



COUNCIL AGENDA

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

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgements)
- IV. Disposition of Minutes of Previous Meetings
April 5, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Finance Director's Report
 - Police Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021 - 014

IMPOSING A MORATORIUM FOR A PERIOD OF 180 DAYS ON THE GRANTING OF ANY PERMIT OR ANY OTHER ACTION ALLOWING SHORT-TERM RENTALS SUCH AS AIRBNB WITHIN THE VILLAGE OF WAYNESVILLE, OHIO AND DECLARING AN EMERGENCY

ORDINANCE NO. 2021-015

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH PCI SERVICES AND DECLARING AN EMERGENCY

ORDINANCE NO. 2021-016

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH NELSON TANK ENGINEERING & CONSULTING, INC. AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE 2021-013

ADOPTING SECTION 50.107 OF THE WAYNESVILLE CODIFIED ORDINANCES RELATED TO CLOSED/INACTIVE WATER ACCOUNTS

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

May 3, 2021 at 7:00 pm

Upcoming Meetings and Events:

Working Session of Council to review Rules of Council, April 19 @ 6:00 p.m.

Public Works Committee Meeting, May 3, 2021 @ 6:00 p.m.

Finance Meeting, April 22, 2021 @ 5:00 p.m.

Village of Waynesville
Council Meeting Minutes
April 5, 2021 at 7:00 pm

DRAFT

Present: Mayor Earl Isaacs
Mr. Brian Blankenship
Mr. Chris Colvin
Ms. Joette Dedden
Mr. Zack Gallagher
Mrs. Connie Miller
Absent: 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 5, 2021.

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

Roll Call – 6 present

Ms. Dedden made a motion to excuse Mr. Lauffer from tonight's meeting and Mr. Gallagher seconded the motion.

Motion – Dedden
Second – Gallagher

Roll Call – 6 years

At Mayor Isaacs's request, Chief Copeland led Council in the Pledge of Allegiance and Mr. Blankenship led Council in a moment of prayer.

Mayor Acknowledgements

None

Disposition of Previous Minutes

Mr. Colvin made a motion to approve the minutes of March 15, 2021 as written and Mrs. Miller seconded the motion.

Motion – Colvin
Second – Miller

Roll Call – 6 yeas

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Public Recognition/visitor’s comments

Zack McDaniel, 1030 Hunter Run, from Talbert House Prevention Services spoke about the rise of binge drinking in Warren and Clinton County. He wanted to inform Council about their new “Be One of Us” initiative that aims to increase awareness regarding binge drinking. The purpose is to spread knowledge and ultimately break the misconceptions about binge drinking that are so prevalent in communities.

Sharon Jewell, 661 Robindale, presented to Council a petition signed by concerned residents against allowing a possible Airbnb on Robindale. She felt this would bring down property values and expressed concerns about the element of some renters. Ms. Jewell asked if there was any legislation that addresses Airbnbs. It was confirmed that the Village does not have any codes in place that covers short-term rentals. Ms. Jewell asked Council to resolve the lack of legislation. She felt it would be bad for the community to allow Airbnbs in single-family residentially zoned areas.

Chief Copeland said he agreed with most of Ms. Jewell’s statements. He also confirmed that the Village lacks codes that addresses short term rentals. He suggested Council create a temporary committee to look over the way to address short term rentals of 30 days or less within the community. Ms. Dedden concurred with Chief Copeland that the best way to handle this would be to form a temporary committee that would research, work with the law director, and find the best solution for the Village. Mr. Colvin suggested a working session of Council.

Mr. Forbes stated that a committee would be the wisest route as this topic would most likely take more than one meeting. He would advise that Council study and research the topic thoroughly before passing any regulations. He would be willing to work with the committee to find out the best legislation for the Village and make sure it falls within the authority of Council.

At this time, Council discussed the best way to approach addressing short-term rentals. It was decided to form a committee of three Council members. Ms. Dedden asked Chief Copeland to attend meetings. Mr. Forbes reminded Council that a committee of Council is subject to all the Sunshine Laws and must advertise and make all meetings public. Also, only three members from Council can be on a committee.

