



## COUNCIL AGENDA

**Monday, September 16, 2024 – 6:00 pm**  
**Waynesville Municipal Building, 1400 Lytle Road**

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Public Hearing for proposed DORA District
- V. Disposition of Minutes of Previous Meetings  
Council, September 3, 2024 at 7:00 p.m.
- VI. 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)
- VII. Old Business
  - Planning Commission applicants
- VIII. 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
- IX. New Business:

**Legislation:**

**Reading of Ordinances and Resolutions:**

**First Reading of Ordinances and Resolutions:**

**ORDINANCE 2024 - 031**

CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA AND ESTABLISHING REQUIREMENTS TO ENSURE PUBLIC HEALTH AND SAFETY WITHIN SUCH AREA

**ORDINANCE NO. 2024-032**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE WELL 10 WATER LINE EXTENSION PROJECT AS AN EMERGENCY

**ORDINANCE NO. 2024-033**

AN ORDINANCE AUTHORIZING THE WAIVER OF THE WATER METER CONNECTION FEE RELATED TO THE WAYNESVILLE COMMUNITY CHURCH

**RESOLUTION 2023-034**

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY

**Second Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2024-029**

ADOPTING VARIOUS SECTIONS OF THE ZONING CODE FOR THE VILLAGE OF WAYNESVILLE REGARDING SOLAR ENERGY SYSTEMS

**Tabled:**

X. Executive Session

XI. Adjournment

*Next Regular Council Meeting:*

**October 7, 2024 at 7:00 pm**

*Upcoming Meetings and Events:*

MOMS, September 16, 2024 @ 5:00 p.m.

Public Hearing of Council for DORA District, September 16, 2024 @ 6:00 p.m.

Public Works Committee, October 7, 2024 @ 6:00 p.m.

Public Hearing of Council on Solar Panel Code, October 7, 2024 @ 7:00 p.m.

Finance Meeting, October 21, 2024 @ 6:00 p.m.

Parks & Rec Meeting, October 21, 2024 @ 5:00 p.m.

**DRAFT**

**Village of Waynesville  
Council Meeting Minutes  
September 3, 2024 at 7:00 pm**

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

Absent: Mr. Chris Colvin

Village Staff Present: Chief 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 Tuesday, September 3, 2024.*

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Mayor Isaacs called the meeting to order at 7:02 p.m.

Roll Call – 6 present

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

Motion – Gallagher  
Second – Lauffer

Roll Call – 6 yeas

**Mayor Acknowledgements**

Mayor Isaacs said Franklin Road and Third Street are looking good. The Public Works projects are well in hand.

**Disposition of Previous Minutes**

Mrs. Miller motioned to approve the minutes of the August 19, 2024 meeting and Mr. Blankenship seconded the motion.

Motion – Miller  
Second – Blankenship

Roll Call – 6 yeas

.....  
.....

**Public Recognition/Visitor’s Comments**

Christopher Wade Pulsar of 771 Royston Drive approached Council and wanted to follow up on his confusion about what position he was applying for. He stated he appreciated their consideration. He said he just wanted to help and serve the Village as needed and thanked the Council for considering his application.

**Old Business**

Council decided to set the public hearing to consider the solar panel codes as presented from the Planning Commission for October 7, 2024, at 7:00 p.m. The regularly scheduled meeting will follow the hearing.

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**Reports**

**Finance**

The Finance Committee's next meeting will be October 21<sup>st</sup>.

**Public Works Report**

Public Works met this evening and discussed the many projects underway within the Village. The next meeting will be October 7 at 6 p.m.

**Special Committee Report**

MOMS will meet on September 16<sup>th</sup> at 5:00 p.m.

Parks and Rec will meet on October 21, 2024 at 5:00 p.m.

**Village Manager Report**

- Chief Copeland stated that Third Street has been paved and striped. The Village has received the final report from OPWC and will now need to submit it for reimbursement for the ODR grant. This project was done at no cost to the Village taxpayers.
- Parks and Recreation Bard is collaborating with Mary L Cook Library on the proposed park on Old Stage. The Charter allows the Village to provide water to parks at ½ the current rate. It



would need to be passed as an ordinance, and 6 out of 7 Council members must vote affirmatively for it to be passed. This has been done for Bicentennial Park.

- At the Public Works meeting, it was discussed possibly extending the water line on Bellbrook Road from Thomas Drive. This will need to be researched further.
- There was a service waterline break on Ferry Road, and it was repaired in-house.
- Provided quotes for replacing the pavers on Main Street with concrete as requested by the MOMS Committee.
- Mr. Hoffman is tearing trees down at the corner of Route 42 and Corwin Road. He plans to turn this into a parking lot. Chief Copeland stated he was working with Molly Conley from Warren County Soil and Water to ensure this was done correctly.
- Chief Copeland asked for the ordinance to replace catch basins to be amended to pass as an emergency to have them replaced before Sauerkraut.
- The Street Department received 100 tons of salt; the Village now has 200 tons for this winter.
- Collected quotes for iPads for Council to go paperless.

### **Police Report**

- The August dispatched calls for service and Month-End Mayor's Court will be included in the next Council report. The Code Enforcement report has been provided for review.
- Strategic Plan for the Sauerkraut Festival is in place. Sgt. Denlinger is meeting with the Sauerkraut Committee to go over sign placement.

Chief Copeland added that he has scheduled a preconstruction meeting with SmithCorp for Franklin Phase II and that the application for the OPWC Fourth Street grant has been submitted.

### **Financial Director Report**

- Warren County Budget Commission has reviewed the Village's 2025 budget and has issued an official certificate for the fiscal year 2025.
- Ms. Morley informed Council that there is an ordinance tonight to roll over 250K into another 2-year CD. The current rates are about 3.8% to 3.9% but change weekly. She will have the interest received on the CD that matured at the next meeting.

### **Law Report**

Mr. Gallagher stated that he asked Mr. Forbes to prepare an official statement for the Village concerning Mr. Anthony's recent appointment to the vacant Council position.

Mr. Gallagher motioned to authorize the release of the statement drafted by Mr. Forbes, and Mr. Lauffer seconded the motion.

Motion – Gallagher  
Second – Lauffer

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

### **New Business**

Mr. Gallagher moved to table the nomination to the Planning Commission until Council can consult with Mr. Forbes, and Mrs. Miller seconded the motion.

Motion – Gallagher  
Second – Miller

**Roll Call – 6 yeas**

Mr. Gallagher asked Council their thoughts on going paperless and being assigned iPads to receive Council reports. The majority of Council agreed this would be advantageous. There would be a few things to work out, but they were receptive to the idea and asked Chief Copeland to proceed with the purchase.

