



COUNCIL AGENDA

Monday, December 6, 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
November 15, 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:

RESOLUTION NO. 2021-050

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY

ORDINANCE NO. 2021-051

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH ONE STOP SIGNS IN AN AMOUNT NOT TO EXCEED \$44,000 FOR THE PRODUCTION AND INSTALLATION OF AN ELECTRONIC MESSAGE BOARD MONUMENT SIGN AND DECLARING AN EMERGENCY

RESOLUTION NO. 2021 – 052

A RESOLUTION ADOPTING TEMPORARY APPROPRIATIONS FOR THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2022 AND DECLARING AN EMERGENCY

ORDINANCE NO. 2021-053

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MILLENNIUM BUSINESS SYSTEMS FOR COPIER AND WIDE FORMAT PRINTER/SCANNER DEVICES

Second Reading of Ordinances and Resolutions:

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

December 20, 2021 at 7:00 pm

Upcoming Meetings and Events:

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

Finance Meeting, December 16, 2021 @ 5:00 p.m.

**Village of Waynesville
Council Meeting Minutes
November 15, 2021 at 7:00 pm**

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

DRAFT

Village Staff Present: Jeff Forbes, Law Director; Jamie Morley, Clerk of Council

***CLERK'S NOTE-** This is a summary of the Village Council Meeting held on Monday, November 15, 2021.*

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

Roll Call – 6 present

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

Motion – Gallagher
Second – Blankenship

Roll Call – 6 yeas

Mayor Acknowledgements

Would like to congratulate the Waynesville Girls Soccer team for all their hard work to win the State Championship. There will be a parade and proclamation at the school on Thursday evening.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on November 1, 2021 as corrected and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 6 yeas

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Public Recognition/Visitor's Comments

Diane Colvin, 4337 Waynesville Road, introduced herself as Township Trustee elect and stated she was looking forward to working with the Village. Council congratulated and thanked Ms. Colvin.

Mayor Isaacs congratulated Mr. Colvin, Ms. Dedden, Mr. Lauffer, and Mr. Blankenship on their reelection.

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Old Business

None

.....

Reports

Finance

The Finance Committee will meet this Thursday, November 18, 2021 at 5:00 p.m. in the small conference room at the Government Center. The public is welcome to join.

Public Works Report

Public Works will meet on December 6 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

None

Village Manager Report

Report was provided.

Mr. Gallagher commented that he was glad to see more inhouse repairs.

Mr. Colvin also commented that he was very pleased to see the flooding issues being addressed at Pat's Gas.

Ms. Dedden thanked the Street Department for keeping up with leaf pick up. Residents have been very pleased.

Police Report

Report was provided

Financial Director Report

- Should have an ordinance to adopt temporary appropriations at the next Council meeting.

Law Report

None

New Business

None

Legislation

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

Ordinance No. 2021-044

Ratifying and Accepting Plans for Dental, Vision, and Life Insurance for Village Employees and Dependents

Mrs. Miller made the motion to adopt Ordinance 2021-044 and was seconded Mr. Blankenship.

Motion – Miller

Second – Blankenship

Roll Call – 6 yeas

Ordinance No. 2021-045

Establishing a Health Reimbursement Plan for Village Employees and Authorizing Related Payments

Mr. Blankenship made the motion to adopt Ordinance 2021-045 and was seconded Mr. Gallagher.

Motion – Blankenship

Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2021-046

Authorizing Compensation in Lieu of Healthcare Benefits for Village Employees for the 2022 Benefit Year

Mr. Colvin made the motion to adopt Ordinance 2021-046 and was seconded Mr. Gallagher.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2021-047

Adopting a Schedule for Water Rates for the Village of Waynesville Fee Schedule

Mrs. Miller made the motion to adopt Ordinance 2021-047 and was seconded Mr. Blankenship.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Ordinance No. 2021-048

Authorizing the Village Manager to Execute an Amendment to the Employment Agreement with Kitty Crockett

Mr. Colvin made the motion to adopt Ordinance 2021-048 and was seconded Ms. Dedden.

Motion – Colvin
Second – Dedden

Mr. Colvin stated that Ms. Crockett has done an outstanding job keeping the Village's finances in order and the Village is lucky to have her as an employee.

Roll Call – 6 yeas

Ordinance No. 2021-049

Authorizing the Mayor to Execute an Amendment to the Employment Agreement with Gary L. Copeland

Ms. Dedden made the motion to amend Ordinance 2021-049 to change the total in Section 2 to \$138,000.00 and was seconded Mr. Blankenship.

Motion – Dedden
Second – Blankenship

Roll Call – 6 yeas

Mr. Blankenship made the motion to adopt Ordinance 2021-049 and was seconded Mr. Gallagher.

Motion – Blankenship
Second – Gallagher

Mr. Colvin stated that Council is very happy and pleased with the work Chief Copeland is doing. He holds both the position of Village Manager and Safety Director, and it is important to recognize his skillset as making a positive difference for the organization. It is essential for the Village to show appreciation and support for all the good work done by Village employees.

Roll Call – 6 yeas

Tabled Ordinances and Resolutions

None

Executive Session

None

Mr. Colvin asked about the status of the web page to which Ms. Morley responded she just received an email that the newest version is completed, and Legend Web Works has begun to build the web site. Hopefully, by the first of the year the new website will be completed and launched. Mr. Colvin wanted to ensure that the new web site will be compatible with tablets and phones also. Ms. Morley stated that was part of the planning process for the new web site.

Mr. Colvin also asked if Ms. Morley could check with Ms. Crockett on the status of updating the Village finances on Open Checkbook.

Mrs. Miller suggested that a proclamation be made honoring the Waynesville Girls' Soccer Team for winning state. Mayor Isaacs responded that he has already spoken to Chief Copeland and that it will be ready for the event at the High School this Thursday.

All were in favor to adjourn at 7:28 pm.

Date: _____

Jamie Morley, Clerk of Council

2021-050

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR *and declaring an emergency*
(VILLAGE COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

The Council of the Village of Waynesville, Warren
County, Ohio, met in regular session on the 6th day of December
18, 2021, at the office of _____ with the following members present:

- _____
- _____
- _____
- _____
- _____
- _____

Mr. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 18, 2022; and

WHEREAS, The Budget Commission of Warren County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore be it

RESOLVED, By the Council of the Village of Waynesville County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Warren County, ss.

I, Jamie Morley, Clerk of the Council of the Village of Waynesville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

Official Certificate of the Warren County Budget Commission

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 6th day of December, 19 2021

Jamie Morley
Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No. 2021-050

COUNCIL OF THE VILLAGE OF

Waynesville

Warren County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

(Village Council)

Adopted December 6th, 19 2021

Clerk of Council

Filed _____, 19 _____

County Auditor

By _____ Deputy

ORDINANCE NO. 2021-051

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH ONE STOP SIGNS IN AN AMOUNT NOT TO EXCEED \$44,000 FOR THE PRODUCTION AND INSTALLATION OF AN ELECTRONIC MESSAGE BOARD MONUMENT SIGN AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has requested proposals for work related to the production and installation of an electronic message board monument sign; and

WHEREAS, One Stop Signs submitted the lowest and best proposal for said work with a bid of \$44,000.

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 One Stop Signs is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with One Stop Signs for the production and installation of an electronic message board monument sign pursuant to the terms of Option B in 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 \$44,000 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 welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to spend remaining American Rescue Funds before December 31, 2021.

Adopted this ____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



Proposal

Village of Waynesville
 10B N Main St.
 Waynesville OH 45068

11-22-21



Total \$42,000.00



Total \$44,000.00

Production and Installation of 8' 0" x 12' 0" Monument Sign. Sign internally illuminated and double sided. Sign to include Upper Cabinet 3' 0" x 8' 0", reading "Waynesville Est. 1796", with decorative eyebrow. Sign fabricated using 080 aluminum and reverse cut text. Painted Matthews Paint White, and Pantone matched red, flat. Acrylic red text with back lighting.

Signage to include double sided EMC Electronic Message Center sign 4' 0" x 8' 0" 16MM, STAX LED unit. Mounted to steel structure. Monument Sign to include black and faux stone foundation. Foundation Pillar with matching capstone. Monument Sign foundation, poured concrete 3000 PSI.