Mr. Colvin asked Mr. Forbes if it would be in the Village’s best interest to pass a moratorium to restrict any short-term rentals until the new committee can complete due diligence on how to best address short term rentals within the entire Village. Mr. Forbes agreed that a moratorium would be an appropriate way to put short term rentals on hold until the Committee and Council can research and decide what is best for the Village. Mr. Forbes stated he would have one prepared for the next meeting. He also stressed that an Airbnb is different from a Bed and

Breakfast. The Village has codes for Bed and Breakfasts, the committee would only be researching short-term rental regulations.

Ms. Morley stated residents could provide an email to follow progress on the short-term rental discussion and receive announcements for meetings. She emails the Council Agenda twice a month which will include any upcoming meetings and minutes of past Council and Committees meetings.

Travis Hatmaker, 722 Joycie Lane, addressed Council to express his concerns about Airbnbs within residential communities. He stated that there have been two drive by shootings happen in nearby municipalities where individuals have been renting out Airbnbs. He stated that he did not think residentially zoned areas were appropriate for Airbnbs.

Old Business

None

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Reports

Finance

The Finance Committee will meet Thursday on April 22, 2021 at 5:00 p.m. at the Government Center.

Public Works Report

Met this evening and discussed the need to upgrade the wiring to the wellheads. The Committee has asked Chief Copeland to have an ordinance prepared for the next Council meeting to accept the bid. The next Public Works Committee meeting will be on May 3, 2021 at 6:00 p.m. and the public is encouraged to attend.

At this time, Mayor Isaacs announced Mr. Blankenship had to leave the meeting due to prior commitments. He also thanked Mr. Blankenship for the beautiful Easter lilies.

Special Committee Report

Mr. Colvin stated the Chamber of Commerce announced the Sauerkraut Festival will be held this October. He asked Chief Copeland if there needed to be any follow up concerning the recommended insurance policy for the festival. Chief Copeland stated that the Chamber is in compliance with insurance requirements requested by the Village.

Village Manager Report

- Did not prepare a Village Manager's report as was on vacation, will touch briefly on projects going on within the Village.
- Having a quote prepared for rewiring Well 7. The current wiring is only producing 400 volts and needs 480 volts to get the pump to run. Will have an ordinance at the next meeting as an emergency for about \$39K. This will be an emergency as Well 7 is an important well and is out of the flood zone. The funds will come out of the water tower painting project fund that has leftover funds because the project came in under bid.
- It does appear the Village will be receiving about \$630K from the American Rescue Plan. Would like to research using the funds to build a new water pumping station to help with the chlorination contact time.
- The fencing to secure the maintenance building and wellfields should be done in the next couple weeks.
- The new water distribution center is almost completed.
- Attended a walk through with Choice One to check the status of the Miami, High, Edwards OPWC Project. There are a few things on the checklist that will need to be taken care of. The line going under Quaker Heights has been abandoned. The streets should be repaved in the next month or so.

Police Report

- Police department is doing well and running smooth.

Financial Director Report

- Provided copies of the 2021 Oakwood Water and Sewer Rate Survey. The cost of water for Village residents falls about \$26 dollars less than the average cost of water for 62 nearby municipalities.

Law Report

- Senate Bill 22 passed in the State Legislature and was vetoed by the Governor. There were enough votes to override the veto and will become law in June. This was to limit legislative oversight of the Governor in terms of health orders and provide the State Legislature the ability to revoke health orders after 30 days.

Mrs. Miller asked about the court case involving the state keeping a portion of municipal income tax. Mr. Forbes stated the ruling of the court was that it was improper for the state to withhold .5% from local municipal tax as an administrative fee for filing with the state. The state was ordered by the court to give this fee back.

New Business

Mayor Isaacs stated that at this time it would be determined who would serve on the temporary Council Committee to research the best way to address short term rentals. Mrs. Miller, Ms. Dedden, and Mr. Gallagher volunteered to form the temporary committee.

Ms. Dedden asked Council to review the Rules of Council. There will be a working session of Council on April 19 at 6:00 p.m. to propose changes and updates.

Legislation

First Reading of Ordinances and Resolutions

Ordinance 2021-013

Adopting Section 50.107 of the Waynesville Codified Ordinances Related to Closed/Inactive Water Accounts

Ms. Dedden made a motion to have the first reading of Ordinance 2021-013 and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 5 yeas

Second Reading of Ordinances and Resolutions

Ordinance No. 2021-008

Authorizing a Health Insurance Plan for Village Employees

Ms. Dedden made a motion to take Ordinance 2021-008 off the table and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 5 yeas

Ms. Dedden made a motion to amend Ordinance 2021-008 as an emergency and add emergency clause and Mr. Colvin seconded the motion.

