

COUNCIL AGENDA

Monday, August 17, 2026 – 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
 - Council, August 3, 2026
- V. Public Recognition/Visitor's Comments (A five-minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026-033

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE VILLAGE ENGINEER AND AWARING A CONTRACT TO FORD DEVELOPMENT CORP. FOR THE FIFTH STREET AND SIXTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT AND RELATED CONTRACT DOCUMENTS

ORDINANCE 2026-034

AMENDING ORDINANCE NO. 2026-029 REGARDING A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE OLD STATE ROUTE 73 UTILITY REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

ORDINANCE NO. 2026-035

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH LIGHT'N UP OHIO LLC FOR CHRISTMAS LIGHT PURCHASE AND INSTALLATION AND DECLARING AN EMERGENCY

ORDINANCE NO. 2026-36

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO (1) APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR FUNDING FOR THE OLD STATE ROUTE 73 WATER MAIN REPLACEMENT AND RESURFACING PROJECT, AND (2) EXECUTE AN AMENDED COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED THERETO; REPEALING PRIOR AUTHORIZING LEGISLATION; AND DECLARING AN EMERGENCY

ORDINANCE NO. 2026-037

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT (WATER) WITH C. ELLIS PROPERTIES, LLC AND PEOPLES BANK, AND TO ACCEPT THE ASSOCIATED ESCROW SECURITY, FOR THE INSTALLATION OF WATER IMPROVEMENTS IN THE SETTLERS GROVE SUBDIVISION, SECTION/PHASE 1.

Second Reading of Ordinances and Resolutions:

None

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

August 3, 2026, at 7:00 pm

Upcoming Meetings and Events:

Waynesville Revitalization Partnership, August 17, 2026 @ 5:00 p.m.

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

Public Works Committee, September 8th, 2026 @ 6:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
August 3rd, 2026 at 7:00 pm**

DRAFT

Present: Mr. Chris Colvin
Mayor Earl Isaacs
Mr. Troy Lauffer
Mrs. Connie Miller
Mr. David Nation
Mr. Adam Powell
Absent: Mr. Zack Gallagher

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

CLERK'S NOTE- *This is a summary of the Village Council Meeting held on Monday, August 3rd, 2026.*

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

Roll Call – 6 present

Mayor Acknowledgements

Mayor Isaacs noted that all the projects underway in the Village are moving along. He also said that the new stoplight should be installed and the Fourth Street project completed by the end of August.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on July 20, 2026 as written, and Mr. Lauffer seconded the motion.

Motion – Miller

Second – Lauffer

Roll Call – 6 yeas

Public Recognition/Visitors' Comments

Lacy Simms, 956 Mead Road, Bellbrook, Ohio, introduced herself as the new Executive Director for the Waynesville Chamber of Commerce.

Amanda Braydich, 237 S. Main, asked for guidance on the state of her garden in front of her house. Mr. Nation suggested that she submit a garden plan, and the Historic Preservation Board would work with her to develop an acceptable plan that fits within the Historic Preservation guidelines. Ms. Braydich stated that her gardening methods are free-spirited and that she wants to support pollinators, so a plan is not really feasible. Mrs. Miller stated that the current state of her garden obstructs the front of the house and that the Historic District Book requires the house to be visible. She also suggested planting the pollinator garden in the back of the house. It was agreed that Ms. Braydich would schedule a meeting with the Board to work together and develop a plan.

Megan Wages, 9029 Bellbrook Road; Wilda Rider, 8444 E. St. Rt. 73; and Amanda Dahlinghaus, 6653 Anvil Rd., presented Ms. Wages' proposed Venturing Crew summit rank project to hang banners of local veterans throughout the Village. She provided a packet with a map of the Village showing where banners would be placed from Memorial Day through Veterans Day. She stated that the first year the Venture Scouts would hang the banners. Funding would come from the American Legion and fundraising. The banners would be hung on electric poles, and AES has already granted permission. Veterans' families would pay to have their family member included on the banners. Council was receptive to the idea and liked the idea of honoring local Veterans.

Matt Rider, 8444 E. St. Rt. 73, expressed his disappointment with the condition of the American flags on Main Street. Chief Copeland stated that the Village is aware that the flags get caught on the tops of the light poles and has tried several options to prevent that. The flags are displayed from Memorial Day to Labor Day, and there is a question of whether to put them up, but he feels that even though they get caught, the flags are important to display. Mr. Lauffer added that the Village is saving to replace the light poles, and this should solve the problem.

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Old Business

Mr. Nation stated that he had contacted several companies to obtain quotes for hanging the Christmas garland and wreaths on the light poles along Main Street. He said Light'N Ohio provided the best quote, \$13,500 the first year and \$7,500 each subsequent year, to hang and maintain the lights. Mr. Nation stated that if the Village purchased the materials and decorated downtown with volunteers, it would cost \$10,746. He recommended that the Village enter into a contract with Light up Ohio. Mr. Nation thanked Mr. Colvin and his family for their commitment to decorating downtown each year, but expressed concerns about the height of the new light poles and volunteers getting up and down ladders. It was decided that Mr. Forbes would prepare legislation for the Light'N Ohio quote.

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Reports

Finance

The Finance Committee did not meet in July. The next meeting will be on August 17th. The public is invited to attend.

Public Works Report

The Public Works Committee meeting scheduled for this evening was canceled. The next meeting will be on September 8th. The public is encouraged to attend.

Special Committee Reports

Waynesville Revitalization Partnership (WRP) will meet on August 11th from 12:00 to 3:00 p.m. Ohio Heritage will deliver their assessment from the DART visit. The follow-up meeting open to the public will be on August 17th at 5:00 p.m.

Village Manager Report

- Chief Copeland informed Council that he will be out of town Thursday and Friday.
- The Village received two bids for the July 30th deadline for the OPWC Fifth/Sixth Street Project. Ford Development submitted the lowest bid at 1.6 million.
- On July 28th, a severe accident occurred on Route 73. The Street Department had to haul sand and help clean up hazardous waste from a traffic accident. Chief Copeland submitted a reimbursement request for supplies and staffing.
- A new impeller will be installed for Well 10 to increase GPM.
- The OPWC Fourth Street project has encountered several obstacles, but the road should be repaved by the end of the month.
- Mr. Forbes and his office are still working on the issues surrounding recording the survey for the purchase of 137 S. Main St. Chief Copeland is also looking at purchasing an adjacent property for overflow parking.
- The Village received an additional \$532.38 from the opioid lawsuit settlement.
- The poles for the stoplight at Route 42 and North St. have been shipped.
- Addison Builders submitted an offer for the LeMay property. However, the owners are holding out, hoping to receive more money.
- The Maintenance Department has been using the hydrovac to clean our catch basins throughout the Village.

Police Report

- Calls for Service and the Mayor's Court End of Month reports will be provided at the next meeting.
- The Compliance Officer has submitted a report for review, along with the new doorhangers for code violations.
- Chief Copeland has established a plan and procedures for the new barricades. These will be used at the upcoming Street Faire this weekend.

Mrs. Miller asked how much was submitted for reimbursement for the accident at Route 73. Chief Copeland stated that FEMA has set amounts for hourly wages, supplies, and vehicles used.

Financial Director Report

- An invite from Wayne Township for the meeting tomorrow has been provided. Michelle Tesco will be attending to speak about her proposed bill on data centers.

