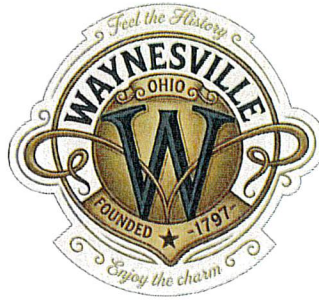




COUNCIL AGENDA

Tuesday September 8th, 2026 – 7:00 pm
Waynesville Municipal Building, 1400 Lytle Road

- I. Roll Call
- II. Pledge of Allegiance
- III. Mayor (for purposes of acknowledgments)
- IV. Disposition of Minutes of Previous Meetings
 - Council, August 17, 2026
- V. Public Recognition/Visitor's Comments (A five-minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
 - Lacie Sims, Executive Director of Waynesville Chamber of Commerce, on behalf of Ohio Sauerkraut Festival
- 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 Director's Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026 - 038

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH EJR CONSTRUCTION FOR THE REPLACEMENT OF THE ROOF ON THE VILLAGE BATHROOMS, AND DECLARING AN EMERGENCY.

RESOLUTION 2026-039

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

ORDINANCE NO. 2026-033

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE VILLAGE ENGINEER AND AWARDED A CONTRACT TO FORD DEVELOPMENT CORP. FOR THE FIFTH STREET AND SIXTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT AND RELATED CONTRACT DOCUMENTS

ORDINANCE NO. 2026-037

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT (WATER) WITH C. ELLIS PROPERTIES, LLC AND PEOPLES BANK, AND TO ACCEPT THE ASSOCIATED ESCROW SECURITY, FOR THE INSTALLATION OF WATER IMPROVEMENTS IN THE SETTLERS GROVE SUBDIVISION, SECTION/PHASE 1.

Tabled:

None

IX. Executive Session

X. Adjournment

Next Regular Council Meeting:

September 21, 2026, at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee, September 8th, 2026 @ 6:00 p.m.

Finance Committee, September 21st, 2026 @ 6:00 p.m.

Public Works Committee, October 5th, 2026 @ 6:00 p.m.

DRAFT

DRAFT

**Village of Waynesville
Council Meeting Minutes
August 17th, 2026 at 7:00 pm**

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

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

CLERK'S NOTE- *This is a summary of the Village Council Meeting held on Monday, August 17th, 2026.*

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

Roll Call – 6 present

Mayor Isaacs motioned to excuse Mr. Gallagher from the last Council meeting, and Mrs. Miller seconded the motion.

Motion – Isaacs
Second – Miller

Roll Call – 6 yeas

Mr. Nation moved to excuse Mr. Powell from tonight's Council meeting, and Mr. Gallagher seconded the motion.

Motion – Nation
Second – Gallagher

Roll Call – 6 yeas

Mayor Acknowledgements

None

Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes for the Council meeting on August 3, 2026 as written, and Mr. Nation seconded the motion.

Motion – Miller

Second – Nation

Roll Call – 6 yeas

.....

Public Recognition/Visitors' Comments

None

.....

Old Business

None

.....

Reports

Finance

The Finance Committee met this evening. Everything is going well. The Finance Director is working on transitioning the Village's funds to Peoples Bank. The next meeting will be on September 21st. The public is invited to attend.

Public Works Report

The Public Works Committee will meet on September 8th. The public is encouraged to attend.

Special Committee Reports

Waynesville Revitalization Partnership (WRP) met with Ohio Heritage to go over their assessment of downtown on August 11th. They had many good ideas. The next meeting will be on September 21st at 5:00 p.m.

Village Manager Report

- Chief Copeland informed Council that he has received a permit for a street closure for Christmas in the Village. He stated that, as a rule of thumb, he usually does not approve a permit if

stores affected by the street closure do not approve. He stated that he has received a complaint from the clock shop, as she feels the tent obstructs her shop. Chief Copeland stated that the Chamber had the tent company conduct a survey, and this is the best location for the tent. He stated that the tent is in the street and not blocking the sidewalk. He asked Council for their input, as this event has had a long tradition since the 1990s and the tent has always been located in the same place.

At this time, Lacie Sims, Executive Director of the Chamber of Commerce, approached Council and stated that she had spoken to the tent company. They looked at four different locations, and none were adequate. However, after discussion with the tent company, it was suggested the tent opening would face the clock shop, so people would have to walk by the shop to enter the tent. Mr. Nation stated that he understands the business's concerns; however, the shop is only open 10 to 12 hours a week. Council had no objection to Chief Copeland signing the permit and thanked Ms. Sims for making adjustments.

- Ford Developments submitted the lowest bid for the Fifth/Sixth Street OPWC Grant. Choice One spoke highly of this company and recommended that the Village accept the bid with Ordinance 2026-033.
- On August 8th at the Street Faire, the new barricades were used and worked out great.
- The light poles for the new stoplight at Route 42 and North Street were delivered. ODOT believes the project will be completed by the end of August.
- SmithCorp stated that Cox Paving will repave Fourth Street by the end of August.
- Ordinance 2026-035 is on tonight's agenda, as requested at the last meeting, to accept the bid for Light 'N Up Ohio to purchase and hang the lights downtown.
- There was a water break at 339 North Street, which was repaired in-house.
- Well 10 is only pulling 165 GPH. Moody believes this will increase with a sonic blast to clear any debris that may have entered the well during construction. They have offered to split the cost with the Village. The Village's portion would be 13K.
- The Water Department called OUPS to mark lines to repair a waterline break at 434 S. Main St. The gas company mismarked their line, and ultimately the line was hit. The gas company had to come out and fix this because of the incorrect marking.
- Ordinance 2026-036 amends the cooperative agreement with Wayne Township to allow Wayne Township to participate in the OPWC Grant application to help pay for a portion of the new fire hydrants.

Police Report

- Calls for Service and the Mayor's Court End of Month reports have been provided for review.
- The permit for the Sauerkraut Festival has been approved.
- On August 9th, Mayor Isaacs and Chief Copeland attended the Veteran Appreciation Picnic.

Mrs. Miller asked about the potholes on Franklin. Chief Copeland explained that Choice One marked those areas as failures and that, under warranty, SmithCorp must repair them. He hopes they will be filled this week.

Mrs. Miller asked whether the Village could replace the old Waynesville signs with new ones featuring the new logo. Chief Copeland said it was possible and recommended installing a new sign in the median of State Route 73. He asked for recommendations and would seek quotes and mock-ups for possible signs. Chief Copeland stated he hoped to have a cannon installed at Veteran's Park.

Mr. Lauffer asked whether cleaning and blasting Well 10 would guarantee an increase in GPM or was it a gamble. Chief Copeland stated that the consensus is that this will improve the GPM. Mr. Gallagher said that the original tests showed the well would pull 350 GPM. Chief Copeland stated that the current maximum amount is 230 GPM, but after processing, the safe amount is 165 GPM to avoid depleting the well. Mr. Gallagher asked what Well 8, which serves as the pickup well, pulls. Chief Copeland stated he believes it is 165 GPM. Chief Copeland added that he believes Well 10 will pull more than Well 8 after cleaning the drilling sediment. It is believed that it should pull in the high 200s to low 300s.

Mr. Gallagher asked about the quote to install Christmas lights on Main Street. Mr. Nation stated that the Village will receive 43 9-foot garlands, 43 24" wreaths, and 43 canvas bows, all commercial-grade LED. The company will hang, maintain, and store the decorations. Mr. Colvin said the current decorations are falling apart and need to be replaced. He also stated that when the streetlights are replaced with taller poles, the risk to volunteers becomes a greater liability. Mr. Colvin asked Chief Copeland to note which streetlights on Main St. are not coming on, which would indicate that the sensor needs to be replaced.

Mr. Nation asked Chief Copeland whether anyone has approached him about the event scheduled downtown, called Town Square Days. He stated that the event could bring 40K to 50K visitors to the Village. Chief Copeland stated that he has not received a permit for the event, but if it is going to be that large, he will need to schedule extra patrols.

Mr. Nation asked whether the Code Compliance Officer has sent letters to property owners of vacant properties. Chief Copeland will check. Mr. Nation also asked that the Code Compliance Officer look at the back of the house at 116 N Third Street, as the weeds are waist-high.

Financial Director Report

- The exhibit for Ordinance 2026-037 has not been prepared; this is just a first read, so Council can have the first read and then adopt at the next meeting with the proper exhibit.

Mr. Colvin asked about Ms. Morley's UAN computer. Ms. Morley stated that she received a new computer last year. Elite Computers has placed it on the network, and it is backed up nightly to the cloud.

Mr. Lauffer asked Ms. Morley whether there are any classes she feels she needs to take to stay up to date. Ms. Morley stated that she appreciates Council's support in continuing her education. She stated that she attends the Local Government Services conferences yearly. She recently joined the Ohio Fiscal Officer Association and would like to attend their yearly conference next year.

Law Report

- Mr. Forbes stated that his office has found the solution to the issues holding up recording the survey for the purchase of 137 S. Main and is just waiting for the Map Room to approve it.

New Business

Mr. Colvin stated that he will distribute yearly review packets to the Village Manager and Finance Director to ensure completion by the end of the year.

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2026-033

An Ordinance Accepting the Recommendation of the Village Engineer and Awarding a Contract to Ford Development Corp. for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing Project and Authorizing the Village Manager to Execute a Construction Agreement and Related Contract Documents

Mr. Gallagher moved to have the first reading for Ordinance 2026-033, and Mrs. Miller seconded the motion.

Motion – Gallagher
Second – Miller

Roll Call – 6 yeas

Ordinance 2026-034

Amending Ordinance No. 2026-029 Regarding a Contract with Choice One Engineering for Professional Services Related to the Old State Route 73 Utility Replacement and Resurfacing Project and Declaring an Emergency

Mr. Gallagher moved to waive the first reading for Ordinance 2026-034 and declare an emergency, and Mr. Nation seconded the motion.

Motion – Gallagher

Second – Nation

Roll Call – 6 yeas

Mr. Gallagher moved to adopt Ordinance 2026-034 as an emergency, and Mr. Colvin seconded the motion.

Motion – Gallagher

Second – Colvin

Roll Call – 6 yeas

Ordinance No. 2026-035

Authorizing The Village Manager to Enter into a Contract with Light’N Up Ohio LLC for Christmas Light Purchase and Installation and Declaring an Emergency

Mrs. Miller moved to waive the first reading for Ordinance 2026-035 and declare an emergency, and Mr. Gallagher seconded the motion.

Motion – Miller

Second – Gallagher

Roll Call – 6 yeas

Mr. Lauffer moved to adopt Ordinance 2026-035 as an emergency, and Mr. Gallagher seconded the motion.

Motion – Lauffer

Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2026-36

An Ordinance Authorizing the Village Manager to (1) Apply to the Ohio Public Works Commission for Funding for the Old State Route 73 Water Main Replacement and Resurfacing Project, and (2) Execute an Amended Cooperative Agreement with Wayne Township Related Thereto; Repealing Prior Authorizing Legislation; and Declaring an Emergency

Mr. Gallagher moved to waive the first reading for Ordinance 2026-036 and declare an emergency, and Mr. Colvin seconded the motion.

