



## COUNCIL AGENDA

**Monday, February 7, 2022 - 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 18, 2022 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
  - Police Report
  - Finance Director's Report
  - Law Directors Report
- VIII. New Business:

### **Legislation:**

### **Reading of Ordinances and Resolutions:**

**First Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2022-002**

AN ORDINANCE APPOINTING ROBERT KAUFMAN TO SERVE AS MAGISTRATE OF THE VILLAGE OF WAYNESVILLE MAYOR'S COURT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY NECESSARY CONTRACT RELATED TO THE APPOINTMENT AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2022-003**

AN ORDINANCE AUTHORIZING VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MARK D. WEBB FOR PROSECUTING SERVICES FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2022-004**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$43,150 FOR CONSTRUCTION PLANS FOR THE FRANKLIN ROAD WATER MAIN REPLACEMENT AND STREET IMPROVEMENTS AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2022-005**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$43,150 FOR CONSTRUCTION PLANS FOR THE FRANKLIN ROAD WATER MAIN REPLACEMENT AND STREET IMPROVEMENTS AND DECLARING AN EMERGENCY

**Second Reading of Ordinances and Resolutions:**

**Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**February 21, 2022 at 7:00 pm**

*Upcoming Meetings and Events:*

Finance Meeting, February 24, 2022 @ 5:00 p.m.

Planning Commission Meeting, February 22, 2022 @ 7:00 p.m.

Public Works, February 7, 2022 @ 6:00 p.m.

**Village of Waynesville  
Council Meeting Minutes  
January 18, 2022 at 7:00 pm**

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 18, 2022.*

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

Roll Call – 7 present

**Mayor Acknowledgements**

The Streets Department did a good job on the streets this past snowstorm and would like to thank them for the good job.

**Disposition of Previous Minutes**

Ms. Dedden made a motion to approve the minutes for the Council meeting on January 3, 2022 as written and Mr. Blankenship seconded the motion.

Motion – Dedden

Second – Blankenship

Roll Call – 7 years

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**Public Recognition/Visitor's Comments**

Mayor Isaacs and Chief Copeland presented Reserve Officer, Jim Walker, the award for Officer of the Year for 2021. Officer Walker has been with the Waynesville Police Department since 2013 and served as the School Resource Officer for one year. He has been a great addition to the force.

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**Old Business**

None

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**Reports**

**Finance**

The Finance Committee will meet on January 20, 2022 at 5:00 p.m. in the small conference room at the Government Center. The Committee will have a short business meeting followed by Ms. Crockett conducting a mini training session on Village finances and how to read monthly reports. It is recommended that all Council members attend. The public is welcome to join.

**Public Works Report**

Public Works will meet February 7, 2022 at 6:00 p.m. to go over ongoing and future Village projects. The public is encouraged to attend.

**Special Committee Reports**

Historic Preservation Board met this evening with Keith Alexander to review the status of three properties. The Board wanted to ensure Mr. Alexander was going to proceed with the updates and changes to the properties approved by the Board. Mr. Alexander was given deadlines and the Board will meet again soon to review the status.

MOMS met with a supplier to consider new lighting for Main Street. The initial quote was 5.4K per light post without installation. The Committee will need to look into other alternatives and get other quotes.

**Village Manager Report**

- Dug Rite has completed the sidewalk project on Franklin Road and will return in the spring for restoration work and plant grass.
- Provided a copy of the letter sent to the County Commissioners to thank them for the grant to pay for the Franklin sidewalk.
- One Stop Signs is moving forward with constructing the electronic sign for the Government Building. The sign will match the brick and stonework of the building.
- Should be presenting ordinances at the next meeting for OPWC PY 37 applications for both Franklin (Lytle to Route 42) and

Third Street (High Street to Franklin). Applying for both these projects for 2023 since the Village was just below the point line for 2022. Choice One will prepare the plans before applying for the grants in June. This will score an extra two points and cost about 30K.

- Provided a picture of the Streets Department taking down the Christmas wreaths.
- Cancelled the lease with Stingley Farms because of plans to put a new wellhead across the Mill Race on this parcel of land. Met with Matt Nolan, Warren County Auditor, to discuss the CAUV recoupment fee of 20K and applied for an exemption.
- Met with Greg Hennecke, Risk Management Representative for Ohio Plan. He provided a letter stating everything was good and has no recommendations at this time.
- Maintenance Department cleaned out the culvert by Route 42 and the retaining wall. Spoke with Tom Bensman, part owner of Stone House and he said they would help manage maintaining the overgrowth in the spring.
- Met with Legend Web Works to go over the new website. It is looking good and should launch on March 9. Please provide a bio to Jamie if you have not done so already.
- Ordinance on tonight's agenda to approve the Village to participate in the purchasing program for salt with Warren County for next year.
- Most of the electric boxes have been removed from Main Street. The electrician forgot six and should return to take those down soon. The Chamber responded immediately to Mr. Forbes's letter.
- Provided a picture of the newly sworn in Council members. Congratulations to Ms. Dedden, Mr. Blankenship, Mr. Colvin, and Mr. Lauffer.