Chief Copeland stated he forgot to mention that he just heard from Jake Bertke of Choice One that the Township has decided not to proceed with a mill-and-fill on their portion of Route 73 for the OPWC application. They have agreed instead to help pay for the fire hydrants for this project.

Law Report

None

Mr. Nation asked if Mr. Forbes had any updates on the purchase of 137 S. Main St. Mr. Forbes responded that his office is working on it. The issue is that the survey must list all owners of the adjacent properties along the alleyway. Chief Copeland has just signed an extension to close until August 28th.

New Business

Mr. Lauffer stated that he has had a phone conversation with the new owners of the gazebo downtown. After an inspection, they have discovered that the tree on the property is sick and needs to be removed, and the gazebo is rotted and needs to be redone. They plan to remove the gazebo, pour a concrete pad, and add a pergola with seating underneath. Mr. Lauffer added that the owners will work with the Historic Preservation Board and are invested in the community.

Mr. Nation added that the new owners have downtown's best interest at heart and are invested in downtown. He believes these improvements will attract more people and bring more people downtown.

Chief Copeland asked whether they have addressed the clock currently at the park. Mr. Nation stated that he has not heard, but he will ask.

Legislation

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

Ordinance No. 2026-032

Authorizing the Village Manager to Enter into a Memorandum of Agreement for Deposit of Public Funds and Establishing People's Bank as a Depository for Active and Interim/Inactive Funds

Mrs. Miller motioned to adopt Ordinance 2026-032, and Mr. Lauffer seconded the motion.

Motion – Miller

Second – Lauffer

Roll Call – 6 yeas

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor of adjourning at 8:10 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

August 17, 2026

Chief Copeland

Manager

- Choice One conducted an analysis of the bids received for the waterline, stormwater, and repaving projects on Fifth and Sixth Streets. Ford Development submitted the lowest bid of \$1,617,157.00, which meets all project specifications. Choice One Engineering has provided the Village with a letter of recommendation for Ford Development. I have prepared Ordinance #26-033 for the Council to accept this bid and move forward with the project.
- On Saturday, August 8th, we successfully used the new village barricades for the Saturday Street Faire. They were set up, taken down, and stored without any issues. The barricades functioned effectively, and we received several compliments about the setup. I have included photos showing the barricades in both their storage positions and while in use.

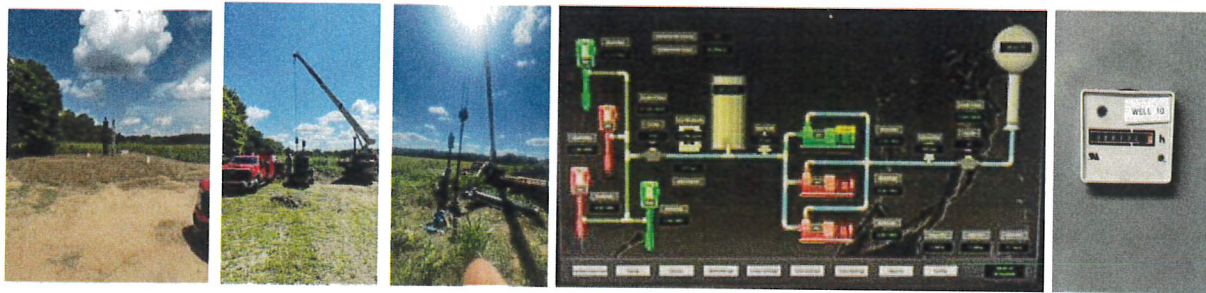


- On Thursday, August 13th, I spoke with Ryan Oeder, the Ohio Department of Transportation Manager for District 8, regarding the traffic signals at SR 42 @ North St. Ryan mentioned that, weather permitting, Miller Cable intends to install the lights by the end of August.
- SmithCorp has completed the OPWC waterline, stormwater line, and curb work for the project on Fourth Street. They have subcontracted Cox Paving to repave the street, and the work is scheduled for the last week of August.
- The Council will be voting on Ordinance 26-035, which authorizes the Village Manager to enter into an agreement with Light' N Up Ohio for decorating Main Street for the Christmas holiday. The cost for the first year will be \$13,500, which includes the purchase of decorations that the Village will own. In subsequent years, the cost will be \$7,500.

- The service line at 339 North Main Street was broken. The Village Water and Maintenance Departments repaired the line and completely restored the property.



- The new impeller for Well #10 was installed on August 4th. An investigation revealed a production rate of 165 gallons per minute (GPM). It is believed that if we perform a nitrogen blast and clean the well, the GPM could double. The cost for this process is \$26,000, and Moody has agreed to split the expense with the Village, each covering \$13,000. The funds will be sourced from the water capital/maintenance fund #5701-539-430-0000.



- The Village Water and Maintenance Departments repaired a water main break at 433 S. Main Street. During the repair process, they accidentally struck an unmarked gas line. The gas company quickly repaired the line and completed the asphalt repaving at their own expense.



- Council will vote to approve Ordinance #26-036 as an emergency measure for the co-op agreement with Wayne Township to allocate \$25,000 for fire hydrants in the Ohio Public Works Commission (OPWC) Old SR 73 waterline and stormwater line replacement project.

Police

- The calls for service dispatched in July are included for your review. Please feel free to contact me with any questions or concerns.
- The July Mayor's Court report is ready for your review. Please reach out to Ashley or me if you have any questions or concerns.
- All permits for the Annual Sauerkraut Festival have been submitted and signed. Additionally, the police services contract has been finalized, and planning for the event is underway.
- On August 9th, Mayor Isaacs and I attended the Annual Veterans Appreciation Picnic at Rolling Meadows Ranch in Lebanon, Ohio. The ceremony began with a performance by the Warren County Sheriff's Honor Guard. The Honorable Judge Tim Tepe received the 2026 Patriot Award. Judge Gary Loxley and Springboro Mayor John Aggenbroad were also in attendance.



**Date**

August 3, 2026

Attention

Chief Gary Copeland

Address

Village of Waynesville
1400 Lytle Road
Waynesville, Ohio 45068

Subject

Fifth Street and Sixth Street Water Main Replacement and Resurfacing
WAR-WAY-2501

Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing.

Through our evaluation of all bid documents submitted, Ford Development Corp., of Cincinnati, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Ford Development Corp.

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Bertke".

