COUNCIL AGENDA

Monday, November 2, 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, October 19, 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. 2026-046
AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RETAINING WALL COST-SHARING AGREEMENT WITH THE OWNER OF 121 SOUTH MAIN STREET (HAMMEL HOUSE) AND AUTHORIZING THE VILLAGE TO PAY FIFTY PERCENT (50%) OF THE COST OF THE RETAINING WALL, NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000.00)

ORDINANCE NO. 2026-047
AN ORDINANCE APPOINTING JEFFREY D. FORBES AND THE LAW FIRM OF WOOD & LAMPING LLP AS LAW DIRECTOR FOR THE VILLAGE OF WAYNESVILLE, OHIO, AND ESTABLISHING THE COMPENSATION

ORDINANCE NO. 2026-048
AN ORDINANCE ACCEPTING AND CONFIRMING THE DEDICATION OF THE PUBLIC STREET RIGHT-OF-WAY EXTENDING BETWEEN THIRD STREET AND MAIN STREET, DEDICATED IN PART AS CHAPMAN STREET AND IN PART AS TYLER STREET, AND DECLARING THAT THE ENTIRE RIGHT-OF-WAY SHALL BE KNOWN AS CHAPMAN STREET

ORDINANCE NO. 2026 - 049
AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND AND 00/100 DOLLARS ($45,000.00), AMENDING THE 2026 APPROPRIATIONS TO TRANSFER FUNDS FROM CONTINGENCIES TO LAND AND LAND IMPROVEMENTS, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2026-050
AN ORDINANCE ESTABLISHING AN UNCLAIMED MONEY FUND (FUND NO. 9903) PURSUANT TO SECTION 9.39 OF THE OHIO REVISED CODE AND ESTABLISHING PROCEDURES FOR THE HANDLING OF UNCLAIMED MONEY, INCLUDING UNCLAIMED MONEY OF THE WAYNESVILLE MAYOR'S COURT

ORDINANCE NO. 2026-051
AN ORDINANCE ESTABLISHING CERTAIN POSITIONS AND AMENDING THE BASE PAY RATES AND RANGES OF VILLAGE OF WAYNESVILLE EMPLOYEES

ORDINANCE NO. 2026-052
AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH GARY L. COPELAND

ORDINANCE NO. 2026-053
AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH JAMIE MORLEY

ORDINANCE NO. 2026 - 054
AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A SERVICE CONTRACT WITH BUCKEYE POWER SALES CO., INC. FOR STANDBY GENERATOR MAINTENANCE, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2026-055
AN ORDINANCE CERTIFYING DELINQUENT UTILITY CHARGES TO THE WARREN COUNTY AUDITOR FOR PLACEMENT ON THE REAL PROPERTY TAX LIST AND DUPLICATE AS A LIEN UPON THE PROPERTIES SERVED, AND DECLARING AN EMERGENCY

Second 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

Tabled:

None

IX. Executive Session
X. Adjournment

Next Regular Council Meeting:

November 16th, 2026, at 7:00 pm

Upcoming Meetings and Events:

Public Works Committee, November 2, 2026, @ 6:00 p.m.
Waynesville Revitalization Partnership, November 16th @ 5:00 p.m.
Finance Committee, November 16th, 2026 @ 6:00 p.m.

DRAFT

DRAFT

Village of Waynesville
Council Meeting Minutes
October 19, 2026 at 7:00 pm

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 19th, 2026.*

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

Roll Call – 7 present

Mayor Acknowledgements

Mayor Isaacs said the park at the library is shaping up and will be a nice addition to the community when completed. He also added that this year's Ohio Sauerkraut Festival was a success, with everyone appearing to have a good time and staying safe.

Disposition of Previous Minutes

Mr. Nation moved to approve the minutes for the Council meeting on October 5th, 2026, as written, and Mr. Powell seconded.

Motion – Nation
Second – Powell

Roll Call – 7 yeas

Public Recognition/Visitors' Comments

Reija Huculak, a representative of the Mental Health Recovery Board, addressed Council and asked for their support for the levy on the ballot. She explained that it is a renewal and will not increase taxes. She also noted that the board was established in 1969 under the ORC. Over 10,000 Warren and Clinton County residents have used the board's services. Ms. Huculak

emphasized that every dollar levied must remain within the counties, and that 60% of the board's budget comes from the levy. She stated that the board helps provide cost-effective, high-quality, and accessible support to residents. She expressed gratitude for past support and appreciation for future support.

Mr. Lauffer asked whether the Mental Health Recovery Board provides services or contracts them out. Ms. Huculak responded that the board serves as a resource guide and handles contract negotiations for services. She said the board pays for some services directly, but wants insurance companies to pay first.

Mr. Gallagher asked whether Ms. Huculak had a rough estimate of how many Waynesville residents have used the board's services. Ms. Huculak responded that she did not have those numbers but could get back to Mr. Gallagher. Mr. Gallagher also asked about the joint levy and whether she sees more money being spent than levied in a county. Ms. Huculak responded that they track services and contracts, and it is usually pretty even. She added that the difference is the grant money applied for, as each county has different needs. She added that it is important to get feedback from residents and leaders to ensure the board is offering the needed services.

Old Business

None

Reports

Finance

The Finance Committee meeting has been rescheduled for October 26th 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) met this evening and discussed several action items and the possibility of hosting a booth during Christmas in the Village.

Village Manager Report

- Chief Copeland informed Council that the property at the corner of Routes 42 and 73 has sold. The new owners have been instructed to remove the fill-dirt signs and to contact Warren County Water and Soil for information on how to properly fill in the area.
- A preconstruction meeting was held for the OPWC Fifth/Sixth Street project. The projected start date is November 29th, with completion by June 28th. This is a 1.6 million project, with the OPWC contributing 1.1 million and the Village and Warren County Water and Sewer paying $500,000.
- The trees and stumps have been removed from 137 S. Main Street. Fed Excavating has begun the process of tearing down the house.
- EJR Construction has replaced the roof at the public bathrooms, and the Maintenance Department has repaired all the damaged drywall.
- The new owners of the Hammel House have plans to paint a mural on the side of the building and are accepting donations. They have already obtained approval through the Historic Preservation Board.
- Chief Copeland received a complaint about a sign obstructing vision at the corner of Miami and Route 42. The Maintenance Department moved the sign so it no longer obstructs visibility.
- Leaf pickup has begun, and schedules have been published.
- Chief Copeland met with Mike Watkins from Supreme Homes on October 14th to discuss the potential development of the lot for sale near Victoria Place. He provided preliminary plans for this plot, including 13 homes priced at about 800K, 25-30 smaller units priced at around 350K, and executive townhomes priced between 250-300K. Mr. Watkins will be at the November Public Works meeting.

Police Report

- The Sauerkraut Festival went well, and the police officers did a great job.
- SRO Mermann represented the Police Department at the annual Touch-a-Truck event.
- Trick-or-treat is scheduled for October 31st from 6-8:00 p.m. Chief Copeland has arranged for extra patrols.

