



## COUNCIL AGENDA

**Monday, August 1, 2022 - 7:00 pm**  
**Waynesville Municipal Building**

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
  - Council, July 5, 2022 at 7:00 p.m.
  - Special Council Meeting, July 28, 2022
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
  - Standing Council Committees
    - a) Finance Committee
    - b) Public Works Committee
    - c) Special Committees
  - Village Manager's Report
  - Police Report
  - Finance Director's Report
  - Law Directors Report
- VIII. New Business:
  - Application of Lyle Anthony for open BZA position

**Legislation:**

**Reading of Ordinances and Resolutions:**

**First Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2022 - 032**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH THE WAYNESVILLE AREA HERITAGE & CULTURAL CENTER AT THE FRIEND'S HOME, INC.

**RESOLUTION NO. 2022 - 033**

PROPOSING A RENEWAL POLICE LEVY AS SET OUT IN OHIO REVISED CODE SECTION 5705.19(J) TO BE SUBMITTED TO THE ELECTORS

**RESOLUTION NO. 2022 - 034**

PROPOSING A RENEWAL STREET LEVY AS SET OUT IN OHIO REVISED CODE SECTION 5705.19(G) TO BE SUBMITTED TO THE ELECTORS

**ORDINANCE NO. 2022-035**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$4,336.08 FOR MICRO SURFACING PROJECT PHASE 3 AND DECLARING AN EMERGENCY

**Second Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2022-027**

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A POLICE DEPARTMENT SPECIAL DUTY DETAIL AGREEMENT FOR THE 2022 OHIO SAUERKRAUT FESTIVAL

**Tabled:**

None

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**August 15, 2022 at 7:00 pm**

*Upcoming Meetings and Events:*

Public Works, August 1, 2022 @ 6:00 p.m.

Finance Meeting, August 18, 2022 @ 5:00 p.m.

**Village of Waynesville  
Council Meeting Minutes  
July 5, 2022 at 7:00 pm**

**DRAFT**

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

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

*CLERK’S NOTE- This is a summary of the Village Council Meeting held on Tuesday, July 5, 2022.*

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

Roll Call – 7 present

At 7:03 p.m. Mayor Isaacs opened the public hearing for the 2023 Village of Waynesville’s Tax Budget. With no input or questions, the public hearing was closed at 7:05 p.m.

**Mayor Acknowledgements**

The Village had a fantastic Fourth of July weekend. The Main Street clock dedication went great with Senator Wilson and Treasurer Barney Wright attending. The clock dedication was followed by the parade. And that evening the American Legion hosted the best firework display ever.

**Disposition of Previous Minutes**

Mrs. Miller made a motion to approve the minutes for the Council meeting on June 20, 2022 as corrected and Ms. Dedden seconded the motion.

Motion – Miller

Second – Dedden

Roll Call – 7 years

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**Public Recognition/Visitor’s Comments**

None

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**Old Business**

Ms. Dedden made a motion to have an ordinance written up to approve the contract to donate the Lockup to the Friend’s Museum and was seconded by Mr. Gallagher.

Motion – Dedden  
Second – Gallagher

**Roll Call – 6 yeas (Isaacs, Lauffer, Miller, Colvin, Dedden, Gallagher)  
1 abstain (Blankenship)**

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**Reports**

**Finance**

Ms. Dedden stated the Finance Committee meeting is scheduled for Thursday, July 21<sup>st</sup>, 2022 but would recommend canceling the meeting. Currently, there is nothing pending. The budget should be approved tonight, and the renewal of the levies is being finalized.

Mr. Lauffer moved to cancel the Finance meeting scheduled for July 18<sup>th</sup> and the motion was seconded by Mr. Blankenship.

Motion – Lauffer  
Second – Blankenship

**Roll Call – 7 yeas**

**Public Works Report**

Public Works met this evening and discussed future and ongoing projects for the Village. The next meeting is on August 1, 2022 at 6:00 p.m. and the public is encouraged to attend.

**Special Committee Reports**

None

**Village Manager Report**

- Provided the chain of events that occurred for the Fourth of July festivities on July 2. Would like to thank Mayor Isaacs, Ms. Dedden, Mrs. Miller, Mr. Colvin, and Mr. Blankenship for coming to the Main Street clock dedication. Currently, the north side of the clock is not working. Barry from Hour House should be fixing it soon and suspects that the arms got tangled

when the clock was moved. Thank you to Cindy Menth, who helped organize the clock ceremony to celebrate the 225<sup>th</sup> anniversary of the Village of Waynesville. Mayor Isaacs did a great job presenting the proclamation.

- The parade followed the clock ceremony and went very smoothly. Received many compliments on the police presence at the parade.
- Received the ranking for the PY37 OPWC Grant for 2024 and the Village has a very good chance of being selected. This is for the second phase of Franklin Road.
- Provided progress photos of the clock. Thank you to all those that helped prepare the clock for the ceremony. It was a great collaborative effort between the Village, Township, merchants, and Foley family.
- The bricks of the water distribution center were getting damaged from the water overflow. Andy Ray has wrapped the bottom in diamond-cut aluminum panels to help protect the bricks. A new upgraded 220-amp electrical system has been installed. Furthermore, the overhead power line to the new building is against code, so the water department is running a line underground.
- Provided photos of the lamppost pole that fell on Robindale. Contacted Miami Valley Lighting and they will replace the pole as well as test other poles and change those out as needed. It is the responsibility of Miami Valley to maintain these poles.
- The Abbreviated Safety Fund amount that can be applied for increased from 250K to 500K for 2023. The Village has applied for the funds to extend the turning lanes at Route 42 and North Street in anticipation of a stop light being installed at this intersection. If the Village is awarded the funds, they can be used immediately. The results will be announced in July.
- Thank you to Clearcreek Township for the use of their speed trailer to collect information such as average speed, low speed, high speed, and amount of traffic. This will be used to present a case to reduce the speed limit on Route 73 from 50 mph to 45 mph. Hoping to see about reducing it lower to 35 mph.
- Provided updates on the Wayne Local Performing Arts Building. The project is moving along, and the school hopes to have it done before school starts.
- The Lockup contract has been provided for review to transfer the building to the Friend's Museum. If Council approves, an ordinance will be ready at the next Council meeting.

## **Police Report**

- Calls for service and Mayor's Court month-end reports have been provided for June.

- Code Enforcement report has also been provided for review.
- Franklin firing range had a meeting to update departments on needed upgrades to the range. The range will have to start charging departments to use it. Currently, the Waynesville Police Department uses the range for qualifying every year. Would like to see about the possibility of installing a range down by the maintenance garage
- Provided photos of Keith Anderson's retirement as assistant prosecutor for Warren County. The Warren County Veteran's Commission presented him with a plaque for his service.

Mr. Colvin asked if any property was damaged when the lamppost fell on Robindale and who would be responsible for any damages. Chief Copeland responded he was not sure if there was any damage but will follow up. He also added that damages may fall under the homeowner's insurance or Miami Valley Lighting may be responsible but does not believe the Village is responsible.

### **Finance Director Report**

None

### **Law Report**

- State legislature is on summer recess and will not return until after the general election.

### **New Business**

Mayor Isaacs made a motion to appoint Ms. Toth to the Parks and Recreation Board and Ms. Dedden seconded the motion.

Motion – Isaacs  
Second – Dedden

### **Roll Call – 7 yeas**

### **Legislation**

#### **First Reading of Ordinances and Resolutions**

Ordinance No. 2022-027

Authorizing The Village Manager to Execute a Police Department Special Duty Detail Agreement for the 2022 Ohio Sauerkraut Festival

Mrs. Miller made a motion to have the first reading for Ordinance 2022-027 and Ms. Dedden seconded the motion.

Motion – Miller  
Second – Dedden

Chief Copeland stated that this was the same agreement as last year. Mr. Lauffer asked if the pay rate was lower than what police officers normally get paid. Chief Copeland explained that the Village tries to help the Chamber keep costs low and what is listed in the contract is minimum pay.

**Roll Call – 7 yeas**

**Resolution No. 2022-028**

Requesting Information from County Auditor for Purposes of Evaluating and Levying a Tax Exceeding the 10-Mill Limitation and Declaring an Emergency (7 Mill Police Levy Renewal)

Mrs. Miller made a motion to waive the two-reading rule for Resolution 2022-028 and Mr. Blankenship seconded the motion.

Motion – Miller  
Second – Blankenship

Ms. Dedden explained this is asking the auditor to give information on the amount of funds the Village would receive for the renewal of the levy. It is the first step to having the levy renewals placed on the ballot.

**Roll Call – 7 yeas**

Mr. Colvin made a motion to adopt Resolution 2022-028 as an emergency and Mr. Gallagher seconded the motion.

Motion – Colvin  
Second – Gallagher

**Roll Call – 7 yeas**

**Resolution No. 2022-029**

Requesting Information from County Auditor for Purposes of Evaluating and Levying a Tax Exceeding the 10-Mill Limitation and Declaring an Emergency (1 Mill Street Levy Renewal)

Mr. Colvin made a motion to waive the two-reading rule for Resolution 2022-029 and Mr. Gallagher seconded the motion.

Motion – Colvin  
Second – Gallagher

**Roll Call – 7 yeas**

Mrs. Miller made a motion to adopt Resolution 2022-029 as an emergency and Mr. Gallagher seconded the motion.

Motion – Miller  
Second – Gallagher

**Roll Call – 7 yeas**

**Second Reading of Ordinances and Resolutions**

**Resolution No. 2022-024**

A Resolution Approving the 2023 Annual Tax Budget for the Village of Waynesville and Declaring an Emergency

Ms. Dedden made a motion to adopt Resolution 2022-024 as an emergency and Mrs. Miller seconded the motion.

Motion – Dedden  
Second – Miller

**Roll Call – 7 yeas**

**Resolution 2022- 025**

A Resolution Authorizing All Actions Necessary to Effect a Governmental Electricity Aggregation Program with Opt-Out Provisions Pursuant to Section 4928.20, Ohio Revised Code, Directing the Warren County Board of Elections to Submit A Ballot Question to the Electors.

Mr. Gallagher made a motion to adopt Resolution 2022-025 and Ms. Dedden seconded the motion.

Motion – Gallagher  
Second – Dedden

**Roll Call – 7 yeas**

Chief Copeland asked Council if they would like him to move forward and contact companies that the Village would partner with if the aggregate is approved by the voters. He explained if the Village chooses a company, that company would advertise and educate the public on the program. Mr. Colvin asked if this would require a contractual agreement for the Village. Chief Copeland responded that yes it would be. Mr. Gallagher asked if there has been any discussion of numbers. Chief Copeland explained that the companies cannot do that until the aggregate program is approved by the voters. Mr. Lauffer wanted to ensure that the Village could enter into an agreement with a company before the aggregate is approved by the voters. Chief Copeland said that if the aggregate program is turned down by the voters, then the company cannot do anything and to include this as part of the agreement. Mr. Gallagher asked if the Council could have any say on what information the company uses to interact with the public. He wants to ensure that the company does not put false information out there and make false promises. Mr. Forbes responded that it would depend on the contract. In previous contracts he has done for other municipalities there is a clause that the governmental agency must approve anything the company sends out. Chief Copeland said he could have companies at the next Public Works Meeting in August to give presentations so Council can help make the decision on which company to select.

**Resolution 2022-026**

A Resolution Authorizing All Actions Necessary to Effect a Governmental Natural Gas Aggregation Program with Opt-Out Provisions Pursuant to Section 4929.26, Ohio Revised Code, Directing the Warren County Board of Elections to Submit a Ballot Question to the Electors of Village of Waynesville

Mr. Colvin made a motion to adopt Resolution 2022-026 and Mr. Gallagher seconded the motion.



