



**DRAFT**

## **COUNCIL AGENDA**

**Monday, May 6, 2024 – 7:00 pm**  
**Waynesville Municipal Building, 1400 Lytle Road**

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings  
Council, April 15, 2024 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
  - Sheriff Larry Simms, Warren County Sheriff's Department
- VI. Old Business
- VII. Reports
  - Standing Council Committees
    - a) Finance Committee
    - b) Public Works Committee
    - c) Special Committees
  - Village Manager's Report
  - Police Report
  - Finance Director's Report
  - Law Directors Report
- VIII. New Business:

**Legislation:**

**Reading of Ordinances and Resolutions:**

**DRAFT**

**First Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2024-016**

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO SCHOOL RESOURCE OFFICER AGREEMENTS WITH THE BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY

**ORDINANCE NO. 2024-017**

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT WITH SCHINDLER ELEVATOR CORPORATION

**Second Reading of Ordinances and Resolutions:**

**ORDINANCE NO. 2024-015**

AN ORDINANCE AUTHORIZING THE WAIVER OF THE PARTIAL WATER OF CERTAIN WATER FEES

**Tabled:**

IX. Executive Session

X. Adjournment

*Next Regular Council Meeting:*

**May 20, 2024 at 7:00 pm**

*Upcoming Meetings and Events:*

Public Works Committee, May 6, 2024 @ 6:00 p.m.

Finance Meeting, May 20<sup>th</sup>, 2024 @ 6:00 p.m.

**DRAFT**

**Village of Waynesville  
Council Meeting Minutes  
April 15, 2024 at 7:00 pm**

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

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

*CLERK’S NOTE- This is a summary of the Village Council Meeting held on Monday, April 15, 2024.*

.....

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

Mayor Isaacs motioned to excuse Mr. Lauffer and Mr. Blankenship from tonight's meeting, and Mr. Gallagher seconded the motion.

Motion – Isaacs  
Second – Gallagher

**Roll Call – 5 yeas**

.....

**Mayor Acknowledgments**

Mayor Isaacs said Franklin Road is looking good. The contractors should be striping soon.

At this time, Mayor Isaacs presented Kitty Crockett a proclamation declaring this day Kitty Crockett Day. This is to thank her for 8 years of service. Mayor Isaacs and Council thanked her for her dedication and successfully handling the Village’s finances.

.....

**Disposition of Previous Minutes**

Mr. Colvin motioned to approve the Council minutes as written for the April 1, 2024, Council meeting, and Mrs. Miller seconded the motion.

Motion – Colvin  
Second – Miller

**Roll Call – 5 yeas**

.....

**Public Recognition/Visitor’s Comments**

Warren County Sheriff Simms presented Council with the 2023 year-end report. He stated this would be his last report as he is retiring after 46 years of police service, 16 as sheriff. Sheriff Simms explained to Council that the department has added more drones to their inventory bringing the total up to three. These are used for surveillance, finding missing children or adults, and evidence collection. The department has also seen an increase in the requirements for School Resource Officers. They have added 4 more over 4 years. The funding is split between the county, school district, and Sheriff’s Office. The new jail has been in use for two years and is fitting the county’s needs well. This was a 5 million dollar facility that is fully paid off. Furthermore, the Warren County Swat Team was recognized for their outstanding efforts with an Ohio Tactical Award due to the handling of an escaped inmate hostage situation.

Mayor Isaacs asked when Sheriff Simm's last day would be. Sheriff Simms replied that it would be the end of the year. Barry Riley will be running to replace him and indicated that he would like to continue to attend Council meetings.

Mr. Colvin asked if the Village should pass any legislation to regulate drones. Sheriff Simms responded that the sheriff drones have special privileges but are still bound by search warrants and are limited on where they can be used. The Ohio ORC governs the use of drones. Mayor Isaacs asked if the drone operators needed a pilot’s license. Sheriff Simms said that they are licensed and have undergone special training as specified by the FAA.

Council thanked Sheriff Simms for his update and wished him a happy retirement.

.....

**Old Business**

None

.....

**Reports**

**Finance**

The Finance Committee will meet on Thursday, April 18<sup>th</sup>, 2024, at 5:00 p.m. The public is invited to attend.

## **Public Works Report**

The next Public Works Committee meeting will be on May 6, 2024 at 6:00 p.m.

## **Special Committee Reports**

Parks & Rec met this evening to discuss the plans for the new park at the library and how the Committee could support Bicentennial Park.

The MOMS Committee is scheduled to meet April 29, 2024 from 6:00 to 7:00.

The Planning Commission will meet on April 29, 2024, at 7:00 p.m. to further discuss solar panel codes.

