



COUNCIL AGENDA

Monday, December 19, 2022 - 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, December 5, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-059

RATIFYING AND ACCEPTING PLAN FOR DENTAL FOR VILLAGE EMPLOYEES AND DEPENDENTS AND DECLARING AN EMERGENCY

RESOLUTION NO. 2022-060

A RESOLUTION AMENDING THE APPROPRIATIONS FOR THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2022 (AMENDMENT NO. 1) AND DECLARING AN EMERGENCY

ORDINANCE NO. 2022-061

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$14,450 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE THIRD STREET PROJECT

ORDINANCE NO. 2022-062

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FRANKLIN PHASE I STREET PROJECT

ORDINANCE 2022-063

AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING DONATION OF PAID LEAVE AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-057

AUTHORIZING ADDITIONAL BONUS COMPENSATION FOR ASHLEY RICHARDSON AND DECLARING AN EMERGENCY

ORDINANCE NO. 2022-058

AUTHORIZING ADDITIONAL BONUS COMPENSATION FOR JAMIE MORLEY AND DECLARING AN EMERGENCY

Tabled:

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

January 3, 2023 at 7:00 pm

Upcoming Meetings and Events:

Planning Commission Meeting, December 20, 2022 @ 7:00 p.m.

Finance Meeting, December 22 @ 5:00 p.m.

Public Works, January 3, 2023 @ 6:00 p.m.

Parks and Recreation Board, January 17 @ 6:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
December 5, 2022 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

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

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, December 5, 2022.

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

Roll Call – 6 present

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

Motion – Blankenship
Second – Gallagher

Roll Call – 6 years

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Mayor Acknowledgements

Christmas is coming which means Christmas in the Village was this weekend. The event was packed and successful. Also, attended the ribbon cutting for the Wayne Local Schools Performing Arts building. The building is beautiful and will serve the community well.

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Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes as written for the Council meeting on November 21, 2022 and Mr. Blankenship seconded the motion.

Motion – Miller

Roll Call – 6 years

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Public Recognition/Visitor’s Comments

None

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Old Business

None

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Reports

Finance

The Finance Committee will meet on December 22, 2022 at 5:00 p.m., and the public is encouraged to attend.

Public Works Report

Public Works met this evening and discussed the OPWC projects scheduled for 2023 and Well 10. The next meeting is on January 3, 2022 and the public is encouraged to attend.

Special Committee Reports

The Parks and Rec Board will meet on January 17, 2022 at 6:00 p.m. The Board has received an application to be appointed to the board and this will be discussed under new business.

Village Manager Report

- Have received donations of gift cards from several Council members and local businesses for the Christmas party. Would ask Council to accept the gift cards donated during tonight’s Council meeting.
- Last week temporary fuel tanks for gasoline and diesel were delivered by Duncan Oil. The tanks were filled today. Waiting to get receipt books before staff can start using them. Currently

researching permanent tanks to be purchased from Hamilton Tanks. This will allow the Village to competitively bid on fuel prices. The cost of fuel was \$3.04 for gasoline and \$4.78 for diesel. The Village saved about 15 to 20 cents per gallon on gasoline and a dollar on diesel. The Village will be in good shape if there happens to be a fuel shortage.

- After five years of traffic studies, meetings, and applications, ODOT has finally approved and funded a traffic light at the intersection of Route 42 and North Street. The Village will need to contribute about \$103K, 10% of the project. County holds the license plate fund for the Village that is not part of the budget. The fund has about 160K, and I plan to apply to use this for the Village's portion of the project. This way the funding for the stoplight will not come out of the Village's finances. Have a meeting with ODOT to go over the spec sheet and plan to use ODOT's design and engineering team. This will save time because they are familiar with specifications and the project will not have to be bid out. The project should be completed by summer.
- Finalized the location of Well 10. Moody's should start digging the new well at the beginning of the year. Currently, bidding out contractors to run the line from the wellhead to the chlorine building.
- Thank you to Council members, Mayor Isaacs, Brian Blankenship, Connie Miller, Joette Dedden, and Chris Colvin, for attending the ribbon-cutting ceremony for the new performing arts building at Wayne Local Schools. This will be a wonderful addition to the community.
- OPWC grants have been finalized and the Village has been approved for both Franklin Street from Route 42 to Old Stage and Third Street from High Street to Franklin. There will be two ordinances on the next agenda to fund the engineering plans for these projects. The project should be bid out in June or July once the state releases funding. Hope to begin the projects in the fall of 2023 or early 2024. This will redo all the water and storm sewer lines and repave the streets.
- Plan to apply for the second phase of the Franklin project with the PY28 for 2024. The plan for the next projects would be to apply for OPWC grants to redo Fourth, Fifth, and Sixth Streets. Would also like to redo Dayton Road to provide better pressure to the school.

Police Report

- Dispatch calls for service, Mayor's Court month-end report, and code enforcer report have all been provided for the month of November.

Mrs. Miller asked what had happened at the gazebo downtown. Chief Copeland responded that individuals vandalized the gazebo and broke into the Santa mailbox and poured tomato sauce on the letters. Police are trying to collect footage of the episode. This occurred the day before Christmas in the Village.

Financial Director Report

None

Law Report

None

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New Business

Ms. Dedden made a motion to appoint Mr. Bush to the Parks and Recreation Board and Mr. Colvin seconded the motion.

Motion – Dedden
Second – Colvin

Roll Call – 6 yeas

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Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2022-057

Authorizing Additional Bonus Compensation for Ashley Richardson and Declaring an Emergency

Ms. Dedden made a motion to have the first reading for Ordinance 2022-057 and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 6 yeas

Ordinance No. 2022-058

Authorizing Additional Bonus Compensation for Jamie Morley and Declaring an Emergency

Mrs. Miller made a motion to have the first reading for Ordinance 2022-058 and Mr. Gallagher seconded the motion.

Motion – Miller

An Ordinance Vacating a Portion of Third Street, Authorizing Conveyance of the Property to Abutting Owners, and Declaring an Emergency.

Mr. Gallagher asked Mr. Forbes if the Village moves forward with this ordinance can they still retain or obtain a public utility easement? Mr. Forbes explained that if the ordinance is adopted as is, the Village would keep any current public utilities but would vacate any future for public utilities. To keep the easement rights the Village could do two things. First, hire a surveyor and make the changes to the proposed plat that keeps the public utility's easements. However, if the ordinance is adopted tonight, the Village would not be able to go this route. The second option is to get easements in the future by working with property owners. Often property owners donate the easement rights, and then it is a matter of recording the easements.

Mr. Gallagher asked what would be the least expensive for the Village. Mr. Forbes responded that probably using the legal description provided in the ordinance to draft the easements rather than having the area resurveyed. Resurveying the area would also take more time.

Mr. Gallagher made a motion to adopt Ordinance 2022-056 as an emergency and Ms. Dedden seconded the motion.

Motion – Gallagher
Second – Dedden

Roll Call – 6 yeas

Tabled Ordinances and Resolutions

Ordinance No. 2022-041

Authorizing the Village Manager to Enter into a Contract with the Henry P. Thompson Company for Scada System Upgrade Services

No action was taken.

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Executive Session

None

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All were in favor to adjourn at 7:35 pm.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2022-059

**RATIFYING AND ACCEPTING PLAN FOR DENTAL FOR VILLAGE
EMPLOYEES AND DEPENDENTS AND DECLARING AN EMERGENCY**

WHEREAS, Council for the Village of Waynesville desires to offer dental insurance coverage with the amounts and method of coverage to be ratified and accepted by Council; and

WHEREAS, Council desires to ratify and accept said amounts and method of coverage.

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

Section 1. That the amounts and methods of coverage for dental insurance, as set forth in Exhibit "A" attached hereto and incorporated herein by reference, are hereby ratified and accepted effective January 1, 2023.

Section 2. That the Village Manager is hereby authorized to execute any and all documents, contracts, and agreements related to said coverage.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to make the authorization prior to January 1, 2023.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

**Village of Waynesville D9366, New Group Number A87100 - 2023
SDC Renewal**

(Addendum to Master Group Contract - Other than as modified by this Addendum, all terms and conditions of the Group Contract remain in full force and effect)

Effective Date: 1/1/2023 - The term of this renewal will be for a period of 01/01/2023 - 12/31/2023.

Plan #1316	In Network	Out of Network
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Contract Maximum (per member, per contract period)	\$1,000	\$1,000
Orthodontia	50%	50%
Orthodontia Maximum (lifetime maximum)	\$1,000	\$1,000
Deductible (per contract period and only apply to Basic and Major Services)	\$50/\$150	\$50/\$150
Copay (applies to preventive exams)	N/A	N/A
Network Access	No Balance Billing	Balance Billing Possible

Dependents are covered to the maximum age of 26, through the end of the birth month.