Mr. Lauffer asked about the preliminary plans Supreme Homes submitted. Chief Copeland stated that much of the 40 acres cannot be developed due to the property's undulation, making it unbuildable. He added that if Mr. Watkins feels Council is responsive to the development, he will prepare official drawings, but wants to ensure Council is supportive before incurring that

expense. Mr. Nation asked about the TIF request. Chief Copeland stated he has directed Mr. Watkins to speak directly to Council about that. Mr. Gallagher asked about the lot by Church Street. Chief Copeland explained that both parcels are part of the deal. Mr. Watkins feels the only way to develop that parcel is through executive homes, which are ultimately townhomes. It would not be worth the expense of infrastructure for just a few homes. Mr. Gallagher asked whether there had been talk of donating land for a park. Chief Copeland stated that the property owners did not seem responsive in donating property. Mr. Nation added that this was an estate and that all parties would have to agree.

Financial Director Report

- Ms. Morley said the Finance reports for September had been provided for review.
- She continues to work on switching over banks.

Law Report

None

New Business

None

Legislation

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

Mrs. Miller moved to have the first reading of Ordinance 2026-044, and Mr. Powell seconded the motion.

Motion – Miller
Second – Powell

Roll Call – 7 yeas

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

Mrs. Miller moved to have the first reading of Ordinance 2026-045, and Mr. Colvin seconded the motion.

Motion – Miller
Second – Colvin

Roll Call – 7 yeas

Second Reading of Ordinances and Resolutions
None

Tabled Ordinances and Resolutions

None

Executive Session

Mr. Colvin moved to hold an executive session at 7:46 p.m. to discuss the employment of a public employee, and Mr. Nation seconded.

Motion – Colvin
Second – Nation

Roll Call – 7 yeas

Council returned from Executive session at 9:00 p.m., and 7 were present.

All members voted to adjourn at 9:01 p.m.

Date: _____

_____
Jamie Morley, Clerk of Council

Council Report

November 2, 2026

Chief Copeland

Manager

- I am providing an update on the 137 S. Main Street municipal parking lot project. I have also included photos of the overflow lot. We have removed all structures, graded both lots, and installed the base. I will let you know when we pave and mark the lanes once we set a date.





- Mike Watkins of Supreme Homes will address the Public Works Committee on November 2nd regarding a residential project he is proposing in the Village. The location is off Old Stage and connects to the Victoria Place subdivision. I have included Mr. Watkins's website for your review. www.supremecustomhomes.net

- The Water Maintenance Department repaired an unmarked and undocumented sewer service that was struck. They also moved and replaced the cleanout.



- I received an email from the Warren County Map Department regarding Chapman Street. I forwarded the information to Mr. Forbes to prepare Ordinance #26-048 to correct the issue.

- I received a call from Dominic Brigano of the Warren County Engineer's Office. He advised me that our Ohio Public Works Commission PY41 grant application did not meet the threshold for approved County projects. This is the 2027 OPWC Old SR 73 $2 million waterline and repaving project. Several municipalities in the County submitted more applications this year, and they received high cutting scores. Dominic shared a few options that I will share at the Public Works meeting on Monday, November 2nd.

- The Village Maintenance Department has begun leaf pickup. Please place your leaves near the curb, not in the street. I have received several calls from residents about the weekly pickup schedule, so I have included it in this report.



- There was an illegal driveway installed at 15 State Route 42 between October 16th and 19th. No permit was approved, and the ingress was on SR42, which would not have been approved. A subsequent investigation found that the property owner, Sterling Gardner, hired a company to install the driveway. On October 26th at 11:53 am, I contacted Mr. Gardner. I advised him that he would need to remove the parking lot and replace the curb. He was made aware of potential pending charges for various violations. He stated he will remove the asphalt and replace the curb. Brian Comer, Permit Engineer for ODOT District 8, also contacted me about the driveway and agreed with the Village to have it removed.



- I received a call from the Warren County Building Department inquiring about various permits. They asked whether we require residents to obtain a Village permit for generators or solar panels before the County approves them. I advised them that we currently require permits for solar panels to ensure compliance with Village-approved requirements. I am not aware of any current permit requirement for generators.

Police

- The dispatched calls for service in October and the October Mayor's Court report will be included in the Council report on November 16th.

- Code Enforcement Officer Jeff Little has submitted a Code Compliance report for review. Please feel free to contact Jeff or me if you have a violation to report.

- On Monday, October 18th at 1 pm, Sgt. Denlinger and School Resource Officer Mermann represented the Village, along with representatives from the Wayne Township Fire Department, Warren County EMA, and Quaker Heights, at a tabletop emergency-response exercise at Quaker Heights as part of their State Certification training. The exercise trained staff to respond to an emergency that required residents to evacuate.



- The Waynesville Police Department received a thank-you letter from the Waynesville Chamber and the Sauerkraut Festival Committee.

- Trick-or-treat will be on Saturday, October 31st, from 6 to 8 p.m. We will have extra patrol, and the Police Department Command vehicle will be stationed on Camp Creek handing out candy.