Jacob L. Bertke
Project Manager

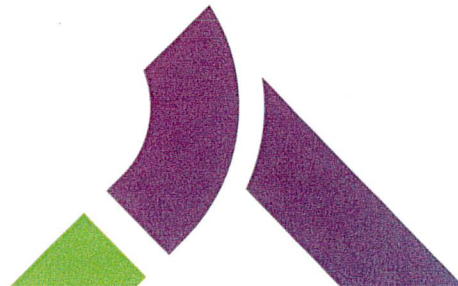
W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

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

WWW.CHOICEONEENGINEERING.COM



[illegible]

Bid Tabulation

Village of Waynesville
Fifth Street and Sixth Street Water Main
July 30, 2026

Ford Development Corp.
Cincinnati, OH

Smith & Brown Contractors
Harrison, OH

REF.	ITEM	UNIT OF	APPROX.	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
NO.	NO. DESCRIPTION	MEASURE	QTY.	COST	COST	COST	COST	COST	COST
VILLAGE OF WAYNESVILLE WORK (WATER MAIN, STREETS AND STORM)									
1	202 REMOVED, AS PER PLAN	LUMP	1	\$22,000.00	\$22,000.00	\$500.00	\$500.00	\$575.00	\$575.00
2	202 CURB REMOVED	FT.	50	\$7.00	\$350.00	\$1.00	\$50.00	\$12.75	\$637.50
3	202 CURB AND GUTTER REMOVED	FT.	560	\$6.00	\$3,360.00	\$1.00	\$560.00	\$19.00	\$10,640.00
4	202 WALK REMOVED	S.F.	690	\$4.00	\$2,760.00	\$2.00	\$1,380.00	\$4.50	\$3,105.00
5	202 CONCRETE PAVEMENT REMOVED	S.Y.	13	\$10.00	\$130.00	\$5.00	\$65.00	\$39.50	\$513.50
6	202 VALVE BOX REMOVED	EACH	5	\$200.00	\$1,000.00	\$20.00	\$100.00	\$311.00	\$1,555.00
7	253 FULL DEPTH PAVEMENT REPAIR	S.Y.	620	\$110.00	\$68,200.00	\$105.00	\$65,100.00	\$100.00	\$62,000.00
8	254 PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"	S.Y.	10255	\$6.00	\$61,530.00	\$3.00	\$30,765.00	\$2.75	\$28,201.25
9	301 ASPHALT CONCRETE BASE, PG64-22, (449)	C.Y.	260	\$260.00	\$67,600.00	\$180.00	\$46,800.00	\$160.00	\$41,600.00
10	304 AGGREGATE BASE, AS PER PLAN	C.Y.	55	\$110.00	\$6,050.00	\$80.00	\$4,400.00	\$142.00	\$7,810.00
11	407 NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	925	\$5.00	\$4,625.00	\$6.00	\$5,550.00	\$6.50	\$6,012.50
12	441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22, REINFORCED WITH PRE-TREATED ARAMID FIBERS (RESURFACING)	C.Y.	430	\$310.00	\$133,300.00	\$294.00	\$126,420.00	\$307.75	\$132,332.50
13	452 6" NON-REINFORCED CONCRETE PAVEMENT	S.Y.	13	\$140.00	\$1,820.00	\$150.00	\$1,950.00	\$275.50	\$3,581.50
14	608 4" CONCRETE WALK	S.F.	130	\$12.00	\$1,560.00	\$20.00	\$2,600.00	\$51.50	\$6,695.00
15	608 CURB RAMP, AS PER PLAN	S.F.	805	\$22.00	\$17,710.00	\$30.00	\$24,150.00	\$34.50	\$27,772.50
16	609 CURB AND GUTTER REPLACED (IN-KIND)	FT.	560	\$45.00	\$25,200.00	\$50.00	\$28,000.00	\$92.75	\$51,940.00
17	611 4" CONDUIT, TYPE B, 707.33, STORM REPAIR	FT.	100	\$20.00	\$2,000.00	\$2.00	\$200.00	\$58.00	\$5,800.00
18	611 6" CONDUIT, TYPE B, 707.33, STORM REPAIR	FT.	50	\$20.00	\$1,000.00	\$4.00	\$200.00	\$90.00	\$4,500.00
19	611 8" CONDUIT, TYPE B, 707.33, STORM REPAIR	FT.	50	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$93.00	\$4,650.00
20	611 12" CONDUIT, TYPE B, 706.02, STORM REPAIR	FT.	10	\$80.00	\$800.00	\$70.00	\$700.00	\$116.50	\$1,165.00
21	611 15" CONDUIT, TYPE B, 706.02, STORM REPAIR	FT.	10	\$100.00	\$1,000.00	\$80.00	\$800.00	\$147.00	\$1,470.00
22	611 10" PVC SDR-35 STORM SEWER (707.45), AS PER PLAN	FT.	40	\$100.00	\$4,000.00	\$20.00	\$800.00	\$289.00	\$11,560.00
23	611 12" RCP STORM SEWER (706.02), AS PER PLAN	FT.	303	\$120.00	\$36,360.00	\$90.00	\$27,270.00	\$214.50	\$64,993.50
24	611 12" CPSP STORM SEWER (707.33), AS PER PLAN	FT.	33	\$90.00	\$2,970.00	\$70.00	\$2,310.00	\$187.00	\$6,171.00
25	611 TYPE 1 CATCH BASIN, AS PER PLAN	EACH	4	\$3,500.00	\$14,000.00	\$4,500.00	\$18,000.00	\$3,499.00	\$13,996.00
26	611 TYPE 1A CATCH BASIN, AS PER PLAN	EACH	2	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00	\$4,335.00	\$8,670.00
27	611 TYPE 1B CATCH BASIN, AS PER PLAN	EACH	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,370.00	\$3,370.00
28	611 4" SANITARY LATERAL REPAIR, AS PER PLAN	FT.	50	\$60.00	\$3,000.00	\$150.00	\$7,500.00	\$254.75	\$12,737.50
29	611 6" SANITARY LATERAL REPAIR, AS PER PLAN	FT.	50	\$80.00	\$4,000.00	\$190.00	\$9,500.00	\$262.00	\$13,100.00
30	611 MANHOLE ADJUSTED TO GRADE	EACH	7	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00	\$1,670.00	\$11,690.00
31	614 MAINTAINING TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00	\$4,640.00	\$4,640.00
32	623 CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	LUMP	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$58,178.00	\$58,178.00
33	630 REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	EACH	2	\$100.00	\$200.00	\$200.00	\$400.00	\$28.75	\$57.50
34	630 REMOVAL OF GROUND MOUNTED POST AND REERECTION	EACH	2	\$100.00	\$200.00	\$350.00	\$700.00	\$28.75	\$57.50
35	630 RELOCATION OF GROUND MOUNTED SIGN AND REERECTION	EACH	3	\$100.00	\$300.00	\$200.00	\$600.00	\$134.50	\$403.50
36	630 RELOCATION OF GROUND MOUNTED POST AND REERECTION	EACH	3	\$100.00	\$300.00	\$350.00	\$1,050.00	\$134.50	\$403.50
37	638 1" TYPE K COPPER WATER SERVICE BRANCH, AS PER PLAN	FT.	1050	\$90.00	\$94,500.00	\$15.00	\$15,750.00	\$161.00	\$169,050.00
38	638 METER PIT, INCLUDING SETTING AND VALVES, AS PER PLAN	EACH	37	\$1,500.00	\$55,500.00	\$2,500.00	\$92,500.00	\$2,501.00	\$92,537.00
39	638 4" D.I.P. CL-52 WATER MAIN, AS PER PLAN	FT.	5	\$220.00	\$1,100.00	\$250.00	\$1,250.00	\$703.00	\$3,515.00
