



## COUNCIL AGENDA

**Monday, August 5, 2024 – 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, July 15, 2024 at 7:00 p.m.
  - Special Council Meeting, July 31, 2024 at 6:00 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)
  - Representatives from Design Homes about a potential housing development.
  - Representatives from Waynesville Merchant's Association about a possible DORA district downtown.
  - Linda Keifer
- 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:
  - Open position on the Planning Commission due to the resignation of Robert Bowen
  - Application of Amy Noel Oconnell to the Parks and Rec Committee

**Legislation:**

**Reading of Ordinances and Resolutions:**

**First Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2024-023**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2024-024**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2024-025**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SMITHCORP, INC. IN AN AMOUNT NOT TO EXCEED \$1,178,740 FOR THE FRANKLIN ROAD WATER MAIN AND STREET IMPROVEMENTS PROJECT, PHASE II AND DECLARING AN EMERGENCY

**Second Reading of Ordinances and Resolutions:**

**Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**August 19, 2024 at 7:00 pm**

*Upcoming Meetings and Events:*

Public Works Committee, August 5, 2024 @ 6:00 p.m.

Parks & Rec Meeting, August 19 @5:00 p.m.

Finance Meeting, August 19<sup>th</sup>, 2024 @ 6:00 p.m.

**Village of Waynesville  
Council Meeting Minutes  
July 15, 2024 at 7:00 pm**

**DRAFT**

Present: Mayor Earl Isaacs  
Mr. Brian Blankenship  
Mr. Chris Colvin  
Mr. Zack Gallagher  
Mr. Troy Lauffer  
Mrs. Connie Miller

Village Staff Present: Jeff 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, July 15, 2024.*

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

Roll Call – 6 present

**Mayor Acknowledgements**

Mayor Isaacs asked for a moment of silence for the people who were shot in Pennsylvania.

**Disposition of Previous Minutes**

Mrs. Miller made a motion to approve the minutes of the June 17, 2024 meeting and Mr. Lauffer seconded the motion.

Motion – Miller  
Second – Lauffer

**Roll Call – 6 years**

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**Public Recognition/visitor's comments**

Ned Denlinger, 2799 Emerald Way, spoke to Council on behalf of Waynesville Community Church. He explained that the church is having pressure issues, and after speaking with

plumbers, it was suggested that the church increase the meter size to a 1" meter. Mr. Denlinger stated that he is asking the Village to waive the fee to upgrade the meter size. Mr. Gallagher asked if a calculation had been done. Mr. Denlinger responded that the church has had an addition that increased the number of bathrooms and square footage. It has been determined that a 1" meter would suffice and solve the pressure issues the church is currently having. Mr. Gallagher explained it is common practice among utility companies to base prices on meter size. The larger the meter, the more water the Village guarantees to provide to their customer. Council asked why they should consider waiving the additional fee to upgrade the meter size. Mr. Denlinger responded that the Community Baptist Church does quite a lot for the community.

Mrs. Miller asked who was responsible for the fee. Chief Copeland explained that the water connection fee is usually paid during construction. The church paid the tap fee when the building was initially built. Since the fee schedule is based on meter size, the Church would be responsible for the difference between the 5/8" water connection fee (\$4,300) and the 1" water connection fee (\$18,000). This is the fee the church is asking to be waived. Mr. Gallagher wanted to ensure the church would be doing all the plumbing work and did not have expectations of the Village. Mr. Colvin asked why Council should consider this as he does not want to appear giving favoritism. Mr. Denlinger stated the church does a lot for the community, and currently, they are just meeting expenses, and this fee would impact the budget significantly. Mr. Gallagher said he may be in favor of this as this is not a business, and the church gives back to the community. Mr. Colvin asked about the Village Manager's position on granting this waiver. Chief Copeland responded that the church asked him for the waiver, and he told them he did not have the authority. So, this is why they are at the meeting. He suggested that this be referred to Public Works. Mr. Colvin asked Mr. Forbes if this was permitted. Mr. Forbes stated that it is well within Council's authority to grant this waiver. They would have to pass legislation, and he can draft it up to be voted on at the next meeting if that is what the Council wants. Mr. Gallagher asked Mr. Denlinger to attend the Public Works meeting on August 5<sup>th</sup> to discuss further.

Ms. Dedden, 1232 Anthony Trace, warned Council to consider waiving fees carefully. She stated that they may set a precedent, and others may follow suit and ask for waivers. She reminded Council that Warren County is also requesting a fee waiver due to a large leak. She asked the Council to think hard before granting these waivers.

James Prickett, 374 Miami, stated that he believed if another church were to be built, it should pay the water connection fees. However, Waynesville Community Baptist Church paid the connection fee when the church was built, contributing to the water infrastructure when it paid the initial connection fee.

## **Old Business**

None

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## **Reports**

### **Finance**

The Finance Committee met this evening and went over Village finances. The next Finance Committee meeting will be on August 19th, 2024, at 6:00 p.m.

### **Public Works Report**

Public Works will meet on August 5, 2024, at 6:00 p.m. At this meeting, they will discuss Warren County's request for a waiver of water fees and Waynesville Community Church's waiver of fees for a meter size increase.

### **Special Committee Report**

MOMS met this evening and continued discussing removing the sidewalk pavers, tree boxes, and replacement light poles. The Village Manager will continue to get quotes for the sidewalks and new trees.

Parks and Rec will meet on August 19, 2024 at 5:00 p.m. The discussion will include updates on the park at the library and Bicentennial Park.

### **Village Manager Report**

- Photos of Ms. Dedden receiving her proclamation have been provided.
- The Water Department continues flushing and painting hydrants. A detailed report should be provided at the next meeting.
- Mr. Lauffer, Mrs. Miller, and Chief Copeland met with Design Homes to review proposed plans for a new development.
- The Street Department is painting yellow curbs around the Village.
- The Water Department received the purchased equipment using the Division of Groundwater Grant. A leak detector and handheld valve exerciser were purchased for \$9,638, which will be refunded to the Village.
- Warren County Water & Sewer has asked for a fee waiver due to a hefty bill caused by a leak. This has been referred to Public Works.
- The repaving of Third Street should be scheduled soon.
- SmithCorp won the bid for the OPWC Franklin Phase II project.
- Chief Copeland has a meeting on Thursday with ODOT to discuss the bridge project on Route 73 and the impact that will have on traffic during the Sauerkraut Festival.

- Photographs of the Fourth of July parade have been provided. There were no incidents, and the parade went smoothly.

### **Police Report**

- Dispatched Calls for Service, Mayor's Court month end, and code enforcement reports have all been provided for review.
- Chief Copeland thanked Judge Loxley and Judge Fischer for attending last month's Council meeting.

Mrs. Miller asked Chief Copeland why there was a delay in paving Third Street. Chief Copeland stated that SmithCorp ran into a few issues with unmarked sewer lines, which caused a delay. The project also included additions, such as new valves on Miami and North Streets.

Mr. Lauffer suggested only allowing eastbound traffic on Route 73 during the festival. Chief Copeland stated he would allow ODOT to make the decisions as it is their project, and the liability rests with them. He noted that the Village does not have the manpower to direct traffic on Route 73. ODOT will likely have to hire a couple of troopers to do this.

Mr. Colvin asked why the bridge project was done before the traffic light at Route 42 and North Street. Chief Copeland responded that this decision was made at the state level and that the bridge was prioritized over the light. The light is to be completed in 2025.

### **Financial Director Report**

- The Ohio State Auditor requires all employees and elected officials to complete new online fraud training by September 28th. Ms. Morley will send the link for the training.

### **Law Report**

None

Mr. Forbes stated that even though Council set Wednesday as the deadline for applications for the open Council position, it is up to them whether they would like to consider the other three applicants, who submitted their paperwork today. Council asked Mr. Nation if he was agreeable to this, and he responded that he was okay with whatever they decided to do.

Mr. Colvin moved that Council interview and consider the other applicants for the open Council position. Mr. Gallagher seconded this motion.

Motion – Colvin

Second – Gallagher

**Roll Call – 5 yeas (Blankenship, Colvin, Gallagher, Isaacs, Lauffer); 1 nay (Miller)**

## **New Business**

James Prickett approached Council and expressed his displeasure about the Council's agreement to consider the other applicants. He stated that Mr. Nation is a great potential Council member who has attended meetings. He also said that Mr. Nation has done a fantastic job transforming the Lockup for the community and worked well with the Village Manager during the process. Mr. Prickett stated he wished Council would not consider the other applicants.

Chief Copeland stated that three of the four applicants were present for interviews. The other one is available by phone due to having COVID-19.

Ms. Dedden addressed Council, stating that one person applied immediately when they found out about the open Council position, turning in their application the next day. She asked that Council carefully consider the applicants and ensure they are prepared to commit to the position, as it is time-consuming.

## **Executive Session**

Mrs. Miller moved to go into executive session at 8:00 p.m. to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official. Mr. Blankenship seconded this motion.

