



COUNCIL AGENDA

Monday, September 20, 2021 - 7:00 pm
Waynesville Municipal Building

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

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021-043

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH BROWN PAVING AND CONSTRUCTION CO., INC. IN AN AMOUNT NOT TO EXCEED \$117,000 FOR THE RESURFACING OF ADAMSMOOR DRIVE AND MILL STREET AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021-039

AN ORDINANCE ESTABLISHING CERTAIN POSITIONS AND AMENDING THE BASE PAY RATES AND RANGES OF VILLAGE OF WAYNESVILLE EMPLOYEES

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

October 4, 2021 at 7:00 pm

Upcoming Meetings and Events:

Finance Meeting, September 23, 2021 @ 5:00 p.m.

Public Works Committee Meeting, October 4, 2021 @ 6:00 p.m.

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

DRAFT

Present: Mayor Earl Isaacs
Mr. Brian Blankenship
Ms. Joette Dedden
Mr. Zack Gallagher
Mrs. Connie Miller

Absent: Mr. Chris Colvin
Mr. Troy Lauffer

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

***CLERK'S NOTE-** This is a summary of the Village Council Meeting held on Tuesday, September 7, 2021.*

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

Roll Call – 5 present

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

Motion – Dedden
Second – Gallagher

Roll Call – 5 years

Mayor Acknowledgements

Attended the air show at the Waynesville Airport. It was very nice.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on August 16, 2021 as written and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 5 years

Ms. Dedden made a motion to approve the minutes for the Special Council meeting on August 19, 2021 at 5:45 p.m. as written and Mr. Blankenship seconded the motion.

Motion – Dedden

Second – Blankenship

Roll Call – 5 yeas

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Public Recognition/Visitor’s Comments

None

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Old Business

At this time, Council reviewed applications to the Planning Commission Board and Board of Zoning Appeals.

Mrs. Miller made a motion to appoint Mr. McNeeley to the Board of Zoning Appeals and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 5 yeas

Mrs. Miller made a motion to appoint Ms. Klien to the Planning Commission Board and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 5 yeas

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Reports

Finance

The Finance Committee will meet on Thursday September 23, 2021 at 5:00 p.m. in the small conference room at the Government Center. The public is encouraged to attend.

Public Works Report

Public Works next meeting will be on October 4th at 6:00 p.m. Staff is doing a good job on projects around the Village.

Special Committee Report

None

Village Manager Report

- Provided photographs of the concrete floor being poured in the maintenance cold barn. T & T Concrete did a great job. Once the floor has cured, staff will move the equipment back in.
- There is an ordinance tonight for new garage doors for the cold barn. Collected several bids for the project and A & E was the lowest bidder. Asking Council to pass this as an emergency to ensure the doors are installed before winter.
- Currently working with several paving companies to get quotes to have Adamsmoor and Mill Street repaved. Currently, there is only one company that can do this before the end of the year and that quote is for 189K. Jorgensen quoted 115K, but the project would have to be done in the spring of 2022. May have an ordinance at the next Council meeting to lock in that price and have the project done in the spring.
- Provided photographs of the new electric lines to the wellheads. Well 7 should be back online by mid-September and then Well 6 will be upgraded. Due to the lack of rain this summer, the wells are beginning to cavitate, meaning the water level is running low and the wells are pulling some air causing cloudy water for some customers. Because of this, would like to begin researching a new well on the other side of the Mill Race.
- An emergency ordinance is on the agenda to replace several catch basins throughout the Village. This is an emergency to ensure the work is finished before winter.
- Meeting with Wessler on September 13th to begin the master water model for the Village's water system.
- The new leaf vac has been delivered and the Street Department is very happy. The machine is in great shape and more powerful with the ability to pick up wet leaves.
- Asking Council to approve the ordinance tonight to adjust the rates and ranges for Village employees to help with employee retention.
- Provided application for the Ohio Department Development Grant for Third Street to have the water and storm sewer lines replaced and the street repaved.
- Supplied photos of the new water meter vault for the new school's Performing Arts Building. A hot tap was performed on Friday with no incidents.
- Government Center parking lot has been crack filled, sealed, and restriped.
- Historic Preservation Board met this evening to review an application for a store front on Main Street to ensure guidelines are being met.

- Third Annual Warren County Veteran's Picnic will be held on September 11th at the Warren County Fairgrounds. There will be free food, Richard Lynch Band, and games.

