



COUNCIL AGENDA

Monday, August 4, 2025 – 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, July 7, 2025 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five-minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:
 - Request or not request a hearing for the transfer of liquor license at 60 Marvins Lane (Groceryland) to new owners.

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2025-021

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SMITHCORP, INC. IN AN AMOUNT NOT TO EXCEED \$1,158,630 FOR THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

ORDINANCE NO. 2025-022

AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

ORDINANCE NO. 2024-023

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

Second Reading of Ordinances and Resolutions:

None

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

August 18th, 2025 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee, August 4th, 2025 @ 6:00 p.m.

Finance Meeting, August 18th, 2025 @ 6:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
July 7, 2025 at 7:00 pm**

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

Village Staff Present: 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 7, 2025.*

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

Roll Call – 7 present

Mayor Acknowledgements

Mayor Isaacs thanked everyone in Waynesville and the surrounding area for participating in the 4th of July parade and other events. He said he was honored to be the mayor of Waynesville and serve as the Grand Marshal for this year's parade. He expressed his love for the village and felt privileged to serve with the best Council ever. Because of their efforts, water, gas, and storm sewer lines are being repaired and replaced. Mayor Isaacs also highlighted that Waynesville is a safe community thanks to the Village Manager/Chief of Police, the Police Department, and dedicated Village staff. He shared the plaque he received for serving as the Grand Marshal.

Disposition of Previous Minutes

Mr. Blankenship motioned to approve the June 16, 2025 meeting minutes as corrected, and Mrs. Miller seconded the motion.

Motion – Blankenship
Second – Miller

Roll Call – 7 yeas

Public Recognition/Visitors Comments

Kim Gaffey of 62 N Main and the Waynesville Merchants Association (WMA) asked the Council about their plans for downtown. He stated that many merchants are struggling and expressed concern about seeing empty buildings. Several customers have mentioned that the downtown needs repairs, such as fixing the brick pavers on the sidewalks. He wanted to confirm that the Council has plans to improve downtown. Chief Copeland said the Village needs to be careful with taxpayer dollars since, technically, sidewalk maintenance is the property owners' responsibility. He is researching grants and mentioned that he has received bids to replace the pavers. Ms. Morley said that Council has established a separate capital improvement fund to revitalize downtown, awaiting approval from the State Auditor before transferring funds. She added that the Council has saved \$60,000 over four years for replacing streetlights on Main Street and \$80,000 over two years for sidewalk replacements and electrical work downtown. Mr. Lauffer expressed his desire for downtown to look nice and new, but emphasized that responsible planning and saving are essential for these big projects. Chief Copeland pointed out that since the Village is primarily a bedroom community with little industry, finances must be managed. He explained that the current projects are infrastructure improvements funded by grants and the Village's enterprise funds. Mrs. Miller shared that she owns an Airbnb, and many guests comment on how quaint and charming downtown Waynesville looks. Chief Copeland added that the Village plans to rebrand itself and will hold a contest to create a new slogan, as "Antique Capital of the Midwest" no longer reflects the downtown area. Gaffey asked about progress on landlords improving curb appeal. Chief Copeland said he is working with the Fire Chief and Code Enforcer on this. Gaffey also mentioned that the WMA is working on a new brochure to highlight merchants and suggested creating a path linking to the bike trail. The Council inquired if merchants have considered putting up signage at the trail, and Gaffey said they are considering bike racks and need to improve advertising at that location. Additionally, he asked about the status of Gazebo Park. Chief Copeland explained that Wayne Township owns it. He has offered to take over the park since the Fire Department moved, but he has not received a reply. Gaffey stated that many merchants have contributed to maintaining the park. Mr. Colvin expressed appreciation for the merchants' initiative, emphasizing that these efforts should be a collaborative effort between merchants, the Village, and the Chamber. He remarked on the strong interest and energy to move projects forward, but Council must follow the process. Gaffey concluded that the merchants are present tonight to demonstrate their support and to raise awareness of the challenges faced by local shops. He also mentioned frustration with the property owner's handling of the Hammel House. Chief Copeland noted that the property owner was cited again and will be in court. Mr. Colvin highlighted that Council has limited ways to engage with the public, but appreciates the collaboration. Jona Powell of 260 High Street presented drafts of the new brochures and agreed with Chief Copeland that the old slogan "Antiques Capital of the Midwest" is hurting merchants, as it appeals to a very niche group. Ms. Morley offered to update the Village's website with the new brochure so visitors can be directed to the right sources. The Council agreed that this was acceptable.

Michael Sale stated he has a contract on a condo on Bayberry with a closing scheduled for the end of the month. He expressed concern because his backyard abuts the old Michner property driveway and worried that if a new development were built on that plot, his backyard would become a major road. He asked what is happening with the property and for insights on the

development. Chief Copeland said there has been no movement on the property, and if there were, the road into a development would not be approved where the current driveway is.

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Old Business

None

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Reports

Finance

The Finance Committee will meet on July 21st at 6:00 p.m.

Public Works Report

The Public Works Committee met this evening to discuss ongoing projects. The next Public Works meeting will be on August 4th, 2025, at 6 p.m. The public is invited to attend.

Special Committee Report

No meetings are currently scheduled. Mr. Colvin will contact the library to find out the status of the proposed park. He will also check on the MOMS Committee and the progress of purchasing new trees.

Village Manager Report

- Moody's has completed Well 8 rehab with a new pump, screen, and cleaned with a nitro blast. This should increase the flow. The new gallons per minute should be available at the next meeting.
- SmithCorp has run into several issues, including rain delays that have postponed repaving.
- The Village has received notice that the funding for the OPWC Fourth Street project has been released. Bids will be accepted for this project until July 24th.
- The retaining wall at LCNB is almost complete and has been monitored.
- The Sauerkraut Festival permit has been approved along with the police contract.

- June's Calls for Service and Mayor's Court Month End reports have been provided for review. The Code enforcement report has also been submitted for review.
- The 4th of July Parade was a great success. Chief Copeland thanked Katie Mackoway and Missy Conners for all their hard work coordinating everything. The festival was well attended and very successful.

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

None

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"....."
Executive Session

None

Mr. Blankenship moved to adjourn at 7:58 p.m. and all were in favor.

Date: _____

Jamie Morley, Clerk of Council

Council Report

August 4, 2025

Chief Copeland

Manager

- The Ohio Public Works Commission has approved and released funding for municipalities that received PY39 grants for their approved projects. I had Choice One Engineering prepare the drawings for the replacement of a water line and a stormwater line, as well as the repaving of Fourth Street from High Street to Franklin Road. The project was advertised, and bid packets were released on July 8th, which included the job specification drawings. Bids were accepted until July 24th. I have attached a list of bidders showing the base bid from each participating vendor. Choice One Engineering reviewed all the bids to ensure compliance with the job specifications. After their review, they recommended that the Village issue a Notice of Award to SmithCorp Inc. for the Fourth Street project.
Ordinance #2025-021 has been prepared as an emergency measure, allowing SmithCorp to begin planning the Fourth Street project immediately, if it receives approval from the Council.
- The applications for the Ohio Public Works Commission PY40 grant must be submitted by October 3, 2025. I have included Ordinance #2025-022, which authorizes me to submit an application for the Fifth and Sixth Street waterline, stormwater line, and repaving project. I have reached out to Choice One Engineering to request a quote for engineering services related to this project, as well as the connection to Chapman Street, as illustrated in the provided photo.
In addition, I am requesting that the Council approve Ordinance #2025-023, which will enable me to enter into a contract with Choice One Engineering for the preparation of pre-construction drawings. This step will help us earn additional points on the OPWC scoring system. Furthermore, I will contact the County and Township regarding sanitary lines and fire hydrants to secure further points as part of a multi-jurisdictional project.
- I am providing an update on the rehabilitation of Well #8. We had Moody's pull the pump to clean the screen and perform the necessary rehabilitation. Additionally, we carried out a sonic blast on the well while the pump was removed.
Before the rehabilitation project, Well #8 had a measured flow rate of approximately **300 GPM**. After completing the rehab, the well was tested on July 16th. A copy of the production results indicates a **60%** increase at **496 GPM**, which has been provided for your review.