Motion – Miller

Second – Blankenship

## **Roll Call – 6 yeas**

Council returned to the chambers at 10:02 with all six members present.

Mayor Isaacs stated there were very good candidates for the open Council position. However, the Council cannot agree to choose one candidate at this time, so no decision will be made at this time.

Mr. Forbes explained that when a vacancy on Council occurs, Council has 45 days to choose a new Council member. If by the end of 45 days, Council is not prepared to make a decision, the choice reverts to the Mayor, who then appoints an individual to fill the vacancy. August 1 is the end of the 45 days for Council to choose. The next Council meeting is August 5<sup>th</sup>, so unless there is a special Council meeting, the Mayor must appoint someone to the open Council position.

Mrs. Miller moved to refer the waiver of fees for Warren County Water and Sewer to the Public Works Committee, and Mr. Gallagher seconded the motion.

Motion – Miller

Second – Gallagher

## **Roll Call – 6 yeas**

**Legislation**

**First Reading of Ordinances and Resolutions**

**Ordinance No. 2024-022**

Authorizing the Village Manager to Execute a Change Order to the OPWC Franklin Phase I Project Contract, Amending Appropriations for Said Change Order, and Declaring an Emergency

Mrs. Miller moved to waive the two-reading rule for Ordinance No. 2024-022, and Mr. Lauffer seconded the motion.

Motion – Miller  
Second – Lauffer

**Roll Call – 6 yeas**

Mr. Colvin moved to adopt Ordinance No. 2024-022 as an emergency, and Mr. Lauffer seconded the motion.

Motion – Colvin  
Second – Lauffer

**Roll Call – 6 yeas**

**Second Reading of Ordinances and Resolution**

None

All were in favor of adjourning at 10:14 p.m.

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

\_\_\_\_\_  
Jamie Morley, Clerk of Council

**Village of Waynesville  
Special Council Meeting Minutes  
July 31, 2024 at 6:00 pm**

Present: Mayor Earl Isaacs  
Mr. Brian Blankenship  
Mr. Chris Colvin  
Mr. Zack Gallagher  
Mr. Troy Lauffer  
Mrs. Connie Miller

Village Staff Present: Jeff Forbes, Law Director; Jamie Morley, Finance Director and Clerk of Council

*CLERK’S NOTE- This is a summary of the Special Village Council Meeting held on Wednesday, July 31, 2024.*

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Mayor Isaacs called the meeting to order at 6:00 p.m.

Roll Call – 6 present

**Executive Session**

Mayor Isaacs moved to go into executive session at 6:03 p.m. to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official. Mr. Blankenship seconded this motion.

Motion – Isaacs  
Second – Blankenship

**Roll Call – 6 yeas**

Council returned to the chambers at 8:04 with all six members present.

Mr. Gallagher motioned for Lyle Anthony to fill the vacant Council seat, and Mr. Lauffer seconded the motion.

Motion – Gallagher  
Second – Lauffer

**Roll Call – 4 yeas (Lauffer, Colvin, Gallagher, Isaacs) 2 nays (Miller, Blankenship)**

Mayor Isaacs said that this decision was one of the hardest ones he has had to make while serving on Council. He is very thankful for all of the qualified candidates and believes that Mr. Nation will be an asset to the Village. Mayor Isaacs said he appreciates all the good things Mr. Nation has done for the Village.

Mr. Gallagher said all the candidates were qualified and hoped to see them in the future. He also said he was thankful for their willingness to serve on the Council. Mr. Lauffer agreed with Mr. Gallagher's sentiments.

Mr. Colvin wanted to clarify a few things and asked to be put on record:

I would like to make a couple of comments for the record.

First, my motion to include 3 additional candidates for this Council appointment was made because I wanted to consider those applications which came prior to beginning deliberations involving candidate interviews in Executive Session.

Second, I have received letters and signatures on behalf of David Nation. While I can appreciate the desire of citizens to treat this appointment in the same context of an election, this appointment is determined by the votes of Council following the Village of Waynesville Charter rules. My consideration of the qualifications of these candidates is more than responding to a subset of the voters that want to advocate for a particular person. A subset of the voters does not indicate what the voters would decide in a actual election. The information I receive from the candidate application and Executive session interview are additional information for Council members to consider for the purpose of the "appointment of a public official". Therefore, my lack of support for David Nation in this appointment is due to his application including his resume with core achievements focused on "diversity and inclusion" and his efforts being a founding member of the Rainbow Alliance ERG which advocates for Diversity Equity and Inclusion (DEI) in "local government, businesses, and educational institutions". Thirty states, including Ohio, have taken steps to remove DEI initiatives because of their discriminatory practices and so I am very concerned about DEI policies being advocated in our municipality.  
Thank you

Mr. Blankenship welcomed Mr. Anthony. He added that Mr. Nation has done amazing things for the town and hopes to see him up on Council in the future. Mr. Blankenship said that he believes this Council is an excellent group of individuals and is proud of their accomplishments.

Mrs. Miller said she appreciates that others want to serve on Council, but Mr. Nation was the only one to submit his application on time. Furthermore, he demonstrated in his interview and resume that he was a great candidate.

Mayor Isaacs added that he hopes Mr. Nation is not discouraged and hopes to see him on Council in the future.

At this time, Mayor Isaacs swore in Mr. Lyle Anthony as the newest member of Council to fill the Council seat vacated by Ms. Dedden

All were in favor of adjourning at 8:15 p.m.

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

\_\_\_\_\_  
Jamie Morley, Clerk of Council

# Council Report

August 5, 2024

Chief Copeland

## Manager

- I am providing an updated copy of our Village GIS map. The mapping is approximately 98% completed and color coded. The first map provided has zones for vaults and valves, which only show up when they are zoomed in. The yellow X's are past break locations, orange are meters, red are hydrants, and blue are well heads. The second map identifies the size of waterlines. Yellow are 10" waterlines, red are 8" waterlines, blue are 6" waterlines, and orange are 4" waterlines. We are still looking for a few valves that have been covered over the past several years.
- I attended a meeting at the bike path shelter in Corwin on July 18<sup>th</sup> at 11 am. There were representatives from the Ohio Department of Transportation, Chamber of Commerce, Wayne Township, and the Village to discuss a mitigation plan for the traffic issues during the Sauerkraut Festival. We were advised that SR73 will not be completed before the event. After some discussion it was decided to make SR73 a westbound lane only and eastbound traffic would be diverted to Corwin Avenue. This will only be during Sauerkraut hours of operation. The Ohio State Highway Patrol will be contacted to see if they can get 3 troopers for traffic control. The SR42 and SR73 traffic light will be operated manually by an OSP unit. We will have another meeting later in August to finalize the plan.
- We have hired a new Utility Billing Clerk for the Village. Shelley Reese lives in the village, graduated from Columbus State Community College, and has over 5 years of similar job experience. She participated in three internal interviews and was selected from a pool of thirteen applicants. We look forward to having Shelley on the staff as part of the team.



- I received an update from Andrea Henderson, Transportation Engineer for the Ohio Department of Transportation, District 8 about the traffic signal scheduled to be installed on SR42 and North Street (Corwin Ave.). The traffic signal is currently at stage 3 and will soon be put out for bid. EMH&T was awarded the project for the engineering and the project construction costs are estimated at \$1,133,754.70 with a Safety Fund grant cap of \$940,409.30. The Village is responsible for the engineering costs and 10% of the construction costs, which are \$193,345.40. In addition, there is a required construction inspection cost of \$79,363.00 to be paid by the Village. The majority of the \$272,708.40 amount to be paid by the Village will come from our County Vehicle Tax (CVT) which has already been submitted and approved by the Warren County Engineers Office. This project is scheduled to be completed in 2025.
- The Franklin Road OPWC PY38 Phase II contractor bids were received. On July 11<sup>th</sup> the bids were opened. Choice One Engineering reviewed the quotes, verified the specifications and researched their work history. After evaluation of all the bids received, they provided a recommendation letter for Smith Corp to be awarded the project. I have provided Council with an ordinance as an emergency to accept the recommended contractor. It is provided as an emergency so they can get the job on their schedule and order materials before any price increases.
- I have included an emergency ordinance for Council to approve Choice One's agreement for the engineering of the Fourth Street PY39 OPWC grant water main and repaving project. The preliminary engineering design gives the Village additional points on our application to be submitted to the State. The project cost is approximately \$1,372,300.00 with \$809,655.00 OPWC Grant and Village match of (41%) \$562,645.00. The preliminary design engineering, Village percentage, and multi-jurisdiction will give us a score of 66, which should put us above the threshold for approved projects. I have also included an emergency ordinance for a cooperative agreement with Wayne Township to participate in the multi-jurisdictional PY39 OPWC project. The joint project will also give the Village additional points on the submitted application. I delivered a letter asking Mr. Edwards and the Wayne Township Trustees to partner with the Village with the 4<sup>th</sup> Street project. I have included a copy of my letter for your review.
- On July 19<sup>th</sup> at 10:30am, I met with Charlotte Bryan, Sally Hite, Adam Powell, and Jona Powell at the Village Government Center. They were representing the Waynesville Merchants Association and want to make a formal request to the Council for a designated outdoor refreshment area (DORA). They submitted a request, which has been included in my report along with a copy of the legal description in section 4301.82 of the ORC. I advised them that this will have to be discussed by the Village Council. Representatives from the Waynesville Merchants Association have requested to be on the August 5<sup>th</sup> Council agenda. I have contacted other municipalities to see if they have any issues with their DORA and to better understand the process and procedures in the event Council approves the request.
- Daniel Earles of Design Homes has requested to do a small presentation for the Council of a potential development plan on August 5<sup>th</sup>. This is for the Lytle Rd property for sale.

