



## COUNCIL AGENDA

**Monday, June 5, 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
  - Special Council, May 15, 2023 at 6:00 p.m.
  - Council, May 15, 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)
  - Warren County Soil and Water – Leadership Float on the Little Miami
- 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:
  - Consideration of Planning Commission's recommendation to rezone 407 High Street from R-4 to SO

**Legislation:**

**Reading of Ordinances and Resolutions:**

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

### **RESOLUTION NO. 2023-024**

A RESOLUTION APPROVING THE 2024 ANNUAL TAX BUDGET FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY

### **RESOLUTION 2023-025**

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY

### **RESOLUTION 2023-026**

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MULTIJURISDICTIONAL AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE FRANKLIN ROAD WATER MAIN AND STREET IMPROVEMENTS, PHASE 2 AND DECLARING AN EMERGENCY

### **ORDINANCE NO. 2023-027**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PURCHASE CONTRACT WITH ERICH SCHUBERT FOR THE SALE OF 577 HIGH STREET AND DECLARING AN EMERGENCY

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

### **ORDINANCE NO. 2023-022**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH BUCKEYE POWER SALES FOR THE MAINTENANCE OF GENERATORS AT THE COVEY STATION AND GOVERNMENT BUILDING

### **ORDINANCE NO. 2023-023**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE 2023 MICRO SURFACING PROJECT

## **Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**June 20, 2023 at 7:00 pm**

*Upcoming Meetings and Events:*

Public Works, June 5, 2023 @ 6:00 p.m.

Public Hearing of Council for 2024 Tax Budget, June 20, 2023 @ 7:00 p.m.

Finance Meeting, June 22, 2023 @ 5:00 p.m.

**DRAFT**

**Village of Waynesville  
Special Council Meeting Minutes  
May 15, 2023 at 6:00 pm**

Present: Mr. Brian Blankenship (Arrived at 6:20)  
Mr. Chris Colvin  
Ms. Joette Dedden  
Mr. Troy Lauffer  
Mayor Earl Isaacs  
Mrs. Connie Miller

Absent: Mr. Zack Gallagher

Village Staff Present: Jeff Forbes, Law Director; Jamie Morley, Clerk of Council

*CLERK’S NOTE- This is a summary of the Special Village Council Meeting held on Monday, May 15, 2023 at 6:00 p.m.*

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Mayor Isaacs called the meeting to order at 6:00 p.m.

Roll Call – 5 present, Mr. Blankenship arrived at 6:20 p.m.

Mr. Colvin made a motion to excuse Mr. Gallagher from tonight’s Special Council meeting and Mr. Dedden seconded the motion.

Motion – Colvin  
Second – Dedden

**Roll Call – 5 yeas**

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**Purpose of the Special Meeting**

Mayor Isaacs explained the purpose of this special meeting was to review the Charter and discuss the proposed changes from the last Special Council meeting in April. Ms. Dedden stated that she feels there are a total of 10 changes, 4 of which are clean-up issues, 5 are important updates, and 1 that still needs to be discussed.

**Review of the Charter**

1. 3.01 (D) – This is a clean up issue to strike (D) as it is not a complete sentence and says the same thing in (C). See attached.

2. 3.05 (D) – Strike certain sentences to make the wording cleaner and will follow the ORC. See attached.
3. 3.07 (B) - Lists reasons Council is permitted to go into executive session. Mr. Forbes stated that if the state updates anything on executive sessions, Council would not be able to use the updates because the Village's Charter specifically lists the reasons. Mr. Forbes suggested that all of 3.07 (C) 1-6 be deleted and (B) be cleaned up to say the Village follows the ORC as stated below. See attached.
4. Section 4.16 – This needs to be cleaned up. The Charter was written before the internet was readily available and the change would bring the Charter more up to date. Copies of ordinances are always available in the office and online. See attached.
5. Section 5.01 (A) - Strike the last sentence as this is not enforceable and would now be in line with the Supreme Court. See attached.
6. Section 5.04 (E) (4) – At the time the Charter was approved 250K was a huge project and 2 million keeps the spirit of the idea but with today's prices. Mrs. Miller also asked the very last sentence of (4) be deleted as the short presentation does not relate to anything. See attached.
7. Section 7.07 - Strike part of the last sentence as this was leftover when the number on the board was changed from 7 to 5. See attached.
8. Section 8.01 (A) – This was requested by the Warren County Board of Elections to change the filing deadline for Council members from 75 days to 90 days to be in line with all other municipalities in Warren County. It was agreed to place the amendment on the ballot. See attached.
9. 3.07 (A) – Mr. Forbes explained that currently, the Charter says Council must meet two times a month as prescribed by ordinance. When the Rules of Council are adopted by ordinance, this prescribes when Council will meet. If the voters vote to change the Charter to say Council must meet at least once a month – The Rules of Council still say Council must meet on the first and third Monday of each month. Mr. Forbes then described how the City of Mason handles one meeting a month. Mrs. Miller stated she was opposed to only meeting once a month. She felt that it would inhibit the camaraderie between Council members and meeting twice a month encourages a better working relationship. Mr. Lauffer stated he disagreed and feels Council should have the ability to cancel a meeting. There have been several meetings that were only eight minutes long and that costs the taxpayers money. Mr. Colvin added that his primary concern would be that limiting the number of meetings, ultimately limits the potential for citizens to interact with their local government. He feels it is the duty of public servants to make themselves available to the citizens. Mr. Forbes suggested putting this on the ballot as a separate issue and seeing how the voters feel about reducing the number of meetings. All were in consensus to see what the voters think. See attached for the proposed change.



## PROPOSED CHARTER AMENDMENTS

### SECTION 3.01 MAYOR.

~~(D) In the event of a vacancy in the office of Mayor whereby the President pro tempore is required to serve as Mayor.~~

### SECTION 3.05 VACANCIES, FORFEITURE OF OFFICE, AND FILLING OF VACANCIES.

(D) Filling of Vacancies. Vacancies in the office of Council member shall be filled within forty-five days by an affirmative vote of at least four of the remaining members of Council. If a vacancy occurs in one or more positions among Council members, Council of the new term shall appoint, by an affirmative vote of at least four members, an eligible citizen of the Municipality of Waynesville. ~~Unsuccessful candidates for Council from the previous election, who are interested in the vacancy, should be given first consideration before any other applicants are considered. If none of these unsuccessful candidates is selected Council shall then make the appointment from the other qualified applicants.~~ If the Council fails to do so within forty-five days following the occurrence of the vacancy, the power of Council to fill the vacancy shall lapse and the Mayor shall fill the vacancy by appointment at the next regularly scheduled Council meeting following the expiration of the said forty-five days. ~~Unsuccessful candidates for Council from the previous election, who are interested in the vacancy, should be given first consideration before any other applicants are considered. If none of these unsuccessful candidates is selected then the Mayor shall make the appointment from the other qualified applicants.~~ The person so appointed shall serve until the next Municipal election occurring not less than ninety days thereafter at which time a successor shall be elected for the remainder of the unexpired term.

### SECTION 3.07 ORGANIZATION AND MEETINGS.

(A) Following each regular municipal election, the Council shall meet not later than the seventh day of January for the purpose of organizing. At such meeting, the newly elected members of Council shall take the oath of office and the Council may transact such other business as may come before it. Thereafter, regular meetings shall be held as prescribed by ordinance, but not less frequently than ~~twice~~ once each month.

(B) All meetings of Council shall be open to the public, except, that the Council may by a majority vote of the members present enter into an executive session only for those purposes allowed by the general laws of the State of Ohio. ~~Except as provided under the laws of the State of Ohio, Section 121.22 and commonly referred to as the "Sunshine Law," all meetings of the Council shall be open to the public.~~ A majority of the members of Council shall constitute a quorum at all meetings.

~~(C) Exceptions to the open meeting requirement are:~~

~~(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee or regulated individual.~~

~~— (2) To consider the purchase of property for public purposes, or the sale of property for public purposes or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair advantage to a person whose personal, private interest is adverse to the general public interest.~~

~~— (3) To confer with an attorney for the public body, concerning disputes involving the public body that are the subject of pending or imminent court action.~~

~~— (4) To prepare for, conduct, or review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.~~

~~— (5) To consider matters required to be kept confidential by federal law or rules or state statutes.~~

~~— (6) To review specialized details of security arrangements where disclosure of matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.~~

#### SECTION 4.16 POSTING AND PUBLICATION OF ORDINANCES AND RESOLUTIONS.

(A) The Clerk of Council shall cause each ordinance and resolution adopted to be published by posting a copy of the ordinance or resolution in the place in the Municipality as determined by the Council, for a period of fifteen days at the Municipal building and four other conspicuous places frequented by the public.

#### SECTION 5.01 APPOINTMENT, QUALIFICATIONS AND COMPENSATION.

(A) The Manager shall be appointed by an affirmative vote of at least five members of Council. The Manager shall be appointed solely on the basis of executive and administrative qualifications. ~~The Manager need not be a resident of the Municipality at the time of the appointment, but must reside within the Municipality while in office or within a twenty minute drive time with approval by an affirmative vote of at least four members of Council.~~

#### SECTION 5.04 POWERS AND DUTIES OF THE MANAGER.

(E) The Manager shall prepare and submit the annual budget, appropriation ordinance and capital program to the Council.

(1) Capital program submission to Council. The Manager shall prepare and submit to the Council a five year capital program at least one month prior to the final date for submission of the budget to the Council.

(2) Contents. The capital program shall include the following:

(a) A clear, general summary of its contents.

(b) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.

(c) The cost estimates, methods of financing and recommended time schedules for each improvement.

(d) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised by the Manager and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

(3) Adoption by Council. The Council by resolution, shall adopt the capital program with or without amendment prior to adoption of the budget.

(4) Council shall be responsible for organizing the special notification of Village residents of a hearing at which Council shall advise the village residents of the scope and detail of any and all capital projects in excess of ~~\$250,000.00~~\$2,000,000.00. The purchase of real estate is exempted from the above hearing. The hearing shall be held in a timely manner relative to the planning of the above capital projects. The purpose of this hearing is to better inform the Village residents regarding any suggested or planned major capital projects and to inform Council of the "Opinion of the Village" on the matter. Council shall be prepared to cover the following in this meeting.

(a) General scope and detail of the project.

(b) Total estimated cost.

(c) Time frame for completion.

(d) Funding plans and impact on taxes.

The hearing shall be advertised at four prominent locations around the village at least forty eight hours prior to the meeting. ~~It shall in addition be advertised in a short presentation to be included with a Waynesville water bill. This short presentation shall cover points 1-4 above.~~

#### SECTION 7.07 PARKS AND RECREATION BOARD — MEMBERSHIP.

There shall be a Board of Parks and Recreation consisting of five members, three of whom are appointed by Council, two of whom shall be members of Council appointed for a term of one year, ~~and two citizen members, as well as one member appointed by the Board of Education to serve four year overlapping terms of office.~~

#### SECTION 8.01 NOMINATIONS.

(A) Nominations for members of Council shall be made only by petition signed by at least twenty-five qualified electors of the Municipality. Such a petition shall be accompanied by a declaration of



candidacy and shall be filed with the election authorities no later than 4:00 pm of the ~~seventy-fifth~~  
ninetieth day before the date of the regular Municipal election.

3342012.1

**Village of Waynesville  
Council Meeting Minutes  
May 15, 2023 at 7:00 pm**

**DRAFT**

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

Absent: Mr. Zack Gallagher

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, May 15, 2023.*

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

Mrs. Miller made a motion to excuse Mr. Gallagher from tonight's meeting and Mr. Blankenship seconded the motion.

Motion – Miller  
Second – Blankenship

**Roll Call – 6 yeas**

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**Mayor Acknowledgements**

Attended several events this week with Chief Copeland.

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**Disposition of Previous Minutes**

Ms. Dedden made a motion to approve the minutes as written for the Council meeting on May 1, 2023, and Mrs. Miller seconded the motion.

Motion – Dedden  
Second – Miller

**Roll Call – 6 yeas**

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**Public Recognition/Visitor's Comments**

None

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**Old Business**

None

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**Reports**

**Finance**

The Finance Committee will meet Thursday, May 18, 2023, at 5:00 p.m. and the public is invited.

**Public Works Report**

Public Works next meeting will be on June 5, 2023 at 6:00 p.m. The public is encouraged to attend.

**Special Committee Reports**

None

**Village Manager Report**

- Unfortunately, Gary Campbell, owner of MVP in Corwin, passed away Thursday. He will be missed.
- Brian Corn and Brian Keith helped at the Recycle Rally. This was a joint venture between the Village and the Township and was very well received by the public.
- An ordinance on tonight's agenda for micro-surfacing several streets throughout the Village. The quote is \$91,844 but the ordinance is for \$100K in case there are additional alleyways or side streets that get added. This will be done at the same time as the Township roads are micro-surfaced.
- Provided a list of all items listed on Govdeals.com.
- Brian and Greg completed enclosing the storage room at the maintenance barn.

- Mayor Isaacs, Mrs. Miller, Lt. Bledsoe, and I attended a briefing presentation for Flock Cameras. Suggest waiting to see the outcome of the Police Levy before committing. A truck was recently stolen from a residence on Old Stage and checked the Flock Cameras from other municipalities. The truck was spotted in Centerville several weeks before.
- The materials for the road to Well 10 have been delivered. Moody attempted to get equipment out to dig the well but got stuck. The road will need to be completed before they can begin digging.
- Thank you to Mr. Colvin for delivering the letter to the Township Trustees asking for them to participate in a multi-jurisdictional for the OPWC Franklin Phase II. Mrs. Miller and Mayor Isaacs also attended the meeting.
- There will be a sixth-grade time capsule celebration at Wayne Local Schools tomorrow at 12:15 and Council members are invited to attend.
- Provided Council members with copies of the cybersecurity report. This is not public information as it pertains to the security of the Village. If anyone has questions, please contact me after the meeting.
- The Street Department went out with the hot box and repaired the streets.
- The Village-owned property on High Street is buildable and would like Council's input on how much to list the property. A meter pit was installed during the OPWC project for the water connection, which will save the builder money.

## **Police Report**

- April Dispatched Calls for Service and Mayor's Court Month End Report has been provided.
- The Drug Take-Back Program at the Recycle Rally was a success, collecting 45.9 lbs. of prescription drugs that will be turned over to the DEA for disposal.
- Attended Judge Loxley and Judge Tepe's mentor appreciation awards breakfast. Council member, Brian Blankenship, and resident, Edward Bellman, were both honored and received special awards for their services.
- Provided certification for attending the Chief's In-Service and Annual Conference.
- Attended the Police Memorial Service today. It was very nice.
- Mayor Isaacs and I attended the 5<sup>th</sup> grade DARE Graduation. It was a very successful event.
- As part of the cruiser replacement program, a previously owned 2018 Ford Explorer has been purchased. This was formerly owned by a Fire Chief and included the radio system, light bar,

and spotlight. The Sheriff's Office has been contacted to see if they have a spare cage to further save money.

- A big thank you to Officer Mermann for preparing 90 lbs. of pulled pork for the Teacher Appreciation Lunch. I would like to see about doing the same thing for our staff.

Mr. Lauffer asked about the size of the building that would be able to be built on the High Street property. Ms. Morley stated that a 30' wide by 60' deep home would be within the zoning codes.

Ms. Dedden made a motion to set the selling price for the Village-owned property on High Street to 15K and Mr. Lauffer seconded the motion.

Motion – Dedden

Second – Lauffer

**Roll Call – 6 yeas**

**Financial Director Report**

- There is a public hearing for the Planning Commission to consider a rezoning request for 407 High Street. Ms. Gabbard is requesting the property be rezoned from R-4 (Residential) to SO (Suburban Office). This property is known as the Friend's Apartments and has a large meeting hall and two apartments. Ms. Gabbard would like to continue to use the space as it has always been used and feels a SO zoning would be more appropriate for the usage. At the public hearing, the Planning Commission will make a recommendation to Council on the request. Council will then have to have a public hearing to consider the Planning Commission's recommendation and will need to pass an ordinance for it to be rezoned.

**Law Report**

None

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**New Business**

None

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**Legislation**

**First Reading of Ordinances and Resolutions**

**Ordinance 2023-021**

An Ordinance Vacating a Portion of Third Street, Authorizing Conveyance of the Property to Abutting Owners, and Declaring an Emergency.

Ms. Dedden made a motion to waive the two-reading rule for Ordinance 2023-021 and Mrs. Miller seconded the motion.

Motion – Dedden  
Second – Miller

**Roll Call – 6 yeas**

Mr. Colvin made a motion to adopt Ordinance 2023-021 as an emergency and Mr. Lauffer seconded the motion.

Motion – Colvin  
Second – Lauffer

**Roll Call – 6 yeas**

**Ordinance No. 2023-022**

Authorizing the Village Manager to Enter into a Contract with Buckeye Power Sales for the Maintenance of Generators at the Covey Station and Government Building

Mrs. Miller made a motion to have the first reading for Ordinance 2023-022 and Ms. Dedden seconded the motion.

Motion – Miller  
Second – Dedden

**Roll Call – 6 yeas**

**Ordinance No. 2023-023**

Authorizing the Village Manager to Enter into a Contract with Strawser Construction, Inc. in an Amount not to Exceed \$100,000 for the 2023 Micro Surfacing Project

Ms. Dedden stated that this ordinance may need to be amended to be an emergency dependent on when the Township Roads are scheduled.

Mr. Blankenship made a motion to have the first reading for Ordinance 2023-023 and Mr. Lauffer seconded the motion.

Motion – Blankenship  
Second – Lauffer

**Roll Call – 6 yeas**

**Second Reading of Ordinances and Resolutions**

**Resolution No. 2023 - 019**

Proposing a Replacement Police Levy as Set Out in Ohio Revised Code Section 5705.19(J) to be Submitted to the Electors

Ms. Dedden made a motion to adopt Ordinance 2023-019 and Mrs. Miller seconded the motion.

Motion – Dedden  
Second – Miller

**Roll Call – 6 yeas**

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**Tabled Ordinances and Resolutions**

None

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**Executive Session**

None

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Mr. Blankenship stated that the bench dedication to honor Dr. Stoudt at the Museum was a success and thanked Mrs. Miller for representing Council at the ceremony. He also relayed Ms. Edgington's thanks to the Code Enforcement Officer.

Mr. Colvin asked what the timeline is for the OPWC grant in regard to the Township joining. Chief Copeland stated that they will need to know soon as the application needs to be submitted in June. Mr. Colvin stated that the Township was appreciative of Council members attending Township meetings. They also wanted to relay their thankfulness for helping with the Recycle Rally and the repaving of Wilkerson.

All were in favor of adjourning at 7:43 pm.

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

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

- 5/23/2023 Planning Commission Meeting was called to order by Chad Bridgman at 7pm.
- Attendance Roll Call - Present: Robert, Joette, Chad, Mike, and Travis
  - Excused and absent was Zach and Sara
- Minutes were approved by all present
- No old business
- New business
  - Jamie Gabbard, took the podium to provide an overview of her rezoning request of 407 High Street from R-4 to SO. Her request was based on being able to update the zoning accordingly to match prior building utilization to the way the church used the property. Technically, to keep operations the same or add in additional services the zoning would have to be updated to be in compliance with the Villages rules. Additionally, Jamie expressed additional upgrades that will be needed, but would not want to update and upgrade services if the space could not be used for gatherings.
  - Questions from the planning committee covered occupancy, safety in a fallout shelter, parking, and handicapped parking.
  - Jeanette Rockwell, from the church, provided an overview to the board on how the space has been used in the past and how many people could fit comfortably in the meeting room. Roughly 60, was her estimate.
  - Richard Elliott, also approached the planning commission to offer up his support of the zoning changes.
  - Joette Dedden made the motion for the approval of Jamie's application to rezone the property from R-4 to SO of 407 High Street.
    - This was approved by all committee members
  - The meeting concluded at 7:26



**RESOLUTION NO. 2023-024**

**A RESOLUTION APPROVING THE 2024 ANNUAL TAX BUDGET FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to the Ohio Revised Code and the Charter of the Village of Waynesville, the Village Council of the Village of Waynesville is required to prepare and file an annual budget; and

WHEREAS, pursuant to the Charter of the Village of Waynesville, the Village Manager has worked with the Finance Director of the Village of Waynesville in preparing a proposed tax budget for 2024; and

WHEREAS, pursuant to the Ohio Revised Code, the annual budget must be filed with the Warren County Auditor on or before July 20, 2023.