- I registered the Village in another opioid class action lawsuit related to the National Prescription Opiate Litigation, MDL No. 2804. This claim pertains to the Purdue Direct Settlement. The registration date was July 28, and the deadline for participation is September 30, 2025. The reference number for the Village subdivision is CL-1737196.
- SmithCorp has finished installing the water lines, stormwater lines, lateral water lines, and handicap ramps for the Franklin Road project. They will be performing a few full-depth repairs on the street and replacing several curbs as seen in the design drawing provided. The estimated date for the mill and fill repaving is mid-August. They will return at a later date to complete property restorations.



- SmithCorp has replaced the vault door at the intersection of Franklin Road and Old Stage. The original vault door, made of aluminum, was installed by KT Holden during Phase I of the Franklin Road project. After receiving complaints from residents about the noise, we decided to replace the door with an iron one. Choice One Engineering covered the cost of this replacement due to design flaws.



- I utilized State Highway funds (which are specifically designated for repairs, maintenance, or improvements to State Routes) to remove debris, brush, trees, and weeds from State Route 42, between State Route 73 and Miami Street. I hired MBI because they had the necessary equipment for this project.



- Maintenance workers Brian Corn and Jack Kilburn conducted additional cleanup on the project mentioned above. The Maintenance Department will place this property on a regular maintenance schedule to prevent overgrowth in the future.



- On July 29th at 10 a.m., I met with Gus Maxa and Justin Hagood from Kelchner to discuss the removable bollards for Main Street. I have attached some literature for your review, and I will share the cost estimate as soon as it becomes available.

- Maintenance workers Greg Craddock and Jack Kilburn cleaned up Main Street the following days after the Independence Day parade. We will develop a plan for the excessive candy in the street for next year.



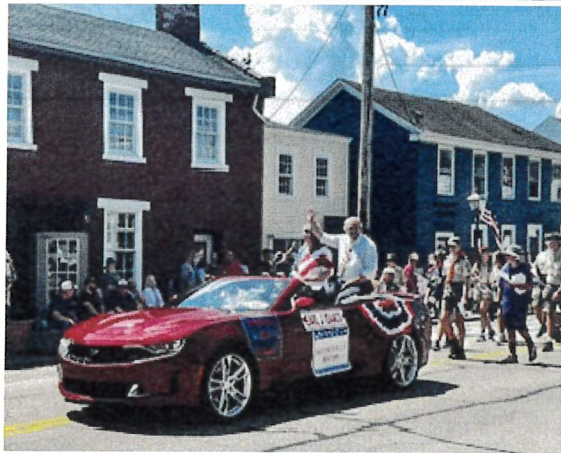
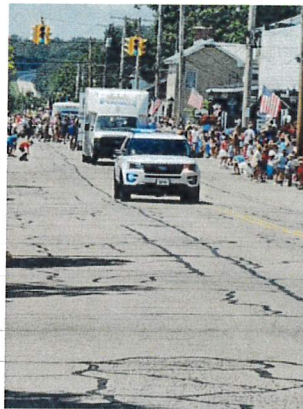
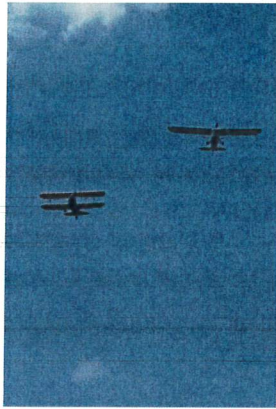
- Mayor Earl J. Isaacs was nominated and awarded the title of Grand Marshal for the 2025 Independence Day Parade. He received a plaque honoring his years of service as both a Mayor and Council member for the Village of Waynesville. The plaque also highlights his accomplishments in both civilian life and military service.



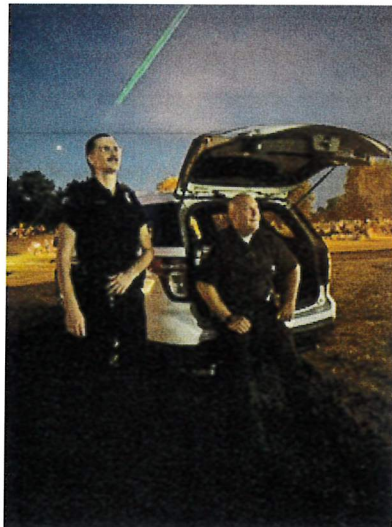
Police

- The July dispatched calls for service have been provided for your review. Please do not hesitate to contact me with any questions or concerns.
- I have also attached the Mayor's Court report for July. Feel free to contact Ashley or me with any questions.
- Sgt. Denlinger has provided a July code enforcement report for your review. Please do not hesitate to contact the sergeant or me with any questions, concerns, or recommendations for adding properties to the list.
- The Police Department's Annual Firearms Training is set for September 7th at 11 a.m. I would like to thank Stubbs-Conner Funeral Home for providing lunch to the officers in appreciation of their services throughout the year.

- The Police Department led the July 4th Independence Day parade and conducted foot patrols at the evening events and fireworks. The day went by without any issues to report.









Date

July 24, 2025

Attention

Chief Gary Copeland

Address

Village of Waynesville
1400 Lytle Road
Waynesville, Ohio 45068

Subject

Fourth Street Water Main Replacement and Resurfacing
WAR-WAY-2301

Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Fourth Street Water Main Replacement and Resurfacing.

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 blue ink, appearing to read "JL Bertke".

Jacob L. Bertke
Project Manager

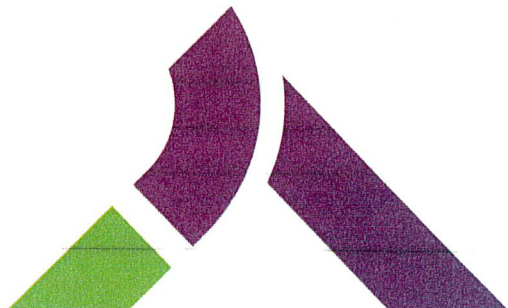
W. Central Ohio/E. Indiana

440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



[illegible]

*1 Total given was \$1,161,130.00

Bid Analysis

Village of Waynesville
Fourth Street Water Main Replacement and Resurfacing

	Smithcorp, Inc.	Milcon Concrete Inc.	Performance Site Development	Kinnison Excavating Inc.	Ford Development Corp.	Fillmore Construction LLC	Benchmark Land Management, LLC	Majors Enterprises Inc.
Unit & Total Bid Correspond	*1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Addenda	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Signature Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
State of Ohio EEO Requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*1 Totals did not correspond.

