



COUNCIL AGENDA

Monday, April 17, 2023 – 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, April 3, 2023 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report

VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2023-014

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE FRANKLIN STREET WATER MAIN AND STREET IMPROVEMENTS PROJECT, PHASE 2

ORDINANCE NO. 2023-015

AUTHORIZING A HEALTH INSURANCE PLAN FOR VILLAGE EMPLOYEES AND DECLARING AN EMERGENCY

None

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

May 1, 2023 at 7:00 pm

Upcoming Meetings and Events:

Special Meeting of Council, April 17 @ 5:30 p.m. to review the Charter

Finance Meeting, April 20, 2023 @ 5:00 p.m.

Public Works, May 1, 2023 @ 6:00 p.m.

Parks and Recreation Board, May 15 @ 6:00 p.m.

Planning Commission, May 23, 2023 @ 7:00 p.m.

**Village of Waynesville
Council Meeting Minutes
April 3, 2023 at 7:00 pm**

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

Absent: Mr. Brian Blankenship
Mr. Troy Lauffer

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

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, April 3, 2023.

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

Roll Call – 5 present

Mr. Gallagher made a motion to excuse Mr. Blankenship and Mr. Lauffer from tonight's Council meeting and Mr. Colvin seconded the motion.

Motion – Gallagher
Second – Colvin

Roll Call – 5 yeas

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Mayor Acknowledgements

Would like to acknowledge the great job done by all the Council members. They are getting projects done and making the Village a better place to live.

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Disposition of Previous Minutes

Mr. Colvin made a motion to approve the minutes as written for the Council meeting on March 20, 2023, and Ms. Dedden seconded the motion.

Motion – Colvin
Second – Dedden

Roll Call – 5 years

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Public Recognition/Visitor’s Comments

Sam Ison, 4588 Burnham Woods Dr, introduced himself to Council as the Superintendent of Wayne Local Schools. He thanked Council for the opportunity to speak with them and he appreciates the wonderful working relationship the school has with Chief Copeland and the Waynesville Police Officers. He stated this was his first year as the Superintendent recently coming out of retirement after four years as principal of Wayne Local High School. Mr. Ison stated the reason for being here was to request the reduction of the withholding income tax penalties from 50% to 15% for the months of July 2022 to December 2022. He stated that Council had previously and graciously granted this abatement for the penalties for the months of December 2021 through June 2022. He assured Council that the school has done its due diligence to ensure that nothing like this would happen again. Two individuals have been hired for the Payroll and Accounts Payable Departments instead of one and there are more checks and balances in place. Mr. Ison asked if it would be possible to have a resolution drafted to grant the lowering of the penalty from 50% to 15% for the next meeting in April. He added that the school has paid the penalties but is hoping to have them lowered and receive money back.

Mr. Colvin asked Mr. Ison if this would be the last request for an abatement. Mr. Ison stated that it would be. The school has worked hard to ensure nothing like this will happen again. Mr. Colvin stated it was hard for him to vote to give the abatement the first time because he felt it was unfair to other taxpayers that are obligated to pay penalties. He added that he is not inclined to vote to pass another resolution for an additional abatement, but he is just one member of Council. Mr. Ison stated that he was not sure why the other four months were not included in the first resolution. Mr. Colvin stated the original request was for the period that was approved, and he made sure the dates were included in the resolution. Mr. Colvin added that he understands why Mr. Ison is making the request but he personally does not think he would vote to pass a second resolution for the reduction of penalties, especially since this is coming after the fact and some of the payments were up to seven months late.

Mrs. Miller stated she also was not inclined to vote to pass a second resolution. She said she feels this would not be fair to other taxpayers who may ask for a similar break on penalties and not receive one. She feels it would set a dangerous precedent.

Ms. Dedden stated that she also does not think it is fair to the taxpayers to give another abatement. She feels as a representative of the residents, she does not think they would want a second abatement granted. She further added that the resolution said a one-time abatement and she meant that- It was only for one time.

