



COUNCIL AGENDA

Monday, February 1, 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 21, 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:
 - Rules of Council

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE 2021- 004

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER INVESTMENT FUNDS (2 YEAR CD) AND DECLARING AN EMERGENCY (CD ROLLOVER)

ORDINANCE 2021-005

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN EMERGENCY WATER SERVICE AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS

Second 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

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

February 16, 2021 at 7:00 pm

Upcoming Meetings and Events:

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

Finance Meeting, February 18, 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: **869 3209 7991** and Passcode: **215801**

To connect by internet –

Step 1) Go to www.zoom.com

Step 2) Meeting ID: **869 3209 7991**

Passcode: **215801**

<https://us02web.zoom.us/j/86932097991?pwd=cnhNUUZZSIZiYXovcEVpQXN2ZTB4Zz09>

**Village of Waynesville
Council Meeting Minutes
January 19, 2021 at 7:00 p.m.**

DRAFT

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 Tuesday, January 19, 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 Ms. Dedden to lead Council in the Pledge of Allegiance.

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

Mayor Acknowledgements

Mayor Isaacs wished Chief Copeland a Happy Birthday.

Disposition of Previous Minutes

Mrs. Miller made a motion to accept the minutes from the Council Meeting held January 4, 2021 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

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Old Business

None

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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 will meet February 1, 2021 at 6:00 p.m. and encourage the public to attend.

Special Committee Report

None

Village Manager Report

- The water distribution building is nearing completion. The old bricks and plaque have been reused from the old Sawyer building. Epanel Plus has incorporated a new drainage system on the Main Street side to connect to the current drain in the building. Cement should be poured next week. One door will be installed and two are backordered but are expected soon.
- Applied for a Community Development Block Grant through Warren County Grant Administration to finish the sidewalk along Franklin Street from Fifth Street to Dayton/Lytle. Received a quote from Ed's Concrete of 34K and submitted this along with the application and survey. The grant scored a 67, which is looking good to receive the grant. The next step is for approval from the County Commissioners. If approved, the grant would pay for the whole project to install sidewalks within Village easements along Franklin Street.

- Replaced the lights that shine on the flags at night with solar powered ones. The old ones were waterlogged and no longer worked.
- Ordinance provided tonight to approve a contract with Legend Webworks for construction of a new Village web page. This company created the school, Sauerkraut Festival, and chamber web sites. Also, met with Kelly Miller to get her insights on the company, which she recommended. Received 3 quotes, Legend Webworks appears to be the best choice for the Village.
- The updated Emergency Water Agreement with Warren County has been sent to Chris Brausch for review.
- Met with Nelson and Mr. Elliott to discuss a plan to feed customers during the Lytle-Ferry Water Tower Project. Looking at reusing the old PRV that was just replaced with the vault at the Friends Meeting House and place it between Adamsmoor and the Covey Station. This may allow the system to supply all customers during the project with the Covey tower.
- SmithCorp has completed the lateral lines and just waiting on swab testing and pressure tests to switch the mains. They will return in the spring to complete restoration and repave the streets when weather is better.
- Met with Jake from Choice One to go over timeline of the Lytle-Ferry Water Tower Project. The project will be advertised on February 2, specification packets and bids will be available Feb 19, and accept and open bids on March 4. The company must provide 30 days' notice before starting the project.

Police Report

- Year end Mayor's Court report has been provided.
- Continue to work on certifications for the Ohio Collaborative Law Enforcement Agency. This ensures our policy and procedures meet the Attorney General standards and will give us a head start if a police reform bill is adopted.
- Officer Logan Greenwood was sworn in as the newest full-time officer.
- Corporal Jeff Little received much appreciated goodies on behalf of the department from the Grubb family.
- The Russ family presented the police department with a \$100 gift card to the Butter Churn for Christmas. The Blankenship family also donated to the department a \$100 gift card to Hometown market. These are appreciated and will be used to feed the officers during firearm certification. Asking Council to accept the gifts.

- Officer Fickert has been awarded Officer of the Year. He has been with the department for nine years as the Court Bailiff and has done a great job.

Ms. Dedden thanked Ashley for the Mayor's Court year end report. She wanted to reaffirm that this year was 6K less than last year because of COVID. Officers were instructed to have minimal contact with the public, which means less tickets were written. There were also a couple months that Mayor's Court was not held because the Government Building was shut down.

At this time, Mayor Isaacs lost connectivity and Ms. Dedden assumed control of the meeting.

Ms. Dedden asked the law director if it was okay to accept gift cards from a Council member. Mr. Forbes responded that it was fine as it was a gift to the department and not an individual.

Ms. Dedden also asked for further elaboration on the optional services that were listed on the contract with Legend Webworks (exhibit A to Ordinance 2021-001). Ms. Morley responded that the initial set up is \$3700 with \$80 a month. The optional services offered are a \$2,500 fee to design a new logo. There was also the option of SSL Certificate, which Ms. Morley did recommend, for extra security for the encryption of data and will be required by Google in the future. The last option is Google analyst, which is to help boost the presence of webpage during browser searches. Ms. Morley stated that she did not feel this was necessary as the web page is a municipality and there is little competition.

Mr. Colvin asked if the Village is not awarded the Community Block Grant what are other options. Chief Copeland responded that there is another grant called the Safe Route to School Grant that would have to be in collaboration with Wayne Local Schools and much more in depth and offered through ODOT. The Village could also use money from the sale of the back acreage of the Government Center.

Ms. Dedden thanked the street department for taking down the wreaths and Christmas decorations along Main Street.

Financial Director Report

None

Law Report

None

Mr. Colvin asked if Mr. Forbes has heard anything about President Trump's Executive Order on the refugee placement and if anything was ever resolved out of the litigation? Mr. Forbes responded that he has not heard of anything and is not aware of any local impact.

New Business

None

Legislation

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

Mr. Colvin asked if any new equipment would have to be purchased. Ms. Morley responded that this was just to write the code to create a whole new web page, no new equipment will be necessary. She elaborated that there will be a series of 4 meetings to develop a new and more user-friendly web site. This will allow the Village to better communicate with residents. Mr. Colvin asked if the Village could purchase the code. Ms. Morley stated she would have to ask the company for further details and would get back with Mr. Colvin.

Mr. Gallagher asked who currently has access to the Facebook account. Ms. Morley responded that she does and can access it afterhours to update it as necessary.

Mr. Colvin stated that he agreed that the SSL Certificate option should be included with the contract. This will ensure people that the site is legitimate and not a fake site.

At this time, Mr. Isaacs rejoined the meeting.

Mr. Gallagher stated that he would like to see a search bar within the new site and the agendas arranged so the newest is at the top of the list.

Ms. Dedden made a recommendation to select the \$3,700 set up fee and only select the option for the SSL certificate on the contract. She also confirmed that Ms. Morley will check on purchasing the web site code if the Village decides to go to another company.

Ms. Dedden made a motion to have the first reading for Ordinance 2021-001 and Mr. Colvin seconded the motion.

Motion – Dedden

Second – Colvin

Roll Call – 7 yeas

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

Mr. Colvin asked if there were additional things that would have to be done to the vehicle before it is operational. Chief Copeland stated equipment would need to be ordered through another vendor such as cages and striping. The price is state bid. Chief Copeland also stated that this is

part of the two-year vehicle rotation schedule to ensure the cruisers are safe and still maintain some trade in value. He elaborated that the current police fleet consists of 5 vehicles, 2 SUVs and 3 Cruisers. There is also an old Crown Vic that sits at the school for an omnipresence. This will add a third SUV to the fleet as Ford has stopped making sedans for police.

Ms. Dedden stated that the appropriations include a new cruiser every two years and is part of the fleet maintenance program for the police vehicles. It also ensures there are safe, reliable vehicles for the officers.

Ms. Dedden made a motion to have the first reading for Ordinance 2021-002 and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 7 yeas

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

Mr. Blankenship made a motion to waive the two-reading rule for Ordinance 2021-003 and Mr. Gallagher seconded the motion.

Motion – Blankenship
Second – Gallagher

Roll Call – 7 yeas

Mr. Colvin asked if this is the same amount ordered in the past. Chief Copeland responded that the Village could order up to 200 ton of road salt but does not have to order the full amount and is delivered in 50-ton increments.

At this time, Mr. Blankenship asked if Chief Copeland could look into purchasing a speed trailer to discourage speeding around town. Chief Copeland stated he is researching the cost and will get back to Council.

Mr. Blankenship also asked about the amount of lead lateral service lines from the meter to resident’s homes. Chief Copeland responded that the Village meets all the EPA standards, which have gotten more stringent in recent years. Furthermore, Mr. McKeever is researching the possibility of grant money to help with the costs for individual homeowners to replace these lead service lines.

Mrs. Miller made a motion to adopt Ordinance 2021-003 as an emergency and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions

None

Executive Session

None

At this time, Mr. Gallagher updated Council on the status of the Emergency Water Agreement with Warren County. He stated that Chris Brausch of Warren County Water and Sewer asked the Village to remove references of section 7 and Ordinance 2018-052. Council did not have any questions or comments on the proposed changes.

Mr. Gallagher asked Chief Copeland if he could provide a master plan of the water system giving water line sizes and such. Chief Copeland stated he would speak with Mr. McKeever. He also stated that the water department is in the process of mapping the water system electronically.

Mr. Colvin made a motion to accept the gift cards presented to the police department and was seconded by Ms. Dedden.

Motion – Colvin
Second – Dedden

Roll Call – 7 yeas

At this time Council discussed how to have the next Council meeting. The State of Ohio has passed legislation to allow municipalities to have virtual public meetings through July. It was decided that Ms. Morley would research the possibility of having a hybrid meeting to have some members on Zoom and other members socially distanced within the Council chambers starting with February meetings.

Mr. Blankenship made a motion to adjourn and was seconded by Mr. Colvin. All were in favor to adjourn at 8:14 p.m.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE 2021- 004

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR
TO TRANSFER INVESTMENT FUNDS (2 YEAR CD) AND DECLARING AN
EMERGENCY (CD ROLLOVER)**

WHEREAS, Section 36.02 of the Waynesville Codified Ordinances provides that all investment activities shall be undertaken by the Finance Director; and

WHEREAS, the purpose of the investment account is to allow for the maximum return on the Village's excess cash balances consistent with complete safety of the portfolio's principal value and liquidity desired; and

WHEREAS, one of the Village CDs has matured and is recommended to rollover into a new CD; and

WHEREAS, the Finance Director has determined that such rollover of certain funds will satisfy this purpose.

