



COUNCIL AGENDA

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

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgements)
- IV. Disposition of Minutes of Previous Meetings
July 6, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
 - Request hearing for NANA & PAPA 323 LLC DBA Hammel House
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

RESOLUTION NO. 2021-029

A RESOLUTION AMENDING THE APPROPRIATIONS FOR THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2021 (AMENDMENT NO. 1) AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021-026

AN ORDINANCE AUTHORIZING THE WAIVER OF THE WATER CONNECTION FEE RELATED TO THE WAYNE LOCAL PERFORMING ARTS CENTER

ORDINANCE NO. 2021-028

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WESSLER ENGINEERING IN AN AMOUNT NOT TO EXCEED \$58,000 FOR A WATER SYSTEM MASTER PLAN

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

August 2, 2021 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee Meeting, August 2, 2021 @ 6:00 p.m.

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

Village of Waynesville
Council Meeting Minutes
July 6, 2021 at 7:00 pm

DRAFT

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

Village Staff Present: Lt. Daniel Bledsoe, Acting Village Manager and Safety Director; Jamie Morley, Clerk of Council

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Tuesday, July 6, 2021.

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

Roll Call – 6 present

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

Motion – Dedden
Second – Lauffer

Roll Call – 6 years

Public Hearing

Mayor Isaacs opened the public hearing for the 2022 tax budget at 7:03 p.m. There were no questions or comments about the budget. The hearing was closed at 7:04 p.m.

Mayor Acknowledgements

The Fourth of July Parade was nice, and a good time was had by all. Would like to thank the organizers and police for all their hard work.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on June 21, 2021 as written and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 6 yeas

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Public Recognition/Visitor’s Comments

Mr. Scott Teeters representing AES at 1900 Dryden Road approached the dais. Ms. Dedden asked about recent outages as residents have expressed concerns. Mr. Teeters stated that the storm on June 18th was one of the worse he has seen in several years. Saturday morning about 5:00 a.m. the power went out because of issues on both ends of the transmission line in Beavercreek and Wilmington. The power could not be switched on until these issues were repaired and resolved. Mr. Teeters also explained the outage that occurred more recently was due to a piece of equipment getting into a static line when performing tree trimming maintenance.

Mr. Colvin asked if AES buying DP&L had anything to do with the power outages. Mr. Teeters stated that AES purchased DP&L back in 2012 and has nothing to do with this. He also stated that staff and crews have stayed consistent. It was basically just a name change that occurred the past couple of months. This purchase has given the company more financial backing to make necessary upgrades to the system.

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Old Business

None

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Reports

Finance

The Finance Committee will meet on Thursday July 22, 2021 at 5:00 p.m. in the small conference room at the Government Center. The public is encouraged to attend.

Public Works Report

Public Works next meeting is scheduled for August 2, 2021 at 6:00 p.m. and the public is welcome to attend. The meeting tonight was cancelled due to the Village Manager being on vacation.

Mr. Colvin asked about the Public Works minutes where there was a discussion about Ms. Lemay not wanting to sell property to Oberer but rather to Mr. Fields, whose desire is to use the property for agricultural purposes. He asked if this would change the strategy of Ordinance 2021-028 to have a water model done for future growth of the water system. Council agreed that as the Village Manager is not present, and this is only a first read of the ordinance, questions and concerns can be addressed at the next meeting. Ms. Morley stated that this is solely hearsay and Mr. Forbes may need to look into the legality to see if Oberer has a legal right to have first option to purchase the property. Mr. Colvin added that as this is out of the Village's control, he believes the Wessler study is important to pave the way for the water infrastructure to support future growth. Mr. Gallagher agreed with Mr. Colvin's assessment.

Special Committee Report

None

Village Manager Report

None

Police Report

None

Financial Director Report

- Chamber of Commerce filed a Special Events Permit for the Sauerkraut Festival this week.
- Ms. Morley will be gone next week for OMCA Conference and will miss the Finance Meeting on July 22 because of vacation.

Law Report

None

Mr. Colvin stated he wanted to follow up on the Resolution passed allowing refugee placement within Warren County. There is litigation in court that currently suspends action to be taken on this resolution. However, this could allow for 18,000 refugees to be placed in Warren County. Mr. Colvin stated he plans to follow up with the County Commissioners.

New Business

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2021-026

An Ordinance Authorizing the Waiver of the Water Connection Fee Related to the Wayne Local Performing Arts Center

Mrs. Miller made a motion to have the first reading of Ordinance 2021-026 and was seconded by Mr. Blankenship.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Ordinance No. 2021-027

Enacting and Adopting the Supplement to the Code of Ordinances of the Village of Waynesville, Ohio, and Declaring an Emergency

Ms. Dedden made a motion to waive the 2-reading rule for Ordinance 2021-027 and was seconded by Mr. Gallagher.

Motion – Dedden
Second – Gallagher

Roll Call – 6 yeas

Mr. Colvin asked about the cost and how many changes did this include. Ms. Morley stated that the cost was about \$4,200. She also stated that this was mostly updates because of changes to the ORC.

Mr. Gallagher made a motion to adopt Ordinance 2021-025 as an emergency and was seconded by Mrs. Miller.

Motion – Gallagher
Second – Miller

Roll Call – 6 yeas

Ordinance No. 2021-028

Authorizing the Village Manager to Enter into a Contract with Wessler Engineering in an Amount not to Exceed \$58,000 for a Water System Master Plan

Mr. Gallagher reiterated concerns over how the possibility of no future Oberer Development could affect the proposed water model and study. He further elaborated that the water system will grow and needs updates. This study will allow the Village to be proactive rather than reactive. Council agreed the price for the water model was more than expected and discussed that Council could have a first reading and get the Village Manager's assessment of the bid at the next meeting. Mr. Colvin stated that the proposal is rather comprehensive and does collect quite a bit of data that will help the Village in planning stages for the water system down the road. Mr. Colvin also stated his concern with number 6 of the proposal saying that reports will be written in Standard Engineering format and not in compliance with State related format requirements. He just wants to ensure that this report format will dovetail into other applications the Village may pursue using this model.

Mr. Colvin made a motion to have the first reading of Ordinance 2021-028 and was seconded by Mr. Gallagher.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Second Reading of Ordinances and Resolutions

Resolution No. 2021-024

A Resolution Approving the 2022 Annual Tax Budget for the Village of Waynesville and Declaring an Emergency

Ms. Dedden to adopt Resolution 2021-024 as an emergency and was seconded by Mr. Blankenship.

Motion – Dedden
Second – Blankenship

Roll Call – 6 yeas

Ordinance 2021-025

Approval and Granting Consent to the Director of the Ohio Department of Transportation Authority to, Apply, Maintain and Repair Standard Longitudinal Pavement Markings and Erect Regulatory and Warning Signs on State Highways inside Village Corporate Limits, and Giving Consent of the Village for the Ohio Department of Transportation to Remove Snow and Ice and Use Snow and Ice Control Material on State Highways inside the Village Corporate Limits and Giving Consent of the Village for the Ohio Department of Transportation to Perform Maintenance and/or Repair on State Highways inside the Village Corporation.

Mr. Colvin made a motion to adopt Ordinance 2021-025 and was seconded by Mrs. Miller.

Motion – Colvin
Second – Miller

Roll Call – 6 yeas

Tabled Ordinances and Resolutions

Ordinance No. 2021-015

Authorizing the Village Manager to Enter into a Contract with PCI Services and Declaring an Emergency

Ms. Dedden made a motion to untable Ordinance 2021-015 and was seconded by Mr. Colvin.

Motion – Dedden
Second – Colvin

Roll Call – 6 yeas

Ms. Dedden made a motion to amend section 2 and Exhibit A of Ordinance 2021-015 and was seconded by Mr. Colvin.

Motion – Dedden
Second – Colvin

Roll Call – 6 yeas

Mrs. Miller made a motion to waive the 2-reading rule for Ordinance 2021-015 and was seconded by Mr. Gallagher.

Motion – Miller
Second – Gallagher

Roll Call – 6 yeas

Mr. Colvin made a motion to adopt Ordinance 2021-025 as an emergency and was seconded by Mr. Gallagher.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Executive Session

None

At this time Mr. Blankenship informed Council, he would be absent for the next Council and Finance meeting as he will be on vacation.

All were in favor to adjourn at 7:32 pm.

Date: _____

Jamie Morley, Clerk of Council



**Department
of Commerce**

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be:

FAXED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 – 3166

EMAILED to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: LiquorLicensingMailUnit@com.state.oh.us

POSTMARKED, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6307807		NEW		NANA & PAPA 343 LLC DBA HAMMEL HOUSE 121 S MAIN ST WAYNESVILLE OH 45068	
PERMIT NUMBER		TYPE			
ISSUE DATE					
06 30 2021		FILING DATE			
D3		PERMIT CLASSES			
83	154	A	C01294		
TAX DISTRICT		RECEIPT NO.			

FROM 07/02/2021

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			



MAILED 07/02/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/02/2021

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

A NEW 6307807

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF WAYNESVILLE CITY COUNCIL
1400 LYTTLE ROAD
WAYNESVILLE OHIO 45068**

RESOLUTION NO. 2021-029

A RESOLUTION AMENDING THE APPROPRIATIONS FOR THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2021 (AMENDMENT NO. 1) AND DECLARING AN EMERGENCY

WHEREAS, the Village Council of the Village of Waynesville previously passed an appropriation Resolution for calendar year 2021; and

WHEREAS, the Village Finance Director has recommended to the Village Council that there be an amendment to the appropriation Resolution to be in full compliance with the Ohio Revised Code.

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

Section 1. That the appropriations for the Village of Waynesville are hereby amended as set forth in Exhibit "A" which is attached hereto and incorporated into this Resolution.

Section 2. That the amendments are the recommendation of the Finance Director.

Section 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to amend the Appropriations at the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

RESOLUTION NO. 2021-022

FUND	ACCOUNT	DESCRIPTION	CURRENT AMOUNT	AMOUNT TO ADD	NEW BALANCE	
2152	422	American Rescue	\$0.00	\$166,606.56	\$166,606.56	
5101	910		\$0.00	\$500,000.00	\$500,000.00	
		TOTALS:	\$0.00	\$666,606.56	\$666,606.56	

ORDINANCE NO. 2021-026

AN ORDINANCE AUTHORIZING THE WAIVER OF THE WATER CONNECTION FEE RELATED TO THE WAYNE LOCAL PERFORMING ARTS CENTER

WHEREAS, Council acknowledges past contribution by Wayne Local School District to the benefit of the Village of Waynesville, and

WHEREAS, Council has determined that waiving the water connection fee related to the construction of the Wayne Local Performing Arts Center is a valid public purpose necessary to assist in this public peace, health, safety and general welfare of the Village of Waynesville.

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

Section 1. That the water connection fee related to the construction of the new Wayne Local Performing Arts Center is hereby waived in its entirety.

Section 2. The development in question must still meet all other requirements as established by the Ordinances of the Village of Waynesville.

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

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

ORDINANCE NO. 2021-028

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WESSLER ENGINEERING IN AN AMOUNT NOT TO EXCEED \$58,000 FOR A WATER SYSTEM MASTER PLAN

WHEREAS, the Village of Waynesville has requested proposals for a water system master plan;
and

WHEREAS, Wessler Engineering has submitted the lowest and best proposal for said project with a bid of \$58,000.

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 Wessler Engineering is the lowest and bid bidder to provide the requested services related to a water system master plan.

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

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$58,000 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

Section 4. That this Ordinance shall be effective from and after the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



More than a Project™

**AGREEMENT
BETWEEN
VILLAGE OF WAYNESVILLE, OHIO
AND
WESSLER ENGINEERING, INC.
FOR
WATER SYSTEM MASTER PLAN**

THIS AGREEMENT, entered into by and between the Village of Waynesville, Ohio, 1400 Lytle Rd., (hereinafter named OWNER) and Wessler Engineering, Inc. 80 State Route 103, Suite A, Bluffton, Ohio 45817 (hereinafter named ENGINEER):

WITNESSETH THAT:

WHEREAS, ENGINEER proposes to provide Professional Services to OWNER for the preparation of a Water System Master Plan, herein described as the PROJECT; and

WHEREAS, ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this AGREEMENT for the above-described PROJECT; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I
SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

- A. WATER SYSTEM MASTER PLAN
1. The PROJECT shall consist of evaluating and identifying facilities needed to continue to provide quality potable water service to the OWNER's existing customers and to future customers in the OWNER's service area.
 2. Prepare for and conduct a kick-off review meeting with the OWNER to confirm the OWNER's objectives and the ENGINEER's approach. This meeting will be used to clarify responsibilities and how information exchange will be managed between the

OWNER and ENGINEER and will provide both parties the opportunity to discuss planning related issues and agree upon the final study criteria.

