.

Section 3: 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 of any of its committees that resulted in such formal action were in meetings open to the public, and in compliance with all legal requirements under the Ohio Revised Code.

Passed and Adopted this _____ day of _____, 20____, by the Council of the Village of Bluffton, Ohio by the following vote:

Ayes: _____ No's: _____ Abstain: _____

Attest:

Kevin Nickel
Village Fiscal Officer

Richard Johnson
Mayor

Approved as to Form:

Village Solicitor

LEASE

THIS LEASE AGREEMENT is made effective as of the _____ day of _____, 2025 by and between the **Village of Bluffton**, Lessor(s), and the **Bluffton Historical Society**, a not-for-profit organization, Lessee(s). The parties agree as follows:

PREMISES: Lessor(s), in consideration of the lease payments provided in this lease, leases to Lessee(s) exclusive use of the following described land, to-wit:

Situated in the Village of Bluffton, County of Allen and State of Ohio, and known as being part of the Northwest Quarter (1/4) of Section 1, T2S, R8E, Richland Township and more fully described as follows:

Commencing at the Northwesterly corner of the abutment of the Snider Road bridge over Big Riley Creek in the said Village where the same intersects with the West line of Snider Road; thence North along the West line of Snider Road One hundred eighty (180) feet, more or less, to a point in the West line of Snider Road; thence West perpendicular to the West line of Snider Road a distance of One Hundred fifty (150) feet, more or less, to a point; thence South parallel with the West line of Snyder Road a distance of One Hundred ten (110) feet, more or less to a point on the North bank of Big Riley Creek; thence southeast with the meanderings of the north bank of Big Riley Creek to the place of beginning.

TERM. Be the same more or less, to have and to hold the same with all appurtenances and privileges thereto belonging for and during the full term of Ninety-nine (99) years, commencing with the _____ day of _____, 2025, yielding and paying therefor during the term aforesaid the total rent of one (\$1.00) Dollars, in advance, payable to the Treasurer of said Village.

SECURITY DEPOSIT: No Security Deposit is necessary at this time.

POSSESSION AND RESPONSIBILITIES: The said Lessee(s) does hereby covenant and agree with the said Lessor(s) as follows:

1. That it is a not-for-profit organization, organized under the laws of the state of Ohio, and is authorized to conduct and operate as an organization focused on the preservation of historically relevant locations, items and resources connected with the Village of Bluffton, Ohio.
2. To conform to and obey all present and future laws, ordinances rules, regulations, requirements and orders of all governmental authorities or agencies concerning or respecting the use and occupation of said premises; provided, however, that the terms and conditions of this contract shall not be altered by any ordinance of the Lessor(s)

3. The Lessee(s) will not assign this lease nor under-let said premises, nor any part thereof, without the written consent of the Lessor(s).
4. The Lessee will permit the Lessor(s), its officers and agents, to enter upon the said premises at all reasonable times for the purposes of inspection and examination.
5. At the expiration of said term or any renewal thereof, the Lessee(s) will surrender and deliver up said premises in as good order and conditions as the same now are or may be put, reasonable use and natural wear and tear thereof and damage by fires or other unavoidable casualty excepted.
6. The Lessee(s) shall provide and shall pay the premiums for policies of insurance insuring the premises against liability in an amount of not less than _____ (\$ _____) Dollars for each person and _____ (\$ _____) Dollars. It is understood and agreed by both of the parties hereto that the Land leased hereunder is owned by the Lessor(s) while the building to be located thereon is owned by the Lessee(s) and is intended, at present, to be used as a meeting place and educational center.
7. The Lessee(s) shall furnish said building with the equipment to operate said meeting place and educational center and said equipment shall at all times be the property of said Lessee(s).
8. Said Lessee(s) shall keep said lands surrounding said building in a neat and orderly manner.
9. Said Lessee(s), as further consideration herefor, hereby agrees to save the Lessor(s) harmless from any claim or claims, cause or causes of action, or demands relative to suits which may be filed against the said Lessor(s) involving the operation of the meeting place and educational center or growing out of any use or occupancy of the premises on which the said meeting place and educational center is located and further agrees they will be responsible and will defend any law suit relative thereto and pay whatever judgment that may or might be obtained against the said Lessor(s).

