



COUNCIL AGENDA

Monday, April 6, 2026 – 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, March 16, 2026
- 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)
 - Ron Hoffman to discuss his property between the Mill Race and Route 42
- 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:
 - Request for hearing on all liquor license renewals within the Village

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026-011

AUTHORIZING A HEALTH INSURANCE PLAN FOR VILLAGE EMPLOYEES AND
DECLARING AN EMERGENCY

ORDINANCE NO. 2026-012

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH THE LAW FIRM OF BRICKER GRAYDON WYATT LLP RELATED TO THE ESTABLISHMENT OF THE DOWNTOWN WAYNESVILLE SPECIAL IMPROVEMENT DISTRICT

ORDINANCE NO. 2026-013

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH PCI SERVICES AND DECLARING AN EMERGENCY

ORDINANCE NO. 2026-014

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MERIDIAN RAPID DEFENSE GROUP AND DECLARING AN EMERGENCY

ORDINANCE NO. 2026-015

AN ORDINANCE ESTABLISHING CERTAIN POSITIONS AND AMENDING THE BASE PAY RATES AND RANGES OF VILLAGE OF WAYNESVILLE EMPLOYEES AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026-009

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED \$12,000 FOR THE REPAIR OF EXISTING CATCH BASINS WITHIN THE VILLAGE STORMWATER SYSTEM

ORDINANCE NO. 2026-010

AN ORDINANCE ENACTING CHAPTER 155 OF THE WAYNESVILLE CODIFIED ORDINANCES REGARDING VACANT BUILDING REGISTRATION

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

April 20th, 2026, at 7:00 pm

Upcoming Meetings and Events:

MOMS Committee with Bricker Graydon Wyatt, April 6th, 2026 @ 5:00 p.m.

Public Works Committee, April 6th, 2026 @ 6:00 p.m.

Ohio Heritage and the Ohio Main Street Program, April 20th @ 4:00 p.m.

MOMS Committee, April 20th, 2026 @ 5:00 p.m.

Finance Committee, April 20th, 2026 @ 6:00 p.m.

Historic Preservation Board Working Session, April 22nd @ 5:30 p.m.

DART Visit with Ohio Main Street Program, June 30-July 1

DRAFT

**Village of Waynesville
Council Meeting Minutes
March 16, 2026 at 7:00 pm**

Present: Mr. Chris Colvin
Mr. Zack Gallagher
Mayor Earl Isaacs
Mrs. Connie Miller
Mr. David Nation
Mr. Adam Powell
Absent: Mr. Troy Lauffer

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

CLERK'S NOTE- This is a summary of the Village Council Meeting held on Monday, March 16, 2026.

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Mayor Isaacs called the meeting to order at 7:05 p.m.

Roll Call – 6 present

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

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Mayor Acknowledgements

Mayor Isaacs said the Village continues to move forward with projects and is looking good.

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on March 2, 2026, as written, and Mr. Nation seconded the motion.

Motion – Miller
Second – Nation

Roll Call – 6 yeas

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Public Recognition/Visitors Comments

None

.....

Old Business

None

.....

Reports

Finance

The Finance Committee met this evening with Mr. Hough from Wade Insurance to review the renewal of employee health insurance. There will be legislation at the next meeting for this renewal. The next meeting is scheduled for April 20th at 6:00 p.m.

Public Works Report

The Public Works Committee will meet on April 6, 2026, at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

The MOMS Committee met this evening and discussed the phone meeting Mr. Nation and Ms. Powell had with Heritage Ohio about their Main Street Ohio Program. Mr. Nation explained that representatives from Heritage Ohio will hold an informational meeting on April 20th at 4:00 p.m. to review what to expect and how to organize for the DART (Downtown Assessment Resource Team). Mr. Nation stated that this program will focus on the importance of community collaboration in creating a thriving downtown. Mr. Colvin added that the Main Street Ohio program will coordinate and work alongside the Special Interest District.

The MOMS Committee will meet again on April 6th and April 20th at 5:00 p.m.

Village Manager Report

- Chief Copeland informed the Council that he received a call from Warren County Prosecutor Dave Fornshel, asking if the Village would like to donate to the Warren County Child Advocacy Center, which is not funded by Warren County and relies heavily on donations. He mentioned that the Village often utilizes the services provided by this program.

- Chief Copeland said that the expansion of the turn lanes at the new stoplight on Route 42 and Corwin Road should start soon. The goal is to complete this project by the end of the summer.
- The paperwork for Well 10 has been submitted to the Ohio EPA. PCI will install the electrical components for this project, and Dave Stout of InControl will connect the new Well to the Village's SCADA system. The well is expected to be operational by April.
- Kelly Maloney from the Mary L. Cook Library called about standing water on Old Stage Road in front of the library. Upon inspection, a low spot on the road is preventing proper drainage. Fed Excavating will lower this area to address the drainage issue. Additionally, during the inspection of the catch basin, it was found that the fiber optics contractor had transected the line, which will be repaired during the work.
- Chief Copeland provided a list of all the municipalities that were awarded OPWC grants, and the Village locked in for Fifth and Sixth Street. He stated that the next OPWC project he would like to apply for would be to replace the water lines on Old 73 and complete the water loop.
- The Street Department has been out filling and sealing potholes.
- Chief Copeland has been in touch with potential buyers for the Hammel House. He has also been contacted by Jerry Hoffman regarding his plans for the property between the Mill Race and Route 42.
- A new code enforcement vehicle has been purchased.
- The Village received a check from Sigma Technologies for a right-of-way permit to install fiber optic lines throughout the Village.

Police Report

- February Calls for Service and Mayor Court month-end reports have been submitted for review.
- Chief Copeland attended the Warren County Veterans Court graduation.

Mrs. Miller motioned to donate \$1,000 to the Warren County Children's Advocacy Group, and Mr. Powell seconded the motion.

Motion – Miller
Second – Powell

Roll Call – 6 yeas

Mrs. Miller asked whether the Village should check other catch basins to ensure that the company laying fiber-optics has not transected any of them. Mr. Gallagher added that companies are supposed to dig one foot below existing utilities to prevent this, but he agreed with Mrs. Miller that it would be helpful to inspect other catch basins. Chief Copeland stated he will have

the Street Department review this when they compile a list of catch basins to be repaired this year.

Mr. Nation asked Chief Copeland about the complaint he received regarding code violations on Fourth Street. The resident said they have not received any follow-up on the complaint. Chief Copeland stated that Sgt. Denlinger visited the address at 3:00 p.m., and the property had been cleaned up. Mr. Nation asked for someone to please respond and follow up with the complainant.

Financial Director Report

None

Law Report

None

Mr. Nation mentioned a discussion about implementing a code requiring rental properties to register with the Village. Mr. Forbes said he could develop a rental registration code. Mrs. Miller agreed that this would be a good way to help protect properties. Mr. Forbes explained that there is a basic rental registration that would simply require property owners to register their property if they intend to rent it. The next level involves a rental inspection ordinance that would mandate inspections to ensure properties meet rental standards. This has been scrutinized because such inspections could be viewed as a violation of the Fourth Amendment.

Mr. Nation inquired about the vacant building ordinance code and said that, after discussion with Heritage Ohio, they suggested the annual fee be doubled each year the property remains vacant, with a cap. He also asked about the requirement for insurance on vacant buildings, as they are more susceptible to damage and vandalism. Mr. Forbes explained that the insurance requirement is part of the current ordinances, as owners must provide proof of insurance when registering. He mentioned he can incorporate the proposed changes to double the fee for commercial properties, and the exhibit can be amended when the Council considers adopting the code. Mr. Gallagher asked whether the fees would still be subject to discretion. Mr. Forbes responded that the owner can still apply for relief. He added that this is a good starting point to have a regulation in place and that it can always be amended. Mr. Nation concluded by saying that this will give the new Code Enforcer the tools to monitor these vacant buildings.

New Business

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2026-009

Authorizing the Village Manager to Enter into a Contract with Fed Excavating, Inc. in an Amount Not to Exceed \$12,000 for the Repair of Existing Catch Basins Within the Village Stormwater System

Mr. Colvin motioned to have the first-reading of Ordinance 2026-009, and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 6 years

Ordinance No. 2026-010

An Ordinance Enacting Chapter 155 of the Waynesville Codified Ordinances Regarding Vacant Building Registration

Mr. Nation motioned to have the first-reading of Ordinance 2026-010, and Mr. Powell seconded the motion.

Motion – Nation
Second – Powell

Roll Call – 6 years

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor of adjourning at 7:49 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

April 6, 2026

Chief Copeland

Manager

- The Maintenance Department has installed a new shutoff valve near 1253 Lytle Road. This new valve will enable them to shut down the water main for repairs in the area without draining the water tower, as was necessary in the past.



- The Ohio Department of Transportation (ODOT) has started the traffic signal project for PID 118273, WAR-US 42-20.23. Ryan Oeder, the ODOT Transportation Manager, has provided a project timeline, which I have included for your review. I am collaborating with Jeremy Gilbert from Barrett Construction, who has begun making lane changes, installing stormwater basins, and performing curb work. However, I learned that Ameron Pole Productions is currently behind schedule due to increased orders and shipping delays. Attached is a letter to Bayside Supply, and the delivery date for our project poles is set for July 31st. I also reached out to Jeremy Gilbert and Ryan Oeder regarding the safety concerns of allowing vehicles to cross the SR 42 construction area. I recommended closing the median lane and designating Corwin Ave. and North St. as right-turn-only during Phase 1 of the project. Additionally, I suggested implementing a temporary speed reduction in the work zone. Jeremy mentioned that they are trying to complete the project by the end of August, before the Sauerkraut Festival.



- On March 24th at 10 a.m., I had a meeting with Doug Ruedisueli from Elite Computers to discuss obtaining a quote for the IT services they offer and the requirements of House Bill 96. Elite Computers currently provides services to fourteen municipalities, including Springboro, Clearcreek, Franklin, and Miamisburg. Doug has provided quotes, which I have attached for your review. His company will return on Tuesday, April 7th, at 9:30 am to assess our SCADA system, all our computers, and our server for recommendations to include in the quote.

- On March 24th, the Village Water Department repaired a service line break at 37 South Third Street. The brass fitting has been sent to Ford Brass Fittings Company for warranty replacement, as it was identified as faulty.