3. Data Collection

- a. Visit all existing facilities and gather additional system information including:
 - i. Well logs
 - ii. Well pump curves, service records, and test reports
 - iii. Well field facility drawings
 - iv. Well pump and booster station pumping records and operational settings
 - v. Elevated storage tanks
 - vi. Hydrant flow test data
 - vii. Pressure reducing valve locations and settings
 - viii. Water quality data
 - ix. Customer data
 - x. Large user data
- b. Consult with OWNER to define the Study Area and limits of current, near-term, and long-term anticipated development over a 20-year study period.
- c. Gather and study available pertinent information, including previous reports, system maps, studies, zoning maps, proposed land use information, Warren County GIS parcel and right-of-way shape files, contour maps, USGS quadrangle maps, etc.
- d. Review available well logs, well pump test results, booster station data, elevated tank/standpipe data, and service records within or in close proximity to the Study Area.

4. Hydraulic Modeling

- a. Create an existing system hydraulic model for the Waynesville Water System incorporating the connections with Warren County and Corwin. Input the existing distribution system information from ArcGIS map and other records (4-inch diameter and larger water pipes, pipe lengths, roughness coefficients, surface elevations, tank data, pump data, etc.) into the WaterCAD hydraulic modeling software.
- b. Allocate the existing system water demands in the model. Allocations will be made for two categories of residential use including single family and multiple family units. Commercial/industrial accounts will be allocated separately according to their actual usage data where available.
- c. Run the hydraulic model and calibrate the model to reasonably match the existing system operations. Apply fire flow demands to the model during the average day water usage of the system. Compare the model's resulting flows and pressures in the system with available fire flow data from the ISO hydrant

flow testing results to verify that the model is working within acceptable parameters.

- d. Run the hydraulic model applying maximum day demands to identify any apparent system deficiencies.
- e. Conduct a work session with the OWNER's personnel to:
 - i. Review the water system model and modeling results,
 - ii. Identify any model modifications and additions needed to improve the model, and
 - iii. Review any discrepancies between the modeling and ISO hydrant flow test results.
 - iv. Once the model has been calibrated to closely meet existing conditions, modify the model and evaluate various system improvement scenarios.

5. Engineering Evaluation of Study Area

- a. Development of future water system needs will include near-term and long-term planning of increasing water demands (average day demand, maximum day demand, and needed fire flows).
- b. Estimate the water usage of future residential developments using the number of acres developed and the housing density.
- c. Estimate the water usage of future commercial and industrial properties based on the number of acres developed and the estimated use in gallons/acre/day, or according to the type of facilities in the development, if known.
- d. Create a model to plan and evaluate future improvements needed according to various increased water demands and development scenarios. Input estimated future water usage in the hydraulic model and create a distribution network to service the areas. Planning will be completed using a phased and "what if" approach over the 20-year planning period.
- e. Use the future model to identify and determine the need for, and capacity of, water distribution mains and elevated storage tanks in the Study Area required to provide adequate pressure and fire flows based on the estimated water demand.
- f. Recommend locations and capacities of future water facilities in accordance with a phased improvements approach. (For instance, if Area A is developed first, what is the most effective way to provide water service to the area keeping future development in mind to avoid bottlenecking the system or sizing mains too large.)
- g. Review and incorporate recommendations from the hydrogeologist on locations of water supply sources. Include reported projected safe yields of the water sources for subsequent planning.
- h. Review water quality testing data of the water sources to determine if additional water treatment is needed to comply with current drinking water regulations.
- i. Review system pressure and available fire flows for adequacy with proposed improvements.

- j. Provide pre-design probable costs for feasible alternatives and review with OWNER.
 - k. Prepare conceptual exhibits for near-term and long-term improvements for the different development areas and review with OWNER. In conjunction with the OWNER, determine the most feasible alternative for each phase.
 - l. Provide pre-design probable costs estimates for the selected alternatives with OWNER for estimating the probable costs for the improvements needed for each service area.
6. Incorporate the findings of the evaluation into a Water System Master Plan (Report). The Report will be presented in a Standard Engineering format and will not be written to comply with State WSRLA, USDA-RD, and/or other related format requirements. The Report will include the following:
 - a. Description of the existing situation and need for the PROJECT.
 - b. Map of the PROJECT planning area, showing location of Service Area of anticipated development, and locations of proposed water facilities.
 - c. Preliminary flow estimates, conceptual size and routing of future distribution mains, and anticipated locations and sizing of elevated storage tanks to serve the Study Areas during the Study Period.
 - d. Description of the well field, capacities, and type of treatment unit processes required to meet drinking water standards for the proposed improvements.
 - e. Preparation of preliminary project budgets, including construction, land and right-of-way, engineering, contingencies, and other costs associated with the proposed project. The ENGINEER's opinion of project budget will be based on preliminary "order of magnitude" costs to give the OWNER a general idea for the budget needed for the anticipated facilities.
 - f. Proposed timeline/schedule for design and construction of the anticipated water facilities.
7. Attend up to two (2) intermittent review meetings with the OWNER's staff to review the status of the findings and obtain OWNER review and feedback on information presented.
8. Submit a draft Report to the OWNER for review. Review the findings, results, and conclusions of the report with OWNER. Make final changes following the review and submit three (3) hard copies and one (1) electronic pdf version.

ARTICLE II

ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Revising previously accepted Studies, Reports, or Exhibits when such revisions are required by changes in Law and Regulations enacted subsequent to the effective date of this Agreement; or due to any other causes beyond ENGINEER's control.
- B. Services resulting from OWNER's request to evaluate additional alternative solutions, costs, means, or methods beyond those identified in the previous accepted or approved Engineering Report or Study, or beyond those described in Basic Engineering Services.
- C. Services to make measured Drawings of or to investigate existing conditions or facilities, or to verify the accuracy of Drawings or other information furnished by OWNER when existing Drawings are incomplete or not available.
- D. Services required as a result of OWNER providing incomplete or incorrect PROJECT information to ENGINEER, including incomplete or inaccurate Record Drawings.
- E. Services related to evaluating alternatives for "green" design, sustainable design, or to achieve any level of USGBC LEED certification.
- F. Preparing new, or reviewing existing, Environmental Assessments and Impact Statements, and evaluating the effects on the design requirements for the PROJECT of any such statements and documents. Assisting with obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT, or in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- G. Coordination of an archaeological reconnaissance.
- H. Providing renderings or models for OWNER's use.
- I. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- J. Preparation of applications and supporting documents (in addition to those described in Basic Engineering Services) for private or governmental grants or loans in connection with the PROJECT.
- K. Providing survey, design, permitting, bid and construction-related professional engineering services for the PROJECTs described in the Engineering Report.

- L. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
- M. Other services requested by OWNER and performed or furnished by ENGINEER not otherwise provided for in this Agreement.

**ARTICLE III
INFORMATION TO BE PROVIDED BY OWNER**

- A. Well field data: well logs, pump data
- B. As-built drawings and previous reports
- C. GIS data/System Maps
- D. SCADA data

**ARTICLE IV
COMPENSATION**

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I.A shall be on a lump sum fee basis as follows:

<u>Article I.A – Water System Master Plan Phase</u>	<u>\$58,000.00</u>
Total Lump Sum Fee:	\$58,000.00

The Total Lump Sum Fee for the above Services will not exceed \$58,000.00 without the OWNER's written approval.

- B. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis.

The Professional Services fees contained in this AGREEMENT shall be valid until September 31, 2021.

ARTICLE V SCHEDULE

- A. Article I.A – Water System Master Plan – The draft Report will be submitted for OWNER review within 120 days of Notice to Proceed (fully executed date of this Agreement).
- B. Final Report will be submitted within four (4) weeks after receiving OWNER's comments on the draft Report.

ARTICLE VI STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

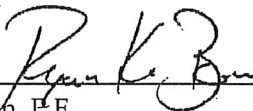
This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 2021.

ENGINEER
WESSLER ENGINEERING, INC.



Dylan L. Lambermont, P.E.
Vice President

Attest: 
Ryan K. Brauen, P.E.
Project Manager

Date: June 16, 2021

OWNER
VILLAGE OF WAYNESVILLE, OHIO

Name: Gary Copeland
Title: Village Manager

Attest: _____
Name: Jamie Morley
Title: Clerk of Council

Date: _____

ADDRESS FOR GIVING NOTICE:

Wessler Engineering, Inc.
80 State Route 103, Suite A
Bluffton, OH 45817

ADDRESS FOR GIVING NOTICE:

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

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Attachments: No. 1 – Standard Terms and Conditions

ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Ohio.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

FINANCE COMMITTEE MEETING

DRAFT

June 24, 2021 @ 5:00 p.m.

Members present: Joette Dedden, Connie Miller, Brian Blankenship

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

Guests Present: Chris Colvin

1. Mrs. Miller made a motion to approve the Finance Committee minutes as written for May 20, 2021 and was seconded by Ms. Dedden.
3 Yeas
2. The Committee reviewed the reports provided by Ms. Crockett and there were no questions.
3. Ms. Morley stated a new quote was received from PCI for the rewiring of the wellheads using recommendations from Wessler. The new quote is about 100K. It was discussed to move the extra appropriated money from the tank cleaning project to fund the wiring of the wellheads as both projects are capital improvements. The Lytle Ferry Tower project had 375K appropriated and only 211K is encumbered. There was also a discussion of using the money set aside for the OPWC Grant as the Village did not receive the grant this year. However, the Village has applied for two 2023 OPWC grants (Franklin and Third Street). Furthermore, the Village's contribution for the Third Street Grant application has been increased. It was suggested that this money should be saved for future earmarked OPWC 2023 Grant projects.
4. Mr. Blankenship asked about the status of the American Rescue Plan money. Ms. Morley informed the Committee that originally the Village was slated to get about 660K, but now that Townships are included in the NEUs. The Village will now receive about 330K. Ms. Morley also stated that because this is federal money, anything over 50K will have to follow federal procurement guidelines and go out to bid. Each vendor the Village spends the funds with, will need to register in SAMS and receive a federal vendor ID. Ms. Morley explained that the funds will be given out in two installments. One this year and then the other half a year later. The money must be appropriated (cost obligated) by 2024. She also said that these funds can make interest.
5. Ms. Crockett stated the Village just had the biannual State audit and received a fantastic report with no findings or recommendations. She would like to thank all the staff for doing their part to ensure everything is done correctly. Ms. Crockett stated that the next audit will have to be a full audit as the state only allows two short audits in a row.
6. The budget was reviewed by the Committee and will need to be adopted at the next

meeting to ensure it is received at the auditor's office on time. The committee had no questions or concerns about the proposed 2022 budget.

7. Ms. Crockett informed the Committee that STAR Ohio is now STAR Plus. She also recommended that the Committee may want to consider investing the money from the CD that is maturing soon in this account as CD rates are very low right now.
8. Ms. Crockett informed the Committee that amounts received from RITA are up and can start to see a rise in collected income tax from the .025% income tax increase.
9. The Committee asked if there were any big purchases the Village would need soon. It was discussed that most vehicles are newer and in good shape. The only big purchase is a new leaf vac that was appropriated for this year. The current leaf vac is not operational and continually needs repairs.
10. Mrs. Miller made a motion to adjourn at 5:22 p.m. and was seconded by Mr. Blankenship. All were in favor.

Council Report

July 19, 2021

Chief Copeland

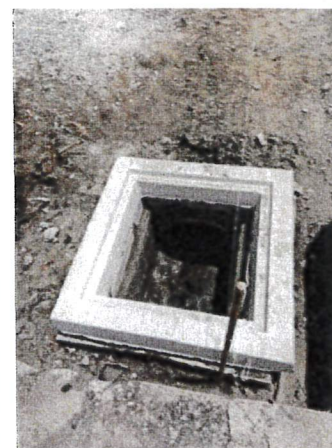
Manager

- L&T Painting has completed the Ferry Road Water Tower project. I have included three photos along with the weekly reports submitted by the Nelson Tank Engineering and Consulting inspector. The reports include their detailed process with interior project photos. The tank has been refilled and put back online.