All work built to IBC 2017 Standards. All work UL Certified.
 5yr Parts and Labor Warranty

Brick and stone selections will match structure

Does not include permitting
 50% Deposit required upon agreement

 CINCINNATI, OHIO	One Stop Signs 2502 St Rt 131 Goshen OH 45122 (513)-722-7867	Signature _____	Date _____
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RESOLUTION NO. 2021 – 052

**A RESOLUTION ADOPTING TEMPORARY APPROPRIATIONS FOR
THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2022 AND
DECLARING AN EMERGENCY**

WHEREAS, the Village Council of the Village of Waynesville has a statutory duty to appropriate funds for expenditures during the calendar year ending December 31, 2022; and

WHEREAS, until such permanent appropriation is adopted, it is necessary to approve certain temporary appropriations for calendar year 2022.

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

Section 1. To provide for expenditures of the Village of Waynesville, Ohio, during the calendar year ending December 31, 2022, the following sums be and they are hereby set aside and appropriated as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. The appropriate Village officers are hereby authorized to draw warrants for the amounts appropriated and for the purpose stated in this Resolution upon presentation of the proper vouchers thereof, or by Ordinances or Resolutions of Council to make expenditures.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare, and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to have appropriated funds for expenditures for the calendar year 2022 at the earliest possible date.

Passed this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

VILLAGE OF WAYNESVILLE, WARREN COUNTY
2022 Temporary Appropriations

1000 GENERAL FUND		
1000-110-130-0001	Salaries - Administrator's Office(VILLAGE MANAGER/ FINANCE)	\$65,000.00
1000-110-211-0000	Ohio Public Employees Retirement System	\$15,000.00
1000-110-213-0000	Medicare	\$1,200.00
1000-110-221-0000	Medical/Hospitalization	\$10,000.00
1000-110-225-0000	Workers' Compensation	\$1,500.00
1000-110-391-0000	Dues and Fees	\$3,000.00
1000-110-399-0000	Other - Other Contractual Services	\$1,500.00
1000-110-420-0000	Operating Supplies and Materials	\$2,000.00
1000-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$1,000.00
1000-110-540-0000	Machinery, Equipment and Furniture	\$20,000.00
1000-210-344-0000	Tax Collection Fees	\$2,500.00
1000-210-344-0029	Tax Collection Fees(Health Dept.)	\$2,000.00
1000-490-650-0000	Contributions to Other Organizations	\$500.00
1000-620-139-0000	Other - Salaries - Administrator's Office	\$20,000.00
1000-620-211-0000	Ohio Public Employees Retirement System	\$5,000.00
1000-620-213-0000	Medicare	\$600.00
1000-620-221-0000	Medical/Hospitalization	\$5,000.00
1000-620-399-0000	Other - Other Contractual Services (Streets)	\$100,000.00
1000-620-420-0000	Operating Supplies and Materials	\$1,000.00
1000-620-433-0000	Repairs and Maintenance of Motor Vehicles	\$10,000.00
1000-620-440-0000	Small Tools and Minor Equipment	\$1,000.00
1000-620-540-0000	Machinery, Equipment and Furniture (Leaf vac)	\$0.00
1000-690-420-0000	Operating Supplies and Materials	\$500.00
1000-690-430-0000	Repairs and Maintenance	\$5,000.00
1000-710-111-0000	Salaries - Council	\$16,500.00
1000-710-131-0000	Salary - Administrator	\$94,000.00
1000-710-132-0000	Salaries - Administrator's Staff	\$42,000.00
1000-710-211-0000	Ohio Public Employees Retirement System	\$10,000.00
1000-710-212-0000	Social Security	\$1,000.00
1000-710-213-0000	Medicare	\$1,800.00
1000-710-221-0000	Medical/Hospitalization	\$2,000.00
1000-710-225-0000	Workers' Compensation	\$2,000.00
1000-710-252-0000	Travel and Transportation	\$1,200.00
1000-710-300-0000	Contractual Services	\$15,000.00
1000-710-310-0050	Utilities(Internet)	\$2,600.00
1000-710-311-0000	Electricity	\$2,000.00
1000-710-320-0000	Communications, Printing and Advertising	\$1,000.00
1000-710-321-0000	Telephone	\$1,000.00
1000-710-340-0000	Professional and Technical Services	\$55,000.00
1000-710-342-0000	Auditing Services	\$5,000.00
1000-710-343-0000	Uniform Accounting Network Fees	\$7,000.00
1000-710-390-0000	Other Contractual Services	\$3,000.00
1000-710-391-0000	Dues and Fees	\$2,500.00
1000-710-410-0000	Office Supplies and Materials	\$2,000.00
1000-710-420-0000	Operating Supplies and Materials	\$1,500.00
1000-710-430-0000	Repairs and Maintenance	\$5,000.00
1000-710-440-0000	Small Tools and Minor Equipment	\$1,000.00
1000-720-169-0000	Other - Salaries - Mayor's Office	\$55,000.00
1000-720-190-0000	Other - Personal Services	\$3,000.00
1000-720-211-0000	Ohio Public Employees Retirement System	\$8,000.00
1000-720-213-0000	Medicare	\$900.00
1000-720-221-0000	Medical/Hospitalization	\$2,000.00
1000-720-225-0000	Workers' Compensation	\$1,000.00
1000-720-252-0000	Travel and Transportation	\$800.00
1000-720-300-0000	Contractual Services	\$11,000.00

1000-720-310-0000	Utilities	\$400.00
1000-720-310-0050	Utilities(Internet)	\$800.00
1000-720-311-0000	Electricity	\$800.00
1000-720-313-0000	Natural Gas	\$500.00
1000-720-320-0000	Communications, Printing and Advertising	\$1,000.00
1000-720-321-0000	Telephone	\$1,000.00
1000-720-340-0000	Professional and Technical Services	\$2,000.00
1000-720-350-0000	Insurance and Bonding Services	\$500.00
1000-720-390-0000	Other Contractual Services	\$1,000.00
1000-720-410-0000	Office Supplies and Materials	\$500.00
1000-720-420-0000	Operating Supplies and Materials	\$2,500.00
1000-725-121-0000	Salary - Clerk/Treasurer	\$26,000.00
1000-725-211-0000	Ohio Public Employees Retirement System	\$4,000.00
1000-725-213-0000	Medicare	\$400.00
1000-725-325-0000	Advertising	\$1,500.00
1000-725-349-0000	Other - Professional and Technical Services	\$1,000.00
1000-725-351-0000	Insurance and Bonding	\$2,500.00
1000-730-300-0000	Contractual Services	\$40,000.00
1000-730-310-0000	Utilities	\$500.00
1000-730-311-0000	Electricity	\$4,000.00
1000-730-313-0000	Natural Gas	\$500.00
1000-730-320-0000	Communications, Printing and Advertising	\$500.00
1000-730-321-0000	Telephone	\$600.00
1000-730-351-0000	Insurance and Bonding	\$2,200.00
1000-730-420-0000	Operating Supplies and Materials	\$2,000.00
1000-730-430-0000	Repairs and Maintenance	\$8,000.00
1000-730-440-0000	Small Tools and Minor Equipment	\$20,000.00
1000-730-510-0000	Land and Land Improvements	\$20,000.00
1000-740-344-0000	Tax Collection Fees	\$3,200.00
1000-745-340-0000	Professional and Technical Services	\$1,200.00
1000-745-342-0000	Auditing Services	\$0.00
1000-910-910-0000	Transfers - Out	\$0.00
1000-930-930-0000	Contingencies	\$100,000.00
	TOTAL	\$878,200.00
2011 STREET CONSTRUCTION, MAINT. AND REPAIR		
2011-620-139-0002	Other - Salaries - Administrator's Office(STREETS)	\$9.00
2011-620-211-0002	Ohio Public Employees Retirement System(STREETS)	\$6,500.00
2011-620-213-0002	Medicare(STREETS)	\$7,000.00
2011-620-221-0000	Medical/Hospitalization	\$10,000.00
2011-620-225-0000	Workers' Compensation	\$2,000.00
2011-620-300-0000	Contractual Services	\$10,000.00
2011-620-310-0050	Utilities(Internet)	\$1,000.00
2011-620-320-0000	Communications, Printing and Advertising	\$200.00
2011-620-410-0000	Office Supplies and Materials	\$100.00
2011-620-420-0000	Operating Supplies and Materials	\$4,000.00
2011-620-420-0009	Operating Supplies and Materials(GASOLINE , DIESEL FUEL)	\$4,000.00
2011-620-430-0000	Repairs and Maintenance	\$5,000.00
2011-620-440-0000	Small Tools and Minor Equipment	\$1,000.00
2011-620-500-0000	Capital Outlay	\$10,000.00
2011-730-300-0000	Contractual Services	\$20,000.00
2011-730-310-0000	Utilities	\$200.00
2011-730-311-0000	Electricity	\$3,000.00
2011-730-314-0000	Heating Oil	\$350.00
2011-730-321-0000	Telephone	\$2,000.00
2011-730-351-0000	Insurance and Bonding	\$3,500.00
2011-730-420-0000	Operating Supplies and Materials	\$1,000.00
2011-800-530-0000	Buildings and Other Structures	\$5,000.00
	TOTAL	\$95,859.00