Motion – Dedden
Second – Colvin

Roll Call – 5 yeas

Ms. Dedden explained that the ordinance had to be passed as an emergency because the Village was waiting on a quote from another insurance company to compare rates. Mr. Colvin asked

now that the other quote has been received, what is the Finance Committee's recommendation for employee health insurance. Ms. Dedden stated that the employees have had Anthem Blue Cross Blue Shield for several years with no complaints. United Healthcare was less expensive but there were too many changes compared to the current plan that were not employee friendly. She stated that she felt Anthem was in the employee's best interest. Mrs. Miller agreed with Ms. Dedden's assessment. Chief Copeland stated he had spoken with employees and they are happy with current the insurance policy.

Mr. Colvin explained the MEWA policies being considered by the Village and is only available to companies with less than 50 employees. Ms. Morley explained that MEWA is a self-funded policy that takes into consideration the overall health of the employees instead of ACA standards that only considers an employee's age, sex, and locality. By joining the MEWA, the Village was able to save over 30K last year.

Mr. Colvin made a motion to adopt Ordinance 2021-008 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 5 yeas

Tabled Ordinances and Resolutions

Executive Session

None

Ms. Dedden made the motion to adjourn at 7:42 p.m. and was seconded by Mr. Colvin. All were in favor.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2021 - 014

IMPOSING A MORATORIUM FOR A PERIOD OF 180 DAYS ON THE GRANTING OF ANY PERMIT OR ANY OTHER ACTION ALLOWING SHORT-TERM RENTALS SUCH AS AIRBNB WITHIN THE VILLAGE OF WAYNESVILLE, OHIO AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville, Ohio desires to coordinate regulations regarding short-term rentals such as Airbnb; and

WHEREAS, for the purposes of this Ordinance, “short-term rental” shall mean the renting of any structure or part thereof for a term of less than 30 consecutive days; and

WHEREAS, the Village Council has been approached by a group of concerned citizens requesting that the Village adopt regulations for short-term rentals; and

WHEREAS, it is recommended that the Village Administration review and make recommendations on the issue to conform to the Village’s goal of providing adequate regulations to ensure the public peace, health, safety and welfare of its citizens; and

WHEREAS, a moratorium on the granting of permits or any other action allowing such short-term rentals within the Village of Waynesville will allow the Village time to accomplish these goals.

NOW, THEREFORE, be it ordained by the Council of the Village of Waynesville, Ohio, _____ members elected thereto concurring:

Section 1. That Waynesville Village Council seeks a moratorium of 180 days on permits or any other action allowing short-term rentals such as Airbnb within the Village of Waynesville, in order to preserve the public peace, health, safety, and welfare of the citizens of Waynesville, Ohio.

Section 2. That Waynesville Village Council seeks to limit the duration of the moratorium and to request immediate investigation and review of proposed comprehensive regulations for short-term rentals within the 180 day period of the moratorium.

Section 3. That Waynesville Village Council hereby imposes a moratorium on permits or any other action allowing short-term rentals for a period of 180 days from the effective date of this Ordinance and directs that no permits shall be issued for these uses during the 180 day period of the moratorium.

Section 4. That Waynesville Village Council further finds that a moratorium for 180 days is reasonable and will allow a study for comprehensive regulations.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Waynesville, Ohio, and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to implement the moratorium at the earliest possible date.

Passed this ____ day of _____, 2021

Mayor

Attest:

Clerk of Council

3051648.1

ORDINANCE NO. 2021-015

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH PCI SERVICES AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the Village of Waynesville to run electric wires to certain wells; and

WHEREAS, PCI Services has submitted an acceptable proposal for said work.

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

Section 1. That the Village Manager is hereby authorized to execute a contract with PCI Services pursuant to the terms of the proposal attached hereto as Exhibit A.

