



COUNCIL AGENDA

Monday, August 16, 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
August 2, 2021 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed each speaker unless more time is requested and approved by a majority of council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

RESOLUTION NO. 2021-034

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY

ORDINANCE 2021-035

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS AND ESTABLISHING LCNB NATIONAL BANK AS A DEPOSITORY FOR ACTIVE AND INTERIM/INACTIVE FUNDS

ORDINANCE NO. 2021-036

AN ORDINANCE AUTHORIZING THE DISPOSAL OF OBSOLETE, UNNEEDED AND UNFIT FOR PUBLIC USE PERSONAL PROPERTY PURSUANT TO R.C. 721.15

ORDINANCE NO. 2021-037

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED \$17,945 FOR STORM DRAIN REPAIR AT THE CORNER OF NORTH MAIN AND FRANKLIN AND DECLARING AN EMERGENCY

ORDINANCE NO. 2021-038

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH T AND T COCRETE IN AN AMOUNT NOT TO EXCEED \$23,500 FOR CONCRETE FLOOR LABOR AND MATERIALS FOR THE VILLAGE MAINTENANCE BUILDING AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE 2021-032

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTACT WITH WESTERN OHIO SALES, BEST EQUIPMENT COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE PURCHASE OF A REFURBISHED JOHN DEERE DIESEL 100 HP LEAF VACUUM

Tabled:

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

September 7, 2021 at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee Meeting, September 7, 2021 @ 6:00 p.m.
Finance Meeting, August 19, 2021 @ 5:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
August 2, 2021 at 7:00 pm**

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

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, August 2, 2021.

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

Roll Call – 6 present

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

Motion – Gallagher
Second – Dedden

Roll Call – 6 yeas

Mayor Acknowledgements

Met with State Representative, Scott Lipps, at the Warren County Municipal League held at Stonehouse Tavern. We discussed the possibility of getting a stop light at the intersection of North Street and State Route 42. However, the Village is still waiting on the traffic light study.

Disposition of Previous Minutes

Mr. Lauffer made a motion to approve the minutes for the Council meeting on July 19, 2021 as written and Mrs. Miller seconded the motion.

Motion – Lauffer
Second – Miller

Roll Call – 6 yeas

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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 Thursday August 19, 2021 at 5:00 p.m. in the small conference room at the Government Center. The public is encouraged to attend. The last meeting was a small training session led by the Finance Director and was very helpful and informative.

Public Works Report

Public Works met this evening. Staff is doing a great job keeping the Village operating well. The public is encouraged to attend and ask any questions about ongoing projects throughout the Village.

Special Committee Report

None

Village Manager Report

- Provided photos of the stone removal at the intersection of Route 73 and 42. ODOT placed these rocks there to fill holes, however due to the dangers the rocks pose to motorcyclist the Street Department removed the stone and replaced with asphalt.
- Ordinance tonight to purchase a 100-horsepower diesel John Deere leaf vacuum. This is a reconditioned machine and will meet the requirements of the Street Department. Plan on having an ordinance to surplus the old leaf vacuum at the next meeting.
- Collecting quotes to lay a cement floor in the cold barn. This will help prolong the life of equipment and help keep destructive pests away. Provided one quote and plan to provide two more.

- Ordinance tonight to crack seal, seal, and restripe the government building parking lot. This is preventative maintenance and will provide a more uniform appearance.
- Provided additional information on the request to place a Hamm radio antenna on the Ferry tower. Spoke with Mr. Elliott and Mr. Kindal. Both recommended denying the request because of liability issues and stated the antenna will not provide the Village with additional emergency communication support.
- Provided updated photographs of the storage addition to the garage at the Friends Museum garage.
- Supplied updated pictures of the GIS mapping of the water system.
- Provided copies of the rankings for the Village's OPWC grant applications.
- Ordinance tonight to recognize Juneteenth as an official holiday for the Village.
- Andrea Hand, member of the Planning Commission, has moved out of town and submitted her resignation as she is no longer eligible. Asking Council to accept her resignation.

Police Report

- July's Mayor's Court and Calls for service will be provided in the next report.
- Copy of Sgt. Denlinger's code enforcement report has been provided.
- Provided a copy of a check from insurance company for the recoupment of costs for repairing guard rails.
- Sent a thank you note to Ms. Diekmeyer for providing gift cards to police officers.
- Officer Mermann is currently attending taser training to become a certified instructor. This will allow him to teach and certify all the officers to carry a taser.
- Provided a thank you note from RMHC of Dayton.
- Copy of the Special Duty Agreement for the Sauerkraut Festival with the Chamber has been provided.
- Ordinance to approve the contract for the SRO with Wayne Local Schools is on tonight's agenda. The only changes are a yearly pay increase and a clause in the event of a pandemic and school is closed, the school can release the SRO and the Village will be responsible for the officer's pay.

Ms. Dedden asked if the Code Enforcement Officer would make sure the big white truck with a trailer attached on Ellis Drive is moving. Chief Copeland stated that the truck is moved daily and used for very, early deliveries. Mr. Lauffer concurred with Chief and assured Ms. Dedden the truck is driven daily.

Financial Director Report

None

Law Report

None

New Business

Mr. Gallagher expressed his wish to be able to support placing an antenna at Ferry Tower but stated the liability and risk are too great. He also stated the Public Works Committee recommends the purchase of the John Deere Leaf Vacuum over other options and feel it is the best fit for the Village. Furthermore, the Committee discussed laying the concrete floor in the cold barn and are in support of this project.

Ms. Dedden made a motion to not allow a Hamm radio antenna to be installed on Ferry Tower and Mrs. Miller seconded the motion.

Motion – Dedden
Second – Miller

Roll Call – 6 yeas

Ms. Dedden made a motion to accept the resignation of Andrea Hand from Planning Commission and advertise for the open position. Mr. Gallagher seconded the motion.

Motion – Dedden
Second – Gallagher

Roll Call – 6 yeas

At this time Council instructed Ms. Morley to advertise the open on Planning Commission and asked that applications be received before the first meeting in September 2021.

Legislation

First Reading of Ordinances and Resolutions

Ordinance 2021-030

An Ordinance Amending the Village of Waynesville Personnel Policy Manual Regarding Observed Holidays and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading of Ordinance 2021-030 and was seconded by Mr. Blankenship.

Motion – Dedden
Second – Blankenship

Roll Call – 6 yeas

Mrs. Miller made a motion to adopt Ordinance 2021-030 and was seconded by Mr. Blankenship.

Motion – Miller
Second – Blankenship

Roll Call – 6 yeas

Ordinance 2021-031

Authorizing the Village Manager to Enter into a Contract with Collett Services in an Amount not to Exceed \$4339 for Paving Services at the Municipal Building Property and Declaring an Emergency

Mr. Lauffer made a motion to waive the two-reading for Ordinance 2021-031 and was seconded by Mrs. Miller.

Motion – Lauffer
Second – Miller

Roll Call – 6 yeas

Ms. Dedden made a motion to adopt Ordinance 2021-031 and was seconded by Mr. Gallagher.

Motion – Dedden
Second – Gallagher

Roll Call – 6 yeas

Ordinance 2021-032

Authorizing the Village Manager to Enter into a Contact with Western Ohio Sales, Best Equipment Company, Inc. in an Amount not to Exceed \$40,000 for the Purchase of a Refurbished John Deere Diesel 100 HP Leaf Vacuum

Mr. Blankenship made a motion to have the first reading of Ordinance 2021-032 and was seconded by Mr. Gallagher.

Motion – Blankenship
Second – Gallagher

Roll Call – 6 yeas

Mr. Gallagher added that he feels this is an expense supported by the public due to reactions of residents in the past when the old leaf vac was broken. He believes leaf pick-up is a popular service offered by the Village and encouraged residents to attend Public Works meetings to ask questions or voice concerns. Mr. Blankenship also said that the Village now has the proper storage to keep the equipment safe and in good running condition.

Ordinance No. 2021-033

Authorizing the Village Manager to Enter into School Resource Officer Agreements with the Board of Education of the Wayne Local School District and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading of Ordinance 2021-033 and was seconded by Mr. Gallagher.

Motion – Dedden
Second – Gallagher

Roll Call – 6 yeas

Mr. Blankenship made a motion to adopt Ordinance 2021-033 and was seconded by Mr. Gallagher.

Motion – Blankenship
Second – Gallagher

Roll Call – 6 yeas

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor to adjourn at 7:32 pm.

Date: _____

Jamie Morley, Clerk of Council

RESOLUTION NO. 2021-034

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY

AN EMERGENCY RESOLUTION AUTHORIZING the Village Manager to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the Village of Waynesville, Ohio (herein “Municipality”) is a municipal corporation formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the Village of Waynesville has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Village Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as

well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the "Settling Distributors") to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, Waynesville Village Council wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the "Proposed Settlement"):

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF WAYNESVILLE, OHIO, _____ members elected thereto concurring.

Section 1. That the Village Manager of the Village of Waynesville is authorized to accept the Proposed Settlement on behalf of the Village of Waynesville, pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the Village of Waynesville and shall be effective immediately upon its adoption. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Passed _____

Attest:

Clerk of Council

Mayor

OneOhio Subdivision Participation Form

Governmental Entity: Village of Waynesville	State: Ohio
Authorized Official: Gary L. Copeland	
Address 1: 1400 Lytle Road	
Address 2:	
City, State, Zip: Waynesville, OH 45068	
Phone: 513-897-8015	
Email: gcopeland@waynesville-ohio.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement dated July 21, 2021 ("*National Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the material terms of the National Settlement Agreement Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the final OneOhio Memorandum of Understanding dated July 28, 2021.
2. The Governmental Entity's election to participate is specifically conditioned on participation by 95% or more of the Litigating Subdivisions in Ohio. Should less than 95% of the Litigating Subdivisions in Ohio participate, this election shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
4. The Governmental Entity agrees to the material terms of the National Distributor Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the material terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the material terms of the National Distributor Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the Madison County Court of Common Pleas where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the material terms of the National Distributor Settlement Agreement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
8. The Governmental Entity has the right to enforce the material terms of the National Distributor Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the material terms of the National Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the material terms of the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The material terms of National Distributor Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the material terms of the National Distributor Settlement.
11. In connection with the releases provided for in the material terms of the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by

him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the material terms of the National Distributor Settlement.

12. Nothing herein is intended to modify in any way the terms of the material terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level. If the National Settlement becomes effective by July 1, 2022 its terms will supersede the terms of the Ohio Settlement Agreement and will control with regard to all provisions except for Dismissal of Claims as set forth in the Ohio Settlement Agreement. If it is not effective by July 1, 2022, the Ohio Specific Distributor Settlement will control. To the extent this Participation Form is interpreted differently from the Ohio Specific Distributor Settlement in any respect, the Ohio Specific Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity and have been afforded the opportunity to review this matter with counsel.

Signature: _____

Name: Gary L. Copeland

Title: Village Manager

Date: _____

EXHIBIT 1

OneOhio Summary of Proposed Settlement with AmerisourceBergen, Cardinal Health and McKesson

A settlement proposal is being presented to you for your consideration concerning the opioid litigation with AmerisourceBergen, Cardinal Health and McKesson (the Distributors). The settlement is being offered by the Distributors for resolution of governmental entity claims in the State of Ohio. The proposal utilizes the structure of the OneOhio agreement between the State of Ohio and its subdivisions, subject to one modification discussed below

Under the proposal, the Distributors will pay up to an estimated \$804,865,429 to the State of Ohio and its subdivisions over 18 years. Under the OneOhio agreement, these funds will be distributed according to the following allocation: 15% directly to the State of Ohio; 30% directly to subdivisions; and 55% to the OneOhio Foundation (to be utilized for the benefit of the subdivisions across the State of Ohio). Most of the money will be restricted in use and specifically earmarked for abatement of the Opioid Epidemic. Developed in consultation with the nation's leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that the state and its subdivisions can decide what will serve their communities.