Motion – Colvin  
Second – Gallagher

Mr. Colvin asked if there would be two separate companies for gas and electric. Chief Copeland responded that usually, one company handled both gas and electric.

**Roll Call – 7 yeas**

**Tabled Ordinances and Resolutions**

None

**Executive Session**

None

Ms. Dedden made a motion to appoint Lt. Bledsoe as acting manager from July 18 - July 22, 2022 and the motion was seconded by Mr. Lauffer.

Motion – Dedden  
Second – Lauffer

**Roll Call – 7 yeas**

At this time, it was discussed that Chief Copeland, Ms. Morley, Mr. Forbes, and Mr. Colvin would all be absent from the July 18, 2022 Council meeting. It was explained that Ms. Morley no longer has an assistant to fill in for her absences.

Ms. Dedden made a motion to cancel the July 18<sup>th</sup>, 2022 council meeting due to absences and Mr. Colvin seconded the motion.

Motion – Dedden  
Second – Colvin

**Roll Call – 7 yeas**

Mr. Colvin stated that with the appointment of Ms. Toth, the Parks and Rec Board has a quorum and can now meet. The current members are Mr. Colvin, Mr. Lauffer, and Ms. Toth. He will plan a meeting for next month.

All were in favor to adjourn at 7:53 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jamie Morley, Clerk of Council

**Village of Waynesville  
Special Council Meeting Minutes  
July 28, 2022 at 7:00 pm**

**DRAFT**

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

Village Staff Present: 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 Thursday, July 28, 2022.*

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Mayor Isaacs called the meeting to order at 3:00 p.m.

Roll Call – 7 present

**New Business**

Chief Copeland thanked all the Council members for being able to meet today for the special Council meeting. It was necessary for the meeting to approve legislation to allow the Village Manager to prepare and submit the OPWC Grant application for Third Street and Franklin Road Phase I. The applications are due tomorrow. Chief Copeland introduced Jake Bertke from Choice One.

Mr. Bertke thanked Council for meeting today. He explained that he unintentionally assumed the cooperative agreement legislation included permission for the Village Manager to apply for the OPWC. It was not until he was going over the final application that he realized the Village still needed to adopt this legislation.

**Legislation**

**First Reading of Ordinances and Resolutions**

**Ordinance No. 2022 - 030**

Authorizing The Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation

Improvement Program(S) and to Execute Contracts as Required and Declaring an Emergency (Third Street)

Ms. Dedden made a motion to waive the two-reading rule for Ordinance 2022-030 and Mr. Blankenship seconded the motion.

Motion – Dedden  
Second – Blankenship

**Roll Call – 7 yeas**

Mr. Gallagher made a motion to adopt Ordinance 2022-030 as an emergency and Mr. Colvin seconded the motion.

Motion – Gallagher  
Second – Colvin

**Roll Call – 7 yeas**

**Ordinance No. 2022-031**

Authorizing The Village Manager to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(S) and to Execute Contracts as Required and Declaring an Emergency (Franklin Road, Phase I)

Mrs. Miller made a motion to waive the two-reading rule for Ordinance 2022-031 and Mr. Lauffer seconded the motion.

Motion – Miller  
Second – Lauffer

**Roll Call – 7 yeas**

Mr. Colvin made a motion to adopt Ordinance 2022-031 as an emergency and Ms. Gallagher seconded the motion.

Motion – Colvin  
Second – Gallagher

**Roll Call – 7 yeas**

All were in favor to adjourn at 3:20 p.m.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jamie Morley, Clerk of Council

# Council Report

August 1, 2022

Chief Copeland

## Manager

- The abbreviated safety study for the traffic turn lanes on SR 42 was submitted to ODOT, we received information that the project will not be approved. After the project application was reviewed by the safety committee, they recommended that we apply for the formal safety funding round and not the abbreviated. The formal applications are due by August 31<sup>st</sup>. The formal safety funding is a 90-10 match. Our preliminary estimate for the project was at \$1.2 million, which includes construction and all design costs. As a result of going for formal safety funds, the Village's match would be around \$120,000 for the entire project (including the traffic signals and turn lanes), as opposed to the \$700,000 that would have been required with the abbreviated safety. This funding route should follow the similar construction timeline that we were planning for with the abbreviated application.
- I have provided a copy of the data collected by Clearcreek Township Police Department's speed trailers set up on SR73 near Main Street. Please take an opportunity to review the information. I found the statistics to be very interesting and useful. I will be taking the next steps to present a full report, including this data collected, to the Ohio Department of Transportation. This is an effort to reduce the speed limit on SR73 in the Village.



- Public Works will be meeting at 6pm on August 1<sup>st</sup>. There will be presentations provided regarding electric and gas aggregation. Jay Sell from Aspen Energy will be at 6pm and Joe Garrett from Trebel LLC Energy Services will be at 6:30pm. We have approved an ordinance to put an aggregation on the ballot and now we are seeking an aggregation specialist to work with the Village throughout the election process.
- I located a discrepancy with the paving job done by Brown Paving last year on Adamsmoor. I contacted Vic from Brown Paving and he met with me. They returned to the location and corrected the issue. I have provided before and after photos below.



- Council will be discussing the approval of the ordinance to transfer the Lockup over to the Museum. The only issue is the transfer may require a new legal description of the property for the county records. If that is required, our Village codes require the third-party expense to be paid by the museum. This is because it will benefit the Museum and should not be paid with tax dollars.
- I want to thank Ron James for helping the Village with our levy accounts. All the appropriate paperwork has been submitted to the County. He has always been a supporter of the police department and helped us with many projects. We appreciate the relationship between the schools and police. Council will be voting on putting the renewal levies on the ballot and will need to waive the two-reading rule to submit it within the deadline.
- Congressman Chabot will be in Waynesville on Friday, August 19<sup>th</sup> from 12pm – 1pm and would like to treat the members of Council to lunch. The lunch tentatively will be at the Stone House Tavern depending on the number of participants. He will be sharing in a general discussion and elected officials update. Please let me know if you plan on attending and I will provide David McCandless with a final head count.

- Because of the change in technology and county codes, we are upgrading our electric service at the Sawyer building. In addition, we had to bring it up to county codes which requires the electric line to be moved from overhead and buried. Andy, Nelson, Brian, and Greg worked together to get this project done. We are still working on upgrading our electronic card readers. Photos are provided for your review and the location is ready to be micro-surfaced.



- Council will be voting on an ordinance to micro-surface Hilltop Court and approximately 20-30 yards of Miami Street in front of the Waynesville Museum. These locations were recommended by a few council members and the total cost to add these two locations is \$4,338.07. They are scheduled to be in Waynesville to do all our locations in September.
- The final application for the PY37 OPWC grant was submitted on July 28, 2022. This is for the new waterlines and repaving of Third Street and the lower half of Franklin Road. This is for the year 2023 project. The upper half of Franklin is the pre-application I submitted last month for the PY38 OPWC grant which is a year 2024 project.

- I provided Council with a video of the Covey Station water tower inspection on 7/26/22, which expires on July 31<sup>st</sup> and cannot be viewed after that. After reviewing the video and report with Nelson, it is his recommendation that we wait a few years to address the recommendations provided.
- The Wachs valve turner, hydraulic vac, and pressure washer unit arrived. I have provided pictures of the piece of equipment.

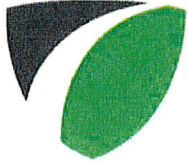


- I will be out from August 11<sup>th</sup> - August 21<sup>st</sup> and I would like Council to approve Sgt Denlinger as Acting Manager during that time to sign purchase orders and review billing.

## Police

- On May 3, 2022, Sgt Denlinger responded to a non-breather rescue call on 6<sup>th</sup> Street. Sgt. Denlinger was the first person on scene and began administering CPR until the WTFD EMTs arrived. Sgt. Denlinger's actions resulted in a life saved. Sgt. Denlinger was presented the Lifesaver Award from the Medical Director of Premier Health. I will be acknowledging his actions by presenting him with a Lifesaving ribbon at the August 1, 2022 Council meeting.





Start: 2022-06-20

End: 2022-07-04

Times: 0:00-23:59

# Speed Summary

SR 73 @ waynesville Limits WB, WB

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 100

## Overall Summary

Total Days of Data: 15

Speed Limit: 55

Average Speed: 39.56

50th Percentile Speed: 41.81

85th Percentile Speed: 48.27

Pace Speed Range: 39-49

Minimum Speed: 10

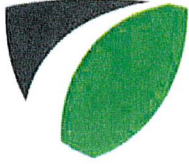
Maximum Speed: 79

Display Mode: Unknown

Average Volume per Day: 6753.2

Total Volume: 101298





Start: 2022-06-20  
 End: 2022-07-04  
 Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 100  
 Time View: By Hour (Total Volumes)

