



COUNCIL AGENDA

Monday, January 19, 2021 - 7:00 pm
Waynesville Municipal Building

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgements)
- IV. Disposition of Minutes of Previous Meetings
January 4, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Finance Director's Report
 - Police Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021-001

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH LEGEND WEB WORKS LLC FOR PROFESSIONAL WEB SERVICES

ORDINANCE NO. 2021-002

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH LEBANON FORD FOR THE PURCHASE OF ONE 2021 FORD EXPLORER POLICE VEHICLE

ORDINANCE NO. 2021-003

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WARREN COUNTY ENGINEER'S OFFICE FOR PURCHASE OF ROAD SALT AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

February 1, 2021 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee Meeting, February 1, 2021 @ 6:00 p.m.

Finance Meeting, January 21, 2021 @ 5:00 p.m.

January 19, 2021 Council Zoom Meeting:

To connect by phone –

Step 1) Call (253) 215-8782 before the start of the meeting

Step 2) It will request a meeting ID: **868 1977 1958** and Passcode: **467964**

To connect by internet –

Step 1) Go to www.zoom.com

Step 2) Meeting ID: **868 1977 1958**

Passcode: **467964**

<https://us02web.zoom.us/j/86819771958?pwd=ei9iSIVkK2FQTUtROTdaUkJIbKE2UT09>

January 21, 2021 Finance Zoom Meeting

To connect by phone –

Step 1) Call (253) 215-8782 before the start of the meeting

Step 2) It will request a meeting ID: **815 9968 2007** and Passcode: **025422**

To connect by internet –

Step 1) Go to www.zoom.com

Step 2) Meeting ID: **815 9968 2007**

Passcode: **025422**

<https://us02web.zoom.us/j/81599682007?pwd=eVovUm9xYVFhWjcyN2Z5ODYwUIhzQT09>

**Village of Waynesville
Council Meeting Minutes
January 4, 2021 at 7:00 p.m.**

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

Village Staff Present: Jeff Forbes, Law Director; Chief Gary Copeland, Village Manager and Safety Director; Jamie Morley, Clerk of Council

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, January 4, 2021. Due to Covid-19, this meeting was a teleconference using Zoom which is allowable by Ohio SB 365.

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Mayor Isaacs called the meeting to order at 7:00 p.m. and asked Mr. Lauffer to lead Council in the Pledge of Allegiance.

Mr. Blankenship led in a moment of prayer at Mayor Isaacs's request.

Mayor Acknowledgements

None

Disposition of Previous Minutes

Mr. Colvin made a motion to accept the minutes from the Special Council Meeting held December 21, 2020 at 6:00 p.m. as written and Ms. Dedden seconded the motion.

Motion – Colvin
Second – Dedden

Roll Call – 7 yeas

Mrs. Miller made a motion to approve the Council meeting minutes from December 21, 2020 at 7:00 p.m. as written and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 7 yeas

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Public Recognition

None

.....

Old Business

None

.....

Reports

Finance

The Finance Committee will meet on January 21, 2021 at 5:00 p.m. through Zoom teleconferencing and the public is welcome.

Public Works Report

Public Works met this evening and worked on polishing the Emergency Water Agreement with Warren County and encourages the public to weigh in on the agreement.

Special Committee Report

None

Village Manager Report

- No formal report as was on vacation last week.
- Would like to thank Mr. Gallagher and all of Council for contributing suggestions on the Emergency Water Agreement. Hoping to have this passed and agreed on with Warren County in time for the Ferry water tank project.

Police Report

- Would like to thank the Mayor for coming last week to swear in the newest full-time staff member, Officer Logan Greenwood. He will be working the midnight shift.

Financial Director Report

None

Law Report

None

New Business

Mrs. Miller made a motion to nominate Ms. Dedden as President Pro Tempore and was seconded by Mayor Isaacs.

Motion – Miller
Second – Isaacs

Roll Call – 7 yeas

Legislation

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

None

Executive Session

None

Mr. Blankenship made a motion to adjourn and was seconded by Mr. Colvin. All were in favor to adjourn at 7:14 p.m.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2021-001

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT
WITH LEGEND WEB WORKS LLC FOR PROFESSIONAL WEB SERVICES**

WHEREAS, the Village of Waynesville has requested proposals for professional web services related to the Village website; and

WHEREAS, Legend Web Works LLC submitted a satisfactory proposal for said services.

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

Section 1. The Village of Waynesville accepts the proposal of Legend Web Works LLC.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Legend Web Works LLC for professional web services related to the Village website pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay for said professional services in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



1 Confirm Your Package

Responsive with CMS Tools

\$3,700 setup / \$80 per month plus tax

Please Note: The following items may incur additional cost if they are not included in this agreement.

- Entering or importing any website content.
- Creating original text, images or logos for the website including logos not submitted in vector eps format
- Any consultations or requests beyond the terms of this agreement
- All offsite consultations including travel time. Consultations may be at Legend Web Works or via online meeting.