*2 Missing information.

NOTICE OF AWARD

Owner: Village of Waynesville
Project: Fourth Street Water Main Replacement and Resurfacing
Bidder: Smithcorp Inc.
Bidder's Address: 130 Novner Drive, Cincinnati, Ohio 45215

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/24/2025 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

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

The Contract Price of the awarded Contract is: \$1,158,630.00

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.

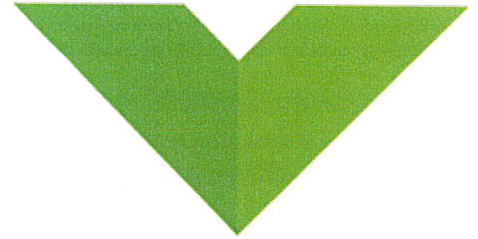
Owner: Village of Waynesville

Authorized Signature

By: Chief Gary Copeland

Title: Village Manager

Date of Issuance: _____

**Date**

June 3, 2026

Attention

Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

Agreement for Professional Services
Fifth Street & Sixth Street Water Main Replacement & Resurfacing
WAR-WAY-2501

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Fifth Street & Sixth Street Water Main Replacement & 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 five 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

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

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

6/3/2025

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 Fifth Street & Sixth Street in the Village of Waynesville, Ohio.

Project Details

- The project will consist of water main replacement, street resurfacing, and misc. street improvements in the following areas:
 - Fifth Street, between North Street and Franklin Road
 - Sixth Street, between Chapman Road and Franklin Road
 - Chapman Road, between Fifth and Sixth Streets will be included on the survey and preliminary design. It will be determined at a later date whether the area is included based on project costs.
- The total length of Fifth and Sixth Streets is approximately 2,050-feet. The total length of the Chapman Road portion is approximately 400-feet.
- 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" or 6" 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 2025 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 \$1.2-\$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 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. Schematic Plan
 - iii. General Notes and Details
 - iv. Quantity Summary
 - v. Plan and Profiles (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Pressure Reducing Valve Pit Details
 - vii. Sanitary Sewer Lining Plans and Specifications
 - viii. Maintenance of Traffic Notes
 - ix. Street Resurfacing and Striping Plan
 - x. 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	\$10,600.00
Preliminary Construction Plans	\$4,500.00
Subtotal – Prelim Design	\$15,100.00
Final Construction Plans	\$50,100.00
Construction Bidding Procedures	\$4,000.00
Record Drawings	\$2,000.00
Total	\$71,200.00
Construction Administration Services	Hourly (\$20,000 budget)

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 2025.

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

Legend

Feature 1

WAR-WAY-2202

WAR-WAY-2301

Chapman Road area
may be eliminated
based on cost

WAR-WAY-1802

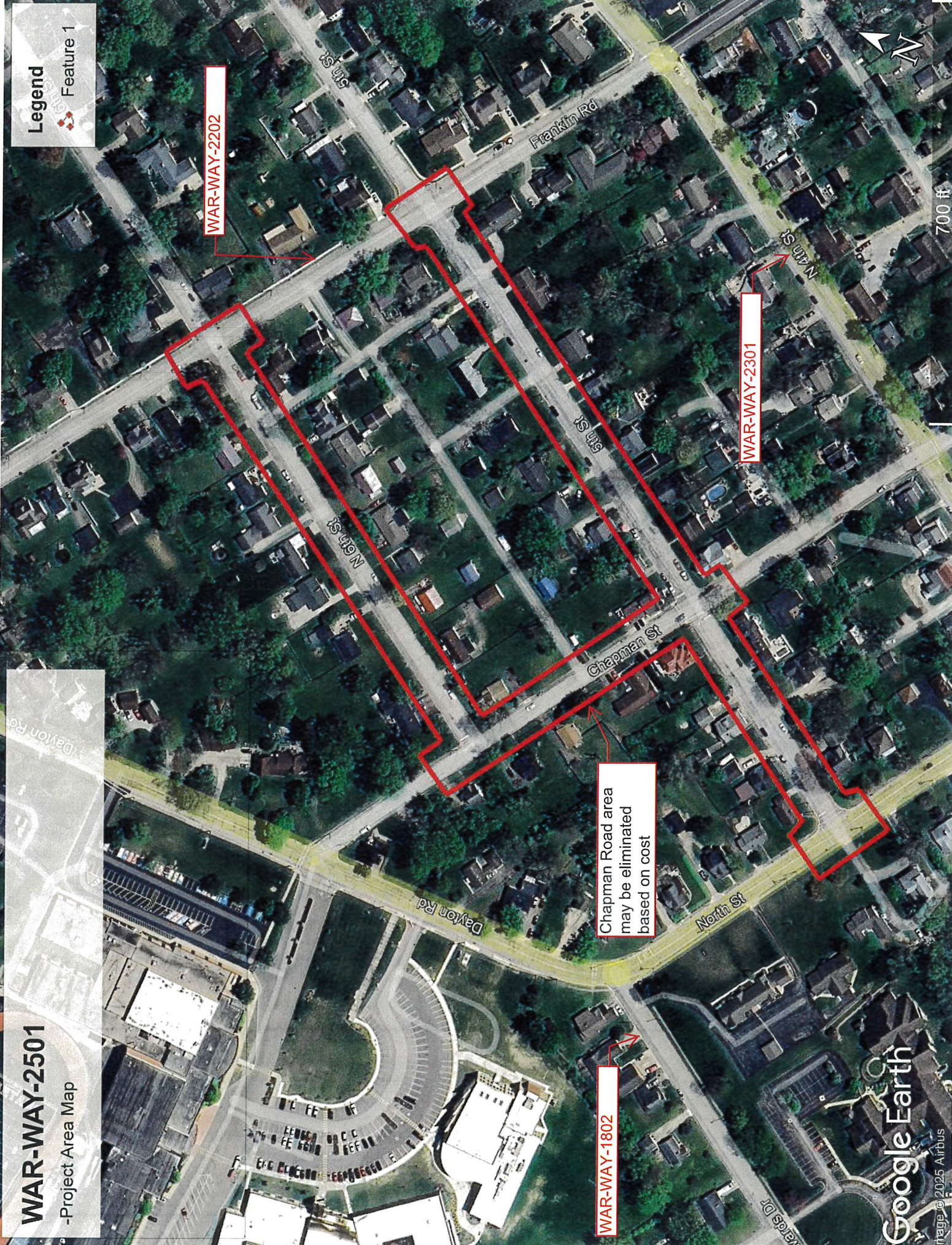
WAR-WAY-2501

-Project Area Map

Google Earth

Image © 2025 Airbus

700 ft



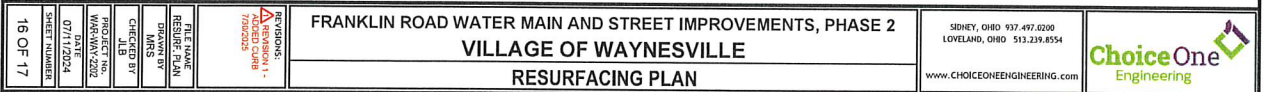
www.moodysofdayton.com

Job No. 25148

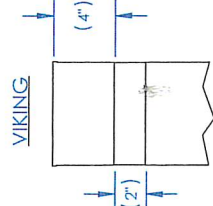
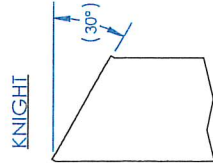
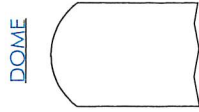
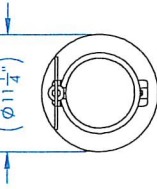
Date Tested	7/16/2025	Well	8
Tested by	John/Joe		
Water Discharged from Well/Ft.	100		
Driver	50 hp 3600 rpm		
Column	4"x40'		
Bowls	Goulds 7CLC 5 stage		
	New	Old	X
Depth to Top	55	Cleaned	Yes

