



COUNCIL AGENDA

Monday, October 17, 2022 - 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, October 3, 2022 at 7:00 p.m.
- V. Public Recognition/Visitor's Comments (A five minute per person time limit will be allowed for each speaker unless more time is requested and approved by a majority of the council)
- VI. Old Business
- VII. Reports
 - Standing Council Committees
 - a) Finance Committee
 - b) Public Works Committee
 - c) Special Committees
 - Village Manager's Report
 - Police Report
 - Finance Director's Report
 - Law Directors Report
- VIII. New Business:

Legislation:

Reading of Ordinances and Resolutions:

First Reading of Ordinances and Resolutions:

ORDINANCE NO. 2022-044

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC AND DECLARING AN EMERGENCY

ORDINANCE NO. 2022-045

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH INTERSTATE FORD FOR THE PURCHASE OF ONE 2022 FORD F-150 AND DECLARING AN EMERGENCY

ORDINANCE NO. 2022-046

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

ORDINANCE NO. 2022-047

RATIFYING AND ACCEPTING A VILLAGE LIFE INSURANCE POLICY PLAN

Second Reading of Ordinances and Resolutions:

None

Tabled:

ORDINANCE NO. 2022-041

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE HENRY P. THOMPSON COMPANY FOR SCADA SYSTEM UPGRADE SERVICES

IX. Executive Session

Executive Session to discuss the employment of public employees.

X. Adjournment

Next Regular Council Meeting:

November 7, 2022 at 7:00 pm

Upcoming Meetings and Events:

Public Works, November 7, 2022 @ 6:00 p.m.

Parks and Recreation Board, October 17 @ 6:00 p.m.

Finance Meeting, October 20, 2022 @ 5:00 p.m.

Village Aggregate Informational Meeting, October 25, 2022 @ 6:00 p.m.

**Village of Waynesville
Council Meeting Minutes
October 3, 2022 at 7:00 pm**

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

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

***CLERK'S NOTE-** This is a summary of the Village Council Meeting held on Monday, October 3, 2022.*

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

Roll Call – 7 present

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Mayor Acknowledgements

The streets have been resurfaced and the light poles on Main Street have been repainted. Everything looks great. Council and the Village Manager have done a fantastic job.

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Disposition of Previous Minutes

Mrs. Miller made a motion to approve the minutes as written for the Council meetings on September 19, 2022 and September 22, 2022 as written and Mr. Blankenship seconded the motion.

Motion – Miller
Second – Blankenship

Roll Call – 7 yeas

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Public Recognition/Visitor's Comments

Scott Teeters, a representative of AES, 1900 Dryden Road, addressed Council about AES's plans to update electric meters with smart read meters. He wanted to make Council aware of these updates as AES will be airing commercials about the program starting in November. The smart meters will help deliver better service by creating a self-healing system. The system will be able to isolate an outage by opening and closing circuits to ensure the least number of customers are affected. The meters will automatically notify AES of outages, promoting a more efficient system. Currently, AES relies on customers reporting outages, and sometimes when an issue has been resolved AES will deploy trucks; the smart meters will prevent sending crews to issues already fixed.

Mr. Colvin asked if the smart meters would create a privacy issue or provide individuals with patterned behavior, potentially aiding in break-ins. Mr. Teeter answered that the system is encrypted, and AES will offer an opt-out program with an additional fee. He also stated that the installation of the smart meters will take several years to complete. Currently, AES is concentrating on installation in more populated areas. Mr. Teeter will let Council know when the Waynesville area is scheduled to have the new meters installed.

Mr. Colvin also asked if the hardware/software for the new meters is coming from foreign sources. Mr. Teeters was not sure of the answer and would have to get back to Council with that answer. He also added that he is sure there are components in place to help safeguard the system. Mr. Gallagher stated that there is a push across all utilities to utilize smart systems.

Mrs. Miller asked if residents opt out of the smart meter will they still receive the benefit of a self-healing system? Mr. Teeters stated that yes, they will, but if they have an outage they would have to report it by calling. Mr. Gallagher asked if Mr. Teeters would provide more information about opting out of the smart meter and how much it would cost; this will allow the Village to inform the residents of the option.

Mr. Teeters added that AES is striving to improve reliability and service. On September 26, 2022 AES introduced a new electronic service plan to harden the system and provide better reliability through enhancing the distribution system, capital projects, and maintenance. He also reminded Council that AES does not produce electricity, it is only a distribution company. The increase in electric prices has nothing to do with these planned updates. AES only makes money from distribution.

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Old Business

None

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Reports

Finance

The Finance Committee will meet Thursday, October 20 at 5:00 p.m. The public is invited to attend the meeting.

Public Works Report

Public Works met this evening and discussed ongoing projects and the next meeting is November 7 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

The Parks and Rec Committee will meet again on October 17 at 6:00 p.m. and plan to have the Village Manager look at properties that could be possible future parks.

The Personnel Committee has provided evaluations for the Village Manager and Finance Director to be completed by each Council member. The Committee asks each Council member to complete the evaluations and leave them at the Government Center or give them to Mr. Colvin. Council will have an executive session at the next meeting to discuss the evaluations.

Village Manager Report

- Provided photographs of the Purple Heart Ceremony at the last meeting. The proclamation and plaque are hung in the lobby.
- Residents should be receiving a letter from Trebel about the upcoming meeting at the Government Center to explain the aggregate, which is on the November ballot.
- Continue to follow up with ODOT on the proposed light at Route 42 and North Street.
- Provided the expiring contract with Miami Valley Lighting to compare with the proposed new one.
- Provided a copy of the article to be published in the Wayne Township Magazine.
- New hires for the Village include Darren Sewell and Brian Keith. Both will be working in the water department.
- Leaf pick-up is scheduled to begin at the end of October. The schedule will be put on Facebook and the web page.
- Trick or treat is scheduled for October 31 from 6:00 – 8:00 p.m.

Police Report

- Preparing for Sauerkraut weekend. Crews will start putting up No Parking signs Wednesday, Thursday, and Friday. Hotbox radios will be picked from Warren County Communications. The strategic plan has been completed. Will pick up the speed

trailers to be placed on Route 42 and Route 73 to help discourage speeding during the festival.

- Thank you to Pastor John Decker and his wife Mandy from Morningstar Baptist Church for providing doughnuts.
- On September 26, Mayor Isaacs and I swore in the newest full-time officer, Michael Geyer. He will be a great addition and has already helped cover shifts and save the Village on overtime.

Financial Director Report

None

Law Report

None

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New Business

None

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Legislation

First Reading of Ordinances and Resolutions

None

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

Ordinance No. 2022-041

Authorizing the Village Manager to Enter into a Contract with the Henry P. Thompson Company for Scada System Upgrade Services

No action was taken.