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

SECTION 1: That the Finance Director is authorized to transfer certain investment funds in the Village investment account as more fully set forth in Exhibit A attached hereto and incorporated herein by reference by a rollover of a maturing CD to a new CD.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to authorize the CD rollover at the earliest possible date in order to take advantage of appropriate interest rates.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Exhibit A for Ordinance 2021-004

1- 24 month CD for \$250,000

ORDINANCE 2021-005

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN EMERGENCY WATER SERVICE AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Village of Waynesville and the Warren County Board of Commissioners have determined that it is in the best interest of both entities to enter into an emergency water service agreement.

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

SECTION 1: That the Village Manager is hereby authorized to execute an emergency water service agreement substantially in the form of the agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to have an emergency water agreement in place at the earliest possible date in order to maintain the current level of water service to Village water customers.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

EMERGENCY TEMPORARY WATER PURCHASE AGREEMENT

This Emergency Temporary Water Purchase Agreement (the "Agreement") is entered into on the dates stated below, by and between Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 ("County" unless otherwise provided herein) and the Village of Waynesville, 1400 Lytle Road, Waynesville, Ohio 45068 ("Village" unless otherwise provided herein), an Ohio municipal corporation, 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.

"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.

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 the County and the Village, 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 : _____

Email: _____

Phone: _____

Email: _____

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 written modifications to this Agreement as provided in 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; and when accessed the owning party will be notified each occurrence. For safety purposes, the large meter vaults shall be kept closed with access obtained using a hatch key. Each entity will 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 is hereby deemed to be waived and of no application.

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.

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 mutually agreed to in writing by both parties.

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 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.

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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 _____, 2021.

VILLAGE OF WAYNESVILLE

SIGNATURE: _____

NAME: Gary Copeland TITLE: Village Manager

DATE: _____

Approved as to form:
VILLAGE LAW DIRECTOR

Jeffrey D. Forbes
Date: _____

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 _____, 2021.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

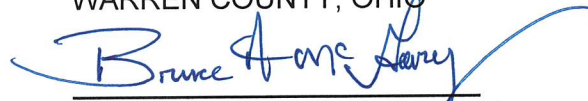
NAME: _____

TITLE: _____

DATE: _____

Approved as to form by:

DAVID P. FORNSELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



Bruce A. McGary, Asst. Prosecutor
Date: 1/20/2021

3017330.1

Mayor and Council,

I had several questions from both the Council and Finance meetings concerning the contract with Legend Webworks contract concerning building the new web site. After speaking with them, I hope this will answer all your questions. Again, please look over other municipal web pages, if there are things/ideas that you like let me know.

1. What does the Village get for the \$80 monthly fee?

This includes hosting on the server, security upgrade to the server, and editing tools. Please see attached email for further cost breakdowns. The Village will have the capability to edit about 90% of the web page.

2. Can the Village purchase the code /web site if we decide to go to another company?

The Village will own the content and images. The code itself is proprietary software, but the Village is welcome to take the design and can purchase the HTML version with no editing tools. If the company were to go out of business - then the code is the Village's as they will not have any need for it.

3. Security?

Because the web page is not built using well known software like Word Press (which we currently use) or Weebly, it is not as easy to hack. Plus, there is the server and firewall that will have to be hacked first, then less known code with different security built ins.

4. SSL Certificate?

This will ensure secure website and users will not get warning from Google that it is an unsecure web site. It will also encrypt contact forms and data sent from the users to us.

5. Process?

The Village will have a series of 4 meetings. Each meeting will be about 2 to 3 weeks apart and we will be given a list of what we will need to proceed. We will be assigned a coder and developer to work closely with the Village during this time.

- First meeting: Discovery meeting - we tell our list of everything we want included in the web site. Give them an idea of the layout and colors we envision for the site.
- Second meeting: Mood Boards – we will be presented with 3 layout versions, 3 color palettes, and fonts. We can pick and choose which ones we like.
- Third meeting: Mockup Design - we will be presented with how the page will look on the PC, tablet, and phone. Let them know what needs to be tweaked and then they will build the website with our data.
- Fourth Meeting: Punch List – we will clean up anything that we do not like or is not working. After that we go live.

Jamie Morley

From: Jesse Kankowski <jesse@legendwebworks.com>
Sent: Wednesday, January 6, 2021 5:10 PM
To: Jamie Morley
Subject: Website Information and Pricing

Importance: High

Good Evening Jamie,

Thank you so much for taking the time to speak with me today, I really appreciate the opportunity.

We would love to help the Village with your website redesign and logo.

Below, I have broken down information from our call including costs and website examples. If there is anything you feel that is missing, please let me know and I would be happy to send over.

Website:
\$3700/\$80 per month

- Includes 4 design meeting to build your brand and website
- You will be walked through in a step-by-step process for colors, styles, fonts, and functionality.
- Your monthly cost covers hosting(server costs), domain registration/renewals, up to 10 email addresses and your editing tools.
- You can choose from a variety of features that are included including contact forms, a custom form of up to 20 fields, frequently asked questions, meeting minutes and Facebook pulls so people can see your social media directly from your website, gallery pages and much more!
- NOTES: This cost includes the \$500 discount to being a member of the Waynesville Chamber of Commerce.

SSL:
\$99 setup/\$120 per year

- This is needed on all sites per Google at this time to avoid giving your customers a warning message and is mandatory across the board for any e-commerce site collecting money and personal or payment information.

Logo Package:
\$2500

- A full logo development would include text along with logo/icon and/or other design features.
- We include all relevant file formats and in different variations as well, such as black/white for print purposes.
- For more information on what is included in our logo package, you can go here:
 - <https://www.legendwebworks.com/services/websites/>

WEBSITE EXAMPLES:

Below, I am listing some sites that we have launched more recently so you can see our work:

<https://www.choosedeerfield.com/>
<https://www.hamilton-township.org/home/>
<https://www.symmestownship.org/>
<https://www.clearcreektownship.com/>

EDITING TOOLS:

I also wanted to include a link to our help desk. We provide free editing tool training at any time, but we also have videos for our clients so you can get assistance after hours if you like as well. Feel free to use this link to see some of our videos and how easy our software is to use.

<https://model5.legendwebworks.com/editing-tools/home-page/>

AGREEMENT:

Per our conversation, I am including an agreement so you can see the terms and conditions ahead of time as you go through the process. Please do not hesitate to ask me any questions you may have.

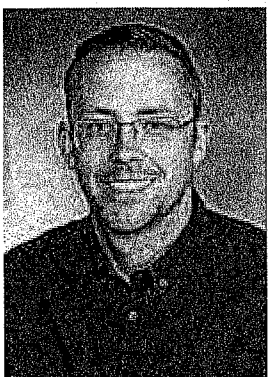
<https://webservice.legendwebworks.com/contact/web-service-form-1/village-of-waynesville-147/>

CONCLUSION:

The process will take about 14-16 weeks on average from when we get the signed agreement to build a new site.

Please let me know if you have any questions, you can call/text my cell phone at any time.

Have a great evening!



Jesse Kankowski

President & COO | Legend Web Works

m: 513-254-9081

p: 513-492-9008 x103

e: jesse@legendwebworks.com

3484 Irwin Simpson Road
Mason, OH 45040

www.legendwebworks.com



The information contained in this message from Legend Web Works, LLC and any attachments are confidential. It is not intended for transmission to, or receipt by, anyone other than the addressee(s), or a person authorized to deliver it to the named addressee(s). If you have received this message in error, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return email and delete the original message.

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

Package Includes:

- One custom branded home page
- Four design consultations
- Admin tools to edit text and photos
- Admin tools to edit seo information
- Management of 1 domain of your choosing
- Secure business class hosting
- Built-in website statistics
- Up to 10 POP3 email accounts

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: **\$3,799** plus selected optional services

Recurring service fee: **\$80** plus tax due per month (Website package)
\$120 plus tax due per year (SSL Certificate)

Service fee start date: **01-Mar-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



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.

You agree that any website content you provide to us for use in the website we create for you does not infringe the copyright or other intellectual property right of any third party.

Our maximum liability to you pursuant to this agreement shall not exceed one (1) month's service fees we have received from you pursuant to this agreement.

In the event we are required to pursue a legal remedy against you for your breach of this agreement, we shall be entitled to collect from you our reasonable attorney's fees and expenses incurred in pursuing such remedy.

This agreement will be governed by the laws of Ohio, and any disputes shall be resolved in the state courts sitting in Hamilton County, Ohio, or the United States District Court for the Southern District of Ohio, and you agree to submit to the personal jurisdiction of any such court in the event of a dispute.

Legend Web Works, LLC reserves the right to modify or terminate this agreement at any time with 60 days written notice.

4

Your Contact Information

Primary Domain:	<input type="text" value="villageofwaynesville.org"/>
Company Name:	<input type="text" value="Village of Waynesville"/>
Contact Name:	<input type="text" value="Gary Copeland"/>
Contact Email:	<input type="text" value="gcopeland@waynesville-ohio.org"/>
Contact Phone:	<input type="text" value="5138978015"/>
Street Address:	<input type="text" value="1400 LYTLE ROAD"/>
Address Line 2:	<input type="text"/>
City:	<input type="text" value="WAYNESVILLE"/>
State:	<input type="text" value="Ohio"/> ▼
Zip:	<input type="text" value="45068"/>
Payment Method:	<input type="text" value="Pay by check"/> ▼

5

Authorization

By signing below:

- I agree to contract Legend Web Works, LLC to perform the services outlined in this agreement.
- I agree to pay all service fees within the service term minimum regardless of early cancellation.



29-Jan-2021

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

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

Deal No. **20009129**

Cincyautos, Inc. D.B.A.

LEBANON FORD

VEHICLE PURCHASE CONTRACT
AND/OR DEPOSIT RECEIPT

Date **01/11/2021**

Salesperson **RICHARD SUPE**

Cust. No. **CV2009921**

770 Columbus Ave, Lebanon, OH 45038

Order # _____

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

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): _____

NEW DEMO RENTAL UNIT USED

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

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

Color **UM AGATE BLACK METALlic PL**

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

Email _____
All repairs & accessories must be completed within 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		N/A	N/A
Stock # N/A		N/A	N/A
		SUB TOTAL	35217.00
		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.

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

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
Initials X			

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**



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	TBIM EICC	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	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**

Council Report

February 1, 2021

Chief Copeland

Manager

- The Village Council meeting will be by Zoom on February 1st due to the COVID-19 pandemic.
(Zoom or Phone Dial:(253)215-8782 / Meeting ID: 869 3209 7991 / Passcode: 215801)
- I provided Mr. Chris Brausch a copy of the Emergency Water Agreement that was reviewed and approved by the Waynesville Village Council. Mr. Brausch reexamined the amended copy and found it to meet the needs of the County. The contract was forwarded by Mr. Brausch to Assistant County Prosecutor Bruce McGary. Mr. McGary found the agreement to be acceptable and he signed it on January 20th. Council will be voting on an emergency ordinance to approve the Emergency Water Agreement as presented in the exhibit. When the agreement is approved by Council, it will be sent to the Warren County Commissioners for approval.
- We received a complaint regarding the condition of the Village signs. After checking it was revealed that the signs do need reconditioning. The Maintenance Department has begun repairing and repainting the signs in the Village as observed in the photos below.



