



## **COUNCIL AGENDA**

**Monday, August 2, 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 19, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
- VI. Old Business
- VII. Reports
  - Standing Council Committees
    - a) Finance Committee
    - b) Public Works Committee
    - c) Special Committees
  - Village Manager's Report
  - Police Report
  - Finance Director's Report
  - Law Directors Report
- VIII. New Business:

**Legislation:**

**Reading of Ordinances and Resolutions:**

**First Reading of Ordinances and Resolutions:**

**2021-030:** AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING OBSERVED HOLIDAYS AND DECLARING AN EMERGENCY

**2021-031:** AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH COLLETT SERVICES IN AN AMOUNT NOT TO EXCEED \$4339 FOR PAVING SERVICES AT THE MUNICIPAL BUILDING PROPERTY AND DECLARING AN EMERGENCY

**2021-032:** AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTACT WITH WESTERN OHIO SALES, BEST EQUIPMENT COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE PURCHASE OF A REFURBISHED JOHN DEERE DIESEL 100 HP LEAF VACUUM

**2021-033:** AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO SCHOOL RESOURCE OFFICER AGREEMENTS WITH THE BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY

**Second Reading of Ordinances and Resolutions:**

**Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**August 16, 2021 at 7:00 pm**

*Upcoming Meetings and Events:*

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

Finance Meeting, August 19, 2021 @ 5:00 p.m.

**Village of Waynesville  
Council Meeting Minutes  
July 19, 2021 at 7:00 pm**

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

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

*CLERK’S NOTE- This is a summary of the Village Council Meeting held on Monday, July 19, 2021.*

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

Roll Call – 6 present

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

Motion – Gallagher  
Second – Lauffer

**Roll Call – 6 yeas**

**Mayor Acknowledgements**

Would like to recognize all the hard work by Eugene Isaacs for maintaining Veteran’s Park. He is a combat veteran and ensures the flags are put up and the park is kept clean.

It was discussed and agreed to put together a letter of appreciation from Council for Eugene Isaacs’s dedication to maintaining Veteran’s Park.

**Disposition of Previous Minutes**

Mrs. Miller made a motion to approve the minutes for the Council meeting on July 6, 2021 as written and Mr. Colvin seconded the motion.

Motion – Miller  
Second – Colvin

**Roll Call – 6 yeas**

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**Public Recognition/Visitor’s Comments**

At this time, Council discussed whether they would like to request a hearing for a liquor license for the Hammel House. Chief Copeland is unaware of any reasons to request a hearing.

Mayor Isaacs made a motion to not request a hearing for liquor license for Hammel House and Mr. Lauffer seconded the motion.

Motion – Isaacs  
Second – Lauffer

**Roll Call – 6 yeas**

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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. Ms. Crockett will be having a training session during this meeting to over fund accounting and report reading. There will also be a question-and-answer opportunity.

**Public Works Report**

Public Works next meeting is scheduled for August 2, 2021 at 6:00 p.m. The public is encouraged to attend and ask any questions about ongoing projects throughout the Village.

**Special Committee Report**

None

**Village Manager Report**

- Ferry Tower Project is completed. Nelson Tank did a great job supervising the project. Provided reports and pictures of the repairs. The tower is back on-line and functioning well.

- The amount the Village will receive from the American Rescue Plan is \$333, 213.12. The Village will receive \$166, 606.56 this year followed by the second payment of the same amount 12 months later. The amount has decreased because of the inclusion of townships. Wayne Township will be receiving \$591K and would like to see if they would collaborate on upcoming OPWC Grant opportunities. The funds will have to be allocated no later than December 31, 2024.
- The Village ranked sixth and seventh in the PY37 OPWC Grant for 2023. Applied for Franklin and Third Street.
- Repaired a collapsed storm drain on Franklin. The drain has been built up, curb placed around it, and a new grate installed.
- Provided photos of the new storage garage project going on at the Friend's Museum.
- Approached by Mr. White to place a HAMM radio antenna on Ferry tower. Do not think this is a good idea because of liability issues, may set a precedence, and this is a secured facility. Looking for guidance from Council on whether to allow this.
- Collecting quotes to seal coat and restripe the Government Center parking lot. This will preserve the parking lot and make it look uniform.
- EPanel has completed the storage barns including adding an inside throughway to all the buildings.
- Received a call from Mr. Lauffer concerning flooding at Pat's Gas. The Street Department cleaned out the drain, but it gets clogged up frequently from the overgrowth of trees and brush on private properties. Fed Excavating should be providing a quote to install a larger drain that will help prevent future flooding.
- Nathan from PCI has ordered parts to get the electrical upgrades to the well heads underway.
- Congratulations to Jamie Morley for being elected as a Village representative to the Board of Directors on the Ohio Municipal Clerks Association.
- The latest Wayne Local School project is underway. The contractors are moving along and doing a good job.
- Sue Mason of the Warren County Engineering Office has reviewed the three bids for the Franklin Sidewalk Project. Dug Rite has been awarded the contract. Made contact and sent letters to all residents that will be affected by the project. Everyone seems receptive to the new sidewalk.
- Kudos to Greg and Brian from the Street Department for placing barricades along the Fourth of July Parade route.
- The grant offered by the EPA to help residents replace lead service lines from the meter to the house has become so popular that the Village would have to fund the up-front cost of

engineering. This would cost the Village 65K and even with the engineering there is no guaranteed that the Village will be selected because there are so many applicants, there is a lottery to select municipalities to receive funding. Would like Council's input on how to proceed.

- Also seeking Council's input on how to address the newest federal holiday, Juneteenth. Since the holiday was recognized on the actual holiday, Warren County has offered employees an alternate date this year to observe the holiday. Suggesting the Village follow suit and give employees a flex day to be used before the end of 2021 and then from here on out, observe the holiday on June 19<sup>th</sup>.

## **Police Report**

- June calls for service and end of month Mayor's Court reports have been provided.
- Code enforcement officer has been making contacting with residents that are in violation and will provide a monthly report.
- Independence Day Parade went very well. Thank you to Katie Mackaway for getting the parade organized in such a short period of time.
- Provided a copy of the security agreement with Chamber of Commerce for the Sauerkraut Festival.
- Michelle Dickmeyer provided \$10 gift cards to the Butter Churn Cafe for the officers. Asking Council to accept the cards and will disperse them to the officers.

Ms. Dedden made a motion to accept the Butter Churn gift cards for the officers and Mr. Gallagher seconded the motion.

Motion – Dedden  
Second – Gallagher

## **Roll Call – 6 yeas**

Ms. Dedden made a motion to approve the Security Agreement with the Chamber of Commerce for the Sauerkraut Festival and Mr. Colvin seconded the motion.

Motion – Dedden  
Second – Colvin

## **Roll Call – 6 yeas**

Mr. Gallagher would like to grant permission to allow a HAMM radio antenna to be placed on the Ferry tower but feels the liability is too great. He also stated that this is a nonprofit organization, not an individual request. Mr. Gallagher wondered if this could provide backup communication in the time of extreme emergency. Mr. Colvin asked if this organization could provide something unique and benefit the taxpayers. Chief Copeland suggested not making any decisions until the topic could be further researched. He will speak with Paul Kindal and see

what his thoughts were on the antenna and providing communications during emergencies. Council agreed to revisit this at a future Council meeting.