2021 STATE HIGHWAY IMPROVEMENT FUND		
2021-620-139-0000	Other - Salaries - Administrator's Office	\$2,000.00
2021-620-211-0000	Ohio Public Employees Retirement System	\$500.00
2021-620-213-0000	Medicare	\$50.00
2021-620-300-0000	Contractual Services	\$30,000.00
2021-620-400-0000	Supplies and Materials	\$1,500.00
2021-620-430-0000	Repairs and Maintenance	\$10,000.00
	TOTAL	\$44,050.00
PARKS AND RECREATION		
2041-490-690-0000	Other - Other	\$1,000.00
	TOTAL	\$1,000.00
2051 FEDERAL GRANT		
2051-110-139-0000	Other - Salaries - Administrator's Office	\$0.00
	TOTAL	\$0.00
2061 STATE GRANT		
2061-990-990-0000	Other - Other Financing Uses	\$0.00
	TOTAL	\$0.00
2081 DRUG ENFORCEMENT		
2081-110-300-0000	Contractual Services	\$3,000.00
	TOTAL	\$3,000.00
2101 PERMISSIVE MOTOR VEHICLE LICENSE		
2101-620-300-0000	Contractual Services	\$25,000.00
2101-620-400-0000	Supplies and Materials	\$8,000.00
2101-620-430-0000	Repairs and Maintenance (concrete floor cold barn)	\$0.00
	TOTAL	\$33,000.00
2102 VILLAGE ADD-ONE MVL		
2102-620-420-0000	Operating Supplies and Materials	\$5,000.00
2102-620-430-0000	Repairs and Maintenance	\$5,000.00
	TOTAL	\$10,000.00
2901 POLICE LEVY		
2901-110-139-0000	Other - Salaries - Administrator's Office	\$235,000.00
2901-110-190-0000	Other - Personal Services	\$60,000.00
2901-110-211-0000	Ohio Public Employees Retirement System	\$30,000.00
2901-110-213-0000	Medicare	\$4,500.00
2901-110-215-0000	Ohio Police and Fire Pension Fund	\$30,000.00
2901-110-221-0000	Medical/Hospitalization	\$40,000.00
2901-110-225-0000	Workers' Compensation	\$5,000.00
2901-110-251-0000	Uniform, Tool and Equipment Reimbursements	\$3,000.00
2901-110-252-0000	Travel and Transportation	\$1,000.00
2901-110-300-0000	Contractual Services	\$10,000.00
2901-110-310-0050	Utilities(Internet)	\$1,200.00
2901-110-311-0000	Electricity	\$5,000.00
2901-110-320-0000	Communications, Printing and Advertising	\$3,000.00
2901-110-321-0000	Telephone	\$2,000.00
2901-110-340-0000	Professional and Technical Services	\$2,000.00
2901-110-351-0000	Insurance and Bonding	\$9,000.00
2901-110-390-0000	Other Contractual Services	\$3,000.00
2901-110-393-4000	Motor Vehicles(New Patrol Car)	\$10,000.00
2901-110-410-0000	Office Supplies and Materials	\$1,000.00
2901-110-420-0000	Operating Supplies and Materials	\$5,000.00
2901-110-430-0000	Repairs and Maintenance	\$10,000.00
2901-110-440-0000	Small Tools and Minor Equipment	\$5,000.00
2901-110-520-0000	Equipment	\$5,000.00
2901-190-300-0000	Contractual Services	\$5,000.00
2901-190-420-0009	Operating Supplies and Materials(GASOLINE , DIESEL FUEL)	\$18,000.00
2901-230-212-0000	Social Security	\$1,100.00
2901-730-300-0000	Contractual Services	\$2,000.00
2901-730-310-0000	Utilities	\$500.00

2901-730-320-0000	Communications, Printing and Advertising	\$500.00
2901-730-410-0000	Office Supplies and Materials	\$500.00
2901-740-325-0000	Advertising	\$200.00
2901-740-344-0000	Tax Collection Fees	\$4,000.00
	TOTAL	\$511,500.00
	2902 STREET LEVY	
2902-620-139-0002	Other - Salaries - Administrator's Office{STREETS}	\$5,000.00
2902-620-211-0002	Ohio Public Employees Retirement System{STREETS}	\$1,000.00
2902-620-213-0002	Medicare{STREETS}	\$300.00
2902-620-221-0000	Medical/Hospitalization	\$1,000.00
2902-620-300-0000	Contractual Services	\$50,000.00
2902-620-325-0000	Advertising	\$200.00
2902-620-344-0000	Tax Collection Fees	\$1,000.00
2902-620-400-0000	Supplies and Materials	\$5,000.00
2902-620-420-0009	Operating Supplies and Materials{GASOLINE, DIESEL FUEL}	\$5,000.00
2902-620-500-0000	Capital Outlay	\$30,000.00
2902-800-520-0000	Equipment	\$15,000.00
2902-930-930-0000	Contingencies	\$50,000.00
	TOTAL	\$163,500.00
	2905 MAYOR'S COURT COMMPUTER FEE	
2905-720-410-0004	Office Supplies and Materials{MAYORS' COURT COMPUTER FEES}	\$15,000.00
	TOTAL	\$15,000.00
	5101 WATER	
5101-531-139-0001	Other - Salaries - Administrator's Office{VILLAGE MANAGER/}	\$50,000.00
5101-531-211-0000	Ohio Public Employees Retirement System	\$17,000.00
5101-531-213-0000	Medicare	\$1,500.00
5101-531-221-0000	Medical/Hospitalization	\$10,000.00
5101-531-225-0000	Workers' Compensation	\$1,500.00
5101-531-252-0000	Travel and Transportation	\$500.00
5101-531-300-0000	Contractual Services	\$5,000.00
5101-531-320-0000	Communications, Printing and Advertising	\$1,000.00
5101-531-351-0000	Insurance and Bonding	\$3,000.00
5101-531-390-0000	Other Contractual Services	\$5,000.00
5101-531-391-0000	Dues and Fees	\$1,000.00
5101-531-410-0000	Office Supplies and Materials	\$1,000.00
5101-531-420-0000	Operating Supplies and Materials	\$2,000.00
5101-531-440-0000	Small Tools and Minor Equipment	\$1,000.00
5101-531-490-0000	Other-Supplies and Materials	\$1,000.00
5101-532-139-0000	Other - Salaries - Administrator's Office	\$100,000.00
5101-532-211-0000	Ohio Public Employees Retirement System	\$7,000.00
5101-532-213-0000	Medicare	\$1,000.00
5101-532-221-0000	Medical/Hospitalization	\$5,000.00
5101-532-225-0000	Workers' Compensation	\$1,500.00
5101-532-300-0000	Contractual Services	\$10,000.00
5101-532-320-0000	Communications, Printing and Advertising	\$2,200.00
5101-532-410-0000	Office Supplies and Materials	\$800.00
5101-532-420-0000	Operating Supplies and Materials	\$20,000.00
5101-532-440-0000	Small Tools and Minor Equipment	\$5,000.00
5101-535-139-0000	Other - Salaries - Administrator's Office	\$50,000.00
5101-535-211-0000	Ohio Public Employees Retirement System	\$5,000.00
5101-535-213-0000	Medicare	\$1,000.00
5101-535-221-0000	Medical/Hospitalization	\$2,500.00
5101-535-225-0000	Workers' Compensation	\$1,000.00
5101-535-252-0000	Travel and Transportation	\$300.00
5101-535-300-0000	Contractual Services	\$20,000.00
5101-535-310-0050	Utilities{Internet}	\$5,000.00
5101-535-320-0000	Communications, Printing and Advertising	\$1,200.00
5101-535-351-0000	Insurance and Bonding	\$100.00
		\$6,000.00

