



COUNCIL AGENDA

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

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgements)
- IV. Disposition of Minutes of Previous Meetings
December 6, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
- VI. Old Business
 - Mayor Nominating Committee recommendations
- 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:

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2021-053

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

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

January 3, 2022 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee Meeting, January 3, 2022 @ 6:00 p.m.

Finance Meeting, January 20, 2022 @ 5:00 p.m.

**Village of Waynesville
Council Meeting Minutes
December 6, 2021 at 7:00 pm**

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

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 6, 2021.

Mayor Isaacs called the meeting to order at 7:06 p.m.

Roll Call – 7 present

Mayor Acknowledgements

Waynesville is officially open for Christmas as of December 3rd. Christmas in the Village went well. Also, checked on the new storm basin installed behind Pat's Gas after the big rain and it did well with no flooding.

Disposition of Previous Minutes

Ms. Dedden made a motion to approve the minutes for the Council meeting on November 15, 2021 as corrected and Mr. Blankenship seconded the motion.

Motion – Dedden
Second – Blankenship

Roll Call – 7 years

Public Recognition/Visitor's Comments

Ms. Dedden acknowledged Mr. Blankenship and Mrs. Miller for participating in the Friend's Tour of Homes by opening their homes to the public. All proceeds go to help fund the Friend's Museum.

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Old Business

None

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Reports

Finance

The Finance Committee will meet a week earlier on Thursday, December 16, 2021 at 5:00 p.m. in the small conference room at the Government Center. The Committee plans to discuss Open Checkbook and temporary appropriations. The public is welcome to join.

Public Works Report

Public Works met this evening and went over the many ongoing projects throughout the Village. The next meeting will be January 3, 2022 at 6:00 p.m. and the public is encouraged to attend.

Special Committee Reports

None

Village Manager Report

- Congratulations to Chris Colvin, Connie Miller, Troy Lauffer and Brian Blankenship for being reelected to Council. Certification for the elections have been distributed.
- Update on Andy Ray, who was bit by a brown recluse, hoping he will return to work in a couple weeks.
- The sidewalk on Franklin is progressing and hoping to have it done in a couple weeks. Residents that will be affected were notified with a letter about the project beginning. This project is funded by a grant from Warren County at no cost to the residents.
- Council has asked to find better ways to communicate with the public. The new web site is underway and should be going live soon. Have a meeting on January 6 to finalize details.
- Another effective way to communicate with the public is an electronic message board in front of the Government Center.

Collected four quotes from different vendors and all were within about the same price range. There is an ordinance on tonight's agenda for this project. The remaining 14K from the CARES Act money can be used to help fund this project. In addition to the 14K, 1/3 would come from water and 1/3 from the general fund.

- Walt Biggs has completed replacing the catch basins. Restoration still needs to be done. In addition to the catch basin repairs, he had to replace a collapsed pipe going across Miami Street by the Post Office. This should help the flow of water during heavy storms and stop pooling of water in the area.
- Maintenance Department performed an in-house repair on a catch basin on Marvin's Lane.
- Flagpole lights have been repaired and are operational.
- Old leaf vacuum sold on Gov Deals for \$1750.
- Choice One is finishing updating the traffic study at North and Route 42. Should be getting the full report with corrections to consult with Representative Scott Lipps and meet with ODOT.
- Presented the Waynesville Lady Spartan soccer team along with the Mayor the key to the Village for being State Champs. The County Commissioners did a proclamation declaring that day to be Spartan Women's Soccer Day.
- Asking Council to accept the donations of gift cards to be used as prizes at staff Christmas party from local restaurants, Village Restaurant, Acapulco, and McDonalds.

Police Report

- November Mayor's Court month end and calls for service have been provided.
- Code Enforcer's report has also been provided.
- Provided photos from the Chief's Conference.
- Two cars representing the Village attended the funeral for Greene County Sheriff Fischer.
- Thank you to Beckett Springs, Help for Heroes, which provides treatment and therapy to military and first responders. Representatives stopped by and provided information of services and snacks for the officers.

Mr. Colvin stated that the Street Department did a great job doing leaf pick up this year and would like to thank the crew for the extra effort. Ms. Dedden agreed with Mr. Colvin. Chief Copeland stated that leaf pick up usually ends about December 1, but knows some trees still have not dropped their leaves. He recommended if there is anyone else that still needs their leaves picked up to call the office.

Mr. Colvin made the motion to accept donations from the Village Restaurant, Acapulco, and McDonalds and was seconded Ms. Dedden.

Motion – Colvin
Second – Dedden

Roll Call – 7 yeas

Financial Director Report

- Open Checkbook has been updated and 2020 financials have been loaded.
- Uploading data onto the new website and would like to know how many years of minutes Council would like to be loaded onto the new website.

Council agreed that placing minutes from 2020 and 2021 onto the new website should be sufficient. Any other minutes can be made available through a request. Ms. Dedden suggested Council members submit a bio to Ms. Morley to be placed on the new website.

Law Report

None

New Business

Mayor Isaacs nominated Ms. Dedden and Mr. Blankenship to the Mayor Nominating Committee to nominate Council members to committee positions. The Committee will meet on December 16, 2021 at 4:30 p.m.

