

# **COUNCIL AGENDA**

# Monday, April 21, 2025–7:00 pm Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings Council, April 7, 2025 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five-minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
- Standing Council Committees
  - a) Finance Committee
  - b) Public Works Committee
  - c) Special Committees
- Village Manager's Report
- Police Report
- Finance Director's Report
- Law Directors Report

#### VIII. New Business:

 Request from Wayne Township to share the cost of tire removal, part of the Recycle Rally. The bill (6 to 8 thousand) is proposed to be divided based on a per capita for each jurisdiction. [Wayne Twp., Waynesville, Corwin.]

#### Legislation:

Reading of Ordinances and Resolutions:

# First Reading of Ordinances and Resolutions:

#### **ORDINANCE NO. 2025-010**

ACCEPTING A UTILITY EASEMENT FOR WELL 10 ON THE HARVEST BAPTIST CHURCH PROPERTY AND DECLARING AN EMERGENCY

#### **ORDINANCE NO. 2025-011**

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT WITH RUMPKE OF OHIO, INC. AND DECLARING AN EMERGENCY

### **Second Reading of Ordinances and Resolutions:**

None

#### Tabled:

- IX. Executive Session
- X. Adjournment

Next Regular Council Meeting:

May 5, 2025 at 7:00 pm

Upcoming Meetings and Events:

MOMS Committee, April 21, 2025 @ 5:00 p.m. Finance Meeting, April 21, 2025 @ 6:00 p.m. Public Works Committee, May 5, 2025 @ 6:00 p.m.

# DRAFT

# Village of Waynesville Council Meeting Minutes April 7, 2025 at 7:00 pm

Present:

Mr. Lyle Anthony

Mr. Brian Blankenship Mr. Chris Colvin

Mr. Zack Gallagher Mayor Earl Isaacs Mrs. Connie Miller

Absent:

Mr. Troy Lauffer

Village Staff Present: Jeffery Forbes, Law Director; Gary Copeland, Village Manager and Director of Public Safety; Jamie Morley, Finance Director and Clerk of Council

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, April 7, 2025.

 $m_{1}, m_{2}, m_{3}, m_{2}, m_{3}, m_{4}, m_{5}, m_{5},$ 

Mayor Isaacs called the meeting to order at 7:00 p.m.

Roll Call – 6 present

Mr. Colvin motioned to excuse Mr. Lauffer from tonight's meeting, and Mr. Gallagher seconded the motion.

Motion - Colvin Second - Gallagher

Roll Call - 6 yeas

### **Mayor Acknowledgements**

Mayor Isaacs said the Franklin Road Phase II project looks good. He added that with all the rain, Waynesville has a new water park, but the water is finally starting to recede. He likes how the community is coming to get things done.

## **Disposition of Previous Minutes**

Mrs. Miller motioned to approve the March 17, 2025 meeting minutes as written, and Mr. Anthony seconded the motion.

Motion – Miller Second – Anthony

Roll Call - 6 yeas

## **Public Recognition/Visitors Comments**

None
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Old Business
None

#### Reports

#### **Finance**

The Finance Committee's next meeting will be April 21st at 6:00 p.m.

#### **Public Works Report**

Public Works met this evening to review the status of ongoing projects. The committee will next meet on May 5th, 2025, at 6 p.m. to discuss the Village's infrastructure and projects. The public is encouraged to attend to learn more about the Village's ongoing and future projects.

#### **Special Committee Report**

MOMS Committee met this evening and focused on replacing the trees on Main Street. The importance of selecting the proper trees that will not harm the infrastructure was stressed. The Committee also discussed the Village setting aside funds for new lampposts, electrical work, and concrete work to be done in the future. The Committee will have a follow-up meeting on April 21 at 5:00 p.m.

## Village Manager Report

- The change order for the traffic light project at Route 42 and Corwin has been approved. The Village has received the first check for \$128,215 from the County CVT funds and has been approved for an additional 91K towards the project. The project should begin in May.
- SmithCorp has been placing new valves at the intersection of Franklin and Lytle. This will help during water breaks to limit the number of residents affected. The work at the intersection should be completed next week, and then SmithCorp will begin working on the storm drains.
- Chief Copeland has entered the Village into a PFAS class action lawsuit. He said he was not sure if the Village would receive a settlement since only Well 10 is affected and is not officially part of the system.
- The Maintenance Department is painting the Police Department side of the building during the rainy season.