- I advised the Village Council of a Community Development Block Grant (CDBG) that I was applying for through the Warren County Grant Administration Office. I completed the application and the CDBG surveys that were required to move forward in the process. The Village is requesting \$35,000.00 to install a sidewalk on the north side of Franklin Road from 5th Street to Lytle Road. I was advised by Susanne Mason that we meet the qualifications and our application has been sent to the Commissioners for their review.
- The Village received its PWS 2021 License from the EPA to Operate the water facility.

- I am providing a bid advertisement for the Lytle Ferry Water Tower project for your review. The advertisement will be posted on February 4th and indicates the specification packets will be available for pickup on February 19th. The rehabilitation and painting of the tower is expected to cost an estimated \$180,000-\$200,000 as quoted by Choice One Engineering in their scope of service data that Council received in the November 16th Manager's Report. The Public Works Committee agreed that we should hire an engineer or consultant to supervise the project. We received a proposal from Nelson Tank Engineering and Consulting company to be on site fulltime through the whole project for \$25,200.00. I have attached a copy of the agreement that includes their services and responsibilities for your review. I am researching other companies like Wesslers Engineering to get additional quotes before an ordinance to enter into an agreement is presented to Council. I will keep Council updated on any additional proposals received.
- The Maintenance staff removed the Christmas decorations from Main Street and has stored them away for another year.



- We reopened the Village Gov Deals account to sell surplus items on the internet. We are currently gathering the necessary information and photos of the old leaf truck to post. I will evaluate the condition and parts to establish a reserve price to start at. For example the tires are fairly new and have a \$500 – \$750 value. The truck has already been approved by Council and added to the surplus list.
- Operators of the water department noticed a production increase last week at the well field at which time they initiated a search for a waterline break. A subsequent investigation found that the waterline at 136 StRt 42 had a break. In addition, another break was located in the area. Both breaks were immediately attended to and repaired.



- I have provided two printed photos of two parcels that have been listed for sale. They are parcel # 0501426018 and # 05014760037, which are located off Church Street and Old Stage. It was brought to our attention that one of these locations could be a potential park. I believe the parcel connecting to Old Stage has potential, but the lot off Church Street does not because it would have very little accessibility. The listing real estate agent is SC2jmwiliamsrealty.com. I will reach out to him to ascertain if they would entertain the thought of breaking up the parcel and selling 1-3 acres for a park. I will keep Council posted on any information received.
- The Waynesville Area Chamber is hosting a ribbon cutting for the Bridge Community Hub located at 98 S. Main Street on Saturday, February 13th at noon.

Police

- The Department has received the final certifications from the Ohio Collaborative Law Enforcement Agency through the State Community Police Advisory Board and Office of Criminal Justice for the completion and certification of the training modules offered. Copies of the certifications have been included for your records.

- Micalene Villamagna from the National Property Inspections Office dropped off some donuts to the officers over the weekend for appreciation of the service the officers provide.



- I have included the 2020 Drug Task Force annual report for your review. In addition, the 2021 municipal contribution invoice is provided. The Village contribution has been \$5,668.00 for the past two years and I recommend that we participate with the same contribution amount for 2021. A cover letter addressed to the Council is attached and we have prepared an emergency ordinance for your approval.
- We have ordered and installed new identifying license plates for all the cruisers. This will bring a more professional look, uniformity, and accountability with the vehicle assignments.



- Officer Kevin Fickert was presented with the Waynesville Police Department 2020 Officer of the Year award on Monday, January 25, 2021.



Gary Copeland

From: Mason, Susanne <Susanne.Mason@co.warren.oh.us>
Sent: Tuesday, January 19, 2021 10:45 AM
To: Gary Copeland
Subject: RE: Waynesville County Block Grant Application

Thanks Chief. It looks as if 67% of your respondents are low-mod income, so your project qualifies. We will keep our fingers crossed that the Commissioners select your project. It will probably be a month or so before decisions are made.

-----Original Message-----

From: Gary Copeland <gcopeland@waynesville-ohio.org>
Sent: Tuesday, January 19, 2021 9:28 AM
To: Mason, Susanne <Susanne.Mason@co.warren.oh.us>
Cc: Gary Copeland <gcopeland@waynesville-ohio.org>
Subject: FW: Waynesville County Block Grant Application

Susanne,

I have included the grant application survey forms for your review. It was difficult as several homes were not willing to provide their information. In addition, our road officers received complaints of a scam in the area, but we did manage to get several forms completed. I hope this meets your needs and thank you very much for all your help. Please let me know if you need addition information or if I can be of any assistance to you.

Sincerely,

Gary Copeland
Police Chief / Village Manager

Gary Copeland

From: Mason, Susanne <Susanne.Mason@co.warren.oh.us>
Sent: Tuesday, January 12, 2021 9:46 AM
To: Gary Copeland
Subject: RE: Waynesville CDBG Application
Attachments: Survey Form 2020 .docx

Got it. Thanks, Chief.

As soon as you're able, we will need to do the attached income survey. Do you think you'd be able to do the survey within the next few weeks?

To perform a survey, the survey should be sent (or door -to-door in person, or email, etc, whatever method you'd like) to each household that will benefit from the project.

You need three key pieces of information: address, number of people in the household, and income range. After you receive everyone's responses you can see if they qualify. When you look at the form, you'll see a number next to each range. That is the number of people that can live in a home and still be considered low income. So, for example, if a house has 6 members and their income is \$85,000, they would qualify as low income. But if their neighbor has only five members and they also make \$85,000, they would not qualify.

Let me know if you need more clarification or help with the survey.

Susanne

-----Original Message-----

From: Gary Copeland <gcopeland@waynesville-ohio.org>
Sent: Tuesday, January 12, 2021 9:35 AM
To: Mason, Susanne <Susanne.Mason@co.warren.oh.us>
Cc: Gary Copeland <gcopeland@waynesville-ohio.org>
Subject: Waynesville CDBG Application

Susanne,

As per our conversation I am submitting this application for your review. I want to thank you for your assistance and let me know the next step in this process. The installation of this sidewalk would be a great asset to the community and would provide a safer route of travel for children to and from school. I believe this is the first time the Village has participated in this grant and we appreciate the opportunity to be considered. Thank you again and please feel free to contact me for additional assistance.

Sincerely,

Gary Copeland

Village Manager/Safety Director

Confidential* Income Survey

Community: _____

County: _____

Benefit Area: _____

Address of Household _____

Total Number of Household Members (include yourself, spouse, children, etc.): _____

Income Range of Household
(Total Gross Annual Income of All Persons)
Check the box below that corresponds to your
household's income range:

	Income Limit Ranges	
1	<u> \$0 </u> - <u> \$48,350 </u>	<input type="checkbox"/>
2	<u> \$48,350 </u> - <u> \$55,250 </u>	<input type="checkbox"/>
3	<u> \$55,250 </u> - <u> \$62,150 </u>	<input type="checkbox"/>
4	<u> \$62,150 </u> - <u> \$69,050 </u>	<input type="checkbox"/>
5	<u> \$74,600 </u> - <u> \$80,100 </u>	<input type="checkbox"/>
6	<u> \$80,100 </u> - <u> \$85,650 </u>	<input type="checkbox"/>
7	<u> \$85,650 </u> - <u> \$91,150 </u>	<input type="checkbox"/>
8	<u> \$91,150 </u> - <u> \$above </u>	<input type="checkbox"/>

Source: <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

For Local CDBG Administrators Use Only

Date of Survey: _____

Name of Surveyor: _____

LMI Qualified: Yes No No Response**

* Information is "confidential" in that it is intended for use only by the local government staff administering this program and HUD personnel responsible for program oversight and that information and records will only be released as permitted by state and federal law, pursuant to written request made by authorized persons in conformance with the Ohio Revised Code.

** A good faith effort must be made to collect information from the "no response" household.

ADVERTISEMENT FOR BIDS

Village of Waynesville
Ferry Road Water Storage Tank Painting

Bids for the Ferry Road Water Storage Tank Painting project will be received by the Village of Waynesville at the Village Office, 1400 Lytle Road, Waynesville, Ohio 45068, until Friday, February 19, 2021 at 10:00 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work: The painting and rehabilitation of the Village of Waynesville's Ferry Road elevated water storage tank.

Information and Bidding Documents for the Project can be found and downloaded at the following website: choiceoneengineering.com/projects-out-for-bid. All official notifications, addenda, and other Bidding Documents will be offered through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office of Choice One.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

The bid notice is also available at www.villageofwaynesville-ohio.org.

Owner: Village of Waynesville

By: Chief Gary Copeland

Title: Village Manager

Date: February 2, 2021



Nelson Tank Engineering & Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between the VILLAGE OF WAYNESVILLE (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 250,000-Gallon Water Storage Tank (PROJECT) at Waynesville, OH (LOCATION) is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Twenty-Five Thousand Two Hundred Dollars (\$25,200). Terms of Payment shall be detailed in Section II.
C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Debra Otberg
Proposed by CONSULTANT

January 25, 2021
Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

250,000-Gallon Tank Painting & Repairs

I. Full Time Inspection Services

- A. Review Contractor's crew size and equipment for ability to meet specification requirements and time constraints.
- B. Review structural repairs or appurtenance modifications for specification requirements.
- C. Review abrasive and coating materials for approved manufacturers.
- D. Review compressed air for cleanliness (i.e. oil, moisture).
- E. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- F. Review abrasive blast cleanliness for specification requirement using SSPC Visual Standards.
- G. Review coating mixing, thinning, induction time and application for manufacturer's requirements.
- H. Monitor environmental conditions prior to and during coating application (ambient temperature, surface temperature, relative humidity and dew point).
- I. Review applied coating for dry film thickness, coverage, uniformity, holidays and cure.
- J. Collect appropriate samples for pre-disposal laboratory testing.
- K. Prepare daily inspection reports detailing above mentioned items and daily progress.

II. Miscellaneous Provisions

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.

- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Collection of samples will be taken during regularly scheduled visits. If additional sampling is requested that cannot be completed during a regular visit, it shall be considered an additional service.
- D. Consultant shall provide review and recommendations for pay requests submitted by Contractor.
- E. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

250,000-Gallon Tank Painting & Repairs

1. Payment for inspection services detailed in Section I shall be \$25,200. All fees are time and material per Section III. The following is an example and estimate of the anticipated fee schedule:

Inspector Level I	8 hrs	@ \$75/hr	=	\$600
Per Diem		@ \$120/day	=	\$120
Estimated Daily fee:				\$720

Estimated daily fee (\$720) X Inspection length (35 days **) = \$25,200

** Project length assumed at 8 weeks.

7 weeks of actual inspection based on 5 days per week

7 weeks of inspection X 5 days per week = 35 days

2. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
3. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

Section III

Additional Service Fees

<u>Labor Class</u>	<u>PER HOUR</u>
Project Manager.....	\$120.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$100.00
Project Engineer - Level I.....	\$ 90.00
Inspector - Level II.....	\$ 85.00
Inspector - Level I.....	\$ 75.00
Secretarial Services.....	\$ 50.00
Modeling or CAD.....	\$120.00

Expenses

Mileage.....	\$1.00/mile
Meals, Lodging.....	\$120 per diem
Air Travel.....	Business class
Car rental.....	Full size

Laboratory Testing

TCLP (One metal).....	\$ 85.00
TCLP (Ten metals).....	\$350.00
Background Soil (Total lead).....	\$ 45.00
Paint Sample (1 Metal).....	\$ 50.00
Paint Sample (2 Metal).....	\$ 60.00
Paint Sample (3 Metal).....	\$ 70.00

NELSON TANK ENGINEERING AND CONSULTING, INC.
AGREEMENT

General Conditions
(Owner Document)

I. BASIC PROVISIONS

- A) The parties agree to deliver all executed documents upon signing of the Services Agreement.
- B) The Owner agrees to furnish Consultant with sufficient copies of all documentation necessary to contract for the work to be completed according to the Services Agreement.
- C) All times provided for in the Services Agreement shall commence upon the dates specified therein. Consultant shall commence work upon execution of the Services Agreement.
- D) Consultant shall verify all physical data, measurements and other information prior to the commencement of work and report any ambiguities, errors, conflicts or discrepancies to Owner. Consultant shall not be liable to the Owner for failure to report any such ambiguities, discrepancies, errors or conflicts unless Consultant knew or should have reasonably known of the same.
- E) Upon request and within a reasonable time of the execution of the Services Agreement, Consultant agrees to provide Owner with Certificates of Insurance or any other evidence of insurance as may be required. At this time, a preliminary conference with Owner shall be held if either party has unclarified questions or ambiguities with regard to the discharge of the Services Agreement.
- F) The parties intend that the Services Agreement along with all collateral documents thereto including this Schedule of General Provisions shall constitute all of the contract documents between the parties for the services to be rendered. It is the intention of the parties to adopt all business practices, trade customs and technical definitions as used in the construction industry pertaining to facilities in the interpretation of the Agreement. All ambiguities raised by either party to the Agreement shall be subject to interpretation in writing agreed to by the parties or as settled by mediation as provided herein.
- G) The Agreement and all collateral documents may be amended, supplemented, revised or deleted only by written document entered into by the parties which will include change orders as provided herein.

II. MATTERS PERTAINING TO THE AVAILABILITY OF OWNER'S FACILITIES

- A) The Owner shall furnish Consultant with unencumbered access to the facility as described in the Services Agreement along with all documentation deemed reasonably necessary by the Consultant as a condition precedent for the performance of Consultant's services.
- B) The Consultant may rely upon the technical information and physical data provided by the Owner with regard to the specifications, characteristics, dimensions and condition of the facility and other assets upon which the Consultant has been retained to work.
- C) Consultant may rely upon the technical information provided by the Owner in performing its services and shall not be responsible for errors based upon incomplete or erroneous data supplied by the Owner. If Consultant discovers any defects in the performance of services contracted for by the Services Agreement, Owner agrees to issue any necessary change orders providing for such additional work as necessary to correct the defect in question and to authorize payment for any and all additional services or material required by the Consultant to complete Consultant's services.
- D) Defects undiscovered by Consultant when estimating the work to be done under the Services Agreement, shall be called to the Owner's notice immediately upon discovery. Owner shall be responsible for the safety and protection of the Consultant with regard to any such unsafe conditions that exist with regard to the facility.

III. INSURANCE

- A) Consultant shall purchase and maintain such liability and other insurance as is appropriate for the services being rendered and furnished and will provide protection from claims which may arise out of Consultant's performance and furnishing of services and Consultant's other obligations under the Services Agreement whether to be performed by Consultant, subcontractor, or supplier or by anyone directly or indirectly contracted for or employed by them.
- B) Owner shall purchase and maintain such property, liability and other insurance as appropriate for risks attendant to the property upon which Consultant shall perform services and Owner shall make available for Consultant's inspection Certificates evidencing such coverage extending to Consultant, subcontractors and suppliers and include coverage for the respective officers and employees of such parties.

- C) All insurance coverages required by these general conditions shall be for not less than limits of liability required by the Services Agreement or the laws and regulations of the State of Ohio or the federal government. All insurance contracts identified to this Agreement shall contain provisions or endorsements that coverage shall not be canceled, materially changed or renewal refused without at least thirty (30) days prior written notice to the Owner and Consultant and to any other insured to whom a Certificate of Insurance has been issued.
- D) The Owner and Consultant intend that all policies purchased in accordance with this Article III will endeavor to protect the Owner, Consultant, subcontractors and suppliers and all other persons listed as additional insureds and will provide primary coverage for losses and damages. Any such policy purchased in accordance with this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Additionally, the Owner waives all rights against the Consultant, subcontractors, consultants and the officers, Directors, employees and agents of any of them for any loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to the Owner's property caused by or arising out of fire or other peril, whether or not insured by Owner, and loss or damage to the completed project or part thereof caused by or arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the project by Owner and any policy issued in accordance with the terms of this Agreement shall contain provisions to the effect that in the event of payment of any loss, damage or consequential loss, the insurers will have no rights of recovery against any contractor, subcontractor, consultant and the officers, Directors, employees or agents of any of them.

IV. CONSULTANT'S RESPONSIBILITIES

- A) Consultant shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession to perform in accordance with the Services Agreement. Consultant shall be solely responsible for the means, methods, techniques, materials used, and procedures applied in fulfilling its services and shall be solely responsible for the appointment of individuals responsible for the performance of the services contracted for by the Services Agreement.
- B) Unless specified elsewhere to the contrary, Consultant shall furnish, be compensated for, and assume all responsibility for all materials, equipment, labor, transportation, equipment and other facilities necessary for the furnishing, performing, testing and completion of the services contracted for by the Services Agreement.
- C) Consultant shall adhere to the time schedule for completion of the Services Agreement advising Owner of any alterations necessary in the performance of such schedule and procure the Owner's written agreement, which shall not be unreasonably withheld with regard to any such changes.
- D) If, during the course of providing services in accordance with this Services Agreement, Consultant determines that other or equal material or procedures will accomplish the work contracted for by this Agreement, Consultant shall notify the Owner or its appropriate representatives following established change order procedures, if appropriate, and such substitution shall be approved by the Owner's representative unless clear and convincing evidence is shown that the Consultant's basis for substitution is wrong. In such case, if the Consultant continues to adhere to its decision with regard to the above mentioned substitution and the Owner's representative refuses to approve a change order for the same, if necessary, Consultant may seek alternative dispute resolution of the issue as provided herein by mediation if the same will not substantially protract the time necessary for the completion of the rendition of services.
- E) If, in the performance of Consultant's services, other subcontractors or suppliers must be utilized, Consultant shall provide Owner with the identity of any proposed subcontractor or supplier. Consultant refuses to deal with any subcontractor or supplier against whom the Owner has made reasonable objection. If such subcontractor or supplier is rejected by the Owner and Consultant has made diligent inquiry as to an acceptable substitute but is unable to substitute for the objected subcontractor or supplier, Owner agrees to adjust the contract price as necessary for the hiring of replacement subcontractor or supplier.
- F) Owner with Consultant's assistance, shall obtain and pay for all permits and licenses, other governmental charges and inspection fees necessary for the completion of the services contracted for by this Services Agreement. This provision shall not be applied to relieve owner of its obligation for the payment of any costs the Owner has assumed by the Services Agreement.
- G) Consultant shall give notices and comply with laws and regulations concerning the performance of services contracted for by this Service Agreement. If Consultant knows the performance of services shall be in violation of law or regulation, the Consultant shall bear all claims, costs, losses and damages caused by Consultant's actions. Otherwise, Owner shall be responsible for any and all costs, claims, losses or other obligations arising from the inspection, ownership and maintenance of the facility.
- H) It shall be Consultant's responsibility to confine its activities to the premises on which the inspection services are rendered. After the rendition of services, Consultant agrees to remove all of its tools, appliances,

equipment, machinery and surplus materials. The site shall be left clean and ready for use by the Owner after the completion of the rendition of services contracted for by the Services Agreement.

- I) Consultant agrees that if any dispute should arise under the terms of this Services Agreement which is submitted to mediation, Consultant shall carry on with the rendition of services and adhere to the time schedule established for the completion of performance of services during all disputes or disagreements with the Owner. No services shall be delayed or postponed pending resolution of any dispute or disagreement except as otherwise permitted in accordance with these general conditions or as agreed to in writing with the Owner.
- J) Consultant agrees to indemnify and hold harmless Owner and its officials, officers, Directors and employees to the fullest extent permitted by law from and against claims, costs, losses and damages (including reasonable legal fees and charges of other professional and all other dispute resolution costs) caused by or arising out of or resulting from the performance of the services rendered by Consultant incident to this Services Agreement provided that any such claim, cost, loss or damage is attributable to the negligent act, error or omission of the Consultant, subcontractor or supplier; provided, comparative negligence shall be taken into account in measuring Consultant's liability for damages hereunder.

V. OWNER'S RESPONSIBILITIES

- A) The Owner shall not supervise, direct or have control or authority over nor be responsible for Consultant's means, methods, techniques, or procedures of rendering services or for the safety precautions and programs incident thereto or for any failure of the Consultant to comply with laws and regulations applicable to the furnishing of performance of the services contracted for by this Services Agreement. Owner will not be responsible for Consultant's failure to perform or furnish the services in accordance with this Services Agreement. The Owner shall be responsible for providing a safe and hazard-free site upon which Consultant may perform its services.
- B) Owner represents that the authorized governing authorities of Owner have taken all steps necessary to approve the Services Agreement and to furnish Consultant with reasonable evidence of financial responsibility for the satisfaction of its payment obligation under the Services Agreement and that Consultant shall be paid in full for the rendition of services in accordance with the terms of the Services Agreement.
- C) Owner shall take no action to impede Consultant's rendition of services in accordance with this Services Agreement and has taken all steps necessary to coordinate the services and work performed on the site so as to not impair Consultant's ability to render services. To this end, Owner has designated its representative in dealing with Consultant who has full and complete authority to bind and represent the Owner with regard to any and all decisions necessary in the fulfillment of the Services Agreement. If no such representative has been designated, the designated representative of the Owner shall be any of its officers or its chief elected official.

