



COUNCIL AGENDA

Monday, August 15, 2022 - 7:00 pm
Waynesville Municipal Building

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
Council, August 1, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
 - Judge Loxley and Judge Fischer of Warren County Courts
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-036

ESTABLISHING THE ONEOHIO MOU FUND (FUND 2903) AND DECLARING AN EMERGENCY

ORDINANCE NO. 2022-037

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

ORDINANCE 2022- 038

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER INVESTMENT FUNDS (2 YEAR CD) AND DECLARING AN EMERGENCY (CD ROLLOVER)

ORDINANCE NO. 2022-039

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ENERGY CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC AND DECLARING AN EMERGENCY

RESOLUTION 2022- 040

RESOLUTION APPROVING PARTICIPATION IN REGION 14 GOVERNANCE STRUCTURE UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022 - 032

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

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

September 6, 2022 at 7:00 pm

Upcoming Meetings and Events:

Parks and Recreation Board, August 15 @ 6:00 p.m.

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

BZA, August 24 @ 5:30 p.m.

Public Works, September 6, 2022 @ 6:00 p.m.

DRAFT

**Village of Waynesville
Council Meeting Minutes
August 1, 2022 at 7:00 pm**

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

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

CLERK’S NOTE- This is a summary of the Village Council Meeting held on Monday, August 1, 2022.

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

Roll Call – 7 present

Mayor Acknowledgements

None

Disposition of Previous Minutes

Mr. Colvin made a motion to approve the minutes for the Council meeting on July 5, 2022 as written and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 7 years

Ms. Dedden made a motion to approve the minutes for the Special Council meeting on July 28, 2022 as written and Mr. Gallagher seconded the motion.

Motion – Dedden
Second – Gallagher

Roll Call – 7 years

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Public Recognition/Visitor’s Comments

David Nation, 120 Victoria Place, stated he was there on behalf of the Friend's Museum. The Museum Board has approved the proposed contract to accept the donation of the Lockup and would like to know the next steps to move forward. It was explained that there is an ordinance on tonight's agenda for Council to approve the contract.

Jay Selman, 8725 Cypress Trail, wanted to introduce himself to Council and stated he wanted to learn more about his local government and ways he can be a positive influence on the community.

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Old Business

None

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Reports

Finance

The Finance Committee will meet on August 18, 2022 at 5:00 p.m. The public is welcome and encouraged to attend.

Public Works Report

Public Works met this evening and discussed utility aggregates. The next meeting will be Tuesday, September 6, 2022 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

The Parks and Rec Board will be having a meeting on August 15, 2022 at 6:00 p.m.

Village Manager Report

- ODOT went through applications for the Abbreviated Safety Grant and did not approve Waynesville to receive funding to extend the turning lanes on Route 42. However, several members of the committee felt the intersection warrants a light, they felt Waynesville should apply for funding for the entire project. If selected the, 1.2 million dollar project would only cost the Village 10%. Working with Choice One to get the application in before the deadline of August 31, 2022.
- Provided details from the traffic study on Route 73. Working with Mr. Forbes to move forward to see about reducing the speed limit.

- Met with Aspen and Trebel tonight at the Public Works meeting to get information for the proposed aggregate.
- Brown Paving repaired the section of Adamsmoor that was failing after the street was milled and filled last year.
- Ordinance on tonight's agenda to donate the Lockup over to the Friend's Museum. The county may require an updated legal description as the only one on file is from the original deed. As the Village cannot pay for third-party expenses the contract may need to be amended to include this.
- Thank you to Ron James for agreeing to be the treasurer for the Police Levy fund. He has already filed the required paperwork with County.
- Congressman Chabot would like to take Council members to lunch at the Stonehouse Tavern for an informational session on August 18th at 1:00 p.m. Please let me know if you would like to join him.
- The electrical at the new Sawyer Building needed to be updated. Since the building has been demolished and a new one built, there are several things that need to be brought up to code that are no longer grandfathered. The Water and Street Departments worked together to run an underground electrical wire to the building.
- Microsurfacing should begin on the 1st of September. There is an ordinance tonight to add Hilltop Court and a section of Miami Street by the Friend's Museum to the project.
- Thank you to Council for being able to attend the Special Meeting of Council last Thursday. The OPWC PY37 final application has been filed.
- Shared Covey Tower inspection. Mr. McKeever did not feel anything from the inspection warrants immediate attention and recommends revisiting this in a couple of years.
- Provided photos of the new valve turner and hydro vac.
- I will be away from the office from August 11th -21st and ask that Sgt. Denlinger is appointed Acting Village Manager in my absence.

Police Report

- Presenting Sgt. Denlinger with a Lifesaving Award and ribbon for saving a resident's life by performing CPR until the Fire Department arrived. His quick actions ensured the resident lived. Sgt. Denlinger has also been presented with a certificate from Premier Health.

Ms. Dedden asked if the Covey Station could be power washed and cleaned up of weeds. Chief Copeland responded that he will get the Street Department on that.

Mr. Gallagher asked why the video of the Covey Station was only available for review for a week. Chief Copeland was unsure of why but assured Council he has the list of suggested repairs by the company that did the video inspection.

Chief Copeland stated that there may be an opening for a Water Supervisor in the near future. He will keep Council informed.

Finance Director Report

None

Law Report

- The current purchase contract for the Lockup includes language that the Museum would be responsible for obtaining a new legal description of the property if the County requires it. The current legal description is from the 1851 handwritten deed.

New Business

Mr. Lauffer made a motion to appoint Mr. Anthony to the Board of Zoning Appeals and Mr. Gallagher seconded the motion.

Motion – Lauffer
Second – Gallagher

Roll Call – 7 yeas

Mrs. Miller made a motion to appoint Sgt Denlinger Acting Manager from August 11th – August 21st, 2022 and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 7 yeas

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2022 - 032

Authorizing the Village Manager to Enter into a Purchase Agreement with the Waynesville Area Heritage & Cultural Center at the Friend's Home, Inc.

Ms. Dedden made a motion to have the first reading for Ordinance 2022-032 and was seconded by Mrs. Miller.

Motion – Dedden
Second – Miller

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

Resolution No. 2022 - 033

Proposing a Renewal Police Levy as Set Out in Ohio Revised Code Section 5705.19(J) to Be Submitted to the Electors

Mrs. Miller made a motion to waive the two-reading rule for Resolution 2022-033 and Ms. Dedden seconded the motion.

Motion – Miller
Second – Dedden

Roll Call – 7 yeas

Mr. Colvin made a motion to adopt Resolution 2022-033 and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 7 yeas

Resolution No. 2022 - 034

Proposing a Renewal Street Levy as Set out in Ohio Revised Code Section 5705.19(G) to Be Submitted to the Electors

Mr. Gallagher made a motion to waive the two-reading rule for Resolution 2022-034 and Mr. Colvin seconded the motion.

Motion – Gallagher
Second – Colvin

Roll Call – 7 yeas

Mr. Colvin made a motion to adopt Resolution 2022-034 and Mr. Blankenship seconded the motion.

Motion – Colvin
Second – Blankenship

Roll Call – 7 yeas

Ordinance No. 2022-035

Authorizing the Village Manager to Enter into a Contract with Strawser Construction, Inc. in an Amount not to Exceed \$4,336.08 for Micro Surfacing Project Phase 3 and Declaring an Emergency

Ms. Dedden made a motion to waive the two-reading rule for Ordinance 2022-035 and Mr. Gallagher seconded the motion.

Motion – Dedden

Second – Gallagher

Roll Call – 7 yeas

Mr. Blankenship made a motion to adopt Ordinance 2022-035 as an emergency and Mr. Gallagher seconded the motion.

Motion – Blankenship

Second – Gallagher

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions

Ordinance No. 2022-027

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

Mr. Colvin made a motion to adopt Ordinance 2022-027 and Mr. Gallagher seconded the motion.

Motion – Colvin

Second – Gallagher

Roll Call – 7 yeas

Tabled Ordinances and Resolutions

None

Executive Session

None

Mayor Isaacs made a motion to excuse Chief Copeland from the next Council meeting and Ms. Dedden seconded the motion.

Motion – Isaacs

Second – Dedden

Roll Call – 7 yeas

All were in favor to adjourn at 7:47 p.m.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2022-036

**ESTABLISHING THE ONEOHIO MOU FUND (FUND 2903) AND
DECLARING AN EMERGENCY**

WHEREAS, the Village of Waynesville anticipates the receipt of monies related to the OneOhio Memorandum of Understanding opioid settlement; and

WHEREAS, all OneOhio MOU funds received shall be placed in a separate fund to be known as the “OneOhio MOU Fund” to be further identified as Fund 2903, Opioid Settlement Fund; and

WHEREAS, as the special fund is created under Ohio Rev. Code § 5705.09(F), local governments do not need to seek Auditor of State approval for establishing this new fund

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

Section 1. That the OneOhio MOU Fund 2903, Opioid Settlement Fund is hereby established in the Village treasury.

Section 2. That monies deposited in this fund shall be used only for the approved purposes as required by the OneOhio MOU.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare of the Village and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to establish the Fund prior to the receipt of the monies.

Passed this ____ day of _____, 2022.

CLERK OF COUNCIL

MAYOR

ORDINANCE NO. 2022-037

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

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

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

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

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

Section 1. That the Village Manager is hereby authorized to dispose of the items identified on Exhibit "A," attached hereto and incorporated herein by reference, pursuant to R.C. 721.15. The Village Manager is further authorized to execute any and all documents necessary to complete said disposal.

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

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

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

EXHIBIT A 2022-037

	Model #	Serial #
FORD F450 SUPER DUTY, 2000	F450 SUPER DUTY	1FDXF47F8YEE26639
INTERNATIONAL 4900, 2000	INTL 4900	1HTSDAAR6YH234028
RIGID LOCATOR		215-065-15
AQUASCOPE LISTENING DEVICE		7000429007

ORDINANCE 2022- 038

**AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR
TO TRANSFER INVESTMENT FUNDS (2 YEAR CD) AND DECLARING AN
EMERGENCY (CD ROLLOVER)**

WHEREAS, Section 36.02 of the Waynesville Codified Ordinances provides that all investment activities shall be undertaken by the Finance Director; and

WHEREAS, the purpose of the investment account is to allow for the maximum return on the Village's excess cash balances consistent with complete safety of the portfolio's principal value and liquidity desired; and

WHEREAS, one of the Village CDs has matured and is recommended to rollover into a new CD; and

WHEREAS, the Finance Director has determined that such rollover of certain funds will satisfy this purpose.