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

Section 1. That the Village Council of the Village of Waynesville approves and adopts the 2024 Tax Budget for the Village of Waynesville, the full text of which is attached hereto and marked as Exhibit "A."

Section 2. That the Finance Director of the Village of Waynesville shall file a certified copy of the 2024 Tax Budget with the Auditor of Warren County, Ohio, on or before July 20, 2023.

Section 3. That this Resolution is sponsored by the Finance Committee. The Finance Committee, in making this recommendation, has reviewed the work of the Village Manager and the Finance Director, and has provided its input in making this 2024 final Tax Budget recommendation.

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to adopt the tax budget and submit it to the County Auditor in a timely fashion.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 1000 General

Fund Name: General

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$2,260,795.48	\$2,538,067.55	\$3,091,536.79	\$2,758,246.23
Fund Balance Adjustments	\$121.89	\$117.21	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$98,300.43	\$124,121.95	\$130,000.00	\$130,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$589,660.33	\$724,000.94	\$600,000.00	\$700,000.00
Other - Local Taxes	\$3,278.59	\$4,975.81	\$4,000.00	\$4,000.00
State Shared Taxes				
Local Government	\$29,309.20	\$36,918.12	\$19,795.79	\$30,000.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$17,802.76	\$22,292.78	\$16,600.00	\$21,100.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$100.14	\$5.32	\$50.00	\$10.00
Charges for Services	\$336.00	\$13,597.64	\$15,100.00	\$12,250.00
Fines, Licenses and Permits	\$123,489.87	\$140,465.31	\$117,000.00	\$117,200.00
Earnings on Investments	\$21,885.91	\$67,381.72	\$40,000.00	\$40,000.00
Miscellaneous	\$13,827.32	\$13,472.14	\$4,300.00	\$1,100.00
<b>Total Revenue</b>	<b>\$897,990.55</b>	<b>\$1,147,231.73</b>	<b>\$946,845.79</b>	<b>\$1,055,660.00</b>
<b>Expenditures</b>				
Police Enforcement - Salaries	\$50,375.66	\$86,822.01	\$100,661.39	\$100,000.00
Police Enforcement - Other	\$69,525.47	\$23,473.55	\$56,162.62	\$94,700.00
Payment to County Health District - Other	\$2,125.18	\$4,672.27	\$5,500.00	\$5,500.00
Other Community Environment - Other	\$0.00	\$0.00	\$500.00	\$2,000.00
Water - Salaries	\$0.00	\$0.00	\$0.00	\$3,000.00
Water - Other	\$3,043.50	\$3,043.50	\$3,000.00	\$1,500.00
Street Maintenance and Repair - Salaries	\$0.00	\$750.00	\$15,000.00	\$15,000.00
Street Maintenance and Repair - Other	\$102,503.19	\$23,038.66	\$233,093.39	\$107,200.00
Traffic Signs and Signals - Other	\$0.00	\$0.00	\$100,000.00	\$150,000.00
Other Transportation - Other	\$500.00	\$0.00	\$5,500.00	\$5,500.00
Mayor and Administrative Offices - Salaries	\$140,930.22	\$144,761.08	\$166,237.36	\$172,000.00
Mayor and Administrative Offices - Other	\$101,262.74	\$91,151.52	\$131,000.00	\$132,700.00
Mayor's Court - Salaries	\$55,573.21	\$64,382.18	\$71,513.59	\$71,000.00
Mayor's Court - Other	\$29,948.35	\$23,532.29	\$44,030.30	\$51,200.00
Clerk - Treasurer - Salaries	\$22,939.60	\$36,631.39	\$40,190.16	\$60,000.00
Clerk - Treasurer - Other	\$6,360.46	\$6,603.64	\$9,200.00	\$11,500.00
Lands and Buildings - Other	\$34,332.38	\$85,323.09	\$269,347.54	\$166,800.00
Property Tax Collection Fees - Other	\$3,106.88	\$2,487.33	\$3,200.00	\$0.00
Auditor of State Fees - Other	\$1,000.00	\$681.00	\$6,000.00	\$5,000.00
Other General Government - Other	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 1000 General

Fund Name: General

Description	2021	2022	Current 2023	2024
Capital Outlay - Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$623,526.84	\$597,353.51	\$1,260,136.35	\$1,154,600.00
Other Financing Sources & Uses				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$1.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$2,686.47	\$3,472.81	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	-\$20,000.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$2,686.47	\$3,473.81	-\$20,000.00	\$0.00
Fund Balance 12/31	\$2,538,067.55	\$3,091,536.79	\$2,758,246.23	\$2,659,306.23
Less: Encumbrances 12/31	\$16,315.59	\$10,736.35	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$2,521,751.96	\$3,080,800.44	\$2,758,246.23	\$2,659,306.23

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2011 Special Revenue

Fund Name: Street Construction, Maint. and Repair

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$232,977.05	\$282,522.37	\$307,650.87	\$186,633.23
Fund Balance Adjustments	\$22.38	\$91.52	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$165,137.16	\$161,448.47	\$113,000.00	\$113,000.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$1,000.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$165,137.16</b>	<b>\$162,448.47</b>	<b>\$113,000.00</b>	<b>\$113,000.00</b>
<b>Expenditures</b>				
Street Construction and Reconstruction - C	\$0.00	\$0.00	\$0.00	\$0.00
Street Maintenance and Repair - Salaries	\$76,143.22	\$87,510.70	\$100,567.64	\$110,000.00
Street Maintenance and Repair - Other	\$40,769.62	\$40,064.97	\$100,750.00	\$48,350.00
Street Cleaning, Snow and Ice Removal - C	\$0.00	\$0.00	\$0.00	\$0.00
Parking Facilities - Other	\$0.00	\$0.00	\$0.00	\$0.00
Lands and Buildings - Other	\$6,501.38	\$9,835.82	\$27,700.00	\$17,700.00
Capital Outlay - Other	\$0.00	\$0.00	\$5,000.00	\$5,000.00
<b>Total Expenditures</b>	<b>\$123,414.22</b>	<b>\$137,411.49</b>	<b>\$234,017.64</b>	<b>\$181,050.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$7,800.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2011 Special Revenue

Fund Name: Street Construction, Maint. and Repair

Description	2021	2022	Current 2023	2024
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$7,800.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$282,522.37	\$307,650.87	\$186,633.23	\$118,583.23
Less: Encumbrances 12/31	\$980.21	\$6,150.64	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$281,542.16	\$301,500.23	\$186,633.23	\$118,583.23

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2021 Special Revenue

Fund Name: State Highway IMPROVEMENT FUND

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$106,558.40	\$111,922.90	\$123,013.23	\$103,613.23
Fund Balance Adjustments	\$0.08	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$13,389.42	\$13,090.33	\$8,500.00	\$10,500.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$13,389.42</b>	<b>\$13,090.33</b>	<b>\$8,500.00</b>	<b>\$10,500.00</b>
<b>Expenditures</b>				
Street Maintenance and Repair - Salaries	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Street Maintenance and Repair - Other	\$8,025.00	\$2,000.00	\$17,900.00	\$17,700.00
<b>Total Expenditures</b>	<b>\$8,025.00</b>	<b>\$2,000.00</b>	<b>\$27,900.00</b>	<b>\$27,700.00</b>
<b>Other Financing Sources &amp; Uses</b>				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2021 Special Revenue

Fund Name: State Highway IMPROVEMENT FUND

<u>Description</u>	<u>2021</u>	<u>2022</u>	<u>Current 2023</u>	<u>2024</u>
Fund Balance 12/31	\$111,922.90	\$123,013.23	\$103,613.23	\$86,413.23
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$111,922.90</u>	<u>\$123,013.23</u>	<u>\$103,613.23</u>	<u>\$86,413.23</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.  
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2041 Special Revenue

Fund Name: Parks and Recreation

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$3,150.98	\$2,845.21	\$2,808.96	\$1,818.96
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$200.28	\$10.64	\$10.00	\$10.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$200.28</b>	<b>\$10.64</b>	<b>\$10.00</b>	<b>\$10.00</b>
<b>Expenditures</b>				
Other Community Environment - Other	\$506.05	\$46.89	\$1,000.00	\$1,000.00
<b>Total Expenditures</b>	<b>\$506.05</b>	<b>\$46.89</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$2,845.21	\$2,808.96	\$1,818.96	\$828.96



**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2041 Special Revenue

Fund Name: Parks and Recreation

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$2,845.21	\$2,808.96	\$1,818.96	\$828.96

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2061 Special Revenue

Fund Name: State Grant

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenditures</b>				
Capital Outlay - Other	\$0.00	\$0.00	\$20,000.00	\$0.00
<b>Total Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$20,000.00	\$20,000.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2061 Special Revenue

Fund Name: State Grant

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$20,000.00	\$20,000.00	\$0.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2081 Special Revenue

Fund Name: Drug Enforcement

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$8,997.79	\$8,997.79	\$3,997.79	\$2,497.79
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenditures</b>				
Police Enforcement - Other	\$0.00	\$5,000.00	\$1,500.00	\$1,500.00
<b>Total Expenditures</b>	<b>\$0.00</b>	<b>\$5,000.00</b>	<b>\$1,500.00</b>	<b>\$1,500.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$8,997.79	\$3,997.79	\$2,497.79	\$997.79

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2081 Special Revenue

Fund Name: Drug Enforcement

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$8,997.79</u>	<u>\$3,997.79</u>	<u>\$2,497.79</u>	<u>\$997.79</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2101 Special Revenue

Fund Name: Permissive Motor Vehicle License Tax

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$110,210.63	\$71,088.98	\$68,408.52	\$57,208.52
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$21,398.27	\$20,033.85	\$14,000.00	\$15,000.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$370.20	\$649.47	\$300.00	\$300.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$21,768.47</b>	<b>\$20,683.32</b>	<b>\$14,300.00</b>	<b>\$15,300.00</b>
<b>Expenditures</b>				
Street Construction and Reconstruction - C	\$0.00	\$0.00	\$0.00	\$0.00
Street Maintenance and Repair - Other	\$60,890.12	\$23,363.78	\$25,500.00	\$25,500.00
<b>Total Expenditures</b>	<b>\$60,890.12</b>	<b>\$23,363.78</b>	<b>\$25,500.00</b>	<b>\$25,500.00</b>
<b>Other Financing Sources &amp; Uses</b>				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2101 Special Revenue

Fund Name: Permissive Motor Vehicle License Tax

<u>Description</u>	<u>2021</u>	<u>2022</u>	<u>Current 2023</u>	<u>2024</u>
Fund Balance 12/31	\$71,088.98	\$68,408.52	\$57,208.52	\$47,008.52
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$71,088.98</u>	<u>\$68,408.52</u>	<u>\$57,208.52</u>	<u>\$47,008.52</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2102 Special Revenue

Fund Name: VILLAGE ADD-ON Motor Vehicle License TAX

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$22,204.97	\$16,685.00	\$14,466.81	\$11,491.81
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$1,734.94	\$1,624.30	\$1,450.00	\$1,200.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$63.68	\$140.97	\$75.00	\$75.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$1,798.62</b>	<b>\$1,765.27</b>	<b>\$1,525.00</b>	<b>\$1,275.00</b>
<b>Expenditures</b>				
Street Maintenance and Repair - Other	\$7,318.59	\$3,983.46	\$4,500.00	\$4,500.00
<b>Total Expenditures</b>	<b>\$7,318.59</b>	<b>\$3,983.46</b>	<b>\$4,500.00</b>	<b>\$4,500.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2102 Special Revenue

Fund Name: VILLAGE ADD-ON Motor Vehicle License  
TAX

<b>Description</b>	<b>2021</b>	<b>2022</b>	<b>Current 2023</b>	<b>2024</b>
Fund Balance 12/31	\$16,685.00	\$14,466.81	\$11,491.81	\$8,266.81
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$16,685.00	\$14,466.81	\$11,491.81	\$8,266.81

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.  
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2152 Special Revenue

Fund Name: ARP American Rescue Plan

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$0.00	\$162,546.56	\$307,283.38	\$72,740.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$166,606.56	\$167,936.82	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$166,606.56</b>	<b>\$167,936.82</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenditures</b>				
Water - Other	\$4,060.00	\$23,200.00	\$234,543.38	\$72,740.00
<b>Total Expenditures</b>	<b>\$4,060.00</b>	<b>\$23,200.00</b>	<b>\$234,543.38</b>	<b>\$72,740.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Fund Balance 12/31</b>	<b>\$162,546.56</b>	<b>\$307,283.38</b>	<b>\$72,740.00</b>	<b>\$0.00</b>

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2152 Special Revenue

Fund Name: ARP American Rescue Plan

<b>Description</b>	<b>2021</b>	<b>2022</b>	<b>Current 2023</b>	<b>2024</b>
Less: Encumbrances 12/31	\$95,940.00	\$72,740.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$66,606.56	\$234,543.38	\$72,740.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2901 Special Revenue

Fund Name: POLICE LEVY

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$463,409.98	\$467,778.95	\$380,019.42	\$256,452.23
Fund Balance Adjustments	\$723.85	\$121.92	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$329,852.70	\$339,188.42	\$340,000.00	\$340,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$44,636.74	\$43,574.14	\$40,000.00	\$40,000.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$103,778.36	\$73,916.86	\$80,000.00	\$75,000.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$14,737.79	\$5,246.69	\$5,000.00	\$0.00
<b>Total Revenue</b>	<b>\$493,005.59</b>	<b>\$461,926.11</b>	<b>\$465,000.00</b>	<b>\$455,000.00</b>
<b>Expenditures</b>				
Police Enforcement - Salaries	\$292,916.50	\$346,778.39	\$367,767.19	\$370,000.00
Police Enforcement - Other	\$162,976.02	\$164,302.55	\$191,700.00	\$155,200.00
Other Security of Persons and Property - C	\$16,909.92	\$26,010.12	\$18,000.00	\$18,000.00
Other Assistance to Needy - Other	\$165.49	\$27.65	\$50.00	\$50.00
Lands and Buildings - Other	\$16,455.41	\$10,511.52	\$8,850.00	\$8,850.00
Property Tax Collection Fees - Other	\$1,637.13	\$2,177.33	\$2,200.00	\$2,200.00
<b>Total Expenditures</b>	<b>\$491,060.47</b>	<b>\$549,807.56</b>	<b>\$588,567.19</b>	<b>\$554,300.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$1,700.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2901 Special Revenue

Fund Name: POLICE LEVY

Description	2021	2022	Current 2023	2024
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$1,700.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$467,778.95	\$380,019.42	\$256,452.23	\$157,152.23
Less: Encumbrances 12/31	\$4,683.81	\$7,281.39	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$463,095.14	\$372,738.03	\$256,452.23	\$157,152.23

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2902 Special Revenue

Fund Name: STREET LEVY

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$324,992.68	\$326,889.27	\$298,780.07	\$84,871.83
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$47,121.82	\$48,455.48	\$53,000.00	\$53,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$6,376.67	\$6,224.88	\$5,500.00	\$5,500.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$53,498.49</b>	<b>\$54,680.36</b>	<b>\$58,500.00</b>	<b>\$58,500.00</b>
<b>Expenditures</b>				
Street Maintenance and Repair - Salaries	\$0.00	\$0.00	\$3,000.00	\$3,000.00
Street Maintenance and Repair - Other	\$51,601.90	\$82,789.56	\$269,408.24	\$8,700.00
Capital Outlay - Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$51,601.90</b>	<b>\$82,789.56</b>	<b>\$272,408.24</b>	<b>\$11,700.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2902 Special Revenue

Fund Name: STREET LEVY

<u>Description</u>	<u>2021</u>	<u>2022</u>	<u>Current 2023</u>	<u>2024</u>
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$326,889.27	\$298,780.07	\$84,871.83	\$131,671.83
Less: Encumbrances 12/31	\$0.00	\$708.24	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$326,889.27	\$298,071.83	\$84,871.83	\$131,671.83

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2903 Special Revenue

Fund Name: OPIOID Settlement Fund

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$0.00	\$0.00	\$400.23	\$300.46
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenditures</b>				
Other General Government - Other	\$0.00	\$0.00	\$500.00	\$300.46
<b>Total Expenditures</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$500.00</b>	<b>\$300.46</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$400.23	\$400.23	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$400.23</b>	<b>\$400.23</b>	<b>\$0.00</b>
Fund Balance 12/31	\$0.00	\$400.23	\$300.46	\$0.00



**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2903 Special Revenue

Fund Name: OPIOID Settlement Fund

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$400.23	\$300.46	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2905 Special Revenue

Fund Name: MAYOR'S COURT COMPUTER FEE

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$29,896.65	\$33,872.20	\$37,210.64	\$32,210.64
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$4,895.00	\$5,967.00	\$5,000.00	\$5,000.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$4,895.00	\$5,967.00	\$5,000.00	\$5,000.00
Expenditures				
Mayor's Court - Other	\$919.45	\$2,628.56	\$10,000.00	\$10,000.00
Total Expenditures	\$919.45	\$2,628.56	\$10,000.00	\$10,000.00
Other Financing Sources & Uses				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$33,872.20	\$37,210.64	\$32,210.64	\$27,210.64

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 2905 Special Revenue

Fund Name: MAYOR'S COURT COMPUTER FEE

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$2,805.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$33,872.20</u>	<u>\$34,405.64</u>	<u>\$32,210.64</u>	<u>\$27,210.64</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5101 Enterprise

Fund Name: WATER

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$1,314,412.10	\$984,902.25	\$1,061,463.86	\$1,069,271.00
Fund Balance Adjustments	\$76.99	\$1,516.92	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$2,231.47	\$261.41	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$3,000.00	\$0.00
Charges for Services	\$517,774.32	\$521,125.09	\$520,100.00	\$520,050.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$3,099.06	\$6,016.10	\$5,000.00	\$5,000.00
<b>Total Revenue</b>	<b>\$523,104.85</b>	<b>\$527,402.60</b>	<b>\$528,100.00</b>	<b>\$525,050.00</b>
<b>Expenditures</b>				
Water - Salaries	\$160,787.17	\$177,229.46	\$209,199.11	\$230,000.00
Water - Other	\$182,397.99	\$243,911.02	\$277,028.76	\$278,300.00
Capital Outlay - Other	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service - Other	\$9,506.53	\$31,217.43	\$34,064.99	\$35,000.00
<b>Total Expenditures</b>	<b>\$352,691.69</b>	<b>\$452,357.91</b>	<b>\$520,292.86</b>	<b>\$543,300.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	-\$500,000.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5101 Enterprise

Fund Name: WATER

Description	2021	2022	Current 2023	2024
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	-\$500,000.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$984,902.25	\$1,061,463.86	\$1,069,271.00	\$1,051,021.00
Less: Encumbrances 12/31	\$24,635.76	\$3,693.24	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$960,266.49	\$1,057,770.62	\$1,069,271.00	\$1,051,021.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5601 Enterprise

Fund Name: TRASH PICKUP

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$68,996.08	\$74,899.12	\$99,574.90	\$99,574.90
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$224,632.22	\$241,837.47	\$240,000.00	\$240,000.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$224,632.22</b>	<b>\$241,837.47</b>	<b>\$240,000.00</b>	<b>\$240,000.00</b>
<b>Expenditures</b>				
Refuse Collection and Disposal - Other	\$218,729.18	\$217,161.69	\$240,000.00	\$245,000.00
<b>Total Expenditures</b>	<b>\$218,729.18</b>	<b>\$217,161.69</b>	<b>\$240,000.00</b>	<b>\$245,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$74,899.12	\$99,574.90	\$99,574.90	\$94,574.90

