

**COUNCIL MEETING
AGENDA
June 11, 2012
8:00 PM
BLUFFTON TOWN HALL**

MINUTES May 29, 2012

BILLS

ORDINANCE NO. 08-12 **1ST READING** **EMERGENCY**
AN ORDINANCE AUTHORIZING THE VILLAGE OF BLUFFTON, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE MASTER LEASE-PURCHASE AND SUBLEASE-PURCHASE AGREEMENT AMONG FIFTH THIRD BANK, THE VILLAGE OF ANNA, OHIO AND BLANCHARD VALLEY REGIONAL HEALTH CENTER AND DECLARING AN EMERGENCY.

ORDINANCE NO. 09-12 **1ST READING** **EMERGENCY**
AN ORDINANCE AUTHORIZING APPROVAL OF THE MINUTES FROM THE TAX INCENTIVE REVIEW COUNCIL AND DECLARING AN EMERGENCY.

RESOLUTION NO. 07-12 **1ST READING** **EMERGENCY**
A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE VILLAGE OF BLUFFTON, OHIO, TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH DIAMOND MANUFACTURING OF BLUFFTON AND BTMS INVESTMENTS, LLC AND DECLARING THIS ACT AN EMERGENCY.

DICK BOEHR: BLUFFTON INDUSTRIAL EXPANSION

ADMINISTRATOR'S REPORT

SAFETY

FINANCIALS

MEETING DATES

June 11, 2012	Insurance Committee	7:30 PM
June 11, 2012	Council	8:00 PM
June 25, 2012	Council	8:00 PM
June 25, 2012	Public Hearing (Re-Zone Request)	8:30 PM

Regular Council

May 29, 2012

Council President Gallant presiding. Messrs: Collier, Kingsley, McGarrity, and Sehlhorst present. Mayor Fulcomer and Mr. Steiner absent.

Mr. Sehlhorst moved, seconded by Mr. Collier to approve the minutes of the regular council meeting held on May 14, 2012. Roll Call: Yeas (5) Messrs: Sehlhorst, Collier, Gallant, Kingsley, and McGarrity. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Kingsley to approve the bills as presented. Total non-payroll of \$90,801.69 and payroll of \$32,054.75. Roll Call: Yeas (5) Messrs: McGarrity, Kingsley, Collier, Gallant, and Sehlhorst. Nays (0), motion approved.

Mr. McGarrity moved, seconded by Mr. Sehlhorst to suspend the rules. Roll Call: Yeas (5) Messrs: McGarrity, Sehlhorst, Collier, Gallant, and Kingsley. Nays (0), motion approved.

Mr. Kingsley moved, seconded by Mr. McGarrity to approve the first reading of Ordinance No. 07-12: AN ORDINANCE AMENDING ORDINANCE NO 14-94 (REGULATION OF PARKING) AND DECLARING AN EMERGENCY. Roll Call: Yeas (5) Messrs: Kingsley, McGarrity, Collier, Gallant, and Sehlhorst. Nays (0), motion approved.

Mr. Sehlhorst moved, seconded by Mr. Kingsley to suspend the rules. Roll Call: Yeas (0) Nays (5) Messrs: Sehlhorst, Kingsley, Collier, Gallant, and McGarrity. Motion did not pass.

Mr. Kingsley moved, seconded by Mr. Collier to table the first reading of Ordinance No. 08-12: AN ORDINANCE AUTHORIZING THE VILLAGE OF BLUFFTON, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE MASTER LEASE-PURCHASE AND SUBLEASE-PURCHASE AGREEMENT AMONG, FIFTH THIRD BANK, THE VILLAGE OF ANNA, OHIO AND BLANCHARD VALLEY REGIONAL HEALTH CENTER. The motion will be revisited at the June 11, 2012 meeting. Roll Call: Yeas (5) Messrs: Kingsley, Collier, Gallant, McGarrity, and Sehlhorst. Nays (0) motion approved.

The Fiscal Officer announced the following meetings:

June 11, 2012	Council	8:00 PM
June 25, 2012	Public Hearing- Zoning	8:30 PM

Mr. Sehlhorst moved, seconded by Mr. Kingsley to approve Lukas Probst as a probationary EMT for a period of six months. Roll Call: Yeas (5) Messrs: Sehlhorst, Kingsley, Collier, Gallant, and McGarrity. Nays (0), motion approved.

