



COUNCIL AGENDA

Monday, October 5th, 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, September 21st, 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)
- 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. 2026-044

AN ORDINANCE APPOINTING ROBERT KAUFMAN TO SERVE AS MAGISTRATE OF THE VILLAGE OF WAYNESVILLE MAYOR'S COURT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY NECESSARY CONTRACT RELATED TO THE APPOINTMENT

ORDINANCE NO. 2026-045

AN ORDINANCE AUTHORIZING VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHASE KIRBY FOR PROSECUTING SERVICES FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY

Second Reading of Ordinances and Resolutions:

Tabled:

None

IX. Executive Session

- To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the employee, official, licensee, or regulated individual requests a public hearing by division (G)(1) of section 121.22 of the Revised Code.

X. Adjournment

Next Regular Council Meeting:

November 2nd, 2026, at 7:00 pm

Upcoming Meetings and Events:

Waynesville Revitalization Partnership, October 19th @ 5:00 p.m.

Finance Committee, October 26th, 2026 @ 6:00 p.m.

Public Works Committee, November 2, 2026, @ 6:00 p.m.

**Village of Waynesville
Council Meeting Minutes
October 5, 2026 at 7:00 pm**

DRAFT

Present: Mr. Chris Colvin
 Mr. Zack Gallagher
 Mayor Earl Isaacs
 Mr. Troy Lauffer
 Mrs. Connie Miller
 Mr. David Nation
 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, October 5th, 2026.*

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

Roll Call – 7 present

Mayor Acknowledgements

Mayor Isaacs reminded everyone of the 56th annual Sauerkraut Festival this weekend and wished everyone a good time.

Disposition of Previous Minutes

Mrs. Miller moved to approve the minutes for the Council meeting on September 21st, 2026, as written, and Mr. Nation seconded.

Motion – Miller
Second – Nation

Roll Call – 7 yeas

Public Recognition/Visitors' Comments

Elaine Smith, 1102 Brookfield, thanked the Village for working diligently to install the new spotlight at the intersection of Route 42 and North Street. She said it will help keep the Village a safer place for everyone.

.....

Old Business

None

.....

Reports

Finance

The Finance Committee will meet on October 19th at 6:00 p.m. The public is invited to attend.

Public Works Report

The Public Works Committee's next meeting will be on November 2nd, 2026 at 6:00 p.m. The public is encouraged to attend.

Special Committee Reports

Waynesville Revitalization Partnership (WRP) will meet on October 19th at 5:00 p.m. Mr. Nation informed Council that the organization is now registered with the state, has a federal tax ID, and has a bank account. He also said the committees are developing work plans for upcoming projects.

Village Manager Report

- Chief Copeland informed Council that the new stoplight at Route 42 and North Street is fully functioning and working well with the new crosswalk.
- The trees at 137 S Main Street have been removed, and the stumps will be ground this week. The electric and gas utilities are scheduled to be capped this week. Demolition of the building is scheduled to begin after the Sauerkraut Festival.
- Chief Copeland stated he will keep Council informed about the output for Well 10.
- The results of the annual lead and copper tests were very good. The EPA was very happy with the numbers.
- EJR Construction replaced the roof of the public restrooms. The Maintenance Department replaced the damaged drywall.
- The Maintenance Department continues to repaint yellow curbs.
- Jack Kilburn power-washed the Covey Tower.
- Anthony and Lauren Saulther of the Village Salvage donated the lamppost light for the municipal parking lot at 137 S. Main Street.

- The Water Department repaired a water leak at 766 Joycie Lane, including repair of the sidewalk.
- Thank you to Mr. Lauffer and Mrs. Miller for attending the ribbon cutting for the Winking Westie.
- Flyers for the Harvest Festival on October 15th have been provided for review.

Police Report

- Dispatched calls for service, Mayor's Court month-end, and Code Compliance Officer reports have been provided for review.
- All the officers qualified during the range qualification on October 22. A big thank you to Stubbs-Conner for providing lunch for all the officers.
- A flyer for the Hamburger for Heroes event on October 8th has been provided.

Mrs. Miller informed Chief Copeland that the grey house with all the weeds out front submitted a signage application to the Historical Preservation Board but did not attend the meeting. They will need to submit a new application for consideration.