### **Legislation**

#### **First Reading of Ordinances and Resolutions**

##### **Ordinance No. 2024-029**

Adopting Various Sections of the Zoning Code for the Village of Waynesville Regarding Solar Energy Systems

Mr. Gallagher moved to have the first reading of Ordinance No. 2024-029, and Mr. Anthony seconded the motion.

Motion – Gallagher  
Second – Anthony

**Roll Call – 6 yeas**

Mr. Gallagher explained that the proposed codes came from numerous meetings of the Planning Commission.

##### **Ordinance 2024- 030**

An Ordinance Authorizing the Finance Director to Transfer Investment Funds (2 Year CD) And Declaring an Emergency (CD Rollover)

Mrs. Miller moved to waive the two-reading rule for Ordinance No. 2024-030, and Mr. Blankenship seconded the motion.

Motion – Miller  
Second – Blankenship

**Roll Call – 6 yeas**

Mrs. Miller moved to adopt Ordinance No. 2024-030 as an emergency, and Mr. Blankenship seconded the motion.

Motion – Miller  
Second – Blankenship

**Roll Call – 6 yeas**

**Second Reading of Ordinances and Resolution**

**Ordinance No. 2024-028**

Authorizing the Village Manager to Enter into a Contract with Fed Excavating, Inc. in an Amount not to Exceed \$17,000 for the Repair of Existing Catch Basins within the Village Stormwater System

Mr. Gallagher moved to amend Ordinance No. 2024-028 and add as an emergency, and Mr. Blankenship seconded the motion.

Motion – Gallagher  
Second – Blankenship

**Roll Call – 6 yeas**

Mr. Lauffer moved to adopt Ordinance No. 2024-028 as an emergency, and Mr. Gallagher seconded the motion.

Motion – Lauffer  
Second – Gallagher

**Roll Call – 6 yeas**

**Executive Session**

None

Chief Copeland and Mr. Lauffer asked to be excused from the meeting on September 16<sup>th</sup>.

All were in favor of adjourning at 7:34 p.m.

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

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

# Council Report

September 16, 2024

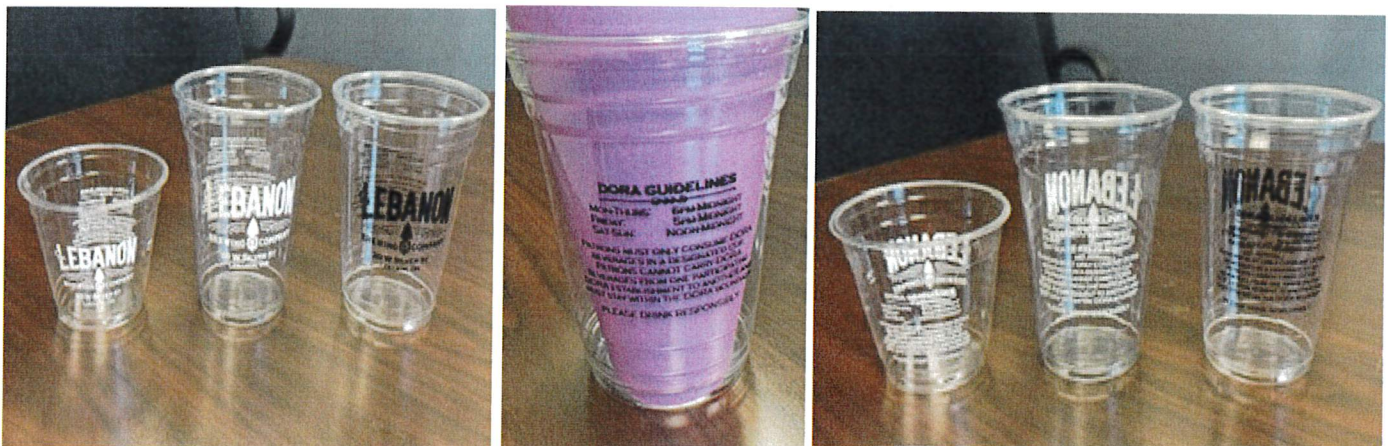
Chief Copeland

## Manager

- We have begun repairing five catch basins in the Village and plan to complete them by the end of the month.

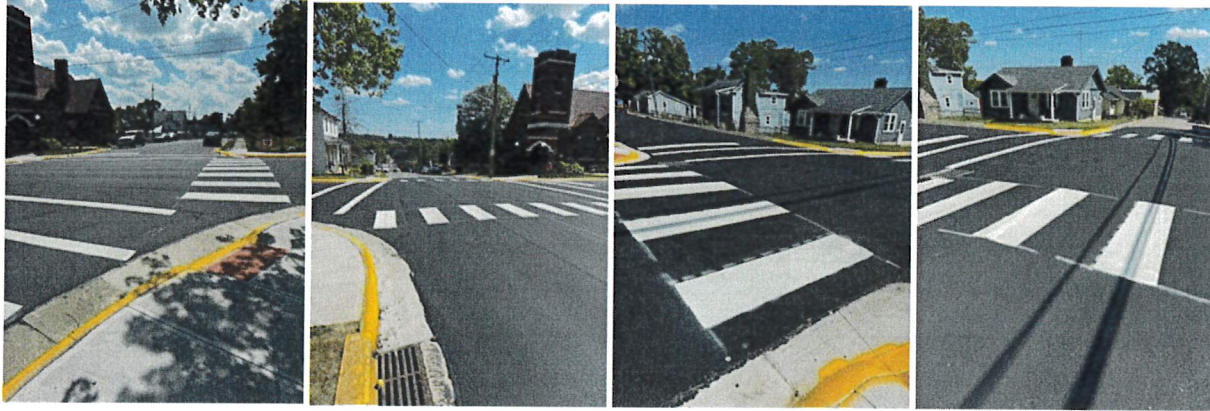


- The Designated Outdoor Refreshment Area (DORA) public hearing and Ord #24-031 first reading is scheduled for September 16<sup>th</sup>. At the Council's request, I contacted three municipalities that currently have DORAs in their cities and inquired about the impact, if any, on their jurisdiction. The towns include Springboro, Lebanon, and Mason. All three Police Chiefs have advised that they have had no issues with the DORA, and their calls for service have not changed. I have included their email responses for your review. In addition, I have been told that it has helped businesses. A map of the proposed DORA location is attached. I gave Sgt. Denlinger examples of cups (See below), which I received from Chief Mitchell to share with the Council. I recommend that all cups be orange with the business name and rules printed on them if approved. The ORC stated that the Council could cancel the DORA at any point if issues develop.





- SmithCorp has completed the Third Street waterline replacement and repaving project, and it has been striped. Residents have complimented the results. I have included photos of the completed marked street.