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5601 Enterprise

Fund Name: TRASH PICKUP

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$3,766.61	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$74,899.12</u>	<u>\$95,808.29</u>	<u>\$99,574.90</u>	<u>\$94,574.90</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5602 Enterprise

Fund Name: STREET LIGHT

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$33,424.55	\$36,494.37	\$40,175.26	\$35,175.26
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental				
Special Assessments	\$33,325.65	\$34,542.01	\$33,000.00	\$34,000.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$33,325.65</b>	<b>\$34,542.01</b>	<b>\$33,000.00</b>	<b>\$34,000.00</b>
<b>Expenditures</b>				
Street Lighting - Other	\$30,255.83	\$30,861.12	\$38,000.00	\$41,000.00
<b>Total Expenditures</b>	<b>\$30,255.83</b>	<b>\$30,861.12</b>	<b>\$38,000.00</b>	<b>\$41,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$36,494.37	\$40,175.26	\$35,175.26	\$28,175.26



**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5602 Enterprise

Fund Name: STREET LIGHT

<b>Description</b>	<b>2021</b>	<b>2022</b>	<b>Current 2023</b>	<b>2024</b>
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$36,494.37	\$40,175.26	\$35,175.26	\$28,175.26

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5701 Enterprise

Fund Name: WATER CAPITAL IMPROVEMENT

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$1,246,818.17	\$1,508,509.71	\$1,593,027.84	\$581,327.84
Fund Balance Adjustments	\$647.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$244,257.69	\$244,744.28	\$223,000.00	\$223,000.00
Charges for Services	\$36,800.00	\$63,443.46	\$37,000.00	\$25,000.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$31,323.54	\$387.92	\$30,300.00	\$350.00
<b>Total Revenue</b>	<b>\$312,381.23</b>	<b>\$308,575.66</b>	<b>\$290,300.00</b>	<b>\$248,350.00</b>
<b>Expenditures</b>				
Water - Other	\$129,454.98	\$162,027.64	\$523,000.00	\$323,000.00
Street Construction and Reconstruction - C	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay - Other	\$398,413.40	\$37,029.89	\$650,000.00	\$150,000.00
Debt Service - Other	\$23,468.31	\$25,000.00	\$29,000.00	\$30,000.00
<b>Total Expenditures</b>	<b>\$551,336.69</b>	<b>\$224,057.53</b>	<b>\$1,202,000.00</b>	<b>\$503,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$500,000.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	-\$100,000.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5701 Enterprise

Fund Name: WATER CAPITAL IMPROVEMENT

Description	2021	2022	Current 2023	2024
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$500,000.00	\$0.00	-\$100,000.00	\$0.00
Fund Balance 12/31	\$1,508,509.71	\$1,593,027.84	\$581,327.84	\$326,677.84
Less: Encumbrances 12/31	\$0.00	\$174,249.13	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$1,508,509.71	\$1,418,778.71	\$581,327.84	\$326,677.84

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5901 Enterprise

Fund Name: STORM SEWER UTILITY

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$203,040.00	\$272,313.74	\$296,689.29	\$187,689.29
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$86,991.94	\$86,970.55	\$75,000.00	\$80,000.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$226.80	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$87,218.74</b>	<b>\$86,970.55</b>	<b>\$75,000.00</b>	<b>\$80,000.00</b>
<b>Expenditures</b>				
Storm Sewers and Drains - Salaries	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Storm Sewers and Drains - Other	\$0.00	\$7,015.00	\$27,000.00	\$27,000.00
Other Basic Utility Service - Other	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Capital Outlay - Other	\$17,945.00	\$55,580.00	\$150,000.00	\$100,000.00
<b>Total Expenditures</b>	<b>\$17,945.00</b>	<b>\$62,595.00</b>	<b>\$184,000.00</b>	<b>\$134,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5901 Enterprise

Fund Name: STORM SEWER UTILITY

<b>Description</b>	<b>2021</b>	<b>2022</b>	<b>Current 2023</b>	<b>2024</b>
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$272,313.74	\$296,689.29	\$187,689.29	\$133,689.29
Less: Encumbrances 12/31	\$57,000.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$215,313.74	\$296,689.29	\$187,689.29	\$133,689.29

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5902 Enterprise

Fund Name: WATER TOWER DEPOSIT

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$7,500.01	\$5,396.02	\$10,396.02	\$10,396.02
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$12,000.00	\$21,000.00	\$19,000.00	\$19,000.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$12,000.00</b>	<b>\$21,000.00</b>	<b>\$19,000.00</b>	<b>\$19,000.00</b>
<b>Expenditures</b>				
Debt Service - Other	\$14,103.99	\$16,000.00	\$19,000.00	\$21,000.00
<b>Total Expenditures</b>	<b>\$14,103.99</b>	<b>\$16,000.00</b>	<b>\$19,000.00</b>	<b>\$21,000.00</b>
<b>Other Financing Sources &amp; Uses</b>				
<b>Sources</b>				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
<b>Uses</b>				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund Balance 12/31	\$5,396.02	\$10,396.02	\$10,396.02	\$8,396.02

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 5902 Enterprise

Fund Name: WATER TOWER DEPOSIT

Description	2021	2022	Current 2023	2024
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	<u>\$5,396.02</u>	<u>\$10,396.02</u>	<u>\$10,396.02</u>	<u>\$8,396.02</u>

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 6901 Internal Service

Fund Name: ADMIN HRA

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$25,402.92	\$21,078.92	\$4,389.67	\$11,389.67
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Revenues				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Expenditures				
Police Enforcement - Other	\$2,324.00	\$7,560.32	\$8,000.00	\$8,000.00
Water - Other	\$1,000.00	\$9,128.93	\$0.00	\$0.00
Street Maintenance and Repair - Other	\$500.00	\$0.00	\$0.00	\$0.00
Mayor and Administrative Offices - Other	\$500.00	\$0.00	\$0.00	\$0.00
Mayor's Court - Other	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$4,324.00</b>	<b>\$16,689.25</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>
Other Financing Sources & Uses				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$15,000.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00



**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 6901 Internal Service

Fund Name: ADMIN HRA

Description	2021	2022	Current 2023	2024
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$15,000.00	\$0.00
Fund Balance 12/31	\$21,078.92	\$4,389.67	\$11,389.67	\$3,389.67
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$21,078.92	\$4,389.67	\$11,389.67	\$3,389.67

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 9901 Custodial

Fund Name: Sewer Agency

Description	2021	2022	Current 2023	2024
Fund Balance 1/1	\$34,577.91	\$42,250.32	\$43,082.35	\$43,082.35
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
<b>Revenues</b>				
Property and Other Local Taxes				
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00
Municipal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00
State Shared Taxes				
Local Government	\$0.00	\$0.00	\$0.00	\$0.00
Inheritance Tax	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00
Other - State Shared Taxes and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$323,964.36	\$320,765.54	\$0.00	\$0.00
Fines, Licenses and Permits	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	<b>\$323,964.36</b>	<b>\$320,765.54</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Expenditures</b>				
Sanitary Sewers and Sewage - Other	\$0.00	\$0.00	\$0.00	\$0.00
Fiduciary Distributions - Other	\$316,291.95	\$319,933.51	\$0.00	\$0.00
<b>Total Expenditures</b>	<b>\$316,291.95</b>	<b>\$319,933.51</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Financing Sources &amp; Uses</b>				
Sources				
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00
Uses				
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Financing Sources &amp; Uses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Financial Worksheet - Budget**

Budget 2024

Year 2023

Fund Classification: 9901 Custodial

Fund Name: Sewer Agency

Description	2021	2022	Current 2023	2024
Fund Balance 12/31	\$42,250.32	\$43,082.35	\$43,082.35	\$43,082.35
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$42,250.32	\$43,082.35	\$43,082.35	\$43,082.35

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

**RESOLUTION 2023-025**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Village of Waynesville is planning to make capital improvements to Franklin Road Water Main and Street Improvements, Phase 2, and

WHEREAS, Village of Waynesville and Wayne Township have agreed to enter into a multijurisdictional agreement detailing the terms of said contribution.

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

Section 1: That the Village Manager is hereby authorized to apply to the PWC for funds as described above related to the Franklin Road Water Main and Street Improvements, Phase 2.

Section 2: That the Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to submit such application prior to the grant application deadline.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor

# District 10 - Public Works Integrating Committee Pre-Application for Financial Assistance

Applicant should consult instructions prior to completing this form.

**APPLICANT NAME** Village of Waynesville  
**Street** 1400 Lytle Road  
**City/Zip** Waynesville, OH 45068  
**County** Warren

**Contact Person** Chief Gary Copeland  
**Phone Number** 513-897-8015

**Project Name** Franklin Road Water Main and Street Improvements, Phase 2  
**Project Type** (Check primary project)  Road  Bridge  Water Supply  
 Sewer Collection  Sewer Treatment  Stormwater  Solid Waste Disposal  
 Flood Control  Other \_\_\_\_\_

**TOTAL PROJECT COST:** \$1,295,260.00  
**DISTRICT FUNDING REQUESTED:** \$764,204.00

*This Section for District Use*

**DISTRICT FUNDING RECOMMENDATION:** \$ \_\_\_\_\_

**FUNDING SOURCE REQUESTED** (Check One)

State Issue 2 District 10 - Grant Allocation  
 State Issue 2 District 10 - Loan  
 State Issue 2 District 10 - Debt Support/Credit Enhancement  
 State Issue 2 Small Government Funds  
 Local Transportation Improvement Program (LTIP)

### PROJECT SCHEDULE:

Engineering will be completed 06 / 01 / 2024  
Project will be ready to bid 06 / 01 / 2024  
Construction will be Completed 06 / 15 / 2025

## PROJECT INFORMATION:

**PROJECT NAME: Franklin Road Water Main and Street Improvements, Phase 2**

**BRIEF PROJECT DESCRIPTION:**

**A. Specific Location: (attach map)**

Project is located on Franklin Road between Lytle Road and 4<sup>th</sup> Street.

**B. Project Components:**

The project involves the replacement of 2,000' of 4" transite/cast iron water main with 8" ductile iron. Fire hydrants, water services, and valves will also be replaced. In addition to the water main work, storm sewer will be replaced from Lytle Road to 4<sup>th</sup> Street, and the entire project limits will also have the pavement milled/filled 2". The bulk of the work is related to the water system installation so this project is classified as a water distribution project.

**C. Physical Dimensions/Characteristics:**

2,000' of 8" ductile iron water main, 10 gate valves, 900' of copper water services, 2,180' of storm sewer, and 9300 SY of paving.

**D. Design Service Capacity:**

The project serves approximately 33 customers directly. The project will replace the existing 4" transite and cast iron water mains with an 8" main to improve fire flow and eliminate a section of main with frequent breaks. Fire hydrants will be replaced with 6" branches as well. The capacity of the storm sewer will be improved to meet current Warren County Standards for design-year storm HGL capacity.

**E. Current Status:**

The Village has the preliminary design completed and will move forward with final plans once it is determined that funding has been obtained. The Village will be entering into a cooperative agreement with Wayne Township, who maintains a portion of the water main infrastructure, and the Township will contribute at least \$25,000 to the project. This cooperative agreement, along with the CFO certification and Council Resolution, will be submitted to the County/OPWC at the time of the PY 38 final application in the Summer of 2023. Per conversations with Neil Tunison, CFO certification, cooperative agreements, and Council resolutions are not necessary at pre-app.

map, age certification, estimate, self-scoring sheets.

**Supporting Documentation: (List documents/attachments)**

District 10 Public Works Integrating Committee Pre-Application for Financial Assistance - Page 2

**PROJECT FINANCIAL INFORMATION:**

Project Estimated Costs

(Round to Nearest Dollar & Percent)

a) Total Project Engineering	\$ <u>103,000.00</u>	<u>8.0</u> %
b) Total Acquisition Expenses	\$ _____	_____ %
c) Total Construction/Equipment Costs	\$ <u>1,190,260.00</u>	<u>92</u> %
d) Other Direct Project Costs	\$ <u>2,000.00</u>	<u>0.2</u> %
e) <b>TOTAL PROJECT COSTS</b>	\$ _____	_____ %

TOTAL PORTION OF PROJECT COSTS - REPAIR/REPLACEMENT \$ 1,295,260.00 100 %

TOTAL PORTION OF PROJECT COSTS - NEW/EXPANSION \$ 0.00 0 %

**PROJECT FINANCIAL RESOURCES (Round to Nearest Dollar and Percent)**

a) Local In-Kind Contributions:	\$ _____	_____ %
b) Local Public Revenues:	\$ <u>531,056.00</u>	<u>41</u> %
c) Local Private Revenues:	\$ _____	_____ %
d) Other Public Revenues:		
State of Ohio	\$ _____	_____ %
Federal Programs	\$ _____	_____ %
e) OPWC District 10 Funds:		
Grants	\$ <u>764,204.00</u>	<u>59.0</u> %
Loans/Debt Support/Credit	\$ _____	_____ %
f) <b>TOTAL FINANCIAL RESOURCES</b>	\$ <u>1,295,260.00</u>	<u>100</u> %

**Applicant certifies that the following information has been included with this Pre-Application for Financial Assistance: (circle appropriate response)**

Yes	No	Two-Year Maintenance of Local Effort Report
Yes	No	Inventory of Existing Infrastructure
Yes	No	5-Year Capital Improvement Plan
Yes	No	N/A
Yes	No	Status of Funds Report (if applicable - see instructions)

Gary Copeland, Village Manager  
 Certifying Applicant Representative (Type Name and Title)

Signature \_\_\_\_\_

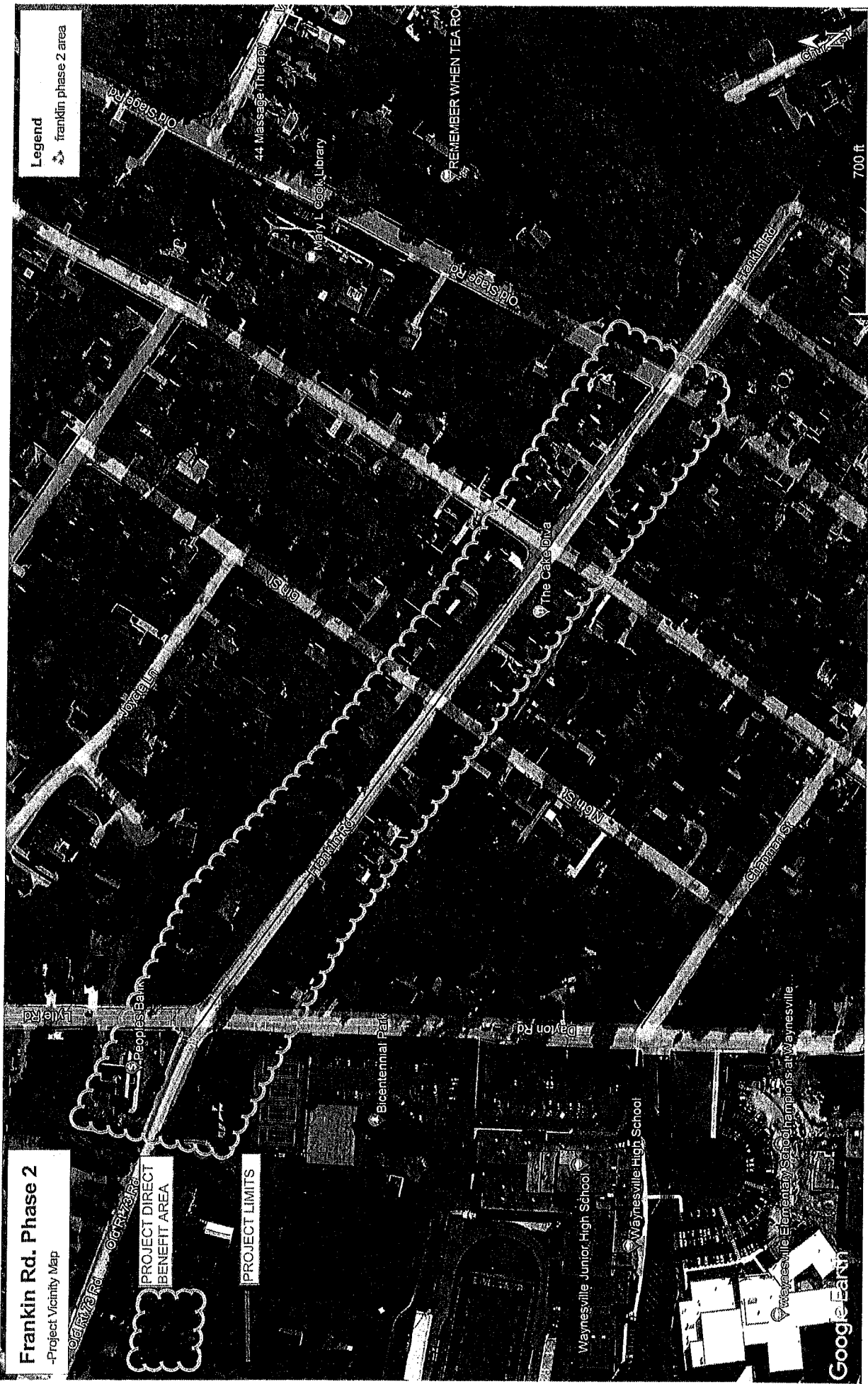
Date Signed \_\_\_\_\_

**Franklin Rd. Phase 2**  
-Project Vicinity Map

PROJECT DIRECT BENEFIT AREA

PROJECT LIMITS

Legend  
→ franklin phase 2 area





**FRANKLIN STREET WATER MAIN AND STREET IMPROVEMENTS, PHASE 2  
VILLAGE OF WAYNESVILLE, WARREN COUNTY, OHIO  
PRELIMINARY CONSTRUCTION ESTIMATE**

ITEM NO.	DESCRIPTION	UNIT OF APPROX.		UNIT COST	June 1, 2022
		MEASURE	QTY.		TOTAL COST
202	MISC. REMOVALS/SAWCUTTING	LUMP	1	\$16,000.00	\$16,000.00
254	1-1/2" PAVEMENT PLANING, ASPHALT CONCRETE	S.Y.	9300	\$5.00	\$46,500.00
301	8" ASPHALT CONCRETE BASE	C.Y.	460	\$250.00	\$115,000.00
407	TACK COAT @ 0.06 GAL./S.Y.	GAL.	560	\$6.00	\$3,360.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448)	C.Y.	400	\$240.00	\$96,000.00
608	4" CONCRETE SIDEWALK REPAIR	S.F.	600	\$15.00	\$9,000.00
609	CURB AND GUTTER REPAIR	FT.	500	\$40.00	\$20,000.00
611	4" STORM REPAIR	FT.	50	\$20.00	\$1,000.00
611	6" STORM REPAIR	FT.	50	\$20.00	\$1,000.00
611	8" STORM REPAIR	FT.	50	\$20.00	\$1,000.00
611	12" STORM SEWER	FT.	400	\$80.00	\$32,000.00
611	15" STORM SEWER	FT.	800	\$100.00	\$80,000.00
611	18" STORM SEWER	FT.	940	\$125.00	\$117,500.00
611	TYPE 1A CATCH BASIN	EACH	17	\$2,500.00	\$42,500.00
611	TYPE 3 STORM MANHOLE	EACH	5	\$4,000.00	\$20,000.00
611	MANHOLE ADJUSTED TO GRADE	EACH	6	\$250.00	\$1,500.00
614	MAINTAINING TRAFFIC	LUMP	1	\$7,500.00	\$7,500.00
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$6,300.00	\$6,300.00
638	8" WATER MAIN	FT.	2000	\$140.00	\$280,000.00
638	6" WATER MAIN	FT.	50	\$150.00	\$7,500.00
638	8" GATE VALVE	EACH	10	\$2,000.00	\$20,000.00
638	FIRE HYDRANT ASSEMBLY	EACH	5	\$8,000.00	\$40,000.00
638	WATER SERVICES	FT.	900	\$70.00	\$63,000.00
638	METER PITS	EACH	33	\$1,500.00	\$49,500.00
659	SEEDING AND MULCHING	S.Y.	1500	\$4.00	\$6,000.00
<b>CONSTRUCTION SUBTOTAL</b>					<b>\$1,082,160.00</b>
10% CONSTRUCTION CONTINGENCY					\$108,100.00
<b>CONSTRUCTION TOTAL</b>					<b>\$1,190,260.00</b>
<b>PERMITS/ADVERTISING/LEGAL TOTAL</b>					<b>\$2,000.00</b>
Topographic Survey					\$10,000.00
Design Engineering					\$68,000.00
Bidding/Construction Administration					\$25,000.00
<b>ENGINEERING TOTAL</b>					<b>\$103,000.00</b>
<b>TOTAL</b>					<b>\$1,295,260.00</b>

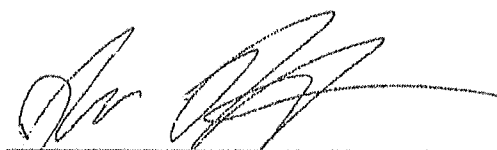


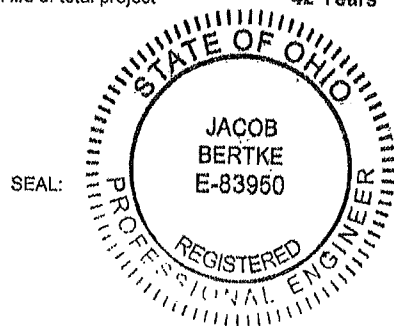
8956 Glendale-Milford Road, Suite 1, Loveland, OH 45140  
440 E. Hoewisher Road, Sidney, OH 45365

I HEREBY CERTIFY THAT THE PROJECT ESTIMATED COSTS LISTED ABOVE ARE REALISTIC BASED ON THE LEVEL OF DETAIL CURRENTLY AVAILABLE FOR THIS PROJECT AND ANTICIPATED FOR A 2023 CONSTRUCTION TIME FRAME.  
I ALSO CERTIFY THAT THIS PROJECT HAS AN EXPECTED USEFUL LIFE OF 42 YEARS BASED UPON NORMAL USAGE, REGULAR MAINTENANCE, AND CONSTRUCTED AS PER CURRENT STANDARDS IN USE BY THE OHIO DEPARTMENT OF TRANSPORTATION.