Mr. Colvin addressed the question if the Village should move forward with pursuing the EPA grant to replace service lines from the meter to the house. He stated that he did not feel comfortable spending 65K on engineering to pursue a grant that the Village may not receive. He did not think was a wise investment of taxpayer's money. Mr. Lauffer stated that there is a new insurance coverage called underground service line protection. This has only been around for about 18 months and will offer replacement of underground utility lines that are broken. This added insurance should cost about \$30 a year. Mr. Lauffer, Ms. Dedden, and Mr. Gallagher voiced their opinion that it was not wise to spend \$65K of taxpayer's money on engineering to replace lines that are the homeowner's responsibility and still not know if the Village will receive the grant.

Mrs. Miller made a motion to not proceed any further with the EPA lead line project and was seconded by Ms. Dedden

Motion – Miller  
Second – Dedden

**Roll Call – 6 years**

Mr. Colvin made the motion to recognize Juneteenth as an employee holiday with this year awarding a flex day off to be used by the end of this year. This motion was seconded by Mrs. Miller.

Motion – Colvin  
Second – Miller

**Roll Call – 6 years**

Mr. Colvin stated he felt this would be good for employee retention.

**Financial Director Report**

- Application for the American Rescue Plan (ARP) Funds has been submitted. There is new House Bill being discussed to release more funding to NEUs, which would bring the total amount received by the Village to 660K. However, State Legislature is on summer break and will have to wait till they return to see if there is any follow through with this bill.
- Ordinance 2021-029 is to appropriate the first half of the money from the ARP and to appropriate 500K from water account to be able to move it into the water capital fun.

**Law Report**

None

## **New Business**

None

## **Legislation**

### **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

Ms. Dedden made a motion to waive the two-reading of Resolution 2021-029 and was seconded by Mrs. Miller.

Motion – Dedden

Second – Miller

#### **Roll Call – 6 yeas**

Mr. Colvin made a motion to adopt Resolution 2021-029 and was seconded by Mr. Lauffer.

Motion – Colvin

Second – Lauffer

#### **Roll Call – 6 yeas**

### **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

Mr. Gallagher made a motion to adopt Ordinance 2021-026 and was seconded by Mr. Colvin.

Motion – Gallagher

Second – Colvin

#### **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 made a motion to adopt Ordinance 2021-028 and was seconded by Mr. Colvin.

Motion – Colvin

Second – Gallagher

At this time, Chief Copeland explained the reason for the high cost for the model is that it is a hydraulic water model. This will be a living plan that will grow with the Village. This plan will



be a computer program that will show cause and effect of things on the system, such as shutting a valve and how that effects the flow and pressure. The model will help determine if a new development is added, how to best serve the addition. Mrs. Miller asked if this would help the current system be more efficient. Chief Copeland responded that it could help by offering alternate routes for the system and see which is best. This model will also help apply for grants. All the required information will be available and just need to be written in the required format. He also stated this system will help prepare the water system for the future and be ahead of the game.

Mr. Colvin asked who will own the model. Chief Copeland stated the Village will own the model and can take this model to other contractors. Mr. Colvin also asked how the maintenance of the model will be maintained. Staff can update the model on minor things like changes of pressure. Wessler would have to do upgrades like addition of new neighborhoods. The plan will require work by Village staff to perform data collection including pressure tests of fire hydrants, chlorine levels, and valves exercising. Mr. Colvin asked if the existing SCADA could tie into this new model. Chief Copeland was not sure. Mr. Gallagher stated he believes it could but is not included in this plan. Mr. Gallagher stated he thinks that this will help engineers on future projects and possibly ease engineering costs.

Mrs. Miller called for a vote.

**Roll Call – 6 yeas**

**Tabled Ordinances and Resolutions**

None

**Executive Session**

None

All were in favor to adjourn at 8:34 pm.

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

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Jamie Morley, Clerk of Council

# Council Report

August 2, 2021

Chief Copeland

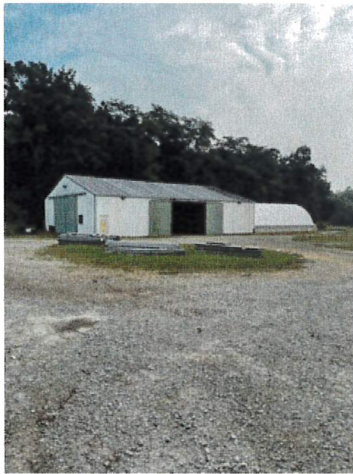
## Manager

- The Ohio Department of Transportation put large #2 stones at various intersections throughout the County to take care of the erosion of the berms. Unfortunately, we have received a high volume of complaints regarding the stones being thrown out into the SR42 @ SR73 intersection by semi-trucks. This is very dangerous for motorcyclists, so I had Officer Mermann, Brian Corn and Greg Craddock work on this intersection on a couple of occasions. The final result was that we removed all of the large stone from the intersection because ODOT advised they would not take care of it. I have provided photos for your review so you can better understand the circumstances.



- The Village Finance Committee approved the 2021 appropriations which included \$40,000.00 for a leaf vac for the Maintenance Department. We researched several vendors that resulted in a short supply of units available due to the pandemic. We did receive quotes from two vendors that had units available. Best Equipment Company Inc. had the best prices and availability. A new X-treme Vac was priced at \$49,331.66 and a used reconditioned John Deere was \$40,000.00. Additional research revealed that the used John Deere was the better buy. The X-treme is an 87hp gas powered unit and the John Deere is a 100hp diesel unit. The sales rep stated that the John Deere was totally refurbished and is the better buy. After speaking with Brian and Greg from the Maintenance Department, they stated they preferred the John Deere. The money is already in the appropriations per the Finance Committee, so I prepared an ordinance for the Council to vote on. If the Council approves the purchase, I will be preparing a surplus ordinance to put the old leaf vac on Gov. Deals or eBay. The quote for the John Deere has been included with this report for your review.

- I have started to get quotes to have a 6" floor put in the Maintenance Department Cold Barn. The building is 75' x 55' and currently has a dirt floor. The objective is to have a better storage facility to preserve the life of the Village equipment and keep unwanted animals out, which have chewed on wiring in the past. The building houses trucks, trailers, tractor, asphalt hot box, emergency water break response trailer, leaf vacuum, and other supplies. I have provided a photo of the current floor for your review. The first bid received for the floor was by T&T Concrete for \$23,500.00. I am waiting for two more quotes. In addition, I will be getting quotes for two new garage doors and present them to you when received. I have spoke with the Finance Director Kitty about funding this project.



- The Government Center parking lot was extended a little over a year ago and now needs to be sealed. I collected bids from three different asphalt companies to crack seal, finish seal and restripe the Government Center parking lot. Collett provided a job description that met the specifications at the best rate. I have prepared an ordinance as an emergency (Ord. # 2021-031) so we can get on their schedule as soon as possible. Collett's quote was for \$4,338.20 and a copy has been provided for your review.