- The Maintenance Department has been painting curbs throughout the Village.

- Main St
- Camp Creek
- Crede Way
- Justin Ridge
- Adamsmoor
- Rose Bud
- Rose Petal
- White Rose
- Crimson Ct
- Brookfield
- Beaumont
- Ellis Dr
- Franklin Rd



- I have included a copy of Kettering Health Network's press release regarding the donation of AEDs to our department for your review.
- The Village Water Department repaired some street locations from water breaks and crack sealed them. The Maintenance Department will be repairing pot holes during the second week of August.



- The Public Works Committee will be meeting at 6pm on August 5<sup>th</sup> to discuss water issues with Warren County Water and Sewer, and the Waynesville Community Church.
- I received a written complaint from Mr. Kevin McNeely regarding the Franklin Road phase I vault lid. Apparently when cars drive over the new lid, it makes a lot of noise and disturbs residents living in the area. A subsequent investigation revealed that the vault assembly is too light and bounces when struck. We have temporarily bolted the lid down and we are scheduling to change it to an iron lid during the phase II Franklin Road project, which should take care of the issue.
- Warren County Veterans Service Commission is hosting its annual Veteran's Appreciation picnic at the Warren County Fairgrounds. The event is on August 3<sup>rd</sup> from 12pm-4pm for veterans and their families. It is no cost and a flyer has been included for your review.
- The Brown Greer PLC, Directing Administrator for the National Opioid Settlement that we filed a claim with has initiated payment to the Village of Waynesville as outlined in the table below.

BG Entity ID	State	Beneficiary Type	Beneficiary Name	Payment Type	Payment Amount	Payment Method
9394	Ohio	General Purpose Government	Waynesville Village	Walmart Payment 1	\$1,169.91	Wire Transfer
BG Entity ID	State	Beneficiary Type	Beneficiary Name	Payment Type	Payment Amount	Payment Method
9394	Ohio	General Purpose Government	Waynesville Village	Distributor Payment 4	\$531.93	Wire Transfer

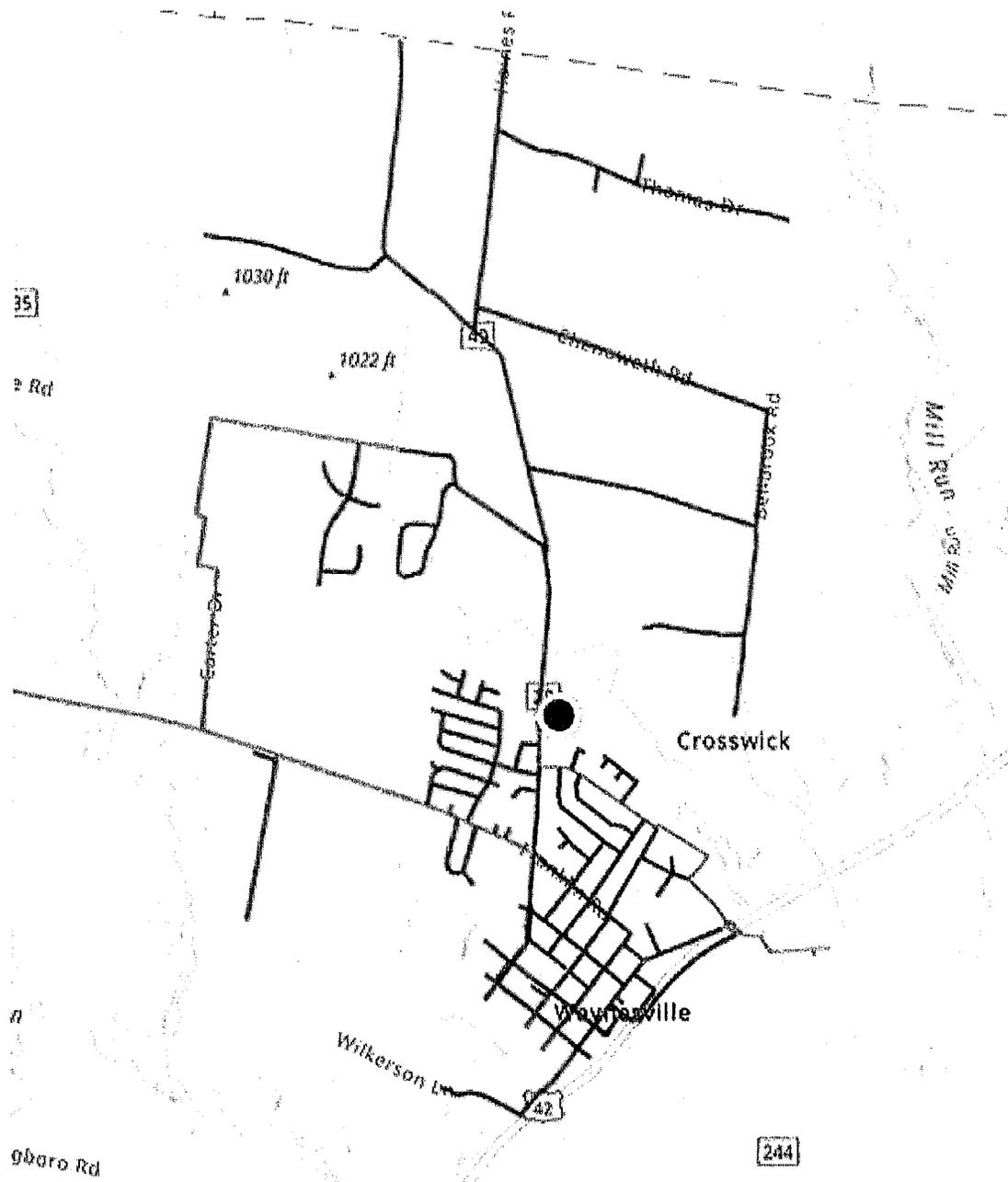
## Police

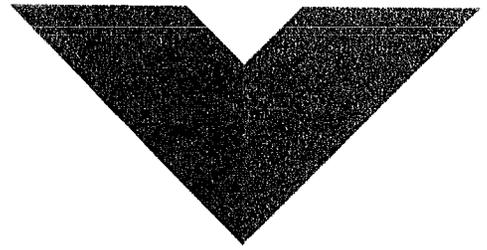
- The July dispatched calls for service have been included for your review. Please feel free to contact me if you have any questions or concerns.
- The Mayor's Court report for the month of July is attached and feel free to contact me or Ashley if you have any questions.
- Sgt. Denlinger's July Code Enforcement log has been included with this report. Please feel free to contact him or I with any questions or concerns.

MAP # 1



Map # 2





**Date**  
July 11, 2024

**Attention**  
Chief Gary Copeland

**Address**  
Village of Waynesville  
1400 Lytle Road  
Waynesville, Ohio 45068

**Subject**  
Franklin Road Water Main and Street Improvements, Phase 2  
WAR-WAY-2202

## Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Franklin Road Water Main and Street Improvements, Phase 2.

Through our evaluation of all bid documents submitted, Smithcorp Inc., of Cincinnati, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Smithcorp Inc.

If you should have any questions or concerns, please feel free to contact us.

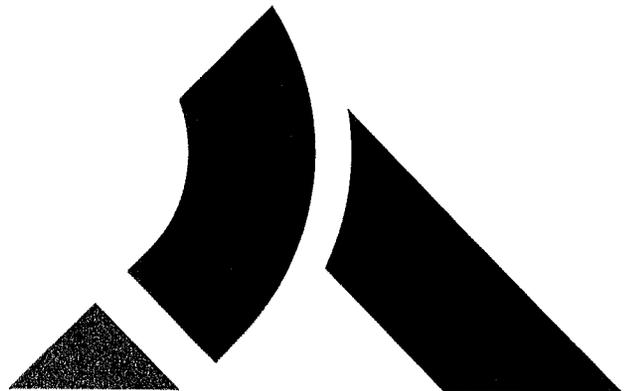
Sincerely,

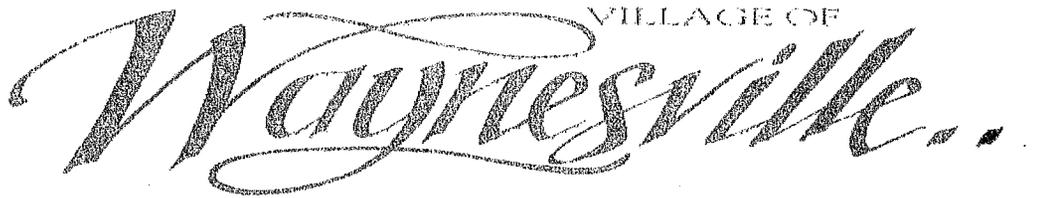
A handwritten signature in black ink, appearing to read "Jacob L. Berke".