Mr. Gallagher asked for clarification. He asked Mr. Forbes if the language of the resolution saying “one-time” means that an abatement can only be given once or if it just refers to that specific abatement. Mr. Gallagher further added that when the previous treasurer of Wayne

Local Schools made the request, he asked for an abatement for the penalties he was aware of. He did not realize there would be more penalties.

Mr. Forbes stated that the language “one-time” did not mean an abatement could only be given once. Council has the prerogative to consider another abatement. He also added that Council knew that the penalties extended beyond the dates on the resolution, however, Council decided to only consider the times that were originally asked for. Mr. Forbes stated that the resolution had to contain certain times and could not be open-ended.

Ms. Dedden said that anyone on Council can ask to have legislation drawn up by the law director and be placed on the agenda to be considered by Council. Mr. Forbes said procedurally that is true. Any member of Council can ask him to prepare legislation. But there will not be legislation to consider tonight as no request was made prior to the meeting.

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Old Business

Ms. Dedden reminded Council there will be a Special Council meeting on April 17, 2023 at 5:30 p.m. to review the Charter. She asked that Council look over the Charter before this meeting.
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Reports

Finance

The Finance Committee will meet Thursday, April 20, 2023, at 5:00 p.m. and the public is invited. Ordinance 2023-015 is on tonight’s agenda to approve health care for Village employees. Ms. Dedden suggested having two readings and adopting the ordinance at the next meeting as an emergency.

Public Works Report

Public Works will meet on May 1, 2023 at 6:00 p.m. The public is encouraged to attend to learn more about the Village’s infrastructure.

Special Committee Reports

The Parks and Rec Board will meet on May 15, 2023 at 6 p.m. to have further discussions on a possible new park at the old Michener property.

Village Manager Report

- ODOT has accepted the bid proposal from EHMT for the traffic light at the corner of Route 42 and North Street.

- The Street Department trimmed back the overgrowth of brush on High Street after receiving complaints.
- Provided photos of the updated progress on the GIS project to map the water system.
- The Water Department recently tested the Village's drinking water for VOCs and the results from ETR Labs said the Village's water was free of any traces of vinyl chloride. The Water Department also conducted a test through the EPA to test for lithium and PFAS. Those results will be received midyear.
- Shawn from Nimbus3 Cybersecurity met with staff and the Village's IT guy to review all the programs and hardware of the Village. He will submit a report with recommendations on where the Village can improve security.
- The Street Department collected scrap metal and received a check for \$250.
- PY37 grants for Franklin Phase I (Old Stage to Route 42) and Third Street will hopefully be put out for bid soon. PY38 is Franklin Phase II from Old Stage to Dayton. There will need to be a Phase III for Franklin Road but would like to replace the water lines on Fourth, Fifth, and Sixth Streets first because of the possibility of lead lines.
- Met with Steve Johnson from Harvest Baptist Church about getting an easement to cross the property for the water line from Well 10 to the pumping station. He has met with the church board, and they have agreed to grant the easement. The next step is to get the easement surveyed.
- April 29 is the Recycle Rally.
- There is an ordinance on tonight's agenda to install a road from the back of the parking lot at Bowman Park to Well 10. This is necessary because the area continually floods making it difficult for heavy equipment to access Well 10. The lowest bid was from Fed Excavating.

Police Report

- Just handed out March Calls for Service and Mayor's Court Month End because the month ended this weekend. The code enforcement report was also provided for review.
- I will be attending the Chiefs' Conference in Columbus from April 23-25.
- Mike Dewine signed distracted driving into law, and this went into effect today. There will be a six-month warning period.
- I will be on vacation from April 10-15 and am asking to be excused from the next Council meeting and appoint Lt. Bledsoe as Acting Manager.

Mr. Colvin asked Chief Copeland to thank Sgt. Denlinger for cleaning up the code enforcement report; it is easier to read.

Mr. Gallagher asked how the current road going to Wells 6,7 and 8 has held up. Chief Copeland stated there are no issues. He also said that the new road will have areas where mesh fabric will be put down in soggy areas.