40	638 8" D.I.P. CL-52 WATER MAIN, AS PER PLAN	FT.	2388	\$160.00	\$382,080.00	\$265.00	\$632,820.00	\$208.75	\$498,495.00
41	638 8" GATE VALVE	EACH	5	\$2,600.00	\$13,000.00	\$2,000.00	\$10,000.00	\$2,540.00	\$12,700.00
42	638 4" INSERTION VALVE, AS PER PLAN	EACH	3	\$7,000.00	\$21,000.00	\$11,000.00	\$33,000.00	\$12,811.00	\$38,433.00
43	638 6" FIRE HYDRANT ASSEMBLY, AS PER PLAN	EACH	3	\$9,500.00	\$28,500.00	\$6,500.00	\$19,500.00	\$9,843.00	\$29,529.00
44	638 VALVE BOX ADJUSTED TO GRADE	EACH	9	\$200.00	\$1,800.00	\$50.00	\$450.00	\$415.00	\$3,735.00
45	644 24" STOP LINE	FT.	88	\$15.00	\$1,320.00	\$17.00	\$1,496.00	\$15.50	\$1,364.00
46	644 24" HIGH-VISIBILITY CROSSWALK LONGITUDINAL LINE	FT.	205	\$12.00	\$2,460.00	\$17.00	\$3,485.00	\$24.00	\$4,920.00
47	659 SEEDING AND MULCHING, AS PER PLAN	S.Y.	750	\$4.50	\$3,375.00	\$1.00	\$750.00	\$3.50	\$2,625.00
48	SPEC REMOVE AND RESET MAILBOX	EACH	1	\$100.00	\$100.00	\$100.00	\$100.00	\$236.00	\$236.00
49	SPEC SANITARY SEWER AND LATERAL INSPECTION	LUMP	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$27,659.00	\$27,659.00
SUBTOTAL VILLAGE OF WAYNESVILLE WORK					\$1,143,060.00		\$1,270,021.00		\$1,497,382.25
WARREN COUNTY SANITARY SEWER REPLACEMENT (CHAPMAN ROAD)									
50	202 REMOVED, AS PER PLAN	LUMP	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$575.00	\$575.00
51	202 WALK REMOVED	S.F.	80	\$4.00	\$320.00	\$2.00	\$160.00	\$18.00	\$1,440.00
52	202 CURB AND GUTTER REMOVED	FT.	20	\$6.00	\$120.00	\$1.00	\$20.00	\$12.50	\$250.00
53	254 PAVEMENT PLANING, ASPHALT CONCRETE, 1-1/2"	S.Y.	30	\$6.00	\$180.00	\$3.00	\$90.00	\$27.50	\$825.00
54	301 ASPHALT CONCRETE BASE, PG64-22, (449)	C.Y.	36	\$260.00	\$9,360.00	\$180.00	\$6,480.00	\$257.50	\$9,270.00
55	304 AGGREGATE BASE, AS PER PLAN	C.Y.	2	\$110.00	\$220.00	\$80.00	\$160.00	\$81.50	\$163.00
56	407 NON-TRACKING TACK COAT, 0.09 GAL/S.Y.	GAL.	3	\$5.00	\$15.00	\$6.00	\$18.00	\$11.00	\$33.00
57	441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22, REINFORCED WITH PRE-TREATED ARAMID FIBERS (RESURFACING)	C.Y.	2	\$310.00	\$620.00	\$294.00	\$588.00	\$404.00	\$808.00
58	608 4" CONCRETE WALK	S.F.	80	\$12.00	\$960.00	\$20.00	\$1,600.00	\$45.50	\$3,640.00
59	608 CURB AND GUTTER REPLACED (IN-KIND)	FT.	20	\$45.00	\$900.00	\$50.00	\$1,000.00	\$91.50	\$1,830.00
60	611 6" SANITARY SEWER LATERAL, AS PER PLAN	FT.	75	\$100.00	\$7,500.00	\$190.00	\$14,250.00	\$262.50	\$19,687.50
61	611 SANITARY SEWER MANHOLE, AS PER PLAN	EACH	1	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00	\$5,690.00	\$5,690.00
62	611 8" SANITARY SEWER, PVC SDR-26, AS PER PLAN	FT.	289	\$170.00	\$49,130.00	\$200.00	\$57,800.00	\$323.50	\$93,491.50
63	659 SEEDING AND MULCHING, AS PER PLAN	S.Y.	50	\$4.50	\$225.00	\$1.00	\$50.00	\$4.00	\$200.00
SUBTOTAL WARREN COUNTY SANITARY SEWER REPLACEMENT					\$79,050.00		\$97,716.00		\$137,903.00
WARREN COUNTY SANITARY SEWER REHABILITATION									
64	SPEC SEWER CLEANING	FT.	2795	\$5.00	\$13,975.00	\$7.00	\$19,565.00	\$4.00	\$11,180.00
65	SPEC CCTV VIDEO INSPECTION	FT.	2795	\$5.00	\$13,975.00	\$3.00	\$8,385.00	\$1.75	\$4,891.25
66	SPEC BYPASS PUMPING, COMPLETE	LUMP	1	\$30,000.00	\$30,000.00	\$2,750.00	\$2,750.00	\$4,600.00	\$4,600.00
67	SPEC 8" CURED-IN-PLACE PIPE, THICKNESS PER ASTM F1216, INCLUDING REINSTATEMENT OF LATERALS	FT.	2795	\$40.00	\$111,800.00	\$39.00	\$109,005.00	\$53.00	\$148,135.00
68	SPEC CEMENTITIOUS GROUTING, AS DIRECTED BY COUNTY	C.F.	5	\$150.00	\$750.00	\$440.00	\$2,200.00	\$132.00	\$660.00
69	SPEC CHEMICAL GROUTING, AS DIRECTED BY COUNTY	GAL	5	\$150.00	\$750.00	\$250.00	\$1,250.00	\$287.20	\$1,436.00
70	SPEC MORTAR MANHOLE REHABILITATION	VER.FT.	140	\$300.00	\$42,000.00	\$341.00	\$47,740.00	\$287.20	\$40,208.00
71	SPEC URETHANE/EPOXY COMPOSITE MANHOLE REHABILITATION	VER.FT.	10	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$374.00	\$3,740.00
72	SPEC MORTAR/EPOXY MANHOLE REHABILITATION	VER.FT.	10	\$300.00	\$3,000.00	\$410.00	\$4,100.00	\$328.00	\$3,280.00
73	SPEC REINFORCED EPOXY STRUCTURAL MANHOLE REHABILITATION	VER.FT.	10	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$373.00	\$3,730.00
74	SPEC CHIMNEY SEAL (FLEX SEAL PRODUCT OR EQUAL)	EACH	15	\$540.00	\$8,100.00	\$495.00	\$7,425.00	\$402.50	\$6,037.50
75	SPEC OPEN CUT POINT REPAIR (8" PIPE)	FT.	10	\$300.00	\$3,000.00	\$750.00	\$7,500.00	\$1,105.00	\$11,050.00
76	SPEC LATERAL TRIMMING (PROTRUDING)	EACH	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$230.00	\$230.00
77	SPEC REPLACE CASTING & LID PER WARREN COUNTY STANDARDS	EACH	15	\$2,100.00	\$31,500.00	\$500.00	\$7,500.00	\$1,937.00	\$29,055.00
78	SPEC LATERAL CONNECTION LINING	FT.	10	\$300.00	\$3,000.00	\$1,650.00	\$16,500.00	\$5,175.00	\$51,750.00
79	SPEC UNCOVER MANHOLE AND RAISE TO GRADE	EACH	2	\$900.00	\$1,800.00	\$2,500.00	\$5,000.00	\$2,875.00	\$5,750.00
SUBTOTAL WARREN COUNTY SANITARY SEWER REHABILITATION					\$270,650.00		\$249,420.00		\$325,732.75
TOTAL					\$1,492,760.00		\$1,617,157.00		\$1,961,018.00