## **Village Manager Report**

- Franklin Road has been repaved. The grindings from this were used to even out the road to the maintenance barn and should help keep the dust down. Fed Excavating rolled out the road and will return once it warms up to roll it again.
- Chief Copeland wished Ms. Crockett all the best and a happy retirement. He added that she did a fantastic job.
- Franklin Phase I is almost completed. It has been a long process, but this is to be expected when dealing with an older system because you never know what to expect until the street is opened up. The road striping should be completed tomorrow.
- Completed the quarterly report for the Third Street grant.
- SmithCorp has finished replacing the laterals on the South end of the street, and the new storm lines have been installed.
- Still waiting to hear if the Village was awarded the grant for Fourth Street.
- Stephen Koontz, the Village's second water operator, left employment for another job opportunity. Jack Kilburn has been hired. He has 7 ½ year's experience and a Class II Water Operator License.
- Thank you to Mayor Isaacs for updating the nameplates outside of all employee's offices.
- A copy of the Piqua annual water rate has been provided for review. The Village came in 7<sup>th</sup> out of 69 municipalities for providing the least expensive water and sewer.
- Brian Keith and Jack Kilburn changed the chlorine injectors which are done quarterly. They have also gone around town and uncovered valves that have been asphalted over.
- Provided an invite to the grand opening of Bentley's Pawsome Resort to be held on May 23<sup>rd</sup> at 4:00 p.m.

**Police Report**

- The Dispatched Calls for Service and Mayor’s Court Month End reports for March have been provided for review.
- Thank you to Sheriff Simms for providing the year-end report. Barry Riley will be a good replacement.
- Provided a flyer with MOMS and Chamber events throughout the year.
- Thank you to Zack Gallagher for providing first aid packs. They have been stocked with first aid essentials. Each patrol vehicle has been equipped with one. In addition, the maintenance barn and government center has one in case of an emergency.
- April 27, 2024 from 10:00 a.m. to 2:00 p.m. is Drug Take Back Day.
- The staff enjoyed the solar eclipse.

**Financial Director Report**

None

**Law Report**

- Mr. Forbes confirmed that a license is required to fly a drone commercially or recreationally which is obtained through the FAA. The regulations for drones are controlled at the state level. Mr. Forbes further elaborated that some municipalities regulate drones over public lands.

Ms. Dedden asked what if a drone is flying over your house. Mr. Forbes replied to call the police. Chief Copeland stated that the department has received these calls before, but it is not always easy to find the operator.

.....

**New Business**

The Department of Commerce has asked if the Council would like to request an objection to the renewal of any currently held liquor licenses. Chief Copeland stated there is no reason for objection. Ms. Morley added that she had just received the same request for the new license for Mami Finas. No Council member had any objections to the renewal and the new liquor licenses.

.....

**Legislation**

**First Reading of Ordinances and Resolutions**

**Ordinance No. 2024-015**

An Ordinance Authorizing the Waiver of the Partial Water of Certain Water Fees

Ms. Dedden motioned for the first reading for Ordinance No. 2024-015, and Mr. Gallagher seconded the motion.

Motion – Dedden  
Second – Gallagher

**Roll Call – 5 yeas**

**Second Reading of Ordinances and Resolutions**

Ordinance No. 2024-013

An Ordinance Authorizing the Transfer of Money from the General Fund (1000) to the Police Levy Fund (2901) and from the Water Fund (5101) to the Water Capital Fund (5701)

Mr. Gallagher motioned to adopt Ordinance 2024-013, and Mrs. Miller seconded the motion.

Motion – Gallagher  
Second – Miller

**Roll Call – 5 yeas**

.....

**Tabled Ordinances and Resolutions**

None

.....

**Executive Session**

None

.....

All were in favor of adjourning at 7:45 pm.

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

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

**DRAFT**

Finance Director Report

May 6, 2024

Jamie Morley

- The interest received from the latest 2-year CD was \$13,249.00.
- I received a quote from American Legal to update our codes. It will be between \$9,000-\$9,800 and an additional \$750 to \$900 to update the online version. The last update included 2020, so this would be for 2021, 2022, 2023, and part of 2024. Please advise how to proceed.
- The final reports for the American Rescue Funds have been submitted. The Village spent the \$330,483.38 as follows:
  - \$23,200 to Wessler for the Water Model
  - \$103,790.00 to Moody's for Well 10
  - \$203,487.38 to KT Holden for Franklin Road Phase I
- Open Checkbook has been updated to the year 2023.
- The switchover from Anthem to Aetna for employee healthcare occurred May 1, 2024. All employees have received their new insurance cards.

Thank You,

Jamie Morley

Finance Director/Clerk of Council



Minutes from the Public Works Committee  
Village of Waynesville Ohio  
April 1, 2024

Committee Members present: Mr. Gallagher, Brian Blankenship, Connie Miller  
Guests present: Mayor Isaacs, Joette Dedden, Anna Garafalo, Chris Hice, Chris Colvin  
Staff present: Chief Copeland, Jamie Morley

The minutes of the previous meeting were approved.

A presentation was given by Chris Hice and Anna Garafalo of the MOMS committee regarding proposed improvements along Main Street. The proposal included many more trees, improvement of the sidewalks including removal of the existing pavers, bike racks, and benches. Also included were lights in the crosswalks for both safety and beauty.