Mr. Kingsley moved to adjourn.

MAYOR

FISCAL OFFICER

Village of Bluffton
Bills to be paid
6/11/2012

PAYROLL:

Village	\$ 32,418.16
Fire & Rescue	\$ 3,597.08
TOTAL PAYROLL	\$ 36,015.24

NON-PAYROLL:

Alloway	Lab Analysis	\$ 237.50
Allied	Refuse Service	\$ 21.65
Apollo	CPR Cards	\$ 15.00
Aramark	Uniforms	\$ 290.16
Bailey's	Bullet Proof Vest, Name Bar, & Baton	\$ 1,050.00
Bluffton Aeration	Lift Station Cleaning	\$ 1,375.00
Bluffton News	Publishing & DARE Tab	\$ 252.00
Choice One Engineering	Waterline Engineering	\$ 2,930.55
Ruth Everett	Cleaning & Carpet Cleaning	\$ 960.00
Family True Value Hardware	Extension Cords, Drill Set, Ratchet	\$ 152.99
JB Networks	Phone Issues & Camera System Maint	\$ 168.75
Kiefer	Pool Supplies	\$ 572.43
Kirtland's	Cruiser Maintenance	\$ 641.87
Leiber	Repair Shifter	\$ 39.00
Marathon	Gasoline	\$ 938.31
Marsh View	Burials & Foundations	\$ 2,712.00
Mayors Assoc of Ohio	Conference Registration	\$ 140.00
Nagy Equipment	3" Clear PVC	\$ 275.72
NWOHio Security	Elevator Monitoring	\$ 64.95
OP Aquatics	Chlorine- Pool	\$ 1,953.23
AEP	Electricity	\$ 16,631.51
Perry Corp	Copier Maint. Agreement	\$ 35.41
Powers & Assoc	Sampler Repair	\$ 277.25
RDJ Specialities	Keychains	\$ 203.71
Riley Creek Mercantile	Rstraw	\$ 5.00
Safeguard	Accts. Payable Checks	\$ 228.60
Sheraton Columbia	Hotel for Conference- Skilliter	\$ 237.30
KOI Siferd Hosselman	Brackets, Filters, Oil, Repairs to 103	\$ 222.47
S & K Mower	Mower Blades & Oil	\$ 47.25
Sports Warehouse	Lifeguard & Manager T-Shirts	\$ 444.70
Staples- Business	Cleaning & First Aid Supplies- Pool	\$ 190.55
Streacker Tractor	Mower Maintenance	\$ 382.86
Time Warner Cable	Internet	\$ 314.16
Treasurer of State	Court Costs	\$ 375.00
Treasurer of State	Principal- Water Tank & Main St	\$ 14,243.90
Treasurer of State	Elevator Certificate	\$ 259.25
United States Treasury	Levy Proceeds	\$ 1,320.00
US Postal Service	PO Box 63 Annual Fee	\$ 70.00
Vetter	Supplies to fill baby pool, Bolt	\$ 437.56
W.C.O.I.L.	Internet	\$ 4.95
	Total Non-Payroll	\$ 50,722.54