- The Water and Street Maintenance Departments repaired a service line water break at the 200 block of Miami St.

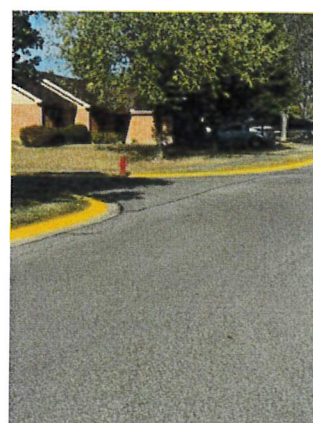


- The Environmental Protection Agency has inspected our Well #10 location and requested official engineer drawings for the project. I have prepared ordinance #24-032 as an emergency, which allows me to enter into an agreement with Choice One Engineering to draft the plans for Well #10 and the waterline extension for \$4,200.00.
- The Village Water Department did the annual lead and copper test of our water for the Environmental Protection Agency. This is a water tap test of 20 different residential locations that we serve. The lead came back at under <math>3.0</math> parts per billion, and no copper was detected. A copy of the excellent results has been included and filed with the EPA.
- Jamie and I are working on the 2025 appropriations, which include water replacement and repaving projects, a new traffic signal on SR42 @ North Street, and bulletproof vests and tasers for the police officers.



- The Maintenance Department painted the curbs listed below. They are working to have them all painted before the Sauerkraut Festival.

- Preston Drive
- Royston Drive
- Robindale Drive
- Anson Lane
- Fifth Street
- Sixth Street
- Joycie Lane
- Wayne Court
- Hickory Lane
- Rhondavu Court
- Brentwood Court
- Old Stage Road



## Police

- The August dispatched calls for service have been provided for your review. Feel free to contact me if you have any questions or concerns.
- The August Mayor's Court report has been included. If you have any questions, please get in touch with me or Police/Court Clerk Ashley Richardson.
- I have included a flyer for the Honor Our Veterans Program. It is on Saturday, September 28<sup>th</sup>, from 2 pm to 4 pm at the First Baptist Church of South Lebanon, 505 Mason Road, South Lebanon, Ohio 45065. Please RSVP if you plan on attending.
- The replacement firearms and holsters have arrived, and the police department is scheduled to have its annual qualifications on Sunday, September 22nd, at the Franklin City gun range. Stubbs-Conner donated gift cards to provide lunch for the officers at the range. I would ask that the Council approve the acceptance of the gift cards and I want to thank Stubbs-Conner Funeral Home for their generous donation to the Department.



- On September 11<sup>th</sup>, Mayor Isaacs, Officer Walker, and I attended the 9/11 Memorial Service in Lebanon to honor those who have lost their lives and loved ones in the September 11, 2001, terrorist attacks.



## Gary Copeland

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**From:** Jeff Mitchell <jmitchell@lebanonohio.gov>  
**Sent:** Wednesday, August 7, 2024 3:18 PM  
**To:** Gary Copeland  
**Subject:** RE: Lebanon DORA

The City was responsible for establishing the DORA and the Lebanon Chamber of Commerce essentially oversees the day to day operations. Our DORA officially started on February 1, 2020, and since this time I do not believe we have had any calls for service related to the DORA or any complaints about DORA related violations. The establishment and conduct of the DORA has had no negative impact on our department.

Jeff

Jeffrey W. Mitchell, MPA, CLEE  
Chief of Police  
City of Lebanon, Ohio  
25 West Silver Street  
Lebanon, OH 45036  
513.932.2010 Communications Center  
513.228.3300 Office  
[jmitchell@lebanonohio.gov](mailto:jmitchell@lebanonohio.gov)

Surround yourself with the best people you can find, delegate authority, and don't interfere. ~ Ronald Reagan

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**From:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Sent:** Wednesday, August 7, 2024 2:37 PM  
**To:** Jeff Mitchell <jmitchell@lebanonohio.gov>  
**Subject:** RE: Lebanon DORA

Jeff,  
After reviewing the information you provided, it would be greatly appreciated if you could address how the DORA has worked for the city. I would like to know the amount of calls for service caused by the DORA, has there been any issues of concern, and do you feel that it has caused a burden with your department.  
Thanks again,  
Gary

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**From:** Jeff Mitchell <jmitchell@lebanonohio.gov>  
**Sent:** Wednesday, August 7, 2024 10:51 AM  
**To:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Subject:** Lebanon DORA

I have attached the original DORA guidelines and information package for our DORA. The City has since expanded the DORA but other than geography everything remains the same. Let me know if there is anything else I can help with.

Jeff



Jeffrey W. Mitchell, MPA, CLEE  
Chief of Police  
City of Lebanon, Ohio  
25 West Silver Street  
Lebanon, OH 45036  
513.932.2010 Communications Center  
513.228.3300 Office  
[jmitchell@lebanonohio.gov](mailto:jmitchell@lebanonohio.gov)

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## Gary Copeland

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**From:** Dan Bentley <dan@cityofspringboro.com>  
**Sent:** Friday, September 6, 2024 3:30 PM  
**To:** Gary Copeland  
**Subject:** DORA

Gary,

Sorry for the delay in getting back with you, its been a little hectic around here the past few days. I was able to review our calls for service, in regards to our DORA, and was not able to find any calls in relation to the DORA. We have had no issues involving the DORA since its inception, and the DORA has actually been increased to include more of the downtown area of the City.

If there is anything else I would be able to assist with, please let me know.

v/r

Dan

**Daniel L. Bentley #123**  
Chief of Police  
Springboro Police Department  
320 West Central Avenue  
Springboro, OH 45066  
(937)748-0611  
(937)748-3214 Fax  
[dan@cityofspringboro.com](mailto:dan@cityofspringboro.com)



## Gary Copeland

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**From:** Wells, Levi <lwells@masonoh.org>  
**Sent:** Thursday, September 12, 2024 7:33 AM  
**To:** Gary Copeland  
**Cc:** Pantling, Jenna  
**Subject:** RE: DORA Information

Chief Copeland,

I have attached Jenna Pantling who is our Administrative Assistant to the City Manager. Jenna was very instrumental in the implementation of DORA in Mason. Jenna may be able to provide information regarding the businesses and community impact DORA has had on our city. As far as Law Enforcement goes, we have had no issues that I am aware of, but I will investigate that and let you know if I find any calls relating to DORA.

Thanks

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**From:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Sent:** Wednesday, September 11, 2024 2:51 PM  
**To:** Wells, Levi <lwells@masonoh.org>  
**Cc:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Subject:** DORA Information

**This Message Is From an Untrusted Sender**

You have not previously corresponded with this sender.