Tier	Current Rates	Renewal Rates
Employee (EE)	\$25.25	\$25.25
EE + Spouse	\$50.51	\$50.51
EE + Child	\$57.85	\$57.85
EE + Children	\$57.85	\$57.85
EE + Family	\$89.75	\$89.75

The above rates are guaranteed for a period of one year beginning with the effective date of: 1/1/2023. These rates include all applicable ACA taxes and fees. If there is a 50% change in the work force, SDC reserves the right to terminate the Contract or adjust the Rates.

The stand-alone dental plan above is not federally certified to contain all of the Patient Protection and Affordable Care Act (ACA) pediatric oral essential health benefits. For stand-alone dental plans federally certified to contain all of the ACA required pediatric oral essential health benefits for children under age 19, please refer to SDC-Kids plans which are sold separately to groups with 50 or less employees. Purchasing an SDC-Kids plan alongside a group/adult stand-alone dental plan will ensure that groups with 50 or less employees meet the ACA requirements for pediatric oral essential health benefits.

Employer Contribution: **Employer Contribution**
Minimum Eligible employee participation: **2 Enrolled Employees**

Current Enrollment

Total number of benefit eligible employees - 12
Total enrolled employees - 11
Total members - 11

Before signing, please review the attached amendment to the SDC Master Group Contract terms. These changes will take effect on 1/1/2023. Auto renewal of the benefit plan indicates acceptance of these changes even without signature.

Signature & Confirmation

Village of Waynesville

Signature: _____ Title: _____

Print Name: _____ Date: _____

By signing this Addendum, you certify that you have not changed or altered the information in anyway.

IMPORTANT: SEE BACK FOR AMENDMENT TO MASTER GROUP CONTRACT

6683 Centerville Business Parkway, Centerville, Ohio 45459 | Local 937.438.0283 | Toll-Free 800.762.3159 | Fax 937.438.0288
superiordental.com | Facebook Superior.Dental.Care | Twitter SDCsmiles | LinkedIn Superior Dental Care

RESOLUTION NO. 2022-060

A RESOLUTION AMENDING THE APPROPRIATIONS FOR THE VILLAGE OF WAYNESVILLE FOR CALENDAR YEAR 2022 (AMENDMENT NO. 1) AND DECLARING AN EMERGENCY

WHEREAS, the Village Council of the Village of Waynesville previously passed an appropriation Resolution for calendar year 2022; and

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

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

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

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

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

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

RESOLUTION NO. 2022-060

FUND	ACCOUNT	DESCRIPTION	CURRENT AMOUNT	AMOUNT TO ADD	NEW BALANCE
6901	110	Admin HRA	\$15,000.00	\$5,000.00	\$20,000.00
		TOTALS:	\$15,000.00	\$5,000.00	\$20,000.00

ORDINANCE NO. 2022-061

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$14,450 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE THIRD STREET PROJECT

WHEREAS, the Village of Waynesville has previously authorized an amount not to exceed \$37,500 for professional engineering services related to the Third Street project; and

WHEREAS, in order to complete the engineering, an additional amount of \$14,450 is now necessary.

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

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering Corporation for professional services related to the Third Street project.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$14,450 for said additional professional services 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 _____, 2022.

Attest: _____
Clerk of Council

Mayor

ORDINANCE NO. 2022-004

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$37,500.00 FOR CONSTRUCTION PLANS FOR THE THIRD STREET WATER MAIN REPLACEMENT AND STREET RESURFACING AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Third Street water main replacement and street resurfacing; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$37,500.

7 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 Choice One Engineering is the lowest and bid bidder to provide the requested services related to Third Street water main replacement and street resurfacing.

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

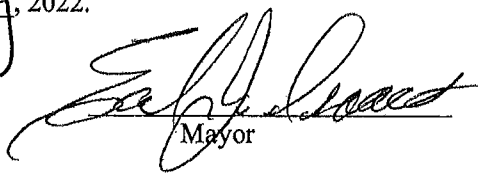
Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$37,500 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

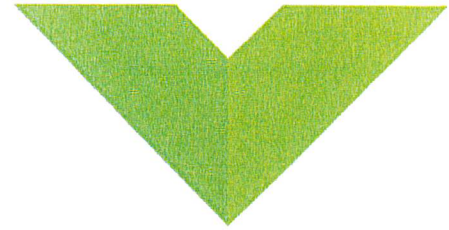
Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this 7th day of February, 2022.

Attest:


Clerk of Council


Mayor



Date
January 4, 2022

Attention
Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address
Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject
Agreement for Professional Services
3RD Street Water Main Replacement and Street Resurfacing
WAR-WAY-2106

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the 3RD Street Water Main Replacement and Street Resurfacing.

This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

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


Village of Waynesville



Authorized Signature

2/9/22
Date

Choice One Engineering Corporation



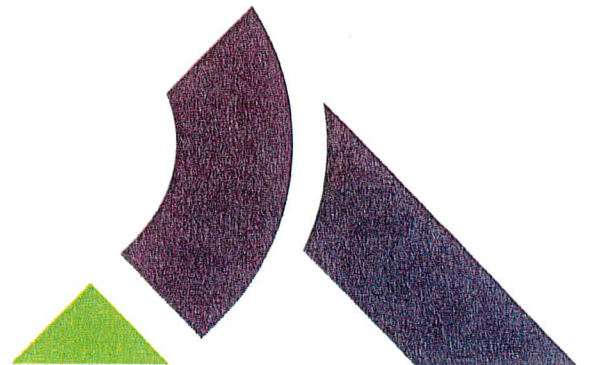
Jacob L. Bertke, P.E., Project Manager

1/4/2022
Date

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



Scope of Services

Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and street resurfacing along 3rd Street in the Village of Waynesville, Ohio.

Project Details

- Approximately 2,350' of 4" water main will be replaced with 8" water main along 3rd Street, between High Street and Franklin Road.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Tie-ins will be provided for all side streets along the project route.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- g. Locate underground utilities as marked by the appropriate utility companies.
- h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
- i. Provide one (1) foot contour intervals.
- j. Completed topographic survey shall be provided in AutoCAD format.

2. Construction Plans

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. General Notes and Details
 - iv. Quantity Summary and Engineer's Estimate
 - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Pressure Reducing Valve Pit Details
 - vii. Storm Sewer Plan and Calculations
 - viii. Maintenance of Traffic Notes
 - ix. Street Resurfacing Plan and Details

3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.

- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

4. Record Drawings

- a. Prepare Record Drawings to include:
 - i. Invert elevations of manholes and catch basins.
 - ii. Changes in utility alignments and profiles.
 - iii. Recorded changes by the Village and/or contractor.
- b. Provide full-size and half-size hard copies of the Record Drawings, as requested by the Client.

5. Construction Administration Services

- a. Part time field construction observation including:
 - i. Maintain orderly files for correspondence, daily reports, and work change directives.
 - ii. Negotiate all design changes in the field with the Contractor and Village.
 - iii. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
 - iv. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Process Necessary Change Orders.
- f. Review Site/Civil Shop Drawings.
- g. All Construction Observation and Administration will be billed hourly, per the attached Hourly Rate Schedule.

Additional Services

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

1. Sanitary Sewer Design
2. Traffic Signal Design
3. Traffic Impact Studies
4. Traffic Data Collection
5. Detailed Maintenance of Traffic Plans
6. Boundary Survey
7. Construction Layout Staking
8. Easement and Right-of-Way Plats or Descriptions
9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$9,450.00
Construction Plans	
<i>Preliminary Plans</i>	\$5,800.00
<i>Final Plans</i>	\$31,500.00
Total Construction Plans	\$37,300.00
Construction Bidding Procedures	\$3,200.00
Record Drawings	\$2,000.00
Total	\$51,950.00
<i>Construction Administration Services</i>	<i>Hourly (\$18,000 budget)</i>

Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.

2022 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$155
Professional Surveyor	\$135
Landscape Architect	\$115
Designer	\$100
Field Surveyor	\$105
Administrative	\$75
Resident Project Representative	\$85

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

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

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



SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
PORTLAND, INDIANA 260.766.2500
www.CHOICEONEENGINEERING.com

3rd STREET WATER MAIN REPLACEMENT AND RESURFACING

VICINITY MAP



Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2022-062

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FRANKLIN PHASE I STREET PROJECT

WHEREAS, the Village of Waynesville has previously authorized an amount not to exceed \$43,150 for professional engineering services related to the Franklin Phase I Street project; and

WHEREAS, in order to complete the engineering, an additional amount of \$20,800 is now necessary.