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

SECTION 1: That the Finance Director is authorized to transfer certain investment funds in the Village investment account as more fully set forth in Exhibit A attached hereto and incorporated herein by reference by a rollover of a maturing CD to a new CD.

SECTION 2: 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 authorize the CD rollover at the earliest possible date in order to take advantage of appropriate interest rates.

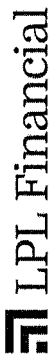
Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

Exhibit A for Ordinance 2022-038

1- 24 month CD for \$250,000.



Fixed Income Offering Report

Created
Aug 09, 2022

Avail (000's)	Description	State Restr.	Rating	Coupon	Freq.	Maturity	YTW	Net Y	YTM	Price	Settlement	
Min. Qty	CUSIP	Insurance	Underlying	Type	Term	Next Call	TEY	TEY	TEY	Income	Market	
161	32022RSL2	NONE	-/-	3.000	MO	08/12/2024	3.000		3.000	100.000	08/12/2022	
1		FDIC	-/-	Fixed	2 Years					\$4,830.00	New Issue	
4191	712515KL8		-/-	3.050	MO	08/19/2024	3.050		3.050	100.000	08/19/2022	
1		FDIC	-/-	Fixed	2 Years					\$127,825.50	New Issue	
4,352	Total Par & No. Line Items		2	Effective Tax Rate = 37.00%								

**VILLAGE OF WAYNESVILLE
WARREN COUNTY, OHIO**

ORDINANCE NO. 2022-039

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ENERGY
CONSULTING AND MANAGEMENT AGREEMENT WITH TREBEL, LLC AND
DECLARING AN EMERGENCY**

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (PUCO), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, the Village desires Trebel to perform an independent analysis and review of the Village of Waynesville electric and natural gas service usage and costs; and,

WHEREAS, the Village desires Trebel to perform an independent analysis and review of electric and natural gas service usage and costs for the possibility of aggregating the electric and natural gas requirements of the residents of Waynesville; and

WHEREAS, the Village will require assistance if the voters of Waynesville approve the aggregation of their electric and natural gas requirements, and the Village desires Trebel to assist in the implementation of an aggregation program in the Village for retail electric loads and retail natural gas loads; and,

WHEREAS, the Village now wishes to authorize the execution of an Energy Consulting and Management Agreement engaging the services of Trebel for the above and related purposes.

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

SECTION I: The Energy Consulting and Management Agreement with Trebel, a copy of which is attached hereto as Exhibit A, is hereby approved and the Village Manager is hereby authorized to execute said agreement.

SECTION II: All formal actions of the Village concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Village, and all deliberations of the Village and of any of its committees that resulted in such formal action took place in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

SECTION III: 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 begin the consulting services at the earliest possible date.

Dated this ____ day of _____, 2022.

Mayor

Attest:

Clerk of Council



ENERGY CONSULTING AND MANAGEMENT AGREEMENT

This Agreement (“Agreement”) is entered into this _____ day of _____, 2022 by and between Trebel, LLC (“Trebel”), whose principal place of business is located at 1216 Lexington Ave., STE 301, Mansfield, OH 44907 and the Village of Waynesville, Warren County (“Client”), whose principal place of business is located at 1400 Lytle Road, Waynesville, Ohio 45068 Individually, either Trebel or the Client may be referred to herein as “Party.” Collectively, Trebel and the Client are referred to as “Parties.”

PREAMBLE

WHEREAS, Trebel, a certified aggregator with the Public Utilities Commission of Ohio (“PUCO”), engages in the business of providing consulting services to aggregate and procure energy and/or energy-related services, products, and accounts; and,

WHEREAS, in accordance with its authority under R.C. 4929.26 and 4928.20, the Client desires to engage Trebel as its exclusive energy consultant and agent, and grants Trebel exclusive rights to perform such energy-related services as described herein and subject to the terms and conditions of this Agreement; and,

WHEREAS, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs; and,

WHEREAS, using its expertise and Proprietary Tools as described herein, the Client desires Trebel to perform an independent analysis and review of the Client's electric and natural gas service usage and costs for the purpose of aggregating the electric and natural gas requirements of the residents of the Village of Waynesville.

NOW, THEREFORE, for valuable and other good consideration, the Parties mutually agree as follows:

AGREEMENT

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which Trebel shall provide exclusively the services set forth herein to the Client.

2. TERM:

A. This Agreement shall be effective beginning on the date the last Party affixes its signature to this Agreement and shall continue for five years or until the end of the term of the aggregation program(s) with the selected supplier, whichever comes later, or until the Agreement is terminated as provided herein.

B. Unless written notice is given to either Party at least six months prior to the expiration of this Agreement, the Agreement shall renew for subsequent one-year terms.

C. The Client assumes all obligations to arrange for its energy supply that was subject to the aggregation program upon expiration of this Agreement.

3. SCOPE OF EXCLUSIVE SERVICES/DELIVERABLES:

During the Term of this Agreement, Trebel has the exclusive right to be Client's energy consultant and agent and shall provide services to the Client (collectively, "Services") as follows:

A. Act as the Client's agent, which will be strictly limited to an electric and natural gas rate analysis, electric and natural gas aggregation formation and operation, and electric and natural gas procurement.

B. Assist the Client in managing its energy needs by utilizing its expertise and Proprietary Tools to construct a program(s), that may include Client's renewable and sustainability goals, that is designed to achieve an overall reduction and/or provide price certainty in energy costs for the government entity, as well as for its citizens. Review and evaluate the current cost of energy for the Client and its Citizens and explore numerous options to determine the best program(s) to meet the needs of the Client.

C. Assist the Client in creating, conducting, implementing, and managing a governmental aggregation program(s) to aggregate the government entity's energy accounts and those of its Citizens if such program is selected as the best means to satisfy the Client's needs.

a. Assist the Client in becoming certified by the PUCO as a governmental aggregator and/or obtaining renewal certification.

b. Design governmental aggregation materials and notification forms and provide marketing support in consultation with the selected energy supplier.

c. Upon request, attend governing body or other public meetings as necessary.

d. Assist in the collection of customer load data and verification.

e. Provide estimates of energy savings under the governmental aggregation program(s) as designed.

f. Monitor the governmental aggregation program(s) and provide updates on the program(s) and metrics that have been achieved.

D. Develop and administer a supplier bidding process utilizing its expertise and Proprietary Tools.

- E. Act as the contact with all potential energy suppliers.
- F. Pre-qualify any energy suppliers wishing to bid on supplying the governmental aggregation program(s).
- G. Manage all contract negotiations with the selected energy supplier.
- H. Oversee the customer enrollment and switching process to the selected energy supplier from the regulated utility.
- I. Coordinate the filing of any reports required to be filed at the PUCO with the Client and selected energy supplier.
- J. Coordinate all appropriate energy, financing, and technical experts.
- K. Provide consultation for energy buying practices and regulatory matters.
- L. Provide such other services reasonably related to the foregoing and mutually agreed to among the Client and the Trebel.

During the Term of this Agreement, the Client shall:

- A. Work cooperatively and exclusively with Trebel.
- B. Timely provide the information requested by Trebel to perform the Services outlined herein.
- C. Authorize Trebel, in accordance herewith, to notify electric and natural gas suppliers and utilities that Trebel is the Client's exclusive consultant and agent for the purposes of electric and natural gas rate analysis and procurement and implementing the governmental aggregation program(s).
- D. Appoint Trebel as the Client's attorney-in-fact to execute, file, or record any documents necessary to accomplish and facilitate the exclusive Services set forth in Section 3.

4. LIMITATIONS ON AGENCY:

The Parties understand and agree that the following limitations and conditions apply to the agency granted herein:

- A. The Client is under no obligation to make any changes to its electric and/or natural gas provider during the Term of the Agreement. However, any changes made with respect to the Client's electric and/or natural gas provider must be made through Trebel.

B. It is understood by Trebel that the agency granted by this Agreement is strictly limited to the purposes provided herein.

C. It is understood by Trebel that this Agreement provides no authority to Trebel to take any action on the Client's behalf without the Client's prior written consent except as provided for in the limited Power of Attorney set forth in Section 13 below.

D. The agency granted by this Agreement supersedes any previously granted agency for the same or similar purposes as the agency granted herein.

5. FINANCIAL AGREEMENT:

A. COMPENSATION

a. For the governmental aggregation program(s), Trebel's administrative fees will be payable to Trebel by the selected supplier for the Term of the aggregation program(s). Only suppliers agreeing to the administrative fees will become eligible bidders.

b. The Parties understand that Trebel is not entitled to any monetary compensation directly from the Client for the Services provided pursuant to this Agreement.

B. CONSIDERATION

The Parties agree that this Agreement is supported by valuable and other good consideration. The Parties agree that the validity of this Agreement cannot be and shall not be challenged based on a lack of consideration.

C. TAXES

The Client is a political subdivision and tax exempt. Trebel therefore agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Trebel exclusively provides to the Client pursuant to this Agreement.

**6.
RECORDS:**

AVAILABILITY AND RETENTION OF

At any time, during regular business hours, with reasonable notice and as often as the Client, the Comptroller General of the United States, the State, or other agency or individual authorized by the Client may deem necessary, Trebel shall make available to any and/or all the above named parties or their authorized representatives for inspection and/or audit, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, and documents relating to the governmental aggregation program(s) covered by this Agreement, except that Trebel shall not be required to produce or disclose its Proprietary Tools utilized in the design and implementation of the governmental aggregation program(s) and/or any and all agreements or documents entered into solely between Trebel and a third party, which shall remain the property of Trebel.

Trebel, for a minimum of three (3) years after the term of or following the termination of the Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, and documents related to the performance of this Agreement. If an audit, litigation, or other action is initiated during the term of this Agreement, Trebel shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

7. INDEPENDENT CONTRACTOR:

Trebel agrees that it is an independent contractor and shall act in performance of this Agreement as an independent contractor. No employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. As an independent contractor, Trebel and/or its boards, officers, officials, employees, consultants, representatives, agents, volunteers, and/or servants are not entitled to any of the benefits enjoyed by employees of the Client. Trebel assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, and insurance premiums, which may accrue as a result of compensation received for services or deliverables rendered hereunder.