- I am sharing progress photos of the catch basin on Old Stage, which was addressed by Kelly Maloney, the Director of the Mary L. Cook Library. The Council approved the necessary repairs. The lines have been cleaned, and the basin has been repaired. Fed Excavating will measure the road grade and repave it to ensure a 3-inch drop.

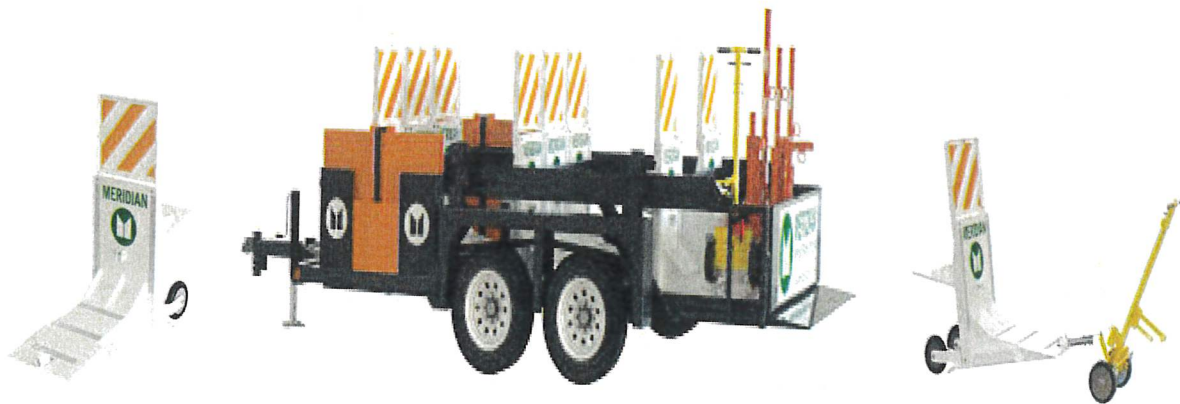


- On March 25th at 10 am, I had a meeting with Angie Layne from NAV Realty, Jake Kozberg, Mike Medvedkov, and Madeline Stone from Addison Builders. They are interested in purchasing the Lemay property on Wilkerson Lane to develop a neighborhood development and some commercial spaces for potential businesses in the PID section of the property. I advised them to schedule a meeting with the Public Works Committee once their preliminary plans are complete. In addition, they are working with Warren County Water and Sewer regarding the capacity of a sanitary line for a subdivision. This will allow them to share their plans and receive feedback from the committee members and the Council. I will keep you updated on any progress and requested meeting dates.

- I received a complaint from Village Salvage regarding speeding vehicles in the alley behind their business. They requested the installation of speed signs; however, I believed that a speed bump would better address their concerns. As a result, the Maintenance Department installed a portable speed bump directly behind their business.



- I have prepared Ordinance #2026-014 as an emergency measure for the Meridian Rapid Defense Group to purchase a Meridian Archer Trailer Kit 1000 for \$122,245.70. This purchase is necessary for the upcoming Main Street events and is part of the approved 2026 appropriations.



- I want to share some important information about a new bill that was recently passed in Ohio. Ohio House Bill 92 was approved last month and will have an impact on our village. In summary, the bill states that unpaid water bills cannot be the responsibility of landlords. This has been a recurring issue for us. The bill is now moving on to the Senate for approval. If it passes, I recommend that the Council consider amending our code to require that water bills remain the responsibility of the property owner. The property owner would have the option to collect the water bill directly from their tenant or to modify their rental agreements to include water charges.
- The Ohio Environmental Protection Agency has approved the tests and samples for well #10, allowing the project to proceed. Next week, PCI will install the electrical box and wiring. At the same time, InControl will work with PCI to install the SCADA system for the new well and synchronize it with the other wells.

- Smith Corp is progressing on schedule with the Fourth Street project. The main line has been installed and tested. They are installing two vaults with PRV/shutoff valves, followed by lateral lines connecting the main line to the meter pits.



- A Public Works meeting is scheduled for April 6th at 6 pm. Ron Hoffman has requested a discussion of his plans for the property located between SR 42 and Mill Race, extending from SR 73 to Corwin Avenue.
- I met with Corwin Mayor Jess Cordery III on March 24th at 12:30 pm to discuss the future of Waynesville and Corwin in relation to House Bill 331 and the newly proposed standards. On March 27th, I provided Mayor Cordery with a tour of all the village facilities. He will meet with the Corwin Village Council to discuss the options presented.
- The village-wide garage sale is scheduled from Thursday, June 18, to Sunday, June 21. No permit is required to participate on these dates.

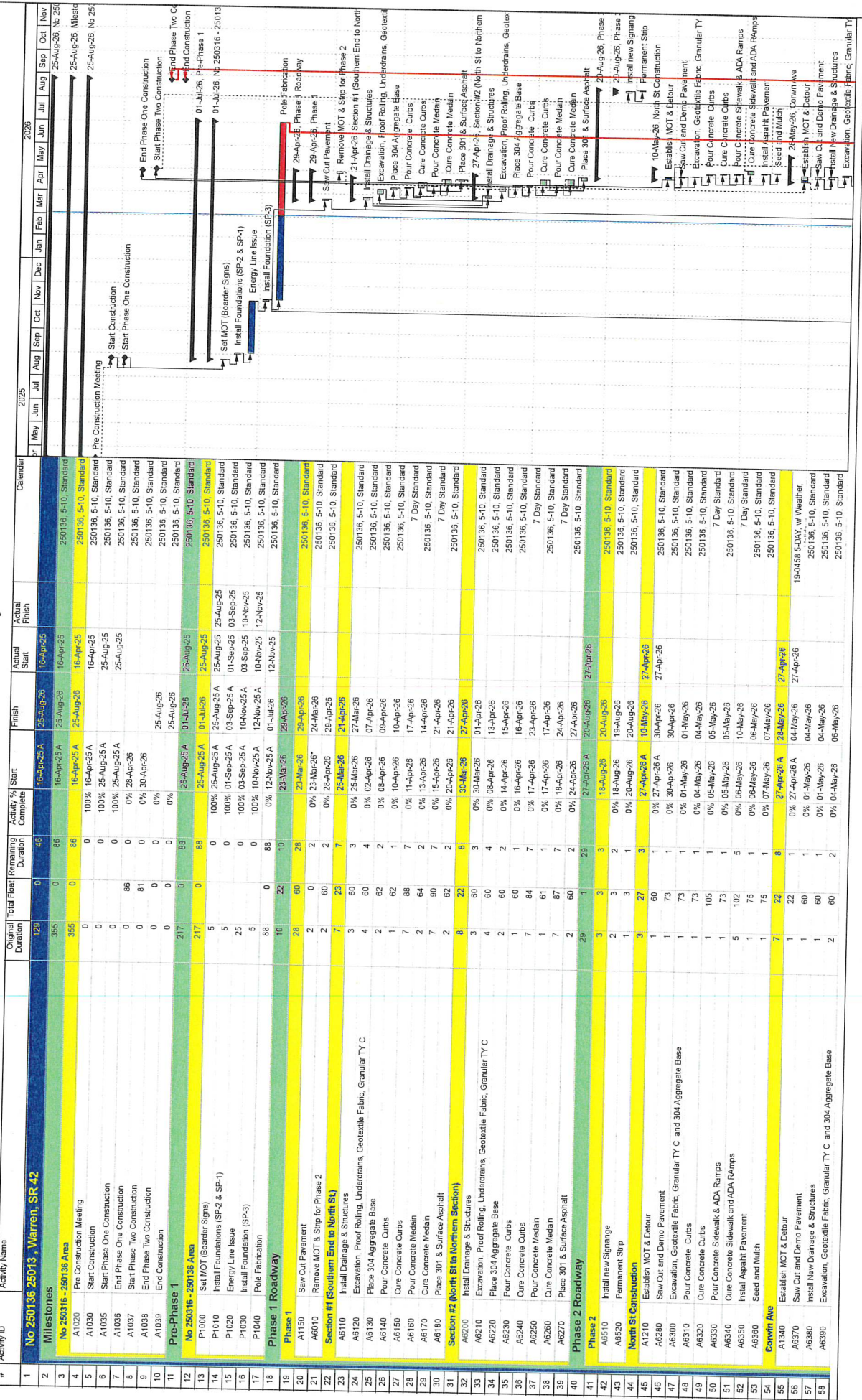
Police

- The dispatched calls for service in March have been included for your review. Please contact me if you have any questions or concerns.
- The March Mayor's Court report is provided for your review. Please contact Ashley or me if you have any questions or concerns.

- Sgt. Denlinger has submitted his code enforcement report. If you have any questions or additional locations for investigation, please reach out to me or Sgt. Denlinger.
- Waynesville Community Church, 1009 Lytle Rd. Waynesville, dropped off a thank-you card and an ink pen for each officer.
- On March 17th, I was returning from Liberty Collision in Centerville when I noticed a passenger van stuck on the side of the road. I stopped to help, as the vehicle had several children inside. I managed to push the van out of the low spot it was in. Mrs. Erika Chambers later sent a thank-you card, which is included with this report.
- On March 17th, Donna and Steve Rapien of Victoria Place in Waynesville dropped off a thank-you card and treats for services rendered while they were on vacation for the officers. A copy of the card is provided.



ODOT 250136, SR 42, Waynesville





Ameron Pole Products, LLC
1020 B Street
Fillmore, CA 93015
(805) 524-0223

Date: 3/25/26

Project: ODOT 250136 / US 42 Intersection, PID #118273

Customer: BAYSIDE SUPPLY

Sales Order: 301673

Purchase Order: 2103

Truck: 098

To Whom It May Concern,

We regret to inform you our Tulsa manufacturing facility has been experiencing production and shipment delays. In addition to the material delays, skilled labor shortages in key positions have caused lead times to be extended. Galvanizing lead times have also increased due to a surging demand throughout our industry.

The order has been assigned an estimated ship date of 7/31/26 from Tulsa, Oklahoma.

We appreciate your business and look forward to servicing all your future needs.