STREET MAP

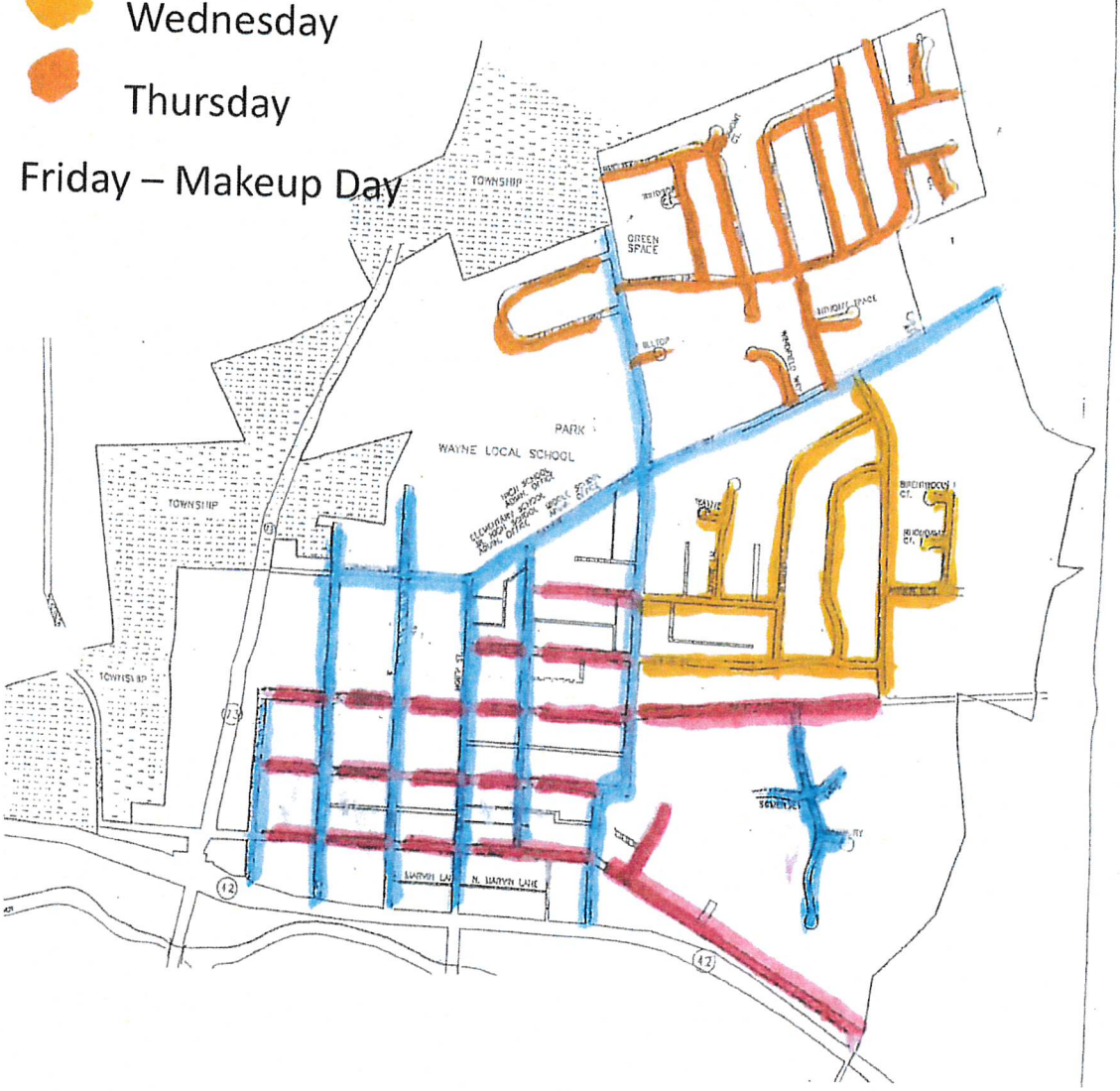
Monday

Tuesday

Wednesday

Thursday

Friday – Makeup Day



WAYNESVILLE OHIO



10/16/2016

Dear Chief -

Thank you so much for all you do for our community year-round and particularly throughout Sauerkraut. Your use of diplomacy over force is admirable and inspires everyone around you to work a little harder. Grateful you're on my side!

Chris

Finance Director Report
November 2, 2026

- Jim Hough of Wade Insurance is compiling employee health care quotes and will attend the Finance Committee meeting on November 16th.
- Ordinance 2026-050 will establish an unclaimed money fund. After Uncashed checks from both the general checking account and the Mayor's Court checking account are deposited into this fund, they may be returned to the general account after five years.
- Ordinance 2026-055 authorizes the assessment of property taxes for unpaid utility bills. The Utility Billing Clerk has sent letters to property owners and tenants to request payment. Payments on these bills can be made at our office until November 16th. After that, they must be paid at the Warren County Auditor's office.
- The Mayor's Court Account, HRA account, safe deposit box, and ICS Sweep account have been closed at LCNB. I am continuing to switch all accounts over to the new account at Peoples Bank. I hope to close the general checking account at the beginning of December and will monitor the LCNB account to ensure there is no activity.
- I have established Positive Pay on the HRA and general checking account as an extra layer of fraud prevention. All ACH debits and checks that do not match the file I upload will be flagged and have to be approved by me before payment is issued.

Thank you,

Jamie Morley
Finance Director/Clerk of Council

VILLAGE OF WAYNESVILLE
ORDINANCE NO. 2026-046

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RETAINING WALL COST-SHARING AGREEMENT WITH THE OWNER OF 121 SOUTH MAIN STREET (HAMMEL HOUSE) AND AUTHORIZING THE VILLAGE TO PAY FIFTY PERCENT (50%) OF THE COST OF THE RETAINING WALL, NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000.00)

WHEREAS, the Village of Waynesville (the "Village") is constructing a public parking lot on Village-owned property adjacent to the real property located at 121 South Main Street, Waynesville, Ohio, commonly known as the Hammel House (the "Hammel House Property"); and

WHEREAS, excavation for the public parking lot has created a grade differential of approximately four (4) feet along the common boundary between the parking lot and the Hammel House Property; and

WHEREAS, a retaining wall is necessary to provide lateral support along the common boundary, to protect the public parking lot and the persons who will use it, and to protect the Hammel House Property (the "Retaining Wall"); and

WHEREAS, the Retaining Wall will be located entirely on the Hammel House Property and will be owned by the owner of the Hammel House Property (the "Owner"); and

WHEREAS, the Owner has agreed to construct the Retaining Wall, and to own, maintain, repair, and replace the Retaining Wall after construction, in exchange for the Village's contribution toward its cost; and

WHEREAS, Council finds that contributing toward the cost of the Retaining Wall serves a valid public purpose of the Village, including the completion and safe use of the public parking lot, the provision of lateral support for the Village's improvements, and the resolution of any claim arising from the Village's excavation, and that the benefit to the Village is not merely incidental to any benefit to the Owner

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

Section 1. The Village Manager is hereby authorized to enter into a Retaining Wall Cost-Sharing Agreement (the "Agreement") with the Owner, in a form approved by the Law Director, under which the Village shall pay fifty percent (50%) of the actual and reasonable cost of the design and construction of the Retaining Wall, provided that the Village's total payment shall not exceed Thirty Thousand Dollars ($30,000.00).

Section 2. The Agreement shall include, at a minimum, the following terms:

(a) The Owner shall be responsible for engaging the designer and contractor for the Retaining Wall and for obtaining all permits and approvals required for its construction.

(b) The Village's payment shall be made by reimbursement after completion of the Retaining Wall, upon the Owner's submission of paid invoices and final lien waivers and the Village's confirmation that the Retaining Wall has been completed in accordance with the approved plans.

(c) Upon completion, the Retaining Wall shall be owned solely by the Owner. The Owner, and its successors and assigns, shall be solely responsible for all maintenance, repair, upkeep, and replacement of the Retaining Wall. The Village shall have no ownership interest in, and no obligation or liability for the maintenance, repair, upkeep, or replacement of, the Retaining Wall.

(d) The Owner shall release the Village from any claim arising from the excavation for the public parking lot or the loss of lateral support along the common boundary, and shall indemnify and hold the Village harmless from claims arising from the construction, condition, or maintenance of the Retaining Wall.

(e) The Owner shall grant the Village a right of entry to inspect the Retaining Wall during construction.

(f) The Agreement shall bind the Owner's successors and assigns and may be recorded with the Warren County Recorder.

Section 3. The Finance Director is authorized to pay the Village's share upon certification that the amount required has been lawfully appropriated.

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

Passed this ____ day of _____, 2026.

ATTEST:

_____
Clerk of Council

_____
Mayor

ORDINANCE NO. 2026-047

AN ORDINANCE APPOINTING JEFFREY D. FORBES AND THE LAW FIRM OF WOOD & LAMPING LLP AS LAW DIRECTOR FOR THE VILLAGE OF WAYNESVILLE, OHIO, AND ESTABLISHING THE COMPENSATION

WHEREAS, Article VI, Section 6.2 of the Waynesville Charter provides that the Law Director shall be appointed by Council upon such terms as authorized by Council; and

WHEREAS, attorney Jeffrey D. Forbes and the law firm of Wood & Lamping LLP have experience in the practice of municipal law; and

WHEREAS, Council has determined that Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are qualified to serve as Law Director for the Village of Waynesville.

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

Section 1. That Jeffrey D. Forbes and the law firm of Wood & Lamping LLP are hereby appointed Law Director of the Village of Waynesville.