2 Optional Services with this plan

- Logo & Branding Package: \$2500 setup due at beginning of project [Learn More](#)
- SSL Certificate: \$99 setup / \$120 per year [Learn More](#)
- Google Analytics & Reporting: \$99 setup / \$10 per month [Learn More](#)

3 Payment Terms & Conditions

Non-refundable setup fee: \$ plus selected optional services

Recurring service fee: \$ plus tax due per month (Website package)

Service fee start date: **01-Feb-2021** (This offer is subject to change if not signed prior to the service fee start date)

Service term minimum: **12** (Thereafter your service will convert to a month-to-month term)

Additional Terms and Conditions

Please feel free to contact us with any questions:

Email: sales@legendwebworks.com

Phone: **513.492.9008**

Please Note: All service fees within the service term minimum are due regardless of early cancellation.

- We must receive your setup fee and a completed agreement prior to initiating any work.
- Cancellation requests must be submitted via our Cancellation Form. A signed Cancellation Form must be received by Legend Web Works, LLC a minimum of sixty (60) days prior to the end of your Billing Cycle. Cancellations submitted later than this time may result in automatic renewal of your service plan.
- Invoices and the current billing policy are available via your online account at www.LegendWebWorks.com.

All computer code created by us for your website is the intellectual property of Legend Web Works, LLC. In the event you desire to use this computer code on your own or a third party's server, you must purchase the rights to such computer code at the current fair market value, but in no event less than \$2,500 plus \$250 per website page. Should you use this computer code on your own or a third party's server without our permission, we will invoice you for the fair market value of the computer code (but not less than \$2,500 plus \$250 per website page) and you agree to pay such invoice within thirty days of receipt.



A copy of this agreement will be emailed to the Contact Email provided above.

[Agree & Submit](#)

[Privacy Policy](#)

© Copyright 2021 [Legend Web Works, LLC](#)

ORDINANCE NO. 2021-002

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH LEBANON FORD FOR THE PURCHASE OF ONE 2021 FORD EXPLORER POLICE VEHICLE

WHEREAS, the State of Ohio has advertised and received bids for the purchase of 2021 Ford Explorer Police Vehicle; and

WHEREAS, the Village wishes to purchase one 2021 Ford Explorer Police Vehicle for use by the Village's Police Department; and

WHEREAS, Lebanon Ford was the lowest and best bidder for the purchase of 2021 Ford Explorer Police Vehicle with a bid of \$35,217.00.

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

Section 1. The Village of Waynesville accepts the State's 2021 Ford Explorer Police vehicle specifications and agrees that Lebanon Ford is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Lebanon Ford for the purchase of one 2021 Ford Explorer Police vehicle in accordance with the specifications attached hereto as Exhibit A.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$35,217.00 for the purchase of one 2021 Ford Explorer Police vehicle.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Phone: (866) 427-5575

Cincyautos, Inc. D.B.A.

LEBANON FORD

VEHICLE PURCHASE CONTRACT
AND/OR DEPOSIT RECEIPT

Deal No. **20009129**

Cust. No. **CV2009921**

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford (Seller) the following:

Date **01/11/2021**

Salesperson **RICHARD SUPE**

Order # _____

PURCHASER

VEHICLE

Name **VILLAGE OF WAYNESVILLE**

Address **1400 LYTLE RD**

City **WAYNESVILLE** State **OH**

County _____ Zip Code **45068-8482**

Home Phone _____ Bus. Phone **513-836-0326**

Cell Phone (1) _____ Cell Phone (2) _____

Email _____

NEW DEMO RENTAL UNIT USED

Yr. **2021** Make **FORD** Stock No. **MGA64412**

Model **EXPLORER K8A** Body Type **MP**

Color **UM AGATE BLACK METALLICPLC**

V.I.N. **1FM5K8AB1MGA64412** CC _____

All repairs & accessories must be completed with in 30 days of delivery.

TRADE-IN (1)		PURCHASE	
Yr N/A	Make N/A	Selling Price	35217.00
Model N/A		Protection Package	N/A
Vin # N/A		Added Equip.	N/A
Mileage N/A		Doc Fee	N/A
Stock # N/A		Ext Serv Agrmnt	N/A
TRADE-IN (2)		N/A	N/A
Yr N/A	Make N/A	N/A	N/A
Model N/A		N/A	N/A
Vin # N/A		N/A	N/A
Mileage N/A		SUB TOTAL	35217.00
Stock # N/A		Sales Tax	N/A
Combined Allowance	N/A	New License <input type="checkbox"/>	N/A
Deposit	N/A	Trans <input type="checkbox"/>	N/A
Cash Due	N/A	Temp <input type="checkbox"/>	N/A
N/A	N/A	Title <input type="checkbox"/>	N/A
		TOTAL CASH PRICE	35217.00
TOTAL CREDITS	N/A		(N/A)

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads **7** miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ **N/A** OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

X _____
Purchaser(s)

WARRANTY INFORMATION/OWNER DECLARATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, AUTO CENTER USA, INC FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