Section 2. That the Finance Director is authorized to pay PCI Services an amount not to exceed \$43,000.00 pursuant to the terms of the proposal

Section 3. 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 passage. The reason for said declaration of emergency is the need to accept the proposal at the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

P C I Services

62 Big Pine rd.
Winchester, OH 45697 US
9375159369
nmerrill6@gmail.com

Estimate

ADDRESS

Village of Waynesville
1400 Lytle Rd
Waynesville, OH 45068
United States

ESTIMATE # 0012065
DATE 04/05/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/05/2021	Service	excavtor and operator to dig 1500 foot trench	1	4,000.00	4,000.00
04/05/2021	Service	labor to install conduit and pull boxes	50	50.00	2,500.00
04/05/2021	Service	labor to pull wire	100	50.00	5,000.00
04/05/2021	material	Materials 3000 feet 2 inch conduit, 7 pull boxes, 9000 feet #2 copper wire, 3000 feet #6 ground, and misc conduit fittings bucketr of pull string estimate on copper wiring subject to change due to better field measurment when conduit is install and do to price of copper changing daily village responsible to locate water main	1	27,500.00	27,500.00

TOTAL **\$39,000.00**

Accepted By

Accepted Date

Thank you for your bussiness
Me14398
Ce14399

ORDINANCE NO. 2021-016

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH NELSON TANK ENGINEERING & CONSULTING, INC. AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the Village of Waynesville to engage a consultant for water tank inspection services; and

WHEREAS, Nelson Tank Engineering & Consulting, Inc. has submitted an acceptable proposal for said work.

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

Section 1. That the Village Manager is hereby authorized to execute a contract with Nelson Tank Engineering & Consulting, Inc. pursuant to the terms of the proposal attached hereto as Exhibit A.

Section 2. That the Finance Director is authorized to pay Nelson Tank Engineering & Consulting, Inc. an amount not to exceed \$30,000.00 pursuant to the terms of the proposal

Section 3. 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 passage. The reason for said declaration of emergency is the need to accept the proposal at the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



Nelson Tank Engineering & Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

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

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

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

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

Debra Otberg
Proposed by CONSULTANT

January 25, 2021
Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

250,000-Gallon Tank Painting & Repairs

I. Full Time Inspection Services

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

II. Miscellaneous Provisions

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

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

Proposed Service Fees

250,000-Gallon Tank Painting & Repairs

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

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

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

** Project length assumed at 8 weeks.

7 weeks of actual inspection based on 5 days per week

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

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

Section III

Additional Service Fees

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

Expenses

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

Laboratory Testing

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

NELSON TANK ENGINEERING AND CONSULTING, INC.
AGREEMENT

General Conditions
(Owner Document)

I. BASIC PROVISIONS

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

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

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

III. INSURANCE

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

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

IV. CONSULTANT'S RESPONSIBILITIES

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

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

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

V. OWNER'S RESPONSIBILITIES

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

VI. CHANGES IN WORK

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

VII. PAYMENTS TO CONSULTANT AND COMPLETION

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

VIII. TERMINATION OR SUSPENSION OF SERVICES

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

IX. DISPUTE RESOLUTION

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

X. MISCELLANEOUS

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

XI. SAFETY

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

ORDINANCE 2021-013

**ADOPTING SECTION 50.107 OF THE WAYNESVILLE CODIFIED ORDINANCES
RELATED TO CLOSED/INACTIVE WATER ACCOUNTS**

WHEREAS, Chapter 50 of the Waynesville Codified Ordinances provides for public utilities rules and regulations; and

WHEREAS, in order to preserve the efficient operation of the Village utility billing department, Council has determined that it is now necessary to enact certain regulations related to dormant water accounts.

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

Section 1. That section 50.107 of the Waynesville Codified Ordinances is hereby adopted as set forth herein:

50.107 CLOSED/INACTIVE WATER ACCOUNTS

(A) A water account shall be deemed to be closed if there is no activity of any sort, including but not limited to no usage fees or capital improvement charges being incurred, for a period of ninety (90) days from the issuance of the final bill.

(B) The outstanding balances in any closed water accounts which have a credit or debit balance under the value of \$5.00 shall be written off.

Section 2. That all other provisions of Chapter 50 of the Waynesville Codified Ordinances shall remain in full force and effect except as expressly modified herein.

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

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

FINANCE COMMITTEE MEETING

March 18, 2021 @ 5:00 p.m.

Members present: Joette Dedden, Brian Blankenship, Connie Miller

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

Guests: Chris Colvin

1. Mr. Blankenship made a motion to approve the Finance Committee minutes as written for February 25, 2021 and was seconded by Mrs. Miller.

3 Years

2. Ms. Crockett explained the bank rec would be sent out later. Ms. Crockett stated that Open Checkbook has been updated and final appropriations were approved at the last Council meeting. She also went over her reflections of several accounts with the Committee.