VI. CHANGES IN WORK

- A) Within the parameters of services to be rendered by Consultant, Owner may, at any time or from time to time, order additions, deletions or revisions to the services to be rendered by Consultant; provided, Owner and Consultant have agreed to compensation for the same.
- B) Such additions, deletions or revisions will be authorized by written amendment or change order signed by the Owner's representative and acknowledged in writing by the Consultant. Upon receipt of any such acknowledged change order, Consultant shall promptly proceed with the services involved which will be performed under the applicable conditions of the contract documents except as amended.
- C) If the Owner and Consultant are unable to agree as to the extent, if any, of an adjustment in the contract price or an adjustment of the contract terms, allowed as a result of a change order or otherwise, Consultant agrees to continue and the Owner agrees to abide by the terms of the contract provided the parties mutually agree to submit the disagreement to mediation as provided for herein.

VII. PAYMENTS TO CONSULTANT AND COMPLETION

- A) Consultant shall be paid in accordance with the provisions of Section II of the Services Agreement provided that if there is a dispute as to the services rendered, Owner shall pay for all services rendered for which objection may not be reasonably made and provide Consultant with an accounting of those services performed for which objection is made and the basis therefore.
- B) Such dispute shall be submitted to mediation if the parties cannot otherwise agree to its disposition.
- C) Consultant acknowledges that title to all materials and equipment covered by any payment from Owner to Consultant whether incorporated in the services rendered or not will pass to the Owner no later than the time of payment as specified in Section II of the Services Agreement free and clear of all liens.

VIII. TERMINATION OR SUSPENSION OF SERVICES

- A) The Owner may suspend services by the Consultant at any time and without cause provided Consultant has been paid to date for services rendered under the Services Agreement. Any resumption of services authorized by the Owner shall only be in accordance with terms, conditions and contract price as agreeable by Consultant.
- B) Consultant may cease rendering services under this Services Agreement if, through no act or fault of the Consultant, the performance of services under the Agreement has been materially impaired in which case Consultant may refrain from rendering additional services until satisfactory payment for services rendered and to be rendered has been made by the Owner and the impairment has been corrected.
- C) If, prior to the rendition of services under the Services Agreement, conditions materially change through the application of force majeure, the Consultant's obligation for the performance of services by the Owner's obligation for the payment for same may be excused.

IX. DISPUTE RESOLUTION

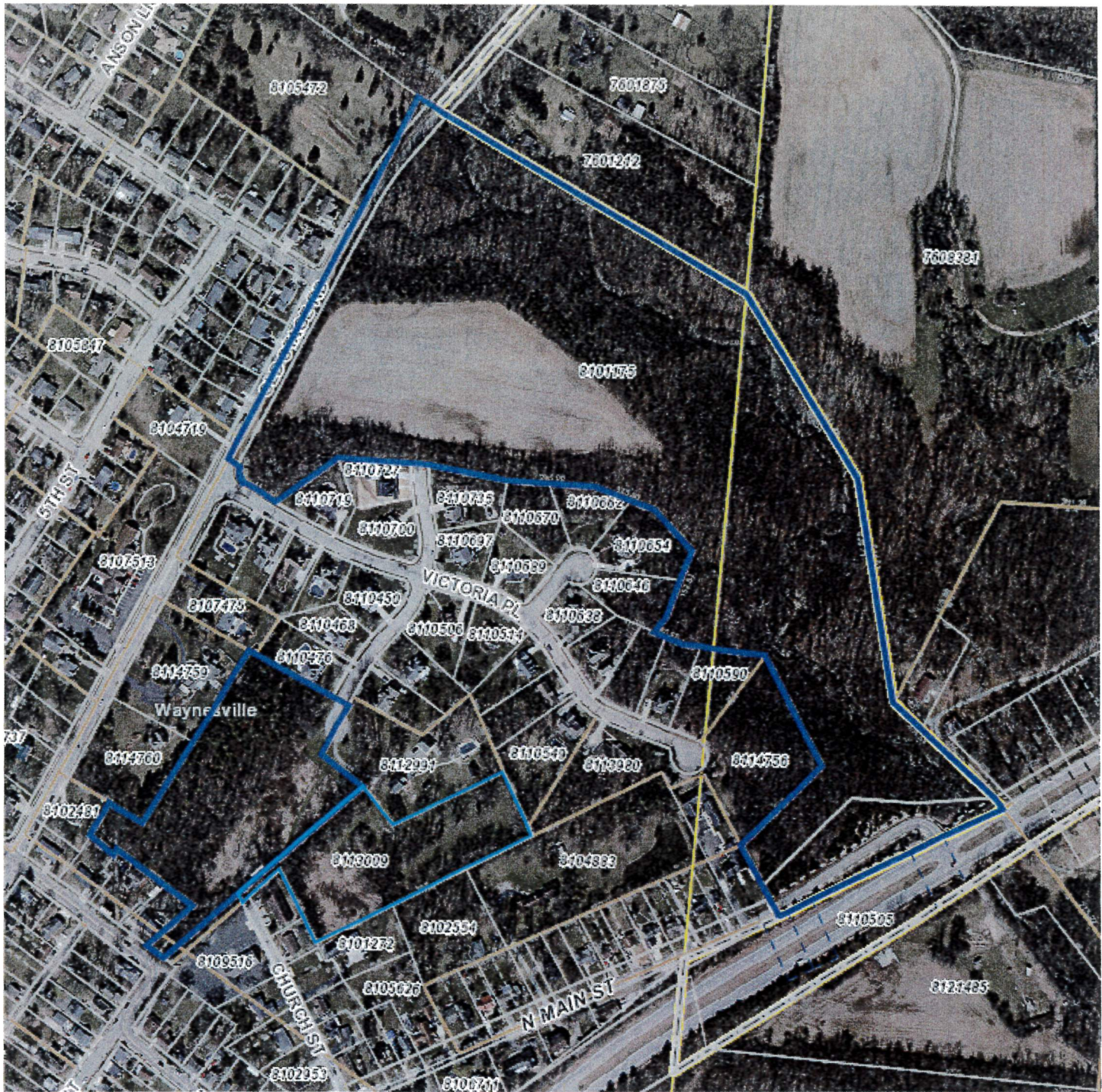
- A) The Owner and Consultant agree that should any dispute arise between them with regard to any term and/or condition of the Services Agreement, the parties mutually consent to mediation.

X. MISCELLANEOUS

- A) The Services Agreement shall be binding upon and inure to the benefit of the successors, representatives and assigns of the parties hereto; provided, that due to the personal services nature of the Agreement, it shall not be subject to assignment by the Consultant.
- B) Any notice required in accordance with the terms of this Agreement shall be effective and binding if made to the parties at their last business address known to the giver of the notice.
- C) The duties and obligations imposed by these general conditions and the rights and remedies available hereunder to the parties hereto, are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation.

XI. SAFETY

- A) Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at the construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance the contract documents and any health or safety precautions required by any regulatory agencies.
- B) The Consultant and its personnel have no authority to exercise any control over the Contractor or its employees in connection with their work or any health and safety programs or procedures.
- C) The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor.



se@jwilliamsrealty.com
Parcel #
0501426018
0501476037



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Final Certification

Waynesville Police Department

SAFE POLICING FOR SAFE COMMUNITIES

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

Karhlton F. Moore, Executive Director

January 14, 2021



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Final Certification

Waynesville Police Department

Vehicular Pursuit

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

Karhlton F. Moore, Executive Director

January 21, 2021



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Final Certification

Waynesville Police Department

Bias Free Policing, Investigation of Employee Misconduct

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

January 21, 2021

A handwritten signature in black ink, appearing to read "Karhlton F. Moore".

Karhlton F. Moore, Executive Director



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Final Certification

Waynesville Police Department

Community Engagement

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

January 21, 2021

Karhlton F. Moore, Executive Director



OHIO COLLABORATIVE
LAW ENFORCEMENT AGENCY CERTIFICATION

Final Certification

Waynesville Police Department

Use of Force, Recruitment and Hiring

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

January 21, 2021

A handwritten signature in black ink, appearing to read "Karlilton F. Moore".

Karlilton F. Moore, Executive Director



2020 Annual Report

822 Memorial Drive, Lebanon, Ohio 45036

Office: 513-695-0070, Fax: 513-336-9097

www.wcdtf.org

POLICY BOARD

The Warren County Drug Task Force is governed by a controlling authority known as the Policy Board. During 2020, we welcomed the addition of the Carlisle Police Department to our Policy Board.

Our Policy Board currently consists of the Warren County Sheriff, Warren and Clinton County Prosecutor's, Carlisle Police Department, Clearcreek Township Police Department, Franklin Police Department, Hamilton Township Police Department, Harveysburg Police Department, Lebanon Police Department, Loveland Police Department, Mason Police Department, Monroe Police Department, Ohio Bureau of Criminal Investigation (BCI), Springboro Police Department, Waynesville Police Department and the Wilmington Police Department.

The Policy Board provides ongoing input and oversight regarding all Drug Task Force operations. It also establishes the policies under which our Drug Task Force operates. The Drug Task Force Commander reports directly to the Policy Board, and ensures the board remains fully briefed on all Drug Task Force activities during monthly Policy Board meetings.

DRUG TASK FORCE PERSONNEL

The Warren County Drug Task Force could not operate without the dedicated men and women assigned to our unit. In late 2020 we welcomed a detective from the Hamilton Township Police Department to our investigative staff. We ended this year with a staff of 23 law enforcement and support personnel provided by the Warren County Sheriff's Office, Warren County Prosecutor's Office, Springboro Police Department, Lebanon Police Department, Franklin Police Department, Wilmington Police Department, Monroe Police Department, Hamilton Township Police Department, Federal Bureau of Investigation (FBI), United States Drug Enforcement Administration (DEA), Ohio Bureau of Criminal Investigation (BCI), Ohio State Highway Patrol (OSP) and the Ohio National Guard Counter Drug Unit.

We are fortunate to have such a diverse and talented team of law enforcement professionals working to reduce the supply of illegal drugs in our jurisdiction. These dedicated men and women are committed to improving the quality of life in our communities and are proud to serve the citizens of Warren County and the City of Wilmington in Clinton County.

We would like to thank the above agencies for their continued support, and for providing these specially trained, dedicated and professional individuals.