**8. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/
NO CONTRIBUTION TO OPERS:**

The Client is a public employer as defined in R.C. 145.01(D). The Client has classified Trebel as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Trebel for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Trebel acknowledges and agrees that the Client, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Trebel is an individual or has less than five (5) employees, Trebel, in support of being so informed and pursuant to R.C. 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS

Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto as Exhibit A and by this reference is incorporated as a part of this Agreement. The Client shall retain the completed Form and immediately transmit a copy of it to OPERS.

If Trebel has five (5) or more employees, Trebel, by his/her signature below hereby certifies such fact in lieu of completing the Form:

Trebel

9. INDEMNIFICATION:

Trebel shall provide indemnification as follows:

A. To the fullest extent of the law and without limitation, Trebel agrees to indemnify and hold free and harmless the Client and all of their respective boards, officers, officials, employees, volunteers, agents, servants, and representatives (collectively, “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to Trebel's or any subcontractor’s performance of this Agreement or the actions, inactions, or omissions of Trebel or any subcontractor, including, but not limited to the performance, actions, inactions, or omissions of Trebel’s or any subcontractor’s boards, officers, officials, employees, volunteers, agents, servants, or representatives (collectively, “Contracted Parties”.) Trebel agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that Trebel shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. Trebel further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that Trebel shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.

B. Trebel shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any actions, inactions, or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

C. Neither termination nor completion of the engagement of Trebel set forth in this Agreement nor any investigation made by or on behalf of Trebel or the Client shall affect

these indemnification provisions and agreements which shall remain and continue to be operative and in full force and effect. The provisions of this Section shall survive any termination or completion of the engagement provided by this Agreement.

10. INSURANCE:

Trebel shall carry and maintain throughout the Term of the Agreement bodily injury and property damage liability insurance necessary to protect it (and, in turn, the Indemnified Parties) against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

As applicable, Trebel shall carry and maintain throughout the Term of the Agreement Workers' Compensation Insurance to the extent required by Ohio law and any other state in which work will be performed.

Trebel shall maintain current such insurance during and throughout the entire Term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which Trebel may or shall become legally obligated to pay as damages. Trebel shall be responsible for any and all premiums for such policy(ies).

Upon request, Trebel shall promptly present to the Client current certificates of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain any and all such other and further rights and remedies as are available at law or in equity.

11. CONFIDENTIALITY:

A. Obligation of Confidentiality

Except as otherwise provided to be disclosed pursuant to R.C. 149.43, this Agreement and any proprietary information received by one Party from the other Party hereunder and identified in writing as "Confidential" at the time of the disclosure (collectively referred to as the "information") shall be held in strict confidence by the Party receiving such information and each of the Parties agree that it shall not disclose in any manner the other Party's information to any third party or to the public, or use the other Party's information for any purpose except in connection with this Agreement; provided however, that either Party may disclose information: 1) to such Party's directors, officers, subcontractors, affiliates or employees who possess a need to know such information in connection with this Agreement, or 2) to such Party's attorneys or independent auditors or accountants, or 3) to any other third party or to the public, as and to the extent required by applicable federal, state, and local laws or regulations, or as and to the extent required in any legal proceeding. Each Party agrees to exercise the same degree of care to avoid unauthorized disclosure of information it receives from the other Party as it takes to protect its own

similar proprietary business information. Notwithstanding anything to the contrary herein, however, “information” shall not include any data, materials or information which: a) is or through no fault of the receiving Party becomes generally known or available to the public; b) is furnished to third parties by the disclosing Party without restrictions on disclosure; c) is received by the receiving Party independently from a third party, or d) is already known to the receiving Party prior to its disclosure hereunder.

Client acknowledges that all methodologies, concepts, techniques, ideas, formulae, plans, and processes (collectively known as “Proprietary Tools”) are proprietary to Trebel. All intellectual property rights in the Proprietary Tools and the Proprietary Tools themselves shall remain exclusively with Trebel. Client shall neither sublicense nor grant any third-party rights to the Proprietary Tools and shall at all times treat the Proprietary Tools as Confidential Information.

All Client-specific data gathered pursuant to this Agreement remains the property of the Client subject to provisions of R.C. 149.43, except that any and all Proprietary Tools utilized in the design and implementation of the governmental aggregation program(s) and/or any and all agreements or documents entered into solely between Trebel and a third party shall remain the property of Trebel.

B. Disclosure

In the event either Party is required to disclose such Confidential Information by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall use reasonably best efforts to notify the other Party prior to any disclosure, if such notice is, in the determination of the receiving Party’s counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure, redact the Confidential Information, and/or to seek appropriate protection from further disclosure. If the disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the disclosing Party may disclose that portion of the Confidential Information, which the disclosing Party’s counsel advises that the disclosing Party is compelled to disclose. Should the disclosure of Confidential Information be deemed necessary, the Parties will disclose such Confidential Information in accordance with any judicial order and/or applicable federal, state, and local law or regulation.

12. TERMINATION:

A. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within fifteen (15) days of the receipt of written notice. The notice shall describe in reasonable detail the breach or default. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable, or legal remedies.

B. Waiver

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable, or legal remedies. If any Party fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any Party shall be authorized in writing and signed by an authorized Party representative.

13. LIMITED POWER OF ATTORNEY:

1. The Client hereby authorizes Trebel to file, record, or execute all documents, communications, agreements, and/or other instruments, including, without limitation, any agreements or documents related to master supply agreements entered into with certified retail electric or natural gas suppliers as set forth in Attachment 1 attached hereto, and any applications, certifications, renewals and/or other filings at the Public Utilities Commission of Ohio, as Trebel in its reasonable discretion may deem necessary or advisable from time to time in order to execute upon and deliver the Services set forth in Section 3 above. As such, the Client hereby irrevocably appoints Trebel, its officers, employees and agents, or any of them, as attorneys-in-fact for the Client to file, record, or execute such items for the Client and in the Client's name, place and stead to act on behalf of and protect the interests of the Client in performing the Services in this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

14. LICENSURE:

If a license, professional license, permit, or similar registration with a governmental authority (collectively, "Licensure") is required to perform the Services, Trebel and/or anyone providing Services on behalf of Trebel shall have or obtain such Licensure prior to providing the Services and shall continually, without lapse, hold, possess, and maintain valid such Licensure throughout the Term of this Agreement. Before providing the Services, Trebel shall provide proof to the Client of valid Licensure held in the name of Trebel or anyone providing Services on behalf of Trebel.

15. CIVIL RIGHTS:

Trebel agrees that as a condition of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that Trebel will comply with any and all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. If Trebel is found to be out of compliance with this paragraph, it may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

16. DRUG-FREE ENVIRONMENT:

Trebel agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. Trebel shall make a good faith effort to ensure that all of its providers, officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17. CAMPAIGN FINANCE – COMPLIANCE WITH R.C. 3517.13:

A. R
.C. 3517.13(I) requires that no political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if the individual has made or the individual's spouse has made, or any partner, shareholder, administrator, executor, or trustee or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

B. R
.C. 3517.13(J) requires that no political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force

account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if an owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

C. T
rebel, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Client from entering, proceeding with, and/or performing the Agreement. Such certification is attached to this Agreement as Exhibit B and by this reference made a part of this Agreement.

18. FORCE MAJEURE:

A. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement, then, during the pendency of such event of Force Majeure, but for no longer period, the obligations of the affected Party shall be suspended to the extent required.

B. Any Party claiming Force Majeure shall advise the other Party as soon as possible of the occurrence of the event and shall provide the other Party with the basis of the claim, in writing, within three (3) Business Days of the occurrence of the event.

C. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Whenever either Party is required to commence or complete any action within a specified period, such period shall be extended by an amount equal to the duration of any event of Force Majeure occurring or continuing during such period; provided, however, that in no event will any event of Force Majeure extend this Agreement beyond its Term.

19. FINDINGS FOR RECOVERY:

Trebel hereby certifies by its signature below that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Trebel

20. COMMERCIALY REASONABLE EFFORTS:

Trebel shall devote such time and efforts to the affairs of the Client as is commercially reasonable and adequate to render and perform the services contemplated hereunder. Nonetheless, Trebel cannot guarantee savings or RFP results on behalf of the Client.

21. NOTICES:

All notices which may be required by this Agreement or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, email with confirmation of delivery, or via facsimile with confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date sent:

Village of Waynesville:

Village of Waynesville

1400 Lytle Road
Waynesville, Ohio 45068

Telephone: _____
Email: _____
Facsimile: _____

Trebel:

Trebel, LLC
1216 Lexington Ave, STE 301
Mansfield, OH 44907

Telephone: 614.425.4885
Email: scott@electricssuppliers.org
Facsimile: 614.417.0410

22. ASSIGNMENT:

This Agreement may not be assigned by either Party without the prior written consent of



the other. The benefits of this Agreement shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto and the obligations and liabilities assumed in this Agreement by the Parties hereto shall be binding upon their respective successors and permitted assigns. This Agreement shall inure to the sole and exclusive benefit of Trebel and the Client and their respective successors and representatives. The obligations and liabilities under this Agreement shall be binding upon Trebel and the Client.

23. GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Warren County, Ohio.

24. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the Agreement. All provisions of this Agreement shall be deemed severable.

25. DRAFTING/HEADINGS:

The Parties agree that this Agreement shall be deemed to have been drafted by both Parties. Headings in this Agreement are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this Agreement.

26. AMENDMENTS:

This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

27. ENTIRE AGREEMENT:

This Agreement, along with all of its attachments and addenda, shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof.

28. SIGNATURES:

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

29. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the day and year first above written.

TREBEL, LLC

Signature

Date

Printed Name

Title

Village of Waynesville

Signature

Date



ATTACHMENT 1

Agency Authority Parameters

With continuing and ongoing changes and improvements in the marketplace and energy industry, there are opportunities whereby Client can obtain favorable or more favorable pricing and/or term for the governmental aggregation program (Program) if Trebel acts expeditiously on behalf of Client.

Accordingly, pursuant to Section 13 of the Agreement, Trebel shall have the limited agency authority to investigate and negotiate the pricing and/or term for energy supply for the Program to be included in the master supply agreements (MSA) or attachments thereto, and the Client hereby authorizes Trebel to execute all documents, agreements, and/or other instruments related to the master supply agreements entered into with certified retail electric or natural gas suppliers, *subject* to the following restrictions:

- A. Trebel's agency authority is limited to require that any pricing under the MSA shall be equal to or less than \$ 0.085 per kWh and/or \$0.65 per Ccf as applicable; and
- B. Trebel's agency authority is limited to require that any term under the MSA shall be for three years; and
- C. Trebel's agency authority is limited to require that at no time in exercising its authority shall Trebel expose or subject Client to any additional liability, exposure, requirements, or obligations than it has under the current MSA; and
- D. Trebel shall provide written notice to Client of the results of its efforts to obtain more favorable Pricing and/or Term for the Program.