- I spoke with Paul Kindell and Richard Elliott about Bill White’s request to install an antenna on the Lytle Ferry tower. They are both amateur radio operators and were instrumental with the designing of the Warren County Emergency Services communication system. I was advised that the County system and backup units will provide more than enough radio operations in the event of an emergency or system failure, and they do not believe a Hamm system would ever be needed by the police department or fire services. I was also informed that they would have to have a small building on site or put some of the system inside our facility. They stated that they would not recommend the authorization because it could create a potential liability or precedence. The antenna would serve no purpose to the Village, and I have received information that Verizon is looking to install a tower in the Waynesville area. If it was approved by Council, they recommended a professional antenna tower crew with a certified license and insurance do the job which would cost nearly \$4,000.00.
- The Museum Storage garage facility has been completed. They are now working on the drainage and property restoration. Photos of the completed building have been included.



- Dylan from the Village Water Department has provided an updated photo of the services that have been added to our GPS mapping project. The photo has been attached for your review.
- I have included copies of the PY36 (2022 OPWC application) and PY37 (2023 OPWC pre-application) municipality scoring and ranking sheets for your review
- The Juneteenth ordinance has been drafted as discussed at the last meeting. The Council will vote on ordinance number 2021-030 to amend the Village Personnel Policy Manual to observe this Federal Holiday. The ordinance has been submitted as an emergency.

- I was advised that Andrea Hand submitted her resignation from the Planning Commission. Andrea has moved out of the Village which disqualifies her from the board. The council will need to accept her resignation, so we can open her seat up on the board.

## Police

- The July police calls for service report and Mayor's Court report will be provided with the August 16<sup>th</sup> Manager/Police Chief's report.
- I have included the July 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.
- I included a copy of a check we received from State Farm (insurance provider for the party at fault) in the amount of \$2,950.00. This is for the repair costs to a guard rail that was damaged in an accident at SR42 @ North Street.
- A copy of Michelle Diekmeyer's thank you letter that was sent to her has been provided for your review. The Butter Churn Café gift cards have been distributed to the officers and they were very grateful.
- Officer Mermann will be attending a taser instructor class as part of his continued education at the UC Hospital taught by Axon on Monday, August 2<sup>nd</sup>. This is a train-the-trainer course that will certify him to be able to teach and certify all the officers on our department to carry the taser. The taser is an effective piece of equipment in our use of force curriculum.
- I have attached a thank you letter that the department received from the Ride for RMHC Dayton for services rendered on July 10<sup>th</sup>.
- I have provided you with a copy of this year's signed Sauerkraut Festival security contract for your review. I believe it meets the needs of both parties. Please feel free to contact me with any questions or concerns.
- I have attached a copy of the SRO 3-year renewal contract. The only changes were the pay scale and a section concerning an emergency shut down of the school or a pandemic. This was decided based on the past year and the possibility of a reoccurrence. I feel that the agreement meets the needs of both parties, and I had an ordinance prepared for council. Because the school will be back in session soon the ordinance #2021-033 was prepared as an emergency.

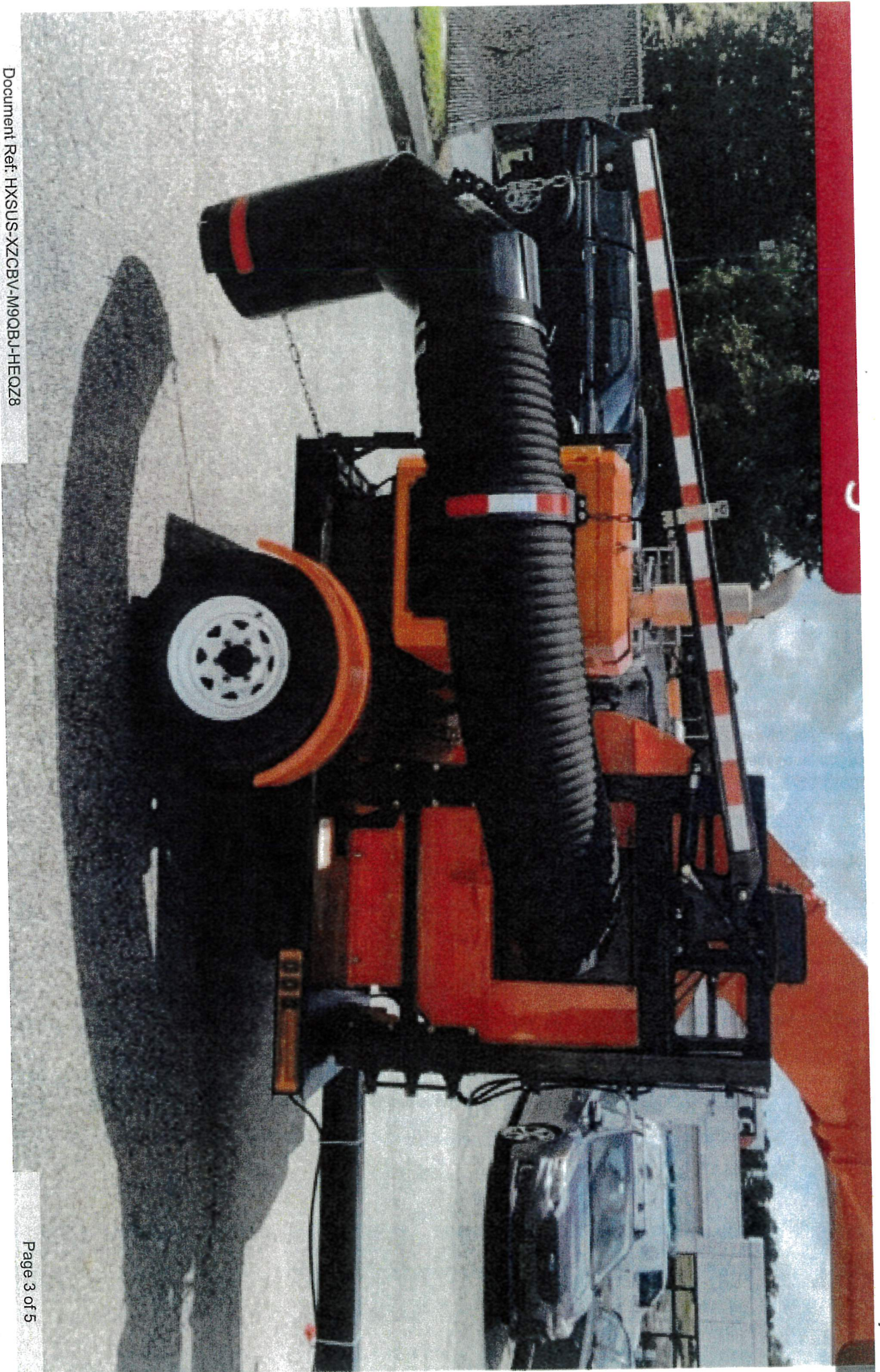
# Equipment and Pricing

Document Prepared On: Jul 18, 2021

<b>INVOICE</b>	<b>PREPARED BY:</b>
Greg Craddock Public Works Worker Village of Waynesville	George Luce Western Ohio Sales Best Equipment Company, Inc.
<b>PROCUREMENT</b>	<b>PAYMENT TERMS</b>
Sales Proposal	Invoice
<b>PRICING VALID FOR</b>	<b>EQUIPMENT DELIVERY</b>
30 Days	Waynesville, Ohio

PRODUCT	PRICE	QUANTITY	SUBTOTAL
Used ODB LCT 6000 John Deere Diesel Engine 100 HP Diesel, Complete Refurbish	\$40,000.00	1	\$40,000.00
		Subtotal	<b>\$40,000.00</b>
		Total	<b>\$40,000.00</b>

**NOTES**



**ORDINANCE NO. 2021-032**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WESTERN OHIO SALES, BEST EQUIPMENT COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE PURCHASE OF A REFURBISHED JOHN DEERE DIESEL 100 HP LEAF VACUUM**

WHEREAS, the Village of Waynesville has a need for a leaf vacuum; and

WHEREAS, Western Ohio Sales, Best Equipment Co. Inc. submitted the lowest and best proposal for said equipment.