Participation levels (the percentage of Ohio cities and counties who agree to the deal) will affect how much money the State of Ohio and its subdivisions will receive. About 45% of abatement funds are in the form of "incentive payments" which provide incentives for higher levels of participation. With the goal of getting funds to the community as fast as possible, if 95% participation is reached, abatement funds will begin flowing to the State of Ohio and its subdivisions as early as this year. Portions of the annual payment to each state may be subject to "suspension" (i.e., placed in escrow) in the event primary subdivisions bring or expand litigation against the distributors past specified suspension deadlines.

Because 45% of the funds are paid in the form of incentive payments, in order for the State of Ohio and its subdivisions to maximize recovery under the proposed settlement, it is critical that participation meets or exceeds 95%. The following is a summary of the base payment and incentive structure:

- Once a state agrees to participate, it is eligible to receive 55% of the funds as a "base payment."
- The remaining 45% can be obtained through a combination of "incentive payments."
- "Incentive A" is up to 40% of the remaining funds. Incentive A is paid if the State of Ohio enacts legislation to release all pending claims and prohibit subdivisions who have not brought claims from bringing them in the future. To allow time for the State to enact legislation, Incentive A will be paid in the first two payments, regardless of whether the legislation has been passed. Any overpayment in year one and two will offset future

payment. If Incentive A is not achieved, the State of Ohio can obtain the same amount of funds through Incentives B and C. Incentives B and C are alternatives to Incentive A.

- “Incentive B” is up to 25% off the remaining funds. Incentive B is paid on a sliding scale depending on the population of Litigating Subdivisions that are Participating Subdivisions compared to total population of all Litigating Subdivisions in the State. Must have at least 85% to get any share of Incentive B.
- “Incentive C” is up to 15% of the remaining funds. Incentive C is paid on a sliding scale depending on the population of Litigating Subdivisions and of Non Litigating Subdivisions that have a population over 30,000 that are Participating Subdivisions compared to the total population of all Litigating Subdivisions and of all Non Litigating Subdivisions with a population over 30,000 in the state. Must have at least 60% to get any share of Incentive C.
- “Incentive D” is 5% of the remaining funds. Incentive D is paid at the end of 5 years if the State of Ohio has had no later Litigating Subdivisions bring suit and proceed past preliminary motions in the prior 5 years.

To reach an agreement with the Distributors, our short-term goal is to have 95% of Litigating Subdivisions participate. If the 95% threshold is achieved, the floor for Ohio recovery is 70% of the estimated \$804,865,429.

Regardless of the participation level, Distributors will make the first two years’ payments at 95% of the estimated \$804,865,429, with adjustments occurring in year 3 and beyond.

During the two period, our goal is to either achieve Incentive A or Incentives B & C, for a continued 95% payout.

The settlement is only open to governmental entities. Claims brought on behalf of private individuals and businesses (including third-party payers like health and welfare funds and insurers) are not included (and are not released), although individuals, businesses and payers will benefit from the Opioid Remediation funding and injunctive relief provided in the settlements.

In an effort to reduce attorney fees for the subdivisions and potentially increase recovery to the Foundation, attorneys for the subdivisions have agreed to amend OneOhio such that any attorney fees paid by the Distributors for contingency contracts and funding of the Local Government Fee Fund (“LGFF”) from OneOhio will be used to satisfy contingency contracts. Previously OneOhio called for 60% of the LGFF to be utilized for common benefit assessment in the national litigation. By utilizing 100% the LGFF for the contingency fees, there becomes a greater likelihood that the LGFF will have a surplus, which, would revert to the Foundation for the benefit of all subdivisions. Any attorney or law firm receiving fees through this settlement would have their contingency fees capped at no more than a 25% and be required to waive enforcement against their client of any amounts owed in excess of fees recovered through the LGFF.

In addition to money to be used for abatement of the effects of the Opioid epidemic, the settlement provides robust injunctive relief that will require the Distributors make significant changes in the way they conduct their business. Among other changes, the Distributors must follow substantially increased and improved measures to identify suspicious orders and pharmacy customers, under the oversight of an independent third-party monitor. The Distributors each must begin using a clearinghouse that accounts not only for their own opioid shipments, but the shipments of the other distributors. This enables, for the first time, a truer picture of overall opioids distribution and requires drug distributors to alter their shipments based on the shipments by others. This clearinghouse will use the Distributors' collective data to establish pharmacy-specific opioid shipment limits that each Distributor must follow.

Finally, we ask that you review "Allocations to Ohio Municipalities" (Exhibit 5) to understand the amount of money your subdivision would receive as their direct 30% share through this proposal. Attorneys fees have already been deducted in Exhibit 5. You will note that there are two numbers listed as direct payment allocations. The lower number is the amount your subdivision is estimated to recover if we reach the short-term threshold of 95% of Litigating Subdivisions participating. This will result in a 70% payout. The higher number represents the amount your subdivision is estimated to recover if we meet Incentive A or the 100% participation level. You will also note two numbers under the heading "Foundation Regional Total" at both 70% and 100% allocation payouts. These numbers represent the total allocation to your region.

The following is an example of Region 2 at 100% allocation:

City of Cincinnati – Direct Allocation	\$3,872,795.76
Hamilton County – Direct Allocation	\$11,796,568.08
Other subdivisions in Hamilton County – Direct Allocation	\$3,219,273.16
Cincinnati / Hamilton Region 2 – Foundation Allocation	\$36,396,145.01
Total to Cincinnati / Hamilton Region 2:	\$55,284,782.01

ORDINANCE 2021-035

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS AND ESTABLISHING LCNB NATIONAL BANK AS A DEPOSITORY FOR ACTIVE AND INTERIM/INACTIVE FUNDS

WHEREAS, the Village is required to designate a bank as a depository for all active and interim/inactive funds; and

WHEREAS, LCNB National Bank is currently such a depository and is willing to continue in that capacity; and

WHEREAS, the Finance Director has determined that LCNB National Bank is a proper depository for said required funds.

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

SECTION 1: That the Village Manager is hereby authorized to enter into a Memorandum Of Agreement For Deposit Of Public Funds, substantially in the form of the agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That the Finance Director is authorized make deposits pursuant to the terms of said agreement and to take all other actions consistent with the terms thereof.

SECTION 3: That this Ordinance shall be in effect from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor



July 15, 2021

Village of Waynesville
Finance Director
1400 Lytle Road
Waynesville, OH 45068-8482

RE: LCNB Accounts

Dear Kitty Crockett:

LCNB National Bank appreciates having you as a customer. Your Depository Agreement comes due August 22, 2021. Enclosed are the signed Application for Deposit and Memorandum of Agreement for the next five years. Should we receive the approval, please have the agreement properly executed and return one copy to us.

The cost of services has remained the same over the last 5-year term. Due to the current economic environment, our Public Fund accounts have been reviewed and our pricing has been adjusted accordingly. You will see two sets of fees on the statement analysis. The column titled Cost Per Unit is what we charge our new Public Entities. Since you have banked with us for so long and we value our relationship, we will continue to provide a discount of the cost of services and will offer the New Special Pricing as shown in the second column. We will also continue to waive the annual fee for the Safe Deposit Box. The General Account will continue earn interest at a variable rate set by our pricing committee. This committee meets weekly.

LCNB is always looking into ways in order to better serve our Public Entities. In addition to your ACH Origination service, our Treasury Management Department offers several additional beneficial services that will not only protect the Village against Fraud, but also provide more efficient ways in order to conduct day to day business. We would love the opportunity to discuss with you in more detail. If interested in more information, please contact our Treasury Management Department or your local office. We are also excited to announce that our new Business Banking Application and Treasury Management Agreement are ready, and we will be in touch soon to review.

Please make sure that you are regularly logging into your Ohio Pooled Pledge Account. This site provides information regarding your account, and also your resource in obtaining your quarterly statements. Their website address is <https://opcs.ohio.gov>.

We appreciate your business and look forward to serving you in the future. At any time if you have any questions, please feel free to contact me or Tricia Hogan at your local office and we will be happy to talk to you.

Sincerely,
LCNB National Bank

A handwritten signature in black ink that reads "Ann M. Smith".

Ann M Smith
Senior Vice President



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To: The Village Council
Village of Waynesville
Warren County

LCNB National Bank which is located and doing business through an office in Waynesville, Ohio Warren County hereby applies to be designated as a depository for Active and Interim/ or Inactive Funds belonging to Village of Waynesville from August 22, 2021 to August 22, 2026.

The total amount applied for as specified below will be \$10,000,000.00 which amount, in addition to those public funds held under Sections 135.31 through 135.40 of the Ohio Revised Code is not in excess of thirty percent (30%) of its assets \$1,818,321,000.00 as revealed by the financial statements attached hereto.

The maximum amount of public monies which the applicant desires to receive and have on deposit as active funds at any one time during the period covered by this offer is \$6,000,000.00.

The maximum amount of such public monies which the applicant desires to receive and have on hand as interim deposits at any one time during the period covered by this offer is a total of \$2,000,000.00 which will be held as enumerated below:

Funds will be held for maturities as requested, at Market rates of interest to be quoted at times of deposit.

The maximum amount of public deposits which applicant desires to receive and have on deposit as inactive funds at any one time during the period covered by this offer is \$2,000,000.00 which will be held as enumerated below:

Funds will be held for maturities as requested, at Market rates of interest to be quoted at times of deposit.

For interim and inactive deposits, the bank will issue Certificates of Deposits during the period of designation in the amount desired. Interest will be payable at the maturity thereof, or at the time of withdrawal prior thereto. Interest rates are subject to change from time to time. Current interest rate quotations should be obtained from the bank during normal business hours.

This application is accompanied by the required financial statement of the applicant under the oath of its President/CEO and in such detail to show the assets and the capital funds of the applicant as of the date of its latest report to the Comptroller of the Currency adjusted to show any changes therein made after the report, but prior to the date of this application.

LCNB, if subsequently designated as a depository will comply in all respects with the law, regulations and rules of Ohio and United States relative to the deposits of such funds and will furnish, at the bank's option, security for funds provided under either Section 135.18 or 135.182. The bank may choose to secure public funds deposits with an approved line of credit but will do so only after executing an additional agreement with the depositor.

LCNB National Bank



Lawrence P. Mulligan Jr
COO/EVP

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between LCNB National Bank, a National bank located and doing business in Warren County through an office in Waynesville, Ohio; whereby the Village of Waynesville accepts the bank's offer to serve as public depository during the period of August 22, 2021 to August 22, 2026 inclusive.

Therefore, under this agreement the sub-division will appoint LCNB National Bank as its depository and will deposit funds as enumerated below:

- a) Village of Waynesville will deposit active funds and the bank will accept a maximum of \$6,000,000.00 or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee, as enumerated under Section 135.16 of the Ohio Revised Code.
- b) Village of Waynesville will deposit and the bank will accept as interim deposits a maximum of \$2,000,000.00 or any part thereof. The bank will issue Certificates of Deposits during the period of designation in the amount desired. Funds will be held for maturities as requested, at Market rates of interest to be quoted at times of deposit.
- c) Village of Waynesville will deposit and bank will accept as inactive deposits a maximum of \$2,000,000.00 or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount deposited. Funds will be held for maturities as requested, at Market rates of interest to be quoted at time of deposit.