Section 2. That the terms of compensation for the legal services of Law Director shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein and shall be effective January 1, 2027.

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

Section 4. That is Ordinance shall be in effect from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2026.

Attest: _____
Clerk of Council

_____
Mayor

5068751.1

AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF LAW DIRECTOR AND WOOD & LAMPING LLP FOR THE PERIOD BEGINNING JANUARY 1, 2027~~5~~, THROUGH DECEMBER 31, 2028~~6~~

This Agreement is entered into by and between the Village of Waynesville, Ohio, 1400 Lytle Road, Waynesville, Ohio 45068, hereinafter called "Village", and Jeffrey D. Forbes and the law firm of Wood & Lamping LLP, 600 Vine St., Suite 2500, Cincinnati, Ohio 45202, hereinafter called "Law Director."

WITNESSETH:

WHEREAS, Jeffrey D. Forbes is by reason of training and experience capable of acting as the legal adviser, attorney, and counsel for the Village and for all offices, departments, divisions, bureaus, boards, commissions and bodies of the Village in connection with Village affairs; and

WHEREAS, pursuant to Section 6.02 of the Village Charter, the Village desires to appoint and retain Jeffrey D. Forbes and the law firm of Wood & Lamping LLP as the Law Director who shall serve at the pleasure of Council.

NOW, THEREFORE, pursuant to the above recitals, and for other good and valuable consideration, the parties agree as follows:

A. RETAINER PAYMENTS

1. Effective January 1, 2027~~5~~, an annual retainer payment in the amount of Twenty Six Thousand Dollars ($~~26,000~~26,650.00) shall be made to the law firm of Wood & Lamping LLP, payable on a monthly basis, upon presentation of a general invoice. The Retainer Payment shall be considered payment for services as described below:

   a. Attendance, including travel time, at regular Council Meetings, including up to one (1) hour work sessions prior to any regular Council meeting at the request of the Mayor, any Council member, or the Village Manager.

   b. Drafting and/or reviewing any ordinances and resolutions requested by the Mayor, Council members or Village Manager.

B. ADDITIONAL LEGAL SERVICES

1. Effective January 1, 2027~~5~~, an hourly rate of Two Hundred ~~Thirty~~ Forty dollars ($~~230~~240.00) will be paid on a monthly basis for the performance of additional legal services upon presentation of an invoice which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Council members, and the Village Manager may understand and evaluate those matters from time to time. Such Additional Legal Services include, but are not limited to, research assignments, drafting legal opinions, telephone calls related to Village business, and attending any special Council meetings or meetings of any Village Board or Commission, such as Planning Commission or Zoning Board of Appeals.

It is understood that the hourly rate for Additional Legal Services includes travel time and shall be billed in fifteen (15) minute increments.

2. Additional Legal Services shall also include any litigation and administrative appeals.

3. Jeffrey D. Forbes, as Law Director, shall be responsible for the performance of all additional legal services. While other legal professionals within the law firm of Wood & Lamping LLP may render performance of these duties, the Law Director shall retain ultimate and final responsibility for the rendering of these services. In any such matters so assigned, the Law Director shall retain ultimate responsibility and shall inform Council of the status of all legal services and matters on a periodic basis, as needed.

C. ADDITIONAL PROVISIONS

1. Reasonable reimbursement shall be made for expenses incurred during and in support of any legal services contemplated herein under. These shall include, but not be limited to, court costs, costs of litigation, mileage and such other pertinent expenses, costs and fees. However, no expenses for mileage shall be paid for travel to or from law offices of attorneys and the municipal building or other locations when the purpose of the travel is to attend any regularly scheduled Council meeting for which compensation is to be made under the Retainer Payment.

2. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall not be responsible for prosecution in the Village of Waynesville Mayor's Court, nor for cases transferred or appealed to the Warren County Court.

3. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall serve as independent contractors and shall not be entitled to any other benefits afforded to Village employees.

4. Council may at any time amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Law Director and shall not become effective sooner than thirty days subsequent to the adoption of such legislation.

Signature page to follow.

VILLAGE OF WAYNESVILLE:

Village Manager

LAW DIRECTOR:

Jeffrey D. Forbes

On behalf of Wood & Lamping LLP

5068750.1

~~4620774.1~~

VILLAGE OF WAYNESVILLE
ORDINANCE NO. 2026-048

AN ORDINANCE ACCEPTING AND CONFIRMING THE DEDICATION OF THE PUBLIC STREET RIGHT-OF-WAY EXTENDING BETWEEN THIRD STREET AND MAIN STREET, DEDICATED IN PART AS CHAPMAN STREET AND IN PART AS TYLER STREET, AND DECLARING THAT THE ENTIRE RIGHT-OF-WAY SHALL BE KNOWN AS CHAPMAN STREET

WHEREAS, the Warren County Engineer's Office Tax Map Department has advised the Village of Waynesville (the "Village") that a single public street extending southeast between Third Street and Main Street, in the vicinity of Warren County Auditor's Parcel No. 09-06-207-004, was dedicated under two different names, as reflected in the records of the Warren County Recorder; and

WHEREAS, the plat of the Harrison Square Addition, recorded in Deed Book 24, Page 472, Warren County Recorder's Records, dedicated a street twenty-seven and sixty-seven hundredths (27.67) feet in width, measured from the lot lines of the lots lying along its southern side, as "Chapman Street"; and

WHEREAS, the plat of Evans' Addition, recorded in Deed Book 27, Page 172, Warren County Recorder's Records, dedicated a street twenty (20) feet in width, measured from the lot lines of the lots lying along its northern side, as "Tyler Street"; and

WHEREAS, the two dedications together form the right-of-way of a single public street (the "Street"), which has been open to and used by the public, and has been known to and maintained by the Village, as Chapman Street; and

WHEREAS, the Village has located no ordinance or other record that formally accepts the dedication of the Street or establishes its name, and the Warren County Engineer's Office has recommended that the Village pass and record an ordinance resolving the discrepancy, with reference to the parcels fronting on the Street so that the Warren County Recorder may index it; and

WHEREAS, Section 723.03 of the Ohio Revised Code provides that a street dedicated to public use shall not be a public street, or under the care or control of the legislative authority of a municipal corporation, unless the dedication is accepted and confirmed by an ordinance specially passed for that purpose; and

WHEREAS, Council finds that confirming the Street as a public street and establishing a single name for its full width and length will eliminate confusion in the public records, will assist emergency services, utilities, and the public in identifying the Street and the properties fronting on it, and is in the best interest of the Village;

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

Section 1. The dedication of Chapman Street in the plat of the Harrison Square Addition, recorded in Deed Book 24, Page 472, and the dedication of Tyler Street in the plat of Evans' Addition, recorded in Deed Book 27, Page 172, each of the Warren County Recorder's Records, are hereby accepted and confirmed pursuant to Section 723.03 of the Ohio Revised Code, to the extent such dedications have not previously been accepted, and the Street is hereby confirmed as a public street of the Village under the care and control of Council.

Section 2. The Street, consisting of the entire right-of-way created by both of the dedications described in Section 1 and extending between Third Street and Main Street, shall be known and designated as "Chapman Street." The name "Tyler Street" shall no longer be used to refer to any part of the Street, and any reference to "Tyler Street" in the plat of Evans' Addition or in any other record shall be deemed to refer to Chapman Street.