DRUG TASK FORCE FUNDING

Thank you for your continued support. The Warren County Drug Task Force remains committed to providing specialized drug enforcement services to the communities we serve. This continued partnership remains essential to our existence and is sincerely appreciated.

CRIMINAL INVESTIGATIONS



The Warren County Drug Task Force remains the only unit within our jurisdiction conducting specialized drug investigations on a full-time basis. Our investigations continue to target all levels of drug trafficking with an emphasis on felony crimes, from the lowest level felonies to long-term federal conspiracy cases. The drug trafficking activities occurring in our jurisdiction remain much different than the open-air trafficking common in larger metropolitan areas. These factors contribute to the difficulty and length of time of our investigations. Many cases that began in 2020 will continue into 2021 and beyond.

Drug trends remained consistent during 2020 with methamphetamine, fentanyl, LSD and cocaine being most prevalent. Our investigations continue to identify Mexico as a primary source of supply for the methamphetamine, fentanyl and cocaine seized in our area. Drugs arriving from the southwest border and various west coast states continue to flow through the Cincinnati and Dayton areas, and remain readily available for use by our addicted population. Mid-December 2020 seizure data, as reported by the Ohio Department of Public Safety, indicate Warren County as the 6th highest county in the State of Ohio for methamphetamine seizures, 4th highest for fentanyl seizures, 4th highest for cocaine, and 1st in the state for LSD seizures.

The investigation of prescription drug diversion crimes remain a priority for the Drug Task Force. During 2020, Warren County ranked 8th in the State of Ohio for the highest number of prescription opiate drug seizures and 7th for the seizure of other non-opiate prescription drugs. Prescription drugs remain common drugs of abuse for many, especially those employed within the medical profession with increased accessibility to prescription drugs. This specialized area of investigation directly impacts the continued addiction crisis involving prescription opiates. The Warren County Drug Task Force remains one of the few Drug Task Forces in the State of Ohio providing a full-time investigative focus to drug diversion crimes.

As specific drug threats change, our commitment to target drug trafficking activities is unwavering. The investigation of drug trafficking offenses remain challenging as drug traffickers continue to evolve and learn many of the covert tactics commonly utilized by law enforcement. The ongoing specialized enforcement efforts of the Warren County Drug Task Force are critical as drug traffickers' prey upon our addicted population, and directly impact the quality of life in our communities.

During 2020, the combined investigative activity of our detective staff and criminal patrol units resulted in 692 new cases and drug tips. These investigations resulted in 258 felony arrests, and 122

EDUCATION & PREVENTION

We continue to support and participate in drug education & prevention efforts throughout our combined jurisdictions. The Drug Task Force recognizes that drug education for our community, especially for our youth, must remain a priority. We are committed to this ongoing process of stopping addiction before it starts, and realize that aggressive enforcement efforts alone remain insufficient.

The Warren County Drug Task Force continues to collaborate with the Warren County Educational Services Center, and all DARE programs throughout the county. Our ongoing collaboration with the Educational Services Center this year resulted in 22 education and prevention events reaching approximately 2,381 attendees to include students, teachers, parents and other members of our community. The Covid-19 pandemic significantly impacted our education efforts in 2020 due to the cancellation of many school and group events.

We continue to update our web page with current educational information for parents, teachers and students. Please visit our web page at www.wcdtf.org

THANK YOU!

The Warren County Drug Task Force recognizes that in order to be truly successful in our endeavors, the support and assistance of the general public, our local governmental entities and the Warren County Commissioners is essential. We thank you for your continued support and look forward to serving you in 2021.

Please continue to report drug tips to the Drug Task Force or to your local law enforcement agency. No one can identify suspicious activity in our neighborhoods better than those who live there. Please contact us by email at drugtips@wcdtf.org or call our office at 513-695-0070.



Greater Warren County Drug Task Force

822 Memorial Drive – Lebanon, Ohio 45036

Invoice – 2021 Contribution

January 13, 2021

Village of Waynesville

1400 Lytle Road

Waynesville, OH 45068

The Warren County Drug Task Force continues to provide specialized regional drug enforcement to all Warren County communities. Our long-term sustainability remains dependent upon multiple funding sources to include federal and state grants, as well as financial contributions from our community partners. Annual contributions are requested based upon a minimum donation of one-dollar per person using the most recent Census numbers, or an increased contribution based upon your previous generosity. We appreciate your continued collaboration and request your financial support in the amount listed below.

2021 Contribution Requested: \$5,668.00

2020 Contribution Amount: \$5,668.00

Please Make Checks Payable To:

Greater Warren County Drug Task Force

Please Remit Payment To:

Greater Warren County Drug Task Force

822 Memorial Drive

Lebanon, OH 45036

Thank you for your continued support!

Major Steve Arrasmith

Major Steve Arrasmith

Drug Task Force Commander

Greater Warren County Drug Task Force
Agency Contributions

Updated: 1/11/2021

Agency	2016	2017	2018	2019	2020	2021	2021 Invoiced
WC Commissioners	\$ 141,769.00	\$ 241,769.00	\$ 141,769.00	\$ 141,769.00	\$ 141,769.00	\$ -	\$ 141,769.00
Village of Butlerville	\$ 163.00	\$ 163.00	\$ 163.00	\$ 163.00	\$ 163.00	\$ -	\$ 163.00
City of Carlisle	\$ -	\$ 4,710.00	\$ 4,710.00	\$ 4,710.00	\$ 4,710.00	\$ -	\$ 4,710.00
Clearcreek Township	\$ 14,074.00	\$ 14,074.00	\$ 14,074.00	\$ 14,074.00	\$ 14,074.00	\$ -	\$ 15,000.00
Village of Corwin	\$ 421.00	\$ 421.00	\$ 421.00	\$ 421.00	\$ 421.00	\$ -	\$ 421.00
Deerfield Township	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 100,000.00
City of Franklin	Detective	Detective	\$ 10,000.00	Detective	Detective	Detective & \$	\$ 5,000.00
Franklin Township	\$ 11,000.00	\$ 11,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
Hamilton Township	\$ 8,945.00	\$ 9,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	Detective & \$	\$ 5,000.00
Harlan Township	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 2,000.00	\$ -	\$ 4,626.00
Harveysburg Corp	\$ -	\$ 546.00	\$ 546.00	\$ 546.00	\$ 546.00	\$ -	\$ 546.00
City of Lebanon	Detective	Detective	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	Detective & \$	\$ 5,000.00
City of Loveland	\$ 792.00	\$ -	\$ 1,584.00	\$ 1,584.00	\$ 1,584.00	\$ -	\$ 1,584.00
Maineville Village	\$ 975.00	\$ 975.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
City of Mason	\$ 30,712.00	\$ 30,712.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ -	\$ 100,000.00
Massie Township	\$ 595.00	\$ 595.00	\$ 595.00	\$ 595.00	\$ 595.00	\$ -	\$ 595.00
City of Monroe	Detective	Detective	Detective	Detective	Detective	Detective & \$	\$ 5,000.00
Morrow Village	\$ 1,188.00	\$ -	\$ 1,188.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Village of Pleasant Plain	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ -	\$ 154.00
Salem Township	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 3,201.00
Village of South Lebanon	\$ 4,115.00	\$ 4,115.00	\$ 4,115.00	\$ 4,115.00	\$ 4,115.00	\$ -	\$ 4,115.00
City of Springboro	Detective	Detective	Detective	Detective	\$ 5,000.00	Detective & \$	\$ 5,000.00
Turtlecreek Township	\$ 14,559.00	\$ 14,559.00	\$ 14,559.00	\$ 14,559.00	\$ 14,559.00	\$ -	\$ 14,559.00
Union Township	\$ 2,351.00	\$ 2,351.00	\$ 2,351.00	\$ 2,351.00	\$ 2,351.00	\$ -	\$ 2,351.00
WCSCO	Detective	Detective	Detective	Detective	Detective	Detective	Detective
Washington Township	\$ 2,717.00	\$ 2,717.00	\$ 2,717.00	\$ 2,717.00	\$ 2,717.00	\$ -	\$ 2,717.00
Wayne Township	\$ 1,000.00	\$ 1,500.00	\$ 4,925.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 4,925.00
Village of Waynesville	\$ 2,834.00	\$ 2,834.00	\$ 5,668.00	\$ 5,668.00	\$ 5,668.00	\$ -	\$ 5,668.00
City of Wilmington	Detective	Detective	Detective	Detective	Detective	Detective	Detective
Total	\$ 288,064.00	\$ 392,195.00	\$ 432,039.00	\$ 443,926.00	\$ 452,926.00	\$ -	\$ 447,104.00

Detective Only
Detective & Cash Contribution

PUBLIC WORKS COMMITTEE MEETING –

January 4, 2021 –

MEMBERS PRESENT: Zachary Gallagher, Troy Lauffer, Chris Colvin

GUESTS PRESENT: Connie Miller, Brian Blankenship, Joette Dedden

STAFF PRESENT: Chief Copeland, Jamie Morley

DRAFT

1. Meeting called to order at 6:01 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Colvin made a motion to approve minutes of the November 2, 2020 meeting as written and was seconded by Mr. Lauffer.

3 Yeas

4. Mr. Colvin made a motion to approve minutes of the December 7, 2020 meeting as written and was seconded by Mr. Gallagher.

3 Yeas

5. At this time, the Committee went over the most recent version of the Emergency Water Agreement with Warren County.
 - a. Mr. Gallagher suggested adding a definition of the water service area under section 1 Definition of terms. Ms. Morley suggested adding a map as an exhibit outlining the water district area such as in the previous agreement with Warren County. Mr. Colvin expressed his concern that this could be too definitive and may bog down the agreement with too much detail. He further stated that providing this documentation may obligate the Village. It was agreed to check with Mr. Forbes to see if he thought the water service area should be defined.
 - b. Mr. Gallagher stated he would like Section 3, to include the names and numbers/email of Point of Contacts (POC). It was decided to include the title (Village Manager and Director of Warren County Water and Sewer) and phone numbers.
 - c. Section 5, last paragraph, Mr. Gallagher suggested adding to the first sentence “, when accessed the owning party must be notified each time.” The Committee agreed.
 - d. Section 5, Chief Copeland suggested adding to section 5 number 4 to include the new Village of Waynesville PRV vault on Route 73 with the similar verbiage as previous. The Committee agreed.
 - e. Section 5, the committee discussed the possibility of including the termination of a line for a certain amount of time. For example, the line going to the Corwin vault that runs along Route 42 needs to be replaced and will cost the Village between 50-75K. This line is inactive since the County connected the Corwin/Harveysburg to their water system. It was further discussed that the EPA would probably not agree to allow termination of an existing emergency connection.