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 Western Ohio Sales, Best Equipment Co. Inc. is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Western Ohio Sales, Best Equipment Co. Inc. for the purchase of a John Deere diesel 100 HP leaf vacuum pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$40,000 for said equipment in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Mayor



T AND T (ESTIMATE)  
CONCRETE

Contractors Invoice

TO:		WORK PERFORMED AT:
VILLAGE OF WAYNESVILLE		MAINTENANCE BUILDING

DATE 7/25/21	YOUR WORK ORDER NO. /	OUR BID NO. /
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DESCRIPTION OF WORK PERFORMED

REMOVE ANY DIRT AND OR ADD GRAVEL TO SUBGRADE

SET FORMS AT DOOR OPENINGS

POUR AND FINISH CONCRETE SLAB (6 IN. SLAB) FIBER REINFORCED CONCRETE

SAW CUT RELIEF JOINTS

LABOR AND MATERIALS TOTAL

\$ 23,500

TONY CRICIL (513) 252-3094

CALL OR TEXT

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year  
in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year

# PROPOSAL

## 2.1 CRACK SEALING (WITH "THERMO-SEAL PLS")

Crack Seal **1,211** Linear Feet of transverse and lateral asphalt pavement cracking.

- The "Thermo-Seal PLS" Joint Sealant shall be melted in an oil jacketed, hydraulically driven, continuously agitated "Thermo Kettle".
- Prepared cracks shall be sealed with the "Thermo-Seal PLS" Elastomeric Joint Sealant using a Craftco Machine.
- If Purchaser requests additional crack seal over the above linear footage, work will be completed and Purchaser agrees to pay Contractor \$4.00 per linear foot for additional crack seal.
- Crack and joint sealant forms a long-lasting resilient seal, which is flexible and extensible at sub-zero temperatures and resists cracking in hot temperatures.
- This work can be completed with minimal inconvenience to traffic.
- Only major (i.e., those 1/4 and wider) longitudinal and transverse cracks will be sealed. Hairline cracks will not be sealed. Also, crack sealing is not a substitute for the repair of areas exhibiting "Alligator" or "Spider-Web" failure modes. We will NOT crack seal these areas.
- We will NOT seal joints where asphalt meets other surfaces.

**Price: \$666.05**

## 3.1 TARCONITE SEALCOATING

Sealcoat **28,611** square feet at 0.109 per square foot.

- Mark out areas that are to be sealed.
- If cracks are specified to be sealed in our written proposal, see our Spec. 2.1.
- Thoroughly clean the pavement surface of all dirt, debris and vegetation using brooms, air blowers and/or power sweepers. Soil sterilant shall be applied, as required.
- Sealer will not bond to polished stone or heavily soiled areas.
- Apply "Tarconite" rubber fortified, refined coal tar emulsion sealer. Approved silica sand shall be added to the sealer at the rate of 3.5 to 5 lbs. per gallon of sealer to enhance skid resistance and coating durability.
- Purchaser is responsible to insure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- The parking lot may be reopened 36 hours after the completion of work subject to weather temperatures and other related conditions.
- We are not responsible for damage to property from vehicular or foot traffic on wet sealer
- Sealed areas shall be barricaded to traffic and may not be opened to traffic during the initial 24 hour curing period, unless specifically authorized in writing by Collett Sealcoating.
- Sealcoating is not a substitute for the repair of areas exhibiting "Alligator" or "Spider-Web" failure modes.
- All work is being done using specialized sealcoating equipment. Use of hand squeegees shall not be allowed, except in areas not accessible to machines or to facilitate a neatly trimmed edge (i.e. curbs, sidewalks, rock walls, buildings, ect).

**Price: \$3,118.60**

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**4.1 MARKINGS**

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**Striping includes the below Quantities:**

- Any painting on concrete surfaces is not warranted.
- Thermoplastic material is not included in our scope of services.
- Purchaser is required to provide Contractor with a detailed drawing designating the exact layout of the area to be striped.
- If Purchaser does not provide a detailed striping layout, Contractor will exercise its best effort to re-stripe the area per the existing layout.
- Contractor is not responsible for obtaining current ADA, Federal, State, & Local Parking Lot Stripe Codes and or re-designing existing striping layout.
- There will be additional fees for any changes made during or after striping process.
- A change order form will have to be signed by the purchaser and a company representative of the contractor, before any changes will be made.
- Additional changes need to be approved at minimum of 3 days prior to the start of the work, via signed change order form.
- Additional fess will be applied for any changes not made, submitted and approved within the proper 3 day time frame.

41	Striping Per Stall WHITE
240	Restripe per LF (Re-stripe over existing only)
5	No Parking
2	ADA White Symbol (Blue Box)
4	ADA Hash Bay 8 ft wide

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**Price: \$403.55**

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**6.1 PREP & CLEAN**

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- Weed eat edges of driveway and/or parking lots.
- Clean dirt and debris from driveway and/or parking lots.

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**Price: \$150.00**

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**TOTAL PRICE OF THIS PROPOSAL AS PRESENTED**

**\$4,338.20**

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# AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the following material costs and published indexes:

Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

**Collett Services** proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$4,338.20

Payment is to be upon completion of the job.

***This proposal is valid for thirty (30) days from the date written above.***

***The proposal is subject to the terms and conditions enclosed, attached and/or on the backside of the proposal.***

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for return of the original documents to us.

**Please visit our website to see a portfolio of our quality work [www.collettservices.com](http://www.collettservices.com)**

Sincerely,

**Collett Services**

**Ron Saresky**

Commercial Account Manager, Cell: (513) 602-1501

[rsaresky@collettservices.com](mailto:rsaresky@collettservices.com)

**Accepted:** The above proposed terms and conditions, including price and payment terms are satisfactory and hereby accepted. **Collett Services** is hereby authorized to proceed with the work specified.