Mr. Lauffer stated he wanted to set up a MOMS Committee meeting to discuss purchasing the new lampposts on Main St and how can he go about doing that without violating Sunshine Laws. Mr. Forbes stated that MOMS is a private committee and Mr. Lauffer is just a Council representative on the committee. The Village does not control the committee. It is MOMS's responsibility to keep their own minutes and financials of that committee. Mr. Colvin added that he feels MOMS does serve as a connection point for the Village, merchants, Chamber, and public to discuss topics that impact Main Street. It was further discussed that the Village is seeking recommendations from MOMS on the new lampposts but ultimately it is Council's decision to choose the lights. Ms. Dedden stated that there is not a current chair for the MOMS Committee, and they have not met for awhile. Mr. Colvin suggested Council attempt to engage MOMS and if there is no response, then in his opinion, Council forms a special committee and moves on with the project.

Legislation

First Reading of Ordinances and Resolutions

Resolution No. 2021-050

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor and Declaring an Emergency

Ms. Dedden made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-050 and was seconded Mr. Colvin.

Motion – Dedden
Second – Colvin

Roll Call – 7 yeas

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

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2021-051

Authorizing the Village Manager to Enter into a Contract with One Stop Signs in an Amount not to Exceed \$44,000 for the Production and Installation of an Electronic Message Board Monument Sign and Declaring an Emergency

Mr. Gallagher made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-051 and was seconded Mr. Colvin.

Motion – Gallagher
Second – Colvin

Mr. Colvin wanted to clarify that the ordinance is to approve Option B. Chief Copeland stated that yes, it was for option B. Mr. Lauffer asked if Chief Copeland could negotiate a lower price. Chief Copeland said he would try. Mr. Gallagher explained that the ordinance is an emergency to use the remaining CARES Act funds before December 31, 2021. He further explained that 1/3 of the price is from CARES Act, 1/3 funded by the water fund, and 1/3 from the general fund. The ordinance states the Village Manager cannot exceed 44K, however he does not have to spend all that. Chief Copeland said he will try to get a better deal if the ordinance is adopted.

Roll Call – 7 yeas

Mr. Gallagher made the motion to adopt Ordinance 2021-051 and was seconded Mr. Colvin.

Motion – Gallagher
Second – Colvin

Mrs. Miller stated she is in opposition to the sign. She does not feel it is an effective means of communication with the public. She further stated that the general fund is being utilized to increase employee wages for employee retention and feels there are other needs in the Village for these funds.

Mr. Gallagher agreed with Mrs. Miller that the sign is higher than anticipated, but after several conversations with residents, feels this is a good avenue of communication. He especially believes senior citizens that do not use social media and technology will benefit from this form of communication. He also stated that he feels strongly to use up all the CARES Act money and not leave any money on the table.

Mr. Blankenship stated he sees tremendous use for the sign and believes it will be an effective means of communication. His big hesitation is the cost of the sign. He also agrees with Mr. Gallagher that using all the CARES Act money is important.

Mr. Colvin stated that there are limited ways to communicate with the public and feels the sign offers another avenue of effective communication. He also likes the fact that it will reach those individuals that do not use technology. He is sympathetic to the expense but feels the sign is a good investment since the CARES Act money and water funds can be used to offset the cost to the taxpayers.

Mayor Isaacs stated that he has served the Village for many years and has seen tremendous progress on projects within just the past several years. He sees the sign as a useful way to communicate and use the CARES Act money. This way the taxpayers are only paying for 15K of the sign.

Ms. Morley pointed out that the Government Center is not identifiable. It does not currently have a real sign. Newer residents do not know where the Government Center is, as there is only the small sign at the drive.

Mr. Lauffer agreed that some residents will benefit from the sign and feels that it is worth the investment especially since the CARES Act money will be used.

Ms. Dedden stated that she may not personally want to spend this amount on a sign but after listening to staff and other Council members, she is willing to change her vote.

**Roll Call – 6 yeas, Lauffer, Blankenship, Colvin, Dedden, Gallagher
1 nay, Miller**

Resolution No. 2021 – 052

A Resolution Adopting Temporary Appropriations for the Village of Waynesville for Calendar Year 2022 and Declaring an Emergency

Mrs. Miller made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-052 and was seconded Mr. Colvin.

Motion – Miller
Second – Colvin

Roll Call – 7 yeas

Mr. Colvin made the motion to adopt Ordinance 2021-052 and was seconded Mr. Gallagher.

Motion – Colvin
Second – Gallagher

Roll Call – 7 yeas

Ordinance No. 2021-053

Authorizing the Village Manager to Enter into a Contract with Millennium Business Systems for Copier and Wide Format Printer/Scanner Devices

Ms. Dedden made the motion to have the first reading for Ordinance 2021-053 and was seconded Mr. Blankenship.

Motion – Dedden
Second – Blankenship

Ms. Morley explained that the current lease is up on the copier. This is for a newer model with a stapler. The cost of copies also will go down considerably. The lease agreement is also for a large format scanner/printer. This will help with projects such as the water model to send and receive blueprints. This would also make it possible for the Village to create an electronic database for all the blueprints.

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

Mayor Isaacs wished everyone a Merry Christmas.