	Ford Development Corp.	Smith & Brown Contractors
Unit & Total Bid Correspond	☒	☒
Receipt of Addenda	☒	☒
Signature Page	☒	☒
Bid Security	☒	☒
Personal Property Tax	☒	☒
State of Ohio EEO Requirements	☒	*1

*1 Missing pg. B-13.

CALLS FOR SERVICE

From Date: 07/01/2026 12:00:00am

To Date: 07/31/2026 11:59:59pm

Type Description	Count
911 Hangup / Silent	12
Alarm	8
Attempt to Locate	1
Business Check	42
Citizen Assist	5
Criminal Warrant	1
Disorderly Conduct/Intox. Subject	2
Domestic Violence	3
Escort	8
Extra Patrol	234
Fire Call	4
Follow Up Investigation	6
Hit Confirmation	1
Indecency/Lewdness	2
Intoxicated Driver	1
Juvenile Complaint	1
Lock Out	5
Lost Property	1
Medical	33
Mental Disorder	1
Noise Complaint	3
Notification Only	2
Parking Complaint	4
Phone Call	12
Recovered Property	1
Road Closure	1
Road Hazard/Disabled Vehicle	7
Solicitor Complaint	2
Special Detail	5
Suspicious Cir/Per/Veh - Past	1
Suspicious Person	1
Suspicious Vehicle	1
Theft	4
Traffic Crash w/ Injuries	2
Traffic Offense	5
Traffic Stop	87
Utility Problem	3
Vacation House Check	2
Well Being Check	4
TOTAL	518

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for July 2026

Page : 1
Report Date : 08/03/2026
Report Time : 09:32:47

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$585.00	\$3,421.00	\$3,186.00
Local Costs	\$2,640.00	\$15,100.00	\$13,659.50
Additional Costs	\$39.00	\$39.00	\$78.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$8,170.00	\$51,125.60	\$39,845.10
Fees			
Fees	\$100.00	\$1,275.00	\$1,225.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.10	\$-132.56
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$11,534.00	\$70,960.70	\$57,861.04
State Revenue From:			
Court Costs			
Victims of Crime	\$576.00	\$3,420.00	\$3,159.00
Drug Law Enforcement Fund	\$217.00	\$1,281.00	\$1,176.00
Indigent Defense Support Fund (Costs)	\$1,645.00	\$9,660.00	\$8,775.00
Total to State:	\$2,438.00	\$14,361.00	\$13,110.00
Other Revenue From:			
Court Costs			
Indigent Driver ALC Treatment Fund	\$93.00	\$549.00	\$504.00
Restitution			
Restitution	\$0.00	\$615.00	\$470.00
Total to Other:	\$93.00	\$1,164.00	\$974.00
TOTAL REVENUE *	\$14,065.00	\$86,485.70	\$71,945.04
*Includes credit card receipts of	\$4,000.00	\$23,715.00	\$25,398.50

END OF REPORT

Finance Director Report

August 17, 2026

- July has been reconciled, and reports have been provided for review.
- Interest for the month of July:
 - STAR Ohio - \$5,414.02 at 3.38%
 - SWEEP Account - \$15,942.60 at 2.65%
 - HRA Checking Account - \$26.79 at 1.12%
- AES Ohio President Tom Raga will attend the September 8th Public Works Committee meeting to present AES rate increases and answer any questions.
- I will be attending an all-day webinar on September 28th to learn about OP&F's new pension administration system, tentatively planned for rollout in October 2026.

Thank you,

Jamie Morley

Finance Director/Clerk of Council

ORDINANCE NO. 2026-033

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE VILLAGE ENGINEER AND AWARDING A CONTRACT TO FORD DEVELOPMENT CORP. FOR THE FIFTH STREET AND SIXTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT AND RELATED CONTRACT DOCUMENTS

WHEREAS, the Village has undertaken the Fifth Street and Sixth Street Water Main Replacement and Resurfacing Project (the "Project"), which consists generally of replacing existing water mains, improving storm sewers, replacing curb ramps, and road resurfacing on Fifth Street, Sixth Street, and Chapman Road, together with related sanitary sewer replacement and rehabilitation work; and

WHEREAS, the Project is funded in part through the Ohio Public Works Commission ("OPWC"); and

WHEREAS, the Village's engineer, Choice One Engineering, has evaluated the bids received and, by letter dated August 3, 2026, has determined and recommended that Ford Development Corp. of Cincinnati, Ohio, is the lowest and best responsible bidder for the Project, with a total bid in the amount of One Million Six Hundred Seventeen Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$1,617,157.00); and

WHEREAS, the Council of the Village of Waynesville has considered the engineer's recommendation and finds that awarding the contract for the Project to Ford Development Corp. is in the best interest of the Village and its residents.

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

SECTION 1. The Council hereby accepts the recommendation of Choice One Engineering and awards the contract for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing Project to Ford Development Corp., in the total contract amount of One Million Six Hundred Seventeen Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$1,617,157.00).

SECTION 2. The Village Manager is hereby authorized and directed, on behalf of the Village, to execute and deliver the Notice of Award to Ford Development Corp., and to execute the construction Agreement and all related Contract Documents with Ford Development Corp. for the Project, in an amount not to exceed the total contract amount set forth in Section 1.

SECTION 3. The Finance Director is hereby authorized to pay Ford Development Corp. the amount as authorized in Section 1.

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED by the Village Council of the Village of Waynesville, Ohio, this _____ day of _____, 2026.

Mayor

ATTEST:

Clerk of Council

**Date**

August 3, 2026

Attention

Chief Gary Copeland

Address

Village of Waynesville
1400 Lytle Road
Waynesville, Ohio 45068

Subject

Fifth Street and Sixth Street Water Main Replacement and Resurfacing
WAR-WAY-2501

Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing.

Through our evaluation of all bid documents submitted, Ford Development Corp., of Cincinnati, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Ford Development Corp.

If you should have any questions or concerns, please feel free to contact us.

Sincerely,



Jacob L. Berke
Project Manager

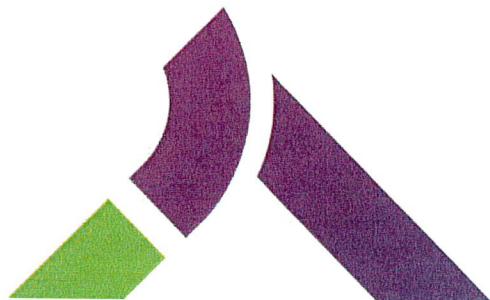
W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

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

WWW.CHOICEONEENGINEERING.COM



NOTICE OF AWARD

Owner: Village of Waynesville
Project: Fifth Street and Sixth Street Water Main Replacement and Resurfacing
Bidder: Ford Development Corp.
Bidder's Address: 11148 Woodward Lane, Cincinnati, Ohio 45241

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/30/2026 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Replacing the existing water mains, improving storm sewers, replacing curb ramps, and road resurfacing on Fifth Street, 6th Street, and Chapman Road in the Village of Waynesville.