Motion – Gallagher

Second – Colvin

Roll Call – 6 yeas

Mr. Colvin moved to adopt Ordinance 2026-036 as an emergency, and Mr. Gallagher seconded the motion.

Motion – Colvin
Second – Gallagher

Roll Call – 6 yeas

Ordinance No. 2026-037

An Ordinance Authorizing the Village Manager to Execute a Subdivision Public Improvement Performance and Maintenance Security Agreement (Water) with C. Ellis Properties, LLC and Peoples Bank, and to Accept the Associated Escrow Security, for the Installation of Water Improvements in the Settlers Grove Subdivision, Section/Phase 1.

Mr. Gallagher moved to have the first reading for Ordinance 2026-037, and Mrs. Miller seconded the motion.

Motion – Gallagher
Second – Miller

Roll Call – 6 yeas

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

All were in favor of adjourning at 8:03 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

September 8, 2026

Chief Copeland

Manager

- The OPWC project, which included the installation of a waterline, stormwater line, and repaving on Fourth Street, has been completed. Cox Paving handled the new surface installation, and First Star Safety has restriped the road. Additionally, I had the turn lane markings on Franklin Road adjusted to facilitate turns from Franklin onto Lytle.



- I have attached a copy of the Notice of Award for the Fifth and Sixth Street Water Main Replacement and Resurfacing OPWC project. The Council will conduct a second reading of Ordinance 2026-033, which proposes to accept Ford Development Corporation's \$1.6 million bid. Choice One Engineering has recommended them as a very reputable organization.

- Moody has performed a nitrogen blast and acid cleaning to eliminate blockage and iron buildup in Well 10. They are completing the cleaning of the shaft and screen with a chlorine bleach solution. They will conduct a flow test and collect bacterial samples next week. The well is scheduled to be put back online by September 11th.



- Miller Cable has installed the poles, lights, and crosswalk signs for the State Route 42 @ North Street traffic light project. I spoke with Ryan Oeder, the Ohio Department of Transportation Manager for District 8, about activating the traffic control devices. They are scheduled to remain bagged until September 9th. They are planning to put them into flashing mode (caution) for 10 days, from September 9-19, which they call burn mode. The plan is to activate the signal mode on September 21st if there are no issues during the 10-day testing.



- The application for the PY41 OPWC Old State Route 73 (Franklin Road) waterline and repaving project has been submitted. The Village Council approved Ordinance #26-036 in collaboration with Wayne Township for this multi-jurisdictional project. On Tuesday, September 1st, Mayor Isaacs, Councilwoman Miller, and I attended a public meeting in Wayne Township, where I represented the Village and addressed any questions regarding the project and the Township's involvement. I explained that this is a \$1.9 million project, with the OPWC grant covering 69% of the cost (\$1.3 million), the Village contributing 31% (\$600,000), and the Township providing 1.267% (\$25,000). This project aims to replace the failing 10-inch transit waterline with a new 10-inch ductile waterline. The Township's participation has increased the project score by 4 points, which I believe will elevate the Village's score above the accepted threshold.
- For the past few years, we have been actively addressing water leak concerns in the Main Street restrooms. While we've made some repairs, a closer look revealed that the roof is due for a replacement. After gathering estimates, EJR Construction came in with the best quote. I've attached their estimate for your review and recommend we quickly pass Ordinance #26-038 as an emergency measure. This will allow us to complete the roof replacement in time for the Sauerkraut Festival, ensuring our facilities are open and in great shape for that event.
- I have included a flyer for the 25th Anniversary of the 9/11 Remembrance Ceremony. The event starts at 8:30 AM on September 11, 2026, at the 9/11 Memorial, located at 500 Memorial Drive, Lebanon, Ohio 45036.
- I have attached a thank-you letter from the Sons of the American Legion to the Village Council for their donation to the 2026 Fourth of July Fireworks Celebration.
- I have included a copy of a thank-you card from the Purkey family for services rendered by Shelley Reese in a family's time of need.
- AES Ohio President Tom Raga will be attending the September 8th Council meeting to answer questions about the changes forthcoming from AES.

Police

- The calls for service dispatched in August are included for your review. Please feel free to contact me with any questions or concerns.
- The August Mayor's Court report is ready for your review. Please reach out to Ashley or me if you have any questions or concerns.
- Code Compliance Officer Jeff Little has submitted a code enforcement report for your review. Please feel free to contact Jeff or me if we can be of assistance.

NOTICE OF AWARD

Owner: Village of Waynesville
Project: Fifth Street and Sixth Street Water Main Replacement and Resurfacing
Bidder: Ford Development Corp.
Bidder's Address: 11148 Woodward Lane, Cincinnati, Ohio 45241

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/30/2026 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Replacing the existing water mains, improving storm sewers, replacing curb ramps, and road resurfacing on Fifth Street, 6th Street, and Chapman Road in the Village of Waynesville.

The Contract Price of the awarded Contract is: \$1,617,157.00

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: Village of Waynesville

Authorized Signature

By: Chief Gary Copeland

Title: Village Manager

Date of Issuance: _____

EJR Construction, LLC

273 W Lower Springboro Road
Springboro, OH 45066

Estimate

Date	Estimate #
8/31/2026	349

Name / Address
Chief Copeland 1400 Lytle Rd Waynesville Ohio 45068

			Project
Description	Qty	Rate	Total
Roof estimate to replace shingles and EPDM rubber roof at 66 S Main St. (Village Bathrooms). Remove existing shingles and EPDM down to wood deck. Install ice and water guard. Install new synthetic roof felt. Install new alum drip edge and gutter apron. Install new starter shingle. Install new dimensional shingle. (Color of Choice) Install new 750 roof vents. Install new pipe flashing. Install new fully adhered EPDM rubber roof system. Remove all debris from job site. All Labor and materials included.		0.00	0.00
		8,385.00	8,385.00
Total			\$8,385.00

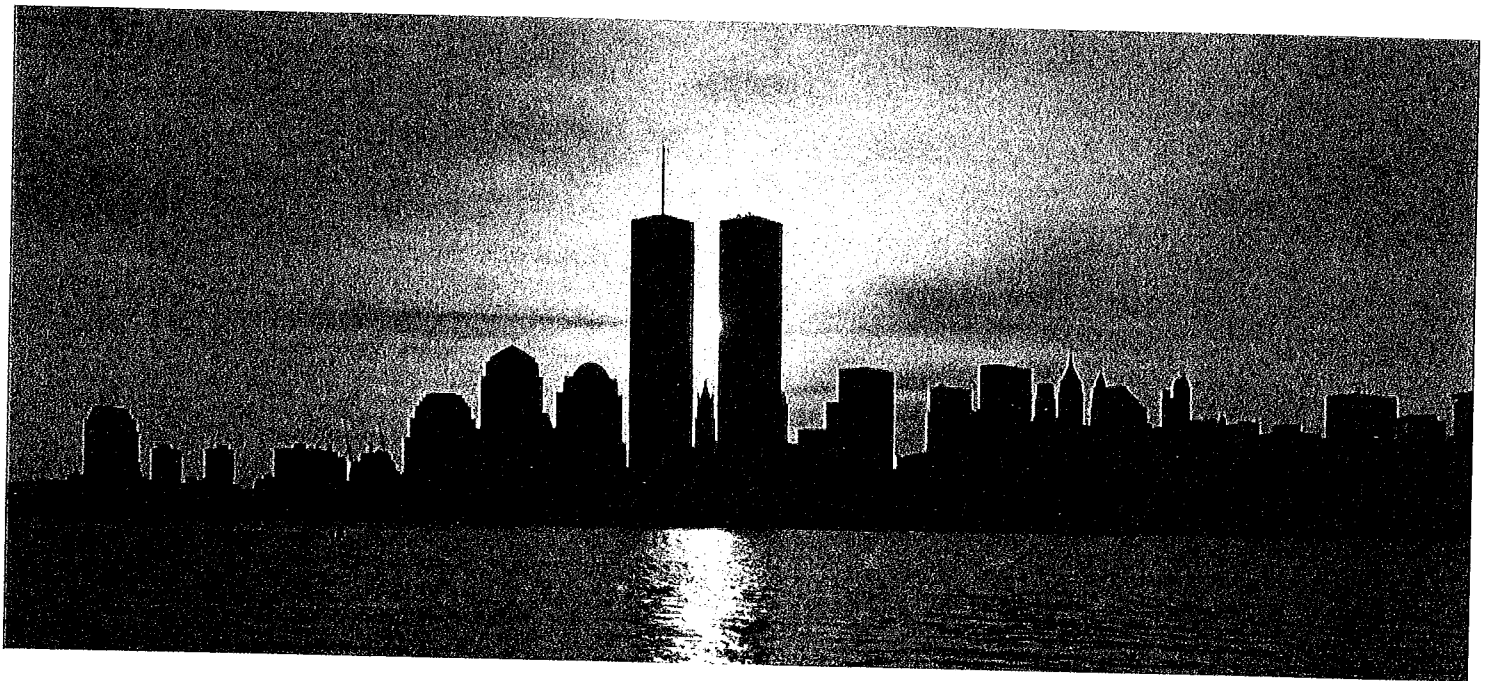
9/11 Remembrance

25th Anniversary



Please join us as we gather
for Warren County's 9/11 Remembrance,
on the Friday Morning of 9/11/2026.

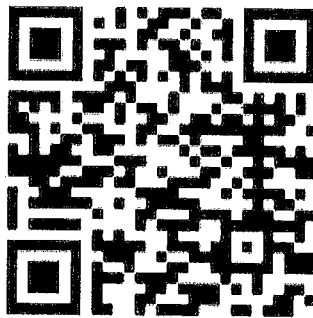
Ceremony begins promptly at 8:30AM ends 9:10AM
at the 9/11 Memorial
at 500 Memorial Drive,
Lebanon, Ohio 45036





We will remember and honor
the courage, service and sacrifices
made on and after that day.

We will remember those loved and lost.



Scan QR code
for Live Stream.

SONS OF THE
 AMERICAN
LEGION

Trimble-Newland American Legion Post 615
Sons of the American Legion – Squadron 615
174 S. 4th St. • Waynesville, OH 45068

08 Aug 2026

Dear Village of Waynesville:

On behalf of the Sons of the American Legion, we extend our heartfelt thanks for your generous contribution to our **2026 Fourth of July Fireworks Celebration** honoring **America's 250th Birthday**.

Because of the generosity of businesses and individuals like you, our community was able to come together to celebrate this historic milestone with an evening of patriotism, fellowship, and an unforgettable fireworks display. Your support helped create a memorable event that brought families, friends, and neighbors together to celebrate our nation's rich history and the freedoms we cherish.

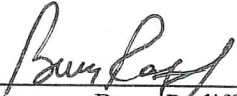
This celebration would not have been possible without community partners who believe in giving back and supporting traditions that unite us. Your generosity reflects the true spirit of patriotism and community service, and we are sincerely grateful for your commitment.