For both interim and inactive deposits, the interest payable on Certificates of Deposits will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for both interim and inactive deposits, the interest rates are subject to change from time to time. While the information contained in this agreement represents current interest rates, in the future, such quotation should be obtained from the bank during normal business hours. If a deposit is renewed, it shall carry the then prevailing interest rate at the time on that type of deposit.

The total amount thus awarded under this agreement totals \$10,000,000.00 which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.182 in an amount sufficient to meet the requirements of Chapter 135. It is understood that the bank may substitute securities held in the pooled pledge authorized by Section 135.182 as it chooses so long as the pool is adequate to secure the public funds on deposit.

The bank may choose to secure public funds deposits with an approved line of credit but will do so only after executing an additional agreement with the depositor.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause the agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the depositor's funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

Village of Waynesville

LCNB National Bank

By: _____

By: *[Signature]* EVP/COO

By: _____

By: *Rena M. Smith* SVP

(NOT FOR USE WITH COUNTY FUNDS)
FOR USE WITH ACTIVE DEPOSITS (R.C. 135.10)
INTERM DEPOSITS (R.C. 135.08 & .09)
INACTIVE DEPOSITS (R.C. 135.06 & 07)

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

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- a) Village of Waynesville will deposit active funds and the bank will accept a maximum of \$6,000,000.00 or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee, as enumerated under Section 135.16 of the Ohio Revised Code.
- b) Village of Waynesville will deposit and the bank will accept as interim deposits a maximum of \$2,000,000.00 or any part thereof. The bank will issue Certificates of Deposits during the period of designation in the amount desired. Funds will be held for maturities as requested, at Market rates of interest to be quoted at times of deposit.
- c) Village of Waynesville will deposit and bank will accept as inactive deposits a maximum of \$2,000,000.00 or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount deposited. Funds will be held for maturities as requested, at Market rates of interest to be quoted at time of deposit.

For both interim and inactive deposits, the interest payable on Certificates of Deposits will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for both interim and inactive deposits, the interest rates are subject to change from time to time. While the information contained in this agreement represents current interest rates, in the future, such quotation should be obtained from the bank during normal business hours. If a deposit is renewed, it shall carry the then prevailing interest rate at the time on that type of deposit.

The total amount thus awarded under this agreement totals \$10,000,000.00 which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.182 in an amount sufficient to meet the requirements of Chapter 135. It is understood that the bank may substitute securities held in the pooled pledge authorized by Section 135.182 as it chooses so long as the pool is adequate to secure the public funds on deposit.

The bank may choose to secure public funds deposits with an approved line of credit but will do so only after executing an additional agreement with the depositor.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause the agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the depositor's funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

Village of Waynesville

LCNB National Bank

By: _____

By: *[Signature]* EVP/COO

By: _____

By: *[Signature]* SVP

(NOT FOR USE WITH COUNTY FUNDS)
FOR USE WITH ACTIVE DEPOSITS (R.C. 135.10)
INTERM DEPOSITS (R.C. 135.08 & .09)
INACTIVE DEPOSITS (R.C. 135.06 & 07)

LCNB CORP. AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS

(Dollars in thousands)

	March 31, 2021 (Unaudited)	December 31, 2020
ASSETS:		
Cash and due from banks	\$ 18,201	17,383
Interest-bearing demand deposits	22,943	14,347
Total cash and cash equivalents	41,144	31,730
Investment securities:		
Equity securities with a readily determinable fair value, at fair value	2,506	2,389
Equity securities without a readily determinable fair value, at cost	2,099	2,099
Debt securities, available-for-sale, at fair value	237,619	209,471
Debt securities, held-to-maturity, at cost	24,695	24,810
Federal Reserve Bank stock, at cost	4,652	4,652
Federal Home Loan Bank stock, at cost	5,203	5,203
Loans, net	1,329,422	1,293,693
Premises and equipment, net	35,243	35,376
Operating leases right of use asset	6,865	6,274
Goodwill	59,221	59,221
Core deposit and other intangibles	3,108	3,453
Bank owned life insurance	42,416	42,149
Interest receivable	8,665	8,337
Other assets	15,463	17,027
TOTAL ASSETS	\$ 1,818,321	1,745,884
LIABILITIES:		
Deposits:		
Noninterest-bearing	\$ 475,127	455,073
Interest-bearing	1,061,989	1,000,350
Total deposits	1,537,116	1,455,423
Long-term debt	17,000	22,000
Operating lease liabilities	6,998	6,371
Accrued interest and other liabilities	17,961	21,265
TOTAL LIABILITIES	1,579,075	1,505,059
COMMITMENTS AND CONTINGENT LIABILITIES		
SHAREHOLDERS' EQUITY:		
Preferred shares – no par value, authorized 1,000,000 shares, none outstanding	—	—
Common shares – no par value, authorized 19,000,000 shares; issued 14,196,008 and 14,163,904 shares at March 31, 2021 and December 31, 2020, respectively; outstanding 12,820,108 and 12,858,325 shares at March 31, 2021 and December 31, 2020, respectively	142,639	142,443
Retained earnings	117,863	115,058
Treasury shares at cost, 1,375,900 and 1,305,579 shares at March 31, 2021 and December 31, 2020, respectively	(21,859)	(20,719)
Accumulated other comprehensive income, net of taxes	603	4,043
TOTAL SHAREHOLDERS' EQUITY	239,246	240,825
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 1,818,321	1,745,884

Village of Waynesville

General Public Fund NOW! Account xx4013

\$50,000.00

-----ACTIVITY DESCRIPTION -----	NUMBER OF UNITS	COST PER UNIT	TOTAL COST	NEW SPECIAL PRICING	TOTAL COST
Monthly Maintenance Fee	1	10.0000	\$10.00	10.0000	\$10.00
Chargeback Fee	2	10.0000	\$20.00	5.0000	\$10.00
Deposited Items	896	0.1500	\$134.40	0.1300	\$116.48
Checks Paid	82	0.1500	\$12.30	0.1300	\$10.66
ACH Credits	44	0.1200	\$5.28	0.1100	\$4.84
ACH Debits	18	0.1200	\$2.16	0.1100	\$1.98
Stop Payment	0	35.0000	\$0.00	10.0000	\$0.00
Wire - Incoming	0	10.0000	\$0.00	5.0000	\$0.00
Wire - Outgoing	0	25.0000	\$0.00	15.0000	\$0.00
Sweep Account Set Up	0	100.0000	\$0.00	100.0000	\$0.00
Paper Statement Mailed *eStatement Free	0	5.0000	\$0.00	5.0000	\$0.00
2 Signature Required Fee	0	10.0000	\$0.00	10.0000	\$0.00
CHARGED AT OCCURENCE					
Non Sufficient Funds	0	35.0000	\$0.00	35.0000	\$0.00
Deposit Tickets & Checks **Purchase at Cost					
TREASURY MANAGEMENT					
ACH Origination Base Fee	1	25.0000	\$25.00	25.0000	\$25.00
ACH Transaction Fee	491	0.1000	\$49.10	0.1000	\$49.10
ACH Returns		8.0000	\$0.00	8.0000	\$0.00
Notice of Change		1.0000	\$0.00	1.0000	\$0.00
Positive Pay - Check and/or ACH		15.0000	\$0.00	15.0000	\$0.00
Positive Pay - Check Violation Fee		2.0000	\$0.00	2.0000	\$0.00
Wire Module		15.0000	\$0.00	15.0000	\$0.00
RED Monthly Fee		40.0000	\$0.00	40.0000	\$0.00
RED Per Item Processing Fee		0.1000	\$0.00	0.1000	\$0.00
RED Per Deposit Fee		0.3500	\$0.00	0.3500	\$0.00
RED Additional Account Fee		3.0000	\$0.00	3.0000	\$0.00
RED Additional Location Fee		25.0000	\$0.00	25.0000	\$0.00
Account Analysis Fee	1	30.0000	\$30.00	0.0000	\$0.00
TOTAL COST			\$288.24		\$228.06



Village of Waynesville
Mayors Court Public Fund Checking xx5541

ACTIVITY DESCRIPTION	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
PAPER STATEMENT MAILED (Electronic Free)	0	5.0000	\$0.00
MONTHLY MAINTENANCE (no min balance)	0	25.0000	\$0.00
RETURN DEPOSITED ITEMS	0	10.0000	\$0.00
DEPOSIT TICKETS	5	0.0000	\$0.00
ITEM COUNT (160 Free)			
DEPOSITED ITEMS	30		
CHECKS PAID	3		
TOTAL ITEM COUNT	<u>33</u>		
COST PER ITEM OVER 160	0	0.2000	\$0.00
CHARGED AT OCCURENCE			
STOP PAYMENTS	0	35.0000	\$0.00
NON SUFFICIENT FUNDS	0	35.0000	\$0.00
WIRE IN	0	10.0000	\$0.00
WIRE OUT	0	25.0000	\$0.00
CHECKS AND DEPOSIT SLIPS	AT COST		
TOTAL ACTIVITY CHARGE			<u>\$0.00</u>



Village of Waynesville
HRA Public Fund Checking xxxxx7623

ACTIVITY DESCRIPTION	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
PAPER STATEMENT MAILED (Electronic Free)	0	5.0000	\$0.00
MONTHLY MAINTENANCE (no min balance)	0	25.0000	\$0.00
RETURN DEPOSITED ITEMS	0	10.0000	\$0.00
DEPOSIT TICKETS	0	0.0000	\$0.00
ITEM COUNT (160 Free)			
DEPOSITED ITEMS	0		
CHECKS PAID	0		
TOTAL ITEM COUNT	<u>0</u>		
COST PER ITEM OVER 160	0	0.2000	\$0.00
CHARGED AT OCCURENCE			
STOP PAYMENTS	0	35.0000	\$0.00
NON SUFFICIENT FUNDS	0	35.0000	\$0.00
WIRE IN	0	10.0000	\$0.00
WIRE OUT	0	25.0000	\$0.00
CHECKS AND DEPOSIT SLIPS	AT COST		
TOTAL ACTIVITY CHARGE			<u>\$0.00</u>

ORDINANCE NO. 2021-036

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF OBSOLETE, UNNEEDED
AND UNFIT FOR PUBLIC USE PERSONAL PROPERTY
PURSUANT TO R.C. 721.15**

WHEREAS, it has been determined that it is the best interest of the Village of Waynesville to dispose of obsolete, unneeded, and unfit for public use personal property; and

WHEREAS, Section 721.15 of the Ohio Revised Code authorizes the sale of obsolete and unneeded and unfit for public use personal property; and

WHEREAS, the Village Manager reports that certain personal property is surplus property, being obsolete and unneeded.

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 dispose of the items identified on Exhibit "A," attached hereto and incorporated herein by reference, pursuant to R.C. 721.15. The Village Manager is further authorized to execute any and all documents necessary to complete said disposal.

Section 2. That in the event that no buyer is identified through the above authorized procedures, the Village Manager is further authorized to dispose of said property by discard or salvage.