The Contract Price of the awarded Contract is: \$1,617,157.00

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: Village of Waynesville

Authorized Signature

By: Chief Gary Copeland

Title: Village Manager

Date of Issuance: _____

ORDINANCE 2026-034

AMENDING ORDINANCE NO. 2026-029 REGARDING A CONTRACT WITH CHOICE ONE ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE OLD STATE ROUTE 73 UTILITY REPLACEMENT AND RESURFACING PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Village Council has previously adopted Ordinance No. 2026-029;
and

WHEREAS, it is now necessary to correct certain information within said ordinance;
and

WHEREAS, Council now desires to approve said corrections.

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

SECTION 1: That all references to the project in question shall be referred to as the Old State Route 73 Utility Replacement and Resurfacing Project.

SECTION 2: That the dollar amount previously approved in Section 2 shall now be \$126,000.

SECTION 3: That all other sections of Ordinance 2026-029 not specifically amended herein shall remain in full force and effect.

SECTION 4: 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 adopt the amendments at the earliest possible date so as to not delay the project.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

**Date**

June 30, 2026

Attention

Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

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

Dear Chief Copeland:

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

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

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

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

Village of Waynesville

Authorized Signature

Date

Choice One Engineering Corporation



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

6/30/2026

Date

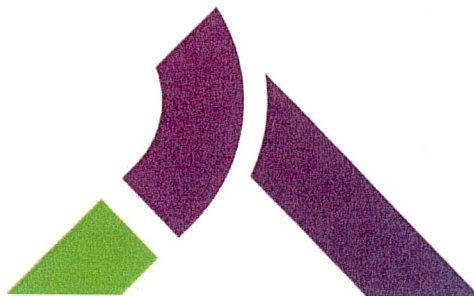
W. Central Ohio/E. Indiana

2633 Campbell Rd.
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937.497.0200 Phone

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WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

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

Project Details

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

Project Services

1. Topographic Survey

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

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

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

Additional Services

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

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

Client Responsibilities

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

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

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

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

Schedule

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

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

WAR-WAY-2604 - Old State Route 73 WMR

-4000' water main replacement

Legend

 Old State Route 73



2026 Standard Hourly Rate Schedule

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

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

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

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

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2026-035

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
CONTRACT WITH LIGHT'N UP OHIO LLC FOR CHRISTMAS LIGHT
PURCHASE AND INSTALLATION AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville has determined that it is in the best interest of the Village to acquire new Christmas lights for downtown; and

WHEREAS, Light'n Up Ohio LLC has submitted a proposal to acquire Christmas lights, including the storage and installation thereof; and

WHEREAS, Council has determined that the proposal meets the needs of the village.

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

Section 1. That the Village Manager is hereby authorized to execute a contract with Light'N Up Ohio LLC pursuant to the terms of the proposal and quote attached hereto as Exhibit A.

Section 2. That the Finance Director is authorized to pay Light'N Up Ohio LLC amounts pursuant to the terms of the proposal and quote attached as Exhibit A.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the contract at the earliest possible date in order to acquire and install the lights in time for the downtown needs.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

Light'N Up Ohio LLC

8604 Lytle Ferry Road
Waynesville, Ohio 45068
Phone: 937-800-BULB (2852) TEXT ONLY: 937-858-1747
lightnupohio@gmail.com | www.lightnupohio.com



RECIPIENT:

Village of Waynesville

1400 Lytle Road
Waynesville, Ohio 45068

Quote #2440

Sent on Jul 16, 2026

Total \$13,500.00

Phone: 5138978010

Product/Service	Description	Total
Christmas Lights - Initial Installation - First Year - Wreaths/Garland	Includes all labor and materials for installation/removal/storage for year 1 -Install (1) 24" commercial grade warm white LED wreath with red/gold canvas bow on (43) light poles along main street -Install (1) 9ft commercial grade warm white LED garland on (43) light poles and (1) clock along main street *Includes Installation/Removal/Year Round Storage *Includes Full in-season maintenance and warranty on materials and workmanship	\$13,500.00
Christmas Lights - Recurring Annual Cost - Subsequent Years	Recurring annual cost for installation outlined above for year 2+ -Installation/Removal/Year Round Storage -Full in-season maintenance and warranty on materials and workmanship *This cost will change if more lights are added to the installation outlined above. If nothing is added, we guarantee this cost will stay the same year to year for 2 years. By approving this quote, this line item is not added to the above cost for first year installations, it is only shown on this quote so you know how much the annual cost will be. You do not have to select this line item to approve this quote.	Not included \$7,500.00

A deposit of \$6,750.00 is required for a spot on our schedule!

Subtotal	\$13,500.00
Non Tax (0.0%)	\$0.00
Total	\$13,500.00

Light'N Up Ohio LLC

8604 Lytle Ferry Road

Waynesville, Ohio 45068

Phone: 937-800-BULB (2852) TEXT ONLY: 937-858-1747

lighthnupohio@gmail.com | www.lighthnupohio.com



This quote is valid for 30 days.

By signing this quote, you agree to all terms and conditions in this document. Installation and removal of seasonal lights may require our personnel to access and climb on your roof and affix the lights to it. If any condition exists making that impractical, unadvisable or dangerous, it is your responsibility to advise of that condition, and you will remain fully liable in the event of any injury or damage to our equipment, materials or personnel.

Warranty:

For all seasonal installations, we provide a warranty for materials and workmanship as long as we install/remove/store the materials for the standard lifespan of the materials. We attempt to fix any material or workmanship issues within 36hrs of being notified of the issue. This warranty does not cover animal related damage, weather related damage, acts of God, vandalism and destruction, overgrown trees on house, or damage caused by someone other than our personnel. Once the lifespan(s) of materials have expired, our warranty will expire and we will recommend replacing materials.

*Stake lights are covered by our warranty for material failures. Damage beyond normal failures may not be covered. This includes damage done by vehicles, pedestrians, snow blowers, animals, etc.

Scheduling:

We schedule on a first come, first serve basis. If you have any specific scheduling requests, please let us know and we will do our best to accommodate you!

Social Media:

We may take photos showing our work on your property. We use these photos to promote our work to future clients. If you do not want your property shown in photos on social media and/or print materials, please let us know!

Deposits:

A 50% deposit is required for new customers to lock in a spot on our schedule. The remaining 50% balance will be due upon completion of installation, at the time of invoicing. Existing clients are invoiced for annual costs at the completion of installation. Accounts with open invoice balances over 30 days may not receive warranty service. These are assessed on a case by case basis.

Payments:

Full payment on your invoice is due upon receipt unless otherwise noted. You can pay online via credit card or mail a check to the address above. We reserve the right to keep materials for installations that are not fully paid for. We reserve the right to keep materials in our possession for accounts with open invoices over 30 days.

2% charges will be assessed to past due invoices for each month or part thereof any invoice remains unpaid. Any collections fees, including, but not limited to reasonable attorneys fees, may be assessed to delinquent accounts

General Information:

Our seasonal Christmas lighting schedule is extremely weather dependent. We work 7 days a week as needed during the lighting season. We start installing in early October and leave timers unplugged in the ON DUSK/DAWN position. You are welcome to plug them in when you prefer or change the settings as you desire. We begin removing lights in January, depending on weather. If you have a specific preference (IE: leave them up until February) please let us know.

Seasonal Materials:

We use brand new C9 bulbs on installed on custom cut, 12" spaced commercial grade wire built for your specific property. All C9 bulbs and Mini lights are LED for low power consumption and long life spans. These materials typically last 4-7 years in our climate. Once we notice any excessive wear, bulb dimming, wire disintegration, broken sockets, etc we will recommend replacing them as they will fall out of our warranty timeframe.