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Executive Session

None

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All were in favor to adjourn at 7:38 pm.

Date: _____

Jamie Morley, Clerk of Council

ORDINANCE NO. 2022-044

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC AND DECLARING AN EMERGENCY

WHEREAS, the lighting of roadways and neighborhoods enhances public safety and security; and

WHEREAS, Miami Valley Lighting, LLC, and the Village of Waynesville have negotiated the terms of a street lighting agreement wherein Miami Valley Lighting is willing to own, maintain and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services to the Village of Waynesville.

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

Section 1. That Village Manager is hereby authorized to enter into a street lighting agreement with Miami Valley Lighting, LLC, substantially in the form of the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to make payments to Miami Valley Lighting, LLC, in accordance with the terms of the agreement.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to renew the contract in order to avoid a disruption in service.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

Village of Waynesville

Warren County, State of Ohio

Street Lighting Agreement

This Street Lighting Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2022 to be effective as of January 1, 2023, (the "Effective Date") by and between Miami Valley Lighting, LLC ("MVLt") and Village of Waynesville of, Warren County, State of Ohio (the "Village"). MVLt and the Village may be referred to individually as a "Party" and collectively as the "Parties."

Whereas, the lighting of roadways and neighborhoods enhances public safety and security; and

Whereas, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment on a long-term basis to provide full service lighting services and is also willing to provide other street lighting related services; and

Whereas, the Village desires to purchase such full service lighting services from MVLt at the prices and on the terms set forth herein.

Now, therefore, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:**

- A. **Initial Term.** The initial term of this Agreement shall commence on January 1, 2023 and shall remain in effect through December 31, 2027 (the "Initial Term").
- B. **Renewal Term.** MVLt may renew this Agreement for an additional term of the same duration as the Initial Term by providing written notice to renew at least 60 days prior to the end of the Initial Term (a "Renewal Term" and together with the Initial Term, the "Term"). MVLt's written notice to renew shall become effective automatically beginning January 1, 2027, if MVLt does not propose a change in its rates as set forth in the Appendices hereto. If MVLt does propose a change in its rates, such proposal shall be included in its written notice to renew and the Village shall have 30 days after receipt of such notice to provide written notice that it is rejecting the rate change and the renewal. If the Village timely provides such written notice of rejection, this Agreement shall terminate at the end of the Initial Term. If the Village accepts or fails to respond to MVLt's written notice to renew with included rate changes, this Agreement shall be extended for the Renewal Term with the changes in rates as proposed.

2. **Service:** MVLt shall provide the Village's full service street lighting needs and various other related street lighting services designed to illuminate the streets, roads and public places within the Village. Full service street lighting is the provision of street lighting by MVLt using MVLt owned lighting fixtures and associated equipment operated and maintained by MVLt and attached to poles owned by MVLt, AES Ohio or other entity, or Village.

3. **Full Service Lighting Charges:** The individual prices for full service street lighting fixtures/poles are set forth in Appendix A hereto, which is incorporated herein by reference. In Year 2 and Year 4 of the initial term and continuing every other year beginning in Year 1 of any renewal term the monthly charges will be increased according to the below calculated inflation adjustment, but no set of price increases in any year shall be less than 3% or more than 8% from the prices in effect in the preceding year. Village will be notified by a letter dated no later than June 30 for an increase in the following calendar year.

Calculation of Inflation Adjustment:

- Base Index is the CPI-U US City Average for all items for the month of the May 2022.

- Current Index is the CPI-U US City Average for all items for the most recent May prior to the rate adjustment.
- Inflation Adjustment shall be the percentage change from the Base Index to the Current Index, rounded to one decimal place.
- Adjusted Price is the contracted full service lighting charges multiplied by the inflation adjustment within the boundaries described above. This calculation will not be used to decrease pricing.

Example Calculation

Base Index (May 2022) = 292.296

Current Index (May 2023) = 309.000 (Example Only)

Example Calculation: Inflation Adjustment: $(309.000 - 292.296) / 292.296 = 5.7\%$; Adjusted Price = 1.057 x applicable Appendix A or B rates.

4. **Billing and Payment:** Unless otherwise agreed to by the Parties, the charges assessed hereunder shall be billed by MVLt and paid by the Village on a quarterly basis. Bills shall be issued on or about [February 15, May 15, August 15 and November 15]. All bills issued for services rendered hereunder shall be due and payable to MVLt within thirty (30) days of the mailing date of said bills. Payments received after the due date will be subject to interest at the rate of one and one-half percent (1.5%) per month on all balances past due; provided, however, that if the Village contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Village notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason it believes such portion of the bill to be incorrect.
5. **Temporary Disconnection:** It may become necessary at times to temporarily disconnect certain street lighting fixtures. MVLt shall temporarily disconnect any of its fixtures at the Village's request and for such requested disconnection, MVLt shall assess and Village shall pay a charge of \$150.00 for each physical disconnection and each physical reconnection of a street lighting fixture. During the period a light has been disconnected, but not removed, at the Village's request, the monthly service charge will be 60% of the applicable full service lighting charge set forth on Appendix A.
6. **New Full Service Lighting Installations:** This section applies only to wholly-new installations where no existing street light fixtures are present. Replacement installations are addressed in other sections.
 - A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. Additionally, the Village shall pay a one-time installation charge for the installation of new standard street lighting fixtures and equipment as set forth in Appendix B hereto, incorporated by reference hereto and as adjusted by Section 3 without caps on upward adjustments. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the provisions of Section 12 will also apply.
 - B. The standard street lighting installation of MVLt equipment will be Light Emitting Diode (LED) cobra head fixtures at the Tier I, Tier II, Tier III, or Tier IV levels. These lights will be installed on existing or new wood or metal poles provided by MVLt, AES Ohio, other entity, or Village, where electricity for the lighting can be supplied with overhead conductor spans served from the Electric Distribution Utility's (EDU) existing secondary distribution system using accepted engineering standards. Should the Village choose to have MVLt install a standard cobra head fixture on an AES Ohio or other pole, and to the extent that AES Ohio or other pole owner charges ("third-party charges") MVLt to have the fixture installed, MVLt will pass-through and the Village will pay MVLt for such third-party charges. MVLt will offer decorative type light fixtures of types and styles designated by MVLt. The decorative lighting fixtures will be available for installation on appropriate MVLt or other entity provided poles.
 - C. Installation of new fixtures/poles pursuant to this Section 6 will be scheduled by MVLt after receiving final approval by the Village of MVLt's proposal and plans for installation and receipt of purchase order for the above-described charges from the Village's authorized agent.
 - D. MVLt can provide a selection of street light product offerings. If the Village desires a street light product not

in MVLt's offerings, MVLt will work with the Village in an effort to develop a proposal for the desired street light product. Additional charges may apply and will be included in the proposal.