## **Police Report**

- Provided Dispatched Calls for Service, Mayor's Court, and Code Enforcement reports for December along with yearend reports.
- Officer Walker has been awarded Officer of the Year for 2021.
- Provided a picture of Corporal Morris driving around the Village with a light up Grinch in the back of his cruiser.

Ms. Dedden asked how Chief Copeland would like Council Members to handle code violation complaints made directly to them. Chief Copeland asked that they just email the complaints to him, and he will inform Sgt. Denlinger.

At this time, Mr. Blankenship had to leave the meeting.

Chief Copeland clarified that PY 36 was for 2022 and the Village only scored a 62. All projects scoring a 63 or better were approved. Having Choice One complete the plans will give the Village 66 points for both Franklin and Third Street. This will be two separate projects. Planning on two projects for 2023 since the Village was not approved for 2022. For both projects, the State will contribute 1.1 million and the Village will need to contribute 790K. Not only will the water lines be replaced and streets repaved; but also storm sewer lines will be repaired and replaced. When the storm water lines were originally done on Franklin Road, it did not account for all the storm water produced from Thatcher Hill or the new schools and larger parking lots or the new fire department. All that pavement and rooftops create a lot more storm water going down the hill.

Mr. Colvin asked how the new Magistrate was working out for Mayor's Court. Chief Copeland responded that he does a great job and is much better at holding defendants accountable. Mr. Colvin asked if the Magistrate's contract needed to be renewed. Chief Copeland will look at the contract.

### **Financial Director Report**

None

### **Law Report**

- Mr. Forbes stated he will not be at the next meeting as he has a conflict.

### **New Business**

None

### **Legislation**

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

##### **Ordinance No. 2022-001**

Authorizing the Village Manager to Enter into a Contract with Warren County Engineer's Office for Purchase of Road Salt and Declaring an Emergency

Ms. Dedden made a motion to waive two-reading rule for Ordinance 2022-001 and Mr. Colvin seconded the motion.

Motion – Dedden  
Second – Colvin

##### **Roll Call – 6 yeas**

Mr. Colvin made a motion to adopt Ordinance 2022-001 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin

Second – Gallagher

**Roll Call – 6 yeas**

**Second Reading of Ordinances and Resolutions**

None

**Tabled Ordinances and Resolutions**

None

**Executive Session**

None

All were in favor to adjourn at 7:33 pm.

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

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

**ORDINANCE NO. 2022-002**

**AN ORDINANCE APPOINTING ROBERT KAUFMAN TO SERVE AS  
MAGISTRATE OF THE VILLAGE OF WAYNESVILLE MAYOR'S  
COURT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE  
ANY NECESSARY CONTRACT RELATED TO THE APPOINTMENT  
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville conducts a Village Mayor's Court for the purpose of hearing traffic offenses and misdemeanors, which occur within the Village of Waynesville; and

WHEREAS, Section 1905.05 of the Ohio Revised Code provides that the mayor of a municipal corporation that has a Mayor's Court may appoint a person as Mayor's Court Magistrate to hear and determine prosecutions and criminal causes in the Mayor's Court that are within the jurisdiction of the Mayor's Court; and

WHEREAS, Robert Kaufman has complied with all mandates set forth by the Ohio Supreme Court and the laws of the State of Ohio to be able to serve as Magistrate for the Village of Waynesville.

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

Section 1. That Robert Kaufman is hereby appointed to serve as Magistrate of the Village of Waynesville Mayor's Court effective January 1, 2022.

Section 2. That the Village Manager is hereby authorized to execute the related contract attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. That Robert Kaufman shall maintain all certifications required by the Ohio Supreme Court and the State of Ohio at his own expense.

Section 4. 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 to avoid a disruption in Magistrate services.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Mayor



EMPLOYMENT OF ROBERT KAUFMAN  
AS MAGISTRATE FOR THE  
VILLAGE OF WAYNESVILLE MAYOR'S COURT

The Village of Waynesville, as approved by its Ordinance No. 2022 -002, hereby employs Robert Kaufman as Magistrate of the Village of Waynesville Mayor's Court for an annual compensation of \$8600.00. Said salary shall be paid in a monthly manner. Said employment shall be for a period of two (2) years, beginning January 1, 2022.

The employment herein shall be subject to PERS in the Village of Waynesville and Robert Kaufman shall make the appropriate contributions for said coverage.

Robert Kaufman shall perform all services required by the Ohio Supreme Court and the laws of the State of Ohio to serve as Magistrate of the Village of Waynesville Mayor's Court. Robert Kaufman further agrees to maintain any and all certifications required by the Ohio Supreme Court and the laws of the State of Ohio at his own expense.

If it is ever determined that Kaufman is not in compliance with any and all requirements of the State of Ohio and/or the Ohio Supreme Court to serve as a Magistrate in Mayor's Court, then this contract shall be null and void.