Purchase Info:

Unless you are choosing to lease your materials, all materials are billed in full the first year. Each subsequent year you will only be charged the annual recurring cost portion of the quote unless more is added to the installation. We store all materials at our facility year round when they are not installed. Materials are fully insured while in storage. Leases may not be available for every quote.

Light'N Up Ohio LLC

8604 Lytle Ferry Road

Waynesville, Ohio 45068

Phone: 937-800-BULB (2852) TEXT ONLY: 937-858-1747

lightnupohio@gmail.com | www.lightnupohio.com



Outline Info:

For outlines, we install small eyelets and hooks permanently to allow for consistency year to year. If this is an issue or concern, please let us know prior to approving quote.

Garland/Wreaths:

For garland and wreaths, we may install small eyelets and hooks permanently to allow for consistency year to year. If this is an issue or concern, please let us know prior to approving quote.

Disclaimer:

(a) YOU EXPRESSLY AGREE THAT WE ARE NOT LIABLE TO YOU OR YOUR HEIRS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER AND ANY LIABILITY WILL NOT EXCEED THE AMOUNT YOU PAID FOR SERVICES HEREUNDER IN THE PRIOR TWELVE MONTHS. The foregoing limitation of liability and exclusion of damages shall apply (1) even if we had or should have had knowledge, actual or constructive, of the possibility of such damages, (2) whether a claim is based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or otherwise, and (3) notwithstanding any failure of essential purpose of any limited remedy herein.

For more information on any of the products we use, our installation methods, scheduling preferences, etc please contact us at lightnupohio@gmail.com!

TRIMLIGHT/LANDSCAPE LIGHT INSTALLATIONS: (unless otherwise specified)

-Lifetime product warranty

-3 year labor and workmanship warranty

For more detailed product information or terms please email us at lightnupohio@gmail.com!

Signature: _____ Date: _____

ORDINANCE NO. 2026-36

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO (1) APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR FUNDING FOR THE OLD STATE ROUTE 73 WATER MAIN REPLACEMENT AND RESURFACING PROJECT, AND (2) EXECUTE AN AMENDED COOPERATIVE AGREEMENT WITH WAYNE TOWNSHIP RELATED THERETO; REPEALING PRIOR AUTHORIZING LEGISLATION; AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville, Ohio (the "Village") is undertaking the Old State Route 73 Water Main Replacement and Resurfacing Project (the "Project"); and

WHEREAS, this Council previously authorized the Village Manager to apply to the Ohio Public Works Commission ("OPWC") for funding assistance for the Project and to enter into a cooperative agreement with Wayne Township regarding the Township's participation in and contribution toward the Project; and

WHEREAS, Wayne Township has since determined that it will not participate in resurfacing its portion of the roadway associated with the Project, and has instead elected to contribute toward the replacement of fire hydrants within the Project area; and

WHEREAS, it is therefore necessary to amend and restate the cooperative agreement between the Village and Wayne Township to reflect Wayne Township's revised scope of participation and financial contribution, in substantially the form attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WAYNESVILLE, STATE OF OHIO:

SECTION 1. The Village Manager is hereby authorized and directed, on behalf of the Village, to apply to the Ohio Public Works Commission for grant and/or loan funding for the Project, and to execute any and all documents necessary or appropriate to complete such application.

SECTION 2. The Village Manager is hereby authorized and directed, on behalf of the Village, to execute an amended and restated Cooperative Agreement with Wayne Township, in substantially the form attached hereto as Exhibit A, providing for Wayne Township's contribution toward the replacement of fire hydrants within the Project area in lieu of Wayne Township's prior commitment to resurface its portion of the roadway.

SECTION 3. To the extent of any inconsistency, this Ordinance supersedes and replaces prior legislation of this Council authorizing the Village's OPWC application or its cooperative agreement with Wayne Township regarding the Project, including Ordinance No. 2026-028.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village and shall take effect and be in force immediately upon its passage. The reason for the emergency being that the Village's OPWC application deadline of September 4, 2026 falls before this Council's next regularly scheduled meeting on September 8, 2026.

PASSED: _____, 2026

Mayor

ATTEST: _____
Clerk of Council

OLD STATE ROUTE 73 COOPERATIVE AGREEMENT

Village of Waynesville Resolution # 2026-036
Wayne Township Resolution #

Date August 17, 2026
Date _____.

The Village of Waynesville and Wayne Township enter into a cooperation agreement to submit an application to the Ohio Public Works Commission for the Fourth Street Water Main Replacement and Resurfacing project.

The Village of Waynesville will provide funds equal to as much as 29.63% percent of the total project cost. Such funds will come from the Water Capital, Capital Outlay Fund 5701-800-500-9010.

Wayne Township will provide funds equal to 5% percent of the total project cost, up to a maximum of \$25,000.

The OPWC grant shall cover 69.0% of the project costs.

Wayne Township authorizes the Village of Waynesville to serve as lead applicant and to sign all necessary documents.

The Village of Waynesville agrees to pay its 39.18% of the cost as invoices are due.

Wayne Township agrees to reimburse the Village of Waynesville its 1.37% of the cost within forty-five (45) days after receiving an invoice from the Village of Waynesville.

Signatures for Village of Waynesville

Signatures for Wayne Township

VILLAGE OF WAYNESVILLE, OHIO
ORDINANCE NO. 2026-037

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT (WATER) WITH C. ELLIS PROPERTIES, LLC AND PEOPLES BANK, AND TO ACCEPT THE ASSOCIATED ESCROW SECURITY, FOR THE INSTALLATION OF WATER IMPROVEMENTS IN THE SETTLERS GROVE SUBDIVISION, SECTION/PHASE 1.

WHEREAS, C. Ellis Properties, LLC (the "Developer") is developing the Settlers Grove Subdivision, Section/Phase 1 (the "Subdivision"), situated in Wayne Township, Warren County, Ohio, and is required to install water improvements to serve the Subdivision (the "Improvements") that, upon completion and acceptance, will become part of the Village of Waynesville water system; and

WHEREAS, consistent with the applicable subdivision regulations, the Developer is required to post security to guarantee both the performance of the construction of the Improvements and the maintenance of the Improvements following their tentative acceptance by the Village; and

WHEREAS, the Developer has presented to the Village a Subdivision Public Improvement Performance and Maintenance Security Agreement (Water) (the "Security Agreement") by and among the Developer, the Village of Waynesville, and Peoples Bank, as surety, together with an Escrow Letter under which the Developer's funds on deposit with Peoples Bank will serve as the security required by the Security Agreement; and

WHEREAS, the forms of the Security Agreement and Escrow Letter are attached hereto as Exhibit A and Exhibit B, respectively, and are incorporated herein as if fully rewritten; and

WHEREAS, the Village previously employed this same procedure for the installation of water improvements in the Windfield Estates Subdivision, and the Council of the Village of Waynesville finds that authorizing the Village Manager to execute the Security Agreement and to accept the associated escrow security is in the best interest of the Village and its water customers;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, Warren County, Ohio, that:

Section 1. The Village Manager is hereby authorized and directed, on behalf of the Village of Waynesville, to execute and deliver the Subdivision Public Improvement Performance and Maintenance Security Agreement (Water) with C. Ellis Properties, LLC, as Developer, and Peoples Bank, as Surety, for the installation and maintenance of the water Improvements serving the Settlers Grove Subdivision, Section/Phase 1, in substantially the form attached hereto as Exhibit A, together with such changes not inconsistent with the intent of this Ordinance as the Village Manager, upon the advice of the Village Law Director, deems necessary or appropriate.