I/WE HEREBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE THIS **12** DAY OF **Jan**

X _____
Purchaser(s)

TRADE-IN BALANCE OWED TO	TRADE-IN PAYOFF	N/A
<input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's installment and/or Security Agreement is part of this Vehicle Purchase Contract.	BALANCE DUE	35217.00

RICHARD SUPE — FOR OFFICE USE ONLY —

ACV. _____ UNPAID BALANCE OF CASH PRICE DUE FROM

C. _____ **FLEET**

D.F.M. _____

_____ purchaser initials DUE BILL is part of this contract

_____ purchaser initials HOLD CHECK agreement is part of this contract

ACCEPTED
LEBANON FORD

by _____

**VEHICLE INVOICE
COMMERCIAL SALES**

LEBANON FORD



Invoice No. **MGA64412**

770 Columbus Ave.
Lebanon, OH 45036
(513) 932-1010
www.lebanonford.com

Deal# 20009129
Cust# CV2009921

SOLD TO: **VILLAGE OF WAYNESVILLE** DATE: **01/11/2021**

ADDRESS: **1400 LYTLE RD**

CITY, STATE, ZIP: **WAYNESVILLE, OH 45068-8482** BUSINESS PHONE: **513/836-0326**

VEHICLE DESCRIPTION		NEW <input type="checkbox"/>	CAR <input type="checkbox"/>	FLEET <input type="checkbox"/>	CODE
		USED <input type="checkbox"/>	TRUCK <input type="checkbox"/>	RETAIL <input type="checkbox"/>	
STOCK NO. MGA64412	YEAR 2021	BASE PRICE OF VEHICLE		\$	35217 00
MAKE FORD	MODEL EXPLORER				
COLOR UM AGATE BLACK METALIC	TRIM TRIM	DOCUMENTARY FEES		\$	N/A
KEY NO. A N/A	KEY NO. B N/A	DELIVERY FEES		\$	N/A
VIN 1FM5K8AB1MGA64412		ACCESSORIES		\$	N/A
MILEAGE 7	SALESMAN RICHARD SUPE				
DELIVERING DEALER: LEBANON FORD 770 COLUMBUS AVE LEBANON OH 45036					
ATT: RICHARD SUPE					
PHONE: 513/932-1010		TOTAL PRICE OF VEHICLE		\$	35217 00
INSTRUCTIONS:		SALES TAX	N/A %	ST: N/A	\$
				CO: N/A	\$
		TITLE FEES		\$	N/A
		REGISTRATION FEES		\$	N/A
PO.	VENDOR NO.				
TERMS: N/A	LEASE NO.				
FED I.D. NO. 31-1693878		TOTAL SELLING PRICE		\$	35217 00

PURCHASER'S SIGNATURE: _____

DATE: **01/11/2021**

ORDINANCE NO. 2021-003

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WARREN COUNTY ENGINEER'S OFFICE FOR PURCHASE OF ROAD SALT AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville desires an agreement to purchase road salt through the Warren County Engineer's Office; and

WHEREAS, the Warren County Engineer's Office meets all applicable State and local requirements through the bid process for salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits the Village of Waynesville to enter into an agreement with the Warren County Engineer's Office for road salt for the 2021-2022 winter season; now

NOW, THEREFORE BE IT ORDAINED, by the Council for the village of Waynesville, ___ members elected thereto concurring:

SECTION 1. That the Village Manager is hereby authorized to enter into an agreement to participate with the Warren Country Engineer's Office for the bidding and purchase of 200 ton of road salt for the 2021-2022 winter season.

SECTION 2. That the Village of Waynesville has allocated its own storage space to receive and store salt being bid and awarded in this contract.

SECTION 3. That Village Manager is hereby authorized to file and sign all documents associated herewith including the forwarding of the estimated salt needed for purchase as prepared by the Village of Waynesville.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate 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 enter into the agreement at the earliest possible date.

Adopted this ___ day of _____.

Clerk of Council

Mayor

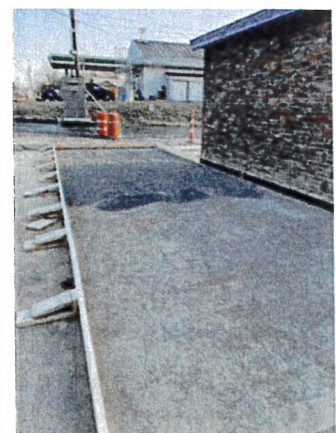
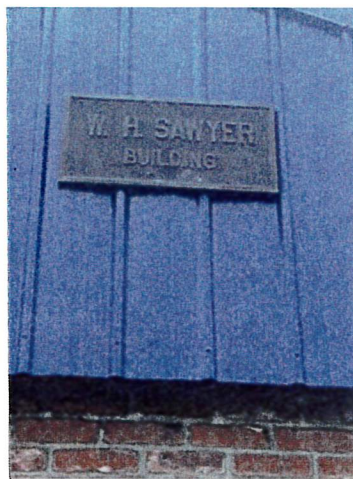
Council Report

January 19, 2021

Chief Copeland

Manager

- The Village Council meeting will be by Zoom on January 19th because of the increase of COVID cases in our area.
(Zoom or Phone Dial: (253) 215-8782 / Meeting ID: 86819771958 / Passcode:467964)
- Epanel Plus has continued to work on the water distribution building (Sawyer Building). Charlie advised that the two doors are on backorder. I have provided photos of the Sawyer Building plaque that was taken off the old building and installed on the new building. In addition, they have begun installing the overhead water distribution lines that will feed the water-haulers trucks and they are installing the water overflow drain in the new cement poured driveway.