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-800-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

____ - ____ - ____

Date of Birth

Month Day Year

 / /

First Name

MI Last Name

Name of Current Employer

I am an OPERS or other retirement system benefit recipient

STEP 2: Public Employer Information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

____ - ____ - ____

Service Provided to Public Employer

Start Date of Service

Month Day Year

 / /

End Date of Service

Month Day Year

 / /

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

In accordance with Ohio Administrative Code section 145-1-42(A)(2), an independent contractor means an individual who

- Is a party to a bilateral agreement which may be a written document, ordinance or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;
- Is paid a fee, retainer or other payment by contractual arrangement for particular services;
- Is not eligible for workers' compensation or unemployment compensation;
- May not be eligible for employee fringe benefits such as vacation or sick leave;
- Does not appear on a public employer's payroll;
- Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;
- Is not controlled or supervised by personnel of the public employer as to the manner of work; and
- Should receive an Internal Revenue Service form 1099 for income tax reporting purposes.

An independent contractor is not a public employee and shall not become a contributor to the retirement system. If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination. Under the OPERS Health Reimbursement Arrangement (HRA) and the OPERS Retiree Medical Account (RMA), re-employed retirees who are not independent contractors are not eligible for a monthly allowance or reimbursement of any medical expenses incurred during the re-employment period. If you are not an independent contractor and receive an allowance or reimbursement, you may be liable to OPERS and/or the applicable plan.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. If you entered into a contract to provide services as an independent contractor, you are acknowledging that you meet the requirements of an "independent contractor" as that term is defined in Ohio Administrative Code section 145-1-42(A)(2). If you begin to provide services as an independent contractor to the same employer from which you retired, or to any employer if less than two months after the retirement allowance commences, you are acknowledging the pension portion of your benefit will be forfeited during the period of the contract. You are acknowledging that the annuity portion of your benefit will be suspended and will be paid in a lump sum upon termination of the contract, and you may be liable to the retirement system for any amounts incorrectly paid from the plan(s). You are also acknowledging that you are not eligible for a monthly allowance or reimbursement of medical expenses incurred during the period you are providing services under the OPERS HRA or the OPERS RMA and you may be liable to OPERS and/or the applicable plan for any allowance or reimbursements received. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature _____ Today's Date _____
Do not print or type name

**CONTRACTOR'S AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____

COUNTY OF _____, SS:

Personally appeared before me the undersigned, _____, an independent contractor for a contract for the purchase of goods and/or services to be let by the Client, _____, _____ County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under section 3517.13 of the Ohio Revised Code, and further state that the undersigned has the authority to make the following representation on behalf of himself or herself:

1. On behalf of the individual, partnership, association, estate, or trust that all of the following persons, if applicable, are in compliance with Section 3517.13(I), Ohio Revised Code:¹
 - a. each individual;
 - b. each partner or owner of the partnership;
 - c. each shareholder of the association;
 - d. each administrator of the estate;
 - e. each executor of the estate;
 - f. each trustee of the trust;
 - g. each spouse of any person in this section;
 - h. any combination of persons identified in this section.

2. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785, Ohio Revised Code, that all of the following persons, where applicable, are in compliance with Section 3517.13(J), Ohio Revised Code:²

- a. an owner of more than twenty per cent of the corporation or business trust;

¹ Section 3517.13(I), Ohio Revised Code, provides:

[N]o agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to any individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust if the individual has made or the individual's spouse has made, or any partner, shareholder, administrator, executor, or trustee or the spouse of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

² Section 3517.13(J), Ohio Revised Code, provides:

[N]o agency or department of this state or any political subdivision shall award any contract, other than one let by competitive bidding or a contract incidental to such contract or which is by force account, for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars to a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, if an owner of more than twenty per cent of the corporation or business trust or the spouse of that person has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of that period, one or more contributions totaling in excess of one thousand dollars to the holder of a public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

- b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. any combination of persons identified in this section.

TREBEL

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____

RESOLUTION 2022- 040

RESOLUTION APPROVING PARTICIPATION IN REGION 14 GOVERNANCE STRUCTURE
UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville is a Local Government that has adopted and approves The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation into Ohio’s communities to help abate the opioid crisis, including allocations to Local Governments and Regions through a statewide Foundation; and

WHEREAS, this jurisdiction is a participant in **Region 14** as established by The Memorandum; and

WHEREAS, pursuant to The Memorandum each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the statewide Foundation Board and selection of projects to be funded from the region’s regional Share; and

WHEREAS, Regions have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region; and

WHEREAS, it is found that the regional governance structure attached hereto has **Exhibit A** ensures all Local Governments in this Region have input and equitable representation regarding regional decisions under The Memorandum;

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Waynesville, ____ elected thereto concurring, that:

Section 1. Subject to and effective upon the concurrence of all Local Governments (counties, cities, villages, townships) in **Region 14**, this legislative body hereby approves and enters into the regional governance agreement attached hereto as **Exhibit B**;

Section 3. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements;

Section 4. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

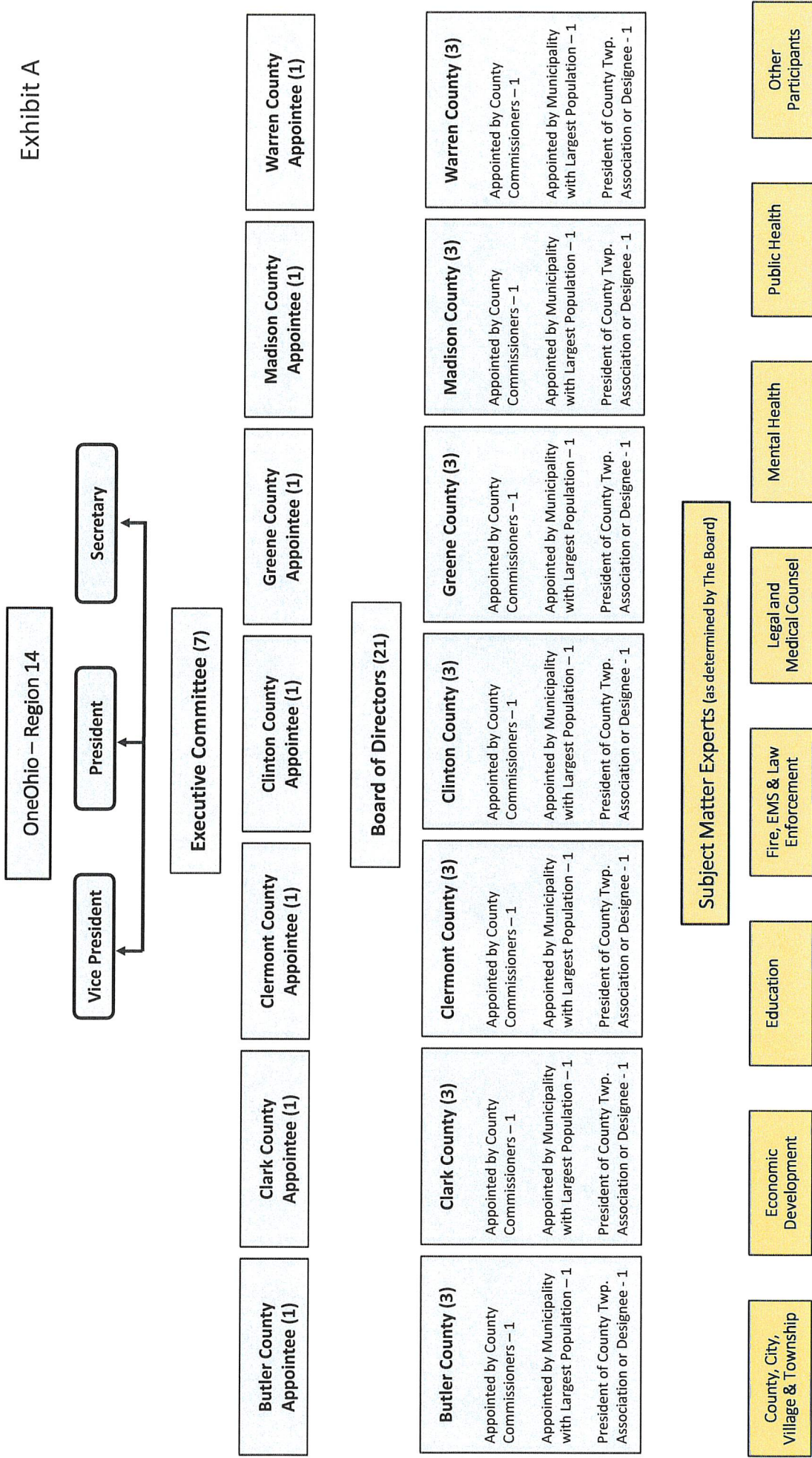
Dated this ____ day of _____, 2022.

Mayor

Attest:

Clerk of Council

Exhibit A



OneOhio Region 14 Bylaws

(Butler, Clark, Clermont, Clinton, Greene, Madison, and Warren counties)

DRAFT

1. Preamble

OneOhio Region 14 was created pursuant to The One Ohio Memorandum of Understanding (“The OneOhio MOU”), and upon input of Local Governments throughout the region of Butler, Clark, Clermont, Clinton, Greene, Madison and Warren counties. The OneOhio MOU provides a mechanism for distribution of opioid settlement funds and outlines how funds can be used.

Pursuant to The OneOhio MOU, Section D.2: “Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share.” The Memorandum, Section D.2, further provides: “Regions shall have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region.”

These Bylaws and Rules of Procedure are enacted by the OneOhio Region 14 Board of Directors to govern the actions taken by OneOhio Region 14 under The OneOhio MOU.

2. Definitions

Unless otherwise specified herein, the terms used in these Bylaws and Rules of Procedure are to be interpreted as defined in The OneOhio MOU. Further, these Bylaws and Rules of Procedure are to be construed consistent with The OneOhio MOU, which is attached hereto as **Exhibit A** and incorporated herein.

3. Name

This Region will be referred to as “OneOhio Region 14”. Its board of directors shall be referred to as “The OneOhio Region 14 Board of Directors.”

4. Purpose

These Bylaws are adopted to set forth the governing principles for OneOhio Region 14 under The One Ohio Memorandum of Understanding.