Police Report

- August calls for service and Mayor's Court reports have been provided. Also provided Sgt. Denlinger's report for code enforcement.
- September 18th the officers are scheduled for taser training and range qualifying. Plan on using the Command Vehicle for written tests and will provide the officers with lunch and drinks thanks to the generosity of community members.
- Included a flyer for the opening ceremony for the new Warren County Jail and Sheriff's Office.

Financial Director Report

- Official audit report was provided for 2019 and 2020. The Village did fantastic with no findings or exceptions.

Law Report

None

New Business

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2021-039

An Ordinance Establishing Certain Positions and Amending the Base Pay Rates and Ranges of Village of Waynesville Employees

Ms. Dedden stated this was discussed at the Finance Meeting and the intent is to help keep retention of employees. The new rates and ranges increase the top range of the rates, and the Village Manager is responsible for setting the rates for each employee.

Chief Copeland added that there was a new addition to the exhibit that included a \$50 on call for monitoring of SCADA during the weekends.

Ms. Dedden made a motion to have the first reading of Ordinance 2021-039 and was seconded by Mr. Gallagher.

Motion – Dedden
Second – Gallagher

Roll Call – 5 yeas

Ordinance 2021- 040

An Ordinance Authorizing the Finance Director to Transfer Investment Funds (2 Year CD) and Declaring an Emergency (CD Rollover)

Mr. Blankenship made a motion to waive the two-reading for Ordinance 2021-040 and was seconded by Mrs. Miller.

Motion – Blankenship
Second – Miller

Roll Call – 5 yeas

Mayor Isaacs made a motion to adopt Ordinance 2021-040 and was seconded by Mr. Gallagher.

Motion – Isaacs
Second – Gallagher

Roll Call – 5 yeas

Ordinance No. 2021-041

Authorizing the Village Manager to Enter into a Contract with AE Door & Window Co. in an Amount Not to Exceed \$14,885.81 to Replace the Garage Doors in the Maintenance Barn and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading for Ordinance 2021-041 and was seconded by Mr. Gallagher.

Motion – Dedden
Second – Gallagher

Roll Call – 5 yeas

Mr. Gallagher made a motion to adopt Ordinance 2021-041 and was seconded by Ms. Dedden.

Motion – Gallagher
Second – Dedden

Roll Call – 5 yeas

Ordinance No. 2021-042

Authorizing the Village Manager to Enter into a Contract with Walt Biggs Excavating in an Amount Not to Exceed \$38,580 for Catch Basin Repair and Replacement and Declaring an Emergency

Mrs. Miller made a motion to waive the two-reading for Ordinance 2021-042 and was seconded by Mr. Gallagher.

Motion – Miller
Second – Gallagher

Roll Call – 5 yeas

Mr. Gallagher made a motion to adopt Ordinance 2021-041 and was seconded by Mr. Blankenship.

Motion – Gallagher
Second – Blankenship

Roll Call – 5 yeas

Second Reading of Ordinances and Resolutions

Ordinance No. 2021-036

An Ordinance Authorizing the Disposal of Obsolete, Unneeded and Unfit for Public Use Personal Property Pursuant to R.C. 721.15

Mr. Blankenship made a motion to adopt Ordinance 2021-036 and was seconded by Mrs. Miller.

Motion – Blankenship
Second – Miller

Roll Call – 5 yeas

Tabled Ordinances and Resolutions

None

Executive Session

None

At this time, Council discussed repaving Adamsmoor and Mill Streets and it was agreed to wait till the spring in order to save over 60K rather than pay the higher quote to have the streets repaved this fall.

Ms. Dedden made a motion to adjourn and was seconded by Mr. Blankenship. All were in favor to adjourn at 8:14 pm.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2021-043

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH BROWN PAVING AND CONSTRUCTION CO., INC. IN AN AMOUNT NOT TO EXCEED \$117,000 FOR THE RESURFACING OF ADAMSMOOR DRIVE AND MILL STREET AND DECLARING AN EMERGENCY

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

WHEREAS, Brown Paving and Construction Co., Inc. submitted the lowest and best proposal for said work with a bid of \$117,000.