Component	Useful Life	Estimate Cost	Weighted Useful Life
Resurfacing	12 years	\$145,860.00	\$1,750,320.00
Reconstruction	30 years	\$161,500.00	\$4,845,000.00
Storm Sewer	50 years	\$295,000.00	\$14,750,000.00
Water	50 years	\$460,000.00	\$23,000,000.00
		<b>\$1,062,360.00</b>	<b>\$44,345,320.00</b>

Average weighted useful life of total project = **42 Years**

  
Jacob L. Bertke, P.E.



Choice One Engineering  
203 W. Loveland Ave.  
Loveland, Oh 45140

Re: Franklin Road Water Improvements  
Letter to certify the age of pipes,  
Number of taps, and condition of failing  
and degrading infrastructure

Dear Mr. Bertke,

The Village of Waynesville is desperately seeking funding to help with the replacement of our failing and degrading water system serving the Franklin Road area.

The inefficient water distribution system age is approximately 75 years old. The infrastructure was installed in the late 1940's.

There are about 33 services to homes that will directly benefit from this water replacement project and greater than 35% of our customers, especially in the downtown area, will also be directly benefited with fire flow and additional valves.

The Franklin Road water main is made up of 4" AC Transite and cast-iron pipe. The tuberculation build up in the main severely restricts the water flow. The street also is deprived of fire hydrants for fire protection. In addition, the homes mostly have galvanized and lead services.

The Village combination of this water improvement along with the Third Street improvements will make great strides in the removal of lead and galvanized services. In addition, this project will provide an additional transmission main to move our well water to the Town storage tank.

Sincerely,

*Nelson McKeever*

Nelson McKeever, Water Operator  
Village of Waynesville

### Project Criteria:

- 1) **What is the Age and Condition of the existing infrastructure?** Projects which do not involve existing infrastructure are not eligible for points under this criterion.

SCIP Reference - ORC 164.06 (B) 2 ; LTIP Reference – ORC 164.14 (E) 9

- **Road** – Pavement Condition Rating (PCR) shall be the rating calculated using ODOT’s Local Pavement Assessment Tool (LPAT) methodology, or any similar pavement condition rating methodology which evaluates pavements on a rating scale of 0 (failed) to 100 (new). Pavement rating methodologies which use a rating scale of 0 (failed) to 10 (new) may be scaled to correlate to a 0-100 scale.
- **Bridge / Culvert** – The sufficiency rating shall be that as calculated by the Ohio Department of Transportation (ODOT) based on the previous years’ annual inspection. Posted bridges shall have been load limit posted in accordance with the ODOT procedures. Culvert condition shall be determined by the calculation of a sufficiency rating.
- **Water / Sewer** – Applicant shall include a certified statement of the age of the existing infrastructure to be repaired / replaced. Applicant shall include a copy of any order to repair / replace infrastructure less than 50 years old; if less than 50 years old, provide sufficient evidence that the infrastructure component has exceeded the remaining useful life. Include pertinent information in Section 4.1 and 4.3 (C) of the application.

Late 1940's water main = 75 years old approximately
---

- 2) **How will the proposed infrastructure activity impact the Health and Safety?**

SCIP Reference - ORC 164.06 (B) 4 ; LTIP Reference – ORC 164 14 (E) 1 and 2

Section 4.3 (B) of the application shall begin with a statement regarding the need to meet federal, regional (i.e. “10 State Standards” as published by The Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers), ODOT, or local road, street, water treatment or conveyance, wastewater treatment or conveyance, and /or stormwater design standards / specifications.

- **Road** – Major upgrades involve complete cross section alterations including new ditches and/or curbs, new lanes (including turn lanes), ~~or~~ the complete removal and replacement of all pavement and base materials, and projects that alleviate serious traffic problems and hazards, or projects that respond to needs caused by rapid growth and development. Minor upgrades involve isolated full-depth repairs, and mill and replace projects (2” depth minimum) and lane widening projects. Minimal upgrades involve overlay projects (2” depth minimum) with no lane widening.
- **Bridge / Culvert** – Major upgrades include complete replacement and superstructure replacement, and projects that alleviate serious traffic problems and hazards, or projects that

respond to needs caused by rapid growth and development. Minor upgrades include deck replacement and widening. Minimal upgrades include deck / superstructure repairs, protective coating systems, railing upgrades.

- **Water / Sewer** – Major upgrades involve projects ordered through EPA Consent Decree or Findings and Orders, projects required to comply with NPDES Permits, projects required to comply with Safe Drinking Water Regulations, projects to address a health nuisance issued by the Health Department, projects to eliminate sanitary sewer overflows and projects to address excessive water main breaks, low water pressure or insufficient fire flows. Minor upgrades involve replacement of deficient equipment, updating existing treatment processes due to EPA recommendations, rehabilitation or lining to reduce inflow and infiltration or renew useful life, and tank painting or coating projects. Minimal upgrades involve new infrastructure or expansion to serve existing homes or businesses that are not currently served by public water or sanitary sewer.
- **No upgrades** to health, safety or welfare include new infrastructure or expansion to meet future or projected needs or projected development.

Main breaks and also lack of fire flow from limited flow area of old, 4" tuberculated pipes. Transite pipe (asbestos cement) is present which is very low quality pipe

**3) How does proposed activity contribute to Replacement Needs of the district?**

SCIP reference ORC 164.06 (B) 1 ; LTIP Reference – ORC 184.14 (E) 10

This item is to be calculated by the following formula:

$$[(\text{portion of project cost associated with replacement}) / (\text{total project cost})] \times 100$$

Bringing a facility up to standard, including upsizing various components is considered replacement. Any portion of a project adding capacity will be considered expansion.

- **Road** – Turn lanes, lane widening, and signals at intersections are considered safety improvements which do not add capacity and are therefore replacements. The addition of lanes for the length of a road segment, such as the construction of a two-way left turn lane is considered expansion. New roads are considered 100% expansion.
- **Bridge / Culvert** – Replacement of existing bridge and or rehabilitation of existing bridge (including lane and deck widening) is considered replacement. Widening a bridge to accommodate new or future additional lanes is considered expansion. New bridges (on a new road) are considered 100% expansion.
- **Water / Sewer** – Replacing existing lines with larger diameter lines to meet 10 State Standards or current flow demand is considered to be replacement. Replacing existing lines with larger diameter lines to accommodate future or anticipated flows is considered expansion. Lines to serve new service areas are considered 100% expansion. 100% replacement

**4) What is the total number of Users that will Benefit as a result of the proposed project?**

SCIP reference - ORC 164.06 (B) 4 ; LTIP reference - ORC 164.14 (E) 3

This item is to be calculated as follows:

- **Roads** – use the higher of:
  - a) The ADT (average daily traffic) of the road; or,
  - b) The ADT of the road divided by the population of the jurisdiction times 100% (population from Community Income Index).
- **Bridges / Culvert** – use the higher of:
  - a) The ADT of the road over/under the bridge/culvert ; or
  - b) The ADT of the road over/under the bridge/culvert divided by the population of the jurisdiction times 100% (population from Community Income Index).
- **Water / Sewer** – use the higher of:
  - a) The number of taps located along the project (or **directly** served by the project); or,
  - b) The number of taps located along the project (or **directly** served by the project) divided by the total number or taps served by the system.

33, less than 10%

**5) What percent of the total project cost (T.P.C.) has been committed from FEDERAL and/or STATE grants, other than OPWC funds?**

SCIP reference - ORC 164.06 (B) 7 ; LTIP reference – ORC 164.14 (E) 4

This item is to be calculated as follows:

$$[(\text{federal plus state grants (non-OPWC)}) / (\text{total project costs})] \times 100$$

41% local match

Federal or state loans which are to be re-paid with local revenues are not to be included in this calculation.

**6) What percentage of the total project cost (T.P.C) has been committed from LOCAL funding sources?**

SCIP reference - ORC 164.06 (B) 4; LTIP reference - ORC 164.14 (E) 4

This item is to be calculated as follows:

$$[(\text{local funding}) / (\text{total project costs})] \times 100$$

Local funds include: assessments, fees, in-kind contributions, federal or state loans which are to be re-paid with local revenues, and other local public / private funds.

**7) Will the proposed project Generate Revenue in the form of special user fees or assessments?**

SCIP reference - ORC 164.06 (B) 3

Projects are eligible for 1 point if they generate revenue in the form of user fees, assessments, tolls, etc. Other projects are not eligible for points under this criterion. water fees

**8) What is the Adequacy of the Planning for the project and the Readiness of the applicant to Proceed?**

SCIP Reference - ORC 164.06 (B) 9 ; LTIP Reference - ORC 164.14 (E) 5

Preliminary layout  
complete already. 30%  
plans by final application

- 10 points – Plans complete at time of application - Submit a certification that the construction plans have been submitted for final review and/or that right-of-way acquisition is underway. Include submittal letters to ODOT, EPA, etc.

- 7 points - Plans 30% complete at time of application – submit certification that the construction plans are in progress. Survey work should be complete, and line / grade stage plans submitted for review. Include submittal letters to ODOT, EPA, etc.

- 4 points – Plans under contract or authorized to proceed – submit copies of contract with design consultant or copies of authorization to proceed to design consultant or letterhead stating that the jurisdiction is completing plans In-House.
- 0 points – if no consultant has been authorized, or no consultant under contract, or bid award date exceeds one year from July 1<sup>st</sup> (project not eligible for this funding round).

**9) Applicant's previous performance on OPWC assisted projects.**

SCIP reference - ORC 164.06 (B) 6 and 8

This item will measure the applicant's history of competing SCIP and LTIP funded projects and will be verified with a copy of a resolution or motion by the applicant indicating the date of award of contracts issued by the board with legislative authority. It is required and understood that award of a construction contract is contingent on the verification that the selected contractor is on the list of vendors approved by the State of Ohio. The applicant will receive the lowest applicable score. For example, when applying for funding in this funding cycle, the following would be received:

- 10 points – if the applicant had received no funding in the past ten (10) years OPWC funding cycles.
- 7 points – if the applicant has completed construction and requested project closeout for all projects funded prior to the past three (3) funding cycles, or, has no current projects.
- 4 points – if the applicant has any projects funded in the past two (2) OPWC funding cycles

(excluding current year) and has not awarded a construction contract using SCIP or LTIP funds per OPWC agreement.

- 0 points – If the applicant has not awarded a construction contract for any SCIP or LTIP funded project per OPWC agreement older than three (3) years.

**10) What is your Community Index as shown on the attached Income Index table?**

SCIP reference ORC 164.06 (B) 8

6 points

The Community Index is calculated by the OPWC District 10 Program Liaison and provided in application packet.

**11) Does the project involve more than one jurisdiction?**

SCIP reference - ORC 164.06 (B) 10 ; LTIP reference - 164.14 (E) 7

Wayne Township is contributing financially to the project because some of the water main infrastructure is theirs to maintain. Wayne Township will be contributing \$25,000.

Partnering jurisdictions will qualify as involving or benefitting two or more jurisdictions by contributing local revenues in the amount of the lesser of 5% of the total project cost or \$25,000.

**12) Bonus points**

SCIP reference - ORC 164.06 (B) 10 ; LTIP reference - 164.14 (E) 10

Attach supporting documentation dictating a complete ban or partial ban or jobs created/retained.

**13) County priority**

SCIP reference - ORC 164.06 (B) 10 ; LTIP reference - 164.14 (E) 10

This item is reserved for District use only. Each County can award up to a total of 10 points (all County projects combined).

COMMUNITY INCOME INDEX - 2015

District #10 PWIC COMMUNITY INCOME INDEX		2013 POP	diff POP	2013 PCI	diff PCI	2013 POP X PCI	2015 INCOME INDEX	2015 Criteria #10	2010 Criteria #8	2015 2010 diff
165-52374	WAR VMO Morrow, village, Warren	1,485	78.12%	\$19,697	81.94%	29,250,045	63.86%	8	4	4
165-69576	WAR VPP Pleasant Plain, village, Warren	133	76.44%	\$25,832	123.40%	3,435,656	83.75%	4	6	-2
165-73446	WAR VSI South Lebanon, village, Warren	4,864	110.92%	\$26,569	102.56%	129,231,616	86.14%	4	2	2
165-82418	WAR VWA Waynesville, village, Warren	2,896	96.44%	\$23,142	93.59%	67,019,232	75.03%	6	4	2
165-15700	WAR TCC Clearcreek, township, Warren	14,299	118.05%	\$39,976	93.33%	571,016,824	125.81%	0	0	0
165-21238	WAR TDE Deerfield, township, Warren	36,693	121.00%	\$39,751	109.23%	1,458,583,443	128.88%	0	0	0
165-28490	WAR TFR Franklin, township, Warren	11,770	105.98%	\$23,828	93.96%	280,455,560	77.25%	6	2	4
165-33068	WAR THA Hamilton, township, Warren	20,533	132.75%	\$36,789	100.27%	755,388,537	119.27%	0	0	0
165-33474	WAR THR Harlan, township, Warren	4,515	97.66%	\$31,377	104.51%	141,667,155	101.73%	0	0	0
165-48216	WAR TMA Massie, township, Warren	735	94.72%	\$31,916	89.07%	23,458,260	103.48%	0	0	0
165-69988	WAR TSA Salem, township, Warren	2,988	94.59%	\$28,195	99.37%	84,246,660	91.41%	2	0	2
165-77868	WAR TTC Turtlecreek, township, Warren	14,717	96.77%	\$28,380	111.11%	417,668,460	92.01%	2	2	0
165-78610	WAR TUN Union, township, Warren	2,256	97.20%	\$29,229	90.67%	65,940,624	94.76%	2	0	2
165-81690	WAR TWS Washington, township, Warren	2,368	84.60%	\$34,694	118.05%	82,155,392	112.48%	0	0	0
165-82306	WAR TWA Wayne, township, Warren	4,855	85.19%	\$34,114	115.21%	165,623,470	110.60%	0	0	0
165-21238	WAR TDE Deerfield, township, Warren	36,693	121.00%	\$39,751	109.23%	1,458,583,443	128.88%	0	0	0

SOURCE = US Census Bureau - 2009-2013 American Community Survey 5-year estimates



APPLICANT Village of Waynesville COUNTY WARREN Total Points

PROJECT TITLE Franklin Road Water Main and Street Improvements, Phase 2 Checklist Complete?  YES  NO

TYPE  road  bridge  water supply treatment  water distribution  wastewater collection  wastewater treatment  solid waste disposal  stormwater systems

#1	<u>10</u>	10 points	7 points	4 points	0 points		
AGE and CONDITION of existing infrastructure	Roads	P.C.R. < 60	60 ≤ P.C.R. ≤ 75	P.C.R. > 75	new construction		
	Bridges	<50 Sufficiency Rating Posted	50 ≤ Sufficiency Rating ≤ 70	Sufficiency Rating > 70	new construction		
	Culverts	< 25 Tons or closed					
	Water Sewer	EPA Order to repair/replace or facility > 50 yrs old	Replaces 25-49 yr old structure	Replaces <25 yr old structure	new construction		
#2	<u>10</u>	10 points	7 points	4 points	0 points		
Impact of proposed activity to HEALTH and SAFETY		MAJOR IMPACT, see Instructions for further definition.	MINOR IMPACT, see Instructions for further definition.	MINIMAL IMPACT, see Instructions for further definition.	NO IMPACT, project is new or expansion, meets future needs.		
#3	<u>10</u>	10 points	7 points	4 points	0 points		
REPLACEMENT NEEDS of District		100% Replacement	67 - 99% Replacement	33 - 66% Replacement	Replacement < 33%		
#4	<u>2</u>	10 points	7 points	4 points	2 points		
Total number of USERS that benefit from proposed activity	Roads Bridges	> 2,000 ADT population = > 30%	1,000 < ADT ≤ 2,000 population = 20% - 29%	500 < ADT ≤ 1,000 population = 10% - 19%	ADT ≤ 500 population = less than 10%		
	Water Sewer	> 2,000 customers customers = > 30%	1,500 < customers ≤ 2,000 customers = 20% - 29%	500 < customers ≤ 1,500 customers = 10% - 19%	customers ≤ 500 customers = less than 10%		
#5	<u>0</u>	10 points	8 points	6 points	4 points	2 points	0 points
% of T.P.C committed from FEDERAL / STATE Grants (other than OPWC funds)		80% or greater	70% to 79%	60% to 69%	45% to 59%	10% to 45%	< 10%
#6	<u>8</u>	10 points	8 points	6 points	4 points	2 points	0 points
% of T.P.C. committed from LOCAL funding sources		more than 50%	41% to 50%	31% to 40%	21% to 30%	10% to 20%	< 10%
#7	<u>1</u>			1 point	0 point		
Will the proposed project Generate REVENUE in the form of user fees or assessments				YES	NO		
#8	<u>7</u>	10 points	7 points	4 points	0 points		
Adequacy of PLANNING and Readiness to PROCEED		Plans complete at time of application	Plans 30% complete at time of application	Plans under Contract or Authorized to Proceed	No consultant has been authorized or under contract		
#9	<u>7</u>	10 points	7 points	4 points	0 points		
Applicants PERFORMANCE on OPWC assisted projects		No funding in past 10 years of OPWC funding cycles	projects from past 3 funding cycles have been completed and closed out	projects from last 2 funding cycles, but have not awarded construction contract	has not awarded construction contract for any OPWC projects older than 3 years		
#10	<u>6</u>	10 points	8 points	6 points	4 points	2 points	0 points
Community Income Index (see attached)		below 60%	60% or greater less than 70%	70% or greater less than 80%	80% or greater less than 90%	90% or greater less than 100%	100% and over
#11	<u>5</u>	10 points	5 points	1 points			
How many Jurisdictions benefit		Involves or benefits two or more counties	Involves and benefit two or more Jurisdictions within one county	Involves only one jurisdiction but may benefit others			
#12	<u>0</u>	10 points	5 points	5 points			
BONUS POINTS (attach supporting documentation)		Complete ban of the use and expansion of the use by formal action of fed/state/local regulatory agency or court	partial ban of the use or prohibition of expansion without correction	Jobs created or retained as a result of the proposed project activity			
#13	<u>0</u>	COUNTY PRIORITY (for District Use only) Each County can award up to a total of 10 points for ALL projects					

**RESOLUTION 2023-026**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MULTIJURISDICTIONAL AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE FRANKLIN ROAD WATER MAIN AND STREET IMPROVEMENTS, PHASE 2 AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville is planning to make capital improvements to Franklin Road Water Main and Street Improvements, Phase 2, and

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, Wayne Township has agreed to contribute \$25,000 to said project; and

WHEREAS, Village of Waynesville and Wayne Township have agreed to enter into a multijurisdictional agreement detailing the terms of said contribution.