5. Powers & Duties of the Board of Directors

OneOhio Region 14 will be governed by “The OneOhio Region 14 Board of Directors” (referred to herein as the “Board”). The Board shall make regional decisions under The OneOhio MOU, including representation on the OneOhio Recovery Foundation, Inc. and selection of projects to be funded from the region’s Regional Share of Opioid Funds. The Board shall have all powers and duties necessary to carry-out the functions of OneOhio Region 14 under The OneOhio MOU, consistent with these Bylaws, including, but not limited to:

- A. Adopting or amending Region 14 bylaws, regulations, rules and policies;
- B. Selecting Region 14’s member (and alternate) on the OneOhio Recovery Foundation, Inc. Board (“Foundation Board”) under Section D.4 of The Memorandum;
- C. Evaluating and making submissions regarding the allocation of Regional funds throughout the Region;
- D. Engaging experts, counsel, consultants and vendors as appropriate for these purposes; and
- E. Taking other actions consistent with Section D.2 of The Memorandum.

OneOhio Region 14 shall not directly receive funds or contributions, or acquire, hold, or encumber real or personal property or tangible or intangible property.

6. Composition of the Board of Directors

A. Board Members

The OneOhio Region 14 governance structure will initially be comprised of a 21-member founding Board of Directors, consisting of one member from each of the following classes in each county in Region 14:

1. One member appointed by the Board of County Commissioners;
2. One member appointed by the municipality with the greatest population based on the most recent decennial census;
3. The president of the county township association or his or her designee; and such other members as are unanimously approved by the Region 14 Board members from time-to-time under these Bylaws.

To further the purposes of The OneOhio MOU, The Board shall endeavor to include participation on the Regional Board by subject matter experts from backgrounds such as health, mental health, treatment, education, judicial, law enforcement, community/faith and lived experience, and/or such other persons as the Board determines to be consistent with the objectives of The OneOhio MOU and the needs of Region 14.

B. Alternates

Each member may designate an alternate to represent such member at any Board meeting that the member's regular representative is unable to attend. The member shall notify The Board's Secretary in writing (paper or electronic) of the alternate's name and the minutes will reflect that the alternate member attended.

C. Officers

At the first annual meeting of The Board, and in its first regular meeting in each successive year, the members shall elect the following Board Executive Committee and Officers from amongst its members and upon nomination:

1. Executive Committee. The Executive Committee, between the meetings of The Board, shall have all the powers and exercise all the duties of The Board necessary or appropriate for the administration of OneOhio Region 14. The Board's Executive Committee will initially consist of seven (7) persons, including one Board member from each of the counties in OneOhio Region 14. The Local Governments in each County will select their respective appointee to the Executive Committee. The OneOhio Region 14 representative (and alternate) to The OneOhio Recovery Foundation, Inc. Board shall serve in an ex-officio, non-voting capacity on the Executive Committee.
2. President. The President will preside over regular and special meetings of The Board and may call special meetings with twenty-four (24) hour notice to all regular representatives of each member. The President will prepare agendas for each Board meeting and provide the agenda to the Secretary for distribution to other members with the meeting notice. The President will also sign correspondence and Resolutions on behalf of the Board.

3. Vice President. The Vice President shall assume the role of the President in the event of an absence or vacancy of the President. If both the President and Vice President are absent, the Board will select a presiding officer for the meeting by majority vote of those in attendance at the meeting.
4. Secretary. The Secretary shall maintain a roster of Board members and alternates, prepare and provide members with meeting notices, take minutes of The Board's meetings, and provide minutes and other records of The Board to the Administrative Agent for recordkeeping and to The Foundation Representative.

In the event no nominee receives a majority vote, the nominee receiving the greatest amount of votes shall be elected.

The officer's term shall commence at the conclusion of the meeting at which the officer is elected by the members and continue through the first regular meeting of The Board in the next even-numbered year.

The Board of Directors, by an affirmative vote of six members, may remove an officer prior to the expiration of the officer's term.

In the event of a removal or vacancy of an officer, the member of The Board who originally selected the officer shall appoint a successor for the unexpired term.

D. Committees

The Board may create one or more committees consistent with The OneOhio MOU or these Bylaws.

E. Ex Officio Members

The OneOhio Region 14 representative (and alternate) to the OneOhio Recovery Foundation, Inc. shall be an ex officio member of the OneOhio Region 14 Board, shall not be considered for quorum purposes and shall have no vote on OneOhio Region 14 Board matters.

The Board, by unanimous vote of all members, may appoint other ex officio members, who shall not be considered for quorum purposes and shall have no vote.

All ex officio members shall receive notice of meetings.

F. Terms of Office

Each Board member and each officer shall serve a term of two years on the Board, beginning at the conclusion of the Board's first regular meeting in an even-numbered year, continuing through the end of the Board's first regular meeting of the year in the next even-numbered year. There shall be no limit to the number of terms to which a person may be appointed or elected. All members and officers serve without compensation.

7. Board Member Rights and Responsibilities

A member of the Board shall perform the duties of a Board member in good faith, in a manner the Board member reasonably believes to be in, or not opposed to, the best interests of the members and Region 14, consistent with the purposes of The OneOhio MOU, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

8. Conflicts of Interest

The Board shall adopt and maintain a conflict-of-interest policy.

9. OneOhio Recovery Foundation, Inc. Representative

The Board, by majority vote of its Board members after nomination, shall select, or affirm, if appointment has preceded, the OneOhio Region 14 representative to The OneOhio Recovery Foundation, Inc. Board ("Foundation Representative"), and any alternates. The OneOhio Region 14 Foundation Representative shall:

- A. Serve on the OneOhio Recovery Foundation, Inc. Board consistent with The OneOhio MOU, Section D;
- B. Attend Foundation meetings;
- C. Carry-out the directives of the OneOhio Region 14 Board; and
- D. Attend OneOhio Region 14 Board meetings and provide information and updates to Board members about the Foundation.

The Foundation Representative shall perform the duties in good faith, in a manner the Foundation Representative reasonably believes to be in, or not opposed to, the best interests of OneOhio Region 14, consistent with the purposes of The OneOhio MOU, and with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The Foundation Representative shall follow all conflict-of-interest policies and other policies of the Foundation and OneOhio Region 14 Board.

10. Meetings

All business of the Region 14 Board of Directors shall be conducted in meetings of the Board, which are called for that purpose after notice.

A. Regular Meetings

The Board's regular meetings shall be held on the last Wednesday of April and the last Wednesday of October each year. The time and location of the meeting will be set forth by the Board at each preceding annual meeting of The Board.

B. Special Meetings

Special meetings of the Board may be called by the President, or by any three members by written request to the President. The Secretary shall notify each member not less than 24 hours prior to the meeting of its time, place, purpose and proposed agenda.

C. Notice

Written or electronic notice of the time, place, purpose, and proposed agenda for each meeting will be given to each Board member at least 48 hours before a regular meeting and 24 hours before a special meeting.

D. Quorum

No meeting of The Board or a Committee of The Board shall be conducted without a quorum. A quorum shall exist for meetings of The Board if at least one Board member, or the member's alternate, from each county in OneOhio Region 14 is present at the meeting. A Board member is deemed to be present if attending in person or by the communications systems authorized by the Board. A quorum shall exist for meetings of the Executive Committee or any other committee of The Board if a majority of the members of such committee, or their alternate, are present. Any meeting may be adjourned by a majority vote of those present.

E. Procedure and Order of Business

The general procedure for meetings of The Board shall be in harmony with these Bylaws and principles of parliamentary procedure. The order of business at all Regular meetings of the Board shall ordinarily be as follows:

- 1st Reading and approval of the minutes from the last meeting;
- 2nd Report of the President;
- 3rd Report of the Foundation Representative;
- 4th Report of Committees, if any;
- 5th Consideration of programs, funding requests and submissions; and
- 6th Other Business.

F. Voting

All voting Board members or their alternate present shall be entitled to one vote on each matter submitted to the members for their vote.

Votes will be upon a motion, second, opportunity for discussion and roll-call and shall be recorded in the minutes.

The act of a majority of the voting Board members present at a meeting at which a quorum is present is the act of the Board, unless otherwise specified in these Bylaws.

Any vote or action may be rescinded or revoked by the same vote, consent, waiver, or release as at the time of rescission or revocation would be required to authorize or take that action in the first instance.

In the event of a tie vote, the Board President, or the member serving as the President for that meeting, shall have the tie-breaker vote.

G. Transparency and Records

The Board will operate in a transparent manner and its meetings will be open to the public. The Board may establish a method whereby any person may receive notice of the meetings.

H. Minutes

The Secretary shall take minutes of each meeting. Minutes of Board meetings will be promptly prepared, filed and maintained and shall be open for public inspection consistent with these Bylaws. The minutes shall record the time, date and location of the meeting, the Board members present, the Board members absent, the nature of the discussion, and any motions, seconds and votes taken.

Minutes shall be reviewed by the Board members at the next Regular meeting or sooner and approved or amended.

11. OneOhio Region 14 Records

The Secretary shall take charge of all records of OneOhio Region 14 and shall provide them to the Board's Administrative Agent for recordkeeping. All records of OneOhio Region 14 shall be maintained by the Administrative Agent consistent with Ohio Rev. Code Sec. 149.43.

Every Board member, and each Local Government with the Region, shall have the right to examine such records upon reasonable notice and during the regular operating hours of the Administrative Agent. The Administrative Agent may charge for copies consistent with its public records policy.

12. Administrative Agent

The Board shall appoint a Local Government in Region 14 to serve as OneOhio Region 14's Administrative Agent for purposes of keeping the records and issuing notices of the Board. If the Administrative Agent resigns from that role, it must transmit all OneOhio Region 14 records to the successor Administrative Agent.

13. Amendments

These Bylaws shall only be amended or repealed by unanimous vote of all Members at a duly called meeting of The Board for that purpose. The following procedures shall be followed for any such amendments:

- A. Any member or members proposing an amendment to these Bylaws or Rules of Procedure shall notify all members of The Board not less than seven calendar days prior to the meeting at which such amendment will be placed before The Board;
- B. Any such vote shall be by roll call, and the motion, second and vote shall be recorded in the minutes of the meeting, together with a summary of the discussion on the motion; and
- C. Amended Bylaws shall be promptly prepared and distributed to all Board members and the Administrative Agent.