[illegible]

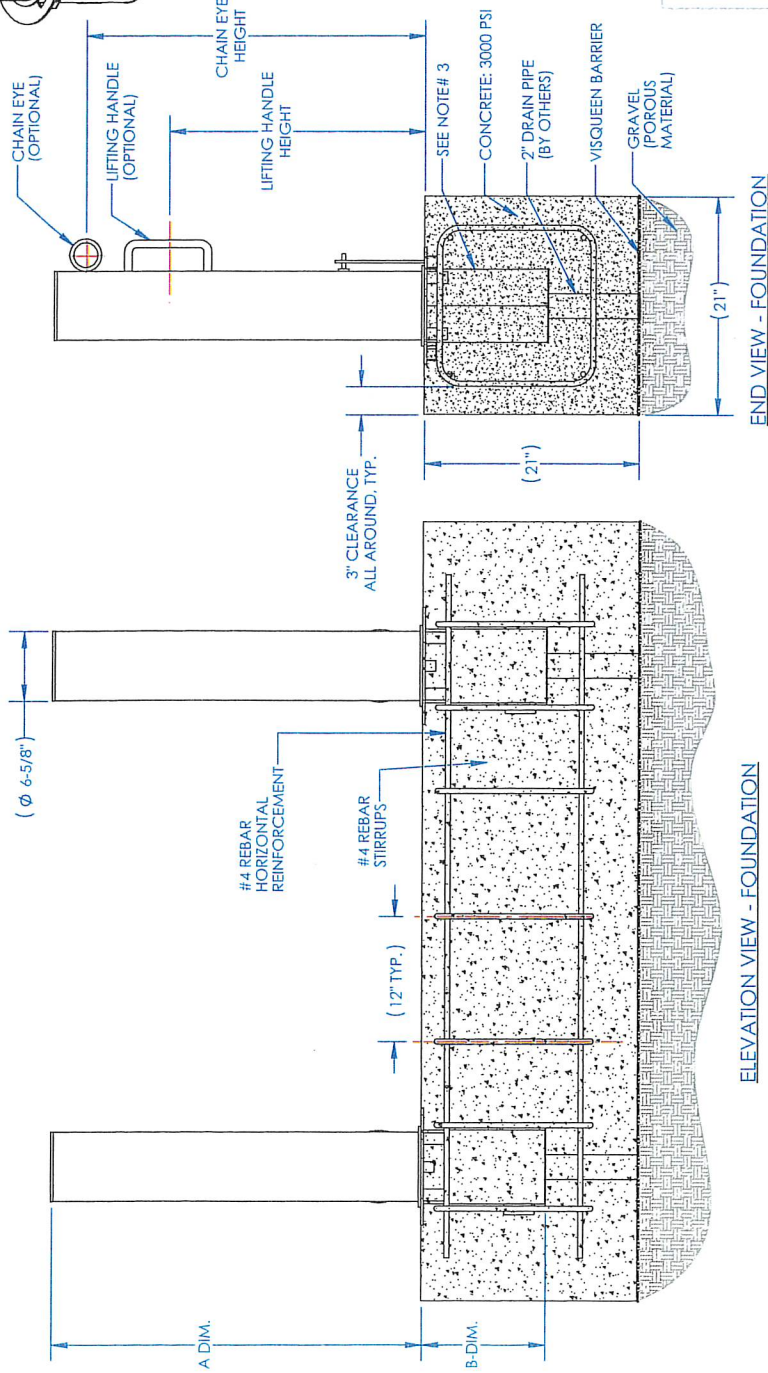
Z:\project\Warren\Waynesville\WAR-WAY-2202FranklinStreetPhase2OPWC\FRANKLIN RD RESURFACING PLAN.dwg 30-Jul-25 10:42 AM



CAP STYLE



PLAN VIEW



ELEVATION VIEW - FOUNDATION

END VIEW - FOUNDATION

NOTE:

- 1.) PADLOCK TO SECURE BOLLARD SHALL BE PROVIDED BY OTHERS.
- 2.) FOOTING SHOWN IS A RECOMMENDED FOOTING, ENGINEERED BY OTHERS.
- 3.) EMBEDMENT SLEEVE IS SHOWN FOR REFERENCE ONLY. EMBEDMENT SLEEVE WILL BE ENTERED AS A SEPARATE LINE ITEM. EMBEDMENT SLEEVE IS FABRICATED FROM T304 STAINLESS STEEL.

SPECIFICATIONS:

BOLLARD MATERIAL: 6" ASTM 312 OR EQUAL PIPE (6-5/8" OD)

☐ SSP06040 SCH. 40 ☐ SSP06080 SCH. 80

STAINLESS STEEL GRADE:

☐ T304 (STD.) ☐ T316

CAP STYLE:

☐ FLAT (STANDARD) ☐ DOME
☐ VIKING ☐ KNIGHT

OPTIONS:

☐ HANDLE QTY: _____ HEIGHT: _____
☐ CHAIN EYE QTY: _____ HEIGHT: _____

SURFACED FINISH:

☐ #4 BRUSHED (STD.)
☐ OTHER: _____

PLEASE SPECIFY THE FOLLOWING DIMENSIONS:

A-DIM. _____ (STD. 36")

B-DIM. _____ (STD. 12" EMBEDMENT DEPTH)

Purchaser/contractor/installer is responsible for following all local building, electrical and construction codes and must verify soil/site conditions are appropriate for installation. Crash Rated products must be installed per manufacturer's requirements. Failure to comply with installation requirements will void warranty and crash rating.