5101-535-410-0000	Office Supplies and Materials	\$500.00
5101-535-420-0000	Operating Supplies and Materials	\$25,000.00
5101-535-430-0000	Repairs and Maintenance	\$50,000.00
5101-535-440-0000	Small Tools and Minor Equipment	\$5,000.00
5101-535-500-0000	Capital Outlay	\$15,000.00
5101-535-500-5000	Capital Outlay{SCADA}	\$10.00
5101-539-300-0000	Contractual Services	\$10,000.00
5101-539-310-0000	Utilities	\$1,000.00
5101-539-310-0050	Utilities{Internet}	\$1,200.00
5101-539-311-0000	Electricity	\$42,000.00
5101-539-321-0000	Telephone	\$1,500.00
5101-539-400-0000	Supplies and Materials	\$1,000.00
5101-539-420-0000	Operating Supplies and Materials	\$2,000.00
5101-539-420-0009	Operating Supplies and Materials{GASOLINE , DIESEL FUEL}	\$4,000.00
5101-539-440-0000	Small Tools and Minor Equipment	\$2,000.00
5101-539-500-0000	Capital Outlay	\$10,000.00
5101-930-930-0000	Contingencies	\$100,000.00
	TOTAL	\$610,310.00
	5601 TRASH PICKUP	
5601-569-300-0000	Contractual Services	\$220,000.00
	TOTAL	\$220,000.00
	5602 STREET LIGHT	
5602-130-300-0000	Contractual Services	\$25,000.00
5602-130-311-0000	Electricity	\$4,500.00
5602-130-321-0000	Telephone	\$0.00
5602-130-420-0000	Operating Supplies and Materials	\$10,000.00
	TOTAL	\$39,500.00
	5701 WATER CAPITAL IMPROVEMENT	
5701-539-300-0000	Contractual Services	\$100,000.00
5701-539-420-0000	Operating Supplies and Materials	\$5,000.00
5701-539-430-0000	Repairs and Maintenance	\$70,000.00
5701-539-500-0000	Capital Outlay	\$100,000.00
5701-539-520-0000	Equipment	\$0.00
5701-800-500-9002	Capital Outlay Well (OPWC match)	\$250,000.00
5701-800-500-9003	Capital Outlay Tank Cleaning	\$0.00
5701-850-710-0000	Principal	\$22,000.00
5701-850-720-0000	Interest	\$10,000.00
5701-930-930-0000	Contingencies	\$100,000.00
	TOTAL	\$657,000.00
	5901 STORM SEWER UTILITY	
5901-559-139-0000	Other - Salaries - Administrator's Office	\$6,000.00
5901-559-211-0000	Ohio Public Employees Retirement System	\$1,000.00
5901-559-213-0000	Medicare	\$200.00
5901-559-300-0000	Contractual Services	\$10,000.00
5901-559-400-0000	Supplies and Materials	\$3,000.00
5901-559-430-0000	Repairs and Maintenance	\$3,000.00
5901-559-440-0000	Small Tools and Minor Equipment	\$1,000.00
5901-559-500-0000	Capital Outlay	\$0.00
5901-599-221-0000	Medical/Hospitalization	\$1,000.00
5901-800-500-8000	Capital Outlay{Replace Storm Drains}	\$80,000.00
	TOTAL	\$105,200.00
	5902 WATER TOWER DEPOSIT	
5902-850-710-0000	Principal	\$14,000.00
5902-850-720-0000	Interest	\$2,000.00
	TOTAL	\$16,000.00
	6901 ADMIN HRA	
6901-110-229-0018	Other - Insurance Benefits{HRA FUNDING}	\$5,000.00
6901-532-229-0018	Other - Insurance Benefits{HRA FUNDING}	\$5,000.00

ORDINANCE NO. 2021-053

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MILLENNIUM BUSINESS SYSTEMS FOR COPIER AND WIDE FORMAT PRINTER/SCANNER DEVICES

WHEREAS, the Village of Waynesville has requested proposals for copier and wide format printer/scanner devices; and

WHEREAS, Millennium Business Systems submitted the lowest and best proposal for said equipment.

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

Section 1. The Village of Waynesville accepts the specifications and agrees that Millennium Business Systems is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Millennium Business Systems for copier and wide format printer/scanner devices pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference. The Village Manager is further authorized to execute any and all related agreements.

Section 3. That the Finance Director is hereby authorized to pay a sum for said equipment in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



STATE OF OHIO
DEPARTMENT OF TAXATION
SALES AND USE TAX
BLANKET EXEMPTION CERTIFICATE

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchaser, or both, as shown hereon:

Government

PURCHASER MUST STATE A VALID REASON FOR CLAIMING EXCEPTION OR EXEMPTION.

Village of Waynesville

Purchaser's Name

1400 Lytle Road

Street Address

Waynesville OH 45068

City State Zip

Signature and Title

Date Signed

31-6001091

Vendor's License Number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchasers must comply with rule 5703-9-10 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



A FLEX TECHNOLOGY GROUP Company

Lease Agreement

APPLICATION NO. 1723928

AGREEMENT NO.

11085 Montgomery Road • Cincinnati, OH 45249

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to FlexTG Financial Services, a program of Flex Technology Group and its subsidiaries and affiliates.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., and HP DesignJet T830.

See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 160.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Form for LESSOR ACCEPTANCE with fields for FlexTG Financial Services, LESSOR, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Form for CUSTOMER ACCEPTANCE with fields for Waynesville, Village of, CUSTOMER, SIGNATURE, TITLE, DATED, and FEDERAL TAX I.D. #.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Form for DELIVERY & ACCEPTANCE CERTIFICATE with fields for Waynesville, Village of, CUSTOMER, SIGNATURE, TITLE, ACCEPTANCE DATE, and PRINT NAME.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 6 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 or \$15 per asset (whichever is greater) for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of properly insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-506 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSEE OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCLUDE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Financial Services Corporation ("we", "us", "our") and Waynesville, Village of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1723928 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	PRINT NAME & TITLE
OUR SIGNATURE		
GreatAmerica Financial Services Corporation		
	SIGNATURE	PRINT NAME & TITLE
		DATE

State of Ohio Fiscal Certificate

The undersigned, Fiscal Officer, of Waynesville, Village of , has reviewed agreement no. 1723928 ("Agreement") and hereby certifies that the money required to meet the obligation during the fiscal year in which the Agreement is made has been lawfully appropriated for such purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with all statutory requirements.

FISCAL OFFICER

By: X

Print Name:

Date:



Sharp Sourcewell Contract Purchase Order

Sharp Contract # 030321-SEC

7/1/2021 - 4/19/2025



Selling Dealer Information		Customer Information	
Dealership	<u>Millennium Business Systems</u>	Account Name	<u>Village of Waynesville</u>
Account #	<u>188679</u>	Member ID	<u>83230</u> (Required)
		Member ID Lookup	<u>Sourcewell Vendor Portal</u>
Address	<u>11085 Montgomery Road</u>	Contact	<u>Jamie Morley</u>
City, State Zip	<u>Cincinnati, OH 45249</u>	Delivery Address	<u>1400 Lytle Road</u>
Phone	<u>(513) 924-9600</u>	City State Zip	<u>Waynesville, OH 45068</u>
Email	<u>afeltner@getmillennium.com</u>	Phone	<u>(513) 897-8015</u>
		Email	<u>jmorley@waynesville-ohio.org</u>

Purchase Order Information

Dealer PO # _____

Customer PO # (if applicable) _____

Model #	Unit Price	Qty	Price Extension
Sharp MX - 3071		1	
MX - DE27N		1	
MX - FN27N		1	
			TOTAL

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

X Dealer Printed Name _____
 Dealer Signature & Date _____

X Customer Printed Name _____
 Customer Signature & Date _____

ADDITIONAL INFORMATION

End User PO Attached YES NO
 (Customer signature required if PO isn't attached)

Payment (please select ONE)

- Bill End User
 Bill Dealer / Certified Channel Reseller
 Financed Order

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information (specify if different from above)

Ship to Dealer _____ City _____ State _____
 Acct # _____

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:

For Order Information, visit: <https://b2b.sharpamericas.com>
 Tech Data Inquiries, email: Iscs.Sharp@techdata.com
 (EMAIL MUST INCLUDE SHARP ORDER NUMBER)

All Other Inquiries: (incl RAs and reships)
SNAPCustomerService@sharpsec.com

FTG Entity Address:

CUSTOMER INFORMATION

Bill To:

Name:	Village of Waynesville
Contact Phone:	(513) 897-8015
Address:	1400 Lytle Road
City, State, Zip:	Waynesville, OH 45068
Meter Contact:	Jamie Morley
Suite/Room #:	
E-mail:	jmorley@waynesville-ohio.org

Equipment Location:

Name:	Same
Contact Phone:	
Address:	
City, State, Zip:	
Meter Contact:	
Suite/Room #:	
E-mail:	

AGREEMENT DETAILS

Term:

Monthly Volume: B/W: Color:

Cost Per Print:

Cost Per Print: B/W: Color: See Grouped Pool

Customized Billing (Y/N):

Overages:

Overages: B/W: Color: See Grouped Pool

Monthly Payment:

Service Response Time:

Billing Frequency:

Overage Billing Frequency:

Comments:

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES

Customer:
Print Name:

Supplier:
Print Name:

Signature:
Date:

Signature:
Date:



Equipment Exchange Form

Customer Name: Village of Waynesville

Account # (if known): 0

Address: 1400 Lytle Road

Address		
Waynesville	OH	45068
City	State	Zip

Onsite Contact Info for Installation:

Jmorley@waynesville-ohio.org	(513) 897-8015	Jmorley@waynesville-ohio.org
Name	Phone	Email

New Equipment Added						
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID	
Village of Waynesville	Main Office	Sharp	MX - 3071			
Village of Waynesville	Main Office	HP	DesignJet T830 24 in.			