Mr. Lauffer asked Chief Copeland whether the Street Department paints the lines on the streets. Chief Copeland responded that special thermal-bonded tape is used to mark the streets and that this work is contracted out. He said he would work with Ms. Morley to determine whether State Highway Funds can be used to paint additional crosswalks around town.

Mr. Colvin asked whether Chief Copeland is concerned about motorized power bikes. Chief Copeland said he has not seen many in the Village, but there is significant discussion about them among law enforcement. He added that any motor over 50 cc requires a license. Mr. Forbes stated that state-level regulations categorize pedal-assisted bikes into three classes. Mr. Lauffer asked whether Village-level regulations are possible. Mr. Forbes said several municipalities are researching this to determine whether additional regulations can be implemented at the local level, since the state has already regulated them. He suggested that a helmet law for all classes would be an example of a local-level regulation, since the state only requires a helmet for one class. Mr. Forbes also said that another community requires owners to register all pedal-assisted bikes.

Mr. Nation asked if staff could look at the streetlamp in front of the bathrooms. He also said that the bench in front of the museum has not been replaced since the contractor for the OPWC Fourth Street project broke it. Chief Copeland stated that he will ensure this is repaired before the project's final draw is approved.

Mr. Powell asked whether Chief Copeland knows which company cut the trees around the power lines. Chief Copeland stated they are subcontracted by AES.

Mr. Nation said that the owner of 99 N. Main St. claims the building is not vacant because it is used as a warehouse. He asked whether this use was permitted within the Neighborhood Commercial District. Mr. Forbes stated he did not think this use was permitted but would make sure.

Financial Director Report

- Ms. Morley stated the Village locked in a rate of 4.55% for the new CD.
- Ms. Morley said she is continuing to work on updating all new account information with organizations and vendors.
- The Village received a \$10,506 dividend check from the Ohio Bureau of Workers' Comp.
- There is an ordinance to approve the ICS Sweep account and a new credit card with People's Bank.

Law Report

- Mr. Forbes stated that he will look into whether a warehouse is an acceptable use under the zoning codes.

New Business

Mrs. Miller asked whether Council needs to organize a committee to examine the sewer plant and the potential impact on the Village. Chief Copeland stated that Chris Brausch said the Village needed to provide an engineering study of the plant. He will contact Wessler to see if they could do this using the information from the water module at minimal cost.

Legislation

First Reading of Ordinances and Resolutions

Ordinance No. 2026-043

Authorizing the Village Manager and Finance Director to Establish a Village Credit Card Account with Peoples Bank and to Enroll the Village in the Insured Cash Sweep (ICS) Service Through Peoples Bank and Declaring an Emergency

Mrs. Miller moved to waive the two-reading rule for Ordinance 2026-043, and Mr. Gallagher seconded the motion.

Motion – Miller
Second – Gallagher

Roll Call – 7 yeas

Mr. Nation moved to adopt Ordinance 2026-043 as an emergency, and Mr. Colvin seconded the motion.

Motion – Nation
Second – Colvin

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions

None

Tabled Ordinances and Resolutions

None

Executive Session

None

Mr. Colvin thanked Council for completing the review forms for the Village Manager and Finance Director. He said he will compile the results, and Council can go into executive session to discuss them at the next meeting.

All members voted to adjourn at 7:42 p.m.