- The Piqua Annual Rate Comparison has been provided for review. The survey shows that the village's rates are very competitive.
- A new street compactor has been received. The old one was not working correctly.
- Photos of Mayor Isaacs and Chief Copeland attending the ribboncutting ceremony for the new Clearcreek Fire Department have been provided.
- A flyer providing information on the Lost Survivor Support Group has been provided.
- The MOMS Committee meeting went well.
- Chief Copeland and Mayor Isaacs attended the ribbon-cutting ceremony for a new shop downtown, the Lewis Community Mercantile. This is a great addition to the community.

### Police Report

- The March dispatched calls for service, Mayor's Court end of month, and code enforcement reports have been provided for review. There are several pending citations concerning code violations for the Hammel House.
- The Ford Taurus sold on govdeals.com for \$3,900.
- The Police Department qualified for the bulletproof vest grant, which covers 75% of the price. The grant will pay \$11,337, and the Village will need to match \$3,709.
- First Baptist Church donated Law Enforcement Bibles to the officers. It was appreciated.

Mrs. Miller expressed her appreciation for Chief Copeland's care of the officers and the purchase of new vests, stressing their importance for their safety. Chief Copeland agreed with her and is hoping to use the leftover funds appropriated to purchase new tasers, which are important pieces of equipment for officers to use to de-escalate situations.

## **Financial Director Report**

- Representative Adam Mathews has agreed to attend the May 5<sup>th</sup> Council meeting to discuss HB 28.
- Ms. Morley asked for Council to approve her to put the 19 AES accounts on autopay. She explained that there have been problems receiving the invoices in a timely manner due to AES's new billing system and with the postal system not being as reliable.
- Ms. Morley stated she has enrolled in a free Fiscal Officer Bootcamp that will help her better understand and set utility rates by creating a financial proforma.

Mrs. Miller moved that the Finance Director put the AES bills on autopay, and Mr. Colvin seconded the motion.

Motion – Miller Second – Colvin

Roll Call - 6 yeas

#### Law Report

None			
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#### **New Business**

None

#### **Legislation**

### First Reading of Ordinances and Resolutions

#### **Ordinance No. 2025-009**

Authorizing a Health Insurance Plan for Village Employees and Declaring an Emergency

Mr. Colvin moved to waive the two-reading rule for Ordinance No. 2025-009, and Mr. Blankenship seconded the motion.

Motion – Colvin Second – Blankenship

#### Roll Call - 6 yeas

Mr. Colvin stated that Mr. Hough of Wade Insurance proposed several employee insurance options. There were slightly less expensive options, but the Finance Committee decided to remain with the current insurance plan to help further with employee retention. He asked the Finance Director if she had anything else to add. Ms. Morley agreed with Mr. Colvin that the savings to go with another plan were minimal and not worth the upheaval for employees to change policies.

Mr. Colvin moved to adopt Ordinance No. 2025-009 as an emergency, and Mr. Gallagher seconded the motion.

Motion – Colvin Second – Gallagher

Roll Call – 6 yeas

Second Reading of Ordinances and Resolutions
None
Executive Session
None
All were in favor of adjourning at 7:30 p.m.
Date:
Jamie Morley, Clerk of Council

# **Council Report**

# April 21, 2025 Chief Copeland

# Manager

- On April 16th, I attended a pre-construction meeting for the PID 118273 regarding the SR42 traffic signal project. I have included redacted notes from that meeting for your review. During the meeting, we exchanged contact information, responsibilities, and discussed the timelines for the various stages of the project. The start date has been pushed back to mid to late summer. This is a nine-month project, so we expect it to be completed by May 28, 2026. The work will begin this summer with the construction of turn lanes on SR42, expanding them from a 2-3 vehicle lane to an 8-10 vehicle lane. I will serve as the point of contact for the village and will keep the Council updated on any progress and changes.
- On Tuesday, April 8th, I conducted a final walk-through of the Franklin Road Phase I project with Jake and Matt from Choice One Engineering. Since the maintenance bond period is ending soon, we identified areas of concern that need street repairs and property restoration before the bond can be released. We have shared this information with KT Holden, and they will initiate the necessary repairs.
- The Environmental Protection Agency conducted an inspection of the future site planned for Well 10. They provided a list of requirements that must be addressed before final construction can begin. One key requirement is obtaining a land survey and an easement agreement with Harvest Baptist Church. Additionally, we need to have a legal description of the utility easement recorded by the county.