Section 3. The parcels fronting on Chapman Street, as identified by the Warren County Auditor's parcel numbers, are listed in Exhibit A, attached hereto and incorporated herein. Exhibit A is included to permit the Warren County Recorder to index this Ordinance, and the omission of any parcel from Exhibit A shall not affect the validity of this Ordinance or the name of the Street.

Section 4. The Clerk of Council is directed to record a certified copy of this Ordinance, including Exhibit A, in the official records of the Warren County Recorder, and to provide a copy of the recorded Ordinance to the Warren County Engineer's Office Tax Map Department and the Warren County Auditor.

Section 5. Nothing in this Ordinance shall be construed to vacate, narrow, or otherwise alter the width or location of any part of the Street, or to affect any easement or right of any public utility within the Street.

Section 6. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this ____ day of _____, 2026.

ATTEST:

_____
Clerk of Council

_____
Mayor

EXHIBIT A

PARCELS FRONTING ON CHAPMAN STREET

The following parcels, identified by Warren County Auditor's parcel number, front on Chapman Street between Third Street and Main Street:

Parcel Number	Owner of Record	Property Address

VILLAGE OF WAYNESVILLE

ORDINANCE NO. 2026 - 049

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH FED EXCAVATING IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND AND 00/100 DOLLARS ($45,000.00), AMENDING THE 2026 APPROPRIATIONS TO TRANSFER FUNDS FROM CONTINGENCIES TO LAND AND LAND IMPROVEMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Waynesville (the "Village") requires asphalt materials and related work as described in the proposal from Fed Excavating, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the cost of the work and materials described in Exhibit A will not exceed Forty-Five Thousand and 00/100 Dollars ($45,000.00); and

WHEREAS, the asphalt must be purchased before the asphalt plant closes for the season, and delay would postpone the work until the plant reopens; and

WHEREAS, funds for the contract are not presently appropriated to the Land and Land Improvements account, and Council desires to amend the 2026 appropriations to transfer Forty-Five Thousand and 00/100 Dollars ($45,000.00) from the Contingencies account to the Land and Land Improvements account.

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

SECTION 1. The Village Manager is hereby authorized and directed to enter into a contract with Fed Excavating for the purchase of asphalt and the related work described in Exhibit A, in substantial conformity with Exhibit A, in an amount not to exceed Forty-Five Thousand and 00/100 Dollars ($45,000.00).

SECTION 2. The 2026 appropriations of the Village are hereby amended to transfer Forty-Five Thousand and 00/100 Dollars ($45,000.00) from Account No. 1000-930-930-0000 (Contingencies) to Account No. 1000-730-510-0000 (Land and Land Improvements).

SECTION 3. The Finance Director is hereby authorized and directed to make the transfer set forth in Section 2 and to make payment under the contract authorized in Section 1 from Account No. 1000-730-510-0000 (Land and Land Improvements) in accordance with the terms of Exhibit A.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village and its residents and shall be effective immediately upon its adoption. The reason for said declaration of emergency is that the asphalt must be purchased before the asphalt plant closes for the season, and any delay would postpone the work until the plant reopens.

PASSED this ____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
Finance Director

Proposal

Page No. of Pages

FED EXCAVATING, INC.

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

5039

PROPOSAL SUBMITTED TO: Village of Wayhesville	PHONE	DATE: 10-29-26	
STREET	JOB NAME: 137 Maiki		
CITY, STATE and ZIP CODE	JOB LOCATION		
ARCHITECT	DATE OF PLANS: 2nd Lot	JOB PHONE	

We hereby submit specifications and estimates for:

Remove Dirt, Grade, Put Down #4 304, Grade & Pave

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

Forty Five Thousand and 00 dollars ($ 45,000).

Payment to be made as follows:

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

Authorized Signature

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

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

Signature _____

Date of Acceptance: _____

Signature _____

VILLAGE OF WAYNESVILLE
ORDINANCE NO. 2026-050

AN ORDINANCE ESTABLISHING AN UNCLAIMED MONEY FUND (FUND NO. 9903) PURSUANT TO SECTION 9.39 OF THE OHIO REVISED CODE AND ESTABLISHING PROCEDURES FOR THE HANDLING OF UNCLAIMED MONEY, INCLUDING UNCLAIMED MONEY OF THE WAYNESVILLE MAYOR'S COURT

WHEREAS, Section 9.39 of the Ohio Revised Code provides that all money received or collected by a public official under color of office and not otherwise paid out according to law shall be paid into the treasury of the public office to the credit of a trust fund and retained there until claimed by its lawful owner, and that money not claimed within five years shall revert to the general fund of the public office; and

WHEREAS, the Village and the Waynesville Mayor's Court hold checks that were issued to payees but were never presented for payment, and other money that has not been claimed by its lawful owner; and

WHEREAS, Council desires to establish a fund and uniform procedures for the receipt, holding, payment, and reversion of unclaimed money in accordance with Section 9.39 of the Ohio Revised Code;

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

Section 1. There is hereby established in the treasury of the Village a trust fund to be known as the "Unclaimed Money Fund," Fund No. 9903.

Section 2. The following shall be paid into the Unclaimed Money Fund:

(a) The amount of any check or warrant issued by the Village, or by the Mayor's Court, that has not been presented for payment within ninety (90) days after its date of issuance, which check or warrant shall be voided by the issuing office; and

(b) Any other money received or collected by any officer or employee of the Village, including the Mayor's Court, under color of office that is not otherwise paid out according to law and that has not been claimed by its lawful owner.

Section 3. The Mayor's Court Clerk shall transfer to the Finance Director, for deposit into the Unclaimed Money Fund, all unclaimed money held by the Mayor's Court, together with a list identifying, for each item, the payee or owner, the last known address, the case number, the amount, and the date of issuance or receipt. The Mayor's Court Clerk shall void each such outstanding check in the records of the Mayor's Court and its bank account.

Section 4. The Finance Director shall maintain a record of all money paid into the Unclaimed Money Fund showing, for each item, the name and last known address of the owner, the amount, the source, and the date of issuance or receipt.

Section 5. Any person claiming money held in the Unclaimed Money Fund shall file a written claim with the Finance Director, together with proof of identity and of entitlement satisfactory to the Finance Director. Upon approval, the Finance Director shall pay the claim from the Unclaimed Money Fund.

Section 6. Money in the Unclaimed Money Fund that has not been claimed within five (5) years after its date of issuance or receipt shall revert to the General Fund of the Village. A valid claim for money that has reverted to the General Fund may be paid from the General Fund upon appropriation by Council.

Section 7. Upon the effective date of this Ordinance, the Finance Director and the Mayor's Court Clerk shall deposit all existing unclaimed money of the Village and the Mayor's Court into the Unclaimed Money Fund in accordance with this Ordinance. Any such money that has remained unclaimed for five (5) years or more after its date of issuance or receipt shall thereupon revert to the General Fund.

Section 8. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this ____ day of _____, 2026.