Jacob L. Berke  
Project Manager

W. Central Ohio/E. Indiana  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

S. Ohio/N. Kentucky  
8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone





1400 Lytle Road • Waynesville, Oh 45068, • Phone 513-897-8015 • Fax 513-897-2015  
[www.villageofwaynesville.org](http://www.villageofwaynesville.org)

Date: July 25, 2024

RE: OPWC Grant Partnership

Wayne Township Trustees and Mr. Edwards,

I am respectfully asking for your participation in a Village OPWC grant. We are completing the application for new waterlines and repaving Fourth Street in the village. This much-needed project is estimated to cost \$1,372,300.00. The village will be providing 41% of the match, which is \$562,645.00. Your participation cost will be 5%, not exceeding a maximum of \$25,000.00. Your cooperation in this project will afford us additional points to help us qualify to receive the \$809,655.00 of the grant portion. We look forward to continuing the relationship with the township as we mutually aim to make our community a better place. Our shared commitment to community development is what makes this partnership so valuable. If you have any questions or concerns, please feel free to contact me. Thank you again for your consideration of this joint municipal cooperative agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chief G. L. Copeland". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Chief G. L. Copeland  
Village Manager

## Waynesville DORA Application

1. Map of DORA Area
  - Attachment: Waynesville DORA Street Boundary Map
  - Attachment: Waynesville DORA Street Boundary
2. 320 Contiguous Acres, population under 50,000
  - Waynesville is 2.39 Square Miles equaling 1593.6 Acres.
3. Statement that Population Requirement (under 50,000) in #2 is Met
  - Population of 2,669 according to 2020 census.
4. Statement of the nature and types of establishments withing DORA
  - Contains commercial and residential buildings.
5. Evidence that land use within DORA is in accordance with Township's Master Zoning Plan.
  - No more than 3 DORAs within the Township (currently zero, this would be the first)
  - At least 2 qualified DORA permit holders (Hammel House, Bentino's, Stone House will be the submitted DORA establishments)
6. Health and Safety Requirements
  - Health:
    - Trash cans exist every 75 feet throughout the proposed DORA boundary. Additionally, trash cans will be added as required for larger events.
    - The Waynesville Merchant's Association will ensure that Trash Cans are emptied and properly maintained. All trash cans will be marked with DORA signage.
    - A restroom is available at 73 S Main St. Additional rest rooms will be provided by The Hammel House Restaurant, Inn & Bar, Bentino's Pizza and The Stone House Tavern
  - Safety: All boundaries of the DORA will be clearly marked with proper signage. All DORA signs will contain safety information to contact local Police, Fire and First Responders in the event of an emergency.

From: Jona Powell buckeyecharm@gmail.com  
Subject: Fwd: DORA Application  
Date: Jul 18, 2024 at 11:02:30 AM  
To: DAVID NUSCHER ddnuscher@aol.com

Sent from my iPhone

Begin forwarded message:

**From:** [hammelhousebnb@gmail.com](mailto:hammelhousebnb@gmail.com)  
**Date:** July 15, 2024 at 10:24:53 AM EDT  
**To:** Kim Gaffey <[gaffeykim@yahoo.com](mailto:gaffeykim@yahoo.com)>, Jona Powell <[buckeyecharm@gmail.com](mailto:buckeyecharm@gmail.com)>, Sally Hite <[Sallya.hite@gmail.com](mailto:Sallya.hite@gmail.com)>, [ddnuscher@aol.com](mailto:ddnuscher@aol.com)  
**Subject:** DORA Application  
**Reply-To:** [hammelhousebnb@gmail.com](mailto:hammelhousebnb@gmail.com)

All,

Please see the attached documents for the DORA Application. This is what will need to provide to Chief in order to start the clock and allow him to make public notice.

Once he has the application he needs to do the following (within 45 days, but hopefully way faster):

1. Publish public notice of the application in one newspaper of general circulation in the Municipal Corporation or Township or as provided in O.R.C. § 7.16, Underneath this code, one of the options listed is:

(C) A notice or advertisement published under this section on an internet web site shall be published in its entirety in accordance with the section of the Revised Code or the administrative rule that requires the publication.

I believe he may be able to post it on the Village website and that should be sufficient as a public notice, but I am not 100% on that.

2. Ensure the notice states the application is on file in the office of the clerk of the municipal corporation or township and is available for inspection by the public during regular business hours

3. Indicate in the notice the date and time of any public hearing it will hold regarding the application.

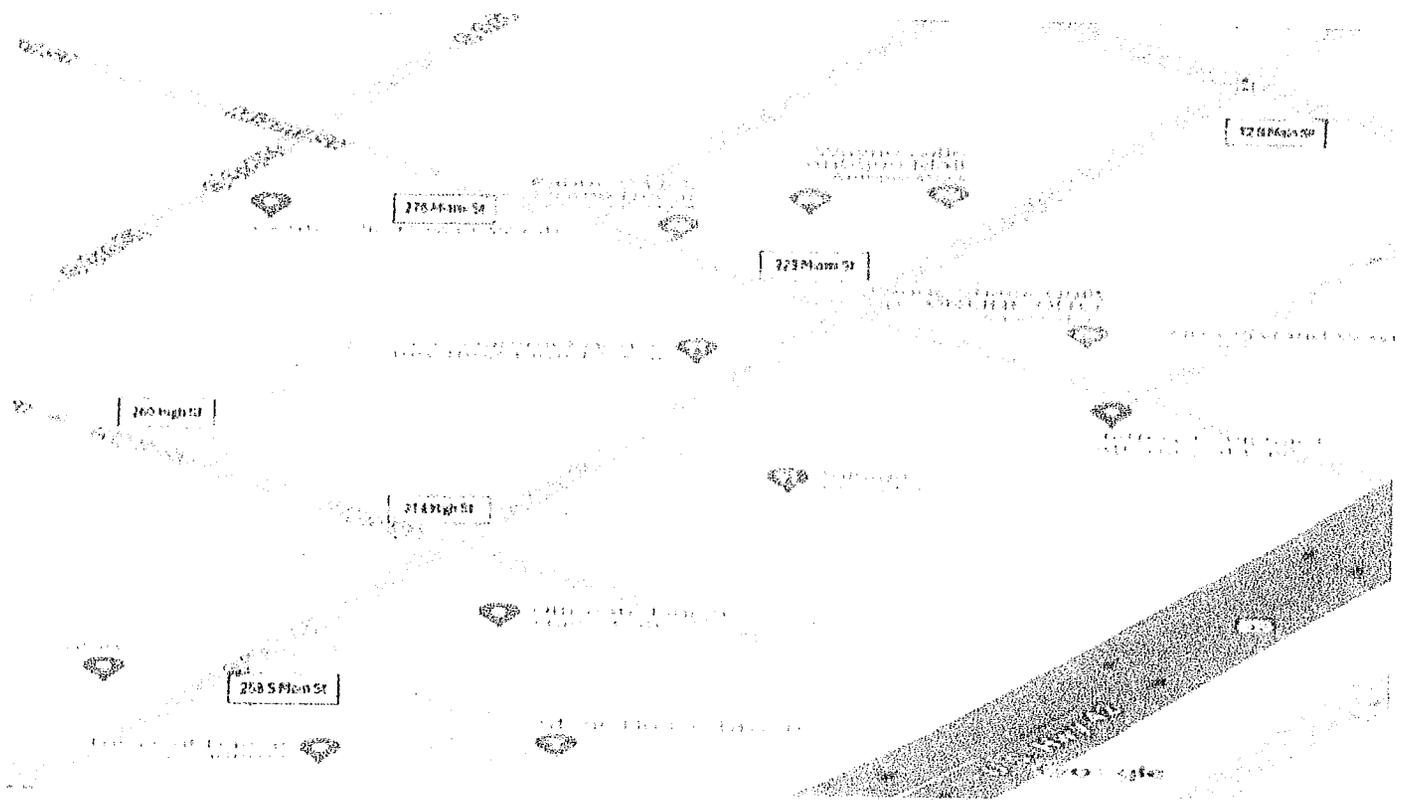
This is what we need to get things rolling. Once he has the notice published, that will start the clock of 30 days in which the Village Council would have to vote to approve/disapprove.

Please let me know if anyone has any questions.