  Choice One Engineering has surveyed the property and provided the necessary legal description, while Law Director Jeff Forbes has drafted the Village Ordinance. On April 16th, Steve Jackson, the owner of Harvest Baptist Church, met with us and signed the

easement forms. The Council will vote on Village Ordinance #2025-010 to approve the

utility easement with Harvest Baptist Church for Well 10. Please feel free to contact me if you have any questions or concerns.

- We have a follow-up meeting with the Merchants on Main Street (MOMS) committee scheduled for Monday, April 21, at 5:00 p.m. The meeting will take place at the Village Government Center to discuss the trees on Main Street project and other restoration needs and plans.
- I will be attending the Ohio State Chiefs of Police Annual Training Conference in Columbus, Ohio, from April 27th to 29th. I will be available by phone if needed.

• I have included photos of the high water situation caused by the storms over the past few weeks, which show the well heads remaining above the floods.











➤ Hoffman property at SR42 and SR73







► Hoffman property at Corwin Ave and SR42











Bowman Park and Corwin Ave







> Village 6 and 7 Well Heads

- I have included a letter from Association President Sarah Mays of the Greater Dayton Mayors and Managers, expressing opposition to House Bill 28. This bill would strip political subdivisions of their authority to enact replacement property tax levies. This could significantly impact our operations and budget for improvement for communities like Waynesville. As a bedroom community without industrial funding, we rely on these levies to support our operational expenses. The Greater Dayton Mayors and Managers Association, along with most municipalities in Ohio, are reaching out to state officials to voice our concerns and opposition to this bill.
- The Council will vote on Village Ordinance 25-011, which authorizes the Village Manager to enter into a three-year renewal contract with Rumpke to collect and dispose garbage, recyclables, refuse, and yard waste within the Village limits. Fees will be slightly increased, reflecting the local inflation rate. This agreement will be effective from June 1, 2025, through May 31, 2028. An addendum detailing the agreement's rates has been included for your review.
- On April 9th at 9:30 a.m., the Easter Bunny visited the office and met with Ashley Richardson, the Police and Court Clerk. Honor Veterans pins, sponsored by the American Legion Post, were distributed during the visit. Additionally, the Annual Easter Egg Hunt occurred at Bicentennial Park on Sunday, April 13<sup>th</sup>, attracting several hundred children and ensuring a successful event.









• I want to thank Steve and Hillary Harvey from Maineville for providing the Waynesville staff with lunch from Bentino's Pizza on April 8<sup>th</sup>. Everyone greatly appreciated it.







# **Police**

On April 14th, approximately 60 public safety vehicles, including police cars, fire trucks, SWAT units, and crime scene units, participated in a parade to support a young boy from Springboro named Eli, who is battling leukemia. This special event coincided with Eli's 6th birthday and his dream of becoming a police officer when he grows up. Officer Kirsch represented the Waynesville Police Department at the parade to wish Eli a happy birthday and to show him that all local law enforcement agencies stand behind him.











- The Annual Police Memorial Service will occur on May 15th at 10 a.m. at 822 Memorial Drive, Lebanon, Ohio. I have attached a flyer for anyone who would like to attend.
- On April 17, a representative from Superior Uniforms fitted half of the officers for new bulletproof vests. The remaining officers used the exact measurements from their older vests. We must submit a bill to the Ohio State Attorney General's Office by September to receive the \$11,337.23 bulletproof vests replacement program grant.













 On April 16th, I attended the Warren County Court's Annual Peer Mentor ceremony, which was held in the Warren County Commissioner's meeting room. Judge Loxley and Judge Tepe hosted the event, and Orlando Sonza was the guest speaker.











#### PRECONSTRUCTION MEETING PROJECT 25-0136 PID No. 118273 US42-20.23

A Preliminary Construction Meeting was held Wednesday, April 16, 2025, at 1:00 pm for the purpose of reviewing the plans, the requirements of the contract, and discussion of the procedures to accomplish the work.

The meeting was called to order by Mr. Jason Haus, P.E., ODOT Area Engineer, who conducted the meeting via Microsoft Teams.

#### **INTRODUCTION/Project Description:**

FOR IMPROVING VARIOUS SECTIONS IN THE VILLAGE OF WAYNESVILLE, WAYNE TOWNSHIP, WARREN COUNTY, OHIO, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS BY INSTALLING A NEW TRAFFIC SIGNAL WITH RADAR DETECTION, CONSTRUCTING CONCRETE MEDIANS TO REALIGN LEFT TURN LANES, AND RELATED WORK

Mr. Haus introduced the principals involved with the project to the contractor and other representatives present.