Section 3. 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

Exhibit A

1989 Tarco "Big-T-Vac" Vacuum Leaf Loader

Model: TTL-A

ORDINANCE NO. 2021-037

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED \$17,945 FOR STORM DRAIN REPAIR AT THE CORNER OF NORTH MAIN AND FRANKLIN AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has requested proposals for work related to a storm drain repair at the corner of North Main and Franklin; and

WHEREAS, FED Excavating submitted the lowest and best proposal for said work with a bid of \$17,945.

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 FED Excavating is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with FED Excavating for work related to a storm drain repair pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$17,945 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be in 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 authorize the contract at the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Proposal

Page No. _____

of _____

Pages _____

FED EXCAVATING, INC.

P.O. BOX 359
SPRING VALLEY, OH 45370
(937) 477-1572

5059

PROPOSAL SUBMITTED TO <i>VILLAGE OF WAYNESVILLE</i>		PHONE	DATE <i>8-1-21</i>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*REMOVING EXISTING WALLS NEAR PIPE INLET
INSTALL A CATCH BASIN AT END OF PIPE.
BUILD A DIKE ON BACK SIDE OF CATCH
BASIN TO HELP RETAIN SOME WATER.
PUT SOME DUMP ROCK ON DIKE AND
AROUND CATCH BASIN.*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ *17,945⁰⁰*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
SignatureNote: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

ORDINANCE NO. 2021-032

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WESTERN OHIO SALES, BEST EQUIPMENT COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE PURCHASE OF A REFURBISHED JOHN DEERE DIESEL 100 HP LEAF VACUUM

WHEREAS, the Village of Waynesville has a need for a leaf vacuum; and

WHEREAS, Western Ohio Sales, Best Equipment Co. Inc. 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 Western Ohio Sales, Best Equipment Co. Inc. is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Western Ohio Sales, Best Equipment Co. Inc. for the purchase of a John Deere diesel 100 HP leaf vacuum pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$40,000 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

ORDINANCE NO. 2021-032

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH WESTERN OHIO SALES, BEST EQUIPMENT COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$40,000 FOR THE PURCHASE OF A REFURBISHED JOHN DEERE DIESEL 100 HP LEAF VACUUM AND DECLARE AN EMERGENCY

WHEREAS, the Village of Waynesville has a need for a leaf vacuum; and

WHEREAS, Western Ohio Sales, Best Equipment Co. Inc. 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 Western Ohio Sales, Best Equipment Co. Inc. is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Western Ohio Sales, Best Equipment Co. Inc. for the purchase of a John Deere diesel 100 HP leaf vacuum pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$40,000 for said equipment in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to purchase equipment before season begins.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

Equipment and Pricing

Document Prepared On: Jul 18, 2021

INVOICE	PREPARED BY:
Greg Craddock Public Works Worker Village of Waynesville	George Luce Western Ohio Sales Best Equipment Company, Inc.
PROCUREMENT	PAYMENT TERMS
Sales Proposal	Invoice
PRICING VALID FOR	EQUIPMENT DELIVERY
30 Days	Waynesville, Ohio

PRODUCT	PRICE	QUANTITY	SUBTOTAL
Used ODB LCT 6000 John Deere Diesel Engine 100 HP Diesel Complete Refurbish	\$40,000.00	1	\$40,000.00
		Subtotal	\$40,000.00
		Total	\$40,000.00

NOTES

**Village of Waynesville
Finance Committee Minutes
July 22, 2021 at 5:00 pm**

DRAFT

Present: Ms Joette Dedden
Mrs. Connie Miller
Absent: Mr. Brian Blankenship
Staff: Kitty Crocket

The meeting was called to order by Ms. Dedden at 5:00 pm.

Mrs. Miller moved we approve the minutes of the previous meeting, seconded by Ms Dedden.

A work session Q & A with Ms Crocket commenced. Topics discussed were:

The sweep account and how it works.

Audits are done two years at a time. 2020 and 2021 will be long audited in 2023.
The meaning of all account fund numbers.

The appropriation of \$15,000 for the Plow Truck that we no longer plan on buying can be used to buy a new leaf vacuum that is needed.

There was general discussion that the village is in good financial condition.

Our CD is due for renewal in August. There was discussion of recommended banks and their rates. A decision will be made at the August meeting.

Mrs Miller moved to adjourn, Ms Dedden seconded.

The meeting was adjourned at 6:19 pm

Respectfully submitted,
Connie Miller

ORDINANCE NO. 2021-38

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH T AND T COCRETE IN AN AMOUNT NOT TO EXCEED \$23,500 FOR CONCRETE FLOOR LABOR AND MATERIALS FOR THE VILLAGE MAINTENANCE BUILDING AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has requested proposals for work related to concrete floor labor and materials for the Village Maintenance Building; and

WHEREAS, T and T Concrete submitted the lowest and best proposal for said work with a bid of \$23,500.

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 T and T Concrete is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with T and T Concrete for work related to concrete floor labor and materials for the Village Maintenance Building pursuant to the terms of the proposal attached hereto as Exhibit A, incorporated herein by reference.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$23,500 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

Section 4. That this Ordinance is hereby declared to be in 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 authorize the contract at the earliest possible date.

Adopted this _____ day of _____, 2021.

Attest: _____
Clerk of Council

Mayor

T AND T (ESTIMATE)
CONCRETE

Contractors Invoice

TO:	WORK PERFORMED AT:
VILLAGE OF WAYNESVILLE	MAINTENANCE BUILDING

DATE 7/25/21	YOUR WORK ORDER NO. /	OUR BID NO. /
-----------------	--------------------------	------------------

DESCRIPTION OF WORK PERFORMED

REMOVE ANY DIRT AND OR ADD GRAVEL TO SUBGRADE

SET FORMS AT DOOR OPENINGS

POUR AND FINISH CONCRETE SLAB (6 IN. SLAB) FIBER REINFORCED CONCRETE

SAW CUT RELIEF JOINTS

LABOR AND MATERIALS TOTAL

= \$23,500

TONY QUICK (513) 252-3094

CALL OR TEXT

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year
in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

Council Report

August 16, 2021

Chief Copeland

Manager

- The Council will be voting on a second reading for the purchase of a John Deere 100hp diesel leaf vac from Best Equipment Company. This unit is \$40,000.00 and is part of the 2021 appropriations. I am asking that council pass this as an emergency, so we can receive the unit before the fall. In addition, you will be approving an ordinance to put the old leaf vac on the Village surplus list to be sold on Gov. Deals or eBay.
- Brian and Greg from the Village Maintenance Department have been curb painting. They have done several areas including Main Street and in front of the Wayne Local Schools. I have included photos of the guys at work.



- I have met with Barrett Paving, Wagner Paving, Jurgensen's, Cincinnati Paving and Brown Paving to get quotes to repave Adamsmoor Drive and Mill Street. They all stated that they got a late start this year due to the pandemic and they are booked because several municipalities are scheduling projects. I will inform you of the cost and availability at the next meeting. I am working to get these two streets repaved this calendar year.
- I have received three quotes for a 6" concrete floor in the Maintenance Department Cold Barn, which is 75' x 55' in size. The best bid provided was by T&T Concrete for \$23,500.00. An emergency ordinance has been prepared so the floor can be added before winter. I am getting quotes to replace the garage doors. A quote for two garage doors is included for review. One quote is for an insulated door and one is non-insulated.
- We have renewed our software agreement with ESRI Inc. for the GIS mapping software that we are currently using. I have included the renewal agreement for your review.

- Choice One Engineering has completed our traffic study for SR42 at North Street. A copy has been added for your review. It looks like our numbers will not qualify for a State funded traffic light, but I will work with Representative Scott Lipps to see what we can do to get funding or assistance. I will keep you updated on my meeting with ODOT.
- I have provided updated photos of the inside of the new school and the new bus canopy for your review. They are projecting to start the new school year in the new facility on August 31st.



- We received the first installment (\$166K) of the American Relief Funds on July 28th. This money is for municipal infrastructure and will be used on our well field upgrade.

- Legislation passed House Bill 168 a few months ago, but the funding criteria was not approved. Last week the scoring criteria was completed and publicized. There will be a total of 250 million dollars circulated statewide to approved municipalities for water and sewer projects. This is a competitive grant that will need to be submitted to the County Engineer by August 20th and it will be added to a priority list. I have met with Choice One Engineering and because of the time crunch we are submitting the 3rd Street water replacement project that was denied in the OPWC grant. This will afford us the opportunity to get the pre-application filed right away by using the information we have already compiled on this project. I decided to stay with the same percentage match (41%) that was submitted in the OPWC application. The project cost is \$846,000.00 and the Village portion would be \$347,000.00 if our project is selected. I will keep you posted on the progress of this application and if any additional actions are needed.
- I have prepared an ordinance as an emergency to have Fed Excavating rebuild the storm drain line behind Pat's Gas. This will include installing a new and larger catch basin with a dike. This will help with water retention that will slow the flow and reroute the water to the basin. We are looking to start this project in the next few weeks.
- Council will be voting on an ordinance to accept funds in reference to the Pharma opioid lawsuit. We want to pass the ordinance right away to make sure we are included in the settlement. The settlement amounts have not been disclosed at this time.
- I have added a veteran's parking space only in front of the Government Center next to the handicap parking. This is to honor all of those that have served our country. In addition, I would like the Council to vote to approve the Village of Waynesville to be named a Purple Heart Village. If the Council approves, we will have an honor guard ceremony on September 13th where we will present a proclamation.



- I have included a flyer of the 3rd Annual Warren County Veterans Appreciation Picnic being held on September 11th at the Warren County Fairgrounds. Please feel free to share this information and contact me with any questions.

Police

- The July police calls for service report has been provided for your review, Please feel free to contact me with any questions or concerns.
- The Mayor's Court report for the month of July is attached and feel free to contact me or Ashley with any questions you may have.
- The Bowersox family dropped off some drinks and snacks for the police officers in support of the National Back the Blue Day.



- Officer Mermann completed the taser instructor class on August 2nd at the UC Hospital taught by Axon. We will be working on certifying all the officers on our department, so they can carry the taser on duty.





Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

This proposal is valid till Saturday, August 28, 2021

Quote: SQCR002007-1 | Created: 7/29/2021 3:54 PM

Job:

Prepared For:

Village of Waynesville

Item	Qty	Unit (USD)	Extended (USD)
1 424.CS 424, 17'5" x 11'1", Industrial Brown	1	\$4,248.00	\$4,248.00
OPERATOR: RSX Trolley, 1/2 HP, 115/208/230V 1Phase 60Hz, 12 Ft Rail, PhotoEyes-Standard (Monitored), Brake, Receiver,Built-In,Std, 2 Channel,315 390 RSX OCDFX2.S: 2 DOOR: 424, 17' 5" x 11' 1", Industrial Brown, Ribbed Panel, 6 Sect, SES, Std Btm Seal STRUTS: Standard, S1: (1) HS1, S2: (1) HS1, S3: (1) HS1, S4: (1) HS1, S5: (1) HS1, S6: (1) HS1 LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray TRK & HDW: 2", 15"R, Angle Out, Wood, 144.125 FTSC SPRING: Torsion, Qty: 2, Front, 10K, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 2" x 0.273 x 53.58, 11.61 Turns, D400-144, 1/8" x 152", Bal Wt: 392.71 OPERATION: Trolley, Drawbar Prep			
2 424.CS 424, 23'5" x 12'7", Industrial Brown	1	\$6,009.00	\$6,009.00
OPERATOR: RSX Trolley, 1/2 HP, 115/208/230V 1Phase 60Hz, 14 Ft Rail, PhotoEyes-Standard (Monitored), Brake, Receiver,Built-In,Std, 2 Channel,315 390 RSX OCDFX2.S: 2 DOOR: 424, 23' 5" x 12' 7", Industrial Brown, Ribbed Panel, 7 Sect, DES, Std Btm Seal STRUTS: Standard, S1: (1) HS3, S2: (1) HS3, S3: (1) HS3, S4: (1) HS3, S5: (1) HS3, S6: (1) HS3, S7: (1) HS3 LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray TRK & HDW: 2", 15"R, Angle Out, Wood, 163.125 FTSC SPRING: Torsion, Qty: 2, Front, 10K, Extra Spring Brackets, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 3-3/4" x 0.375 x 45.71, 9.92 Turns, D525-216, 5/32" x 173", Bal Wt: 814.11 OPERATION: Trolley			
3 Build in jamb and finish siding	1	\$2,478.00	\$2,478.00
Details: Build down jamb header 18" from exiting header, and build sides in 1 1/2" on each side. Install white metal siding to match existing siding as best as possible			

Total (USD): \$12,735.00

Note all power and control wiring by others.
Please initial.



Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

Terms and Conditions

Furnished and installed

Payment to be made as follows: COD

Prices subject to change if not accepted within 30 days

Quote based on material prices if released for fabrication today. Any purchase order or contract for this work must include an escalation clause

NOTE: ALL POWER AND CONTROL WIRING BY OTHERS

Please initial

Current lead time on selected models is 15 weeks

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____



Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

This proposal is valid till Saturday, August 28, 2021

Quote: SQCR002007-2 | Created: 7/29/2021 4:16 PM

Job:

Prepared For:

Village of Waynesville

Item	Qty	Unit (USD)	Extended (USD)
1 470.CS 470, 17'5" x 11'1", Brown	1	\$5,117.00	\$5,117.00
<p>OPERATOR: RSX Trolley, 1/2 HP, 115/208/230V 1Phase 60Hz, 12 Ft Rail, PhotoEyes-Standard (Monitored), Brake, Receiver,Built-In,Std, 2 Channel,315 390 RSX OCDFX2.S: 2</p> <p>DOOR: 470, 17' 5" x 11' 1", Brown, Ribbed Panel, 7 Sect, SES, Std Btm Seal</p> <p>STRUTS: Standard, S1: (1) 3"-20GA, S2: (0), S3: (1) 3"-20GA, S4: (0), S5: (1) 3"-20GA, S6: (0), S7: (1) 3"-20GA</p> <p>LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray</p> <p>TRK & HDW: 2", Center Hinge Upgrade, 15"R, Angle Out, Wood, 144.125 FTSC</p> <p>SPRING: Torsion, Qty: 2, Front, 10K, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 2" x 0.283 x 54.58, 11.61 Turns, D400-144, 1/8" x 152", Bal Wt: 459.13</p> <p>OPERATION: Trolley, Single Plate, Standard Duty</p>			
2 591.CS 591, 23'5" x 12'7", Industrial Brown	1	\$11,176.00	\$11,176.00
<p>OPERATOR: RSX Trolley, 3/4 HP, 115/208/230V 1Phase 60Hz, 14 Ft Rail, PhotoEyes-Standard (Monitored), Dual Trolley, Brake, Receiver,Built-In,Std, 2 Channel,315 390 RSX OCDFX2.S: 2</p> <p>DOOR: 591, 23' 5" x 12' 7", Industrial Brown, Ribbed Panel, 7 Sect, 8 Pnl, DES, Std Btm Seal</p> <p>STRUTS: Standard, S1: (1) HS3, S2: (1) HS3, S3: (1) HS3, S4: (1) HS3, S5: (1) HS3, S6: (1) HS3, S7: (1) HS3</p> <p>LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray</p> <p>TRK & HDW: 2", Center Hinge Upgrade, 15"R, Angle Out, Wood, 163.125 FTSC</p> <p>SPRING: Torsion, Qty: 2, Front, 10K, Extra Spring Brackets, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 3-3/4" x 0.394 x 53.47, 9.92 Turns, D525-216, 5/32" x 173", Bal Wt: 881.68</p> <p>OPERATION: Dual Trolley</p>			
3 591.CS 591, 17'5" x 11'1", Industrial Brown	1	\$6,148.00	\$6,148.00
<p>OPERATOR: RSX Trolley, 1/2 HP, 115/208/230V 1Phase 60Hz, 12 Ft Rail, PhotoEyes-Standard (Monitored), Brake, Receiver,Built-In,Std, 2 Channel,315 390 RSX OCDFX2.S: 2</p> <p>DOOR: 591, 17' 5" x 11' 1", Industrial Brown, Ribbed Panel, 6 Sect, 5 Pnl, SES, Std Btm Seal</p> <p>STRUTS: Standard, S1: (1) HS1, S2: (1) HS1, S3: (1) HS1, S4: (1) HS1, S5: (1) HS1, S6: (1) HS1</p> <p>LOCK: ISL, 1, Metal Step Plate/Lift Handle, Gray</p> <p>TRK & HDW: 2", Center Hinge Upgrade, 15"R, Angle Out, Wood, 144.125 FTSC</p>			

The Genuine. The Original.



Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

SPRING: Torsion, Qty: 2, Front, 10K, 1" Solid, Two-Piece Split Solid Shaft w/Coupler, 2" x 0.283 x 55.93, 11.61 Turns, D400-144, 1/8" x 152", Bal Wt: 447.55

OPERATION: Trolley, Single Plate, Standard Duty

4	Build in jamb and finish siding	1	\$2,478.00	\$2,478.00
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Details: Build down jamb header 18" from exiting header, and build sides in 1 1/2" on each side. Install white metal siding to match existing siding as best as possible

Total (USD): \$24,919.00

Note all power and control wiring by others.
Please initial.



Overhead Door Company of Greater Cincinnati

PO Box 8187
West Chester, OH 45069-8187

Contact: Eric Wolfzorn
Phone: +1513-645-1200
Email: eric.wolfzorn@installed.net

Terms and Conditions

Furnished and installed

Payment to be made as follows: COD

Prices subject to change if not accepted within 30 days

Quote is based on material prices if released for fabrication today. Any purchase order or contract for this work must include an escalation clause

NOTE: ALL POWER AND CONTROL WIRING BY OTHERS

Please initial

Current lead time on selected models is 15 weeks

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/30/2021
To: Joseph Pheill
Organization: Village of Waynesville
Water Dept
Fax #: 513-897-2015 **Phone #:** 740-455-3911

From: Jenna Snowball
Fax #: 909-793-4801 **Phone #:** 888-377-4575 Ext. 5716
Email: jsnowball@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26030680
Document Date: 07/30/2021

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575716
Fax #: 909-793-4801

Quotation

Date: 07/30/2021

Quotation Number: 26030680

Village of Waynesville
Water Dept
1400 Lytle Rd
Waynesville OH 45068-8482
Attn: Joseph Pheill

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jenna Snowball

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 644625

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	2	153148 ArcGIS Online Creator (Formerly Level 2 Named User) Term License Start Date: 10/29/2021 End Date: 10/28/2022	500.00	1,000.00
			Item Subtotal	1,000.00
			Estimated Taxes	70.00
			Total	USD 1,070.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jenna Snowball **Ext:** 5716

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/716
Fax #: 909-793-4801

Quotation

Page 2

Date: 07/30/2021

Quotation Number: 26030680

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

STUDY AND ANALYSIS INFORMATION

Municipality:	Village of Waynesville	Traffic Volumes Obtained By:	Choice One Engineering
County:	Warren	Analysis Date:	7/28/2021
ODOT Engineering District:	8	Agency/ Company Name Performing Warrant Analysis:	Choice One Engineering

Analysis Information

Data Collection Date: 6/17/2021
 Day of the Week: Thursday

Is the intersection in a built-up area of an isolated community of <10,000 population? Yes

Existing Traffic Signal at intersection: No

Total Number of Approaches at Intersection: 4

Major Street Information

Major Street Name and Route Number: US 42

Major Street Approach Direction: N-Bound
S-Bound

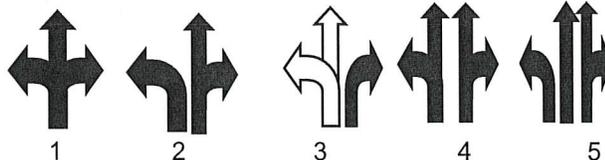
Number of Thru Lanes on Each Major Street Approach: 2 LANE(S)

Speed Limit or 85th Percentile Speed on the Major Street*: 50 MPH
*Unknown assumes below 45 mph

Minor Street Information

Minor Street Name and Route Number: Corwin Ave/North Street

Minor Street Approach Configuration: 1 E-Bound
1 W-Bound



Number of Thru Lanes on Each Minor Street Approach: 1 LANE(S)
 Apply Right Turn Lane Reduction*: Yes

*Right Turn Lane Reduction Shall be used for Warrants 1, 2, & 3 for New ODOT Signals. Please refer to TEM 402-3.2 for clarification and criteria under which Right Turn Reduction is not required.

TRAFFIC SIGNAL WARRANT ANALYSIS FINDINGS

	Warrant		Notes and Comments:			
	Applicable?	Satisfied?				
Warrant 1, Eight-Hour Vehicular Volume	Yes	No	Combination of A/B (56%) was met.*			
Warrant 2, Four-Hour Vehicular Volume	Yes	No	Figure 4C-2 (70% Factor)			
Warrant 3, Peak Hour	Yes	No	Signals installed under Warrant 3 should be traffic actuated.			
			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: none;">Peak Hour</td> </tr> <tr> <td style="text-align: center; border: none;">4:45 PM</td> </tr> <tr> <td style="text-align: center; border: none;">5:45 PM</td> </tr> </table>	Peak Hour	4:45 PM	5:45 PM
Peak Hour						
4:45 PM						
5:45 PM						
For Warrants 1-3, new ODOT signals must be based off of 100% volume thresholds (TEM 402-3.2)						
Warrant 4, Pedestrian Volume	No		If this warrant is met, and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E of the OMUTCD.			
			<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: none;">Peak Hour</td> </tr> <tr> <td style="text-align: center; border: none;">4:45 PM</td> </tr> <tr> <td style="text-align: center; border: none;">5:45 PM</td> </tr> </table>	Peak Hour	4:45 PM	5:45 PM
Peak Hour						
4:45 PM						
5:45 PM						
Warrant 5, School Crossing	No		N/A			
Warrant 6, Coordinated Signal System	No		(Shall not be used as the sole warrant in the analysis)			
Warrant 7, Crash Experience	No		If this is the sole warrant, signal must be semi-actuated with control devices which provide proper coordination if installed at an intersection within a coordinated system and normally should be fully traffic actuated if installed at an isolated intersection.			
Warrant 8, Roadway Network	No		(Shall not be used as the sole warrant in the analysis)			
Warrant 9, Intersection Near a Grade Crossing	No		Figure 4C-9			
Multi-Way Stop Warrant	No		May be used as an interim measure if traffic signal warrants are satisfied.			