Chief Copeland suggested that the proposal had too many trees and needed to be scaled back a bit. Mr. Gallagher asked who would be responsible for the trees as that has been an issue in the past with existing trees. Chief Copeland said the trees would be the responsibility of the property owner.

Chief Copeland liked the idea of getting rid of the pavers and putting in stamped concrete sidewalks and stated that we need to co-ordinate any changes with the purchase and installation of new street lampposts. Mr. Gallagher wanted to make sure there were clear lines of responsibility drawn regarding the upkeep and asked if there were any towns with similar streetscapes that we could go look at.

Funding of such a project was discussed. Mr. Hice suggested there were grants available and that we needed a Downtown Improvement District defined.

Next steps were discussed. We need a better idea of total cost and of what grants may be available.

The meeting was adjourned at 6:58

Submitted by Connie Miller

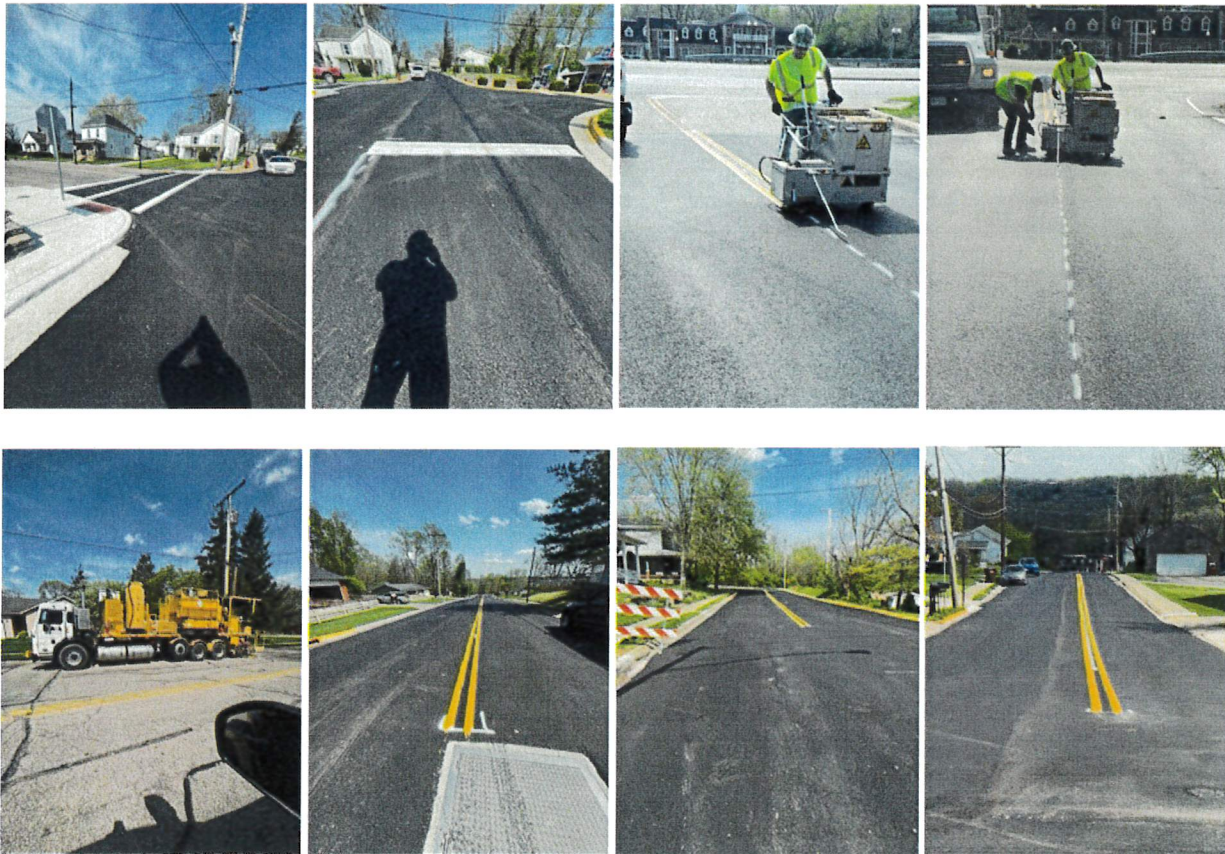
# Council Report

May 6, 2024

Chief Copeland

## Manager

- The Franklin Road OPWC Phase I project has been 98% completed. We did a punch list of issues that needed to be addressed or repaired before the remaining funds are released. K.T. Holden is currently working on the repairs to complete by mid-May.



- Council will be voting on ordinance #2024-017 to authorize the renewal with Schindler Elevator Corporation. Schindler lowered their monthly cost from \$66.10 to \$46.00 for a three year agreement. Schindler provided a better quote than Davis & Newcomer Elevator, Otis Elevator, and Peak Elevator. In addition, our elevator is a Schindler model and parts are in stock with Schindler if needed. Our current agreement is expiring so I recommend this renewal.
- The Village Government Center utility aggregation agreement expires at the end of May. I have contacted Trebel, Goldstar, and Utility Choice for quotes. I will present a recommendation as an emergency ordinance at the May 20<sup>th</sup> Council meeting.