- I am providing an update to the American Relief Fund. The State received several requests from Townships to be included in the program, which added the number of participants and decreased the distributed amount to each municipality. The Village will be receiving \$333,213.12 to be used towards water infrastructure. The application for these funds will need to be submitted on July 19th at 1pm. The Council will vote on an ammended certificate to approve the appropriations of these funds. The first disbursement of \$166,606.56 will be upon completion of the application and the second draw will be 1 year later in the amount of \$166,606.56. The funds can be used from March 3, 2021 through December 31, 2024. The money must be appropriated by the deadline date of 2024, but does not need to be spent. Wayne Township will receive \$591,319.73 of the relief funds which may help them participate with the Village in OPWC projects. The American Relief Fund is to be used for water, sewer or broadband.
- I have provided the County OPWC pre-application scoring and ranking list for your review. This is for the 2023 PY37 public works project. The list includes the Franklin Road and 3rd Street watermain and repaving projects where we ranked 6th and 7th.

- During a hard rain fall last week some asphalt was washed out along with some of the curb on the roadway at the 300 block of Franklin Road. After a subsequent investigation, I determined that the storm drain and grade was unacceptable. In addition, it is very dangerous for bicyclists. I contacted Fed Excavating and had the storm sewer rebuilt, the curb replaced, and new grade installed. I have included before and after photos.

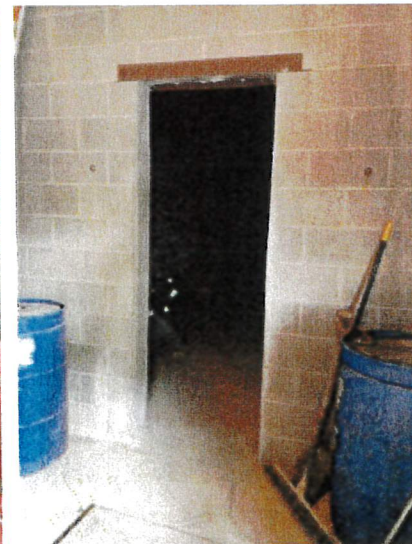


- I have included progress photos of the Museum Storage garage facility for your review.



- I have received a written request that has been included for your review from Township resident Bill White of 8940 Haines Road, Waynesville, Ohio regarding the use of our Ferry Road water tower. Mr. White would like to put an amateur radio antenna on our water tower for his radio system. He was advised that a request of this nature would need to go before the Council for approval. I would like to share some prior information with the Council and a few issues to consider:
 - In the past, businesses like Nextel paid to have an antenna on our tower.
 - It would be a liability for anyone going up and down the tower for installation.
 - The tower just received maintenance repairs and repainted.
 - We have denied others in the past with this same request
 - If granted, others would possibly want to do the same.
 - It is our water system and there may be stricter EPA regulations.
 - What kind of insurance would they be required to have with the Village?
 - We would have to allow unsupervised access.

- The new Village parking lot was completed a little over a year ago and now needs to be sealed. We have contacted three vendors to provide a quote to resurface and stripe the Government Center parking lot. I have provided a quote from Collett for your review. When we receive the other two quotes, I will review them and have an ordinance prepared for the next meeting.
- Epanel Plus has completed the Village Storage garages on South Main Street. The facility has been primed and painted, a new metal roof has been installed as well as new garage doors that lock on the inside. An electric garage door opener has been added with a thoroughway door cut in the interior wall for access to the other three stalls. This will allow the staff to lock and unlock various doors. In addition, they will have access in the event of a power outage. I will be meeting with Charlie to inspect the building before the final draw. Progress photos are provided for your review.



- We received a call at Pat's Gas reference a flooding issue. A subsequent investigation showed that the drain was plugged up. The brush is thick behind Pat's Place and limbs, leaves and debris continuously plug the storm drain. The Maintenance Department (Brian and Greg) cleaned out the drain, but it easily clogs after every rain. I contacted Fed Excavating to see about installing a better drain system. He is putting together a plan and proposal to hopefully eliminate the problem. Photos of the drain have been included.



Drain Plugged up



Drain cleaned out

- Materials have been arriving for Nathan from PCI Services which will be used for the well field electrical upgrade. The Maintenance Department will be bushhogging the property in preparation of the construction. In addition, Dylan (Water Department staff member) will be doing some powerline location research of the old line that provides power to wells 6 and 7 before Nathan begins.



- Congratulations to Council Clerk Jamie Morley. She was recently elected to serve on the Ohio Municipal Clerks Association, Board of Directors as a representative for Villages in the State of Ohio.

- I have provided progress photos of the new school project. I have been advised that the construction is on schedule, but they did reach out to inquire how long they were allowed to work on the exterior. I advised them that they could work until dusk. I also want to remind the Council that you will be voting on an ordinance to waive the tap in fees for the Performing Arts building which will also serve as a community center on various occasions.



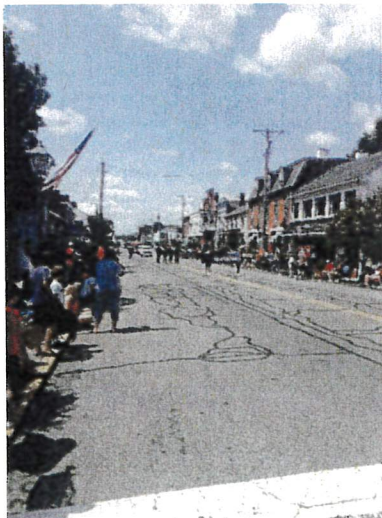
- I have been speaking with Susanne Mason from the Warren County Engineer's Office about the Franklin Road sidewalk project. After three bids were received, Dug Rite Excavating was awarded the project. All the residents on Franklin that will be having a sidewalk installed have received a letter from me and were personally contacted to address any concerns they may have. The Council will not need to take any additional action because the County will be paying the contractor directly with the grant money that was awarded to the Village. The project is looking to begin later in July or August.
- The Village Maintenance Department (Brian and Greg) did a great job setting up barricades and helping with the Main Street closure for the Independence Day parade.

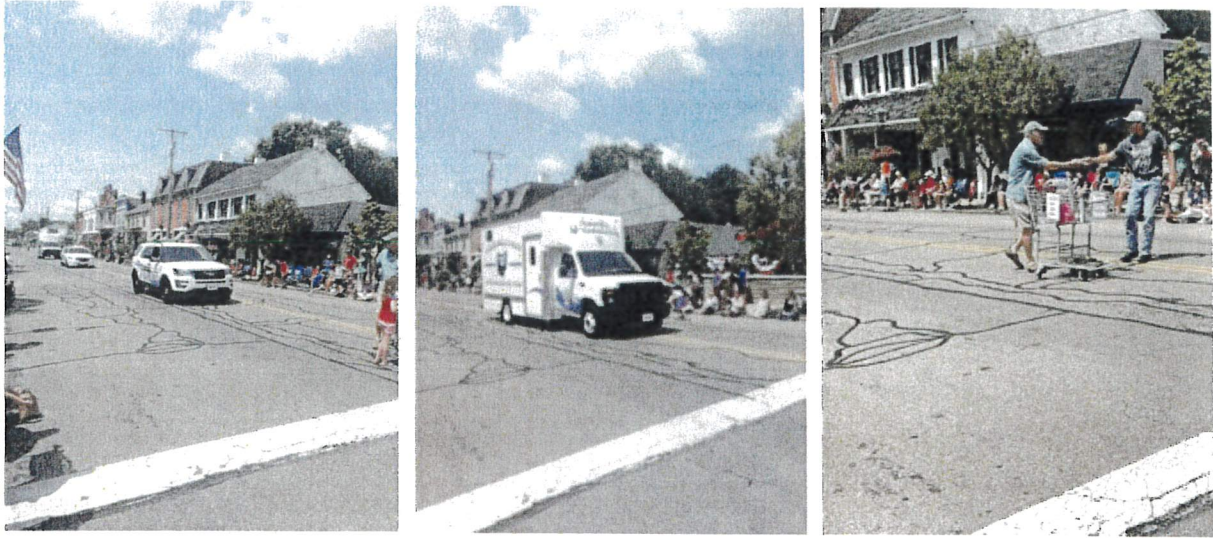


- I am providing an update to the EPA Lead Service Line project. Initially it was going to be a lead line replacement grant for \$830,000.00 from the EPA to change the lead service lines between Main Street and Lytle Road, and from South Street north bound to Franklin Road. Because of the high volume of municipalities participating in this project the EPA advised that they cannot fund all the projects, and some will be considered 0%, 30-year loans. There is no guarantee we will be selected and to be considered we will need to fund our own engineering plans. The estimate for the self-fund plans will cost the Village around \$65,000.00. In addition, it is possible the Village will be responsible for 20% (\$160,000.00) of the project. I am providing the last email contact with Jake (Choice One Engineering) for your review. I am looking for direction on how the Council would like to proceed, because this is taxpayer's dollars used for privately owned meter to home lateral water lines.
- The Federal Government has declared a new Federal Holiday called Juneteenth to be celebrated on June 19th. The Warren County Commissioners added the holiday onto the County Employees scheduled paid day off holidays. I am asking the Village Council adopt Juneteenth to our scheduled holidays. If so, I would recommend adding a one time personal day to be used by the end of this calendar year. After this year, the holiday will take place on June 19th.

Police

- The police dispatched calls for service for the month of June has been included for your review. Please feel free to contact me if you have any questions or concerns.
- The June Mayor's Court report has been included with this report and if you have any questions or concerns, please feel free to contact me or Ashley.
- I have provided the June code enforcement report from Sgt. Denlinger for your review. If you have any questions or concerns, please feel free to contact me, Ashley or Sgt.
- The Independence Day parade went very well with no issues. I want to thank Greg Craddock for taking photos that have been included for my report and Lt Bledsoe for stepping in to close the downtown and direct the staff in my absence. In addition, I want to thank Katie Mackoway for coordinating the parade and keeping the event alive.





- I have provided an updated Sauerkraut Festival security services agreement for your review. This is the agreement we were going to use last year before the pandemic caused the event to be cancelled. I have reviewed the agreement along with our potential staff schedule. I believe this agreement meets the needs of the Village and would like the Council to approve me entering into the provided agreement.
- Michelle Diekmeyer contacted Ashley at the police department to inquire the number of police personnel. She later dropped off a \$10.00 Butter Churn Café gift card to give to each officer and thanked them for their services. If Council approves the acceptance of these cards, I will send Ms. Diekmeyer a thank you letter and distribute them to the staff.