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

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

Section 2. That the Village Manager is hereby authorized to enter into a contract with Brown Paving and Construction Co., Inc. for work related to the Adamsmoor and Mill resurfacing pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$117,000 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this ____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Village of Waynesville
PROPOSAL

Project Management
Business Plan

Prepared For:

Village Of Waynesville
1400 Lytle Road, Waynesville, OH, USA
1400 Lytle Road, OH, 45068

Prepared By:

Brown Paving & Construction Co. Inc.
4755 Stubbs Mills Rd
Morrow , OH, 45152
Phone: 513-899-4496

Executive Summary

About Us

When quality matters you can always count on the paving professionals at Brown Paving & Construction Co. Inc. / 1-800-ASPHALT to do the job. Our 20 years in business has given us an awareness of our customer's expectations. Our entire team has been hand picked by the owner based off thier performance and dedication, allowing us to create a team that can exceed your expectations in every way. Here at Brown Paving & Construction Co. Inc. we believe in building a one-on-one relationship with every single client, so please feel free to call anytime with questions on you estimate or project.

Proposal Details

Village of Waynesville

Mill and Overlay

Total: \$117,000.00

ADAMSMORE DR. (93,511 SQ.FT.) MILL ST. (8,492 SQ.FT.)

- Mill existing asphalt surface at an average depth of 1.5"
- Power broom the existing after milling to prep for paving.
- Tack area with DOT approved tack.
- Install 1.5" 448 type 1 hot mix surface asphalt.
- Roll and compact using a 3-5 ton roller.
- Seal edges with hot rubberized crack-fill.
- Remove any construction related debris from job site.

Price Breakdown

Village of Waynesville

Services	Investment
Mill and Overlay	\$117,000.00
Project Total:	\$117,000.00

Contract

Village of Waynesville

Agreement

The information contained in this proposal constitutes the terms between Brown Paving & Construction Co. Inc., and Gary Copeland, Village Of Waynesville. All prices stated above will be honored by both parties. Any adjustments will be agreed upon and signed off before work proceeds. Any work outside of the scope of this contract will be agreed upon in a new contract. By signing this document, you agree to pay the total owing on the contract on completion of project.

Authorized Signature

The undersigned agrees to the terms of this contract on behalf of Gary Copeland, Village Manager.

Terms of Payment

By signing below, we agree to pay the balance owing on the project in full by completion of the project.

Date: _____

For Village Of Waynesville
Gary Copeland
1400 Lytle Road, Waynesville, OH, USA
1400 Lytle Road, OH, 45068

For Brown Paving & Construction Co.
Inc.
Devon Hall
4755 Stubbs Mills Rd
Morrow , OH, 45152

BROWN
Paving & Construction Co. Inc.

Proposal Terms

Village of Waynesville

These Terms and Conditions are by and between Brown Paving & Construction Co. Inc. (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. Drainage is not guaranteed in areas having less than 2% grade.

Unit prices shall apply to all work performed beyond the original scope if such work can be performed at the same time Contractor is working on site for original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price, if equipment must be moved back to the site to perform additional work. Contractor is under no obligation to perform any extra work. All proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractors responsibility to check sub-base unless specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.

Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All unpaid amounts beyond the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.

The pricing contained herein is based on work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. Terms for doing work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions at the price set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.

Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.

In the event air temperatures fall below the acceptable range (per Industry standard) for concrete and asphalt products, the Purchaser will incur all costs to maintain the required temperatures. There will be a \$.15 per square foot per day rental fee for blankets used to regulate the temperatures. If heaters are required to maintain certain temperatures there will also be a \$150.00 fee per day, per heater. The minimum acceptable temperatures are 40 degrees Fahrenheit for both concrete and asphalt.

Although Contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and/or area being sealed or treated.

Contractor shall not be bound to construction schedules unless agreed to in writing. If no schedule is established, Contractor will undertake work in course of its normal operating schedule. Purchaser shall ensure all existing surfaces be in a condition suitable to receive work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment. To the extent that work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such work.

Purchaser is responsible to obtain all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc. marked by an independent utility locator prior to the commencement of work. All specifications and work estimates are conditioned on all private utilities not being disturbed or changed by modifications to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities caused by equipment necessary to carry out the work. Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.

Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Further, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded. In the event that Contractor retains an attorney to recover amounts due under this agreement, Purchaser agrees to pay all attorney fees, court and of collection costs incurred by Contractor.

Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.