- Finance Director Kitty Crockett retired after 8 years of service and she received a proclamation from Mayor Isaacs that declared April 15<sup>th</sup> Kitty Crockett Day.



- The Street Maintenance guys did some landscape work at the Government Center, Maintenance Campus, and at the Covey water tower. The work included weeding, mulching, and the construction of a fenced in vegetation area.



- I have provided a flyer of the 24<sup>th</sup> Annual Corwin Tractor Show for your review. It will be at Clint Fultz Park on June 1<sup>st</sup>, beginning at 12pm. There will be a tractor parade followed by a free lunch.

## Police

- I have provided the April dispatched calls for service for your review. Please feel free to contact me if you have any questions or concerns.

- The April Mayor's Court report has been included for your review. Please feel free to contact me or Ashley if you have any questions or concerns.
- Sgt. Denlinger's April Code Enforcement report is attached and feel free to contact him or I with any questions.
- I attended the Warren County Veterans Court Peer Mentor Awards Ceremony on May 1<sup>st</sup>. This event was hosted by Judge Gary Loxley and Judge Timothy Tepe. The Warren County Prosecutor's Office sponsored the event and State Representative Scott Lipps was the guest speaker.



- I have provided a renewal contract and ordinance as an emergency with the Wayne Local Schools for a School Resource Officer from August 2024 to May 2027. The current contract ends in May and will be presented to the schoolboard upon approval of ordinance #2024-016 by the council. Officer Mermann has been doing a great job as SRO and we look forward to continued collaboration with the schools.
- We participated in the Annual National Drug Take-Back program on April 27<sup>th</sup>. It was a successful event and we discarded 48.5 lbs. of prescription drugs to the Drug Enforcement Agency (DEA) on April 29<sup>th</sup>, case #GFK2-24-9459.

Bill & Diane  
Purkey



Corwin Pentecostal Church



Walt Biggs



Shaffer's  
Run Farms



# 24TH ANNUAL CORWIN TRACTOR SHOW

June 1st at Clint Fultz Park

Join us for a fun filled day including a free lunch provided by Davidson Meat Processing, tractor parade and the second annual kiddie tractor pull!

**PARADE STARTS AT 12PM AND LUNCH WILL FOLLOW.**

A special thank you to  
our sponsors

A2Z Builders - Zach Coffman  
 Barnett's Antique Machinery - Scott & Zach  
 Clinton Black - Tent  
 Coffman's Transmission  
 Dick & Jane Lane  
 Earl John Isaacs  
 F.A.R.M. Club  
 Gary Coffman Electric  
 Greene County FFA Alumni - Kiddie  
 Tractor Pull  
 Hallmark Barn's - Hillsboro - Zach Coffman  
 King Family Farms - Kiddie Tractor Pull  
 Lebanon Electric Supply

Old Timers Club INC.  
 Red Lion Heating & Cooling  
 Starla Hatfield  
 Village Restaurant  
 Walt Biggs Excavating  
 Waynesville Fire Dept  
 Waynesville Police Dept  
 Waynesville Sunoco  
 Wendy's Treasures  
 Wical Plumbing  
 WTC Electric - Tom Carter

***"[If you're bringing a tractor this year please arrive prior to 11:30am]"***

**Registration begins at 10am. Any Questions please contact Gary Coffman at (937) 776-4705.**

# CALLS FOR SERVICE

From Date: 04/01/2024 12:00:00am

To Date: 04/30/2024 11:59:59pm

Type Description	Count
911 Hangup / Silent	5
Alarm	6
Animal Complaint	2
Attempt to Locate	1
Business Check	139
Citizen Assist	9
Criminal Warrant	1
Criminal Warrant Service	1
Disorderly Conduct/Intox. Subject	6
Domestic Violence	2
Escort	6
Extra Patrol	252
Fire - Fire Alarm	2
Fire - Service Call	1
Follow Up Investigation	6
Harassment/Stalking/Threat	1
Intoxicated Driver	2
Lock Out	5
Medical	26
Missing Person/Runaway	1
Narcotics Complaint	1
Open Door/Window	3
Overdose	1
Parking Complaint	5
Phone Call	15
Recovered Property	1
Repo	1
Road Closure	2
Road Hazard/Disabled Vehicle	2
Solicitor Complaint	1
Special Detail	2
Suspicious Cir/Per/Veh - Past	1
Suspicious Circumstances	1
Suspicious Person	5
Suspicious Vehicle	4
Traffic Crash	1
Traffic Crash Unk Injuries	1
Traffic Crash w/ Injuries	1
Traffic Offense	3
Traffic Stop	64
Utility Problem	2
Vacation House Check	22
Warrant Confirmation	1
Well Being Check	2
<b>TOTAL</b>	<b>616</b>

## Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT  
Cash Flow for April 2024

