

COUNCIL AGENDA

Monday, July 6, 2026 – 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
 - Council, June 15, 2026
- V. Public Recognition/Visitor's Comments (A five-minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:
 - Waynesville Revitalization Partnership

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026-027

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT #2 TO THE COOPERATION AGREEMENT FOR THE WARREN COUNTY CDBG ENTITLEMENT PROGRAM AGREEMENT AND DECLARING AN EMERGENCY

ORDINANCE 2026-028

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 ALONG WITH AUTHORIZING THE VILLAGE MANAGER TO ENTER A COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE OLD STATE ROUTE 73 WATER MAIN REPLACEMENT AND STREET RESURFACING PROJECT

ORDINANCE NO. 2026-029

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE OLD STATE ROUTE 73 UTILITY REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

None

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

July 20, 2026, at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee, July 6, 2026 @ 6:00 p.m.

Finance Committee, July 20th, 2026 @ 6:00 p.m.

Public Works Committee, August 3rd, 2026 @ 6:00 p.m.

Finance Committee, August 17th, 2026 @ 6:00 p.m.

**Village of Waynesville
Council Meeting Minutes
June 15th, 2026 at 7:00 pm**

DRAFT

Present: Mayor Earl Isaacs
Mr. Troy Lauffer
Mrs. Connie Miller
Mr. David Nation
Mr. Adam Powell

Absent: Mr. Chris Colvin
Mr. Zack Gallagher

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

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, June 15th, 2026.

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

Roll Call – 5 present

Mrs. Miller motioned to excuse Mr. Colvin and Mr. Gallagher from tonight’s meeting, and Mr. Lauffer seconded the motion.

Motion – Miller
Second – Lauffer

Roll Call – 5 yeas

Mayor Acknowledgements

Mayor Isaacs said it was nice to see the streets being repaired, and hopefully the new stoplight at the corner of Route 42 and North Street will be functioning by the end of July.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on June 1, 2026 as written, and Mr. Powell seconded the motion.

Motion – Miller
Second – Powell

Roll Call – 5 yeas

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Public Recognition/Visitors' Comments

Hon. Gary Loxley, Area 1 Docket: northern half of the County, and Hon. Robert S. Fischer, Area 2: southern half of the County, presented the 2026 Warren County Court Presentation. Judge Fischer explained the court system's staffing. He stated that there had been a 20% increase in cases from last year. He was excited to let Council know that the new court building had been completed and was now open to the public for tours. Judge Fischer explained the specialized docket he sponsors, the Success Docket (mental health docket). He stated that it is rewarding to see individuals who have been through hard times and gotten into trouble, and to help them find their way back. Judge Loxley explained his specialized docket, the Veterans' Docket, which has had 36 graduates so far, including four individuals who just graduated. He stated that it is rewarding to help veterans reintegrate into society and address issues unique to them through mentorship. He also wanted to stress that this costs zero tax dollars and is done through the voluntary efforts of individuals. Judge Loxley explained that there have been reforms at the State level to establish uniform bond and arraignment schedules, requiring the court to make adjustments. He also announced that he had been nominated for the County Court judge seat, which would create a vacancy in his current position. He explained that his old position will be filled by an appointment from the governor and then put on the ballot at the next general election.

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Old Business

None

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Reports

Finance

The Finance Committee met tonight and was joined by representatives from LCNB. The Committee will meet again on July 20th at 6:00 p.m. The public is invited to attend.

Public Works Report

The Public Works Committee will meet on July 6, 2026, at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

Mr. Nation explained that the MOMS Committee has morphed into the Waynesville Revitalization Partnership. He reminded everyone of the upcoming DART (Downtown Assessment Review Team) visit with Heritage Ohio on June 30th -July 1. The committee will meet again on June 30th at 5:00 p.m. at the Historic Lockup at 260 Chapman.

Village Manager Report

- Chief Copeland informed Council that he is working with the Warren County Map Room to resolve issues regarding the acceptance of a portion of Fourth Street.
- PCI has completed all electrical work for Well 10 and it should be online by July.
- Construction of a turn lane from Route 73 onto Old 73 should begin soon.
- The poles for the traffic signal should be delivered at the end of July, and the light should be functional by mid-August.
- Chief Copeland provided paperwork for the Village of Waynesville's next PY 41 OPWC Grant application. He explained there are three options. 1) Run new water lines to the Firehouse and resurface the road. 2) Run new water lines to Route 73, resurface the road to the Firehouse, and then cement in the new water line to Route 73. 3) Run a new water line to Route 73 and resurface the road to Route 73. The Township will pay for its portion of the road from the Firehouse to Route 73. Chief Copeland stated he recommends Option 3. The Village portions would be approximately 525k with a 31% match.
- Chief Copeland said he would be out of town from June 22 to July 1 and asked Council to appoint Lt. Bledsoe as Acting Village Manager.
- The new barricades have been delivered. They are extremely heavy. Chief Copeland is establishing a plan for an on-duty officer to put out the barricades during events, and then the Street Department can pick them up on Monday, as he does not want to accept the liability for Merchants handling the barricades. He will be developing a policy and procedures for this process. He will also be ordering a second jack.
- Chief Copeland attended the Honor of Office with Michelle Teska, where individuals were inducted into the Veterans' Hall of Fame.
- Children's Hospital donated several bicycle helmets to be distributed during the 4th of July festivities.
- Chief Copeland offered any Council member a ride with him during the parade.