The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

- | |
|--|
| <p>If no warrants are satisfied, additional options may be considered:</p> <ol style="list-style-type: none"> 1. An engineering study, performed by a firm prequalified by ODOT for signal design, if approved by the ODOT district, may be used to justify a new signal installation or retention of an existing signal that otherwise does not meet the published warrants. An example of such an instance is a traffic signal in proximity to a railroad crossing that serves to reduce queuing across the tracks. 2. According to TEM 402-2, If the actual turning movement counts fail to satisfy a signal warrant, it may be acceptable to use traffic volumes projected to the second year after project completion. The Modeling and Forecasting Section should provide the projected traffic volumes. 3. A pedestrian hybrid beacon may be considered for installation to facilitate pedestrian crossings at a location that does not meet traffic signal warrants (see Chapter 4C of TEM) or at a location that meets traffic signal warrants under Sections 4C.05 and/or 4C.06 but a decision is made to not install a traffic control signal. Please fill inputs on PHB Score Sheet and submit to ODOT. |
|--|

Considerations such as geometrics and lack of sight distance generally have not been accepted in lieu of satisfying signal warrants. These considerations may allow an otherwise unwarranted traffic signal to be retained at **100 percent** local cost. Please review TEM 402-4 for details.

Conclusion: Do Not Install New Traffic Signal

Notes:

Start Time	Southbound Approach					Westbound Approach					Northbound Approach					Eastbound Approach					NOTES
	Right		Thru		App Total	Right		Thru		App Total	Right		Thru		App Total	Right		Thru		App Total	
	Left	U-Turn	Left	U-Turn		Left	U-Turn	Left	U-Turn		Left	U-Turn	Left	U-Turn		Left	U-Turn				
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	It should be noted that if data is copied overtop of the Hourly Totals or Approach Totals, that the 'AutoSum' Formula will be lost. This should not affect the actual totals if the data was copied from a program that performs the calculations for the user.
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:00 AM	1	43	1	0	47	6	1	5	0	14	17	15	1	0	32	11	3	0	0	14	
6:15 AM	1	67	7	0	75	7	4	8	0	19	3	18	4	0	25	2	0	0	0	2	
6:30 AM	0	56	5	0	61	13	3	4	0	20	1	23	2	0	26	5	3	0	0	8	
6:45 AM	0	50	0	0	50	6	1	1	0	12	1	40	2	0	43	3	2	0	0	5	
Hourly Total	7	216	19	0	242	34	9	22	0	65	13	96	9	0	118	11	8	0	0	19	
7:00 AM	0	57	5	0	62	5	4	7	0	16	6	30	0	0	36	2	1	0	0	3	
7:15 AM	0	75	7	0	82	15	4	6	0	26	2	41	4	0	47	7	2	0	0	9	
7:30 AM	0	78	8	0	87	9	7	4	0	20	3	48	4	0	55	5	2	1	0	8	
7:45 AM	0	72	12	0	84	17	5	13	0	35	5	46	10	0	61	4	6	1	0	11	
Hourly Total	0	283	32	0	315	47	20	39	0	97	16	165	18	0	199	18	11	2	0	31	
8:00 AM	2	55	4	0	61	6	12	13	0	31	7	37	5	0	49	8	2	1	0	11	
8:15 AM	4	56	12	0	72	12	7	9	0	28	4	38	5	0	47	3	4	0	0	7	
8:30 AM	1	64	5	0	70	21	7	10	0	38	5	40	4	0	49	10	7	0	0	17	
8:45 AM	1	56	14	0	71	4	9	4	0	17	7	39	5	0	51	4	1	1	0	6	
Hourly Total	8	233	35	0	274	43	31	36	0	110	23	154	19	0	196	25	14	2	0	41	
9:00 AM	2	41	13	0	56	8	6	10	0	24	4	28	2	0	34	5	4	1	0	10	
9:15 AM	0	57	8	0	65	11	6	4	0	21	5	40	8	0	53	3	7	2	0	12	
9:30 AM	3	42	10	0	55	19	8	5	0	28	8	39	8	0	55	10	3	1	0	14	
9:45 AM	2	54	10	0	66	7	8	13	0	28	6	39	5	0	50	9	4	2	0	15	
Hourly Total	7	194	41	0	242	43	28	32	0	103	23	149	23	0	192	27	18	6	0	51	
10:00 AM	0	43	13	0	56	8	7	7	0	22	3	39	3	0	36	10	10	1	0	21	
10:15 AM	4	35	9	0	46	10	9	9	0	28	13	32	3	0	48	1	5	2	0	8	
10:30 AM	0	64	8	0	72	14	9	7	0	30	6	39	10	0	55	6	10	1	1	17	
10:45 AM	3	81	11	0	95	9	7	4	0	20	9	50	5	0	64	10	4	3	0	17	
Hourly Total	7	203	41	0	251	41	33	23	0	56	31	151	21	0	203	27	29	7	1	54	
11:00 AM	4	46	11	1	62	11	5	9	0	25	4	38	7	0	49	5	3	2	0	10	
11:15 AM	2	63	10	0	75	8	4	13	0	25	10	52	5	0	67	12	4	1	0	17	
11:30 AM	4	70	13	0	87	6	14	10	0	30	5	56	4	0	65	11	5	1	0	17	
11:45 AM	3	48	10	0	61	5	9	7	0	21	7	37	6	0	50	5	6	1	0	12	
Hourly Total	13	227	44	1	285	32	32	39	0	103	30	183	22	0	235	33	18	5	0	56	
12:00 PM	1	77	9	0	87	10	8	4	0	22	8	52	8	0	68	4	7	0	0	11	
12:15 PM	1	52	10	2	65	10	13	4	0	27	11	58	10	0	80	13	7	1	0	21	
12:30 PM	0	64	18	0	82	14	8	2	0	24	11	48	4	0	66	11	10	0	0	21	
12:45 PM	4	55	16	0	75	6	9	6	0	21	6	51	8	0	65	8	5	1	1	14	
Hourly Total	11	243	53	2	309	41	38	19	0	98	36	209	30	0	275	36	33	2	1	72	
1:00 PM	3	54	9	0	66	5	7	8	0	20	16	58	10	0	62	14	12	1	1	28	
1:15 PM	4	63	15	0	82	20	9	9	0	38	13	60	3	0	76	8	16	2	0	26	
1:30 PM	3	47	16	0	66	18	9	7	0	34	12	63	5	0	80	18	11	3	0	32	
1:45 PM	4	65	13	0	82	12	9	5	0	26	2	53	8	0	63	9	7	2	0	18	
Hourly Total	14	229	53	0	296	59	34	29	0	122	43	232	25	0	301	49	46	8	1	104	
2:00 PM	4	50	13	0	67	11	8	4	0	23	9	56	3	0	71	12	8	2	0	25	
2:15 PM	0	57	19	0	76	10	15	4	0	29	12	57	3	0	72	8	10	3	0	21	
2:30 PM	4	56	17	1	78	12	10	4	0	26	7	51	3	0	67	10	10	4	0	24	
2:45 PM	0	48	16	0	64	23	11	8	0	42	10	75	4	0	89	8	7	1	0	16	
Hourly Total	8	211	65	1	285	56	44	24	0	124	38	238	23	0	299	38	36	10	2	86	
3:00 PM	2	67	16	0	85	14	5	10	0	29	9	70	3	0	82	10	10	1	0	21	
3:15 PM	4	66	21	0	91	12	4	10	0	26	6	72	9	0	87	5	6	1	0	18	
3:30 PM	7	62	17	0	86	12	5	7	0	24	5	67	6	0	82	13	10	1	0	24	
3:45 PM	7	67	27	0	101	16	8	3	0	27	10	52	11	0	73	6	10	2	0	18	
Hourly Total	20	242	41	0	303	54	22	36	0	112	34	241	29	0	324	35	38	6	0	81	
4:00 PM	1	72	21	1	95	15	11	10													

OMUTCD WARRANT 1, EIGHT-HOUR VEHICULAR VOLUME

Number of Lanes for Moving Traffic on Each Approach	
Major Street:	2 or More Lanes
Minor Street:	1 Lane

Built up Isolated Community with Less Than 10,000 Population or Above 40 MPH on Major Street? Yes

*Only applicable after an adequate trial of other alternatives (See section 4C.02.06 of the 2012 OMUTCD)

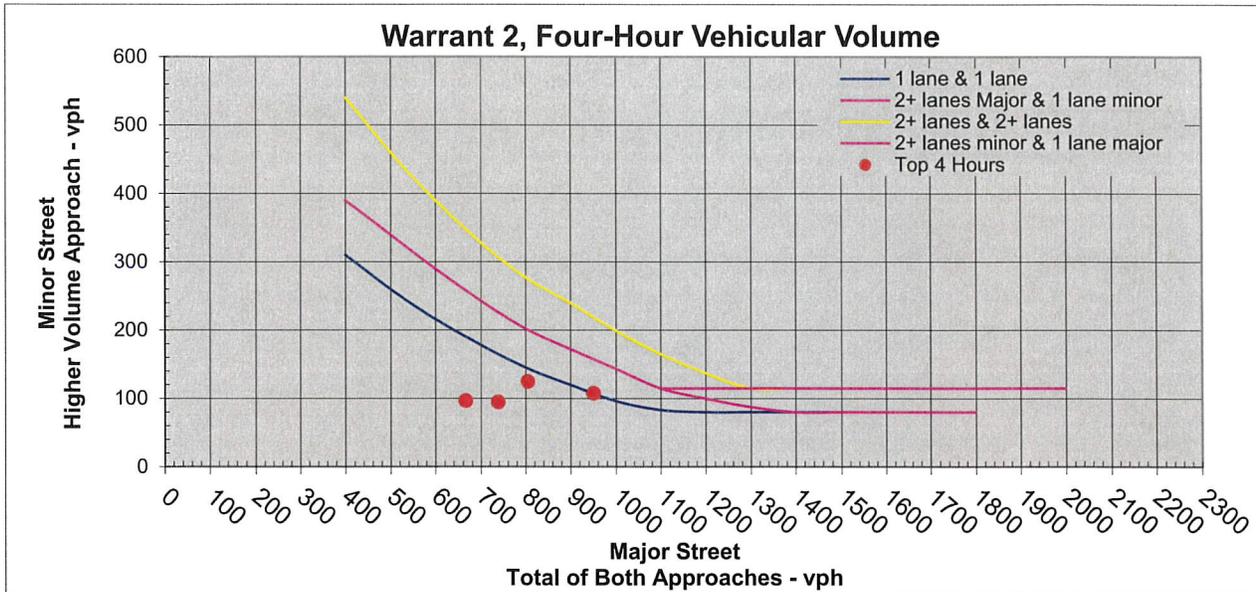
Lanes Major/Minor	Adjusted Volumes		Condition A				Condition B				Combination A/B*							
	Major	Minor	100%		70%		100%		70%		Cond. A		Cond. B		Cond. A		Cond. B	
			Maj.	Min.	Maj.	Min.	Maj.	Min.	Maj.	Min.	Maj.	Min.	Maj.	Min.	Maj.	Min.	Maj.	Min.
1 / 1			500	150	350	105	750	75	525	53	400	120	600	60	280	84	420	42
2+ / 1	X		600	150	420	105	900	75	630	53	480	120	720	60	336	84	504	42
2+ / 2+			600	200	420	140	900	100	630	70	480	160	720	80	336	112	504	56
1 / 2+			500	200	350	140	750	100	525	70	400	160	600	80	280	112	420	56
12:00 AM	0	0																
12:15 AM	0	0																
12:30 AM	0	0																
12:45 AM	0	0																
1:00 AM	0	0																
1:15 AM	0	0																
1:30 AM	0	0																
1:45 AM	0	0																
2:00 AM	0	0																
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4:15 AM	0	0																
4:30 AM	0	0																
4:45 AM	0	0																
5:00 AM	0	0																
5:15 AM	69	11																
5:30 AM	169	27																
5:45 AM	259	42																
6:00 AM	360	52													1			
6:15 AM	389	55																
6:30 AM	418	58																
6:45 AM	470	60			1													
7:00 AM	514	79								1				1		1	1	
7:15 AM	526	93																
7:30 AM	516	97																
7:45 AM	493	110			1	1												
8:00 AM	470	93												1	1			
8:15 AM	450	85																
8:30 AM	449	79																
8:45 AM	440	71			1													
9:00 AM	434	85												1	1			
9:15 AM	436	83																
9:30 AM	414	86																
9:45 AM	431	89			1													
10:00 AM	454	80												1				
10:15 AM	473	82																
10:30 AM	519	84								1						1	1	
10:45 AM	548	88			1													
11:00 AM	520	97												1	1			
11:15 AM	560	94																
11:30 AM	563	96								1						1	1	
11:45 AM	555	82			1													
12:00 PM	584	82												1				
12:15 PM	581	84																
12:30 PM	594	91								1						1	1	
12:45 PM	592	97			1													
1:00 PM	597	99												1	1			
1:15 PM	587	97																
1:30 PM	577	96								1						1	1	
1:45 PM	576	90			1													
2:00 PM	584	102												1	1			
2:15 PM	613	107			1													
2:30 PM	643	99							1	1	1						1	1
2:45 PM	666	97			1													
3:00 PM	687	91												1	1			
3:15 PM	719	97			1													
3:30 PM	763	99							1	1	1			1	1		1	1
3:45 PM	805	125			1	1												
4:00 PM	871	118												1	1			
4:15 PM	914	118			1			1	1									
4:30 PM	923	116						1	1	1				1	1		1	1
4:45 PM	951	108			1	1												
5:00 PM	925	117														1	1	
5:15 PM	875	101			1													
5:30 PM	828	108							1	1	1			1	1		1	1
5:45 PM	739	95			1													
6:00 PM	667	83													1			
6:15 PM	475	69																
6:30 PM	291	41																
6:45 PM	142	17																
7:00 PM	0	0																
7:15 PM	0	0																
7:30 PM	0	0																
7:45 PM	0	0																
8:00 PM	0	0																
8:15 PM	0	0																
8:30 PM	0	0																
8:45 PM	0	0																
9:00 PM	0	0																
9:15 PM	0	0																
9:30 PM	0	0																
9:45 PM	0	0																
HOURS MET			4	0	12	3	1	1	4	4	9	0	3	3	13	8	9	9
WARRANT SATISFIED?			NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO

Warrant Met: No
 Notes: Combination of A/B (56%) was met.*

OMUTGD WARRANT 2, FOUR-HOUR VEHICULAR VOLUME

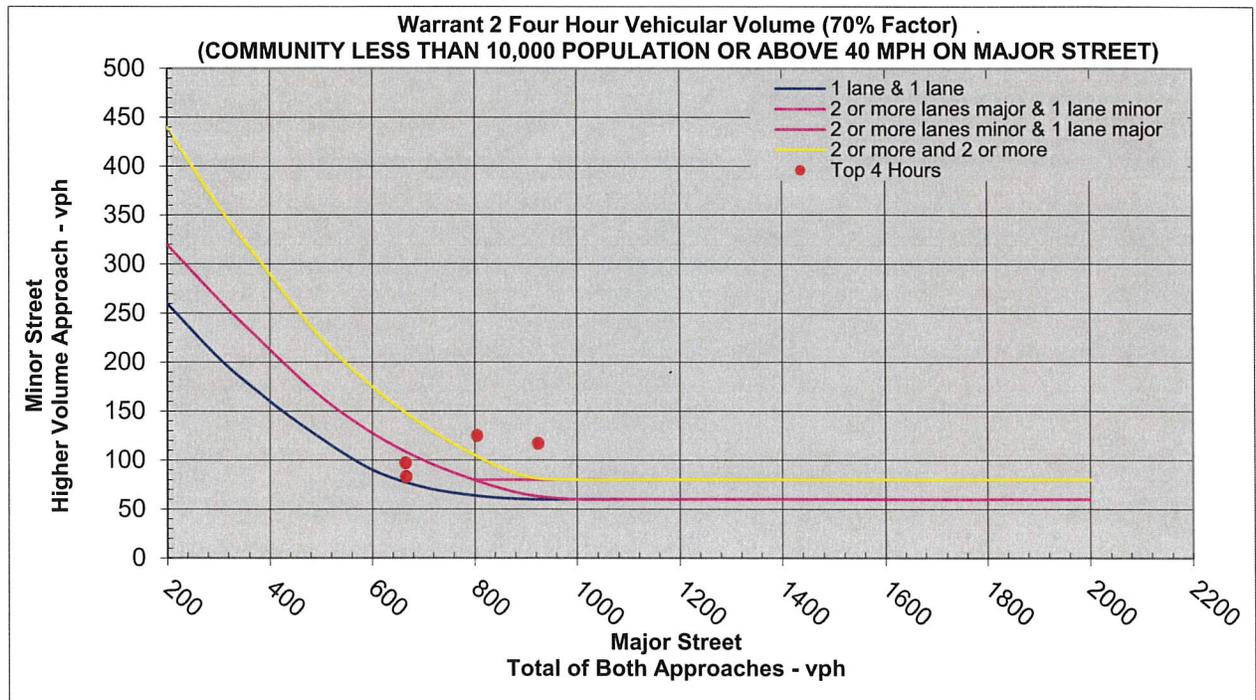
Number of Lanes for Moving Traffic on Each Approach	Total Number of Unique Hours Met on Figure 4C-1	0
Major street: 2 or More Lanes	Total Number of Unique Hours Met on Figure 4C-2 (70% Factor)	4
Minor Street: 1 Lane		
Built up Isolated Community with Less Than 10,000 Population or Above 40 MPH on Major Street?		Yes

Hour Interval Beginning At	Raw Traffic Counts				Total Major Approach Volumes	Highest Actual Minor Street Approach Volumes	Hour Met?	Hour Met? (70% Factor)
	Major - US 42		Minor - Corwin Ave/North Street					
	N-Bound	S-Bound	W-Bound	E-Bound				
6:00 AM	118	242	52	15	360	52		
6:15 AM	132	257	55	14	389	55		
6:30 AM	154	264	58	19	418	58		
6:45 AM	183	287	60	19	470	60		
7:00 AM	199	315	79	24	514	79		
7:15 AM	212	314	93	30	526	93		
7:30 AM	212	304	97	29	516	97		
7:45 AM	206	287	110	36	493	110		
8:00 AM	196	274	93	31	470	93		
8:15 AM	181	269	85	32	450	85		
8:30 AM	187	262	79	37	449	79		
8:45 AM	193	247	71	34	440	71		
9:00 AM	192	242	85	41	434	85		
9:15 AM	194	242	83	50	436	83		
9:30 AM	189	225	86	46	414	86		
9:45 AM	189	242	89	52	431	89		
10:00 AM	203	251	80	54	454	80		
10:15 AM	216	257	82	45	473	82		
10:30 AM	235	284	84	49	519	84		
10:45 AM	249	299	88	46	548	88		
11:00 AM	235	285	97	43	520	97		
11:15 AM	255	305	94	45	560	94		
11:30 AM	268	295	96	48	563	96		
11:45 AM	260	295	82	52	555	82		
12:00 PM	275	309	82	58	584	82		
12:15 PM	288	293	84	71	581	84		
12:30 PM	284	310	91	78	594	91		
12:45 PM	303	289	97	86	592	97		
1:00 PM	301	296	99	85	597	99		
1:15 PM	290	297	97	83	587	97		
1:30 PM	286	291	96	78	577	96		
1:45 PM	273	303	90	73	576	90		
2:00 PM	299	285	102	71	584	102		
2:15 PM	310	303	107	68	613	107		Met
2:30 PM	325	318	99	65	643	99		
2:45 PM	340	326	97	63	666	97		
3:00 PM	324	363	91	66	687	91		
3:15 PM	346	373	97	67	719	97		Met
3:30 PM	377	386	99	69	763	99		
3:45 PM	392	413	125	68	805	125		
4:00 PM	438	433	118	72	871	118		
4:15 PM	458	456	118	69	914	118		Met
4:30 PM	445	478	116	71	923	116		
4:45 PM	466	485	108	74	951	108		
5:00 PM	445	480	117	70	925	117		
5:15 PM	414	461	101	78	875	101		Met
5:30 PM	392	436	108	78	828	108		
5:45 PM	347	392	95	68	739	95		
6:00 PM	311	356	83	68	667	83		
6:15 PM	218	257	69	45	475	69		
6:30 PM	135	156	41	28	291	41		
6:45 PM	62	80	17	17	142	17		
7:00 PM	0	0	0	0	0	0		
7:15 PM	0	0	0	0	0	0		
7:30 PM	0	0	0	0	0	0		
7:45 PM	0	0	0	0	0	0		
8:00 PM	0	0	0	0	0	0		



Top Hours for Figure 4C-1	Start Time	End Time	Major Street	Minor Street
Top Hour	4:45 PM	5:45 PM	951	108
2nd Highest Hour	3:45 PM	4:45 PM	805	125
3rd Highest Hour	5:45 PM	6:45 PM	739	95
4th Highest Hour	2:45 PM	3:45 PM	666	97

Top Hours for Figure 4C-2	Start Time	End Time	Major Street	Minor Street
Top Hour	3:45 PM	4:45 PM	805	125
2nd Highest Hour	5:00 PM	6:00 PM	925	117
3rd Highest Hour	2:45 PM	3:45 PM	666	97
4th Highest Hour	6:00 PM	7:00 PM	667	83



Are the requirements for Warrant 2 met?:

OMUTCD WARRANT 3, PEAK HOUR		
Number of Lanes for Moving Traffic on Each Approach		Peak Hour Start time
Major Street:	2 or More Lanes	4:45 PM
Minor Street:	1 Lane	Peak Hour End Time
		5:45 PM