Mayor/ Council President

X: Then and Now approved by Council

Statement of Cash Pos w/MTD

AS OF: 06/04/2012

YEAR: 2012

FUND NO.	FUND DESCRIPTION	STARTING ACCOUNT:		ENDING ACCOUNT: z				UNEXPENDED BALANCE	OUTSTANDING ENCUMBRANCE	ENDING BALANCE
		BEGINNING BALANCE		M-T-D	Y-T-D	Y-T-D	Y-T-D			
A1	GENERAL FUND	1632795.89		236888.36	1095658.84	144490.98	895617.15	1832837.58	249760.15	1583077.43
B1	STREET FUND	65693.95		10804.32	63076.93	16750.84	96942.31	31828.57	16892.55	14936.02
B2	STATE HIGHWAY FUND	21993.84		876.99	21993.84	0.00	0.00	26808.44	0.00	26808.44
B3	CEMETARY FUND	8102.13		3230.00	12956.00	4309.54	9176.07	11882.06	5603.96	6278.10
B4	PARK FUND	20509.06		0.00	3750.00	1550.63	6532.42	17726.64	6139.57	11587.07
B5	BENROTH MEMORIAL BR	534.63		0.00	0.00	0.00	0.00	534.63	0.00	534.63
B6	FEMA GRANT	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
B7	COURT COMPUTER	3337.14		36.00	276.00	0.00	0.00	3613.14	0.00	3613.14
B8	DUI ENFORCEMENT & E	547.01		123.00	268.00	0.00	396.00	419.01	0.00	419.01
B9	PERMISSIVE LICENSE	41708.50		0.00	0.00	0.00	41708.50	0.00	0.00	0.00
C1	STREET DEBT SERVICE	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
C2	SWIMMING POOL DEBT	863.28		0.00	0.00	0.00	0.00	863.28	0.00	863.28
D1	CAPITAL IMPROVEMENT	18742.16		0.00	0.00	0.00	0.00	18742.16	0.00	18742.16
D2	STORM SEWER IMPROVE	20046.82		0.00	0.00	0.00	0.00	20046.82	0.00	20046.82
D3	FIRE & RESCUE IMPRO	274273.41		0.00	0.00	0.00	834.00	373503.44	0.00	373503.44
D4	SWIMMING POOL IMPRO	47900.58		0.00	100064.03	1679.77	1679.77	46220.81	1439.76	44781.05
D5	EQUIPMENT REPLACEME	24473.72		0.00	0.00	8900.00	20589.74	3883.98	4800.00	916.02-
D6	AIRPORT IMPROVEMENT	579.79		0.02	0.12	0.00	0.00	579.91	0.00	579.91
D7	STREET IMPROVEMENT	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
D8	TOWN HALL IMPROVEME	3131.57		44604.66	191157.85	0.00	0.00	194289.42	175000.00	19289.42
D9	POLICE EQUIPMENT RE	5403.58		800.00	32800.00	0.00	3050.00	35153.58	30008.00	5145.58
E1	WATER FUND	333307.28		74111.46	359934.93	50390.82	528236.31	165005.90	279880.28	114874.38-
E2	SEWER FUND	226891.82		62712.38	307435.86	60903.27	316433.10	217894.58	193654.79	24239.79
E3	SEWER DEBT SERVICE	176321.50		2050.25	8201.00	0.00	0.00	184522.50	0.00	184522.50
E4	SEWER DEBT SERVICE	39686.59		20500.00	102500.00	0.00	0.00	142186.59	245310.00	103123.41-
E5	WATER DEBT SERVICE	0.00		0.00	270000.00	0.00	268072.70	1927.30	97681.27	95753.97-
E6	SEWER REPLACEMENT &	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
E7	REFUSE FUND	34747.88		16144.55	79296.69	15304.97	75566.36	38478.21	104468.83	65990.62-
E8	SEWER IMPROVEMENT	0.00		0.00	81000.00	0.00	0.00	81000.00	0.00	81000.00
E9	WATER IMPROVEMENT F	39649.20		0.00	28500.00	4372.50	53478.05	14671.15	14594.30	76.85
F1	WATER CONSTRUCTION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
F2	COMMUNITY EVENTS	6920.77		0.00	0.00	0.00	0.00	6920.77	0.00	6920.77
F3	COMMUNICATIONS FUND	7053.92		0.00	0.00	1140.00	2280.00	4773.92	1140.00	3633.92
F4	POLICE CONTINUING PR	649.87		0.00	0.00	0.00	0.00	649.87	0.00	649.87
F5	UTILITY RECOVERY	16459.88		0.00	0.00	0.00	0.00	16459.88	0.00	16459.88
G2	UNCLAIMED MONIES TR	225.20		0.00	0.00	0.00	0.00	225.20	0.00	225.20
G3	INCOME TAX FUND	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
G4	CEMETARY TRUST - C/	1326.66		0.00	0.00	0.00	0.00	1326.66	0.00	1326.66
G5	CEMETARY TRUST - MA	524.37		0.00	0.00	0.00	0.00	524.37	0.00	524.37
H1	SPECIAL ASSESSMENT	897.17		0.00	0.00	0.00	0.00	897.17	0.00	897.17
H2	SPECIAL ASSESSMENT	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
H4	SPECIAL ASSESSMENT	849.41		0.00	0.00	0.00	0.00	849.41	0.00	849.41
H5	SPECIAL ASSMT - MAI	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
H6	SPECIAL ASSMT - JAC	119.67		0.00	0.00	0.00	0.00	119.67	0.00	119.67
	TOTAL:	3076268.25		482897.26	2741690.85	309793.32	2320592.48	3497366.62	1426373.46	2070993.16