All were in favor to adjourn at 8:09 pm.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2021-053

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

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

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

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

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

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

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

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

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



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

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

(vendor's name)

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

Government

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

Village of Waynesville
Purchaser's Name

1400 Lytle Road
Street Address

Waynesville OH 45068
City State Zip

Signature and Title

Date Signed

31-6001091
Vendor's License Number, if any

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

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

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 6 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 or \$15 per asset (whichever is greater) for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$160 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

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

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

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

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

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

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

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

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

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

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

State of Ohio Fiscal Certificate

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

This Certificate is given in compliance with all statutory requirements.

FISCAL OFFICER

By: X

Print Name:

Date:



Total Print Management Agreement

FTG Entity Address:

CUSTOMER INFORMATION

Bill To:

Name:

Contact Phone:

Address:

City, State, Zip:

Meter Contact:

Suite/Room #:

E-mail:

Equipment Location:

Name:

Contact Phone:

Address:

City, State, Zip:

Meter Contact:

Suite/Room #:

E-mail:

AGREEMENT DETAILS

Term:

Monthly Volume: B/W: Color:

Cost Per Print:

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

Customized Billing (Y/N):

Overages:

Overages: B/W: Color: See Grouped Pool

Monthly Payment: Service Response Time:

Billing Frequency: Overage Billing Frequency:

Comments:

CUSTOMER ACCEPTANCE

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

Customer:

Print Name:

Supplier:

Print Name:

Signature:

Date:

Signature:

Date:

- will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
- b. To the extent installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For installed Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - c. To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - d. To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
 - e. In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - f. In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
 - g. All supplies remain the property of Supplier until consumed.
 - h. Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
 - i. When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
 - j. If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/ or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$59.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase the base contract payment by a maximum of 10%.
10. **REMITTANCE:** All invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the invoice. The undisputed portion of any invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.
11. **TERM & TERMINATION:** The initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless Customer notifies Supplier of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
- a. **Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
 - b. **Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
 - c. **Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party.
 - d. Any termination of the Agreement shall be without prejudice to the rights of the parties.
12. **CONFIDENTIALITY:** Confidential information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this

Equipment Exchange Form

Customer Name

Village of Waynesville

Account #
(if known)

0

Address

1400 Lytle Road

Address

Waynesville

OH

45068

City

State

Zip

Onsite Contact Info for
Installation

Jamie Morley

(513) 897-8015

jamie@villageofwaynesville-ohio.org

Name

Phone

Email

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

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

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

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

Comments

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

Customer Signature

Date

Printed Name

Date



Network Information Form

Customer \ Company Name: Village of Waynesville

Network Information:	
Subnet Mask: _____	Primary DNS: _____
Default Gateway: _____	Secondary DNS: _____
Domain: _____	Wireless SSID Name: _____
	Wi-Fi Password: _____
	WiFi Security Type: _____

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

Authorization to Perform Work and Release of Liability:

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

Signature _____

Date _____

**Village of Waynesville
Council Meeting Minutes
December 6, 2021 at 7:00 pm**

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

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 6, 2021.

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Mayor Isaacs called the meeting to order at 7:06 p.m.

Roll Call – 7 present

Mayor Acknowledgements

Waynesville is officially open for Christmas as of December 3rd. Christmas in the Village went well. Also, checked on the new storm basin installed behind Pat's Gas after the big rain and it did well with no flooding.

Disposition of Previous Minutes

Ms. Dedden made a motion to approve the minutes for the Council meeting on November 15, 2021 as corrected and Mr. Blankenship seconded the motion.

Motion – Dedden
Second – Blankenship

Roll Call – 7 years

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Public Recognition/Visitor's Comments

Ms. Dedden acknowledged Mr. Blankenship and Mrs. Miller for participating in the Friend's Tour of Homes by opening their homes to the public. All proceeds go to help fund the Friend's Museum.

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Old Business

None

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Reports

Finance

The Finance Committee will meet a week earlier on Thursday, December 16, 2021 at 5:00 p.m. in the small conference room at the Government Center. The Committee plans to discuss Open Checkbook and temporary appropriations. The public is welcome to join.

Public Works Report

Public Works met this evening and went over the many ongoing projects throughout the Village. The next meeting will be January 3, 2022 at 6:00 p.m. and the public is encouraged to attend.

Special Committee Reports

None

Village Manager Report

- Congratulations to Chris Colvin, Connie Miller, Troy Lauffer and Brian Blankenship for being reelected to Council. Certification for the elections have been distributed.
- Update on Andy Ray, who was bit by a brown recluse, hoping he will return to work in a couple weeks.
- The sidewalk on Franklin is progressing and hoping to have it done in a couple weeks. Residents that will be affected were notified with a letter about the project beginning. This project is funded by a grant from Warren County at no cost to the residents.
- Council has asked to find better ways to communicate with the public. The new web site is underway and should be going live soon. Have a meeting on January 6 to finalize details.
- Another effective way to communicate with the public is an electronic message board in front of the Government Center.

Collected four quotes from different vendors and all were within about the same price range. There is an ordinance on tonight's agenda for this project. The remaining 14K from the CARES Act money can be used to help fund this project. In addition to the 14K, 1/3 would come from water and 1/3 from the general fund.