19440 S. DOMINGUEZ HILLS DR.
RANCHO DOMINGUEZ, CA 90220
OFFICE: (562) 803-4388

DWG. NO.: SSP06XXX CUTSHEET

PRODUCT NO.: SSP06XXX

DESCRIPTION: 6" STAINLESS STEEL PADLOCKING REMOVABLE BOLLARD

REV. _____

DRAWN BY: JMG

DRAWN DATE: 11/09/2016

SIZE _____

SCALE: 1:8

WEIGHT: 78 LB / 100 LB

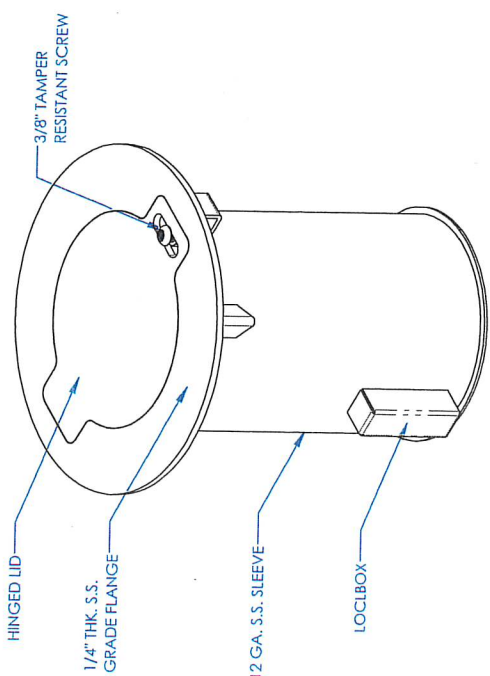
SHEET 1 OF 1

Company: _____

Project Name: _____

Signee's Name Written Clearly: _____ Date: _____

Authorized Signature: _____



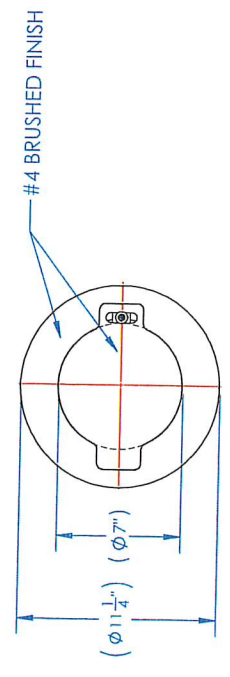
OPTIONS

STAINLESS STEEL GRADE:

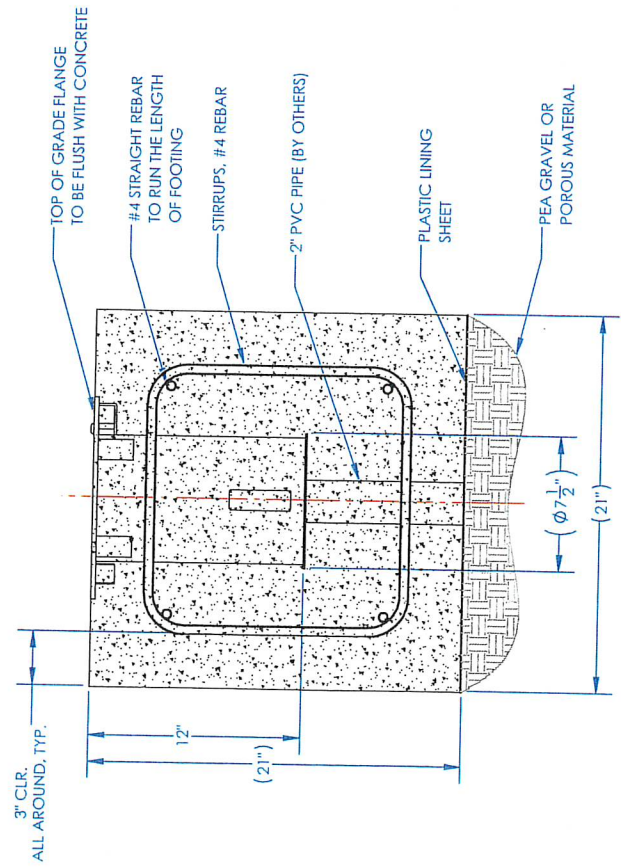
- ☐ T304
- ☐ T316

EMBEDMENT DEPTH:

- ☐ 12" STD.
- ☐ CUSTOM: _____



TOP VIEW



FOOTING DETAILS

NOTES:

1. EMBEDMENT DEPTH SHOULD MATCH BOLLARD EMBEDMENT DEPTH. REFER TO CORRESPONDING BOLLARD SUBMITTAL.
2. FOOTING SHOWN IS A RECOMMENDED FOOTING ENGINEERED BY OTHERS. PLASTIC LINING SHEET TO BE PLACED ON TOP OF PEA GRAVEL OR POROUS MATERIAL TO PREVENT CONCRETE FROM SEEPING INTO SLEEVE DURING POUR. CUT OUT AFTER CONCRETE HAS CURED FOR DRAINAGE.
3. SLEEVE TO BE CLEAR OF CONCRETE OR DEBRIS THE FULL EMBEDMENT DEPTH. LID WILL BE SECURED WITH A 3/8\"/>

Purchaser/contractor/installer is responsible for following all local building, electrical and construction codes and must verify soil/site conditions are appropriate for installation. Crash Rated products must be installed per manufacturer's requirements. Failure to comply with installation requirements will void warranty and crash rating.



12160 WOODRUFF AVE
DOWNEY, CA 90241
OFFICE: (562) 803-4388

DWG. NO.: ESR060 CUTSHEET	
PRODUCT NO.: ESR060	
DESCRIPTION: ESR060 SPECIFICATIONS & FOOTING DETAILS	
DRAWN BY: JFR	DATE: 05/10/2018
SIZE: B	SCALE: 1:7
WEIGHT: 18 LBS	SHEET 1 OF 1

Company: _____

Project Name: _____

Signee's Name Written Clearly: _____

Authorized Signature: _____

Date: _____

CALLS FOR SERVICE

From Date: 07/01/2025 12:00:00am

To Date: 07/31/2025 11:59:59pm

Type Description	Count
911 Hangup / Silent	5
Abandoned Vehicle	1
Alarm	14
Animal Complaint	1
Assault	1
Attempt to Locate	1
Burglary - Past	1
Business Check	106
Citizen Assist	10
Court Detail	1
Criminal Damaging - Past	1
Directed Patrol	1
Dispute - Neighbor/Tenant	2
Domestic Violence	3
Escort	8
Extra Patrol	307
Fire Call	9
Follow Up Investigation	13
Harassment/Stalking/Threats	3
Hit Confirmation	2
Juvenile Complaint	1
Lock Out	1
Lost Property	1
Medical	39
Missing Person/Runaway	1
Noise Complaint	2
Notification Only	2
Open Door/Window	2
Parking Complaint	4
Phone Call	29
Prisoner Transport	2
Protection Order Viol. - Past	1
Road Closure	1
Road Hazard/Disabled Vehicle	13
Road Re-Open	1
Shots Fired	2
Solicitor Complaint	1
Special Detail	2
Suspicious Circumstances	1
Suspicious Person	10
Suspicious Vehicle	6
Theft - Past	1
Traffic Crash	1
Traffic Crash w/ Injuries	4
Traffic Offense	3
Traffic Stop	103
Vacation House Check	4
Well Being Check	3
TOTAL	731

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for July 2025

Page : 1
Report Date : 08/01/2025
Report Time : 07:46:38

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$765.00	\$3,186.00	\$4,266.00
Local Costs	\$3,205.00	\$13,659.50	\$18,302.40
Additional Costs	\$0.00	\$78.00	\$97.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$9,390.00	\$39,845.10	\$51,939.61
Fees			
Fees	\$125.00	\$1,225.00	\$1,044.34
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$-132.56	\$0.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$750.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$13,485.00	\$57,861.04	\$76,399.35
State Revenue From:			
Court Costs			
Victims of Crime	\$756.00	\$3,159.00	\$4,239.00
Drug Law Enforcement Fund	\$289.50	\$1,176.00	\$1,599.50
Indigent Defense Support Fund (Costs)	\$2,105.00	\$8,775.00	\$11,925.00
Fees			
Fees	\$0.00	\$0.00	\$30.00
Total to State:	\$3,150.50	\$13,110.00	\$17,793.50
Other Revenue From:			
Court Costs			
Indigent Driver ALC Treatment Fund	\$124.50	\$504.00	\$685.50
Restitution			
Restitution	\$0.00	\$470.00	\$0.00
Total to Other:	\$124.50	\$974.00	\$685.50
TOTAL REVENUE *	\$16,760.00	\$71,945.04	\$94,878.35
*Includes credit card receipts of	\$5,695.00	\$25,398.50	\$26,926.00