Police Report

- Dispatched Calls, Mayor's Court month-end, and Code Compliance Officer's reports have been provided for review.
- The Code Compliance vehicle has been decaled.
- Chief Copeland thanked Judge Loxley and Judge Fischer for their presentation this evening.
- Village-wide garage sale is scheduled for the upcoming weekend.
- Mr. Edward's will be having a retirement open house on June 26th.

Mr. Lauffer made a motion to appoint Lt. Bledsoe as Acting Manager from June 22 to July 1, and Mrs. Miller seconded the motion.

Motion – Lauffer
Second – Miller

Roll Call – 5 yeas

At this time, Council discussed the PY41 OPWC options and agreed that option 3 was the best. Chief Copeland stated that legislation would be in place before the grant submittal.

Mr. Lauffer asked Chief Copeland to let Jack Kilburn know that he thinks Jack is doing a great job. Mrs. Miller asked whether Code Compliance would distinguish between north and south Main Street, as several addresses are the same.

Financial Director Report

- Ms. Morley stated that the Finance Committee met with LCNB to see about restructuring their accounts to ensure the Village is getting the most investment out of their funds. She will be meeting with them to go over options.

Law Report

- Mr. Forbes stated that he reached out to Bruce McGary, the Warren County Prosecuting Attorney, to schedule a meeting with the Map Room to resolve issues related to multiple items that have been rejected by the Map Room over the years. He stated that Fourth Street is on the Village's original plat and that he is not sure why the Map Room is acknowledging the street.
- Mr. Forbes stated that the 137 S. Street closing has been delayed because a survey is required.

Mr. Lauffer asked what the benefits are of having the street approved. Mr. Forbes stated that properties on the road could become landlocked if it is not a public roadway.

New Business

Mr. Nation moved to donate \$3,000 to the American Legion for fireworks and \$500 to the entertainment for the Fourth of July festivities, and Mr. Lauffer seconded the motion.

Motion – Nation

Second – Lauffer

Roll Call – 5 yeas

Mrs. Miller wanted to ensure that the American Legion was adhering to all safety protocols when launching fireworks. Chief Copeland stated that they are working closely with the fire chief.

Legislation

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor of adjourning at 7:59 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

July 6, 2026

Chief Copeland

Manager

- The Waynesville Revitalization Partnership hosted a meeting with Ohio Heritage at the Village Government Center on June 30th at 6 PM. The meeting was open to the public and stakeholders, and over 110 people attended, making the event a success. A follow-up meeting with the stakeholders took place at 8 AM on July 1st. This is part of a collaborative effort to develop a plan for revitalizing the downtown business district.



- Well #10 has been completed, and we have been conducting test runs on it. Currently, it is producing 100 gallons per minute (GPM), which is significantly lower than expected. The initial test indicated a flow rate of 390 GPM, so we have pulled the pump to ensure there are no issues with it. The pump is rated at 30 horsepower, and if we determine its functioning correctly, we will likely replace it with a larger horsepower model. The bacteria samples have been tested clean, and our goal now is to increase the GPM before putting the well into regular use.
- The Village Council will vote on Ordinance 2026-028 and 2026-029. These ordinances will authorize the Village Manager to enter into an agreement with Choice One Engineering and to file the application for the PY41, OPWC projects. This agreement involves drafting plans for the Ohio Public Works Commission grant application related to the replacement of the Old SR73 waterline.
- Elite Computers has successfully installed the new computers and server. Safety measures to protect against hackers and phishers are now in place. They are currently developing our policies and procedures to ensure compliance with House Bill 96.



- On June 17th, the Village Water Department repaired a waterline break in the 400 block of North Street. The line remained active, so no boil advisory was necessary.



- I want to thank Councilwoman Connie Miller for representing the Village at the ribbon-cutting on Friday, June 26th, at 3 PM of the Jamie Gabbard / Glass House Reality.

- On June 30th, the Village Maintenance Department did a follow-up repair to the waterline break at the 400 block of North Street.



- The Red Barn is having an open house on Friday, July 10th from 11 AM to 1 PM. I have included a flyer for your review.

Police

- I have attached the June dispatched calls for service for your review. Please do not hesitate to contact me with any questions or concerns.
- The June Mayor's Court report is attached. Please contact Ashley Corn, the Police and Court Clerk, or me if you have any questions.
- Code Compliance Officer Ron Kilburn has submitted a Code Compliance report for review. Please contact either Ron or me with any questions or concerns.
- On June 15th, Judge Loxley and Judge Fischer shared their Annual County Court report at the Council meeting.



- On July 10th, we will be participating in the Sundaes and Sirens public relations project from 5 PM to 8 PM at Taylor's Coffee Shop. This event aims to help the community get to know and build relationships with the Village Law Enforcement Officers. A flyer has been included for your review.



You're Invited

Join us

Friday | July 10, 2026 | 11 am - 1 pm

for an

OPEN HOUSE

We look forward to showcasing our products to the community and our contractors. Homeowners and hobbyist are welcome as well. Come see the facility and what we have to offer.

Food, Fun, and Building Products.

Join us for lunch and a great display of our vendors and the products that we sell.

Giveaways begin at 11 am. Get here early and enjoy.