14. Duration

OneOhio Region 14 will continue to exist, and these Bylaws and Rules of Procedure will continue to be in effect as from time-to-time amended pursuant to the requirements herein, until the purposes of Region 14 under The One Ohio Memorandum of Understanding have been fulfilled. Thereafter, Region 14 shall be dissolved and these Bylaws and Rules of Procedure shall cease to be in effect.

ORDINANCE NO. 2022 - 032

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

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

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

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

Section 1. That the Village Manager is hereby authorized to enter into a purchase agreement with the Waynesville Area Heritage & Cultural Center at the Friend's Home, Inc., substantially in the form of the agreement attached hereto as Exhibit A, incorporated herein by reference.

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

Passed this _____ day of _____, 2022.

Mayor

Attest:

Clerk of Council

PURCHASE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES TO FOLLOW

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

SELLER:

Village of Waynesville, Ohio
an Ohio municipal corporation

Date: _____

Name: Gary Copeland
Title: Village Manager

PURCHASER:

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

Date: _____


By: _____
Name: _____
Title: _____

EXHIBIT A


LEGAL DESCRIPTION:

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

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

John P. Seardoff. 

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

Joe S. Meiller Notary Public 
Warren Co Ohio

Received April 27th 1881

at 3-20 o'clock P.M.

Received May 6th 1881

Henry H. Deussen. D.M.

Mary Meeks and husband To The Incorporated Village of Waynesville.

Know all Men by these Presents: That Mary Meeks (in whom the title to the premises herein described is vested) & who for the purpose of making this conveyance is hereby joined by her husband, Edward Meeks, all of the village of Waynesville in Warren County, in the State of Ohio, in consideration of the sum of One hundred and fifty (\$150) dollars to them paid by John A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mr Brown, and Samuel McLeune, as the common council of the Incorporated village of Waynesville, in said County and State the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to the said J. A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mr Brown, and Samuel McLeune as the common council aforesaid for the only use and benefit of the said incorporated village of Waynesville (their successors, associates in office and assigns forever, the following real estate, viz: Being parts of Lots No one and two in Evans Addition to the town of Waynesville in said County and State, Beginning at the N.W. corner of lot No one, on a twenty feet alley and Tyler Street. Thence S easterly with Tyler Street forty feet Thence at right angles with Tyler Street in a northerly direction 27¹/₂ feet to lot No two (2). Thence same course 27 feet into lot No two (2) Thence parallel with Tyler Street in a westerly direction forty (40) feet to said Alley, Thence with said Alley in a southerly direction fifty four and one half (54¹/₂) feet to the beginning, and all the estate title and interest of the said Mary Meeks and Edward Meeks either in Law or equity, of, in and to the said premises: Together with all the privileges and appurtenances to the same belonging and all the rents issues and profits thereof: To have and to hold the same to the only proper use of the said John A. Trunkay, Charles S. Woolley, E. R. Prutz, A. B. Sides, Mr Brown, and Samuel McLeune, their successors and associates in office, as common council of the Incorporated Village of Waynesville Ohio, their heirs and assigns forever, and the said Mary Meeks, and Edward Meeks, for themselves and for their heirs, executors and adminis-

do hereby covenant with the said John A. Dunkey, Charles S. Motley, & R. Pringle, A. B. Hicks, Ben Brown and Samuel McLeane, their successors, associates in office, as common council of force and effect for the use and purpose aforesaid, and assigns, that they are the true and lawful owners of the said area premises, and have full power to convey the same: that the title, so conveyed, is clear free and unincumbered: and further, that they will warrant and defend the same against all claims, or claims, of all persons whomsoever, in witness whereof, the said Mary Meeks in whom the title herein is vested and her husband Edwood Meeks, have hereunto set their hands and seals, this 26th day of March, in the year of our Lord one thousand eight hundred and eighty one.

Signed sealed and acknowledged in presence of us Walter Evans Joseph K. Keys

Mary Meeks *(seal)*

Edwood Meeks *(seal)*

The State of Ohio County of Warren ss. Be it remembered, that on the 26th day of March in the year of our Lord one thousand eight hundred and eighty one before me, the subscriber, a Justice of the Peace in and for said county personally came Mary Meeks and Edwood Meeks the grantors in the foregoing deed, and acknowledged the signing and sealing thereof to be their voluntary act and deed, for the uses and purposes therein mentioned, and the said Mary Meeks wife of the said Edwood Meeks being examined by me separate and apart from her said husband and the contents of said deed being by me made known and explained to her as the statute directs, declared that she did voluntarily sign seal and acknowledge the same, and that she is still satisfied therewith as her act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal on the day and year aforesaid.

Joseph K. Keys, J.P. *(seal)*

Received April 25th 1881
at 1-50 o'clock P.M.
Recorded May 6th 1881

Henry H. Runk and Able

Seymour S. Tibbals To L. J. Whitmore

Know all all Men by these Presents: That Seymour S. Tibbals in consideration of One hundred and thirty three & 50/100 to him paid by L. J. Whitmore the receipt whereof is here by acknowledged, do hereby grant, bargain, sell and convey to the said L. J. Whitmore her heirs and assigns forever The following Real Estate Situate in the State of Ohio, County of Warren and Franklin Township, and described as lot numbered twenty (20) as the same is designated on Tibbals plat of addition to the town of Franklin, as recorded in plat record No one page 130 of the records of said county, and all the estate, title and interest of the said Seymour S. Tibbals either in law or equity of in and to the said premises: together with all the privileges and appurtenances to the same belonging, and all the rents issues and profits thereof: To have and to hold the same to the only proper use of the said L. J. Whitmore her heirs and assigns forever. And the said Seymour S. Tibbals for himself and for his heirs, executors and administrators, does hereby covenant with the said L. J. Whitmore her heirs and assigns, that he is the true and lawful owner of said premises, and has full power to convey the same: that the title, so conveyed, is clear free and unincumbered, and further, that he will warrant and defend the same against all claim or claims of all persons whomsoever. In witness whereof, the said Seymour S. Tibbals has here

Council Report

August 15, 2022

Chief Copeland

Manager

- The application, traffic study, CAM Tool, and ECAT for the SR 42 / North Street traffic signal has been completed and submitted to Tom Mazza, Traffic Studies Engineer for Ohio Department of Transportation District 8. The ODOT traffic study team will be reviewing the information to see if the Village qualifies for the formal safety funds. This was a recommendation from the ODOT Review Board examining the applications for the Abbreviated Safety Study Grant. The application I submitted on August 2nd is for \$1.2 million, which includes construction and all design costs. If approved, the Village's match will be around \$120,000 (10%) for the entire project. All applicants will be reviewed, and project selections will take place later this month.
- Brian and Greg from the Maintenance Department power washed the Covey Tower. In addition, they cleared out the weeds and moss at the tower.



- I spoke with Ohio Valley Painting about the Main Street light pole restoration project, and they are scheduled to begin between August 15th – 19th. The poles will be painted black, and we encourage the merchants to remove their planters. I contacted Kelly Miller, and she is going to advise the merchants about the project and to remove their planters.

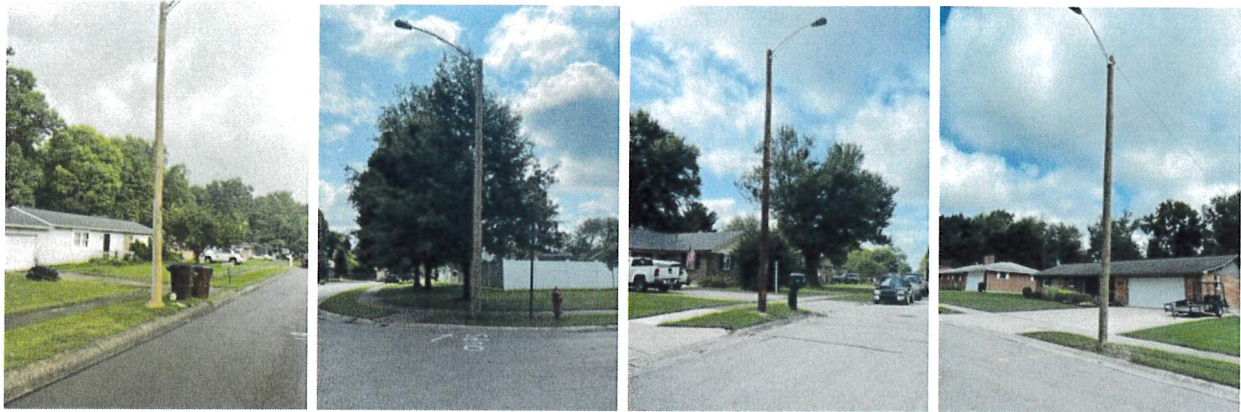
- I would like the Council to add the two vehicles listed to the Village surplus list. These vehicles are no longer used by the staff and repair costs would exceed the value of these units. We will be posting them on Gov Deals.
 - 2000 Ford F450 Super Duty, vin #1FDXF47F8YEE26639, equipped with a 7.3L 8cyl diesel turbo engine. It is a 4WD with a plow and has 34,191 miles.
 - 2000 International 4900, vin #1HTSDAAR6YH234028, equipped with a 7.6L 6cyl diesel turbo engine. It is a 4WD with a plow and has 68,846 miles.



- I would like the Council to add the two items below to the Village surplus list. These pieces of equipment are no longer used by the staff because they have been replaced by new ones.
 - Ridgid pipe and cable line transmitter with serial #215-06515.
 - Aqua Scope water leak listening device with serial #7000429007.



- Miami Valley Lighting has replaced several new light poles on Preston, Robindale, and Royston. Additional poles are scheduled for replacement.



- I have provided a community aggregation agreement with Trebel Energy for your review. An ordinance has been prepared for a first reading if Council would like Trebel to be our energy consultant. They handle the bid process to get our residents the lowest utility rates and communicate the opt-in / opt-out options to the public.

Police

- The July dispatched calls for service have been included for your review. If you have any questions or concerns, please feel free to contact me at your earliest convenience.
- The July Mayor's Court report has been provided and if you have any questions, please feel free to contact me or Ashley.
- I have included a photo of Sgt. Denlinger receiving the Lifesaving Award at the August 1st Council meeting.



- Sgt. Denlinger has submitted the July Code Enforcement report which has been attached. Please feel free to contact me or Sgt with any questions or a location that should be investigated.
- Warren County Court Judges Loxley and Fischer will be doing a presentation at the August 15th Council meeting about the Veteran's Court.
- Officer Kirsch and Sgt Denlinger attended Deputy Matthew Yates' funeral on Monday, August 1st at the First Christian Church in Springfield, Ohio. Deputy Yates responded to a B&E call with shots fired and was killed in the line of duty.