* End of Report: VILLAGE OF BLUFFTON *

ORDINANCE NO. 08-12

ORDINANCE AUTHORIZING THE VILLAGE OF BLUFFTON, OHIO TO EXECUTE AND DELIVER A PUBLIC HOSPITAL AGENCIES AGREEMENT IN CONNECTION WITH THE MASTER LEASE-PURCHASE AND SUBLEASE-PURCHASE AGREEMENT AMONG, FIFTH THIRD BANK, THE VILLAGE OF ANNA, OHIO AND BLANCHARD VALLEY REGIONAL HEALTH CENTER AND DECLARING AN EMERGENCY.

WHEREAS, Blanchard Valley Regional Health Center (the "Hospital") operates Hospital Facilities (as that term is defined in Section 140.01, *Ohio Revised Code*) which Hospital Facilities are located within the boundaries of the Village of Bluffton, Ohio (the "Village"); and

WHEREAS, the Hospital has requested the Village of Anna, Shelby County, Ohio (the "Issuer") to enter into a Master Lease-Purchase and Sublease-Purchase Agreement and one or more Acquisition Schedules thereto (together, the "Master Lease") in order to provide financing for (i) the renovation of a medical facility and (ii) future capital equipment acquisitions and facility renovations and reimbursement of certain prior capital expenditures, and other related medical equipment (the "Project"), all to be located at the Hospital's Bluffton Campus at 139 Garau Street, Bluffton, Ohio 45817 (the "Hospital Facilities"), to be leased and operated by the Hospital; and

WHEREAS, the Hospital has represented to the Village and the Issuer that it would be more economic and efficient to have the Issuer enter into the Master Lease on behalf of the Village; and

WHEREAS, Section 140.03, *Ohio Revised Code*, provides a procedure by which the Village and the Issuer may enter into an agreement pursuant to which the Issuer may enter into the Master Lease and the Issuer and the Village plan to enter into such an agreement (the "Public Hospital Agencies Agreement") in connection with the Master Lease;

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

SECTION 1. That the Village is authorized to enter into a Public Hospital Agencies Agreement with the Issuer to facilitate entering into a Master Lease for the purpose heretofore stated in the preambles hereto. That such Public Hospital Agencies Agreement shall be executed by the Mayor and/or the Village Clerk-Treasurer, or any one of them. That the Village shall execute the Public Hospital Agencies Agreement, and upon receipt of the Indemnification Agreement or other indemnity satisfactory to the Village, deliver the Public Hospital Agencies Agreement. The Public Hospital Agencies Agreement shall be in substantially the form presented to this Council.

SECTION 2. It is hereby determined that such Public Hospital Agencies Agreement will promote the public purpose stated in Section 140.02 of the *Ohio Revised Code* and the Village will be duly benefited thereby.

SECTION 3. That the Public Hospital Agencies Agreement will provide that in connection with the Master Lease the Issuer will lease Hospital Facilities to be located within the Village and will sublease such Hospital Facilities to the Hospital.

SECTION 4. That the Mayor and/or the Village Clerk-Treasurer, or any one of them, are hereby authorized to execute and deliver on behalf of the Village such other certificates, documents and instruments in connection with the transaction described in the Master Lease as may be required, necessary or appropriate. Such documents including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as are not adverse to the Village, and approval of any changes, insertions and omissions shall be conclusively evidenced by the execution of said amendments by the Mayor and/or the Village Clerk-Treasurer or any one of them.

SECTION 5. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, the Public Hospital Agencies Agreement, the Master Lease, or any other related documents and certificates, or under any judgment obtained against the Village or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the Village, either directly or through the Village, or otherwise, for the payment for or to the Village or any receiver thereof, or otherwise, of any sum that may be due and unpaid by the Village with respect to lease obligations issued pursuant to the Master Lease. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the Village or otherwise, of any sum that may remain due and unpaid upon lease obligations issued pursuant to the Master Lease, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Public Hospital Agencies Agreement, and any other related documents and certificates.