Page : 1  
Report Date : 05/01/2024  
Report Time : 10:35:46

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
COMPUTER FUND	\$513.00	\$1,836.00	\$3,006.00
LOCAL COSTS	\$2,319.00	\$7,982.40	\$12,703.00
Additional Costs	\$0.00	\$39.00	\$68.00
Fines			
City Revenue From Fines	\$6,965.00	\$23,786.00	\$30,035.14
Fees			
Fees	\$348.59	\$944.34	\$360.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-124.24
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$10,145.59</b>	<b>\$34,587.74</b>	<b>\$46,047.90</b>
<b>State Revenue From:</b>			
Court Costs			
VICTIMS OF CRIME	\$508.00	\$1,827.00	\$2,969.00
DRUG LAW ENFORCEMENT FUND	\$185.50	\$686.00	\$1,148.00
INDIGENT DEFENSE SUPPORT FUND	\$1,415.00	\$5,190.00	\$8,290.00
Fees			
Fees	\$0.00	\$30.00	\$0.00
<b>Total to State:</b>	<b>\$2,108.50</b>	<b>\$7,733.00</b>	<b>\$12,407.00</b>
<b>Other Revenue From:</b>			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$79.50	\$294.00	\$492.00
Restitution			
Restitution	\$0.00	\$0.00	\$305.56
<b>Total to Other:</b>	<b>\$79.50</b>	<b>\$294.00</b>	<b>\$797.56</b>
<b>TOTAL REVENUE *</b>	<b>\$12,333.59</b>	<b>\$42,614.74</b>	<b>\$59,252.46</b>
*Includes credit card receipts of	\$4,135.00	\$12,761.00	\$18,022.00

END OF REPORT

Code Enforcement

Date	Address	Violation (ORD)	Deadline	1st Notice	2nd Notice	Citation	Resolved
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021			
		Needs condemned.					
6/21/2021	103 N Third St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting soffit, Brush, Roofs and Drainage		6/21/2021			
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Exterior of Premises, Roofs and Drainage, Stairways, Decks, Porches and Balconies, Handrails and guards, Window and Door Frames, Accumulation of Rubbish or Garbage, Disposal of Rubbish or Garbage	10/5/2021	8/30/2021	9/2/2021	10/18/2021	
		Pre-trial scheduled for 3rd time on 02/16/2022					
		Plea and Sentencing scheduled for 04/21/2022					
		Plea and Sentencing rescheduled for 5/19/2022					
		Appears repairs have been started 05/02/2022					
10/4/2021	127 North St	Roofs and Drainage, Weeds, Exterior of Premises, Overhang Extensions		10/5/2021			
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021			
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		2/4/2022	10/24/2022		
		Front painted					
2/2/2022	88 S Third St	Windows and Doors, Roofs and Drainage, Exterior of Premises		2/4/2022			
		Brian Blankenship called stating windows have been ordered					
3/21/2022	262 Edwards Dr	Junk Motor Vehicles, Outdoor Storage, Accumulation of Junk		3/22/2022			
3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of Rubbish or Garbage		3/22/2022			
3/28/2022	120 N Main St	Accumulation of Rubbish or Garbage, Brush		3/29/2022			
4/4/2022	47 N Third St	Overhang extensions, Exterior of Premises		4/11/2022			
4/4/2022	39 W Ellis Dr	Boat parked in grass		4/11/2022			
4/4/2022	15 S Third St	Exterior of Premises		4/11/2022			
		Working on getting estimates for repairs 05/01/2022					
4/4/2022	168 High St	Outdoor Storage		4/11/2022			
4/4/2022	272 North St	Exterior of Premises, Exterior Walls, Roofs and Drainage, Window and Door Frames, Accumulation of Rubbish or Garbage, Storage of Junk, Disabled Vehicles and Rubbish on Premises, Weeds		4/11/2022			
		Accessory Structures		6/13/2022			
6/6/2022	55 N US Rt 42	Siding		6/13/2022			
6/27/2022	825 Franklin Rd	Cut down tree needs removed		7/19/2022			
6/27/2022	35 N US Rt 42	Exterior of Premises, Outdoor Storage, Accumulation of Junk, Accessory Structures, Junk Motor Vehicle sidewalk		7/19/2022			
7/18/2022	552 North St	Parking in Grass, Junk Motor Vehicle, Front Steps,		7/19/2022			