CALLS FOR SERVICE

From Date: 7/1/2022 12:00:00am

To Date: 7/31/2022 11:59:59pm

Type Description	Count
911 Hangup	11
911 Silent	2
Alarm - Hold Up Alarm	2
Alarm - Residential	2
Animal Complaint	1
Burglary - Residential	6
Business Check	76
Citizen Assist	2
Civil Process	14
Criminal Damaging	1
Criminal Warrant Service	2
Dispute Tenant/Neighbor	1
Domestic Violence - Physical	2
Escort	11
Extra Patrol	87
Fire - Fire Alarm	1
Follow Up Investigation	10
Fraud/Deception - Past	1
Harassment/Stalking/Threats	1
Juvenile Complaint	2
Littering Complaint	1
Lock Out - Residential	3
Lock Out - Vehicle	2
Medical	27
Mental Disorder	2
Missing Person/Runaway	2
Narcotics Complaint	1
Noise Complaint	2
Notification Only	3
Open Door/Window	1
Parking Complaint	3
Phone Call	11
Repo	1
Road Closure	2
Road Hazard./Disabled Vehicle	7
Special Detail	4
Suspicious Circumstances	2
Suspicious Person	9
Suspicious Vehicle	2
Traffic Crash Non Injury	3
Traffic Stop	86
Unknown Nature	3
Vacation House Check	6
Warrant Confirmation	1
Well Being Check	3
TOTAL	422

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for July 2022

Page : 1
Report Date : 08/01/2022
Report Time : 07:42:50

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
COMPUTER FUND	\$621.00	\$3,681.00	\$3,086.00
LOCAL COSTS	\$2,823.00	\$16,183.00	\$13,301.00
Additional Costs	\$0.00	\$29.00	\$39.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$7,780.00	\$41,038.35	\$38,335.00
Fees			
Fees	\$360.00	\$1,635.55	\$1,334.50
Bond Forfeits			
Bond Forfeits	\$0.00	\$390.00	\$125.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$11,584.00	\$62,956.90	\$56,220.50
State Revenue From:			
Court Costs			
VICTIMS OF CRIME	\$621.00	\$3,663.20	\$3,069.00
DRUG LAW ENFORCEMENT FUND	\$234.50	\$1,365.00	\$1,130.50
INDIGENT DEFENSE SUPPORT FUND	\$1,765.00	\$10,250.00	\$8,515.00
Fees			
Fees	\$0.00	\$60.00	\$0.00
Total to State:	\$2,620.50	\$15,338.20	\$12,714.50
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$100.50	\$585.00	\$484.50
Restitution			
Restitution	\$0.00	\$65.00	\$140.00
Total to Other:	\$100.50	\$650.00	\$624.50
TOTAL REVENUE *	\$14,305.00	\$78,945.10	\$69,559.50
*Includes credit card receipts of	\$4,790.00	\$24,686.00	\$21,751.50

END OF REPORT

Date	Address	Violation	Deadline Date	Letter Sent	Contact Made	Citation Issued
5/17/2021	Adamsmoor Dr	High Grass		5/25/2021		
5/17/2021	1017 Crede Way	High Grass			5/17/2021	
5/17/2021	1037 Brookfield	High Grass			5/17/2021	
5/17/2021	1092 Brookfield	High Grass			5/17/2021	
5/17/2021	613 Preston Dr	Roofs and Drainage		5/25/2021		
5/17/2021	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		5/25/2021		
5/17/2021	555 High St	High Grass			5/17/2021	
5/17/2021	513 High St	High Grass, Accumulation of Rubbish or Garbage		5/25/2021		
5/17/2021	557 Chapman St	Parking		5/25/2021		
5/17/2021	298 North St	Parking, High Grass, Sidewalks and Driveways, Roofs and Drainage, Accumulation of Rubbish or Garbage, Overhang Extensions		5/25/2021		
5/17/2021	135 N 3rd St	High Grass		5/25/2021		
5/21/2021	Brookfield Drive	Tan van w/ flat tires sitting on road for "awhile"				11/15/2021
5/24/2021	15 Third St	Rotted front steps				
5/24/2021	65 Third St	Crumbling chimney? Also different color				
5/24/2021	58 Third St	Front window area detached from house. Needs condemned				
5/24/2021	615 High St	Doors, weeds/grass, roofs and drainage, exterior walls, Overhang Extensions, exterior of premises		6/8/2021		
5/24/2021	Edwards & High	Car on blocks			8/2/2021	
6/7/2021	162 N 4th St	Removal of dead branches, sidewalks	6/25/2021	6/8/2021		8/16/2021
6/7/2021	312 N Main St	Roofs and Drainage		6/8/2021		
6/21/2021	552 North St	Park, Junk Motor Vehicle		10/5/2021	6/21/2021	
6/21/2021	260 Chapman St	Poison Ivy, High Grass/Weeds, Untrimmed Bushes		6/22/2021		
6/21/2021				10/5/2021		
6/21/2021	296 S Main St	Brush	6/25/2021	6/22/2021	6/22/2021	
6/20/2021	400 N 5th St	Snow Plow, Parking in grass			6/20/2021	
6/21/2021	1218 Adamsmoor Dr	High Grass/Weeds, Roofs and Drainage		6/22/2021		
6/21/2021	195 S 3rd St	High Grass/Weeds, Rubbish			6/21/2021	
6/21/2021	103 N 3rd St	Overhang Extensions, Rotting deck boards, Windows and Door Frames, Rotting Soffit, Rubbish, Brush, Roofs and Drainage		6/21/2021		
7/19/2021	1405 Adamsmoor Dr	Parking in Grass			7/19/2021	
7/19/2021	1017 Crede Way	High Grass/Weeds, Roofs and Drainage		7/20/2021		
7/19/2021	1218 Adamsmoor Dr	Roof and Drainage		7/20/2021		
7/19/2021	972/974 Brookfield Dr	Exterior of Premises		7/20/2021		
7/19/2021	Adamsmoor Dr	High Grass/Weeds		7/20/2021		
7/19/2021	220 E Ellis Dr	High Grass/Weeds			7/19/2021	
7/19/2021	296 N Main St	High Grass/Weeds		7/20/2021		
7/19/2021	120 N Main St	Exterior of Premises		10/5/2021		
7/19/2021	222 S 3rd St	High Grass		7/20/2021		
7/19/2021	643 Robindale Dr	High Grass			7/19/2021	
7/19/2021	794 Robindale Dr	High Grass			7/19/2021	

7/19/2021	33 S Main St	Windows and Doors							
7/26/2021	120 N Main St	Wood piled up in back yard		8/9/2021					8/9/2021
8/2/2021	1092/1094 Brookfield D	Roof and Drainage						8/3/2021	
								10/26/2021	
8/2/2021	1032/1034 Brookfield D	Roof and Drainage						8/3/2021	
								10/26/2021	
		Spoke to Mike Morley 11-15-2021, has new roof flashing on order to make repair							
8/2/2021	250 Hilltop Ct	Parking in grass							8/2/2021
8/2/2021	80 E Ellis Dr	Siding							8/2/2021
8/16/2021	193 N 5th St	Siding						8/17/2021	
8/16/2021	1140 Lytle Rd	Low hanging branches						8/17/2021	
8/16/2021	796 Franklin Rd	Low hanging branches						8/17/2021	
8/16/2021	514 High St	Dead branches, low hanging braches, sign							8/16/2021
8/16/2021	130 N Main St	High grass/weeds						8/17/2021	
8/16/2021	106 N 4th St	Misc. items in the front yard							8/16/2021
8/16/2021	108 N 4th St	Misc. items in the front yard							8/16/2021
8/16/2021	120 N 4th St	Misc. items in the front yard							8/16/2021
8/16/2021	76/84 N Main St	Broken Window						8/17/2021	
								10/5/2021	
8/30/2021	499 Old Stage Rd	Excevation dirt on neighbors yard		10/5/2021				9/2/2021	8/30/2021
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of junk, disabled vehicles and rubbish on premises, Exterior of premises, Roofs and drainage, Stairways, decks, porches and balconies, Handrails and guards, Window and door frames, Accumulation of rubbish or garbage, Disposal of rubbish or garbage						9/2/2021	10/18/2021
		Pre-Trial rescheduled for 3rd time on 02/16/2022							
		Plea and Sentence scheduled for 04/21/2022							
		Plea and Sentence rescheduled for 05/19/2022							
		Appears repairs have been started 05/02/2022							
10/4/2021	181 N Third St	Parking in Grass, Storage of junk, disabled vehicles and rubbish on premises						10/5/2021	
10/4/2021	170-174 N Fourth St	Outdoor Storage, Trimming or removal of trees, plants and shrubbery						10/5/2021	
10/4/2021	127 North St	Roofs and drainage, weeds, exterior of premises, overhang extensions						10/5/2021	
10/4/2021	367 Franklin Rd	Outdoor Storage, Accumulation of rubbish or garbage, Disposal of rubbish or garbage						10/5/2021	
10/4/2021	122 Franklin Rd	Parking in grass, outdoor storage, rubbish							
10/18/2021	Brookfield Dr	Overtime Parking, Junk Motor Vehicle		11/1/2021					11/15/2021
10/18/2021	Adamsmoor Dr	High grass/weeds						10/26/2021	
10/18/2021	96 S Marvin Ln	Sidewalks and Driveways						10/26/2021	
10/18/2021	1215 Anthony Trace	Junk Motor Vehicle						10/26/2021	
11/8/2021	398 North St	Boat parked on street							
11/15/2021	464 N 5th St	Junk Motor Vehicle						11/16/2021	
11/15/2021	613 Preston Dr	Junk Motor Vehicle, Outdoor Storage						11/16/2021	