[Report Suspicious](#)

Chief Wells,

Can you provide me with some information? The Village of Waynesville is researching a designated outdoor drinking area (DORA). I am checking with nearby locations that have DORAs to see what impact they have had on the community, local law enforcement, and businesses. Can you provide that information and include your department's calls for service?

Thank you in advance for your assistance,

Chief Copeland

Village of Waynesville

## Gary Copeland

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**From:** Gary Copeland  
**Sent:** Thursday, September 12, 2024 9:25 AM  
**To:** Pantling, Jenna; Wells, Levi  
**Cc:** Gary Copeland  
**Subject:** RE: DORA Information

Jenna,

Thank you very much. At this point, I believe Chief Wells has provided what I need, but I may contact you in the near future.

Thank you again,  
Chief Copeland

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**From:** Pantling, Jenna <JPantling@masonoh.org>  
**Sent:** Thursday, September 12, 2024 8:39 AM  
**To:** Wells, Levi <lwells@masonoh.org>; Gary Copeland <gcopeland@waynesville-ohio.org>  
**Subject:** RE: DORA Information

Chief Copeland, happy to answer any questions you have and provide insight into the City of Mason DORA. as Chief Wells indicated below it has been relatively smooth since we established it in 2018. I can be reached at 513.229.8500 if that is an easier way to connect.

Thanks!

Jenna Pantling

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**From:** Wells, Levi <lwells@masonoh.org>  
**Sent:** Thursday, September 12, 2024 7:33 AM  
**To:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Cc:** Pantling, Jenna <JPantling@masonoh.org>  
**Subject:** RE: DORA Information

Chief Copeland,

I have attached Jenna Pantling who is our Administrative Assistant to the City Manager. Jenna was very instrumental in the implementation of DORA in Mason. Jenna may be able to provide information regarding the businesses and community impact DORA has had on our city. As far as Law Enforcement goes, we have had no issues that I am aware of, but I will investigate that and let you know if I find any calls relating to DORA.

Thanks

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**From:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Sent:** Wednesday, September 11, 2024 2:51 PM  
**To:** Wells, Levi <lwells@masonoh.org>  
**Cc:** Gary Copeland <gcopeland@waynesville-ohio.org>  
**Subject:** DORA Information







1400 Lytle Rd.

## Re: Consumer Notice of Tap Water Result

Dear Consumer:

Waynesville Village PWS is a public water system (PWS) responsible for providing drinking water that meets state and federal standards. A drinking water sample for lead was collected at this location and the result is:

**Amount of Lead in Water:** <3.0 µg/L

**Action Level for Lead:** 15 micrograms per liter (µg/L)

**Location of sample:** Kitchen Sink / Bathroom Sink

**Sample collection date:** 8/14/2024

Your tap water lead result was **LESS** than 15 µg/L.

### What Does This Mean?

Under the authority of the Safe Drinking Water Act, the US Environmental Protection Agency (EPA) established the action level for lead in drinking water at 15 µg/L. This means PWSs must ensure that water from taps used for human consumption do not exceed this level in at least 90 percent of the sites sampled (90<sup>th</sup> percentile value). The action level is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a PWS must follow.

In 2018, Ohio EPA established the threshold level for lead in drinking water at 15 µg/L. The lead threshold level is the concentration of lead in an individual tap water sample which, if exceeded, triggers additional notification requirements for those served by the tap sampled.

Because lead may pose serious health risks, US EPA established a Maximum Contaminant Level Goal (MCLG) of zero for lead. The MCLG is the level of a contaminant in drinking water below which there is no known or expected risk to health, allowing for a margin of safety.

### What are the Health Effects of Lead?

Lead can cause serious health problems if too much enters your body from drinking water or other sources. It can cause damage to the brain and kidneys, and can interfere with the production of red blood cells that carry oxygen to all parts of your body. The greatest risk of lead exposure is to infants, young children, and pregnant women. Scientists have linked the effects of lead on the brain with lowered IQ in children. Adults with kidney problems and high blood pressure can be affected by low levels of lead more than healthy adults. Lead is stored in the bones, and it can be released later in life. During pregnancy, the child receives lead from the mother's bones, which may affect brain development.

## Where Can I Get Health Screenings and Testing of Blood Lead Levels?

Health Screenings are available through:

Warren County Health Department (513)695-1228 [www.warrenhd.com](http://www.warrenhd.com)  
Jobs and Family Services (513)695-1420 [www.warren.oh.us/humanservices](http://www.warren.oh.us/humanservices)  
Your Primary Physician

## What Can I Do to Reduce Exposure to Lead if Found in My Drinking Water?

- **Run your water to flush out lead.** If water has not been used for several hours, run water for thirty seconds to three minutes before using it for drinking or cooking. This helps flush any lead in the water that may have been leached from the plumbing.
- **Use cold water for cooking and preparing baby formula.** Do not cook with, drink water, or make baby formula from the hot water tap. Lead dissolves more easily in hot water.
- **Do not boil water to remove lead.** Boiling water will not reduce lead.
- **You may wish to test your water for lead at additional locations in your home.**
- **Identify if your plumbing fixtures contain lead and consider replacing them when appropriate.**

## What are the Sources of Lead?

Lead is a common, natural, toxic, and often useful metal that was used for years in products found around the home. It can be found throughout the environment in lead-based paint, air, soil, household dust, and certain types of pottery, porcelain, and pewter. Although most lead exposure, especially in children, occurs when paint chips are ingested, dust inhaled, or absorbed from contaminated soil, the US EPA estimates that 10 to 20 percent of human exposure of lead may come from lead in drinking water.

Lead is unusual among drinking water contaminants in that it seldom occurs naturally in water supplies like rivers and lakes. Lead enters drinking water primarily as a result of corrosion, or wearing away, of materials containing lead in the plumbing. Buildings built prior to 1986 are more likely to have lead pipes, fixtures, and solder. New buildings can also be at risk, since even legally 'lead-free' plumbing may contain up to 8 percent lead. The most common problem is with brass or chrome-plated brass fixtures which can leach significant amounts of lead into water, especially hot water.

**For More Information, Please Contact:** Brian Keith with the Village of Waynesville at (513)897-8015; visit US EPA's Web site at [www.epa.gov/lead](http://www.epa.gov/lead); call the National Lead Information Center at 800-424-LEAD; or contact your health care provider.