- E. **Fixture Minimum Service Life.** The Village agrees that any new full service lighting installations and/or luminaires added by MVLt within the Village during the term of this Agreement under this Section 6 will remain in place during the Term of this Agreement.
7. **Existing Full Service Installations:** This section applies to installations in existence as of the date of execution of this Agreement
- A. Monthly charges are as set forth in Appendix A as adjusted by Section 3. In the event AES Ohio requires metering for any new full service street light installations during the term of the agreement or imposes other requirements on MVLt not required at the time this Agreement is executed, the provisions of Section 12 will also apply.
 - B. Any inoperable High-Pressure Sodium (HPS) cobra head or decorative fixture will be changed out to the equivalent size LED fixture at no change-out charge to the Village. As each luminaire is replaced, the corresponding HPS luminaire shall be removed from the fixture inventory and the corresponding LED luminaire shall be added to the fixture inventory. Thereafter, the Village will pay the monthly full service charge for each LED fixture. If, in the judgment of MVLt, a lighting fixture becomes obsolete or will no longer be serviceable, MVLt will change the light out to a standard MVLt street light fixture at no change out cost to the Village. The Village will pay the monthly full service charge for the new fixture. MVLt may also change lighting fixtures to technically or economically superior equipment.
 - C. All change-outs or other changes to existing fixtures or poles not specifically addressed in this Agreement, including but not limited to change-outs from or to other non-standard fixtures or involving relocation of fixtures or mast arms on existing poles will be done only if the Village requests such work, and there is mutual agreement by the Village to the charges proposed for such work by MVLt.
 - D. In the event that the existing installation is a HPS fixture, Village, at its option, may execute Appendix D hereto, which sets forth the mechanisms for replacing HPS fixtures with LED fixtures.
8. **Non-Standard Street Lighting Installations:** MVLt may also install and sell to the Village certain non-standard lighting system components for prices which will be quoted by MVLt. MVLt will install standard mast arms and lighting fixtures on non-standard Village-owned or provided poles in accordance with the terms and charges specified in Section 6, herein. The prices for certain specified non-standard installations currently available from MVLt is set forth in Appendix C hereof, which is incorporated herein by reference. MVLt is not obligated but may agree to provide other non-standard installations pursuant to a proposal that may include additional charges.
9. **Changes to Existing Lighting Equipment:** As a general rule, MVLt will relocate street lights at no charge to the Village when such relocation is required for completion of Village public works projects such as road reconstruction, installation of water mains, storm sewers etc. MVLt will not be required to remove a street light facility on a temporary basis and any temporary disconnection will be charged in accordance with Section 5 of this Agreement.
10. **Overhead Installations:** MVLt will provide all wiring to lighting. Standard wiring will be spans of overhead conductor operating at one of MVLt's standard secondary voltages.
11. **Underground Installations:** If required by code or designated by the Village, trenching and associated costs to provide underground service will be the responsibility of the Village, which can be fulfilled either by the Village performing such work (including all trenching, back filling, pavement cuts and repairs, and associated work and/or costs for the installation of underground wiring) or by hiring MVLt to perform such work at a separately negotiated charge. All work must be completed in accordance with the MVLt specifications.

12. **Poles:**

A. General Provisions and Responsibilities.

Existing poles, owned by MVLT, AES Ohio or another entity or the Village, will be used for the installation of new or replacement fixtures whenever practical. Otherwise, MVLT will install lights on new MVLT owned poles or poles provided by the Village.

Where MVLT installs fixtures on poles owned or provided by the Village, it will be the responsibility of the Village to provide replacement poles and materials and maintenance when necessary. The Village will pay MVLT for all reasonable work performed by MVLT to install, maintain, or repair Village-owned/provided poles when performed on an emergency basis.

Additionally, MVLT may quote charges for repairs, replacement, and maintenance of Village-owned/provided poles on a non-emergency basis upon request for such a quote from the Village.

B. Charges for Poles Owned by MVLT.

- i. New Poles. Appendix A sets forth the monthly charges applicable to existing and new installations. Appendix B sets forth the one-time installation charge for new poles that are not replacement poles. Installation charges set forth in Appendix B will be inflated using the inflation adjustment calculated in Section 3, using May 2022 as the Base Index and without a cap on upward price adjustments.
- ii. Replacement Poles. MVLT will not install a steel pole as a replacement for any existing pole. Spun aluminum poles will replace existing spun aluminum poles or steel poles. There will be no installation charge for like for like replacements of wood or metal poles of the same height as the pole being replaced. If an existing pole is replaced with a different type of pole or a taller pole then the pole is treated as a new installation and there is a one-time installation charge (Appendix B) plus a monthly charge (Appendix A).
- iii. Pole Maintenance. In order to maintain lighting reliability, MVLT full service lighting includes wood pole testing and treatment on a periodic cycle according to industry standards. MVLT poles that fail testing will be scheduled for replacement at no additional charge to the Village. All MVLT poles wood, metal or decorative will be replaced when damage or condition indicate the need for replacement. MVLT will not paint poles. MVLT, however, will allow the Village to paint steel poles if desired. If the Village desires to paint poles owned by MVLT, the Village must agree to MVLT's liability waiver. In addition, MVLT will handle all claims activity related to accidents affecting MVLT poles and equipment.
- iv. Pole Charges. MVLT owned metal poles will be charged according to the monthly pole charges listed in Appendix A. Beginning in Year 2 of the initial term of this contract all MVLT owned wood poles will be charged as listed in Appendix A. Appendix A prices will be inflated using the inflation adjustment calculated in Section 3.

13. **Pass-through of Utility Metering Charges:** In the event AES Ohio requires metering for any full service street light installations during the term of the agreement or imposes other requirements on MVLT not required at the time this Agreement is executed, the Village will reimburse MVLT for all one-time and ongoing additional costs associated with complying with such new requirements, including costs for metering equipment and associated wiring, installation costs, any costs associated with AES Ohio-required remote meter-interrogation capability, and ongoing additional charges from AES Ohio such as the monthly customer charge imposed by AES Ohio for each installed meter for street lighting service. AES Ohio's current monthly customer charge for installed meters and non-energy charges for street lighting service is \$8.60 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full service charges from MVLT to the Village.