Equipment Removed						
Location Name/ Site#	Internal Location	Make	Model	Serial Number	PID	
Village of Waynesville	Main Office	Sharp	MX - 3070N	65119444	10646	

TRADE-IN

Customer warrants that it is the sole owner of the equipment being removed (listed above), and that it is free and clear of any liens, security interest and/or any other encumbrances and hereby releases all right and title to the Flex Technology Group.

Data Security

In order to protect confidential information and comply with applicable laws, please ensure all data is securely removed from all disk drives/magnetic media prior to releasing the equipment. The Customer is responsible for selecting an appropriate removal standard that meets their business need (refer to HDD Policy Form); Flex Technology Group is not liable for damages arising from the Customer's failure to comply with this provision.

Comments:

The undersigned warrants that they are authorized by the Customer to execute this release

Customer Signature	_____	Date	_____
Printed Name	_____	Date	_____



Network Information Form

Customer \ Company Name: Village of Waynesville

Date: 10/1/21

IT Contact Name: _____ Phone #: _____ Email: _____

IT Support Staff is: Always Onsite Offsite, Avail. by Remote Support Available by Appointment Customer Does **NOT** have IT Support Staff
(Please Check ALL that Apply)

Does this equipment replace an active Printer/Scanner/MFP device? YES NO
Does this equipment replace a current FlexTG machine? YES NO
Do you require any of the below data copied off your existing equipment? (Below availability varies by manufacturer due to incompatibility)
 Address Book Account Track User Authentication User Boxes Misc.

Is/Are the required power outlet(s) installed for the MFP? (110v-220v / 15-20-30 amp): YES NO
Is a Network Port available & already installed in the location the MFP will reside? YES NO
Will this equipment be placed into a *Wireless ONLY* Network environment? YES NO

Which type(s) of computer Operating System(s) is/are used in your network? (please check ALL that apply)
 Windows Apple/Mac Linux/Unix Other: _____

Which type(s) of Print Driver installation is/are required on your network? (please check ALL that apply)
 Local PC Print Server Citrix Other: _____
What type of Print Driver? PCL Post Script
How many workstations would you like setup to print? (please check the ONE that applies)
 None 1-3 4-6 7-10 11-15 16-20 21+
Up to 3 local workstation driver setups per device model. Extra charges will apply for more.

Please select any method(s) of Scanning you would like setup: (check ALL methods that apply & enter data below)

Scan to Email
SMTP Server: _____
(Hostname or Static IP Address)
Email Add: _____
(Desired Email Address of MFP Device)
SMTP Port #: _____ SSL, TLS, N/A: _____
SMTP Authentication: YES NO
(If YES, include Username & Password in the NOTES.)

Scan to SMB
Hostname: _____
(MAC's require IP Address)
Path: _____
(Share Path\Name of Destination Folder)
Username: _____
(User must have Read/Write Permissions)
Password: _____

LDAP Settings
LDAP Server Host Name or IP: _____
LDAP Search base: _____
Username: _____
Password: _____

Misc Notes: Software Dependencies - Is there any software dependent upon the client's printer setup. If so please explain?

Please import settings from current device into new device, new device uses same print drivers as current device



Network Information Form

Customer \ Company Name: Village of Waynesville

Network Information:

Subnet Mask: _____
 Default Gateway: _____
 Domain: _____

Primary DNS: _____
 Secondary DNS: _____
 Wireless SSID Name: _____
 Wi-Fi Password: _____
 WiFi Security Type: _____

Physical Location	Current Make/Model	Proposed Make/Model	IP Address, USB and/or Host Name	Fax Number & Header Name	Power Requirements
Main Office	Sharp MX - 3070N	Sharp MX - 3071	10.1.224.66		Standard

Authorization to Perform Work and Release of Liability:

You hereby authorize Millennium Business Systems to perform the work outlined above and understand the limits of this scope of work. Anything beyond this scope of work is subject to charges and requires a separate scope of work. You also agree to release and hold harmless Millennium Business Systems from any indirect or consequential damages related to the above work.

 Signature

 Date

PUBLIC WORKS COMMITTEE MEETING –

November 1, 2021 –

MEMBERS PRESENT: Chris Colvin, Zachary Gallagher, Troy Lauffer

GUESTS PRESENT: Connie Miller, Joette Dedden, Earl Isaacs

STAFF PRESENT: Chief Copeland, Jamie Morley

DRAFT

1. Meeting called to order at 6:00 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Lauffer made a motion to accept the October 4th, 2021 minutes and was seconded by Mr. Gallagher.

3 Yeas

4. At this time, Chief Copeland went over new and ongoing projects:
 - a. Water Department repaired a service line in house on Fourth Street.
 - b. The drainage project behind Pat's Gas has been started. A dam will be built up to catch and direct more water in the larger catch basin.
 - c. Walt Biggs has begun replacing catch basins.
 - d. Dug Rite will soon begin the Franklin Sidewalk Project. Had to provide paperwork for prevailing wage which increased the price by 10K, but the County Commissioners agreed to cover the increase.
 - e. Want to discuss replacing the streetlights along Main Street with higher poles and LEDS.
 - f. Would also like to get the Committee's opinion on micro sealing part of the streets next year. This uses a blend of asphalt and fibers and is supposed to expand with the weather. It is about a 1/3 of the cost of a full mill and fill and will last at least 10 years. This option is good for roads that have a lot of cracks but not very many potholes, so would not be a good option for Wilkerson. The texture is a little different as it is rougher but should settle as the road is used. The Township just had it done on Thomas Drive. Asking Council to check out Thomas Drive for their opinion on using this option on a couple of Village streets next year.
 - g. Would like to get an electronic message board in front of the Government Center for better communication with the public. Maineville, Springboro, Hamilton Township, Morrow all have them. It is a great way to communicate with the public on events like trick or treat, meetings, office closures, boil advisories, street closures. To do a sign like the school has will run about 28K and this would match the brick of the Government Center. A similar sign such as Morrow's with just a metal stand will cost about 23K. Mrs. Miller asked where the money would come from? Chief Copeland stated that he believes it would come from the general fund. He suggested using the money received from the sale of property at the back of 1400 Lytle could be used for this project. Mr. Lauffer stated that he likes the idea but would like to see where the money will come from. The Committee asked Chief Copeland to meet with companies and get designs and price quotes.
 - h. Mr. Colvin asked about the status of the new web site. Legend Web Works is updating their software and once that is finished, the new web site will be rolled out.

5. Streetlights on Main Street:

- a. Nathan from PCI provided a catalog of lamppost options. Chief Copeland suggested that the new poles have the requirement to be taller than the current 12', have utility outlet, and LED. The taller poles are needed because delivery trucks hit the flags sometimes. Chief Copeland suggested that the color stays green as the street signs are currently green. Nathan provided a very basic quote to get a rough idea of what the project will cost. The quote included a dome light, 14' pole, outlet, brackets for a flag, flower basket arm for \$3,600 each. There are 46 poles.
- b. Mr. Gallagher stated that before the Committee starts discussing the design of the poles, he would like to consider specific requirements. He agreed that an outlet is needed but wondered if a higher voltage of 90 watts should be installed to support festivals and food trucks. The question of how to bill for this and the cost would be too great. The project is already at about 165K. Mr. Gallagher also would like to consider the cost and durability of aluminum versus cast iron.
- c. Mr. Colvin stated that the replacement of the streetlights on Main St needs to be addressed soon. It is not just for the aesthetics, but the current lights are not in good shape. The Village needs to consider the hazard and liability of the lights, they are deteriorating.
- d. At this time the Committee discussed getting input from merchants, WMA, or the Chamber and to see if they would like to contribute to the project. The merchants purchased the lampposts in the past.
- e. Ms. Dedden stated she looked over the options in the catalog and wanted to know the cost difference between ordering the base and pole as one piece or ordering a separate base and pole.
- f. Mrs. Miller suggested creating a small committee to narrow down to 3 to 5 options. Mr. Lauffer liked the idea of getting it down to 3-5 options and suggested having the public vote for the winner. Mrs. Miller suggested that the Public Works Committee make a list of requirements like power outlets, LED, arm or dome, cast iron or aluminum.
- g. Mr. Colvin stated he is opposed to getting the public involved because he feels this could be a polarizing topic. He stated that MOMS should be involved as the purpose is to maintain old main street and feels strongly that this would be a great way to get the merchants, Chamber and Village all engaged in choosing the new lampposts.
- h. Mr. Gallagher stated that the Public Works Committee should decide the basic requirements such as aluminum verses cast iron, and which would be the most durable, requirements of the outlet and what electrical capability, and the lights must be LED.
- i. It was agreed that a collaborative of the Village, merchants, and Chamber would be ideal. Mr. Colvin stated that this is the purpose of MOMS. Hopefully, by including these entities, they will agree to help fund the project. There are 2 members of Council on MOMS, Ms. Dedden and Mr. Lauffer.
- j. It was decided that Public Works will suggest at the Council Meeting tonight to recommend to send the selection of new lampposts along Main Street to MOMS.