DESCRIPTION:	250,000 Gal. Spheroid	INSPECTOR:	James Gardner
OWNER:	Village of Waynesville	PROJECT ENGINEER:	Choice One Engineering
LOCATION:	8899 Ferry Rd	CONTRACTOR:	L&T Painting
CONTRACT:	Weld Repairs/Clean and Paint	FOREMAN:	Alex
REPORT #:	23	DATE:	6/23/21

PURPOSE:	To monitor finish coat application on the exterior and review tank repairs.
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STATUS:	WET INTERIOR % COMPLETE	DRY INTERIOR % COMPLETE	EXTERIOR % COMPLETE
SURFACE PREP	100%	100% Spot repairs Dry interior power washed.	100% Pressure Washing 100% Spot Repairs
PRIME	100%	100% spot repairs	100% Spot Repairs / primer
STRIPE	100%	N/A	N/A
INTERMEDIATE	100%	100% ProBond 3600 Ladder Rungs	100% ProBond 3600
FINISH	100%	100% Pending review	100% Pending review

SURFACE PREPARATION

COMPRESSOR:	Sullair 1600H	OUTPUT PRESSURE:	140psi
# OF BLASTERS:	Blast cleaning has been completed	PRESSURE AT NOZZLE:	--
ABRASIVE:	Black Diamond	BULK OR BAGGED:	Bulk

LOCATION CLEANED	SURFACE PREP REQ.	PROFILE	COMMENTS
No surface prep today		--	

COATING APPLICATION

MATERIAL	N140-15BLA Part-A Tank White	MATERIAL	N140-140B Part-B
BATCH NUMBER	2001043 5/20/21 Batch Date	BATCH NUMBER	2000789 5/07/21 Batch Date
THINNER	No.4	THINNER	--
APPLICATION METHOD	Brush / Roller	APPLICATION METHOD	--
LOCATION APPLIED	Third coat spot repair dry interior first platform and ladder rungs.	LOCATION APPLIED	--

MATERIAL	Tnemec 1074UP-25BLA Part-A ENDURA-SHIELD II Fountain blue	MATERIAL	1074-1075B-HG 1075/1075 Part-B
BATCH NUMBER	2001261 5/26/21 Batch Date	BATCH NUMBER	KC2021010479
THINNER	No.39	THINNER	--
APPLICATION METHOD	Brush / Roller	APPLICATION METHOD	--
LOCATION APPLIED	Finish coat exterior pedestal, cone, and roof.	LOCATION APPLIED	--

WEATHER

SLING PSYCHROMETER: Bacharach			TEMPERATURE GAUGE:		Raytech MT2
TIME	DRY BULB	WET BULB	DEW POINT	RELATIVE HUMIDITY	SURFACE TEMP
8:00am	62	53	46	55	54F Tank dry
10:00	68	58	51	55	70F Exterior finish coat started
12:30pm	74	62	54	51	83F
2:30	75	63	56	51	88F
4:30	75	61	52	44	88F

GENERAL				
	MORNING		AFTERNOON	
TIME	8-10	10-12	12-3	3-6
SUNNY	X	X	X	X
CLOUDY				
RAINING				
SNOWING				
FOGGY				
WIND > 15MPH	Calm	X	X	X
WIND DIRECTION	North	South	SSE	SSE

MATERIALS

DELIVERED				
MANUFACTURE	SERIES	COLOR	QUANTITY (GALLONS)	BATCH NUMBER
Tnemec	N140-15BLA Part-A	Tank White	5@5Gals	2001043 5/20/21 Batch Date
Tnemec	N140-140B Part-B	Converter	5@5Gals	2000789 5/07/21 Batch Date
Tnemec	F041-004 No.4 Thinner	Clear	2@5Gals	1000139 3/03/21 Batch Date
Tnemec	F041-0039 No.39 Thinner	Clear	3@5Gals	KC2021010479
Tnemec	1074UP-25BLA Part-A ENDURA-SHIELD II	Fountain blue	7@3Gals	2001261 5/26/21 Batch Date
Tnemec	1074-1075B-HG 1075/1075 Part-B	Converter	7@3Gals	KC2021010479

INSPECTION - Dry

DRY FILM GUAGE		Positector 6000					RUNS, SAGS, DRIPS	MISSES OR SKIPS	OVER SPRAY	MARS OR SCRAPES	ENT. SAND	COMMENTS: wet interior SPEC. 10.0 - 12.0 MILS Total Build
LOCATION	COAT	EST. CURE	BMR	LOW DFT Read. Avg	HIGH DFT Read. Avg	AVG DFT						
No testing today												

REPAIRS

Brief Description	Division and Page in Specification	Complete	Comments
Clean and weld exterior tank anchor bolts.	09910-F1 Page-1	N/A	Bolts were found to have already been welded prior to start of work.
Repair concrete foundation inside and outside.	09910-F2 Page-1	Yes	
Repairs to condensation platform.	09910-F4 Page-1	No	Condensation drain Parts on site.
Provide new bolts, nuts, and gasket on manways.	09910-F5 Page-1	Yes	Manways parts on site.
Replace roof vent.	09910-F6a Page-2	No	Vent on site.
Clean and repair aviation light.	09910-F6b Page-2	N/A	New aviation light had already been installed on roof prior to start of work.
Install new wet interior ladder.	09910-F6c Page-2	Yes	
Install wet interior fall prevention on ladder.	09910-F6c Page-2	Yes	Galvanized cable fall prevention parts on site.
Furnish and install a new safety grate at condensation plate opening.	09910-4b Page-1	N/A	Safety grate already in place.

MISCELLANEOUS

Crew of 3 including foreman on site today.
--

PUNCH LIST

- Complete Holiday testing.
- Complete exterior intermediate coat ProBond 3600.
- Complete exterior finish coat.
- Complete dry interior spot repair painting.
- Install new roof vent.
- Install new condensation drain.
- Install wet interior fall prevention.
- Repair concrete foundation.
- Repair land scaping.
- remove equipment and clean site.
- Power wash the dry interior (Access tube, pedestal, and Cone).
- Repair fill pipe insulation.
- Provide OSHA required signage and install on exterior access door to tank.



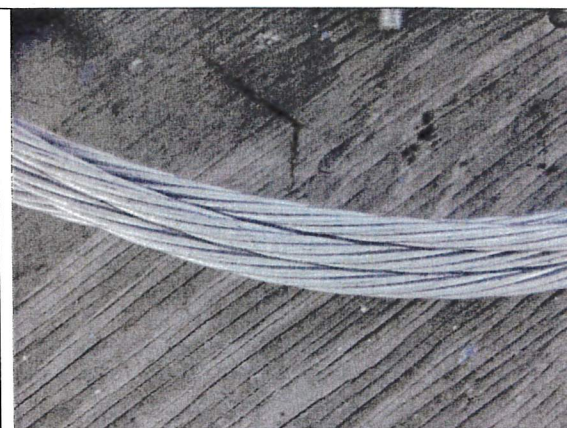
Frost free vent delivered.



Frost free vent with gasket.



Wet interior fall prevention set.



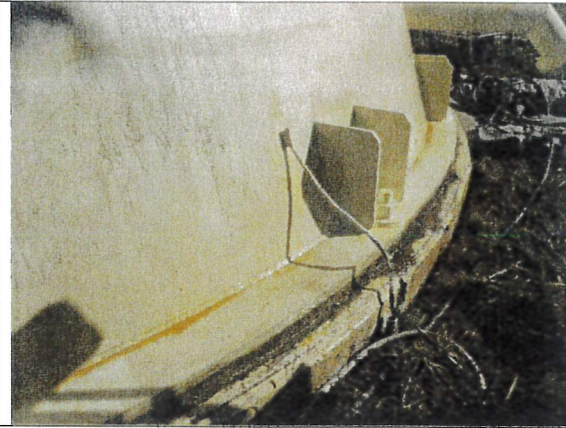
Wet interior fall prevention galvanized cable used due to chlorinated water.



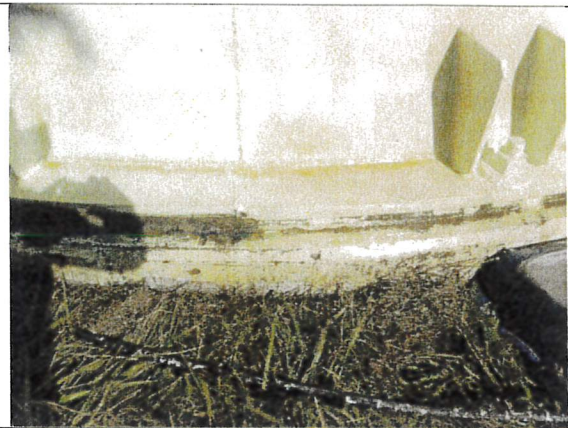
Painted pipe fitting for condensation drain.



Parts for condensation drain.



ProBond 3600 coating used for lower tank and foundation sealant.



ProBond 3600 coating used for lower tank and foundation sealant.



OSHA required signage to be installed on tank access door.



OSHA required signage to be installed on tank access door.



DESCRIPTION:	250,000 Gal. Spheroid	INSPECTOR:	James Gardner
OWNER:	Village of Waynesville	PROJECT ENGINEER:	Choice One Engineering
LOCATION:	8899 Ferry Rd	CONTRACTOR:	L&T Painting
CONTRACT:	Weld Repairs/Clean and Paint	FOREMAN:	Alex
REPORT #:	22	DATE:	6/22/21

PURPOSE:	To monitor ProBond 3600 coat application on the exterior pedestal, roof, and cone along with the dry interior ladder rungs.
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STATUS:	WET INTERIOR % COMPLETE	DRY INTERIOR % COMPLETE	EXTERIOR % COMPLETE
SURFACE PREP	100%	100% Spot repairs Dry interior power washed.	100% Pressure Washing 100% Spot Repairs
PRIME	100%	100% spot repairs	100% Spot Repairs / primer
STRIPE	100%	N/A	N/A
INTERMEDIATE	100%	100% ProBond 3600 Ladder Rungs	100% ProBond 3600
FINISH	100%	0%	45%

SURFACE PREPARATION

COMPRESSOR:	Sullair 1600H	OUTPUT PRESSURE:	140psi
# OF BLASTERS:	Blast cleaning has been completed	PRESSURE AT NOZZLE:	--
ABRASIVE:	Black Diamond	BULK OR BAGGED:	Bulk

LOCATION CLEANED	SURFACE PREP REQ.	PROFILE	COMMENTS
No surface prep today		--	

COATING APPLICATION

MATERIAL	N140-15BLA Part-A Tank White	MATERIAL	N140-140B Part-B
BATCH NUMBER	2001043 5/20/21 Batch Date	BATCH NUMBER	2000789 5/07/21 Batch Date
THINNER	No.4	THINNER	--
APPLICATION METHOD	Brush / Roller	APPLICATION METHOD	--
LOCATION APPLIED	Third coat spot repair dry interior first platform Pending	LOCATION APPLIED	--

MATERIAL	3600-0861A PROBOND Part-A POP GREEN Intermediate coat	MATERIAL	3600-3600B PROBOND (AMINE)
BATCH NUMBER	1004180 6/10/21	BATCH NUMBER	1004181 5/10/21
THINNER	No.2	THINNER	--
APPLICATION METHOD	Roller	APPLICATION METHOD	--
LOCATION APPLIED	Exterior West 1/2 Pedestal, roof, and cone. Along with the dry interior ladder rungs.	LOCATION APPLIED	--

WEATHER

SLING PSYCHROMETER: Bacharach			TEMPERATURE GUAGE:		Raytech MT2
TIME	DRY BULB	WET BULB	DEW POINT	RELATIVE HUMIDITY	SURFACE TEMP
9:00am	60	53	47	63	68F
12:00pm	67	56	48	50	71F
2:00	68	55	44	43	70F

GENERAL	MORNING			AFTERNOON	
TIME	8-10	10-12	12-3	3-6	
SUNNY	X	X	X	X	
CLOUDY					
RAINING					
SNOWING					
FOGGY					
WIND > 15MPH	3-7mph	X	X	X	
WIND DIRECTION	North	North	North	North	

MATERIALS

DELIVERED	MANUFACTURE	SERIES	COLOR	QUANTITY (GALLONS)	BATCH NUMBER
	Tnemec	N140-15BLA Part-A	Tank White	5@5Gals	2001043 5/20/21 Batch Date
	Tnemec	N140-140B Part-B	Converter	5@5Gals	2000789 5/10/21 Batch Date
	Tnemec	F041-004 No.4 Thinner	Clear	2@5Gals	1000139 3/03/21 Batch Date
	Tnemec	F041-0039 No.39 Thinner	Clear	3@5Gals	KC2021010479
	Tnemec	1074UP-25BLA Part-A ENDURA-SHIELD II	Fountain blue	7@3Gals	2001261 5/26/21 Batch Date
	Tnemec	1074-1075B-HG 1075/1075 Part-B	Converter	7@3Gals	KC2021010479
	Tnemec	3600-0861A PROBOND Part-A	POP GREEN	14@1Gal.	1004180 6/10/21
	Tnemec	3600-3600B PROBOND	AMINE	14@1Gal.	1004181 5/10/21

INSPECTION - Dry

DRY FILM GUAGE		Positector 6000						RUNS, SAGS, DRIPS	MISSES OR SKIPS	OVER SPRAY	MARS OR SCRAPES	ENT SAN D	COMMENTS: wet interior SPEC 10.0-12.0 MILS Total Build
LOCATION	COAT	EST. CURE	BMR	LOW DFT Read Avg	HIGH DFT Read Avg	AVG DFT							
No testing today													