END OF REPORT

Code Enforcement

Date	Address	Violation (ORD)	Deadline	1st Notice	2nd Notice	Citation	Resolved
1/29/2024	1062 Brookfield Dr	Trailer parked on street	1/30/2024	1/29/2024			1/30/2024
3/30/2024	35 N Us Rt 42	Accessory Structures	4/15/2024	4/1/2024			4/29/2024
4/20/2024	17-19 N Us Rt 42	High Grass	4/21/2024	4/21/2024		4/21/2024	4/21/2024
4/20/2024	160 N 4th St	High Grass	4/21/2024	4/21/2024		4/21/2024	4/21/2024
4/21/2024	96 S Marvins Ln	Driveway	5/4/2024	4/21/2024			5/6/2024
4/29/2024	650 High St	Couch outside	5/3/2024	4/29/2024			5/4/2024
4/29/2024	196 S Third St	High Grass	5/3/2024	4/30/2024			5/4/2024
4/29/2024	1074 Crede Way	High Grass	5/3/2024	4/30/2024			5/4/2024
4/29/2024	39 Edwards Dr	Outdoor Storage	5/3/2024	4/30/2024			5/4/2024
5/6/2024	Vacant Adamsmoor Dr	High Grass	5/10/2024	5/7/2024			5/20/2024
5/6/2024	19 N Us Rt 42	Broken Storm Door	5/10/2024	5/6/2024			5/6/2024
5/6/2024	65 S Marvins Ln	High Grass	5/10/2024	5/7/2024			5/13/2024
5/6/2024	577 High St	High Grass	5/10/2024	5/7/2024			5/20/2024
5/6/2024	70 N Main St	Accessory Structures	5/10/2024	5/7/2024			6/24/2024
5/6/2024	84 N Main St	High Grass, Outdoor Storage	5/10/2024	5/6/2024			5/27/2024
5/6/2024	630 High St	High Grass, Outdoor Storage, Trash, Bushes	5/10/2024	5/6/2024			5/27/2024
5/6/2024	650 High St	High Grass, Outdoor Storage, Trash, Bushes	5/10/2024	5/6/2024			5/27/2024
5/6/2024	563 Robindale Dr	Trailer parked on street	5/6/2024	5/6/2024			5/6/2024
5/13/2024	1331 White Rose Dr	Trailer parked on street	5/13/2024	5/13/2024			5/13/2024
5/20/2024	1215 Anthony Trace	Overgrown tree	5/24/2024	5/20/2024			5/31/2024
6/3/2024	33 N 3rd St	Weeds	6/7/2024	6/3/2024			6/24/2024
6/3/2024	21 N 3rd St	Weeds	6/7/2024	6/3/2024	6/24/2024		6/29/2024
6/3/2024	70 S 3rd St	Dead Trees	8/2/2024	6/4/2024			6/29/2024
6/24/2024	514 Royston Dr	Sidewalk	7/6/2024	6/24/2024			6/29/2024
6/24/2024	Vacant Adamsmoor Dr	High Grass	6/28/2024	6/24/2024	7/30/2024		8/3/2024
7/22/2024	791 Royston Dr	Outdoor storage, accum. of junk, overtime parking	7/28/2024	7/23/2024			7/28/2024
7/22/2024	214 High St	Sidewalks	8/5/2024	7/22/2024	7/28/2024		8/5/2024
8/5/2024	196 S Third St	High Grass	8/9/2024	8/5/2024			8/9/2024
8/5/2024	148 N Fourth St	Weeds, bushes	8/11/2024	8/5/2024			8/17/2024
8/5/2024	941 Lytle Rd	High Grass/Weeds	8/9/2024	8/5/2024			8/9/2024
8/12/2024	162 N 4th St	Trash outside	8/12/2024	8/12/2024			8/12/2024
8/26/2024	185 S Main St	Weeds	8/30/2024	8/26/2024			8/30/2024
8/26/2024	137 S Main St	Weeds	8/30/2024	8/26/2024			8/30/2024
8/26/2024	10 N Main St	Weeds	8/30/2024	8/26/2024			8/30/2024
9/23/2024	21 N 3rd St	Weeds	9/28/2024	9/24/2024			9/28/2024
9/23/2024	577 High St	Cut up dead tree	9/28/2024	9/24/2024			
10/28/2024	705 Robindale Dr	Sidewalk	11/11/2024	10/28/2024			
11/3/2024	577 High St	Dead Tree, High Grass	11/8/2024	11/3/2024			11/8/2024
11/3/2024	577 High St	Overtime parking, expired tags				11/3/2024	11/3/2024
11/17/2024	120 N Main St	Exterior of premis, exterior walls, roofs and drainage, accumulation of junk, outdoor storage, junk vehicle				11/17/2024	
11/24/2024	623 Preston Dr	Outdoor storage, accum. of junk	12/1/2024	11/24/2024			12/1/2024
11/24/2024	264 N Main St	Junk vehicles, outdoor storage, accum. of junk	12/9/2024				
1/13/2025	160 N 4th St	Improvement Made	1/13/2025	1/13/2025			1/13/2025
1/15/2025	71 N4th St St	Gutters	1/31/2025	1/15/2025			
1/27/2025	96 S Marvins Ln	Signage	1/31/2025	1/27/2025			1/31/2025
2/3/2025	539 Preston Dr	Trailer parked in street	2/3/2025	2/3/2025			2/3/2025