Date: _____

Jamie Morley, Clerk of Council

Council Report

October 19, 2026

Chief Copeland

Manager

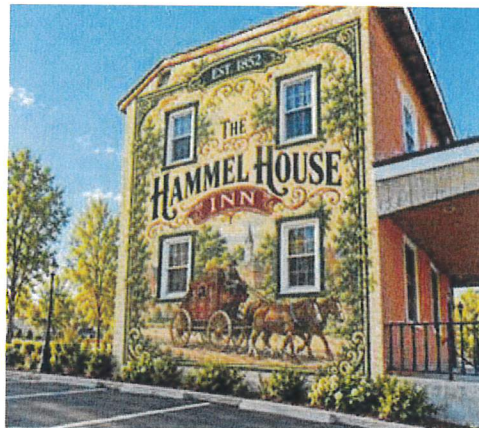
- On October 7th at 10 am, we held a preconstruction meeting for the 5th and 6th Street waterline and repaving project. This joint municipal project with the County will have the County work on the sanitary lines. Attendees included Jacob Bertke and Robert Cappello from Choice One Engineering, Josh Wianne from Ford Development, Kathryn Gilbert from Warren County Water and Sewer, Brian Keith, Village Water Supervisor, and me. The project is scheduled to begin on November 9th and be completed on June 28th. Ford Development will work 8-10 hour days Monday through Thursday. I want to remind Council that this project costs \$1,651,500.00. The OPWC Grant covers 69% of the project (\$1,139,540.00). The Village and County are responsible for the remaining 31% (\$511,965.00). I will provide information and progress photos throughout the project.
- I am providing an update on the progress of the 137 S. Main Street municipal parking lot project. On October 3rd and 5th, Crestline Tree Service removed all the trees and bushes from the property. They grounded all the stumps, and I had all utilities removed from the property.



- After EJR Construction installed a new roof on the Village Main Street restrooms, I had the Maintenance Department repair the ceiling damaged by the previous water leaks.



- Jeff Bonham, the new owner of the Hammel House Hotel and Restaurant, has opened the hotel portion of the business. They will continue restoring the restaurant. Mr. Bonham presented a mural to the Historical Preservation Board, and it was approved. He is now seeking donations to help with the cost. I have included a photo of the approved mural for your review.



- I received a complaint about the American Legion Post 615 sign blocking the view on Miami Street when entering SR42. When I investigated, I noticed two sign poles, and the Legion sign was too low, reducing visibility for southbound traffic. We moved the Legion sign behind the State's "Do Not Enter" sign and removed the other pole, improving visibility.



- The Village Maintenance Department has begun leaf pickup. Please place your leaves near the curb, but do not put them in the street. The weekly pickup schedule has been attached.

- On October 14th, I met with Mike Watkins of Supreme Homes. He presented a Planned Unit Development plan for a development on Old Stage that connects to the Victoria Place subdivision. He is proposing three home styles. I have included a map of the development and photos of example homes he plans to build. The orange section of the map shows larger homes, approximately 13 units valued at \$800,000.00 and up. The two gray areas will require variances and include approximately 25-30 smaller homes valued at \$350,000.00–400,000.00, targeting senior clients. The uncolored section on the opposite side of Somerset will include executive houses (condominiums), with 3-4 buildings of 5-10 units each, valued at \$250,000.00–300,000.00. He advised that the PUD would include green space, sidewalks, and other Village Council-recommended requests. I have invited Mr. Watkins to the next Public Works meeting on November 2nd to present his PUD to Council. He also asked whether the Village would be interested in a Tax Increment Financing (TIF) partnership. He said his company website is www.supremecustomhomes.net, and an example of one of his developments can be seen in George Town Village, Eaton, Ohio.

Police

- It has been another successful Sauerkraut Festival. I have included the Police Department's calls for service at the SKF, along with photos of the event and the village staff at work. The traffic signal on SR42 at North Street was very helpful, and for the first time, we had no accidents at that intersection.





- School Resource Officer Shannon Mermann attended the annual Touch a Truck event at Wayne Local Schools on October 13, 2026, as a Village representative.