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

Section 1. That the Village Manager is hereby authorized to enter into a contract with Choice One Engineering Corporation for professional services related to the Franklin Phase I Street project.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$20,800 for said additional professional services 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 _____, 2022.

Attest: _____
Clerk of Council

Mayor

ORDINANCE NO. 2022-005

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHOICE ONE ENGINEERING IN AN AMOUNT NOT TO EXCEED \$43,150 FOR CONSTRUCTION PLANS FOR THE FRANKLIN ROAD WATER MAIN REPLACEMENT AND STREET IMPROVEMENTS AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has requested proposals for certain services related to Franklin Road water main replacement and street improvements; and

WHEREAS, Choice One Engineering has submitted the lowest and best proposal for said project with a bid of \$43,150.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, 7 members elected thereto concurring:

Section 1. The Village of Waynesville accepts the specifications and agrees that Choice One Engineering is the lowest and bid bidder to provide the requested services related to Franklin Road water main replacement and street improvements.

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

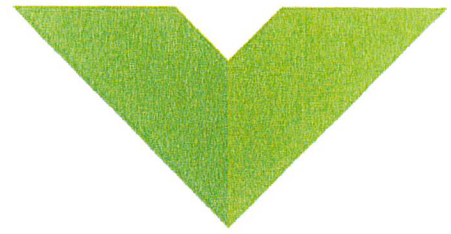
Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$43,150 for said services in accordance with the proposal attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is to authorize the services at the earliest possible date.

Adopted this 7th day of February 2022.

Attest: Janie May
Clerk of Council

Eric A. Lucas
Mayor



Date

January 4, 2022

Attention

Chief Gary Copeland
gcopeland@waynesville-ohio.org

Address

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

Subject

Agreement for Professional Services
Franklin Road Water Main and Street Improvements, Phase I
WAR-WAY-2105

Dear Chief Copeland:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Franklin Road Water Main and Street Improvements, Phase I.

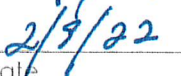
This Agreement is by and between the Village of Waynesville, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.


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

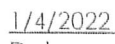
Village of Waynesville


Authorized Signature


Date

Choice One Engineering Corporation


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

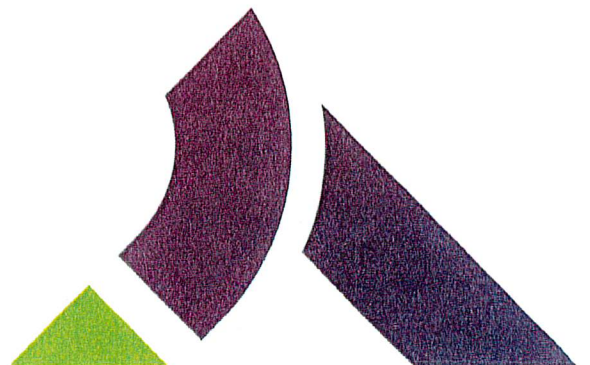

Date

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



Scope of Services

Project Snapshot

Choice One intends to provide professional engineering services for the replacement of water main and storm sewer, as well as street resurfacing, along Franklin Road in the Village of Waynesville, Ohio.

Project Details

- Approximately 1,850' of 4" water main will be replaced with 8" water main along Franklin Road, between 4th Street and US Route 42.
- The existing pressure reducing valve pit will be replaced at the intersection of Franklin Road and 4th Street.
- Water services will be replaced to the right-of-way line, and new meter pits will be provided.
- Storm sewer improvements will be made along the project route also, to alleviate flooding issues that occur downstream of the bend in Franklin Road, at 3rd Street.
- The drainage issues will also likely require some storm sewer investigation and potential improvements on Main Street, north of Franklin Street also. The gas station on the northwest corner of the intersection experiences flooding issues because of heavy rains.
- Streets will be milled and overlaid throughout the project area.
- No Ohio EPA PWS Permit will be required, because the water main is only being upsized from 4" to 8", which means the project is exempt from submittal.
- It's assumed that all work will be done within the right-of-way. No easement preparation or acquisition is included in this Scope of Work.
- The Village is applying for a grant from the Ohio Public Works Commission (OPWC) in the summer of 2022 to fund most of the project.
- Choice One will be completing the topographic survey and preparing preliminary (30%) plans for the Village prior to the OPWC submittal. The cost of the preliminary design vs. final design is shown in the Compensation section below.

Project Services

1. Topographic Survey
 - a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
 - b. Perform necessary deed and plat research.
 - c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
 - d. Field reconnaissance and traverse of existing monumentation.
 - e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
 - f. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
 - g. Locate underground utilities as marked by the appropriate utility companies.
 - h. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily-available information.
 - i. Provide one (1) foot contour intervals.
 - j. Completed topographic survey shall be provided in AutoCAD format.
2. Construction Plans
 - a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. General Notes and Details
 - iv. Quantity Summary and Engineer's Estimate
 - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Pressure Reducing Valve Pit Details

- vii. Storm Sewer Plan and Calculations
- viii. Maintenance of Traffic Notes
- ix. Street Resurfacing Plan and Details

3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and Intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

4. Record Drawings

- a. Prepare Record Drawings to include:
 - i. Invert elevations of manholes and catch basins.
 - ii. Changes in utility alignments and profiles.
 - iii. Recorded changes by the Village and/or contractor.
- b. Provide full and half size hard copies of Record Drawings as requested by the Client.

5. Construction Administration Services

- a. Part time field construction observation including:
 - i. Maintain orderly files for correspondence, daily reports, and work change directives.
 - ii. Negotiate all design changes in the field with the Contractor and Village.
 - iii. Maintain paper copy record drawings of design changes and utilities not located in the plans. One set will be provided with the completion of this project.
 - iv. Job site photos.
- b. Conduct construction meetings with the Village and Contractor, if necessary.
- c. Participate in substantial and final walk through with Contractor and Village. Prepare and enforce punch list items.
- d. Review Contractor pay applications, if necessary.
- e. Process Necessary Change Orders
- f. Review Site/Civil Shop Drawings
- g. All Construction Observation and Administration will be billed hourly, per the attached Hourly Rate Schedule.

Additional Services

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

- 1. Sanitary Sewer Design
- 2. Traffic Signal Design
- 3. Traffic Impact Studies
- 4. Traffic Data Collection
- 5. Detailed Maintenance of Traffic Plans
- 6. Boundary Survey
- 7. Construction Layout Staking
- 8. Easement and Right-of-Way Plats or Descriptions

9. Ohio Environmental Protection Agency (OEPA) Permits and Submittals
10. Ohio Department of Transportation (ODOT) Permits and Submittals
11. Wetland Evaluation and Determination
12. Geotechnical Services

Client Responsibilities

- Payment of all development and other agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Perform subsurface investigation, if necessary.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$7,950.00
Construction Plans	
<i>Preliminary Plans</i>	\$7,150.00
<i>Final Plans</i>	\$43,150.00
Total Construction Plans	\$50,300.00
Construction Bidding Procedures	\$3,200.00
Record Drawings	\$2,500.00
Total	\$63,950.00
<i>Construction Administration Services</i>	<i>Hourly (\$20,000 budget)</i>

Schedule

Choice One will complete preliminary plans within seventy-five (75) days after receipt of an executed Agreement.

The Final Construction Plans will be completed contingent on receipt of OPWC funding. The final design schedule will be determined based on the schedule approved by the funding agency.

2022 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$155
Professional Surveyor	\$135
Landscape Architect	\$115
Designer	\$100
Field Surveyor	\$105
Administrative	\$75
Resident Project Representative	\$85

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


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

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

WARWAY2105

-Project Area

Legend

 WAR-WAY-2105_FranklinPhase1



Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

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

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

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

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

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

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- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
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- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE 2022-063

AN ORDINANCE AMENDING THE VILLAGE OF WAYNESVILLE PERSONNEL POLICY MANUAL REGARDING DONATION OF PAID LEAVE AND DECLARING AN EMERGENCY

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

WHEREAS, R.C. 124.391 provides for the establishment of a program wherein public employees may voluntarily donate vacation, personal, or sick leave to employees who have exhausted all sick leave and other paid leave as a result of a life-threatening injury or illness of an employee or a member of the employee's immediate family; and

WHEREAS, Village Council now desires to make certain amendments to the Personnel Policy Manual to reflect such a program.