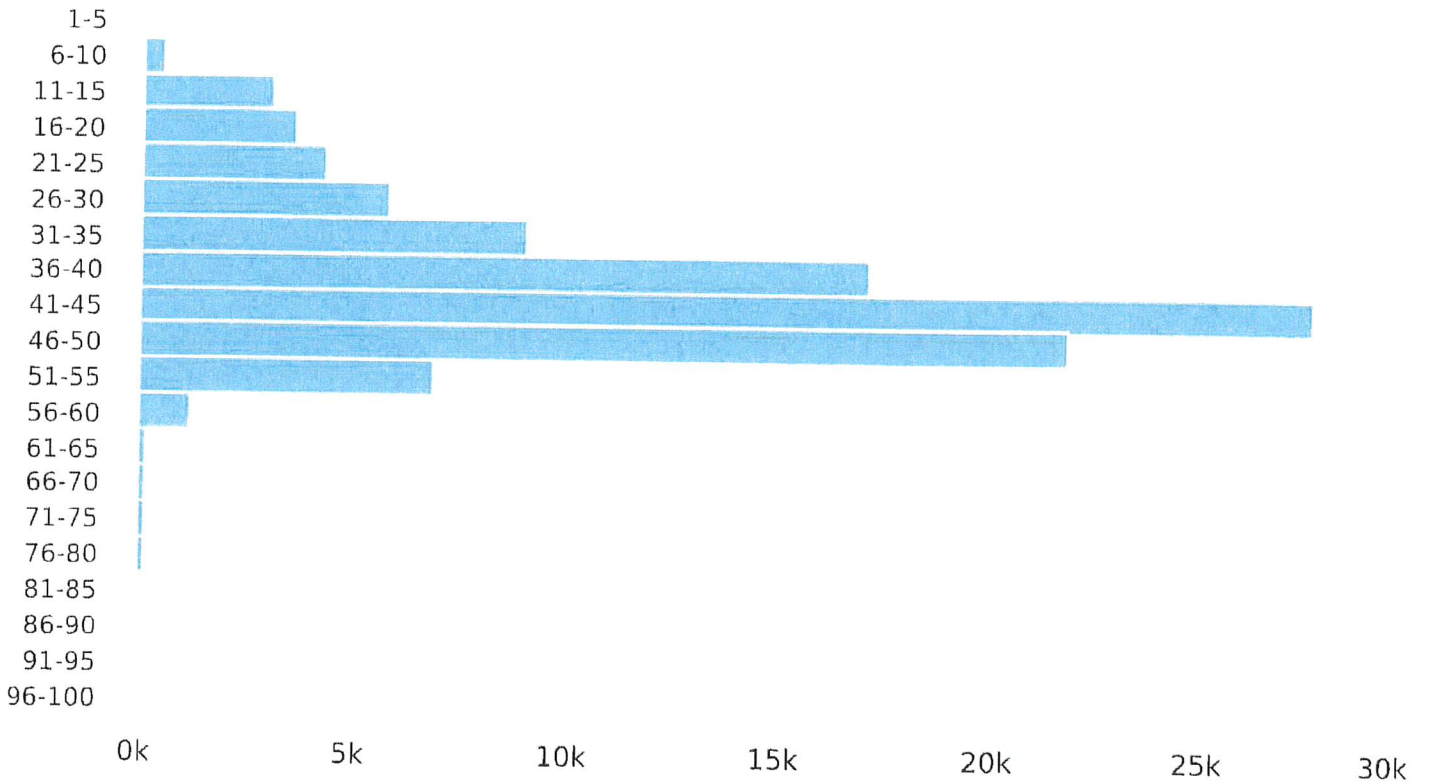
| Time         | 1 to 5   | 6 to 10    | 11 to 15    | 16 to 20    | 21 to 25    | 26 to 30    | 31 to 35    | 36 to 40     | 41 to 45     | 46 to 50     | 51 to 55    | 56 to 60    | 61 to 65   | 66 to 70  | 71 to 75  | 76 to 80 | 81 to 85 | 86 to 90 | 91 to 95 | 96 to 100 | Avg Speed   | Total         |
|--------------|----------|------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|-------------|-------------|------------|-----------|-----------|----------|----------|----------|----------|-----------|-------------|---------------|
| 0:00         | 0        | 5          | 40          | 50          | 47          | 69          | 110         | 196          | 310          | 279          | 106         | 24          | 6          | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 40.1        | 1242          |
| 1:00         | 0        | 5          | 27          | 23          | 35          | 48          | 63          | 125          | 224          | 182          | 66          | 13          | 4          | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 40.1        | 815           |
| 2:00         | 0        | 3          | 33          | 30          | 44          | 59          | 94          | 141          | 168          | 150          | 118         | 22          | 3          | 1         | 0         | 1        | 0        | 0        | 0        | 0         | 39.7        | 867           |
| 3:00         | 0        | 7          | 35          | 46          | 43          | 54          | 60          | 155          | 150          | 190          | 104         | 42          | 7          | 7         | 3         | 0        | 0        | 0        | 0        | 0         | 40.3        | 903           |
| 4:00         | 0        | 9          | 62          | 74          | 82          | 103         | 126         | 257          | 436          | 487          | 214         | 45          | 9          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 40.7        | 1905          |
| 5:00         | 0        | 15         | 172         | 183         | 208         | 233         | 315         | 584          | 975          | 1014         | 393         | 75          | 5          | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 39.7        | 4174          |
| 6:00         | 0        | 34         | 248         | 268         | 285         | 379         | 529         | 801          | 1334         | 1073         | 446         | 85          | 5          | 0         | 2         | 0        | 0        | 0        | 0        | 0         | 38.5        | 5489          |
| 7:00         | 0        | 32         | 218         | 303         | 362         | 497         | 617         | 958          | 1421         | 1197         | 333         | 53          | 7          | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 37.9        | 6000          |
| 8:00         | 0        | 36         | 248         | 304         | 350         | 450         | 633         | 984          | 1473         | 1024         | 311         | 48          | 3          | 0         | 1         | 0        | 0        | 0        | 0        | 0         | 37.5        | 5865          |
| 9:00         | 0        | 39         | 230         | 261         | 306         | 402         | 695         | 1029         | 1481         | 1058         | 284         | 38          | 9          | 0         | 1         | 0        | 0        | 0        | 0        | 0         | 37.8        | 5833          |
| 10:00        | 0        | 47         | 207         | 236         | 271         | 395         | 600         | 965          | 1450         | 1038         | 296         | 34          | 6          | 2         | 1         | 0        | 0        | 0        | 0        | 0         | 38.1        | 5548          |
| 11:00        | 0        | 27         | 140         | 194         | 251         | 382         | 593         | 1094         | 1610         | 1188         | 282         | 41          | 4          | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 39.0        | 5808          |
| 12:00        | 0        | 29         | 143         | 171         | 225         | 390         | 508         | 1082         | 1595         | 1131         | 325         | 51          | 7          | 3         | 1         | 0        | 0        | 0        | 0        | 0         | 39.3        | 5661          |
| 13:00        | 0        | 23         | 134         | 167         | 228         | 327         | 513         | 1020         | 1543         | 1199         | 329         | 45          | 5          | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 39.6        | 5533          |
| 14:00        | 0        | 26         | 141         | 139         | 228         | 317         | 505         | 1046         | 1776         | 1294         | 374         | 58          | 4          | 2         | 0         | 0        | 0        | 0        | 0        | 0         | 40.1        | 5910          |
| 15:00        | 0        | 19         | 102         | 133         | 162         | 240         | 447         | 1001         | 1855         | 1454         | 412         | 52          | 8          | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 41.1        | 5885          |
| 16:00        | 0        | 14         | 108         | 114         | 186         | 255         | 443         | 1060         | 2069         | 1504         | 362         | 51          | 7          | 3         | 1         | 0        | 0        | 0        | 0        | 0         | 41.1        | 6177          |
| 17:00        | 0        | 18         | 132         | 152         | 181         | 204         | 409         | 970          | 1737         | 1399         | 394         | 51          | 8          | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 40.8        | 5657          |
| 18:00        | 0        | 24         | 93          | 139         | 174         | 199         | 331         | 770          | 1352         | 1247         | 405         | 75          | 13         | 2         | 0         | 0        | 0        | 0        | 0        | 0         | 41.1        | 4824          |
| 19:00        | 0        | 16         | 144         | 160         | 163         | 216         | 361         | 726          | 1284         | 1094         | 365         | 66          | 8          | 4         | 0         | 0        | 0        | 0        | 0        | 0         | 40.3        | 4607          |
| 20:00        | 0        | 19         | 149         | 189         | 197         | 195         | 416         | 794          | 1271         | 931          | 317         | 61          | 21         | 6         | 1         | 0        | 0        | 0        | 0        | 0         | 39.6        | 4567          |
| 21:00        | 0        | 21         | 145         | 144         | 132         | 193         | 335         | 696          | 1011         | 762          | 231         | 43          | 6          | 2         | 3         | 2        | 0        | 0        | 0        | 0         | 39.2        | 3726          |
| 22:00        | 0        | 13         | 60          | 79          | 82          | 124         | 211         | 436          | 723          | 549          | 222         | 48          | 5          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 40.5        | 2553          |
| 23:00        | 0        | 8          | 54          | 53          | 72          | 89          | 150         | 275          | 417          | 386          | 194         | 48          | 2          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 40.5        | 1749          |
| <b>Total</b> | <b>0</b> | <b>489</b> | <b>3065</b> | <b>3612</b> | <b>4314</b> | <b>5820</b> | <b>9064</b> | <b>17165</b> | <b>27665</b> | <b>21830</b> | <b>6883</b> | <b>1169</b> | <b>162</b> | <b>39</b> | <b>18</b> | <b>3</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>  | <b>39.5</b> | <b>101298</b> |



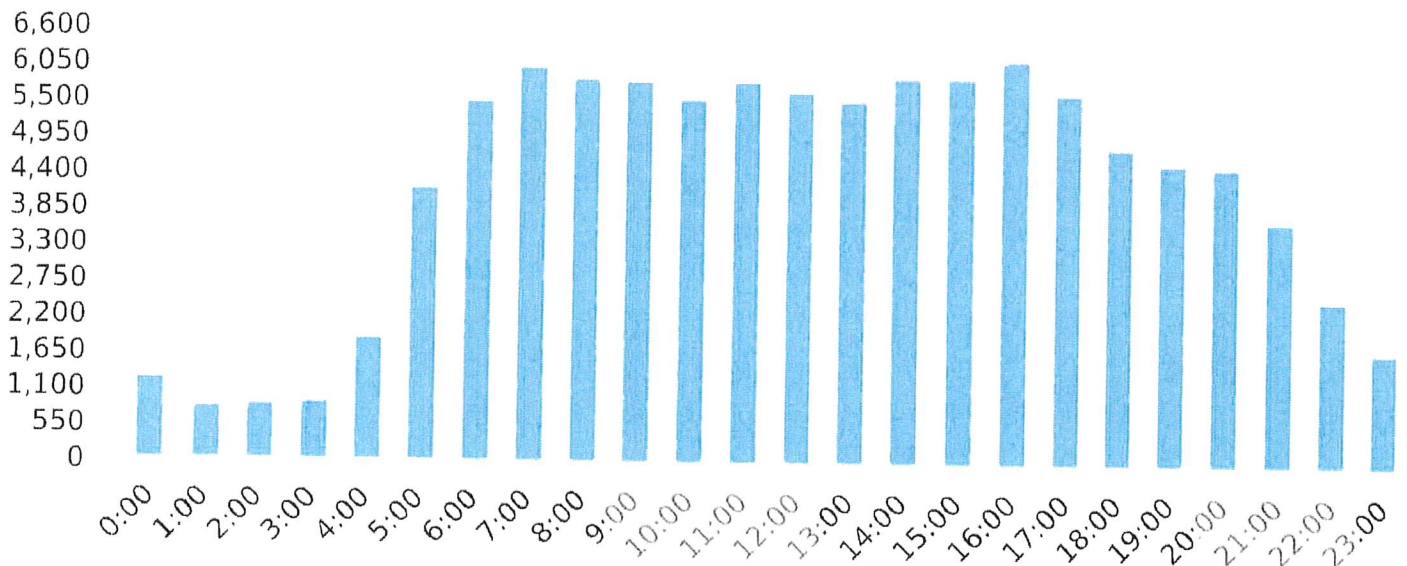
Start: 2022-06-20  
 End: 2022-07-04  
 Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 100  
 Time View: By Hour (Total Volumes)

**Total Volume by Speed Distribution**



**Volume over Time**





# Speed Summary

SR 73 @ Waynesville limits EB, EB

Start: 2022-07-01

End: 2022-07-08

Times: 0:00-23:59

Violation Threshold: Speed Limit + 10

Speed Range: 1 to 100

## Overall Summary

Total Days of Data: 8

Speed Limit: 55

Average Speed: 49.58

50th Percentile Speed: 49.72

85th Percentile Speed: 54.58

Pace Speed Range: 45-55

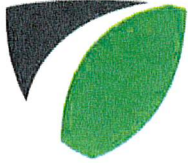
Minimum Speed: 14

Maximum Speed: 81

Display Mode: Unknown

Average Volume per Day: 2649.8

Total Volume: 21198



Start: 2022-07-01

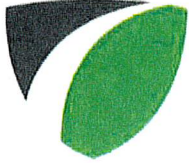
End: 2022-07-08

Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 100

Time View: By Hour (Total Volumes)