Thank you for helping make this special celebration a success. We are honored to have your support and look forward to working together in the future to continue serving our veterans, our community, and our nation.

With sincere appreciation,



Commander—Trevor Johnson
Sons of the American Legion Squadron 615



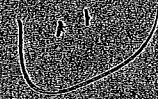
Treasurer—Berry Ratliff
Sons of the American Legion Squadron 615

"For God and Country."

Shelly B Waynesville PD

Heartfelt thanks and
appreciation from the Pinkay
family!

Have a great day!



CALLS FOR SERVICE

From Date: 08/01/2026 12:00:00am

To Date: 08/31/2026 11:59:59pm

Type Description	Count
911 Hangup / Silent	9
Alarm	6
Burglary - Past	1
Business Check	40
Citizen Assist	3
Civil Process	1
Criminal Warrant	1
Disorderly Conduct/Intox. Subject	2
Domestic Violence	5
Escort	5
Extra Patrol	286
Fire Call	8
Follow Up Investigation	3
Harassment/Stalking/Threats	4
Juvenile Complaint	2
Lock Out	2
Lost Property	1
Medical	32
Noise Complaint	5
Open Door/Window	1
Parking Complaint	2
Phone Call	7
Road Closure	1
Road Hazard/Disabled Vehicle	11
Solicitor Complaint	1
Special Detail	10
Suspicious Cir/Per/Veh - Past	1
Suspicious Circumstances	1
Suspicious Person	1
Suspicious Vehicle	4
Traffic Crash	1
Traffic Offense	2
Traffic Stop	77
Unknown Nature	1
Utility Problem	2
Vacation House Check	7
Well Being Check	1
TOTAL	547

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for August 2026

Page : 1
Report Date : 09/01/2026
Report Time : 08:41:54

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$764.00	\$4,185.00	\$3,582.00
Local Costs	\$3,735.00	\$18,835.00	\$15,342.50
Additional Costs	\$39.00	\$78.00	\$78.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$9,731.00	\$60,856.60	\$44,552.60
Fees			
Fees	\$445.00	\$1,720.00	\$1,460.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.10	\$-142.56
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$14,714.00	\$85,674.70	\$64,872.54
State Revenue From:			
Court Costs			
Victims of Crime	\$747.00	\$4,167.00	\$3,555.00
Drug Law Enforcement Fund	\$290.50	\$1,571.50	\$1,323.00
Indigent Defense Support Fund (Costs)	\$2,195.00	\$11,855.00	\$9,885.00
Fees			
Fees	\$30.00	\$30.00	\$0.00
Total to State:	\$3,262.50	\$17,623.50	\$14,763.00
Other Revenue From:			
Court Costs			
Indigent Driver ALC Treatment Fund	\$124.50	\$673.50	\$567.00
Restitution			
Restitution	\$0.00	\$615.00	\$555.00
Total to Other:	\$124.50	\$1,288.50	\$1,122.00
TOTAL REVENUE *	\$18,101.00	\$104,586.70	\$80,757.54
*Includes credit card receipts of	\$3,860.00	\$27,575.00	\$27,651.00

END OF REPORT

Code Compliance Officer Report

September 7, 2026

148 North Fourth Street

7/21/26 - violations identified by complaint were high Shrubs and high weeds.

7/30/26 – Spoke with Chris Stingley (son of the mother who passed away), the executor of the estate. He will work on the property and get it prepared to sell. He make an immediate response to remove the front shrubs, which was a major achievement.

8/8/26 – Modest progress on general cleanup of front yard after the shrubs were removed. We also received a new neighbor complaint about the general appearance of the property. I spoke with Mr. Stingley) and he confirmed that his cleanup efforts will continue throughout the month.

8/13/26—No Progress. Left voicemail with Mr. Stingley that we needed a major cleanup of the front within a week to avoid citations.

8/15/26 – No Progress.

8/21/26 – Major cleanup of clutter. Grass and weeds also cut down. Property is now in compliance. We also received a note of appreciation from a neighbor about this property.



7/21/26



7/30/26



8/13/26



8/21/26

225 Edwards.

7/21/26 – Contacted the resident about driveway clutter and high weeds.

7/31/26 – Yard around driveway cut and clutter removed to achieve compliance.



07/21/26

07/31/26

237 South Main

7/21/26 – Violations identified, front vegetation not trimmed to four feet. High grass and weeds in the front and rear of the property.

7/28/26 – I left a door hanger notification of the violations.

7/29/26 – The door hanger was gone, and there was still no contact from the resident.

7/30/26 – Five contact visits with no one answering the door, and there is suspicion that the owner is present but not answering. Attempts were made by Chief Copeland and Lt Bledsoe with no avail.



7/21/26

7/21/26

7/21/26

7/21/26

7/31/26 Left voicemail and email messages to Michael Braydich about this property.

7/31/26 at 1:30 pm – Made telephone contact with Michael Braydich, who now owns this property. He verified that he received the door hanger notification and intends to address the high grass and weeds issues within the next few days. He and/or his daughter also intend to attend a Chamber of Commerce meeting to discuss Historical District concerns and expectations about the numerous sunflowers on the property. Mr. Braydich stressed that he totally intends to be compliant, but he just wants a better understanding of what is expected of him in regard to maintenance of these flowers, or any other flowers that he might cultivate on this property.

8/8/26 – Spoke with Amanda Braydich (Michael's daughter) by phone. She has been working to clean up high grass and weeds but had some equipment issues that have slowed complete compliance. She has also culled out most of the high sunflowers. She intends to start a dialogue with the Chamber of Commerce to ensure that both parties are in agreement with her flower landscaping project. She reinforced her father's commitment to make sure the property is in complete compliance with regular village property codes and Historical District guidelines.

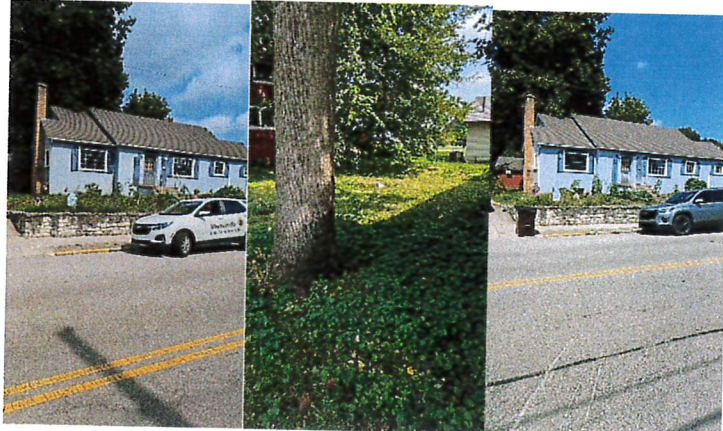
08/13/26—Progress made in removing much (but not all) of the cut vegetation, especially the sunflowers. Some of the grass also remains high.

8/15/26 – Continued progress. A small amount of cut vegetation in the front yard needs to be removed. I spoke with Amanda, who plans to have remaining clutter removed within another week.

8/24/26 – Major progress. Most all of the front yard is now covered with a mixture of low height flowers, with only a few patches of high grass and weeds remaining. Amanda is still working on

the cleanup. She also requested clarification about the process of obtaining a business sign permit.

8/26/26 – All grass and weeds have been cut below eight inches or removed altogether. The front yard is now primarily a mixture of flowers with small clumps of cut grass. The property owner continues with mulching and cultivation efforts, but she is now in compliance with all grass and weed concerns.



8/8/26

8/8/26

8/26/26

897 Preston

7/23/26 - PODS trailer being used for outdoor storage for several months. I contacted the property owner, Heide Vandekemp. She stated that this is temporary storage of property after a fire forced her out of an apartment last year. I advised that the POD has to be off the property by 8/23/26, or she could be cited.

8/8/26 – Attempted to make contact with the Vandekemp's after observing no progress, but there was no answer at the door.

8/15/26 – Made contact with Mr. Vandekemp. He informed me that they are making slower progress than he had hoped in getting their storage issues resolved and asked for a little more time. I told him that we would follow up in early September.

8/25/26 – Made contact with Mrs. Vandekamp. She stressed that they are doing the best they can but need definitely can not be compliant until early September.

9/1/26 – Mrs. Vandekamp reported that she received a contractual approval to relocate the PODS trailer by September 9.



7/23/26

7/23/26

296 North Main Street

7/21/26 - Exterior of this rental needs to be prepped and repainted.

7/23/26- I contacted the owner, Sterling Gardner (937-901-8291), by phone and advised him of the violations. He stated that he has planned to begin work in August with a contractor. He was given until mid-August to avoid citations.

8/8/26 – Sterling reported that contractors have completed power washing. He anticipates exterior painting will be completed within a week.

8/13/26—No progress visible. Spoke with Sterling Gardner by phone. He reported that the power washing is complete but the masonry building structure requires a minimum of three rain free days to properly dry and ensure good adhesion of the paint. He said painting contractors are on standby and will complete the exterior project as soon as weather permits.

8/26/26 – Painting began on 8/25 and will continue into next week, weather permitting.

9/1/26 -- Little progress on the painting due to the rain.

9/3/26 – Recent dry weather has allowed the painting to resume. Project will likely require another week, weather permitting.



7/21/26



7/21/26



7/21/26



9/3/26

83 South Third Street

7/21/26 - Large dead tree (approximately 3 to 4 stories high) in back yard. Also, front yard vegetation needs to be trimmed and/or thinned out.

07/30/26 - Progress made with the tree. The property owner is particularly thankful to Warren County Senior Citizens for their willingness to remove this tree. We are thankful as well, we and will consider using them in the future to assist our senior citizen property owners.

8/13/26—Some progress with cutting and thinning out vegetation in the front yard but the owner will likely need help. It is not a complicated job and we will solicit student volunteers who are looking for community service credits.

8/24/26 – Homeowner has made some more progress trimming up plants and bushes in the front yard but could use some help. I solicited student volunteers from Waynesville HS's National Honor Society and Leo Club. If none are available, I will help the homeowner contact a local landscaper.

8/26/26 – Waynesville HS's Leo club advisor is soliciting student volunteers now to finish front yard pruning for this resident.



07/21/26



7/30/26

864 Preston

7/21/26 - Garage missing siding, possibly from storm damage. Owner Kaeli Deters notified in person. They are working with insurance now and hope to have repairs underway in August.

8/8/26 – Met with owner after observing no progress. Mr. Deters said that he has contracted with an architect to draw up plans to make a bedroom addition to the rear of the house for his growing family. The whole house will then have all of the siding replaced as part of this project, including the garage. He hopes to have the architect's plans available to submit for a building permit by the end of August.

9/1/26 No progress and no contact with the owner.

9/3/26 – Spoke with Mr. Deters who reported that the architect has not finalized plans to submit for a large-scale addition. Therefore, no building permit has not yet been issued and no work has been scheduled. Mr. Deters said that he would get the hole in the garage patched up in early September and not wait any longer for the major project to begin.