# CALLS FOR SERVICE

From Date: 08/01/2024 12:00:00am

To Date: 08/31/2024 11:59:59pm

Type Description	Count
911 Hangup / Silent	9
Alarm	4
Animal Complaint	1
Business Check	96
Citizen Assist	6
Criminal Damaging	1
Criminal Warrant	5
Disorderly Conduct/Intox. Subject	1
Domestic Violence	5
Escort	6
Extra Patrol	162
Fire Call	11
Follow Up Investigation	6
Harassment/Stalking/Threats	3
Hit Confirmation	1
Lock Out	5
Medical	37
Mental Disorder	1
Noise Complaint	3
Notification Only	1
Open Door/Window	3
Parking Complaint	2
Phone Call	13
Road Hazard/Disabled Vehicle	14
Special Detail	3
Suspicious Person	3
Suspicious Vehicle	6
Traffic Crash	7
Traffic Stop	69
Trespassing	2
Well Being Check	3
<b>TOTAL</b>	<b>489</b>



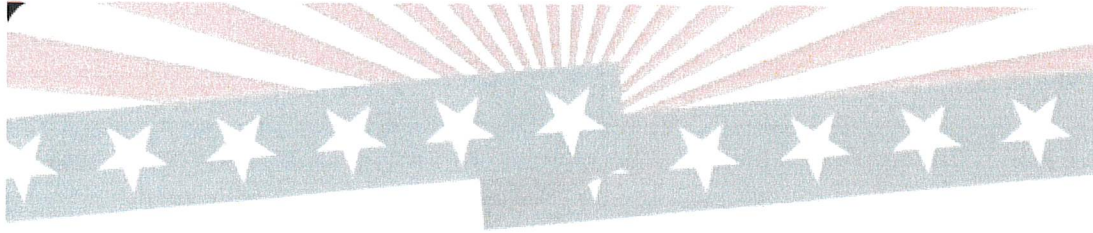
## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for August 2024

Page : 1  
Report Date : 09/04/2024  
Report Time : 13:58:24

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$774.00	\$5,040.00	\$6,228.00
LOCAL COSTS	\$3,321.00	\$21,623.40	\$26,604.00
Additional Costs	\$29.00	\$126.00	\$175.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$8,350.00	\$60,289.61	\$64,532.14
Fees			
Fees	\$50.00	\$1,094.34	\$945.95
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>\$12,524.00</b>	<b>\$88,923.35</b>	<b>\$98,211.41</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$765.00	\$5,004.00	\$6,155.00
DRUG LAW ENFORCEMENT FUND	\$294.00	\$1,893.50	\$2,355.50
INDIGENT DEFENSE SUPPORT FUND	\$2,165.00	\$14,090.00	\$17,175.00
Fees			
Fees	\$0.00	\$30.00	\$60.00
<b>Total to State:</b>	<b>\$3,224.00</b>	<b>\$21,017.50</b>	<b>\$25,745.50</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$126.00	\$811.50	\$1,009.50
Restitution			
Restitution	\$0.00	\$0.00	\$597.27
<b>Total to Other:</b>	<b>\$126.00</b>	<b>\$811.50</b>	<b>\$1,606.77</b>
<b>TOTAL REVENUE *</b>	<b>\$15,874.00</b>	<b>\$110,752.35</b>	<b>\$125,563.68</b>
*Includes credit card receipts of	\$5,120.00	\$32,046.00	\$33,064.11

END OF REPORT



## **HONOR OUR VETERANS PROGRAM**

**Saturday, September 28, 2024 from 2-4 PM**

**First Baptist Church of South Lebanon**

**505 Mason Road, South Lebanon 45065**

### **EVERYONE IS INVITED**

**Our Honored Speakers scheduled to appear:**

**Veteran – Ben McCullough**

**Veteran Honorable Judge – Gary Loxley**

**Veteran – Orlando Sonza**

**Veteran – Jim Smith**

**Veteran - Kandy Clark Swierk**

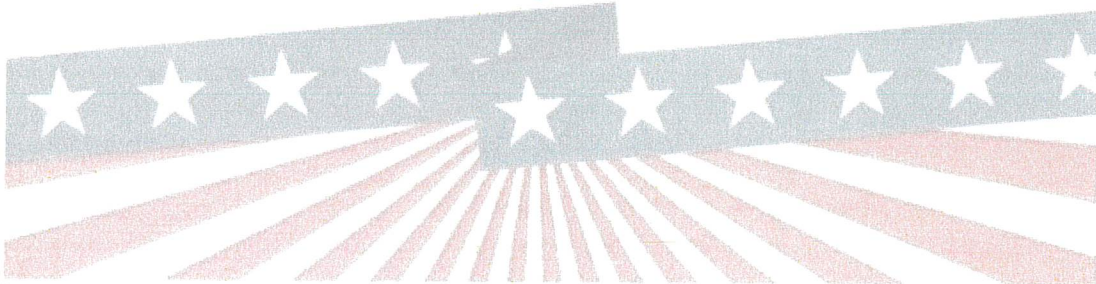
**Purple Heart Veteran – Jerry Ferris**

**RSVP to Jeremiah Camarata ASAP to 513-494-2821**

**FREE Refreshments**

**Hosted by Barbara Wilders and Jane Wright-Combs**

**Kristi McCullough and Brenda Combs**



Finance Director Report  
September 16, 2024  
Jamie Morley

- The month of August has been balanced and month end reports have been provided for review.
- The two-year CD that recently matured netted \$15,430.16 in interest. The new CD was purchased with a 4% interest rate.
- For the month of August, the SWEEP account brought in \$21,075.18 in interest and the STAR account made \$2,718.18 in interest.
- There is a resolution on tonight's agenda to accept the rates and amounts as set forth from the Warren County Budget Commission's official certificate for fiscal year 2025. This will need to be passed as an emergency as it is due to the Auditor's office by October 1.
- The public hearing for October 7 has been advertised.
- I will be on vacation September 26 – October 4.

Thank You,

Jamie Morley  
Finance Director/Clerk of Council

**ORDINANCE 2024 - 031**

**CREATING A DESIGNATED OUTDOOR REFRESHMENT AREA AND  
ESTABLISHING REQUIREMENTS TO ENSURE PUBLIC HEALTH AND SAFETY  
WITHIN SUCH AREA**

WHEREAS, Section 4301.82 of the Ohio Revised Code permits the Village of Waynesville to create and approve an application for one "Designated Outdoor Refreshment Area" within its corporate limits; and

WHEREAS, an application in compliance with Section 4301.82(B) of the Ohio Revised Code was filed with Village Council to have certain property designated as an outdoor refreshment area on August 5, 2024; and

WHEREAS, beginning August 9, 2024, notice of the filing and consideration of said application was published in a newspaper of general circulation in the Village of Waynesville once a week for two separate weeks in compliance with Sections 4301.82(C) and 4301.82(F)(2) of the Ohio Revised Code; and

WHEREAS, on September 16, 2024, Village Council conducted a public hearing on its consideration of the application; and

WHEREAS, Village Council finds that the application is in compliance with Section 4301.82(B) and that the "Designated Outdoor Refreshment Area" to be created would be in compliance with Section 4301.82(D).