Regards,

Layla Marji

Customer Experience

Ameron Pole Products | Tulsa, OK 74012

918.585.5611 | AmeronCustomerService@arcosa.com

ARCOSA

Gary Copeland

From: Ryan.Oeder@dot.ohio.gov
Sent: Wednesday, April 1, 2026 10:58 AM
To: Gary Copeland
Subject: RE: 250136 PID 118273 US 42 & Corwin Ave. traffic concern & Strain Pole delivery dates

Gary,

I spoke with our District Traffic Engineer yesterday and his comments are below. Barrett is communicating with A&A Safety to get Right hand turn only signs and drums out there on the project now. Let me know if you have any questions or concerns.

- As discussed, this is acceptable. Install a Right Turn Only sign on Corwin and on North St. Use drums to visually channelize drivers to the right turn. The center of the intersection will need to remain open for US 42 left turns.

Thanks,



Ryan Oeder
Transportation Manager 3, CPA
District 8 Construction
505 S. SR-741, Lebanon, Ohio 45036
D: 513-594-5507 C: 513-594-5507
Ryan.Oeder@dot.ohio.gov

From: Oeder, Ryan
Sent: Tuesday, March 31, 2026 3:10 PM
To: gcopeland@waynesville-ohio.org
Subject: 250136 PID 118273 US 42 & Corwin Ave. traffic concern & Strain Pole delivery dates

Gary,

I spoke with my inspector today on the job site and he said you had stopped out and showed concern on the intersection crossing at Corwin Ave. & US 42. I have sent this information to our District Traffic Engineer to review. I'll let him review the concern and discuss with him. Soon as I have an answer I will let you know.

Strain Poles for the Traffic Lights, they are a challenge to get here in the past and seem to be still. From an email I received yesterday I have a delivery date of End of July 2026 on the poles. Barrett is looking to have all Roadway work done by Mid-May if weather permits. If any change I will let you know.

If any questions or concerns please let us know.

Thanks,



**Department of
Transportation**

Ryan Oeder

Transportation Manager 3, CPA

District 8 Construction

505 S. SR-741, Lebanon, Ohio 45036

D: 513-594-5507 C: 513-594-5507

Ryan.Oeder@dot.ohio.gov



Quote

Quote Number: 2024-299

Payment Terms:
Expiration Date: 04/25/2026

Prepared For:

Gary Copeland
Village of Waynesville
1400 Lytle Road
Waynesville, OH 45068
United States
1-513-897-8015
gcopeland@waynesville-ohio.org

Prepared By:

Doug Ruedisueli
Elite Computers
7985 Washington Woods Drive
Washington Township, US 45459
United States
937-684-9819
doug@elite-computers.net

Quantity	Item	Unit Price	Extended Price
Monthly Items			
15	MSP Services (Per Agent) <i>MSP Services – Comprehensive management of all network infrastructure and endpoint devices, billed on a per-agent, per-month basis.</i>	\$125.00	\$1,875.00
1	Backups <i>Fully managed backup solution with 30 days of local retention and 1 year of secure cloud retention, providing complete disaster recovery capabilities</i>	\$275.00	\$275.00
Monthly Total			\$2,150.00
Subtotal			\$2,150.00
Total Taxes			\$0.00
Total			\$2,150.00

Prices are valid for 30 days and for the quantities listed on the quote request unless otherwise noted.

Some products might be delayed due to supply chain disruptions.

Cybersecurity & IT Protection Proposal

Village of Waynesville, Ohio

Prepared by: Elite Computers Inc.

Executive Summary

Elite Computers Inc. is pleased to present this cybersecurity and data protection proposal designed specifically for the Village of Waynesville.

The goal of this proposal is simple:

Ensure the Village meets Ohio House Bill 96 (HB 96) cybersecurity requirements while significantly improving overall protection against modern cyber threats.

This solution provides a layered, proactive security approach that protects Village systems, sensitive data, and daily operations—while aligning with nationally recognized standards such as the **NIST Cybersecurity Framework (NIST CSF)**.

What is HB 96 and Why It Matters

Ohio House Bill 96 requires local governments to adopt cybersecurity best practices to:

- Protect sensitive government and resident data
 - Reduce the risk of ransomware and cyber attacks
 - Ensure continuity of operations
 - Align with recognized frameworks like NIST
-

Proposed Security & IT Services

Elite Computers will implement and manage the following services as a complete, fully integrated cybersecurity solution:

1. Managed Patching (System Updates & Vulnerability Management)

Automated patching of Windows and third-party applications to eliminate known vulnerabilities.

2. Managed EDR (Endpoint Detection & Response)

Advanced endpoint protection that detects, blocks, and responds to threats such as ransomware in real time.

3. Managed SOC (24×7 Security Monitoring)

Continuous monitoring and response by a dedicated Security Operations Center to detect and stop threats at any time.

4. User Training & Security Awareness

Ongoing employee training and simulated phishing campaigns to reduce risk from human error.

5. Cisco Duo Multi-Factor Authentication (MFA)

Adds a second layer of security to user logins, protecting critical systems even if passwords are compromised.

6. Datto BCDR (Backup & Disaster Recovery)

Comprehensive backup and disaster recovery solution that includes:

- 30 days local backup retention
 - 1 year secure cloud retention
 - Rapid system recovery in the event of failure or ransomware
 - Ability to run systems in the cloud during outages
 - Immutable backups protected from deletion or encryption
-

How This Aligns with NIST & HB 96

NIST Function	How This Proposal Meets It
Identify	Asset visibility and system management
Protect	Patching, MFA, training, endpoint security
Detect	Managed SOC + EDR monitoring
Respond	24×7 threat response and containment
Recover	Datto BCDR disaster recovery

Investment & Pricing

This solution is structured with a combination of **per-device (agent) pricing** and a **fixed backup infrastructure cost**.

Managed Security Services (Per Agent)

- **Cost per Agent:** \$125 per month
- **Estimated Agent Count:** 15 devices

Subtotal:

15 Agents × \$125 = **\$1,875 per month**

Includes:

- Managed Patching
 - Managed EDR
 - 24×7 Managed SOC
 - User Training & Awareness
 - Cisco Duo MFA
 - Unlimited Support (Business Hours)
-

Backup & Disaster Recovery (Datto BCDR)

- **Flat Monthly Cost:** \$275 per month

Includes:

- Local backup appliance
- Cloud replication (1-year retention)

- Disaster recovery capabilities
 - Ransomware protection via immutable backups
-

Total Monthly Investment

- Managed Services: **\$1,875/month**
- Datto BCDR: **\$275/month**

Total: \$2,150 per month

Key Benefits to the Village

- Full **HB 96 Compliance Alignment**
 - 24x7 Cybersecurity Monitoring & Response
 - Protection Against Ransomware & Data Breach
 - Reliable Backup & Rapid Disaster Recovery
 - Predictable Monthly Budget
 - Improved Cyber Insurance Readiness
-

Why Elite Computers

Elite Computers specializes in supporting **local governments and public safety organizations** across Ohio. We understand:

- HB 96 and NIST compliance requirements
- CJIS and public safety environments
- How to implement security without disruption
- How to communicate effectively with councils and leadership

CALLS FOR SERVICE

From Date: 03/01/2026 12:00:00am

To Date: 03/31/2026 11:59:59pm

Type Description	Count
911 Hangup / Silent	5
Alarm	5
Animal Complaint	1
Attempt to Locate	3
Business Check	56
Citizen Assist	5
Civil Process	1
Criminal Warrant Service	1
Directed Patrol	4
Disorderly Conduct/Intox. Subject	1
Domestic Violence	2
Escort	7
Extra Patrol	291
Fire Call	14
Follow Up Investigation	14
Harassment/Stalking/Threats	1
Hit Confirmation	1
Juvenile Complaint	1
Lock Out	4
Medical	30
Mental Disorder	3
Mutual Aid	1
Noise Complaint	1
Notification Only	3
Parking Complaint	12
Phone Call	26
Recovered Property	2
Road Closure	1
Road Hazard/Disabled Vehicle	5
Road Re-Open	1
Solicitor Complaint	2
Special Detail	16
Suspicious Cir/Per/Veh - Past	1
Suspicious Circumstances	1
Suspicious Person	5
Suspicious Vehicle	3
Theft	2
Traffic Crash	4
Traffic Crash Unk. Injuries	2
Traffic Offense	4
Traffic Stop	56
Trespassing	1
Utility Problem	2
Vacation House Check	46
Vehicle Theft - Past	1
Well Being Check	6
TOTAL	654

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for March 2026

Page : 1
Report Date : 04/01/2026
Report Time : 09:30:59

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$468.00	\$1,269.00	\$1,224.00
Local Costs	\$1,944.00	\$5,322.00	\$5,320.00
Additional Costs	\$0.00	\$0.00	\$78.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$6,795.00	\$22,140.60	\$14,387.90
Fees			
Fees	\$250.00	\$750.00	\$495.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$-132.56
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$9,457.00	\$29,481.60	\$21,372.34
State Revenue From:			
Court Costs			
Victims of Crime	\$468.00	\$1,269.00	\$1,202.00
Drug Law Enforcement Fund	\$175.00	\$465.50	\$448.00
Indigent Defense Support Fund (Costs)	\$1,335.00	\$3,555.00	\$3,370.00
Total to State:	\$1,978.00	\$5,289.50	\$5,020.00
Other Revenue From:			
Court Costs			
Indigent Driver ALC Treatment Fund	\$75.00	\$199.50	\$192.00
Restitution			
Restitution	\$0.00	\$0.00	\$155.00
Total to Other:	\$75.00	\$199.50	\$347.00
TOTAL REVENUE *	\$11,510.00	\$34,970.60	\$26,739.34
*Includes credit card receipts of	\$3,000.00	\$10,760.00	\$10,261.00