Code Enforcement

2/3/2025	108 N 4th St	Trailer parked in street	2/3/2025	2/3/2025	2/3/2025	2/3/2025
2/9/2025	160 N 4th St	Outdoor Storage, trash	2/9/2025	2/9/2025	2/9/2025	2/9/2025
2/9/2025	162 N 4th St	Trash	2/9/2025	2/9/2025	2/9/2025	2/9/2025
2/9/2025	190 N 4th St	Outdoor Storage, trash	2/9/2025	2/9/2025	2/9/2025	2/9/2025
2/9/2025	192 N 4th St	Outdoor Storage, trash	2/9/2025	2/9/2025	2/9/2025	2/9/2025
2/9/2025	121 S Main St	Outdoor Storage	2/9/2025	2/9/2025	2/9/2025	2/9/2025
2/9/2025	234 High St	Outdoor storage of parking blocks	2/23/2025	2/9/2025	2/9/2025	2/23/2025
2/9/2025	160 - 194 N 4th St	Trash by dumpster	2/16/2025	2/9/2025	2/9/2025	2/16/2025
2/24/2025	162 N 4th St	Trash	2/10/2025	2/9/2025	2/9/2025	2/10/2025
3/3/2025	121 S Main St	Roof, exterior walls, exterior of premisses	2/24/2025	2/24/2025	2/24/2025	2/24/2025
3/16/2025	5453 Rhondavui	Trash	3/17/2025	3/3/2025	3/17/2025	3/16/2025
4/14/2025	120 N Main St	Exterior of premisses, exterior walls, roofs and drainage, accumulation of junk, outdoor storage, junk vehicles	3/17/2025	3/16/2025	4/14/2025	3/16/2025
4/28/2025	393 N Main St	High Grass	5/2/2025	4/29/2025		
4/28/2025	393 N Main St	Junk vehicles, outdoor storage	5/12/2025	4/29/2025		
5/5/2025	354 S Main St	High Grass	5/9/2025	5/5/2025		5/9/2025
5/5/2025	615 High St	High Grass	5/9/2025	5/5/2025		5/9/2025
5/5/2025	579 High St	High Grass	5/9/2025	5/5/2025		5/9/2025
5/5/2025	106 N 4th St	Trimming of Bushes	5/9/2025	5/5/2025		5/9/2025
5/12/2025	Chapman St	High Grass	5/16/2025	5/5/2025		5/12/2025
5/12/2025	179 N 4th St	High Grass	5/16/2025	5/12/2025		5/16/2025
5/12/2025	157 N 4th St	Camper, Outdoor Storage, Trash	5/16/2025	5/12/2025		5/16/2025
5/12/2025	157 N 4th St	Tree	5/16/2025	5/12/2025		5/16/2025
5/12/2025	15 N Us Rt 42	High Grass	6/9/2025	5/12/2025		5/16/2025
6/2/2025	121 S Main St	Protective Appliances, Compliance with Order, Criminal Endangering, Responsibility	5/16/2025	5/12/2025	6/2/2025	5/16/2025
6/2/2025	137 S Main St	Weeds	6/6/2025	6/2/2025		
6/2/2025	198 S Main St	Overgrown tree over sidewalk	6/6/2025	6/2/2025		6/6/2025
6/23/2025	295 S Main St	Overgrown bushes over sidewalk	6/6/2025	6/2/2025		
6/23/2025	103 N 3rd St	Weeds, dead tree limbs	7/4/2025	6/23/2025		6/6/2025
6/30/2025	577 High St	Weeds/Tall Grass	7/3/2025	6/30/2025		
6/30/2025	147 N 3rd St	Bushes overgrown on alley	7/4/2025	6/30/2025		
6/30/2025	159 N 3rd St	Bushes overgrown on alley	7/4/2025	6/30/2025		
6/30/2025	344 Chapman St	Bushes overgrown on alley	7/4/2025	6/30/2025		
6/30/2025	885 Windfield Way	Tall Grass	7/4/2025	6/30/2025		
6/30/2025	295 S Main St	Retaining Wall, Roof	7/4/2025	6/30/2025		
6/30/2025	274 N 4th St	Tall Grass, Outdoor Storage, Trash	7/14/2025	6/30/2025	7/13/2025	
7/13/2025	120 N Main St	Grass, Exterior, Trash and Drainage	7/5/2025	6/30/2025		
7/13/2025	15-19 N Us Rt 42	Grass			7/13/2025	
7/27/2025	148 N Fourth St	Grass and Bushes	8/1/2025	7/27/2025		
7/27/2025	575 Royston Dr	Outdoor Storage, Junk Vehicle	8/1/2025	7/27/2025		
7/27/2025	255 Hilltop Ct	Overgrown bushes and trees	8/1/2025	7/27/2025		
7/27/2025	196 S Third St	Grass	8/1/2025	7/27/2025		
		Resolved				
		Improvements				
		Cited				

Finance Director Report

August 4, 2025

Jamie Morley

- The month of June has been reconciled, and reports have been provided for review. The interest for this month is as follows:
 - SWEEP Account: \$15,989.73
 - STAR Ohio: \$2,245.96
 - Primary Checking: \$.38
- Loan 3235 with Ohio Water Development Authority (OWDA) has been paid off as of July 1, 2025. This loan was from 2001 for the elevated Storage Tank (Ferry Tower). The Village still has an active loan 3984 with OWDA, which was for wellfield improvements in 2005. This loan will be paid off in January 2029.
- I updated the Village's website and included a page on visiting downtown Waynesville. I worked with Tina Herring from WMA and included the new brochure with a map of downtown.
- The audit is finally wrapping up and should be finished early next week. Thank goodness! There will be a few recommendations for improving the Village's financial and IT operations, but nothing significant. You should all get an email in a couple of weeks with the auditor's notes and suggestions.

Thank you,

Jamie Morley

Finance Director/Clerk of Council



**Department of
Commerce**

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



Department of
Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

NOTICE TO LEGISLATIVE AUTHORITY

TO

10005248-1 PERMIT NUMBER	TRFO TYPE	SRAM MARKET LLC HOMETOWN MARKET 60 MARVINS LANE Waynesville WAYNESVILLE OH 45068
ISSUE DATE		
7/3/2025 FILING DATE		
C-1 C-2 D-6 PERMIT CLASSES		
83154 TAX DISTRICT	JUN RECEIPT NO	

FROM 7/9/2025

03398455-1 PERMIT NUMBER	TYPE	GROCERYLAND WAYNESVILLE LLC 60 MARVINS LN Waynesville WAYNESVILLE OH 45068
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
83154 TAX DISTRICT	JUN RECEIPT NO	

MAILED 7/9/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN 08/09/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT
THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: JUN TRFO 10005248-1
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING
BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner
☐ Clerk of City Council
☐ Township Fiscal Officer

(Date)

CLERK OF WAYNESVILLE CITY COUNCIL
1400 LYTTLE RD
WAYNESVILLE OH 45068

ORDINANCE NO. 2025-021

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SMITHCORP, INC. IN AN AMOUNT NOT TO EXCEED \$1,158,630 FOR THE FOURTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has sought bids for the Fourth Street Water Main Replacement and Resurfacing Project; 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 Fourth Street Water Main Replacement and Resurfacing Project, 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 \$1,158,630 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 _____, 2025.

Attest: _____
Clerk of Council

Mayor



Date

July 24, 2025

Attention

Chief Gary Copeland

Address

Village of Waynesville
1400 Lytle Road
Waynesville, Ohio 45068

Subject

Fourth Street Water Main Replacement and Resurfacing
WAR-WAY-2301

Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Fourth Street Water Main Replacement and Resurfacing.

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 blue ink, appearing to read "Jacob L. Bertke".

Jacob L. Bertke
Project Manager

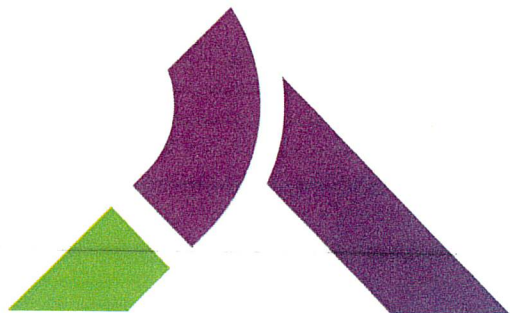
W. Central Ohio/E. Indiana

440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



[illegible]

Fourth Street Water Main Replacement and Resurfacing
Village of Waynesville
July 24, 2025

*1 Total given was \$1,161,130.00

*1 Total given was \$1,161,130.00

Bid Analysis

Village of Waynesville
Fourth Street Water Main Replacement and Resurfacing

	Smithcorp, Inc.	Milcon Concrete Inc.	Performance Site Development	Kinnison Excavating Inc.	Ford Development Corp.	Fillmore Construction LLC	Benchmark Land Management, LLC	Majors Enterprises Inc.
Unit & Total Bid Correspond	*1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Addenda	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Signature Page	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Security	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Property Tax	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
State of Ohio EEO Requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*1 Totals did not correspond.