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

Section 1. The application for the designation of certain property in the Village as a "Designated Outdoor Refreshment Area" submitted to this Council on August 25, 2024, is hereby approved, and there is hereby created an outdoor refreshment area.

Section 2. In order to ensure the public health and safety within the "Designated Outdoor Refreshment Area", Village Council establishes the following requirements:

(a) The specific boundaries of the "Designated Outdoor Refreshment Area", including street addresses are shown on Exhibit "A" attached hereto and incorporated herein by reference;

(b) There will be signs designating the boundary of the "Designated Outdoor Refreshment Area". The location of the signs is shown on attached Exhibit "A", as indicated on the map. The signs will be post mounted and located at all street intersections along the boundary of the "Designated Outdoor Refreshment Area".

(c) The hours of operation for the "Designated Outdoor Refreshment Area" will be from 5:00 p.m. to 9:00 p.m. Monday through Friday, noon (12:00 p.m.) to 9:00 p.m. Saturday, and noon

(12:00 p.m.) to 4:00 p.m. Sunday. These hours of operation may be expanded by the Chief of Police and Village Manager with the concurrence of the Village Council. In no event shall the Designated Outdoor Refreshment Area be in operation during the Ohio Sauerkraut Festival.

(d) A Safety Plan has been developed to ensure public safety in the “Designated Outdoor Refreshment Area”, a copy of which is included as part of Exhibit “A”. The Safety Plan can be executed with existing staff.

(e) A Sanitation Plan has been developed to maintain the appearance and public health of the “Designated Outdoor Refreshment Area”, a copy of which is included as part of Exhibit “A”. The Sanitation Plan can be executed with existing staff.

(f) For purposes of the “Designated Outdoor Refreshment Area”, beer and intoxicating liquor shall be served solely in plastic bottles or other plastic containers that are distinctly marked to indicate the seller. This distinction can take the form of a particular cup, unique sticker or other method approved by the Chief of Police.

Section 3. Five years from the effective date of the adoption of this Ordinance, Village Council shall review the operation of the “Designated Outdoor Refreshment Area” hereby created and shall either approve its continued operation or dissolve it. Such review shall be repeated five years after any subsequent approval of the “Designated Outdoor Refreshment Area” in the same manner.

Section 4. Village Council may, at any time, dissolve all or part of the “Designated Outdoor Refreshment Area.”

Section 5. All reviews or other action taken under the authority of Section 3 and/or 4 of this Ordinance shall be proceeded by notice of the proposed action in a manner consistent with state law (presently Section 4301.82(H) and (I) of the Ohio Revised Code) in effect at the time of the proposed action.

Section 6. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Council

4574834.1







# 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, Mami Finas, Stone House Tavern 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, Mami Finas 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.
7. DORA Hours:

Monday -Friday	5:00pm- 9:00pm
Saturday	12:00pm- 9:00pm
Sunday	12:00pm- 4:00pm

## 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 or 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

**ORDINANCE NO. 2024-032**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE WELL 10 WATER LINE EXTENSION PROJECT AS AN EMERGENCY**

WHEREAS, the Village has determined that it is necessary to complete a water line extension project for Well 10 and that certain professional engineering services are required; 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 Well 10 Water Line Extension Project, in accordance with the proposal attached hereto as Exhibit A.

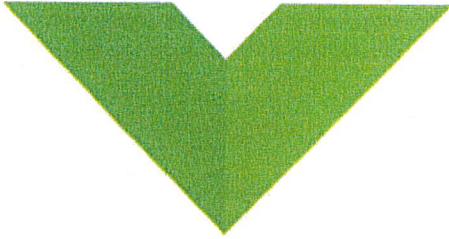
Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$4200 for said professional services as more fully detailed in the proposal attached hereto as Exhibit A.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and 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 possible date in order to perform said safety project in a timely manner.

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

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

\_\_\_\_\_  
Mayor



**Date**  
September 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  
Well 10 Waterline Extension  
WAR-WAY-2403

## Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Well 10 Waterline Extension.

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 three 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

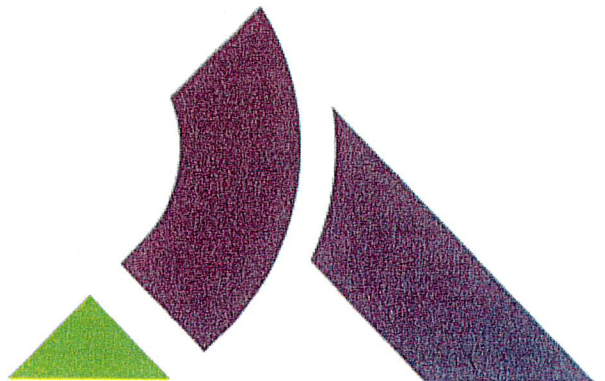
### Choice One Engineering Corporation

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

9/5/2024  
\_\_\_\_\_  
Date

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

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





# Scope of Services

## Project Snapshot

Choice One intends to provide Construction Plans for a water main extension from Well #10 to connect to the Village's existing raw water main, in the Village of Waynesville, Ohio.

## Project Details

- The Village has had Well 10 installed, but needs construction plans for the well discharge line prepared to obtain EPA approval on the plans.
- The project limits are shown in the attached exhibit. The length of the main will be approximately 600-650 feet.
- The new line will be an 8" line. A valve will be supplied just outside of the well. The new 8" line will be hot-tapped to the existing 8" raw water line on the north end.
- The well and existing raw water main are on Village property. The new main will run through an existing easement the Village has already obtained on the Harvest Baptist Church property that is located between the well and tie-in point.
- Choice One will prepare all necessary forms and make the PWS Submittal to the OEPA for the water main. The Village will have to pay the EPA review fees.
- Choice One will not prepare plans to be publicly bid. The plans will only include notes and details as necessary to obtain EPA approval.

## 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 within project area as shown on the attached aerial including utilities and drainage. Elevations will be collected at 50-foot intervals.
- 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, property lines, and easement 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 foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. General Notes and Details
  - iii. Water Main Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
- b. Prepare cost estimate required for PWS Submittal.
- c. A Public Water System (PWS) water main submittal will need to be submitted to the Ohio Environmental Protection Agency (OEPA) for review and approval.

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- 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.

# Compensation & Schedule

## Compensation

### Lump Sum Fee Schedule

Topographic Survey	\$3,400.00
Construction Plans	\$800.00
<b>Total</b>	<b>\$4,200.00</b>

## Schedule

Choice One will complete Construction Plans and submit the OEPA PWS Submittal within 30 days after receipt of an executed Agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.