7/21/26

292 Church Street

7/30/26 - Major repairs to roof from complaints registered in June. However, the rear of the rental has a large section of missing gutters and some missing soffit. There is also a dilapidated shed in the rear. Much of the yard area has very high grass and weeds.

7/31/26 – Met with maintenance contractor Greg Taulbee after he had finished cutting grass and weeds at this property (513.963.6754 and 513.496.5695). Greg reported that the property owner (Simmons Properties 937.746.5795) are already contacting gutter replacement companies. The owner is still trying to decide if the storage shed should be rehabbed or simply torn down. Expect to have that decision later in August.

8/8/26 – No progress observed.

8/13/26—No progress with the gutters and shed. Landscape contractor Greg Taulbee will notify the owners that these issues need immediate attention.

8/21/26 – Greg Taulbee informed me that gutter and fascia replacement should be underway by the end of August. The owners have determined that they will remove the shed rather than repair it. Greg expects that work to be completed by the end of August as well. He also stated that they are behind on grass cutting with the recent rain, but will be caught up within a couple of days.

8/26/26 – No progress on the gutter replacement and shed removal yet. The Lawn is now freshly mowed

9/1/26 – No progress on repairs. Greg Taulbee expects work to begin within a week. Rain has continued to complicate a start to repairs.



7/30/26



7/30/26



7/30/26



7/31/26

274 North Fourth Street

7/28/26 - High grass rear yard and front shrubbery high and untrimmed. Left a door hanger notification.

7/31/26 – Yard freshly cut and front shrubs neatly trimmed. Very quick response from the owner to obtain compliance.



7/28/26

7/31/26

157 North Fourth Street

7/22/26 - Miscellaneous yard and driveway clutter, along with high weeds.

7/28/26 - Partial compliance. Owners dealing with health issues.

7/31/26—Spoke with property owner Kimberly VanAmburg. She reported that her husband was hospitalized again after attempting some yard maintenance. He is out now, but she is arranging for out of town family to gather at her residence within one to two weeks to help finish a comprehensive property cleanup.

8/13/26—Notable improvements to the front lawn and some vine vegetation has been trimmed in the northwest corner of the lot. But a lot of large limbs and stumps and general clutter remain. We have received two neighbor complaints about the condition of that portion of the property. I spoke with Mr. VanAmburg (5937.746.5795) who again stated that his health issues are limiting his ability to make progress. I referred him to Greg Taulbee, who agreed to stop by the property by the end of the week to provide the VanAmburgs with a quote to clean up the lot.

8/21/26 – Owners doing a good job on regular grass maintenance but no progress on removing clutter from the side and rear yard. Spoke with Greg Taulbee who said he has been unable to contact the VanAmburgs with a quote to perform the heavy cleanup, but he will reach out again within the next few days.

8/24/26 – Made contact with Kimberly VanAmburg. She said that a crew of out of town family members are expected this weekend for a major yard cleanup. She said they do not want to contract with a landscaper, at least for now. She has also made arrangements to have a trailer on site to haul off the large logs on the property. I advised her we would follow up in a week, but that it was very important that we see progress soon.

9/1/26 – All but one of the large logs have been removed, along with most of the yard clutter. Kimberly VanAmburg says another family work crew will arrive this coming weekend to continue

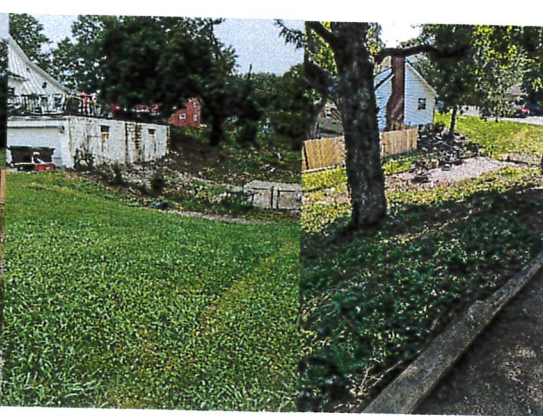
the cleanup project. Progress has been significant, and our office received a note of appreciation from one of the VanAmburg's neighbors about the improvements to the property.



7/22/26



7/28/26



8/13/26

9/1/26

207 South Third

7/28/26 - Vegetation impeding sidewalk traffic. Yard also has high weeds and shrubs need trimming.

7/30/26 - Partial compliance, elderly resident with health issues trying to keep up, but needs help.

7/31/26 - Major progress. Bushes trimmed, sidewalk is clear.

8/15/26 - Very small amount of cut vegetation clutter remains on a small portion of the east side sidewalk.

8/26/26 - Still a small amount of weed cutting needed around the sidewalks. We will possibly use High School volunteers at this site as well.

9/1/26 - Additional vegetation around the perimeter has been removed and the sidewalks are now open to achieve property compliance.



7/28/26



7/31/26



9/1/26

437 North Main

7/28/26 - High grass. Left door hanger notification.

7/30/26 – property mowed and in compliance.



7/28/26

7/31/26

103 North Third

7/28/26 - Weeds are high in the back yard and weeds are also obstructing the sidewalk. Trailer parked in the backyard on an unpaved area. No contact with the owner. An onsite rehab carpenter said he would make notice to the owner.

8/8/26 – Significant progress with grass and weed cutting. Also received a notice from a contractor that the trailer is there only for short term while the comprehensive rehab to the structure is underway. Trailer is being used to collect rubbish for disposal. This is a major interior rehab project.

8/13/26 – Rehab project still underway but the trailer has been removed. Grass and weeds recently cut again. No current compliance issues other than rehab clutter.



7/28/26

7/28/26

8/8/26

8/8/26



08/13/26

291 Church Street

7/28/26 - Multiple large tree limbs lying on the western edge of the church parking lot. Weeds are growing through cracks in much of the parking lot. No contact with the owner.

7/31/26 - Made telephone contact with Keith Alexander and his administrative assistant Claire Tindle. Keith and Claire were notified that the tree limbs needed to be removed and the weeds growing throughout the parking lot must be eradicated, physically or chemically.

8/4/26 - Received notification from Clair that crews were dispatched to clean up the lot.

8/8/26 - Observed some significant cleanup but a couple of large tree limbs remain on the west edge of the lot and multiple weeds are visible throughout the lot. Made email notification to Clair.

8/13/26 - Made email notification that we still need tree limbs removed from the western edge of the lot and weeds growing through the lot pavement need to be eradicated. Unable to reach Claire by phone.

8/15/26 - No progress. Unable to reach by phone and left voicemail and email asking for an update.

8/21/26 - All large tree limbs have been removed, and the parking lot weeds have been largely eradicated to achieve compliance on this issue.



599 Chapman

7/28/26 - Roof has been prepped but needs shingles. Exterior needs paint. Door hanger left requesting owner to provide an update.

8/8/26 – Observed no progress. Unable to contact owner or occupants. Structure possibly not occupied. Door hanger was removed at some point.

8/10/26—Again unable to make contact with owner or occupants. Left another door hanger requesting an owner update within a week. Observed that grass has recently been cut.

8/13/26—No progress but was referred to Lebanon general contractor Ryan Meachum (937-689-4754). Mr. Meachum advised that he has arranged with area charity groups to purchase and install a new metal roof for this structure. Wet weather has slowed the project down but Ryan is optimistic a new roof will in place within a month. The building's elderly owner is living with family outside the Village until the project is completed. We will also attempt to find charity volunteers who can assist in painting the building's exterior.

8/26/26 – Spoke with homeowner Ms. Shutts. She is seeking referrals now for concrete repair and painting contractors. Work on the replacement roof has not started.

9/1/26 – No further progress. I did make some general contractor recommendations to the homeowner for painting and concrete repair after the roof project is complete. She continues to live outside of the village.



7/28/26

696 Franklin

7/28/26 - Rehab on small home is apparently stalled.

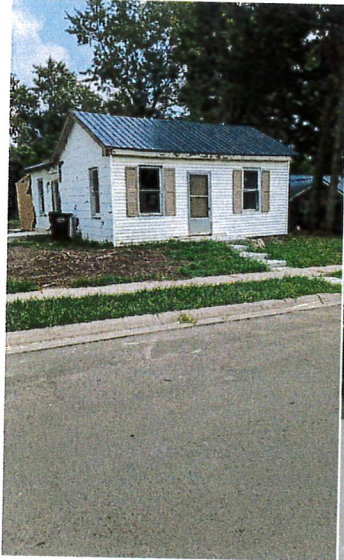
7/30/26 – Chief Copeland will make contact due to no work permit on the home.

8/10/26 – Made contact with the contractor on this project. He verified that no additions to the structure are included in the project. He reported that the house had severe termite damage to many of the walls (both exterior and interior), flooring and some structural members. These are being replaced. There has been significant progress since last week. The building footprint will be unchanged, requiring no building permit. He estimates another month for the project completion and agreed to email a rendered image of the final project from an architectural software, Computer Assisted Design (CAD) file.

8/15/26 – Work progressing on the rehab.

8/24/26 – Made contact with contractor Jason Kingsolver, who was overseeing new window installation on the project. He is still hoping for project completion in September. He also advised the owner had trouble getting the entire property mowed last week and will advise him to finish up the front yard right away.

9/1/26 – Yard freshly cut.



7/28/26



8/10/26



CAD Rendering image

1220 Lytle Road

7/28/26 - Shrubs are very high and untrimmed, especially along the northwest border with the adjacent yard. Left doorhanger notification.

7/31/26 – Shrubs have been trimmed. Excellent condition and owner praised for quick compliance.



7/28/26



7/31/26

579 Chapman

7/28/26 – High Grass and weeds. Front porch step missing and needs to be replaced. Left a doorhanger notification.

8/8/26 – Front porch step was replaced. Grass and weeds are still high.

8/10/26—Grass and weeds, front and back, were cut over the weekend. Currently in compliance.



7/28/26

8/8/26

8/10/26

183 South Third Street

7/31/26 Front Porch step railings need repaired or replaced. Top portion of roof needs shingle replacement. Much of the front trim on the structure needs scraped and painted. No contact with owner. Left door hanger requesting owner to make contact.

8/8/26 – No progress. No contact with owner and/or renters. Door hanger has been removed.

8/10/26—No progress and no contact with owner or occupants.

8/13/26—No progress and no contact with occupants. Also noted high grass and weeds in front. Vehicle in driveway HJN3358. In the afternoon, we made telephone contact with owner Stanley

Plamondon. He reports that a contractor is expected to arrive within a week to inspect his roof and give him an estimate to begin repairs. Mr. Plamondon also said he intends to catch up on yard work and repair the front porch railings within a week.

8/15/26 – No Progress.

8/21/26 – No Progress.

8/26/26 – No Progress.

9/1/26 – Front yard cut and porch railings have been reattached. Roof and gutter repairs are not completed.

9/3/26 – Made telephone contact with Mr. Plamondon. He said that he is reaching out to general contractors now to get quotes for his roof and gutter repair along with painting. I left him referrals for a painter and some general contractors.



7/31/26



8/13/26



9/1/26

941 Lytle Road

8/10/26--Made contact with the owner about high grass and weeds. He reported that he has had trouble keeping up with yard maintenance because of his work schedule and recent rain. He feels sure he can bring the property into compliance within a week.