ORDINANCE NO. 2021-039

AN ORDINANCE ESTABLISHING CERTAIN POSITIONS AND AMENDING THE BASE PAY RATES AND RANGES OF VILLAGE OF WAYNESVILLE EMPLOYEES

WHEREAS, the Village Council of the Village of Waynesville has reviewed the base rates and ranges of Village of Waynesville employees; and

WHEREAS, Council recommends an adjustment to the base rates and ranges pursuant to the exhibit which is attached hereto and marked as Exhibit "A" and incorporated herein.

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

Section 1. That the established positions and base pay rates for Village of Waynesville employees shall be the positions, rates and ranges set forth on Exhibit "A" which is attached and incorporated herein by reference. These rates and ranges shall replace and supersede any other rates and ranges that are in conflict and shall be effective October 31, 2021.

Section 2. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Village of Waynesville – Employee Pay Ranges

Administration

Village Manager / Safety Director	Salary per Contract
Finance Director	Salary per Contract
Assistance Finance Director	\$19 - \$27
Clerk Of Council	\$15 - \$27
Law Director	Compensation per Contract
Magistrate	Compensation per Contract
Part- time Administrative Employee	\$13 - \$18

Police Department

Police Chief	Salary per Contract
Lieutenant	\$25 - \$34
Sergeant	\$20 - \$31
Patrol Officer	\$18 - \$30
School Resource Officer	\$18 - \$30
Scheduled Reserve Officer	\$23
Reserve Secondary Officer	\$15 per shift (no OPERS)
Mayor's Court Clerk / Police Clerk	\$16 - \$25
Court Bailiff	\$25 per Shift (no OPERS)
Part-time Code Enforcer	\$15 - \$20
Special Event Off Duty Officer	\$60 (per hour)

Public Works Department

Water Department Supervisor	\$30 - \$35
Water Licensed Operator	\$23 - \$30
Part-time Water Licensed Operator	\$23 - \$30
Part-time Water Licensed Operator on call	\$28
On Call SCADA Personnel	\$50 (per weekend)
Utility Billing Clerk	\$15 - \$24
Maintenance Worker II	\$20 - \$30
Maintenance Worker I	\$15 - \$25
Special Events Public Works	\$50 (per hour)

Revised Date _____

FINANCE COMMITTEE MEETING

DRAFT

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

Members present: Joette Dedden, Connie Miller, Brian Blankenship

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

Guests Present: Earl Isaacs

1. Mr. Blankenship made a motion to approve the Finance Committee minutes as written for July 22, 2021 and was seconded by Mrs. Miller.

3 Yeas

2. The Committee reviewed the reports provided by Ms. Crockett:

- Mr. Blankenship asked if the appropriations for 2021 were in good shape and if any funds needed more money to be appropriated. Ms. Crockett responded that everything looks good and was in the positive. The Village has received the 166K from American Rescue Plan and should receive the same amount next year. This money has been earmarked for EPA approved clean drinking water projects. Ms. Morley also stated that the funds can be used to match state grants, but not federal grants.
- Ms. Dedden asked if the police levy had enough money appropriated. Ms. Crockett explained that there should be plenty to finish out the year.
- Ms. Dedden stated that very little money has yet to be used from the Street Levy. It was explained that Chief Copeland is trying to have Adamsmoor and Mill Streets repaved, but companies are behind due to Covid and that project may have to be done in the spring.
- The Committee discussed what funds were available to use, if the Village must pay for a streetlight at Route 42 and North Street. The permissive fund has been set aside for this project with the possibility of using funds from the Street Levy fund and/or General fund. Still waiting on what comes out of the meeting with Rep. Lipps and ODOT.
- Ms. Dedden asked Ms. Crockett, how much money does the Village have in the bank? The total of all funds is 7.05 million with 4.3 million encumbered, 30% of this has been spent this year. Ms. Dedden also asked about the Revenue Status report and if a negative that good or bad? Ms. Crockett explained that that is good. It means the Village received more revenue in that fund than expected.

3. Ms. Crockett asked the Committee what they wanted to do with the money from the CD that had just matured. The current CD rates are .3 for 2 year, .55 for 3 year, and .8 for a 4 year. Currently there are four 2-year CD that mature every six months.

- Mrs. Miller made a motion to recommend to Council to renew the CD for 2 years and Mr. Blankenship seconded the motion.