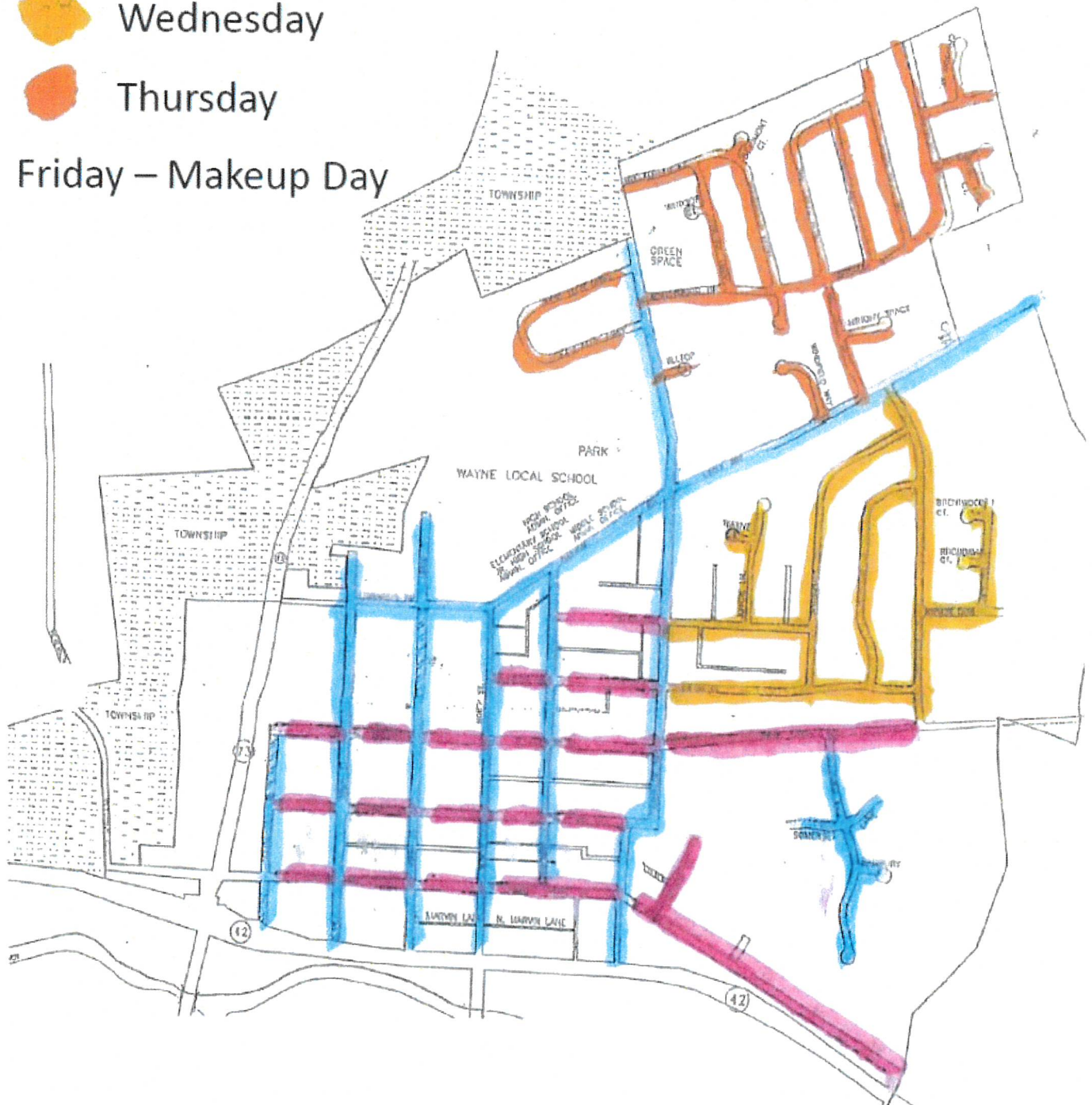


- I want to remind the public that the annual trick-or-treat will be on Saturday, October 31st, from 6 - 8 p.m. Please drive safely and watch for children crossing neighborhood streets.