8/13/26-Entire yard freshly cut and in compliance.



8/10/26

8/13/26

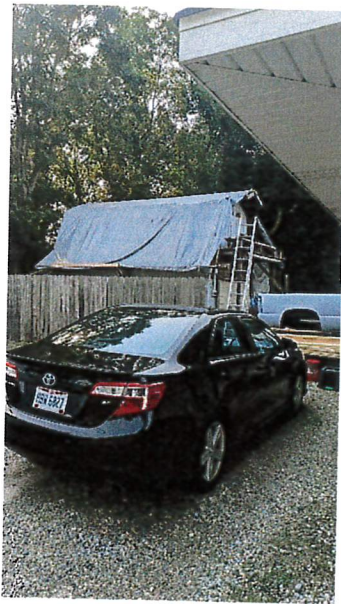
264 North Main Street

8/10/2026--Unable to make contact with owner/occupants. Detached garage or shed has a tarp covering the roof, which has apparent storm damage.. Left door hanger requesting owner to make contact within a week to provide a timeline for repairs.

8/13/26—Made contact with owner Jesse Malcolm (937-307-1170). Mr. Malcolm reported that the shed roof was damaged by falling limbs from a neighbor's tree about a year ago. He stated that his insurance company has refused to pay for roof repair until the tall tree that is near the border of the north side of his property line has been removed. I advised Mr. Malcolm to discuss with his attorney his insurance company's refusal to cover the costs of the shed's roof repairs.

8/21/26 – I spoke with Mrs. Malcolm by phone. She understands there is a code compliance issue and she stated it is her understanding that the insurance company refuses to pay for the shed repair. She will review the matter with her attorney. I advised her we would follow up in a couple of weeks.

9/1/26 – No Progress. Received an email from the Malcolms that they are working on a contractor to remove a tree from an adjacent yard. Falling limbs from this tree have contributed to the roof damage on the shed. Removal of the tree is important to the Malcolms before attempting repairs to the shed roof.



8/10/26

637 Franklin Road

8/10/26—Unable to make contact with owners. Left doorhanger notifying that high grass needs cut within a week.

8/13/26—No progress.

8/14/26 – Received email from owner Madison Bailey. She said recent wet weather has prevented her from keeping up with mowing lately but expects the yard to be cut by August 16 or 17.

8/15/26 – Yard freshly cut and in compliance.



8/10/26

8/15/26

525 Chapman (Empty Lot)

8/10/26--Made contact with owner Marty Listen (Mason resident 513-702-7579) regarding high grass and weeds. He quickly checked his maintenance records and verified the property had not been cut in over three weeks. He agreed to dispatch his maintenance contractor immediately. Advised him we would follow up in a week

8/13/26—No progress.

8/15/26 – No progress

8/21/26 – Neighbors report the lot was cut the evening of 8/15/26. Grass height is barely in compliance now, and the owner was notified by phone that it will need cutting again within a week.

9/1/26 – Noted that the property was recently cut once again.



8/10/26

8/21/26

136 US 42 (Old Carlisle Gifts Building).

8/10/26--Made contact with Chris Cadwallader regarding the rear lot. Chris said he intends to repaint the border fence. He also said he will only allow his personal vehicles to be parked in the rear lot, and specifically is not allowing that lot to be used for rented storage space or any other business interest. Contact info: Chris@CadwalladerClassicsCustoms.com 937-786-3244.

8/13/26—Notified Mr. Cadwallader by email that the parked vehicles must be moved to a paved (asphalt or concrete) parking area.

8/15/26 – No progress.

8/21/26 – Vehicles still parked in back. Spoke to Mr. Cadwallader by phone. He is making arrangements now to have the vehicles moved, and hopes to have them removed from the property within 10 days.

9/1/26 -- Received an email from Chris Cadwallader that arrangements have been made to tow the vehicles out of the back lot within a week. They will be completely removed from this property.

244 South Street

8/10/26—Unable to make contact with owner or occupants. High grass and weeds. Left door hanger for one week compliance on follow-up.

8/13/26 – Made contact with owner who apologized for high grass. They intend to have it cut by the end of the week.

8/15/26 – No progress

8/21/26 – Yard freshly cut and in compliance.



8/10/26

8/21/26

33 North Third

08/10/26 – High grass front and back yards. No contact with occupants. Left doorhanger.

08/13/26 – Insignificant progress. Left door hanger calling for compliance in one week.

08/15/26 – At least half the lawn, front and back, needs cutting.

08/26/26 – Back has been cut. Owner Rhonda Marshall informed me that her landscaper has been overwhelmed with work lately but intends to have all of her yard cut within a couple of days.

09/01/26 – No progress on front yard. UTL on owner.

09/03/26 -- Whole yard now freshly cut and in compliance.



8/10/26

8/13/26

9/3/26

1193 Camp Creek

08/13/26 -- Shrubby growing over and blocking sidewalk. No contact with owner. Left door hanger for a one week compliance follow-up.

08/15/26 – No progress.

8/21/26 – No progress

8/24/26 – Made telephone contact with Heide Sanders. She is an Indiana resident who explained that her husband, Greg Polly, recently inherited the property. She said she would try to make contact with a landscaper to trim the bush. I referred her to Greg Taulbee and advised I would follow up next week.

8/26/26 – No progress. Ms. Sanders notified me by phone that she is hoping to make contact with a landscaper later today.

9/1/26 – No progress, but made a confirmation that Greg Taulbee has been hired to trim this bush. Called Greg who informed me that he intends to have it trimmed later this week.



08/13/26

648 Franklin Road

08/13/26 – Contacted owner's family and informed them that shrubs need to be trimmed to open up the sidewalk. Also told family that grass needs to be cut.

08/15/26 – Lawn freshly cut and sidewalk has been cleared of vegetation. Very fast response by owner to achieve compliance.



08/13/26

8/15/26

532 Franklin Road

08/15/26 – High grass and weeds. No contact with occupants. Left door hanger with a compliance date goal of 08/22.

08/22/26 – Cut and in compliance since 08/15.



8/15/26

8/22/26

10 North Main Street (Mami Finas)

08/15/26 -- Multiple high weeds, particularly on the Main Street side of the structure. Left voicemail and email that we needed to see progress this month.

08/21/26 – Major improvement. Main Street building front is free of unsightly weeds and in compliance.



08/15/26

08/21/26

211 North Third

08/15/26 – Made contact with owner regarding high grass. She apologized and hopes to have it mowed within a few days, weather permitting.

08/21/26 – Yard freshly cut and in compliance.



8/15/26

8/21/26

221 North Third

08/15/26--Made contact with the owner (elderly male in frail health) about high grass. He feels overwhelmed because his mower is in the shop and he cannot afford to hire anyone to cut. I advised him we would follow up within a week. This property may be referred to the high school for community service hours by students.

08/21/26—Yard freshly cut and in compliance.



08/15/26

08/21/26

104 North Third

08/15/26 – Unable to locate occupants regarding high grass and weeds. Left door hanger notification with a one week follow-up for compliance.

08/21/26 – Grass freshly cut and in compliance.



8/15/26

8/21/26

116 North Third

08/21/26 – Discussed high grass in backyard with owner. She advised the wet weather and lawn mower issues have slowed their cutting progress. About one third of the backyard has high grass. She expects to have cutting completed within a few days. We also advised that vehicles and/or campers cannot be parked on unpaved surfaces in the back yard. Owners advised the vehicles are on gravel, but that the weeds need cut around that area.

8/24/26 – Entire yard now completely mowed and weeds have been cut out of the graveled area in the back yard. Property owner also advised that they deposited additional gravel that has been specifically treated to inhibit future weed growth. Owner also advised they eradicated weeds around the property's perimeter, especially around the front sidewalks. The property is currently in compliance with grass and weeds.



8/21/26

8/24/26

135 North Third

8/21/26 – Unable to contact owner/occupants about high grass and clutter. Left door hanger notification with directions for compliance within a week.

8/24/26 – The front yard was cut over the weekend but the backyard is still very high. A lot of clutter remains visible in the back and side yards, including a number of automotive tires. After learning that the property was a rental, I made contact with one of the property owners. He informed me that the current tenants will be evicted shortly, and that the formal eviction notice will likely happen later this week. The eviction process itself is contracted to a property management firm, Coldwell Baker Property Management, case manager Brent Sutton. I made telephone contact with Mr. Sutton. He expects to initiate formal eviction proceedings through the court system immediately. The landscaping contractors are concerned about legal liability if they remove, or even move, and of the tenants' property that is making up most, if not all, of the clutter around the house.

8/26/26 – Whole property is now cut. The tires and major clutter have been moved out of sight. Property owners notified us that formal eviction proceedings have been launched on the renters through Warren County Courts. For now, the property owners are in compliance.

9/3/26 – Received a complaint from an adjacent property owner that the trash cans from 135 North Third appear to be highly contaminated with roaches, leading to suspicions that the house itself is highly roach infested. The neighboring property owner is concerned that the high roach populations could migrate to her property. I left a voicemail with property owners, Simmons Properties, and then spoke by phone with property manager Brent Sutton. He agreed to investigate and call in an exterminator if needed. He also said that the eviction process is going smoothly, and it is his hope that the renters will be gone within a week.



08/21/26

08/26/26

238 North Main Street

08/21/26 – High grass and weeds on the empty lot. Made telephone contact with Vernon Bailey (513-897-5170 and 513-850-1235). Mr. Bailey stated he would have the property mowed immediately.

08/26/26 – Property is freshly mowed and in compliance.



08/21/26

8/26/26

371 North Main Street

8/24/26 – Made contact with owner regarding running water from his property that is crossing the street and causing a puddling nuisance. He advised that contractors working on an addition to the rear of his house apparently opened an underground spring. He has already contracted with a firm to resolve the spring rupture and expects the work to be completed within a week.

9/1/26 – Repairs have stopped the flow of water over Main Street. Property is in compliance at this time.



08/24/26

9/1/26

361 North Street

08/21/26 – Bushes at the corner of the yard and adjacent alley are high, blocking view of drivers turning onto North Street.

08/24/26 – Owner advised me he trimmed the bushes on 08/22. Visibility is now unobstructed and property is in compliance.



08/21/26

08/24/26

435 South Main.

08/26/26 -- Made contact with the business owner about high grass around his building. He said grass cutting has always been handled by the Fields family as part of the maintenance program around the Pharmacy and Hotel businesses. He stated that he would immediately contract with his own landscapers to attend to his business property.

09/01/26 – Partial progress cutting high weeds but grass remains un-mowed. Owner expects to be in compliance by the end of the week.