Thank you,  
Robby



**Waynesville DORA**  
**Application.docx**  
16 KB



County: Warren - Village of Waynesville - Downtown Waynesville - 07/08/02024

Street Name	Range	Even/Odd
S Main St	12-258	Even and Odd
High St	214-260	Even and Odd
Miami St	228-276	Even and Odd

## Section 4301.82 | Designated outdoor refreshment areas.

Ohio Revised Code / Title 43 Liquor / Chapter 4301 Liquor Control Law

*Effective: March 23, 2022 Latest Legislation: Senate Bill 102 - 134th General Assembly*

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(A) As used in this section:

(1) "Qualified permit holder" means the holder of an A-1, A-1-A, A-1c, A-2, A-2f, or D class permit issued under Chapter 4303. of the Revised Code.

(2) "D class permit" does not include a D-6 or D-8 permit.

(B) The executive officer of a municipal corporation or the fiscal officer of a township may file an application with the legislative authority of the municipal corporation or township to have property within the municipal corporation or township designated as an outdoor refreshment area or to expand an existing outdoor refreshment area to include additional property within the municipal corporation or township. The executive officer or fiscal officer shall ensure that the application contains all of the following:

(1) A map or survey of the proposed outdoor refreshment area in sufficient detail to identify the boundaries of the area, which shall not exceed either of the following, as applicable:

(a) Six hundred forty contiguous acres if the municipal corporation or township has a population of more than fifty thousand as specified in division (D) of this section;

(b) Three hundred twenty contiguous acres if the municipal corporation or township has a population of fifty thousand or less as specified in division (D) of this section.

(2) A general statement of the nature and types of establishments that will be located within the proposed outdoor refreshment area;

(3) A statement that the proposed outdoor refreshment area complies with division (D) of this section;

(4) Evidence that the uses of land within the proposed outdoor refreshment area are in accord with the master zoning plan or map of the municipal corporation or township;

(5) Proposed requirements for the purpose of ensuring public health and safety within the proposed outdoor refreshment area.

(C) Within forty-five days after the date the application is filed with the legislative authority of a municipal corporation or township, the legislative authority shall publish public notice of the application in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. The legislative authority shall ensure that the notice states that the application is on file in the office of the clerk of the municipal corporation or township and is available for inspection by the public during regular business hours. The legislative authority also shall indicate in the notice the date and time of any public hearing to be held regarding the application by the legislative authority.

Not earlier than thirty but not later than sixty days after the initial publication of notice, the legislative authority shall approve or disapprove the application by either ordinance or resolution, as applicable. Approval of an application requires

an affirmative vote of a majority of the legislative authority. Upon approval of the application by the legislative authority, the territory described in the application constitutes an outdoor refreshment area. The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the approval of the application and a description of the area specified in the application. If the legislative authority disapproves the application, the executive officer of a municipal corporation or fiscal officer of a township may make changes in the application to secure its approval by the legislative authority.

(D) The creation of outdoor refreshment areas is limited as follows:

- (1) A municipal corporation or township with a population of more than fifty thousand shall not create more than six outdoor refreshment areas. Any such outdoor refreshment area shall include at least four qualified permit holders.
- (2) A municipal corporation or township with a population of fifty thousand or less shall not create more than three outdoor refreshment areas. Any such outdoor refreshment area shall include at least two qualified permit holders.

For purposes of this section, the population of a municipal corporation or township is deemed to be the population shown by the most recent regular federal decennial census.

(E) As soon as possible after receiving notice that an outdoor refreshment area has been approved, the division of liquor control, for purposes of section 4301.62 of the Revised Code, shall issue an outdoor refreshment area designation to each qualified permit holder located within the refreshment area that is in compliance with all applicable requirements under Chapters 4301. and 4303. of the Revised Code. The division shall not charge any fee for the issuance of the designation.

Any permit holder that receives such a designation shall comply with all laws, rules, and regulations that govern its license type, and the applicable public health and safety requirements established for the area under division (F) of this section.

(F)(1) At the time of the creation of an outdoor refreshment area, the legislative authority of a municipal corporation or township in which such an area is located shall adopt an ordinance or resolution, as applicable, that establishes requirements the legislative authority determines necessary to ensure public health and safety within the area. The legislative authority shall include in the ordinance or resolution all of the following:

- (a) The specific boundaries of the area, including street addresses;
- (b) The number, spacing, and type of signage designating the area;
- (c) The hours of operation for the area;
- (d) The number of personnel needed to ensure public safety in the area;
- (e) A sanitation plan that will help maintain the appearance and public health of the area;
- (f) The number of personnel needed to execute the sanitation plan;

(g) A requirement that beer and intoxicating liquor be served solely in plastic bottles or other non-glass containers in the area.

The legislative authority may, but is not required to, include in the ordinance or resolution any public health and safety requirements proposed in an application under division (B) of this section to designate or expand the outdoor refreshment

area. The legislative authority may subsequently modify the public health and safety requirements as determined necessary by the legislative authority.

(2) Prior to adopting an ordinance or resolution under this division, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code.

(3) The legislative authority shall provide to the division of liquor control and the investigative unit of the department of public safety notice of the public health and safety requirements established or modified under this division.

(G) If an outdoor refreshment area has been created in accordance with this section, the holder of an F class permit that sponsors an event located in the outdoor refreshment area may apply to the division for issuance of an outdoor refreshment area designation. The division shall issue such a designation if the division determines that the permit holder is in compliance with all applicable requirements established under this chapter and Chapter 4303. of the Revised Code. An F class permit holder that receives a designation under this division shall do both of the following:

(1) Comply with all laws, rules, and regulations that govern its type of permit, and the applicable public health and safety requirements established for the outdoor refreshment area under division (F) of this section;

(2) Not block ingress or egress to the outdoor refreshment area or any other liquor permit premises located within the area.

(H) Section 4399.18 of the Revised Code applies to a liquor permit holder located within an outdoor refreshment area in the same manner as if the liquor permit holder were not located in an outdoor refreshment area.

(D)(1) Five years after the date of creation of an outdoor refreshment area, the legislative authority of the municipal corporation or township that created the area under this section shall review the operation of the area and shall, by ordinance or resolution, either approve the continued operation of the area or dissolve the area. Prior to adopting the ordinance or resolution, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code.

If the legislative authority dissolves the outdoor refreshment area, the outdoor refreshment area ceases to exist. The legislative authority then shall provide notice of its action to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders within the dissolved area. If the legislative authority approves the continued operation of the outdoor refreshment area, the area continues in operation.

(2) Five years after the approval of the continued operation of an outdoor refreshment area under division (D)(1) of this section, the legislative authority shall conduct a review in the same manner as provided in division (D)(1) of this section. The legislative authority also shall conduct such a review five years after any subsequent approval of continued operation under division (D)(2) of this section.

(D) At any time, the legislative authority of a municipal corporation or township in which an outdoor refreshment area is located may, by ordinance or resolution, dissolve all or a part of the outdoor refreshment area. Prior to adopting the resolution or ordinance, the legislative authority shall give notice of its proposed action by publication in one newspaper of general circulation in the municipal corporation or township or as provided in section 7.16 of the Revised Code. If the legislative authority dissolves all or part of an outdoor refreshment area, the area designated in the ordinance or resolution no longer constitutes an outdoor refreshment area. The legislative authority shall provide notice of its actions

to the division of liquor control and the investigative unit of the department of public safety. Upon receipt of the notice, the division shall revoke all outdoor refreshment area designations issued to qualified permit holders or the holder of an F class permit within the dissolved area or portion of the area.

*Last updated January 13, 2022 at 12:10 PM*

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### Available Versions of this Section

- April 30, 2015 – House Bill 47 - 131st General Assembly
- September 28, 2016 – House Bill 342 - 131st General Assembly
- March 22, 2019 – Amended by House Bill 522 - 132nd General Assembly
- October 13, 2020 – Amended by House Bill 160 - 133rd General Assembly
- September 30, 2021 – Amended by House Bill 110 - 134th General Assembly
- March 23, 2022 – Amended by Senate Bill 102 - 134th General Assembly

# DORA

## Designated Outdoor Refreshment Area

**DRAFT**  
*City of Lebanon*

### *What are the boundaries of the DORA?*

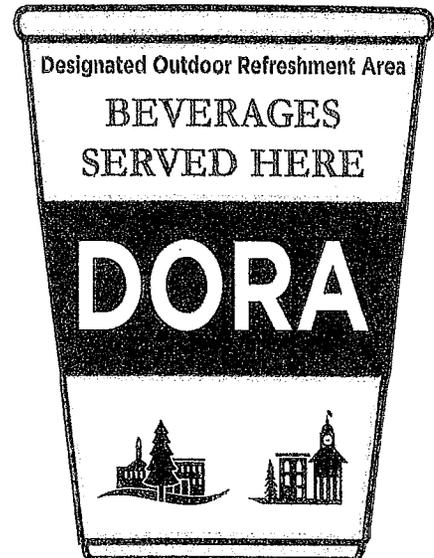
The boundary of the DORA encompasses a large portion of the Central Business District. A map outlining the exact boundary can be found on the City website. The City has posted distinct signage around the perimeter of the DORA to notify patrons of the boundary:

You cannot take a DORA beverage beyond the boundary.