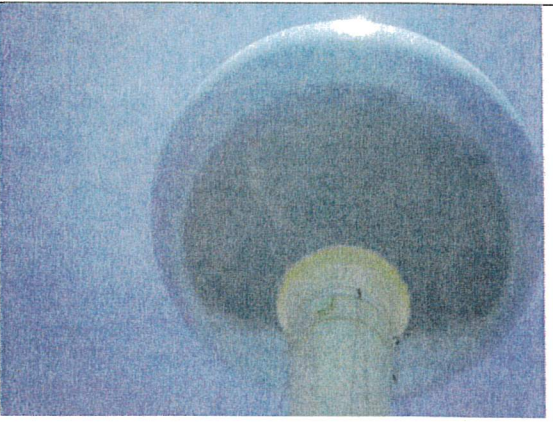
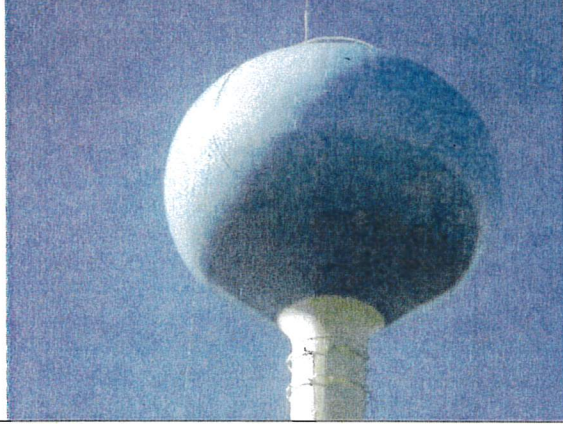
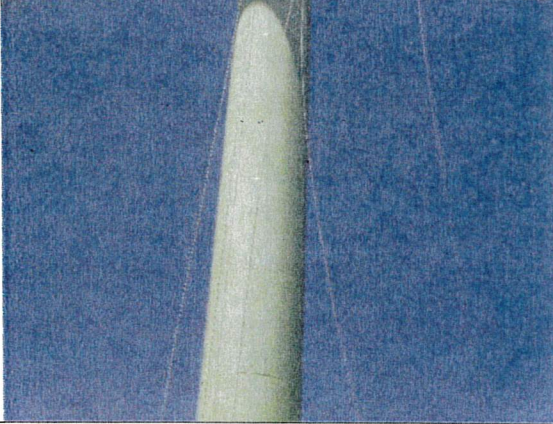
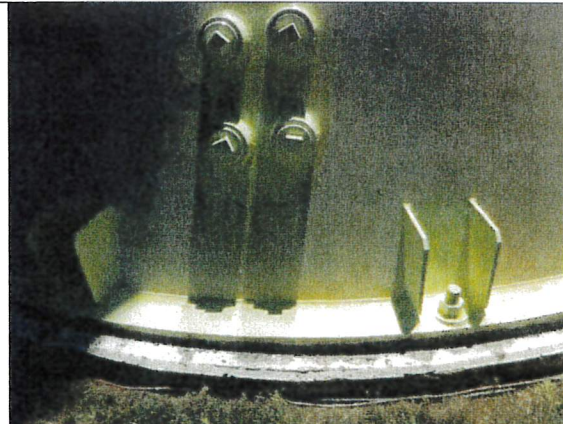
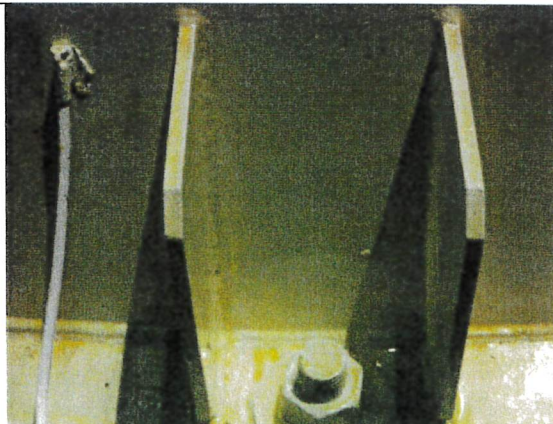
REPAIRS

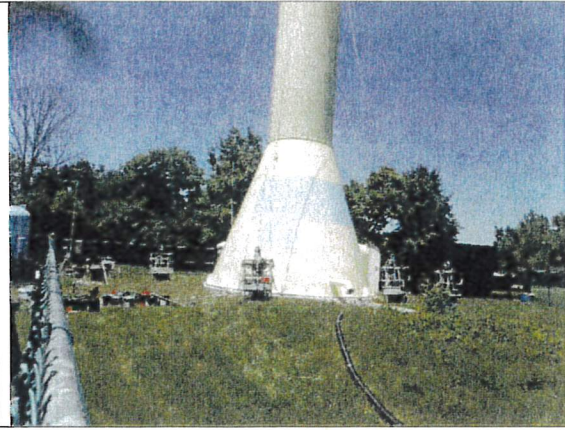
Brief Description	Division and Page in Specification	Complete	Comments
Clean and weld exterior tank anchor bolts.	09910-F1 Page-1	N/A	Bolts were found to have already been welded prior to start of work.
Repair concrete foundation inside and outside.	09910-F2 Page-1	Yes	Pending coating
Repairs to condensation platform.	09910-F4 Page-1	No	Welding of couplings on both floor and overflow pipe have been completed.
Provide new bolts, nuts, and gasket on manways.	09910-F5 Page-1	No	Bolts for wet interior manway are good and will be cleaned, painted, and reused.
Replace roof vent.	09910-F6a Page-2	No	Welding of new exterior chimney on roof has been completed. New vent has not been delivered to site.
Clean and repair aviation light.	09910-F6b Page-2	N/A	New aviation light had already been installed on roof prior to start of work.
Install new wet interior ladder.	09910-F6c Page-2	Yes	Welding of wet interior ladder has been completed.
Install wet interior fall prevention on ladder.	09910-F6c Page-2	No	Work not started. Has not been delivered to site.
Furnish and install a new safety grate at condensation plate opening.	09910-4b Page-1	N/A	Safety grate already in place.

MISCELLANEOUS

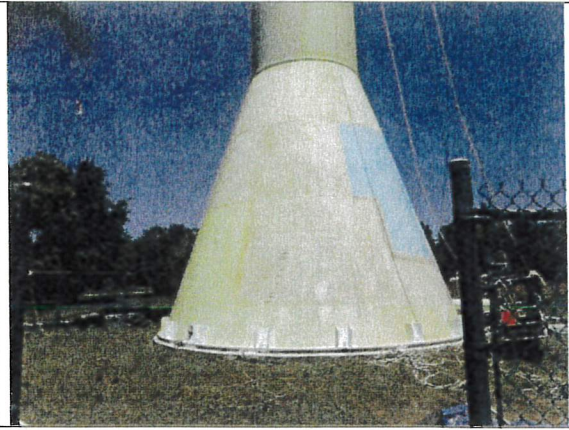
Crew of 3 including foreman on site today.
--

1. Complete Holiday testing.
2. Complete exterior intermediate coat ProBond 3600.
3. Complete exterior finish coat.
4. Complete dry interior spot repair painting.
5. Install new roof vent.
6. Install new condensation drain.
7. Install wet interior fall prevention.
8. Repair concrete foundation.
9. Repair land scaping.
10. remove equipment and clean site.
11. Power wash the dry interior (Access tube, pedestal, and Cone).
12. Repair fill pipe insulation.
13. Provide OSHA required signage and install on exterior access door to tank.

	
<p>Exterior view of both the finish and intermediate coat.</p>	<p>Exterior view of both the finish and intermediate coat.</p>
	
<p>Exterior view of both the finish and intermediate coat.</p>	<p>Exterior view pedestal (ProBond) intermediate coat.</p>
	
<p>Exterior view Cone (ProBond) intermediate coat.</p>	<p>Exterior view Cone (ProBond) intermediate coat.</p>



Exterior view Cone (ProBond)
intermediate coat.



Exterior view Cone (ProBond)
intermediate coat.



Nelson Tank Engineering
& Consulting, Inc.

DESCRIPTION:	250,000 Gal. Spheroid	INSPECTOR:	James Gardner
OWNER:	Village of Waynesville	PROJECT ENGINEER:	Choice One Engineering
LOCATION:	8899 Ferry Rd	CONTRACTOR:	L&T Painting
CONTRACT:	Weld Repairs/Clean and Paint	FOREMAN:	Alex
REPORT #:	24	DATE:	6/24/21

PURPOSE:	Final inspection to both review repairs and final coat.
----------	---

STATUS:	WET INTERIOR % COMPLETE	DRY INTERIOR % COMPLETE	EXTERIOR % COMPLETE
SURFACE PREP	100%	100% Spot repairs Dry interior power washed.	100% Pressure Washing 100% Spot Repairs
PRIME	100%	100% spot repairs	100% Spot Repairs / primer
STRIPE	100%	N/A	N/A
INTERMEDIATE	100%	100% ProBond 3600 Spot repairs	100% ProBond 3600
FINISH	100%	100%	100%

COATING APPLICATION

MATERIAL	N140-15BLA Part-A Tank White	MATERIAL	N140-140B Part-B
BATCH NUMBER	2001043 5/20/21 Batch Date	BATCH NUMBER	2000789 5/07/21 Batch Date
THINNER	No.4	THINNER	--
APPLICATION METHOD	Brush / Roller	APPLICATION METHOD	--
LOCATION APPLIED	Spot repair dry interior first platform, ladder rungs, and dry interior foundation.	LOCATION APPLIED	--

WEATHER

SLING PSYCHROMETER: Bacharach			TEMPERATURE GAUGE:		Raytech MT2
TIME	DRY BULB	WET BULB	DEW POINT	RELATIVE HUMIDITY	SURFACE TEMP
10:30	77	67	62	60	82F

GENERAL	MORNING		AFTERNOON	
TIME	8-10	10-12	12-3	3-6
SUNNY	X	X	X	X
CLOUDY				
RAINING				
SNOWING				
FOGGY				
WIND > 15MPH	X	X	X	X
WIND DIRECTION	South	South	South	South

MATERIALS

DELIVERED	MANUFACTURE	SERIES	COLOR	QUANTITY (GALLONS)	BATCH NUMBER
	Tnemec	N140-15BLA Part-A	Tank White	5@5Gals	2001043 5/20/21 Batch Date
	Tnemec	N140-140B Part-B	Converter	5@5Gals	2000789 5/07/21 Batch Date
	Tnemec	F041-004 No.4 Thinner	Clear	2@5Gals	1000139 3/03/21 Batch Date

INSPECTION – Dry

DRY FILM GUAGE:		Positector 6000						RUNS, SAGS, DRIPS	MISSES OR SKIPS	OVER SPRAY	MARS OR SCRAPES	ENT. SAND	COMMENTS: wet interior SPEC.10.0 -12.0 MILS Total Build
LOCATION	COAT	EST. CURE	BMR	LOW DFT Read. Avg.	HIGH DFT Read. Avg.	AVG DFT							
First platform third coat N140	Third	24hr	--	7.9	13.5	10.2	No	No	No	No	No	Met	

REPAIRS

Brief Description	Division and Page in Specification	Complete	Comments
Clean and weld exterior tank anchor bolts.	09910-F1 Page-1	N/A	Bolts were found to have already been welded prior to start of work.
Repair concrete foundation inside and outside.	09910-F2 Page-1	Yes	Two coats applied ProBond 3600 and N140 White finish coat.
Repairs to condensation platform.	09910-F4 Page-1	Yes	Condensation drain Parts on site and installed.
Provide new bolts, nuts, and gasket on manways.	09910-F5 Page-1	Yes	Manways parts on site and installed.
Replace roof vent.	09910-F6a Page-2	Yes	Vent on site and installed.
Clean and repair aviation light.	09910-F6b Page-2	N/A	New aviation light had already been installed on roof prior to start of work.
Install new wet interior ladder.	09910-F6c Page-2	Yes	Installed and coated.
Install wet interior fall prevention on ladder.	09910-F6c Page-2	Yes	Galvanized cable-Fall prevention parts on site and installed.
Furnish and install a new safety grate at condensation plate opening.	09910-4b Page-1	N/A	Safety grate already in place.