Robert Kaufman further agrees not to engage in any other legal services which create a conflict of interest or the appearance of a conflict of interest with regard to the responsibilities to the Village of Waynesville. In other words, Robert Kaufman will not accept any cases in opposition to the Village of Waynesville nor handle any matters representing clients before any Board or Commission of the Village of Waynesville or before the Village Council.

In witness whereof, the parties have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF WAYNESVILLE

By: \_\_\_\_\_  
Gary Copeland  
Title: Village Manager

\_\_\_\_\_  
Robert Kaufman

**ORDINANCE NO. 2022-003**

**AN ORDINANCE AUTHORIZING VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MARK D. WEBB FOR PROSECUTING SERVICES FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY**

**WHEREAS**, Article VI, Section 6.03 of the Waynesville Charter provides that the Law Director shall be the prosecuting attorney for the Village; and

**WHEREAS**, Article VI, Section 6.03 of the Waynesville Charter allows Council to select Special Counsel to perform duties as determined by Council; and

**WHEREAS**, due to his experience, Council has determined that it is in the best interest of the Village to retain Mark D. Webb as the Village prosecuting attorney.

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

**Section 1.** That Mark D. Webb is hereby appointed Prosecuting Attorney of the Village of Waynesville.

**Section 2.** That the terms of compensation for prosecuting services shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

**Section 3.** That the Village Manager is hereby authorized and directed to execute an agreement in substantial conformity with the agreement attached hereto as Exhibit "A".

**Section 4.** That this Ordinance was adopted in open public session pursuant to the Charter of the Village of Waynesville and the Ohio Revised Code.

**Section 5.** 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 to avoid a disruption in Prosecutor services.

Adopted this \_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Mayor

appealed to Warren County Court, and advise and counsel members or the Police Department regarding these prosecutions. The Prosecutors shall receive no benefits afforded to the Village employees.

The only expenses to reimburse would be actual out of pocket expenses incurred in the preparation of exhibits for cases and filing fees.

6. This contract is in full force and effect from the date of execution first written above. This contract is for a term certain until December 31, 2024, at which time the contract shall be renewed, renegotiated, or terminated. However, at the option of either party, the contract may be terminated upon 60 days' written notice of said intent to terminate in order to provide a smooth transition of duties.

VILLAGE OF WAYNESVILLE

BY: \_\_\_\_\_  
Village Manager

MARK D. WEBB

BY: \_\_\_\_\_  
Mark D. Webb

**ORDINANCE NO. 2022-004**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$37,500.00 FOR CONSTRUCTION PLANS FOR THE THIRD STREET WATER MAIN REPLACEMENT AND STREET RESURFACING AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Third Street water main replacement and street resurfacing; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$37,500.

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 specifications and agrees that Choice One Engineering is the lowest and bid bidder to provide the requested services related to Third Street water main replacement and street resurfacing.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for the requested services pursuant to the terms of the proposal attached hereto as Exhibit A and incorporated herein by reference.

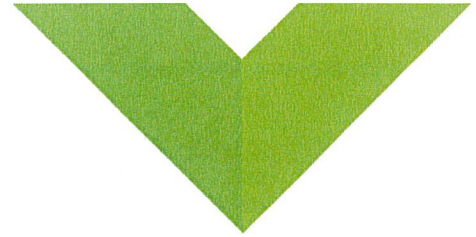
Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$37,500 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Mayor



**Date**  
January 4, 2022

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

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

**Subject**  
Agreement for Professional Services  
3<sup>RD</sup> Street Water Main Replacement and Street Resurfacing  
WAR-WAY-2106

## Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the 3<sup>rd</sup> Street Water Main Replacement and Street Resurfacing.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

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

### Village of Waynesville

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

\_\_\_\_\_  
Date

### Choice One Engineering Corporation

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

1/4/2022  
\_\_\_\_\_  
Date

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

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

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



# Scope of Services

## Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and street resurfacing along 3<sup>rd</sup> Street in the Village of Waynesville, Ohio.

## Project Details

- Approximately 2,350' of 4" water main will be replaced with 8" water main along 3<sup>rd</sup> Street, between High Street and Franklin Road.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Tie-ins will be provided for all side streets along the project route.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. Schematic Plan
  - iii. General Notes and Details
  - iv. Quantity Summary and Engineer's Estimate
  - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - vi. Pressure Reducing Valve Pit Details
  - vii. Storm Sewer Plan and Calculations
  - viii. Maintenance of Traffic Notes
  - ix. Street Resurfacing Plan and Details

### 3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.

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

#### **4. Record Drawings**

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

#### **5. Construction Administration Services**

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

### **Additional Services**

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

1. Sanitary Sewer Design
2. Traffic Signal Design
3. Traffic Impact Studies
4. Traffic Data Collection
5. Detailed Maintenance of Traffic Plans
6. Boundary Survey
7. Construction Layout Staking
8. Easement and Right-of-Way Plats or Descriptions
9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$9,450.00
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Construction Plans	
<hr/>	
<i>Preliminary Plans</i>	\$5,800.00
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<i>Final Plans</i>	\$31,500.00
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Total Construction Plans	\$37,300.00
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Construction Bidding Procedures	\$3,200.00
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Record Drawings	\$2,000.00
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<b>Total</b>	<b>\$51,950.00</b>
<hr/>	
<i>Construction Administration Services</i>	<i>Hourly (\$18,000 budget)</i>

## Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.