3 Yeas

4. Ms. Morley asked the Committee to start thinking about water rates for the 2022 year. She suggested a 3% rate increase as there has not been an increase since January 1, 2020. Ms. Morley said she would provide reports for them to consider at the next meeting.
5. At this time, Ms. Dedden asked about the status of the replacement of the streetlights on Main Street. She asked what fund this would come out of. Ms. Crockett stated that she believes it could come out of general or any fund that is related to streets. Ms. Dedden stated she would speak with the Village Manger to see about revisiting this project.
6. Mrs. Miller made a motion to adjourn at 5:40 p.m. and was seconded by Mr. Blankenship. All were in favor.

FINANCE COMMITTEE MEETING

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

Members present: Joette Dedden, Connie Miller, Brian Blankenship

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

Guests Present: Earl Isaacs

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Council Report

September 20, 2021

Chief Copeland

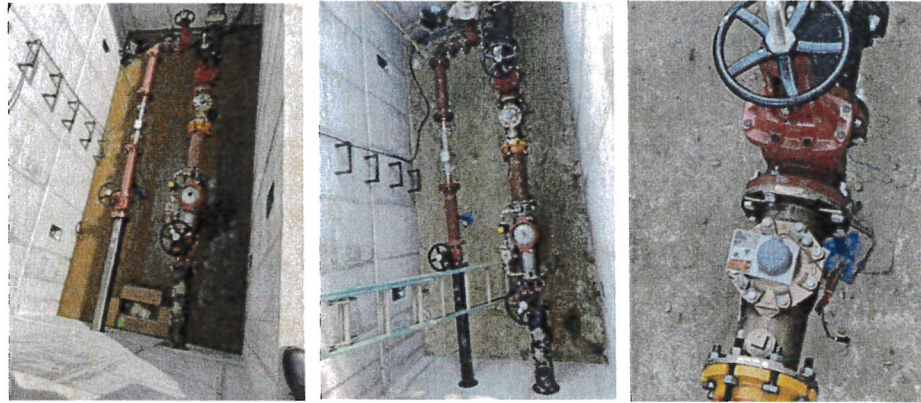
Manager

- I was contacted by Devon Hall of Brown Paving after the last Council meeting on September 7th. I set up an appointment to meet with him to get an estimate and time frame on repaving Adamsmoor Dr. and Mill St. They were the paving company that did Crede Way and Justin Ridge Way last year. On September 8th he submitted a quote to mill and repave both streets for \$117,000.00 and stated that they could do it around the end of October. I have included the bid for your review and prepared an ordinance as an emergency for your approval to move forward with this project.
- T&T Concrete installed the 6” concrete floor in the Maintenance Department cold barn and the Maintenance Department has put the machinery and equipment back in. I have provided photos of the completed job for your review.



- The two garage doors for the Maintenance Department cold barn have been ordered. Brett McKinney from AE Door and Window Company stated that they should be in late November or early December, and they will match the doors on the heated garage. The doors and openers will cost \$14,885.80 and the Village is responsible of two power outlets approximately 14ft from the opening on the ceiling rafters. We are currently waiting on three vendors to give us estimates. We included in the estimation for new LED lights to be installed in the barn with the door lift outlets.
- Nathan from PCI Services is waiting on the wire that is back ordered. The protective PVC lines have been installed and ready to fish the electrical line in. He is hoping to complete Well #7 by the end of September contingent on the arrival of the wire. Nathan is also one of the vendors providing a quote for the electrical work and lighting in the maintenance cold barn.
- Nelson and I met with Ryan Brauen and Ben Schroeder from Wessler Engineering on September 13th and discussed data collection and goals for the Village Water Model.

- Parking permits for people living in the Sauerkraut Festival areas have been delivered and if anyone contacts the council for information, please direct them to our office. The Sawyer Water Distribution building will be closed on Saturday, October 9th and Sunday, October 10th. The Main Street Village Maintenance building parking lot will be permit parking only for that weekend.
- I am providing updated photos of the water portion of the school's Performing Arts building. The vault, valves and lines will become the property of the Village to maintain and the waterlines between the vault and schools will be the responsibility of the school.