11/15/2021	732 Royston Dr	Parking in grass		11/16/2021	
11/15/2021	575 Royston Dr	Outdoor Storage, Junk Motor Vehicles		11/16/2021	
11/15/2021	39 W Ellis Dr	Parking in grass, Junk Motor Vehicles		11/16/2021	
11/15/2021	1010 Bayberry	Parking in grass		11/16/2021	
11/15/2021	1009 Justin Ridge	High Grass		11/16/2021	
12/12/2021	444 N 5th St	Sidewalks		12/12/2021	
12/20/2021	507 Anson Dr	Sidewalks		1/3/2022	
12/20/2021	698 Preston Dr	Sidewalks		1/3/2022	
12/20/2022	644 Preston Dr	Sidewalks		1/3/2022	
12/20/2021	548 Preston Dr	Sidewalks		1/3/2022	
12/20/2021	525 Preston Dr	Sidewalks		1/3/2022	
12/20/2021	704 Robindale Dr	Sidewalks		1/3/2022	
12/20/2021	616 Robindale Dr	Sidewalks		1/3/2022	
12/20/2021	160, 162 & 168 N 4th	Doors & Windows, Black Mold, Ceiling Falling Down		1/3/2022	
12/20/2021	1037 Brookfield Dr	Sidewalk		1/3/2022	
12/20/2021	267 S 3rd St	Sidewalk		1/3/2022	
12/20/2021	39 N 4th St	Accessory Structures		1/3/2022	
1/24/2022	120 N 4th St	Outdoor Storage		1/3/2022	1/24/2022
2/2/2022	437 N Main St	Junk Motor Vehicle		2/4/2022	
2/2/2022	156 High St	Foundations, Roofs and Drainage, Exterior of Property, Windows and Doors, Rotting Fesca, Parking in grass		2/4/2022	
		Working on issues			
		Repairs have started 05/02/2022			
2/2/2022	1027 Justin Ridge	Fence		2/4/2022	
2/2/2022	982 Brookfield Dr	Fence		2/4/2022	
2/2/2022	599 Chapman St	Roofs and Drainage, Sidewalks and Driveways, Exterior of Premises, Exterior Walls		2/4/2022	
2/2/2022	88 S 3rd St	Windows and Doors, Roofs and Drainage, Exterior of Premises		2/4/2022	
2/2/2022	98 S 3rd St	Brian Blankenship called stating windows have been ordered			
2/2/2022	70 S 3rd St	Roofs and Drainage		2/4/2022	
2/2/2022	208 S 3rd St	Roofs and Drainage		2/4/2022	
2/2/2022	292-298 Church St	Outdoor Storage, Roofs and Drainage, High Weeds		2/4/2022	
2/2/2022	312 N Main St	Roof and Drainage		2/4/2022	
2/2/2022	195 S 3rd St	Outdoor Storage, Junk Motor Vehicle, Roofs and Drainage		2/4/2022	
2/2/2022	513 High St	Paint, Outdoor Storage, Exterior of Premises		2/4/2022	
		Outdoor Storage, Brush Piles, Junk Motor Vehicles		2/4/2022	
		Improvements made, still needs work done		3/2/1/2022	
2/2/2022	106-108 N 4th St	Outdoor Storage		4/11/2022	
2/2/2022	352 N Main St	Outdoor Storage		2/4/2022	
2/2/2022	122 Franklin Rd	Construction Debris		2/4/2022	
2/2/2022	637 Franklin Rd	Outdoor Storage		2/4/2022	3/13/2022
3/13/2022	122 Franklin Rd	Siding		2/4/2022	
		Permitless Shed			3/13/2022
3/14/2022	273 Franklin Rd	Curb		3/14/2022	
		Spoke with H/O, should be completed this week			3/28/2022
3/21/2022	650 High St	Brush, Outdoor Storage		3/22/2022	
3/21/2022	262 Edwards Dr	Junk Motor Vehicle, Outdoor Storage, Accumulation of Junk		3/22/2022	

3/21/2022	225 Edwards Dr	Outdoor Storage, Accumulation of rubbish or garbage	Outdoor Storage, Accumulation of rubbish or garbage	3/22/2022	
3/21/2022	608 North St	Outdoor Storage, Accumulation of rubbish or garbage	Outdoor Storage, Accumulation of rubbish or garbage	3/22/2022	
3/21/2022	135 N 3rd St	Dead Tree	Dead Tree	3/22/2022	
3/21/2022	282 Franklin Rd	Parking in Grass	Parking in Grass	3/22/2022	
3/28/2022	120 N Main St	Accumulation of rubbish or garbage, Brush	Accumulation of rubbish or garbage, Brush	3/29/2022	
3/28/2022	696 Franklin Rd	Junk Motor Vehicle, Brush, Accumulation of Rubbish	Junk Motor Vehicle, Brush, Accumulation of Rubbish	3/29/2022	
3/28/2022	N 5th St&Robindale Dr	Overtime Parking	Overtime Parking	3/29/2022	
4/4/2022	555 High St	Trees overhanging road, outdoor storage, roofs and drainage	Trees overhanging road, outdoor storage, roofs and drainage	4/11/2022	
4/4/2022	47 N 3rd St	Accumulation of rubbish or garbage	Accumulation of rubbish or garbage	4/11/2022	
4/4/2022	291 Church St	Overhang extensions, exterior of premises	Overhang extensions, exterior of premises	4/11/2022	6/20/2022
4/4/2022	208 Church St	Roofs and Drainage	Roofs and Drainage	4/11/2022	
4/4/2022	1015 Rose Petal Ct	Roofs and Drainage	Roofs and Drainage	4/11/2022	
4/4/2022	39 W Ellis Dr	Trailer parked on street	Trailer parked on street	4/11/2022	
4/4/2022	15 S 3rd St	Boat parked in grass	Boat parked in grass	4/11/2022	
4/4/2022		Exterior of premises	Exterior of premises	4/11/2022	
4/4/2022	168 High St	Working on getting estimates for repairs	Working on getting estimates for repairs	5/1/2022	
4/4/2022	272 North St	Outdoor storage	Outdoor storage	4/11/2022	
		Exterior of premises, exterior walls, roofs and drainage, window and door frames, accumulation of rubbish or garbage, storage of junk, disabled vehicles and rubbish on premises, weeds	Exterior of premises, exterior walls, roofs and drainage, window and door frames, accumulation of rubbish or garbage, storage of junk, disabled vehicles and rubbish on premises, weeds	4/11/2022	
4/4/2022	369 Franklin Rd	Accumulation of junk, outdoor storage	Accumulation of junk, outdoor storage	4/11/2022	
4/4/2022	171 N 3rd St	Accumulation of junk, outdoor storage	Accumulation of junk, outdoor storage	4/11/2022	
4/4/2022	159 N 3rd St	Roofs and Drainage	Roofs and Drainage	4/11/2022	
4/4/2022	122 N 5th St	Accessory Structures	Accessory Structures	4/11/2022	
		Spoke with Melissa and they're getting estimates and will notify when one accepted and repair date	Spoke with Melissa and they're getting estimates and will notify when one accepted and repair date	4/13/2022	
4/4/2022	613 Preston Dr	Outdoor Storage	Outdoor Storage	4/11/2022	
4/4/2022	99 N Main St	Roofs and Drainage	Roofs and Drainage	4/11/2022	
5/2/2022	1030 Justin Ridge	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	1000 Justin Ridge	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	1327 Rosebud Ct	High Grass	High Grass	5/3/2022	
5/2/2022	1100 Jusin Ridge	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	977 Camp Creek	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	1091 Crede Way	Contractor hired	Contractor hired	5/3/2022	
5/2/2022	1096 Camp Creek	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	1050 Camp Creek	Contractor hired	Contractor hired	5/3/2022	
5/2/2022	1037 Brookfield	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	Adamsmoor Dr	High Grass	High Grass	5/3/2022	5/17/2022
5/2/2022	690 Dayton Rd	Trailer parked on street	Trailer parked on street	5/3/2022	
5/2/2022	865/867 Windfield	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	902 Preston	High Grass	High Grass	5/3/2022	
5/2/2022	643 Robindale	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	705 Robindale	Locating Contractor	Locating Contractor	5/3/2022	
5/2/2022	568 Preston Dr	Sidewalk	Sidewalk	5/3/2022	
5/2/2022	568 Preston Dr	High Grass	High Grass	5/3/2022	

Warren County Court Presentation

Judge Gary A. Loxley

Judge Robert S. Fischer

2022



Warren County Court

Current Judges

- Hon. Gary A. Loxley
 - Area I Docket: Northern Half Of the County
- Hon. Robert S. Fischer
 - Area II Docket: Southern Half of the County



Warren County Court

Court Staff

- Melissa Moubray: Court Administrator
- Jessica Coffey: Assignment Commissioner
- Rick Logan: Bailiff
- Mary Velde
- Donna Conn
- Kimberly Lee
- Mandi Peak
- Michaela Simmons



Warren County Court

Number of Cases

2019

- Criminal: 1007
- Civil: 1440
- Probation: 527
- Traffic: 3084
- **TOTAL: 8,347**

2021

- Criminal: 834
- Civil: 1178
- Probation: 415
- Traffic: 2,126
- **TOTAL: 6,574**



Warren County Court

Current Issues

Bail Reform

- Ohio Criminal Sentencing Commission Report of 2017
- Supreme Court directed a uniform bond schedule
- Some adjustments have been necessary
- DuBose v. McGuffey, January 2022
- “Sole purpose of bail is to secure a person’s attendance in court.”
- This is an issue on the ballot in November
- More to follow



Veterans Court Docket

- April 1, 2015: Established
 - November, 2015: Initial Certification
 - December, 2020: 3 Year Re-Certification
-
- 16 Currently enrolled
 - 19 graduates
 - Reduced recidivism rate
-
- MOUs
 - Civilian Volunteers
 - Peer Mentors
 - Project Rise Above



Current Issues (con't)

- DeCoach Assessment/Referral Pilot Program
 - MOU
 - Assessor on-site at the court
 - Monitoring and analysis will determine next step
- Case Management System transition continues
- New WCSO and jail dedicated, October 2021



Warren County Court

Court Updates:

- County Court office space has increased
- County Court has ordered an updated JAVS courtroom recording system, with a view toward transferring it to the new facility
- New County Court facility is being proposed



Warren County Court

SUCCESS DOCKET

- April 1, 2015: Established
- August, 2015: Interim Certification
- October, 2019: 3 Year Re-Certification
- 11 Admitted last two years
- 4 graduates so far
- Lower recidivism
- Education, employment, and housing
- Grant successes (Rep. Scott Lipps)



Community Outreach

- Lunch with Police Chiefs
- Veterans Services
- Memorial Day Parade
- Hosting Students at the Courthouse
- Student Government Class
- Warren County Junior Fair
- Extrajudicial leadership positions



Conclusion

- We and our staff recognize it is a privilege to serve Warren County and the residents of Waynesville.

- Judge Gary A. Loxley
- Judge Robert S. Fischer



Warren County Court