Code Enforcement

9/19/2022	102 N Main St	Soffit Gutters						
9/26/2022	274 S Main St	Soffit					9/20/2022	
		Window Frames, Trees over neighbor's property, Outdoor Storage, High Weeds					9/27/2022	
9/26/2022	207 N Main St	Siding					9/27/2022	
9/26/2022	207 S Third St	Trees over street, Weeds					9/27/2022	
9/26/2022	273 S Main St	Dead Tree					9/27/2022	
		Letter returned, spoke with property owner and will have removed					10/17/2022	
9/26/2022	535 Franklin Rd	Dead Tree					9/27/2022	7/31/2023
		H/O says tree is alive but will have a arbohist checked it for disease in spring, contact with H/O via email						
10/17/2022	157 N 4th St	Weeds, Siding				10/31/2022	10/18/2022	
		Progress made, extension granted				12/5/2022		
10/17/2022	179 N 4th St	Outdoor Storage, Accumulation of Junk				11/7/2022	10/17/2022	
10/17/2022	255 N Third St	Exterior Walls, Roofs and Drainage Improvements made				11/21/2022	10/17/2022	
10/24/2022	650 High St	Outdoor Storage, Accumulation of Junk, Weeds				11/1/2022	10/25/2022	
		Progress made						
11/14/2022	677 Robindale Dr	Bushes growing onto adjoining property				12/14/2022	11/15/2022	
		Siding has started						
4/24/2023	630 High St	Outdoor Storage, Trash, Bushes				5/8/2023	4/24/2023	6/15/2023
		Progress made						
4/24/2023	650 High St	Outdoor Storage, Trash, Bushes				5/8/2023	4/24/2023	6/15/2023
		Progress made						
4/24/2023	317 N Main St	Junk Motor Vehicle				4/30/2023	4/24/2023	4/30/2023
4/24/2023	108 N 4th St	Outdoor Storage, Camper parked in yard				4/29/2023	4/24/2023	4/30/2023
4/30/2023	15 - 19 N Us Rt 42	High Grass						4/30/2023
5/1/2023	396 Franklin Rd	High Grass				5/5/2023	5/1/2023	5/5/2023
5/1/2023	373 N Main St	High Grass				5/5/2023	5/1/2023	5/5/2023
5/1/2023	437 N Main St	High Grass				5/5/2023	5/1/2023	5/5/2023
5/1/2023	393 N Main St	High Grass				5/5/2023	5/1/2023	5/5/2023
5/1/2023	730 Dayton Rd	High Grass				5/5/2023	5/1/2023	5/5/2023
5/1/2023	71 N Fourth St	Washer/Dryer on porch, Mattress on porch				5/8/2023	5/1/2023	5/5/2023
5/1/2023	291 Church St	Weeds in pavement, High Grass, High Weeds				5/8/2023	5/1/2023	5/5/2023
6/19/2023	795 Preston Dr	Overgrown Trees				6/28/2023		6/28/2023
6/19/2023	53 S 4th St	Overgrown Trees				6/28/2023		6/28/2023
7/31/2023	677 Robindale Dr	Bushes growing onto adjoining property				8/7/2023	8/1/2023	
8/7/2023	95 S Third St	Trees overhanging sidewalk				8/21/2023	8/7/2023	8/19/2023
8/7/2023	393 N Main St	Tree fallen on house				8/14/2023	8/7/2023	8/19/2023
8/7/2023	1253 Lytle Rd	Bushes need trimmed				8/14/2023	8/7/2023	
8/7/2023	1140 Lytle Rd	Bushes/Trees need trimmed overhanging sidewalk				8/14/2023	8/7/2023	8/12/2023
8/7/2023	107 N Fifth St	Broken tree branch needs cut down and removed				8/14/2023	8/7/2023	
8/21/2023	295 S Main St	Bushes overhanging sidewalk				8/25/2023	8/21/2023	8/25/2023
8/21/2023	275-279 S Main St	High Grass/Weeds				8/25/2023	8/21/2023	8/25/2023
9/25/2023	941 Lytle Rd	High Grass/Weeds				9/30/2023	9/26/2023	10/3/2023
9/25/2023	121 N 5th St	Broken tree branch needs cut down and removed				9/30/2023	9/26/2023	10/15/2023
10/23/2023	Vacant Chapman St	High Grass				10/28/2023	10/24/2023	10/31/2023
11/20/2023	172 N 4th St	Stove outside				11/22/2023	11/20/2023	11/22/2024
11/20/2023	162 N 4th St	Couch outside				11/21/2023	11/20/2023	11/25/2023



**ORDINANCE NO. 2024-016**

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO SCHOOL RESOURCE OFFICER AGREEMENTS WITH THE BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville and the Board of Education of the Wayne Local School District have negotiated the terms of certain School Resource Officer agreements; and

WHEREAS, the Village now desires to authorize the execution of said agreements.

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

Section 1. That the Village Manager is hereby authorized to enter into certain School Resource Officer agreements substantially in the form of the agreements attached hereto and incorporated herein by reference.

Section 2. 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 passage. The reason for said declaration of emergency is necessary for the immediate preservation of the public peace, health, safety, and general welfare and shall be effective prior to the beginning of the new school year.

Adopted this \_\_\_\_ day of \_\_\_\_\_ 2024.

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

\_\_\_\_\_  
Mayor

## SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement entered into this \_\_\_\_ day of May, 2024, by and between **WAYNESVILLE VILLAGE, OHIO**, an Ohio village ("Village"), and the **BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT** ("Board").