ATTEST:

_____
Clerk of Council

_____
Mayor

ORDINANCE NO. 2026-051

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

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

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

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

Section 1. That the established positions and base pay rates for Village of Waynesville employees shall be the positions, rates and ranges set forth on Exhibit "A" which is attached and incorporated herein by reference. These rates and ranges shall replace and supersede any other rates and ranges that are in conflict and shall be effective December 27, 2026.

Section 2. This ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____, 2026.

Attest:_____ _____

Clerk of Council Mayor

4415578.1

Village of Waynesville – Employee Pay Ranges

Administration

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

Police Department

Police Chief	Salary per Contract
Lieutenant	$40 - $46.77
Sergeant	$35 - $42.64
Patrol Officer	$28 - $41.27
School Resource Officer	$28 - $41.27
Scheduled Reserve Officer	$30.00
Reserve Secondary Officer	$20 per shift (no OPERS)
Mayor's Court Clerk / Police Clerk	$20 - $32.11
Court Bailiff	$30 per Shift (no OPERS)
Special Event Off-Duty Officer	$60 (per hour)

Public Works Department

Water Department Supervisor	$35 - $42.40
Water Licensed Operator	$30 - $36.59
Part-time Water Licensed Operator	$25 - $34.00
Utility Billing Clerk	$18- $27.99
Maintenance Worker II	$24 - $34.44
Maintenance Worker I	$19 - $30.21
Code Compliance Officer	$18 - $28.00
Special Events Public Works	$50 (per hour)

Revised 2027

ORDINANCE NO. 2026-052

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH GARY L. COPELAND

WHEREAS, Council of the Village of Waynesville has previously authorized an employment agreement with Gary L. Copeland to serve in the positions of Village Manager and Director of Public Safety; and

WHEREAS, Council has determined that is necessary to authorize an amendment to said employment agreement in order to reflect adjusted compensation.

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

Section 1. That the Mayor is hereby authorized to execute an amended employment agreement as attached hereto as Exhibit "A", incorporated herein by reference on behalf of the Village of Waynesville.

Section 2. That the purpose of said amendment is to provide Gary L. Copeland with the annual compensation of $177,926 effective December 27, 2026. All other terms not specifically amended shall remain in full force and effect.

Section 3. That in addition to the change in annual compensation, Council further authorizes a one-time bonus payment in the amount of $5000 payable to Gary Copeland in recognition of his superior job performance.

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

Adopted this _____ day of _____, 2026.

Attest:_____ _____

Clerk of Council Mayor

EMPLOYMENT AGREEMENT

With

[redacted] Gary L. Copeland

Date

_____, 2014

EMPLOYMENT AGREEMENT

Table of Contents

Introduction

Section 1: Term

Section 2: Duties and Authority

Section 3: Compensation

Section 4: Vacation, Sick Leave, Funeral

Section 5: Automobile Expenses

Section 6: Cell Phone Allowance & Clothing Allowance

Section 7: Retirement

Section 8: General Business Expenses

Section 9: Resignation

Section 10: Performance Evaluation

Section 11: Hours of Work

Section 12: Outside Activities

Section 13: Residency

Section 14: Notices

Section 15: General Provisions

Introduction

This Agreement, made and entered on this day of , 2014, by and between the Village of Waynesville, which is a municipal corporation in Warren County, Ohio (hereinafter called Employer), and Gary L. Copeland (hereinafter called Employee), an individual who has the education, training and experience in local government management, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and in effect from , 2015, unless terminated by the Employer as provided in Section 5.02 of the Charter of the Village of Waynesville, or by the Employee as provided in Section 9 of this agreement. Employee shall also be compensated for all earned vacation, holidays, and other accrued benefits to date, calculated at the rate of pay in effect upon termination, as defined in the Village's Personnel Policy. In the event the Employee is terminated because of his conviction of any illegal act involving personal gain to himself, or criminal activity (excluding traffic-related offenses), then, in that event, Employer shall have no obligation to pay the Employee any compensation for any accrued benefits.

Section 2: Duties and Authority

Employer agrees to employ Gary L. Copeland as Village Manager and Public Safety Director to perform the functions and duties specified in Sections 5, and 6.08 of the Village Charter and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

A) Base Salary: Employer agrees to pay Employee an annual base salary of $80,000.00, payable in installments at the same time and date as other management employees of the Employer are paid.

B) This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

B) Consideration shall be given on an annual basis to increase compensation via merit pay increase and/or bonus based upon the results of a performance evaluation conducted by Council under the provisions of Section 10 of this Agreement.

D) The Employee shall receive any additional cost of living adjustment provided to other staff.

E) Employer agrees to provide hospitalization, surgical, comprehensive medical, dental, and vision insurance for Employee. Employee shall be responsible for paying a portion of the premiums as is required by other employees of Employer.

Section 4: Vacation, Sick Leave, Funeral

A) The Employee shall accrue vacation time as outlined in the Employer's Personnel Policy Manual.

B) The Employee shall accrue sick leave as outlined in the Employer's Personnel Policy Manual.

C) The Employee may be granted paid funeral leave as outlined in the Employer's Personnel Policy Manual.

Section 5: Automobile Expenses

All mileage for Village business shall be reimbursed at the applicable rates allowed by the Internal Revenue Service for mileage deduction.

Section 6: Cell Phone Allowance & Clothing Allowance

A) The Employer recognizes that the Employee shall have the use of his personal cellular phone for business use during working hours and to that effect is given a monthly allowance of $50.00 towards that usage.

B) The Employee shall be entitled to the same clothing allowance that other uniformed officers receive for maintaining his Director of Public Safety Uniform.

C) These allowances are not considered part of the salary shown in Section 3 of this Agreement.

D) Employer may periodically request documentation of business use to determine the appropriateness of eligibility and level of allowance amount.

Section 7: Retirement

Employee shall participate, in the manner provided by law, in the Ohio Public Employees retirement System (OPERS).

Section 8: General Business Expenses

Employer agrees to pay for the following upon approval from Council:

A) Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the Employer.

B) Travel, limited to destinations greater than 25 miles beyond Waynesville, Ohio, and subsequent expenses of Employee for professional and official meetings; occasions to adequately continue the professional development of Employee; and to pursue necessary official functions for Employer.

C) Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or organizations.

Section 9: Resignation

In the event Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of thirty (30) days' notice.

Section 10: Performance Evaluation

A) Employer shall annually review the performance of Employee prior to his anniversary date of employment. The process at a minimum shall include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation and present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee.

B) Annually, Council and Employee shall define such goals and performance objectives which are determined necessary for the proper operation of the Village and in attainment of Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable with the time limitations specified and the annual operating and capital budgets and approved appropriations.

Section 11: Hours of Work

It is recognized that Employee is a full-time, exempt employee, and may devote a great deal of time outside the normal office hours on business for Employer. Employee shall strive to maintain a work schedule of Monday through Friday, 8:00 A.M. through 4:30 P.M. but the job duties required for public safety may alter this schedule.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside opportunities provide indirect benefits to Employer and surrounding communities, Employee may elect to accept limited teaching, coaching or other business opportunities with the understanding that such arrangements shall not constitute direct interference with or conflicts of interest with the responsibilities under this Agreement. Such outside opportunities undertaken by Employee shall be disclosed to Employer.