- I located a Community Development Block Grant (CDBG) which is through the Warren County Grant Administration office. This grant is for the 2021 fiscal year and is awarded through the County. I spoke with Susan Mason from the Warren County Grants Administration Office regarding the qualifications for this grant. I have submitted a grant application for the installation of sidewalks on the north side of Franklin Road from 5th Street to Lytle Road. The application was submitted with an itemized quote from Joey Neace of Ed's Concrete, an overview map of the project locations, and a support letter from the Wayne Local Schools (Superintendent and CFO/Treasurer). The grant amount I am seeking is \$34,000.00 for materials and labor. This quote also includes tree removal.
- We have received several complaints of the flagpole lights not working. They have gone out several times over the years because of the water getting into the sidewalk encased lights and shorting them out. A subsequent investigation of the inground light fixtures revealed that it was going to be a difficult and costly fix. I had Gary Coffman install solar powered flag lights for a fraction of the cost. In addition, since they are solar powered, they use no electricity. I have included photos for your review.



- The Council will have an ordinance to approve on Tuesday for a contract with Legend Web Works. We received quotes from Legend Web Works, Anderson the Fish, and Sean Dickens for restructuring the Village website. Legend Web Works appeared to be the best fit for our needs out of the three vendors. They provide the web design for Wayne Local Schools, the Village Chamber, and other municipalities. We will receive a discount (\$500) for being a member of the Chamber. The cost is \$3,700 to design and set everything up and \$80 per month to maintain and make changes. In addition, there is a \$99 setup fee for cyber security protection with a \$120 yearly fee. Kelly Miller recommended them based on the work they do for the Schools Chamber.
- I have provided the Council with a final draft of the Emergency Water agreement with Warren County. After a few minor recommendations, Mr. Forbes completed a draft that has been submitted to Mr. Chris Brausch for reconsideration. Chris will be sending it to Bruce McGary for review to consider approval or if additional revisions are needed.

- SmithCorp Inc. has almost completed the lateral lines on the Phase III OPWC project on High, Edwards and Miami Streets. They will be sampling and testing main waterline and laterals to put them in service. We did locate a storm drain near 39 Edwards that had a temporary repair several years ago and will need to be replaced before the repaving and property restoration in the spring. The line had an insert put in within the street and could collapse a small section of the road at any time. We are currently researching if there is enough money in the OPWC grant to have SmithCorp add it to the project or if we need to get additional bids for the storm waterline repair.

- Nelson McKeever and I met with Jake of Choice One on Tuesday, January 12th at 11am regarding the Lytle Ferry Water Tower project. The project specification have been completed by Choice One and can be available for your review. I would like Council to decide on a tower color to add to the bid packets. It is currently white and I recommend either light blue or light grey. By changing the color it will help us identify that all areas have been painted and white shows too much aging and dirt. We will need to contract a qualified inspector for the job. Choice One will provide recommendations that they have used in the past. I also advised them to check with Wessler because they specialize in water and have done good work for the Village in the past. We will also need to discuss containment with the contractor that is awarded the project, because there is one home in the nearby area. Below is the time frame we agreed on:
 1. Advertise the project on February 2nd
 2. Make specification packets and bids available on February 19th
 3. Open and award the winning bid/contractor on March 1st
 4. Advise the contractor to give us a 30 day notice prior to starting the project so we can make arrangements with the County. We prefer Not in July or August because of low level aquifers and increased usage by customers.

Police

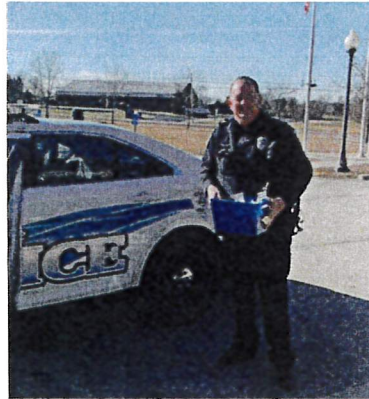
- The December's Mayors Court report and 2020 Annual Mayors Court report have been attached for your review. If you have any questions or concerns, please feel free to contact me or Ashley at your earliest convenience.

- The Department continues to work on achieving all the groups and provisional certifications of the Ohio Collaborative Law Enforcement Agency through the State Community Police Advisory Board and Office of Criminal Justice. We received the certification for Safe Policing for Safe Communities which meet the standards of the Presidential Executive Order #13929. A copy of the certificate is attached.