**WHEREAS**, the Village funds and operates a police department; and

**WHEREAS**, the Board operates schools within the Village; and

**WHEREAS**, the Village will provide one police officer to the Board, to serve as school resource officer, and such officer will have the ability to assist and provide a safer and more secure environment within the Wayne Local Schools; and

**WHEREAS**, the Board will reimburse the Village for certain costs and expenses associated with the Village providing school resource officers to the Board; and

**WHEREAS**, the Village and the Board desire to enter into an Agreement to provide school resource officers.

**NOW, THEREFORE**, it is agreed by and between the parties, as follows:

1. The Village agrees to provide one police officer to the Board, said officer to be known as "school resource officer."
2. The school resource officer shall perform any and all duties required to assist the school in issues of safety, education, and any other matters that may be of interest to the Village and Board.
3. The purposes of the school resource officers shall be as follows:
  - a. To establish a more complete liaison with school personnel and applicable Juvenile Court facilities.
  - b. To establish a more complete liaison with school personnel and local law enforcement jurisdictions in a cooperative effort to prevent juvenile delinquency.
  - c. To work directly in the Board's schools in cooperation with school administrators and faculty.

4. Objectives of the Program are as follows:
  - a. To establish a more complete liaison with school personnel and the applicable Juvenile Court facilities.
  - b. To build a positive image toward orderly behavior of students.
  - c. To help students learn more about the law and law enforcement.
  - d. To familiarize students with law enforcement personnel and their objectives and role in society.
  - e. To reinforce the feeling of pride that students have towards their schools and their community.
  - f. To encourage students to stay in school.
  - g. To work with school personnel to develop closer contact and better communication with students.
  - h. To develop an effective program of safety education.
5. The duties of the school resource officers shall be as follows:
  - a. To assist in the protection of the school facilities, plant, staff, and students.
  - b. To help prevent juvenile delinquency through close contact with students, school personnel, and the juvenile court.
  - c. To investigate delinquent acts within the school system and its community when the schools or students are involved.
  - d. To provide early detection of deviant behavior in students.
  - e. To participate as a resource person, for the school district, in classrooms, assemblies, and investigations.
  - f. To provide service to residents in school-related issues.



- b. The placement of any school resource officer pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and Village, or their respective designees. This includes locations for the placement of the school resource officers as well as the days and hours to be worked by the school resource officers.
  - c. The Village shall be responsible for providing a substitute school resource officer in the event that a school resource officer who had been assigned to perform services under this Agreement is unable to perform his or her duties.
  - d. The Board agrees to pay an amount equal to \$62,173 for 190 work days of a school resource officer. The Village shall provide an invoice for the cost of the school resource officers quarterly to the Board.
  - e. The Board will make such payment to the Village within thirty days of receipt of an invoice.
8. The term of this Agreement commences on August 13, 2024, and shall end in May 2027. The parties must agree to any subsequent renewal in writing.
- a. School years 2 and 3 of the term shall be determined based on the approved school calendar and shall consist of 190 work days of a school resource officer. Total cost increases shall not exceed 3% each year.
9. The Board and Village shall mutually agree on a job description and evaluation procedure for the school resource officer assigned under this Agreement.
10. Should state, federal, or other grants or funds become available to pay all or a portion of the costs of the school resource officers, the Board and Village agree to cooperate as follows:
- a. Both the Board and Village must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.
  - b. The proceeds of all grants or other funding source shall be utilized by the Board and Village to reduce incurred costs.

11. Independent Contractor:

The Police Department of the Village of Waynesville, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor.

12. Insurance:

The Village shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the Village as an additional insured on said policy.

13. Equipment and Facility:

The Village shall be responsible for providing and maintaining all uniforms and equipment necessary for the school resource officer to perform his/her duties as a police officer. The Board shall provide the school resource officer with sufficient space to prepare reports, meet with students, staff, etc. , including but not limited to an office, a computer, and school monitoring system capabilities in order to observe any internal camera system. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

**WAYNE LOCAL SCHOOL DISTRICT**

**VILLAGE OF WAYNESVILLE**

By: \_\_\_\_\_  
Treasurer Date

By: \_\_\_\_\_  
Police Chief Date

By: \_\_\_\_\_  
Superintendent Date

By: \_\_\_\_\_  
Finance Director Date



**ORDINANCE NO. 2024-017**

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN  
ADDENDUM TO THE CONTRACT WITH SCHINDLER ELEVATOR  
CORPORATION**

WHEREAS, the Village of Waynesville has previously entered into a contract with Schindler Elevator Corporation.; and

WHEREAS, Schindler Elevator Corporation has proposed an addendum to said contract.

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

Section 1. That the Village Manager is hereby authorized to execute an addendum to the contract with Schindler Elevator Corporation substantially in the form of the addendum attached hereto as Exhibit "A" and incorporated herein by reference.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

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



**Schindler**

**Schindler Elevator Corporation**

16450 Foothill Blvd., Ste. 200  
Sylmar, CA 91342-1036  
Telephone: (818) 336-3000  
Facsimile: (818) 336-3076

## Addendum

To: Waynesville Gov. Center Bldg  
1400 Lytle Rd  
Waynesville, OH 45068

Building: Waynesville Gov. Center Bld1  
1400 Lytle Rd  
Waynesville, OH 45068

The Elevator Maintenance Contract number 4100035774 dated 09/01/2014 between Schindler Elevator Corporation and Waynesville Gov. Center Bldg for the Building listed above and all addendums that followed the original Maintenance Contract are modified as follows:

- Effective 04/26/2024, the contract will be extended an additional three (3) years from the expiration date of the contract 08/31/2024. The new expiration date will be 08/31/27 and the contract will not auto-renew. It will continue on a month to month basis until either party provides a 30 day cancellation notice
- Effective 04/26/2024, the monthly price of the contract will be reduced from \$66.10 to \$46.00. The payment frequency will not be changed.