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

Section 1. That the Village of Waynesville Personnel Policy Manual, as adopted by Section 35.01 of the Waynesville Codified Ordinances, is hereby amended to adopt a paid leave donation program for Village employees in the form of the program as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to update the personnel policy manual at the earliest possible date.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

EXHIBIT A

Paid Leave Donation. Pursuant to ORC Section 124.391, Village employees may voluntarily donate vacation, personal, or sick leave to employees who have exhausted all sick leave and other paid leave as a result of a life-threatening injury or illness of an employee or a member of the employee's immediate family. All such donations are subject to the following provisions:

1. Before an employee is eligible to receive donated leave, the employee must have been absent for a period equal to at least 14 consecutive calendar days and have exhausted all paid sick leave, vacation leave, personal leave, or other available paid leave.
2. The employee's absence must result from a documented serious health condition or injury to the employee or a member of the employee's immediate family, as determined by the Village Manager or a designee. The Village Manager's determination as to whether or not an injury or illness is "life-threatening" within the meaning of this policy is in the employer's sole discretion and is final, and this determination is not subject to appeal under the complaint procedure or any other grievance procedure.
3. The decision of individual employees whether or not to donate vacation leave to another employee must be free and voluntary, and no official, supervisor, or employee shall pressure, solicit, or coerce any employee, directly or indirectly, to donate leave to another employee. Any violation of this subsection shall be considered grounds for disciplinary action, up to and including termination.
4. No employee shall donate more than 40 hours of paid leave to other employees in any one calendar year. No employee may donate sick leave unless he or she has a sick leave balance of at least 15 days (120 hours).
5. No employee shall be eligible to receive more than 60 days (480 hours) of donated paid leave during the course of any calendar year.
6. The employee donating the paid leave via the Sick Leave Donation Form must provide written notice of the donation to the Village Manager at least seven calendar days in advance of its use by the transferee employee, and such notice shall include both the identity of the employee to whom the leave is donated and a statement that the employee donating the leave is forever waiving his or her claim to such paid leave. Upon receipt of the notice, the Village Manager shall credit the sick leave balance of the receiving employee. The employee receiving the donation may not use the leave to cover any absence prior to seven days after the receipt of this notice.

ORDINANCE NO. 2022-057

AUTHORIZING ADDITIONAL BONUS COMPENSATION FOR ASHLEY RICHARDSON AND DECLARING AN EMERGENCY

WHEREAS, Ashley Richardson is currently employed as the Mayor's Court Clerk for the Village of Waynesville; and

WHEREAS, Ashley Richardson also assisted the Manager and Finance Director in a variety of administrative details and Council desires to recognize outstanding performance above and beyond regular duties; and

WHEREAS, Council for the Village of Waynesville has determined that an additional one-time bonus compensation should be authorized for Ashley Richardson as a result of her performance.

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

Section 1. That a one-time additional compensation in the amount of \$750 is hereby authorized by Council for the Village of Waynesville for Ashley Richardson in recognition of her outstanding performance.

Section 2. That the Finance Director is authorized to pay said additional compensation subject to all required withholdings.

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

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

ORDINANCE NO. 2022-058

AUTHORIZING ADDITIONAL BONUS COMPENSATION FOR JAMIE MORLEY AND DECLARING AN EMERGENCY

WHEREAS, Jamie Morley is currently employed in the Utility Billing Division and as Clerk of Council for the Village of Waynesville; and

WHEREAS, Jamie Morley also assisted the Manager and Finance Director in a variety of administrative details and Council desires to recognize outstanding performance above and beyond regular duties; and

WHEREAS, Council for the Village of Waynesville has determined that an additional one-time bonus compensation should be authorized for Jamie Morley as a result of her performance.

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

Section 1. That a one-time additional compensation in the amount of \$750 is hereby authorized by Council for the Village of Waynesville for Jamie Morley in recognition of her outstanding performance.

Section 2. That the Finance Director is authorized to pay said additional compensation subject to all required withholdings.

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

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

Council Report

December 19, 2022

Chief Copeland

Manager

- I am providing an update to the national opioid settlement agreement and allocations. Two separate explanations of the distribution with the village amount has been attached to this report for your review. It shows the village was awarded but not receiving \$332.42 in the first 2022 allocation notice and \$420.62 that we received in the second 2023 notice. It states that local governments receive 30% of the shares. It also states that if the participating subdivision's amount is less than \$500.00, the amount will be reallocated to the county in which the municipality is located. The first email received of year 1 states we are less than \$500 and therefore we did not receive the allocations, but the second notice, that is year 2, states we will receive the allocations. I will be following up on this information to get some clarity and share it with Council when the additional information is received.
- Brian Keith has been working hard to complete the needed updates of the water distribution building to bring it up to code to pass the county building inspection. He has made several upgrades to make the facility safer and better for the customers. I have provided pictures of some of the changes.



- Two ordinances have been prepared for the Council to vote on for the PY37 OPWC project. These ordinances are for the remaining balance of the engineering plans in the amount of \$14,450.00 for the Third Street project that includes a new waterline, additional fire hydrants, and repaving from High Street to Franklin Rd. The second ordinance is for the remaining balance of \$20,800.00 for the Franklin Rd new waterline and repaving project from Old Stage to SR42 (phase 1).
- I have contacted Doug Reed of Kelly-Creswell and ordered a new heavy duty walk-behind striper. This will be used to paint crosswalks, street stop bars, yellow curbs, and street lines. The cost is \$5,583.00 which includes delivery and training. The construction of this unit should be completed within the next few months. I have provided photos and specifications for your review.
- Brian Corn and Greg Craddock from the Maintenance Department have been patching and painting several of the offices in the Government Center and doing a great job.



- Published author Michelle Mays, a Waynesville native , is having a book release and signing this Saturday, December 17th from 1pm to 4pm at the Waynesville Performing Arts Center and everyone is invited. This will be her second released book and it identifies real life experiences. Mayor Earl Isaacs will be in attendance and will present her with a proclamation to declare December 17, 2022 Michelle Mays Day. A copy of the proclamation is provided for your review.
- Duncan Oil Company filled both fuel tanks on Monday, December 5th. We received 952.4 gals of clear diesel at \$4.336 per gal and 966.7 gals of gasohol at \$3.01 per gal. I have designed the fuel receipts and they are currently being printed at Minuteman Press. A sample of the final approved copy has been included for your review and we are looking to start refueling on site next week.
- Council will be voting on an ordinance that allows employees to donate sick time from their balance to another employee. This was in Section 5 of our Personel Policy and was removed by former Council. This affords employees the opportunity to help a co-worker. We work as a team and this can help a fellow teammate in need. Please feel free to contact me with any questions or concerns and a copy of the former policy is provided.

- The carpets at the Village Government Center are scheduled to be professionally cleaned by Fiber Dry on January 11th at 9am. The carpets have not been cleaned in over 15 years.
- On behalf of myself, Village Council, and staff, we want to thank the listed businesses below for the donation towards the Village Staff Christmas Party:
 - McDonald's
 - Village Family Restaurant
 - Butter Churn
 - Acapulco
 - Grocery Land
 - Stubbs-Conner Funeral Home
- There is a Planning Commission meeting scheduled for Tuesday, December 20th at 7pm at the Government Center. The meeting is to discuss the lot for sale at North Street and SR42. I believe the potential owner will need to be referred to the BZA for variance requests.

Police

- Officer Michael Geyer has been selected as the 2022 Waynesville Police Officer of the Year. He has demonstrated outstanding service, dedication, and commitment to this agency. He was presented the Officer of the Year award at the 2022 Village Christmas Party on December 16, 2022, and a copy has been included for your review.
- The Waynesville Pharmacy was broken into on Saturday, December 10th at approximately 4:45AM and several prescription drugs were stolen. If anyone has any information to help with our investigation, we can be reached at 513-897-8010. The same suspects appeared to have broken into several other pharmacies in the tri-state area. We are working with detectives from Glendale Police Department, West Chester Police Department, and Ross Township Police Department. Any assistance with this case will be greatly appreciated.
- School Resource Officer Mermann worked with the Wayne Local Schools to complete and submit a Schools Emergency Management Plan. The report with all the first responder's signatures has been signed and completed.

National Opioid Settlements



JANSSEN SETTLEMENT AGREEMENT - ALLOCATION NOTICE

Payment Year: 1

Date of Notice: 12/14/2022

Deadline to Dispute Allocation: 1/4/2023

Expiration of 50 Days: 2/2/2023

Settling State	Ohio
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I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Janssen pursuant to Section V.B of the Janssen Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, Janssen, and Participating Subdivisions (the "Janssen Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Janssen Settlement Agreement.