END OF REPORT

2026 Code Enforcement

Date	Address	Violation(s)	Verbal	Letter	Follow Up	Deadline	Citation	Resolved	Court Dispo.
12/15/2025	183 S 3rd St	Weeds		12/15/2025		12/19/2025			
12/15/2025	183 S 3rd St	Roofs and Drainage, Handrails		12/15/2025		12/26/2025			
12/22/2025	208 S 3rd St	Siding		12/22/2025		1/9/2026		1/9/2026	
12/22/2025	17 N Us Rt 42	Outdoor Storage and Junk		12/22/2025		12/26/2025		1/3/2026	
12/22/2025	109 N Main St	Outdoor Storage and Junk		12/22/2025		12/29/2025			
12/22/2025	109 N Main St	Siding and Gutters		12/22/2025		1/12/2026			
12/22/2025	207 N Main St	Siding		12/22/2025		1/12/2026		1/12/2026	
12/22/2025	141 North St	Outdoor Storage and Junk		12/22/2025		12/29/2025		12/29/2025	
12/29/2025	557 Chapman St	Junk Motor Vehicles		12/29/2025		1/2/2026		1/16/2026	
12/29/2025	207 S 3rd St	Brush		12/29/2025		1/5/2026			
12/29/2025	513 High St	Junk Motor Vehicles, Outdoor Storage,		12/29/2025	03/23/2026 left letter on door	1/12/2026			
1/23/2026	15 N 3rd St	Front porch		1/23/2026		2/6/2026			

2026 Code Enforcement

Date	Address	Violation(s)	Verbal	Letter	Follow Up	Deadline	Citation	Resolved	Court Dispo.
1/23/2026	15 N 3rd St	Outdoor Storage	1/23/2026		03/10/2026 selling in sale Apr. 9-12	1/30/2026			
1/23/2026	17 N Us Rt 42	Couch, Mattresses and trash outside	1/23/2026			1/24/2026		1/24/2026	
1/23/2026	143 S 3rd St	Junk Motor Vehicle	1/23/2026		03/10/2026 selling in sale Apr. 9-12	1/30/2026			
1/23/2026	400 S. Main St	Couch by dumpster	1/23/2026			1/24/2026		1/23/2026	
1/23/2026	159 N 3rd St	2 Junk cars and junk basketball hoop		1/26/2026	02/23/26 Spoke with John, ext.	2/6/2026		2/13/2026	
1/23/2026	181 N 3rd St	Junk car		1/26/2026	02/23/26 Spoke with Mike, ext.	2/6/2026		2/13/2026	
1/23/2026	225 Edwards Rd.	Outdoor storage, junk		1/26/2026		2/6/2026			
1/23/2026	730 Dayton Rd	Dead trees in yard		1/26/2026	Attempted contact 03/30/2026	2/6/2026			
1/23/2026	579 Chapman St	Dead trees in yard		1/26/2026	Attempted contact 03/30/2026	2/6/2026			
1/23/2026	84 N Main St	Trash on sidewalk	1/23/2026			1/24/2026		1/24/2026	
1/23/2026	898 Dayton Rd	Junk fence sections		1/26/2026		2/6/2026		2/6/2026	
1/23/2026	220 E Ellis Dr	Appliances outside, Junk car		1/26/2026		1/30/2026		2/7/2026	
1/23/2026	116 N 3rd St	4 cars parked in grass		1/26/2026	02/09/26 Spoke with Anthony, ext.	2/6/2026		2/20/2026	

2026 Code Enforcement

Date	Address	Violation(s)	Verbal	Letter	Follow Up	Deadline	Citation	Resolved	Court Dispo.
1/23/2026	272 North St	Windows/doors, rotten wood		1/26/2026		2/13/2026			
1/23/2026	59 N Main St	Trash in alley		1/26/2026	02/23/26 Spoke with Adam, ext.	1/30/2026		2/28/2026	
1/23/2026	71 N Main St	Trash in alley		1/26/2026	02/23/26 Spoke with Tom, ext.	1/30/2026		2/28/2026	
1/23/2026	22 S Main St	Outdoor storage of items	1/23/2026			1/30/2026		2/20/2026	
1/23/2026	251 Chapman St	Outdoor storage		1/26/2026	02/23/26 Spoke with Kelly, ext.	2/6/2026		2/20/2026	
1/23/2026	563 Robindale	Trailer parked on street		1/26/2026		1/30/2026		1/30/2026	
1/23/2026	1331 White Rose	Trailer parked on street		1/26/2026		1/30/2026		1/30/2026	
2/9/2026	563 Robindale Dr	Disabled Motor Vehicle	2/9/2026			2/13/2026		2/15/2026	
2/23/2026	50 N Main St.	Gutter and Rotten Wood		2/23/2026		3/9/2026			
3/2/2026	10 N. Main St.	trash, outdoor storage	3/2/2026			3/3/2026		3/3/2026	
3/2/2026	84 N. Main St.	trash, outdoor storage	3/2/2026			3/4/2026		3/4/2026	
3/2/2026	120 N. Main St.	trash, outdoor storage	3/2/2026			3/3/2026		3/3/2026	
3/16/2026	162 N 4th. St	Broken front door		3/16/2026		3/30/2026		3/28/2026	

2026 Code Enforcement

Date	Address	Violation(s)	Verbal	Letter	Follow Up	Deadline	Citation	Resolved	Court Dispo.
3/22/2026	674 Miami St.	Disabled Motor Vehicle	3/22/2026			3/24/2026		3/24/2026	
3/30/2026	152 N. Main St.	Furniture at curb	3/30/2026			3/31/2026			
3/30/2026	155 S. Main St	Roof	3/30/2026			4/6/2026			
3/30/2026	19 N. Us. Rt. 42	Couches outside	3/30/2026			3/31/2026			

First of all thank you to
each one for your service.
we were good camping
for 45 days. We
gently appreciated
your care of our
home. We knew we
could go away and
not worry.

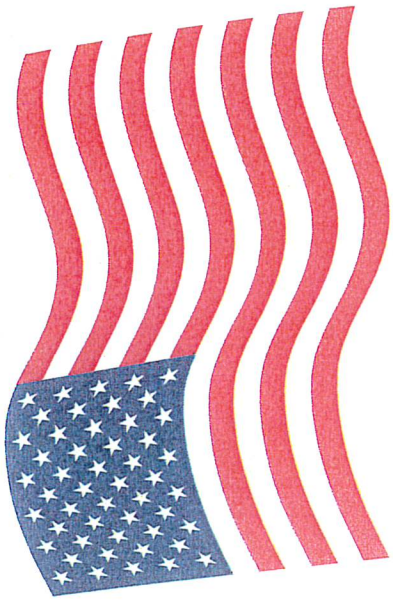
God bless each one of
you and keep you safe.
We appreciate all of
you so much and

Thank you
Dennis & Steve Rapson
106 Victoria Place



John 15:13

"Greater, love has no
one than this, than to
lay down one's life for a
friend."



THANK YOU FIRST RESPONDERS!

Police - EMS - Sheriff - Fire

—From the CARE Team

Thank you for all you do
for our town and keeping
Safe

WAYNESVILLE
Community Church

1009 Lytle Road
Waynesville, OH 45068

Dear Officer Copeland,

I just wanted to thank you so much for stopping to help push my van out when I got stuck on the side of the road last Tuesday. I was so lucky you came along and saved me from a bigger headache of a situation, especially with kids in the car. I am so grateful for your service in our community. Thank you again!

Warmly,
Zyka Chambers

THANK
YOU
SO MUCH



Finance Director Report

April 6, 2026

- I met with Jason Leyda and Trish Hogan from LCNB Bank to discuss monthly banking fees. They will be putting together a proposal to be reviewed at the Finance Committee meeting.
- The Village received \$25,000 from Wayne Township for the collaboration on replacing the fire hydrants during the OPWC Franklin Phase II project.
- A copy of the notice to legislative authorities on objections to the renewal of a retail liquor permit has been provided. These are set to be renewed on June 1st. If there are no objections, Council does not have to do anything.
- I attended the Local Government Services Conference from March 18th to 20th. I have met the hours required by the Fiscal Integrity Act, including CPRT (Certified Public Records Training) and ethics.
- It's that time of year again to start thinking about the 2027 budget.

Thank You,

Jamie Morley

Finance Director/Clerk of Council



March 10, 2026

WAYNESVILLE CITY COUNCIL
ATTN CLERK
1400 LYTLE RD
WAYNESVILLE, OH 45068

**NOTICE TO LEGISLATIVE AUTHORITIES
Objections to Renewal of a Retail Liquor Permit**

Dear Clerk of Legislative Authority:

All Class C and D retail permits that sell alcoholic beverages in your political subdivision will expire on **June 1, 2026**. Every retail permit holder must timely file an online renewal application with the Division to maintain their permit privileges and ability to sell alcoholic beverages.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. This is your only opportunity to object to the renewal of problematic liquor permit premises in your community.

To register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority **MUST** pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision **MUST** submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

The resolution and Chief Legal Officer's statement must be emailed to liquorlegal@com.ohio.gov or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than May 4, 2026.

You can find retail permit holders within your jurisdiction by going to com.ohio.gov/liquorinfo and selecting the "All Permits" tab. Use the search slicers to select the "issued, issued-pending transfer" status, the classes (C/D), and your taxing district number in the report. You can also contact your local law enforcement agency in case it has any information that can help you decide whether to object and request a hearing. For more information on other ways to deal with problem establishments, including a copy of this letter, go to com.ohio.gov/govhelp.

If you decide not to object to any permit premises within your jurisdiction, then no response is needed. The Division will process non-objected to renewal applications as appropriate.

If you have questions, please contact the Legal Section at liquorlegal@com.ohio.gov. For more information, sign up for our emails at com.ohio.gov/stayinformed.

DOLC Licensing and Legal Sections

ORDINANCE NO. 2026-011

**AUTHORIZING A HEALTH INSURANCE PLAN FOR VILLAGE
EMPLOYEES AND DECLARING AN EMERGENCY**

WHEREAS, Council for the Village of Waynesville has always desired that all regular full-time employees be covered by medical insurance; and

WHEREAS, Council further desires to authorize health insurance for the period beginning May 1, 2026 and ending April 30, 2027.

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

Section 1. That the Council for the Village of Waynesville hereby authorizes and approves the health insurance plan set for in Exhibit A, attached hereto and incorporated herein by reference, for the period beginning May 1, 2026 and ending April 30, 2027.

Section 2. That the Village Manager is further authorized to execute any and all documents necessary for the administration of this program.