Legend

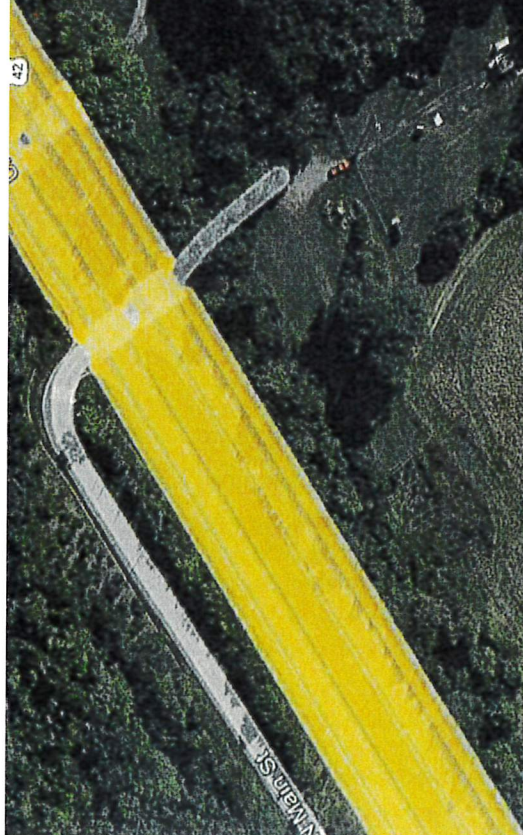
Feature-1

Existing 8" water main runs through here somewhere that we'll be connecting to

Approx Well 10 location



500 ft



Little Miami River

Little Miami River



**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 inflated 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. 2024-033**

**AN ORDINANCE AUTHORIZING THE WAIVER OF THE WATER METER CONNECTION FEE RELATED TO THE WAYNESVILLE COMMUNITY CHURCH**

**WHEREAS**, Council acknowledges past and ongoing contributions by Waynesville Community Church to the benefit of the Village of Waynesville, its residents, and the community at large; and

**WHEREAS**, Waynesville Community Church has previously paid for a 5/8-inch water meter; and

**WHEREAS**, Waynesville Community Church and the Village of Waynesville agree that a 1-inch meter would be more appropriate for the site; and

**WHEREAS**, Waynesville Community Church will complete all required work to upgrade the lateral line and the water meter at its own cost; and

**WHEREAS**, Council has determined that waiving the water meter connection fee related to the lateral water line and meter upgrade of the Waynesville Community Church is a valid public purpose necessary to assist in this public peace, health, safety and general welfare of the Village of Waynesville.

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

**Section 1.** That the water meter fee related to the lateral water line and meter upgrade of the Waynesville Community Church is hereby waived in its entirety.

**Section 2.** The development in question must still meet all other requirements as established by the Ordinances of the Village of Waynesville.

**Section 3.** That this Ordinance shall be effective from and after the earliest period allowed by law.

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

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

\_\_\_\_\_  
Mayor

**RESOLUTION 2023-034**

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY  
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX  
LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND  
DECLARING AN EMERGENCY**

*The Governing Board of the Village of Waynesville, Warren County, Ohio, met in regular session on the  
sixteenth day of September, 2024, at the office of 1400 Lytle Road with the following members present:*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_*

*Mr. /Ms. \_\_\_\_\_ moved the adoption of the following Resolution:*

*WHEREAS, the Governing Board of the Village of Waynesville, Warren County, Ohio, in  
accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal  
year commencing January 1<sup>st</sup>, 2025; and*

*WHEREAS, the Budget Commission of Warren County, Ohio, has certified its action thereon to  
this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by  
this Board, and what part thereof is without, and what part within, the ten mill limitation;*

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

*SECTION 1. That the amounts and rates, as determined by the Budget Commission in its  
certification, be and the same are hereby accepted; and*

*SECTION 2. That there be and is hereby levied on the tax duplicate of said Village the rate of  
each tax necessary to be levied within and without the ten mill limitation as follows:*



<b>Fund</b>	<b>Levies Outside 10 Mill Limitation</b>	<b>Levies Inside 10 Mill Limitation</b>	<b>Auditor's Estimation of Rates (Inside 10 M) (Outside 10 M)</b>
General		\$169,000.00	1.84
Police Levy	\$383,000.00		7
Street Levy	\$54,000.00		1

*SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the to submit resolution to Warren County Auditor by October 1, 2024.*

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

*Attest: \_\_\_\_\_*

*Clerk of Council*

\_\_\_\_\_

*Mayor*

## OFFICIAL CERTIFICATE OF THE COUNTY BUDGET COMMISSION




The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the VILLAGE OF WAYNESVILLE, for the fiscal year beginning January 1st, 2025.

FUND	Unencumbered Balance Jan. 1st, 2025	Property Tax	Other Sources	Total
General Fund - 1000	2,864,755.42	169,000.00	1,208,600.00	
(Local Government)			21,090.21	4,263,445.63
<b>Special Revenue</b>				
1 Street Construction Maint & Repair - 2011	189,961.72	XXXX	155,000.00	344,961.72
2 State Highway - 2021	82,090.62	XXXX	11,750.00	93,840.62
3 Parks & Recreation - 2041	2,342.38	XXXX	0.00	2,342.38
4 Federal Grant - 2051	1.15	XXXX	0.00	1.15
5 State Grant - 2061	20,000.00	XXXX	0.00	20,000.00
6 Motor Vehicle License Tax - 2102	4,171.29	XXXX	1,500.00	5,671.29
7 Drug Enforcement - 2081	2,998.79	XXXX	0.00	2,998.79
8 Police Levy - 2901	223,175.10	383,000.00	77,000.00	683,175.10
9 Street Levy - 2902	89,122.63	54,000.00	3,000.00	146,122.63
10 Permissive Motor Vehicle Tax - 2101	55,722.01	XXXX	19,000.00	74,722.01
11 ARP American Rescue Plan - 2152	0.00	XXXX	0.00	0.00
12 Mayor's Court Computer Fee - 2905	35,548.14	XXXX	6,000.00	41,548.14
13 Opioid Settlement Fund - 2903	1,245.13	XXXX	0.00	1,245.13
<b>Enterprise</b>				
1 Water - 5101	355,944.29	XXXX	500,500.00	856,444.29
2 Storm Sewer Utility - 5901	163,590.50	XXXX	80,000.00	243,590.50
3 Water Tower Deposit - 5902	9,396.02	XXXX	9,000.00	18,396.02
4 Trash Pickup - 5601	8,656.34	XXXX	285,000.00	293,656.34
5 Street Light - 5602	35,677.75	XXXX	33,000.00	68,677.75
6 Water Capital Improvement - 5701	1,429,739.31	XXXX	272,300.00	1,702,039.31
<b>Internal Service</b>				
1 Admin HRA - 6901	7,412.84	XXXX	0.00	7,412.84
<b>Agency</b>				
1 Sewer Agency - 9901	51,781.72	XXXX	0.00	51,781.72
<b>TOTALS</b>	<b>5,633,333.15</b>	<b>606,000.00</b>	<b>2,682,740.21</b>	<b>8,922,073.36</b>