Pursuant to Section V.B and Exhibit M of the Janssen Settlement Agreement, Ohio's Total 2022 Janssen Payment amount is **\$40,974,632.61**, which is broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under Section VI.C of the Janssen Settlement Agreement, Ohio has instructed the Directing Administrator to calculate the intrastate allocations pursuant to a State-Subdivision Agreement ("One Ohio Memorandum of Understanding"). Under Section B.1 of this Agreement, all "Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation ... ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share)." Pursuant to Section C, Ohio will establish a Local Government Fee Fund that "shall be calculated by taking 11.05% of the total monetary component of any settlement accepted" and be funding with the "first 45% ... drawn from the LG Share" and the "remaining 55% ... drawn from the Foundation Share." This would reduce the Foundation Share and LG Share prior to allocations to the Participating Subdivisions and payment of both shares. Participating Subdivisions are eligible to receive their portion of the LG Share through direct payments under Section B.7 which will be allocated according to Exhibit B of the State-Subdivision Agreement. However, under Section B.5, if a Participating Subdivision's allocation is less than \$500, then that amount will instead be reallocated to the county in which the Subdivision lies. Finally, under Section D.3, "the Parties shall create a private 501(c)(3) foundation ... for the purpose of receiving" the Foundation Share. The intrastate allocations are included as Attachment 1 to this Allocation Notice.

Undisputed amounts allocated to the State Fund, the Foundation Share, and LG Share for Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice.

National Opioid Settlements



II. YOUR RIGHT TO DISPUTE

Section V.B.5 of the Janssen Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to DirectingAdministrator@NationalOpioidOfficialSettlement.com.

Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

III. TO ACCEPT PAYMENT

If you do not dispute the payment and you have previously created a Portal Account and completed your Payment Election Forms and W-9 Forms for purposes of the Distributor Settlement Agreement, no further action is needed. The Directing Administrator will begin issuing payments after the applicable deadlines have passed using the existing payment instructions. If you have not previously created a Portal Account, please do so and complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments. If you wish to use different Payment Election Form or W-9 Form data for the Janssen Settlement Agreement, you may log in to the Portal and complete new forms. **Keep your payment instructions current in the Portal as the Directing Administrator will use these forms to issue settlement payments.**

IV. TO REALLOCATE PAYMENT

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the Abatement Accounts Fund, you may do so by completing the Direct Payment and Allocation Election screen on the Portal or by emailing DirectingAdministrator@NationalOpioidOfficialSettlement.com before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC
Directing Administrator
250 Rocketts Way
Richmond, VA 23231

National Opioid Settlements



ATTACHMENT 1 - JANSSEN 2022 PAYMENT ALLOCATIONS TO OHIO (As of 12/14/2022)

TABLE 1: PAYMENT YEAR SUMMARY¹

	Payment 1 Base Amount	Payment 2 Base Amount	TOTAL 2022 JANSSEN PAYMENT
1. Total Allocation	\$12,293,544.54	\$28,681,088.08	\$40,974,632.61
2. Allocation Method	One Ohio Memorandum of Understanding		
3. 15% to State Fund	\$1,844,031.72	\$4,302,163.28	\$6,146,195.00
4. 55% to Foundation Share (Less Row 6)	\$6,014,309.33	\$14,031,505.31	\$20,045,814.64
5. 30% to LG Share (Less Row 7)	\$3,076,766.82	\$7,178,159.25	\$10,254,926.07
6. LGFF from Foundation Share	\$747,140.17	\$1,743,093.13	\$2,490,233.30
7. LGFF from LG Share	\$611,296.50	\$1,426,167.10	\$2,037,463.61

TABLE 2: ALLOCATION TO SUBDIVISIONS

Subdivision	County	Allocation Percentage	Total Payment 1	Total Payment 2	Best Year Less than \$500 ²	TOTAL 2022 JANSSEN PAYMENT
A. Participating Subdivisions						
1. Adams County	Adams County	0.3473544585%	\$10,687.29	\$24,933.66	No	\$35,620.95
2. Akron City	Summit County	0.8812077621%	\$27,112.71	\$63,254.50	No	\$90,367.21
3. Allen County	Allen County	0.4092999560%	\$12,593.21	\$29,380.20	No	\$41,973.41
4. Alliance City	Mahoning County, Stark County	0.0889490116%	\$2,736.75	\$6,384.90	No	\$9,121.65
5. Amberley Village	Hamilton County	0.0192140009%	\$591.17	\$1,379.21	No	\$1,970.38
6. Anderson Township	Hamilton County	0.0760877775%	\$2,341.04	\$5,461.70	No	\$7,802.74
7. Antwerp Village	Paulding County	0.0009282725%	\$28.56	\$66.63	Yes	\$0.00

¹ Final payments to the State and/or Abatement Accounts Funds may vary by +/- \$0.01-\$0.07 to account for rounding to the nearest cent during Subdivision calculations.

² This agreement indicates that if the "LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies." Ohio instructed the Directing Administrator to utilize a "Best Possible Year" test to determine whether a Subdivision's share should be distributed to the county in which the Local Government lies, indicating that "any Subdivision that would receive \$500 or more in the best possible year" should "receive a direct payment every year."

National Opioid Settlements



Subdivision	County	Allocation Percentage	Total Payment 1	Total Payment 2	Best Year Less than \$500	TOTAL 2022 JANSSEN PAYMENT
1507. Waynesville Village	Warren County	0.0046309511%	\$142.48	\$332.42	Yes	\$0.00
1508. Weller Township	Richland County	0.0004460294%	\$13.72	\$32.02	Yes	\$0.00
1509. Wellington Village	Lorain County	0.0164981765%	\$507.61	\$1,184.27	No	\$0.00
1510. Wells Township	Jefferson County	0.0100888848%	\$310.41	\$724.20	No	\$0.00
1511. Wellston City	Jackson County	0.0406103723%	\$1,249.49	\$2,915.08	No	\$0.00
1512. Wellsville Village	Columbiana County	0.0125660620%	\$386.63	\$902.01	No	\$0.00
1513. Wesley Township	Washington County	0.0001253307%	\$3.86	\$9.00	Yes	\$0.00
1514. West Alexandria Village	Prebler County	0.0099845432%	\$307.20	\$716.71	No	\$0.00
1515. West Carrollton City	Montgomery County	0.0603546931%	\$1,856.97	\$4,332.36	No	\$0.00
1516. West Elkton Village	Preble County	0.0026843690%	\$82.59	\$192.69	Yes	\$0.00
1517. West Farmington Village	Trumbull County	0.0001875519%	\$5.77	\$13.46	Yes	\$0.00
1518. West Jefferson Village	Madison County	0.0159155640%	\$489.68	\$1,142.44	No	\$0.00
1519. West Leipsic Village	Putnam County	0.0002152376%	\$6.62	\$15.45	Yes	\$0.00
1520. West Liberty Village	Logan County	0.0035013600%	\$107.73	\$251.33	Yes	\$0.00
1521. West Manchester Village	Preble County	0.0025206880%	\$77.56	\$180.94	Yes	\$0.00
1522. West Mansfield Village	Logan County	0.0000798031%	\$2.46	\$5.73	Yes	\$0.00
1523. West Millgrove Village	Wood County	0.0001102020%	\$3.39	\$7.91	Yes	\$0.00
1524. West Milton Village	Miami County	0.0098350376%	\$302.60	\$705.97	No	\$0.00
1525. West Rushville Village	Fairfield County	0.0001070525%	\$3.29	\$7.68	Yes	\$0.00
1526. West Salem Village	Wayne County	0.0004987159%	\$15.34	\$35.80	Yes	\$0.00
1527. West Township	Columbiana County	0.0005857063%	\$18.02	\$42.04	Yes	\$0.00
1528. West Unity Village	Williams County	0.0014694352%	\$45.21	\$105.48	Yes	\$0.00
1529. Westfield Center Village	Medina County	0.0015469538%	\$47.60	\$111.04	Yes	\$0.00
1530. Westland Township	Guernsey County	0.0000407937%	\$1.26	\$2.93	Yes	\$0.00
1531. Weston Township	Wood County	0.0001040797%	\$3.20	\$7.47	Yes	\$0.00
1532. Weston Village	Wood County	0.0009305950%	\$28.63	\$66.80	Yes	\$0.00
1533. Wharton Village	Wyandot County	0.0000269859%	\$0.83	\$1.94	Yes	\$0.00
1534. Wheeling Township	Belmont County	0.0005343072%	\$16.44	\$38.35	Yes	\$0.00
1535. Wheeling Township	Guernsey County	0.0000407937%	\$1.26	\$2.93	Yes	\$0.00
1536. Whetstone Township	Crawford County	0.0003262846%	\$10.04	\$23.42	Yes	\$0.00
1537. White Eyes Township	Coshocton County	0.0001913444%	\$5.89	\$13.74	Yes	\$0.00

National Opioid Settlements



CORRECTED ALLOCATION NOTICE

Payment Year: 2

Date of Notice: 12/6/2022

Deadline to Dispute Allocation: 12/27/2022

Expiration of 50 Days: 1/25/2023

Settling State	Ohio
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I. PAYMENT ALLOCATION DETERMINATION

This Notice is an official communication from the Directing Administrator of the National Opioid Settlements. A copy of this Notice has been sent to the Enforcement Committee and Settling Distributors pursuant to Section IV.B of the Distributor Settlement Agreement, dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement"). All capitalized terms used in this letter have the meanings ascribed to them in the Distributor Settlement Agreement.