Section 3. That the Finance Director is hereby authorized to make any and all payments as required by the plan.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to adopt the health insurance plan before the expiration of the existing plan.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

Renewal AFA Medical Cost Grid

Plan Name Plan ID	Ded/Co-ins, PCP/SPEC RX	Network	EE	EE + SP	EE + CH	FAM	Total	AGE (TOTAL)	Stop loss (TOTAL)	Admin (TOTAL)	TRO (TOTAL)	% Change
CURRENT PLANS												
NA	AFA CPOSII 5000 100/50 CY V24 ID: 30018720	CPOS II	\$547.25 (4)	\$1,240.20 (1)	\$1,088.76 (1)	\$1,683.06 (5)	\$12,933.26 (11)	\$5,486.47	\$6,498.21	\$884.07	\$64.51	NA
			\$12,933.26									
RENEWING PLANS												
X	AFA CPOSII 5000 100/50 CY V25 ID: 30021181	CPOS II	\$907.60 (4)	\$2,131.42 (1)	\$1,863.97 (1)	\$2,913.56 (5)	\$22,193.59 (11)	\$9,939.28	\$11,840.15	\$264.44	\$149.72	71.60
			\$22,193.59									





Coverage for: Employee + Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.HealthReformPlanSBC.com or by calling 1-888-982-3862. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-888-982-3862 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: Individual \$5,000 / Family \$10,000. Out-of-Network: Individual \$10,000 / Family \$30,000.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there services covered before you meet your deductible?	Yes. Certain office visits, preventive care, urgent care and prescription drugs in-network.	You don't have to meet deductibles for specific services.
Are there other deductibles for specific services?	No.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is the out-of-pocket limit for this plan?	In-Network: Individual \$7,500 / Family \$15,000. Out-of-Network: Individual \$25,000 / Family \$75,000.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, penalties for failure to obtain pre-authorization for services, and health care this plan doesn't cover.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Will you pay less if you use a network provider?	Yes. See http://www.aetna.com/docfind or call 1-888-982-3862 for a list of in-network providers.	You can see the specialist you choose without a referral.
Do you need a referral to see a specialist?	No.	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	Physician/surgeon fees	0% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	Emergency room care	\$300 <u>copay/visit</u>	\$300 <u>copay/visit</u>	Copay waived if admitted. Out-of-network emergency room care cost-share same as in-network. No coverage for non-emergency care.
If you need immediate medical attention	Emergency medical transportation	0% <u>coinsurance</u>	0% <u>coinsurance</u>	Out-of-network cost-share same as in-network.
	Urgent care	\$75 <u>copay/visit</u> , <u>deductible</u> does not apply	50% <u>coinsurance</u>	No coverage for non-urgent use.
	Facility fee (e.g., hospital room)	0% <u>coinsurance</u>	50% <u>coinsurance</u>	Out-of-network precertification required or \$400 penalty applies per occurrence.
If you have a hospital stay	Physician/surgeon fees	0% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	Outpatient services	Outpatient office visits: No charge; All other outpatient services: 0% <u>coinsurance</u>	Office visits and all other outpatient services: 50% <u>coinsurance</u>	None
	Inpatient services	0% <u>coinsurance</u>	50% <u>coinsurance</u>	Out-of-network precertification required or \$400 penalty applies per occurrence.
If you need mental health, behavioral health, or substance abuse services	Office visits	No charge	50% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	0% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	Childbirth/delivery facility services	0% <u>coinsurance</u>	50% <u>coinsurance</u>	Out-of-network precertification required or \$400 penalty applies per occurrence.
If you are pregnant	Office visits	No charge	50% <u>coinsurance</u>	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	0% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	Childbirth/delivery facility services	0% <u>coinsurance</u>	50% <u>coinsurance</u>	Out-of-network precertification required or \$400 penalty applies per occurrence.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-888-982-3862.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.

- If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.

Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- If your group health coverage is subject to ERISA, you may contact Aetna directly by calling the toll-free number on your Medical ID Card, or by calling our general toll free number at 1-888-982-3862. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-888-982-3862.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not unlawfully discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, disability, gender identity or sexual orientation.

We provide free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,

P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: P.O. Box 24030, Fresno, CA 93779),
1-800-648-7817, TTY: 711,

Fax: 859-425-3379 (CA HMO customers: 860-262-7705), CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocportal.hhs.gov/ocportal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of companies, including Aetna Life Insurance Company and its affiliates (Aetna).

ORDINANCE NO. 2026-012

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH THE LAW FIRM OF BRICKER GRAYDON WYATT LLP RELATED TO THE ESTABLISHMENT OF THE DOWNTOWN WAYNESVILLE SPECIAL IMPROVEMENT DISTRICT

WHEREAS, in conjunction with the Maintaining Old Main Street committee, the Village of Waynesville has determined it is in the best interest to establish a special improvement district; and

WHEREAS, the law firm of Bricker Graydon Wyatt LLP has experience in establishing special improvement districts and is willing to serve as special counsel to the Village of Waynesville for such purpose.

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

Section 1. The Village Is hereby authorized to execute an engagement letter with the law firm of Bricker Graydon Wyatt LLP related to the establishment of the Downtown Waynesville Special Improvement District, substantially in the form of the engagement letter attached hereto as Exhibit A.

Section 2. That the Finance Director is hereby authorized to make payments to said law firm upon proper invoice pursuant to the terms of the engagement letter.

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

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor



Bricker Graydon Wyatt LLP
312 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
513.621.6464 Office
www.bricker.com

J. Caleb Bell
Partner
614.227.2384 Office
jbell@bricker.com

March 20, 2026

VIA E-MAIL

Jamie Morley, Finance Director/Clerk of Council
1400 Lytle Road
Waynesville, Ohio 45068
jmorely@waynesville-ohio.org

Re: **Engagement as Legal Counsel**

Dear Ms. Morley:

On behalf of Bricker Graydon Wyatt LLP (the "Firm"), we are pleased to offer our services as counsel to the Village of Waynesville, Ohio (the "Village") to provide counsel to the Village in connection with the establishment of the Downtown Waynesville Special Improvement District (the "SID"). Collectively, our work with respect to the SID will include our end-to-end service model, consisting of but not limited to: (i) initial preparation and financial analysis related to the establishment of the SID, (ii) management of legal processes required to authorize the SID, and (iii) drafting and review of legal documentation with respect to the same (our advice to the Village hereunder constitutes the "Project"). For the avoidance of doubt, the Village understands that the Project was referred to the Firm by the Maintaining Old Main Street (MOMS) Committee associated with the Village, but the Village shall be the client for all purposes of the Project under this agreement because the MOMS Committee is not a legal entity.

We submit for your approval the following provisions governing our engagement. If you are in agreement with the terms outlined below, we'd ask that you please return one (1) executed original of this letter to our attention. If you have any questions about these provisions or would like to discuss possible modifications, do not hesitate to call us.

Client, Scope of Representation.

Our client in this matter will be the Village of Waynesville, Ohio. The MOMS Committee has recommended, and the Village has accepted, that the Firm provide legal services as outlined in this letter to the Village.

Specifically, our representation on this matter involves the establishment of the Downtown Waynesville Special Improvement District (the "Matter").



If the Village desires to retain our services on any other matters, we will prepare an additional letter similar to this one. Absent any other special arrangements, all other work done by us will be on the same general terms and conditions set forth in this letter.

Terms of Engagement.

J. Caleb Bell, Tyler J. Bridge, Andrew J. Hinton, and Benjamin J. Yoder will be representing the Village in this Matter. Either the Firm or the Village may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the Village in the Matter described above.

Fees and Expenses.

For the provision of the services described above, Bricker Graydon Wyatt LLP will charge a fee based on the actual time required to perform legal and professional services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We believe our billing rates for attorneys and legal assistants are competitive with other major firms in the Ohio market. Depending upon the special expertise and amount of experience involved, our hourly billing rates range from \$275.00 per hour for our most junior lawyers to \$785.00 per hour for senior partners. Our billing rates for legal assistants currently range from \$250.00 to \$430.00 per hour. Currently, Mr. Bell's standard hourly rate is \$750.00 per hour, Mr. Bridge's standard hourly rate is \$425.00 per hour, Andrew Hinton's standard hourly rate is \$410.00 per hour, and Mr. Yoder's standard hourly rate is \$565.00 per hour.

In our work on the Matter, we will charge our fee based on hourly work performed. We render our statements on a monthly basis, and we find that most clients appreciate receiving statements every month. The statements break out the disbursements incurred on your behalf. Disbursements include long distance telephone charges, delivery charges, reproduction costs, fax charges, filing fees, travel expenses, revenue modeling and other related costs incurred in the performance of our services.

We will diligently manage our work on the Matter, and we will seek your direction throughout the engagement to ensure an alignment between our work product and your expectations. If at any time we believe that an adjustment to our fee estimate is necessary, we will consult with you.

Please note that we take pride in the fact that we provide services as a Firm, and, as such, we retain discretion in the practice of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost-efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, I will maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned. As such, I will be the primary point of



contact for the Matter.

In addition to charges for legal and professional services as described above, the Firm also bills for certain expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication of documents (billed at \$0.20 per page); binding of documents; long-distance telephone calls (billed based upon AT&T direct dial rates); messengers, couriers and postal services (billed at our actual out-of-pocket cost without markup); secretarial overtime, word processing and other special staffing requirements; expenses for computerized legal research and other automated services; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses (billed at our actual out-of-pocket cost without markup).

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Payment of invoices is due upon receipt. We reserve the right to terminate our representation at any time if payment is not received within thirty (30) days of the date of a statement. We expect that all invoices and disbursements will be paid on a current basis.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of the Village will be completed upon the Firm sending a final statement for services rendered with respect to the Matter. You are engaging the Firm to provide legal services in connection with a specific Matter. After completion of the Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues arising from the Matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

When our representation of you in this or any particular Matter is complete, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may, upon reasonable notice and consistent with any public records laws, dispose of such papers and property. Following such completion, any otherwise non-public information that the Village has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Our own files pertaining to the Matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use



of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

It is our policy not to post unsecured documents to a public cloud or shared file system. In order to protect your data, we will deliver all material to you in an encrypted or otherwise secured manner. You agree to our use of encryption to maintain the security and confidentiality of your data.

Client Responsibilities.

In order to provide accurate and qualified legal services, the Village will agree to cooperate fully with the Firm and to provide promptly all information known or available to it relevant to its representation.

You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the responsibility of the Village to pay the Firm for legal and professional services rendered and to obtain any reimbursement from your insurer.

Conflicts.