LUMBER | DECKING | RAILING | WINDOWS | DOORS | SIDING | TRIM | HARDWARE | TOOLS

Red Barn Lumber & Supply • 39 S Maple St • Waynesville, OH 45068 • 513.897.6020

CALLS FOR SERVICE

From Date: 06/01/2026 12:00:00am

To Date: 06/30/2026 11:59:59pm

Type Description	Count
911 Hangup / Silent	9
Alarm	8
Assault	1
Attempt to Locate	1
Business Check	37
Citizen Assist	3
Criminal Damaging - Past	2
Directed Patrol	1
Dispute - Neighbor/Tenant	1
Escort	2
Extra Patrol	233
Fire Call	5
Follow Up Investigation	10
Intoxicated Driver	1
Juvenile Complaint	4
Lock Out	2
Medical	31
Mental Disorder	2
Noise Complaint	1
Notification Only	1
Open Door/Window	1
Parking Complaint	6
Phone Call	11
Road Closure	2
Road Hazard/Disabled Vehicle	6
Suspicious Cir/Per/Veh - Past	1
Suspicious Person	5
Suspicious Vehicle	3
Theft	5
Traffic Crash	5
Traffic Crash Unk Injuries	1
Traffic Crash w/ Injuries	1
Traffic Stop	92
Vacation House Check	1
Well Being Check	6
TOTAL	501

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for June 2026

Page : 1
Report Date : 07/01/2026
Report Time : 10:16:59

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$602.00	\$2,836.00	\$2,421.00
Local Costs	\$2,744.00	\$12,460.00	\$10,454.50
Additional Costs	\$0.00	\$0.00	\$78.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$8,155.00	\$42,955.60	\$30,455.10
Fees			
Fees	\$75.00	\$1,175.00	\$1,100.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.10	\$-132.56
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$11,576.00	\$59,426.70	\$44,376.04
State Revenue From:			
Court Costs			
Victims of Crime	\$594.00	\$2,844.00	\$2,403.00
Drug Law Enforcement Fund	\$224.00	\$1,064.00	\$886.50
Indigent Defense Support Fund (Costs)	\$1,680.00	\$8,015.00	\$6,670.00
Total to State:	\$2,498.00	\$11,923.00	\$9,959.50
Other Revenue From:			
Court Costs			
Indigent Driver ALC Treatment Fund	\$96.00	\$456.00	\$379.50
Restitution			
Restitution	\$115.00	\$615.00	\$470.00
Total to Other:	\$211.00	\$1,071.00	\$849.50
TOTAL REVENUE *	\$14,285.00	\$72,420.70	\$55,185.04
*Includes credit card receipts of	\$3,145.00	\$19,715.00	\$19,703.50

END OF REPORT

VILLAGE CODE COMPLIANCE PROGRESS REPORT

CHAPTER 155- VACANT BUILDING/PROPERTY.

STATUS; 237 S. MAIN STREET; PROPERTY OWNER STATED HIS DAUGHTER LIVES IN THE HOME AND HER BUSINESS IS ABELINK1030 AN INTERNET BUSINESS.

CODE VIOLATIONS; STATUS IS STILL ACTIVE. VIOLATION LETTER SENT.

- 1) 292 CHURCH STREET (APARTMENTS); ROOF & GUTTERS; 6/25/26 CONTRACT HAS BEEN SIGNED, WITH A START DATE OF 6/29/26 TO REPLACE ROOF & GUTTERS. 7/1/26 CREW HAS REPLACED THE ROOF. THE STORAGE SHED DOORS WERE REHUNG & WAITING ON OWNERS TO DECIDE ON REMOVAL OF SHED OR REPAIR THE EXISTING SHED.**
- 2) 183 S. THIRD STREET; PEELING PAINT ON RESIDENCE. ROOF NEEDS REPAIR & HANDRAILS ON THE STEPS. THE FRONT PORCH NEEDS REPAIRS.**
- 3) 83 S. THIRD STREET; COUNTY IS PROVIDING A GRANT TO REMOVE THE DEAD TREE. THE OWNER IS WAITING ON BIDS. 6/25/26.**
- 4) 272 & 298 NORTH STREET; ROOF, VEHICLES, WINDOWS & SHUTTERS. 272 NORTH STREET.THE NEW SHINGLES WERE DELIVERED 6/17/26.THE CLEAN UP YARD WORK HAS STARTED AND A DUMPSTER FOR BOTH PROPERTIES IS NOW ON SITE. THE ROOFING CONTRACTOR HAS STARTED ON 272 NORTH STREET. 6/25/26. PROPERTY OWNER NOTIFIED THE OFFICE OF REPAIRS NEEDED ON THE INTERIOR OF RESIDENCE BEFORE NEW ROOF IS INSTALLED 7/1/26.**
- 5) 1059 BROOKFIELD DR.; FENCE DOWN AROUND A POOL. SENT VIOLATION LETTER. 6/30/26.**
- 6) 296 MAIN STREET; PEELING PAINT; 6/30/26 REVIEW OF PROPERTY AND FOUND NO ACTION TAKEN OR CONTACT WITH THE OFFICE BY THE CORRECTIVE ACTION DATE OF 6/30/26. THE SECOND AND FINAL NOTICE OF VIOLATION WAS SENT TO THE PROPERTY OWNER.**