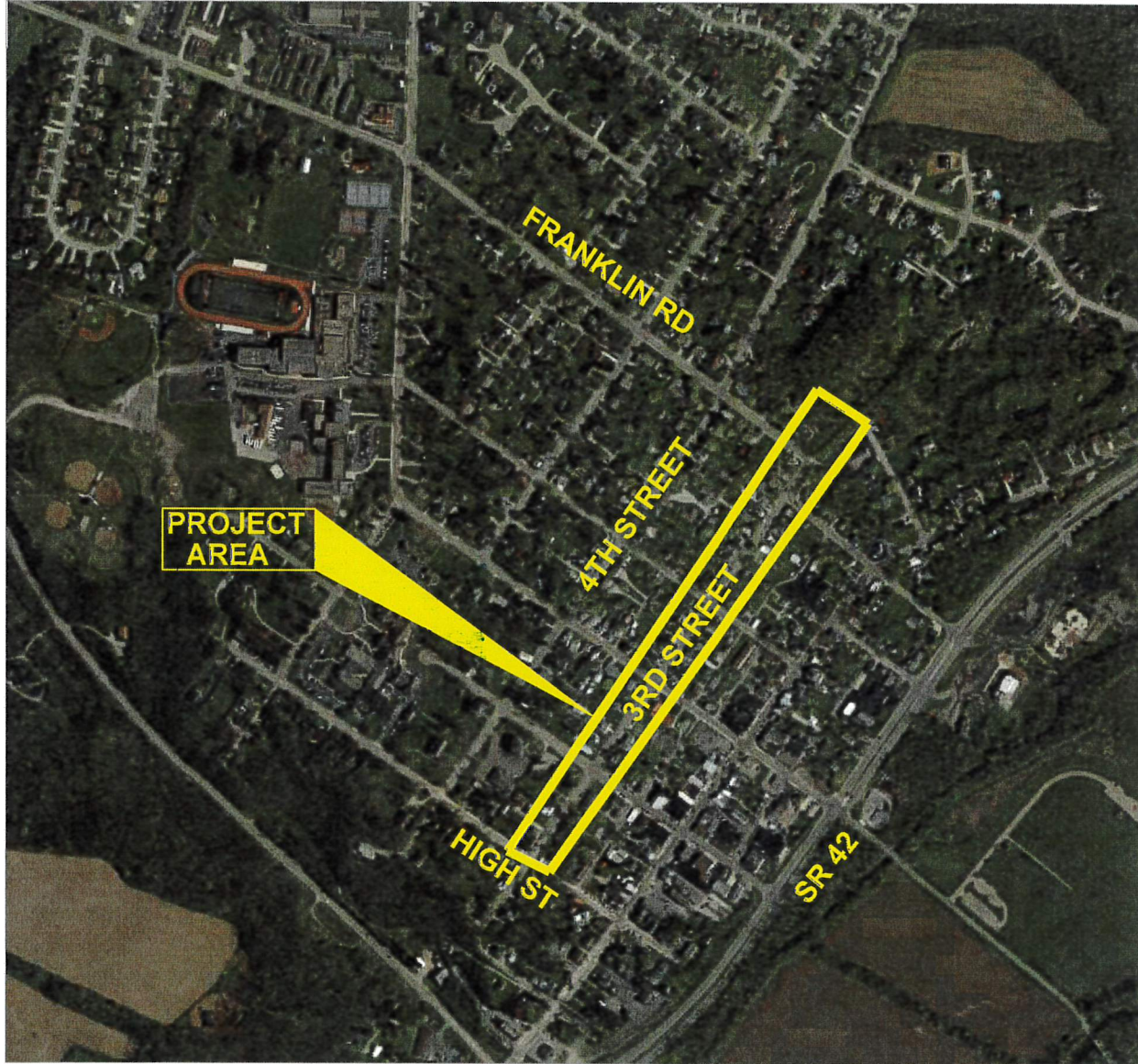
# 2022 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$155
Professional Surveyor	\$135
Landscape Architect	\$115
Designer	\$100
Field Surveyor	\$105
Administrative	\$75
Resident Project Representative	\$85

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

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

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



3rd STREET WATER MAIN  
REPLACEMENT AND RESURFACING

VICINITY MAP



SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 513.239.8554  
PORTLAND, INDIANA 260.766.2500  
[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)

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

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDINANCE NO. 2022-005**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$43,150 FOR CONSTRUCTION PLANS FOR THE FRANKLIN ROAD WATER MAIN REPLACEMENT AND STREET IMPROVEMENTS AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Franklin Road water main replacement and street improvements; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$43,150.