NOW, THEREFORE, BE IT RESOLVED 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 multijurisdictional agreement with Wayne Township related to the Franklin Road Water Main and Street Improvements, Phase 2, detailing the terms of the Wayne Township contribution to said project.

Section 2: That the Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute such an agreement prior to the grant application deadline.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2023-027**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PURCHASE CONTRACT WITH ERICH SCHUBERT FOR THE SALE OF 577 HIGH STREET AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville is the owner of certain property and has determined that it has no present or future public purpose; and

WHEREAS, the Village Manager has negotiated the terms of a purchase contract in order for the Village of Waynesville to sell said property; and

WHEREAS, the Village of Waynesville is authorized to sell real property without publicly advertising and soliciting bids pursuant to its Home Rule authority under the Constitution of the State of Ohio in conjunction with the Village charter; and

WHEREAS, Council for the Village of Waynesville hereby determines the method for the sale of said property through the terms of this ordinance and the attached purchase contract.

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

Section 1. The Village Manager is hereby authorized to enter into a purchase contract with Erich Schubert, substantially in the form of the contract attached hereto as Exhibit A, incorporated herein by reference.

Section 2. That the Village Manager is further authorized to execute any and all other documents necessary to complete said sale.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to authorize the purchase contract prior to the expiration of the offer and to execute the contract at the earliest possible date.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor

### Contract to Purchase

Adopted by the  
CINCINNATI AREA BOARD OF REALTORS®  
DAYTON REALTORS®

For exclusive use by REALTORS®.  
This is a legally binding contract. If not understood, seek legal advice.  
For real estate advice, consult a REALTOR®.



5/23/2023 (date).

1. **PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:

Address 577 High Street City/Township Waynesville  
Ohio, Zip Code OH 45068, County Warren, Further described as: (include county Auditor's  
Parcel Number(s) for each and every parcel included in sale) PARID: 0906133003  
("Real Estate").

2. **TIMELINES:** All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with regard to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.**

3. **PRICE AND TERMS:** Buyer hereby agrees to pay \$ 15,250.00  
("Purchase Price") for the Real Estate, payable as follows:

a) **EARNEST MONEY CONTINGENCY:** This contract is contingent upon Buyer providing earnest money in the amount of \$ 500.00 ("Earnest Money"). Earnest Money shall be submitted for deposit with 3\*, and written acknowledgement of Earnest Money deposit shall be provided to Listing REALTOR® or Seller within 4 calendar days (this shall be 3 calendar days if not specified) beginning the day following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest Money will NOT be automatically disbursed to any party.

**\* (i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money:** Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller.

**\* (ii) In the event that the parties do not designate an Ohio-licensed real estate broker, and designate another third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow hold shall be governed by separate, third-party escrow terms.  Separate escrow terms are attached.**  
Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. Buyer and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the Contract.

b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or title company trust account check on date of Closing, subject to the terms of applicable law.

**Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer, including, but not limited to, discount points, closing costs, pre-pays, and any other fees allowed by Buyer's lender in an amount not to exceed \$ 0.00.

4. **FINANCING CONTINGENCY:** Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer rescission period, Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this Contract.

Buyer intends to use the Real Estate for the following purpose:  Owner-occupied  Rental  Other: \_\_\_\_\_

**CASH:** Buyer's written confirmation of available funds, on verifiable document from funding source,  is attached  shall be provided within 3 calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Buyer's Initials ETS Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

ERICH SCHUBERT (937) 900-8099

51  **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and
52 obtaining: (a)  fixed  adjustable or  other first mortgage loan on the Real Estate, (b) in an amount not to exceed
53 -- % of the Purchase Price, (c) at an interest rate  at prevailing rates and terms  not to exceed -- %,
54 (d) for a term of not more than -- years or at a higher rate or shorter term agreeable to Buyer.

55  **FHA/USDA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining
56 (a)  FHA, [(1)  fixed or (2)  adjustable] (including FHA closing costs),  USDA or  VA (including VA funding fee)
57 first mortgage loan in the maximum amount not to exceed -- % of the Purchase Price, (b) at an interest rate
58  at prevailing rates and terms  not to exceed -- %, (c) for a term of not less than -- years or
59 at a higher rate or shorter term agreeable to Buyer.  Buyer has been provided the **FHA For Your Protection: Get a Home
60 Inspection** disclosure. *When the Buyer is financing through FHA, USDA or VA, the Seller may be required to pay for certain fees.
61 Check with Buyer's lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the
62 Closing. On FHA/USDA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

63  **OTHER FUNDING SOURCE:** -- (funding source) Buyer's written confirmation of
64 available funds, on verifiable document from funding source,  is attached  shall be provided within -- calendar
65 days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may,
66 by written notice to selling REALTOR® or Buyer, terminate this Contract.

67 **Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER
68 HAS COMPLETED ANY OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN
69 SUBSECTIONS (a) THROUGH (d) below, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN
70 NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF TERMINATION IS
71 DELIVERED TO BUYER PRIOR TO RECEIPT OF SUCH WRITTEN CONFIRMATION.**

72 (a) Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that
73 such qualification  is  is not contingent upon the closing of Buyer's other real estate and  is attached  shall be
74 provided to Seller within -- calendar days beginning the day following the Contract Acceptance Date.

75 (b) Buyer shall complete a loan application, which shall include providing selected lender with "intent to proceed", including
76 payment for appraisal (if necessary), within -- calendar days beginning the day following the Contract Acceptance Date
77 and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller
78 naming selected lender and confirming that this provision has been satisfied.

79 (c) Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within
80 -- calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the
81 loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to
82 lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to
83 final loan approval (clear to close).

84 (d) Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived
85 within -- calendar days prior to the Date of Closing in Section 22.

86 Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely
87 manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND
88 PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

89 **5. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final
90 sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio.
91 In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding
92 Source or Lender's appraiser in connection with a financed sale) equal to or greater than the Purchase Price, Buyer shall have the option to terminate
93 this Contract by delivering written notice to Seller (i) in the event of purchase via Cash or Other Funding Source, within -- calendar days
94 beginning the day following the Contract Acceptance Date, or (ii) in the event of Conventional, FHA, USDA or VA financing, the time-frame set
95 forth in Section 4 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer
96 does not deliver written notice to Listing REALTOR® Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal
97 Contingency Period, then Buyer's option to terminate this Contract due to appraised value shall be deemed waived.

98 **6. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all buildings, improvements,
99 fixtures, and all items affixed or wired to the Real Estate located thereon (but excluding any items specifically excluded in 6b
100 below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are
101 now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment,
102 including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm
103 windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering, wall-to-wall, inlaid and stair carpeting (attached
104 or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound
105 system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including
106 non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment;
107 doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras

Buyer's Initials ES Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

108 and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
109 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
110 thereof; electronic underground fencing transmitter and receiver collars, and parking space(s) number(s) -- -- and
111 storage unit number -- -- (where applicable). The following appliances shall also be included: ranges, ovens,
112 microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors. Notwithstanding the foregoing, any free-
113 standing, countertop appliances shall not be included unless specifically delineated in section 6a), below. The following items,
114 which are leased in whole or in part, shall be excluded from this sale (please check appropriate boxes); [ ] water softener;
115 [ ] security/alarm system; [ ] propane tank; [ ] satellite dish; [ ] satellite dish components: NA

116 6a) THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE
117 SPECIFICALLY INCLUDED WITH THE REAL ESTATE NA
118
119

120 6b) THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:
121 NA
122

123 7. CERTIFICATION OF OWNERSHIP: Seller certifies that Seller owns all of the items listed in Section 6 and that they will be
124 free and clear of any debt, lien or encumbrances at closing (except as listed in Section 22 of this Contract). Seller also represents that
125 those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 6, together with
126 their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other
127 right to transfer, documentation of authority to convey the Real Estate shall be provided to the title company upon request.

128 8. SELLER'S CERTIFICATION: Seller certifies to Buyer that to the best of Seller's knowledge: The Real Estate:

- 129 (a) [ ] is [x] is not located in a Historic District.
130 (b) [ ] is [x] is not subject to a lease.
131 (c) [ ] is [x] is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the Real Estate (not covered
132 by HOA). If affirmative, describe:
133 (d) [ ] is [x] is not located in a flood plain requiring insurance.
134 (e) [ ] is [x] is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate
135 is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting
136 the necessary application and will furnish to Buyer a copy of the resulting unconditional certificate on or before the date of Closing.
137 (f) [ ] is [x] is not subject to pending orders of any public authority. If affirmative, describe:
138
139 (g) [ ] has [x] has not had work performed or improvement constructed that may result in future assessments. If affirmative,
140 describe:
141 (h) [ ] has [x] has not received notices from a public agency with respect to condemnation or appropriation, change in zoning,
142 proposed future assessments, correction of conditions or other similar matters. If affirmative, describe:
143
144 (i) [ ] yes [x] no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on
145 or from the Real Estate and/or other adverse environmental conditions exist within the boundaries of the Real Estate. If yes,
146 describe:
147 (j) [ ] is [x] is not subject to encroachments, shared driveways, party walls. If affirmative, describe:
148
149 (k) [ ] yes [x] no there are property tax abatements or homestead exemptions currently affecting the Real Estate. If yes, describe:
150
151 (l) [ ] yes [x] no there have been (site or area) improvements installed or services furnished, and/or Seller has received
152 notification(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be
153 assessed against the Real Estate. If affirmative, describe:
154 (m) [ ] is [x] is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

155 9. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES: Real Estate

- 156 (a) [ ] is [x] is not subject to a homeowner association established by recorded declaration with mandatory membership,
157 (b) [ ] is [x] is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees).
158 If affirmative, please provide amount(s) and describe: NA
159 (c) [ ] is [x] is not subject to mandatory fees imposed on the real estate [ ] pool, [ ] golf course, [ ] other
160 NA ] (separate from HOA fees).

161 Seller certifies that the current HOA fees are: \$ 0.00 [ ] Monthly [ ] Quarterly [ ] Annually and/or
162 [ ] Other ---

163 Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or
164 outstanding) affecting the Real Estate except: None

165 If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at
166 Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents
167 recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of

Buyer's Initials [Signature] Date / Time Seller's Initials Date / Time

168 monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the  
 169 Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents (collectively,  
 170 "Documents") within 7 calendar days beginning the day following the Contract Acceptance Date ("Document Delivery  
 171 Period"). Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval to Seller  
 172 within 7 calendar days beginning the day following the actual delivery date within the Document Delivery Period  
 173 ("Disapproval Period"). If written notice of disapproval is delivered within the Disapproval Period, then this Contract shall become  
 174 null and void. Unless written notice is delivered within the Disapproval Period, Buyer shall be deemed to have approved the  
 175 Documents and waives the right to terminate the Contract based upon the terms and conditions of same. If Seller fails to provide  
 176 Documents as required, Buyer has the right to terminate the Contract within 3 days of the Document Delivery Period by providing  
 177 written notice to Seller of such termination. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval  
 178 for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing  
 179 by the lender and/or title company. Buyer shall be responsible for, and Seller shall reasonably assist, in obtaining any lender-  
 180 required documents from the association.

181 Buyer shall pay for all fees for documents required by the lender, including but not be limited to, application fees, association  
 182 questionnaire fees, appraisal fees, wire transfer fees, etc.

183 At the time of closing, Buyer shall pay for any initial capital infusion or advance dues/assessments required by the association and  
 184 related to the period of Buyer's ownership. Seller shall pay for any and all dues/assessments required by the association that shall  
 185 come due and payable prior to the date of Closing and related to the period of Seller's ownership. Any dues/assessments that relate  
 186 to a period of ownership for both, Buyer and Seller, shall be prorated at Closing. Seller shall also pay for the status letter and  
 187 account transfer fees (this shall include any and all administrative, association and/or management fees incurred as a result of the  
 188 sale and transfer of the real estate, regardless of how they are characterized by the association, including, but not limited to: new  
 189 account set-up fees, certification fees, transfer fees, administrative fees, etc.), Seller acknowledges that it is Seller's responsibility  
 190 to provide association contact information to the title company at least 14 calendar days prior to closing. Failure to do this may  
 191 result in additional charges to Seller. Any and all expedited service fees charged by the association/management company shall  
 192 be paid by Seller.

193 **10. MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate,  
 194 including, but not limited to, the grounds and improvements thereon. Seller shall repair or replace any appliances, equipment or  
 195 systems currently in normal operating condition that fail prior to possession except: NA. Seller  
 196 further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently,  
 197 except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real  
 198 Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate  
 199 this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any  
 200 substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided**  
 201 **the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the**  
 202 **purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual**  
 203 **obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

204 **11. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide  
 205 potential additional benefits to Buyer. Buyer  selects  does not select a home warranty to be provided by NA  
 206 NA (Home Warranty Company) and paid for by NA at an  
 207 amount not to exceed NA.

208 **12. PROPERTY DISCLOSURE FORM:** Buyer  has  has not received the Ohio Residential Property Disclosure form  
 209 or  Seller represents and warrants that Seller is exempt from providing the Ohio Residential Property Disclosure (Ohio  
 210 REALTORS® Residential Property Disclosure Exemption Form attached).

211 **13. BUYER'S OFF-SITE ACKNOWLEDGEMENT:** Buyer acknowledges that Buyer has conducted any and all desired  
 212 investigations that are relevant to Buyer with regard to the municipality, zoning, school district, and legal use of the Real  
 213 Estate and conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration  
 214 of sex offenders, noise levels (i.e., airports, interstates, environmental), availability and requirements and costs for delivery  
 215 of utilities (water/power/etc.), local regulations/development or any other issues of relevance to the Buyer and has verified  
 216 that the Real Estate is suitable for Buyer's intended use. Buyer assumes sole responsibility for researching such conditions.  
 217 Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to these conditions and the  
 218 use of the Real Estate. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and  
 219 all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry  
 220 with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

221 **14. REAL ESTATE INSPECTION CONTINGENCY: BUYER ACKNOWLEDGES THAT BUYER HAS BEEN**  
 222 **ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO**  
 223 **BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON**  
 224 **THE RESULTS OF SUCH INSPECTION(S).**

225 The Buyer, at Buyer's expense, has the option to have the Real Estate inspected by Ohio licensed home inspectors and/or other  
 226 professionals qualified to perform assessments and services in a specific area of expertise. Inspections regarding the physical

Buyer's Initials ETS Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

227 condition, insurability and cost of a casualty insurance policy(ies), boundaries, and use of the Real Estate shall be the sole
228 responsibility of the Buyer. Buyer is relying solely upon Buyer's examination of the Real Estate (personally or by Buyer's
229 inspectors and/or contractors), the Seller's representations and certifications, including those made herein, under the Ohio
230 Residential Property Disclosure, and under the Lead Based Paint Disclosure, if any. During the Inspection Period, Buyer
231 and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon
232 reasonable notice, and such persons shall be permitted to take photographic or video imagery of areas of the Real Estate
233 for use in reporting and further examination of its condition.

234 Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which
235 repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

236 Buyer understands and agrees that the inspection report(s) are not to be considered a list of required repairs and/or
237 corrections to the Real Estate. Buyer understands that the inspection report(s) may include notes which are for
238 informational purposes only and do not reflect the condition of the Real Estate. Buyer agrees that Seller is not required to
239 bring the Real Estate improvements up to the standards of current building code(s) that are now applicable in the area
240 where the Real Estate is located. Buyer understands that, except as may be further agreed in writing, Seller is not required
241 to make any corrections that may be noted in the inspection report(s).

242 Buyer  has  has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on
243 the Real Estate, OR  N/A for unimproved properties or for improved properties built 1978 or later.

244 Buyer  has  has not  not applicable received the pamphlet "Protect Your Family From Lead in Your Home"
245 Notwithstanding anything to the contrary herein, certain loan types may require certain inspection(s). If so required, Buyer
246 and Seller agree to comply with the lender's requirements.

247  BUYER WAIVES THE RIGHT TO CONDUCT ANY AND ALL REAL ESTATE INSPECTIONS.

248  BUYER ELECTS TO CONDUCT LIMITED INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency
249 is limited to inspection of ONLY the following:  Termite and wood-boring insects,  Lead-Based Paint  Other:
250

251  BUYER ELECTS TO CONDUCT FULL INSPECTION OF THE REAL ESTATE. Buyer's inspection contingency is
252 unlimited in scope. Buyer may, but shall not be required to, conduct an inspection of any and all qualities, conditions and aspects of the
253 Real Estate, its land, and its improvements. By way of example, this shall include, but shall not be limited to: survey, fixtures, operating
254 systems, air conditioning, heating, roofing, pool, water quality/quantity, structural integrity, well, septic system, cistern, plumbing,
255 fireplace, mold, electrical, asbestos, radon, infestations, termite and wood-boring insects, lead-based paint, tree(s) quality and condition.

256 In accordance with Buyer's above election:

257 A. Buyer shall have a period of -- calendar days (the "Inspection Period,") beginning on the day following
258 the Contract Acceptance Date, to conduct and complete any and all inspections of the Real Estate. Prior to the end of the
259 Inspection Period, Buyer shall:

260 i. Provide to Seller a signed, written request for Seller to correct any material conditions or matters adversely affecting
261 the Real Estate (the "Defect Notice.") The Defect Notice shall identify the conditions to which Buyer is requesting
262 correction by Seller, and shall include the relevant portion(s) of the inspection report(s) which describe the conditions
263 to be corrected. Buyer agrees that minor, routine maintenance and cosmetic items are not to be considered
264 material and Buyer may not object to these in the Defect Notice.

265 OR

266 ii. Provide to Seller a signed, written notice of Buyer's satisfaction with the quality and condition of all aspects of the
267 Real Estate, its land, and its improvements (the "Notice of Satisfaction".)

268 DELIVERY OF EITHER NOTICE IN THIS SECTION 14.A. SHALL DESIGNATE THE END OF THE
269 INSPECTION PERIOD. IN THE EVENT THAT BUYER SHALL FAIL TO TIMELY PROVIDE ANY
270 REQUIRED, WRITTEN NOTICE TO SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY
271 FURTHER INSPECTIONS AND TO HAVE PROVIDED A NOTICE OF SATISFACTION TO SELLER.

272 B. In the event that Buyer has timely delivered to Seller a Defect Notice, Seller shall have a period of up to -- calendar
273 days (the "Consideration Period,") beginning on the day following the delivery of the Defect Notice, to evaluate Buyer's
274 request for correction(s). Prior to the end of the Consideration Period, Seller shall:

275 i. Provide to Buyer a signed, written agreement to correct all defects in the manner detailed and requested in Buyer's Defect Notice;

276 OR

277 ii. Provide to Buyer a signed, written counter-offer detailing Seller's agreement, if any, to correct defects identified in
278 Buyer's Defect Notice. Seller shall deliver such counter-offer even if Seller is not agreeing to correct any defects.