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date

*Aug 28 2024*

Budget  
Commission

**ORDINANCE NO. 2024-029**

**ADOPTING VARIOUS SECTIONS OF THE ZONING CODE FOR THE VILLAGE OF WAYNESVILLE REGARDING SOLAR ENERGY SYSTEMS**

WHEREAS, Chapter 153 of the Waynesville Codified ordinances constitutes the Waynesville Zoning Code; and

WHEREAS, after referral by Village Council, the Planning Commission for the Village of Waynesville has recommended approval of certain amendments to the Zoning Code in order to adopt regulations related to solar energy systems;

WHEREAS, a public hearing has been held, as required by the Zoning Code.

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

Section 1. That the Zoning Code of the Village of Waynesville is hereby amended as set forth in Exhibit A, attached hereto and incorporated by reference

Section 2. That all other provisions of the Zoning Code not specifically herein amended shall remain in full force and effect.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

### **153.290 PURPOSE.**

This section is intended to establish regulations to balance the need for clean and renewable energy sources and the need to protect the public health, safety and welfare of the community and to ensure that solar energy systems are appropriately designed, installed and maintained within the Village of Waynesville. This section establishes the design and development standards that allow solar energy systems to be located in the community on structures and property.

### **153.291 GENERAL DESIGN AND DEVELOPMENT STANDARDS FOR ALL SOLAR ENERGY SYSTEMS.**

The following standards shall apply for all solar energy systems:

- (A) Solar energy systems shall be located in the least visibly obtrusive location where they would be functional.
- (B) Non-reflective coating shall be used to minimize glare.
- (C) Panels and associated mounting hardware shall be uniform in appearance and color.
- (D) All installations will have a durable permanent sign warning of electric shock and identifying the manufacturer and installer with contact information for both but shall not include any off-premise advertising or any advertising for businesses or other activities located on the premises. The total area of such signs shall not exceed 2 square feet nor exceed a height of 5 feet.

### **153.292 DESIGN AND DEVELOPMENT STANDARDS FOR GROUND- MOUNTED SOLAR ENERGY SYSTEMS.**

The following design and development standards shall apply for all ground-mounted solar energy systems:

- (A) Ground-mounted solar energy systems shall conform to the accessory structure standards of the zoning district in which they are installed including (1) maximum height and (2) installation in side or rear yards only. Ground-mounted solar energy systems are prohibited in front yards.
- (B) In addition, all ground-mounted solar energy system may not cover more than 25 percent of the side or rear yard in which they are installed.
- (C) Ground-mounted solar systems shall be screened by means of fences, walls or landscaping.
- (D) Ground-mounted solar energy systems shall be installed in a manner to prevent the negative impact of glare or reflection onto neighboring properties or rights-of-way.
- (E) The solar installations shall not exceed zoning district height restrictions, and shall not produce glare for adjacent properties or the right-of-way.

### **153.293 DESIGN AND DEVELOPMENT STANDARDS FOR BUILDING- MOUNTED SOLAR ENERGY SYSTEMS.**

The following design and development standards shall apply for building-mounted solar energy systems:



(A) Roof-mounted solar energy systems shall be installed on the same plane of the roof material or shall be made a part of the roof design (flush mounted).

(B) Roof-mounted solar energy systems shall not extend above the ridgeline of the roof to which they are attached and they may not extend below the roof line.

(C) Panels and mounting brackets for roof-mounted solar energy systems shall not extend more than 8 inches above the roof surface and shall be covered in a manner architecturally compatible with the building to which is attached to minimize visibility from the right-of-way or adjoining properties.

(D) All building-mounted solar energy systems shall be installed as follows:

(1) No building-mounted solar energy systems may face the front property line. This restriction shall apply to corner lots as well.

(2) Installations on the non-front property line side are permitted so long as they meet the following standards in order of preference:

a. First, are installed in a rectangular arrangement. If not possible, proceed to the next installment preference.

b. Second, are installed to fill the roof plan. If not possible, proceed to the next installment preference.

c. Third, are installed in a symmetrical arrangement. If not possible, proceed to the next installment preference.

d. Fourth, are installed in a single geometric arrangement. If not possible, proceed to the next installment preference.

(E) Wiring and other appurtenances associated with roof-mounted solar energy systems shall be installed in a manner not visible from the right-of-way.

(F) Prior to submission of an application for a permit to install solar panels under Section 153.294, the applicant shall provide the intended layout of the solar panels to the Director of Planning to determine the appropriate installation configuration under division (D) of this section.

#### **153.294 APPROVALS AND SUBMISSION REQUIREMENTS.**

The submission of an application for a permit shall be required for the placement of any solar energy system shall be submitted to the Director of Planning or their designee. The owner of the property on which the system is to be installed shall complete an application that includes a scaled site plan of the proposed solar energy system location(s); scale drawings indicating the size of the system components, a written description of the proposed system; materials and color; specification sheets; building elevations; and proposed screening information.

#### **153.295 OTHER PROVISIONS.**

(A) Solar energy systems, that are obsolete, damaged, and/or abandoned shall be deemed a nuisance and shall be removed or repaired within 3 months.

(B) The repair of solar energy systems installed and operating at the time of the adoption of this ordinance are exempt from these provisions provided there is no expansion of the area covered by the solar energy system.

(C) Solar energy systems mounted on a flat roof are exempt from the proposed review process solar energy systems installed on flat roofs (1) where the installation does not extend more than 5 feet above the roof and is not visible from the right-of-way or adjacent properties, (2) the installation does not exceed zoning district height restrictions, and (3) the installation does not produce glare for adjacent properties or the right-of-way.

(D) Solar energy installations with a surface area of two (2) square feet or smaller, that are connected to a light fixture or similar accessory to supply electrical power to the fixture or accessory, are excluded from these provisions (for example, landscaping; decorative lighting; security camera; etc.).

(E) All solar installations shall not exceed zoning district height restrictions, and shall not produce glare for adjacent properties or the right-of-way.

(F) Solar Installations cannot cause material physical damage and. or unsafe, condition to abutting, adjacent property and/or property in close to the location.

Reviewed and approved by Waynesville Planning Commission at the meeting on August 13, 2024.