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 specifications and agrees that Choice One Engineering is the lowest and bid bidder to provide the requested services related to Franklin Road water main replacement and street improvements.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for the requested services pursuant to the terms of the proposal attached hereto as Exhibit A and incorporated herein by reference.

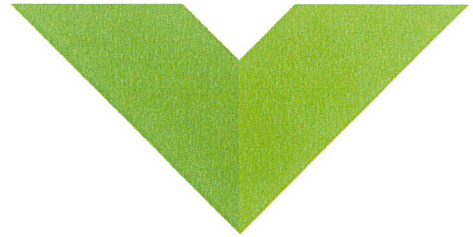
Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$43,150 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Mayor



**Date**  
January 4, 2022

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

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

**Subject**  
Agreement for Professional Services  
Franklin Road Water Main and Street Improvements, Phase 1  
WAR-WAY-2105

## Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Franklin Road Water Main and Street Improvements, Phase 1.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

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

### Village of Waynesville

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

\_\_\_\_\_  
Date

### Choice One Engineering Corporation

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

1/4/2022  
\_\_\_\_\_  
Date

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

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

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



# Scope of Services

## Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and storm sewer, as well as street resurfacing, along Franklin Road in the Village of Waynesville, Ohio.

## Project Details

- Approximately 1,850' of 4" water main will be replaced with 8" water main along Franklin Road, between 4<sup>th</sup> Street and US Route 42.
- The existing pressure reducing valve pit will be replaced at the intersection of Franklin Road and 4<sup>th</sup> Street.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Storm sewer improvements will be made along the project route also, to alleviate flooding issues that occur downstream of the bend in Franklin Road, at 3<sup>rd</sup> Street.
- The drainage issues will also likely require some storm sewer investigation and potential improvements on Main Street, north of Franklin Street also. The gas station on the northwest corner of the intersection experiences flooding issues because of heavy rains.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans

- a. Design construction plans to include:
  - i. Title Sheet
  - ii. Schematic Plan
  - iii. General Notes and Details
  - iv. Quantity Summary and Engineer's Estimate
  - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - vi. Pressure Reducing Valve Pit Details



- vii. Storm Sewer Plan and Calculations
- viii. Maintenance of Traffic Notes
- ix. Street Resurfacing Plan and Details

### **3. Construction Bidding Procedures**

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

### **4. Record Drawings**

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

### **5. Construction Administration Services**

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

## **Additional Services**

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

- 1. Sanitary Sewer Design
- 2. Traffic Signal Design
- 3. Traffic Impact Studies
- 4. Traffic Data Collection
- 5. Detailed Maintenance of Traffic Plans
- 6. Boundary Survey
- 7. Construction Layout Staking
- 8. Easement and Right-of-Way Plats or Descriptions

9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

## Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

# Compensation & Schedule

## Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$7,950.00
Construction Plans	
Preliminary Plans	\$7,150.00
Final Plans	\$43,150.00
Total Construction Plans	\$50,300.00
Construction Bidding Procedures	\$3,200.00
Record Drawings	\$2,500.00
<b>Total</b>	<b>\$63,950.00</b>
Construction Administration Services	Hourly (\$20,000 budget)

## Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.

# 2022 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$155
Professional Surveyor	\$135
Landscape Architect	\$115
Designer	\$100
Field Surveyor	\$105
Administrative	\$75
Resident Project Representative	\$85