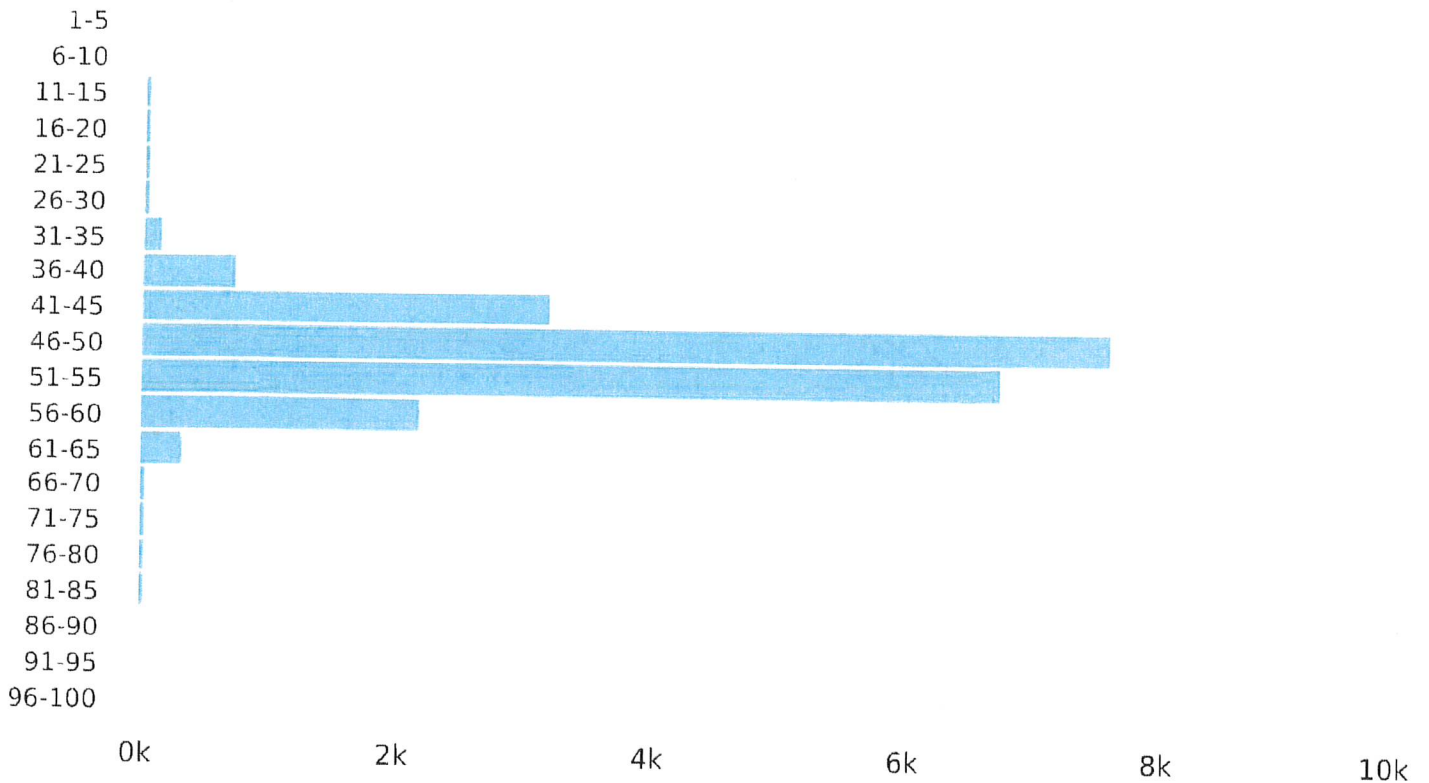
| Time         | 1 to 5   | 6 to 10  | 11 to 15 | 16 to 20 | 21 to 25  | 26 to 30  | 31 to 35   | 36 to 40   | 41 to 45    | 46 to 50    | 51 to 55    | 56 to 60    | 61 to 65   | 66 to 70  | 71 to 75  | 76 to 80 | 81 to 85 | 86 to 90 | 91 to 95 | 96 to 100 | Avg Speed   | Total        |
|--------------|----------|----------|----------|----------|-----------|-----------|------------|------------|-------------|-------------|-------------|-------------|------------|-----------|-----------|----------|----------|----------|----------|-----------|-------------|--------------|
| 0:00         | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 1          | 12          | 35          | 54          | 10          | 6          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 51.5        | 119          |
| 1:00         | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 0          | 4           | 27          | 22          | 11          | 2          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 51.7        | 67           |
| 2:00         | 0        | 0        | 0        | 0        | 1         | 0         | 2          | 2          | 5           | 22          | 31          | 15          | 5          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 51.5        | 84           |
| 3:00         | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 0          | 4           | 10          | 38          | 30          | 14         | 3         | 2         | 0        | 0        | 0        | 0        | 0         | 55.6        | 101          |
| 4:00         | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 5          | 16          | 53          | 108         | 49          | 13         | 4         | 0         | 0        | 0        | 0        | 0        | 0         | 52.8        | 248          |
| 5:00         | 0        | 0        | 0        | 0        | 0         | 1         | 7          | 8          | 53          | 159         | 200         | 103         | 9          | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 51.2        | 540          |
| 6:00         | 0        | 0        | 0        | 0        | 0         | 0         | 7          | 20         | 96          | 279         | 324         | 98          | 14         | 3         | 1         | 0        | 0        | 0        | 0        | 0         | 50.5        | 842          |
| 7:00         | 0        | 0        | 0        | 0        | 0         | 2         | 5          | 25         | 144         | 376         | 392         | 112         | 11         | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 50.0        | 1068         |
| 8:00         | 0        | 0        | 0        | 0        | 0         | 0         | 1          | 28         | 168         | 469         | 403         | 101         | 17         | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 49.9        | 1189         |
| 9:00         | 0        | 0        | 0        | 1        | 0         | 4         | 16         | 44         | 166         | 478         | 426         | 126         | 19         | 3         | 1         | 0        | 0        | 0        | 0        | 0         | 49.6        | 1284         |
| 10:00        | 0        | 0        | 2        | 4        | 6         | 3         | 12         | 55         | 200         | 503         | 436         | 112         | 21         | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 49.0        | 1354         |
| 11:00        | 0        | 0        | 0        | 0        | 2         | 12        | 22         | 85         | 266         | 550         | 440         | 109         | 11         | 3         | 0         | 0        | 0        | 0        | 0        | 0         | 48.5        | 1500         |
| 12:00        | 0        | 0        | 0        | 0        | 1         | 3         | 11         | 78         | 277         | 638         | 398         | 115         | 17         | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 48.6        | 1539         |
| 13:00        | 0        | 0        | 0        | 0        | 0         | 6         | 17         | 70         | 305         | 554         | 450         | 150         | 18         | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 48.8        | 1570         |
| 14:00        | 0        | 0        | 0        | 1        | 4         | 12        | 21         | 83         | 279         | 545         | 415         | 132         | 31         | 4         | 0         | 0        | 0        | 0        | 0        | 0         | 48.6        | 1527         |
| 15:00        | 0        | 0        | 0        | 0        | 3         | 5         | 18         | 87         | 246         | 537         | 474         | 165         | 15         | 5         | 1         | 0        | 0        | 0        | 0        | 0         | 49.1        | 1556         |
| 16:00        | 0        | 0        | 0        | 0        | 13        | 4         | 3          | 39         | 259         | 619         | 467         | 148         | 21         | 4         | 1         | 0        | 0        | 0        | 0        | 0         | 49.4        | 1578         |
| 17:00        | 0        | 0        | 0        | 0        | 0         | 0         | 3          | 18         | 182         | 470         | 438         | 158         | 21         | 3         | 1         | 0        | 0        | 0        | 0        | 0         | 50.4        | 1294         |
| 18:00        | 0        | 0        | 0        | 0        | 0         | 1         | 5          | 43         | 151         | 362         | 349         | 128         | 12         | 2         | 2         | 1        | 0        | 0        | 0        | 0         | 49.9        | 1056         |
| 19:00        | 0        | 0        | 0        | 0        | 0         | 0         | 3          | 14         | 110         | 316         | 321         | 105         | 22         | 2         | 1         | 0        | 1        | 0        | 0        | 0         | 50.7        | 895          |
| 20:00        | 0        | 0        | 0        | 0        | 0         | 0         | 3          | 18         | 95          | 223         | 211         | 77          | 11         | 1         | 1         | 0        | 0        | 0        | 0        | 0         | 50.1        | 640          |
| 21:00        | 0        | 0        | 0        | 1        | 0         | 0         | 2          | 18         | 92          | 197         | 167         | 61          | 9          | 1         | 0         | 0        | 0        | 0        | 0        | 0         | 49.7        | 548          |
| 22:00        | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 5          | 44          | 155         | 150         | 50          | 11         | 0         | 0         | 0        | 0        | 0        | 0        | 0         | 50.9        | 415          |
| 23:00        | 0        | 0        | 0        | 0        | 0         | 0         | 0          | 1          | 17          | 54          | 60          | 39          | 10         | 3         | 0         | 0        | 0        | 0        | 0        | 0         | 52.4        | 184          |
| <b>Total</b> | <b>0</b> | <b>0</b> | <b>2</b> | <b>7</b> | <b>30</b> | <b>53</b> | <b>158</b> | <b>747</b> | <b>3191</b> | <b>7631</b> | <b>6774</b> | <b>2204</b> | <b>340</b> | <b>47</b> | <b>12</b> | <b>1</b> | <b>1</b> | <b>0</b> | <b>0</b> | <b>0</b>  | <b>49.6</b> | <b>21198</b> |



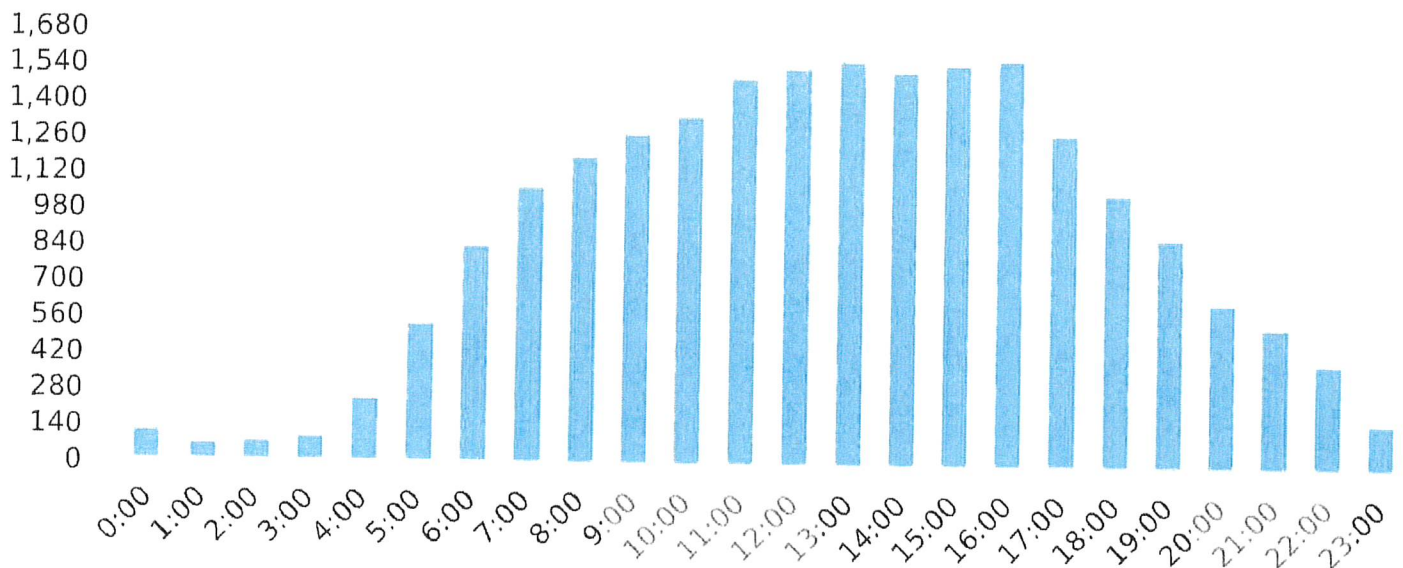
Start: 2022-07-01  
End: 2022-07-08  
Times: 0:00-23:59

Speed Bins: Size 5, Range 1 to 100  
Time View: By Hour (Total Volumes)

**Total Volume by Speed Distribution**



**Volume over Time**



# WAYNESVILLE POLICE DEPARTMENT

## LIFE SAVING AWARD



### Sgt. Jonathan Denlinger

On May 3, 2022, while on routine patrol you responded to a non-breather call at 428 N. 6<sup>th</sup> Street, Waynesville, Ohio. You took immediate action and administered CPR. The cardiac arrest care you provided saved a life with no neurological damage. Your reactionary response warrants the "Life Saving Award" for a job well done.