District PM:

Andrea Henderson

Contractor:

Barrett paving and Materials

Construction PM:

Ryan Oeder

Contractor PM:

Noah Molnar

**ODOT** Inspector:

Darren Rinehart

Contractor Supt:

Jeremy Gilbert

Start Date(s):

Mid/late Summer

Completion Date:

5/28/2026

Contract Amount:

\$1,290,000.00

Contract Limits:

5% of contract amount

Waynesville Mgr.

Chief Copeland – (513)-897-0810

#### E.E.O. - DBE Goal = 7.00% - REMOVED PER ADD #1



# List of Subs for Project 250136

Sub Nbr	Sub Name	Total Sub d	Parent Sub Nbr	Sub Appr	Work Start	Work Stop	Prog Type
00000001	MILLER CABLE COMPANY	\$285,963.00					
00000002	A & A SAFETY INC	\$124,613.15					
00000003	Landview Services, LLC	\$13,969.86					DBE-RN
00000004	Garcia Surveyors, Inc	\$0.00					DBE-RN

Run Date 4/14/2025 2:20:11 PM

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#### ADDENDUMS/CHANGE ORDERS/RFIs/PBQs

- 1. REMOVED DBE goal
- 2. Revised sheets 4, 24, 29. Revised CLN 0046; answered PBQs
- 3. REMOVED PN 020 AA/EEO

#### R/W & UTILITIES

Brightspeed/telecom line could possibly be visible sight of Strain Pole installed on project -Lucas Braun

#### AES Ohio

AES Ohio has existing facilities within the project limits not to be disturbed. Contractor shall meet all required vertical clearances per OSHA and AES standards. The contact person is Bill Ward at (13-511-5200)

#### Lumen

Lumen has existing facilities within the project limits, as shown in the construction plans. Lumen will relocate their aerial lines along the east side of Corwin Avenue. They will raise their lines to avoid blocking the proposed signal heads. Their work will be completed on or before January 31, 2025. The contact on this project is Judy Debo at 419-665-3336.

#### Crown Castle

#### Charter

Charter has exiting aerial facilities within the project limits, not to be disturbed. The contact on this project is Kent Rieger at 123-200-2400

#### Centerpoint Energy

Centerpoint Energy has existing facilities within the project, not to be disturbed. Contractor shall use caution when working in the vicinity of Centerpoint's gas main. All work must be done under the utility's supervision and inspection. The Contractor shall contact the utility a minimum of two (2) business days prior to the start of work to have an inspector on site and to have facilities located in the field. Contractor shall notify Jeff Pike at 65 31223530

#### Warren County Water and Sewer

Warren County Water and Sewer (WCWS) has existing facilities within the project limits, as shown in the construction plans. WCWS has water works items included in the construction plans and will be completed by the ODOT Contractor. WCWS has one fire hydrant to be relocated. The Contractor shall coordinate this effort with WCWS. All work must be done under the utility's supervision and inspection. The Contractor shall contact the utility a minimum of two (2) business days prior to the start of work to have an inspector on site and to have facilities located in the field. The Contractor shall exercise caution when working near their water mains and facilities. Proper protection and support must be exercised when their facilities are uncovered. The contact person is Chris Brausch at \$13-095-1377

#### **SCHEDULE**

Mid/late summer start.

#### PROPOSAL/CLNs

CLN 0135 – Concrete testing – Geotechnology CLN 0136 – 878 testing of unbound materials – Geotechnology

#### PLANS & DETAIL NOTES

SEE PLANS

Sheet 6:

ITEM 202 - REMOVAL MISC.; DECORATIVE PLAQUE

CONTRACTOR SHALL CAREFULLY REMOVE DECORATIVE PLAQUE FROM EXISTING WALK, STORE AND RESET INTO NEW WALK AS DIRECTED BY THE VILLAGE OF WAYNESVILLE VILLAGE MANAGER. THIS ITEM IS TO COVEFALL LABOR AND EQUIPMENT TO REMOVE, STORE AND RESET PLAQUE.

#### Sheet 8:

#### LANE VALUE CONTRACT

THE CONTRACTOR SHALL BE ASSESSED DISINCENTIVES AS DESIGNATED IN THE LANE VALUE CONTRACT TABLE FOR EACH UNIT OF TIME THE DESCRIBED CRITICAL LANE/RAMP IS RESTRICTED FROM FULL USE BY THE TRAVELING PUBLIC WITHIN THE RESTRICTED IN THE PERIOD. THE LANE VALUE CONTRACT TABLE IS LOCATED IN THE PLAN GENERAL NOTES. THE DISINCENTIVES WILL BE ASSESSED FOR ALL RESTRICTIONS OF THE CRITICAL WORK.