- Walt Biggs has completed replacing the catch basins. Restoration still needs to be done. In addition to the catch basin repairs, he had to replace a collapsed pipe going across Miami Street by the Post Office. This should help the flow of water during heavy storms and stop pooling of water in the area.
- Maintenance Department performed an in-house repair on a catch basin on Marvin's Lane.
- Flagpole lights have been repaired and are operational.
- Old leaf vacuum sold on Gov Deals for \$1750.
- Choice One is finishing updating the traffic study at North and Route 42. Should be getting the full report with corrections to consult with Representative Scott Lipps and meet with ODOT.
- Presented the Waynesville Lady Spartan soccer team along with the Mayor the key to the Village for being State Champs. The County Commissioners did a proclamation declaring that day to be Spartan Women's Soccer Day.
- Asking Council to accept the donations of gift cards to be used as prizes at staff Christmas party from local restaurants, Village Restaurant, Acapulco, and McDonalds.

Police Report

- November Mayor's Court month end and calls for service have been provided.
- Code Enforcer's report has also been provided.
- Provided photos from the Chief's Conference.
- Two cars representing the Village attended the funeral for Greene County Sheriff Fischer.
- Thank you to Beckett Springs, Help for Heroes, which provides treatment and therapy to military and first responders. Representatives stopped by and provided information of services and snacks for the officers.

Mr. Colvin stated that the Street Department did a great job doing leaf pick up this year and would like to thank the crew for the extra effort. Ms. Dedden agreed with Mr. Colvin. Chief Copeland stated that leaf pick up usually ends about December 1, but knows some trees still have not dropped their leaves. He recommended if there is anyone else that still needs their leaves picked up to call the office.

Mr. Colvin made the motion to accept donations from the Village Restaurant, Acapulco, and McDonalds and was seconded Ms. Dedden.

Motion – Colvin
Second – Dedden

Roll Call – 7 yeas

Financial Director Report

- Open Checkbook has been updated and 2020 financials have been loaded.
- Uploading data onto the new website and would like to know how many years of minutes Council would like to be loaded onto the new website.

Council agreed that placing minutes from 2020 and 2021 onto the new website should be sufficient. Any other minutes can be made available through a request. Ms. Dedden suggested Council members submit a bio to Ms. Morley to be placed on the new website.

Law Report

None

New Business

Mayor Isaacs nominated Ms. Dedden and Mr. Blankenship to the Mayor Nominating Committee to nominate Council members to committee positions. The Committee will meet on December 16, 2021 at 4:30 p.m.

Mr. Lauffer stated he wanted to set up a MOMS Committee meeting to discuss purchasing the new lampposts on Main St and how can he go about doing that without violating Sunshine Laws. Mr. Forbes stated that MOMS is a private committee and Mr. Lauffer is just a Council representative on the committee. The Village does not control the committee. It is MOMS's responsibility to keep their own minutes and financials of that committee. Mr. Colvin added that he feels MOMS does serve as a connection point for the Village, merchants, Chamber, and public to discuss topics that impact Main Street. It was further discussed that the Village is seeking recommendations from MOMS on the new lampposts but ultimately it is Council's decision to choose the lights. Ms. Dedden stated that there is not a current chair for the MOMS Committee, and they have not met for awhile. Mr. Colvin suggested Council attempt to engage MOMS and if there is no response, then in his opinion, Council forms a special committee and moves on with the project.

Legislation

First Reading of Ordinances and Resolutions

Resolution No. 2021-050

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor and Declaring an Emergency

Ms. Dedden made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-050 and was seconded Mr. Colvin.

Motion – Dedden
Second – Colvin

Roll Call – 7 yeas

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

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2021-051

Authorizing the Village Manager to Enter into a Contract with One Stop Signs in an Amount not to Exceed \$44,000 for the Production and Installation of an Electronic Message Board Monument Sign and Declaring an Emergency

Mr. Gallagher made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-051 and was seconded Mr. Colvin.

Motion – Gallagher
Second – Colvin

Mr. Colvin wanted to clarify that the ordinance is to approve Option B. Chief Copeland stated that yes, it was for option B. Mr. Lauffer asked if Chief Copeland could negotiate a lower price. Chief Copeland said he would try. Mr. Gallagher explained that the ordinance is an emergency to use the remaining CARES Act funds before December 31, 2021. He further explained that 1/3 of the price is from CARES Act, 1/3 funded by the water fund, and 1/3 from the general fund. The ordinance states the Village Manager cannot exceed 44K, however he does not have to spend all that. Chief Copeland said he will try to get a better deal if the ordinance is adopted.

Roll Call – 7 yeas

Mr. Gallagher made the motion to adopt Ordinance 2021-051 and was seconded Mr. Colvin.

Motion – Gallagher
Second – Colvin

Mrs. Miller stated she is in opposition to the sign. She does not feel it is an effective means of communication with the public. She further stated that the general fund is being utilized to increase employee wages for employee retention and feels there are other needs in the Village for these funds.

Mr. Gallagher agreed with Mrs. Miller that the sign is higher than anticipated, but after several conversations with residents, feels this is a good avenue of communication. He especially believes senior citizens that do not use social media and technology will benefit from this form of communication. He also stated that he feels strongly to use up all the CARES Act money and not leave any money on the table.

Mr. Blankenship stated he sees tremendous use for the sign and believes it will be an effective means of communication. His big hesitation is the cost of the sign. He also agrees with Mr. Gallagher that using all the CARES Act money is important.