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

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

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



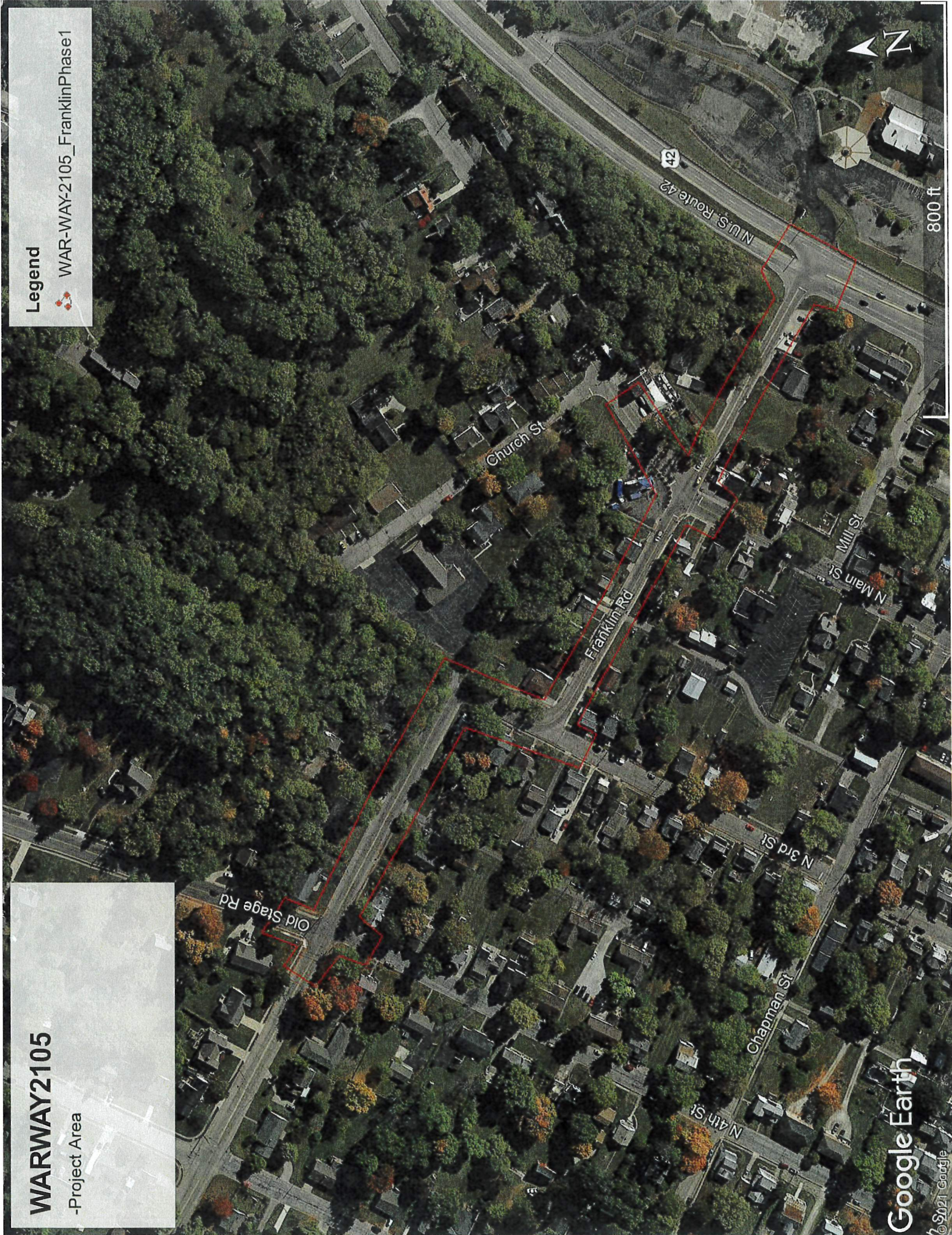
Effective as of January 1, 2022

# WARWAY2105

-Project Area

## Legend

WAR-WAY-2105\_FranklinPhase1



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

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLIC WORKS COMMITTEE MEETING –

November 1, 2021 –

MEMBERS PRESENT: Chris Colvin, Zachary Gallagher, Troy Lauffer

GUESTS PRESENT: Connie Miller, Joette Dedden, Earl Isaacs

STAFF PRESENT: Chief Copeland, Jamie Morley

1. Meeting called to order at 6:00 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Lauffer made a motion to accept the October 4<sup>th</sup>, 2021 minutes and was seconded by Mr. Gallagher.

3 Yeas

4. At this time, Chief Copeland went over new and ongoing projects:
  - a. Water Department repaired a service line in house on Fourth Street.
  - b. The drainage project behind Pat's Gas has been started. A dam will be built up to catch and direct more water in the larger catch basin.
  - c. Walt Biggs has begun replacing catch basins.
  - d. Dug Rite will soon begin the Franklin Sidewalk Project. Had to provide paperwork for prevailing wage which increased the price by 10K, but the County Commissioners agreed to cover the increase.
  - e. Want to discuss replacing the streetlights along Main Street with higher poles and LEDs.
  - f. Would also like to get the Committee's opinion on micro sealing part of the streets next year. This uses a blend of asphalt and fibers and is supposed to expand with the weather. It is about a 1/3 of the cost of a full mill and fill and will last at least 10 years. This option is good for roads that have a lot of cracks but not very many potholes, so would not be a good option for Wilkerson. The texture is a little different as it is rougher but should settle as the road is used. The Township just had it done on Thomas Drive. Asking Council to check out Thomas Drive for their opinion on using this option on a couple of Village streets next year.
  - g. Would like to get an electronic message board in front of the Government Center for better communication with the public. Maineville, Springboro, Hamilton Township, Morrow all have them. It is a great way to communicate with the public on events like trick or treat, meetings, office closures, boil advisories, street closures. To do a sign like the school has will run about 28K and this would match the brick of the Government Center. A similar sign such as Morrow's with just a metal stand will cost about 23K. Mrs. Miller asked where the money would come from? Chief Copeland stated that he believes it would come from the general fund. He suggested using the money received from the sale of property at the back of 1400 Lytle could be used for this project. Mr. Lauffer stated that he likes the idea but would like to see where the money will come from. The Committee asked Chief Copeland to meet with companies and get designs and price quotes.
  - h. Mr. Colvin asked about the status of the new web site. Legend Web Works is updating their software and once that is finished, the new web site will be rolled out.