- Interest rates

- 2015 the Village received \$5,700.
- 2016 the Village received \$11,800.
- 2017 the Village received \$24,000.
- 2018 the Village received \$61,000.
- 2019 the Village received \$76,000.
- 2020 the Village received \$38,000 – the decrease is COVID related.

- Trash pickup in 2020: The Village spent 212K and received 196K in revenue. The Village gave 1 month of trash service free which is reflected with the 16K in the red. However, the fund is 23K to the good.

- The street lighting fund spent 25K and received 32K in revenue.

- Water revenue is looking good even with the loss of Warren County as a customer.

- Revenue received through income tax; this should increase this year by 150K – 200K with the .25% increase:

- 2017 – \$406K*
- 2018 – \$391K
- 2019 – \$384K
- 2020 – \$422K*
- * RITA Subpoena program

- The balance for the County Vehicle tax is at \$160K.

3. Ms. Dedden asked about the remaining \$14.5K in the Coronavirus Relief Fund and asked how long the Village has to spend this money. Ms. Crockett explained that it was from unspent money from other municipalities that was redistributed and did not get it appropriated before the end of the year. Ms. Crockett thinks that the cutoff date is March 31 but will check. The Village may have to send the money back to the Auditor, depending on the date.

4. Ms. Dedden asked about the appropriations in the police levy fund. The new appropriations only show 15K being appropriated for a new police vehicle. The new vehicle cost at least 35K. Ms. Crockett explained the other 20K was taken out of the police line in the General Fund (1000-110).
5. Ms. Dedden asked about the Street Levy Fund under capital outlay there is 15K tagged for a plow truck, fund 2902-800-500. She did not think that the Village was going to purchase another plow truck. Ms. Crockett explained that it was left in there unintentionally but can be moved and used on other projects as needed.
6. Ms. Morley explained that there were about 30 closed, water accounts that have a credit of a couple cents to a few dollars. She asked the Committee if they would recommend presenting an ordinance to Council to write off accounts with a credit under \$10 to help clean up closed water accounts. Ms. Dedden felt that \$10 was too much. Ms. Morley suggested that accounts with a debit or a credit of \$5.00 or less. She will speak with Mr. Forbes to ensure that there are no legal issues.
 - Ms. Miller made a motion to present Council an ordinance to write off closed water accounts with a credit or debit of \$5.00 or less and was seconded by Mr. Blankenship.
3 Yeas
7. Mr. Blankenship made a motion to adjourn the meeting at 5:25 and seconded by Mrs. Miller and all were in favor.