Section 2. The Village Manager is hereby authorized to accept, as the security required under the Security Agreement, the Escrow Letter of Peoples Bank in substantially the form attached hereto

as Exhibit B, providing performance security in the sum of one hundred thirty percent (130%) of the estimated cost of the uncompleted or unapproved Improvements and maintenance security in the sum of ten percent (10%) of the estimated total cost of the Improvements, all as more fully set forth in the Security Agreement.

Section 3. The Village Manager is further authorized to take such other actions and to execute such other documents as may be necessary or appropriate to carry out the intent of this Ordinance, including the administration of the Security Agreement and the Escrow Letter, the consent to and approval of withdrawals of escrowed funds, and the giving of notices of default, all in accordance with the terms thereof.

Section 4. Nothing in this Ordinance shall be construed as final acceptance by the Village of the Improvements. Tentative and final acceptance of the Improvements, and release of the performance and maintenance security, shall occur only upon inspection and approval as provided in the Security Agreement and by separate action of the Village where required.

Section 5. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED this _____ day of _____, 2026.

Mayor, Village of Waynesville

ATTEST:

Clerk of Council

ESCROW LETTER

Village of Waynesville Water Department
1400 Lytle Rd.
Waynesville, OH 45068

Re: Security Agreement No. _____

Dear Village Manager:

This letter is being written in connection with Subdivision Public Improvement Performance and Maintenance Security Agreement No. _____ (hereinafter the "Security Agreement"), by and between the Village of Waynesville (hereinafter "Village of Waynesville"), **Peoples Bank**, (1) (hereinafter the "Bank") and **C. Ellis Properties, LLC** (2) (hereinafter the "Developer") referring to certain subdivision improvements in **Settlers Grove Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision").

This is to inform you that the Developer has funds deposited with the Bank in the amount of \$ _____ (4) for the purpose of paying for the cost of installing and maintaining the improvements in the Subdivision, **in accordance with the terms and conditions set forth in the Security Agreement, a copy of which is attached hereto and made a part hereof as if fully rewritten herein.**

The Developer will not be permitted by the Bank to draw upon the funds without the written consent of the Village of Waynesville directed to the Bank. The Village of Waynesville will from time to time permit withdrawal of funds not exceeding ninety percent (90%) of the cost of improvements that have been installed and approved based upon the recommendation of the agency having supervision for the type of improvement for which this letter is given. In no event shall withdrawal of funds, in the aggregate, be permitted as to reduce the total amount of funds below the amount set forth in Item 6 of the Security Agreement until the maintenance security is released pursuant to Item 10 of the Security Agreement or until substitute maintenance security is posted and approved.

Upon written notification of the Village of Waynesville directed to the Bank that the Developer is in default of the Security Agreement, the Bank shall promptly disburse such funds as requested by the Village of Waynesville in the notification for the purposes set forth in Items 4 & 9 of the Security Agreement. The determination of the amount of funds to be disbursed by the Bank to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the Bank, but in no event shall the Bank be required to disburse to the Village of Waynesville funds which exceeds the funds which the Developer has deposited with the Bank as set forth herein or as such deposit of funds has been reduced by Developer withdrawals consented to by the Village of Waynesville. It is mutually agreed that the Bank shall not in any manner be liable for the completion or maintenance of any improvements in the Subdivision and it is further agreed to hold the Bank harmless of all claims and liabilities whatsoever under the Security Agreement other than the obligation to disburse funds to the Village of Waynesville as set forth herein and in the Security Agreement.

Sincerely,

Acknowledged and Agreed by:

DEVELOPER: C. Ellis Properties, LLC
Signature: _____
Printed Name: _____
Title: _____
Date: _____

SURETY: Peoples Bank
Signature: _____
Printed Name: _____
Title: _____
Date: _____

VILLAGE OF WAYNESVILLE
Signature: _____
Printed Name: _____
Title: _____
Date: _____

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No.

This Agreement made and concluded at Waynesville, Ohio, by and between **C. Ellis Properties, LLC** (1) (hereinafter the "Developer") and the Village of Waynesville, (hereinafter the "Village of Waynesville"), and **Peoples Bank** (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in **Settlers Grove Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision") situated in **Wayne** (4) Township, Warren County, Ohio, in accordance with Village of Waynesville Water Department (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ _____ and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ _____ ; and,

WHEREAS, the Village of Waynesville have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and Village of Waynesville Water Department and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the Village of Waynesville to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the Village of Waynesville in the sum of \$ _____ to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Village of Waynesville Water Department regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.
2. The Village of Waynesville will, upon approval of the Village of Waynesville Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within **2 (two)** years from the date of the execution of this agreement, as determined by Village of Waynesville Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Village of Waynesville regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the Village of Waynesville to be in default, the Surety and the Developer shall, upon written notification of default

by the Village of Waynesville to the Surety promptly make sufficient funds available to the Village of Waynesville to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Village of Waynesville Water Department regulations, including any costs incurred by the Village of Waynesville which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the Village of Waynesville, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the Village of Waynesville, the Village Managers may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village of Waynesville in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village of Waynesville for any such deficiency.

5. The Village of Waynesville, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Village of Waynesville water department regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.

6. The Developer will provide maintenance security to the Village of Waynesville in the sum of \$_____ to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Village Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Village Engineer of the maintenance required upon the Improvements to bring the same into compliance with Village of Waynesville Water Department regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Village Engineer.

8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.

9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the Village of Waynesville to be in default, the Surety and the Developer shall, upon written notification of default by the Village of Waynesville to the Surety promptly make sufficient funds available to the Village of Waynesville to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the Village of Waynesville which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the Village of Waynesville, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the Village of Waynesville, the Village of Waynesville may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release

Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village of Waynesville in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the Village of Waynesville for any such deficiency.

10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the Village of Waynesville and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Village of Waynesville Water Department regulations, the Village of Waynesville hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Village Manager or Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the Village of Waynesville all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the Village of Waynesville upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the Village of Waynesville to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the Village of Waynesville :

Village of Waynesville
Attn: Gary Copeland, Village Manager
1400 Lytle Rd
Waynesville, OH 45068
Ph. (513) 897-8015

B. To the Developer:

C. Ellis Properties
Attn: Chad Ellis
7620 Paragon Rd
Centerville, OH 45459
937-436-5258

C. To the Surety:

Peoples Bank
48 N. South Street
Wilmington, OH 45177
Attn: Commercial Loan Dept

All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

_____ Certified check or cashier's check (attached) (CHECK # _____)

_____ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

_____ Original Escrow Letter (attached)

_____ Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

_____ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.
16. In the event that Surety shall fail to make funds available to the Village of Waynesville in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

SURETY:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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IN EXECUTION WHEREOF, the Village of Waynesville has caused this security agreement to be executed by the Village Manager, on the date stated below, pursuant to Board Resolution Number _____, dated _____.

Village of Waynesville

SIGNATURE: _____

PRINTED NAME: _____

TITLE: Village Manager

DATE: _____

RECOMMENDED BY:

By: _____

APPROVED AS TO FORM:

By: _____

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township