MISCELLANEOUS

1	Crew of 3 including foreman on site today.
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PUNCH LIST

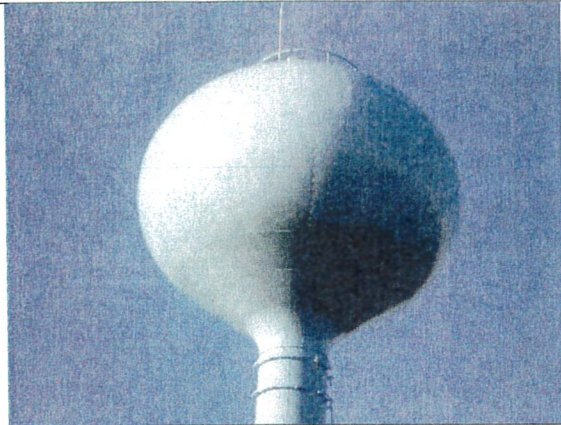
1. Complete Holiday testing.
2. Complete exterior intermediate coat ProBond 3600.
3. Complete exterior finish coat.
4. Complete dry interior spot repair painting.
5. Install new roof vent.
6. Install new condensation drain.
7. Install wet interior fall prevention.
8. Repair concrete foundation.
9. Repair land scaping.
10. Remove equipment and clean site.
11. Power wash the dry interior (Access tube, pedestal, and Cone).
12. Repair fill pipe insulation.
13. Provide OSHA required signage and install on exterior access door to tank.
14. Close wet interior hatch and add 6.25 lbs. 65% dry chlorine to bowl.
15. Install OSHA signs on exterior door.
16. Replace failed light bulbs with LEDs in dry interior tank.



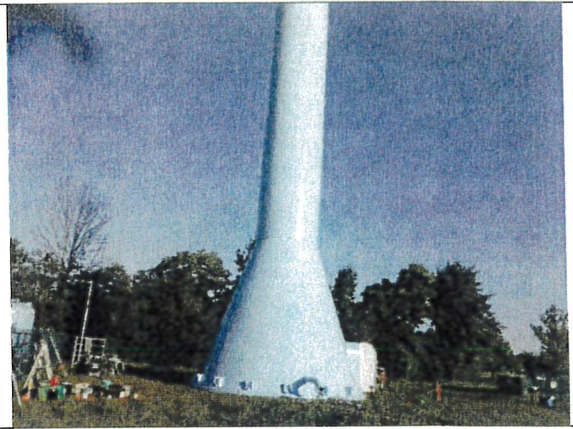
Exterior view of finish coat.



Exterior roof vent.



Exterior view of finish coat.



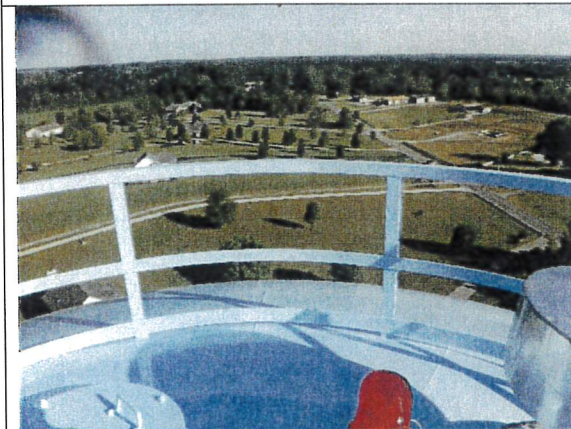
Exterior view of finish coat.



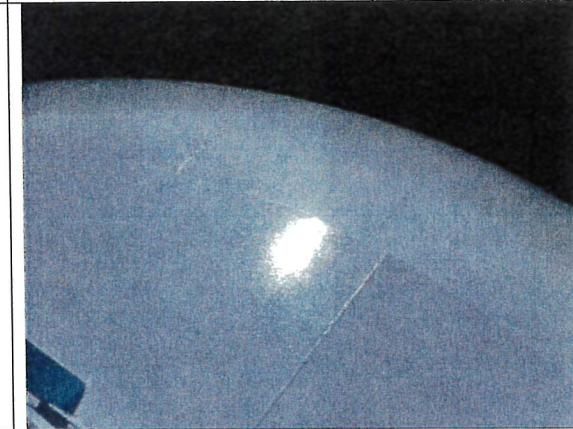
Exterior view of finish coat.



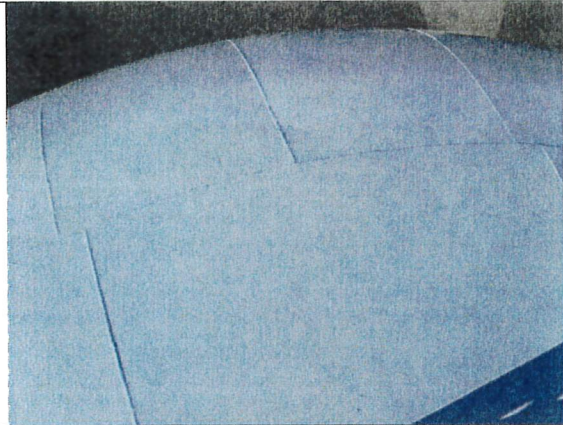
Exterior view of finish coat.



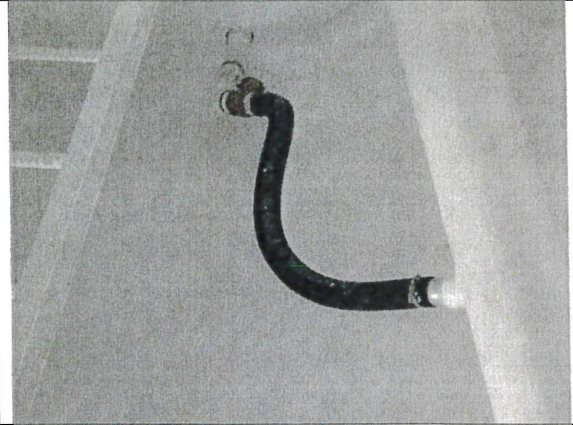
Exterior roof finish coat.



Exterior roof finish coat.



Exterior roof finish coat.



Condensation drain installed.



Tops of concrete foundation painted tank white.



Ladder rungs received finish coat Tnemec tank white



Condensation platform received third coat.



OSHA signs on the tank entrance door.



Filling of ruts in lawn completed.



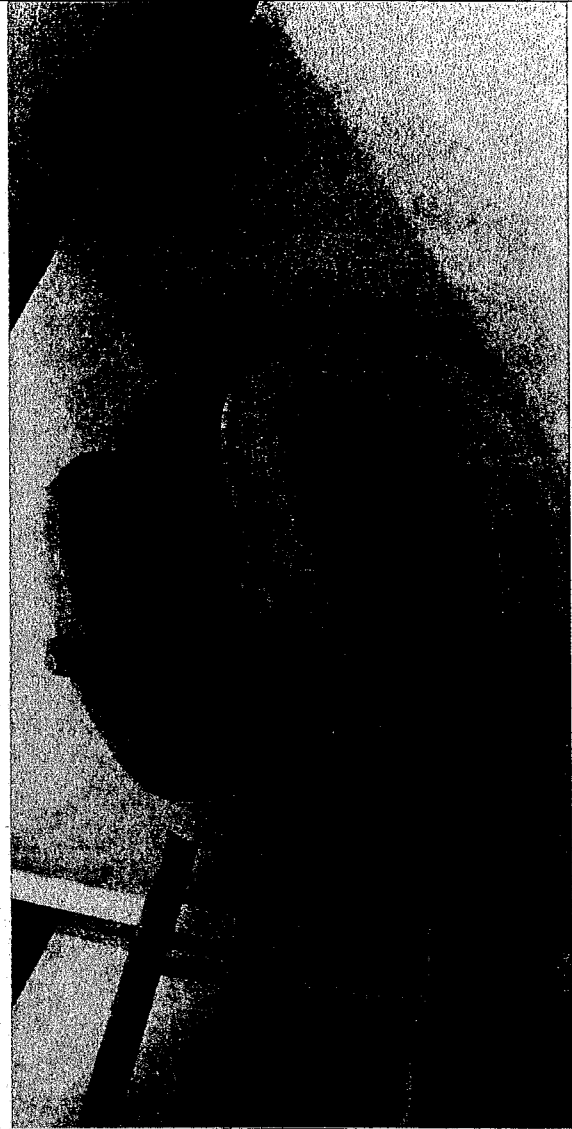
Filling of ruts in lawn completed.



Wet interior fall prevention in place.



Wet interior fall prevention in place.



Wet interior hatch closed and chlorine added.



DESCRIPTION:	250,000 Gal. Spheroid	INSPECTOR:	James Gardner
OWNER:	Village of Waynesville	PROJECT ENGINEER:	Choice One Engineering
LOCATION:	8899 Ferry Rd	CONTRACTOR:	L&T Painting
CONTRACT:	Weld Repairs/Clean and Paint	FOREMAN:	Alex
REPORT #:	21	DATE:	6/21/21

PURPOSE:	To monitor second coat application on the exterior pedestal and spot repair of dry interior tank.
----------	---

STATUS:	WET INTERIOR % COMPLETE	DRY INTERIOR % COMPLETE	EXTERIOR % COMPLETE
SURFACE PREP	100%	100% Spot repairs Dry interior power washed.	100% Pressure Washing
PRIME	100%	95% spot repairs	100% Spot Repairs / primer
STRIPE	100%		N/A
INTERMEDIATE	100%		60%
FINISH	100%		45%

SURFACE PREPARATION

COMPRESSOR:	Sullair 1600H	OUTPUT PRESSURE:	140psi
# OF BLASTERS:	Blast cleaning has been completed	PRESSURE AT NOZZLE:	--
ABRASIVE:	Black Diamond	BULK OR BAGGED:	Bulk

LOCATION CLEANED	SURFACE PREP REQ.	PROFILE	COMMENTS
No surface prep today		--	

COATING APPLICATION

MATERIAL	N140-15BLA Part-A Tank White	MATERIAL	N140-140B Part-B
BATCH NUMBER	2001043 5/20/21 Batch Date	BATCH NUMBER	2000789 5//07/21 Batch Date
THINNER	No.4	THINNER	--
APPLICATION METHOD	Brush / Roller	APPLICATION METHOD	--
LOCATION APPLIED	Third coat spot repair dry interior first platform	LOCATION APPLIED	--

MATERIAL	3600-0861A PROBOND Part-A POP GREEN Intermediate coat	MATERIAL	3600-3600B PROBOND (AMINE)
BATCH NUMBER	1004180 6/10/21	BATCH NUMBER	1004181 5/10/21
THINNER	No.2	THINNER	--
APPLICATION METHOD	Roller	APPLICATION METHOD	--
LOCATION APPLIED	Exterior Pedestal	LOCATION APPLIED	--

WEATHER

SLING PSYCHROMETER: Bacharach			TEMPERATURE GAUGE:		Raytech MT2
TIME	DRY BULB	WET BULB	DEW POINT	RELATIVE HUMIDITY	SURFACE TEMP
8:00am	77	72	70	79	79F
10:00	80	73	70	72	86F
12:00pm	80	70	65	61	85F

GENERAL				
TIME	MORNING		AFTERNOON	
	8-10	10-12	12-3	3-6
SUNNY				
CLOUDY	X	X	X	X
RAINING				
SNOWING				
FOGGY				
WIND > 15MPH	X	X	X	X
WIND DIRECTION	SSW	SW	SW	SW

MATERIALS

DELIVERED				
MANUFACTURE	SERIES	COLOR	QUANTITY (GALLONS)	BATCH NUMBER
Themec	N140-15BLA Part-A	Tank White	5@5Gals	2001043 5/20/21 Batch Date
Themec	N140-140B Part-B	Converter	5@5Gals	2000789 5/07/21 Batch Date
Themec	F041-004 No.4 Thinner	Clear	2@5Gals	1000139 3/03/21 Batch Date
Themec	F041-0039 No.39 Thinner	Clear	3@5Gals	KC2021010479
Themec	1074UP-25BLA Part-A ENDURA-SHIELD II	Fountain blue	7@3Gals	2001261 5/26/21 Batch Date
Themec	1074-1075B-HG 1075/1075 Part-B	Converter	7@3Gals	KC2021010479
Themec	3600-0861A PROBOND Part-A	POP GREEN	10@1Gal.	1004180 6/10/21
Themec	3600-3600B PROBOND	AMINE	10@1Gal.	1004181 5/10/21

INSPECTION - Dry

DRY FILM GUAGE		Positector 6000										
LOCATION	COAT	EST. CURE	BMR	LOW DFT Read Avg	HIGH DFT Read Avg	AVG DFT	RUNS, SAGS, DRIPS	MISSES OR SKIPS	OVER SPRAY	MARS OR SCRAPES	ENT SAND	COMMENTS: wet interior SPEC:10.0-12.0 MILS Total Build
Dry interior first platform	second	24hr	--	5.6	8.2	7.0	No	No	No	No	No	Additional coat needed
Dry interior second platform	second	24hr	--	7.5	12.9	10.2	No	No	No	No	No	Met