14. **Installation:** MVLT will be permitted to install, in public right-of-way, MVLT-owned wires, poles, guys, and other equipment it deems necessary to provide the services agreed upon hereunder at no cost to MVLT for the use of public right-of-way.
15. **Period of Illumination; DISCLAIMER; LIMITATION ON LIABILITY:** All lights will be illuminated in accordance with an "ALL NIGHT AND EVERY NIGHT SCHEDULE," which is every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. This will result in each fixture being illuminated approximately 4,000 hours per year. MVLT DOES NOT GUARANTEE CONTINUOUS LIGHTING WITHOUT DISRUPTION OR INTERRUPTION AND WILL NOT BE LIABLE TO THE VILLAGE OR ANYONE ELSE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM/OR IN ANY WAY CONNECTED TO THE LOSS OF ILLUMINATION AT ANY TIME. MVLT WILL USE COMMERCIALY REASONABLE EFFORTS TO RESTORE LIGHTING SERVICE WHEN INTERRUPTED WITHIN THE TERMS DESCRIBED HEREIN.
16. **Outages:** The Village shall promptly report to MVLT all luminaries which are not illuminated. MVLT will have all such reports investigated within three (3) working days and endeavor to restore service to any luminaries which can be repaired by routine repairs, such as lamp, photocell or fuse replacement. When more complex repair work is required, such as fixture replacement, electrical system failures or structural repairs, including pole repair or replacement, MVLT will endeavor to restore service to the luminaries within seven (7) working days. For the purpose of this document the term "working day" means all days except Saturdays, Sundays and MVLT recognized holidays.
17. **Commitment:** During the Term of this Agreement, the Village agrees to maintain or increase the number of MVLT full service lighting fixtures. If in any month the number of fixtures falls below the levels as of the Effective Date (the "Basis Level"), MVLT will assess an additional charge for that month equal to the number of fixtures below the Basis Level, times the average price per fixture.
18. **Force Majeure:** MVLT shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, or for any other cause beyond its reasonable control.
19. **Assignment:** Either Party may assign this Agreement upon ninety (90) days advance written notice to the other Party.
20. **Obligations:** Nothing in this Agreement will be construed to obligate MVLT or the Village to trim trees located adjacent to any street lighting fixture. Further, except as expressly provided herein, nothing in this Agreement will obligate MVLT to maintain Village-owned lighting equipment or provide non-standard lighting installations unless otherwise agreed.
21. **Termination:** If this Agreement is not renewed or is terminated for any reason, MVLT shall have a reasonable amount of time in which to remove its equipment and the Village shall be responsible for all costs associated with MVLT's permanent removal of its lighting equipment.
22. **Notices:** Unless otherwise expressly set forth herein, any communication, notice or demand of any kind whatsoever that either Party may be required or may desire to give or serve upon the other shall be in writing, addressed to the Parties at the addresses below, or such other address as a Party may specify in a written notice delivered to the other Party hereto pursuant to this Section 20, and delivered by personal service, Federal Express or other reputable overnight delivery service, by facsimile transmission, or by registered or certified mail, postage prepaid, return receipt requested:

If to MVLT:

MVLT
Attn: Scott Michaelson
1065 Woodman Drive
Dayton, OH 45432

If to Village: Village of Waynesville
Attn: _____
1400 Lytle Road
Waynesville, OH 45068
Phone: _____
Email: _____

Any such notice shall be deemed effective when delivered personally (including Federal Express, Express Mail, or similar courier service) to the Party for whom intended, or three (3) calendar days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth above (or at such other address as such Party shall designate in writing to the other Party during the Term of this Agreement).

23. **Waiver:** Either Party may waive any right under this agreement. The waiver by a Party to require performance of a provision of the Agreement will not affect the right to require full performance of any provision thereafter. The waiver by either Party of a breach of a provision will not constitute a waiver of any subsequent breach or nullify the effectiveness of the provision.
24. **Entirety and Termination of Any Prior Agreement:** This Agreement sets forth the entire agreement between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the Parties, whether oral or written, pertaining to the subject matter. No change in, modification of, or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by each of the Parties subsequent to the execution of this Agreement. It is explicitly agreed that the agreement between the Parties dated January 1, 2017, is terminated effective as of the Effective Date of this Agreement and, thereafter, shall be of no further force and effect.
25. **Governing Law:** This Agreement shall be controlled by and interpreted in accordance with the laws of the State of Ohio, without regard to any choice of law rules that may direct the application of laws of another jurisdiction. Any action or judicial proceeding instituted by either Party relating to this Agreement shall be brought in the courts in Montgomery County, Ohio, it being understood that judgments, orders or decrees resulting from such action or proceeding may be appealed to or enforced in any competent court.
26. **Counterparts:** This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other modes of electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

In Witness Whereof, the Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Attest

Miami Valley Lighting, LLC d/b/a MVLt

By: _____
Authorized Signature
Print Name: Scott Michaelson

Title: Vice President

Date: _____

Village of Waynesville, Warren County
State of Ohio

Attest

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
VILLAGE OF WAYNESVILLE
Street Lighting Agreement
Monthly Full-Service Charge Per

High Pressure Sodium Cobra Head Fixtures	2023	2024-2025	2026-2027
9,500 Lumens (Cobra)	\$ 11.57	As Adjusted*	As Adjusted*
16,000 Lumens (Cobra)	\$ 13.46	As Adjusted*	As Adjusted*
27,000 Lumens (Cobra)	\$ 18.06	As Adjusted*	As Adjusted*
50,000 Lumens (Cobra)	\$ 21.91	As Adjusted*	As Adjusted*

High Pressure Sodium Decorative Fixtures	2023	2024-2025	2026-2027
9,500 Lumens Post Top (Traditional Style)	\$ 13.53	As Adjusted*	As Adjusted*
9,500 Lumens Post Top (Acorn Style)	\$ 19.69	As Adjusted*	As Adjusted*

Light Emitting Diode (LED) Cobra Head Fixtures	2023	2024-2025	2026-2027
Tier I A	\$ 10.99	As Adjusted*	As Adjusted*
Tier II A	\$ 12.79	As Adjusted*	As Adjusted*
Tier III A	\$ 17.16	As Adjusted*	As Adjusted*
Tier IV A	\$ 20.81	As Adjusted*	As Adjusted*

A - Internal identification for MVLt purposes only

Light Emitting Diode (LED) Decorative Fixtures	2023	2024-2025	2026-2027
Tier I Post Top (Traditional Style)	\$ 12.85	As Adjusted*	As Adjusted*
Tier I Post Top (Acorn Style)	\$ 17.69	As Adjusted*	As Adjusted*

Installations of MVLt Decorative, Metal, or Wood Poles	2023	2024-2025	2026-2027
35' Wood Pole	\$ -	\$ 0.68	As Adjusted*
23' Spun Aluminum Pole	\$ 23.69	As Adjusted*	As Adjusted*
30' Spun Aluminum Pole	\$ 26.50	As Adjusted*	As Adjusted*
17' (12' above ground) Aluminum Pole, Direct Bury	\$ 7.40	As Adjusted*	As Adjusted*
12' Cast Aluminum Pole	\$ 16.40	As Adjusted*	As Adjusted*

* Prices will be adjusted every other year according to Section 3 of the Contract.