We understand that the Village will be our client, not any of its individual staff members or elected officials.

The Firm, due to its vast and diverse representation, has previously, and may continue to, represent other local governments, developers, school districts, and financial institutions, in association with various issues and transactions that have arisen in similar but unrelated matters. In addition, as you are aware, the Firm has previously, currently does, and in the future may serve as counsel to many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, Villages, counties, and councils of governments with regard to matters unrelated to the Matter. You are further aware that some such unrelated matters involve our representation of such entities with respect to SID issues and transactions. We understand that the interests of the Village and any such entities with regard to such unrelated matters is not adverse, and that by signing this letter, the Village has consented to our previous, current, and future representation of such entities in those unrelated matters.

In order to distinguish those instances in which you consent to our representation of such other clients from those instances in which your consent is not given, you have agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to yours so long as (1)



such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the Village, of any confidential information that we have obtained as a result of our representation of the Village, and (3) we reasonably believe we will be able to diligently serve both the Village on the Matter, and the other client on the different matter. The Village will further agree that our representation of the Village in the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, and that the Village will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to, seeking the enactment, repeal, or amendment of various laws, regulations, or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Village's interests.

By executing this engagement letter, the Firm and the Village acknowledge that the Village is not engaging the Firm to provide Government Relations Services, and our work for the Village in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the Village's interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the Village is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the Village. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the Village would conflict with our previous representation or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the Village, and at our sole discretion, to withdraw from representation of the interests of the Village or refer that particular



matter out to other counsel to handle.

If the terms of this representation are agreeable to you, please sign and return to us a copy of this letter. If you have questions or concerns during the course of the representation, please do not hesitate to contact me, J. Caleb Bell at (614) 227-2384 or at jbell@bricker.com. We look forward to working with you.

Very truly yours,

AGREED:

BRICKER GRAYDON WYATT, LLP

VILLAGE OF WAYNESVILLE, OHIO

By: J. C. Bell
J. Caleb Bell, Partner

By: _____

Name: _____

Title: _____

Date: _____

ORDINANCE NO. 2026-013

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
CONTRACT WITH PCI SERVICES AND DECLARING AN EMERGENCY**

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 contract with PCI Services pursuant to the terms of the proposal attached hereto as Exhibit A.

Section 2. That the Finance Director is authorized to pay PCI Services an amount not to exceed \$59,000.00 pursuant to the terms of the proposal

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the contract at the earliest possible date in order for such services to begin in a timely fashion.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

ESTIMATE

P C I Services
62 Big Pine Rd
Winchester, OH 45697

nmerill6@gmail.com
+1 (937) 515-9369

Village Of waynesville

Bill to
Village of Waynesville
1400 Lytle Rd
Waynesville, OH 45068
United States

Estimate details

Estimate no.: 2026-010
Estimate date: 03/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/17/2026	material	Materials based on 1000 foot run the wire 2/0 xhhw	5000	\$6.87	\$34,350.00
2.			this is for estimating only when conduit is finished and proper measurements are made i will summit another quote			
					Total	\$34,350.00

Accepted date

Accepted by

ESTIMATE

P C I Services
62 Big Pine Rd
Winchester, OH 45697

nmerrill6@gmail.com
+1 (937) 515-9369

Village Of waynesville

Bill to
Village of Waynesville
1400 Lytle Rd
Waynesville, OH 45068
United States

Estimate details

Estimate no.: 2026-011
Estimate date: 03/17/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	03/17/2026	Services	3 men 60 hours each finish conduit install pull boxes measure for cabling and pull wire	180	\$70.00	\$12,600.00
2.	03/17/2026	rental	air compressor to blow down lines and mini excavator	1	\$1,959.67	\$1,959.67
3.	03/17/2026	material	Materials pull boxes, conduit, disconnect, Polaris lugs, butt splices, pole for disconnect, and stainless unistrutt with stainless fasteners	1	\$9,633.45	\$9,633.45

Total

\$24,193.12

Accepted date

Accepted by



ORDINANCE NO. 2026-014

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MERIDIAN RAPID DEFENSE GROUP AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville has determined that it is necessary and in the best interest of the Village to acquire certain traffic barriers and related accessories to ensure the safety of the public during community events; and

WHEREAS, Meridian Rapid Defense Group is qualified to provide said equipment and has provided a proposal for such; and

WHEREAS, Council has determined that the proposal meets the safety needs of the village.

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 contract with Meridian Rapid Defense Group pursuant to the terms of the proposal attached hereto as Exhibit A.

Section 2. That the Finance Director is authorized to pay Meridian Rapid Defense Group an amount not to exceed \$122,245.70 pursuant to the terms of the proposal

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the contract at the earliest possible date in order to obtain the equipment before the street closure season begins, to ensure the safety of attendees and the general public.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor



Meridian Rapid Defense Group Sales LLC
 177 E. Colorado Blvd
 Suite 200
 Pasadena CA 91105
 United States

Quote

#QUO-S-12468

GSA Contract #47QSWA19D001F

01/07/2026

Bill To
 Village of Waynesville
 1400 Lytle Rd
 Waynesville OH 45068
 United States

Ship To
 Village of Waynesville
 1400 Lytle Rd
 Waynesville OH 45068
 United States

Item	Date	Expires	Shipping Method	Sales Rep	Price Level	Quantity	Rate	Amount
	01/07/2026	04/07/2026	Freight Out	Logan J Dowell				
TRLKIT1000						1	0.00	
T1000					GSA	1	34,247.85	\$34,247.85
AB1200					GSA	8	6,513.75	\$52,110.00
AMHA003-2					GSA	1	1,925.18	\$1,925.18
AFTB001					GSA	2	574.18	\$1,148.36
AACN4F022					GSA	7	574.18	\$4,019.26
RG					GSA	1	12,540.18	\$12,540.18
WAYF-001					GSA	8	574.18	\$4,593.44
WF1RC					GSA	8	37.15	\$297.20
WF2STP					GSA	8	37.24	\$297.92
WF3C					GSA	8	37.24	\$297.92
WF4PTO					GSA	8	37.24	\$297.92
ACP003ADA					GSA	14	287.09	\$4,019.95
End of Group							0.00	\$115,795.18
AGP001					GSA	8	56.94	\$455.52

Subtotal	\$116,250.70
Shipping Cost	\$5,995.00
Tax (0%)	\$0.00
Total	\$122,245.70

Notes:

Payment Terms:

Due to high demand, Meridian is requesting a 50% deposit to ensure timely delivery of your product.



QUO-S-12468

ORDINANCE NO. 2026-015

AN ORDINANCE ESTABLISHING CERTAIN POSITIONS AND AMENDING THE BASE PAY RATES AND RANGES OF VILLAGE OF WAYNESVILLE EMPLOYEES AND DECLARING AN EMERGENCY

WHEREAS, the Village Council of the Village of Waynesville has reviewed the base rates and ranges of Village of Waynesville employees; and

WHEREAS, Council recommends an adjustment to the base rates and ranges pursuant to the exhibit which is attached hereto and marked as Exhibit "A" and incorporated herein.

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

Section 1. That the established positions and base pay rates for Village of Waynesville employees shall be the positions, rates and ranges set forth on Exhibit "A" which is attached and incorporated herein by reference. These rates and ranges shall replace and supersede any other rates and ranges that are in conflict.

Section 2. hat this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to execute the contract with the new Code Compliance Officer at the earliest possible date.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

Village of Waynesville – Employee Pay Ranges

Administration

Village Manager / Safety Director	Salary per Contract
Finance Director / Clerk of Council	Salary per Contract
Law Director	Compensation per Contract
Magistrate	Compensation per Contract
Part-time Administrative Employee	\$14 - \$20

Police Department

Police Chief	Salary per Contract
Lieutenant	\$30 - \$43.71
Sergeant	\$28 - \$39.85
Patrol Officer	\$25 - \$38.57
School Resource Officer	\$23 - \$38.57
Scheduled Reserve Officer	\$28.50
Reserve Secondary Officer	\$15 per shift (no OPERS)
Mayor's Court Clerk / Police Clerk	\$18 - \$30.58
Court Bailiff	\$25 per Shift (no OPERS)
Special Event Off-Duty Officer	\$60 (per hour)

Public Works Department

Water Department Supervisor	\$28 - \$40.97
Water Licensed Operator	\$25 - \$35.35
Part-time Water Licensed Operator	\$23 - \$33.00
Utility Billing Clerk	\$17- \$27.04
Maintenance Worker II	\$21 - \$33.28
Maintenance Worker I	\$17 - \$29.19
Code Compliance Officer	Salary per Contract
Special Events Public Works	\$50 (per hour)

Revised 2026

ORDINANCE NO. 2026-009

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED \$12,000 FOR THE REPAIR OF EXISTING CATCH BASINS WITHIN THE VILLAGE STORMWATER SYSTEM

WHEREAS, the Village of Waynesville has requested proposals for work related to the repair of certain catch basins; and

WHEREAS, FED Excavating submitted the lowest and best proposal for said work with a bid not to exceed \$12,000.

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

Section 1. The Village of Waynesville accepts the specifications and agrees that FED Excavating is the lowest bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with FED Excavating for work 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 \$12,000 for said work in accordance with the proposal and specifications attached hereto and incorporated herein by reference.

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

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

Proposal

Page No. _____

of _____

Pages _____

FED EXCAVATING, INC.

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

5124

PROPOSAL SUBMITTED TO VILLAGE OF WAYNESVILLE		PHONE	DATE 3-9-26
STREET		JOB NAME LIBRARY	
CITY, STATE and ZIP CODE WAYNESVILLE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

REMOVE & REPLACE CATCH BASIN.
 CUT HOLE INTO PIPE
 REMOVE CURB & ASPHALT
 SAW CUT ASPHALT
 REPLACE ASPHALT
 DIG OUT HOLE IN PIPE
 FIX HOLE & POUR CONCRETE
 RESTORATION

* WILL NOT POUR CURB BACK

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

Payment to be made as follows:

dollars (\$ 11,800⁰⁰).