### *Where can I purchase a DORA beverage?*

The following establishments have the liquor permit necessary to serve DORA beverages at this time:

American Legion Post #186	620 N. Broadway
Arrow Adventure	44 E. Mulberry St
The Broadway Barrel House	402 N. Broadway
Catch-a-Fire Pizza	511 N. Broadway
Doc's Place	2 W. Mulberry St
Elk's Lodge #422	29 E. Mulberry St.
Greenhouse Cafe	105 E. Mulberry St.
The Golden Lamb	27 S. Broadway
King's Bar & Grill	126 W. Mulberry St.
The Lebanon Brewing Co.	20 W. Silver St.
Mae Ploy's Thai	11 S. Broadway
VFW Post 6069	15 W. Silver St.
Villagio's Italian Eatery	48 E. Mulberry St.
The Wood Shed	107 E. Mulberry St.



You may only purchase a DORA beverage at a qualifying business. To leave the establishment with a DORA beverage, you must pour it into the designated DORA cup available from the participating establishment.

### *When will the DORA be in effect?*

The DORA hours are:

Monday-Thursday	6 pm to midnight
Friday	5 pm to midnight
Saturday-Sunday	Noon to midnight

The hours of operation remain consistent throughout the year. However, the City may temporarily suspend the DORA for certain special events held in Downtown Lebanon.

*Can I bring my own alcoholic beverage, pour it into a DORA cup, and walk around in the DORA?*

No, only drinks purchased from qualified within the DORA are allowed. No cans, bottles, or outside drinks are permitted within the DORA boundary.

*What types of alcoholic beverages can I have in my DORA cup?*

Beer, wine, and liquor are allowable beverages to be consumed in designated DORA cups. Drinks must be purchased from participating businesses.

*Can I walk anywhere with my DORA cup?*

Patrons can enjoy their beverage in public gathering spaces. Some non-alcohol serving businesses located within the DORA boundary may choose to allow DORA patrons to enter their establishment. Individual Downtown businesses may have separate DORA policies.

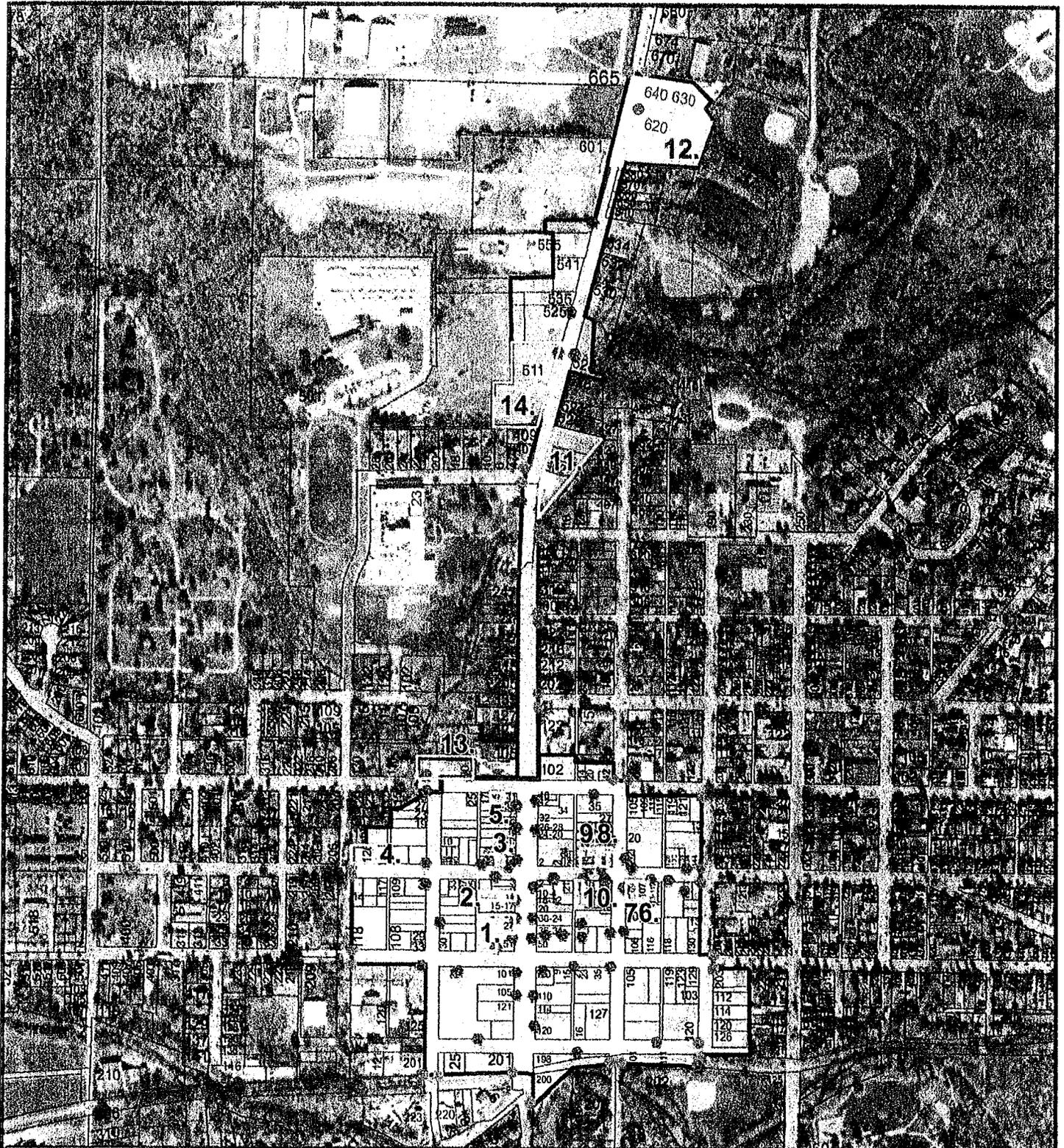
*Can I take my DORA cup back inside the establishment in which it was purchased?*

No. Once a DORA cup has left a business, it must be consumed before you re-enter the business in which it was purchased or any other business that serves alcoholic beverages.

*How do I know what business I can go into with my DORA drink?*

1. Businesses serving DORA beverages will have a special decal displayed in their store front.
2. Businesses that do not serve DORA beverages but welcome patrons who are enjoying their beverages will have a special sticker displayed in their storefront.
3. Businesses that are not participating in the DORA and do not allow DORA beverages will have a special sticker displayed in their storefront.





**EXHIBIT A**

**Downtown Lebanon DORA**



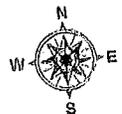
- |                            |                               |
|----------------------------|-------------------------------|
| 1. Golden Lamb             | 8. Villaggio's Italian Eatery |
| 2. Mae Ploy's Thai         | 9. Arrow Adventure            |
| 3. Doc's Place             | 10. Elks Lodge 422            |
| 4. King's Bar & Grill      | 11. Broadway Barrel House     |
| 5. VFW Post 6069           | 12. American Legion Post #186 |
| 6. The Woodshed Smokehouse | 13. Lebanon Brewing Co.       |
| 7. Greenhouse Café         | 14. Catch-a-Fire Pizza        |

 Expansion boundary - 14.4 Acres

 Original boundary - 46.1 Acres

 DORA Signs (31)

 Trash Receptacles (62)



1" = 600'

**For Immediate Release**

**Contact:** Miranda Delgado  
**Title:** Marketing Intern  
**Office:** (937) 762-1067  
**Cell:** (423) 355-4994  
[mediarelations@ketteringhealth.org](mailto:mediarelations@ketteringhealth.org)

**Kettering Health Sponsors Waynesville Police Department AEDs**

**WASHINGTON TOWNSHIP**, Ohio, May 23, 2024— In a boost to public safety, Kettering Health has sponsored the purchase of four Automated External Defibrillators (AEDs) for the Waynesville Police Department. This is a crucial upgrade given that the department's previous AEDs had reached the end of their lifespan and budget appropriations did not allow for replacements immediately.

Village Manager and Director of Public Safety Gary Copeland expressed his gratitude, emphasizing the critical impact of this sponsorship. "These AEDs are not just gifts but crucial tools that will significantly enhance our ability to achieve our mission," Chief Copeland stated.

"Kettering Health looks to sponsor organizations that share our mission, what better way to improve the health of the communities we serve than to make sure Waynesville Police Department has the life-saving equipment they need. We know AEDs absolutely make a difference when seconds count in health emergencies," said Erica Schneider, President of Kettering Health Miamisburg and Kettering Health Washington Township.

The new AEDs came with other life-saving equipment, like tourniquets, so officers can respond swiftly to emergencies. "This will allow us to potentially save someone's life, a profound impact that we are truly grateful for," said Chief Copeland.