Appendix B

New Full-Service Installation Charges

Light Emitting Diode (LED) Cobra Head Fixtures:	Fixture Only
Tier I	\$ 285.00
Tier II	\$ 307.00
Tier III	\$ 319.00
Tier IV	\$ 371.00

Light Emitting Diode (LED) Decorative Fixtures:	
Tier I Post Top (Traditional Style)	\$ 529.00
Tier I Post Top (Acorn Style)	\$ 417.00

Poles	Pole Only
35' Wood Pole	\$ 885.00
23' Spun Aluminum Pole	\$ 2,153.00
30' Spun Aluminum Pole	\$ 2,416.00
17' Direct Bury Aluminum Pole (12' above ground)	\$ 826.00
12' Cast Aluminum Pole	\$ 1,855.00

* Prices will be adjusted annually according to Section 6 of the Contract.

If an offering is not listed, MVLt may develop a proposal for the desired product upon request.

Appendix C

Non-Standard Lighting Installation Charges

Spun Aluminum Pole (23') with Screw Anchor Foundation	By Project
Spun Aluminum Pole (30') with Screw Anchor Foundation	By Project
Cast Aluminum Pole with Screw Anchor Foundation	By Project
17' Direct Bury Aluminum Pole (12' above ground)	By Project

APPENDIX D
OPTIONAL PROVISIONS FOR LED REPLACEMENT PROGRAM

A. Cobra Head Fixture Change-out Program from High Pressure Sodium to Light Emitting Diode. Per the Village's election, MVLt will change-out existing High Pressure Sodium (HPS) cobra head fixtures with Light Emitting Diode (LED) cobra head fixtures. Existing 5,800 lumen and 9,500 lumen HPS fixtures will be changed-out to a Tier I LED, an existing 16,000 lumen HPS fixture to a Tier II LED, an existing 27,000 lumen HPS fixture to a Tier III LED and an existing 50,000 lumen HPS fixture with a Tier IV LED. Any cobra head HPS fixture with lumens other than that listed will be replaced with an LED based on the most comparably sized listed HPS fixture. Installation charges for the change-out program are set forth in Section C.

The Village elects to have all HPS cobra head fixtures changed out to LED by December 31, 2024.

The Village defers an election at this time but may make an election by separate written request at a later time during the term of this Agreement.

The Village cobra head street lights are already LED.

B. HPS Cobra Head to LED Cobra Head Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the Village. Upon election MVLt will seek to change-out the lights within 24 months. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly full service charge for each LED fixture.

C. Cobra Head Installation Charges.

i. If the box in Appendix D, Section A is checked to have change-outs from HPS to LED the installation charges for replacing the HPS luminaires with LED luminaires shall be as follows:

- a. Tier I - \$40 per Luminaire
- b. Tier II - \$60 per Luminaire
- c. Tier III - \$80 per Luminaire
- d. Tier IV - \$100 per Luminaire

ii. At any time during the term of this Agreement, the Village may request the change-out of existing LED cobra head lighting fixtures to the same style, higher wattage standard LED fixture at a cost of \$100 per change-out.

D. Change-outs of HPS Decorative Fixtures to LED Decorative Fixtures. Per the Village's election, MVLt will change-out existing 9,500 Lumens HPS Post Top Traditional style decorative fixtures to a Tier I Post Top Traditional style fixture and 9,500 Lumens HPS Post Top Acorn style decorative fixtures to a Tier I Post Top Acorn style decorative fixtures. Any decorative HPS fixture with lumens other than that listed will be replaced with an LED based on the most comparably sized listed HPS fixture. Installation charges for the change-out program are set forth in Section G.

The Village elects to have all HPS Post Top Traditional or Acorn style fixtures changed out by December 31, 2024.

The Village defers an election at this time but may make an election by separate written request at a later time during the term of this Agreement.

The Village Post Top Traditional or Acorn style street lights are already LED.

- E. HPS Decorative to LED Decorative Change-out Schedule. The schedule for replacements under this Program shall occur in consultation with the Village. Upon election MVLt will seek to change-out the lights within 24 months. As each Luminaire is replaced, the corresponding HPS Luminaire shall be removed from the Fixture Inventory and the corresponding LED Luminaire shall be added to the Fixture Inventory. Thereafter, Village will pay the monthly full service charge for each LED fixture.

- F. Decorative Installation Charges.
 - i. If the box in Appendix D, Section D. is checked to have change-outs from HPS to LED the installation charges for replacing the HPS Luminaires with LED Luminaires during 2023 shall be as follows:
 - a. Tier I Post Top, Traditional style - \$200 per Luminaire
 - b. Tier I Post Top, Acorn style - \$250 per Luminaire

- G. Other Change-outs. All change-outs or other changes to existing fixtures or poles not specifically addressed in this Agreement, including but not limited to change-outs from or to other non-standard fixtures or involving relocation of fixtures or mast arms on existing poles will be done only if the Village requests such work, and there is mutual agreement by the Village to the charges proposed for such work by MVLt.

- H. Fixture Minimum Service Life. The Village agrees that any Luminaires replaced or added by MVLt within the Village during the Term of this Agreement under this Appendix D will remain in place during the Term of this Agreement.

Village of Waynesville, Warren County
 State of Ohio

By: _____
 Authorized Signature

Print Name: _____

Title: _____

Date: _____

 Attest

ORDINANCE NO. 2022-045

AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH INTERSTATE FORD FOR THE PURCHASE OF ONE 2022 FORD F-150 AND DECLARING AN EMERGENCY

WHEREAS, the Village wishes to purchase one 2022 Ford F-150; and

WHEREAS, Interstate Ford was the lowest and best bidder for the purchase of said vehicle with a bid of \$34,490.00.

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

Section 1. The Village of Waynesville accepts the vehicle specifications and agrees that Interstate Ford is the lowest and bid bidder.

Section 2. That the Village Manager is hereby authorized to enter into a contract with Interstate Ford for the purchase of one 2022 Ford F-150 vehicle in accordance with the specifications attached hereto as Exhibit A.

Section 3. That the Finance Director is hereby authorized to pay a sum not to exceed \$34,490.00 for the purchase of said vehicle.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to purchase the vehicle at the earliest possible date.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

Cinoyautos, Inc. D.B.A.