Presented August 1, 2022

Handwritten signature of Chief G. L. Copeland in blue ink.

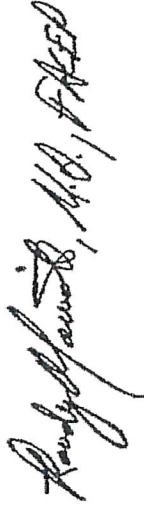
Chief G. L. Copeland

# Lifesaver Award

This award is presented to

**John Denlinger**

*This commendation is awarded for providing excellent cardiac arrest care that saved a life and resulted in a good neurological outcome on 3 May 2022.*



---

Randy Marriott, MD, FACEP  
Medical Director  
Premier Health EMS Center of Excellence



 Premier Health

**ORDINANCE NO. 2022 - 032**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH THE WAYNESVILLE AREA HERITAGE & CULTURAL CENTER AT THE FRIEND'S HOME, INC.**

WHEREAS, the Village is the owner of certain property known as the Engine House/Lockup located at 260 Chapman Street; and

WHEREAS, the Council has determined that it is in the best interest of the Village to sell said property pursuant to certain terms and conditions.

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 purchase agreement with the Waynesville Area Heritage & Cultural Center at the Friend's Home, Inc., substantially in the form of the agreement attached hereto as Exhibit A, incorporated herein by reference.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Council



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between **the Village of Waynesville, Ohio, an Ohio municipal corporation**, located at 1400 Lytle Drive, Waynesville, Ohio 45068 (the "Seller") and **The Waynesville Area Heritage & Cultural Center at the Friend's Home, Inc, an Ohio non-profit corporation** (the "Purchaser").

### RECITALS

- A. Seller is the owner of the real property known as Warren County, Ohio Auditor Parcel no. 0906207012, with the structure located on the Property referred to herein as the "Engine House/Lockup" being located at 260 Chapman Street, in the Village of Waynesville, Ohio (collectively, the "Property"), said Property being more particularly described on Exhibit A attached hereto; and
- B. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Property, on the terms and conditions set forth in this Agreement.
  1. **Recitals.** The Recitals contained above are true and accurate and constitute part of the matters agreed to by the parties.
  2. **Property.** Subject to the terms of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, together with all rights, privileges and easements appurtenant to the Property.
  3. **Purchase Price.** The purchase price for the Property is One and 00/100 Dollar (\$1.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser by immediately available funds on the date of Closing.
  4. **Title.** Purchaser, at its option, and at its sole cost and expense, shall conduct a title examination on the Property and may order a title insurance commitment from the title insurance company of its choice, licensed to provide title insurance in the State of Ohio (the "Title Company") covering the Property and legible copies of all documents shown as exceptions thereon (collectively, the "Commitment"). The Commitment shall commit to issue to Purchaser an owner's policy of title insurance, based on no less than the current Warren County, Ohio Auditor's office market value, insuring Purchaser's title to the Property, subject only to title matters accepted by Purchaser (the "Permitted Exceptions"). The premium charged for said owner's title policy will be paid by Purchaser at the Closing. At any time on or before the date that is thirty calendar days day after the Effective Date of this Agreement (the "Title Review Period"), Purchaser may give Seller written notice specifying any objections that make the Commitment and/or the Survey not acceptable. If no objections are given by such deadline, the Commitment and the Survey shall be deemed acceptable. Purchaser shall allow Seller thirty (30) calendar days after the date on which Seller receives notice of objections in which to make the Commitment acceptable and furnish Purchaser evidence thereof, and Seller, without having any affirmative obligation to make the

Commitment acceptable to Seller, shall undertake reasonable and diligent efforts to do so. If Seller fails or is unable to remove or otherwise cure the Commitment and/or Survey objections within said thirty (30) day period to Purchaser's sole satisfaction, Purchaser shall have the right and option to either: (i) waive the objections, or (ii) terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money.

5. **Conveyance and Closing/Closing Costs.** Seller shall convey marketable title, as defined by the Ohio Marketable Title Act, to the Property by deed of limited warranty in fee simple within forty-five (45 ) calendar days after expiration of the Title Review Period (the "Closing") or within forty-five (45) calendar days, after Seller approval pursuant to Section 11 below, whichever is earlier, free, clear and unencumbered as of Closing, except for the Permitted Exceptions. Seller shall pay for deed preparation and the cost to remove any encumbrances on the Property. In the event that the title examination reveals that a new legal description is required by the Warren County, Ohio Engineer, Purchaser shall pay for the expense of a new survey and legal description. In addition, Purchaser shall pay for the title examination and any other type of survey, the settlement/escrow fee, recording fees, any wire fees and any overnight fees.

6. **Possession.** Possession of the Property shall be given to Purchaser on the date of Closing ("Possession").

7. **Conditions of Post Closing Repair and Maintenance.** Purchaser shall not change and shall preserve the historic nature of the Engine House/Lockup. Purchaser shall make repairs and maintain the Property beginning from the date of Closing and for a period of at least four (4) years, until \_\_\_\_\_, 2026, and Purchaser shall retain all receipts and evidence of those repairs and maintenance. If for any reason, within or at the end of that four (4) year period, Purchaser cannot maintain, repair or continue operation of the Property, Seller shall be notified, and Purchaser shall convey the Property back to Seller by limited warranty deed, subject to Seller's receipt of a clear title examination, for One Dollar (\$1.00). Upon Seller's sale of the Property, Seller shall then reimburse Purchaser for the demonstrable funds expended by Purchaser, proven by Purchaser's receipts for the repair and maintenance of the Engine House/Lockup. If Purchaser surpasses four (4) years without any issues regarding repairs and maintenance on the Property, then Purchaser shall have no obligation to convey the Property to Seller. These obligations shall be set forth on the deed from Seller to Purchaser and the obligations of this Section shall survive the closing and shall not merge with the deed from Seller to Purchaser.

8. **Taxes and Assessments.** Seller is exempt from payment of real estate taxes, as the Property is exempt for being owned by a municipality. Seller makes no representations to Purchaser regarding whether Purchaser may be eligible to qualify for a property tax exemption. Assessments, if any, shall be prorated between the parties, as of Closing, in the manner customary in the location of the Property based on the latest available tax bill, with the amount of any installments of assessments accrued through the Closing date to be deducted from the Purchase Price as a credit from Seller to Purchaser, or paid by Seller to Purchaser at Closing. Purchaser shall thereafter be responsible for paying the tax bills as they become due.

9. **No Representations or Warranties/As-Is Condition.** Acknowledging Purchaser's opportunity to inspect the Property, Purchaser agrees to purchase the Property "AS IS", "WHERE IS", with all faults and conditions thereon. There are no warranties or representataions from Seller to Purchaser regarding any matter concerning any condition of the Property. In purchasing the Property or taking other action hereunder, Purchaser has not and shall not rely on any such statements or disclosures from Seller, but rather, Purchaser shall rely only on Purchaser's own inspection of the Property. Purchaser acknowledges that the Purchase Price reflects and takes into account that the Property is being sold/donated "as is." Purchaser acknowledges and agrees that Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

10. **Brokers.** Purchaser and Seller represent and warrant to each other that they have not employed the services of a real estate broker in connection with this transaction and agree to indemnify and save and hold the other party harmless from any and all liability for or expense in connection with any real estate brokers' commission due or alleged to be due to any real estate broker employed in connection with this transaction.

11. **Offer to Purchase.** If Purchaser executes this Agreement prior to Seller, then this Agreement shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller for a period of **forty-five (45) days** immediately subsequent to the date on which Purchase delivers such executed Agreement to Seller. Purchaser understands that the Agreement is subject to approval by all necessary action of the Village Council of Seller Upon Seller's acceptance and execution of this Agreement within the said period of **forty-five (45) days**, this Agreement shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon all parties hereto.

12. **Miscellaneous.** This Agreement constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of this Agreement. All provisions of this Agreement shall survive the Closing. This Ageement shall be governed by the laws of the State of Ohio. The Effective Date shall be the date upon which the last of the parties executes this Agreement.

13. **Counterpart Documents.** This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

**SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date, the last of the parties has signed and as set forth above.

**SELLER:**

Village of Waynesville, Ohio  
an Ohio municipal corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Gary Copeland  
Title: Village Manager

**PURCHASER:**

The Waynesville Area Heritage & Cultural  
Center at the Friend's Home, Inc, an Ohio  
non-profit corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION:**

Most Half of the lot No 55 in said town also Lots No 14 and 15 in Portiac Shelby County Ohio. To gether with all the privileges and appurtenances to the same belonging, and all to have and to hold the said premises to the only proper use of the said Granville M. Memphis and his heirs and assigns forever. In testimony whereof, the said grantor John P. Deardoff has hereunto set his hand and seal this 25<sup>th</sup> day of April, in the year of our Lord Eighteen Hundred and Eighty one, signed sealed and acknowledged.

in presence of J. S. Meiller }  
Ella B. Leitch }

John P. Deardoff. (S)

The State of Ohio, County of Warren, ss. Be it remembered, that on the 25<sup>th</sup> day of April in the year of our Lord, Eighteen Hundred and Eighty one, before me the undersigned, a Notary Public in & for said County & State personally appeared John P. Deardoff the grantor in the foregoing Instrument, and acknowledged the signing and sealing thereof to be his voluntary act and deed, for the uses and purposes therein mentioned. In testimony whereof, I have hereunto subscribed my name, and affixed my Notarial seal on the day and year aforesaid.

Joe S. Meiller Notary Public (S)  
Warren Co Ohio

Received April 27<sup>th</sup> 1881

at 9-20 o'clock P.M.

Received May 6<sup>th</sup> 1881

Henry H. Deuelman. P.M.

Mary Meeks and husband To The Incorporated Village of Waynesville,  
know all Men by these Presents: That Mary Meeks (in whom the title to the premises herein described is vested & who for the purpose of making this conveyance is hereby joined by her husband, Edward Meeks, all of the village of Waynesville, in Warren County, in the State of Ohio in consideration of the sum of One hundred and fifty (\$50) dollars to them paid by John A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mrs Brown, and Samuel McLeune, as the common council of the Incorporated village of Waynesville, in said County and State the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said J. A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mrs Brown, and Samuel McLeune as the common council aforesaid for the only use and benefit of the said incorporated village of Waynesville) their successors, associates in office and assigns forever, the following real estate, viz: Being part of Lots No one and two in Evans Addition to the town of Waynesville in said County and State, Beginning at the S.W. corner of lot No one, on a twenty feet alley and Tyler Street. Thence Eastwardly with Tyler Street forty feet Thence at right angles with Tyler Street in a Northernly direction 27 1/2 feet to lot No two (2). Thence same course 27 feet into lot No two (2) Thence parallel with Tyler Street in a Westwardly direction forty (40) feet to said Alley, Thence with said Alley in a Southwardly direction fifty four and one half (54 1/2) feet to the beginning, and all the estate title and interest of the said Mary Meeks and Edward Meeks either in Law or equity, of, in and to the said premises: To gether with all the privileges and appurtenances to the same belonging and all the rents issues and profits thereof: To have and to hold the same to the only proper use of the said John A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mrs Brown, and Samuel McLeune, their successors and associates in office, as common council of the Incorporated Village of Waynesville Ohio, their heirs and assigns forever, and the said Mary Meeks, and Edward Meeks, for themselves and for their heirs, executors and admors



**RESOLUTION NO. 2022 - 033**

**PROPOSING A RENEWAL POLICE LEVY AS SET OUT IN OHIO REVISED CODE SECTION 5705.19(J) TO BE SUBMITTED TO THE ELECTORS**

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Village of Waynesville, Warren County, Ohio; and

WHEREAS, the present police levy will expire at the end of tax year 2022; and

WHEREAS, the Village Council wishes to renew the existing police levy for a five-year period of time effective with tax year 2023.