- f. Section 6, third paragraph, last sentence add “, except as provided in section 7 of this agreement.” The Committee agreed.
 - g. Section 8: Mr. Gallagher expressed concerns of what might happen to the Village’s non-softened water system receiving Warren County’s softened water. He was concerned about corrosion of copper. He would like to meet with Chief Copeland and possibly Nelson to discuss this. He would also like to consult Mr. Forbes on how to mitigate this situation.
 - h. Section 7: Mr. Gallagher asked the Committee if this section should include a reference to Ordinance 2018-052 if the time period goes over 45 days.
 - i. Mr. Colvin stated that he feels that this agreement has been gone over several times and the circumstances have changed since the agreement was first put forward. The truth is that the Village needs County water more than County needs the Village’s water. He further stated that it is in the best interest of the Village to get this agreement in place. He also feels that the Country supports the Village in other areas and does not believe being divisive with the agreement would be advisable.
 - j. Mr. Lauffer stated he was in agreement with Mr. Colvin.
 - k. Mr. Gallagher stated he would meet with the Village Manager and hash out the changes as spoke about in the meeting and confer with Mr. Forbes. He will then send a polished version to the Committee for their review and then onto Council.
6. All were in favor to adjourn the meeting at 7:03 PM

Jamie Morley
Clerk to Council

FINANCE COMMITTEE MEETING

DRAFT

January 21, 2021 @ 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 November 19, 2021 and was seconded by Mr. Blankenship.

3 Yeas

2. Ms. Crockett stated that the bank rec and December reports have been provided. Ms. Dedden asked about the fund summary report and why some of the funds are showing a deficient. Ms. Crockett explained that the Fund Summary report does not include revenue collected for the year and therefore it is showing a deficient. She reassured the committee that no funds are deficient.

- Ms. Crockett stated that she is hoping to complete the notes for end of year and close out the 2020-year next week, 1099s and W2 will be mailed tomorrow. Once 2020 is rolled over, will begin final appropriations for 2021. The yearend certificate from the Auditor has been received.
- 2-year CD has matured and need to roll over the CD. Ms. Crockett asked the Committee if they wanted to invest in a 2-year CD, get better rates with a 4-year, or invest with STAR Ohio. It was agreed to renew this CD as a 2-year and revisit this in 6 months when another CD matures.
- RITA year end report shows an increase of \$3,500 compared to last year.

3. Ms. Dedden expressed concerns on the fees for the proposed contract with Legend Web Works presented at the last Council meeting, she wanted to understand what this cost entails.

- Ms. Morley explained that the web page was designed several years ago by Tyler. She has not had any contact with him and is unsure how to contact him. Currently herself and Susan Johnson update the website with minutes and announcements. However, she has trouble updating and changing the main index page. The proposed contract is to rebuild the web site completely – It will have a whole new look. Ms. Morley explained that the current web site is very dated and not user friendly; it is hard for residents to find information they are looking for. She also stated that most complaints from residents stem from a lack of communication and is hoping this overhaul will allow for residents to access needed information easier.

- Ms. Morley and Ms. Johnson will still update the web site with announcements, minutes, legislation, and such. The \$80 monthly fee is to host the server and maintain the web page. If the Village would like to make any major changes/updates after the web site is built site than the company will charge an hourly fee.
- Ms. Morley suggested that Council look at other municipal websites and see what they like and let her know.
- Ms. Dedden asked what the time period will be for the new web site to be constructed if the contract is approved. Ms. Morley stated that it will take several months to get everything built how we would want it.
- Mrs. Miller asked that there be an area for a monthly newsletter that she is willing to write. There was some discussion about this. Ms. Dedden stated that the newsletter would have to be approved by Council. Mrs. Miller stated she had already spoke to Chief Copeland about this and would like to include basic things about current projects. Mr. Colvin expressed concern that this was creating a precedence for future Council members and if this is the case a formalized process should be put in place to ensure it does not drop off for future Council. He also suggested that someone in the Village administration be tasked with this rather than Council.
 - It was also suggested the newsletter be placed on Facebook, which raised concerns for a records retention. Ms. Morley stated that she has been working with Mr. Forbes on a Facebook/social media policy procedure. This should soon be put in front of Council and give the Village a little more control over records/comments made on Facebook. She also stated that the records retention schedule will be updated to address Facebook posts and comments to be deleted after 30 days.
- Mr. Colvin asked if security patches would be included in the monthly fee. Ms. Morley stated she believed so but will ask before the next Council meeting.
- Ms. Dedden suggested that if Council decides to adopt this ordinance, it be done as an emergency to expedite the wait time. She also asked that Ms. Morley have the minutes prepared before the next Council meeting to inform Council more about the contract with Legend Webworks.
- Mr. Colvin asked if Council could see the mockup before the web site is built.

4. Mr. Blankenship made a motion to adjourn the meeting at 5:45 and all were in favor.

Water Usage and Revenue Collected for 2020

	Water Sales	Water Imp	Water Capital	Water Purchased	Gallonage purchased by Warren Co	Purchased Water from Warren Co	Gallons purchased from Warren	Bulk Water Sales	Bulk Water Purchased	Gallons of water billed	Gallons Pumped out of Wellfield
January	\$28,413.03	\$3,213.89	\$17,055.16				\$6,955.00	1,324,000	7,382,000	12,497,000	
February	\$27,633.79	\$3,209.93	\$17,034.13				\$6,242.50	1,190,000	7,218,000	11,312,000	
March	\$28,476.52	\$3,204.86	\$17,007.09				\$8,596.00	1,637,000	7,361,000	11,795,000	
April	\$29,266.43	\$3,203.05	\$17,117.78				\$9,033.75	1,720,000	7,543,000	11,674,000	
May	\$32,850.48	\$3,206.48	\$17,015.78				\$10,957.50	2,087,000	8,442,000	12,122,000	
June	\$36,374.75	\$3,202.87	\$16,996.62				\$14,327.00	2,728,000	9,271,000	13,881,000	
July	\$49,755.14	\$3,207.64	\$17,021.93				\$17,111.25	3,259,000	12,655,000	18,709,000	
August	\$35,311.34	\$3,211.36	\$17,041.61				\$12,630.25	2,406,000	9,066,000	13,663,000	
September	\$37,904.57	\$3,209.00	\$17,029.36				\$11,860.00	2,259,000	9,590,000	14,912,900	
October	\$31,877.92	\$3,215.82	\$17,065.48				\$8,351.75	1,590,000	8,102,000	12,654,000	
November	\$27,805.64	\$3,215.10	\$17,061.65				\$10,054.50	1,915,000	7,184,000	10,612,000	
December	\$28,410.56	\$3,225.55	\$17,117.31				\$10,362.25	1,973,000	7,330,000	10,968,000	
	\$365,667.14	\$35,311.66	\$187,508.74	0	0	0	\$126,481.75	24,088,000	101,144,000	154,799,900	
									Bulk + Sale	125,232,000	
									Total water lost	29,567,900	
									Total water Sales	\$492,148.89	

* Rates increased from \$3.49 to \$3.59 on 1 January 2020 inside the Village

* Rates increased from \$4.26 to \$4.39 on 1 January 2020 outside the Village

Water Usage and Revenue Collected for 2019

	Water Sales (not including Warren Co)		Water Imp		Water Capital		Water Warren Co purchased by Warren Co		Gallons purchased from Bulk Water Sales		Bulk Water Purchased		Gallons of water billed		Gallons Pumped out of Wellfield
	Water Sales (not including Warren Co)	Water Imp	Water Capital	Water Warren Co purchased by Warren Co	Purchased from Warren Co	Warren Co	Gallons	Bulk Water Sales	Gallons Purchased	Gallons of water billed	Gallons Pumped out of Wellfield				
January	\$25,555.32	\$3,205.88	\$17,012.56	\$11,409.17		2,807,000	\$7,984.50	1,520,000	9,894,500	14,888,900					
February	\$19,834.85	\$3,209.36	\$17,030.95	\$17,129.64		4,098,000	\$6,666.00	1,270,000	11,866,000	12,744,000					
March	\$26,715.13	\$3,213.24	\$17,051.77	\$10,249.36	\$1,199.24	2,452,000	\$7,604.75	1,449,000	8,184,000	13,439,000					
April	\$23,876.52	\$3,210.50	\$17,037.08	\$13,087.97		3,130,000	\$8,424.25	1,605,000	10,316,000	10,545,000					
May	\$36,964.49	\$3,215.76	\$17,064.96				\$10,811.00	2,059,240	7,085,000	11,917,000					
June	\$36,964.49	\$3,212.96	\$17,050.32				\$9,358.75	1,783,000	8,603,000	11,528,000					
July	\$36,964.49	\$3,203.84	\$17,000.96				\$12,487.25	2,379,000	9,830,000	14,517,000					
August	\$36,964.49	\$3,208.19	\$17,024.88				\$12,522.25	2,385,000	10,419,000	14,722,000					
September	\$36,964.49	\$3,212.30	\$17,046.36				\$13,625.75	2,595,000	10,346,000	15,312,000					
October	\$36,964.49	\$3,216.62	\$17,069.66				\$13,571.25	2,585,000	8,989,000	14,477,000					
November	\$36,964.49	\$3,217.19	\$17,072.67				\$10,720.00	2,042,000	7,929,000	12,195,000					
December	\$36,964.49	\$3,214.67	\$17,059.36				\$10,415.00	1,983,000	7,683,000	12,717,000					
	\$366,142.42	\$35,334.63	\$187,508.97	\$40,466.97	9,680,000	1199.24	\$124,190.75	23,655,240	111,144,500	159,001,900					
									Bulk + Sale	134,799,740					
									Total water los	24,202,160					
									Total water Sales	\$530,800.14					