SECTION 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken 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, Ohio Revised Code, and the rules of this Council adopted in accordance therewith.

SECTION 7. That this ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village for the reason that the immediate execution of said Public Hospital Agencies Agreement is required for the orderly issuance of lease obligations pursuant to the Master Lease and shall take effect immediately upon its passage.

Mayor

ADOPTED: _____, 2012

ATTEST:

By: _____
Village Clerk-Treasurer

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the Council of the Village of Bluffton, Ohio on the ____ day of _____, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of _____, 2012.

Village Clerk-Treasurer

ORDINANCE NO. 09-12

AN ORDINANCE AUTHORIZING APPROVAL OF THE MINUTES FROM THE TAX INCENTIVE REVIEW COUNCIL AND DECLARING AN EMERGENCY.

WHEREAS, Allen County held a Tax Incentive Review Council Meeting on March 20, 2012 to review all tax abatement agreements within the Village of Bluffton, Allen County (Zone #281C) through the annual State Report;

WHEREAS, The following recommendations were made in order to assure that all companies remain in compliance and receive the full abatement as outlined in the Enterprise Zone Agreement;

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

SECTION I: The Enterprise Zone Agreement for DTR #2 #281-00-01 (2000) be continued.

SECTION II: This Ordinance must receive the approval by the Board of Commissioners of Allen County and be forwarded to the Ohio Departments of Taxation and Development, and County Auditor within fifteen days of approval in order to be finalized.

SECTION II: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, safety and welfare of the Village of Bluffton, for the reason stated in Section II. Therefore this Ordinance shall be in effect from and after its passage.

SECTION IV: That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were made in open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements of the Open Meetings Law including Section 121.22 of the Ohio Revised Code.

Passed and adopted this _____ day of June 2012 by the Council of the Village of Bluffton, Ohio by the following vote:

Ayes: _____ Nays: _____ Abstain: _____

Attest:

Fiscal Officer

Mayor

Approved as to form:

F. Stephen Chamberlain
Village Solicitor

CERTIFICATION

The undersigned hereby certifies that the within is a true and correct copy of Ordinance No. 09-12, passed by the Council of the Village of Bluffton, Ohio on June 11, 2012.

Dated: _____

Nancy L. Kindle
Village Fiscal Officer

RESOLUTION NO. 07-12

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE VILLAGE OF BLUFFTON, OHIO, TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH DIAMOND MANUFACTURING OF BLUFFTON AND BTMS INVESTMENTS, LLC AND DECLARING THIS ACT AN EMERGENCY.

WHEREAS, the Ohio Enterprise Zone Act (“The Act”), under Ohio Revised Code Section 5709.61 through 5709.66, has authorized counties, with the consent and agreement of affected municipalities and townships therein, to designate areas as Enterprise Zones and to execute agreements with certain enterprises for the purpose of establishing, expanding, renovating, or occupying facilities and hiring new employees and preserving jobs within said zones in exchange for specified local tax incentives granted by the County; and

WHEREAS, the Council of the Village of Bluffton (“the Council”) upon due consideration implemented said ACT and designated an enterprise zone within the boundaries of the Village of Bluffton (“the Municipality”) to promote the economic welfare of said municipality in Ordinance No. 26-94 adopted on September 20, 1994; and

WHEREAS, effective October 11, 1994, the area designated in said Ordinance No. 26-94 contains the characteristics set forth in Section 5709.61 (A) of the Ohio Revised Code and certified said area (#281) as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the Municipality is desirous of providing Diamond Manufacturing of Bluffton (“the Company”) and BTMS Investments, LLC (“the Property Owner”) with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted an application (herein attached as Attachment A) to the County pursuant to Section 5709.62 (B) of the Ohio Revised Code (hereinafter referred to as “Application”); and

WHEREAS, the Economic Development Group of the County has investigated the application of the Company, and has recommended approval of the same to the Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and thereby improve the economic climate of the Municipality; and

WHEREAS, the Company and the Enterprise Zone Negotiating Team of the County have submitted a proposed Enterprise Zone Agreement (herein attached as Attachment B) to the Municipality pursuant to Chapter 5709 of the Ohio Revised Code.