Attached to this email are pictures showcasing the new AEDs at the Waynesville Police Department.

###

*As a faith-based, nonprofit health system, Kettering Health strives to improve the lives of people in our communities through healthcare and education. Kettering Health is made up of 14 medical centers and more than 120 outpatient locations throughout western Ohio, as well as Kettering Health Medical Group—with more than 700 board-certified providers dedicated to elevating the health, healing, and hope of the community. Kettering College, a division of Kettering Health Main Campus, is a fully accredited college that specializes in health science education. For more, visit [ketteringhealth.org](http://ketteringhealth.org).*

Commented [DM1]: this potential quote can probably be taken out. It kind of feels repetitive, but it makes a point about the officers being better prepared. @Reedy, Christine any thoughts?

Commented [RC2R1]: it could be a placeholder -- maybe we'll hear from someone else at the station about the AEDs? We'll need to hold some space for something from Erica Schneider as well.

Commented [RC3R1]: Also, this draft looks good! I like the revisions you made.

Commented [DM4R1]: Thank you! @Reedy, Christine I will just leave that then and put a spot for a potential quote from Erica.

Commented [DM5]: this potential quote can probably be taken out. It kind of feels repetitive, but it makes a point about the officers being better prepared. @Reedy, Christine any thoughts?

Commented [RC6R5]: it could be a placeholder -- maybe we'll hear from someone else at the station about the AEDs? We'll need to hold some space for something from Erica Schneider as well.

Commented [RC7R5]: Also, this draft looks good! I like the revisions you made.

Commented [DM8R5]: Thank you! @Reedy, Christine I will just leave that then and put a spot for a potential quote from Erica.



**WARREN COUNTY  
VETERANS APPRECIATION  
PICNIC**

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Join us August 3<sup>rd</sup> 12-4 at the Warren County  
Fairgrounds. Open to all Warren County Veterans  
and their families.

Food and entertainment provided.

# CALLS FOR SERVICE

From Date: 07/01/2024 12:00:00am

To Date: 07/31/2024 11:59:59pm

Type Description	Count
911 Hangup / Silent	14
Alarm	8
Animal Complaint	2
Attempt to Locate	1
Burglary	1
Business Check	92
Citizen Assist	10
Criminal Warrant	2
Disorderly Conduct/Intox. Subject	1
Dispute - Neighbor/Tenant	1
Domestic Violence	1
Escort	7
Extra Patrol	168
Fire - Electric Hazard	1
Fire - Fire Alarm	2
Fire - Service Call	2
Follow Up Investigation	4
Harassment/Stalking/Threats	2
Intoxicated Driver	2
Juvenile	2
Lock Out	3
Medical	36
Mental Disorder	2
Noise Complaint	2
Notification Only	2
Open Door/Window	3
Phone Call	13
Recovered Property	1
Repo	1
Road Closure	1
Road Hazard/Disabled Vehicle	3
Suspicious Cir/Per/Veh - Past	1
Suspicious Person	3
Suspicious Vehicle	5
Theft	1
Traffic Crash	5
Traffic Offense	2
Traffic Stop	121
Utility Problem	6
Well Being Check	3
<b>TOTAL</b>	<b>537</b>

## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for July 2024

Page : 1  
Report Date : 08/01/2024  
Report Time : 08:51:33

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$1,035.00	\$4,266.00	\$5,490.00
LOCAL COSTS	\$4,275.00	\$18,302.40	\$23,380.00
Additional Costs	\$58.00	\$97.00	\$175.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$10,475.00	\$51,939.61	\$56,862.14
Fees			
Fees	\$0.00	\$1,044.34	\$735.95
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-273.68
Bond Forfeits			
Bond Forfeits	\$0.00	\$750.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$15,843.00</b>	<b>\$76,399.35</b>	<b>\$86,369.41</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$1,017.00	\$4,239.00	\$5,417.00
DRUG LAW ENFORCEMENT FUND	\$395.50	\$1,599.50	\$2,072.00
INDIGENT DEFENSE SUPPORT FUND	\$2,825.00	\$11,925.00	\$15,105.00
Fees			
Fees	\$0.00	\$30.00	\$60.00
<b>Total to State:</b>	<b>\$4,237.50</b>	<b>\$17,793.50</b>	<b>\$22,654.00</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$169.50	\$685.50	\$888.00
Restitution			
Restitution	\$0.00	\$0.00	\$597.27
<b>Total to Other:</b>	<b>\$169.50</b>	<b>\$685.50</b>	<b>\$1,485.27</b>
<b>TOTAL REVENUE *</b>	<b>\$20,250.00</b>	<b>\$94,878.35</b>	<b>\$110,508.68</b>
*Includes credit card receipts of	\$4,580.00	\$26,926.00	\$29,914.11

END OF REPORT

Code Enforcement

Date	Address	Violation (ORD)	Deadline	1st Notice	2nd Notice	Citation	Resolved
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021			
		Needs condemned.					
6/21/2021	103 N Third St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting soffit, Brush, Roofs and Drainage		6/21/2021			
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Exterior of Premises, Roofs and Drainage, Stairways, Decks, Porches and Balconies, Handrails and guards, Window and Door Frames, Accumulation of Rubbish or Garbage, Disposal of Rubbish or Garbage	10/5/2021	8/30/2021	9/2/2021	10/18/2021	
		Pre-trial scheduled for 3rd time on 02/16/2022					
		Plea and Sentencing scheduled for 04/21/2022					
		Plea and Sentencing rescheduled for 5/19/2022					
		Appears repairs have been started 05/02/2022					
10/4/2021	127 North St	Roofs and Drainage, Weeds, Exterior of Premises, Overhang Extensions		10/5/2021			
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021			
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		2/4/2022	10/24/2022		
		Front painted					
3/21/2022	262 Edwards Dr	Junk Motor Vehicles, Outdoor Storage, Accumulation of Junk		3/22/2022			
3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of Rubbish or Garbage		3/22/2022			
3/28/2022	120 N Main St	Accumulation of Rubbish or Garbage, Brush		3/29/2022			
4/4/2022	47 N Third St	Overhang extensions, Exterior of Premises		4/11/2022			
4/4/2022	39 W Ellis Dr	Boat parked in grass		4/11/2022			
4/4/2022	15 S Third St	Exterior of Premises		4/11/2022			
		Working on getting estimates for repairs 05/01/2022					
4/4/2022	168 High St	Outdoor Storage		4/11/2022			
4/4/2022	272 North St	Exterior of Premises, Exterior Walls, Roofs and Drainage, Window and Door Frames, Accumulation of Rubbish or Garbage, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Weeds		4/11/2022			
		Accessory Structures		6/13/2022			
6/6/2022	55 N US Rt 42	Siding		6/13/2022			
6/6/2022	83 N Third St	Cut down tree needs removed		7/19/2022			
6/27/2022	825 Franklin Rd	Parking in Grass, Junk Motor Vehicle, Front Steps, Soffit Gutters		7/19/2022			
7/18/2022	552 North St	Soffit Gutters					
9/19/2022	102 N Main St	Soffit		9/20/2022			
9/26/2022	274 S Main St	Window Frames, Trees over neighbor's property, Outdoor Storage, High Weeds		9/27/2022			
9/26/2022	207 N Main St	Siding		9/27/2022			
9/26/2022	207 S Third St	Trees over street, Weeds		9/27/2022			
9/26/2022	273 S Main St	Dead Tree		9/27/2022			
		Letter returned, spoke with property owner and will have		10/17/2022			





**ORDINANCE NO. 2024-023**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville is planning to make capital improvements for the Fourth Street Water Main Replacement and Resurfacing Project; and

WHEREAS, the Village of Waynesville and Wayne Township desire to enter into a cooperative agreement to submit an application to the Ohio Public Works Commission related to the allocation of the local share of the total project cost and other related matters.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, \_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a cooperative agreement with Wayne Township related to the Fourth Street Water Main Replacement and Resurfacing Project substantially in the form of the agreement attached hereto as Exhibit A.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety, health, and general welfare, and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to enter into the cooperative agreement at the earliest possible date.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2024-023**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY**

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Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2024-025**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SMITHCORP, INC. IN AN AMOUNT NOT TO EXCEED \$1,178,740 FOR THE FRANKLIN ROAD WATER MAIN AND STREET IMPROVEMENTS PROJECT, PHASE II AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has sought bids for the Franklin Road Water Main and Street Improvements Project, Phase II; and

WHEREAS, the Village Engineer has determined SmithCorp, Inc. to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a contract with SmithCorp, Inc for the Franklin Road Water Main and Street Improvements Project, Phase II, and to execute all necessary and related documents, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$1,178,740 for said work in accordance with the contract terms.