INTERSTATE FORD

VEHICLE PURCHASE CONTRACT AND/OR DEPOSIT RECEIPT

Phone: (866) 427-5575

Deal No. 18012308

Cust. No. 641096

125 Alexandersville Rd - Miamisburg, OH 45342

Date 10/7/2022

Salesperson Nick Miller

Order # _____

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Interstate Ford (Seller) the following:

PURCHASER

Name Village of Waynesville

Address 1400 Lytle Road

City Waynesville State OH

County WARREN Zip Code 45068

Home Phone _____ Bus. Phone _____

Cell Phone (1) 513-897-8010 Cell Phone (2) _____

Email gcopeland@waynesville-ohio.org

VEHICLE

NEW DEMO RENTAL UNIT USED

Yr. 2022 Make Ford Stock No. NKE95723

Model F-150 Body Type 2D Standard Cab

Color Race Red Top Trim REG. CAB XL 2WD (F1C)

V.I.N. 1FTMF1CB4NKE95723

TRADE-IN (1)		PURCHASE	
Yr	Make	Selling Price	34205
Model		Protection Package	
Vin #		Added Equip.	0
Mileage		Doc Fee	250.00
Stock #		Ext Serv Agrmt	0
TRADE-IN (2)			
Yr	Make		
Model			
Vin #		SUB TOTAL	34455.00
Mileage		Sales Tax	0
Stock #			

Combined Allowance	0	License/Title	35.00
Deposit			
Cash Due	0		
Rebate	0	TOTAL CASH PRICE	34490.00
TOTAL CREDITS	0.0		(0.0)

TRADE-IN BALANCE OWED TO		TRADE-IN PAYOFF	
		0	
<input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract.		BALANCE DUE	34490.00
Initials <u>X</u>			

— FOR OFFICE USE ONLY —

ACV. _____	UNPAID BALANCE OF CASH PRICE DUE FROM
C. _____	
D.F.M. _____	

TERMS AND CONDITIONS

- 1) The odometer of the purchased vehicle currently reads _____ miles and is accurate to the best of Seller's knowledge.
- 2) This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- 3) In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.
- 4) Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- 5) None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ 0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

Purchaser(s) _____

WARRANTY INFORMATION/OWNER DECLARATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER. UNLESS THE SELLER, INTERSTATE FORD, INC. FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

I/WE HEREBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE 10/7/2022

Purchaser(s) _____

<p>_____ purchaser Initials</p> <p>DUE BILL is part of this contract</p>	<p style="text-align: center;">ACCEPTED INTERSTATE FORD</p> <p>by _____</p>
<p>_____ purchaser Initials</p> <p>HOLD CHECK agreement is part of this contract</p>	

ORDINANCE NO. 2022-046

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

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

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

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

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

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

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

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to dispose of the surplus vehicle at the earliest possible date.

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

EXHIBIT A 2022-046

	Model #	Serial #
2005 CANYON 4WD EXTENDED CAB	Z85 SL	1GTD1196858263433

ORDINANCE NO. 2022-047

RATIFYING AND ACCEPTING A VILLAGE LIFE INSURANCE POLICY PLAN

WHEREAS, Council for the Village of Waynesville desires to offer a life insurance plan for certain employees; and

WHEREAS, Council desires to ratify and accept said plan and method of coverage.

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

Section 1. That the plan and methods of coverage for life insurance as set forth in Exhibit "A" attached hereto and incorporated herein by reference, are hereby ratified and accepted effective _____.

Section 2. That the Village Manager is hereby authorized to execute any and all documents, contracts, and agreements related to said coverage.

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

Adopted this _____ day of _____, 2022.

Attest: _____
Clerk of Council

Mayor

Council Report

October 17, 2022

Chief Copeland

Manager

- I spoke with ODOT District 8 Traffic Study Engineer Breanne Hetzel last week as a follow-up to my SR42 traffic light grant application. After meeting with committee members and submitting additional information, the Central Office Safety Committee voted to approve 100% of the funding of our request. The Central Office Safety Committee will be presenting all the approved grant applications to the State Governance Committee for final approval. If approved by the state, we will only be responsible for costs that come in over the bid amounts and any change orders. I will let Council know when award letters are received. Bree and I have discussed getting together to work out the next steps and a timeline contingent on project approval.
- I have provided an ordinance to purchase a new 2022 F150 Ford truck for the Water Department. It will match the other maintenance trucks and replace the 2005 GMC Canyon as part of our fleet maintenance program.
- I respectfully request that the Council approve to add the 2005 maroon GMC Canyon 5-cylinder 4x4 truck to the surplus list.



- Roccina Niehaus of Wood & Lamping has been working directly with David Nation with the sale of the Lockup to the Museum Board. The transaction of the property is nearly complete pending a few closing documents.

- An ordinance approving me to enter into a 5-year agreement with Miami Valley Lighting has been provided. This is the agreement that was in the September Council report and discussed at Public Works. The new agreement is from January 1, 2023 thru December 31, 2027. It must be approved 60 days prior to expiring as stated in the current contract, so it will need to be passed as an emergency.
- I went out with Moody on Friday, October 14th and identified three test sites for a potential Well #10 behind Bowman Park. They will begin drilling next week. When the drilling is completed, they will do water analysis and flow test studies to determine the best of the three locations picked. I will keep Council updated on the progress.
- We will be listing vehicles on the surplus list, like the GMC Canyon, on Gov Deals. I would like to use the sale money to purchase a plow blade for the F550 Ford leaf truck. This truck currently is used for leaf pickup, and I would like to equip it for plowing in the winter. We currently have two plow trucks, and this will afford us the opportunity to put three trucks on the road during extreme snowfall to keep up. In addition, we will get multiple uses out of the Ford F550. The two new water staff members have CDL's.