Purchaser: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS & CONDITIONS

- *These Terms and Conditions are by and between Collett Services (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").*
- *No work will be scheduled to be completed until a signed copy of this proposal has been returned to our office.*
- *If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of total contract price.*
- *Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. Contractor will be under no obligation to perform any extra work.*
- *The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.*
- *Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished asphalt.*
- *Although contractor will attempt to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crack seal that adheres to tires. Contractor is not responsible for over-spray on vehicles, curb and gutter, and all structures within 50 feet of the edge of parking lot and or area being sealed or treated..*
- *Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, Contractor will undertake the work in the course of its normal operating schedule.*
- *Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials.*
- *To the extent that the work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.*
- *Regarding multiple day jobs, jobs where the contractor is not able to have access to the entire project all at once, the Purchaser agrees to let the contractor have access to no less than 30% of the overall project each day. Unless less than 30% of the project is left.*
- *Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.*
- *Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.*
- *In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.*
- *Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.*
- *Purchaser is responsible for turning off all sprinklers or water generating devices prior to contractor performing work.*
- *Residential customers: There will be a \$50 fee applied if work needs to be rescheduled after the agreed upon date. Not including reschedule for weather.*

**ORDINANCE NO. 2021-031**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH COLLETT SERVICES IN AN AMOUNT NOT TO EXCEED \$4339 FOR PAVING SERVICES AT THE MUNICIPAL BUILDING PROPERTY AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has requested proposals for paving work related to the Village Municipal Building property; and

WHEREAS, Collett Services submitted the lowest and best proposal for said work with a bid of \$4338.20.

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 Collett Services is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Collett Services for paving work related to the Village Municipal Building property pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$4339 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

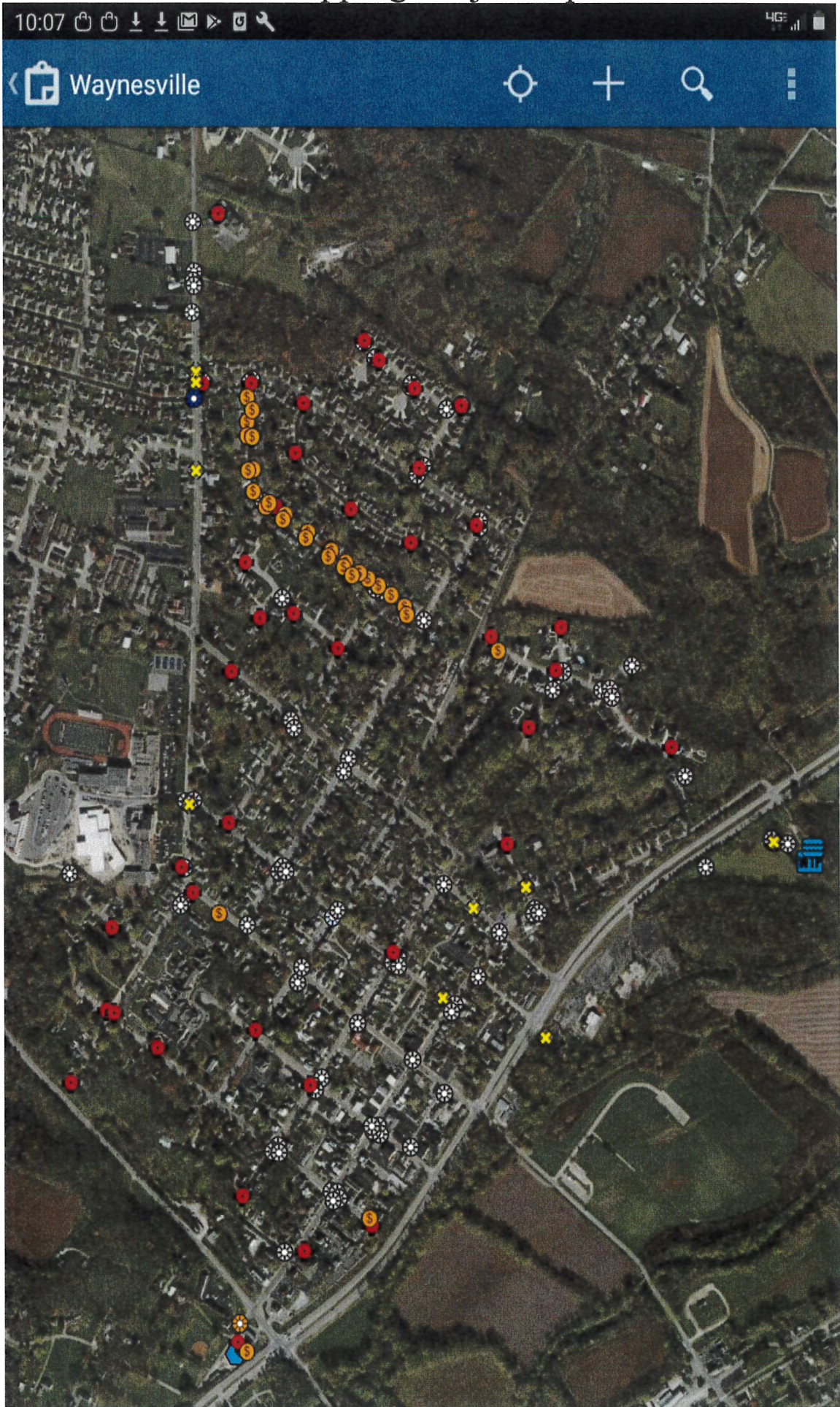
Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to accept the proposal before the bid expiration and so the work may begin while the contractor has availability.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Mayor

# GPS Mapping Project Update



Warren County (District 10, OPWC)  
**Two Year Plan - PY36 and Rollovers**

Adopted by the RPC : July 22, 2021

Jurisdiction	Project Name	Type	Year	Total Project	Req OPWC	Cumulative OPWC	Local Share	Loan Request	Rating	Comments/Questions
City of Franklin	SR 123 at Shotwell/Beal Rd	Road	36	2,407,250.00	363,333.00	363,333.00	2,043,917.00		73	local, federal, & state mat
Village of South Lebanon	Forrest Ave Reconstruction Phase 1	Road	36	645,442.00	445,342.00	808,675.00	200,100.00		65	31% match
Village of South Lebanon	Morrow Road Reconstruction Phase 1	Road	36	752,594.00	519,244.00	1,327,919.00	233,350.00		65	31% match
City of Mason	SR 741 Resurfacing Project	Road	36	928,870.00	455,670.00	1,783,589.00	473,200.00		64	Federal Match 51%
City of Lebanon	Mechanic Street Reconstruction	Road	36	1,101,083.00	539,531.00	2,323,120.00	561,552.00		64	51% match
Village of Morrow	Welch Road Reconstruction Phase 2	Road	36	475,000.00	327,750.00	2,650,870.00	147,250.00		63	31% match
Deerfield Township	Kings Mills Infrastructure Imp Phase 2	Road	36	1,500,602.00	735,295.00	3,386,165.00	765,307.00		63	51% match
Village of South Lebanon	Morrow Rd. Reconstruction Phase 1	Road	35	752,594.00	594,549.00	3,980,714.00	158,045.00		63	21% local match
Village of Carlisle	John Street Improvements	Road	35	173,000.00	41,300.00	4,022,014.00	131,700.00		63	local & federal match
City of Mason	Mason Montgomery Rd IMP Concord to Enterprise	Road	36	739,481.00	360,000.00	4,382,014.00	379,481.00		62	51% match
Village of Waynesville	4th Street Water & Sewer Replacement & Resurfacing	Water Supply Treatment	36	1,139,875.00	899,875.00	5,281,889.00	240,000.00		61	21.05% match
Warren Co Water & Sewer	Waynesville Sewer Collection System Ph 4	Water collection	35	568,000.00	278,320.00	5,560,209.00	289,680.00		60	51% match
Village of Carlisle	Central Ave. Lift Station Rehab	Wastewater collect	35	664,000.00	325,360.00	5,885,569.00	338,640.00		60	51% match
City of Mason	SR 741 (Cox-Smith to Spyglass)	Road	35	5,685,535.00	750,000.00	6,635,569.00	4,935,535.00		59	87% match
Village of Morrow	Water Tower Improvement Project	Water Dist	35	343,250.00	271,167.00	6,906,736.00	72,083.00		59	21% match
<b>TOTALS</b>				<b>\$17,876,576.00</b>	<b>6,906,736.00</b>	<b>\$6,906,736.00</b>		<b>\$0.00</b>		