Section 3. That this ordinance is hereby, declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for set declaration of emergency is the need to authorize the contract prior to the expiration of the bids.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2024-024**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY**

WHEREAS, the Village has previously applied for a grant related to the Fourth Street Water Main Replacement and Resurfacing Project; and

WHEREAS, in the event that the grant is approved, the Village will require certain professional services related to the Project; and

WHEREAS, Choice One Engineering has submitted a proposal for such professional services.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for professional services related to the Fourth Street Water Main Replacement and Resurfacing Project in accordance with the proposal attached hereto as Exhibit A.

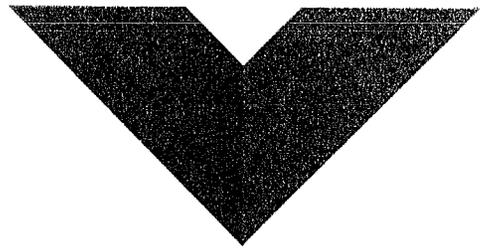
Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$75,800 for said professional services as more fully detailed in the proposal attached hereto as Exhibit A.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to authorize the professional services at the earliest date.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



**Date**  
June 5, 2024

**Attention**  
Chief Gary Copeland  
gcopeland@waynesville-ohio.org

**Address**  
Village of Waynesville  
1400 Lytle Road  
Waynesville, OH 45068

**Subject**  
Agreement for Professional Services  
Fourth Street Water Main Replacement and Resurfacing  
WAR-WAY-2301

## Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Fourth Street Water Main Replacement and Resurfacing.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of six pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

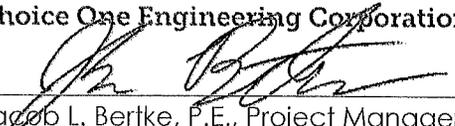
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

### Village of Waynesville

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

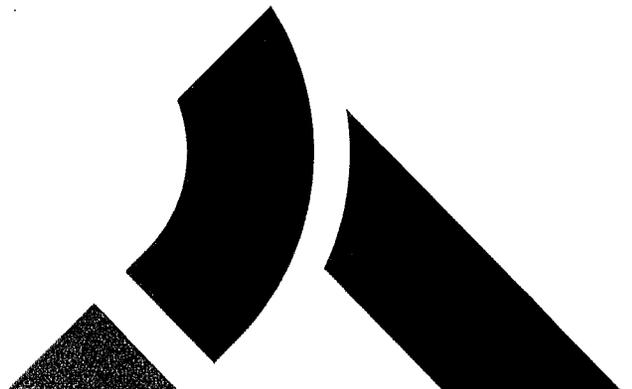
### Choice One Engineering Corporation

  
\_\_\_\_\_  
Jacob L. Bertke, P.E., Project Manager

6/5/2024  
\_\_\_\_\_  
Date

**W. Central Ohio/E. Indiana**  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

**S. Ohio/N. Kentucky**  
8956 Glendale Milford Rd., Suite 1  
Loveland, OH 45140  
513.239.8554 Phone



# Scope of Services

## Project Snapshot

Choice One intends to provide professional engineering services for water main replacement and street resurfacing along Fourth Street in the Village of Waynesville, Ohio.

## Project Details

- The project will consist of water main replacement, street resurfacing and misc. street repairs along 4<sup>th</sup> Street, between High Street and Franklin Road.
- The total project length is approximately 2,200'.
- Approximately 2,200' of 4" water main will be replaced with 8" water main along the project route and for side-street tie-ins.
  - New pressure reducing valve (PRV) pits will be designed to replace existing PRV pits on the north side of Fourth Street, at the intersections of North Street and Chapman Street.
    - PRV pits will be designed out of pavement if possible.
    - New PRV pits already existing at High St., Miami St., and Franklin Rd.
  - Tie-ins will be made to stubs from recent projects at High Street and Franklin Road.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- New fire hydrants will be supplied along the project route to meet current spacing requirements.
- No storm sewer improvements are anticipated but will be added if requested by the Village based on existing conditions.
- Streets will be milled and overlaid throughout the project area.
- Curb ramps along the project route will be replaced to meet ADA compliance.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal per OAC 3745-91-02(D).
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- Warren County has shown interest in lining sanitary sewers along the project route. Choice One will coordinate with Warren County to include specs and plans for lining the sanitary sewers, as required.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer or fall of 2024 to partially fund the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.
- See attached project area exhibit.
- The estimated construction cost is approximately \$1.3 million.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to

show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.

- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

## **2. Preliminary Construction Plans**

- a. Create base plan and profile sheets from completed survey basemap, including all confirmed existing utility locations.
- b. Design 30% plans, including proposed water main alignment, as well as preliminary PRV pit, valve, and hydrant locations.
- c. Provide plan sheets with preliminary water main design to Client.

## **3. Construction Plans**

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. General Notes and Details
  - iii. Quantity Summary
  - iv. Plan and Profiles (scale 1" = 20' horizontal, 1" = 5' vertical)
  - v. Pressure Reducing Valve Pit Details
  - vi. Sanitary Sewer Lining Plans and Specifications
  - vii. Maintenance of Traffic Notes
  - viii. Street Resurfacing and Striping Plan
  - ix. Intersection and Curb Ramp Details
- b. Send plans to Client and Warren County at 50% and 90% plan stages for review. Meet with the Client and/or walk the project with the Client at the design stages, as requested.
- c. Prepare final Engineer's Estimate.

## **4. Construction Bidding Procedures**

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

## **5. Record Drawings**

- a. Prepare Record Drawings to include:
  - i. Changes in utility alignments and profiles.
  - ii. Top, invert, and other critical elevations of PRV pits.
  - iii. Top and invert elevations of manholes and catch basins, as applicable.
  - iv. Recorded changes by the Village and/or contractor.
- b. Provide full and half size hard copies of Record Drawings as requested by the Client.

## **6. Construction Administration Services**

- a. Part time field construction observation including:
  - i. Maintain orderly files for correspondence, daily reports, and work change directives.
  - ii. Negotiate all design changes in the field with the Contractor and Village.
  - iii. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
  - iv. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Process Necessary Change Orders.
- f. Review Site/Civil Shop Drawings.
- g. All Construction Observation and Administration will be billed hourly, per the attached Hourly Rate Schedule.

## **Additional Services**

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Storm Sewer Design
2. Traffic Signal Design
3. Traffic Impact Studies
4. Traffic Data Collection
5. Detailed Maintenance of Traffic Plans

## **Client Responsibilities**

- Payment of all development and other agency-related fees.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

### Lump Sum Fee Schedule

Topographic Survey	\$9,900.00
Preliminary Construction Plans	\$4,600.00
Final Construction Plans	\$55,300.00
Construction Bidding Procedures	\$4,000.00
Record Drawings	\$2,000.00
<b>Total</b>	<b>\$75,800.00</b>
<i>Construction Administration Services</i>	<i>Hourly (\$22,000 budget)</i>

## Schedule

Choice One will complete preliminary construction plans within 75 days after receipt of an executed Agreement. Preliminary plans will be completed in time for the OPWC Submittal in September of 2024.

Construction plans will be completed by the dates established in the OPWC grant application, should the grant be awarded.

# 2024 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$160
Professional Surveyor	\$155
Landscape Architect	\$125
Designer	\$110
Field Surveyor	\$120
Administrative	\$80
Resident Project Representative	\$95

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

# WAR-WAY-2301 - Fourth Street Water Main

- 2200 feet water main replacement and resurfacing
- New PRV pits at Chapman and North.

## Legend

WAR-WAY-2301



**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

**Construction Observation, if Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

**Defects in Service** The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Reuse of Documents** All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**ORDINANCE NO. 2024-025**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SMITHCORP, INC. IN AN AMOUNT NOT TO EXCEED \$1,178,740 FOR THE FRANKLIN ROAD WATER MAIN AND STREET IMPROVEMENTS PROJECT, PHASE II AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has sought bids for the Franklin Road Water Main and Street Improvements Project, Phase II; and

WHEREAS, the Village Engineer has determined SmithCorp, Inc. to be the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

Section 1. That the Village Manager is hereby authorized to enter into a contract with SmithCorp, Inc for the Franklin Road Water Main and Street Improvements Project, Phase II, and to execute all necessary and related documents, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$1,178,740 for said work in accordance with the contract terms.

Section 3. That this ordinance is hereby, declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for set declaration of emergency is the need to authorize the contract prior to the expiration of the bids.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

## NOTICE OF AWARD

---

Owner: Village of Waynesville  
Project: Franklin Road Water Main and Street Improvements, Phase 2  
Bidder: Smithcorp Inc.  
Bidder's Address: 130 Novner Drive, Cincinnati, Ohio 45215

### TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/3/2024 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Replacing water main and storm sewer, resurfacing streets, and replacing curb ramps along Franklin Road, between Dayton Road and Fourth Street, in the Village of Waynesville. Including addendum 1.

The Contract Price of the awarded Contract is: \$1,178,740.00

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

---

Owner: Village of Waynesville  
  
Authorized Signature  
By: Chief Gary Copeland  
Title: Village Manager  
Date of Issuance: \_\_\_\_\_