Council Report

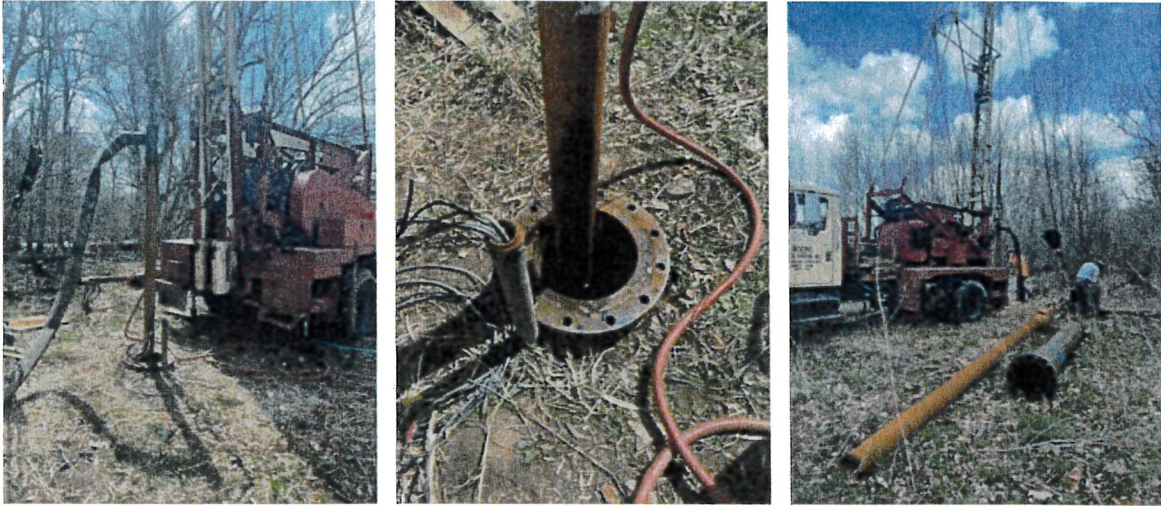
April 19, 2021

Chief Copeland

Manager

- I reported in my March 15th report that L&T Painting Inc. won the Lytle Ferry Tower painting and reconditioning bid at \$165,780.00. They are looking to begin this project in June, and it should take approximately three weeks. I will have an exact date to share with you after the pre-construction meeting. An ordinance has been prepared and requested to be passed as an emergency for NTEC (Nelson Tank Engineering & Consulting Inc.). NTEC will be supervising the project to ensure that L&T Painting is following the Choice One engineered specifications and that all EPA standards are in compliance. I have provided another copy of NTEC's proposal for your review. This agreement was reviewed by Council in a prior report and a few concerns were addressed at the meeting. The first concern was Section II, miscellaneous provisions. I contacted Keith Nelson and he advised that this section does not pertain to the Village project because they did not do the engineering for this job. Choice One Engineering did the specs for the project, so I will cross out that section and initial the final signed agreement. The other concern brought up was Section III which includes the additional services. This is a rate chart provided in the event we want to hire them for a project outside the scope of the Lytle Ferry Tower. For example, this would apply if we asked them to inspect the condition of the Covey Tower. In addition, this could apply if the Lytle Ferry Tower project goes beyond the 35-day proposal project time. Choice One has a liquidated damage amount of \$400 per day to be paid by L&T Painting Inc. if they go over on the project completion date. Keith Nelson did advise that he will work with us at a lower rate if needed. The total cost of NTEC consulting service is \$25,200.00 based on 35 days of service. If the project is completed in three weeks as advised by L&T Painting, the total project consulting cost could be less than proposed. He also answered several other questions that helped with clarity of the contract and it is my recommendation to move forward to approve the ordinance on the agenda.
- We contacted Ashlee Fence Enterprises who will be installing the 8' fence at the rear lot of the Government Center, Village Water plant, and the well field. They are looking to begin the project the last week of this month.
- I have scheduled the Village-wide garage sale to take place on July 8th - 11th (Thursday - Sunday). No garage sale permits are required for this event.

- Boone Water Systems has completed the Well #7 rehabilitation that included cleaning the well casing and screen. He also installed the new motor and pump. I have provided photos for your review. The next step is to get the wire upgrade installed. This is to increase the wire size to Wells 6 and 7, so there will be more power to operate. Nathen has already completed the installation of the VFD on Well #7. I have provided a copy of the estimate from PCI Services for the powerline upgrade in the amount of \$39,000.00. Council will have an ordinance to pass as an emergency, so Nathen can get started on this project to get Well # 7 back online.



- The Water Department personnel did some property restoration on SR73 where the new vault was installed. The ground settled and additional topsoil was needed. The staff graded it and reseeded.
- The Flower Loft is having a grand opening on Monday, April 19th at 1pm for anyone interested in attending. They are located at 275 Miami St. (next door to the Post Office). I also want to thank Mr. Lauffer for attending and representing the Village at the grand opening of Stone Creek Farms at 155 S. Main St. (next door to the Hammel House) on April 1st. I have provided pictures of the event.



- The Village Water Distribution Station is open for business. EPanel Plus has completed both sides and installed the card readers. We are still waiting for DP&L to install the building master meter as we are currently operating off a temporary meter. In addition, Charlie has contracted them to also install a powerline to the Village buildings on the south side of the Sawyer Building (storage garage). I purchase some used guard rails and poles from the Warren County Garage to install on each side of the building. This is a safety measure to keep people from driving off or on the 4-6" riser. Charlie advised that they still have some small items, like painting, to complete that will not effect the operation. I have provided action photos of the open business for your review.



- Jamie has reached out to other municipal clerks to assist with the Air B&B ordinance. She has forwarded the information to Council to help understand how other jurisdictions are handling this issue and help develop a model policy.
- Jamie and I worked with Legand Webworks on April 8th and chose the primary colors for the Village Website. We will meet on May 4th to go over the next step of the project.