Pursuant to Section IV.B and Exhibit M of the Distributor Settlement Agreement, Ohio's Total Payment Year 2 amount is **\$36,291,243.74**, which is broken down in Table 1 in Attachment 1 to this Allocation Notice.

As provided under Section V.C of the Distributor Settlement Agreement, Ohio has instructed the Directing Administrator to calculate the intrastate allocations in accordance with its State-Subdivision Agreement, ("One Ohio Memorandum of Understanding." Under Section B.1 of this Agreement, all "Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation ... ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share")." Pursuant to Section C, Ohio will establish a Local Government Fee Fund that "shall be calculated by taking 11.05% of the total monetary component of any settlement accepted" and be funding with the "first 45% ... drawn from the LG Share" and the "remaining 55% ... drawn from the Foundation Share." This would reduce the Foundation Share and LG Share prior to allocations to the Participating Subdivisions and payment of both shares. Participating Subdivisions are eligible to receive their portion of the LG Share through direct payments under Section B.7 which will be allocated according to Exhibit B of the State-Subdivision Agreement. However, under Section B.5, if a Participating Subdivision's allocation is less than \$500, then that amount will instead be reallocated to the county in which the Subdivision lies. Finally, under Section D.3, "the Parties shall create a private 501(c)(3) foundation ... for the purpose of receiving" the Foundation Share. The intrastate allocations are included as Attachment 1 to this Allocation Notice.

Undisputed amounts allocated to Ohio's State Funds and Ohio's Subdivision Funds for the listed Participating Subdivisions will be paid no later than the date that is 50 days after the date of this Allocation Notice.

II. YOUR RIGHT TO DISPUTE

Section IV.B.4 of the Distributor Settlement Agreement provides that within twenty-one (21) calendar days of receiving notice any party may dispute the calculation of the amount to be received by a Settling State or its Participating Subdivisions listed on Exhibit G as inconsistent with the terms of the Agreement. Written notice must be provided to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

A party has until the Deadline to Dispute Allocation listed at the top of this Allocation Notice to deliver a written notification of dispute. The amounts listed in this Allocation Notice will be deemed accepted if the Directing

National Opioid Settlements



Administrator has not received a party's dispute before midnight Eastern Time on the deadline date. Submit your written request by email to DirectingAdministrator@NationalOpioidOfficialSettlement.com.

Any party affected by the dispute may object to the notification of dispute. Depending on the nature of the dispute, contested disputes must be resolved in either the court that entered a state's Consent Judgment or the National Arbitration Panel. The Directing Administrator will not disburse any funds potentially affected by a contested dispute until the dispute is resolved by the court or the National Arbitration Panel.

III. TO ACCEPT PAYMENT

If you do not dispute the payment and you have previously created a Portal Account and completed your Payment Election Forms and W-9 Forms, no further action is needed. The Directing Administrator will begin issuing payments after the applicable deadlines have passed using the existing payment instructions. If you have not previously created a Portal Account, please do so and complete the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments. **Keep your payment instructions current in the Portal as the Directing Administrator will use these forms to issue settlement payments.**

IV. TO REALLOCATE PAYMENT

If you wish to reallocate your portion of the allocation to another Participating Subdivision or the State Fund, you may notify the Directing Administrator of your intent to do so using the Direct Payment and Allocation Election screen on the Portal before the Deadline to Dispute Allocation included on the Allocation Notice. The Directing Administrator will not treat a reallocation request as a dispute.

Sincerely,

BrownGreer PLC
Directing Administrator
250 Rocketts Way
Richmond, VA 23231

National Opioid Settlements



ATTACHMENT 1 - DISTRIBUTORS YEAR 2 PAYMENT ALLOCATION TO OHIO (As of 12/6/22)

TABLE 1: YEAR 2 SUMMARY

	Restitution/ Abatement	Additional Restitution	Total Payment 2
1. Total Allocation (From Enforcement Committee)	\$36,291,243.74	\$0.00	\$36,291,243.74
2. Allocation Method	One Ohio Memorandum of Understanding		
3. 15% to State Fund	\$5,443,686.56	\$0.00	\$5,443,686.56
4. 30% to LG Share (Less Row 6)	\$9,082,791.03	\$0.00	\$9,082,791.03
5. 55% to Foundation Share (Less Row 7)	\$17,754,583.72	\$0.00	\$17,754,583.72
6. LGFF from LG Share	\$1,804,582.10	\$0.00	\$1,804,582.10
7. LGFF from Foundation Share	\$2,205,600.34	\$0.00	\$2,205,600.34

TABLE 2: ALLOCATION TO SUBDIVISIONS

Subdivision	County	A. Initial Participating Subdivisions			
		Allocation Percentage	Restitution/ Abatement	Best Year Less than \$500 ¹	Total Payment 2
1. Adams County	Adams County	0.3473544585%	\$31,549.48	No	\$31,549.48
2. Allen County	Allen County	0.4092999560%	\$37,175.86	No	\$37,175.86
3. American Township	Allen County	0.0193901533%	\$1,761.17	No	\$1,761.17
4. Lima City	Allen County	0.1727455397%	\$15,690.12	No	\$15,690.12
5. Shawnee Township	Allen County	0.0289829613%	\$2,632.46	No	\$2,632.46
6. Bluffton Village	Allen County, Hancock County	0.0052836661%	\$479.90	No	\$479.90

¹ This agreement indicates that if the "LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies." Ohio instructed the Directing Administrator to utilize a "Best Possible Year" test to determine whether a subdivision's share should be distributed to the county in which the Local Government lies, indicating that "any Subdivision that would receive \$500 or more in the best possible year" should "receive a direct payment every year."

National Opioid Settlements



Subdivision	County	Allocation Percentage	Restitution/ Abatement	Best Year Less than \$500	Total Payment 2
677. Warren County	Warren County	1.0504230532%	\$95,407.73	No	\$95,838.92
678. Clear Creek Township	Warren County	0.0874295648%	\$7,941.04	No	\$7,941.04
679. Deerfield Township	Warren County	0.1151454582%	\$10,458.42	No	\$10,458.42
680. Franklin City	Warren County	0.0535002847%	\$4,859.32	No	\$4,859.32
681. Franklin Township	Warren County	0.0035372089%	\$321.28	Yes	\$0.00
682. Hamilton Township	Warren County	0.0450761424%	\$4,094.17	No	\$4,094.17
683. Harveysburg Village	Warren County	0.0012100978%	\$109.91	Yes	\$0.00
684. Lebanon City	Warren County	0.0873597515%	\$7,934.70	No	\$7,934.70
685. Mason City	Warren County	0.1510527828%	\$13,719.81	No	\$13,719.81
686. South Lebanon Village	Warren County	0.0058643200%	\$532.64	No	\$532.64
687. Turtlecreek Township	Warren County	0.0071325956%	\$647.84	No	\$647.84
688. Union Township	Warren County	0.0079936267%	\$726.04	No	\$726.04
689. Waynesville Village	Warren County	0.0046309511%	\$420.62	No	\$420.62
690. Washington County	Washington County	0.3325608246%	\$30,205.80	No	\$30,259.68
691. Belpre City	Washington County	0.0099429019%	\$903.09	No	\$903.09
692. Grandview Township	Washington County	0.0005932320%	\$53.88	Yes	\$0.00
693. Marietta City	Washington County	0.0852917164%	\$7,746.87	No	\$7,746.87
694. Wayne County	Wayne County	0.2257675097%	\$20,505.99	No	\$21,056.34
695. Burbank Village	Wayne County	0.0001559017%	\$14.16	Yes	\$0.00
696. Chippewa Township	Wayne County	0.0025863636%	\$234.91	Yes	\$0.00
697. Doylestown Village	Wayne County	0.0020721837%	\$188.21	Yes	\$0.00
698. Orrville City	Wayne County	0.0089614214%	\$813.95	No	\$813.95
699. Smithville Village	Wayne County	0.0012448566%	\$113.07	Yes	\$0.00
700. Wooster City	Wayne County	0.4046402646%	\$36,752.63	No	\$36,752.63
701. Williams County	Williams County	0.1507467614%	\$13,692.01	No	\$13,851.03

Gary Copeland

From: Jacob Bertke <jlb@choiceoneengineering.com>
Sent: Monday, November 21, 2022 12:38 PM
To: Gary Copeland
Subject: Franklin, Phase 1 and Third Street Engineering Proposals
Attachments: 2022-02-07_SignedAgreement_FranklinRoad.pdf; 2022-02-07_SignedAgreement_3rd Street.pdf; 2022-01-04_Agreement_3rdStreet.pdf; 2022-01-04_Agreement_FranklinRoad.pdf

Chief,

I've attached the engineering proposals we sent you back in January, along with the resolution you passed authorizing us for a portion of the cost to complete the preliminary engineering. I summarized below the amounts you already authorized us for, for each project, and what the additional amount is we need authorized for to complete the design.