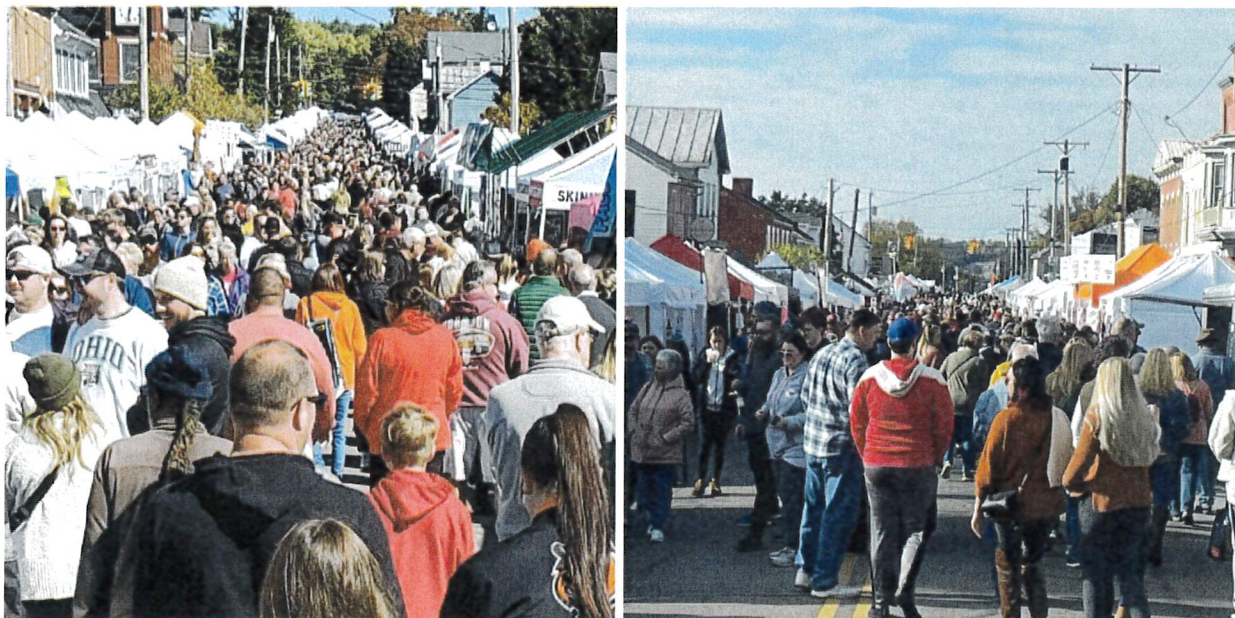
- Trebel Energy has sent out an informational flyer about the electric and gas aggregation program on the upcoming election ballot to all the residents. They have set up informational meetings for anyone interested to attend. They will be at the Harveysburg Village office on October 17th at 6pm. On October 20th at 6pm, they will be at the Massie Township Hall. They will closeout with a meeting at the Waynesville Government Center on October 25th at 6pm. I encourage anyone with questions about the program to attend.

- I want to introduce the newest member of the Village staff that will be working in the Water Department. Darren Sewell joined our team on October 10th and brings over 20 years of experience installing and repairing waterlines, catch basins, storm waterlines, fire hydrants, meter pits, and meters.



Police

- Another Sauerkraut Festival has come and gone with no major incidents to report. I have provided the events calls for service for your review. I want to thank all the officers for providing the necessary presence to keep the event in order. In addition, I want to thank Ashley for dispatching calls and assignments as well as the Streets Department for a great job with barricades and street signs. Overall, the event was a great success with the collaboration of the Chamber, Sauerkraut Festival Committee, and the Village Staff.



- The September dispatched calls for services have been provided for your review. Please feel free to contact me with any questions or concerns.
- The September Mayor's Court report has been included for your review. Please feel free to contact Ashley or me with any questions or concerns.
- Sgt Denlinger has submitted his September Code Enforcement report for your review. Please feel free to contact me or Sgt Denlinger if you have any questions or you would like to report a violation not currently on his report.
- The Police Department will be doing the annual firearms training next Saturday, October 22nd at the Franklin City gun range. I want to thank Councilman Blankenship for the generous donation of Subway gift cards that will be used to provide lunch for the officers at the range.

CALLS FOR SERVICE

From Date: 9/1/2022 12:00:00am

To Date: 9/30/2022 11:59:59pm

Type Description	Count
911 Hangup	8
911 Silent	6
Alarm - Business	2
Alarm - Financial Institution	1
Animal Complaint	3
Burglary - Residential	5
Business Check	91
Citizen Assist	11
Civil Process	12
Criminal Damaging	1
Criminal Warrant	2
Disorderly Conduct/Intox Subject	3
Domestic Violence - Physical	2
Escort	6
Extra Patrol	120
Fire - Fire Alarm	2
Follow Up Investigation	16
Fraud/Deception - Past	1
Harassment/Stalking/Threats	1
Juvenile Complaint	2
Lock Out - Residential	2
Lock Out - Vehicle	7
Medical	30
Mental Disorder	1
Mutual Aid	2
Narcotics Complaint	1
Noise Complaint	3
Notification Only	2
Overdose	2
Parking Complaint	2
Phone Call	29
Prisoner Transport	1
Repo	1
Road Closure	1
Road Hazard./Disabled Vehicle	5
Solicitor Complaint	2
Special Detail	5
Suspicious Circumstances	2
Suspicious Person	7
Suspicious Vehicle	4
Traffic Crash Non Injury	4
Traffic Crash w/ Injuries	3
Traffic Offense	7
Traffic Stop	58
Trespassing	2
Utility Problem	2
Vehicle Theft	2
Warrant Confirmation	1
Well Being Check	7
TOTAL	490

Monthly Mayor's Court Report

WAYNESVILLE MAYOR'S COURT
Cash Flow for September 2022

Page : 1
Report Date : 10/03/2022
Report Time : 13:09:02

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
COMPUTER FUND	\$441.00	\$4,545.00	\$4,094.00
LOCAL COSTS	\$1,918.00	\$19,970.00	\$17,550.00
Additional Costs	\$29.00	\$97.00	\$39.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$6,115.00	\$53,088.35	\$49,321.10
Fees			
Fees	\$50.00	\$1,835.55	\$1,764.50
Bond Forfeits			
Bond Forfeits	\$0.00	\$390.00	\$125.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$8,553.00	\$79,925.90	\$72,893.60
State Revenue From:			
Court Costs			
VICTIMS OF CRIME	\$432.00	\$4,514.20	\$4,068.00
DRUG LAW ENFORCEMENT FUND	\$161.00	\$1,680.00	\$1,508.50
INDIGENT DEFENSE SUPPORT FUND	\$1,240.00	\$12,665.00	\$11,320.00
Fees			
Fees	\$0.00	\$60.00	\$0.00
Total to State:	\$1,833.00	\$18,919.20	\$16,896.50
Other Revenue From:			
Court Costs			
INDIGENT DRIVER ALC TREATMENT FUND	\$69.00	\$720.00	\$646.50
Restitution			
Restitution	\$0.00	\$1,509.44	\$140.00
Total to Other:	\$69.00	\$2,229.44	\$786.50
TOTAL REVENUE *	\$10,455.00	\$101,074.54	\$90,576.60
*Includes credit card receipts of	\$4,060.00	\$31,796.00	\$28,555.00