Mr. Colvin stated that there are limited ways to communicate with the public and feels the sign offers another avenue of effective communication. He also likes the fact that it will reach those individuals that do not use technology. He is sympathetic to the expense but feels the sign is a good investment since the CARES Act money and water funds can be used to offset the cost to the taxpayers.

Mayor Isaacs stated that he has served the Village for many years and has seen tremendous progress on projects within just the past several years. He sees the sign as a useful way to communicate and use the CARES Act money. This way the taxpayers are only paying for 15K of the sign.

Ms. Morley pointed out that the Government Center is not identifiable. It does not currently have a real sign. Newer residents do not know where the Government Center is, as there is only the small sign at the drive.

Mr. Lauffer agreed that some residents will benefit from the sign and feels that it is worth the investment especially since the CARES Act money will be used.

Ms. Dedden stated that she may not personally want to spend this amount on a sign but after listening to staff and other Council members, she is willing to change her vote.

**Roll Call – 6 yeas, Lauffer, Blankenship, Colvin, Dedden, Gallagher
1 nay, Miller**

Resolution No. 2021 – 052

A Resolution Adopting Temporary Appropriations for the Village of Waynesville for Calendar Year 2022 and Declaring an Emergency

Mrs. Miller made the motion to waive the two-reading rule and declare an emergency for Ordinance 2021-052 and was seconded Mr. Colvin.

Motion – Miller
Second – Colvin

Roll Call – 7 yeas

Mr. Colvin made the motion to adopt Ordinance 2021-052 and was seconded Mr. Gallagher.

Motion – Colvin
Second – Gallagher

Roll Call – 7 yeas

Ordinance No. 2021-053

Authorizing the Village Manager to Enter into a Contract with Millennium Business Systems for Copier and Wide Format Printer/Scanner Devices

Ms. Dedden made the motion to have the first reading for Ordinance 2021-053 and was seconded Mr. Blankenship.

Motion – Dedden
Second – Blankenship

Ms. Morley explained that the current lease is up on the copier. This is for a newer model with a stapler. The cost of copies also will go down considerably. The lease agreement is also for a large format scanner/printer. This will help with projects such as the water model to send and receive blueprints. This would also make it possible for the Village to create an electronic database for all the blueprints.

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

Mayor Isaacs wished everyone a Merry Christmas.

All were in favor to adjourn at 8:09 pm.

Date: _____

Jamie Morley, Clerk of Council

FINANCE COMMITTEE MEETING

November 18, 2021 @ 5:00 p.m.

Members present: Joette Dedden, Brian Blankenship, Connie Miller

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

1. Mrs. Miller made a motion to approve the Finance Committee minutes as written for October 21, 2021 and was seconded by Ms. Dedden.
3 Yeas
2. The Committee reviewed the October reports prepared by Ms. Crockett. Ms. Dedden stated the 117K payment to Brown Paving was to pave Mill Street and Adamsmoor. The funds were taken out of the General, Street Maintenance, Permissive Vehicle, and Street Levy Funds. Ms. Crockett stated that the trash and streetlight funds are a little low, and the Committee may want to consider updating the Schedule of Fees. Ms. Morley stated that the streetlight fund is taking a hit because the lights along Main Street and Victoria Place require an electrician to fix them. With the passing of Bill Hadley, other electricians charge the Village a lot more. Chief Copeland is working with Nathan from PCI to see about doing these repairs as he is about \$30 less an hour than the current electrician.
3. At this time, the Committee reviewed the temporary appropriations. Ms. Crockett explained the temporaries do not include capital improvement projects. The Committee discussed projects and purchases they would like to see planned for 2022 and how much should be appropriated for the permanent appropriations. It was decided to appropriate 250K from the street levy and 50K from the general for repaving of streets. It was discussed that a new cruiser is planned to be purchased in 2023 not 2022 to maintain the two-year rotation of police vehicles. 125K to be appropriated out of permissive and highway funds for the streetlight at Route 42 and North Street. There is an additional 125K Warren County holds for the Village that can also be used for this project. 80K will need to be appropriated to the storm sewer fund for drainage projects and catch basins repairs. 40K for the water capital fund for the purchase of a new pickup truck. The Committee also stated that 150K out of general would need to be appropriated for the new lampposts on Main Street. Staff will need to research and see if the Village qualified for the OPWC Grant for 2022 and if so, that amount will need to be appropriated.
4. The Committee discussed the request from the Village Manager to fund a message board in front of the Government Center. Ms. Morley stated that there is not really a current sign for the Government Center. The Committee liked the idea of the sign but expressed concern over the price of the electronic sign and questioned how many residents would even see the sign. Ms. Morley stated that there was money from the CARES Act that still needed to be used and this project qualified. The Committee decided to speak with Chief Copeland to see if he could find an alternative that would not be as expensive.
5. Mrs. Miller made a motion to adjourn at 5:41 p.m. and was seconded by Mr. Blankenship. All were in favor.