I also included the amount that we budgeted in each proposal for Construction Admin and On-Site Construction Observation. I don't know if you want to authorize us for the Construction Admin/Observation now or want to wait until after the projects bid.

Franklin Phase 1:

Total Engineering Proposal Amount: \$63,950.00

Previously Authorized: \$43,150.00

Engineering Remaining to be Authorized: \$20,800.00

Budgeted Construction Admin/Construction Observation: \$20,000.00

Third Street:

Total Engineering Proposal Amount: \$51,950.00

Previously Authorized: \$37,500.00

Engineering Remaining to be Authorized: \$14,450.00

Budgeted Construction Admin/Construction Observation: \$18,000.00

(Note that we billed previously well under the amount that we were authorized for.. The preliminary engineering that we charged for previously was only around \$15k for each project).

Please give me a call if you have questions or want to discuss in more detail.

Thank you,

Jake Bertke, P.E.

Project Manager for **Choice One Engineering**

513.239.8554 **Office** | 513.781.1621 **Cell**

Kelly-Creswell
1221 Groop Road
Springfield OH 45504
Phone: (937) 325-3978 Fax: (937) 325-7067

Quote

Date	Quote #
10/6/2022	A-8878

Prepared For:

Ship To

Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068

KC to deliver

Contact: Chief Copeland

Phone: 513-897-8015 Fax:

Project	Terms	Requested By	FOB	Quote Sent Via	Rep
100622 HDC-SS	Net 30	10/6/2022	Springfield	email	DH
Item	Description		Qty	Price	Total
PO-HDC-SS	Heavy Duty Model C Striper Heavy-Duty Parking Lot Striper, with 7 US Gallon Stainless Steel Paint Tank, 10" Lid, 5.5 Recoil Start Honda Engine, 11.4 CFM Air Compressor, 2-QT Pressure Cleaning System, Welded Steel Frame With Offset Front Wheel, All Pneumatic Tires, Belt & Pulley Guard, KC-593NBSSF Stainless Steel, Non Bleeder, Flush Striping Gun, KC Air Curtains.		1	5,985.00	5,985.00
AC-1180	Rotatable Side Delivery HDC - INCLUDED IN PRICE -		1	0.00	0.00
AC-1010-2-SS	Hand Gun Assembly w/20' Hoses w/Stainless Steel Fluid Plumbing		1	498.00	498.00
Miscellaneous	Trade in 2005 HDC-SS s/n: 8504 This unit comes with a 12 month warranty on defective parts and workmanship. Kelly-Creswell will deliver the New unit, train The Village of Waynesville, OH personnel on the operation and cleaning of the New unit and bring back the trade in unit, at no cost to the Village. Chief Copeland @ 513-897-8015		-1	900.00	-900.00
Thanks. We are grateful for this opportunity to quote on your project!				Total	\$5,583.00



Kelly-Creswell Portable Series Heavy Duty Model C Walk-Behind Striper

Heavy-Duty Model C is ideal for parking stalls, meter limits, crosswalks and industrial safety lanes. The Model C is excellent for marking athletic fields and running tracks.

Simple air atomized system for application of all paint types.

Rugged frame, nicely balanced with KC exclusive spring loaded rear axle makes painting straight lines a snap.

Exclusive KC-593 series diaphragm actuated striping gun designed specifically for application of traffic paints.

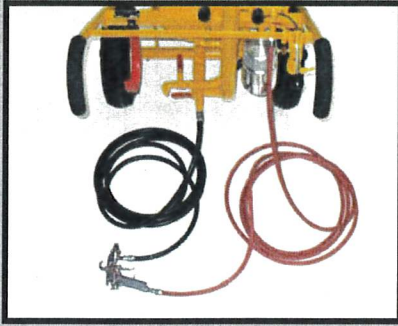
America's best selling parking lot striper!

Operate one and you will understand why Kelly-Creswell is the name that has defined striping since 1937.



- **7 Gallon paint tank, large 10" lid**
- **Pressure cleaner system for automatic tip flush**
- **Exclusive KC air curtains for uniform edges**
- **Customize with options to meet your needs**
- **Order PO-HDC for oil based paint**
- **Order PO-HDC-SS with stainless steel tank & plumbing for latex paint**

Heavy Duty Model C Walk-Behind Striper



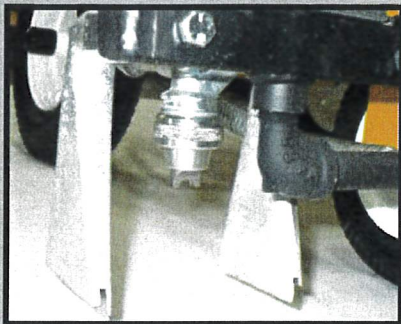
Optional hand paint gun & hose assy.



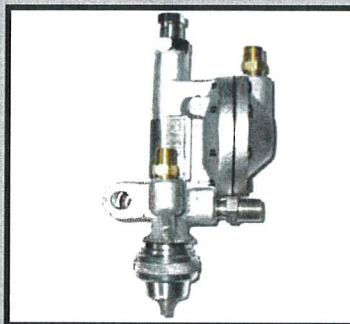
Optional gravity bead system



Optional pressure bead system



Exclusive air curtains for uniform line edges



KC-593 Spray Gun proven reliability



Pressure cleaner for automatic tip flush

Specifications

- Dimensions:** 57" Long X 37" wide X 42" tall
- Weight:** 275lbs operating, 400 lbs shipping.
- Engine:** GX160 Honda 5.5 HP (gross)
- Compressor:** 10.6 CFM, steel braided air line
- Belt Guard:** sheet metal, easily removable
- Paint Tank:** 7 gallon with 10" lid & Y strainer
- Spray Gun:** KC 593-SS mounted right side delivery (std)
- Line Width:** variable 3-9".
- Air Curtains:** KC air curtains for sharp line edges
- Cleaner System:** 1 Quart capacity, flush spray tips and lower plumbing
- Wheels:** 4X8 pneumatic rear, with spring loaded axle, 3X5 pneumatic front
- Frame:** KC, rugged, tubular steel, welded
- Gun Activator:** pneumatic QAW valve
- Guide:** adjustable 18" for retrace or layout
- Warranty:** one year parts & labor

Optional Equipment

- Hand paddle agitator**
- 12 gallon paint tank**
- Dual paint tanks, two color**
- Liquid Propane** fueled engine
- Bead Applicator, pressure or gravity**
- Mark 40D skipline controller**
- Electric start engine**
- Hand spray gun with 20' hose**
- Self propelled traction drive (HDCT)**
- Hand parking brake**
- Swivel front wheel**
- Rotatable side delivery** for curb painting
- Transport trailer**



Kelly-Creswell
1221 Groop Road
Springfield, Ohio 45504
Phone 937.325.3978
Fax 937.325.7067

Visit us on the web
www.kellycreswell.com
sales@kellycreswell.com







Proclamation

Whereas, the Village of Waynesville, Ohio, and our community acknowledge and celebrate the accomplishments of Michelle Mays;

Whereas, Michelle Mays expressed her bravery and strength by reliving her trauma to write two memoirs detailing her experiences growing up in and out of the foster care system;

Whereas, her hard work, contributions, and sacrifices she made in life have allowed her the ability to publish two nationally recognized books; and

Whereas, her books "Dumpster Doll: The Early Years" and "Dumpster Doll: Adolescence" has helped bring awareness to the daily struggles endured by children in foster care; and

Whereas, Michelle Mays remains a loyal native of Waynesville, Ohio by always giving back to her hometown community; and

Whereas, Michelle Mays continues to help children in foster care through her non-profit organization, FosterHub; and

Now, Therefore, I, Mayor Earl J. Isaacs, do hereby proclaim this 17th day of December in the year of our Lord, Two Thousand and twenty-two as:

MICHELLE MAYS DAY

in the Village of Waynesville and urge all citizens to share in celebrating this special day.