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

Section 1. That it is necessary to levy a tax in excess of the ten mill limitation for the benefit of the Village of Waynesville, Warren County, Ohio, to renew an existing levy.

Section 2. That said tax is for providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs pursuant to Ohio Revised Code Section 5705.19(G).

Section 3. That this tax is to be a renewal at a rate not exceeding 7.00 mills for each one dollar of valuation, which amounts to \$0.70 for each one hundred dollars of valuation for five years commencing with tax year 2023. This tax is a renewal of the existing levy of 7.00 mills.

Section 4. That the question of the renewal tax levy shall be submitted to the electors of the Village of Waynesville at the election at the usual places in said Village on the 8<sup>th</sup> day of November, 2022. The following ballot language shall be used:



VILLAGE OF WAYNESVILLE  
RENEWAL POLICE LEVY

A tax to renew an existing tax for providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs at a rate not exceeding 7.00 mills per dollar of valuation which amounts to \$0.70 per one hundred dollars in valuation for 5 years.

- FOR THE RENEWAL TAX
- AGAINST THE RENEWAL TAX

Section 5. That said levy be placed upon the tax lists commencing with the tax year 2023.

Section 6. That the Clerk of this Council be and is hereby directed to certify copies of this Resolution to the Board of Elections, Warren County, Ohio, immediately after its passage and notify said Board of Elections to cause notice of questions of levying said tax to be given as required by law.

Section 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the Village of Waynesville, hereby certifies this to be a true and exact copy of Resolution No. 2022-\_\_\_, adopted by the Council of the Village of Waynesville on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council

## Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.

The county auditor of Warren County, Ohio, does hereby certify the following:

1. On July 6, 2022, the taxing authority of the Village of Waynesville (political subdivision name) certified a copy of its resolution or ordinance adopted July 5, 2022, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by Seven (7 .0) mills, to levy a tax outside the 10-mill limitation for Police purposes pursuant to Revised Code § 5705.19(J), to be placed on the ballot at the November 8, 2022, election. The levy type is Renewal.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 381,448.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 72,865,600.

Matt Nolan -AD

7/8/22

Auditor's signature

Date

### Instructions

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.

**Worksheet to Calculate Revenue for Form DTE 140R  
When a Taxing Authority Certifies a Rate and Requests  
the Revenue Produced by that Rate for Renewal Levies**

DTE 140R-W2  
Rev. 8/08  
O.R.C. §5705.03(B)

Calculation of Revenue

|  | <u>Tax Value</u> |   | <u>Millage Rate</u> |   |         | <u>Revenue</u> |
|--|------------------|---|---------------------|---|---------|----------------|
| 1. Class I Real – Res/Ag                             | \$ 62,767,240.00 | X | 4 . 98              | ÷ | 1,000 = | \$ 312,580.86  |
| 2. Class II Real – Other                             | \$ 8,277,630.00  | X | 6 . 78              | ÷ | 1,000 = | \$ 56,122.33   |
| 3. Public Utility Personal                           | \$ 1,820,730.00  | X | 7 . 0               | ÷ | 1,000 = | \$ 12,745.11   |
| 4. General Personal                                  | \$ 0.00          | X | 0 . 0               | ÷ | 1,000 = | \$ 0.00        |
| 5. Personal Property Phase-out Reimbursement Payment |                  |   |                     |   |         | \$ 0.00        |
| 6. Total Revenue                                     |                  |   |                     |   |         | \$ 381,448.30  |

**Instructions**

**Line 1.** Enter tax valuation of all Class I real property (residential and agricultural property) included on the tax list most recently certified for collection. Enter the existing effective tax rate in mills for Class I. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 2.** Enter tax valuation of all class II real property (all other real property) included on the tax list most recently certified for collection. Enter the existing effective tax rate in mills for Class II. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 3.** Enter the estimated valuation of public utility personal property for the first tax year the levy will be assessed against public utility personal property. To determine the public utility valuation, please refer to the values in the appropriate spreadsheet available at:

[www.tax.ohio.gov/channels/government/services\\_for\\_local\\_govts.stm](http://www.tax.ohio.gov/channels/government/services_for_local_govts.stm)

**Note:** Public utility personal property taxes are assessed at the same time as real property taxes, except, beginning in 2007, telecommunications property. The public utility values in the spreadsheets reflect the shift of telecommunications property to general business property.

Enter the gross tax rate requested in mills. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 4.** Using the estimated values published on the Department of Taxation's Web site at the address provided above, enter the estimated general personal property value for the first general personal property tax year the levy will be collected. (**Note:** If the first year for which the levy will be assessed against real property is tax year 2008, then the first tax year that levy will be assessed against personal property will be 2009.) Since telecommunications companies are the only general businesses that are still liable for the personal property tax, and then only for tax years 2009 and 2010, only the estimated value of the telecommunications property should be entered on this line. No entries should be made on this line for levies that will first be effective for real property for tax year 2010 or thereafter. Then enter the gross tax rate requested in mills. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 5.** Enter the amount of the reimbursement payment (if any) the subdivision will receive for a qualified renewal levy for the first general personal property tax year the proposed levy will be or would be in effect. (**Note:** If the first year the proposed levy will be assessed against real property is tax year 2008, then the first year that levy will be assessed against personal property will be 2009.)

**RESOLUTION NO. 2022-028**

**REQUESTING INFORMATION FROM COUNTY AUDITOR FOR PURPOSES  
OF EVALUATING AND LEVYING A TAX EXCEEDING THE 10-MILL  
LIMITATION AND DECLARING AN EMERGENCY  
(7 MILL POLICE LEVY RENEWAL)**

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Village of Waynesville, Warren County, Ohio; and

WHEREAS, the present police levy will expire at the end of tax year 2022; and

WHEREAS, R.C. 5705.03 requires the Village Council to obtain certain information from the County Auditor prior to proceeding with the submission of a tax levy to the electors of the City.

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

Section 1. That Village Council has preliminarily determined that the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Village of Waynesville, Warren County, Ohio.

Section 2. That the levy proposed to be placed upon the tax list is a renewal police levy pursuant to R.C. 5705.19(J) commencing with tax year 2023.

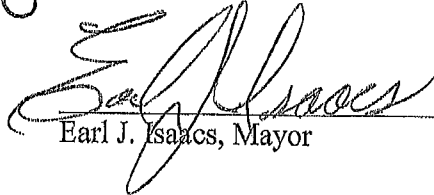
Section 3. That the Village Council hereby requests information from the County Auditor related to the current total tax valuation of the Village and the dollar amount of revenue that would be generated by a levy of tax at a rate not exceeding 7.00 mills for each One Dollar (\$1) valuation.

Section 4. That the Clerk of the Village Council is hereby directed to immediately certify to the County Auditor this Resolution and to obtain from the County Auditor the information requested hereunder.

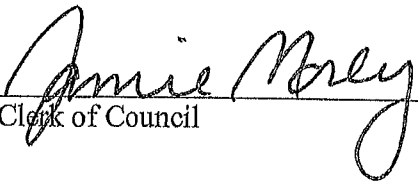
Section 5. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and shall be effective immediately upon its passage. The reason for said emergency is to have the

necessary information available for the Village Council to enable it to put the proposed tax levy on the November 8, 2022 ballot.

Dated this 5<sup>th</sup> day of July, 2022.

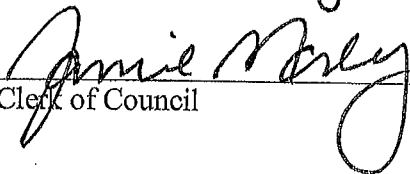
  
\_\_\_\_\_  
Earl J. Isaacs, Mayor

Attest:

  
\_\_\_\_\_  
Annie Morley  
Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the Village of Waynesville, hereby certifies this to be a true and exact copy of Resolution No. 2022-028, adopted by the Council of the Village of Waynesville on July 5, 2022.

  
\_\_\_\_\_  
Annie Morley  
Clerk of Council

**RESOLUTION NO. 2022 - 034**

**PROPOSING A RENEWAL STREET LEVY AS SET OUT IN OHIO REVISED CODE SECTION 5705.19(G) TO BE SUBMITTED TO THE ELECTORS**

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of the Village of Waynesville, Warren County, Ohio; and

WHEREAS, the present street levy will expire at the end of tax year 2022; and

WHEREAS, the Village Council wishes to renew the existing street levy for a five-year period of time effective with tax year 2023.

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

Section 1. That it is necessary to levy a tax in excess of the ten mill limitation for the benefit of the Village of Waynesville, Warren County, Ohio, to renew an existing levy.

Section 2. That said tax is for the purpose of providing for the general construction, reconstruction, resurfacing, and repair of streets, roads, and bridges, pursuant to Ohio Revised Code Section 5705.19(G).

Section 3. That this tax is to be a renewal at a rate not exceeding 1.00 mill for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation for five years commencing with tax year 2023. This tax is a renewal of the existing levy of 1.00 mills.

Section 4. That the question of the renewal tax levy shall be submitted to the electors of the Village of Waynesville at the election at the usual places in said Village on the 8<sup>th</sup> day of November, 2022. The following ballot language shall be used:

VILLAGE OF WAYNESVILLE  
RENEWAL STREET LEVY

A tax to renew an existing tax for the benefit of the Village of Waynesville for the purpose of providing for the general construction, reconstruction, resurfacing, and repair of streets, roads, and bridges at a rate not exceeding 1.00 mill per dollar of valuation which amounts to \$0.10 per one hundred dollars in valuation for 5 years.

- FOR THE RENEWAL TAX
- AGAINST THE RENEWAL TAX

Section 5. That said levy be placed upon the tax lists commencing with the tax year 2023.

Section 6. That the Clerk of this Council be and is hereby directed to certify copies of this Resolution to the Board of Elections, Warren County, Ohio, immediately after its passage and notify said Board of Elections to cause notice of questions of levying said tax to be given as required by law.

Section 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the Village of Waynesville, hereby certifies this to be a true and exact copy of Resolution No. 2022-\_\_\_\_, adopted by the Council of the Village of Waynesville on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council

## Certificate of Estimated Property Tax Revenue

Use this form when a taxing authority certifies a millage rate and requests the revenue produced by that rate.

The county auditor of Warren County, Ohio, does hereby certify the following:

1. On July 6, 2022, the taxing authority of the Village of Waynesville (political subdivision name) certified a copy of its resolution or ordinance adopted July 5, 2022, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by 1 (1 .0) mills, to levy a tax outside the 10-mill limitation for Street Improvement purposes pursuant to Revised Code § 5705.19(G), to be placed on the ballot at the November 8, 2022, election. The levy type is Renewal.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 54,414.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 72,865,600.