Council Report

December 20, 2021

Chief Copeland

Manager

- I have spoken with State Representative Scott Lipps about the traffic light request on StRt 42 at the North Street intersection. I provided him with a copy of the revised traffic study that I received on December 10th. Mr. Lipps stated that he will be speaking with the County Engineer to see if we can get additional support before we meet with the representative from the Ohio Department of Transportation. We are going to get together to formulate a plan after the holidays.
- We decided to contract with One Stop Signs for the Government Center message board. The total for the electronic message board is \$40,00.00. The board will be capable of communicating waterline breaks, boil advisories, water billing and anything else pertaining to water projects or EPA notices. In addition, it will be useful to communicate Village meetings, special events, AMBER alerts, and public notices. The cost is broken down into three parts. We will use \$14,000.00 from CARES grant money that we received and it must be spent by December 31st. We will use \$15,000.00 from water funds, because it will be used to communicate water issues. That leaves a balance of \$11,000.00 to come out of the general fund. This project will take between 6 and 12 weeks to complete.
- DugRite Excavating has been working on the Franklin Street sidewalk project since November 29th. The project is about 80% completed and they are planning to finish it this calendar year. When the sidewalk portion is completed they will begin to install the ADA approved handicap ramps at the street crosswalks and cutting through driveways to pour. We have been receiving a lot of positive responses from the community for this project.



- I provided a thank you letter of behalf of the Village Council, Staff, and Village Manager to the businesses listed below for their contribution to the Village Employee Christmas party. Their donations made it possible for us to have a successful and enjoyable event. In addition, I would like to thank the Village Council for their participation and contribution to the holiday festivities.
 - *Groceryland*
 - *Village Family Restaurant*
 - *Acapulco*

- Chamber's Christmas in the Village was on Friday, December 3rd and Saturday, December 4th and was a great success. Merchants advised me that there were a lot of people in attendance during the candle lighting later in the evening.



- On December 10th Mayor Isaacs and Chief Copeland presented an award on behalf of the Village Council and staff to Susan Johnson for over 10 years of outstanding service as an employee with the Village Government Center. The dedication and professionalism she has brought to our daily operations has been very valuable and appreciated.

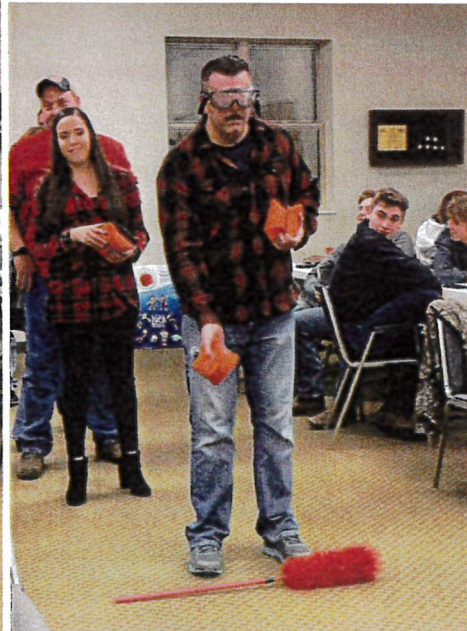
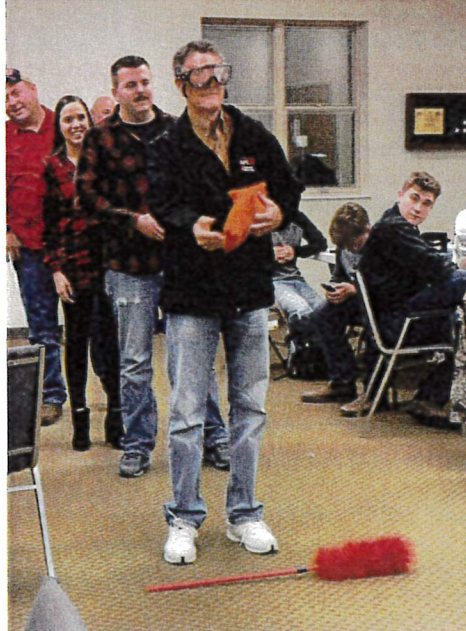