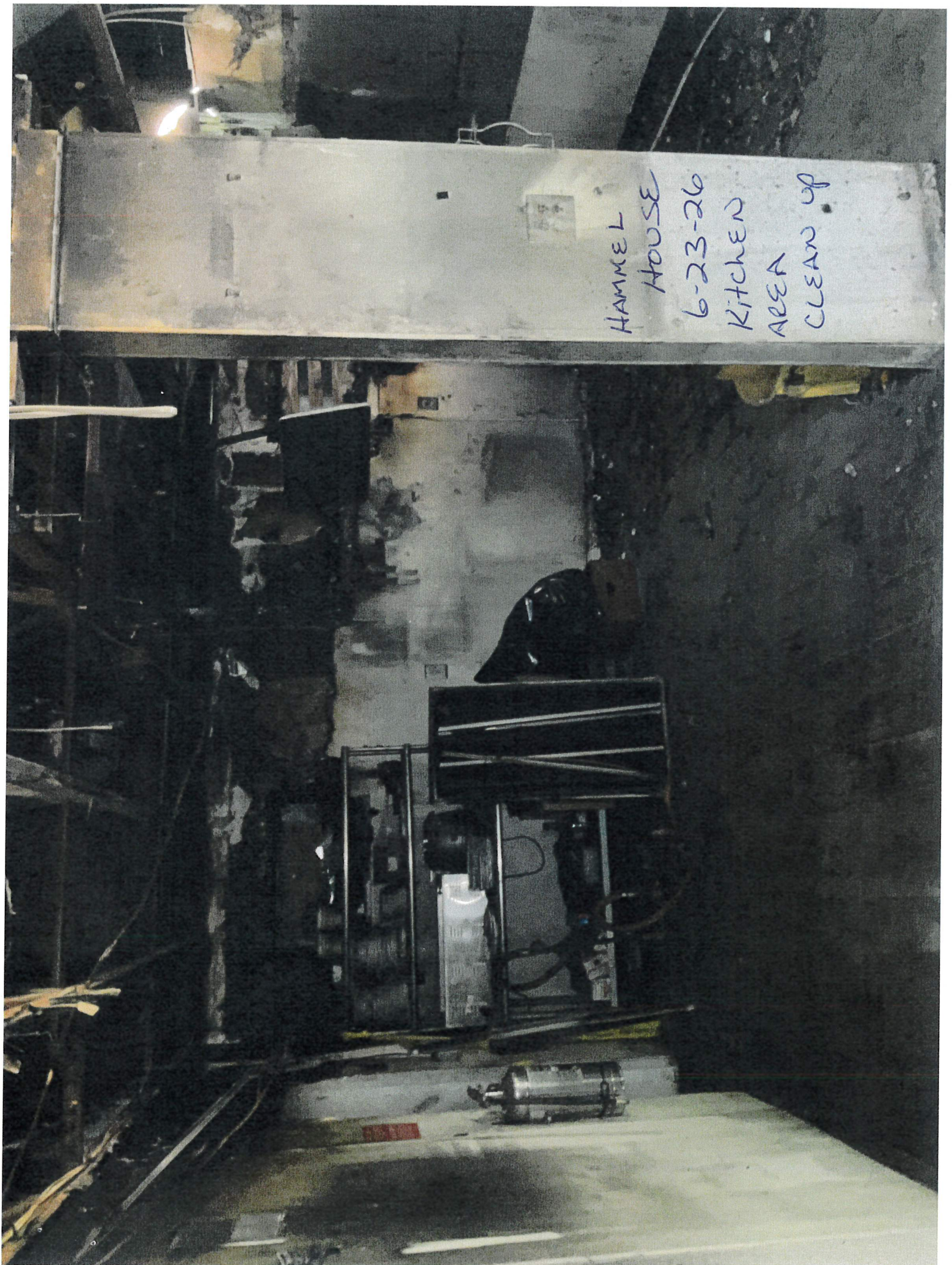
COMPLETED VIOLATIONS;

- 1) 1042 CREDE WAY;6/25/26. ANONYMOUS COMPLAINT OF FOUL SMELL FROM DUMPSTER. I MEET WITH THE CONTRACTOR DOING INSURANCE RESTORATION AND LOOKED INSIDE DUMPSTER AND ONLY FOUND DRYWALL MATERIAL. THE DUMPSTER WAS TO BE EMPTIED ON 6/26/26. THERE WAS NO FOUL SMELL FROM THE DUMPSTER.**

ONGOING CONCERNS;

121 MAIN STREET;(HAMMEL HOUSE) MEETING WITH CONTRACTOR ON 6-23-26 TO REVIEW PROGRESS AND DISCUSS SCHEDULE. TOOK PHOTOS OF THE REPAIRS ON SEVERAL WATER LEAKS THAT WERE NEW FROM THE LAST MEETING. CONTRACTOR MATT MUNFORD HAD CLEANED THE KITCHEN AREA. THE NEXT PROGRESS MEETING WILL BE ON JULY 14TH AT 9:30AM.

HAMMEL
HOUSE
6-23-26
KITCHEN
AREA
CLEAN UP

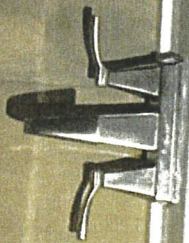


HAMMEL HOUSE

6-23-26

KITCHEN AREA CLEAN UP





6-23-26
LEAK REPAIR
HAMMEL HOUSE

6-23-26
LEAK REPAIRS IN CEILING
HAMMEL HOUSE





6-23-26

LEAK REPAIR IN WALL

HAMMEL HOUSE

A photograph of a concrete driveway leading to a grassy area. The driveway is made of several slabs of concrete, some of which are cracked. In the center of the driveway, there is handwritten text in blue ink. A red circle is drawn around a patch of grass and weeds on the driveway. In the background, there are trees and a white picket fence.