Section 13: Residency

The Council of the Village of Waynesville has waived any residency requirement

Section 14: Notices

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A) EMPLOYER: Clerk of Council, Waynesville Government Center, 1400 Lytle Road, Waynesville, OH 45068

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

A) Integration: This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B) Binding Effect: This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C) Effective Date: This Agreement shall become effective _____.

D) Severability: In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expulsion of judicial modification of the invalid provision.

SIGNATURES

Mayor Signature	David Stubbs	3/16/2015
	Print Name	Date
Employee Signature	Gary L Copeland	March 16, 2015
	Print Name	Date
Clerk of Council Signature	Barbara Hernandez	March 16 2015
	Print Name	Date

ORDINANCE NO. 2026-053

AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH JAMIE MORLEY

WHEREAS, the Council of the Village of Waynesville, Ohio, has determined that Jamie Morley has the best qualifications necessary to serve as Finance Director for the Village of Waynesville, Ohio; and

WHEREAS, Council has determined that certain amendments are necessary to the employment contract with Jamie Morley.

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 execute an amended employment agreement as attached hereto as Exhibit "A", incorporated herein by reference on behalf of the Village of Waynesville.

Section 2. That the purpose of said amendment is to provide Jamie Morley with the annual compensation of $67,090.00, effective December 28, 2025. All other terms not specifically amended shall remain in full force and effect.

Section 3. That in addition to the change in annual compensation, Council further authorizes a one-time bonus payment in the amount of $2000 payable to Jamie Morley and recognition of her superior job performance.

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

Adopted this _____ day of _____, 2025.

Attest: _____
Clerk of Council

_____
Mayor

EMPLOYMENT AGREEMENT

with

Jamie Morley

Date
April 1, 2024

EMPLOYMENT AGREEMENT

Table of Contents

Introduction

Section 1: Term

Section 2: Duties and Authority

Section 3: Compensation

Section 4: Vacation, Sick Leave, Funeral

Section 5: Automobile Expenses

Section 6: Cell Phone Allowance

Section 7: Retirement

Section 8: General Business Expenses

Section 9: Resignation

Section 10: Performance Evaluation

Section 11: Hours of Work

Section 12: Outside Activities

Section 13: Residency

Section 14: Notices

Section 15: General Provisions

Introduction

This Agreement, made and entered on this 1st day of January, 2025, by and between the Village of Waynesville, which is a municipal corporation in Warren County, Ohio (hereinafter called Employer), and Jamie Morley (hereinafter called Employee), an individual who has the education, training and experience in local government finance, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and in effect from January 1, 2025, unless terminated by the Employer as provided in Section 6.04 of the Charter of the Village of Waynesville, or by the Employee as provided in Section 9 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ Jamie Morley as the part-time Finance Director to perform the functions and duties specified in Sections 6.04 and 6.05 of the Village Charter and to perform the duties of Clerk of Council as specified in section 3.11 of the Village Charter and other legally permissible and proper duties and functions.

Section 3: Compensation

A) Base Salary: Employer agrees to pay Employee an annual base salary of $60,278.00, payable in installments at the same time and date as other management employees of the Employer are paid.

B) Employee shall also be eligible for and entitled to longevity pay pursuant to Employer's Personnel Policy Manual.

C) This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.

D) Consideration shall be given on an annual basis to increase compensation via merit pay increase and/or bonus based upon the results of a performance evaluation conducted by Council under the provisions of Section 10 of this Agreement.

E) The Employee shall receive any additional cost of living adjustment provided to other staff.

Section 4: Vacation, Sick Leave, Funeral

A) Employee shall be paid out a percentage of accrued sick leave as of March 31, 2024 pursuant to Employer's Personnel Policy Manual. Thereafter, Employee shall accrue sick leave as outlined in the Employer's Personnel Policy Manual.

B) Employee shall be entitled to four (4) weeks paid vacation every year.

C) The Employee may be granted paid funeral leave with approval of the Council for a maximum of five (5) work days for the death of a spouse or child. "Child" includes a step-child raised in the same household. In the event of a death of an immediate family member, other than spouse or child, the Employee may be granted three (3) work days of leave for the funeral of an immediate family member shall be charged to sick leave. For purposes of this section the "immediate family" is defined as: mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in place of the Employee's parent.

Section 5: Automobile Expenses

All mileage for Village business shall be reimbursed at the applicable rates allowed by the Internal Revenue Service for mileage deduction.

Section 6: Cell Phone Allowance

The Employee shall receive a monthly $50.00 a business cell phone allowance.

Section 7: Retirement

Employee shall participate, in the manner provided by law, in the Ohio Public Employees retirement System (OPERS).

Section 8: General Business Expenses

Employer agrees to pay for the following upon approval from Council:

A) Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the Employer.

B) Travel, limited to destinations greater than 25 miles beyond Waynesville, Ohio, and subsequent expenses of Employee for professional and official meetings; occasions to adequately continue the professional development of Employee; and to pursue necessary official functions for Employer, including but not limited to, the annual conferences of local government fiscal officers' organizations in which Employee serves as a member.

C) Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable Employee to become an active member in local civic clubs or

organizations.

Section 9: Resignation

In the event Employee voluntarily resigns his/her position with Employer, Employee shall provide a minimum of thirty (30) days' notice.

Section 10: Performance Evaluation

A) Employer shall annually review the performance of Employee no later than thirty (30) days prior of his/her anniversary date of employment. The process at a minimum shall include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation and present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee upon completion of this process.

B) Annually, Council and Employee shall define such goals and performance objectives which are determined necessary for the proper operation of the Village and in attainment of Council's policy objectives and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable with the time limitations specified and the annual operating and capital budgets and approved appropriations.

Section 11: Hours of Work

It is recognized that Employee is a part-time, exempt employee, and to that end, Employee shall establish an appropriate work schedule, agreeable with Council, with a minimum of 24 hours per week and not exceeding 30 hours per week. Employer and Employee acknowledge that one 8 hour work day per week will be dedicated to Clerk of Council duties and that said work will be performed out of the office at Employee's home.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside opportunities provide indirect benefits to Employer and surrounding communities, Employee may elect to accept limited teaching, coaching or other business opportunities with the understanding that such arrangements shall not constitute direct interference with or conflicts of interest with the responsibilities under this Agreement. Such outside opportunities undertaken by Employee shall be disclosed to Employer.

Section 13: Residency

The Council of the Village of Waynesville has waived any residency requirements.

Section 14: Notices

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A) EMPLOYER: Village Manager, Waynesville Government Center, 1400 Lytle Road, Waynesville, OH 45068

B) EMPLOYEE: Jamie Morley _____

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

A) Integration: This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B) Binding Effect: This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C) Effective Date: This Agreement shall become effective April 1, 2024.

D) Severability: In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expulsion of judicial modification of the invalid provision.

SIGNATURES

Village Manager Signature	Print Name	Date

Employee Signature	Print Name	Date

4640236.1

VILLAGE OF WAYNESVILLE

ORDINANCE NO. 2026 - 054

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A SERVICE CONTRACT WITH BUCKEYE POWER SALES CO., INC. FOR STANDBY GENERATOR MAINTENANCE, AND DECLARING AN EMERGENCY.