- Officer Logan Greenwood was sworn in by Chief Copeland and Mayor Isaacs as the newest full-time officer on December 30, 2020. His official full-time status began on January 3, 2021.



- Corporal Jeff Little received some treats for the police department over the weekend. The Grubb family celebrated Officer Appreciation Day by dropping off snacks and bottled water for the officers.



- The Russ family presented the police department with a \$100 gift card to the Butter Churn for Christmas and the Blankenship family gave the department a \$100 gift card for the Hometown Market. The gift cards will be used for the staff if the Council approves the gift acceptance. I want to thank both families for their contribution to our department.
- Officer Kevin Fickert has been awarded the 2020 Officer of the Year for the Waynesville Police Department. Kevin has been with the department for over 8 years and has done a great job. He has been an asset to the department and has worked for several years as the Mayor Court Bailiff.



EMERGENCY TEMPORARY WATER PURCHASE AGREEMENT

This Emergency Temporary Water Purchase Agreement (the Agreement) is entered into on the dates stated below, for the purchase of water to meet emergencies, by and between Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("County") and the Village of Waynesville, 1400 Lytle Road, Waynesville, Ohio 45068 ("Village"), an incorporated village whose boundaries are located entirely within Warren County, Ohio.

WHEREAS, the County's Water and Sewer Department is a regional water supplier capable of supplying surplus water to surrounding communities and jurisdictions; and

WHEREAS, the Village owns, operates, and maintains a waterworks system, and is capable of supplying limited quantities of surplus water to the County through an existing interconnection; and

WHEREAS, the County pursuant to Ohio Rev. Code §§ 307.15 and 6103.02 and 6103.21 et seq. has the authority to sell surplus water to the Village; and the Village pursuant to Ohio Rev. Code § 715.08 et seq. and the provisions of its ordinances, codes, or charter has the power to sell water to the County.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the County and Village, in a cooperative effort to provide each other with a temporary source of domestic water to meet emergencies, hereby agree as follows:

Section 1 - Definition of Terms.

"Buyer": Either the County or the Village when needing to purchase water from the other entity.

"Seller": Either the County or the Village when requested by the other to sell water.

"Water": Potable, safe water, treated with conditioning actions as normally supplied by the Seller to its Customers.

"Customers": Residents, corporations, and other purchasers of the buyer's government district.

"Emergency" (with respect to buying/selling water): The temporary inability of the Buyer to supply its current billable customers with safe, potable water, thus causing an immediate threat to life, health, or property of the customers. Examples of "Emergency" include but are not limited to main breaks, flooding, natural disaster, sabotage, source water contamination, electrical failure, and unforeseen or planned equipment maintenance.

~~"Water Service Area" this is where we can add an exhibit or rough description of the extent of where responsibilities begin and end for both parties...MAP~~

Commented [JDF1]: I see no real purpose to have a map of either party's service area. I don't see how it is relevant to the purpose of an emergency water agreement.

"Commodity Rate": The lowest cost per 1000 gallons of water that the government entity (County or Village) charges its residential customers within its jurisdiction limits. Commodity rate as applied to the Village will be the rate it charges customers inside the Village Corporate limits. For example, as of 1/1/2021, the County has a commodity rate of \$4.43/1000 gallons of water. The Village as of 1/1/2020, has a commodity rate of \$3.59/1000 gallons of water. In this example, in the event that either party is buying or selling; the rate will be \$3.59/1000 gallons of water.

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Section 2 - Purpose of the Agreement.

In the event of an emergency, the Buyer shall buy water from the Seller subject to the capacity of the Seller, as determined in the sole discretion of the Seller, to provide the water requested and as provided for in this Agreement.

This Agreement is limited to the purchase and sale of water for temporary emergency purposes only, for a period of time not to exceed 45 consecutive days. The parties may enter into separate agreements dealing with the purchase and sale of water between Warren County and Waynesville, for other purposes, but such agreements shall not affect this Agreement.

Section 3 - Notification.

Whenever possible, the Buyer shall inform the Seller 24 hours prior to water usage, allowing the Seller to make necessary system changes to supply the requested water. If prior notification is not possible the Buyer shall inform the Seller immediately upon water usage, through phone calls, voice messages, email, electronic texts, or other reliable communication means.

COUNTY CONTACT: _____ **VILLAGE CONTACT:** _____

Phone : _____ **Phone:** _____
Email: _____ **Email:** _____
***ADD POINT OF CONTACT FOR BOTH PARTIES. OR COUNTY CALL OUT PHONE NUMBER**

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Section 4 - Water Supply Period.

In no event, without the written consent of the Seller, shall this agreement require providing temporary emergency water to the Buyer to meet an emergency for a longer period than 45 days.

Section 5 - Interconnections.