6-16-26
CAR REMOVED
272 NORTH ST



6-23-26
272 NORTH ST



LOAD LEVEL ONLY
NO DIRT - NO BRICKS - NO CONCRETE

MAG CORPORATION

**Driveway
Dumpster's**
Best Dumpster For Your Dollar
606-314-0042

QR CODE
ORDER NOW

Drive
Dum
Best Dump
606-3

272 North St.

6-23-26



6-25-26
272 North St.



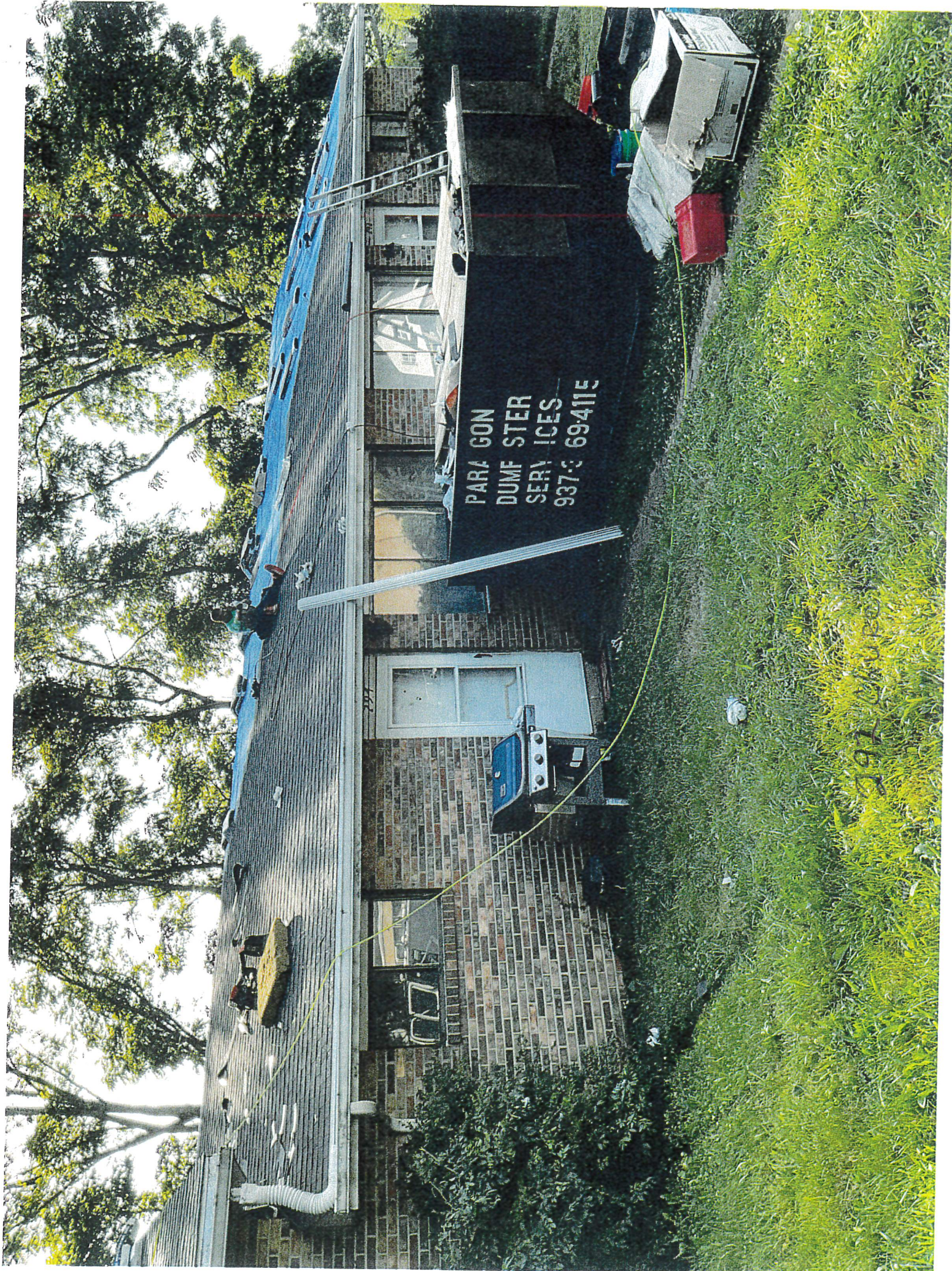
25



6-30-26

292 Church St.

NEW ROOF INSTALLATION

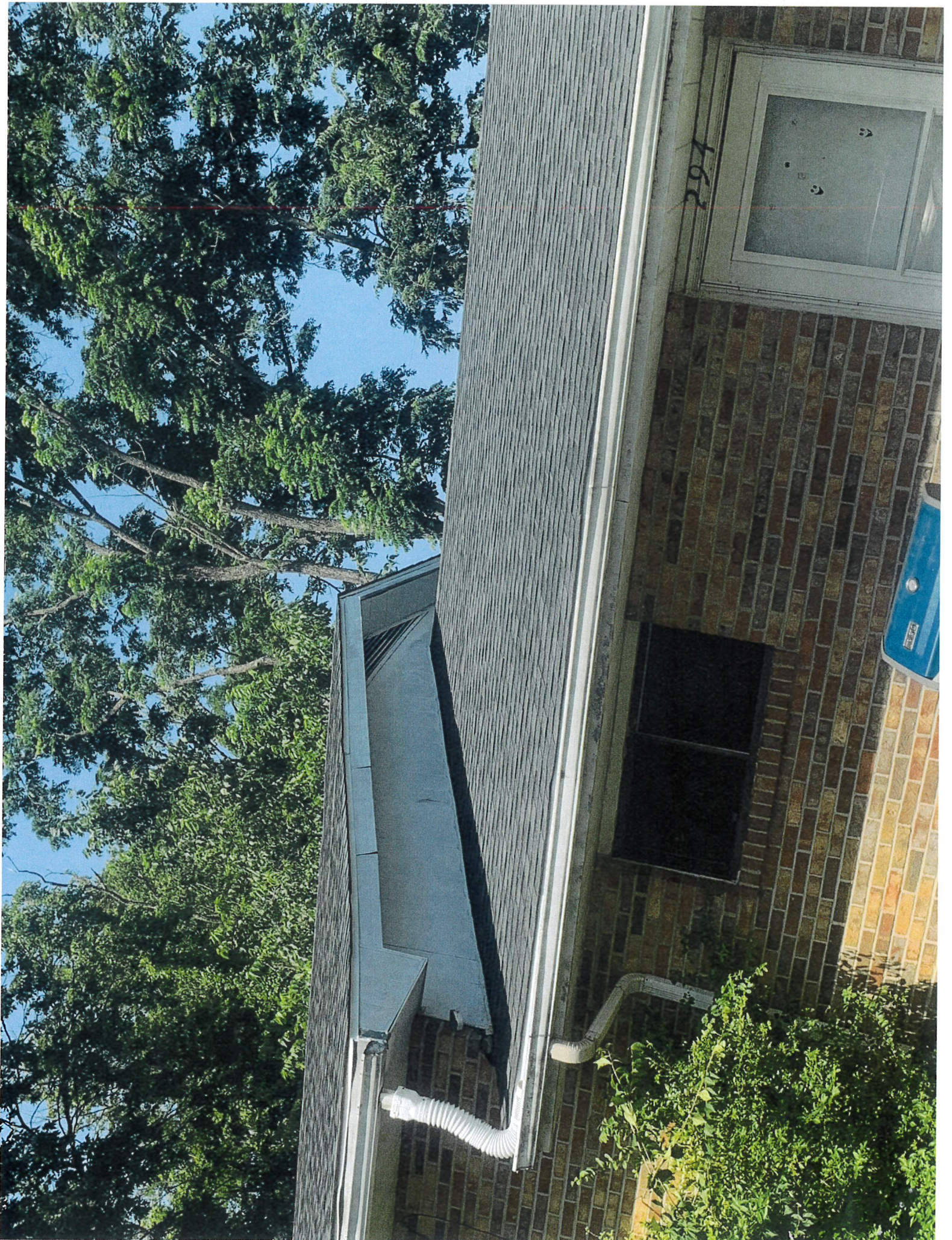


PARA GON
DUMF STER
SERVA ICES
937-69411E

201



7-1-26
292 Church St.





SUNDAES & SIRENS

Bring the kids to check out
emergency vehicles, meet
first responders and have a
FREE kids ice cream cone!

Friday, July 10th, 2026
5:00pm - 8:00pm
High Street
Downtown Waynesville



Finance Director Report

July 6, 2026

- I have reached out to a couple of municipalities to ask for their opinions on banking with Peoples Bank and have received very positive feedback. I contacted Scott Fitzsimmons of Wayne Township, which recently switched from LCNB to Peoples Bank. He stated that the interest rates are much better and that he appreciates the fee waiver for public entities. He also noted that the ICS Sweep interest rates are nearly comparable to those at STAR OHIO (3.82%), as did the other entities I contacted. I believe the rate they received for June was 3.25%. LCNB ICS Sweep rates are currently at 1.9%.
- I am providing the CDARS ladder option presented by LCNB, as discussed at the last Finance Committee meeting. I reached out to Peoples Bank to see if they offer CDARS investment options. I have also attached the Village's statement for the individual Summary Analysis from LCNB. Our fees were \$179.57 for May, and the interest earned was \$229.31. A difference of \$49.74, which was kept by LCNB.