- I spoke with the renters at the Village Lockup because they are more than 6 months behind in rent. They have assured me that they are planning on catching up on bills in October and they would like to continue to work with us. I have received serious interest from three parties on purchasing the building. Currently the building needs some maintenance work that could be costly. I am ascertaining whether the Council want to put money into the building or sell it. Council has discussed selling it in the past and if they that is still on the table, the market is currently at its best. In addition, the maintenance work will need to happen before the winter.
- Walt Biggs has ordered the precast catch basins for the eight locations in the Village that have been marked for repair and replacement. He is planning on beginning October 11th following the Sauerkraut Festival.
- The Village Annual Christmas Party for Village employees and families has been scheduled for Friday, December 10th beginning at 6pm at the Village Government Center.

Police

- Sgt. Denlinger will be conducting the police department's annual firearms training on Saturday, September 18th at the Franklin City firing range.
- Officer Mermann will be instructing the department taser training and recertification class on Saturday, September 18th at the Franklin City firing range.
- I have sent a thank you letter to the Bowersox family, a thin blue line family, for the generous donation of snacks and drinks for the Waynesville officers for Thank a Police Officer Day on September 18th.

Village of Waynesville

PROPOSAL

Project Management
Business Plan

Prepared For:

Village Of Waynesville

1400 Lytle Road, Waynesville, OH, USA
1400 Lytle Road, OH, 45068

Prepared By:

Brown Paving & Construction Co. Inc.

4755 Stubbs Mills Rd
Morrow , OH, 45152

Phone: 513-899-4496

Executive Summary

About Us

When quality matters you can always count on the paving professionals at Brown Paving & Construction Co. Inc. / 1-800-ASPHALT to do the job. Our 20 years in business has given us an awareness of our customer's expectations. Our entire team has been hand picked by the owner based off thier performance and dedication, alllowing us to create a team that can exceed your expectations in every way. Here at Brown Paving & Construction Co. Inc. we believe in building a one-on-one relationship with every single client, so please feel free to call anytime with questions on you estimate or project.

Proposal Details

Village of Waynesville

Mill and Overlay

Total: \$117,000.00

ADAMSMORE DR. (93,511 SQ.FT.) MILL ST. (8,492 SQ.FT.)

- Mill existing asphalt surface at an average depth of 1.5"
- Power broom the existing after milling to prep for paving.
- Tack area with DOT approved tack.
- Install 1.5" 448 type 1 hot mix surface asphalt.
- Roll and compact using a 3-5 ton roller.
- Seal edges with hot rubberized crack-fill.
- Remove any construction related debris from job site.

Price Breakdown

Village of Waynesville

Services	Investment
Mill and Overlay	\$117,000.00
Project Total:	\$117,000.00

Contract

Village of Waynesville

Agreement

The information contained in this proposal constitutes the terms between Brown Paving & Construction Co. Inc., and Gary Copeland, Village Of Waynesville. All prices stated above will be honored by both parties. Any adjustments will be agreed upon and signed off before work proceeds. Any work outside of the scope of this contract will be agreed upon in a new contract. By signing this document, you agree to pay the total owing on the contract on completion of project.

Authorized Signature

The undersigned agrees to the terms of this contract on behalf of Gary Copeland, Village Manager.

Terms of Payment

By signing below, we agree to pay the balance owing on the project in full by completion of the project.

Date: _____

For Village Of Waynesville
Gary Copeland
1400 Lytle Road, Waynesville, OH, USA
1400 Lytle Road, OH, 45068

For Brown Paving & Construction Co.
Inc.
Devon Hall
4755 Stubbs Mills Rd
Morrow , OH, 45152



Proposal Terms

Village of Waynesville

These Terms and Conditions are by and between Brown Paving & Construction Co. Inc. (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").

All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. Drainage is not guaranteed in areas having less than 2% grade.

Unit prices shall apply to all work performed beyond the original scope if such work can be performed at the same time Contractor is working on site for original items of work. Contractor reserves the right to renegotiate the terms and conditions, including price, if equipment must be moved back to the site to perform additional work. Contractor is under no obligation to perform any extra work. All proposals are based on the existence of workable sub-base layer of at least four (4) inches. It shall not be Contractor's responsibility to check sub-base unless specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.

Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All unpaid amounts beyond the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion all of Purchaser's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable.

The pricing contained herein is based on work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. Terms for doing work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions at the price set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.

Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.

In the event air temperatures fall below the acceptable range (per Industry standard) for concrete and asphalt products, the Purchaser will incur all costs to maintain the required temperatures. There will be a \$.15 per square foot per day rental fee for blankets used to regulate the temperatures. If heaters are required to maintain certain temperatures there will also be a \$150.00 fee per day, per heater. The minimum acceptable temperatures are 40 degrees Fahrenheit for both concrete and asphalt.