WHEREAS, the standby generators of the Village of Waynesville (the "Village") require ongoing preventive maintenance to ensure their reliable operation; and

WHEREAS, Buckeye Power Sales Co., Inc. has provided the Village with Service Contract PMA2005005, a renewal of the Village's current preventive maintenance agreement for its standby generators, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Village's current preventive maintenance contract for its standby generators expires on November 30, 2026.

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

SECTION 1. The Village Manager is hereby authorized and directed to enter into and execute Service Contract PMA2005005 with Buckeye Power Sales Co., Inc. for standby generator maintenance, in substantial conformity with Exhibit A.

SECTION 2. The Village Manager and the Finance Director are hereby authorized and directed to issue a purchase order and to make payment under the contract authorized in Section 1 in accordance with the terms of Exhibit A.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village and its residents and shall be effective immediately upon its adoption. The reason for said declaration of emergency is that the Village's current preventive maintenance contract expires on November 30, 2026, and the renewal must be executed before that date so that maintenance coverage on the Village's standby generators does not lapse.

PASSED this ____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
Finance Director

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No.: 513.755.2323
Fax No.: 513.755.4515
www.buckeyepowersales.com

SERVICE CONTRACT

Contract Number: PMA2005005
Contract Date: 9/17/2026

Bill To: Village Of Waynesville (E)
Kitty Crockett
1400 Lytle Road
Waynesville, OH 45068

Customer ID	C00463700	Terms	Net 30 Days	Customer PO No.	
SalesPerson	Marissa Maloney			Shipment Method	

Work Comments:
~ 3 Year Prepaid Planned Maintenance Agreement 12/01/26-11/30/29 ~
Agreement Locks Rates for 3 Years
Agreement Includes Annual Major and Minor Services
Agreement Includes Annual Fuel Analysis
Agreement Includes Annual Coolant Analysis
Agreement Includes Annual Oil Analysis
Agreement Includes 3rd Year Battery Replacement
Battery Cost is Spread Across the 3 Years of the Agreement
~ Service Cycle ~
March-Minor Service
September-Major,Fuel,Coolant,Oil Analysis and Battery Replacemnt in 3rd Year

Description	Dates	Periods	Qty	Unit Price	Total Price
230REOZJE	12/01/26-11/30/29	3 12 Month Period(s)	1 Each	1,540.00 Per 12 Months	4,620.00

230REOZJE - 230 kW 60 Hz

Ship To: Village of Waynesville - Well, Brian Keith , 7198 US 42 N, Waynesville, OH 45068
Unit No.: EQ1040859 (SN: 33C3GMHJ0005)

Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, OH 45069
USA
Phone No.: 513.755.2323
Fax No.: 513.755.4515
www.buckeyepowersales.com

SERVICE CONTRACT

Contract Number: PMA2005005
Contract Date: 9/17/2026

"All agreements and terms and conditions of Buckeye Power Sales, Inc. ("BPS") can be found in the BPS Portal. By accessing and using the BPS Portal, you agree to comply with and be bound by the Terms and Conditions outlined on the BPS website. For a detailed description of the terms and conditions governing your use of the BPS Portal, please refer to the full Terms and Conditions available at https://qrco.de/pmaohintc "

Contact Sheet

Branch/Location: West Chester

Afterhours Emergency Phone #: 800-564-8519

Service Coordinator Contact: Sara Lamb **Phone:** 513-785-5562

Email: slamb@bpsco.com

Service Manager Contact: Brian Saurber **Ofc:** 513-261-2819 **Cell:** 513-330-1053

Email: bsaurber@bpsco.com

Rental Contact: Ryan Giesting **Ofc:** 513-755-2323 **Cell:** 513-274-7252

Email: rgiesting@bpsco.com

Planned Maintenance Agreements Contact: Ben Coulter **Phone:** 513-383-1764

Email: bcoulter@bpsco.com

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	4,620.00

Subtotal:	**4,620.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**4,620.00**

Printed Name _____ Signature _____ Date _____

VILLAGE OF WAYNESVILLE
ORDINANCE NO. 2026-055

AN ORDINANCE CERTIFYING DELINQUENT UTILITY CHARGES TO THE WARREN COUNTY AUDITOR FOR PLACEMENT ON THE REAL PROPERTY TAX LIST AND DUPLICATE AS A LIEN UPON THE PROPERTIES SERVED, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Waynesville provides utility services to properties within the Village and has established rates and charges for such services; and

WHEREAS, the rates and charges for the accounts listed in Exhibit A, attached hereto and incorporated herein, are at least sixty (60) days past due and remain unpaid; and

WHEREAS, Sections 729.49 and 729.52 of the Ohio Revised Code, and other applicable law, authorize the Village to certify unpaid utility rents and charges to the county auditor, to be placed upon the real property tax list and duplicate against the property served and collected in the same manner as other taxes; and

WHEREAS, the Warren County Auditor requires that such certifications be received no later than November 6, 2026, for placement on the tax list and duplicate;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Waynesville, Warren County, State of Ohio, not less than two-thirds of all members elected thereto concurring, that:

Section 1. The unpaid utility rents and charges, together with any penalties, for the accounts and properties set forth in Exhibit A are hereby certified to the Warren County Auditor, to be placed upon the real property tax list and duplicate as a lien against the respective properties served and collected in the same manner as other taxes.

Section 2. The Finance Director is directed to deliver a certified copy of this Ordinance and Exhibit A, together with any additional certification required by law, to the Warren County Auditor on or before November 6, 2026.

Section 3. Prior to delivery to the Warren County Auditor, the Finance Director is authorized to remove from Exhibit A any account that has been paid in full, to reduce the amount certified for any account that has been partially paid, and to remove any amount that may not lawfully be certified as a lien, including any amount that has arisen pursuant to a service contract that does not meet the requirements of Section 729.49 of the Ohio Revised Code.

Section 4. Nothing in this Ordinance shall limit the right of the Village to collect any unpaid rents and charges by any other lawful means.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village, and for the further reason that the certification must be received by the Warren County Auditor no later than

November 6, 2026, in order for the delinquent charges to be placed on the tax list and duplicate and for the Village to collect the revenue necessary to fund its utility operations. As such, this Ordinance shall take effect and be in force immediately upon its passage.

Passed this ____ day of _____, 2026.

ATTEST:

_____
Clerk of Council

_____
Mayor

COUNTY ACCOUNT #	UTILITY ACCOUNT #	PARCEL ID #	UTILITY ASSESSMENT	SERVICE ADDRESS
8106371	010052005	906210032	$152.69	96 S MARVIN LN
8106037	020315008	501455009	$196.74	120 N FOURTH ST
8105961	020554002	501327002	$82.40	1106 LYTLE RD
8109915	030675514	501325004	$139.74	976 FRANKLIN RD
8108323	030676501	501353001	$283.88	220 E ELLIS DR
8113190	030743015	501306008	$246.26	1082 BROOKFIELD DR
8113637	052040001	501121005	$321.89	1380 ADAMSMOOR DR
8112347	052085005	501330001	$163.67	834 WINDFIELD WAY
8112428	052108619	501330009	$167.50	865 WINDFIELD WAY
7601425	060848500	507176003	$335.30	7712 CARTER RD

$2,090.07

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

3163815.1

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, heath, 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