Thank You,

Jamie Morley

Finance Director/Clerk of Council

ORDINANCE NO. 2026-027

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT #2 TO THE COOPERATION AGREEMENT FOR THE WARREN COUNTY CDBG ENTITLEMENT PROGRAM AGREEMENT AND DECLARING AN EMERGENCY

WHEREAS, the Village has previously entered into a cooperation agreement with Warren County for the CDBG entitlement program. ; and

WHEREAS, Warren County has determined that it is necessary to execute Amendment Number 2 to the agreement; and

WHEREAS, the Village desires to continue with said program.

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

Section 1. That the Village Manager is hereby authorized to execute Amendment #2 to the Cooperation Agreement for the Warren County CDBG Entitlement Program Agreement in the form of the amendment attached hereto as Exhibit A, incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the Amendment at the earliest possible date in order to continue with the program.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

**AMENDMENT #2 TO THE COOPERATION AGREEMENT FOR THE WARREN
COUNTY CDBG ENTITLEMENT PROGRAM
AGREEMENT**

This Addendum #2 to the Cooperation Agreement for the Warren County CDBG Entitlement Program Agreement [hereinafter Addendum #2] is entered into and made as of the date last signed below by and between the political subdivision of _____ and the Warren County Board of Commissioners as authorized by Resolution# _____

The undersigned parties have entered into a Cooperation Agreement for the Warren County CDBG Entitlement Program, attached below for reference and incorporated herein, and the parties desire to amend said agreement as follows.