Mr. Colvin asked if the cybersecurity expert had looked at Ms. Crockett's UAN laptop. Chief Copeland stated he was briefed on all software the Village uses including UAN.

Financial Director Report

None

Law Report

None

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New Business

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Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2023-014

Authorizing the Village Manager to Enter into a Contract with Choice One Engineering for Professional Services Related to the Franklin Street Water Main and Street Improvements Project, Phase 2

Chief Copeland stated that the Village receives extra points for having the engineering plans 80% completed before applying for the grant.

Mr. Colvin asked if the Township had agreed to be part of a cooperative agreement with the Village on this project. Chief Copeland stated he has not yet asked the Township and will soon be putting together a letter for this purpose.

Mr. Gallagher made a motion to have the first reading for Ordinance 2023-014 and Mrs. Miller seconded the motion.

Motion – Gallagher
Second – Miller

Roll Call – 5 years

Ordinance No. 2023-015

Authorizing a Health Insurance Plan for Village Employees and Declaring an Emergency

Mr. Colvin made a motion to have the first reading for Ordinance 2023-015 and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 5 yeas

Ordinance No. 2023-016

Authorizing the Village Manager to Enter into a Contract with Fed Excavating, Inc. in an Amount Not to Exceed \$65,000 for Material and Labor Related to the Construction of a Road to Well #10 and Declaring an Emergency

Chief Copeland stated the bid was for 59K, but padded the number because the quote did not include the mesh fabric for extra wet areas.

Mr. Gallagher made a motion to waive the two-reading rule for Ordinance 2023-016 and Ms. Dedden seconded the motion.

Motion – Gallagher
Second – Dedden

Roll Call – 5 yeas

Ms. Dedden made a motion to adopt Ordinance 2023-016 as an emergency and Mr. Gallagher seconded the motion.

Motion – Dedden
Second – Gallagher

Roll Call – 5 yeas

Second Reading of Ordinances and Resolutions

None

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Tabled Ordinances and Resolutions

None

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Executive Session

None

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Mrs. Miller made a motion to adjourn at 7:45 and Mr. Colvin seconded the motion.

Motion – Miller

Second – Colvin

Roll Call – 5 yeas.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2023-014

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE FRANKLIN STREET WATER MAIN AND STREET IMPROVEMENTS PROJECT, PHASE 2

WHEREAS, the Village has previously applied for a grant related to the Franklin Street Water Main and Street Improvements Project, Phase 2; and

WHEREAS, in the event that the grant is approved, the Village will require certain professional services related to the Project; and

WHEREAS, Choice One Engineering has submitted a proposal for such professional services.

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

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for professional services related to the Franklin Street Water Main and Street Improvements Project, Phase 2 in accordance with the proposal attached hereto as Exhibit A.

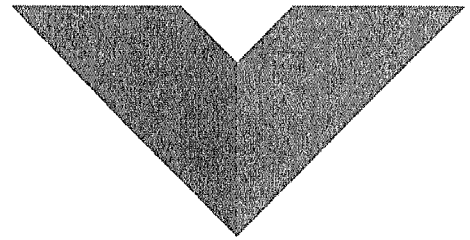
Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$87,250 for said professional services as more fully detailed in the proposal attached hereto as Exhibit A.

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

Adopted this _____ day of _____, 2023.

Attest: _____
Clerk of Council

Mayor



Date
March 29, 2023

Attention
Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address
Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject
Agreement for Professional Services
Franklin Street Water Main and Street Improvements, Phase 2
WAR-WAY-2202

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Franklin Street Water Main and Street Improvements, Phase 2.