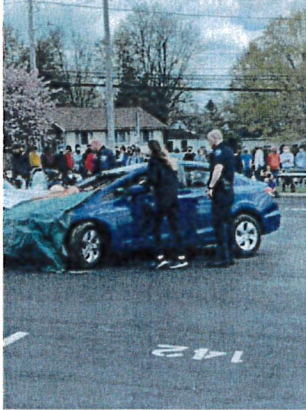
- On April 9th Nelson and I met with Jacob from Choice One Engineering to go over the Phase III project and do a location walk thru. A check list was developed which included repairs, modifications and restorations that needed to be taken care of before the project completion is accepted. I spoke with Jay Smith from Smith Corp. and he advised that they will be back in two weeks to take care of the check list. In addition, he stated that Jurgensen's Paving Company will be milling High St., Edwards Rd., and Miami St. on Monday, April 19th and repaving all the streets at the end of the week.
- The Water Department has begun inputting data into the new ESRI GIS Mapping System. They will be marking valves, fire hydrants, meter pits and anything related to the water infrastructure. This will also document maintenance program dates and times like when valves are exercised, hydrants are flushed, water breaks are repaired, etc.
- I am providing an update on the Small Government OPWC Grant for the Third Street waterline replacement and repaving project. The Small Government Commission will meet on May 13th to determine what projects will be approved. They did lower our application score and I have reached out to Choice One Engineering to challenge the new score, which has to be filed by April 22nd. I will keep you posted of the results.

Police

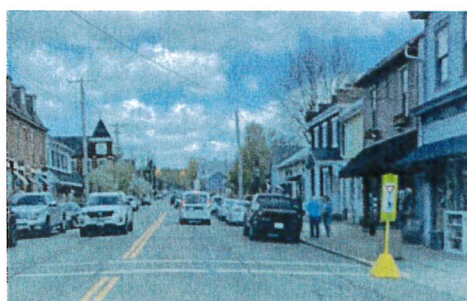
- I have provided the March Police Department's calls for service and Mayor's Court report for your review. If you have any questions or concerns, please feel free to contact me or Police Clerk Ashley Richardson at your earliest convenience.
- On April 9th Corporal Jarrod Morris was on routine patrol as he observed a traffic violation. Cpl. Morris initiated a traffic stop after confirming that the operator of the vehicle had a suspended license. After a subsequent investigation, the operator was charged with possession of methamphetamines (controlled substance), possession of drug paraphernalia, possession of drug abuse instruments, trafficking, and DUS. The defendant was arrested and transported to the Warren County Jail.



- On April 15th the Village Police Department, Township Fire Department, Wayne Local Schools, and Life Flight hosted a mock car crash drill for the juniors and seniors. This event was to bring awareness to the cause and effect of drinking and driving. I would like to thank all those that participated. In addition, I want to thank Mayor Isaacs, Councilwoman Dedden, and Police Clerk Richardson for attending this event with me.



- Sheriff Larry Sims will be reporting his 2020 Warren County Sheriff's Office yearly report on Monday, April 19th.
- The Annual Recycling Rally and Drug Take Back Program sponsored by Wayne Township, Village of Waynesville, and Waynesville Local Schools is on April 24th. We will have our two maintenance workers and two police officers assisting with the event.
- After receiving a few complaints about vehicles speeding on Main Street and not allowing pedestrians to cross in the crosswalk, I decided to put the crosswalk signs out.





Nelson Tank Engineering & Consulting, Inc.

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

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

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

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

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

Debra Otberg
Proposed by CONSULTANT

January 25, 2021
Date

Contract Approved by CONSULTANT

Date

Contract Approved by OWNER (Title)

Date

Cosignature (If Required) (Title)

Date

SECTION I

Proposed Services and Responsibilities

250,000-Gallon Tank Painting & Repairs

I. Full Time Inspection Services

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

II. Miscellaneous Provisions

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

*Provision II will
(be removed
Chief)*

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

SECTION II

Proposed Service Fees

250,000-Gallon Tank Painting & Repairs

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

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

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

** Project length assumed at 8 weeks.

7 weeks of actual inspection based on 5 days per week

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

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

*This applies if we want
Them to review other projects on this
Project goes over on time.
Chief*

Section III

Additional Service Fees

Labor Class

PER HOUR

Project Manager.....	\$120.00
Registered Professional Engineer.....	\$120.00
Project Engineer - Level II.....	\$100.00
Project Engineer - Level I.....	\$ 90.00
Inspector - Level II.....	\$ 85.00
Inspector - Level I.....	\$ 75.00
Secretarial Services.....	\$ 50.00
Modeling or CAD.....	\$120.00