CRITICAL WORK IS SHOWN IN THE LANE VALUE CONTRACT TABLE.

CRITICAL WORK IS DEFINED AS HAVING THE DESIGNATED SECTIONS OPEN TO UNRESTRICTED TRAFFIC AS SHOWN IN THE TABLE, OR THE ENTIRE PROJECT IF NOT OTHERWISE LISTED.

UNRESTRICTED TRAFFIC IS DEFINED AS ALL TRAFFIC LANES BEING AVAILABLE FOR USE WITH SPECIFIED STRIPING AND SAFETY FEATURES IN PLACE.

#### LANE VALUE CONTRACT TABLE

DESCRIPTION OF CRITICAL LANE RESTRICTED
TIME PERIOD

TIME UNIT

EACH HOUR

DISINCENTIVE \$
PER UNIT TIME

ALL LANES ON US-42 HOLIDAYS OR SPECIAL EVENTS (SEE SCHEDULE THIS SHEET)

\$2,400

NEW YEAR'S (OBSERVED)

GENERAL/REGULAR ELECTION DAY (NOV)

**THANKSGIVING** 

MEMORIAL DAY

MEMORIAL DAY

CHRISTMAS (OBSERVED)

FOURTH OF JULY (OBSERVED) LABOR DAY

SAUERKRAUT FESTIVAL (OCT) HARLEY HILL CLIMB (OCT)

(SHF Oct 10-12)

#### SPECIFICATIONS/STANDARD DRAWINGS/ SUPPLEMENTAL SPECS

SS800 date: 7/19/2024

107.10 – Protection and Restoration of Property

Supplemental Specifications:

SEE PLANS

#### **GENERAL DISCUSSION**

Estimate dates will be twice each month or as substantial work is completed.

Per specifications, all materials shall be approved before incorporating them into the work. Money will be held from estimates if materials are not submitted to the department at or prior to time of use.

All correspondence to be submitted through the TM - Ryan.

All instructions to the contractor shall be given through the PM or his representative.

Weekly certified payrolls are required and shall be submitted electronically through CRL. Delinquent payrolls will affect payment of estimates.

CML has been completed by central office and the material sets created.

All time extension requests shall be submitted, with proper documentation, in writing, at the end of each month. The contractor submitted for approval:

_	EMERGENCY CON'	TACTS
	PROGRESS SCHEDU	LE
	EQUIPMENT LISTS	
	MATERIAL/SUPPLIE	ER LISTS
	SUBCONTRACTORS	
	HAUL ROADS	Provide written permission for Local routes
	WASTE SITES	Spec. 107.10

**AWP** 

**EVALUATIONS (C95 & ODOT Partnering)** 

**INFORMAL PARTNERING AGREEMENT** 

ADDITIONAL DISCUSSION OR QUESTIONS

April 18, 2025

Ohio Senate Ways and Means Committee Senator Louis W. Blessing, III, Chairman

Dear Senator Blessing:

By way of introduction, I am the former mayor of Xenia, OH, and a current Greene County Commissioner. I am writing in my capacity as President of the Greater Dayton Mayors and Managers Association, which serves the chief elected and appointed officials of 68 communities, to express our unanimous opposition to House Bill 28, which would eliminate the authority of political subdivisions to enact replacement property tax levies.

For municipalities all over Ohio, municipal income tax and property taxes are the primary sources of revenue that fund public safety, capital projects, infrastructure installation and maintenance, road improvements, parks and recreation, debt service, and more. For many communities, police and fire services alone account for 65-80% of budget expenditures.

Although municipal income tax generates, on average, more than 60% of the revenues for most of our member communities, property taxes are also an important component of the overall revenue stream. Anytime a taxation issue is placed on the ballot, our communities painstakingly provide full transparency and diligence in educating voters as to the need and how revenue generated by the tax initiative will be spent. As a matter of fact, there are already requirements in place that specify ballot language on property tax initiatives. Voters that take the time and effort to educate themselves on ballot initiatives pass replacement levies at a rate of more than 70%.

Municipalities rely on the flexibility provided by replacement levies to adapt to changing economic conditions and community needs. Having the ability to replace levies allows local governments the flexibility to effectively plan by considering inflation and the evolving needs of their citizenry. House Bill 28 restricts the ability to make necessary adjustments, which could result in the inability of the local government to respond timely and effectively to unforeseen economic challenges.