6. All were in favor to adjourn at 6:57 PM

Jamie Morley
Clerk to Council

Council Report

December 6, 2021

Chief Copeland

Manager

- DugRite Excavating began the sidewalk project on November 29th. A copy of the notices that I sent out to the residents affected by the project has been attached for your review. The County letterhead was used because they are funding the project. A sidewalk is being installed from Fifth Street to Lytle Road on Franklin Street. This project is funded by a county grant that I applied for and was awarded over \$40,000.00. The sidewalk will provide a safe way for pedestrians to travel since there are currently no sidewalks through that route. The project will be at no cost to the residents or Village taxes. They are looking to complete the project with property restoration by the end of December. This project also includes ADA approved handicap ramps at the street crosswalks.

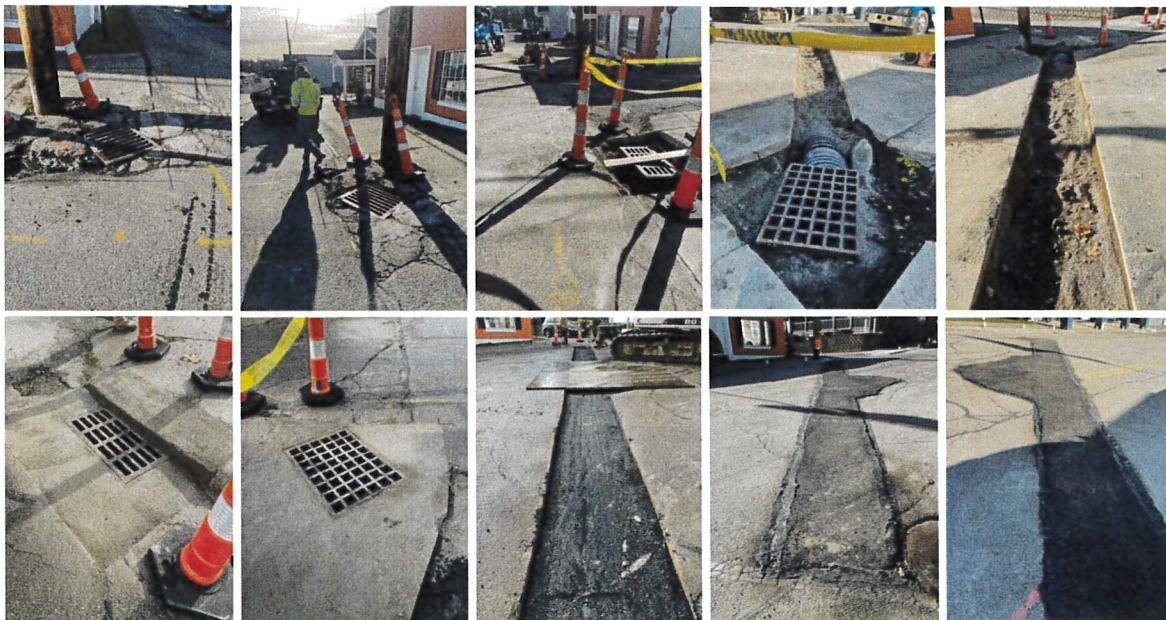


- After reviewing all the quotes for a Village Government Center message board, it was apparent that One Stop Signs appeared to meet the needs and designs suitable to the Village. I have prepared an ordinance in the amount of \$44,000.00 for your approval. We are continuously looking for ways to communicate with the public and after researching this issue I found that almost every community in the area and neighboring counties have electronic message boards. In addition, the CARES grant qualifies to be used on electronic message boards. We currently have \$14,000.00 in CARES Act funding that we need to use by December 31, 2021 or we will have to return it to the state. In addition to the CARES money, I will take \$15,000.00 out of the water fund account. We will use the message board to communicate waterline breaks, boil advisories, water billing and anything else pertaining to water projects or EPA notices. This will leave a remaining balance of \$15,000.00 to come out of the general fund. The ordinance is presented as emergency because the \$14,000.00 CARES grant money has to be spent by December 31st. I believe the message board will be useful to communicate Village meetings, special events, and public notices. I have attached a copy of the proposal for your review and if you would like additional information please feel free to contact me at your earliest convenience.

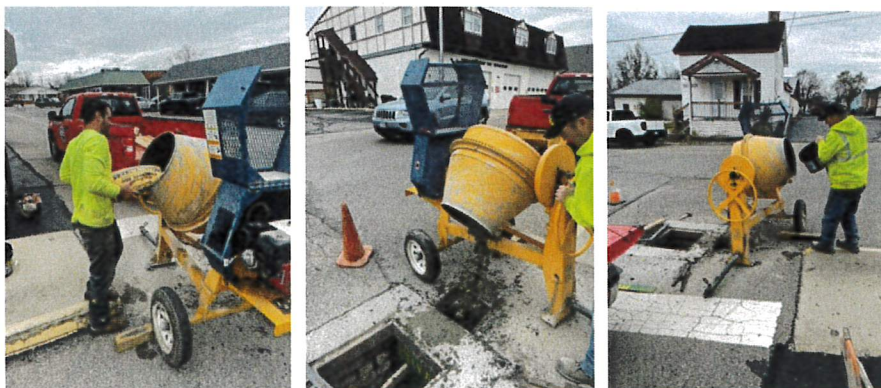
- Walt Biggs has been working on the catch basin repair list and is looking to complete the project by the first week in December, weather permitting. I have included photos of a few basins being rebuilt.



- I had to do an emergency purchase order in the amount of \$17,000.00 from the storm water fund. A subsequent investigation of the two catch basins near the Post Office on Miami Street revealed that the storm waterline from the two basins to the storm water main line had collapsed and it was not draining. In addition, at some point someone had attempted to repair the line and filled it with concrete. That area has had flooding problems in the past, so it needed to be repaired. Because it was already dug up, I submitted a purchase order, so they could start on it right away as the equipment was already on location. Photos have been provided to give you a better idea of the work performed.



- Brian from the Maintenance Department and Andy from the Water Department worked together to repair a catch basin in-house on Marvins Lane near Miami Street.



- The Government Center flagpole lights were out and damaged. I hired Nathan from PCI to repair them because we received several complaints about the flags not being exposed to lights at night. The flag lights were repaired, and I have provided pictures of the completed job.



- The old Tarco Big-T-Vac leaf vacuum sold on the Gov Deals auction site on November 22nd. The Village received a check for \$1,750.00 for the unit that will go back into the general fund.



- I received a response from Choice One on November 23rd regarding the traffic study at SR 42 and North St. (Corwin Ave.). This study was to help get a state grant for a traffic light at that location. I am waiting for them to revise the full study report at which time I will meet with State Representative Scott Lipps to see if additional action can be taken to get a state grant.
- Mayor Issacs and I attended the Girl's State Championship Soccer Team celebration on November 18th. We presented the coach with a key to the Village and Commissioner Young submitted a proclamation declaring November 18, 2021 Spartan Women's Soccer Team Day in Warren County. Council Member Dedden and Council Member Miller were also in attendance as representatives of the Village.



- We have received donations from three business for the Village staff Christmas party. The Family Village Restaurant donated a \$50 gift card, Acapulco's donated 2 x \$35 (\$70) gift cards, and McDonald's donated 10 x \$10 (\$100) gift cards. I respectfully ask that Council approve the acceptance for these gift cards to be used at the Village Christmas Party event.