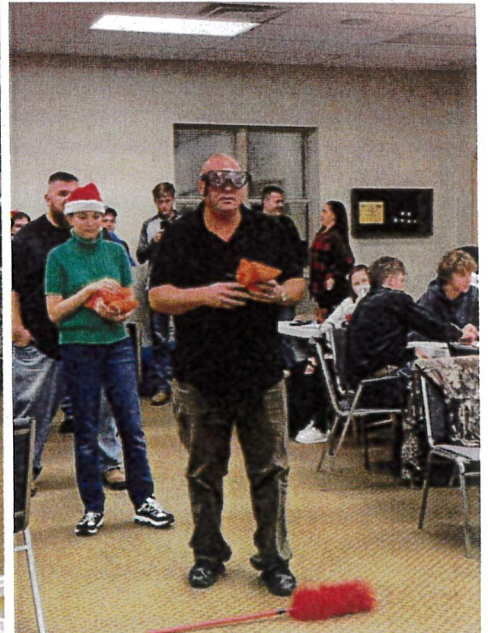
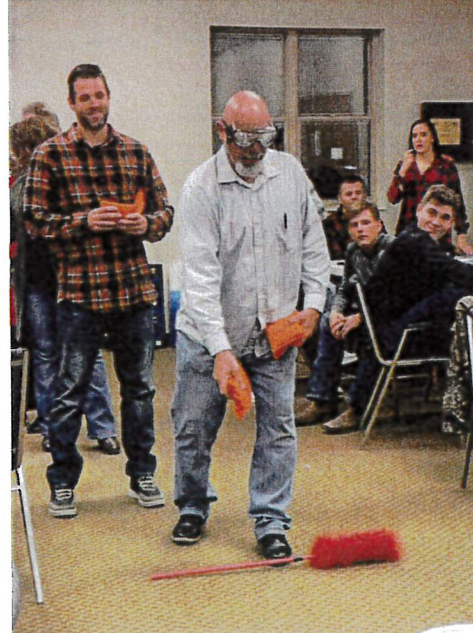
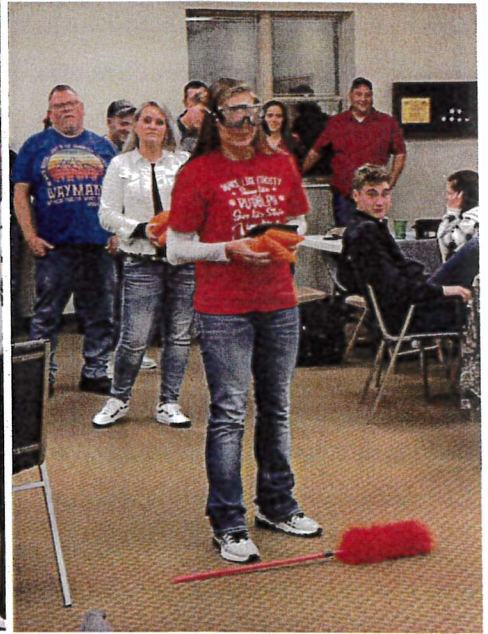
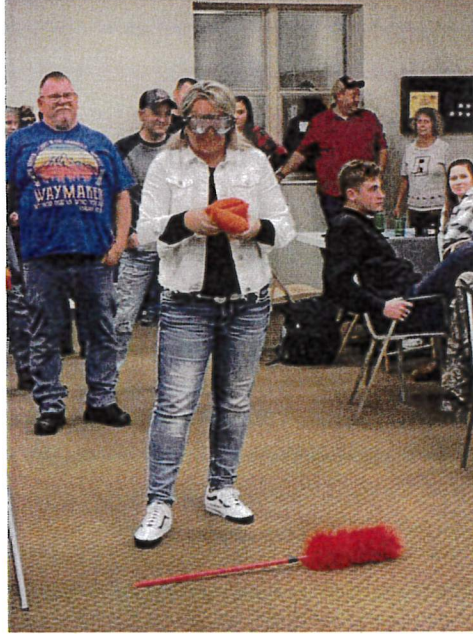
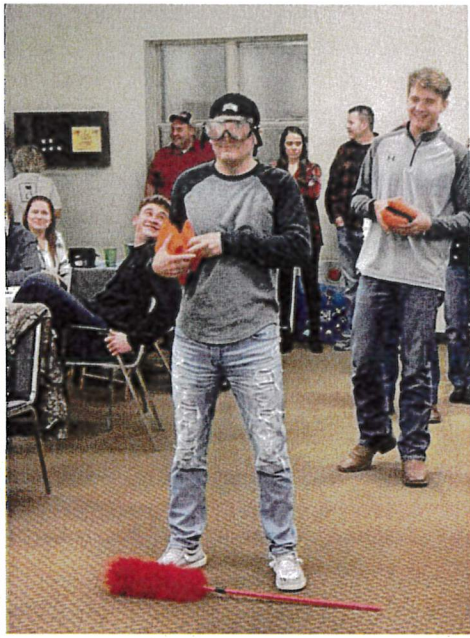
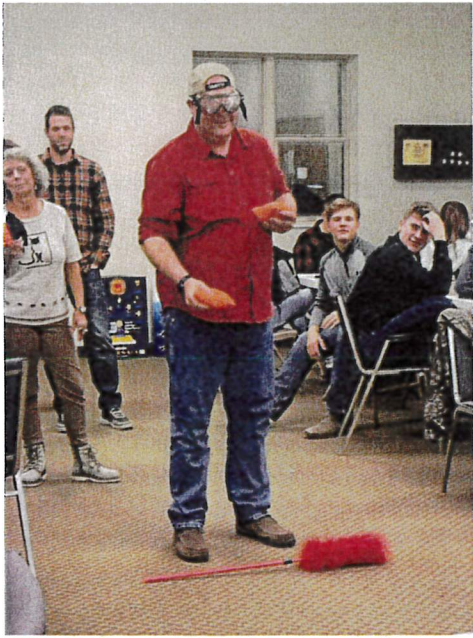
- I have provided a few updated photos of the Performing Arts building at the school for your review.