Water shall be measured and/or estimated through interconnections at the following location(s):

- 1) Buyer: Village; Seller: County. At a meter vault located near 4095 Lytle Road. [the water meter is located in a vault chamber on the south side of the road and the Village owned valve is always off until the County is notified by the Village of the intended use.] Either party shall have the right to test the accuracy of the relevant meter, at its own cost, upon

written notification to the other party. The meter shall be repaired or replaced by Warren County should the meter test inaccurate by more than 10%.

- 2) Buyer: Village; Seller: County. At a meter vault located near 3050 St. Rt. 73. [the water meter is located in a vault chamber on the north side of the road and the Village owned valve is always off until the County is notified by the Village of the intended use.] Either party shall have the right to test the accuracy of the relevant meter, at its own cost, upon written notification to the other party. The meter shall be repaired or replaced by Warren County should the meter test inaccurate by more than 10%.
- 3) Buyer: County; Seller: Village. At a meter vault located near the intersection of St. Rt. 42 and Corwin Road and the County owned valve is always off until the Village is notified of the intended use. Either party shall have the right to test the accuracy of the compound (high and low flow) meters, at its own cost, upon written notification to the other party. The meter shall be repaired or replaced by the Village of Waynesville should the meter test inaccurate by more than 10%.

Additional interconnections may be created during the term of this Agreement. To be included for use for emergency water, additional interconnections must be identified and described through modifications to this Agreement (see Section 13).

Each party, throughout the term of this Agreement, will allow unrestricted access to the meters and meter pits for the purpose of monitoring and operation of the equipment. When accessed, the owning party will be notified each time. For safety purposes, the large meter vaults shall be kept closed with access obtained using a hatch key. Each entity shall be responsible for the use of appropriate safety measures including, but not limited to, confined space entry and traffic control.

Section 6 - Compensation.

The Buyer shall compensate the Seller for emergency water supplied by the Seller at the lowest commodity rate of either party in effect at the start of the Emergency.

The Seller shall invoice the Buyer and the Buyer shall provide payment within thirty calendar days in accordance with the rates set forth above.

During any conditions that qualify as an Emergency under this Agreement, Village of Waynesville Ordinance No. 2018-052 related to Public Water Supplier System Capacity Charges and Usage Fees shall be deemed to be waived and of no application, except as provided in Section 7 of this agreement.

The compensation described above shall be the only compensation due and payable under this agreement. Neither party shall be responsible for payment of any flat fees, including, but not limited to repair/replacement fees, capital improvement fees, or billing fees.

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Section 7 – Frequency of Occurrence and Compensation Rate.

Each emergency starts a new 45-day period under this Agreement. Water service by the Buyer shall not be reestablished for a short period for the purpose of establishing multiple emergencies or extending the purchase of water beyond the 45 day term, unless ~~priorly mutually~~ agreed to by both parties.

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~~* Added because there will be times where a project may exceed 45 days) *ask Jeff if this is okay. If he feels it's unnecessary, please help me understand why.~~

Section 8 - Water Quality.

The Seller shall provide the Buyer with water of a quality satisfactory to the Ohio Environmental Protection Agency. The Seller shall have no responsibility for the quality of water once it passes through the interconnection defined in Section 5 of this Agreement and into the Buyer's distribution system. Each entity shall make their annual consumer confidence report information available to fulfill Ohio EPA customer reporting requirements.

Section 9 - Agreement Term.

The term of this Agreement shall be for a period of ten (10) years from the later date of signature executed by the parties for this Agreement. Either party has the right to terminate this Agreement by giving written notice to the other party one year in advance of termination.

Section 10 – Existing Waterworks.

The Village and County will continue to own, operate, and maintain their independent and separate waterworks, service their respective water customers, and extend and/or alter their respective waterlines and services within their water service areas. Nothing in this Agreement will be construed to alter or expand the service area or jurisdiction of any party to this agreement. Nor shall either party be required to violate the terms of any agreements relating to its respective service area or jurisdiction.

Section 11 – Commodity Water Rates.

Both the Village and the County have the sole right to set commodity rates for their respective water customers.

Section 12 – Previous Agreements.

There are no other agreements regarding the purchase or sale of commodity water between these parties .

Section 13 – Future Modifications.

This Agreement may be modified or amended only by a separate written instrument duly authorized and executed by both the Village and the County.

Section 14 – Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. Neither party may assign or otherwise transfer its rights and obligations in this Agreement without the written consent of the other party.

Section 15 – Controlling Law and Venue.

This Agreement shall be construed under the laws of the State of Ohio. The parties irrevocably consent to the exclusive venue for any disputes or controversies arising out of or relating in any way to this Agreement or the performance thereunder being in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and waive any right to bring or remove such matters to any other state or federal court.

Section 16 – Validity.

A determination that any part of this Agreement is invalid will not invalidate or impair the force or effect of any other part hereof, except to the extent that such part is wholly dependent for its operation upon the part declared invalid.

Section 17 – Execution.

VILLAGE OF WAYNESVILLE

IN EXECUTION WHEREOF, the Council of the Village of Waynesville has authorized this Agreement to be executed on the date stated below by its Village Manager, pursuant to Ordinance No.