**PY37 2023 Pre Application Scoring and Ranking**

Jurisdiction	Projects	Scoring Questions Scores													Score	Actual cost	Grant Requested	Loan Requested	Accumulative Grant Request
		1	2	3	4	5	6	7	8	9	10	11	12	13					
City of Franklin	Community Park Roundabout	7	10	10	10	2	8	0	7	7	8	1	0	0	70.0	\$2,113,000.00	\$618,670.00		\$618,670.00
Warren County Engineer	Mason Morrow Millgrove Rd (Pike St) Bridge #38-3.73 Rehab	7	10	10	10	0	10	0	10	7	0	5	0	0	69.0	\$570,000.00	\$279,300.00		\$5,329,762.00
City of Franklin	Beal Road Resurfacing Project	10	4	10	10	0	10	0	7	7	8	1	0	0	67.0	\$440,000.00	\$215,000.00		\$833,670.00
Warren County Engineer	Warren County & Turtlecreek Township Wall Project	7	10	10	7	0	10	0	10	7	0	5	0	0	66.0	\$576,750.00	\$282,607.00		\$5,050,462.00
Village of Morrow	Welch Road Reconstruction Phase 2	10	10	10	4	0	6	0	7	7	8	1	0	0	63.0	\$523,000.00	\$360,870.00		\$2,544,850.00
Village of Waynesville	Franklin Road Watermain & Street Improvements Phase 1	10	10	10	2	0	8	1	7	7	6	1	0	0	62.0	\$1,081,500.00	\$638,084.00		\$3,182,934.00
Village of Waynesville	3rd Street Water Main Replacement & Street Resurfacing	10	10	10	2	0	8	1	7	7	6	1	0	0	62.0	\$846,600.00	\$499,493.00		\$3,682,427.00
Village of South Lebanon	Forrest Ave Reconstruction Phase 1	7	10	10	10	0	6	0	7	7	4	1	0	0	62.0	\$645,442.00	\$445,342.00		\$5,830,689.00
City of Lebanon	Cherry Street Reconstruction	7	10	10	2	0	10	0	7	7	4	1	0	0	58.0	\$2,467,659.00	\$900,000.00		\$1,733,670.00
Village of Carlisle	Industry Drive Improvements	10	4	10	4	0	4	0	7	7	6	1	0	0	53.0	\$570,310.00	\$450,310.00		\$2,183,980.00
Union Township	Manistique Lakes Dr Pavement Repair & Resurfacing	7	7	10	2	0	10	0	7	7	2	1	0	0	53.0	\$113,440.00	\$55,585.00	57,855.00	\$5,385,347.00
Village of Harveysburg	Wilson & Grant Storm & Street Improvements	10	7	0	2	0	10	0	7	7	6	1	0	0	50.0	\$433,317.00	\$212,325.00	95,492.00	\$3,894,752.00
Deerfield Township	Kings Mills Infrastructure Improvement Project Phase III	0	10	10	0	0	10	0	7	7	0	5	0	0	49.0	\$1,839,046.00	\$873,103.00		\$4,767,855.00
<b>Total</b>																<b>\$12,220,064.00</b>	<b>\$5,830,689.00</b>	<b>\$153,347.00</b>	<b>\$11,661,378.00</b>

**ORDINANCE 2021-030**

**AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING OBSERVED HOLIDAYS AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Section 35.01 of the Waynesville Codified Ordinances, the Village of Waynesville has adopted and approved a Personnel Policy Manual; and

**WHEREAS**, Juneteenth has recently been declared a federal holiday, marking June 19 as the national day to commemorate the end of slavery in the United States; and

**WHEREAS**, Village Council has determined to recognize Juneteenth as an observed holiday for Village employees and to make certain amendments to the Personnel Policy Manual to reflect such designation.

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

Section 1. That the Village of Waynesville Personnel Policy Manual, as adopted by Section 35.01 of the Waynesville Codified Ordinances, is hereby amended to designate Juneteenth (June 19) as an observed holiday for Village employees.

Section 2. That all Village employees are hereby granted a one-time flex day off to be used by December 31, 2021, since employees missed being able to have the Juneteenth holiday off this year.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to update the personnel policy manual at the earliest possible date and to provide employees a one-time flex holiday prior to the end of this calendar year.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest: \_\_\_\_\_

Clerk of Council

Mayor

3096794.1

Date	Address	Violation	Deadline Date	Letter Sent	Contact Made	Citation Issued
5/17/2021	Adamsmoor Dr	High Grass		5/25/2021		
5/17/2021	1017 Crede Way	High Grass			5/17/2021	
5/17/2021	1037 Brookfield	High Grass			5/17/2021	
5/17/2021	1092 Brookfield	High Grass			5/17/2021	
5/17/2021	613 Preston Dr	Roofs and Drainage		5/25/2021		
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways,		5/25/2021		
5/17/2021	555 High St	Exterior of Premises, Exterior Walls			5/17/2021	
5/17/2021	513 High St	High Grass, Accumulation of Rubbish or Garbage		5/25/2021		
5/17/2021	557 Chapman St	Parking		5/25/2021		
5/17/2021	298 North St	Parking, High Grass, Sidewalks and Driveways,		5/25/2021		
		Roofs and Drainage, Accumulation of Rubbish or Garbage,				
		Overhang Extensions				
5/17/2021	135 N 3rd St	High Grass		5/25/2021		
5/21/2021	Brookfield Drive	Tan van w/ flat tires sitting on road for "awhile"				
5/24/2021	15 Third St	Rotted front steps				
5/24/2021	65 Third St	Crumbling chimney? Also different color				
5/24/2021	58 Third St	Front window area detached from house. Needs condemned				
5/24/2021	615 High St	Doors, weeds/grass, roofs and drainage, exterior walls,		6/8/2021		
		Overhang Extensions, exterior of premises				
5/24/2021	Edwards & High	Car on blocks				
6/7/2021	162 N 4th St	Removal of dead branches, sidewalks	6/25/2021	6/8/2021		
6/7/2021	312 N Main St	Roofs and Drainage		6/8/2021		
6/21/2021	552 North St	Park, Junk Motor Vehicle			6/21/2021	
6/21/2021	260 Chapman St	Poison Ivy, High Grass/Weeds, Untrimmed Bushes		6/22/2021		
6/21/2021	296 S Main St	Brush	6/25/2021	6/22/2021		
6/20/2021	400 N 5th St	Snow Plow, Parking in grass		6/20/2021		
6/21/2021	1218 Adamsmoor Dr	High Grass/Weeds, Roofs and Drainage				
6/21/2021	195 S 3rd St	High Grass/Weeds, Rubbish		6/22/2021		
6/21/2021	103 N 3rd St	Overhang Extensions, Rotting deck boards, Windows and		6/21/2021		
		Door Frames, Rotting Soffit, Rubbish, Brush, Roofs and				
		Drainage				
7/19/2021	1405 Adamsmoor Dr	Parking in Grass			7/19/2021	
7/19/2021	1017 Crede Way	High Grass/Weeds, Roofs and Drainage		7/20/2021		
7/19/2021	1218 Adamsmoor Dr	Roof and Drainage		7/20/2021		
7/19/2021	972/974 Brookfield Dr	Exterior of Premises		7/20/2021		
7/19/2021	Adamsmoor Dr	High Grass/Weeds		7/20/2021		
7/19/2021	220 E Ellis Dr	High Grass/Weeds			7/19/2021	
7/19/2021	296 N Main St	High Grass/Weeds			7/19/2021	
7/19/2021	120 N Main St	Exterior of Premises		7/20/2021		
7/19/2021	222 S 3rd St	High Grass		7/20/2021		
7/19/2021	643 Robindale Dr	High Grass			7/19/2021	
7/19/2021	794 Robindale Dr	High Grass			7/19/2021	
7/19/2021	33 S Main St	Windows and Doors		7/20/2021		
7/26/2021	120 N Main St	Wood piled up in back yard	8/9/2021		7/26/2021	
	Resolved					