8/26/26

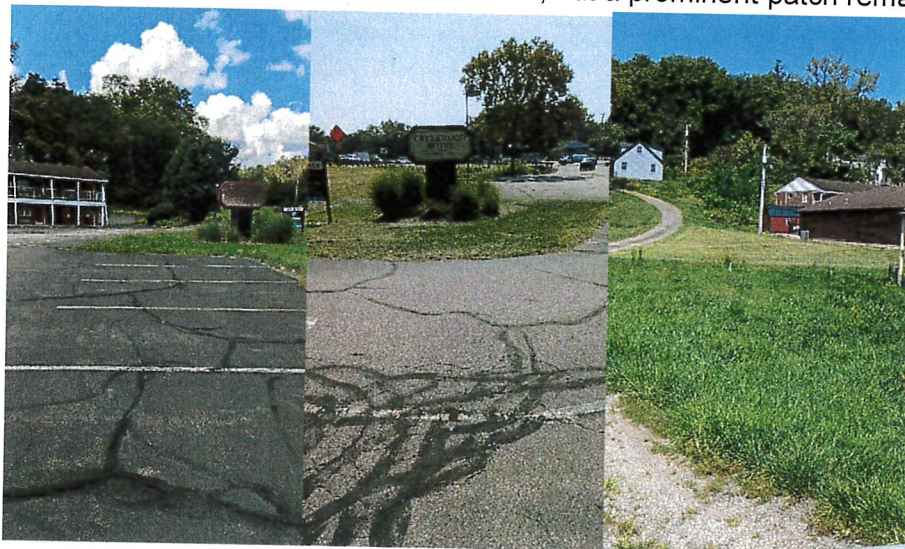
401 to 417 (Business addresses) South Main Street.

08/24/26 -- Properties belonging to the Fields Family. Grass and weeds are very high over the entire area. No contact with owners. The real estate agent who has the business properties listed informed me that the property which fronts the business on SR73 does not belong to the Fields family, and it is his understanding that the maintenance primarily belongs to the Village of Waynesville or the Banks family. That aside, there is still very high grass on the south side of the business and surrounding the adjacent Fields structure just southwest of the Pharmacy and Hotel. None of the Fields family have answered my calls or responded to my voicemail messages. The door hanger was left at the southwest Fields building.

8/26/26 – Received a telephone call from the commercial realtor who is representing the Fields family in its plans to sell the business properties. He informed me that the Fields are aware that I have been trying to contact them, but are reluctant to communicate with me directly. They do not consider the high grass on the north side that fronts State Route 73 to be their concern. On closer inspection of the Warren County Auditor's records, we discovered that much of the SR 73 frontage does belong to another owner. However, there is still a portion of the northside lot that belongs to the Fields, along with property to the west and south that is overgrown with grass and weeds.

8/28/26 – Left an additional doorhanger and voice mail messages with Kyle Fields and his commercial realtor that the high grass and weeds needed to be cut below 8 inches in one week to avoid citations.

9/1/26 – Major progress. Grass on the north and west side has been cut to compliance. Most of the grass on the south side has been cut, but a prominent patch remains.



8/28/26

9/1/26

9/1/26

6439 Wilkerson Road

08/28/26 – Left doorhanger notice and two voicemails for the Fields Properties business regarding high grass and weeds around the building, the drive that leads up to it and the adjacent ball fields. Gave a one week period to achieve compliance to avoid citations.

09/01/26 – Major progress on the ball field area. High grass remains around the house on the hillside. Left a voicemail with Kyle Fields that we needed to have the remaining grass cut within a week.



5501 State Route 73

8/28/26 – Made contact with the Banks family regarding the portion of their property that fronts State Route 73 on the north side of the Creekview Hotel and Pharmacy properties. Mr. Banks stated he would have the high grass cut within a week.

9/1/26 – Grass has been recently cut, and the property is in compliance.



9/1/26

59 North Main

8/26/26 – Spoke to property owner about high grass. He apologized and said he would mow his lawn in the next couple of days.

8/28/26 – Front yard facing Main Street cut. Rear yard still high.

9/1/26 – Rear yard grass still high. UTL owner.

9/3/26 – Left voicemail for the owner that the rear yard needs cut by next week.



8/26/26

678 Franklin Road

8/26/26 – Unable to make contact with owners about a large clump of weeds at the southwest corner of the property, facing Franklin Road. Left a door hanger calling for compliance within one week.

9/1/26 – No Progress.

9/3/26 – Made contact with the property owner. She was unaware that her property extended a few feet to the west of the utility pole. She had just applied weed killer to the portion of the weeds that are east of the pole but said that she would immediately apply more weed killer to the western portion as well.



8/26/26

206 South Third Street

8/26/26 – No contact with owners about high grass and weeds in the rear of the property, and bushes growing over South Street. The view of cars travelling north on Third Street at the South Street stop sign is blocked by the overhanging bush branches. Left a door hanger notification.

8/28/26 – Shrubbery trimmed back from the South Street roadway. Partial progress noted for the high grass.

9/1/26 – Shrubbery and high grass freshly cut. Property is in compliance.



8/26/26

9/1/26

515 Franklin Road

08/28/26 – Made contact with occupant about high grass and weeds and some trash clutter in the front yard. She said her estranged husband is working on a project and she will see that he gets the message.

09/01/26 – Made contact with owner. Grass has been cut and all clutter removed other than items associated with a major project to replace the lateral (sewer connecting) line, which recently burst. The lateral line replacement also required the removal of the front porch. This project will take several weeks to complete.



8/28/26

9/1/26

511 North Street

08/28/26 – Left doorhanger notifying occupants about high grass and weeds. Advised them there would be a one-week follow-up.

09/01/26 – Grass freshly cut and in compliance



8/28/26

9/1/26

60 North Third

08/28/26 – Left doorhanger notifying occupants of high grass and weeds. Advised them there would be a one-week follow-up.

09/01/26 – Yard freshly cut and in compliance.



8/28/26

9/1/26

282 Franklin Road

08/28/26 – Left doorhanger note for occupants that high grass and weeds needed to be cut. Advised them there would be a one-week follow-up for compliance.

09/01/26 – Grass freshly cut and in compliance.

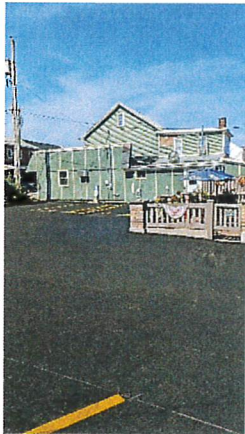


8/28/26

9/1/26

140 South Main Street (Bentino's)

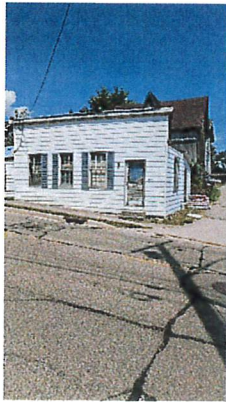
9/1/26 – Made contact with the owner about roof and siding damage. He reported that he is coordinating repairs with contractors and his insurance company, including roof, siding and exterior painting. He stated that he is impatient about the slow progress, and he will push to get a repair program initiated in early September.



9/1/26

272 North Street

9/3/26 – Observed that there has been no apparent progress for several weeks on putting a new roof on this structure. The roof has been prepped for new shingles and roofing supplies are on the property. Left a voicemail at the owner's (Earl Sizemore) address asking for the status of the rehab project.



9/3/26

Compliances

Following properties were granted compliances as of 09/01/26:

148 North Fourth Street
225 Edwards Street
237 South Main Street
274 North Fourth Street*
437 North Main Street*
103 North Third Street
291 Church Street
1220 Lytle Road*
579 Chapman Street*
941 Lytle Road
637 Franklin Road*

104 North Third*
525 Chapman Street
244 South Street
648 Franklin Road
532 Chapman Street
10 North Main Street
211 North Third Street
221 North Third Street
104 North Third Street
116 North Third Street
135 North Third Street
238 North Main Street
361 North Street
532 Franklin Road*
371 North Main Street
511 North Street*
282 Franklin Road*
206 South Third*
60 North Third*
5501 State Route 73
207 South Third
33 North Third

- Immediate compliance response from door hanger contact only.

Following properties achieved partial compliance as of 09/01/26

296 North Main Street
83 South Third Street
292 Church Street
157 North Fourth Street
696 Franklin Road
136 US 42
33 North Third
209 South Third
59 North Main Street
183 South Third
435 South Main Street
401 South Main Street
6439 Wilkerson Road
515 Franklin Road
678 Franklin Road

Following properties showed no progress as of 09/01/26

864 Preston Drive
897 Preston Drive
599 Chapman Street
264 North Main Street
1193 Camp Creek Road
140 South Main Street

Miscellaneous Follow-ups

The following letter was sent to Keith Alexander and his assistant, Claire Tindle. It addressed four known vacant properties currently owned by Mr. Alexander.

To: Keith Alexander

Date: August 21, 2026

Reference: 291 Church Street. 120 Main Street. 10 North Main Street. 121 South Main Street.

It has come to our attention that these properties are currently vacant. Please review the forms and village codes forwarded to Claire Tindle. We need to have vacancy forms filed with our office for any vacant properties in the Village. In addition, we need to have a status for any property that has been vacant for a full year, i.e. anticipated sale date or new tenant occupancy, etc. Properties that have been vacant for a year or more are subject to the owner being cited.

Jeff Little

252 North Fourth Street

08/26/26 – Property owner Kevin McNeeley requested an assessment on whether a large maple tree on the west border of his front yard is partially within the village right-of-way and if its health would mandate its immediate removal. Upon inspection, no part of the tree is located on the North Fourth Street right-of-way. Although the tree appears to be robustly healthy in its highest elevations, there are indications of rot within the trunk near eye level. Given the extreme height of the tree and the potential of severe property damage or injury should some or all of the tree topple, I agree with the homeowner that it would be prudent to have it removed by a professional service.



8/26/26

General

Contractors

7/31/26--In meeting with contract landscaper Greg Taulbee, he volunteered to perform yard maintenance work at very low cost for senior citizens in the area. He also said he would welcome referrals for his services to landlords who have trouble with property maintenance in the Village.

9/3/26 – Made contact with painting contractor Rod Miller, who said he is willing to bid on small exterior painting jobs within the Village. I immediately recommended his services to the owner of 183 South Third.

9/3/26 – Made contact with Steve Williamson, owner of the Red Barn in Corwin. Steve said he would shortly provide us with a list of trusted contractors for miscellaneous carpentry and roofing projects. Steve specifically said that he would only recommend contractors who are trustworthy and have established ties to the Waynesville community.

Student volunteers

Cathy Joefreda from Waynesville HS's Leo Club is recruiting students now to assist with landscaping projects for Waynesville property owners who are in poor health. We are ready to immediately refer student volunteers to 83 South Third and 207 South Third if and when they become available.

Finance Director Report
September 8th, 2026

- AES Ohio President Tom Raga will attend the September 8th Public Works Committee meeting to present AES rate increases and answer any questions.
- I have met with Peoples Bank and LCNB and am starting the transition of our accounts to Peoples Bank.
- The Warren County Budget Commission has approved the Village of Waynesville's 2027 budget. Tonight's agenda includes a resolution to accept the rates and amounts presented by the Warren County Budget Commission for the amounts the Village will receive in 2027 for the Street and Police Levies.