-  Monday
-  Tuesday
-  Wednesday
-  Thursday

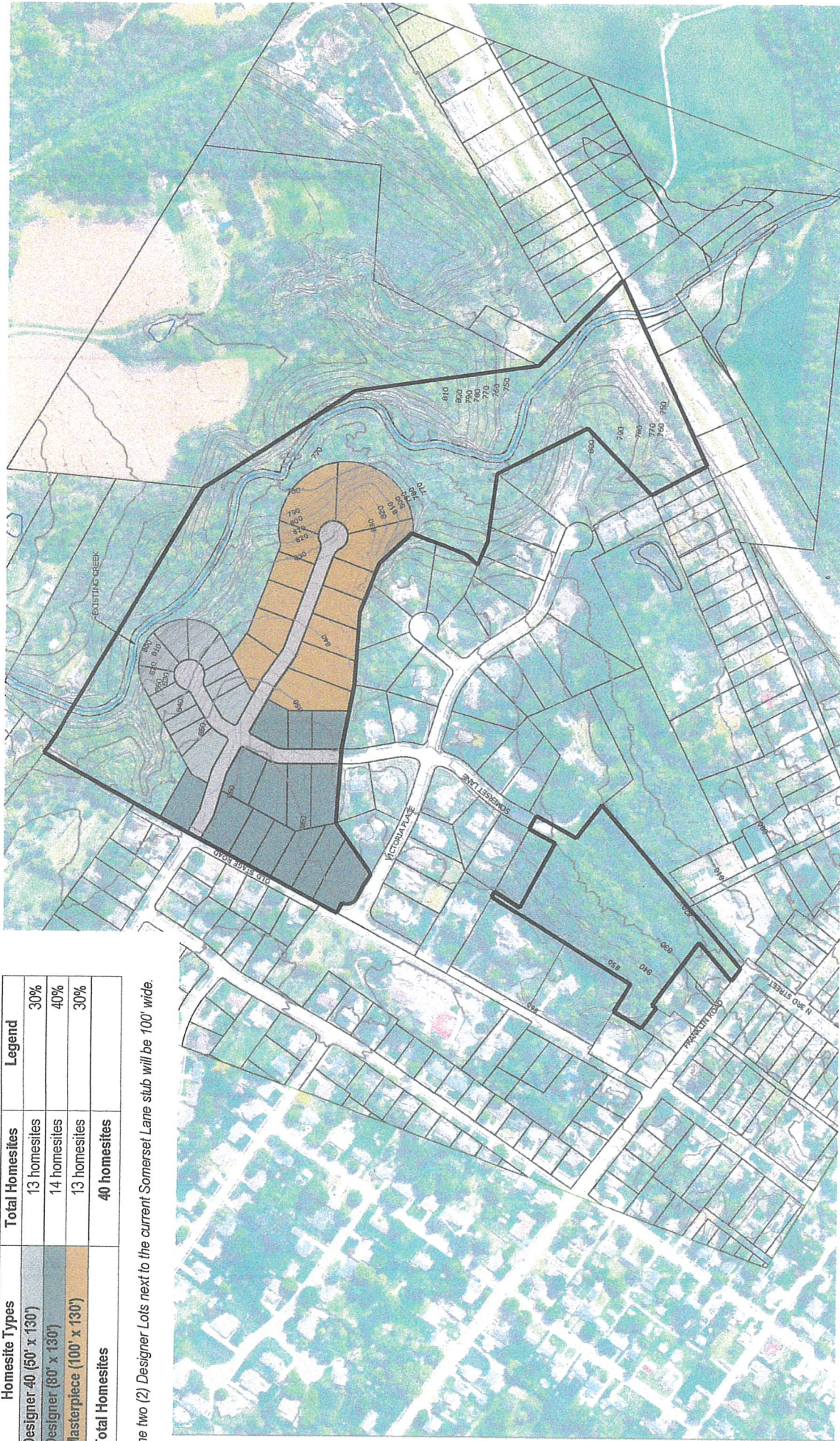
Friday – Makeup Day

STREET MAP



Homesite Types	Total Homesites	Legend
Designer 40 (50' x 130')	13 homesites	30%
Designer (80' x 130')	14 homesites	40%
Masterpiece (100' x 130')	13 homesites	30%
Total Homesites	40 homesites	

*The two (2) Designer Lots next to the current Somerset Lane stub will be 100' wide.