Matt Nolan -AD 7/8/22  
Auditor's signature Date

### Instructions

1. "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
2. For purposes of this certification, "subdivision" includes any agency, board, commission or other authority authorized to request a taxing authority to submit a tax levy on its behalf.
3. "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase and (7) replacement with a decrease levies.
4. Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 90 days before the election.



# Worksheet to Calculate Revenue for Form DTE 140R When a Taxing Authority Certifies a Rate and Requests the Revenue Produced by that Rate for Renewal Levies

DTE 140R-W2  
Rev. 8/08  
O.R.C. §5705.03(B)

## Calculation of Revenue

|  | <u>Tax Value</u>        | X | <u>Millage Rate</u> | ÷ | 1,000 | = | <u>Revenue</u>      |
|--|-------------------------|---|---------------------|---|-------|---|---------------------|
| 1. Class I Real – Res/Ag                             | \$ <u>62,767,240.00</u> | X | <u>0 . 71</u>       | ÷ | 1,000 | = | \$ <u>44,564.74</u> |
| 2. Class II Real – Other                             | \$ <u>8,277,630.00</u>  | X | <u>0 . 97</u>       | ÷ | 1,000 | = | \$ <u>8,029.30</u>  |
| 3. Public Utility Personal                           | \$ <u>1,820,730.00</u>  | X | <u>1 . 0</u>        | ÷ | 1,000 | = | \$ <u>1,820.73</u>  |
| 4. General Personal                                  | \$ <u>0.00</u>          | X | <u>0 . 0</u>        | ÷ | 1,000 | = | \$ <u>0.00</u>      |
| 5. Personal Property Phase-out Reimbursement Payment |                         |   |                     |   |       |   | \$ <u>0.00</u>      |
| 6. Total Revenue                                     |                         |   |                     |   |       |   | \$ <u>54,414.77</u> |

## **Instructions**

**Line 1.** Enter tax valuation of all Class I real property (residential and agricultural property) included on the tax list most recently certified for collection. Enter the existing effective tax rate in mills for Class I. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 2.** Enter tax valuation of all class II real property (all other real property) included on the tax list most recently certified for collection. Enter the existing effective tax rate in mills for Class II. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 3.** Enter the estimated valuation of public utility personal property for the first tax year the levy will be assessed against public utility personal property. To determine the public utility valuation, please refer to the values in the appropriate spreadsheet available at:

[www.tax.ohio.gov/channels/government/services\\_for\\_local\\_govts.stm](http://www.tax.ohio.gov/channels/government/services_for_local_govts.stm)

**Note:** Public utility personal property taxes are assessed at the same time as real property taxes, except, beginning in 2007, telecommunications property. The public utility values in the spreadsheets reflect the shift of telecommunications property to general business property.

Enter the gross tax rate requested in mills. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 4.** Using the estimated values published on the Department of Taxation's Web site at the address provided above, enter the estimated general personal property value for the first general personal property tax year the levy will be collected. (**Note:** if the first year for which the levy will be assessed against real property is tax year 2008, then the first tax year that levy will be assessed against personal property will be 2009.) Since telecommunications companies are the only general businesses that are still liable for the personal property tax, and then only for tax years 2009 and 2010, only the estimated value of the telecommunications property should be entered on this line. No entries should be made on this line for levies that will first be effective for real property for tax year 2010 or thereafter. Then enter the gross tax rate requested in mills. Multiply the tax value times the rate and divide by 1,000 to get tax revenue in dollars.

**Line 5.** Enter the amount of the reimbursement payment (if any) the subdivision will receive for a qualified renewal levy for the first general personal property tax year the proposed levy will be or would be in effect. (**Note:** if the first year the proposed levy will be assessed against real property is tax year 2008, then the first year that levy will be assessed against personal property will be 2009.)

RESOLUTION NO. 2022-029

REQUESTING INFORMATION FROM COUNTY AUDITOR FOR PURPOSES  
OF EVALUATING AND LEVYING A TAX EXCEEDING THE 10-MILL  
LIMITATION AND DECLARING AN EMERGENCY  
(1 MILL STREET LEVY RENEWAL)

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Village of Waynesville, Warren County, Ohio; and

WHEREAS, the present street levy will expire at the end of tax year 2022; and

WHEREAS, R.C. 5705.03 requires the Village Council to obtain certain information from the County Auditor prior to proceeding with the submission of a tax levy to the electors of the City.

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

Section 1. That Village Council has preliminarily determined that the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Village of Waynesville, Warren County, Ohio.

Section 2. That the levy proposed to be placed upon the tax list is a renewal street levy pursuant to R.C. 5705.19(G) commencing with tax year 2023.

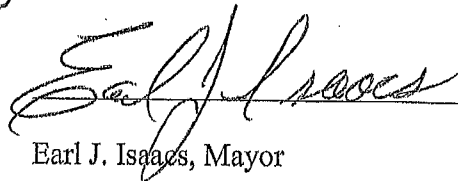
Section 3. That the Village Council hereby requests information from the County Auditor related to the current total tax valuation of the Village and the dollar amount of revenue that would be generated by a levy of tax at a rate not exceeding 1.00 mills for each One Dollar (\$1) valuation (street levy).

Section 4. That the Clerk of the Village Council is hereby directed to immediately certify to the County Auditor this Resolution and to obtain from the County Auditor the information requested hereunder.

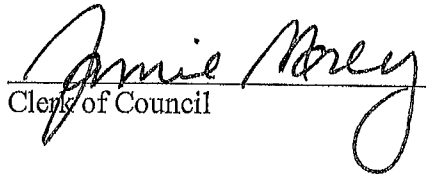
Section 5. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and shall be effective immediately upon its passage. The reason for said emergency is to have the

necessary information available for the Village Council to enable it to put the proposed tax levy on the November 8, 2022 ballot.

Dated this 5<sup>th</sup> day of July, 2022.

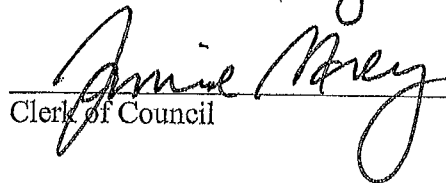
  
\_\_\_\_\_  
Earl J. Isaacs, Mayor

Attest:

  
\_\_\_\_\_  
Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the Village of Waynesville, hereby certifies this to be a true and exact copy of Resolution No. 2022-029, adopted by the Council of the Village of Waynesville on July 5, 2022.

  
\_\_\_\_\_  
Clerk of Council

**ORDINANCE NO. 2022-035**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$4,336.08 FOR MICRO SURFACING PROJECT PHASE 3 AND DECLARING AN EMERGENCY**

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

WHEREAS, Strawser Construction, Inc. submitted the lowest and best proposal for said work with a bid of \$4,336.08.

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 Strawser Construction, Inc. is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Strawser Construction, Inc. for work related to the micro surfacing of certain Village streets 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 \$4,336.08 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

# PROPOSAL

7/27/2022

Waynesville, Ohio  
1400 Lytle Rd  
Waynesville, OH 45068  
(513)897-8010  
[gcopeland@waynesville-ohio.org](mailto:gcopeland@waynesville-ohio.org)

2022 Micro Surfacing Project Phase 3

Mr. Gary Copeland

Strawser Construction Inc. is pleased to present the following proposal for your review.  
All measurements were obtained digitally. Invoice will be billed per field measurement of work in place.  
We will furnish all labor, equipment and materials to complete the following scope of work:  
This project is contracted via ODOT 101G

| Type of Work 1             | Quantity | Unit of Measure | Unit Price | Extension  |
|----------------------------|----------|-----------------|------------|------------|
| Micro Surfacing @20lbs./sy | 1,246.00 | SY              | \$3.48     | \$4,336.08 |
|                            |          |                 |            |            |
|                            |          |                 |            |            |
|                            |          |                 |            |            |
|                            |          |                 |            |            |

**Project Total:** \$4,336.08



A COLAS COMPANY

1392 DUBLIN ROAD – COLUMBUS, OH 43215 – PHONE (614) 276-5501 – FAX (614) 276-0570  
www.strawserconstruction.com

**Conditions:**

- \* Pricing valid for 30 days after the date listed on page 1. If signed proposal has not been accepted and returned within 30 days, SCI has the right to adjust pricing due to the current volatile asphalt index.
- \* Proposed quantities are based on site conditions on: 6/20/2022
- \* Prices are based on 1 mobilization. Work to be completed in 2022.
- \* Unit Price items will be billed per installed quantities.
- \* Prices include sales tax if project is not tax exempt.

**Notes:**

- \* Existing pavement is expected to support the weight of normal construction loads.
- \* Strawser Construction Inc. is not responsible for damage to finished surface by others including humans, animals or vehicles tracking fresh material.
- \* Upon the awarding of the proposal, please supply Strawser Construction Inc. with an Ohio Department of Taxation, Construction Contract Exemption Certificate, if applicable.

Please call with any questions.

Thank you,

Kyle Stricker  
Strawser Construction Inc.  
(513)520-0909  
[kstricker@terryasphalt.com](mailto:kstricker@terryasphalt.com)

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

Above Unit Prices

Payment terms: Net 30 Days

This offer is subject to credit approval from our credit department and will not be binding until mutual agreement on payment terms and conditions.

This account is subjected to a finance charge computed at an annual percentage rate of 18 % on the total past due balance.

Strawser Construction Inc. Authorized Signatures:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Timothy W. Amling, Senior Estimator

\_\_\_\_\_  
Date: \_\_\_\_\_  
Douglas C. Perry, Senior Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days. In the event of purchaser's failure to pay the amount or amounts due, at the times agreed, purchaser hereby authorizes and empowers any attorney of any Court of Record in this State or elsewhere to appear for and enter judgment, with or without declaration against the purchaser, together with all attorney's fees, with release of errors, waiver of right to appeal, waiver of benefit of any appraisalment, stay and exemption laws of this State.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained shall bind the parties hereto.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Funds are available and payment will be made as outlined above.

Please Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

1. Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the material quoted herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by the Seller shall be added to the prices named, unless otherwise stated.
2. The Seller assumes no responsibility for work performed by others outside of the scope of this contract, and denies all liability for items not included in the contract, nor is Seller responsible for any design deficiencies unless such are provided by Seller.
3. If Buyer shall fail to comply with any provision or fail to make payments in accordance with the terms of this contract or of any other contract between Buyer and Seller, Seller may at its option defer further work or, without waiving any other rights it may have, terminate this contract. This contract and the work there under shall be subject to the approval of Seller's Credit Department.
4. There are no understandings, terms, or conditions not fully expressed herein. There is no implied warranty or condition except an implied warranty of title to, and freedom from encumbrance of, the work provided hereunder, and in respect of products bought, by description that they are of merchantable quality. Seller's liability hereunder shall be limited to the obligation to replace material proven to have been defective in quality or workmanship at the time of delivery or allow credit therefore at its option. In no event shall Seller be liable for consequential damages.
5. 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 the 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 Workers' Compensation Insurance.
6. Any disputes under this agreement shall be decided under arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. Each party to bear its own costs.