History has shown that local governments are best positioned to understand the unique needs and priorities of their communities. House Bill 28 is an overreach that further undermines local control by removing an effective tool that allows municipalities to tailor their fiscal strategies to their specific circumstance. In these times when the economic landscape is constantly changing, we do not need another legislative edict imposing a "one-size-fits-all" solution that clearly fails to recognize that communities are all different and have unique needs.

Your thoughtful consideration is greatly appreciated.

Respectfully Submitted,

Sarah Mays, President Greater Dayton Mayors and Managers Association

#### ADDENDUM

This document serves to add the following to the contract dated May 24, 2006 (the "Contract") between the Village of Waynesville, Ohio (the "Village") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective June 1, 2025 and continuing through May 31, 2028 Rumpke shall continue to provide for the collection and disposal of garbage, recyclables, refuse and yardwaste within the Village of Waynesville invoiced directly to the Village on a monthly basis as follows:

June 1, 2025 to May 31, 2026: \$20.72 Per Unit Per Month June 1, 2026 to May 31, 2027: \$21.54 Per Unit Per Month June 1, 2027 to May 31, 2028: \$22.41 Per Unit Per Month

Additional trash carts as requested will continue to be invoiced to the Village at the rate of \$3.50 each per month. Any and all applicable surcharges will be in addition to the above quoted unit rates. The monthly invoice shall be based on 1,153 units being provided with the garbage, recyclables and yardwaste collection services. Any additional units will be added at the above quoted unit rate as appropriate.

A 65-gallon recycling cart will continue to be provided at no additional charge to residents upon their specific request.

All other terms and conditions of the original contract dated May 24, 2006 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees, additional fuel costs, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said Contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the Village shall, after negotiation with Rumpke and approval by the Village Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for three (3) years effective June 1, 2025 and continuing through May 31, 2028. This contract may be renewed for additional option periods upon mutual agreement of both parties.

VILLAGE WAYNESVILLE, OHIO	RUMPKE OF OHIO, INC.
	William J. Rumpke, Jr., President
Title:	William J. Rumpke, Jr., President
	Minia Schuelv
Witness	Witness
	4/1/25
Date	Date



The Warren County Police Chiefs Association, and Fraternal Order of Police Lodge 103 Proudly Presents the Annual Police Memorial Service

Date:

May 15, 2025 @ 10:00 A.M.

Location: 822 Memorial Drive Lebanon, Ohio

# Finance Director Report April 21, 2025 Jamie Morley

- ➤ The month of March has been reconciled, and the reports have been provided for review. March marks the end of the 1<sup>st</sup> quarter of 2025, and all quarterly reports have been filed.
- ➤ Interest earned for March is as follows:
  - o SWEEP \$16,236.04
  - o STAR Ohio \$2,301.33
  - o Primary Checking \$.39
- The contract for village-wide trash services with Rumpke expires at the end of May. Tonight's agenda includes an ordinance with an addendum to Rumpke's contract reflecting the new fees for the next three years. I would like the Finance Committee to review the schedule of fees to set the new rates the village will charge residents for these services.
- ➤ Mr. Edwards, Wayne Township Administrator, informed us that the EPA grant used to supplement the tire drop-off portion of the Recycle Rally has been cancelled. He is asking local governments (Wayne Township, Corwin, and the Village of Waynesville) to share the cost of the tire removal based on per capita for each jurisdiction. In the past, the cost was between 6K and 8K. I have placed this item under new business. The event is scheduled for May 3 from 9:00 am to 1:00 pm at the middle school parking lot.

Thank you,

Jamie Morley
Finance Director/Clerk of Council

# **ORDINANCE NO. 2025-010**

# ACCEPTING A UTILITY EASEMENT FOR WELL 10 ON THE HARVEST BAPTIST CHURCH PROPERTY AND DECLARING AN EMERGENCY

WHEREAS, as part of a necessary municipal project, it has become necessary for the
Village of Waynesville to accept a utility easement; and
WHEREAS, the owner of the affected property has agreed to donate said easement.
NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of
Waynesville, members elected thereto concurring:
Section 1. That the well utility easement set forth in Exhibit "A," incorporated herein by reference, is hereby accepted by the Village of Waynesville.
Section 2. That the Village Manager is hereby authorized to execute any necessary documents to further the acceptance of said easement.
Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and shall be effective mmediately upon its adoption. The reason for said declaration of emergency is the need to accept the easement at the earliest possible date in order to timely proceed with the project.
Adopted this day of, 2025.
Attest: Clerk of Council Mayor