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 four pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

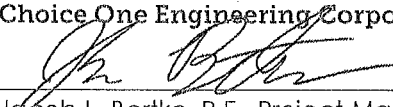
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of Waynesville

Authorized Signature

Date

Choice One Engineering Corporation



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

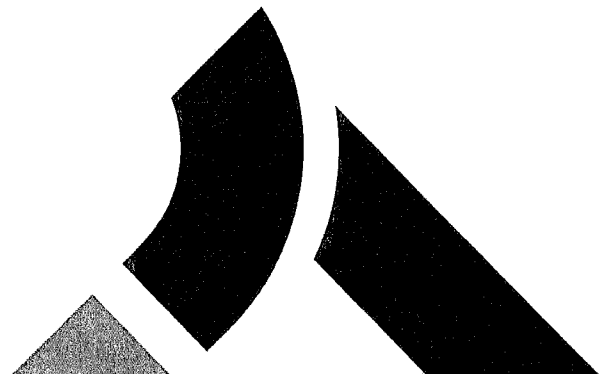
3/29/2023

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



Scope of Services

Project Snapshot

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

Project Details

- The project will consist of water main replacement, storm sewer replacement, street resurfacing and misc. street repairs along Franklin Road, between Lytle Road and 4th Street.
- The total project length is approximately 1,800'.
- Approximately 1900' of 4" water main will be replaced with 8" water main along the project route and for side-street tie-ins.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- New fire hydrants will be supplied along the project route to meet current spacing requirements.
- Storm sewer improvements will be made along the project route also, to replace existing undersized and failing storm sewer system.
- Water and storm replacements will connect to "downstream" replacements being done with Franklin Street, Phase 1, which will terminate at the intersection of Franklin Road. and 4th Street.
- 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 2023 to fund most of the project.
- See attached project area exhibit.

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. Water and Storm Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Storm Sewer Plan and Calculations

- vii. Maintenance of Traffic Notes
 - viii. Street Resurfacing Plan and Details
 - b. Plans will be submitted to the Village for review at 50% and 90% design stages.
- 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. Construction Layout Staking
3. Easement and Right-of-Way Plats or Descriptions
4. Ohio Environmental Protection Agency (OEPA) Permits and Submittals

Client Responsibilities

- Payment of all development and other agency-related fees.
- 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	\$8,000.00
Construction Plans	\$52,750.00
Construction Bidding Procedures	\$4,000.00
Record Drawings	\$2,500.00
Total	\$67,250.00
<i>Construction Administration Services</i>	<i>Hourly (\$20,000 budget)</i>

Schedule

Choice One will complete construction plans within one-hundred (100) days after receipt of an executed Agreement. Plans will be complete in time for the OPWC Submittal in July of 2023.

WAR-WAY-2202 Franklin PH. 2

-Wtr. Main and Storm Replacement
-1800' centerline total

Legend

- Grandpa's Good Stuff
- WAR-WAY-2202 Franklin Road Phase 2



Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

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

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

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

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

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

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

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

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

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

ORDINANCE NO. 2023-015

AUTHORIZING A HEALTH INSURANCE PLAN FOR VILLAGE EMPLOYEES AND DECLARING AN EMERGENCY

WHEREAS, Council for the Village of Waynesville has always desired that all regular full-time employees be covered by medical insurance; and

WHEREAS, Council further desires to authorize health insurance for the period beginning May 1, 2023 and ending April 30, 2024.

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

Section 1. That the Council for the Village of Waynesville hereby authorizes and approves the health insurance plan set for in Exhibit A, attached hereto and incorporated herein by reference, for the period beginning May 1, 2023 and ending April 30, 2024.

Section 2. That the Village Manager is further authorized to execute any and all documents necessary for the administration of this program.

Section 3. That the Finance Director is hereby authorized to make any and all payments as required by the plan.

Section 4. 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 renew the health insurance plan before the expiration of the existing plan.

Adopted this _____ day of _____, 2023.

Attest: _____
Clerk of Council

Mayor

February 24, 2023

SOCA VILLAGE OF WAYNESVILLE IN WARREN COUNTY
1400 LYTLE ROAD
WAYNESVILLE, OH 45068

It's time to renew your benefits. We've included everything you need to choose the right plan for your business.

Dear Valued Customer,

Thank you for entrusting us with your employees' healthcare. We remain committed to delivering whole-health benefits that meet your budget and help your employees live healthier, more productive lives. Our strong partnerships with leading providers and wide range of personalized plan options enable us to offer coverage to help your employees feel confident in their care.