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

Authorized Signature _____

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

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

Signature _____

Date of Acceptance: _____

Signature _____

ORDINANCE NO. 2026-010

**AN ORDINANCE ENACTING CHAPTER 155 OF THE WAYNESVILLE CODIFIED
ORDINANCES REGARDING VACANT BUILDING REGISTRATION**

WHEREAS, in order to protect the public health, safety, and welfare by regulating vacant buildings, to deter blight and deterioration, and to provide enforcement tools to prevent unsafe conditions, as well as to establish heightened requirements for vacant commercial and mixed-use buildings in the Historic Preservation District to protect economic vitality and historic character and to prevent demolition by neglect, Council has determined that it is necessary to adopt Chapter 155 of the Codified Ordinances.

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

SECTION 1. That Chapter 155, including subchapter 155A, of the Village of Waynesville Codified Ordinances is hereby enacted as set forth in Exhibit "A," attached hereto and fully incorporated herein.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall be effective from and after the earliest period allowed by law .

PASSED: _____

ATTEST: _____

Clerk of Council

APPROVED: _____

Mayor

**CHAPTER 155 – VACANT BUILDINGS
AND HISTORIC PRESERVATION DISTRICT VACANT COMMERCIAL
OVERLAY**

155.01 PURPOSE AND INTENT. This chapter supplements the Village Property Maintenance Code ("PMC") to protect the public health, safety, and welfare by regulating vacant buildings, to deter blight and deterioration, and to provide enforcement tools to prevent unsafe conditions. In addition, Subchapter 155A establishes heightened requirements for vacant commercial and mixed-use buildings in the Historic Preservation District to protect economic vitality and historic character and to prevent demolition by neglect.

155.02 APPLICABILITY AND RELATIONSHIP TO PMC. All vacant buildings within the Village are subject to this chapter and the PMC. Where this chapter imposes additional requirements, it shall control. Subchapter 155A applies only to properties within the overlay area described in 155A.02 and shall apply in addition to the requirements of this Chapter 155 and the PMC.

155.03 DEFINITIONS. Terms not defined herein shall have the meanings assigned in the PMC. As used in this chapter:

- **Code Official.** The official designated by the Village to enforce the PMC and this chapter.
- **Owner.** Any person or entity with legal or equitable control of a structure or premises, including a record owner, contract purchaser, mortgagee in possession, receiver, or other person having charge, care, or control.
- **Responsible Agent.** A natural person or entity authorized by the Owner to accept notices and comply with this chapter on the Owner's behalf, with a physical address and telephone number where the Agent may be reached during normal business hours.
- **Vacant Building.** Any structure that is unoccupied for thirty (30) consecutive days or more, or is unsecured, or is vacant due to foreclosure, abandonment, condemnation, or similar circumstances as determined by the Code Official.
- **Vacant Commercial or Mixed-Use Building.** A Vacant Building that is used or intended for commercial use, or a building with both commercial and residential uses.

155.04 REGISTRATION AND ANNUAL FEE. Owners shall register each Vacant Building with the Code Official within thirty (30) days after the building becomes a Vacant Building and shall renew the registration annually until lawful occupancy is restored. Registration shall be on a form approved by the Code Official and shall include,

at a minimum, the Owner's name and contact information, the Responsible Agent's name and contact information (if any), and such additional information as the Code Official reasonably requires for administration of this chapter. The annual registration fee shall be as set forth herein and shall continue until lawful occupancy is restored.

(A) Residential property shall have an annual registration fee of \$100.

(B) All other property outside of the Historic Preservation District shall have an annual registration fee of \$300.

155.05 SECURING REQUIREMENTS. Vacant Buildings shall be secured against unauthorized entry and maintained in compliance with the PMC. Doors, windows, and other openings shall be kept closed, locked, and intact, or otherwise secured in a manner approved by the Code Official.

155.06 MAINTENANCE. The exterior premises of a Vacant Building shall be kept free of debris, hazards, infestation, and unsafe conditions. Yards, accessory structures, and exterior surfaces shall be maintained in accordance with the PMC.

155.07 INSPECTIONS. The Code Official may conduct interior and exterior inspections of Vacant Buildings upon registration, upon complaint, or upon reasonable belief that a violation exists, subject to applicable law regarding entry and inspection.

155.08 NOTICE AND COMPLIANCE. When the Code Official determines that a violation exists, the Code Official shall provide notice to the Owner and Responsible Agent (if any) and shall allow a reasonable time to comply unless emergency conditions exist, in which case the Village may take immediate action as permitted by law.

155.09 ABATEMENT AND COST RECOVERY. The Village may abate violations of the PMC and this chapter and recover its costs as permitted by Ohio law, including certification of costs to the county auditor for collection in the same manner as taxes, and/or other lawful collection methods.

155.10 PENALTIES. Violations of this chapter constitute violations of the PMC. Each day a violation continues shall constitute a separate offense. Nothing in this chapter limits the Village's authority to seek injunctive relief or other remedies authorized by law.

155.11 APPEALS. Appeals from actions of the Code Official shall follow the appeal procedures established in the PMC.

155.12 SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions.

SUBCHAPTER 155A –HISTORIC PRESERVATION DISTRICT VACANT COMMERCIAL OVERLAY

155A.01 PURPOSE. To protect the economic vitality, historic character, and public welfare of the Historic Preservation District by discouraging prolonged commercial vacancy and preventing demolition by neglect.

155A.02 APPLICABILITY. This Subchapter 155A applies only to Vacant Commercial or Mixed-Use Buildings located within the Historic Preservation District (the "Overlay Area").

155A.03 REGISTRATION AND ANNUAL FEE. In addition to registration under 155.04, each Vacant Commercial or Mixed-Use Building in the Overlay Area shall be registered with the Village within thirty (30) days after vacancy and shall be renewed annually. The annual registration fee, payable at the time of registration and each subsequent renewal, shall be one thousand dollars (\$1,000.00) per year and shall continue until lawful occupancy is restored.

155A.04 VACANT BUILDING PLAN OF ACTION. At the time of registration and upon annual renewal, the Owner shall submit a written plan of action in a form approved by the Code Official that includes, at a minimum:

1. The cause of vacancy;
2. The intended future use of the building;
3. A timetable with milestones for re-occupancy or rehabilitation;
4. Interim maintenance and security measures to be implemented while the building is vacant; and
5. The identity and contact information of a local Responsible Agent.

The Code Official shall have the authority to require revisions or supplements to the plan of action required herein if the plan of action fails to demonstrate a good faith effort toward re-occupancy and/or rehabilitation. Failure to submit a plan of action or any revisions or supplements required by the Code Official, or failure to comply with an approved plan of action, constitutes a violation of this Subchapter 155A.

155A.05 MINIMUM MAINTENANCE STANDARDS. Vacant Commercial or Mixed-Use Buildings in the Overlay Area shall be maintained to remain weather-tight and structurally sound and to prevent water intrusion, mold, infestation, and decay. At a minimum, Owners shall maintain windows, doors, masonry, roofing, and foundations, and shall prevent deterioration of historic architectural elements. Failure to meet these standards constitutes demolition by neglect.

155A.06 INSPECTIONS. The Village may conduct interior and exterior inspections of a building subject to this Subchapter 155A upon registration, annually, and upon complaint or observed deterioration, subject to applicable law regarding entry and inspection.

155A.07 CIVIL PENALTIES; LIEN. In addition to any other remedies available under this chapter and the PMC, an Owner who violates this Subchapter 155A shall be subject to a civil penalty of one hundred dollars (\$100.00) per day per violation. Each day a violation continues constitutes a separate offense. Unpaid registration fees, civil penalties, and Village abatement costs may be certified for collection as a lien and/or collected as permitted by Ohio law.

155A.08 APPEALS. Appeals from actions of the Code Official shall follow the appeal procedures established in the PMC.

155A.09 FINDINGS AND POLICY STATEMENT. The Village Council finds that prolonged vacancy in the Overlay Area uniquely threatens the Village's core economic and historic district. This Subchapter 155A is intended to protect that district and is not intended to punish vacancy elsewhere in the Village.

155A.10 HARDSHIP EXEMPTION OR REDUCTION OF VACANT BUILDING REGISTRATION FEE

(A) Purpose.

This section authorizes a limited hardship exemption or reduction of the vacant building registration fee required by section 155A.03 when strict application of the fee would create an undue financial hardship and when the purposes of this Chapter can still be adequately protected.

(B) Eligibility.

An owner may apply for a hardship exemption or reduction of the registration fee upon demonstrating, by clear and convincing evidence, that:

1. Payment of the full registration fee would impose an undue financial hardship; and
2. The hardship is not the result of the owner's willful neglect or failure to maintain the property; and
3. The owner is acting in good faith to bring the property into compliance or return it to productive use; and
4. Granting the exemption will not adversely affect public health, safety, or welfare.

(C) Qualifying Circumstances.

Hardship may include, but is not limited to:

1. The owner is an individual of limited financial means and the property is not income-producing;
2. The owner is experiencing documented medical hardship, disability, or similar extraordinary personal circumstance;
3. The property is subject to probate, foreclosure, bankruptcy, or title litigation outside the owner's control;
4. The property is owned by a nonprofit organization actively seeking rehabilitation funding;
5. Other extraordinary circumstances as determined by the Village Manager.

(D) Application Requirements.

1. Application shall be made in writing on a form provided by the Village.
2. The owner shall submit documentation supporting the hardship claim, which may include tax returns, financial statements, probate filings, court documents, medical verification, or other relevant evidence.
3. The Village may require execution of a financial disclosure affidavit.
4. The burden of proof shall be on the applicant.

(E) Scope of Relief.

The Village may grant:

1. A partial reduction of the registration fee;
2. A temporary waiver not to exceed twelve (12) months;
3. A payment plan; or
4. A deferral conditioned upon compliance with an approved rehabilitation plan.

A full waiver shall be granted only in extraordinary circumstances.

(F) Conditions.

Any hardship relief may be conditioned upon:

1. Submission and compliance with a rehabilitation or maintenance plan;
2. Securing the structure and maintaining insurance;
3. Timely compliance with all applicable building, zoning, and safety codes;
4. Revocation of the exemption upon failure to comply.

(G) Duration and Renewal.

1. Hardship relief shall expire after twelve (12) months unless renewed.
2. Renewal requires reapplication and updated documentation.

3. No exemption shall extend beyond three (3) consecutive years without approval of Council.

(H) Appeal.

Any denial may be appealed pursuant to § 155A.08.