**Sales and Use Tax**

**Construction Contract Exemption Certificate**

**Identification of Contract:**

Contractee's (owner's) name \_\_\_\_\_  
 Exact location of job/project \_\_\_\_\_  
 Name of job/project as it appears \_\_\_\_\_  
 on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

|   |   |
|---|---|
| <input type="checkbox"/> A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as define in Ohio Revised Code (R.C.) section 5739.02 (8)(12);  | <input type="checkbox"/> Real Property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;   |
| <input type="checkbox"/> Real property under a construction contract with the United States government, its agencies, the State of Ohio or an Ohio political subdivision;   | <input type="checkbox"/> A computer data center entitled to exemption under R.C. 122.175;   |
| <input type="checkbox"/> A horticulture structure of livestock structure for person engaged in business of horticulture or producing livestock;   | <input type="checkbox"/> A building under a construction contract with an organization exempt from taxation under section 501(C)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;                    |
| <input type="checkbox"/> A house of public worship or religious education;  | <input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;   |
| <input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;   | <input type="checkbox"/> Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed). |
| <input type="checkbox"/> Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state; |   |

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name Strawser Construction Inc.  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address 1392 Dublin Road  
 City, state, ZIP Columbus, OH 43215  
 Date \_\_\_\_\_

**Owner/Contractee**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Subcontractor**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_

**Political Subdivision**

Name \_\_\_\_\_  
 Signed by \_\_\_\_\_  
 Title \_\_\_\_\_  
 Street address \_\_\_\_\_  
 City, state, ZIP \_\_\_\_\_  
 Date \_\_\_\_\_





**ORDINANCE NO. 2022-027**

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A POLICE  
DEPARTMENT SPECIAL DUTY DETAIL AGREEMENT FOR THE  
2022 OHIO SAUERKRAUT FESTIVAL**

WHEREAS, the Waynesville Area Chamber of Commerce has approached the Village of Waynesville Police Department in order to obtain special duty detail police officers for the 2022 Ohio Sauerkraut Festival; and

WHEREAS, Council has determined that it is in the best interest of the Village of Waynesville to utilize a standard police department special duty detail agreement.

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

Section 1. That the Village Manager is hereby authorized to execute a standard Village of Waynesville Police Department Special Duty Detail Agreement substantially as set forth on Exhibit "A" which is attached and incorporated herein by reference.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

## VILLAGE OF WAYNESVILLE POLICE DEPARTMENT SPECIAL DUTY DETAIL AGREEMENT

The parties to this Agreement are the Village of Waynesville (hereinafter referred to as the "Village") and the Waynesville Area Chamber of Commerce (hereinafter referred to as the "Company"). The purpose of this Agreement is to provide Special Duty detail services to the Company by police officers employed by the Village.

Now, therefore, the parties, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. The approval to work Special Duty details is at the sole discretion of the Village and its Chief of Police and may be refused depending on the type of Special Duty detail services being requested by the Company.
2. All Special Duty details shall be for a minimum of two (2) hours duration. Special Duty detail rates are a minimum Twenty Dollars (\$20.00) per hour per officer. Minimum cost per officer is Forty Dollars (\$40.00). In the event a Detail Supervisor is needed, this position will be filled at the rank of Sergeant or higher. The detail supervisor will be paid at a minimum rate of Twenty-Five Dollars (\$25.00) per hour.
  - a. For every three officers assigned to the detail, a Detail Supervisor must be hired.
  - b. The Chief of Police will consult with the Company to determine the number of officers needed on the detail. The final decision for the number of officers needed to adequately staff the detail will be determined by the Chief of Police.
3. Minimum staffing shall be established at the discretion of the Village, particularly in instances of large crowds or traffic control in consideration of public and officer safety. Minimum staffing shall be established by the Village at the time of scheduling.
4. Use of marked police cruisers shall be an additional Ten dollars (\$10.00) per hour per vehicle. There is no minimum time for the use of cruisers, but cruisers will be billed in one (1) hour increments. Payment for cruiser usage shall be made directly to Village upon receipt of invoice.
5. In the event it is necessary to cancel a detail, the Company shall notify the Village during normal business hours 8am-4pm Monday—Friday. In the event that it becomes necessary to cancel a detail on a weekend or on a holiday, the Company shall call the Police Chief and leave a voice mail message unless a different method of communication has been established between the Village and the Company.

6. If the Company fails to cancel a detail within two (2) hours of the scheduled start time of the detail, the Company will be responsible for the two (2) hour minimum payment owed, per officer, unless otherwise agreed to by the parties.

7. All details shall be paid immediately upon completion or by invoice sent to the Company once the detail is complete. Checks issued to the officers for payment must be made to the officer directly in his or her name. All Special Duty details shall also be subject to an additional administrative fee, as determined by the Village. Special Duty details requiring excessive time for scheduling, altering of hours, and/or invoicing may be subjected to those administrative costs incurred, which are at the Special Duty detail rate with no minimum in hours charged. The administrative fee will be calculated in accordance with the size, length and duties of each event and a cost assessment will be determined prior to the event.

a. In the event the detail is invoiced, the Company will pay such invoice within two weeks of receipt. If the Company fails to pay the invoice in full within the two week period the Village reserves the right, at its discretion, to charge the Company an additional ten percent (10%) of the amount due per officer.

8. Officers working Special Duty details for Company are bound by all Rules and Regulations, Policies and Procedures, and General Orders utilized by Waynesville Police Department personnel acting in their regular capacity as police officers and employees of the Village of Waynesville. These officers shall not be considered employees of Company, but rather shall be considered independent contractors. These officers will also perform under the capacity of the Ohio Revised Code.

9. The Company will indemnify, defend, protect, and hold the Village, its employees, officers, and officials harmless for any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, including attorney fees, arising from:

a. Negligent, reckless, or willful or wanton acts, errors or omissions by the Company, its agents, employees, licensees, contractors, or subcontractors;

b. the failure of the Company, its agents, employees, licensees, contractors or subcontractors, to observe the applicable standard of care in providing service pursuant to this Agreement; and

c. Intentional misconduct of the Company, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

d. Notwithstanding the foregoing, Company shall not be liable for any loss, claims, expenses, causes of actions, costs, damages, or other obligations financial or otherwise,

arising from the negligent, reckless, or willful or wanton acts, errors, or omissions of the Village of Waynesville or the Waynesville Police Department and its members.

e. The parties acknowledge that the indemnification provisions of this section may be in conflict with the indemnification provisions found in the related Village of Waynesville Special Events Permit Application. It is the intent of the parties that the indemnification provisions of this section shall supersede and replace the indemnification provisions of the Village of Waynesville Special Events Permit Application.

10. Each party shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence with an annual aggregate limit of at least \$2,000,000, which shall be maintained in force under a policy or policies issued by an issuer of recognized responsibility and licensed in the State of Ohio and which shall name the other party as an additional insured.

11. This Agreement contains the entire Agreement between the Company and the Village with respect to the subject matter thereof and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements otherwise not herein contained shall be of any force or effect.

12. No modification or amendment of any provision of this Agreement shall be effective unless made by special instrument, duly executed by the party to be bound thereby which refers specifically to this Agreement and states that an amendment or modification is being made in the respect as set forth in such amendment.

13. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

14. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require the performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same.

15. Neither party shall assign any of its rights or delegate any of its duties under this Agreement without the written consent of the other.

16. The Waynesville Area Chamber of Commerce has agreed to pay \$10,000.00 for policing and other services for the 2022 Ohio Sauerkraut Festival. The remainder of the balance after the

police officers/village employees are paid will be made payable to the Village of Waynesville for administrative fees and other services rendered.

17. Village maintenance workers can be used for the "No Parking" signs & traffic control devices at the request and authorization of a law enforcement officer at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement cost. "No Parking" signs can ONLY be removed from locations by or at the authority of a law enforcement officer.

18. Village police clerk can be used as a contact for the Chamber should they need police services during festival. Village police clerk will work as a dispatcher at a minimum rate of \$20.00 per hour which will be part of the \$10,000.00 total agreement. Chamber agrees to have a separate radio channel specifically for police services only.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates shown below.

Village of Waynesville

Waynesville Area Chamber of Commerce

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print / Title

\_\_\_\_\_  
Print / Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PUBLIC WORKS COMMITTEE MEETING –

July 5, 2022

**DRAFT**

MEMBERS PRESENT: Zack Gallagher, Chris Colvin, Brian Blankenship

GUESTS PRESENT: Connie Miller, Joette Dedden, Earl Isaacs

STAFF PRESENT: Chief Copeland, Jamie Morley

1. Meeting called to order at 6:04 PM by Mr. Gallagher.
2. Quorum was achieved – Three members were present.
3. Mr. Colvin made a motion to accept the May 2<sup>nd</sup>, 2022 minutes as amended and was seconded by Mr. Blankenship.

3 Yeas

4. Chief Copeland went over ongoing and upcoming projects for the Village:
  - a. Well 10 – Received quotes from Moody and Layne which includes site location, bigger casing, and a motor to produce 500 GPM (Gallons Per Minute). Moody's quote was \$171K and Layne was \$229K. The quotes were apples to apples and includes lifting the wellhead above the flood plains. Mr. Gallagher asked if the finances were there to cover the project. Chief Copeland said the funds from American Rescue Plan can be used for this project. Mr. Colvin asked why there was such a price discrepancy between the two companies. It was stated that sometimes if a company is very busy, a company will price itself out of the job. Chief Copeland stated that Moody did Well 6 & 7 and has a good working relationship with the Village. Boone was the one that did Well 9 and Layne replaced the motors in 6 & 7. Furthermore, Mr. McKeever has received permission from Warren County to use the roadway in Bowman Park to access the land where Well 10 is proposed to be placed, from there the Village will need to install a stone drive.
  - b. Micro-surfacing should begin soon. There has been a request for Hilltop Court and the top part of Miami between Fourth and Quaker Heights. Chief Copeland will see about getting a quote to add these areas to the current quote. He believes this will be under 10K.
  - c. The contract for the donation of the Lockup to the Museum has been provided for review. If there are no issues, then Chief Copeland suggests moving forward with the donation and possibly making a motion to have an ordinance to accept the contract in the Council meeting.
  - d. Chief Copeland informed the Committee that he and Ms. Morley will not be at the next Council meeting. Mr. Colvin also stated he will also be gone.
  - e. The ranking came back for the OPWC Franklin Phase II. The Village scored 68 points and came in the middle of the other applicants. The Village will find out in July if selected. Chief Copeland stated that the Village scored lower on median household income. Waynesville dropped quite a few points after the last census. Mr. Gallagher asked what determines a tie-breaker. There were several other municipalities that scored 68 and wanted to know why Waynesville ranked higher.
  - f. Miami Valley Lighting should be replacing the light post on Robindale and will be checking for other poles that need replacing.

- g. The borrowed Clearcreek speed trailer has been placed on Route 73. The trailer is not lit to state the speed, it is only collecting data to submit a case to ODOT to see about lowering the speed on Route 73.
  - h. Chief Copeland stated he was asked to research the cost for a roundabout instead of a traffic light at Route 42 and North Street. After consulting with Choice One, they indicated a roundabout would be more expensive, at least 2 million, and would most likely require the Village to purchase neighboring properties. Chief Copeland also stated that ODOT has indicated in the past that they would not allow a roundabout at that intersection but rather would close-off North Street for right turns only and place the roundabout at Franklin. North Street is the only truck route through the Village, and this would cause issues. Plus, with the installation of a roundabout, traffic would have to be detoured through Main Street during construction.
  - i. The Abbreviated Safety Gant has been applied for. This is to extend the turn lanes on Route 42 and if awarded will be done this year. Even if the Village does not put a stoplight in, this may help with the flow of traffic and help prevent accidents. The amount to apply for went from \$250K to \$500K this year and Chief Copeland feels the Village has a good chance of being selected.
5. Mr. Colvin made a motion to adjourn at 6:52 PM and was seconded by Mr. Colvin.  
3 Yeas

Jamie Morley  
Clerk to Council