5. Streetlights on Main Street:

- a. Nathan from PCI provided a catalog of lamppost options. Chief Copeland suggested that the new poles have the requirement to be taller than the current 12', have utility outlet, and LED. The taller poles are needed because delivery trucks hit the flags sometimes. Chief Copeland suggested that the color stays green as the street signs are currently green. Nathan provided a very basic quote to get a rough idea of what the project will cost. The quote included a dome light, 14' pole, outlet, brackets for a flag, flower basket arm for \$3,600 each. There are 46 poles.
- b. Mr. Gallagher stated that before the Committee starts discussing the design of the poles, he would like to consider specific requirements. He agreed that an outlet is needed but wondered if a higher voltage of 90 watts should be installed to support festivals and food trucks. The question of how to bill for this and the cost would be too great. The project is already at about 165K. Mr. Gallagher also would like to consider the cost and durability of aluminum versus cast iron.
- c. Mr. Colvin stated that the replacement of the streetlights on Main St needs to be addressed soon. It is not just for the aesthetics, but the current lights are not in good shape. The Village needs to consider the hazard and liability of the lights, they are deteriorating.
- d. At this time the Committee discussed getting input from merchants, WMA, or the Chamber and to see if they would like to contribute to the project. The merchants purchased the lampposts in the past.
- e. Ms. Dedden stated she looked over the options in the catalog and wanted to know the cost difference between ordering the base and pole as one piece or ordering a separate base and pole.
- f. Mrs. Miller suggested creating a small committee to narrow down to 3 to 5 options. Mr. Lauffer liked the idea of getting it down to 3-5 options and suggested having the public vote for the winner. Mrs. Miller suggested that the Public Works Committee make a list of requirements like power outlets, LED, arm or dome, cast iron or aluminum.
- g. Mr. Colvin stated he is opposed to getting the public involved because he feels this could be a polarizing topic. He stated that MOMS should be involved as the purpose is to maintain old main street and feels strongly that this would be a great way to get the merchants, Chamber and Village all engaged in choosing the new lampposts.
- h. Mr. Gallagher stated that the Public Works Committee should decide the basic requirements such as aluminum verses cast iron, and which would be the most durable, requirements of the outlet and what electrical capability, and the lights must be LED.
- i. It was agreed that a collaborative of the Village, merchants, and Chamber would be ideal. Mr. Colvin stated that this is the purpose of MOMS. Hopefully, by including these entities, they will agree to help fund the project. There are 2 members of Council on MOMS, Ms. Dedden and Mr. Lauffer.
- j. It was decided that Public Works will suggest at the Council Meeting tonight to recommend to send the selection of new lampposts along Main Street to MOMS.

6. All were in favor to adjourn at 6:57 PM

Jamie Morley  
Clerk to Council

# Council Report

February 7, 2022

Chief Copeland

## Manager

- One Stop Signs have started the electronic message board. They poured the base and the board is being constructed at the shop. When the weather breaks, they will start installing the block. Weather permitted, they will have it completed in March. I have provided progress photos for your review.

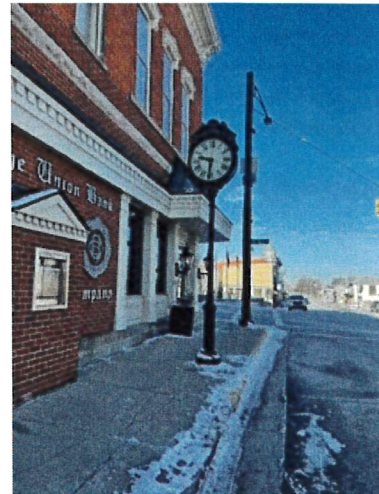


- I have provided an ordinance of the PY37 OPWC Grant engineering agreement. This is for the 2023 calendar year for the watermain replacement and repaving of Third Street and Franklin Road. The signed agreement allows Choice One to do the plans which will add points on the County scoring and ranking chart. If you have any questions or concerns, please feel free to contact me at your earliest convenience.

- Nelson McKeever and Andy Ray have been meeting with Wessler and providing them with the necessary information needed for the water model. Wessler also did flow tests and flushing of over a dozen hydrants to identify water pressure in various locations. During their study they located a valve that was broken. Valve #22 at Fourth Street near Chapman will need to be replaced. We are looking to have the valve replaced in early April. In addition, we will be ordering another fire hydrant to keep as a spare in the event of an emergency.
- The Council will be voting on contract renewals for Prosecutor Mark Webb and Magistrate Rob Kaufman for our Village Mayor's Court. Both contracts will be for two years and run simultaneously so the renewals will be at the same time. Magistrate Kaufman's contract will be retroactive to January 1<sup>st</sup> and will be increased to \$8,600.00 per year to be eligible for PERS benefits.
- The Village Lockup on Chapman Street is vacant, and the former renter paid her outstanding balance. The structure does need some work. Before money is invested, I want to check if the Council is still interested in selling it. I do have three parties interested in purchasing the building and I received an estimated value of \$135,000.00. Please let me know how you wish to proceed with this issue.
- Brian Corn and Greg Craddock did a great job on the streets on February 3<sup>rd</sup> with the rain, hail, and snowstorm. We preplanned shifts with Street Maintenance Department, Andy Ray from the Water Department and SRO Mermann so they will have breaks through the night. Myself, Sgt Denlinger, and Officer Walker will also be on standby. I would ask that residents be patient because it is tough staying up with the accumulation and the hills are a priority, so people do not slide through intersections.