279 DELIVERY OF EITHER NOTICE IN THIS SECTION 14.B. SHALL DESIGNATE THE END OF THE
280 CONSIDERATION PERIOD. IN THE EVENT THAT SELLER SHALL FAIL TO TIMELY PROVIDE ANY
281 REQUIRED, WRITTEN NOTICE TO BUYER, SELLER SHALL BE DEEMED TO HAVE AGREED TO
282 CORRECT DEFECTS IN THE MANNER DETAILED AND REQUESTED IN BUYER'S DEFECT NOTICE.

283 C. In the event that Seller has timely delivered to Buyer a written counter-offer under Section 14.B.ii., the parties shall have
284 up to -- calendar days (the "Settlement Period,") beginning on the day following the delivery of such counter-
285 offer, to reach a mutual, signed, written agreement detailing Seller's correction of defects, if any.

286 DELIVERY OF ANY MUTUALLY SIGNED, WRITTEN AND ACCEPTED COUNTER-OFFER FOR
287 CORRECTION OF DEFECTS (OR FOR NO CORRECTION OF DEFECTS) DURING THE SETTLEMENT
288 PERIOD SHALL END THE SETTLEMENT PERIOD. IN THE EVENT THAT THE PARTIES FAIL TO REACH
289 A MUTUAL, SIGNED, WRITTEN AGREEMENT UNDER THIS SECTION 14.C., THIS CONTRACT SHALL
290 AUTOMATICALLY TERMINATE.

291 D. Notwithstanding the forgoing, this Section 14.D. provides limited circumstances in which a Buyer may elect to not provide
292 a Defect Notice to Seller, and may unilaterally terminate this Contract without further opportunity for Seller's correction of
293 defect(s). In the event that Buyer's inspections reveal Real Estate condition(s), which conditions were not disclosed by
294 Seller prior to the Contract Acceptance Date and that evidence one or more of the following, specific matters: conditions
295 adversely affecting the structural integrity of the building(s), the presence of asbestos, the presence of lead-based paint, the
296 presence of any other Hazardous Materials (as defined below), and/or Other: NA
297 and Buyer does not wish to provide Defect Notice to Seller in accordance with Section 14.A., then prior to the end of the
298 Inspection Period, Buyer shall deliver to Seller signed, written notification of Buyer's election to terminate the Contract (the
299 "Contract Termination Notice"), which Contract Termination Notice shall also identify the specific condition, together with
300 the relevant portion of Buyer's inspection report(s) evidencing the existence of such condition. Upon timely delivery to
301 Seller of the Contract Termination Notice, this Contract shall be terminated.

302 For purposes of this subsection D, "Hazardous Materials" means: (a) substances defined as "hazardous substances," "hazardous
303 materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam
304 insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of
305 polychlorinated biphenyls; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or
306 regulated by any governmental authority and poses a hazard to the health or safety of the occupants of the Real Estate.

307 15. PROPERTY SURVEY: Buyer acknowledges that it is Buyer's responsibility to confirm the location of the boundary lines
308 and/or to confirm the location of the improvements upon the Real Estate relative to such boundary lines, setback lines and/or
309 easements. Buyer, at Buyer's expense, shall obtain any survey of the Real Estate desired by Buyer and/or required by Buyer's
310 lender. If Buyer desires for Buyer's obligations under this Contract to be contingent upon Buyer's satisfactory review of
311 evidence of survey, Buyer must complete any desired survey and proceed in accordance with the timelines and process
312 stated Section 14., herein. (Note: Any survey evidence required by lender is not subject to Buyer's Inspection contingency
313 and may still impact lender's terms and conditions to lend.)

314 16. PROPERTY INSURANCE VERIFICATION CONTINGENCY: Buyer(s) acknowledges that it is Buyer's sole
315 responsibility to make inquiries and to confirm availability and cost of any and all policy(ies) of insurance reasonably desired by
316 Buyer and/or required by Buyer's lender, including, but not limited to, hazard, flood and personal property insurance. BUYER IS
317 RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED. Buyer shall have Fourteen
318 (14) calendar days beginning the day following the Contract Acceptance Date to confirm that such insurance policy(ies) is/are
319 available and that the cost is acceptable to Buyer and Buyer's lender. If Buyer cannot obtain such policy(ies) and/or if the cost is
320 not acceptable to Buyer or Buyer's lender, then Buyer shall have the right to terminate this Contract by providing written
321 notification to Seller before the expiration of this Fourteen (14) calendar day period. If Buyer does not timely deliver to Seller a
322 written notice of termination, this contingency shall be waived.

323 17. SELLER'S COOPERATION: Seller agrees to make the Real Estate available, at reasonable hours, for access by licensed
324 real estate agents/brokers and Buyer, Buyer's inspectors, licensed appraisers and other authorized parties as required in order to
325 satisfy the terms of the Contract. Seller shall have ALL utilities servicing the Real Estate on during the pendency of this
326 Contract. Buyer acknowledges that Buyer is not authorized to be present on the Real Estate without a licensed real estate
327 agent unless prior, express, written authorization is obtained from the Seller.

328 18. OTHER CONTINGENCIES/AGREEMENTS:
329  See attached Addenda which are signed by all parties and incorporated into this Contract: None
330
331
332
333
334
335

336 19. TITLE INSURANCE: Title insurance is designed to protect the policyholder of such title insurance for covered losses
337 caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance
338 is issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of
339 owner's title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not required,
340 is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection
341 to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance
342 prior to Closing.

343 1) [ ] Buyer does not select an Owner's Policy of Title Insurance at this time. Buyer may have the ability to obtain an Owner's
344 Policy of Title Insurance on or after the time of closing, but any decision to obtain an Owner's Policy of Title Insurance after
345 the date of Contract Acceptance shall be at Buyer's sole cost and expense and Buyer acknowledges that certain title premium
346 discounts that are available at the time of closing will not be available when an Owner's Policy of Title Insurance is purchased
347 at a later time.

348 2) [X] Buyer does select an Owner's Policy of Title Insurance, and:

349 a) [X] Buyer selects an Owner's Policy of Title Insurance at Buyer's expense.

350 b) [ ] Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance and Buyer
351 shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium.

352 c) [ ] Seller shall pay the entire cost of an Owner's Policy of Title Insurance premium. When issued in connection with a
353 lender's policy, seller shall pay the difference between lender and owner's policy including any simultaneous issue fees.

354 Seller's agreement to pay any amount toward the purchase of an Owner's Policy of Title Insurance shall only apply to
355 Buyer's election to purchase this policy at the time of closing.

356 20. PRORATIONS OF REAL ESTATE TAXES AND ASSESSMENTS: Tax bills in Ohio are billed a full year in arrears.
357 Buyer shall be responsible for any and all property tax bills that come due and payable in the next, semi-annual period that begins
358 after the date of closing, including bills that relate to a period of ownership prior to Buyer's purchase. At Closing, Seller shall pay
359 or credit on the settlement statement (a) all real estate taxes and assessments, including, but not limited to, penalties and interest,
360 which became due and payable prior to and in the semi-annual period in which the Closing occurs, (b) a pro rata share, calculated
361 as of the closing date in the manner set forth below, of the real estate taxes and assessments becoming due and payable after the
362 closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment
363 if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has
364 indicated that Buyer is acquiring the Real Estate for agricultural purposes.

365 [ ] If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment
366 to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

367 TAX PRORATIONS: Unless otherwise stated herein, all tax prorations shall be final at Closing. All prorations of real estate taxes
368 shall be based upon the most recent available tax rates, assessments and valuations based upon the assessment method used by the
369 county in which the Real Estate is located. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as
370 follows:
371

372 Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays
373 entire taxes due which cover the tax period(s) up to the date of Closing.

374 [ ] Short Proration Method: ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS USED - Seller's share
375 shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently
376 assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first
377 day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and
378 shall supersede the provision to use the Long Proration Method.

379 ASSESSMENTS: Any special assessments are payable in a single annual installment and shall be prorated based upon the
380 assessment method selected above. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real
381 estate taxes and assessments may differ from the amounts prorated at Closing. However, all Closing prorations shall be final,
382 except for the following (if applicable): (i.e., tax abated property, new construction, etc.) NA
383 -- Buyer shall assume responsibility for above items upon Closing.

384 NEW CONSTRUCTION: The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet
385 appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant
386 or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and
387 the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing
388 which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional
389 appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and
390 delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely
391 responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

Buyer's Initials ETB Date / Time Seller's Initials Date / Time

392 21. OTHER PRORATIONS: It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and
393 (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of
394 Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of
395 the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as
396 of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage
397 deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations
398 are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ;
399 however, all Closing prorations shall be final.

400 22. CONVEYANCE AND CLOSING: Closing services will be provided by title company designated by Buyer:
401 Landmark Title South // (937) 432-6300 (title company name and phone
402 number). Title company and/or its attorney(s) do not represent either Buyer or Seller. If Buyer or Seller desires legal representation,
403 they shall hire their own attorney. Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At
404 Closing, Seller shall be responsible for transfer taxes/conveyance fees, Condominium or HOA transfer fees (this shall include any
405 and all administrative, association and/or management fees incurred as a result of the sale of the real estate, including, but not
406 limited to: new account set-up fees, certification fees, transfer fees, etc.), cost of acquiring HOA status letters, or any documents
407 required by the HOA to facilitate the transfer of the real estate, deed preparation, title company settlement fees chargeable to Seller,
408 the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this
409 Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title
410 Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee
411 simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the
412 following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage
413 expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments
414 becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming
415 due and payable after Closing, and (7) the following assessments (certified or otherwise):
416 \_\_\_\_\_ Seller shall have the right at Closing to pay out of the
417 Purchase Price any and all encumbrances or liens.

418 Date of Closing shall be 6/8/2023, or as mutually agreed by the parties. Notwithstanding
419 anything to the contrary, in the event that Buyer and Seller are proceeding in good faith performance under this Contract and
420 Closing cannot occur due to occurrence or circumstance out of the direct control of either party, the Date of Closing shall be
421 extended for a period of up to 7 calendar days. Unless otherwise agreed, such extension shall extend the terms of Possession and
422 Occupancy by an equal number of days as Closing was extended.

423 Make deed to: Anchor's Aweigh Properties and Investments

424 23. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given
425 1) [X] at Closing or
426 2) [ ] on or before \_\_\_\_\_ o'clock [ ] (A.M.) [ ] (P.M.) [ ] (Noon) EASTERN/DAYLIGHT STANDARD TIME on
427 \_\_\_\_\_ (date), or such earlier possession/occupancy date that the Seller so notifies the Buyer.

428 Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities
429 used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall
430 pay for all final bills rendered from such meter readings. Seller shall provide all keys, door openers, and information for items that
431 require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession
432 of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris. If Seller fails to
433 vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional
434 expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate. This provision
435 shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision.

436 24. AGENCY DISCLOSURES: Buyer and Seller acknowledge having reviewed the state-mandated agency disclosure statement(s).

437 25. COMPANY SPECIFIC PROVISIONS:
438 NA
439 \_\_\_\_\_
440 \_\_\_\_\_
441 \_\_\_\_\_

442 26. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT: Seller and Buyer acknowledge that REALTOR® shall disclose
443 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.
444 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Buyer
445 acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent
446 of the parties. Seller and Buyer authorize REALTOR® to disclose financing settlement charges paid by Seller and other concession data
447 upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to establish accurate
448 market value.

Buyer's Initials [Signature] Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

449 27. **SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied  
 450 agreement exists. ANY SUBSEQUENT CONDITIONS, AMENDMENTS AND/OR OTHER MODIFICATIONS TO  
 451 THIS CONTRACT SHALL NOT BE VALID AND BINDING UPON THE PARTIES UNLESS IN WRITING AND  
 452 SIGNED BY ALL PARTIES, UPON WHICH SUCH WRITTEN AGREEMENT SHALL BECOME AN INTEGRAL  
 453 PART OF THE CONTRACT. This Contract shall be binding upon the parties, their heirs, administrators, executors,  
 454 successors and assigns.

455 This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together,  
 456 shall constitute one and the same instrument. Faxes and Internet transmissions are an acceptable method of communication for  
 457 physical delivery of the Contract, addenda(s) and notifications in this transaction and shall be binding upon the parties.

458 28. **GENERAL TERMS:** This Contract shall be interpreted and construed in accordance with the laws of the State of Ohio. Any  
 459 and all Seller certifications, representations and/or warranties contained herein shall survive the actual date of closing for a period  
 460 of One (1) year. If any provision of this agreement shall be deemed unenforceable by a court of law, this agreement shall be  
 461 deemed modified only to the extent of such unenforceable provision(s) and the remainder of the agreement shall remain in full  
 462 force and effect.

463 29. **SELLER NON-FOREIGN STATUS.** Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real  
 464 property interest must, under certain circumstances, withhold tax if the transferor is a foreign person. If Seller is a foreign  
 465 person (as that term is defined in the Internal Revenue Code and Income Tax Regulations), Seller acknowledges and agrees  
 466 that at the time of Closing, Buyer may require tax withholding from Seller's proceeds up to the maximum amount permitted  
 467 by law.

468 30. **ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile  
 469 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in  
 470 connection with this Contract.

471 31. **INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information  
 472 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and  
 473 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,  
 474 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or  
 475 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

476 32. **ELECTRONIC/WIRE FRAUD:** Email is **not** always secure or confidential. Never respond to a request that you send  
 477 funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers  
 478 without first verifying the identity of the person requesting the information. If you receive an email message concerning a  
 479 transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email  
 480 before verifying the identity of the person requesting the information and immediately contact the known individual/entity with  
 481 whom you have an established relationship using a separate verified method of communication to determine/notify of suspected  
 482 email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods**  
 483 **of communication.**

484 33. **ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision  
 485 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this Contract  
 486 must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or sources for  
 487 such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the  
 488 services and/or products of such companies or sources.

489 34. **CONTRACT ACCEPTANCE DATE:** As used herein, the Contract Acceptance Date shall be defined as the date on which  
 490 all provisions of the Contract have been accepted and agreed by all parties to the Contract, and the document reflecting the final  
 491 signatures of acceptance has been physically delivered to the other party ("Contract Acceptance Date"). Contract performance  
 492 dates and contingencies in the Contract shall commence the day following Contract Acceptance Date.

493 35. **EXPIRATION:** This offer is void if not accepted in writing on this Contract form, with this form physically delivered to  
 494 Buyer on or before 5:00 o'clock  (A.M.)  (P.M.)  (Noon) EASTERN/DAYLIGHT STANDARD TIME  
 495 5/25/2023 (date).

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Buyer's Initials AB Date / Time \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

496 36. BUYER CERTIFICATION: Buyer certifies and warrants that the signatory(ies) below has/have full authority to enter into
497 this agreement and that any and all additional signatories, spouse\* or otherwise, who are necessary in order to purchase the property
498 or obtain lender financing for the Real Estate purchase have expressly agreed to sign such required purchase and/or financing
499 documents. (\*Dower or other spousal rights may require signature of spouse even if spouse is not on loan or title deed.)

Erich Schubert
Print Buyer's Name

[Handwritten Signature]

5/27/2023 1:05 PM
Date/Time

Print Buyer's Name

Signature of Buyer or authorized party

Date/Time

Buyer's Address 2936 Stone Mill Court

Beavercreek

OH 45434

500 37. ACTION AND CERTIFICATION BY SELLER: The undersigned Seller has read and fully understands the foregoing
501 offer. Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter
502 into this Contract and that any and all additional signatories, spouse\* or otherwise, who are necessary in order to convey the Real
503 Estate, have expressly agreed to sign such required purchase and/or financing documents. (\*Dower or other spousal rights may
504 require signature of spouse even if spouse is not on title deed.)

505 List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the
506 Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real
507 estate:

508 In the event of power of attorney, trust, corporation,
509 limited liability company, inheritance or other right to transfer, documentation of authority to convey the Real Estate shall be
510 provided to the title company/settlement agent upon request.

511 Seller hereby:

512 [ ] accepts said offer and agrees to convey the Real Estate according to the above terms and conditions,

513 [ ] rejects said offer, or

514 [ ] counteroffers according to the above modifications initialed and dated by Seller, which counteroffer shall become null and
515 void if not accepted in writing on this Contract form, with this form physically delivered to Seller or Seller's agent on or before
516 o'clock [ ] (A.M.) [ ] (P.M.) [ ] (Noon) EASTERN/DAYLIGHT STANDARD TIME (Date).

Print Seller's Name

Signature of Seller or authorized party

Date/Time

Print Seller's Name

Signature of Seller or authorized party

Date/Time

Seller's Address

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

THE INFORMATION PROVIDED BELOW IS FOR ADMINISTRATIVE PROCESSING

CONTRACT ACCEPTANCE DATE (DATE OF DELIVERY OF FINAL SIGNATURES): (Date/Time)

Note: Until acceptance of final offer/counter-offer has been physically delivered to the other party, either party may rescind their offer/counteroffer. Therefore, delivery of final contract to other party is to be made as soon as possible on the date of final signature(s).

RECEIPT OF EARNEST MONEY DEPOSIT: Failure to provide written verification as provided in Section 3 of the Contract to Purchase may result in Seller's termination of the Contract.

I hereby certify receipt of Earnest Money ( [ ] check/money order # , [ ] wire/electronic transfer # , [ ] cash, [ ] other ) in the amount of \$ 500.00

I further certify that the funds shall be submitted for deposit in accordance with Ohio law and acknowledge that failure to deposit in a timely manner is a violation of license law.

Print REALTOR's Name/Firm

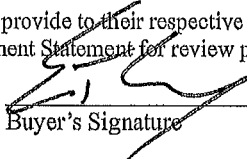
REALTOR's Signature

Date/Time

**THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING**

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

\_\_\_\_\_  
Seller's Signature Date/Time

 5/23/2023 1:05 pm  
\_\_\_\_\_  
Buyer's Signature Date/Time

\_\_\_\_\_  
Seller's Signature Date/Time

\_\_\_\_\_  
Buyer's Signature Date/Time

SELLING/BUYER'S REALTOR® Firm: \_\_\_\_\_

Address \_\_\_\_\_

Broker Firm State License Number \_\_\_\_\_ Broker Firm MLS ID \_\_\_\_\_

Contact (Agent) Name \_\_\_\_\_

Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number \_\_\_\_\_

Contact (Agent) Email and Phone \_\_\_\_\_

(Principal) Broker Name \_\_\_\_\_

Close Transaction under Team Leader in MLS  yes  no

Team Name: \_\_\_\_\_ Team Leader: \_\_\_\_\_ MLS ID: \_\_\_\_\_

LISTING/SELLER'S REALTOR® Firm: \_\_\_\_\_ Bill Lee and Associates, Inc.