4069 sqft



2711 sqft



3392 sqft

1,800-2,400 sq ft



1,500-2,100 sq ft



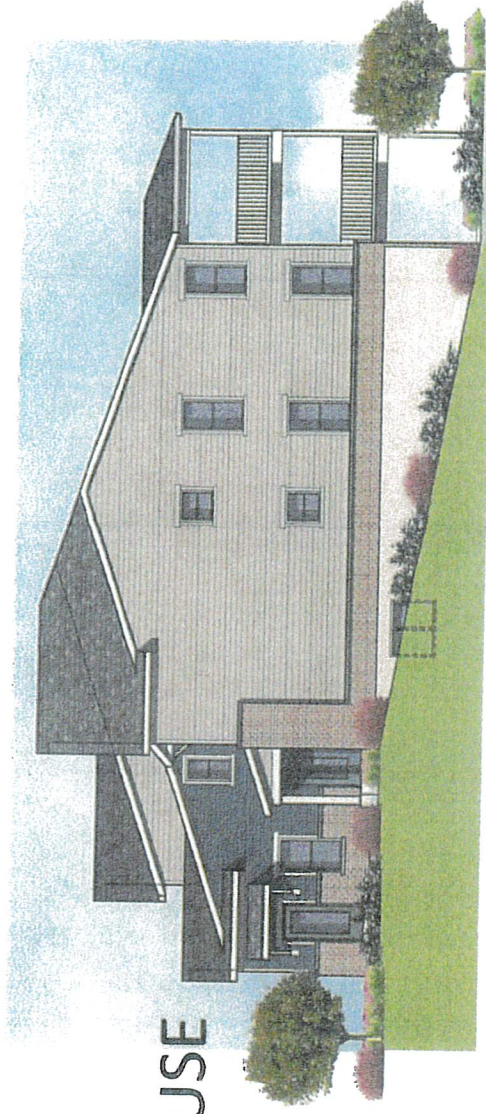
1,500-2,100 sq ft





GALLERY ELEVATIONS

AMERICAN FARMHOUSE



RIGHT SIDE ELEVATION DESIGN "A"



FRONT ELEVATION
GALLERY COLLECTION
5/7 HOME NEW EXTERIOR DESIGN "AMERICAN FARMHOUSE"

SATURDAY 10/10/26

SATURDAY 10/10/26

ORDINANCE NO. 2026-044

**AN ORDINANCE APPOINTING ROBERT KAUFMAN TO SERVE AS
MAGISTRATE OF THE VILLAGE OF WAYNESVILLE MAYOR'S
COURT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
ANY NECESSARY CONTRACT RELATED TO THE APPOINTMENT**

WHEREAS, the Village of Waynesville conducts a Village Mayor's Court for the purpose of hearing traffic offenses and misdemeanors, which occur within the Village of Waynesville; and

WHEREAS, Section 1905.05 of the Ohio Revised Code provides that the mayor of a municipal corporation that has a Mayor's Court may appoint a person as Mayor's Court Magistrate to hear and determine prosecutions and criminal causes in the Mayor's Court that are within the jurisdiction of the Mayor's Court; and

WHEREAS, Robert Kaufman has complied with all mandates set forth by the Ohio Supreme Court and the laws of the State of Ohio to be able to serve as Magistrate for the Village of Waynesville.

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

Section 1. That Robert Kaufman is hereby appointed to serve as Magistrate of the Village of Waynesville Mayor's Court effective January 1, 2027.

Section 2. That the Village Manager is hereby authorized to execute the related contract attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. That Robert Kaufman shall maintain all certifications required by the Ohio Supreme Court and the State of Ohio at his own expense.

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

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

EXHIBIT "A"

EMPLOYMENT OF ROBERT KAUFMAN
AS MAGISTRATE FOR THE
VILLAGE OF WAYNESVILLE MAYOR'S COURT

The Village of Waynesville, as approved by its Ordinance No. 2023 -044, hereby employs Robert Kaufman as Magistrate of the Village of Waynesville Mayor's Court for an annual compensation of \$10,800.00. Said salary shall be paid in a monthly manner. Said employment shall be for a period of three (3) years, beginning January 1, 2027.

The employment herein shall be subject to PERS in the Village of Waynesville and Robert Kaufman shall make the appropriate contributions for said coverage.

Robert Kaufman shall perform all services required by the Ohio Supreme Court and the laws of the State of Ohio to serve as Magistrate of the Village of Waynesville Mayor's Court. Robert Kaufman further agrees to maintain any and all certifications required by the Ohio Supreme Court and the laws of the State of Ohio at his own expense.

If it is ever determined that Kaufman is not in compliance with any and all requirements of the State of Ohio and/or the Ohio Supreme Court to serve as a Magistrate in Mayor's Court, then this contract shall be null and void.

Robert Kaufman further agrees not to engage in any other legal services which create a conflict of interest or the appearance of a conflict of interest with regard to the responsibilities to the Village of Waynesville. In other words, Robert Kaufman will not accept any cases in opposition to the Village of Waynesville nor handle any matters representing clients before any Board or Commission of the Village of Waynesville or before the Village Council.