Police

- I have provided the November dispatched police calls for service for your review. Please feel free to contact me with any questions or concerns.
- The November Mayor's Court report has been included for review. Please feel free to contact me or Ashley with any questions.
- I have provided an updated code enforcement report from Sgt. Denlinger for your review. If you identify any properties in the Village that need to be addressed, please feel free to contact the office and Sgt will investigate them.
- I have provided photos of the November 14 -16 Police Chief's In-Service and Annual Conference that I attended in Columbus, Ohio for your review.



- Dawn Shugert and Wendy Gilkey from Beckett Springs brought some snacks for the officers as a thank you for being a community partner in an effort to assist veterans and first responders. Additional information for the services they provide can be found on helpforheroes.com.



- We had two officers in two cruisers participate in Sheriff Gene Fischer's funeral on November 24th in Greene County. Sheriff Fischer was 65 years old and passed away on November 16th while attending the Ohio Sheriff's Conference in Sandusky, Ohio. The funeral had law enforcement units in attendance from across the state.



Warren County Office of Grants Administration

406 Justice Drive, Room 251

Lebanon, Ohio 45036

(513) 695-1210



~ ~ NOTICE ~ ~

The Village of Waynesville and Warren County are pleased to announce that your neighborhood has been selected to benefit from federal grant funds for the Waynesville Sidewalk Project.

Project Location:

Franklin Road between Fifth Street and Lytle Road

Project Description:

Sidewalk installation for purpose of pedestrian safety

Project Timeline:

Project is expected to begin the last week of November 2021 and last for three weeks.

During this time, you will see machinery, equipment, and construction crews. While our intention is to maintain traffic, you may experience slight delays. We appreciate your cooperation as we work to upgrade the area.

Questions may be directed to Warren County or Village of Waynesville.

Thank you,

A handwritten signature in blue ink, appearing to read "Chief Copeland".

Chief Copeland
513-897-8010

Village of Waynesville
 10B N Main St.
 Waynesville OH 45068

11-22-21



Total \$42,000.00



Total \$44,000.00


Production and Installation of 8' 0" x 12' 0" Monument Sign. Sign internally illuminated and double sided. Sign to include Upper Cabinet 3' 0" x 8' 0", reading "Waynesville Est. 1796", with decorative eyebrow. Sign fabricated using 080 aluminum and reverse cut text. Painted Matthews Paint White, and Pantone matched red, flat. Acrylic red text with back lighting.

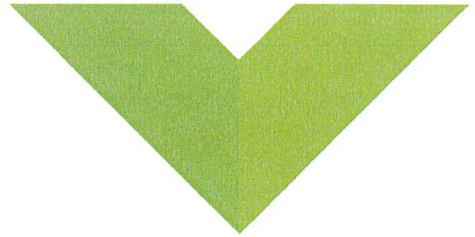
Signage to include double sided EMC Electronic Message Center sign 4' 0" x 8' 0" 16MM, STAX LED unit. Mounted to steel structure. Monument Sign to include black and faux stone foundation. Foundation Pillar with matching capstone. Monument Sign foundation, poured concrete 3000 PSI.

All work built to IBC 2017 Standards. All work UL Certified.
 5yr Parts and Labor Warranty

Brick and stone selections will match structure

Does not include permitting
 50% Deposit required upon agreement

 CINCINNATI, OHIO	One Stop Signs 2502 St Rt 131 Goshen OH 45122 (513)-722-7867	Signature _____	Date _____
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Date

November 23, 2021

Attention

Chief Gary Copeland
GCopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

US 42 & Corwin Avenue Signal Warrant Analysis
WAR-WAY-2104

Dear Chief Copeland:

Choice One Engineering completed a traffic analysis of the US 42 & Corwin Avenue/North Street intersection in the Village of Waynesville, Warren County, Ohio. Based on this analysis, there appears to be a growing trend of crashes and a traffic signal is marginally warranted. While the project meets the minimum criteria to install a traffic signal, it likely does not qualify for safety funding. Based on correspondence with ODOT, the signal could be constructed if it is paid for with 100% local funds.

Sincerely,

A handwritten signature in blue ink, reading "Michael K. Goettemoeller".

Michael K. Goettemoeller, P.E.
Project Manager

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone

www.CHOICEONEENGINEERING.com



Gary Copeland

From: Michael Goettemoeller <mkg@choiceoneengineering.com>
Sent: Tuesday, November 23, 2021 8:47 AM
To: Gary Copeland
Cc: Adam D. Gill; Nicholas Selhorst
Subject: RE: Waynesville Signal Warrant US 42 & Corwin Ave
Attachments: 2021-11-23_UpdatedLetter_ToVillage.pdf

Hi Chief,

We updated crashes between the years of 2017-2021 from ODOT's TIMS site, along with information provided by OSHP, and Waynesville PD. Here is a brief summary of the updated crash totals:

- 2017 – 8 crashes
- 2018 – 0 crashes
- 2019 – 5 crashes
- 2020 – 5 crashes
- 2021 (Through 11/18/2021) – 6

Based on this analysis, there appears to be a growing trend of crashes and a traffic signal is marginally warranted. While the project meets the minimum criteria to install a traffic signal, it likely does not qualify for safety funding. Based on correspondence with ODOT, the signal could be constructed if it is paid for with 100% local funds.

Attached is a brief summary letter and let us know if you have any questions.

Thanks,

Michael Goettemoeller, PE, PTOE
Project Manager for **Choice One Engineering**
513.239.8554 **Office** | 937.251.5573 **Cell**

From: Nicholas Selhorst <nns@choiceoneengineering.com>
Sent: Friday, July 30, 2021 9:41 AM
To: 'Gary Copeland' <gcopeland@waynesville-ohio.org>
Cc: Michael Goettemoeller <mkg@choiceoneengineering.com>; Adam D. Gill <adg@choiceoneengineering.com>
Subject: Waynesville Signal Warrant US 42 & Corwin Ave

Chief,

We have completed the signal warrant analysis for US 42 & Corwin Avenue and the results are attached. This analysis shows that there is no signal warranted at the 100% values for this intersection, but there is a signal warranted at the 70% values.

We also pulled the crashes between the years of 2017-2020 from ODOT's TIMS site. Here is a brief summary of the totals:

- 2017 – 7 crashes
- 2018 – 0 crashes

- 2019 – 5 crashes
- 2020 – 3 crashes

For new signals on ODOT state routes, it must be warranted at the 100% values. Per ODOT's Traffic Engineering Manual (TEM) section 402-3.2 states "For new ODOT signals, Warrants 1, 2 and 3 shall be based on the 100 percent values (OMUTCD Chapter 4C) and right-turn reduction factors except in the following circumstance. If there are five or more crashes that can be corrected with the addition of a signal, and the speed exceeds 40 miles per hour on the major street, Warrants 1, 2 and 3 may be based on the 70 percent values combined with engineering judgment and right-turn reduction factors."

Looking at the crash history at the intersection the last few years, it shows that there will not be 5 or more correctable crashes (Left turn, angle), therefore ODOT will not fund this signal and it will have to be 100% funded by the Village. Additionally, looking at ODOT's past responses to applying for this signal, they said to continue to monitor the crashes, and if the crash trend continues they will look more favorable upon the signal. With 2018 having no crashes, and 2020 only having 3, it looks like there is no significant crash pattern that has continued since the last application.

If you would like to discuss these findings further, we would be happy to have a conference call to discuss. We are available next Thursday morning (8/5), and Friday all day (8/6).

Thank you,

Nick Selhorst, P.E.

Project Manager for **Choice One Engineering**
513.239.8554 **Office** | 513.444.9842 **Cell**



CALLS FOR SERVICE

From Date: 11/1/2021 12:00:00am

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

Type Description	Count
911 Hangup	5
911 Silent	2
Alarm - Business	3
Alarm - Financial Institution	2
Alarm - Residential	10
Animal Complaint	3
Assault	2
Attempt to Locate	1
Burglary - Residential	1
Business Check	95
Citizen Assist	4
Civil Process	22
Criminal Warrant	7
Disorderly Conduct/Intox Subject	1
Domestic Violence - Verbal	3
Escort	7
Extra Patrol	106
Fire - Fire Alarm	1
Fire - Outdoor Fire	1
Fire - Service Call	2
Follow Up Investigation	10
Fraud/Deception - Past	3
Harassment/Stalking/Threat	4
Juvenile Complaint	1
Lock Out	7
Medical	24
Notification Only	1
Open Door/Window	3
Overdose	2
Parking Complaint	2
Phone Call	7
Prisoner Transport	1
REPO	1
Road Hazard./Disabled Vehicle	4
Special Detail	1
Suspicious Person	5
Suspicious Vehicle	5
Traffic Crash Non Injury	4
Traffic Crash - Past	1
Traffic Offense	6
Traffic Stop	42
Unknown Nature	2
Warrant Confirmation	1
TOTAL	415