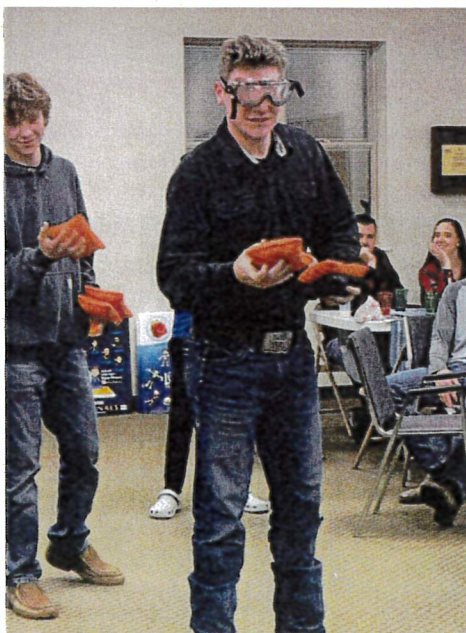
- I am providing contacts for the committee reviewing the Main Street light project. Jerry Brooks (937) 672-3068 or Rick Hill (513) 324-7333 of BR Lighting. They are interested in attending a meeting to discuss options and prices for new Main Street lights.
- I have provided photos of the Village employee Christmas Party for your review. The staff had a great time and appreciated the great turnout and fun filled events through the evening.

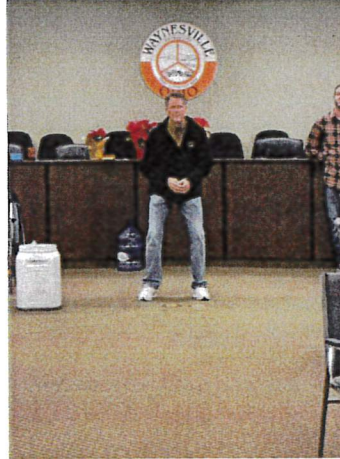
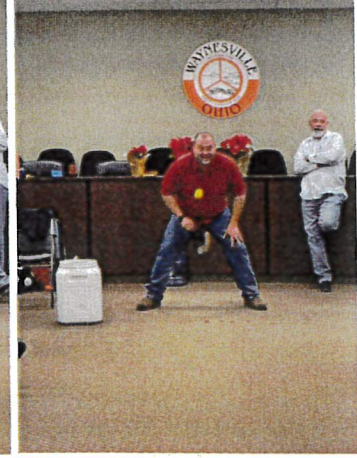
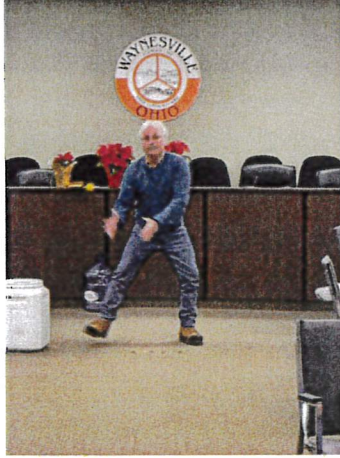














- Wessler has been working on the Village water model and obtaining a lot of information from Nelson.
- I respectfully ask that Council Members please provide personal biographies for the new website which is due by December 22nd.

Police

- The police department took precautionary measures regarding a social media national threat scheduled for December 17th. A plan was put in place with the School Resource Officer and extra patrol with the on-duty road officer. The day closed out with no incidents to report.

Waynesville...

Police Department

Gary Copeland
Chief of Police

1400 Lytle Road
Waynesville, Ohio 45068
Phone: 513-897-8010
Fax: 513-897-2025
Dispatch: 513-695-2525
www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

December 16, 2021

Groceryland
60 South Marvins Lane
Waynesville, Ohio 45068

Dear Ravindra Patel,

On behalf of the Village Council, Waynesville Police Department and myself, I would like to thank you for the generous donation of 100 pieces of delicious chicken provided for the Waynesville Village Staff Christmas party. Your contribution affords us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your business for the continued dedication and commitment to the community.

Sincerely,



Chief G.L. Copeland

Waynesville...

Police Department

Gary Copeland
Chief of Police

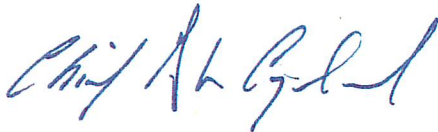
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December 16, 2021

Acapulco Mexican Restaurant
916 Columbus Ave.
Lebanon, Ohio 45036

On behalf of the Village Council, Waynesville Police Department and myself, I would like to thank Acapulco Mexican Restaurant for the generous donation of two gift cards for thirty five dollars towards the Waynesville Village Staff Christmas party. Your contribution afforded us the opportunity to have a successful Christmas party for our employees. I am confident that the Warren County would not be as great of a place to live, work and visit without businesses like yours supporting and investing in local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the surrounding communities.

Sincerely,



Chief G.L. Copeland

Waynesville...

Police Department

Gary Copeland
Chief of Police

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Waynesville, Ohio 45068
Phone: 513-897-8010
Fax: 513-897-2025
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www.waynesville-ohio.org
gcopeland@waynesville-ohio.org

December 16, 2021

Eric Godlove and Mark Reese
GFR Holdings, LLC
6077 Farhills Ave. #207
Dayton, Ohio 45459

Dear Mr. Godlove and Mr. Reese,

On behalf of the Village Council, Waynesville Police Department and myself, I would like to thank you and McDonald's for the generous donation of one hundred dollars (10 x \$10 gift cards) towards the Waynesville Village Staff Christmas party. Your contribution every year afforded us the opportunity to have a successful Christmas party for our employees. I am confident that the Village of Waynesville would not be as great of a place to live, work and visit without people like you supporting and investing in our local government. I would like to extend my gratitude to you and your organization for your continued dedication and commitment to the community.

Sincerely,



Chief G.L. Copeland