We know how important it is to have a benefits plan that reflects both your financial objectives and the unique health needs of your employees. That's why this package includes everything you need to renew your current plan or select from a variety of other plans. It covers:

- Monthly Premium Equivalent renewal rates for your proposed plans.
- Alternate plan options.
- Important information highlights.

High-quality programs to enhance your employees' total health journey and simplify administration for you

Anthem Link ** where available

Anthem Link is an all-in-one solution designed to help lower costs and guide employees to high-quality virtual and in-person care. Built around a powerful digital experience, Anthem Link features:

- Comprehensive medical and pharmacy benefits.
- No copays for LiveHealth Online virtual visits, virtual primary care visits* and primary care provider office visits for children <19. *
- Clinical and wellness programs that offer engagement incentives (up to \$200 total per year).
- 24/7/365 service where members can chat with a customer service representative.

*Deductible may apply to non-preventive services under health savings account (HSA)-compliant plans.

**Available in Cincinnati, Columbus, and Dayton.

EmployerAccess

The EmployerAccess online tool and new mobile app allows you to manage employee benefits quickly and easily, 24/7. With just a few clicks, you can make changes in enrollment, check eligibility, or pay bills. EmployerAccess can help you work simpler and smarter.

Virtual Primary Care

Virtual Primary Care through our SydneySM Health mobile app provides your employees with:

- 24/7 access to care with full medical history context.
- Text or video chats with a board-certified doctor.
- Preventive care through wellness check-ins and lab screenings.
- There are no copays for these services*

*Deductible may apply to non-preventive services under HSA plans.

Emotional Well-being Resources

We offer access to Emotional Well-being Resources, an online self-help tool that uses clinically proven models to help people manage stress, depression, anxiety, substance use, and sleep issues.

Employees and their families (ages 13+) can benefit from:

- Comprehensive self-assessments which facilitate appropriate program recommendations.
- Personalized care modules that promote skill-building, resiliency and mindfulness.
- Opportunities to engage Master's-level clinical coaches via text, email and phone.
- Post-program surveys, mindfulness moments and webinars which support ongoing care.

Anthem Health Guide

Our Anthem Health Guide concierge service helps your employees navigate the healthcare system with confidence. Highly trained health guides, backed by smart technology, create a simpler experience and offer extra support, including:

- Resources for comparing costs, finding in-network doctors, and accessing virtual care.
- Cancer support for employees and their families during treatment.
- Behavioral health support for individuals and their families struggling with mental health, substance abuse, or other personal issues.

ZipDrug

This high-touch service connects your employees to the next generation of pharmacy care. Available for your employees taking maintenance medications, ZipDrug delivers:

- Concierge service with digital and telephonic engagement.
- Scheduled delivery at no additional cost.
- Personalized fulfillment with medication review, multi-dose packaging, and coordinated refills.

Consider integrating Anthem plans for more connected care

Adding dental, vision, life, and/or disability to medical coverage helps improve coordination, quality, and cost-effectiveness. Our Anthem Whole Health Connection® model is designed to present a fuller picture of employee health by linking all aspects of their care together. This approach helps to identify issues earlier, bridge any gaps in care, and promote whole-person health.

Please work with your broker to return paperwork to us 25 days before your effective date

Your broker can help you choose the right plan for you and your employees, while also keeping your budget in mind. For your reference, your renewal packet is also available on our dedicated employer portal, EmployerAccess, at anthem.com/employer.

Anthem Blue Cross and Blue Shield
4361 Irwin Simpson Road
Mason, OH 45040-9498

Additional information

Please note that your Southern Ohio Chamber Alliance (SOCA) Benefit Plan participation agreement requires 30 days prior written notice of cancellation if your group chooses not to accept this renewal. This advanced notice is also required in order to discontinue the EFT withdrawal for your premium equivalent rates. Pursuant to the terms of this agreement if your group fails to provide the required advance notice of cancellation and if Anthem and the SOCA Benefit Plan have provided benefits for persons no longer eligible because Anthem did not receive timely notification of cancellation, then the plan will enforce its right to recover from your group all unrecoverable claim amounts paid.