The Lessor(s) Agree:

1. That there is extended to the Lessee(s) an option to renew for a term equal to the term provided for herein this lease. Provided however, that the intention to exercise such operation shall be communicated to the Lessor(s) by Lessee(s) ninety (90) days prior to the expiration of the term hereof and further that at the time of such exercise all the terms, conditions, and provisions of this Lease shall have been complied with by the Lessee(s).

2. That if the Lessee(s) shall perform all the covenants and agreements herein contained and pay the rent as herein provided, that the Lessee(s) shall peaceably and quietly hold, occupy and enjoy said premises during the said term of this Lease or any extension thereof without hinderance or molestation by the Lessor(s) or any person or persons claiming it.

ENTIRE AGREEMENT/AMENDMENT: This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing, if the writing is signed by the parties hereto.

SEVERABILITY: This Lease shall be considered severable and in the invalidity of any one of more provisions shall not make the balance of the lease unenforceable.

NOTICE: Notices under this lease shall not be deemed valid unless given or served in writing.

IN WITNESS WHEREOF the **Village of Bluffton, Ohio** and the **Bluffton Historical Society** have caused this Agreement to be executed by their duly authorized officers and have agreed as of the date first above written.

Village of Bluffton, Ohio

Bluffton Historical Society

By: _____
Richard Johnson, Mayor

By: _____
President

By: _____
Jesse Blackburn, Administrator

By: _____
Secretary

STATE OF OHIO)
)
ALLEN COUNTY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, Lessee(s).

Notary Public

STATE OF OHIO)
)
ALLEN COUNTY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, Lessor(s).

Notary Public

RESOLUTION NO. 06-2025

A RESOLUTION ESTABLISHING POSITIONS AND WAGES FOR SWIMMING POOL STAFF AND RATES FOR 2025.

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:

A. Pool Manager	\$15.00 per hour -minimum
B. Assistant Manager	\$12.50 per hour
C. Lifeguards	\$11.00 per hour
D. Slide Attendant	\$10.70 per hour

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 2025 season, and that all memberships shall be paid in full before they can be used.

A. Daily Admission		\$4.00
B. Family Season Pass (2 adults/3 children)	(resident)	\$160.00
	(Non-resident)	\$200.00
C. Additional Children Each		\$25.00
D. Single Season Pass	(resident)	\$80.00
	(Non-resident)	\$100.00
E. Senior Single Season Pass	(resident)	\$50.00
	(Non-resident)	\$75.00
F. Ten-Visit Pass		\$35.00
G. Pool Rental-2 hours		\$350.00
	*a \$50.00 non-refundable deposit required at time of reservation	
H. Swim Lessons (Season Pass Holder)		\$40.00
I. Swim Lessons (Non-Season Pass Holder)		\$50.00
J. Swim Lessons-Private		\$100.00
K. Fulltime Village Employees, members of Bluffton Safety Services (PD, FD, EMS) & Immediate families		Free

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 _____, 2025 by the governing body of the Village of Bluffton, Ohio by the following vote:

Yes: ____ No: ____ Abstain: ____

ATTEST _____

FISCAL OFFICER

MAYOR

APPROVED _____

SOLICITOR



VILLAGE OF BLUFFTON

154 N. MAIN STREET, P.O. BOX 63 BLUFFTON, OHIO 45817-0063
419-358-2066

APPLICATION FOR SPECIAL EVENTS

EVENT NAME: Adus to Go DATE(S) OF EVENT: March 5th
 APPLICANT: Bluffton Am Musical Assoc CONTACT PERSON: Jimmy Mann
 APPLICANT'S ADDRESS: 8375 Phillips Rd CONTACT'S PHONE: 419-420-5052
 E-MAIL ADDRESS (OPTIONAL): jmann002@gmail.com
 LOCATION OF EVENT: Bluffton Presbyterian Church Lawn
 TIME(S) FOR EVENT: 7-9 AM
 DESCRIPTION OF EVENT: Prayer circle + blessing to those who desire on Ash Wednesday

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

TRAFFIC CONTROL: Cone 5 x 2 NUMBER OF OFFICERS REQUESTED: N/A
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: N/A
SECURITY: N/A NUMBER OF OFFICERS REQUESTED: N/A
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: N/A FIRE DEPT. SERVICES: N/A
WATER SERVICE: N/A OTHER SERVICES: N/A

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: X * 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

* 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: [Signature] DATE: 2-6-75

APPROVED
MAYOR'S SIGNATURE: _____ DATE: _____