All other Terms and Conditions of the original Contract remain in full force and effect, except as specifically modified herein. Upon approval by authorized officials below, this supplement shall be incorporated into and become a part of the original Maintenance Contract between both parties.

Approved by:  
**Waynesville Gov. Center Bldg**

Approved by:  
**Schindler Elevator Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

# Schindler RM

## SCHINDLER ELEVATOR CORPORATION

5426 Duff Drive  
Cincinnati, OH 45246-1323  
Phone: 513-341-2596  
Fax: 513-341-2601

**Date:** August 28, 2014

**Estimate Number:** KSCI-9NEJUV (2014.4.1)

**To:**  
Waynesville Gov. Center Bldg  
1400 Lytle Rd  
Waynesville, OH 45068-8482

**Building Name:**  
Waynesville Gov. Center Bldg

**Attn:** Gary Copeland

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Hydraulic Passenger	Waynesville Gov. Center Bldg 1400 Lytle Rd Waynesville, OH 45068-8482 Passenger Elevator	2F/OR	2100	100	

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 5426 Duff Drive, Cincinnati, OH 45246-1323, and **WAYNESVILLE GOV. CENTER BLDG**, 1400 Lytle Rd, Waynesville, OH 45068-8482 ("you") agree as follows:

### REMOTE MONITORING COVERAGE

We will:

- Remotely monitor equipment performance
- Perform an annual inspection of the Equipment
- Perform additional inspections at your request, authorization and agreement to pay us at our standard billing rates, when SRM output indicated the necessity for such inspections
- Report to you any necessary repairs discovered by us in the performance of such inspections or review of SRM output
- Upon your request, provide you with a proposal for necessary repairs at our standard billing rates
- Perform safety testing

### REMOTE MONITORING OF EQUIPMENT PERFORMANCE

We will remotely monitor those functions of the Equipment described above which are remote monitoring capable. Our Remote Monitoring System ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Schindler Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service.

If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

#### TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

#### HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services do not include callbacks during regular or overtime hours. If you authorize services outside the scope of this agreement, or callbacks at any time, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

#### TERM

This Agreement commences on September 01, 2014, and continues until August 31, 2019, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

#### PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$40.00 per month, payable in annual installments of \$480.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

#### PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

**PAYMENT OPTIONS**

(1) Please select a Method of Payment:

Direct Debit                      1% Discount (Attach Copy of voided check)

Credit Card                      3% Addition

Visa                       MC                       AMEX

Number: \_\_\_\_\_

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

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

Check

Other: \_\_\_\_\_

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual                      1% Addition

Quarterly                      3% Addition

Monthly                      5% Addition

The attached terms and conditions are incorporated herein by reference.  
Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

[Signature]

By: Kathy Schibi

For: Schindler Elevator Corporation

Title: Sales Representative

Date: August 28, 2014

Accepted:

(480<sup>th</sup> page)

[Signature]

By: Lacy Copeland

For: Waynesville Gov. Center Bldg

Title: Acting Village Manager

Date: Sept 8 2014

Approved:

[Signature]

By: Darin Middendorf

Title: Branch Manager

Date: 10/22/14

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
  - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
  - (b) Termination of the Agreement on ten (10) days prior written notice; and
  - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.



**ORDINANCE NO. 2024-015**

**AN ORDINANCE AUTHORIZING THE WAIVER OF THE PARTIAL WATER OF CERTAIN WATER FEES**

**WHEREAS**, it has come to the attention of Village Council that the water customer located at 8465 Lytle Trails Rd had an undetected leak for a period of approximately 45 days resulting in over 1,000,000 gallons of water used and a bill in excess of \$4000.00; and

**WHEREAS**, the customer has petitioned the Public Works committee for leniency with the bill; and

**WHEREAS**, the Public Works Committee of Council has recommended that the customer be charged \$2.75 per thousand gallons of water used, which equates to the estimated average of what it actually costs the Village to produce water over the last two year; and

**WHEREAS**, the Public Works Committee further recommends that any fees above this calculation be waived only in this instance due to the extraordinary circumstances and unique fact pattern of this situation.

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

**Section 1.** That the recommendation of the Public Works Committee is hereby adopted by Council, due solely to the extraordinary circumstances and unique fact pattern of this situation.

**Section 2.** That the Finance Director is authorized and directed to perform the calculations consistent with the recommendation of the Public Works Committee adopted herein in order to establish the final amount owed by the customer.

**Section 3.** That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Mayor