(I) No Automatic Relief.

Hardship relief is discretionary and shall not be construed as creating a right to exemption.

**CHAPTER 155 – VACANT BUILDINGS
AND HISTORIC PRESERVATION DISTRICT VACANT COMMERCIAL
OVERLAY**

155.01 PURPOSE AND INTENT. This chapter supplements the Village Property Maintenance Code ("PMC") to protect the public health, safety, and welfare by regulating vacant buildings, to deter blight and deterioration, and to provide enforcement tools to prevent unsafe conditions. In addition, Subchapter 155A establishes heightened requirements for vacant commercial and mixed-use buildings in the Historic Preservation District to protect economic vitality and historic character and to prevent demolition by neglect.

155.02 APPLICABILITY AND RELATIONSHIP TO PMC. All vacant buildings within the Village are subject to this chapter and the PMC. Where this chapter imposes additional requirements, it shall control. Subchapter 155A applies only to properties within the overlay area described in 155A.02 and shall apply in addition to the requirements of this Chapter 155 and the PMC.

155.03 DEFINITIONS. Terms not defined herein shall have the meanings assigned in the PMC. As used in this chapter:

- **Code Official.** The official designated by the Village to enforce the PMC and this chapter.
- **Owner.** Any person or entity with legal or equitable control of a structure or premises, including a record owner, contract purchaser, mortgagee in possession, receiver, or other person having charge, care, or control.
- **Responsible Agent.** A natural person or entity authorized by the Owner to accept notices and comply with this chapter on the Owner's behalf, with a physical address and telephone number where the Agent may be reached during normal business hours.
- **Vacant Building.** Any structure that is unoccupied for thirty (30) consecutive days or more, or is unsecured, or is vacant due to foreclosure, abandonment, condemnation, or similar circumstances as determined by the Code Official.
- **Vacant Commercial or Mixed-Use Building.** A Vacant Building that is used or intended for commercial use, or a building with both commercial and residential uses.

155.04 REGISTRATION AND ANNUAL FEE. Owners shall register each Vacant Building with the Code Official within thirty (30) days after the building becomes a Vacant Building and shall renew the registration annually until lawful occupancy is restored. Registration shall be on a form approved by the Code Official and shall include,

at a minimum, the Owner's name and contact information, the Responsible Agent's name and contact information (if any), and such additional information as the Code Official reasonably requires for administration of this chapter. The annual registration fee shall be as set forth herein and shall continue until lawful occupancy is restored.

(A) Residential property shall have an annual registration fee of \$100.

(B) All other property outside of the Historic Preservation District shall have an annual registration fee of \$300.

155.05 SECURING REQUIREMENTS. Vacant Buildings shall be secured against unauthorized entry and maintained in compliance with the PMC. Doors, windows, and other openings shall be kept closed, locked, and intact, or otherwise secured in a manner approved by the Code Official.

155.06 MAINTENANCE. The exterior premises of a Vacant Building shall be kept free of debris, hazards, infestation, and unsafe conditions. Yards, accessory structures, and exterior surfaces shall be maintained in accordance with the PMC.

155.07 INSPECTIONS. The Code Official may conduct interior and exterior inspections of Vacant Buildings upon registration, upon complaint, or upon reasonable belief that a violation exists, subject to applicable law regarding entry and inspection.

155.08 NOTICE AND COMPLIANCE. When the Code Official determines that a violation exists, the Code Official shall provide notice to the Owner and Responsible Agent (if any) and shall allow a reasonable time to comply unless emergency conditions exist, in which case the Village may take immediate action as permitted by law.

155.09 ABATEMENT AND COST RECOVERY. The Village may abate violations of the PMC and this chapter and recover its costs as permitted by Ohio law, including certification of costs to the county auditor for collection in the same manner as taxes, and/or other lawful collection methods.

155.10 PENALTIES. Violations of this chapter constitute violations of the PMC. Each day a violation continues shall constitute a separate offense. Nothing in this chapter limits the Village's authority to seek injunctive relief or other remedies authorized by law.

155.11 APPEALS. Appeals from actions of the Code Official shall follow the appeal procedures established in the PMC.

155.12 SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions.

SUBCHAPTER 155A –HISTORIC PRESERVATION DISTRICT VACANT COMMERCIAL OVERLAY

155A.01 PURPOSE. To protect the economic vitality, historic character, and public welfare of the Historic Preservation District by discouraging prolonged commercial vacancy and preventing demolition by neglect.

155A.02 APPLICABILITY. This Subchapter 155A applies only to Vacant Commercial or Mixed-Use Buildings located within the Historic Preservation District (the "Overlay Area").

155A.03 REGISTRATION AND ANNUAL FEE. In addition to registration under 155.04, each Vacant Commercial or Mixed-Use Building in the Overlay Area shall be registered with the Village within thirty (30) days after vacancy and shall be renewed annually. The annual registration fee, payable at the time of registration and each subsequent renewal, shall be one thousand dollars (\$1,000.00) per for the first year the building remains vacant. For every consecutive year that the building remains vacant, the annual registration fee shall be assessed at double the previous year's registration fee amount for a maximum annual registration fee equaling the five-year registration fee of sixteen thousand dollars (\$16,000), which shall be the registration fee for the fifth and all consecutive subsequent years of vacancy. and shall continue until lawful occupancy is restored.

155A.04 VACANT BUILDING PLAN OF ACTION. At the time of registration and upon annual renewal, the Owner shall submit a written plan of action in a form approved by the Code Official that includes, at a minimum:

1. The cause of vacancy;
2. The intended future use of the building;
3. A timetable with milestones for re-occupancy or rehabilitation;
4. Interim maintenance and security measures to be implemented while the building is vacant; and
5. The identity and contact information of a local Responsible Agent.
6. Proof of general liability insurance covering the vacant building and property in an amount not less than one million dollars (\$1,000,000). The insurance policy shall provide written notice to the Village Manager within 30 days of any lapse, cancellation, termination or any change in coverage.
- 5-7. Demonstration of active marketing efforts if the sale or lease of the property is the stated intent.

The Code Official shall have the authority to require revisions or supplements to the plan of action required herein if the plan of action fails to demonstrate a good faith effort toward re-occupancy and/or rehabilitation. Failure to submit a plan of action or any

revisions or supplements required by the Code Official, or failure to comply with an approved plan of action, constitutes a violation of this Subchapter 155A.

155A.05 MINIMUM MAINTENANCE STANDARDS. Vacant Commercial or Mixed-Use Buildings in the Overlay Area shall be maintained to remain weather-tight and structurally sound and to prevent water intrusion, mold, infestation, and decay. At a minimum, Owners shall maintain windows, doors, masonry, roofing, and foundations, and shall prevent deterioration of historic architectural elements. Failure to meet these standards constitutes demolition by neglect.

155A.06 INSPECTIONS. The Village may conduct interior and exterior inspections of a building subject to this Subchapter 155A upon registration, annually, and upon complaint or observed deterioration, subject to applicable law regarding entry and inspection.

155A.07 CIVIL PENALTIES; LIEN. In addition to any other remedies available under this chapter and the PMC, an Owner who violates this Subchapter 155A shall be subject to a civil penalty of one hundred dollars (\$100.00) per day per violation. Each day a violation continues constitutes a separate offense. Unpaid registration fees, civil penalties, and Village abatement costs may be certified for collection as a lien and/or collected as permitted by Ohio law.

155A.08 APPEALS. Appeals from actions of the Code Official shall follow the appeal procedures established in the PMC.

155A.09 FINDINGS AND POLICY STATEMENT. The Village Council finds that prolonged vacancy in the Overlay Area uniquely threatens the Village's core economic and historic district. This Subchapter 155A is intended to protect that district and is not intended to punish vacancy elsewhere in the Village.

155A.10 HARDSHIP EXEMPTION OR REDUCTION OF VACANT BUILDING REGISTRATION FEE

(A) Purpose.

This section authorizes a limited hardship exemption or reduction of the vacant building registration fee required by section 155A.03 when strict application of the fee would create an undue financial hardship and when the purposes of this Chapter can still be adequately protected.

(B) Eligibility.

An owner may apply for a hardship exemption or reduction of the registration fee upon demonstrating, by clear and convincing evidence, that:

1. Payment of the full registration fee would impose an undue financial hardship; and
2. The hardship is not the result of the owner's willful neglect or failure to maintain the property; and
3. The owner is acting in good faith to bring the property into compliance or return it to productive use; and
4. Granting the exemption will not adversely affect public health, safety, or welfare.

(C) Qualifying Circumstances.

Hardship may include, but is not limited to:

1. The owner is an individual of limited financial means and the property is not income-producing;
2. The owner is experiencing documented medical hardship, disability, or similar extraordinary personal circumstance;
3. The property is subject to probate, foreclosure, bankruptcy, or title litigation outside the owner's control;
4. The property is owned by a nonprofit organization actively seeking rehabilitation funding;
5. Other extraordinary circumstances as determined by the Village Manager.

(D) Application Requirements.

1. Application shall be made in writing on a form provided by the Village.
2. The owner shall submit documentation supporting the hardship claim, which may include tax returns, financial statements, probate filings, court documents, medical verification, or other relevant evidence.
3. The Village may require execution of a financial disclosure affidavit.
4. The burden of proof shall be on the applicant.

(E) Scope of Relief.

The Village may grant:

1. A partial reduction of the registration fee;
2. A temporary waiver not to exceed twelve (12) months;
3. A payment plan; or
4. A deferral conditioned upon compliance with an approved rehabilitation plan.

A full waiver shall be granted only in extraordinary circumstances.

(F) Conditions.

Any hardship relief may be conditioned upon:

1. Submission and compliance with a rehabilitation or maintenance plan;
2. Securing the structure and maintaining insurance;
3. Timely compliance with all applicable building, zoning, and safety codes;
4. Revocation of the exemption upon failure to comply.

(G) Duration and Renewal.

1. Hardship relief shall expire after twelve (12) months unless renewed.
2. Renewal requires reapplication and updated documentation.
3. No exemption shall extend beyond three (3) consecutive years without approval of Council.

(H) Appeal.

Any denial may be appealed pursuant to § 155A.08.

(I) No Automatic Relief.

Hardship relief is discretionary and shall not be construed as creating a right to exemption.