_____ dated _____, 2019.

VILLAGE OF WAYNESVILLE

SIGNATURE:

NAME: Gary Copeland TITLE: Village Manager

DATE:

Approved as to form: VILLAGE LAW DIRECTOR

Jeffrey D. Forbes

WARREN COUNTY

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this Agreement to be executed by

its _____,
on the date stated below, pursuant to Resolution No. _____ dated _____, 2019.

**WARREN COUNTY
BOARD OF COUNTY
COMMISSIONERS**

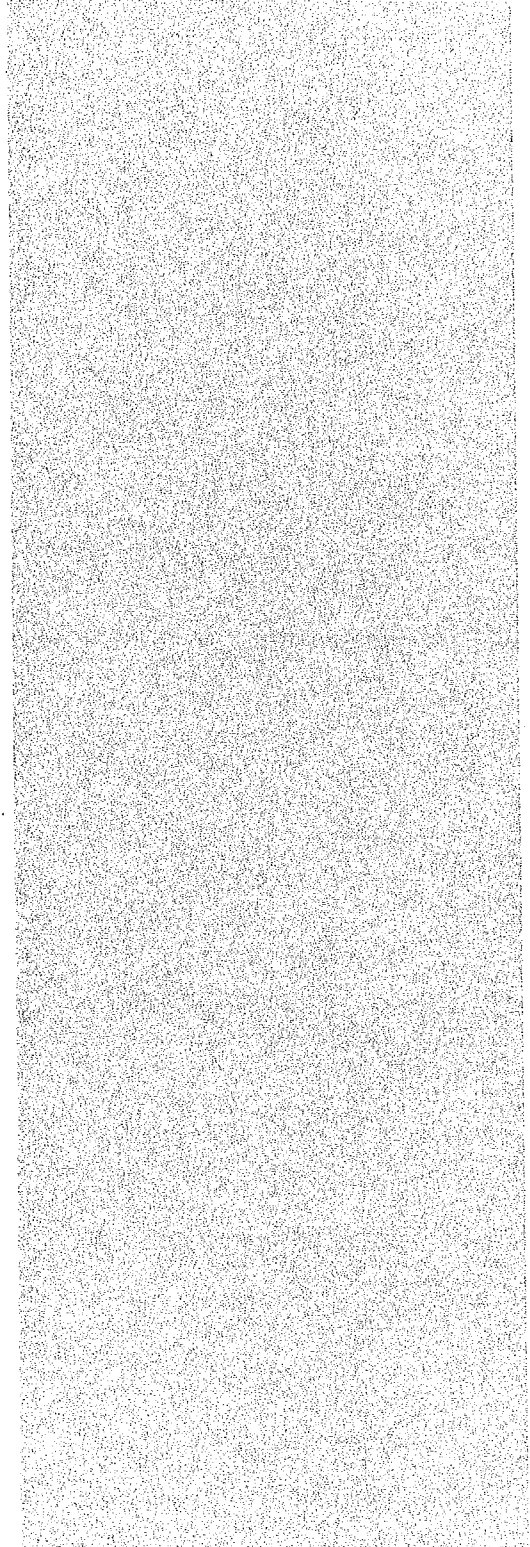
SIGNATURE:

NAME:

TITLE:

DATE:

Approved as to form by:
DAVID P. FORNSELL
PROSECUTING ATTORNEY WARREN COUNTY, OHIO



Asst. Prosecutor

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3017324.1

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Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for December 2020

Page : 1
Report Date : 01/04/2021
Report Time : 13:25:52

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$0.00	\$10.00	\$10.00
COMPUTER FUND	\$270.00	\$4,113.00	\$5,671.00
LOCAL COSTS	\$1,228.50	\$17,495.25	\$24,885.28
Additional Costs	\$0.00	\$29.00	\$267.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$250.00
City Revenue From Fines	\$3,660.00	\$51,572.09	\$60,266.69
Fees			
Fees	\$381.50	\$3,117.10	\$6,807.03
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$-1,035.41	\$-1,625.94
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$5,540.00	\$75,301.03	\$96,531.06
State Revenue From:			
Court Costs			
GENERAL REVENUE	\$0.00	\$15.00	\$15.00
VICTIMS OF CRIME	\$270.00	\$4,109.75	\$5,567.00
DRUG LAW ENFORCEMENT FUND	\$101.50	\$1,494.50	\$1,967.00
INDIGENT DEFENSE SUPPORT FUND	\$775.00	\$11,375.00	\$15,299.78
Total to State:	\$1,146.50	\$16,994.25	\$22,848.78
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$43.50	\$640.50	\$843.00
Restitution			
Restitution	\$140.00	\$2,983.77	\$5,436.63
Total to Other:	\$183.50	\$3,624.27	\$6,279.63
TOTAL REVENUE *	\$6,870.00	\$95,919.55	\$125,659.47
*Includes credit card receipts of	\$1,200.00	\$32,206.77	\$38,474.77

END OF REPORT

WAYNESVILLE MAYOR'S COURT

1400 LYTTLE ROAD

WAYNESVILLE, OHIO 45068

Phone: (513) 897-8020 Fax: (513) 897-2025

Waynesville Mayor's Court is one of seven operating in Warren County and one of over 300 throughout the State of Ohio. Mayor's Courts have the authority to hear cases involving traffic and criminal offenses in alleged violation of local ordinances and state traffic laws. The Mayor's Court is imperative for an efficient Ohio court system, as it provides the ability to prevent minor offenses from reaching courts with significant caseloads.