# Waynesville...

*Police Department*

**Gary Copeland**  
**Chief of Police**

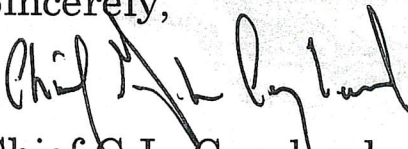
1400 Lytle Road  
Waynesville, Ohio 45068  
Phone: 513-897-8010  
Fax: 513-897-2025  
Dispatch: 513-695-2525  
[www.waynesville-ohio.org](http://www.waynesville-ohio.org)  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

July 24, 2021

Michelle Diekmeyer,

On behalf of the Waynesville Police Department and Village Council, I would like to thank you for your generous donation to the Waynesville officers. The gift cards to Butter Churn Café were very much appreciated. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you for your support, dedication, and commitment to the Waynesville community.

Sincerely,



Chief G.L. Copeland

PAYMENT NO 1 16 743110 J  
PAYMENT AMOUNT \$2,950.00  
ISSUE DATE 07-13-2021  
AUTHORIZED BY JOHNSON, ANGEL  
PHONE (844) 292-8615

CLAIM NO 35-1822-86T  
LOSS DATE 04-24-2021  
POLICY NO C744-243-35  
INSURED SICKEL, MARILYN

VILLAGE OF WAYNESVILLE  
1400 LYTTLE RD  
WAYNESVILLE OH 45068-8482

REMARKS Payment for damage guardrail repair at State Route 42 & North Street

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	VILLAGE OF WAYNESVILLE	2,950.00

RETAIN STUB FOR RECORDS

**State Farm** STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

PROPERTY DAMAGE US BANK, NA 75-15927912  
PROP E OFFICE CO PAGECNTG P26 ST. PAUL, MN

1 16 743110 J

CLAIM NO 35-1822-86T INSURED SICKEL, MARILYN DATE 07-13-2021  
LOSS DATE 04-24-2021

\*\*\*\*\*EXACTLY TWO THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS \*\*\*\*\*2,950.00

Pay to the Order of VILLAGE OF WAYNESVILLE

*Marilyn Sickel*  
AUTHORIZED SIGNATURE  
*John Johnson*  
AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING



Keeping families close

# Ride for RMHC Dayton

---

Host Mike Schmitz | (937) 478-6330 | [mjschmitz@ramprecision.com](mailto:mjschmitz@ramprecision.com)

July 14, 2021

Director Gary Copeland  
Waynesville Police Department  
1400 Lytle Rd, Waynesville, OH 45068

Dear Director Gary Copeland:

We cannot thank you enough! Your officer's assistance with our poker run which took place on Saturday July 10, 2021 was greatly appreciated. We had 221 motorcycles participating that day and your help to insure everyone's safety was greatly appreciated by everyone.

We raised approximately \$35,400 on this poker run. The amount raised this year is enough to house two families for an entire year of community, comfort, and hope to families of critically ill children. Because of our supporters, they are able to stay closer, and be available to their children and care providers.

The Ride for RMHC Dayton is growing in popularity and we expect our participation numbers to grow in the years to come. There is a very large likelihood that we will pass through Bellbrook again on our poker run next year. The date is already set in stone and going forward, the Ride for RMHC Dayton will always be held on the second Saturday in July (July 9, 2022). When it gets closer to that date, I will contact someone in your police department to give them the specifics regarding the exact directions, locations and times (Within +/- 3 minutes).

We understand situations arise and your officers may be on emergency calls at any given time. But if you have the ability, your continued support of our event would be greatly appreciated. The participants of our event feel much safer when an officer of the law is blocking a major intersection. Thank you again for your support!

Sincerely,

Scott Molnar  
Ride for RMHC Dayton Road Captain

## **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

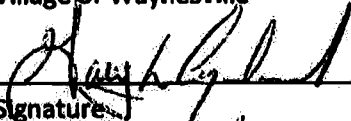
police officers/village employees are paid will be made payable to the Village of Waynesville for administrative fees and other services rendered.

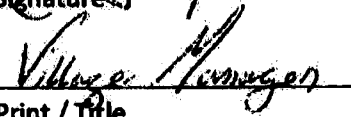
17. Village maintenance workers can be used for the "No Parking" signs & traffic control devices details at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement cost.

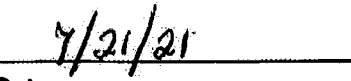
18. Village police clerk can be used as a contact for the Chamber should they need police services during festival. Village police clerk will work as a dispatcher at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement. Chamber agrees to have a separate radio channel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

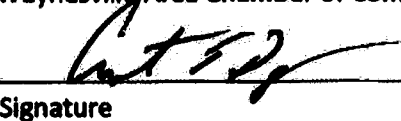
Village of Waynesville

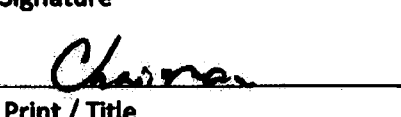
  
Signature


  
Print / Title

  
Date

Waynesville Area Chamber of Commerce

  
Signature

  
Print / Title

  
Date

## SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement entered into this 1<sup>st</sup> day of August, 2021, by and between **WAYNESVILLE VILLAGE, OHIO**, an Ohio village ("Village"), and the **BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT** ("Board").

**WHEREAS**, the Village funds and operates a police department; and

**WHEREAS**, the Board operates schools within the Village; and

**WHEREAS**, the Village will provide one police officer to the Board, to serve as school resource officer, and such officer will have the ability to assist and provide a safer and more secure environment within the Wayne Local Schools; and

**WHEREAS**, the Board will reimburse the Village for certain costs and expenses associated with the Village providing school resource officers to the Board; and

**WHEREAS**, the Village and the Board desire to enter into an Agreement to provide school resource officers.

**NOW, THEREFORE**, it is agreed by and between the parties, as follows:

1. The Village agrees to provide one police officer to the Board, said officer to be known as "school resource officer." The Village agrees that the specific individual provided to the Board under the terms of this Agreement requires the consent of the Board, which consent shall not be unreasonably withheld.