In Witness Whereof, I have set my hand and seal this 17th day of December in the year of our Lord, Two Thousand and twenty-two.

A handwritten signature in black ink, appearing to read "Earl J. Isaacs", written over a horizontal line.

Earl J. Isaacs, Mayor
Village of Waynesville, Ohio



000001

Waynesville Fuel Receipt

Department _____

Date _____ Time _____ am pm
(circle one)

Print Name _____

Vehicle _____ Mileage _____

Meter Ending # _____

Meter Beginning # _____

Total Gallons _____ gas diesel
(circle one)

Signature _____

Badge # _____

Page dimensions: 4.5 x 4.75in

Qty: 50 books, 50 pages/ea book

Color(s): Black ink

Stock: 2-part carbonless w/ wrap-around cover

Starting #: 000001

JOB # 66122

Proof # 3 **Artist** LJ

Please proofread your art for:

- Spelling & Grammar
- Typographical Errors
- Punctuation
- General Layout, Color & Imagery
- All Contact Details
 - Name(s)
 - Address(es)
 - Web URL(s)
- Email Address(es)
- Phone Number(s)
- Fax Number(s)

APPROVED

CHANGES REQUIRED
(Send new proof)

Village of Waynesville
Sick Leave Donation Form

See Personnel Policy Manual Section 5.3 for qualification criteria.

Donation to: _____
Employee's Name Employee Number

Donation from: _____
Employee's Name Employee Number Sick Leave Hours Balance

Number of hours being donated: _____

Waiver: I forever waive any claim to this donated sick leave. _____
Signature of Employee Making Donation

Date

APPROVAL:

Department Head: _____ Date: _____

Village Manager: _____ Date: _____

FOR FINANCE DEPARTMENT USE ONLY

Adjustment to donating employee's vacation hours:

Beginning hours: _____ Adjusted hours: _____

Payroll Date

2. Exposure of an employee or a member of the employee's immediate family to a contagious disease, which would have the potential of jeopardizing the health of the employee or the health of another.
 3. Death of a member of the employee's immediate family.
 4. Medical examinations or treatment of employee or a member of the employee's immediate family.
 5. Pregnancy, childbirth and related medical conditions.
- (j) Part-time employees shall not accrue sick leave.
- (k) Accrual is based on an employee being on active pay status: hours worked, hours on vacation, hours on holiday leave, hours of compensatory time off, and hours on paid sick leave. Sick leave credit shall not accrue during any disciplinary suspension or other type of unpaid leave or layoff.
- (l) Sick leave shall be charged in minimum amounts of two (2) hours.
- (m) Employees absent on paid sick leave shall be paid at their regular rate of pay.
- (n) If an employee has exhausted all their sick leave credit, he or she shall use vacation leave and personal leave for sick leave purposes, in order to account for their 40-hour work week.
- (o) Employees who transfer from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment, or transfer does not exceed 10 years. The words "public agency" as used above include the State, counties, municipalities, all boards of education, libraries, townships, and other public appointing authorities within the State of Ohio. (ORC 124.38)
- (p) Paid Leave Donation. Pursuant to ORC Section 124.391, Village employees may voluntarily donate vacation, personal, or sick leave to employees who have exhausted all sick leave and other paid leave as a result of a life-threatening injury or illness of an employee or a member of the employee's immediate family. All such donations are subject to the following provisions:
- (1) Before an employee is eligible to receive donated leave, the employee must have been absent for a period equal to at least 14 consecutive calendar days and have exhausted all paid sick leave, vacation leave, personal leave, or other available, paid leave.
 - (2) The employee's absence must result from a documented serious health condition

or injury to the employee or a member of the employee's immediate family, as determined by the Village Manager or a designee. The Village Manager's determination as to whether or not an injury or illness is "life-threatening" within the meaning of this policy is in the employer's sole discretion - and is **final**, and this determination is not subject to appeal under the complaint procedure or any other grievance procedure.

- (3) The decision of individual employees whether or not to donate vacation leave to another employee must be free and voluntary, and no official, supervisor, or employee shall pressure, solicit, or coerce any employee, directly or indirectly, to donate leave to another employee. Any violation of this subsection shall be considered grounds for disciplinary action, up to and including termination.
 - (4) No employee shall donate more than 40 hours of paid leave to other employees in any one calendar year. No employee may donate sick leave unless he or she has a sick leave balance of at least 15 days (120 hours).
 - (5) No employee shall be eligible to receive more than 60 days (480 hours) of donated paid leave during the course of any calendar year.
 - (6) The employee donating the paid leave via the **Sick Leave Donation Form (Form 5.3)** must provide written notice of the donation to the Village Manager at least seven calendar days in advance of its use by the transferee employee, and such notice shall include both the identity of the employee to whom the leave is donated and a statement that the employee donating the leave is forever waiving his or her claim to such paid leave. Upon receipt of the notice, the Village Manager shall credit the sick leave balance of the receiving employee. The employee - receiving the donation may not use the leave to cover any absence prior to seven days after the receipt of this notice.
- (q) An employee who fraudulently obtains sick leave; who falsifies sick leave requests, documentation, or records; who misrepresents the grounds for a sick leave request; or who uses sick leave for improper purposes shall be subject to disciplinary action up to including termination. Further, an employee may be disciplined for excessive sick leave use in appropriate cases, whether or not the employee has exhausted all available paid sick leave, based on indications of inappropriate use of the leave or the inability of the employee to perform the essential functions of his or her position. Employees are expressly prohibited from engaging in either of the following during a paid or unpaid sick leave:
- (1) Paid employment of any kind, or
 - (2) Other activities, whether or not paid, that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

- (r) To monitor the proper and effective use of sick leave and minimize the potential for sick leave abuse, department heads or their designee should periodically review employee attendance records in order to observe total time absent due to illness, as well as patterns of sick leave absence: same day of week; prior to or following days off, weekends, or holidays; or using sick leave as soon as it is earned.
- (s) Sick leave is a benefit to be used solely for injury, illness, and funeral purposes, and intentional misuse may be considered theft of public funds.
- (t) Altering a physician's certificate or falsification of a written, signed leave statement shall be grounds for discipline and/or legal prosecution.

Effective Date: January 1, 2004

SECTION 5.4: LIGHT DUTY

- (a) The Village recognizes that in particular circumstances of an employee's injury or illness, an employee is not able to return to work- in a full duty work status; but is capable of performing certain job assignments, which constitute a limited portion of one or more position classifications. These assignments are referred to as light or transitional duty, and may be offered by the Village if there is a need for such duty. Such assignments are temporary, and are not to be considered an accommodation to a permanent illness or injury. It serves the mutual benefit of the employee and the Village to provide a temporary light duty assignment. Temporary is defined herein as not more than 180 consecutive calendar days.
- (b) This process allows the Village to comply with the BWC Managed Care Organization policy that requires us to work with a health care provider to return an injured or ill employee to a modified- duty/light duty position, tailored to an injured employee's condition until they regain full capacity to return to full duty. A light duty position description will be written and coordinated with the health care provider. If the injured or disabled employee refuses to return to work, BWC compensation may cease.
- (c) Application for Light Duty Status. The supervisor of a full-time employee who is off work due to an injury or illness, or the injured or ill employee may request to return to work on a light duty assignment by doing the following:
 - (1) The supervisor or employee must submit a written request via letter to the Village Manager to be placed on light duty status, based on a temporary light duty position description.
 - (2) The employee must obtain and provide to the Village Manager a completed **Physician's Light Duty Release Form (Form 5.6)**. The form must be completed and signed by the employee's attending physician. The doctor must state that there is reasonable medical probability that the employee will be able to return to full duty at a specified date in the future, and authorize the employee to return to work

2022

**VILLAGE OF WAYNESVILLE
POLICE OFFICER OF THE YEAR**

Michael Geyer

Recognized for your outstanding service, dedication and commitment which you have bestowed towards the Village of Waynesville community. The recipient of this award was eligible, nominate, and approved as the 2022 Officer of Year.

Presented this 16th day of December 2022



Chief Gary L. Copeland