*2 Missing information.

NOTICE OF AWARD

Owner: Village of Waynesville
Project: Fourth Street Water Main Replacement and Resurfacing
Bidder: Smithcorp Inc.
Bidder's Address: 130 Novner Drive, Cincinnati, Ohio 45215

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/24/2025 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

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

The Contract Price of the awarded Contract is: \$1,158,630.00

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: _____

ORDINANCE NO. 2025-022

AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND / OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Waynesville is planning to make capital improvements for the Fifth and Sixth Streets Water Main Replacement and Resurfacing project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1: The Village Manager is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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

Adopted on this _____ day of _____, 2025

Attest: _____
Clerk of Council

Mayor

ORDINANCE NO. 2024-023

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

WHEREAS, the Village has determined that it is necessary to complete the Fifth Street & Sixth Street Water Main Replacement & Resurfacing Project 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 Fifth Street & Sixth Street Water Main Replacement & Resurfacing Project, in accordance with the proposal attached hereto as Exhibit A.

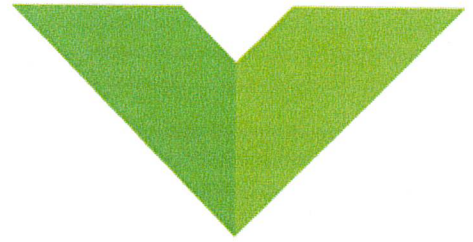
Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$71,200 for said professional services as more fully detailed in the proposal attached hereto as Exhibit A.

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 enter into the professional services agreement at the earliest possible date.

Adopted this _____ day of _____, 2025.

Attest: _____
Clerk of Council

Mayor

**Date**

June 3, 2026

Attention

Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

Agreement for Professional Services
Fifth Street & Sixth Street Water Main Replacement & Resurfacing
WAR-WAY-2501

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Fifth Street & Sixth Street Water Main Replacement & 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 five 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

6/3/2025

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 Fifth Street & Sixth Street in the Village of Waynesville, Ohio.

Project Details

- The project will consist of water main replacement, street resurfacing, and misc. street improvements in the following areas:
 - Fifth Street, between North Street and Franklin Road
 - Sixth Street, between Chapman Road and Franklin Road
 - Chapman Road, between Fifth and Sixth Streets will be included on the survey and preliminary design. It will be determined at a later date whether the area is included based on project costs.
- The total length of Fifth and Sixth Streets is approximately 2,050-feet. The total length of the Chapman Road portion is approximately 400-feet.
- 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 overlayed 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" or 6" 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 2025 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 \$1.2-\$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 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. Schematic Plan
 - iii. General Notes and Details
 - iv. Quantity Summary
 - v. Plan and Profiles (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Pressure Reducing Valve Pit Details
 - vii. Sanitary Sewer Lining Plans and Specifications
 - viii. Maintenance of Traffic Notes
 - ix. Street Resurfacing and Striping Plan
 - x. 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	\$10,600.00
Preliminary Construction Plans	\$4,500.00
Subtotal – Prelim Design	\$15,100.00
Final Construction Plans	\$50,100.00
Construction Bidding Procedures	\$4,000.00
Record Drawings	\$2,000.00
Total	\$71,200.00
Construction Administration Services	Hourly (\$20,000 budget)

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 2025.

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

WAR-WAY-2501

-Project Area Map

Legend

Feature 1

WAR-WAY-2202

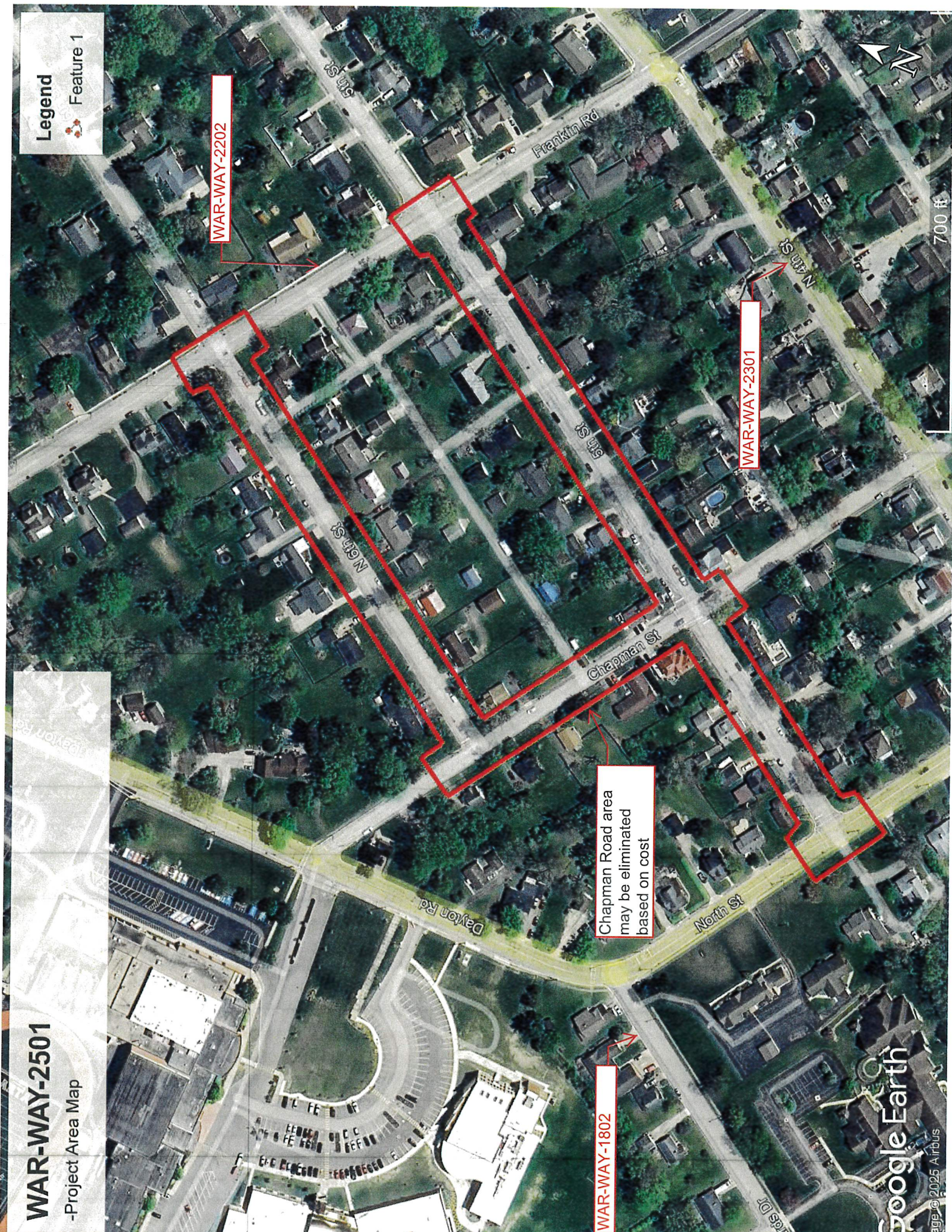
WAR-WAY-2301

Chapman Road area
may be eliminated
based on cost

WAR-WAY-1802

Google Earth

Image © 2025 Airbus



2025 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$165
Professional Surveyor	\$165
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.

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.