Expenses

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

Laboratory Testing

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

NELSON TANK ENGINEERING AND CONSULTING, INC.
AGREEMENT

General Conditions
(Owner Document)

I. BASIC PROVISIONS

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

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

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

III. INSURANCE

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

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

IV. CONSULTANT'S RESPONSIBILITIES

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

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

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

V. OWNER'S RESPONSIBILITIES

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

VI. CHANGES IN WORK

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

VII. PAYMENTS TO CONSULTANT AND COMPLETION

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

VIII. TERMINATION OR SUSPENSION OF SERVICES

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

IX. DISPUTE RESOLUTION

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

X. MISCELLANEOUS

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

XI. SAFETY

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

PCI Services

62 Big Pine rd.
Winchester, OH 45697 US
9375159369
nmerrill6@gmail.com

Estimate

ADDRESS

Village of Waynesville
1400 Lytle Rd
Waynesville, OH 45068
United States

ESTIMATE # 0012065
DATE 04/05/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/05/2021	Service	excavtor and operator to dig 1500 foot trench	1	4,000.00	4,000.00
04/05/2021	Service	labor to install conduit and pull boxes	50	50.00	2,500.00
04/05/2021	Service	labor to pull wire	100	50.00	5,000.00
04/05/2021	material	Materials 3000 feet 2 inch conduit, 7 pull boxes, 9000 feet #2 copper wire, 3000 feet #6 ground, and misc conduit fittings bucketr of pull string estimate on copper wiring subject to change due to better field measurment when conduit is install and do to price of copper changing daily village responsible to locate water main	1	27,500.00	27,500.00
TOTAL					\$39,000.00

Accepted By

Accepted Date

Thank you for your bussiness
Me14398
Ce14399

CALLS FOR SERVICE

From Date: 3/1/2021 12:00:00am

To Date: 3/31/2021 11:59:59pm

Type Description	Count
911 Hangup	7
Alarm - Business	7
Alarm - Residential	2
Animal Complaint	1
Burglary	1
Business Check	138
Citizen Assist	7
Civil Process	14
Criminal Damaging	1
Criminal Warrant Service	3
Disorderly Conduct/Intox Subj.	4
Escort	5
Extra Patrol	153
Fire - Alarm	3
Fire - Structure	2
Follow Up Investigation	8
Fraud	4
Intox Driver	1
Lock Out	6
Medical	24
Narcotics Complaint	2
Noise Complaint	1
Notification Only	6
Overdose	4
Parking Complaint	1
Phone Call	22
Recovered Property	1
Road Hazard/Disabled Vehicle	7
Special Detail	1
Suspicious Circumstances	2
Suspicious Person	2
Suspicious Vehicle	6
Theft	3
Traffic Crash	5
Traffic Offense	2
Traffic Stop	73
Unknown Nature	1
Utility Problem	1
Vacation House Check	82
Warrant Confirmation	1
Well Being Check	3
TOTAL	617

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for March 2021

Page : 1
Report Date : 04/01/2021
Report Time : 08:27:10

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$0.00	\$0.00	\$10.00
COMPUTER FUND	\$468.00	\$1,197.00	\$1,349.00
LOCAL COSTS	\$2,063.00	\$5,131.00	\$5,662.75
Additional Costs	\$0.00	\$39.00	\$0.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$5,991.00	\$14,110.50	\$15,363.95
Fees			
Fees	\$250.00	\$414.50	\$1,203.94
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-624.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$8,772.00	\$20,892.00	\$22,965.64
State Revenue From:			
Court Costs			
GENERAL REVENUE	\$0.00	\$0.00	\$15.00
VICTIMS OF CRIME	\$468.00	\$1,188.00	\$1,351.75
DRUG LAW ENFORCEMENT FUND	\$171.50	\$430.50	\$486.50
INDIGENT DEFENSE SUPPORT FUND	\$1,265.00	\$3,245.00	\$3,675.00
Total to State:	\$1,904.50	\$4,863.50	\$5,528.25
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$73.50	\$184.50	\$208.50
Restitution			
Restitution	\$0.00	\$85.00	\$1,782.58
Total to Other:	\$73.50	\$269.50	\$1,991.08
TOTAL REVENUE *	\$10,750.00	\$26,025.00	\$30,484.97
*Includes credit card receipts of	\$5,009.00	\$10,384.00	\$12,008.77

END OF REPORT