In the event the Superintendent of the Board determines that the individual officer assigned to provide school resource officer services is no longer acceptable for any reason, the Village shall remove that individual from serving as a school resource officer to the Board and assign another police officer to provide the services of a school resource officer to the Board.

2. The school resource officer shall perform any and all duties required to assist the school in issues of safety, education, and any other matters that may be of interest to the Village and Board.
3. The purposes of the school resource officers shall be as follows:

- a. To establish a more complete liaison with school personnel and applicable Juvenile Court facilities.
- b. To establish a more complete liaison with school personnel and local law enforcement jurisdictions in a cooperative effort to prevent juvenile delinquency.
- c. To work directly in the Board's schools in cooperation with school administrators and faculty.

4. Objectives of the Program are as follows:

- a. To establish a more complete liaison with school personnel and the applicable Juvenile Court facilities.
- b. To build a positive image toward orderly behavior of students.
- c. To help students learn more about the law and law enforcement.
- d. To familiarize students with law enforcement personnel and their objectives and role in society.
- e. To reinforce the feeling of pride that students have towards their schools and their community.
- f. To encourage students to stay in school.
- g. To work with school personnel to develop closer contact and better communication with students.
- h. To develop an effective program of safety education.

5. The duties of the school resource officers shall be as follows:

- a. To assist in the protection of the school facilities, plant, staff and students.
- b. To help prevent juvenile delinquency through close contact with students, school personnel, and the juvenile court.

- c. To investigate delinquent acts within the school system and its community when the schools or students are involved.
- d. To provide early detection of deviant behavior in students.
- e. To participate as a resource person, for the school district, in classrooms, assemblies and investigations.
- f. To provide service to residents in school-related issues.
- g. To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the student, staff and community.
- h. Board personnel shall initiate and conduct all administrative searches of students and their property that involve the violation of school rules. The school resource officer may only conduct searches on school premises or students on school premises consistent with constitutional guidelines if probable cause exists that criminal activity has occurred and that the student possesses items that relate to the commission of a crime.
- i. Periodically, at the initiation of the Board, the school resource officer may conduct drug scans at the schools in conjunction with the Village canine unit.
- j. The school resource officer may interview students on school premises in connection with an investigation of a crime committed on the premises or in connection with an investigation which, if not immediately conducted, could compromise the success of that investigation or endanger the lives and safety of the students or other persons. Prior to such an interview, the Board will attempt to notify the parent(s) of the students in accordance with Board policy. An administrator or other employee of the Board shall be present during the interview on behalf of a student in the event the student's parent(s) are unavailable.

- k. Upon request of an administrator of the Board, the school resource officer shall sit in on an administrative interview of a student (strictly as an observer) if the administrator is concerned the student may become violent.
  - l. Other duties as assigned by the Superintendent or the Superintendent's designee, provided that the assignment of other duties is authorized and approved by the Chief of Police.
6. The scope of accountability of the school resource officer shall be as follows:
- a. The school resource officer's primary assignment during the school year shall be to the Wayne Local School District Board of Education.
  - b. The school resource officer shall be supervised by the Waynesville Village Police Department in accordance with the current chain of command for the Department and shall also be supervised by the school Superintendent when serving in the capacity and performing duties as the school resource officer.
  - c. The school resource officer is first a police officer whose primary job is the enforcement of law.
  - d. The school resource officer will extend cooperation to the administrators as a security and educational resource person in cooperation with school personnel.
7. The Board and the Village agree to the following financial and placement arrangement:
- a. During the term of this Agreement, the Board or Village may request the addition or subtraction of the total number of school resource officers that are provided under the terms of this Agreement. The addition or subtraction of the total number of school resource officers shall be granted upon the mutual consent of both parties, which consent shall not be unreasonably withheld. However, in no event shall the number of school resource officers be reduced to zero during the term of this Agreement.
  - b. The placement of any school resource officer pursuant to the terms

of this Agreement shall be made by the mutual agreement of the Board and Village, or their respective designees. This includes locations for the placement of the school resource officers as well as the days and hours to be worked by the school resource officers.

- c. With the exception of unforeseen absences such as sick days, the Village shall be responsible for providing a substitute school resource officer in the event that a school resource officer who had been assigned to perform services under this Agreement is unable to perform his or her duties. The Village agrees that the specific substitute provided to the Board under the terms of this Agreement requires the consent of the Board, which consent shall not be unreasonably withheld.
  - d. The Board agrees to pay an amount equal to \$55,240 for 190 work days of a school resource officer. In the event of school closure due to a pandemic, a disaster or other similar event, the officer would be placed back to the village and the district would not be billed for that time frame. The Village shall provide an invoice for the cost of the school resource officer quarterly to the Board.
  - e. The Board will make such payment to the Village within thirty days of receipt of an invoice.
8. The term of this Agreement shall be for a total of three years, comprised of three full School Years. The first School Year term shall commence on August 10, 2021 and shall end on May 23, 2022. School Years 2 and 3 of the term shall be determined based on the approved school calendar and shall consist of 190 work days of a school resource officer). Total cost increases shall not exceed 3% each year.
9. The Board and Village shall mutually develop a job description and evaluation procedure for the school resource officer assigned under this Agreement.
10. Should state, federal or other grants or funds become available to pay all or a portion of the costs of the school resource officers, the Board and Village agree to cooperate as follows:

- a. Both the Board and Village must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.
- b. The proceeds of all grants or other funding source shall be utilized by the Board and Village to reduce incurred costs.

11. Independent Contractor:

The Police Department of the Village of Waynesville, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor.

12. Insurance:

The Village shall maintain sufficient public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain sufficient public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the Village as an additional insured on said policy.

13. Equipment and Facility:

The Village shall be responsible for providing and maintaining all uniforms and equipment necessary for the school resource officer to perform his/her duties as a police officer. The Board shall provide the school resource officer with sufficient space to prepare reports, meet with students, staff, etc., including but not limited to an office, a computer, and school monitoring system capabilities in order to observe any internal camera system. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.



**WAYNE LOCAL SCHOOL DISTRICT**

By: \_\_\_\_\_  
Treasurer Date

By: \_\_\_\_\_  
Superintendent Date

**VILLAGE OF WAYNESVILLE, OHIO**

By: \_\_\_\_\_  
Village Manager Date

**ORDINANCE NO. 2021-033**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO SCHOOL RESOURCE OFFICER AGREEMENTS WITH THE BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville and the Board of Education of the Wayne Local School District have negotiated the terms of certain School Resource Officer agreements; and

WHEREAS, the Village now desires to authorize the execution of said agreements.

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

Section 1. That the Village Manager is hereby authorized to enter into certain School Resource Officer agreements substantially in the form of the agreements attached hereto and incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to authorize the agreements in order to initiate the School Resource Officer program at the earliest possible date and prior to the beginning of the new school year.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Mayor