- I met with Karie Novesl of Hylant Insurance Company on January 25<sup>th</sup> regarding our client renewal for the Village. I will have a renewal proposal for your review before the next meeting along with an ordinance for the first reading. The renewal information will be in your next meeting packet and please feel free to contact me with any questions or concerns. Karie advised that she can be available to attend the next meeting to answer questions if requested by Council.
- I had a meeting with Cindy Memth of the Merchants Association about finding a project that the Merchants could do for Main Street. I presented her with an idea of putting the large clock donated by Mike Foley somewhere on Main Street. I showed her photos of the clock and she thought it was a great idea. I advised her that the best location would be the gazebo near Miami Street, but she would have to get the permission from Wayne Township because it is Township property. She stated that she would get with Mr. Edwards and let me know the outcome of their meeting. I provided a photo of our clock on the left for your review and an example of a clock in Columbus Grove, Ohio. I will keep you informed of our progress.



(The first photo is the Village clock in storage and the other two is a clock in the Village of Columbus Grove)

## Police

- I have provided the January dispatched calls for service for your review. Please feel free to contact me if you have any questions.

- I have included the January Mayor's Court Report and if you have any questions or concerns feel free to contact me or Ashley.
- The Code Enforcement Activity Log has been included for your review. If you have any questions or you would like to report a code violation, please contact me or Sgt. Denlinger.
- Lt Bledsoe is in Columbus, Ohio from January 31<sup>st</sup>- February 4<sup>th</sup> participating in the Supervisor Training and Education Program (STEP). This is a training for upper-level law enforcement supervisors.



- I have included a photo of Officer Walker receiving the 2021 Village Police Officer of the Year award.



# CALLS FOR SERVICE

From Date: 1/1/2022 12:00:00am

To Date: 1/31/2022 11:59:59pm

Type Description	Count
911 Hangup	8
911 Silent	3
Alarm - Business	2
Alarm - Financial Institution	2
Alarm - Residential	4
Animal Complaint	1
Business Check	169
Citizen Assist	5
Civil Process	8
Criminal Warrant	4
Domestic Violence - Verbal	8
Domestic Violence - Physical	1
Escort	5
Extra Patrol	134
Fire - Elevator Rescue	2
Fire - Fire Alarm	4
Fire - Service Call	5
Follow Up Investigation	8
Fraud/Deception - Past	1
Harassment/Stalking/Threat	1
Intoxicated Driver	1
Juvenile Complaint	2
Lock Out	4
Medical	31
Mental Disorder	2
Notification Only	2
Parking Complaint	1
Phone Call	12
Protection Order Violation	1
Road Closure	4
Road Hazard./Disabled Vehicle	7
Shots Fired	1
Special Detail	6
Suspicious Person	4
Suspicious Vehicle	5
Traffic Crash Non Injury	3
Traffic Offense	1
Traffic Stop	51
Unknown Nature	2
Utility Problem	2
Vacation House Check	23
Well Being Check	7
<b>TOTAL</b>	<b>547</b>

## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for January 2022

Page : 1  
Report Date : 02/01/2022  
Report Time : 10:55:07

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$342.00	\$342.00	\$468.00
LOCAL COSTS	\$1,496.00	\$1,496.00	\$2,020.00
Additional Costs	\$0.00	\$0.00	\$39.00
Fines			
City Revenue From Fines	\$4,105.00	\$4,105.00	\$5,389.50
Fees			
Fees	\$430.00	\$430.00	\$114.50
Bond Forfeits			
Bond Forfeits	\$390.00	\$390.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$6,763.00</b>	<b>\$6,763.00</b>	<b>\$8,031.00</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$337.00	\$337.00	\$459.00
DRUG LAW ENFORCEMENT FUND	\$129.50	\$129.50	\$161.00
INDIGENT DEFENSE SUPPORT FUND	\$915.00	\$915.00	\$1,260.00
Fees			
Fees	\$30.00	\$30.00	\$0.00
<b>Total to State:</b>	<b>\$1,411.50</b>	<b>\$1,411.50</b>	<b>\$1,880.00</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$55.50	\$55.50	\$69.00
Restitution			
Restitution	\$0.00	\$0.00	\$85.00
<b>Total to Other:</b>	<b>\$55.50</b>	<b>\$55.50</b>	<b>\$154.00</b>
<b>TOTAL REVENUE *</b>	<b>\$8,230.00</b>	<b>\$8,230.00</b>	<b>\$10,065.00</b>
*Includes credit card receipts of	\$1,905.00	\$1,905.00	\$3,390.00

END OF REPORT