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

Section I. The Mayor is hereby authorized to enter into the attached Enterprise Zone Agreement with Diamond Manufacturing of Bluffton, with its offices located on 505 East Jefferson Street, Bluffton, Ohio 45817 and BTMS Investments, LLC,

with its offices located on 9660 Mayberry Road, Bluffton, Ohio 45817 to grant the Property Owner a real property tax exemption for an addition to Company's existing manufacturing facility to enlarge and enhance its fabrication and welding business as set forth in said Enterprise Zone Agreement.

Section II. This Enterprise Zone Agreement must receive approval by the Board of Commissioners of Allen County and be forwarded to the Ohio Departments of Taxation and Development and the County Auditor within fifteen (15) days of approval to be finalized.

Section III. It is hereby declared to be an emergency measure in the interest of public peace, health, and safety to enter into this enterprise zone agreement. This Resolution shall take effect immediately upon its passage and approval by the Council.

Passed and adopted this _____ day of June 2012 by the Council of the Village of Bluffton, Ohio by the following vote:

Ayes: _____ Nays: _____ Abstain: _____

Attest:

Fiscal Officer

Mayor

Approved as to form:

F. Stephen Chamberlain
Village Solicitor

OHIO ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the Village of Bluffton, Ohio, a Village, with its main offices located at 100 E. Elm Street, Bluffton, Ohio 45817 (hereinafter referred to as "VILLAGE"), Allen County, Ohio, a County, with its main offices located at 301 N. Main Street, Lima, Ohio 45802 (hereinafter referred to as "COUNTY"), Diamond Manufacturing of Bluffton, an Ohio Corporation with its main offices located at 505 East Jefferson Street, Bluffton, Ohio 45817, (hereinafter referred to as "ENTERPRISE"), and BTMS Investments, LLC, with its main offices located at 9660 Mayberry Road, Bluffton, Ohio 45817 (hereinafter referred to as "PROPERTY OWNER")

WITNESSETH;

WHEREAS, VILLAGE and COUNTY have encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, ENTERPRISE is desirous of the construction of a 30,000 sf (thirty thousand square foot) addition to its existing facility to permit expansion of its product lines (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of Bluffton, Ohio by Ordinance No. 26-94 adopted September 20, 1994 , designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Board of Allen County, Ohio by Resolution No. _____ adopted (DATE) , designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective October 11, 1994, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance and Resolution Nos. contains the characteristics set forth in R.C. 5709.61(A) and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the VILLAGE and COUNTY having the appropriate authority for the stated type of project is desirous of providing ENTERPRISE and PROPERTY OWNER with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, ENTERPRISE has submitted a proposed agreement application (herein attached as Exhibit A) to Allen Economic Development Group (hereinafter referred to as "APPLICATION"); and

WHEREAS, ENTERPRISE has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, Economic Development Group for the County has investigated the application of ENTERPRISE and has recommended the same to the Village Council and Board of Commissioners of Bluffton and Allen County on the basis that ENTERPRISE is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of VILLAGE and COUNTY; and

WHEREAS, the project site as proposed by ENTERPRISE is located in the Bluffton Exempted School District and the Apollo Career Center Joint Vocational School and the Board of Education of both districts have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to R.C. 5709.63(A) and in conformance with the format required under R.C. 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. ENTERPRISE shall construct a new thirty thousand square foot addition at 505 East Jefferson Street, Bluffton, Ohio, to expand and enhance fabrication and welding business . Said addition shall be constructed on parcel number A02-28-0112-08-002.003 as the same is known and designed on the Auditor's revised list of lots in Bluffton, Ohio.

In addition, ENTERPRISE will purchase and install new machinery and equipment including but not limited to:

The PROJECT will involve a total investment by ENTERPRISE between \$630,000 (six hundred thirty thousand dollars) and \$750,000 (seven hundred fifty thousand dollars) at the 505 East Jefferson Street, Bluffton, Ohio site. Included in this investment is \$480,000 (four hundred eighty thousand dollars) to \$525,000 (five hundred twenty five thousand dollars) in building addition and \$150,000 (one hundred fifty thousand dollars) to \$225,000 (two hundred twenty five thousand dollars) in machinery/equipment.