Address 327 Regency Ridge Road Dayton OH 45459

Broker Firm State License Number 2001012586 Broker Firm MLS ID LEER01

Contact (Agent) Name Erich Schubert

Contact (Agent) State License Number 20211004057 Agent MLS Number SCHUERICH109

Contact (Agent) Email and Phone eschubert@buydayton.com (937) 900-8099

(Principal) Broker Name Tawnya Lee-Hurst

Close Transaction under Team Leader in MLS  yes  no

Team Name: \_\_\_\_\_ Team Leader: \_\_\_\_\_ MLS ID: \_\_\_\_\_



Department of Commerce  
Division of Real Estate & Professional Licensing



## AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 577 High Street, Waynesville, OH 45068

Buyer(s): Erich Schubert

Seller(s): City of Waynesville

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Erich Schubert and real estate brokerage Bill Lee and Associates will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_  
**\*Buyer is a licensed real estate agent in Ohio**

represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] 5/23/2023  
BUYER/TENANT Erich Schubert DATE

SELLER/LANDLORD city of Waynesville DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

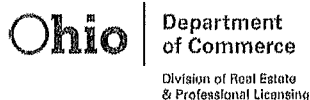
**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:



Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100





**ORDINANCE NO. 2023-022**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH BUCKEYE POWER SALES FOR THE MAINTENANCE OF GENERATORS AT THE COVEY STATION AND GOVERNMENT BUILDING**

WHEREAS, the Village has determined that it is in the best interest of Village operations to obtain professional services related to generator maintenance; and

WHEREAS, Buckeye Power Sales has provided a proposal for said services; and

WHEREAS, the Village desires to enter into an agreement with said vendor for such 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 Buckeye Power Sales for professional maintenance services related to generator maintenance pursuant to the terms of the proposal attached hereto and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay Buckeye Power Sales in accordance with the terms and specifications attached hereto and incorporated herein by reference.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor



**Planned Maintenance Agreement Quote**  
Page 1

**Bill-to Customer No.** C00463700  
Village Of Waynesville  
1400 Lytle Road  
Waynesville, OH 45068  
USA

**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, OH 45069  
USA  
**Phone No.** 513.755.2323  
**Fax No.** 513.755.4515

**Contact** Brian Keith  
**Phone No.** 937-751-4270  
**E-Mail** bkeith@waynesville-ohio.org  
**Salesperson** Ben Coulter  
**Description** Prepaid Agreement - 3YR

**Quote No.** PMA1039086  
**Accept Before** 05/11/23  
**Starting Date** 06/01/23  
**Invoice Period** Year  
**Annual Amount** 1,280.00

~ 3 Year Prepaid Planned Maintenance Agreement ~  
Agreement Locks Rates for 3 Years ( Invoiced Annually )  
Agreement Includes Annual Major Service  
Agreement Includes Annual Minor Service  
~ Service Cycle ~  
June-Major Service  
December -Minor Service

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

**Ship-to Address**

Municipal Bldg  
1400 Lytel Rd.  
Waynesville, OH 45068

EQ0202311 Cummins GGFE-5599115 C CUGGFE-5599115 C B030467426 640.00

**Ship-to Address**

Water Tower  
1349 Lytle Rd  
Waynesville, OH 45068

USA  
EQ0202312 Onan 100kw GGHH-5618566 ON100GGHH D030493357 640.00

**Total** 1,280.00

Customer Signature Line

**PO #** \_\_\_\_\_

**Sign** \_\_\_\_\_

**Print** \_\_\_\_\_

**Date** \_\_\_\_\_

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS**

**ARTICLE ONE: TERM OF CONTRACT**

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

**ARTICLE TWO: REMEDIES FOR BREACH**

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 Servicing Agent is not responsible for any consequential damages, lost profits or any damages or losses.
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

**ARTICLE THREE: TERMINATION OF AGREEMENT**

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
  - Bankruptcy or insolvency of either party
  - Assignment of this Agreement by either party without consent of the other party
  - Sale of the business of either party
  - Acts of God
  - Death or dissolution of either party
  - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees ("Indemnitees") harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods and services relating to this agreement.
- 3.05 If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

**ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT**

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service**
  - Services provided in each Servicing Agent's maintenance trip will include the following:
    - Inspect air cleaner
    - Test antifreeze and adjust
    - Check coolant level
    - Inspect belts and hoses as required
    - Check engine heater operation
    - Check generator set for fuel, oil, coolant leaks
    - Check air intakes and outlets
    - Check transfer tank operation
    - Drain exhaust line
    - Inspect silencer
    - Check battery charger operation and charge rate
    - Check battery electrolyte levels and specific gravity
    - Clean battery terminals as necessary
    - Check generator output voltage and adjust as necessary
    - Emergency system operation without load transfer
    - Frequency check/governor adjustment, as required
    - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
    - Check engine alternator charge rates
    - Check engine and generator gauge and indicator operation
    - Check generator set controller operation including shutdown functions
    - Perform engine checks per manufacturer's recommendations

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)**

**4.03 Annual Maintenance**

- Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:

- Lube, oil and filter(s) change

- Fuel filter(s) change

- Engine tune-up with parts for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

\*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.

**4.05 Load Bank Service (only if specified as "Additional Services")**

- Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.

4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.

4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**



# Buckeye Power Sales

Reliable Power Professionals Since 1947

**Columbus, Ohio**  
8155 Howe Industrial Pkwy.  
Canal Winchester, OH 43110  
614-751-4515  
866-889-2628

**Cincinnati, Ohio**  
4992 Rialto Rd.  
West Chester, OH 45069  
513-755-2323  
800-368-7422

**Cleveland, Ohio**  
8465 Tower Dr.  
Twinsburg, OH 44087  
330-425-9165  
800-966-2825

**Dayton, Ohio**  
5238 Cobblegate Dr.  
Moraine, OH 45439  
937-630-4005  
855-638-2720

**Toledo, Ohio**  
12400 Williams Rd  
Perrysburg, OH 43551  
567-331-0385  
855-638-2728

**Indianapolis, Indiana**  
1707 S. Franklin Rd.  
Indianapolis, IN 46239  
317-271-9661  
800-632-0339

**Ft. Wayne, Indiana**  
7525 Maplecrest Rd. #221  
Ft. Wayne, IN 46835  
260-739-1773  
855-638-2721

## Invoicing Submission Options

Dear Customer,

If you decided to execute the attached agreement, please indicate below your preferred method for receiving your invoices, i.e. email or paper mail. Also, if you are not the person responsible for paying the invoice please list the contact information for the responsible person.

- Please check this box if you prefer to receive invoices via email.

If you prefer email invoices, please provide email of person responsible for paying invoices below.

- Please check this box if you prefer to receive invoices via mail.

If you would prefer your invoice by mail, please provide the address and whom the invoice should be attention to below.

Attn: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- Please check this box if a web portal is required for uploading reports and invoices. Please note, any fees associated with the use of a portal may be passed on to customer to cover any additional costs incurred. Please include instructions to get set up and access the portal.



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7525 Maplecrest Rd. #221  
Ft. Wayne, IN 46835  
260-739-1773  
855-638-2721

## Services Performed at Scheduled Maintenance Visits

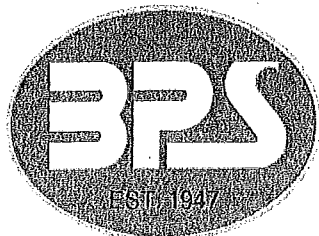
### Minor Maintenance

- |  |  |
|--|--|
| Inspect Air Cleaner  | Test Antifreeze and Adjust                             |
| Check Coolant Level  | Inspect Belts and Hoses as Required                    |
| Check Engine Heater Operation  | Check generator set for fuel, oil, coolant leaks       |
| Check air intakes and outlets  | Check transfer tank operation                          |
| Drain exhaust line   | Inspect silencer                                       |
| Check battery charger operation and charge rate                            | Check battery electrolyte levels and specific gravity  |
| Clean battery terminals as necessary                                       | Check generator output voltage and adjust as necessary |
| Emergency system operation without load transfer                           | Frequency check/governor adjustment, as required       |
| Check transfer switch and accessory operation                              | Check engine alternator charge rates                   |
| Check engine & generator gauge & indicator operation                       |  |
| Check generator set controller operation including shutdown functions      |  |
| Emergency system operation with load transfer (subject to owners approval) |  |

### Major Maintenance

- |  |  |
|--|--|
| Inspect Air Cleaner  | Test Antifreeze and Adjust                             |
| Check Coolant Level  | Inspect Belts and Hoses as Required                    |
| Check Engine Heater Operation  | Check generator set for fuel, oil, coolant leaks       |
| Check air intakes and outlets  | Check transfer tank operation                          |
| Drain exhaust line   | Inspect silencer                                       |
| Check battery charger operation and charge rate  | Check battery electrolyte levels and specific gravity  |
| Clean battery terminals as necessary   | Check generator output voltage and adjust as necessary |
| Emergency system operation without load transfer   | Frequency check/governor adjustment, as required       |
| Check transfer switch and accessory operation  | Check engine alternator charge rates                   |
| Check engine & generator gauge & indicator operation   |  |
| Lube oil and filter(s) change  |  |
| Fuel filter(s) change  |  |
| Perform engine checks per manufacturer's recommendations   |  |
| Check generator set controller operation including shutdown functions  |  |
| Engine tune-up (to include checking points, condenser, rotor, cap, and spark plugs) - gas engines (replaced as required) |  |
| Emergency system operation with load transfer (subject to owners approval)   |  |

# KOHLER POWER SYSTEMS





# Buckeye Power Sales

*Reliable Power Professionals Since 1947*

Columbus, Ohio  
8156 Howe Industrial Pkwy.  
Canal Winchester, OH 43110  
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866-889-2628

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800-632-0339

Ft. Wayne, Indiana  
7525 Maplecrest Rd. #221  
Ft. Wayne, IN 46835  
260-739-1773  
855-638-2721

## Contact Sheet

Branch/Location: West Chester

Afterhours Emergency Phone #: 800-564-8519

Service Coordinator Contact Name: Sara Lamb

Service Coordinator Contact Phone #: 513-755-2323

Service Coordinator Email: [slamb@buckeyepowersales.com](mailto:slamb@buckeyepowersales.com)

Service Manager Contact Name: Tim Hutcheson

Service Manager Ofc #: 513-785-5550

Service Manager Cell #: 513-383-1441

Service Manager Email: [thutcheson@buckeyepowersales.com](mailto:thutcheson@buckeyepowersales.com)

Rental Contact Name: Ryan Giesting

Rental Ofc #: 513-755-2323

Rental Cell #: 513-274-7252

Rental Contact Email: [rgiesting@buckeyepowersales.com](mailto:rgiesting@buckeyepowersales.com)

Billing Contact Name: Ashley Detherage

Billing Contact Phone #: 513-785-5543

Billing Contact Email: [adetherage@bpsco.com](mailto:adetherage@bpsco.com)

Planned Maintenance Agreements (PMA): Ben Coulter

PMA Phone #: 513-383-1764

PMA Email: [bcoulter@bpsco.com](mailto:bcoulter@bpsco.com)



# Buckeye Power Sales

Reliable Power Professionals Since 1947

## Labor & Travel Rates – Ohio & Indiana

### Normal Business Hours Monday-Friday 8 AM-5 PM

#### Non-Planned Maintenance Customers

\$160 per hour-travel/labor-port to port  
\$3.00 per mile-port to port

#### Planned Maintenance Agreement Customers

\$140 per hour-travel/labor-port to port  
\$3.00 per mile-port to port

### Emergency Service Calls Monday-Friday 8 AM-5 PM; Saturdays

\*\*These rates can apply during normal business hours if a service call is escalated to emergency service, during normal business hours 4 hour minimum may apply

#### Non-Planned Maintenance Customers

\$240 per hour-travel/labor-port to port  
\$3.00 per mile-port to port

#### Planned Maintenance Agreement Customers

\$210 per hour-travel/labor-port to port  
\$3.00 per mile port to port

### After Hours Service Calls, Sundays and Holidays

#### Non-Planned Maintenance Customers

\$320 per hour-travel/labor-port to port  
\$3.00 per mile-port to port

#### Planned Maintenance Agreement Customers

\$280 per hour-travel/labor-port to port  
\$3.00 per mile-port to port

\*Planned Maintenance Customers receive a 10% discount on Generator Rentals and Discounted Labor Rates listed above\*

*\*All rates subject to change at any time\**

Columbus, Ohio  
8155 Howe Industrial Parkway  
Canal Winchester, OH 43110  
614-751-4515

Cincinnati, Ohio  
4992 Rialto Road  
West Chester, OH 45069  
513-755-2323

Cleveland, Ohio  
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330-425-9165

Indianapolis, Indiana  
1707 S. Franklin Road  
Indianapolis, IN 46239  
317-271-9661

Chicago, IL  
1308 Marquette Drive  
Romeoville, IL 60446  
630-914-3000



**ORDINANCE NO. 2023-023**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE 2023 MICRO SURFACING PROJECT**

WHEREAS, the Village of Waynesville has requested proposals for work related to street micro surfacing; and

WHEREAS, Strawser Construction, Inc. submitted the lowest and best proposal for said work with a unit price bid of \$3.64 per square yard.

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

Section 1. The Village of Waynesville accepts the specifications and agrees that Strawser Construction, Inc. is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Strawser Construction, Inc. for work related to the micro surfacing of certain Village streets pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$100,000 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Mayor



**Strawser  
Construction  
Inc.**

A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

## **PROPOSAL**

5/8/2023

Gary Copeland  
Village of Waynesville  
1400 Lytle Rd  
Waynesville, OH 45068  
513-897-8010  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

2023 Micro Surfacing

Dear Gary Copeland,

Strawser Construction Inc. is pleased to present the following proposal for your review. All measurements were obtained digitally. Invoice will be billed per field measurement of work in place. We will furnish all labor, equipment and materials to complete the following scope of work:

**Micro Surfacing**

Clean pavement to be free of debris and vegetation.  
Install Micro Surfacing @ 20lb/sy. This item is contracted via ODOT 101G

Type of Work 1	Quantity	Unit of Measure	Unit Price	Extension
Micro Surfacing	25,232.00	SY	\$3.64	\$91,844.48

Type of Work 2	Quantity	Unit of Measure	Unit Price	Extension
				\$0.00

**Total**                     \$91,844.48



A COLAS COMPANY

1392 DUBLIN ROAD - COLUMBUS, OH 43215 - PHONE (614) 276-5501 - FAX (614) 276-0570  
www.strawserconstruction.com

## **PROPOSAL** **(continued)**

### **Conditions:**

- \* Pricing valid for 30 days after the date listed on page 1. If signed proposal has not been accepted and returned within 30 days, Strawser Construction Inc. has the right to adjust pricing due to the current volatile asphalt index.
- \* Proposed quantities are based on site conditions on: 5/4/2023
- \* This proposal includes only the scope of work listed on page 1. Any alteration or deviation from this scope of work may result in additional costs and must be contracted for in writing and signed by an authorized representative of Strawser Construction Inc.
- \* Prices are based on 1 mobilization. Work to be completed in 2023.
- \* Unit Price Items will be billed per installed quantities.
- \* Prices include sales tax if project is not tax exempt.

### **Notes:**

- \* Existing pavement is expected to support the weight of normal construction loads.
- \* Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- \* Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation Construction Contract Exemption Certificate, if applicable.
- \* Pavement to be clean of all debris before our arrival.

Please call with any questions.

Thank you,

Kyle Stricker  
Strawser Construction Inc.  
513-520-0909  
[kstricker@terrasphalt.com](mailto:kstricker@terrasphalt.com)

**We Propose** hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

\$91,844.48

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of 18 % on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Timothy W. Amling, Senior Estimator

\_\_\_\_\_  
Date: \_\_\_\_\_  
Douglas C. Perry, Senior Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisalment, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITONS, rights and remedies herein contained shall bind the parties hereto.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

## Sales and Use Tax

### Construction Contract Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name \_\_\_\_\_  
 Exact location of job/project \_\_\_\_\_  
 Name of job/project as it appears  
 on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);	<input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;	<input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;	<input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/> A house of public worship or religious education;	
<input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name Strawser Construction Inc.  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address 1392 Dublin Road  
 City, state, ZIP Columbus, OH 43215  
 Date \_\_\_\_\_

**Owner/Contractee**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Subcontractor**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Political Subdivision**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

Road Name	Start	Limits	End	Square Yards
Winfield Way	Lytle Rd		CDS	1533.0
Beaumont Ct	Brookfield		CDS	507.0
Brookfield Dr	Old SR 73		CDS	5141.0
Bayberry Dr	Adamsmoor Dr		CDS	560.0
Crimson Ct	White Rose		CDS	1299.0
White Rose Dr	Adamsmoor Dr		CDS	1405.0
Rosebud Ct	Adamsmoor Dr		CDS	1200.0
Rose Petal Ct	Rosebud		CDS	920.0
Church St	Main St		end	1933.0
4th St	High St		end	1000.0
Joycie Ln	6th		CDS	2943.0
Wayne Ct	Joycie		CDS	917.0
Hickory Dr	Anson		CDS	2433.0
Anson Dr	Preston		end	1907.0
Rhondavu Ct	Hickory		CDS	767.0
Brentwood Ct	Hickory		CDS	767

**Total Square Yards** 25232

## ADDENDUM CONTRACT TO PURCHASE

THIS ADDENDUM TO CONTRACT TO PURCHASE (“**Addendum**”) is effective as of date the last of the parties signs, by and between the Village of Waynesville, Ohio an Ohio municipal corporation (“**Seller**”) and Anchors Aweigh Properties and Investments, LLC, an Ohio limited liability company (“**Buyer**”), under the following circumstances:

### RECITALS:

- A. Buyer has submitted to Seller that certain Contract to Purchase dated May 23, 2023, (the “**Contract**”) for Buyer to purchase the Real Estate of Seller as described in the Contract; and
- B. This Addendum is an integral part of the Contract, as if it was presented to Seller with the Contract on May 23, 2023; and
- C. This Contract, when taken with this Addendum, shall be collectively referred to as “Contract.”
- D. The Contract shall be amended as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. The Recitals set forth above are an integral part of the Contract.
- 2. All definitions in the Contract, not modified herein, shall have the same meanings in this Addendum.
- 3. Section 8 of the Contract shall be amended as follows: The first sentence shall be deleted and revised as follows: Seller certifies to Buyer that **to Seller’s actual knowledge**:
- 4. Section 12 is amended to state that Seller is exempt from providing the Ohio Real Property Disclosure.
- 5. Notwithstanding the relevant provisions of Section 14, lines 228 through 230, and Section 28, lines 458-460 (second sentence), the Real Estate is being sold “AS IS, WHERE IS, WITH ALL FAULTS,” and Seller makes no certifications, representations and/or warranties, or any other matter regarding the Real Estate that will survive the Date of Closing. Buyer is solely relying on his own inspections of the Real Estate.
- 6. Buyer acknowledges that Section 18 of the Contract is amended to provide notice to Buyer that the Real Estate taxes are subject to a property tax exemption, as Seller is an Ohio municipality, qualified as exempt from paying property taxes on the Real Estate. Seller makes no representations to Buyer regarding Buyer’s qualification for such reduction/credit.
- 7. Section 20 shall be amended to delete the second sentence in its entirety and shall be replaced as follows: There shall be no tax proration at Closing.

8. Except as modified herein, all other terms and provisions of the Contract will remain in full force and effect.

9. Buyer shall be Anchors Aweigh Properties and Investments, LLC, an Ohio limited liability company.

10. In accordance with Ohio law, Buyer acknowledges that Seller, as a governmental entity, cannot provide any indemnities in the Contract and/or Dual Agency form, and any indemnity provisions are hereby deleted.

11. This Contract shall be subject to the approval of the Village of Waynesville Council.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as set forth above.

Dated: \_\_\_\_\_

**SELLER:**

Village of Waynesville, Ohio

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

Dated: \_\_\_\_\_

**BUYER:**

Anchors Aweigh Properties and Investments, LLC

By: \_\_\_\_\_  
Erich Schubert, \_\_\_\_\_  
Title



# Council Report

June 5, 2023

Chief Copeland

## Manager

- Fed Excavating has begun installing the 1950 ft roadway to Well #10. The path is 12 ft wide and has been dug 10 inches deep. The base was compacted and followed by #2 stone. It will be topped off with #304 stone. About 75 ft of the road was dug an additional 9 inches deeper and bottomed with a tensor mesh because it was a wet area. They are currently on schedule to complete the project by next week.



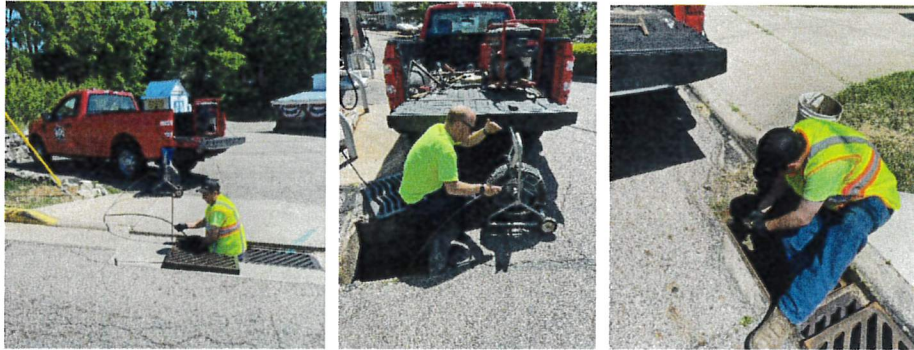
- I have included an updated photo copy of the Water Department GIS mapping project for your review. They are on schedule to have the project completed this summer.