REPAIRS

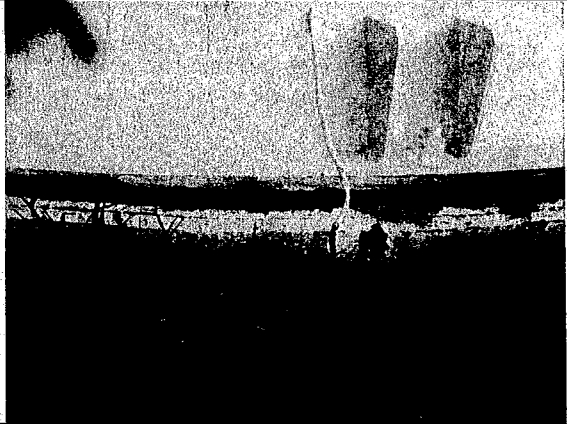
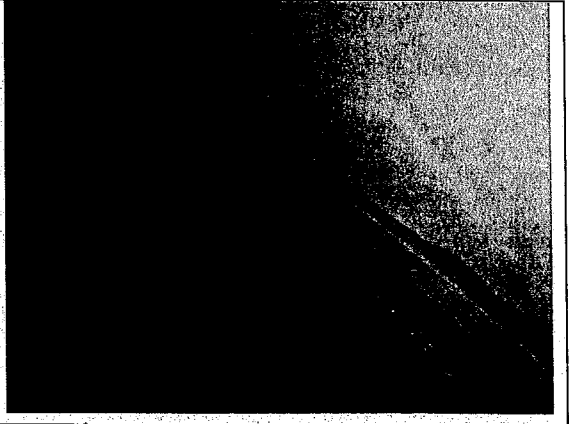
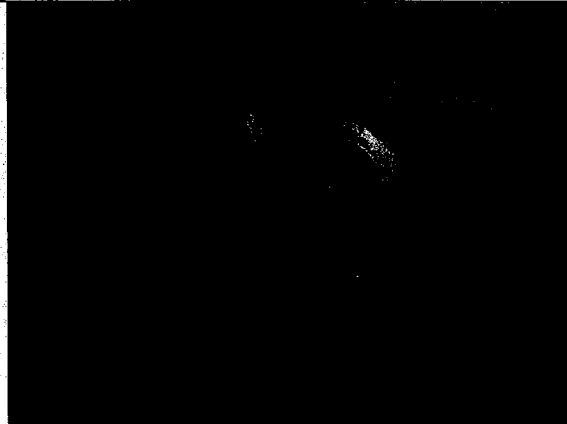
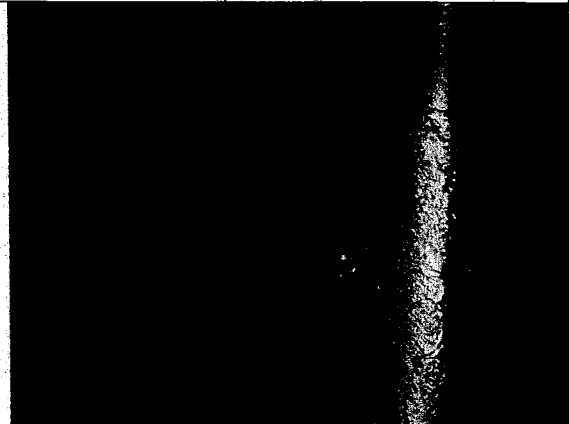
Brief Description	Division and Page in Specification	Complete	Comments
Clean and weld exterior tank anchor bolts.	09910-F1 Page-1	N/A	Bolts were found to have already been welded prior to start of work.
Repair concrete foundation inside and outside.	09910-F2 Page-1	Yes	Pending coating
Repairs to condensation platform.	09910-F4 Page-1	No	Welding of couplings on the floor and overflow pipe have been completed.
Provide new bolts, nuts, and gasket on manways.	09910-F5 Page-1	No	Bolts for wet interior manway are good and will be cleaned, painted, and reused.
Replace roof vent.	09910-F6a Page-2	No	Welding of new exterior chimney on roof has been completed. New vent has not been delivered to site.
Clean and repair aviation light.	09910-F6b Page-2	N/A	New aviation light had already been installed on roof prior to start of work.
Install new wet interior ladder.	09910-F6c Page-2	Yes	Welding of wet interior ladder has been completed.
Install wet interior fall prevention on ladder.	09910-F6c Page-2	No	Work not started. Has not been delivered to site.
Furnish and install a new safety grate at condensation plate opening.	09910-4b Page-1	N/A	Safety grate already in place.

MISCELLANEOUS

Crew of 3 including foreman on site today.
--

PUNCH LIST

1. Complete Holiday testing.
2. Complete exterior intermediate coat.
3. Complete exterior finish coat.
4. Complete dry interior spot repair painting.
5. Install new roof vent.
6. Install new condensation drain.
7. Install wet interior fall prevention.
8. ~~Repair concrete foundation.~~
9. Repair land scaping.
10. remove equipment and clean site.
11. Power wash the dry interior (Access tube, pedestal, and Cone).
12. Repair fill pipe insulation.

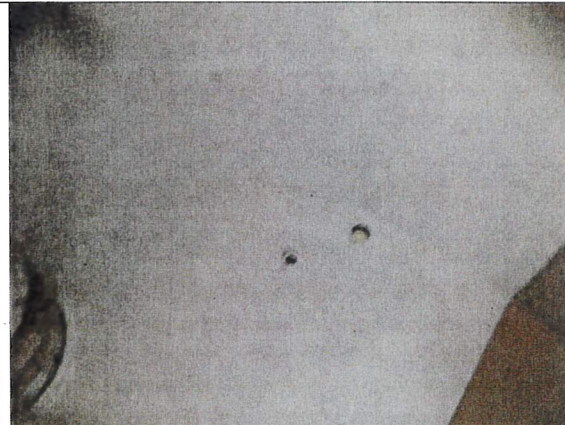
	
Exterior foundation grout repair.	Interior foundation grout repair.
	
Spot repairs dry interior cone.	Spot repairs dry interior condensation drain.



Spot repairs dry interior condensation platform.



Spot repairs dry interior condensation platform.



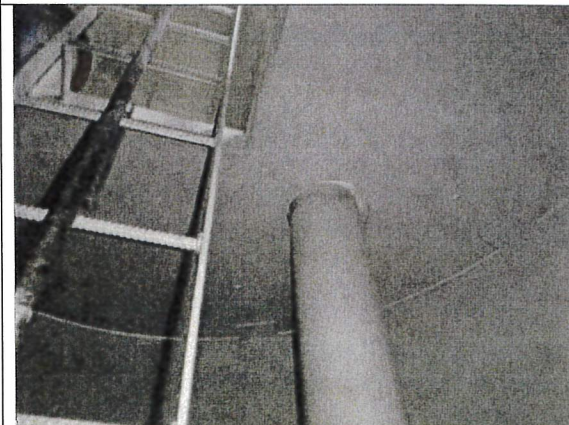
Top of condensation platform floor.



Fill pipe insulation repairs pending.



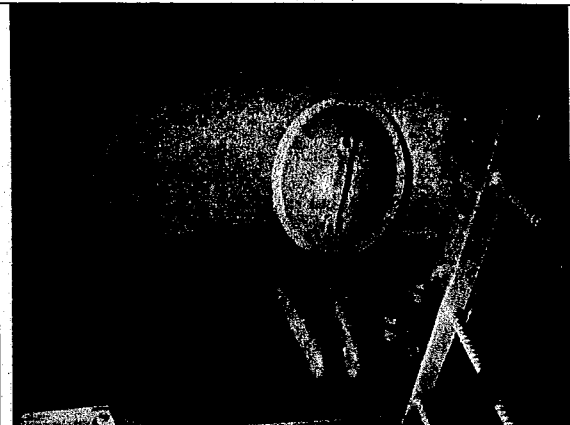
Dry interior pedestal second coat.



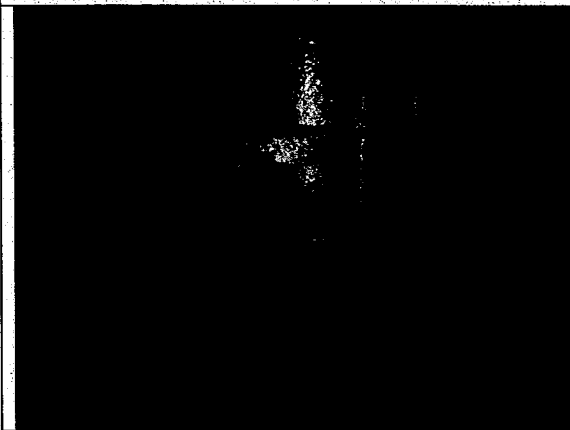
Dry interior pedestal at bottom of second platform second coat.



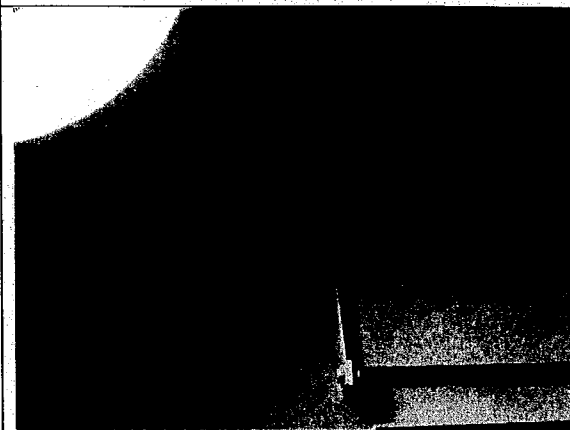
Fill pipe insulation repairs pending.



Dry interior second platform second coat.



Dry interior overflow pipe second coat.



Dry interior second platform second coat.



Dry interior inverted cone second coat.



Dry interior access tube second coat.



Dry interior second platform second coat.



Dry interior access tube second coat.



Exterior view tank.



Exterior view tank.



Exterior view tank.



Exterior view tank.

Bill White
West Central Ohio Amateur Radio Association
8940 Haines Road
Waynesville, Ohio 45068

June 23, 2021

Gary Copeland
Village of Waynesville Manager
1400 Lytle Road
Waynesville, Ohio 45068

Dear Gary,

You may remember that I talked to you some time back about the possibility of using the water tower at Haines and Ferry for a small remote receiver and antenna for the West Central Ohio Amateur Radio Association. This group is a 501 (c)(3) not-for-profit, public service organization. As such it uses donations to purchase and maintain their systems and has no commercial income to support rent, etc. Currently, tower space and site locations have been donated by WHIO TV, WHIO FM, WPTD TV, WCMH TV, American Tower, P&R Communications, and Kettering Health.

Would you please present the attached request to the Village of Waynesville Council for their review? I would be more than happy to answer questions or attend as needed.

Thank you for your kind consideration,

Bill White
937-623-8979

Site Request

The West Central Ohio Amateur Radio Association (WCOARA) requests the use of an unused RF Cable and Antenna mount on the water tower located at Ferry and Haines Road owned by the Village of Waynesville, Ohio. This use is to provide a remote input into our wide area coverage radio system.

The WCOARA is a 501 (c)(3) not-for-Profit, Charitable public service organization, chartered in Ohio. It has no administrative costs as all officers are volunteers. Its purpose is to supply free radio communications in West and Central Ohio for the use of any licensed amateur radio operator and to support any community or agencies with public service or emergency communication. As an example of its capabilities, it can provide backup emergency radio communications with counties in South West/Western Ohio and the State of Ohio Emergency Management Agency in Columbus.

It historically has also served as a communications hub for many community and organizational events such as triathlons, walks, fundraisers, biking events, parades, etc. It has supported, as an example, the American Red Cross, the Amateur Radio Emergency Service, Kettering Hospital, Grandview Hospital, Sycamore Hospital, WPTD Auction, Veterans Administration ARA, Cities of Dayton, Kettering, Germantown, Miamisburg, the Kettering College, Spring Valley Academy, MS society and many more.

Warren county, and in particular Waynesville, is under served by the WCOARA system as the Little Miami River Valley blocks the ability of the system's main receiver, located in West Dayton, from adequately receiving users signals. Thus we are looking for a suitable site to help augment and serve the Waynesville and upper Warren County with a small remote receiver package. We hope that you will grant us the privilege to serve these areas better.