In witness whereof, the parties have set their hands on this _____ day of _____, 2026.

VILLAGE OF WAYNESVILLE

By: _____
Gary Copeland
Title: Village Manager

Robert Kaufman

ORDINANCE NO. 2026-045

AN ORDINANCE AUTHORIZING VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH CHASE KIRBY FOR PROSECUTING SERVICES FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY

WHEREAS, Article VI, Section 6.03 of the Waynesville Charter provides that the Law Director shall be the prosecuting attorney for the Village; and

WHEREAS, Article VI, Section 6.03 of the Waynesville Charter allows Council to select Special Counsel to perform duties as determined by Council; and

WHEREAS, due to his experience, Council has determined that it is in the best interest of the Village to retain Chase Kirby as the Village prosecuting attorney.

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

Section 1. That Chase Kirby is hereby appointed Prosecuting Attorney of the Village of Waynesville.

Section 2. That the terms of compensation for prosecuting services shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

Section 3. That the Village Manager is hereby authorized and directed to execute an agreement in substantial conformity with the agreement attached hereto as Exhibit "A".

Section 4. That this Ordinance was adopted in open public session pursuant to the Charter of the Village of Waynesville and the Ohio Revised Code.

Section 5. 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 to avoid a disruption in Prosecutor services.

Adopted this ___ day of _____, 2026.

Attest: _____
Clerk of Council

Mayor

EXHIBIT "A"

AGREEMENT FOR LEGAL SERVICES

This Agreement, entered into this ____ day of _____ 2026, between the Village of Waynesville, Ohio (hereinafter referred to as the "Village") and Chase Kirby, Attorney At Law (hereinafter referred to as "Kirby")

WITNESSETH:

1. Kirby is hereby retained as Prosecuting Attorney for the Village.
2. Kirby will carry insurance with the following minimum limits:
 - a. Worker's Compensation coverage in accordance with statutory requirements.
 - b. Professional Liability Insurance with limits of not less than \$1 million annual aggregate.
 - c. Comprehensive general liability insurance with limits of not less than \$500,000 for each occurrence, and with property damage limits of not less than \$500,000 for each occurrence, and not less than \$1 million in the aggregate.
 - d. Automobile liability insurance with bodily injury of not less than \$100,000 for each person, and not less than \$300,000 for each accident and with property damages limits of not less than \$100,000 for each accident. He will also have a \$1 million umbrella policy for excessive coverage.

Further, Kirby agrees to indemnify the Village and hold it harmless for any liabilities, injuries, harms and expenses arising out of the negligence of the Prosecutor. Said indemnification and hold harmless provision is limited to the amount of Kirby's Professional Liability Insurance coverage.

3. Kirby will not engage in any other legal services in the Village which create a conflict of interest with regard to his responsibilities to the Village. In other words, Kirby will not accept any cases in opposition to the Village nor handle any matters representing clients before any Board or Commission of the Village or before the Village Council.

4. Kirby agrees to serve as Prosecuting Attorney for the Village. The Prosecutor shall have the right to select other qualified attorneys to perform the duties of the Prosecutor for the temporary periods of his absences.

5. The Village agrees to compensate Kirby at the rate of \$125.00 per hour, payable monthly upon submission of an invoice. For said compensation, Kirby or his representative is to prosecute all matters in the Village's Mayor's Court, prosecute all matters properly transferred or

appealed to Warren County Court, and advise and counsel members or the Police Department regarding these prosecutions. The Prosecutors shall receive no benefits afforded to the Village employees.

The only expenses to reimburse would be actual out of pocket expenses incurred in the preparation of exhibits for cases and filing fees.

6. This contract is in full force and effect from the date of execution first written above. This contract is for a term certain until December 31, 2029, at which time the contract shall be renewed, renegotiated, or terminated. However, at the option of either party, the contract may be terminated upon 60 days' written notice of said intent to terminate in order to provide a smooth transition of duties.

VILLAGE OF WAYNESVILLE

BY: _____
Village Manager

CHASE KIRBY

BY: _____
Chase Kirby