- I have received an offer for the Village property for sale at 577 High Street in the amount of \$15,250.00 from Erich Schubert. The offer exceeds the amount approved by Council at the May 15<sup>th</sup> Council meeting. The written offer was forwarded to Jeff Forbes to prepare an ordinance (ordinance #2023-027) as an emergency. If the ordinance is approved Roccina S. Niehaus of Wood & Lamping, LLP will prepare the documents for the sale.
- I have signed the natural gas utility aggregation agreement with Archer Energy, LLC. The agreement is to get the natural gas at a rate of \$ 0.569 per ccf (centrum cubic feet). The agreement begins on August 1, 2023 and goes through May 31, 2025. This is an opt-out program and there is no early termination fees. A copy of the agreement was emailed to Council on May 31<sup>st</sup> and feel free to contact me with any questions or concerns.
- The Wayne Local Schools six grade students preformed a time-capsule celebration on Tuesday, May 16<sup>th</sup> at 12:15pm. Mayor Earl Isaacs, former Mayor Dave Stubbs, Councilman Brian Blankenship and I attended this event. It was a very nice ceremony with a lot of Village history being shared. Photos of the event have been provided.



- The Council will have a second reading (ordinance #2023-023) for the micro surfacing project of 16 streets in the Village. I respectfully request the Council to amend this to an emergency because Strawser Construction would like to begin the project in three weeks.

- Brian and Steve from the Village Water Department used a borescope camera (TV) on several of the Village stormlines to inspect the lines and prepare the job specifications for the 2023 and 2024 OPWC waterline replacement projects. Their investigation will help to determine if stormlines are in need of repairs or replacement.



- Brian and Greg from the Maintenance Department formed and poured a cement slab for the trash receptacle as seen in the photos provided.



- The Council will be voting on Village ordinance #2023-025. This authorizes the Manager to prepare and submit a final application to the Ohio Public Works Commission for a grant to replace waterlines and repave Franklin Rd. from Old Stage to Lytle Rd. The total project cost is \$1,295,260.00. The state grant will be for \$764,204.00 (59%) and the Village portion will be \$531,056.00 (41%). In addition, Council will also be voting on ordinance #2023-026. This authorizes the manager to enter into a multi-jurisdictional agreement with Wayne Township for our OPWC phase II waterline replacement and repaving project on Franklin Rd. The funds will be used to help with water fireflow and hydrants. This will help generate additional points in the grant process. I respectfully ask that both of these ordinances be passed as emergencies, so the application can be completed and submitted before the required deadline. The bid advertisement for the Third Street project has been provided for your review.
- The Village Council will be voting to approve the 2024 Annual Village Tax Budget (ordinance 2023-024). The ordinance will have two readings and will be passed as an emergency at the second reading before the deadline, following a public hearing.

- I have provided photos of the Village Maintenance Department trimming the trees on Main Street. The branches were hanging over the walkway and becoming an obstruction for foot traffic.



- The new owner of the Friends Meeting Hall and Apartments at 407 High Street submitted an application to rezone 407 High Street from R4 (residential) to SO (suburban office). The Planning Commission reviewed the request at their May 23<sup>rd</sup> meeting and has made the recommendation to rezone. The process requires a public hearing after advertising for 30 days by publishing the request in the newspaper twice and sending certified letters to adjacent properties. The Council will consider the ordinance for rezoning following the public hearing.
- Rob Ramby, American Legion Post 615 is seeking donations for the July 1<sup>st</sup> annual fireworks. We have donated \$2000.00 a year for the past several years. A sponsors request letter has been attached for your review.
- The Council is invited to participate in a ribbon cutting for Simple Roots, 819 Corwin Ave. Waynesville on Thursday, June 15<sup>th</sup> at 11am.

## Police

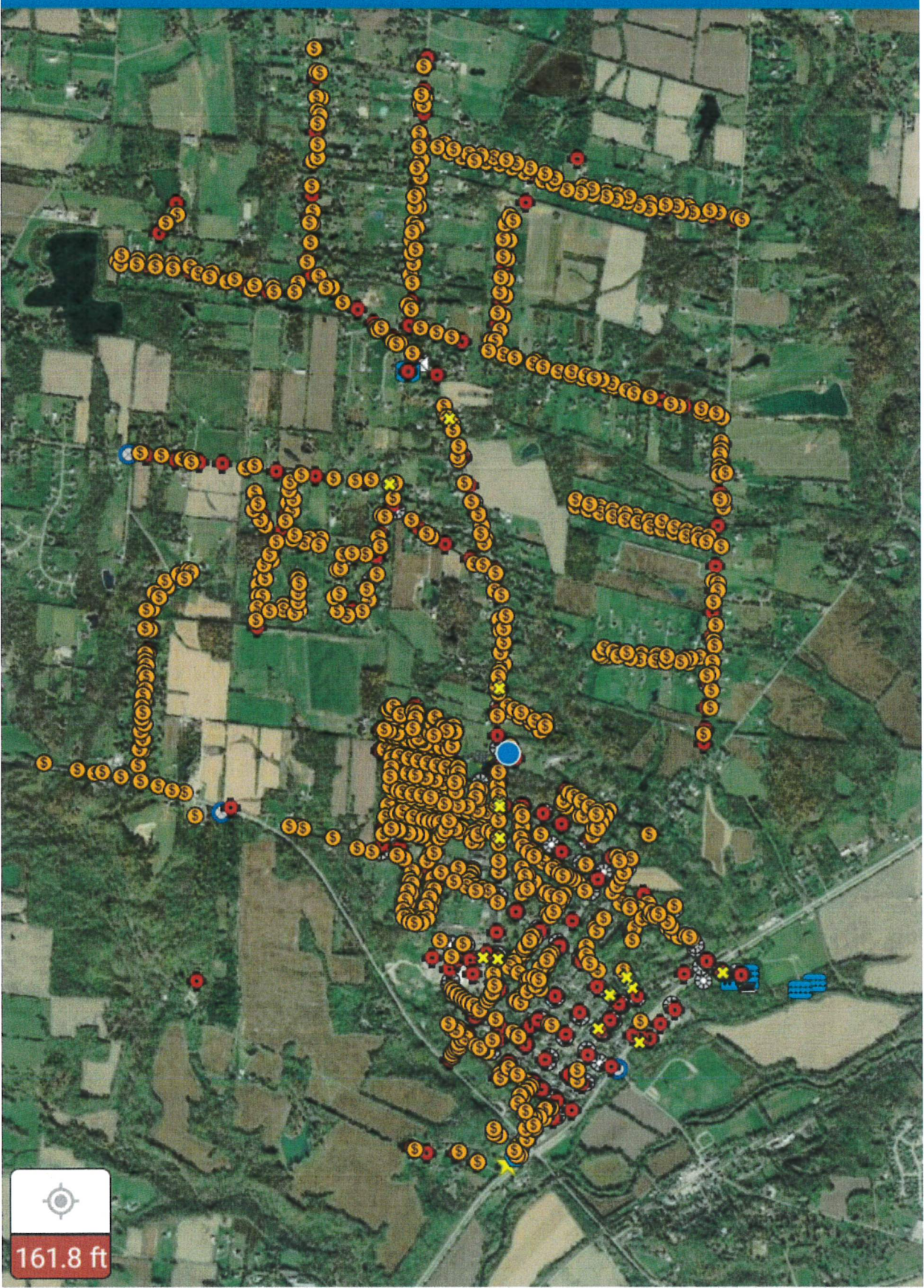
- I have provided the May dispatched calls for service for your review. Feel free to contact me with any questions or concerns.
- The May Mayor's Court report has been included and feel free to contact Ashley or I if you have any questions.
- I have attached Sgt. Denlinger's Code Enforcement report for your review. Please feel free to contact him or I with any questions or concerns.

- I want to thank Denny from Smokin' Bark BBQ, Dominos, Donna and Ed Bellman, and Warren County Dispatch for providing food and snacks for the Village Police Officers during Police Memorial Week. I have sent thank you letters on behalf of the Council and staff to each of them.



- Sgt. Denlinger and I attended the Police Memorial Service at the County on May 15<sup>th</sup>.





161.8 ft

## ADVERTISEMENT FOR BIDS

Village of Waynesville  
3rd Street Water Main Replacement and Street Resurfacing

Bids for the 3rd Street Water Main Replacement and Street Resurfacing project will be received by the Village of Waynesville at the Village Office, 1400 Lytle Road, Waynesville, Ohio 45068, until Friday, June 23, 2023 at 10:00 a.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work: Replacing the existing water main, resurfacing the street and replacing curb ramps along Third Street between High Street and Franklin Road in the Village of Waynesville, Ohio.

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

The project will be awarded contingent upon OPWC approval which is expected on or around July 1, 2023. Work may not begin until after this date.

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

The bid notice is also available at [www.villageofwaynesville-ohio.org](http://www.villageofwaynesville-ohio.org).

Owner: Village of Waynesville  
By: Chief Gary Copeland  
Title: Village Manager  
Date: June 6, 2023

# Waynesville American Legion

Post 615



Waynesville, Ohio



5-16-2023

Dear Local Businesses and Proprietors,

Hello, it is that time of year again! The Annual Waynesville Fireworks Display will be on Saturday, July 1, 2023. The Rain date will be Sunday, July 2, 2023.

The fireworks are sponsored by the Sons of the American Legion and generous local merchants. The cost to put on the display is roughly \$8000.00. Your donation of any amount is truly needed and very much appreciated. Your contribution is crucial to the on-going success of this much loved, annual event.

Donations for the fireworks can be made payable to: **Post 615- SAL**

Mail to: \*\*\*\*OR ROB ALSO ACCEPTS VENMO OR PAYPAL

Rob Ramby

5197 Lytle Rd.

Waynesville, Ohio 45068

If you have any questions, please contact Rob Ramby at 937-776-8227

I can pick up your donation if needed.

Thank you so much for your kind consideration and contribution.

Sincerely,

American Legion Post 615

Sons of the American Legion Fireworks Fund Raising Committee

Rob Ramby





# CALLS FOR SERVICE

From Date: 05/01/2023 12:00:00am

To Date: 05/31/2023 11:59:59pm

Type Description	Count
911 Hangup / Silent	22
Alarm	6
Alarm - Hold Up Alarm	2
Animal Complaint	4
Assault - Past	1
Business Check	114
Citizen Assist	18
Civil Process	2
Criminal Damaging	1
Criminal Warrant Service	4
Disorderly Conduct/Intox Subj	3
Domestic Violence	2
Escort	2
Extra Patrol	145
Fire - Electric Hazard	1
Fire - Fire Alarm	3
Fire - Outdoor Fire	3
Fire - Service Call	3
Follow Up Investigation	12
Harassment/Stalking/Threat	5
Intoxicated Driver	1
Juvenile Complaint	5
Lock Out	4
Medical	24
Noise Complaint	2
Notification Only	1
Parking Complaint	4
Phone Call	14
Prisoner Transport	1
Protection Order Viol. - Past	1
Road Closure	3
Road Hazard/Disabled Vehicle	9
Special Detail	4
Suspicious Person	7
Suspicious Vehicle	3
Theft	3
Traffic Crash	13
Traffic Crash - Unk Injuries	1
Traffic Offense	1
Traffic Stop	80
Utility Problem	2
Vacation House Check	19
Vehicle Theft	2
Warrant Confirmation	1
Well Being Check	5
<b>TOTAL</b>	<b>563</b>

## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for May 2023

Page : 1  
Report Date : 06/01/2023  
Report Time : 11:19:59

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$810.00	\$3,816.00	\$2,592.00
LOCAL COSTS	\$3,540.00	\$16,243.00	\$11,111.00
Additional Costs	\$107.00	\$175.00	\$0.00
Fines			
City Revenue From Fines	\$8,942.00	\$38,977.14	\$27,272.35
Fees			
Fees	\$55.95	\$415.95	\$1,105.55
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$-124.24	\$0.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$390.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$13,454.95</b>	<b>\$59,502.85</b>	<b>\$42,470.90</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$783.00	\$3,752.00	\$2,583.20
DRUG LAW ENFORCEMENT FUND	\$283.50	\$1,431.50	\$966.00
INDIGENT DEFENSE SUPPORT FUND	\$2,170.00	\$10,460.00	\$7,140.00
Fees			
Fees	\$30.00	\$30.00	\$30.00
<b>Total to State:</b>	<b>\$3,266.50</b>	<b>\$15,673.50</b>	<b>\$10,719.20</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$121.50	\$613.50	\$414.00
Restitution			
Restitution	\$291.71	\$597.27	\$0.00
<b>Total to Other:</b>	<b>\$413.21</b>	<b>\$1,210.77</b>	<b>\$414.00</b>
<b>TOTAL REVENUE *</b>	<b>\$17,134.66</b>	<b>\$76,387.12</b>	<b>\$53,604.10</b>
*Includes credit card receipts of	\$4,802.11	\$22,824.11	\$17,816.00

END OF REPORT

Code Enforcement

Date	Address	Violation (ORD)	Deadline	1st Notice	2nd Notice	Citation	Resolved
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021			
		Needs condemned.					
6/21/2021	103 N Third St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting soffit, Brush, Roofs and Drainage		6/21/2021			
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Exterior of Premises, Roofs and Drainage, Stairways, Decks, Porches and Balconies, Handrails and guards, Window and Door Frames, Accumulation of Rubbish or Garbage, Disposal of Rubbish or Garbage	10/5/2021	8/30/2021	9/2/2021	10/18/2021	
		Pre-trial scheduled for 3rd time on 02/16/2022					
		Plea and Sentencing scheduled for 04/21/2022					
		Plea and Sentencing rescheduled for 5/19/2022					
		Appears repairs have been started 05/02/2022					
10/4/2021	127 North St	Roofs and Drainage, Weeds, Exterior of Premises, Overhang Extensions		10/5/2021			
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021			
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		2/4/2022	10/24/2022		
		Front painted					
2/2/2022	88 S Third St	Windows and Doors, Roofs and Drainage, Exterior of Premises		2/4/2022			
		Brian Blankenship called stating windows have been ordered					
3/21/2022	262 Edwards Dr	Junk Motor Vehicles, Outdoor Storage, Accumulation of Junk		3/22/2022			
3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of Rubbish or Garbage		3/22/2022			
3/28/2022	120 N Main St	Accumulation of Rubbish or Garbage, Brush		3/29/2022			
4/4/2022	47 N Third St	Overhang extensions, Exterior of Premises		4/11/2022			
4/4/2022	39 W Ellis Dr	Boat parked in grass		4/11/2022			
4/4/2022	15 S Third St	Exterior of Premises		4/11/2022			
		Working on getting estimates for repairs 05/01/2022					
4/4/2022	168 High St	Outdoor Storage		4/11/2022			
4/4/2022	272 North St	Exterior of Premises, Exterior Walls, Roofs and Drainage, Window and Door Frames, Accumulation of Rubbish or Garbage, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Weeds		4/11/2022			
6/6/2022	55 N US Rt 42	Accessory Structures		6/13/2022			
6/6/2022	83 N Third St	Siding		6/13/2022			
6/27/2022	825 Franklin Rd	Cut down tree needs removed		7/19/2022			
6/27/2022	35 N US Rt 42	Exterior of Premises, Outdoor Storage, Accumulation of Junk, Accessory Structures, Junk Motor Vehicle sidewalk		7/19/2022			
7/18/2022	552 North St	Parking in Grass, Junk Motor Vehicle, Front Steps,		7/19/2022			



May 1, 2023

MEMBERS PRESENT: Zack Gallagher, Troy Lauffer, Brian Blankenship

GUESTS PRESENT: Connie Miller, Joette Dedden, Chris Colvin, Earl Isaacs

STAFF PRESENT: Chief Copeland, Jamie Morley

1. Meeting was called to order at 6:00 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Blankenship made a motion to accept the March 6, 2023 minutes which was seconded by Mr. Gallagher.

3 Yeas

4. Chief Copeland went over ongoing and upcoming projects for the Village:
  - a. Chief Copeland sent a letter to Warren County Commissions asking to use CVT funds towards the stoplight at Route 42 and North Street. The Commissioners have passed legislation to allow this project to use these funds. Currently, the CVT Fund held by Warren County has 128K and will receive an additional 12K in 2024 and 12K in 2025. This should cover the Village's entire portion of this project.
  - b. Working with Harvest Baptist Church to get an easement for the water line from Well 10. The Church has agreed to allow this easement at no cost to the Village. The Reinke Group Engineering has been hired to survey and provide the paperwork for the easement.
  - c. Moody's tried to get their equipment to the Well 10 site, but unfortunately their equipment got stuck because it was too wet. Moody's will not be able to start digging Well 10 until there is a road. There is an ordinance on tonight's agenda concerning the road to Well 10. The current pavement at Bowman Park is only 2" thick and has been compromised by all the flooding. The original plan was to have a semi drive on the pavement and deliver the stone for the road. However, semis would destroy the current road. The new plan is for semis to deliver the stone to the wellfield and smaller dump trucks to drive the stone to the new road site. This will take about 170 dump truckloads. Therefore, an additional ordinance is on the agenda tonight to approve the additional cost of 12K for this extra delivery fee.
  - d. There is also an ordinance for the water line from Well 10 to merge with the other lines from Wells 6 & 7. This 8" line will use C900 and will go under the Mill Race. Would like Council to amend the ordinance as an emergency to lock in the quoted price. There will also be a stub out for any future wells to connect to.
  - e. Several surplus items have been listed on Govdeals.com.
  - f. The OPWC projects for Franklin Phase I and Third Street should be going out to bid in June when the State releases funding. Packets will be distributed in May and bidding will be due in June. The project start date will be dependent on when the winning bidder can obtain all the materials and water parts. The hope is to have the projects done by the end of the year.
  - g. Met with Kyle from Strawser to get quotes for micro-surfacing the following streets: Church, Fourth, High to the dead end, Windfield, Beaumont, White Rose, Crimson Rose, Bayberry, and

Brookfield. Chief Copeland stated he looked at alleyways and said they were in fairly good shape. Unfortunately, micro-surfacing may not be an option because the alley must be at least 9 nine feet wide for the machinery to fit.

- h. Meeting with a representative from Flock Cameras to receive information about their product and services. Flock Cameras tie in with all their cameras nationwide and have helped solve many crimes. These are not used for speeding or running red lights but rather will pick up license plates and help with warrant pick-ups, stolen vehicles, and amber alerts. These would have helped with the McDonald/Subway break-ins. The plan is to meet tomorrow with the representative and any Council member is invited to attend to learn more about the product. Chief Copeland stated that he believes each camera is \$2500 and would like to see about getting a total of four at the stop light of 42/73, two traffic lights, and the intersection of Franklin and Lytle. This would cover the main ins and outs of the Village. Using drug money or getting grants to pay for the cameras could be a possibility.
  - i. Received two quotes for fuel tanks. Hamilton Tanks quoted 11K for each tank and that includes everything. Tank Retailer quoted 15K for both tanks. This is for 1,000-gallon tanks for both diesel and gasoline. The Village uses about 1,000 gallons of gas a month and the tanks save about \$1 per gallon wholesale prices. The Committee agreed that they like that the tanks make the Village self-sufficient, but the tank cost was more than expected. It was recommended to continue using the rental tanks or see about only getting a 500-gallon tank for diesel.
5. Mr. Gallagher stated he attended a town hall meeting for officials sponsored by Congressman Greg Landsman. One of the topics covered was the push from the administration to convert more to electric. The Ohio Governor is looking for 5,000 locations to put charging stations. There should be many state and federal grants that will not require any match.
6. Mr. Blankenship moved to adjourn, and Mr. Lauffer seconded. All were in favor to adjourn the meeting at 6:47 PM.

Jamie Morley  
Clerk to Council