Court personnel includes: *Magistrate Wm. Robert Kaufman, Prosecutor Mark Webb, and Clerk of Courts Ashley Richardson.* All staff completed training necessary to maintain compliance with state requirements.

This year we faced unprecedented times due to COVID-19. Governor DeWine declared a State of Emergency in Ohio in February/March causing us to continue cases from the beginning of March. We ended up canceling 5 court dates due to the orders. We were in recess until June 8th.

The 2020 year started with 278 open cases. A total of 466 new cases were filed in 2020, consisting of:

29 Misdemeanor Criminal

424 Misdemeanor Traffic

2 OVI

11 Other (Parking, High Weeds, Garbage, Etc.)

There were 474 cases closed throughout the year. There was 1 case transferred to Warren County Court. At year end, 269 Mayor's Court cases remain open.

Defendants that failed to appear in court or failed to comply with any court orders were issued warrants and/or license forfeitures, for a total of 75 warrants for the year. There were 81 warrants cleared either by the defendant appearing in court to answer to the charges against them or by paying the required monies owed. The new year will start with 81 open warrants and 85 open license forfeitures from previous years ranging from 2005 through 2020.

Financially, Mayor's Court brought in revenue of \$ 95,919.55 for the year. The break down is:

\$ 75,301.03 to the City

\$ 16,994.25 to the State

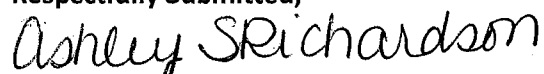
\$ 640.50 to Warren County for the ALC Fund

\$ 2,983.77 to local businesses for restitution

Waynesville Mayor's Court utilizes the Attorney General's Office Collection Agency to try to collect monies on cases overdue. There was a total of 14 cases sent to collections throughout the year and a total of 11 were closed due to collecting all necessary monies from the AGO Collections. The total amount received was \$1,165.00.

If you have any questions or would like additional information, please feel free to contact me.

Respectfully Submitted,



Ashley S. Richardson

Police Clerk / Clerk of Courts



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Provisional Certification

Waynesville Police Department

SAFE POLICING FOR SAFE COMMUNITIES

*has been deemed provisionally compliant with the above standards as established by the Ohio
Collaborative Community-Police Advisory Board*

January 11, 2021

Karlton F. Moore, Executive Director

2020

VILLAGE OF WAYNESVILLE
POLICE OFFICER OF THE YEAR

Kevin Fickert

Recognized for your outstanding service, dedication and commitment which you have bestowed towards the Village of Waynesville community. The recipient of this award was eligible, nominate, and approved as the 2020 Officer of Year.

Presented this 19th day of January 2021



Chief Gary L. Copeland

FINANCE COMMITTEE MEETING

November 19, 2020 @ 5:00 p.m.

Members present: Joette Dedden, Brian Blankenship, Connie Miller

Staff Present: Kitty Crockett, Finance Director; Jamie Morley, Clerk to Council

Guests in attendance: Chris Colvin

1. Mrs. Miller made a motion to approve the Finance Committee minutes as written for October 22, 2020 and was seconded by Mr. Blankenship.
3 Yeas
2. Ms. Crockett asked the Committee to consider transferring money from the water fund to the water capital fund. She recommended transferring \$500K as this has only been done once in a couple years and used to be done yearly. Each fund has about 1.2 million of cash. The water capital fund is the fund that pays for big projects such as the new generators at the wellfield and Phase III that were done in 2020. The repainting of the tower will come out of capital in 2021. A new well and/or a new water tower will also come out of capital. Ms. Dedden asked why the 2020 water capital revenue is more than projected. Ms. Crockett explained that reflects the 300K transfer made in January 2020 from the water fund to water capital.
 - Mr. Blankenship made a motion to transfer \$500K from the water fund to the water capital fund and was seconded by Mrs. Miller.
3 Yeas
3. Ms. Crockett said that all the CARES Act money has been encumbered as required by the County Auditor. This had to be done by November 20, 2020. This money will mostly be applied to the police payroll due to the percentage of calls of service where there was possible exposure to COVID-19.
4. Ms. Dedden made a motion for the Committee to go into executive session at 5:26 p.m. to discuss employment of public employees and was seconded by Mr. Blankenship.
3 Yeas
5. The Committee came out of executive session with all members present at 5:54 p.m.
6. Mrs. Morley informed the Committee that RITA will send out postcards to inform residents of the .25% Village income tax increase at the beginning of January.
7. Mr. Blankenship made a motion to adjourn the meeting at 5:56 and all were in favor.