Paragraph 11 shall be stricken and rewritten entirely as follows,

“Both the County and the participating Unit of General Local Government (UGLG) agree to comply with all federal laws and regulations specified in the County’s fair housing certification under section 104(B) of Title I of the Housing and Community Development Act of 1974, and that the CDBG grant will be conducted and administered in conformity with the following:

- a) Title VI of the Civil Rights Act of 1964 (and the implementing-regulations at 24 CFR Part 1);
- b) The Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH), specifically as follows
 - i) Funding activities in, or in support of, any participating UGLG that impedes the County’s actions to comply with the County fair housing certification shall be prohibited;
- c) Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing-regulations at 24 CFR Part 6, which incorporates:
 - i) Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - ii) Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - iii) the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - iv) Section 3 of the Housing and Urban Development Act of 1968;
 - iv) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - v) Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- d) Any other applicable Federal or State laws

This amendment shall apply to any Cooperation Agreement for the Warren County CDBG Entitlement Program that is in effect at the time of execution below, including for Program Year 2026 and any successive 3-year qualification period.

All terms and conditions of the Cooperation Agreement for the Warren County CDBG Entitlement Program not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the City [UGLG] and the County have caused this Amendment #2 to be executed in agreement by their duly authorized signatories on dates set forth below,

Warren County Board of Commissioners,

City of _____
[UGLG]

President / Vice-President Date

Authorized Signatory Date

Printed Name

Printed Name

Resolution No. _____

Approved as to form,

Approved as to form,

Law Director

Assistant Prosecutor
Warren County, Ohio

ORDINANCE 2026-028

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 ALONG WITH AUTHORIZING **THE VILLAGE MANAGER** TO ENTER A COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED TO THE OLD STATE ROUTE 73 WATER MAIN REPLACEMENT AND STREET RESURFACING PROJECT

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 for the **Old State Route 73 Water Main Replacement and Resurfacing** project, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

WHEREAS, the Village of Waynesville and Wayne Township desire to enter into a cooperative agreement to submit an application to the Ohio Public Works Commission related to the allocation of the local share of the total project cost and other related matters.

NOW THEREFORE, BE IT RESOLVED by **the Village of Waynesville**, that:

Section 1: The **Village Manager** is hereby authorized to apply to the OPWC for funds as described above.

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

Section 3: That the **Village Manager** is hereby authorized to enter into a cooperative agreement with Wayne Township related to the Old State Route 73 Water Main Replacement and Street Resurfacing project substantially in the form of the agreement attached hereto as Exhibit A.

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

Adopted on this _____ day of _____, 2026

Attest: _____
Clerk of Council

Mayor

**AMENDMENT #2 TO THE COOPERATION AGREEMENT FOR THE WARREN
COUNTY CDBG ENTITLEMENT PROGRAM
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Paragraph 11 shall be stricken and rewritten entirely as follows,

“Both the County and the participating Unit of General Local Government (UGLG) agree to comply with all federal laws and regulations specified in the County’s fair housing certification under section 104(B) of Title I of the Housing and Community Development Act of 1974, and that the CDBG grant will be conducted and administered in conformity with the following:

- a) Title VI of the Civil Rights Act of 1964 (and the implementing-regulations at 24 CFR Part 1);
- b) The Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR Part 100, and the duty to affirmatively further fair housing (AFFH), specifically as follows
 - i) Funding activities in, or in support of, any participating UGLG that impedes the County’s actions to comply with the County fair housing certification shall be prohibited;
- c) Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing-regulations at 24 CFR Part 6, which incorporates:
 - i) Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8;
 - ii) Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR Part 35;
 - iii) the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR Part 146;
 - iv) Section 3 of the Housing and Urban Development Act of 1968;
 - iv) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24;
 - v) Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42; and
- d) Any other applicable Federal or State laws

This amendment shall apply to any Cooperation Agreement for the Warren County CDBG Entitlement Program that is in effect at the time of execution below, including for Program Year 2026 and any successive 3-year qualification period.

All terms and conditions of the Cooperation Agreement for the Warren County CDBG Entitlement Program not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the City [UGLG] and the County have caused this Amendment #2 to be executed in agreement by their duly authorized signatories on dates set forth below,

Warren County Board of Commissioners,

City of _____
[UGLG]

President / Vice-President Date

Authorized Signatory Date

Printed Name

Printed Name

Resolution No. _____

Approved as to form,

Approved as to form,

Law Director

Assistant Prosecutor
Warren County, Ohio

ORDINANCE NO. 2026-029

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE OLD STATE ROUTE 73 UTILITY REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Village has determined that it is necessary to complete the Fifth Street & Sixth Street Water Main Replacement & Resurfacing Project and that certain professional engineering services are required; and

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

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

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering for professional services related to the Fifth Street & Sixth Street Water Main Replacement & Resurfacing Project, in accordance with the proposal attached hereto as Exhibit A.

Section 2. That the Finance Director is hereby authorized to pay a sum not to exceed \$97,500 for said professional services as more fully detailed in the proposal attached hereto as Exhibit A.