Thank you,

Jamie Morley
Finance Director/Clerk of Council

ORDINANCE NO. 2026 - 038

**AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH
EJR CONSTRUCTION FOR THE REPLACEMENT OF THE ROOF ON THE
VILLAGE BATHROOMS, AND DECLARING AN EMERGENCY.**

WHEREAS, the roof on the Village bathroom facility has failed and is actively leaking, resulting in ongoing water intrusion and damage to the structure; and

WHEREAS, EJR Construction has submitted an estimate dated August 31, 2026 for the replacement of said roof in the amount of Eight Thousand Three Hundred Eighty-Five and 00/100 Dollars (\$8,385.00), a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Council finds that the immediate replacement of the roof is necessary to prevent further damage to Village property and to preserve the use of the facility by the public.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, County of Warren, State of Ohio, that:

SECTION 1. The Village Manager is hereby authorized and directed to enter into a contract with EJR Construction for the replacement of the roof on the Village bathrooms, in substantial conformity with the estimate attached as Exhibit A, in an amount not to exceed Eight Thousand Three Hundred Eighty-Five and 00/100 Dollars (\$8,385.00).

SECTION 2. The Finance Director is authorized and directed to make payment for the work pursuant to the terms of the attached proposal.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village and its residents and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the active leaking of the bathroom roof and the resulting damage to Village property.

PASSED this ____ day of _____, 2026.

Mayor

ATTEST:

Finance Director

EJR Construction, LLC

273 W Lower Springboro Road
Springboro, OH 45066

Estimate

Date	Estimate #
8/31/2026	349

Name / Address
Chief Copeland 1400 Lytle Rd Waynesville Ohio 45068

			Project
Description	Qty	Rate	Total
Roof estimate to replace shingles and EPDM rubber roof at 66 S Main St. (Village Bathrooms). Remove existing shingles and EPDM down to wood deck. Install ice and water guard. Install new synthetic roof felt. Install new alum drip edge and gutter apron. Install new starter shingle. Install new dimensional shingle. (Color of Choice) Install new 750 roof vents. Install new pipe flashing. Install new fully adhered EPDM rubber roof system. Remove all debris from job site. All Labor and materials included.		0.00	0.00
		8,385.00	8,385.00
Total			\$8,385.00

RESOLUTION 2026-039
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR AND
DECLARING AN EMERGENCY

The Governing Board of the Village of Waynesville, Warren County, Ohio, met in regular session on the eighth day of September, 2026, at the office of 1400 Lytle Road with the following members present:

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____

Mr. /Ms. _____ moved the adoption of the following Resolution:

WHEREAS, the Governing Board of the Village of Waynesville, Warren County, Ohio, in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2027; and

WHEREAS, the Budget Commission of Warren County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill limitation;

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

SECTION 1. That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and

SECTION 2. That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

Fund	Levies Outside 10 Mill Limitation	Levies Inside 10 Mill Limitation	Auditor's Estimation of Rates (Inside 10 M) (Outside 10 M)
General		\$174,000.00	1.84
Police Levy	\$390,000.00		7
Street Levy	\$56,000.00		1

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the to submit resolution to Warren County Auditor by October 1, 2026.

Adopted this _____ day of _____, 2026.

Attest: _____

Clerk of Council

*_____
Mayor*

OFFICIAL CERTIFICATE OF THE COUNTY BUDGET COMMISSION

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the VILLAGE OF WAYNESVILLE, for the fiscal year beginning January 1st, 2027.

FUND	Unencumbered Balance Jan. 1st, 2027	Property Tax	Other Sources	Total
General Fund - 1000	4,474,676.47	174,000.00	1,200,375.00	
(Local Government)			22,666.51	5,871,717.98
Special Revenue				
1 Street Construction Maint & Repair - 2011	174,537.56	XXXX	163,000.00	337,537.56
2 State Highway - 2021	74,108.93	XXXX	13,200.00	87,308.93
3 Parks & Recreation - 2041	1,874.28	XXXX	100.00	1,974.28
4 Motor Vehicle License Tax - 2102	6,865.04	XXXX	2,800.00	9,665.04
5 Drug Enforcement - 2081	1,997.79	XXXX	0.00	1,997.79
6 Police Levy - 2901	181,803.98	390,000.00	101,000.00	672,803.98
7 Street Levy - 2902	68,523.15	56,000.00	4,000.00	128,523.15
8 Permissive Motor Vehicle Tax - 2101	19,338.13	XXXX	18,000.00	37,338.13
9 Mayor's Court Computer Fee - 2905	27,054.20	XXXX	5,500.00	32,554.20
10 Opioid Settlement Fund - 2903	1,926.63		0.00	1,926.63
Capital Projects				
1 Main Street Capital Projects Fund - 4901	590,000.00	XXXX	0.00	590,000.00
Enterprise				
1 Water - 5101	746,317.06	XXXX	611,000.00	1,357,317.06
2 Storm Sewer Utility - 5901	237,568.11	XXXX	58,000.00	295,568.11
3 Water Tower Deposit - 5902	5,476.04	XXXX	4,500.00	9,976.04
4 Trash Pickup - 5601	66,801.50	XXXX	310,000.00	376,801.50
5 Street Light - 5602	38,019.84	XXXX	35,000.00	73,019.84
6 Water Capital Improvement - 5701	1,442,435.16	XXXX	253,500.00	1,695,935.16
Internal Service				
1 Admin HRA - 6901	689.30	XXXX	0.00	689.30
Agency				
1 Sewer Agency - 9901	35,089.00	XXXX	0.00	35,089.00
TOTALS	8,195,102.17	620,000.00	2,802,641.51	11,617,743.68

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date

8 - 26 - 2026

Budget
Commission

ORDINANCE NO. 2026-033

AN ORDINANCE ACCEPTING THE RECOMMENDATION OF THE VILLAGE ENGINEER AND AWARDING A CONTRACT TO FORD DEVELOPMENT CORP. FOR THE FIFTH STREET AND SIXTH STREET WATER MAIN REPLACEMENT AND RESURFACING PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT AND RELATED CONTRACT DOCUMENTS

WHEREAS, the Village has undertaken the Fifth Street and Sixth Street Water Main Replacement and Resurfacing Project (the "Project"), which consists generally of replacing existing water mains, improving storm sewers, replacing curb ramps, and road resurfacing on Fifth Street, Sixth Street, and Chapman Road, together with related sanitary sewer replacement and rehabilitation work; and

WHEREAS, the Project is funded in part through the Ohio Public Works Commission ("OPWC"); and

WHEREAS, the Village's engineer, Choice One Engineering, has evaluated the bids received and, by letter dated August 3, 2026, has determined and recommended that Ford Development Corp. of Cincinnati, Ohio, is the lowest and best responsible bidder for the Project, with a total bid in the amount of One Million Six Hundred Seventeen Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$1,617,157.00); and

WHEREAS, the Council of the Village of Waynesville has considered the engineer's recommendation and finds that awarding the contract for the Project to Ford Development Corp. is in the best interest of the Village and its residents.

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

SECTION 1. The Council hereby accepts the recommendation of Choice One Engineering and awards the contract for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing Project to Ford Development Corp., in the total contract amount of One Million Six Hundred Seventeen Thousand One Hundred Fifty-Seven and 00/100 Dollars (\$1,617,157.00).

SECTION 2. The Village Manager is hereby authorized and directed, on behalf of the Village, to execute and deliver the Notice of Award to Ford Development Corp., and to execute the construction Agreement and all related Contract Documents with Ford Development Corp. for the Project, in an amount not to exceed the total contract amount set forth in Section 1.

SECTION 3. The Finance Director is hereby authorized to pay Ford Development Corp. the amount as authorized in Section 1.

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED by the Village Council of the Village of Waynesville, Ohio, this _____ day of _____, 2026.

Mayor

ATTEST:

Clerk of Council

**Date**

August 3, 2026

Attention

Chief Gary Copeland

Address

Village of Waynesville
1400 Lytle Road
Waynesville, Ohio 45068

Subject

Fifth Street and Sixth Street Water Main Replacement and Resurfacing
WAR-WAY-2501

Dear Chief Copeland:

Enclosed are the sign in sheet, bid tabulation, bid analysis, and the original bidding documents for the Fifth Street and Sixth Street Water Main Replacement and Resurfacing.

Through our evaluation of all bid documents submitted, Ford Development Corp., of Cincinnati, Ohio, appears to be the lowest, responsible bidder.

Please execute and return the enclosed Notice of Award, at which time we will forward Contract Documents, along with the executed Notice of Award, to Ford Development Corp.

If you should have any questions or concerns, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Bertke".

Jacob L. Bertke
Project Manager

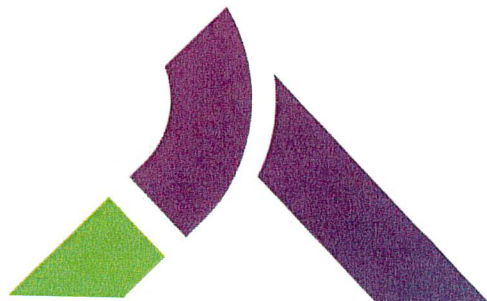
W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



NOTICE OF AWARD

Owner: Village of Waynesville
Project: Fifth Street and Sixth Street Water Main Replacement and Resurfacing
Bidder: Ford Development Corp.
Bidder's Address: 11148 Woodward Lane, Cincinnati, Ohio 45241

TO BIDDER:

You are notified that Owner has accepted your Bid dated 7/30/2026 for the above Project, and that you are the Successful Bidder and are awarded a Contract for:

Replacing the existing water mains, improving storm sewers, replacing curb ramps, and road resurfacing on Fifth Street, 6th Street, and Chapman Road in the Village of Waynesville.

The Contract Price of the awarded Contract is: \$1,617,157.00

One unexecuted counterparts of the Agreement accompany this Notice of Award, and a copy of the Contract Documents has been made available to Bidder electronically. The Drawings will be delivered separately from the Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: Village of Waynesville

Authorized Signature

By: Chief Gary Copeland

Title: Village Manager

Date of Issuance: _____

VILLAGE OF WAYNESVILLE, OHIO
ORDINANCE NO. 2026-037

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT (WATER) WITH C. ELLIS PROPERTIES, LLC AND PEOPLES BANK, AND TO ACCEPT THE ASSOCIATED ESCROW SECURITY, FOR THE INSTALLATION OF WATER IMPROVEMENTS IN THE SETTLERS GROVE SUBDIVISION, SECTION/PHASE 1.