END OF REPORT

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

7/19/2021	33 S Main St	Windows and Doors			7/20/2021		
7/26/2021	120 N Main St	Wood piled up in back yard		8/9/2021		7/26/2021	8/9/2021
8/2/2021	1092/1094 Brookfield D	Roof and Drainage			8/3/2021		
8/2/2021	1032/1034 Brookfield D	Roof and Drainage			10/26/2021		
					8/3/2021		
					10/26/2021		
		Spoke to Mike Morley 11-15-2021, has new roof flashing on order to make repair					
8/2/2021	250 Hilltop Ct	Parking in grass				8/2/2021	
8/2/2021	80 E Ellis Dr	Siding				8/2/2021	
8/16/2021	193 N 5th St	Siding			8/17/2021		
8/16/2021	1140 Lytle Rd	Low hanging branches			8/17/2021		
8/16/2021	796 Franklin Rd	Low hanging branches			8/17/2021		
8/16/2021	514 High St	Dead branches, low hanging braches, sign				8/16/2021	
8/16/2021	130 N Main St	High grass/weeds			8/17/2021		
8/16/2021	106 N 4th St	Misc. items in the front yard				8/16/2021	
8/16/2021	108 N 4th St	Misc. items in the front yard				8/16/2021	
8/16/2021	120 N 4th St	Misc. items in the front yard				8/16/2021	
8/16/2021	76/84 N Main St	Broken Window			8/17/2021		
8/30/2021	499 Old Stage Rd	Excevation dirt on neighbors yard		10/5/2021	10/5/2021	8/30/2021	
8/30/2021	264 N Main St	Home Occupations, Sanitation, Parking, Outdoor Storage, Accessory Structures, Storage of junk, disabled vehicles and rubbish on premises, Exterior of premises, Roofs and drainage, Stairways, decks, porches and balconies, Handrails and guards, Window and door frames, Accumulation of rubbish or garbage, Disposal of rubbish or garbage					
		Pre-Trial rescheduled for 3rd time on 02/16/2022					
		Plea and Sentence scheduled for 04/21/2022					
		Plea and Sentence rescheduled for 05/19/2022					
		Appears repairs have been started 05/02/2022					
10/4/2021	181 N Third St	Parking in Grass, Storage of junk, disabled vehicles and rubbish on premises			10/5/2021		
10/4/2021	170-174 N Fourth St	Outdoor Storage, Trimming or removal of trees, plants and shrubbery			10/5/2021		
10/4/2021	127 North St	Roofs and drainage, weeds, exterior of premises, overhang extensions			10/5/2021		
10/4/2021	367 Franklin Rd	Outdoor Storage, Accumulation of rubbish or garbage, Disposal of rubbish or garbage			10/5/2021		
10/4/2021	122 Franklin Rd	Parking in grass, outdoor storage, rubbish		11/1/2021		10/4/2021	
10/18/2021	Brookfield Dr	Overtime Parking, Junk Motor Vehicle			10/26/2021		11/15/2021
10/18/2021	Adamsmoor Dr	High grass/weeds			10/26/2021		
10/18/2021	96 S Marvin Ln	Sidewalks and Driveways			10/26/2021		
10/18/2021	1215 Anthony Trace	Junk Motor Vehicle			10/26/2021		
11/8/2021	398 North St	Boat parked on street				11/8/2021	
11/15/2021	464 N 5th St	Junk Motor Vehicle			11/16/2021		
11/15/2021	613 Preston Dr	Junk Motor Vehicle, Outdoor Storage			11/16/2021		

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

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

5/2/2022	548 Preston Dr	Sidewalk			5/3/2022	
5/2/2022	468 Preston Dr	High Grass			5/3/2022	
5/2/2022	525 Preston Dr	Sidewalk			5/3/2022	
5/2/2022	559 Preston Dr	Sidewalk			5/3/2022	
		Contractor hired				
5/2/2022	768 Franklin Rd	High Grass			5/2/2022	
6/6/2022	55 N Us Rt 42	Accessory Structures			6/13/2022	
6/6/2022	83 N 3rd St	Siding			6/13/2022	
6/6/2022	83 N Main St	Exterior of premises, Junk Camper, Fence, Accumulation of Junk			6/13/2022	
6/6/2022	220 N 4th St	Junk Motor Vehicle			6/13/2022	
6/6/2022	642 Robindale Dr	High Grass, Yard debris on driveway			6/13/2022	
6/6/2022	660 Robindale Dr	Parking in Grass			6/13/2022	
6/6/2022	1600 Adamsmoor Dr	Stump			6/13/2022	
6/6/2022	515 Franklin Rd	Overtime Parking			6/13/2022	
6/20/2022	15-17 N Us Rt 42	High Grass				6/20/2022
6/20/2022	160 N 4th St	Outdoor Storage, High Grass				6/20/2022
6/20/2022	120 N Main St	Exterior of Premises				6/20/2022
6/27/2022	1047 Brookfield Dr	Junk Motor Vehicle			6/28/2022	
6/27/2022	Adamsmoor Dr	High Grass				
6/27/2022	999 Creekview Dr	High Grass			6/28/2022	
6/27/2022	107 N 5th St	Tree Overhanging Street less than 14'			6/28/2022	
6/27/2022	172 S 3rd St	High Grass				
6/27/2022	398 North St	High Grass, Outdoor Storage				
6/27/2022	434 N 5th St	Junk Motor Vehicle, parking in Grass			7/19/2022	
6/27/2022	1585 Adamsmoor Dr	Outdoor Storage			7/19/2022	
6/27/2022	1215 Anthony Trace	Roofs and Drainage			7/19/2022	
6/27/2022	825 Franklin Rd	Cut down tree needs removed			7/19/2022	
6/27/2022	35 N Us Rt 42	Exterior of Premises, Outdoor Storage, Accumulation of Junk, Accessory Structures, Junk Motor Vehicle			7/19/2022	
6/27/2022	270 Miami St	Fence			7/19/2022	
6/27/2022	437 N Main St	High Grass, Parking in grass, Junk Motor Vehicle			7/19/2022	
6/27/2022	295 S Main St	Roofs and Drainage, Siding, Trees need trimmed over sidewalk			7/19/2022	
6/27/2022	130 N Main St	High Grass			7/19/2022	7/31/2022
6/27/2022	22 S Main St	Eaves Rotten, Gutter falling			7/19/2022	
6/27/2022	176 N 3rd St	Roofs and Drainage			7/19/2022	
6/27/2022	109 N Main St	Outdoor Storage, Junk Motor Vehicle			7/19/2022	
7/18/2022	552 North St	Parking in Grass, Junk Motor Vehicle, Front Steps, Soffit Gutters			7/19/2022	
7/18/2022	107 N 5th St	Parking in Grass			7/19/2022	
7/18/2022	192 N4th St	Exterior doors			7/19/2022	
8/8/2022	84 N Main St	Screens				8/8/2022
8/8/2022	N Main St Vacant	High Weeds			8/9/2022	
8/8/2022	196 S 3rd St	High Grass/Weeds			8/9/2022	
8/8/2022	207 S 3rd St	High Grass/Weeds			8/9/2022	
8/8/2022	242 N 5th St	Boat parked on street			8/9/2022	