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for November 2021

Page : 1
Report Date : 12/02/2021
Report Time : 09:36:54

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$0.00	\$0.00	\$10.00
COMPUTER FUND	\$215.00	\$4,625.00	\$3,843.00
LOCAL COSTS	\$923.00	\$19,813.00	\$16,266.75
Additional Costs	\$0.00	\$39.00	\$29.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$1,990.00	\$55,351.10	\$47,912.09
Fees			
Fees	\$0.00	\$1,884.50	\$2,735.60
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-1,035.41
Bond Forfeits			
Bond Forfeits	\$0.00	\$125.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$3,128.00	\$81,837.60	\$69,761.03
State Revenue From:			
Court Costs			
GENERAL REVENUE	\$0.00	\$0.00	\$15.00
VICTIMS OF CRIME	\$207.00	\$4,599.00	\$3,839.75
DRUG LAW ENFORCEMENT FUND	\$77.00	\$1,701.00	\$1,393.00
INDIGENT DEFENSE SUPPORT FUND	\$615.00	\$12,825.00	\$10,600.00
Fees			
Fees	\$0.00	\$30.00	\$0.00
Total to State:	\$899.00	\$19,155.00	\$15,847.75
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$33.00	\$729.00	\$597.00
Restitution			
Restitution	\$115.00	\$255.00	\$2,843.77
Total to Other:	\$148.00	\$984.00	\$3,440.77
TOTAL REVENUE *	\$4,175.00	\$101,976.60	\$89,049.55
*Includes credit card receipts of	\$955.00	\$32,430.00	\$31,006.77

END OF REPORT

Date	Address	Violation	Deadline Date	Letter Sent	Contact Made	Citation Issued
5/17/2021	Adamsmoor Dr	High Grass		5/25/2021		
5/17/2021	1017 Crede Way	High Grass			5/17/2021	
5/17/2021	1037 Brookfield	High Grass			5/17/2021	
5/17/2021	1092 Brookfield	High Grass			5/17/2021	
5/17/2021	613 Preston Dr	Roofs and Drainage		5/25/2021		
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021		
5/17/2021	555 High St	High Grass			5/17/2021	
5/17/2021	513 High St	High Grass, Accumulation of Rubbish or Garbage		5/25/2021		
5/17/2021	557 Chapman St	Parking		5/25/2021		
5/17/2021	298 North St	Parking, High Grass, Sidewalks and Driveways, Roofs and Drainage, Accumulation of Rubbish or Garbage, Overhang Extensions		5/25/2021		
5/17/2021	135 N 3rd St	High Grass		5/25/2021		11/15/2021
5/21/2021	Brookfield Drive	Tan van w/ flat tires sitting on road for "awhile"				
5/24/2021	15 Third St	Rotted front steps				
5/24/2021	65 Third St	Crumbling chimney? Also different color				
5/24/2021	58 Third St	Front window area detached from house. Needs condemned				
5/24/2021	615 High St	Doors, weeds/grass, roofs and drainage, exterior walls, Overhang Extensions, exterior of premises		6/8/2021		
5/24/2021	Edwards & High	Car on blocks			8/2/2021	
6/7/2021	162 N 4th St	Removal of dead branches, sidewalks	6/25/2021	6/8/2021		8/16/2021
6/7/2021	312 N Main St	Roofs and Drainage		6/8/2021 10/5/2021		
6/21/2021	552 North St	Park, Junk Motor Vehicle			6/21/2021	
6/21/2021	260 Chapman St	Poison Ivy, High Grass/Weeds, Untrimmed Bushes		6/22/2021 10/5/2021		
6/21/2021	296 S Main St	Brush	6/25/2021	6/22/2021	6/22/2021	
6/20/2021	400 N 5th St	Snow Plow, Parking in grass			6/20/2021	
6/21/2021	1218 Adamsmoor Dr	High Grass/Weeds, Roofs and Drainage		6/22/2021		
6/21/2021	195 S 3rd St	High Grass/Weeds, Rubbish			6/21/2021	
6/21/2021	103 N 3rd St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting Soffit, Rubbish, Brush, Roofs and Drainage		6/21/2021		
7/19/2021	1405 Adamsmoor Dr	Parking in Grass			7/19/2021	
7/19/2021	1017 Crede Way	High Grass/Weeds, Roofs and Drainage		7/20/2021		
7/19/2021	1218 Adamsmoor Dr	Roof and Drainage		7/20/2021		
7/19/2021	972/974 Brookfield Dr	Exterior of Premises		7/20/2021		
7/19/2021	Adamsmoor Dr	High Grass/Weeds		7/20/2021		
7/19/2021	220 E Ellis Dr	High Grass/Weeds			7/19/2021	
7/19/2021	296 N Main St	High Grass/Weeds			7/19/2021	
7/19/2021	120 N Main St	Exterior of Premises		7/20/2021 10/5/2021		
7/19/2021	222 S 3rd St	High Grass		7/20/2021		
7/19/2021	643 Robindale Dr	High Grass			7/19/2021	
7/19/2021	794 Robindale Dr	High Grass			7/19/2021	
7/19/2021	33 S Main St	Windows and Doors		7/20/2021		
7/26/2021	120 N Main St	Wood piled up in back yard	8/9/2021		7/26/2021	8/9/2021
8/2/2021	1092/1094 Brookfield Dr	Roof and Drainage		8/3/2021 10/26/2021		
8/2/2021	1032/1034 Brookfield Dr	Roof and Drainage		8/3/2021 10/26/2021		
		Spoke to Mike Morley 11-15-2021, has new roof flashing on order to make repair				
8/2/2021	250 Hilltop Ct	Parking in grass			8/2/2021	
8/2/2021	80 E Ellis Dr	Siding			8/2/2021	
8/16/2021	193 N 5th St	Siding		8/17/2021		
8/16/2021	1140 Lytle Rd	Low hanging branches		8/17/2021		
8/16/2021	796 Franklin Rd	Low hanging branches		8/17/2021		
8/16/2021	514 High St	Dead branches, low hanging braches, sign			8/16/2021	
8/16/2021	130 N Main St	High grass/weeds		8/17/2021		
8/16/2021	106 N 4th St	Misc. items in the front yard			8/16/2021	
8/16/2021	108 N 4th St	Misc. items in the front yard			8/16/2021	
8/16/2021	120 N 4th St	Misc. items in the front yard			8/16/2021	
8/16/2021	76/84 N Main St	Broken Window		8/17/2021 10/5/2021		
8/30/2021	499 Old Stage Rd	Excevation dirt on neighbors yard	10/5/2021	9/2/2021	8/30/2021	
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of junk, disabled vehicles and rubbish on premises, Exterior of premises, Roofs and drainage, Stairways, decks, porches and balconies, Handrails and guards, Window and door frames, Accumulation of rubbish or garbage, Disposal of rubbish or garbage	10/5/2021	9/2/2021	8/30/2021	10/18/2021
10/4/2021	181 N Third St	Parking in Grass, Storage of junk, disabled vehicles and rubbish on premises		10/5/2021		
10/4/2021	170-174 N Fourth St	Outdoor Storage, Trimming or removal of trees, plants and shrubby		10/5/2021		
10/4/2021	127 North St	Roofs and drainage, weeds, exterior of premises, overhang extensions		10/5/2021		
10/4/2021	367 Franklin Rd	Outdoor Storage, Accumulation of rubbish or garbage, Disposal of rubbish or garbage		10/5/2021		
10/4/2021	122 Franklin Rd	Parking in grass, outdoor storage, rubbish	11/1/2021		10/4/2021	
10/18/2021	Brookfield Dr	Overtime Parking, Junk Motor Vehicle		10/26/2021		11/15/2021
10/18/2021	Adamsmoor Dr	High grass/weeds		10/26/2021		
10/18/2021	96 S Marvin Ln	Sidewalks and Driveways		10/26/2021		
10/18/2021	1215 Anthony Trace	Junk Motor Vehicle		10/26/2021		
11/8/2021	398 North St	Boat parked on street			11/8/2021	
11/15/2021	464 N 5th St	Junk Motor Vehicle		11/16/2021		
11/15/2021	613 Preston Dr	Junk Motor Vehicle, Outdoor Storage		11/16/2021		
11/15/2021	732 Royston Dr	Parking in grass		11/16/2021		
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021		
11/15/2021	39 W Ellis Dr	Parking in grass, Junk Motor Vehicles		11/16/2021		
11/15/2021	1010 Bayberry	Parking in grass		11/16/2021		
11/15/2021	1009 Justin Ridge	High Grass		11/16/2021		
	Resolved					
	Update					