The PROJECT will begin June XX, 2012 and all acquisition, construction and installation will be completed by December 31, 2012. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

The total investment of this EXPANSION project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

2. ENTERPRISE shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of 25 new full-time permanent job opportunities.

ENTERPRISE'S schedule for hiring is as follows: create XXX new full-time permanent jobs in year one (construction); XXX new full-time permanent jobs in year two; XXX new full-time permanent jobs in year three. The job creation period begins June 15, 2012 and all jobs will be in place by June 15, 2015.

ENTERPRISE currently has 36 full-time permanent employees at the project site. In total, ENTERPRISE has 36 full-time permanent employees in the State of Ohio.

This increase in the number of employees will result in approximately \$599,000 (Five hundred ninety-nine thousand dollars) of additional annual payroll for ENTERPRISE. The following is an itemization by the type of new jobs created: full-time permanent \$599,000.

3. ENTERPRISE and PROPERTY OWNER shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code if requested by the council.
4. VILLAGE and COUNTY hereby grant PROPERTY OWNER a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	60%
YR 2	60%
YR 3	60%
YR 4	60%

YR 5	60%
YR 6	60%
YR 7	60%
YR 8	60%
YR 9	60%
YR 10	60%

Each identified project improvement will receive a ten-year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 30, 2012 nor extend beyond December 31, 2022.

5. ENTERPRISE shall pay an annual fee equal to five hundred dollars.

The fee shall be made payable to the Treasurer of Allen County once per year for each year the agreement is in effect on the anniversary date of the agreement and in the form of a check. The fee is to be paid to the Allen County Administrator and made out to the Treasurer of Allen County. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Revised Code and by the tax incentive review council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

6. ENTERPRISE and PROPERTY OWNER shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If ENTERPRISE and/or PROPERTY OWNER fail to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. ENTERPRISE and PROPERTY OWNER shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or VILLAGE and COUNTY revoke the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless ENTERPRISE and PROPERTY OWNER materially fail to fulfill its obligations under this agreement and VILLAGE and COUNTY terminate or modify the exemptions from taxation granted under this agreement.

9. If ENTERPRISE and PROPERTY OWNER materially fails to fulfill their obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if VILLAGE and/or COUNTY determines that the certification as to delinquent taxes required by this agreement is fraudulent, VILLAGE and/or COUNTY may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. ENTERPRISE and PROPERTY OWNER hereby certify that at the time this agreement is executed, ENTERPRISE and PROPERTY OWNER do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which ENTERPRISE and/or PROPERTY OWNER is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, ENTERPRISE and /or PROPERTY OWNER currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against ENTERPRISE and/or PROPERTY OWNER. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
11. ENTERPRISE and PROPERTY OWNER affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. ENTERPRISE, PROPERTY OWNER, VILLAGE and COUNTY acknowledge that this agreement must be approved by formal action of the legislative authority of VILLAGE and COUNTY as a condition for the agreement to take effect. This agreement takes effect upon such approval.
13. VILLAGE and COUNTY have developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, ENTERPRISE is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that ENTERPRISE and/or PROPERTY OWNER, any successor enterprise,

or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

15. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by ENTERPRISE is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, ENTERPRISE and/or PROPERTY OWNER shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the VILLAGE and COUNTY may terminate or modify the exemptions from taxation granted under this agreement.
16. ENTERPRISE and PROPERTY OWNER affirmatively covenant that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of ENTERPRISE and/or PROPERTY OWNER have knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, ENTERPRISE and/or PROPERTY OWNER shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
17. This agreement is not transferrable or assignable without the express, written approval of VILLAGE and COUNTY.

IN WITNESS WHEREOF, the Village of Bluffton, Ohio, by Eric W. Fulcomer, its Mayor and pursuant to Ordinance No. XXXX, has caused this instrument to be executed this XX day of June, 2012, and Allen County, Ohio, by XXX, its Board President and pursuant to Resolution No. XXX has caused this instrument to be executed this XX day of June, 2012, and Diamond Manufacturing of Bluffton, by Thomas Langhals, President, has caused this instrument to be executed on this XXX day of June, 2012 and BTMS Investments, LLC, by Thomas Langhals, its Trustee, has caused this instrument to be executed on this XXX day of June, 2012.

VILLAGE OF BLUFFTON

By

Mayor

ALLEN COUNTY

President

DIAMOND MANUFACTURING OF BLUFFTON

By
President

BTMS INVESTMENTS, LLC

By
President

Approved as to form:

Law Director

County Prosecutor

NOTE:

A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Development within fifteen (15) days of approval to be finalized.