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 enter into the professional services agreement at the earliest possible date.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor



Date

June 30, 2026

Attention

Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

Agreement for Professional Services
Old State Route 73 Water Main Replacement and Resurfacing
WAR-WAY-2604

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Old State Route 73 Water Main Replacement and Resurfacing project.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

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

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

Village of Waynesville

Authorized Signature

Date

Choice One Engineering Corporation



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

6/30/2026
Date

W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to provide professional engineering services for water main replacement and street resurfacing along Old State Route 73 in the Village of Waynesville, Ohio.

Project Details

- The project will consist of water main replacement and street resurfacing. Street resurfacing and misc. street repairs along Old State Route 73 between State Route 73 and Lytle Road.
- The total project length is approximately 4,000'.
- Approximately 4,000' of 10" transite water main will be replaced with 10" water main along the project route.
 - Tie-ins will be made to existing 10" main at State Route 73 and at Lytle Road.
 - Tie-ins will also be made to all side-street mains.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- New fire hydrants will be supplied along the project route to meet current spacing requirements.
- The plans will also include any other miscellaneous storm sewer and/or drainage improvements needed as determined by the Client and Choice One.
- Old State Route 73 will be milled and overlaid throughout the project area.
 - The paving costs will be shared by the Village and Wayne Township, based on the quantities located inside and outside of the Village limits.
- Curb ramps along the project route will be replaced to meet ADA compliance.
- No Ohio EPA PWS Permit will be required, because the existing 10" water main is being replaced with a 10" water main. This means that the project is exempt from submittal per OAC 3745-91-02(D).
- It is assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer or fall of 2026 to partially fund the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.
- See attached project area exhibit.
- The estimated construction cost is approximately \$1.8 million.

Project Services

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

- j. Completed topographic survey shall be provided in AutoCAD format.
- 2. Preliminary Construction Plans**
- a. Create base plan and profile sheets from completed survey basemap, including all confirmed existing utility locations.
 - b. Design 30% plans, including proposed water main alignment and preliminary valve and hydrant locations.
 - c. Provide plan sheets with preliminary design to Client.
- 3. Construction Plans**
- a. Design construction plans to include:
 - i. Title Sheet
 - ii. General Notes
 - iii. General, Water Main, and Restoration Details
 - iv. Quantity Summary and Engineer's Estimate
 - v. Water Main Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Maintenance of Traffic Notes
 - vii. Street Resurfacing and Striping Plan
 - viii. Intersection and Curb Ramp Details
 - b. Send plans to Client and Wayne Township at 50% and 90% plan stages for review. Meet with and/or walk the project with the Client and Wayne Township at the design stages, as requested.
 - c. Prepare final Engineer's Estimate
- 4. Construction Bidding Procedures**
- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
 - b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
 - c. Process addenda, if necessary.
 - d. Attend bid opening.
 - e. Review bids and contractor qualifications.
 - f. Prepare bid tabulations.
 - g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
 - h. Check Ohio Auditor of State's website for unresolved findings.
 - i. Prepare contracts for successful bidder.
 - j. Attend preconstruction meeting. Prepare meeting agenda and minutes.
- 5. Record Drawings**
- a. Prepare Record Drawings to include:
 - i. Changes in utility alignments and profiles.
 - ii. Top and invert elevations of manholes and catch basins, as applicable.
 - iii. Recorded changes by the Village and/or contractor
 - b. Provide full and half size hard copies of Record Drawings as requested by the Client.
- 6. Construction Administration Services (Village Work Only)**
- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Part time field construction observation including:
 - 1. Maintain orderly files for correspondence, daily reports, and work change directives.
 - 2. Negotiate all design changes in the field with the Contractor and Village.
 - 3. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
 - 4. Job site photos

- ii. Conduct construction meetings with the Village and Contractor, if necessary.
- iii. Participate in substantial and final walk through with Contractor and Village.
Prepare and enforce punch list items.
- iv. Review Contractor pay applications, if necessary.
- v. Process necessary change orders.
- vi. Produce additional plans for successful contractor and Client.
- vii. **Respond to Contractor's questions.**
- viii. Administrate plan interpretation for contractor and Client during construction, as required.
- ix. Review site/civil shop drawings.

Additional Services

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

1. Sanitary Sewer Design
2. Storm Sewer Design
3. Traffic Signal Design
4. Traffic Impact Studies
5. Traffic Data Collection
6. Detailed Maintenance of Traffic Plans

Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Topographic Survey	\$15,500.00
Preliminary Construction Plans - Water Main	\$5,000.00
Subtotal – Prelim Design	\$20,500.00
Final Construction Plans – Village Work	\$91,500.00
Final Construction Plans – Township Work	\$6,000.00
Subtotal – Final Design	\$97,500.00

Construction Bidding Procedures	\$5,000.00
Record Drawings	\$3,000.00
Total	\$126,000.00
<i>Construction Administration Services</i>	<i>Hourly Upon Request (\$40,000 Budget)</i>

Schedule

Choice One will complete preliminary construction plans within 75 days after receipt of an executed Agreement. Preliminary plans will be completed in time for the OPWC Submittal in September of 2026.

Construction plans will be completed by the dates established in the OPWC grant application, should the grant be awarded.

WAR-WAY-2604 - Old State Route 73 WMR

-4000' water main replacement

Legend

 Old State Route 73



2026 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$170
Professional Surveyor	\$170
Landscape Architect	\$130
Designer	\$115
Field Surveyor	\$125
Administrative	\$85

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

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

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



Effective as of January 1, 2026

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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