Although Contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the work site is the responsibility of the Purchaser. Contractor is not responsible for crackfill that adheres to tires. Contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and/or area being sealed or treated.

Contractor shall not be bound to construction schedules unless agreed to in writing. If no schedule is established, Contractor will undertake work in course of its normal operating schedule. Purchaser shall ensure all existing surfaces be in a condition suitable to receive work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. Contractor is not responsible for tire marks on asphalt and or concrete. Contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. Contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted or wet subbase materials. Contractor is not responsible for damage to surrounding concrete due to vibration of jackhammers and equipment. To the extent that work is dependent upon work of other contractors or subcontractors, Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such work.

Purchaser is responsible to obtain all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc. marked by an independent utility locator prior to the commencement of work. All specifications and work estimates are conditioned on all private utilities not being disturbed or changed by modifications to accommodate private utilities not disclosed to Contractor previously. Any damage caused to private lines during construction is the sole responsibility of Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities caused by equipment necessary to carry out the work. Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.

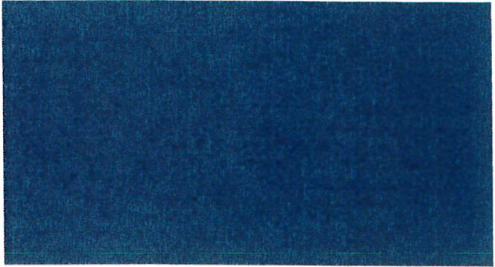
Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Further, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded. In the event that Contractor retains an attorney to recover amounts due under this agreement, Purchaser agrees to pay all attorney fees, court and of collection costs incurred by Contractor.

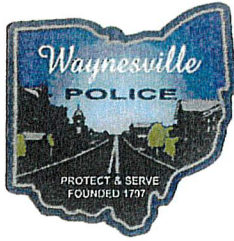
Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchaser's failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.



THANK YOU

For the opportunity
to serve you





VILLAGE OF
Waynesville

Police Department

Gary L. Copeland
Chief of Police
1400 Lytle Road
Waynesville, Ohio 45068
Office 513-897-8010
Dispatch 513-695-2525
Fax 513-897-2015
www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

September 8, 2021

ALL AREA FIRE AND RESCUE DEPARTMENTS, LAW ENFORCEMENT AGENCIES

On October 9th and 10th, the Village of Waynesville will once again host the **OHIO SAUERKRAUT FESTIVAL**.

Main Street in the Village will be blocked off from SR 73 to Franklin Road starting Friday at 1200 hrs. to the conclusion of the festival on Sunday night.

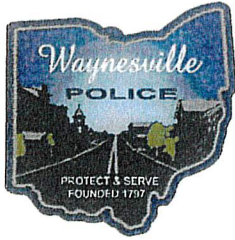
The traffic in and around the Village will be heavy and congested from Friday, October 8th through Sunday night October 10th.

Please contact Warren County Communications Center if your department will have emergency traffic entering the area during festival times.

If you have any questions concerning the routes or have any problems, please contact this office, Monday through Friday, from 0800 to 1600.

Respectfully,

Chief Gary Copeland



VILLAGE OF
Waynesville

Police Department

Gary L. Copeland
Chief of Police

1400 Lytle Road
Waynesville, Ohio 45068
Office 513-897-8010
Dispatch 513-695-2525
Fax 513-897-2015

www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

SAUERKRAUT FESTIVAL PARKING

Dear Resident:

Main Street in Waynesville will be closed from Friday, October 8th at 12:00 pm through Sunday, October 10th. The Waynesville Police Department is issuing parking permits to residents who live inside the Festival boundaries. Please complete the form below and return by noon on **Wednesday, October 6th, 2021**, to receive parking privileges.

NO PERMITS WILL BE ISSUED AFTER OCTOBER 9th
Residents must provide an ID with proof of residency.

If you have any questions concerning your permit, please contact our Police Department during regular business hours at (513) 897-8010.

Your cooperation is appreciated.

Chief Gary Copeland

Name: _____

Address: _____

Vehicle Make & Model: _____

Plate #: _____ Color: _____

Phone Number: _____ Cell Number: _____