WHEREAS, C. Ellis Properties, LLC (the "Developer") is developing the Settlers Grove Subdivision, Section/Phase 1 (the "Subdivision"), situated in Wayne Township, Warren County, Ohio, and is required to install water improvements to serve the Subdivision (the "Improvements") that, upon completion and acceptance, will become part of the Village of Waynesville water system; and

WHEREAS, consistent with the applicable subdivision regulations, the Developer is required to post security to guarantee both the performance of the construction of the Improvements and the maintenance of the Improvements following their tentative acceptance by the Village; and

WHEREAS, the Developer has presented to the Village a Subdivision Public Improvement Performance and Maintenance Security Agreement (Water) (the "Security Agreement") by and among the Developer, the Village of Waynesville, and Peoples Bank, as surety, together with an Escrow Letter under which the Developer's funds on deposit with Peoples Bank will serve as the security required by the Security Agreement; and

WHEREAS, the forms of the Security Agreement and Escrow Letter are attached hereto as Exhibit A and Exhibit B, respectively, and are incorporated herein as if fully rewritten; and

WHEREAS, the Village previously employed this same procedure for the installation of water improvements in the Windfield Estates Subdivision, and the Council of the Village of Waynesville finds that authorizing the Village Manager to execute the Security Agreement and to accept the associated escrow security is in the best interest of the Village and its water customers;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, Warren County, Ohio, that:

Section 1. The Village Manager is hereby authorized and directed, on behalf of the Village of Waynesville, to execute and deliver the Subdivision Public Improvement Performance and Maintenance Security Agreement (Water) with C. Ellis Properties, LLC, as Developer, and Peoples Bank, as Surety, for the installation and maintenance of the water Improvements serving the Settlers Grove Subdivision, Section/Phase 1, in substantially the form attached hereto as Exhibit A, together with such changes not inconsistent with the intent of this Ordinance as the Village Manager, upon the advice of the Village Law Director, deems necessary or appropriate.

Section 2. The Village Manager is hereby authorized to accept, as the security required under the Security Agreement, the Escrow Letter of Peoples Bank in substantially the form attached hereto

as Exhibit B, providing performance security in the sum of one hundred thirty percent (130%) of the estimated cost of the uncompleted or unapproved Improvements and maintenance security in the sum of ten percent (10%) of the estimated total cost of the Improvements, all as more fully set forth in the Security Agreement.

Section 3. The Village Manager is further authorized to take such other actions and to execute such other documents as may be necessary or appropriate to carry out the intent of this Ordinance, including the administration of the Security Agreement and the Escrow Letter, the consent to and approval of withdrawals of escrowed funds, and the giving of notices of default, all in accordance with the terms thereof.

Section 4. Nothing in this Ordinance shall be construed as final acceptance by the Village of the Improvements. Tentative and final acceptance of the Improvements, and release of the performance and maintenance security, shall occur only upon inspection and approval as provided in the Security Agreement and by separate action of the Village where required.

Section 5. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED this _____ day of _____, 2026.

Mayor, Village of Waynesville

ATTEST:

Clerk of Council

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

WATER AND/OR SANITARY SEWER

Security Agreement No. _____

This Agreement made and concluded at Waynesville, Ohio, by and between **C. Ellis Properties, LLC** (1) (hereinafter the "Developer") and the Village of Waynesville, (hereinafter the "Village of Waynesville"), and **Peoples Bank** (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in **Settlers Grove Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision") situated in **Wayne** (4) Township, Warren County, Ohio, in accordance with Village of Waynesville Water Department (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ 341,676⁰⁰ and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 341,676⁰⁰; and,

WHEREAS, the Village of Waynesville have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and Village of Waynesville Water Department and to require all Developers to post security in the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the Village of Waynesville to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide performance security to the Village of Waynesville in the sum of \$ 441,179⁰⁰ to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Village of Waynesville Water Department regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be ten percent (10%) of the total cost of the Improvements.
2. The Village of Waynesville will, upon approval of the Village of Waynesville Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within **2 (two)** years from the date of the execution of this agreement, as determined by Village of Waynesville Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Village of Waynesville regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the Village of Waynesville to be in default, the Surety and the Developer shall, upon written notification of default

by the Village of Waynesville to the Surety promptly make sufficient funds available to the Village of Waynesville to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Village of Waynesville Water Department regulations, including any costs incurred by the Village of Waynesville which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the Village of Waynesville, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the Village of Waynesville, the Village Managers may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village of Waynesville in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village of Waynesville for any such deficiency.

5. The Village of Waynesville, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Village of Waynesville water department regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.

6. The Developer will provide maintenance security to the Village of Waynesville in the sum of \$34,168⁰⁰ to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Village Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Village Engineer of the maintenance required upon the Improvements to bring the same into compliance with Village of Waynesville Water Department regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Village Engineer.

8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.

9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the Village of Waynesville to be in default, the Surety and the Developer shall, upon written notification of default by the Village of Waynesville to the Surety promptly make sufficient funds available to the Village of Waynesville to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the Village of Waynesville which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the Village of Waynesville, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the Village of Waynesville, the Village of Waynesville may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release

Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the Village of Waynesville in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the Village of Waynesville for any such deficiency.

10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the Village of Waynesville and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Village of Waynesville Water Department regulations, the Village of Waynesville hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Village Manager or Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the Village of Waynesville all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the Village of Waynesville upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the Village of Waynesville to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the Village of Waynesville :

Village of Waynesville
Attn: Gary Copeland, Village Manager
1400 Lytle Rd
Waynesville, OH 45068
Ph. (513) 897-8015

B. To the Developer:

C. Ellis Properties
Attn: Chad Ellis
7620 Paragon Rd
Centerville, OH 45459
937-436-5258

C. To the Surety:

Peoples Bank
48 N. South Street
Wilmington, OH 45177
Attn: Commercial Loan Dept

All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

_____ Certified check or cashier's check (attached) (CHECK # _____)

☒ Original Letter of Credit (attached) (LETTER OF CREDIT # _____)

☒ Original Escrow Letter (attached)

_____ Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).

_____ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.

16. In the event that Surety shall fail to make funds available to the Village of Waynesville in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

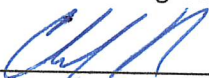
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

DEVELOPER:

SURETY:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Chad Ellis

PRINTED NAME: Tom Gabrielsen

TITLE: DEVELOPER / OWNER

TITLE: S. J. P.

DATE: 9-1-26

DATE: 9-1-2026

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IN EXECUTION WHEREOF, the Village of Waynesville has caused this security agreement to be executed by the Village Manager, on the date stated below, pursuant to Board Resolution Number _____, dated _____.

Village of Waynesville

SIGNATURE: _____

PRINTED NAME: _____

TITLE: Village Manager

DATE: _____

RECOMMENDED BY:

By: _____

APPROVED AS TO FORM:

By: _____

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

ESCROW LETTER

Village of Waynesville Water Department
1400 Lytle Rd.
Waynesville, OH 45068

Re: Security Agreement No. 1143

Dear Village Manager:

This letter is being written in connection with Subdivision Public Improvement Performance and Maintenance Security Agreement No. (hereinafter the "Security Agreement"), by and between the Village of Waynesville (hereinafter "Village of Waynesville"), **Peoples Bank**, (1) (hereinafter the "Bank") and **C. Ellis Properties, LLC** (2) (hereinafter the "Developer") referring to certain subdivision improvements in **Settlers Grove Subdivision, Section/Phase 1** (3) (hereinafter the "Subdivision").

This is to inform you that the Developer has funds deposited with the Bank in the amount of \$441,179⁰⁰ (4) for the purpose of paying for the cost of installing and maintaining the improvements in the Subdivision, **in accordance with the terms and conditions set forth in the Security Agreement, a copy of which is attached hereto and made a part hereof as if fully rewritten herein.**

The Developer will not be permitted by the Bank to draw upon the funds without the written consent of the Village of Waynesville directed to the Bank. The Village of Waynesville will from time to time permit withdrawal of funds not exceeding ninety percent (90%) of the cost of improvements that have been installed and approved based upon the recommendation of the agency having supervision for the type of improvement for which this letter is given. In no event shall withdrawal of funds, in the aggregate, be permitted as to reduce the total amount of funds below the amount set forth in Item 6 of the Security Agreement until the maintenance security is released pursuant to Item 10 of the Security Agreement or until substitute maintenance security is posted and approved.

Upon written notification of the Village of Waynesville directed to the Bank that the Developer is in default of the Security Agreement, the Bank shall promptly disburse such funds as requested by the Village of Waynesville in the notification for the purposes set forth in Items 4 & 9 of the Security Agreement. The determination of the amount of funds to be disbursed by the Bank to the Village of Waynesville as set forth in the aforesaid notification is final and binding upon the Bank, but in no event shall the Bank be required to disburse to the Village of Waynesville funds which exceeds the funds which the Developer has deposited with the Bank as set forth herein or as such deposit of funds has been reduced by Developer withdrawals consented to by the Village of Waynesville. It is mutually agreed that the Bank shall not in any manner be liable for the completion or maintenance of any improvements in the Subdivision and it is further agreed to hold the Bank harmless of all claims and liabilities whatsoever under the Security Agreement other than the obligation to disburse funds to the Village of Waynesville as set forth herein and in the Security Agreement.

Sincerely,

Acknowledged and Agreed by:

DEVELOPER: C. Ellis Properties, LLC

Signature: [Signature]

Printed Name: Chad Ellis

Title: OWNER / DEVELOPER

Date: 9-1-26

SURETY: Peoples Bank

Signature: [Signature]

Printed Name: Tom Gabrielsen

Title: S.V.P.

Date: 9-1-26

VILLAGE OF WAYNESVILLE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Peoples Bank
138 Putnam St
Marietta, Ohio 45750
(800)374-6123

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

BENEFICIARY:

Village of Waynesville
1400 Lytle Rd
Waynesville, OH 45068

ISSUE DATE: September 1, 2026

LETTER OF CREDIT NUMBER: 00000001143-001

Peoples Bank ("Issuer") hereby issues this Irrevocable Commercial Letter of Credit ("Credit") in favor of Village of Waynesville ("Beneficiary"), at the request and for the account of C. ELLIS PROPERTIES, L.L.C., ("Applicant"), up to the maximum amount of Four Hundred Forty-one Thousand One Hundred Seventy-nine and 00/100 Dollars (\$441,179.00). This Credit shall expire on September 1, 2027 ("Expiration Date").

Issuer will honor Beneficiary's demand for payment of an amount available under this Credit at sight upon presentation of a draft drawn on Issuer, provided that such draft is made and presented to Issuer in compliance with the terms and conditions set forth in this Credit.

A draft must bear upon its face the statement "Drawn under Peoples Bank Irrevocable Commercial Letter Of Credit No. 00000001143-001, dated September 1, 2026."

Drafts must be presented to Issuer at Issuer's address set forth above (or such other address or by such other means as Issuer may provide to Beneficiary in writing) during Issuer's regular business hours on or before the Expiration Date.

Partial and multiple drawings are permitted under this Credit. The amount available at any time under this Credit shall be the maximum amount available under this Credit less the aggregate amount of partial drawings previously honored by Issuer under this Credit at such time.

This Credit is not transferable. Any successor or assignee of the Beneficiary will not constitute a transferee of Credit.

This Credit shall be governed by and construed in accordance with the laws of the State of Ohio.

The Uniform Customs and Practice for Documentary Credits ("UCP") as most recently published by the International Chamber of Commerce ("ICC") is incorporated herein by reference and shall apply to the Credit. The UCP shall prevail in the case of a conflict between the UCP and the laws of the State of Ohio.

Peoples Bank



By: AUTHORIZED SIGNER

Tom Gabrielsen S.V.P.