As your renewal is provided by SOCA Benefit Plan, you will see appropriate premium equivalent rates for medical, however specialty is offered by Anthem and reflects fully insured premiums.

We are privileged to serve as your trusted health partner. We will continue to work hard to control costs, simplify access, and help improve the overall health and well-being of your employees.

Thank you for your continued trust and confidence,

Anthem & Southern Ohio Chamber Alliance (SOCA) Benefit Plan

Your Renewal Snapshot

Your current medical plan(s) and the renewal plan(s) are reflected in the grid(s) below. A complete listing of benefit details can be found on the Summary of Benefits at sbc.anthem.com. Or click on the plan name in electronic copies, then enter your renewal effective date into the top box of that page.

Renewal Premium Equivalent Rates for your Medical Plan(s)

Plan Name/Contract Code	Ded Ind/Fam	OOP Max	Office Visit PCP/SPC	Inpatient Hospital	ER/UC	Prescription Drugs	EMP	ESP	ECH	FAM	% of Change	
Current Plan 1 SOCA Benefit Plan Blue Access PPO 5000/0%/7000 - 6ANA	\$5000/ \$10000	\$7000/ \$14000	\$30/ \$60	Ded:0%	\$450:0%/ \$75	Level 1- \$15/ \$45/ \$90/ \$275 Level 2- \$25/ \$55/ \$100/ \$375	\$383.42	\$842.76	\$647.21	\$1183.62		
Renewal Plan 1 SOCA Benefit Plan Blue Access PPO 5000/0%/7000 - 6VJH	\$5000/ \$10000	\$7000/ \$14000	\$30/ \$60	Ded:0%	\$500:0%/ \$75	Level 1- \$15/ \$45/ \$90/ \$275 Level 2- \$25/ \$55/ \$100/ \$375	\$437.11	\$960.77	\$737.84	\$1349.36	14.00%	
Enrolled							4	1	2	5	Total: 12	
Medical Enrolled:							12	Medical Premium Equivalent Rate:		\$10931.69	Medical % of Change: 14.00%	

The benefits and rates reflected in this quote have been adjusted to comply with changes required by the Affordable Care Act beginning in 2014, if not yet approved by the Department of Insurance, these benefits and rates might need to be adjusted. This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached.

Coverage Types - EMP=Employee Only, ESP=Employee/Spouse, ECH=Employee/Child(ren), FAM = Family

Premium Equivalent Rates

Addendum to the Participation Agreement

The Employer shall pay Anthem the following premium equivalent rates per Employee per month for the Contract Period.

Coverage	EMP	ESP	ECH	FAM
SOCA Benefit Plan Blue Access PPO 5000/0%/7000 - 6VJH	\$437.11	\$950.77	\$737.84	\$1349.36

Rates are proposed for an effective date of 05/01/2023. Rerate is required after this date. Final rates will be based on the actual effective date. Rates are based upon primarily located in the 45068 zipcode area. Final rates will be based upon the actual location, census, final benefits selected and the underwriting rules in effect upon acceptance by the SOCA Benefit Plan. This renewal is subject to underwriting approval by the SOCA Benefit Plan. The entire provisions of benefits and exclusions are contained in the Participation Agreement. In the event of a conflict between the Participation Agreement and this description, the terms of the Participation Agreement will prevail. NOTE: If the alternate Option request form is not received by the effective date listed on this proposal, a new proposal must be submitted. All HSA-compatible or high deductible plans are stand-alone plans, without an employer self-funding or insuring the deductible. Employer funding (other than through contributions to the employee's HSA account) could cause these plans to not meet Affordable Care Act rating requirements. This means the plan will no longer be Guaranteed issue, if the employer self-funds or insures the deductible or other cost-share amounts.



Matt Appenzeller, Plan Administrator
 Southern Ohio Chamber Alliance Benefit Plan