**To: Mayor Fulcomer
Council Members**

TIRC Minutes

Ordinance No. 09-12 is to approve the minutes of the Allen County Tax Incentive Review Council Meeting that occurred on March 20, 2012. I attended this meeting as a representative of the Village and voted in favor of the stated recommendation.

Enterprise Zone Agreement

Resolution No. 07-12 is to approve an Enterprise Zone Agreement with Diamond Manufacturing of Bluffton and BTMS Investments, LLC. This legislation was prepared for the Village by the Allen Economic Development Group.

Waste Disposal Contract Extension

Attached to this report is the contract extension agreement for the waste hauling contract between the Village and Republic Services (d.b.a. Allied Waste Services) that was previously agreed to. I am requesting a motion by Council to approve the one-year extension of the contract per the agreement.

Industrial Expansion Corporation

Dick Boehr has requested to be on the agenda for Monday evening's Council meeting as a representative of the Bluffton Industrial Expansion Corporation.

Spring Clean-up

In total, the Village filled seven 40-yard dumpsters during the Spring Clean-up.

CONTRACT-EXTENSION
June 1, 2012 – May 30, 2013

TO FURNISH LABOR AND EQUIPMENT FOR THE COLLECTION, HAULING, AND DISPOSING OF GARBAGE, TRASH, WASTE AND RECYCLING FOR THE VILLAGE OF BLUFFTON, ALLEN COUNTY, OHIO.

This extension agreement is made this 11th day of June 2012 by and between the VILLAGE OF BLUFFTON, ALLEN COUNTY, OHIO HEREAFTER CALLED "Village, and REPUBLIC SERVICES d/b/a ALLIED WASTE SERVICES located at 956 s. Broadway St. Lima, Oh 45804.

Whereas, under Village Ordinance 4-00, authority of the Village has determined that for public health and safety, that a contract was awarded to Republic Services d/b/a Allied Waste Services for collection and disposal of garbage and other refuse beginning June 1st, 2009 and continuing through May 30th 2012; and,

Whereas, the Village now wishing to continue the same terms and conditions consistent with the initial contract executed on May 21st, 2009, for an additional 1 year term; and,

Whereas, the Village Council enacted authorizing the extension of the same services of garbage and refuse collection;

NOW, THEREFORE, the Village and Allied Waste Services hereby undertake, promise and agree as follows;

1. That ALLIED WASTE SERVICES continues to undertake the collection of garbage and refuse in a manner in accordance with the specification, advertisements and information established in the original bidding documents and contract marked "EXHIBIT A-1" (ATTACHED) and consistent with past practices. As compensation for continuation of the agreement, ALLIED WASTE SERVICES agrees to perform such collection for a one (1) year period at the rate of thirteen dollars and forty-six cents (\$13.46) per month per customer for the term of this extension agreement. Such monthly payment shall be invoiced to the Village monthly at the established rate times the number of occupied homes within the Village. The Village will be responsible for payment with 30 days of receiving the invoice.
2. The term of this extension agreement shall be from the 1st day of June, 2012, to the 31st day of May, 2013.
3. ALLIED WASTE SERVICES further agrees that it will continue to perform each and every other item as set forth in the bid specification attached hereto as "EXHIBIT A-1" and made a part hereof.
4. ALLIED WASTE SERVICES shall furnish each year a current copy of their Workers Compensation certificate and further follow any and all local, state and federal laws that govern solid waste hauling within our municipal corporation.

In WITNESS WHEREOF, the parties have hereunto caused their name to be set;

This _____ day of June, 2012.

**THE VILLAGE OF BLUFFTON
ALLEN COUNTY, OHIO**

By; _____

Title; _____

WITNESSES;

_____.

_____.

_____.

REPUBLIC SERVICES-LIMA DIVISION

By; _____

Title: _____

STATE OF OHIO
COUNTY OF ALLEN, SS:

On this _____ day of JUNE, 2012, before me, a Notary Public in and for said County and State, personally came _____ it's AGENT, who acknowledged the signing of the foregoing instrument to be the free act and deed of said company and the free act and deed of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and my seal on the day and year last above written.

NOTARY PUBLIC

My Commission expires: _____