* Rates increased from \$3.39 to \$3.49 on 1 January 2019 inside the Village

* Rates increased from \$4.14 to \$4.26 on 1 January 2019 outside the Village

* County Rate was \$4.18

Water Usage and Revenue Collected for 2018

Month	Water Sales (not including Warren Co)	Water Imp	Water Sur	Water Warren Co Purchased	Gallonage purchased by Warren Co	Purchased Water from Warren Co	Gallons purchased from Warren Sales	Bulk Water Purchased	Gallons of water billed	Gallons Pumped out of Wellfield	Notes	
											Warren Co	Warren Co
January	\$37,936.63	\$3,203.52	\$17,020.00	\$7,584.08	3,269,000	443,800	\$1,037.11	1,874,000	12,718,000	15,171,000		
February	\$39,669.67	\$3,164.46	\$16,802.22	\$5,851.04	2,522,000			1,490,000	10,281,000	12,693,000		
March	\$38,948.36	\$3,189.81	\$16,937.10	\$6,572.35	2,830,000			1,618,000	8,560,000	13,933,000		
April	\$34,282.63	\$3,182.23	\$16,886.78	\$11,238.08	4,844,000			1,512,000	12,026,000	13,948,000		
May	\$37,389.11	\$3,188.31	\$16,919.00	\$8,131.60	3,505,000			2,757,000	10,880,000	17,603,000		
June	\$36,769.67	\$3,190.50	\$16,529.29	\$8,751.04	3,772,000	443,800	\$1,037.11	2,276,000	11,678,000	16,599,000		
July	\$34,832.47	\$3,193.88	\$16,948.64	\$10,688.24	4,607,000			2,442,000	14,087,000	19,316,000		
August	\$36,827.67	\$3,205.40	\$17,004.81	\$8,693.04	3,747,000			1,905,000	12,551,000	17,197,000		
September	\$39,203.56	\$3,189.58	\$16,925.82	\$6,317.15	2,720,000			1,531,000	12,483,000	16,004,000		
October	\$32,111.90	\$3,198.65	\$16,974.32	\$13,408.81	3,307,000			1,958,000	11,057,000	15,701,000		
November	\$29,395.76	\$3,203.03	\$16,997.41	\$16,124.95	3,970,000			1,521,000	11,127,000	13,943,000		
December	\$30,401.27	\$3,210.11	\$17,035.02	\$15,119.44	3,724,000	76,200	\$309.37	1,460,000	10,287,000	14,133,000		
	\$389,832.07	\$35,115.96	\$185,960.41	\$118,479.82	42,817,000	520,000	\$1,346.48	22,344,000	137,735,000	186,241,000		
									Bulk + Sale	160,079,000		
									Total water lost	26,162,000		
												\$620,060.89

Total water Sales

- Rate increase from \$4.20 to \$5.25
- Estimated usage
- Not complete month - 20 Day Billing Cycle
- Rate increased from \$3.95-\$4.06
- Well field under water - Running only on Well 8
- Rate Increase from \$2.32 to \$4.06 - water used for Lytle Line break

Water Usage and Revenue Collected for 2017

	Water Sales (not including Warren Co)	Water Imp	Water Sur	Water Warren Co Purchased	Gallage purchased by Warren Co	Purchased Water from Warren Co	Gallons purchased from Warren	Bulk Water Sales Purchased	Bulk Water Gallons	Gallons of water billed	Gallons Pumped out of Wellfield
January	\$26,942.31	\$3,155.38	\$16,829.02	\$7,486.64	3,227,000		750,930	\$7,490.75	1,797,780	10,744,000	16,307,000
February	\$28,408.55	\$3,155.58	\$16,829.98	\$6,020.40	2,595,000			\$6,883.25	1,651,980	10,960,000	16,984,000
March	\$28,104.63	\$3,165.05	\$16,570.35	\$6,324.32	2,726,000			\$5,552.75	1,332,660	9,784,000	14,373,000
April	\$27,561.75	\$3,163.60	\$16,882.67	\$6,867.20	2,960,000			\$7,234.00	1,785,800	9,100,000	13,568,000
May	\$27,963.11	\$3,159.99	\$16,843.16	\$6,465.84	2,787,000	\$1,742.16		\$9,703.50	1,428,300	9,777,000	16,546,000
June	\$25,485.35	\$3,161.80	\$16,863.00	\$8,943.60	3,855,000			\$7,657.00	1,175,000	10,609,000	17,172,000
July	\$26,114.07	\$3,159.14	\$16,848.69	\$8,314.88	3,584,000	\$4,024.97	1,656,900	\$7,729.75	1,469,890	13,030,000	15,581,000
August	\$26,466.71	\$3,156.29	\$16,828.68	\$7,962.24	3,432,000			\$6,419.00	1,703,340	11,704,000	16,757,000
September	\$25,485.35	\$3,165.53	\$16,898.01	\$8,943.60	3,855,000			\$6,144.00	1,693,080	11,380,000	16,129,000
October	\$26,810.07	\$3,180.85	\$16,969.33	\$7,618.88	3,284,000			\$8,695.50	1,772,160	14,089,000	15,274,000
November	\$28,327.35	\$3,179.20	\$16,950.69	\$6,101.60	2,630,000			\$6,035.75	1,590,720	13,239,000	13,239,000
December	\$28,812.23	\$3,188.08	\$16,998.00	\$5,616.72	2,421,000			\$8,052.50	1,851,790	10,733,000	13,681,000
	\$326,481.48	\$37,990.49	\$202,311.58	\$86,665.92	37,356,000	\$5,767.13	2,407,830	\$87,597.75	19,252,500	135,149,000	185,611,000

Bulk + Sale 154,401,500
Total water lost 31,209,500

Total water Sales \$500,745.15

* Rates increased from \$3.30 to \$3.39 on 28 July 2017 inside the Village
 * Rates increased from \$4.02 to \$4.14 on 16 April 2015 outside the Village
 * County Rate was \$2.32

Water Usage and Revenue Collected for 2016

	Water Sales (not including Warren Co)	Water Imp	Water Sur	Water Warren Co Purchased	Gallage purchased by Warren Co	Purchased Water from Warren Co	Gallons purchased from Warren	Bulk Water Sales	Bulk Water Gallons Purchased	Gallons of water billed	Gallons Pumped out of Wellfield
January	\$ 25,866.01	\$ 3,141.29	\$ 16,735.82	\$ 9,674.19	4,167,000	\$ 384.19	165,600	\$ 7,270.50	1,744,920	11,499,000	14,051,000
February	\$ 25,383.45	\$ 3,240.45	\$ 17,108.03	\$ 10,156.75	4,375,000			\$ 6,629.50	1,591,080	11,714,000	12,656,000
March	\$ 25,383.45	\$ 3,145.87	\$ 16,749.57	\$ 10,156.75	4,375,000			\$ 6,711.25	1,610,700	11,362,000	13,856,000
April	\$ 26,299.85	\$ 3,143.81	\$ 16,737.33	\$ 9,240.35	3,980,000			\$ 7,631.50	1,831,560	10,280,000	14,273,000
May	\$ 26,538.81	\$ 3,139.87	\$ 16,739.03	\$ 9,001.39	3,877,000			\$ 10,553.25	2,532,780	10,786,000	16,950,000
June	\$ 27,508.57	\$ 3,147.89	\$ 16,789.00	\$ 8,031.63	3,459,000			\$ 12,820.00	3,076,800	11,274,000	18,396,000
July	\$ 26,726.73	\$ 3,149.37	\$ 16,787.00	\$ 8,813.47	3,796,000			\$ 12,035.75	2,888,580	12,950,000	19,455,000
August	\$ 25,956.49	\$ 3,153.96	\$ 16,811.36	\$ 9,583.71	4,128,000	\$ 1,034.72	446,000	\$ 10,829.00	2,598,960	15,797,000	18,255,000
September	\$ 27,074.73	\$ 3,163.31	\$ 16,860.97	\$ 8,465.47	3,646,000	\$ 103.47	44,600	\$ 7,854.50	1,885,080	11,650,000	16,201,000
October	\$ 25,708.25	\$ 3,154.63	\$ 16,824.99	\$ 9,831.95	4,235,000			\$ 8,333.75	2,000,100	16,370,000	17,477,000
November	\$ 28,884.33	\$ 3,150.82	\$ 16,804.67	\$ 6,655.87	2,866,000			\$ 9,433.75	2,264,100	11,015,000	14,960,000
December	\$ 27,800.89	\$ 3,148.26	\$ 16,791.02	\$ 7,739.31	3,333,000			\$ 7,962.00	1,910,880	9,378,000	15,946,000
	\$ 319,131.56	\$ 37,879.53	\$ 201,738.79	\$ 107,350.84	46,237,000	\$ 1,522.38	656,200	\$108,064.75	25,935,540	144,075,000	192,476,000
										Bulk + Sale	170,010,540
										Total water lost	22,465,460

Total water Sales

\$ 534,547.15

* Rates increased from \$1.52 to \$3.30 on 16 April 2015 inside the Village

* Rates increased from \$1.85 to \$4.02 on 16 April 2015 outside the Village

* County Rate was \$2.32

Water Usage and Revenue Collected for 2015

	Water Sales (not including Warren Co)	Water Imp	Water Sur	Water Warren Co Purchased	Gallonage purchased by Warren Co	Purchased Water from Warren Co	Warren purchased from Warren	Bulk Water Sales Purchased	Bulk Water Gallons Purchased	Gallons of water billed	Gallons Pumped out of Wellfield
January	\$29,644.10		\$8,270.67	\$6,816.16	2,938,000			\$7,530.60	1,793,000	12,087,000	17,657,000
February	\$31,859.70		\$8,262.00	\$4,600.56	1,983,000			\$9,559.20	2,276,000	14,298,000	15,618,000
March	\$29,231.14		\$8,220.33	\$7,229.12	3,116,000			\$5,107.20	1,216,000	15,152,000	11,383,000
April	\$31,068.58		\$8,232.48	\$5,391.68	2,324,000			\$6,174.00	1,470,000	11,212,000	13,470,000
May	\$29,084.98		\$8,712.59	\$7,375.28	3,179,000			\$5,712.00	1,360,000	11,142,000	17,629,000
June	\$27,396.02	\$2,781.71	\$15,693.30	\$9,064.24	3,907,000			\$15,157.80	3,609,000	12,909,000	16,253,000
July	\$28,709.14	\$3,127.32	\$16,599.35	\$7,751.12	3,341,000			\$10,374.00	2,470,000	13,980,000	16,035,000
August	\$27,454.02	\$3,133.28	\$16,631.33	\$9,006.24	3,882,000					11,319,000	16,898,000
September	\$26,860.10	\$3,141.19	\$16,383.39	\$9,600.16	4,138,000					11,410,000	19,284,000
October	\$27,507.38	\$3,139.54	\$16,704.36	\$8,952.88	3,859,000					12,511,000	22,563,000
November	\$29,321.62	\$3,132.48	\$16,690.99	\$7,138.64	3,077,000					11,463,000	18,678,000
December	\$26,792.82	\$3,149.76	\$16,946.66	\$9,667.44	4,167,000					11,620,000	15,637,000
	\$344,929.60	\$21,605.28	\$157,347.45	\$92,593.52	39,911,000	0	0	\$59,614.80	14,194,000	149,103,000	201,105,000
										Bulk + Sale	163,297,000
										Total water lost	37,808,000

* Rates increased from \$1.52 to \$3.30 on 16 April 2015 inside the Village
 * Rates increased from \$1.85 to \$4.02 on 16 April 2015 outside the Village
 * County Rate was \$2.32

Total water Sales \$497,137.92