#### EXHIBIT A LEGAL DESCRIPTION

BEING A RESTRICTIVE USE EASEMENT OVER, THROUGH, AND ACROSS A PART OF A 26.912-ACRE TRACT OF LAND OWNED BY HARVEST BAPTIST CHURCH OF WARREN COUNTY AS CONVEYED IN DOCUMENT NUMBER 2021004157 OF THE WARREN COUNTY RECORDER'S OFFICE, SITUATE IN SECTION 31, TOWN 4 E, RANGE 5 N, M.R.S. VILLAGE OF WAYNESVILLE, WARREN COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southerly corner of Tract Number 8 of the Subdivision of Myron E. Gire property as shown on Plat Book 3, Page 161 and being on the northerly line of an 87.649-acre tract of land owned by Village of Waynesville as conveyed in Official Record 4675, Page 29;

thence, South 84°10'52" East, 260.16 feet, along the northerly line of said 87.649-acre Village of Waynesville tract;

thence, South 71°35'00" West, 788.41 feet, along the northerly line of said 87.649-acre Village of Waynesville tract to a point;

thence, North 05°49'08" East, 323.63 feet, along the new easement line to a point on the south line of Tract Number 8 of the Subdivision of Myron E. Gire property as shown on Plat Book 3, Page 161;

thence, South 84°10'52" East, 458.76 feet, along the south line of said Tract Number 8 to the principal place of beginning.

Containing 2.670 acres more or less and all being subject to any legal highways and easements of record.

The bearings are based on NAD 83 CORS 2011 adjustment, Ohio South Zone, Ohio Real Time Network (ORTN). The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, based on a field survey performed under his direct supervision and dated April 11, 2025. For a pictorial representation, see attached Exhibit "B".

Allen J. Bertike, PS #862

ALLEN J.
BERTKE
S-8629

CONAL SU

04/11/2025 Date

# **EXHIBIT B**

BEING A RESTRICTIVE USE EASEMENT SITUATED IN SECTION 31, T 4 E, R 5 N M.R.S., VILLAGE OF WAYNESVILLE, WARREN COUNTY, OHIO

SUBDIVISION OF MYRON E. GIRE PROPERTY P.B. 3, PG. 161

> TRACT No. 8 VILLAGE OF WAYNESVILLE O.R. 1059-843 13.430 ACRES

P.O.B.

WELL 7-

NEW EASEMENT LINE-

HARVEST BAPTIST CHURCH SO OF WARREN COUNTY SO INSTR. 2021004157 26.912 ACRES SUR. 103-13 \$84°10′52″E 458.76′

RESTRICTIVE USE EASEMENT 2.670 ACRES

571°35′00″W 788.41′

571°35′00″W 536.72′

WELL 10-

VILLAGE OF WAYNESVILLE O.R. 4675-29 87.649 ACRES SUR. 118-8

JOB # WARWAY2403 DRAWN BY: CJS

DATE 04-11-2025



# <u>LEGEND</u>

O<sup>I.P.F.</sup> IRON PIN FOUND



WELLHEAD

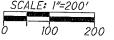
# Choice One

Engineering

SIDNEY, OHIO 937.497.0200 LOVELAND, OHIO 513.239.8554

www.CHOICEONEENGINEERING.com

THE BEARINGS ARE BASED ON NAD 83 CORS 2011 ADJUSTMENT, OHIO SOUTH ZONE, OHIO REAL TIME NETWORK(ORTN)



#### **Auditor's Parcel ID** # <u>06-31-351-011</u>

#### DEED/GRANT OF WELL UTILITY EASEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

That Harvest Baptist Church of Warren County, an Ohio non-profit corporation, hereafter, Grantor, the Fee Simple owner of the real estate (the "Property"), located at N. Route 42, Waynesville, Warren County, Ohio 45068 within the Village of Waynesville, Ohio, Warren County, Ohio, identified in Instrument No. 2016-003288 and 2021-004157, of the Records of Warren County, Ohio, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby grant, bargain, sell, convey and release to the Village of Waynesville, Ohio an Ohio municipal corporation, whose tax mailing address is 1400 Lytle Road, Waynesville, Ohio 45068, its successors and assigns, hereafter, Grantee, and to their agents, employees, successors and assigns forever, a non-exclusive, perpetual well utility easement for the construction, operation, repair and/or replacement of water well utilities on, above, under and through that portion of the aforementioned Property, as described on Exhibit "A" (the "Easement Area") and with the easement area being generally depicted on Exhibit "B", attached hereto and made a part hereof.