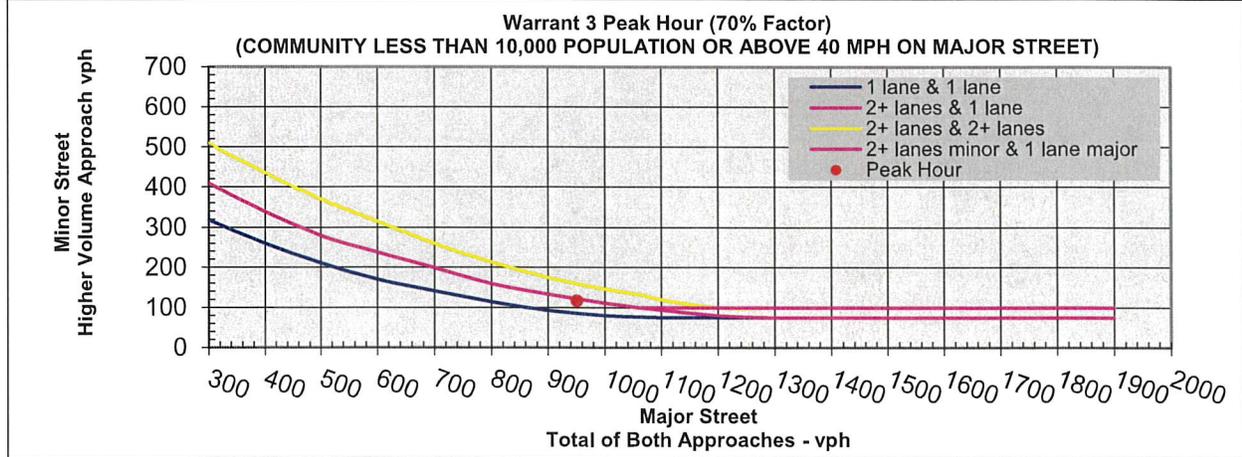
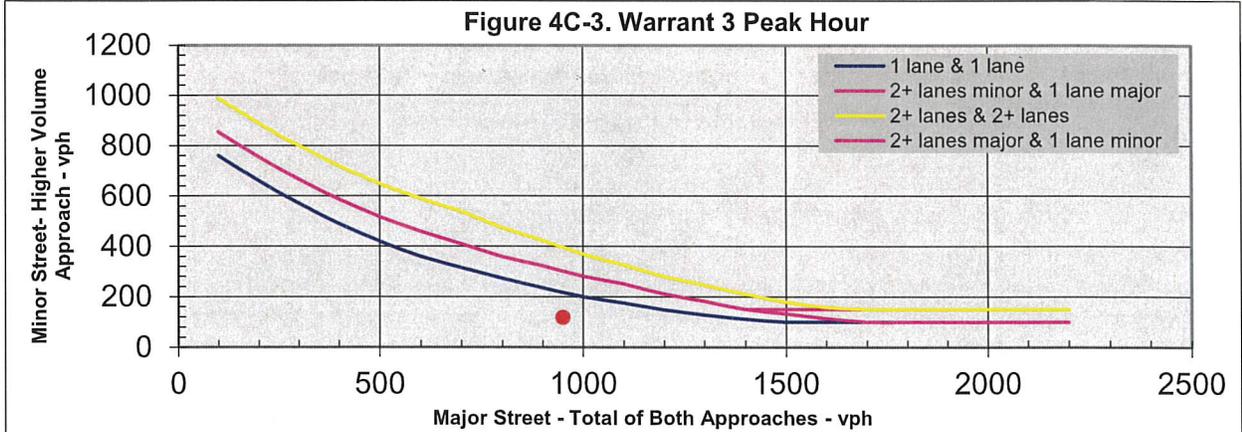
Built up Isolated Community with Less Than 10,000 Population or Above 40 MPH on Major Street?	Yes
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Is this signal warrant being applied for an unusual case, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time?	No
---	----

Indicate whether all three of the following conditions for the same 1 hour (any four consecutive 15-minute periods) of an average day are present*	
Does the total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equal or exceed 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach?	
Does the volume on the same minor-street approach (one direction only) equal or exceed 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes?	Yes
Does the total entering volume serviced during the hour equal or exceed 650 vehicles per hour for intersection with three approaches or 800 vehicles per hour for intersections with four or more approaches?	Yes

**If applicable, attach all supporting calculations and documentation.*

Are the requirements for Warrant 3 met?: **No**



ODOT Traffic Signal Warrant Spreadsheet-US 42 & Corwin Avenue

Hour Vehicular Volume				
Hour Interval Beginning At	Major Street Combined Vehicles Per Hour (VPH)	Highest Minor Street Approach Vehicles Per Hour (VPH)	Sum of Major Street and Highest Minor Street	Sum of Major Street and Combined Minor Street
6:00 AM	360	52	412	427
6:15 AM	389	55	444	458
6:30 AM	418	58	476	495
6:45 AM	470	60	530	549
7:00 AM	514	79	593	617
7:15 AM	526	93	619	649
7:30 AM	516	97	613	642
7:45 AM	493	110	603	639
8:00 AM	470	93	563	594
8:15 AM	450	85	535	567
8:30 AM	449	79	528	565
8:45 AM	440	71	511	545
9:00 AM	434	85	519	560
9:15 AM	436	83	519	569
9:30 AM	414	86	500	546
9:45 AM	431	89	520	572
10:00 AM	454	80	534	588
10:15 AM	473	82	555	600
10:30 AM	519	84	603	652
10:45 AM	548	88	636	682
11:00 AM	520	97	617	660
11:15 AM	560	94	654	699
11:30 AM	563	96	659	707
11:45 AM	555	82	637	689
12:00 PM	584	82	666	724
12:15 PM	581	84	665	736
12:30 PM	594	91	685	763
12:45 PM	592	97	689	775
1:00 PM	597	99	696	781
1:15 PM	587	97	684	767
1:30 PM	577	96	673	751
1:45 PM	576	90	666	739
2:00 PM	584	102	686	757
2:15 PM	613	107	720	788
2:30 PM	643	99	742	807
2:45 PM	666	97	763	826
3:00 PM	687	91	778	844
3:15 PM	719	97	816	883
3:30 PM	763	99	862	931
3:45 PM	805	125	930	998
4:00 PM	871	118	989	1061
4:15 PM	914	118	1032	1101
4:30 PM	923	116	1039	1110
4:45 PM	951	108	1059	1133
5:00 PM	925	117	1042	1112
5:15 PM	875	101	976	1054
5:30 PM	828	108	936	1014
5:45 PM	739	95	834	902
6:00 PM	667	83	750	818
6:15 PM	475	69	544	589
6:30 PM	291	41	332	360
6:45 PM	142	17	159	176
7:00 PM	0	0	0	0
7:15 PM	0	0	0	0
7:30 PM	0	0	0	0
7:45 PM	0	0	0	0
8:00 PM	0	0	0	0

Actual Peak Hour Major Traffic Volume	Actual Peak Hour Minor Traffic Volume	Required Peak Hour Minor Traffic Volume for Fig. 4C-3	Required Peak Hour Minor Traffic Volume for Fig. 4C-4
951	117	309.62534	110.02836



3RD ANNUAL WARREN COUNTY VETERANS APPRECIATION PICNIC



Saturday, September 11, 2021

PROOF OF MILITARY
SERVICE MUST BE
PRESENTED UPON
CHECK-IN. IE:
DD214 OR VETERAN
ID CARD.

**Warren County Fairgrounds
665 N. Broadway St.
LEBANON**

**picnic will be located in the cattle
pavillon**

OPEN TO ALL
HONORABLY
DISCHARGED
VETERANS OF
WARREN COUNTY, &
THEIR SPOUSE & CHILDREN
OR GRAND CHILDREN

LIVE FIRE CIVIL
WAR ARTILLERY
DEMONSTRATIONS &
WEAPONS DISPLAY
MILITARY REENACTORS

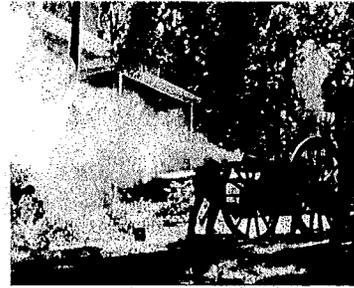
FREE FOOD & DRINK

COTTON CANDY & POPCORN

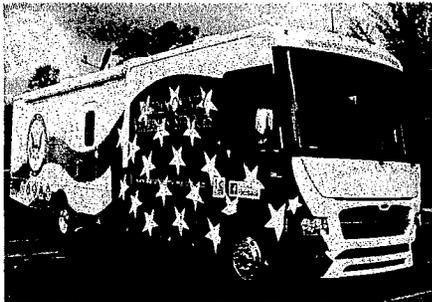
ICE CREAM

LIVE ENTERTAINMENT BY
RICHARD LYNCH AND BAND

BOUNCE HOUSES
FACE PAINTING
BALLOON ANIMALS
CORN HOLE



EVERYTHING IS FREE



THE WARREN COUNTY VETERANS' SERVICE
OFFICE & OUTREACH COACH WILL
BE ON HAND
TO ISSUE STATE OF OHIO VETERAN ID CARDS
(ORIGINAL OR CERTIFIED COPY OF DD214, &
DRIVERS LICENSE REQUIRED FOR
ISSUANCE).
WE CAN ALSO ORDER LOST DISCHARGES &
RECORDS, AND OFFER
INFORMATION ABOUT YOUR LOCAL, STATE, &
FEDERAL BENEFITS.

CALL 513-695-2504 IF YOU HAVE ANY QUESTIONS
CONCERNING THIS EVENT.

THIS EVENT, HONORING OUR WARREN COUNTY VETERANS, IS A
COLLABORATIVE EFFORT BETWEEN THE WARREN COUNTY
VETERANS' SERVICE OFFICE AND THE B.P.O. ELKS # 422 OF
LEBANON, OHIO

(THIS IS A FAMILY FRIENDLY, ALCOHOL FREE EVENT)



CALLS FOR SERVICE

From Date: 7/1/2021 12:00:00am

To Date: 7/31/2021 11:59:59pm

Type Description	Count
911 Hangup	15
911 Silent	9
Animal Complaint	3
Attempt to Locate	3
Business Check	114
Citizen Assist	5
Civil Process	34
Criminal Warrant	4
Domestic Violence - Physical	1
Domestic Violence - Verbal	1
Domestic Violence - Verb. W/Weapons	2
Escort	7
Extra Patrol	108
Fire - Electric Hazard	1
Fire - Fire Alarm	3
Fire - Smoke Investigation	1
Fire - Structure Fire	2
Follow Up Investigation	11
Fraud/Deception - Past	1
Intoxicated Driver	3
Intoxicated Driver - Parked	2
Juvenile Complaint	1
Lock Out	5
Medical	23
Mental Disorder	3
Noise Complaint	2
Open Door / Window	2
Overdose	1
Parking Complaint	1
Phone Call	26
Prisoner Transport	2
Protection Order Violation	4
Recovered Property	1
Road Hazard/Disabled Vehicle	10
Solicitor Complaint	1
Special Detail	4
Suspicious Person	5
Suspicious Vehicle	5
Traffic Crash Non Injury	5
Traffic Offense	6
Traffic Stop	117
Unknown Nature	4
Utility Problem	4
Warrant Confirmation	4
Well Being Check	4
TOTAL	570

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for July 2021

Page : 1
Report Date : 08/02/2021
Report Time : 13:31:20

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$0.00	\$0.00	\$10.00
COMPUTER FUND	\$576.00	\$3,086.00	\$2,348.00
LOCAL COSTS	\$2,408.00	\$13,301.00	\$9,939.75
Additional Costs	\$0.00	\$39.00	\$29.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$6,437.50	\$38,335.00	\$27,791.00
Fees			
Fees	\$0.00	\$1,334.50	\$2,326.69
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-1,035.41
Bond Forfeits			
Bond Forfeits	\$0.00	\$125.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$9,421.50	\$56,220.50	\$41,409.03
State Revenue From:			
Court Costs			
GENERAL REVENUE	\$0.00	\$0.00	\$15.00
VICTIMS OF CRIME	\$576.00	\$3,069.00	\$2,336.75
DRUG LAW ENFORCEMENT FUND	\$224.00	\$1,130.50	\$847.00
INDIGENT DEFENSE SUPPORT FUND	\$1,610.00	\$8,515.00	\$6,420.00
Total to State:	\$2,410.00	\$12,714.50	\$9,618.75
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$96.00	\$484.50	\$363.00
Restitution			
Restitution	\$0.00	\$140.00	\$2,383.77
Total to Other:	\$96.00	\$624.50	\$2,746.77
TOTAL REVENUE *	\$11,927.50	\$69,559.50	\$53,774.55
*Includes credit card receipts of	\$1,987.50	\$21,751.50	\$20,041.77

END OF REPORT