Notes:

- WCOARA will supply the equipment needed and maintain said equipment.
- WCOARA will attempt to reuse the existing abandoned RF cable.
- WCOARA technician will only access the equipment in the tower base when a Waynesville water dept. employee is present.
- WCOARA will use a professional, bonded, climber for any installs on the tower that are needed.
- A single 110-120 Volt power plug would be supplied by existing tower power.
- Power consumption is about that of a 100 watt light bulb.
- WCCOARA may replace the existing unused antenna with a smaller, lighter one designed for the WCOARA 145.110 MHz frequency.

Dug Rite Excavating
1297 OBANNONVILLE ROAD
LOVELAND, OH 45140
(513)403-7647

Estimate

ADDRESS
Waynesville

ESTIMATE # 1070
DATE 06/22/2021
EXPIRATION DATE 07/22/2021

ACTIVITY	QTY	RATE	AMOUNT
City Sidewalk			
Labor Approximately 1200 ft of new sidewalk to be installed Restoration from curb to sidewalk Seed and straw Removal of approx two trees	1	34,900.00	34,900.00
TOTAL			\$34,900.00

Accepted By

Accepted Date

Gary Copeland

From: Jacob Bertke <jlb@choiceoneengineering.com>
Sent: Friday, July 16, 2021 9:08 AM
To: Gary Copeland
Subject: Lead Service Line Funding Summary

Chief,

I was able to have a conversation with Debbie Nicholas at the EPA and here is a summary of what I think you should tell council based on our discussion.

- 1) **Unfortunately, there is no way for you to know for sure whether or not you are getting Principal Forgiveness money until you are ready to apply for your construction loan.** The PF money is distributed on a "first come, first serve" basis, and they can't guarantee it to you until you're at a point you're ready to bid the project and apply for the loan. This means that you would have to go through the engineering without knowing for sure if you'd get funding. This puts you in an impossible spot because I know you would prefer not to pay for engineering without knowing if you're getting funding. But, if you would self funded engineering you could move your loan date up you would improve your chances.
- 2) There is no reason to even consider doing the project, at this point, if you don't want to self fund the engineering. That won't allow us to get a construction loan until after this program year has ended (the program year ends in June 22, and the schedule would push us back until September).
- 3) If you do self fund the engineering, we think we could realistically ask for a construction loan in March. This would give you a chance of getting funded, but obviously no guarantee.
- 4) Any project costs related to the replacement of lead or galvanized service lines are eligible for PF money. This includes restoration, contingency for repairing storm tiles, etc. She did say though that replacements of meters/meter pits aren't eligible. You did have meter/pit replacement in your scope of work. Therefore, based on your estimate, about \$650,000 (80%) would be eligible for PF and \$160,000 (20%) would not be eligible.

One other thing that came out of our conversation is that we may be able to save some costs on Engineering if we limit the amount of the survey we are doing. The EPA would not require us to do full survey up to the houses, but we still believe we should at least do full survey in the right-of-way, and then shoot the front house corners. If we would try to bid the project without doing any survey, you'd be setting yourselves up for the potential for a ton of change orders because the contractors will have a lot of unknowns about underground utilities, etc. when they go to bid it. We would just do away with doing full survey in the yards. We think this would save you about \$7,500-\$8,000 on survey. (Which would put us under 60k total for engineering.)

You will also potentially save on the engineering once you do the door-to-door investigation to determine the service material. If it turns out that you have lead services concentrated in a smaller areas than what we assumed when we priced the survey/design, then we would be able narrow down the areas where survey/design are needed and refine our number. Therefore, it may make sense to just authorize us to do the door-to-door stuff to help identify where the lead services are (this is something that eventually is going to required from EPA based on their lead service mapping requirements anyway). Then, if we could nail down an engineering cost, it could

give you a better idea if you're willing to take the risk moving forward with the engineering, not knowing for sure if you'll get funded.

Please give me a call if any of this is unclear.

Thank you,

Jake Bertke, P.E.
Project Manager for **Choice One Engineering**
513.239.8554 **Office** | 513.781.1621 **Cell**



CALLS FOR SERVICE

From Date: 6/1/2021 12:00:00am

To Date: 6/30/2021 11:59:59pm

Type Description	Count
911 Hangup	14
911 Silent	5
Alarm - Business	12
Alarm - Financial Institution	4
Alarm - Residential	6
Animal Complaint	4
Attempt to Locate	4
Business Check	126
Citizen Assist	10
Civil Process	12
Criminal Warrant	3
Disorderly Conduct/Intox Subj.	2
Dispute - Tenant/Neighbor	2
Domestic Violence - Physical	1
Domestic Violence - Verbal	4
Escort	5
Extra Patrol	106
Fire - Electric Hazard	1
Fire - Elevator Rescue	1
Fire - Fire Alarm	3
Fire - Service Call	5
Follow Up Investigation	11
Intoxicated Driver	8
Juvenile Complaint	1
Lock Out	8
Medical	33
Mental Disorder	3
Missing Person/Runaway	1
Mutual Aid	1
Noise Complaint	4
Notification Only	4
Overdose	3
Parking Complaint	1
Phone Call	17
Road Hazard/Disabled Vehicle	11
Suspicious Person	6
Suspicious Vehicle	8
Theft	1
Traffic Crash Non Injury	11
Traffic Crash Unk Injuries	2
Traffic Offense	1
Traffic Stop	84
Trespassing	3
Unknown Nature	2
Utility Problem	4
Warrant Confirmation	2
Well Being Check	6
TOTAL	566

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for June 2021

Page : 1
Report Date : 07/01/2021
Report Time : 15:59:59

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$0.00	\$0.00	\$10.00
COMPUTER FUND	\$549.00	\$2,510.00	\$1,862.00
LOCAL COSTS	\$2,417.00	\$10,893.00	\$7,766.75
Additional Costs	\$0.00	\$39.00	\$29.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$6,960.00	\$31,897.50	\$21,298.00
Fees			
Fees	\$390.00	\$1,334.50	\$1,746.69
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-1,030.41
Bond Forfeits			
Bond Forfeits	\$0.00	\$125.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$10,316.00	\$46,799.00	\$31,682.03
State Revenue From:			
Court Costs			
GENERAL REVENUE	\$0.00	\$0.00	\$15.00
VICTIMS OF CRIME	\$549.00	\$2,493.00	\$1,855.75
DRUG LAW ENFORCEMENT FUND	\$196.00	\$906.50	\$675.50
INDIGENT DEFENSE SUPPORT FUND	\$1,535.00	\$6,905.00	\$5,090.00
Total to State:	\$2,280.00	\$10,304.50	\$7,636.25
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$84.00	\$388.50	\$289.50
Restitution			
Restitution	\$30.00	\$140.00	\$2,282.58
Total to Other:	\$114.00	\$528.50	\$2,572.08
TOTAL REVENUE *	\$12,710.00	\$57,632.00	\$41,890.36
*Includes credit card receipts of	\$2,830.00	\$19,764.00	\$16,501.77

END OF REPORT

VILLAGE OF WAYNESVILLE POLICE DEPARTMENT SPECIAL DUTY DETAIL AGREEMENT

The parties to this Agreement are the Village of Waynesville (hereinafter referred to as the "Village") and the Waynesville Area Chamber of Commerce (hereinafter referred to as the "Company"). The purpose of this Agreement is to provide Special Duty detail services to the Company by police officers employed by the Village.

Now, therefore, the parties, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. The approval to work Special Duty details is at the sole discretion of the Village and its Chief of Police and may be refused depending on the type of Special Duty detail services being requested by the Company.
2. All Special Duty details shall be for a minimum of two (2) hours duration. Special Duty detail rates are a minimum Twenty Dollars (\$20.00) per hour per officer. Minimum cost per officer is Forty Dollars (\$40.00). In the event a Detail Supervisor is needed, this position will be filled at the rank of Sergeant or higher. The detail supervisor will be paid at a minimum rate of Twenty-Five Dollars (\$25.00) per hour.
 - a. For every three officers assigned to the detail, a Detail Supervisor must be hired.
 - b. The Chief of Police will consult with the Company to determine the number of officers needed on the detail. The final decision for the number of officers needed to adequately staff the detail will be determined by the Chief of Police.
3. Minimum staffing shall be established at the discretion of the Village, particularly in instances of large crowds or traffic control in consideration of public and officer safety. Minimum staffing shall be established by the Village at the time of scheduling.
4. Use of marked police cruisers shall be an additional Ten dollars (\$10.00) per hour per vehicle. There is no minimum time for the use of cruisers, but cruisers will be billed in one (1) hour increments. Payment for cruiser usage shall be made directly to Village upon receipt of invoice.
5. In the event it is necessary to cancel a detail, the Company shall notify the Village during normal business hours 8am-4pm Monday—Friday. In the event that it becomes necessary to cancel a detail on a weekend or on a holiday, the Company shall call the Police Chief and leave a voice mail message unless a different method of communication has been established between the Village and the Company.

6. If the Company fails to cancel a detail within two (2) hours of the scheduled start time of the detail, the Company will be responsible for the two (2) hour minimum payment owed, per officer, unless otherwise agreed to by the parties.

7. All details shall be paid immediately upon completion or by invoice sent to the Company once the detail is complete. Checks issued to the officers for payment must be made to the officer directly in his or her name. All Special Duty details shall also be subject to an additional administrative fee, as determined by the Village. Special Duty details requiring excessive time for scheduling, altering of hours, and/or invoicing may be subjected to those administrative costs incurred, which are at the Special Duty detail rate with no minimum in hours charged. The administrative fee will be calculated in accordance with the size, length and duties of each event and a cost assessment will be determined prior to the event.

a. In the event the detail is invoiced, the Company will pay such invoice within two weeks of receipt. If the Company fails to pay the invoice in full within the two week period the Village reserves the right, at its discretion, to charge the Company an additional ten percent (10%) of the amount due per officer.

8. Officers working Special Duty details for Company are bound by all Rules and Regulations, Policies and Procedures, and General Orders utilized by Waynesville Police Department personnel acting in their regular capacity as police officers and employees of the Village of Waynesville. These officers shall not be considered employees of Company, but rather shall be considered independent contractors.

9. The Company will indemnify, defend, protect, and hold the Village, its employees, officers, and officials harmless for any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, including attorney fees, arising from:

a. Negligent, reckless, or willful or wanton acts, errors or omissions by the Company, its agents, employees, licensees, contractors, or subcontractors;

b. the failure of the Company, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing service pursuant to this Agreement; and

c. Intentional misconduct of the Company, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

d. Notwithstanding the foregoing, Company shall not be liable for any loss, claims, expenses, causes of actions, costs, damages, or other obligations financial or otherwise,

arising from the negligent, reckless, or willful or wanton acts, errors, or omissions of the Village of Waynesville or the Waynesville Police Department and its members.

e. The parties acknowledge that the indemnification provisions of this section may be in conflict with the indemnification provisions found in the related Village of Waynesville Special Events Permit Application. It is the intent of the parties that the indemnification provisions of this section shall supersede and replace the indemnification provisions of the Village of Waynesville Special Events Permit Application.

10. Each party shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$2,000,000, which shall be maintained in force under a policy or policies issued by an issuer of recognized responsibility and licensed in the State of Ohio and which shall name the other party as an additional insured.

11. This Agreement contains the entire Agreement between the Company and the Village with respect to the subject matter thereof and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements otherwise not herein contained shall be of any force or effect.

12. No modification or amendment of any provision of this Agreement shall be effective unless made by special instrument, duly executed by the party to be bound thereby which refers specifically to this Agreement and states that an amendment or modification is being made in the respect as set forth in such amendment.

13. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

14. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require the performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same.

15. Neither party shall assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other.

16. The Waynesville Area Chamber of Commerce has agreed to pay \$10,000.00 for policing and other services for the 2021 Ohio Sauerkraut Festival. The remainder of the balance after the

police officers/village employees are paid will be made payable to the Village of Waynesville for administrative fees and other services rendered.

17. Village maintenance workers can be used for the "No Parking" signs & traffic control devices details at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement cost.

18. Village police clerk can be used as a contact for the Chamber should they need police services during festival. Village police clerk will work as a dispatcher at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement. Chamber agrees to have a separate radio channel specifically for police services only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates shown below.

Village of Waynesville

Waynesville Area Chamber of Commerce

Signature

Signature

Print / Title

Print / Title

Date

Date