All costs and expenses associated with the **Grantee's** construction, operation, maintenance, repair, replacement and restoration activities within the Easement Area described on Exhibit A shall be borne solely by the **Grantee**.

**Grantor** shall not construct any improvements within or upon the Easement Area or otherwise use the Easement Area in a manner that would materially interfere with the exercise by **Grantee** of its rights provided by this document.

The consideration mentioned herein includes total compensation for all damages caused by said construction, repair, maintenance, operation and inspection within the above described easement. **Grantee** shall, as soon as practical after the completion of any construction, maintenance, repair or replacement activities, restore the surface of the Easement Area to the same condition or better as existed immediately prior to the commencement of such activities by **Grantee** or its agents, employees or contractors.

The terms and agreement set forth herein shall be deemed to be covenants running with the land and shall inure to the benefit of and be binding upon, as the case may be, the parties and their respective successors and assigns.

**Grantor**, for itself and for its successors and assigns, does hereby **COVENANT** with the said **Grantee**, its successors and assigns, that it is the true and lawful owner of the said premises, and has full power to convey said easement, unencumbered.

My commission expires:

Executed by Gary Copeland, Village Manager, on this day of	r of the Village of Waynesville, Ohio, of, 2025.
	Village of Waynesville, Ohio
	ACCEPTED BY:
	Gary Copeland, Village Manager
STATE OF OHIO, COUNTY OF WARREN SS	S:
The foregoing instrument this day of, 20 of Waynesville, Ohio, an Ohio municipal corpor	was acknowledged before me 225, by Gary Copeland, Village Manager of the Village ration, on behalf of the corporation.
	Notary Public
APPROVED AS TO FORM:	
effrey D. Forbes, Law Director	
his instrument was prepared by: Wood & Lampin	ng, LLP.

#### **ORDINANCE NO. 2025-011**

# AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT WITH RUMPKE OF OHIO, INC. AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesvil	le has previously entered into a contract with
Rumpke of Ohio, Inc.; and	
WHEREAS, Rumpke of Ohio, Inc., has I	proposed an addendum to said contract.
NOW, THEREFORE, BE IT RESOLVE	D by the Council of the Village of Waynesville,
Ohio, members elected thereto concurring	ng:
Section 1. That the Village Manager is h contract with Rumpke of Ohio, Inc., substantially Exhibit "A" and incorporated herein by reference	ereby authorized to execute an addendum to the y in the form of the addendum attached hereto as e.
Section 2. That this Ordinance is hereby for the immediate preservation of the public peace immediately upon its adoption. The reason for sai the addendum prior to the expiration of the contra	d declaration of emergency is the need to execute
Passed this day of	, 2025.
	Mayor
Clerk of Council	

#### **ADDENDUM**

This document serves to add the following to the contract dated May 24, 2006 (the "Contract") between the Village of Waynesville, Ohio (the "Village") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective June 1, 2025 and continuing through May 31, 2028 Rumpke shall continue to provide for the collection and disposal of garbage, recyclables, refuse and yardwaste within the Village of Waynesville invoiced directly to the Village on a monthly basis as follows:

June 1, 2025 to May 31, 2026: \$20.72 Per Unit Per Month June 1, 2026 to May 31, 2027: \$21.54 Per Unit Per Month June 1, 2027 to May 31, 2028: \$22.41 Per Unit Per Month

Additional trash carts as requested will continue to be invoiced to the Village at the rate of \$3.50 each per month. Any and all applicable surcharges will be in addition to the above quoted unit rates. The monthly invoice shall be based on 1,153 units being provided with the garbage, recyclables and yardwaste collection services. Any additional units will be added at the above quoted unit rate as appropriate.

A 65-gallon recycling cart will continue to be provided at no additional charge to residents upon their specific request.

All other terms and conditions of the original contract dated May 24, 2006 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, composting fees, surcharge fees, additional fuel costs, or as a result of imposition of new governmental regulations not in effect at the time of acceptance of said Contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials), then the Village shall, after negotiation with Rumpke and approval by the Village Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for three (3) years effective June 1, 2025 and continuing through May 31, 2028. This contract may be renewed for additional option periods upon mutual agreement of both parties.

VILLAGE WAYNESVILLE, OHIO	RUMPKE OF OHIO, INC.
	William J. Rumpke, Jr., President
Title:	William J. Rumpke, Jr., President
	Minia Schuelv
Witness	Witness
	4/1/25
Date	Date

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